KRRC

Public Records Requests

Email

January 2009

Search all emails where the Subject OR Body contains all of the following 'KRRC" OR "gun club" OR "revolver club" OR "4900 Seabeck" OR "safety complaint"'

In accordance with RCW 42.56.210 (Personal Records Exemption) personal addresses, phone numbers, e-mail addresses, etc. have been redacted frm the attached record.

## Don Burger

**From:** Mary Seals [MSeals@co.kitsap.wa.us]
**Sent:** Monday, January 05, 2009 10:44 AM
**To:** Audrey Shannon
**Subject:** Fwd: Re: Gig Harbor Shooting Club/ Mason County proposed rezone
**Attachments:** Jeff Smith.vcf

Update on the Gun Club.

Mary Seals
Program Specialist
Kitsap County - Department of Community Development
(360)337-4423

>>> Jeff Smith 1/5/2009 8:30 AM >>>
Scott:

I was notified that on December 11, 2008, the Olympic Sportsman Club has withdrawn their application for the Comprehensive Plan Amendment for the Mason County property to construct a shooting range.

Jeff Smith, Senior Planner
Kitsap County DCD
Policy and Planning
http://www.kitsapgov.com/DCD/ (Home Page)
(360) 337-7181
(360) 337-4925 FAX

>>> Scott Diener 12/15/2008 10:43:02 AM >>>
Jeff:

Can you verify from Mason that OPG/Gig Harbor Shooting Club have withdrawn their request?

When you get that, can you send to Mary so she can update K1?

Thanks,
Scott

## Don Burger

**From:** mark fisher [fisher_mark@[redacted]]
**Sent:** Tuesday, January 06, 2009 5:03 PM
**To:** Matt Keough
**Subject:** parks rules,

Can you send me the draft for the new rules.
I asked for an overlay of the gun club boundaries on Google earth, has that been done?
Thanks

## Don Burger

**From:** Flaming Arrows 4-H Club [flamarrow@[redacted]
**Sent:** Wednesday, January 21, 2009 5:46 AM
**To:** Kelly Fisk
**Subject:** Shooting Sports Training

**4-H Shooting Sports Leader Training at Panhandle 4-H Camp***
Janet Schmidt

Hold the dates of **February 27, 28 and March 1, 2009**, for 4-H Shooting Sports Leader Training at Panhandle Lake 4-H Camp. Disciplines offered at the training will include shotgun, pistol and archery. Archery and pistol will be held onsite and shotgun will be held nearby at a local gun club. The registration fee for the training is $75 and includes lodging and all but one meal. Archery registration with NAA Level 1 Certification is $95. Registrations are requested by **February 23**. See the online Tuesday News <http://4h.wsu.edu/news/Tues/2009/012009.htm> for more information and for registration form.

Kelly
I am not doing any of this training, so I don't know any more than above. I know that our training that we have done is a lot cheaper.

Both the Rifle and Archery was just $45.00.

Kim

## Don Burger

**From:** Matt Keough [MKeough@co.kitsap.wa.us]
**Sent:** Monday, January 26, 2009 8:13 AM
**To:** Terri Lyman
**Subject:** Fwd: FW: E-228127/Kitsap County Parks & Recreation
**Attachments:** E-228127/Kitsap County Parks & Recreation

Terri,

I need to get you updated on this project, especially with my absence at the end of the week. Let's find time to visit on it.

If possible - in the meantime - please look into the typical cost for appraisal work for the parcels involved in the potential land exchange at Newberry Hill. That would be the county's 525 acre parcel (includes the gun club, wetlands, and some forested areas) and some 300+ acres of our Central Kitsap Greenway. It would include the timber cruise required - hopefully our local appraisers know the DNR protocol required to give us a good estimate.

Thank you!
MFK

Matthew F. Keough
Parks Planning Project Manager
Kitsap County Parks and Recreation
614 Division Street, MS-1
Port Orchard, WA 98366

(360) 337-5357
mkeough@co.kitsap.wa.us

>>> < rickfackler@[redacted] > 1/22/2009 5:40 PM >>>
Hi Matt, Martha & Terri

Attached is a preliminary title which I ordered from Land Title for the Central Kitsap Greenway property which the County intends to exchange with the State DNR for their Newberry Hill School Trust Lands. The title report will be needed by the appraiser we hire and the DNR. I have copied Brad Pruitt, DNR's project manager for the exchange. Brad's phone number is [redacted]. Kevin Howell is also copied, as he also needs to review the title report. The County should get and a review the title report for the DNR property we will receive in the exchange, as well.

Brad called me recently to assure the County that Steve Saunders is preparing a letter of interest which details the nature of the cooperation between the County and DNR on the exchange. Briefly, Kitsap will pay for appraisals (including timber cruises) of both the State and County lands proposed for exchange. The County will also pay for an appraisal review to be done by a another hired appraiser. We have discussed Stephen Shapiro, Anthony Gibbons and Jim Nowadnick as possible people to do this work. Steve has indicated he could do the work in February. We are shooting to have the exchange completed before the end of the State's fiscal year (June 30, 2009).

Kitsap County will also pay the salaries of two DNR employees who will do most of the work on the exchange. Brad, who will be the project manager, and Cindy Neff, a Lands Tech, who will assist Brad. Costs for other DNR employees who will work on this project (doing legal review, surveying, environmental assessment, title review, etc) will be covered by DNR. The

approximate cost to Kitsap for Brad and Cindy's time will be included in the letter of interest.

For the benefit of all involved, here are phone numbers for the primary parties (emails are above):

Brad Pruitt [redacted]
Matthew Keough, Kitsap County Parks Planning Manager (360) 337- 5357 Martha Droge, Kitsap County Park Project Coordinator (360) 337-5361 Kevin Howell, Kitsap County Prosecutor (Parks legal counsel) (360) 337- 7268

I hope this is hopeful.

Rick
---------- Forwarded Message: ----------
From: "Copy Desk" < copydesk@landtitleco.net >
To: < rickfackler@[redacted] >
Subject: E-228127/Kitsap County Parks & Recreation
Date: Tue, 20 Jan 2009 23:27:32 +0000

Good afternoon,

Attached you will find the title report you requested. Please let us know if you have any questions.

Thank you,

Land Title Company of Kitsap County
an Agent for Chicago Title Insurance Company
9657 Levin Rd. NW, Suite 100
Silverdale, WA 98383
Phone: 360-692-2233
Fax: 360-692-2244

# LAND TITLE COMPANY

**LEADERSHIP • TRUST • COMMITMENT**

Agent for Chicago Title Insurance Company

❑ **Title / Recording Dept.**

9657 Levin Road NW · Silverdale, Wa 98383

(360)692-2233 or 800-950-4321

Fax (360)692-2244

Our File No.: E-228127
Seller Name: Kitsap County Parks & Rec
Buyer Name: Kitsap County Parks & Rec./ Washington State Resources

Contacts:

Kitsap County Parks & Recreation
Attn: Rick
Phone Number:

1200 NW Fairgrounds
Bremerton, WA 98311

Attn:

*LITIGATION/TRUSTEE'S SALE/*

**Policy No.** WA2006-46-E-228127-2009.7208647-77019329

# CHICAGO TITLE INSURANCE COMPANY

**SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND THE OTHER PROVISIONS OF THE CONDITONS AND STIPULATIONS, CHICAGO TITLE INSURANCE COMPANY,** a Missouri corporation, herein called the Company, guarantees the Assured, against loss not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records, on the Date of Guarantee stated in Schedule A, the title to the herein described estate or interest was vested in the vestee named, subject to the matters shown as Exceptions in Schedule B, which Exceptions are not necessarily shown in the order of their priority.

*In Witness Whereof,* **CHICAGO TITLE INSURANCE COMPANY** has caused this policy to be signed and sealed as of the dte of policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

WA2006 E-228127
Land Title Company of Kitsap County, Inc.
9657 Levin Road N.W., Suite 100
Silverdale, WA 98383

**CHICAGO TITLE INSURANCE COMPANY**

By: President

ATTEST

Secretary

## EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this Guarantee:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Guarantee.
   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Guarantee.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Guarantee.
3. Defects, liens, encumbrances, adverse claims against the title as guaranteed, or other matters: (a) created, suffered, assumed or agreed to by one or more of the Assured;
   (b) not known to the Company, not recorded in the public records at Date of Guarantee but known to one or more of the Assured at Date of Guarantee;
   (c) resulting in no loss or damage to the Assured;
   (d) attaching or created subsequent to Date of Guarantee.
4. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule B or with respect to the validity, legal effect or priority of any matter shown therein.
5. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
6. Unpatented mining claims; reservations or exceptions in United States Patents or in Acts authorizing the issuance thereof; Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes; water rights, claims or title to water.
7. Title to any property beyond the lines of the land expressly described in the description set forth in this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
8. Any loss or damage which arises out of any transaction affecting the estate or interest shown in Schedule A of this Guarantee by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

## CONDITIONS AND STIPULATIONS

**1. DEFINITION OF TERMS:**

The following terms when used in this Guarantee mean:

(a) "land": the land described in this Guarantee and improvements affixed thereto which by law constitute real property.

(b) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a) (iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(c) "date;' "Date of Guarantee": the effective date;

(d) the Assured": the party or parties named as the Assured in this Guarantee, or in a supplemental writing executed by the Company;

(e) "mortgage": mortgage, deed of trust, trust deed, real estate contract or other security instrument.

**2. PROSECUTION OF ACTIONS**

(a) The Company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein guaranteed; and the Company may take any appropriate action under the terms of this Guarantee whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision hereof.

(b) In all cases where the Company does so institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for such purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.

**3. NOTICE OF LOSS-LIMITATION OF ACTION**

A statement in writing or any loss or damage for which it is claimed the Company is liable under this Guarantee shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Assured under this Guarantee until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Guarantee unless action shall be commenced thereon within two years after expiration of said thirty day period. Failure to furnish such statement of loss or damage or to commence such action within the time hereinbefore specified, shall be a conclusive bar against maintenance by the Assured of any action under this Guarantee.

**4. OPTION TO PAY, SETTLE OR COMPROMISE CLAIMS**

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage, the Company shall have the option to purchase the indebtedness secured by said mortgage. Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage securing the same to the Company upon payment of the purchase price.

**5. LIMITATION OF LIABILITY-PAYMENT OF LOSS**

(a) The liability of the Company under this Guarantee shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall such liability exceed the amount of the liability stated within this Guarantee.

(b) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorney's fees in litigation carried on by the Assured with the written authorization of the Company.

(c) No claim for damages shall arise or be maintainable under this Guarantee (1) if the Company after having received notice of an alleged defect, lien or encumbrance not shown as an Exception or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.

(d) All payments under this Guarantee, except for attorneys' fees as provided for in paragraph 5(b) hereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing this Guarantee for endorsement of such payment unless the Guarantee be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

(e) When liability has been definitely fixed in accordance with the conditions of this Guarantee, the loss or damage shall be payable within thirty days thereafter.

**6. SUBROGATION UPON PAYMENT OR SETTLEMENT**

Whenever the Company shall have settled a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to such claim had this Guarantee not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. The Assured if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right or subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving such rights or remedies.

**7. GUARANTEE ENTIRE CONTRACT**

Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Guarantee.

No provision or condition of this Guarantee can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

**8. NOTICES, WHERE SENT**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at the office which issued this Guarantee or to:

**CHICAGO TITLE INSURANCE COMPANY**
**National Claims Department**
**171 North Clark Street**
**Chicago, IL 60601-3294**

**9. THE FEE SPECIFIED WITHIN THIS GUARANTEE IS THE TOTAL FEE FOR TITLE SEARCH AND EXAMINATION AND FOR THIS GUARANTEE.**

**ISSUED FROM THE OFFICE OF LAND TITLE COMPANY OF KITSAP COUNTY**
**AS AGENT FOR CHICAGO TITLE INSURANCE COMPANY**

## LITIGATION/TRUSTEE'S SALE/CONTRACT FORFEITURE GUARANTEE

## SCHEDULE A

**Office File No.:** E-228127

**Policy No.:** 7208647-77019329

**Date of Policy:** January 8, 2009 at 08:00 AM

**Amount of Insurance:** $ 1,000.00

**Premium:** $ 1,150.00

**Tax:** $ 98.90

1. Name of Assured:
   KITSAP COUNTY PARKS AND RECREATION AND WASHINGTON STATE RESOURCES
2. The estate or interest in the land which is covered by this policy is:
   A Fee
3. Title to the estate or interest in the land is vested in:
   KITSAP COUNTY, a municipal corporation
4. The land referred to in this policy is described as follows:
   **SEE LEGAL DESCRIPTION ATTACHED ON EXHIBIT "A" AND BY REFERENCE MADE A PART HEREOF**

## LITIGATION/TRUSTEE'S SALE/CONTRACT FORFEITURE GUARANTEE

**Office File No.:** E-228127 **Policy No.:** 7208647-77019329

**EXHIBIT "A"**

**DESCRIPTION:**

PARCEL I:

THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, SECTION 1, TOWNSHIP 24 NORTH, RANGE 1 WEST, W.M., IN KITSAP COUNTY, WASHINGTON.

PARCEL II:

THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST, SECTION 1, TOWNSHIP 24 NORTH, RANGE 1 WEST, W.M., IN KITSAP COUNTY, WASHINGTON.

PARCEL III:

THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, SECTION 1, TOWNSHIP 24 NORTH, RANGE 1 WEST, W.M., IN KITSAP COUNTY, WASHINGTON.

PARCEL IV:

THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, SECTION 1, TOWNSHIP 24 NORTH, RANGE 1 WEST, W.M., IN KITSAP COUNTY, WASHINGTON.

PARCEL V:

THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, SECTION 1, TOWNSHIP 24 NORTH, RANGE 1 WEST, W.M., IN KITSAP COUNTY, WASHINGTON.

PARCEL VI:

THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, SECTION 1, TOWNSHIP 24 NORTH, RANGE 1 WEST, W.M., IN KITSAP COUNTY, WASHINGTON.

PARCEL VII:

THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, SECTION 1, TOWNSHIP 24 NORTH, RANGE 1 WEST, W.M., IN KITSAP COUNTY, WASHINGTON.

PARCEL VIII:

THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, SECTION 1, TOWNSHIP 24 NORTH, RANGE 1 WEST, W.M., IN KITSAP COUNTY, WASHINGTON.

PARCEL IX:

THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, SECTION 1, TOWNSHIP 24 NORTH, RANGE 1 WEST, W.M., IN KITSAP COUNTY, WASHINGTON.

**EXHIBIT "A"**
(Continued)

PARCEL X:

THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, SECTION 1, TOWNSHIP 24 NORTH, RANGE 1 WEST, W.M., IN KITSAP COUNTY, WASHINGTON.

PARCEL XI:

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, SECTION 1, TOWNSHIP 24 NORTH, RANGE 1 WEST, W.M., IN KITSAP COUNTY, WASHINGTON.

PARCEL XII:

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, SECTION 1, TOWNSHIP 24 NORTH, RANGE 1 WEST, W.M., IN KITSAP COUNTY, WASHINGTON.

PARCEL XIII:

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, SECTION 2, TOWNSHIP 24 NORTH, RANGE 1 WEST, W.M., IN KITSAP COUNTY, WASHINGTON.

PARCEL XIV:

THAT PORTION OF GOVERNMENT LOT 8, SECTION 2, TOWNSHIP 24 NORTH, RANGE 1 WEST, W.M., IN KITSAP COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 8 (ALSO BEING THE EAST QUARTER CORNER OF SAID SECTION 2); THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 2, A DISTANCE OF 400 FEET; THENCE WEST TO THE EAST LINE OF NW WILDCAT LAKE ROAD; THENCE NORTHERLY ALONG SAID EAST LINE OF NW WILDCAT LAKE ROAD TO THE NORTH LINE OF SAID GOVERNMENT LOT 8; THENCE EAST ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

PARCEL XV:

THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, SECTION 11, TOWNSHIP 24 NORTH, RANGE 1 WEST, W.M., IN KITSAP COUNTY, WASHINGTON.

PARCEL XVI:

THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, SECTION 11, TOWNSHIP 24 NORTH, RANGE 1 WEST, W.M., IN KITSAP COUNTY, WASHINGTON.

PARCEL XVII:

THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, SECTION 12, TOWNSHIP 24 NORTH, RANGE 1 WEST, W.M., IN KITSAP COUNTY, WASHINGTON.

PARCEL XVIII:

**EXHIBIT "A"**
(Continued)

THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, SECTION 12, TOWNSHIP 24 NORTH, RANGE 1 WEST, W.M., IN KITSAP COUNTY, WASHINGTON.

## LITIGATION/TRUSTEE'S SALE/CONTRACT FORFEITURE GUARANTEE

**Office File No.:** E-228127 **Policy No.:** 7208647-77019329

### SCHEDULE B

**SPECIAL EXCEPTIONS:**

1. Covenants, conditions and restrictions contained in the following instrument, but omitting covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law;
   Recorded:May 24, 1996
   Recording No.:9605240200
2. Terms and conditions as fully set forth in Non-Conversion Notice recorded March 25, 1993 under Auditor's File No. 9303250073.

   (Affects Parcels I through XIII, inclusive, and Parcels XV and XVI)
3. Terms and conditions as fully set forth in Non-Conversion Notice recorded November 8, 1994 under Auditor's File No. 9411080187.

   (Affects XV and XVI)
4. Terms and conditions as fully set forth in Non-Conversion Notice recorded August 5, 1993 under Auditor's File No. 9308050242.

   (Affects Parcels I through XII, inclusive)
5. Terms and conditions as fully set forth in Statutory Warranty Deed recorded May 17, 1977 under Auditor's File No. 1169752.

   (Affects Parcels VI, VIII, X and XII)
6. Easement, including its terms, covenants and provisions as disclosed by instrument;
   Recorded:November 19, 1941
   Recording No:350174
   For:open ditch
   Affects:the legal description contained therein is insufficient to specifically locate said easement
7. Easement, including its terms, covenants and provisions as disclosed by instrument;
   Recorded:may 22, 1968
   Recording No:930464
   For:existing roadway
   Affects:20 foot wide portion of Parcels IX, XI, XVII a nd XVIII
   a. Said instrument has been amended or modified by the following instrument;
      Recorded:December 20, 1985 and January 17, 1992
      Recording No.:8512200152 and 9201170230
8. Agreement, including its terms, covenants and provisions;
   Recorded: May 22, 1968
   Recording No.: 930464
   For: Permanent Easement Exchange
   a. Said instrument has been amended or modified by the following instrument;
      Recorded:December 20, 1985 and January 17, 1992
      Recording No.:8512200152 and 9201170230
9. Liability for maintenance of roadway as disclosed by instrument recorded under Auditor's File No. 930464.
   a. Said instrument has been amended or modified by the following instrument;
      Recorded:December 20, 1985 and January 17, 1992
      Recording No.:8512200152 and 9201170230

**SCHEDULE B**
(Continued)

10. Terms, covenants and conditions contained in Application for Current Use Classification, entered into pursuant to RCW 84.33 (including potential liability for future applicable taxes, penalties and interest upon breach of, or withdrawal from, said classification); notice of approval being recorded under
Recording No.:1092409
Records of:KITSAP County, Washington
Classification:Designated Forest Land

Please be advised that if this transaction is to include a conveyance, you will need to provide a copy of the Excise Tax Affidavit (it does not need to be signed) to the Kitsap County Assessor's Office at least 15 days before the date of recording. You may e-mail or fax the same to Tammera Beverage: fax 360.337.4874 / tbeverag@co.kitsap.wa.us

(Affects Parcel XIII)

11. Easement, including its terms, covenants and provisions as disclosed by instrument;
Recorded:October 18, 1978
Recording No:7810180161
For:roadway and existing road
Affects:the legal description contained therein is insufficient to specifically locate said easement

(Affects portion of Parcels V, VII, IX, XI, XIV, XV, XVI, XVII and XVIII)

a. Said instrument has been amended or modified by the following instrument;
Recorded:March 16, 1983
Recording No.:8303160098

12. Terms and conditions as fully set forth in Easement recorded April 29, 1983 under Auditor's File No. 8304290110.

13. Liability for maintenance of roadway as disclosed by instrument recorded under Auditor's File No. 8304290110.

14. Terms and conditions as fully set forth in Notice of Moratorium on Non-Forestry Use of Land recorded August 31, 1999 under Auditor's File No. 3114322.

(Affects Parcels VI, VIII, X and XII)

15. Terms and conditions as fully set forth in Non-Conversion Notice recorded January 9, 1996 under Auditor's File No. 9601090024.

(Affects Parcels XIII, XV and XVI)

16. Terms and conditions as fully set forth in Non-Conversion Notice recorded May 26, 1995 under Auditor's File No. 9505260034.

(Affects XIII, XV and XVI)

17. Covenants, conditions and restrictions contained in the following instrument, but omitting covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law;
Recorded:March 30, 2007
Recording No.:200703300433

18. Easement, including its terms, covenants and provisions as disclosed by instrument;
Recorded:March 30, 2007
Recording No:200703300433
For:conservation purposes
Affects:the legal description contained therein is insufficient to specifically locate said easement

## SCHEDULE B
(Continued)

19. Covenants, conditions and restrictions contained in the following instrument, but omitting covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law;
Recorded:April 19, 2004
Recording No.:200404190410

20. Terms and conditions as fully set forth in Notice of Continuing Forest Land Obligations recorded April 19, 2004 under Auditor's File No. 200404190410.

21. Liability for maintenance of roadway as disclosed by instrument recorded under Auditor's File No. 200404190410.

22. Terms and conditions as fully set forth in Special Warranty Deed recorded April 19, 2004 under Auditor's File No. 200404190409.

23. The subject property is presently classed as exempt from standard taxation. It may be subject to the collection of back taxes for a three to ten year period, depending upon the actual use classification of the property after sale and during its exempt status.

(Affects Parcels I through XVIII, inclusive)

24. General taxes for 2009, payable after February 15, 2009, which become delinquent after April 30, 2009, if first half not paid;
Amount:$18.14
Tax Account No.:112401-1-017-1005
Affects:Parcel XV
Levy Code:6079
Land Value:$245,700.00
Improvement Value:$0.00
Total Assessed Value: $245,700.00

25. General taxes for 2009, payable after February 15, 2009, which become delinquent after April 30, 2009, if first half not paid;
Amount:$18.14
Tax Account No.:112401-1-016-1006
Affects:Parcel XVI
Levy Code:6079
Land Value:$245,700.00
Improvement Value:$0.00
Total Assessed Value: $245,700.00

26. General taxes for 2009, payable after February 15, 2009, which become delinquent after April 30, 2009, if first half not paid;
Amount:$18.14
Tax Account No.:112401-2-008-1003
Affects:Parcel XVII
Levy Code:6079
Land Value:$245,700.00
Improvement Value:$0.00
Total Assessed Value: $245,700.00

## SCHEDULE B
(Continued)

27. General taxes for 2009, payable after February 15, 2009, which become delinquent after April 30, 2009, if first half not paid;
Amount:$18.14
Tax Account No.:122401-2-007-1004
Affects:Parcel XVIII
Levy Code:6029
Land Value:$245,700.00
Improvement Value:$0.00
Total Assessed Value: $245,700.00

28. Existence of roadways, constructive notice which is contained in Special Warranty Deed recorded under Auditor's File No. 200404190409, by the recital:
"Except that portion thereof lying within the boundaries of any existing county road."

END SPECIAL EXCEPTIONS

SG/jt

A. NOTE: The following information will be required on the first page of all recorded documents per RCW 36.18 AND 65.04 - Document Standardization:

Brief Legal: NW/NW 1-24N-1W; SW/NW 1-24N-1W; NW/SW 1-24N-1W; NW/SW 1-24N-1W; NE/SW 1-24N-1W; SW/SW 1-24N-1W; SE/SW 1-24N-1W & SE/SE 2-24N-1W; GL8 2-24-1W; NE/NE 11-24N-1W & NW/NW 12-24N-1W
Tax Account Nos.: 112401-1-017-1005, 112401-1-016-1006, 122401-2-008-1003, 122401-2-007-1004, 012401-2-034-1004, 012401-2-033-1005, 012401-2-035-1003, 012401-2-036-1002, 012401-3-003-1009, 012401-3-001-1001, 012401-3-004-1008, 012401-3-002-1000, 012401-3-005-1007, 012401-3-007-1005, 012401-3-006-1006, 012401-3-008-1004, 022401-4-025-1000 & 022401-4-002-1007

B. NOTE: A Survey recorded under Auditor's File Nos. 1082858 and 3150648.

## LITIGATION/TRUSTEE'S SALE/CONTRACT FORFEITURE GUARANTEE

## INFORMATION FOR THE ASSURED

**Office File No.:** E-228127

**Policy No.:** 7208647-77019329

1. This guarantee is restricted to the use of the Assured solely for the purpose of providing information to facilitate the commencement of a suit at law or the forfeiture of a real estate contract pursuant to RCW 61.30 or a foreclosure pursuant to RCW 61.24 of a mortgage described in Schedule B, affecting the land described in Schedule A. The Company shall have no liability for any reliance hereon except for the purpose for which this guarantee is issued. This Guarantee is not a commitment nor an obligation by the company to issue any policy or policies of title insurance insuring said land, and is not to be used as a basis for closing any transaction affecting title to said land.

2. Upon request WITHIN 60 DAYS from the effective date of this Guarantee, the company will extend the effective date of this Guarantee by endorsement to include the filing of any complaint and recording of Notice of Lis Pendens, recording of Notice of Intent to Forfeit Real Estate Contract, or recording of Notice of Trustee's Sale. Such an endorsement will show as additional exceptions, and therefore exclude from coverage, those matters attaching subsequent to the effective date of this Guarantee but prior to the issuance of the endorsement.

3. Upon request on the 30th day preceding the date set for the forfeiture of real estate contract, or trustee's sale, the company will issue an endorsement identifying federal tax liens, if any, affecting the land described in Schedule A. THE RESPONSIBILITY, HOWEVER, FOR DETERMINING THE 30TH DAY BEFORE THE SALE OR FORFEITURE, AND FOR MAKING THE REQUEST ON THAT SAME DAY, IS BORNE BY THE ASSURED.

4. The Company may, BUT IS NOT OBLIGATED TO, issue additional endorsements extending the effective date of this Guarantee at the request of the Assured. The fee for such endorsements will be charged according to the Company's filed Rate Schedule for such endorsements. The Company will not, and accepts no obligation to, issue an endorsement extending the effective date to, or beyond, any sale of the premises or a Declaration of Forfeiture of a Real Estate Contract, trustee's sale or deed in lieu of thereof.

5. Attention is called to the Servicemembers Civil Relief Act (108 P.L. 189; 117 Stat. 2835; 2003 Enacted H.R. 100) and amendments thereto which contain inhibitions against the sale of land under a deed of trust if the owner is entitled to the benefits of said Act.

6. Attention is called to the Federal Tax Lien Act of 1966 and amendments thereto which, among other things, provides for the giving of written notice of sale or forfeiture in a specified manner to the Secretary of the Treasury or his delegate as a requirement for the discharge or divestment of a federal tax lien in a non-judicial sale or forfeiture, and establishes with respect to such lien a right in the United States to redeem the property within a period of 120 days from the date of any such sale or forfeiture.

# INFORMATION

## **Kitsap County Auditor Recording Fees**

Effective January 1, 2008

| | | |
|---|---|---|
| Document - | Real Estate and Miscellaneous - First Page | $42.00 |
| | Each Additional Page | $ 1.00 |
| Document - | Deed of Trust - First Page | $43.00 |
| | Each Additional Page | $ 1.00 |
| Document - | First Page of the following:<br>Assignment of Deed of Trust<br>Substitution of Trustee<br>Appointment of Trustee<br>Resignation & Appointment of Successor | $14.00 |
| Trustee | Each Additional Page | $ 1.00 |

** Other charges may apply

## Land Title Company & Kitsap County Courthouse
## 2009 Holiday Schedule

| | |
|---|---|
| January 1 | * New Year's Day |
| January 19 | * Martin Luther King Jr Birthday |
| February 16 | * President's Day |
| May 25 | * Memorial Day |
| July 3 | * Independence Day |
| September 7 | * Labor Day |
| November 11 | * Veterans' Day |
| November 26/27 | * Thanksgiving Break |
| December 25 | * Christmas Day |

# Privacy Statement

**Land Title Company of Kitsap County as agent of**
**Fidelity National Financial Group et al**

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

**In the course of our business, we may collect Personal Information about you from the following sources:**

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by, us, our affiliates, or others;
- From our internet web sites;
- From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others, and;
- From consumer or other reporting agencies.

**Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information**

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to your Personal Information only to those employees who need such access in connection with providing products or services to you for other legitimate business purposes.

**Our Policies and Practices Regarding the Sharing of Your Personal Information**

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We also may disclose your Personal Information:

- to agents, brokers or representatives to provide you with services you have requested;
- to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- to others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose you Personal Information when you direct or give us permission, when we are required to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain you Personal Information.

**Right to Access Your Personal Information and Ability to Correct Errors Or Request Changes or Deletion**

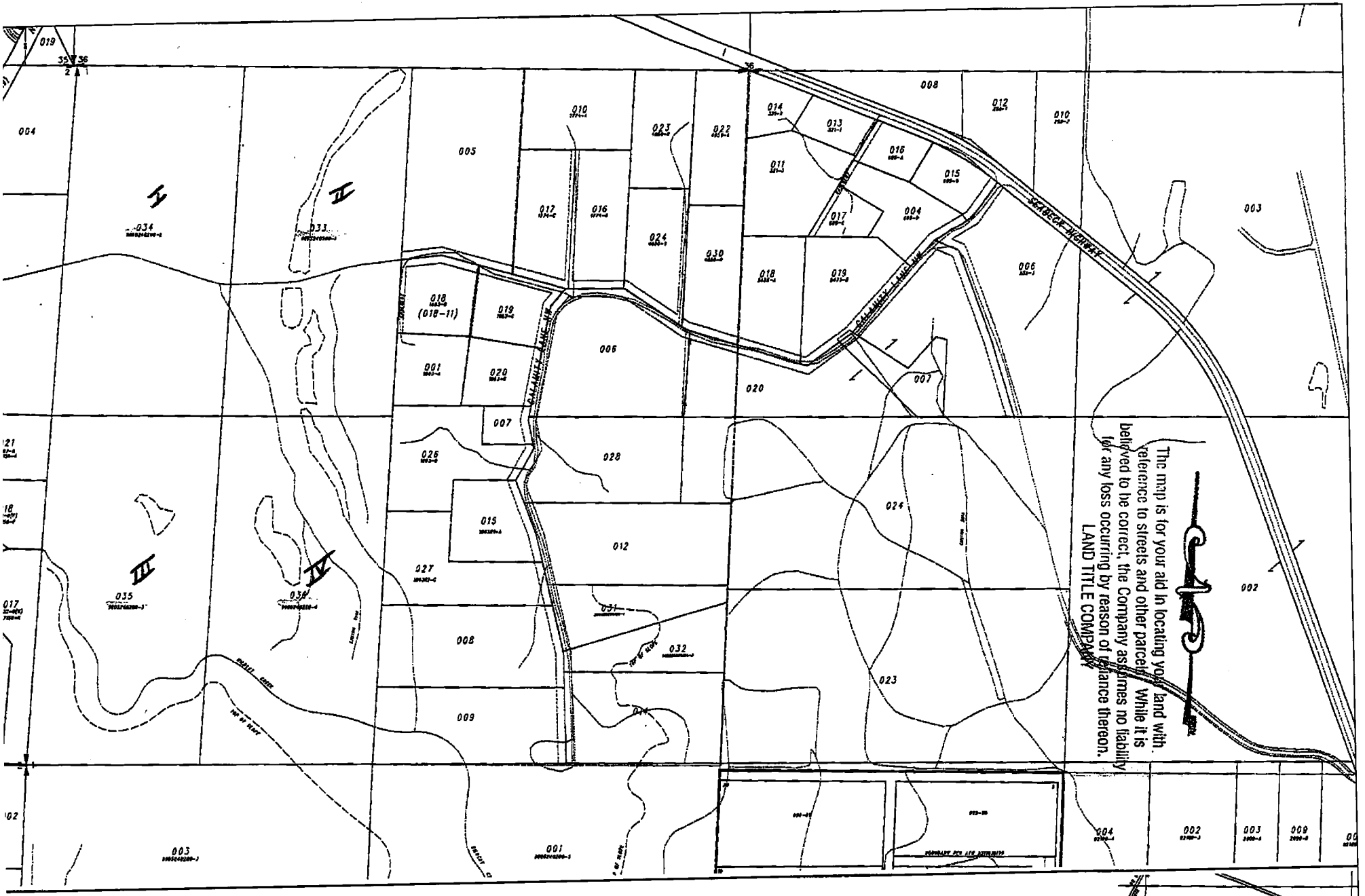
Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

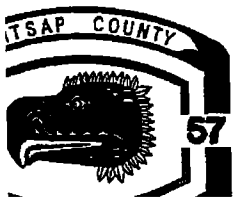
All requests must be made in writing to the following address:

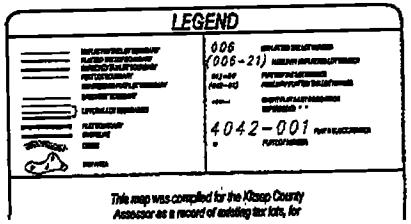
Privacy Compliance Officer
Fidelity National Financial, Inc.
4050 Calle Real, Suite 220
Santa Barbara, CA

**Multiple Products or Services**

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.



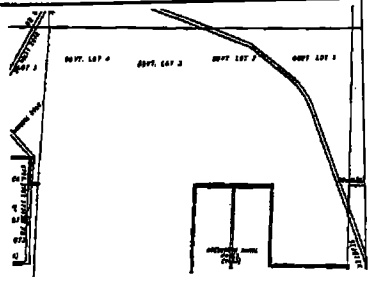



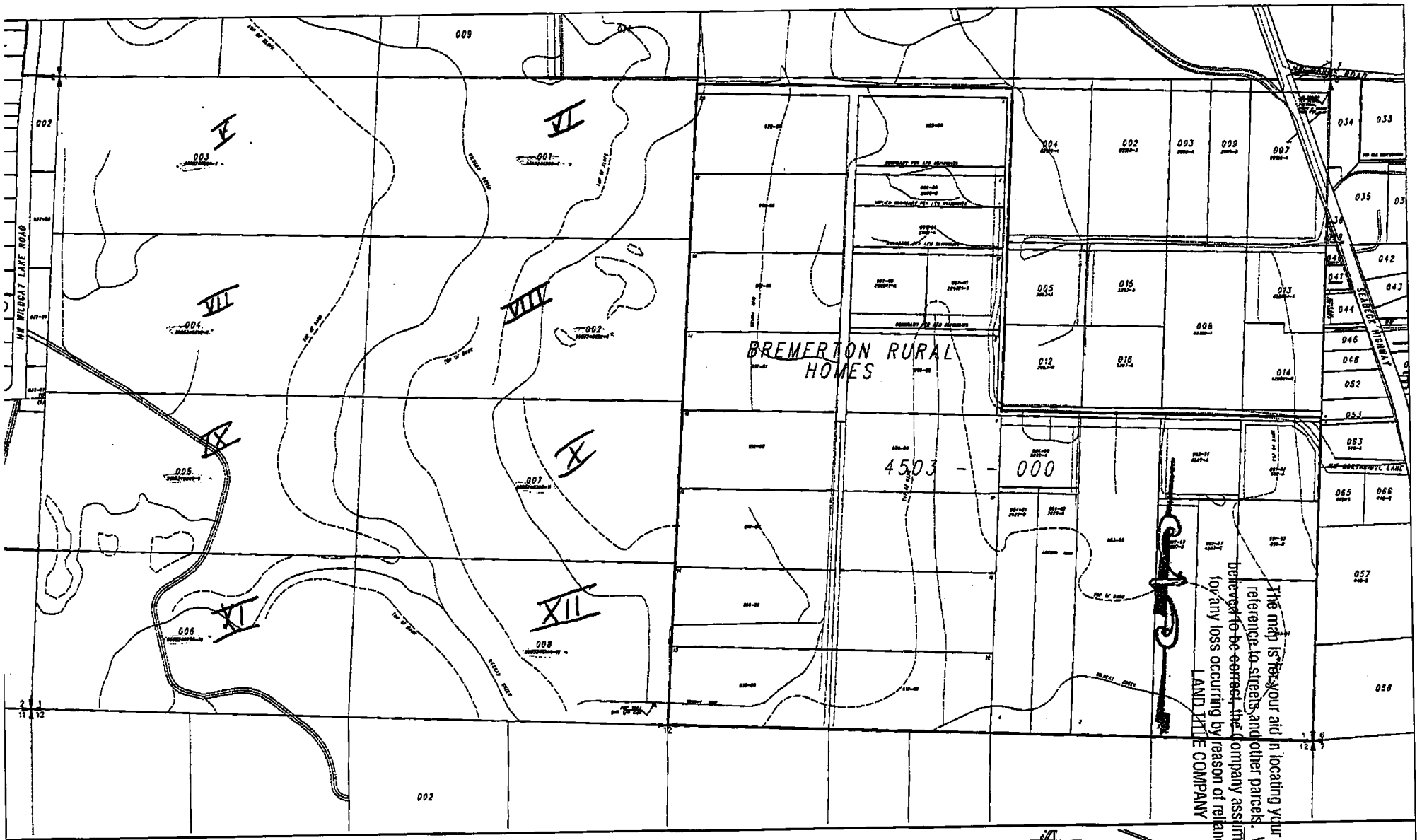




# North 1/2
# Section 01-24-1W

*Scale: 1 = 200'*

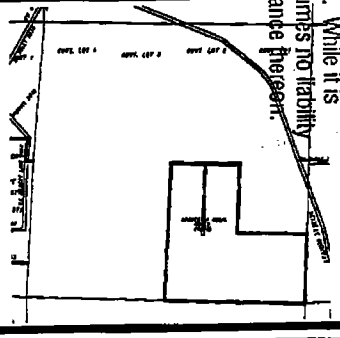
*December 28, 2005*

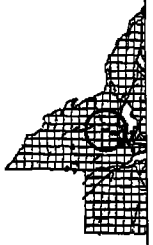





The map is for your aid in locating your land with reference to streets and other parcels. While it is believed to be correct, the Company assumes no liability for any loss occurring by reason of reliance thereon.

LAND TITLE COMPANY





KITSAP COUNTY 57 WASHINGTON

LEGEND

006 (006-21)

4042-001

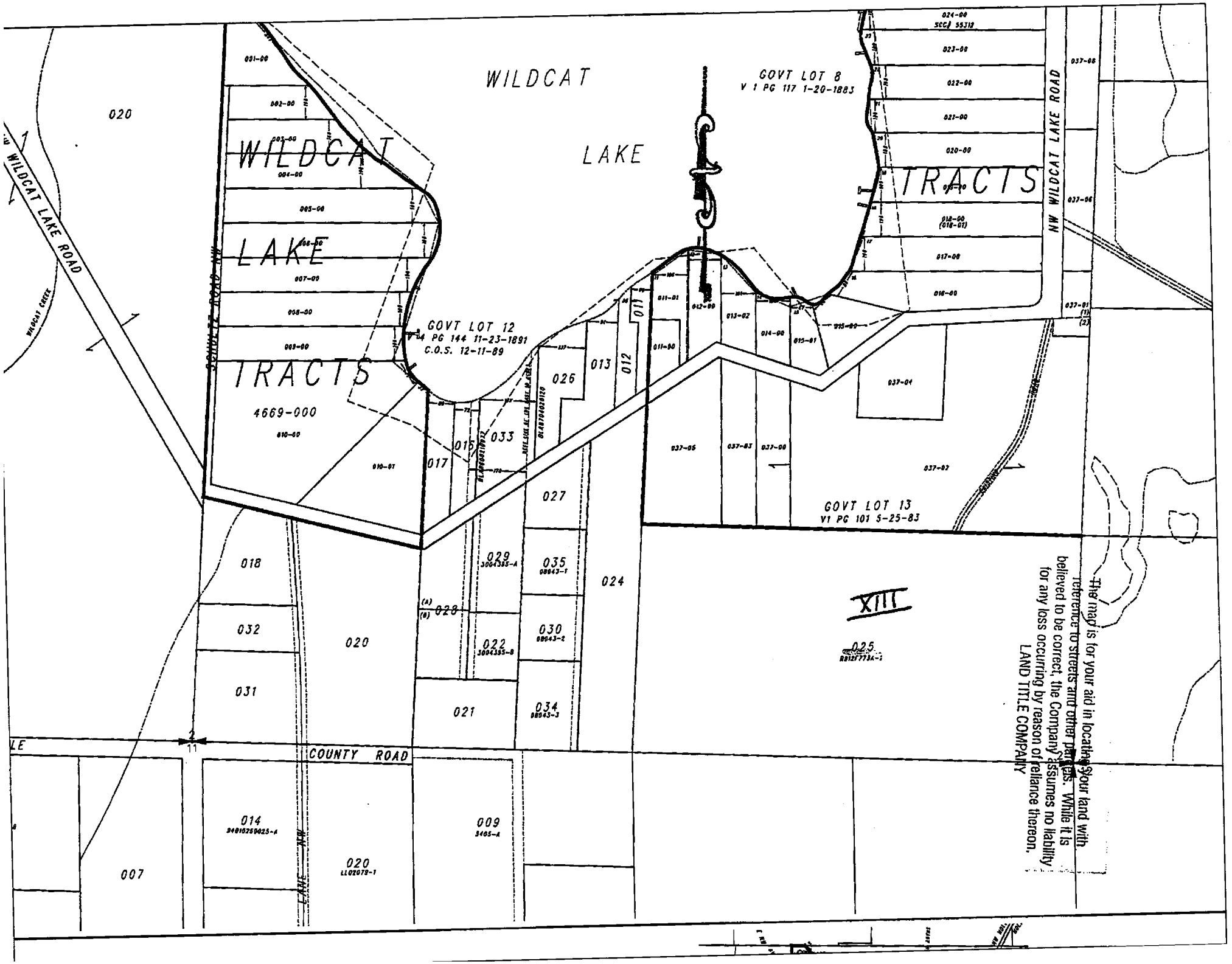
This map was compiled for the Kitsap County Assessor as a record of existing tax lots, for tax assessment purposes only. It is not a survey map.

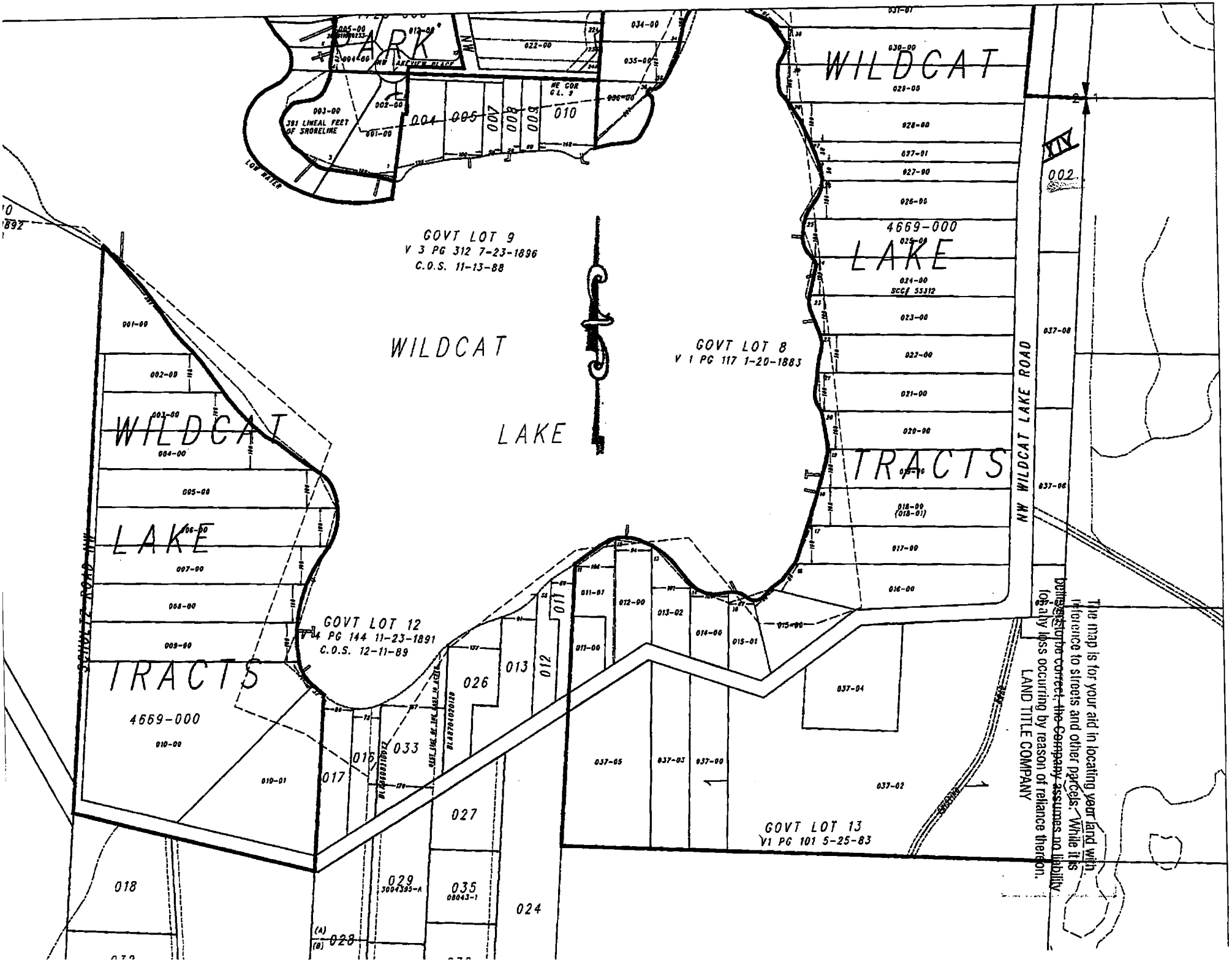
# South 1/2
# Section 01-24-1W

Scale: 1 = 200'

December 28, 2005

Map Number Q01S


WILDCAT LAKE
WILDCAT LAKE TRACTS
GOVT LOT 8
V 1 PG 117 1-20-1883
GOVT LOT 12
V 4 PG 144 11-23-1891
C.O.S. 12-11-89
GOVT LOT 13
V1 PG 101 5-25-83
WILDCAT LAKE ROAD
NW WILDCAT LAKE ROAD
COUNTY ROAD
4669-000
XIII
The map is for your aid in locating your land with reference to streets and other parcels. While it is believed to be correct, the Company assumes no liability for any loss occurring by reason of reliance thereon.
LAND TITLE COMPANY

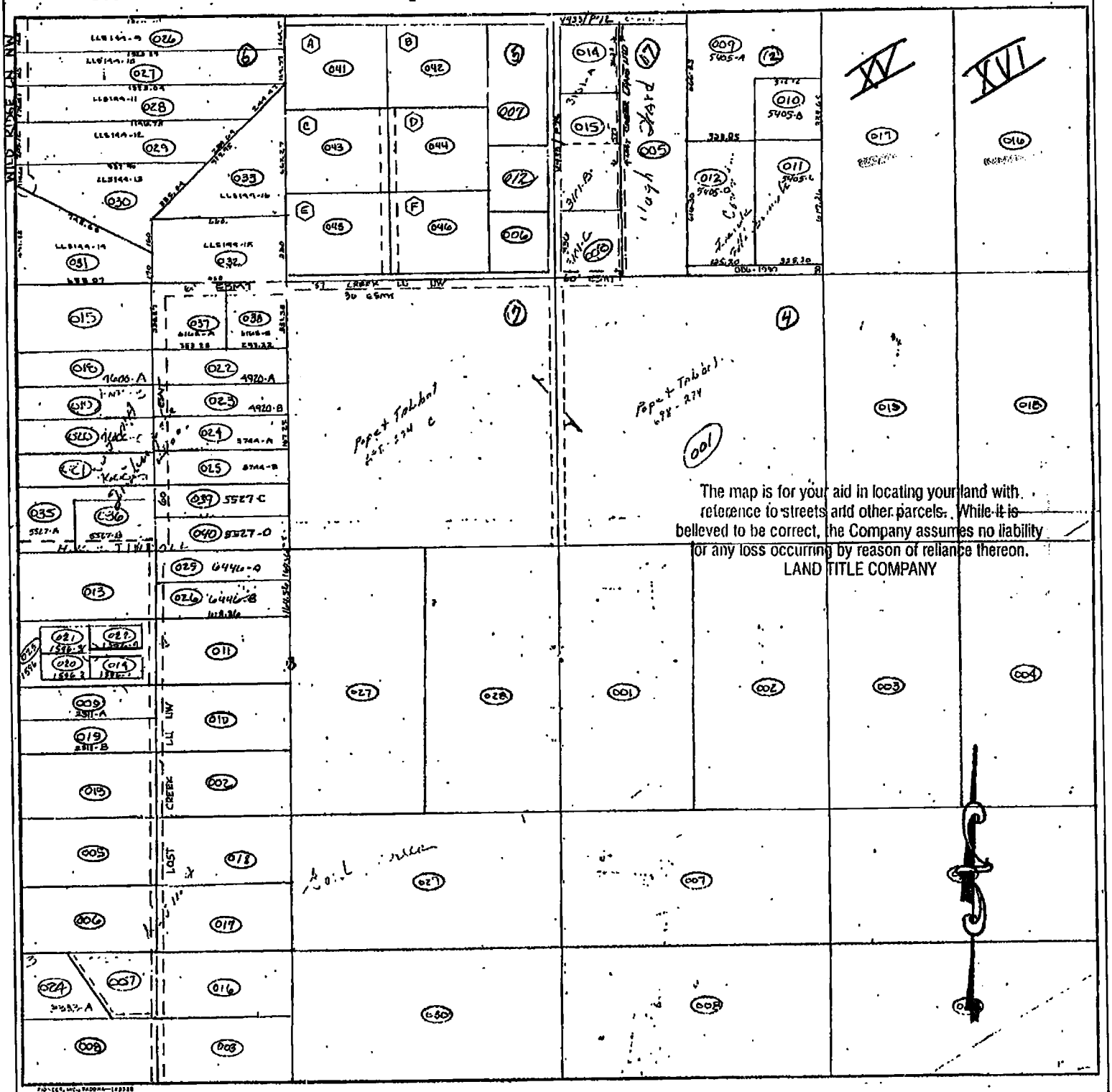



The map is for your aid in locating your land with reference to streets and other parcels. While it is believed to be correct, the Company assumes no liability for any loss occurring by reason of reliance thereon.

LAND TITLE COMPANY

OPY

Section 11 Township 21 Range 1 WEST Scale 1 inch 400 ft.

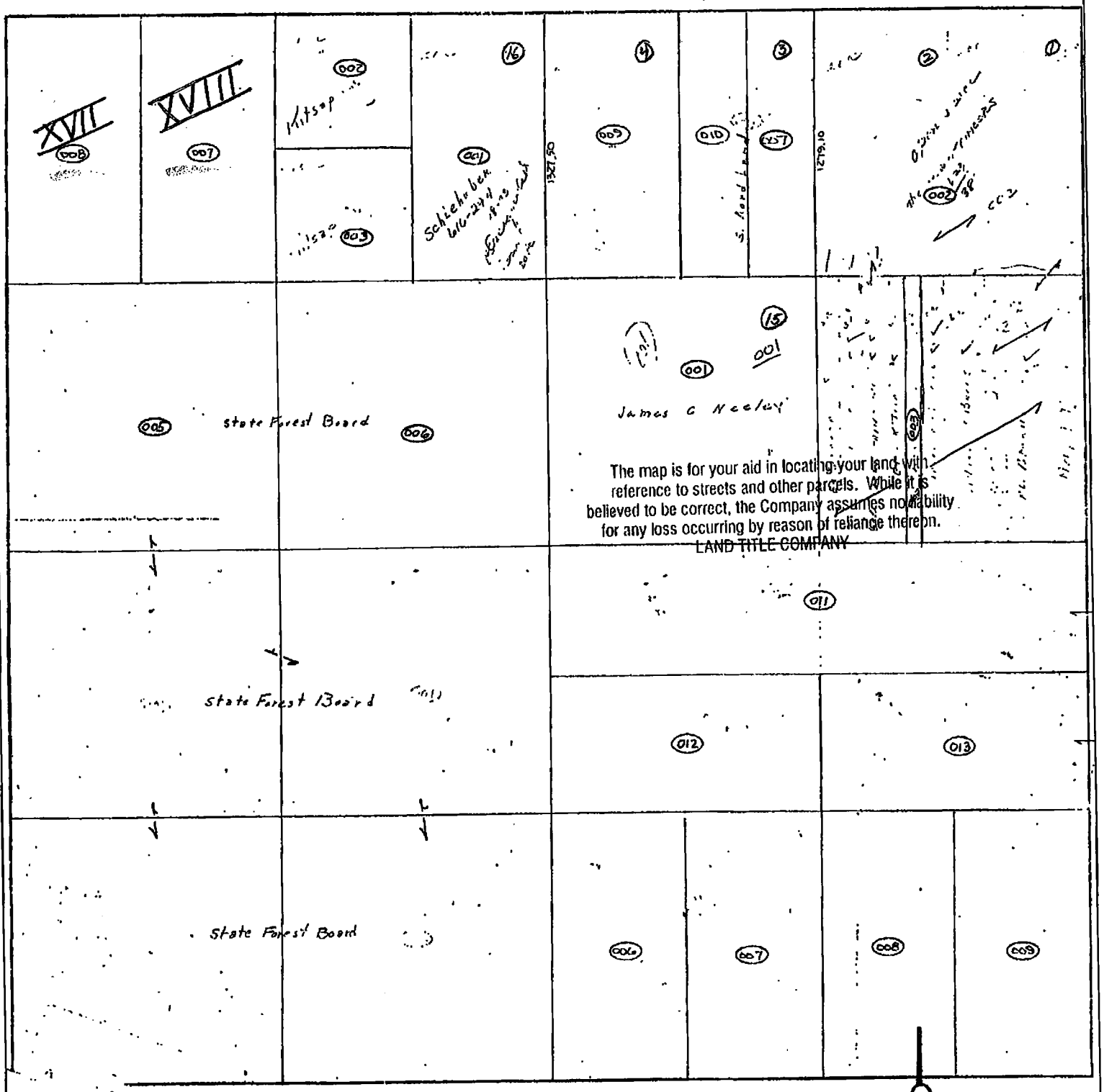



The map is for your aid in locating your land with reference to streets and other parcels. While it is believed to be correct, the Company assumes no liability for any loss occurring by reason of reliance thereon.
LAND TITLE COMPANY

E COPY

Q120

Section 12 Township 24 Range 1 WEST Scale 1 inch 400 ft.




The map is for your aid in locating your land with reference to streets and other parcels. While it is believed to be correct, the Company assumes no liability for any loss occurring by reason of reliance thereon.

LAND TITLE COMPANY

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***Barbara Stephenson***
MAKE REMITTANCES PAYABLE TO:
Kitsap County Treasurer
P.O. Box 299,
Bremerton, WA 98337

# 2009 WEB TAX STATEMENT

Printed:01/12/2009

KITSAP COUNTY
614 DIVISION
PORT ORCHARD, WA 98366

| Account Number |
|---|
| 012401-2-034-1004 |

** For Informational Purposes Only **

Process Number 2311389

Taxpayer Name:
KITSAP COUNTY

## GENERAL TAX DISTRIBUTION

| 2008 | | 2009 | |
|---|---|---|---|
| 2008 Total: | $.00 | 2009 Total: | $.00 |

## Tax Property Description

01241W
LOT 2, PAGE 1 OF SEGREGATION REQUEST RECORDED UNDER AUDITOR'S FILE NO. 9605240200; THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 24 NORTH, RANGE 1 WEST, W.M., KITSAP COUNTY, WASHINGTON.

## VALUE INFORMATION FOR TAX

| | 2008 | 2009 |
|---|---|---|
| Land: | $256,790 | $246,360 |
| Improvements: | $0 | $0 |
| TOTAL VALUE: | $256,790 | $246,360 |

| Exemptions (if any): | | |
|---|---|---|
| Total Qualifying Exemptions: | $0 | $0 |

TOTAL TAXABLE VALUE:(Land + Improvements minus Qualifying Exemptions)

| | |
|---|---|
| $0 | $0 |

Levy Code 6070 General Levy Rate per $1000 10.0985

Voted Rate -- 32.4 % Voter Approved

## Current Taxes

| ASSESSMENT | 2008 | 2009 |
|---|---|---|
| Asmt Total | $.00 | $.00 |

**2009 General Property Tax + Assessments = $.00**

| Delinquent Section | | |
|---|---|---|
| Year | Taxes Int/Pen to 1/2009 | Total |
| Total Delinquent Amt Due: | | $.00 |
| Total Collection Cost: | | $.00 |

**TOTAL AMOUNT DUE:** **No Taxes Owing**

First half taxes paid after April 30th will incur interest plus penalty computed on the FULL year amount (RCW 84.56.020).

View: Receipt(s) on file
[Click here to Print]

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***Barbara Stephenson***
MAKE REMITTANCES PAYABLE TO:
Kitsap County Treasurer
P.O. Box 299,
Bremerton, WA 98337

# 2009 WEB TAX STATEMENT

Printed:01/12/2009

KITSAP COUNTY
614 DIVISION ST MS-4
PORT ORCHARD, WA 98366

| Account Number |
|---|
| 012401-2-033-1005 |

** For Informational Purposes Only **

Process Number 2311371

Taxpayer Name:
KITSAP COUNTY

## GENERAL TAX DISTRIBUTION

| 2008 | | 2009 | |
|---|---|---|---|
| 2008 Total: | $.00 | 2009 Total: | $.00 |

## Tax Property Description

01241W
LOT 1, PAGE 1 OF SEGREGATION REQUEST RECORDED UNDER AUDITOR'S FILE NO. 9605240200; THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 24 NORTH, RANGE 1 WEST, W.M., KITSAP COUNTY, WASHINGTON.

## VALUE INFORMATION FOR TAX

| | 2008 | 2009 |
|---|---|---|
| Land: | $256,790 | $246,360 |
| Improvements: | $0 | $0 |
| TOTAL VALUE: | $256,790 | $246,360 |

| Exemptions (if any): | | |
|---|---|---|
| Total Qualifying Exemptions: | $0 | $0 |

TOTAL TAXABLE VALUE:(Land + Improvements minus Qualifying Exemptions)

| | |
|---|---|
| $0 | $0 |

## Current Taxes

| ASSESSMENT | 2008 | 2009 |
|---|---|---|
| Asmt Total | $.00 | $.00 |

**2009 General Property Tax + Assessments = $.00**

| Delinquent Section | | |
|---|---|---|
| Year | Taxes Int/Pen to 1/2009 | Total |
| Total Delinquent Amt Due: | | $.00 |
| Total Collection Cost: | | $.00 |

Levy Code 6070 General Levy Rate per $1000 10.0985

Voted Rate -- 32.4 % Voter Approved

**TOTAL AMOUNT DUE:** **No Taxes Owing**

First half taxes paid after April 30th will incur interest plus penalty computed on the FULL year amount (RCW 84.56.020).

View: Receipt(s) on file
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***Barbara Stephenson***
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Kitsap County Treasurer
P.O. Box 299,
Bremerton, WA 98337

# 2009 WEB TAX STATEMENT

Printed:01/12/2009

KITSAP COUNTY

| Account Number |
|---|
| 012401-2-035-1003 |

** For Informational Purposes Only **

Process Number 2311397

Taxpayer Name:
KITSAP COUNTY

## GENERAL TAX DISTRIBUTION

| 2008 | | 2009 | |
|---|---|---|---|
| 2008 Total: | $.00 | 2009 Total: | $.00 |

## Tax Property Description

01241W
LOT 3, PAGE 1 OF SEGREGATION REQUEST RECORDED UNDER AUDITOR'S FILE NO. 9605240200; THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 24 NORTH, RANGE 1 WEST, W.M., KITSAP COUNTY, WASHINGTON.

## VALUE INFORMATION FOR TAX

| | 2008 | 2009 |
|---|---|---|
| Land: | $256,100 | $245,700 |
| Improvements: | $0 | $0 |
| TOTAL VALUE: | $256,100 | $245,700 |
| Exemptions (if any): | | |
| Total Qualifying Exemptions: | $0 | $0 |
| TOTAL TAXABLE VALUE:(Land + Improvements minus Qualifying Exemptions) | $0 | $0 |

## Current Taxes

| ASSESSMENT | 2008 | 2009 |
|---|---|---|
| Asmt Total | $.00 | $.00 |

**2009 General Property Tax + Assessments = $.00**

| Delinquent Section | | |
|---|---|---|
| Year | Taxes Int/Pen to 1/2009 | Total |
| Total Delinquent Amt Due: | | $.00 |
| Total Collection Cost: | | $.00 |

Levy Code 6070 General Levy Rate per $1000 10.0985

**Voted Rate -- 32.4 % Voter Approved**

**TOTAL AMOUNT DUE:** **No Taxes Owing**

First half taxes paid after April 30th will incur interest plus penalty computed on the FULL year amount (RCW 84.56.020).

View: Receipt(s) on file
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*Barbara Stephenson*
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Kitsap County Treasurer
P.O. Box 299,
Bremerton, WA 98337

# 2009 WEB TAX STATEMENT

Printed:01/12/2009

KITSAP COUNTY

| Account Number |
|---|
| 012401-2-036-1002 |

** For Informational Purposes Only **

Process Number 2311405

Taxpayer Name:
KITSAP COUNTY

## GENERAL TAX DISTRIBUTION

| 2008 | | 2009 | |
|---|---|---|---|
| 2008 Total: | $.00 | 2009 Total: | $.00 |

## Tax Property Description

01241W
LOT 4, PAGE 1 OF SEGREGATION REQUEST RECORDED UNDER AUDITOR'S FILE NO. 9605240200; THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 24 NORTH, RANGE 1 WEST, W.M., KITSAP COUNTY, WASHINGTON.

## VALUE INFORMATION FOR TAX

| | 2008 | 2009 |
|---|---|---|
| Land: | $256,100 | $245,700 |
| Improvements: | $0 | $0 |
| TOTAL VALUE: | $256,100 | $245,700 |

| Exemptions (if any): | | |
|---|---|---|
| Total Qualifying Exemptions: | $0 | $0 |

TOTAL TAXABLE VALUE:(Land + Improvements minus Qualifying Exemptions)

| | |
|---|---|
| $0 | $0 |

## Current Taxes

| ASSESSMENT | 2008 | 2009 |
|---|---|---|
| Asmt Total | $.00 | $.00 |

**2009 General Property Tax + Assessments = $.00**

| Delinquent Section | | |
|---|---|---|
| Year | Taxes Int/Pen to 1/2009 | Total |
| Total Delinquent Amt Due: | | $.00 |
| Total Collection Cost: | | $.00 |

Levy Code **6070** General Levy Rate per $1000 **10.0985**

**Voted Rate -- 32.4 % Voter Approved**

**TOTAL AMOUNT DUE:** **No Taxes Owing**

First half taxes paid after April 30th will incur interest plus penalty computed on the FULL year amount (RCW 84.56.020).

View: Receipt(s) on file
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***Barbara Stephenson***
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Kitsap County Treasurer
P.O. Box 299,
Bremerton, WA 98337

# 2009 WEB TAX STATEMENT

Printed:01/12/2009

KITSAP COUNTY

| Account Number |
|---|
| 012401-3-003-1009 |

** For Informational Purposes Only **

Process Number 2311439

Taxpayer Name:
KITSAP COUNTY

| GENERAL TAX DISTRIBUTION | | | |
|---|---|---|---|
| 2008 | | 2009 | |
| 2008 Total: | $.00 | 2009 Total: | $.00 |

## Tax Property Description

01241W
LOT 7, PAGE 1 OF SEGREGATION REQUEST RECORDED UNDER AUDITOR'S FILE NO. 9605240200; THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 24 NORTH, RANGE 1 WEST, W.M., KITSAP COUNTY, WASHINGTON.

## VALUE INFORMATION FOR TAX

| | 2008 | 2009 |
|---|---|---|
| Land: | $256,100 | $245,700 |
| Improvements: | $0 | $0 |
| TOTAL VALUE: | $256,100 | $245,700 |

| Exemptions (if any): | | |
|---|---|---|
| Total Qualifying Exemptions: | $0 | $0 |

TOTAL TAXABLE VALUE:(Land + Improvements minus Qualifying Exemptions)

| | |
|---|---|
| $0 | $0 |

| Current Taxes | | |
|---|---|---|
| ASSESSMENT | 2008 | 2009 |
| Asmt Total | $.00 | $.00 |

**2009 General Property Tax + Assessments = $.00**

| Delinquent Section | | |
|---|---|---|
| Year | Taxes Int/Pen to 1/2009 | Total |
| Total Delinquent Amt Due: | | $.00 |
| Total Collection Cost: | | $.00 |

Levy Code 6070 General Levy Rate per $1000 10.0985

**Voted Rate -- 32.4 % Voter Approved**

**TOTAL AMOUNT DUE:** **No Taxes Owing**

First half taxes paid after April 30th will incur interest plus penalty computed on the FULL year amount (RCW 84.56.020).

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***Barbara Stephenson***
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Kitsap County Treasurer
P.O. Box 299,
Bremerton, WA 98337

# 2009 WEB TAX STATEMENT

Printed:01/12/2009

KITSAP COUNTY

| Account Number |
|---|
| 012401-3-001-1001 |

** For Informational Purposes Only **

Process Number 2311413

Taxpayer Name:
KITSAP COUNTY

| GENERAL TAX DISTRIBUTION | | | |
|---|---|---|---|
| 2008 | | 2009 | |
| 2008 Total: | $.00 | 2009 Total: | $.00 |

## Tax Property Description

01241W
LOT 5, PAGE 1 OF SEGREGATION REQUEST RECORDED UNDER AUDITOR'S FILE NO. 9605240200; THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 24 NORTH, RANGE 1 WEST, W.M., KITSAP COUNTY, WASHINGTON.

## VALUE INFORMATION FOR TAX

| | 2008 | 2009 |
|---|---|---|
| Land: | $256,100 | $245,700 |
| Improvements: | $0 | $0 |
| TOTAL VALUE: | $256,100 | $245,700 |

| Exemptions (if any): | | |
|---|---|---|
| Total Qualifying Exemptions: | $0 | $0 |

TOTAL TAXABLE VALUE:(Land + Improvements minus Qualifying Exemptions)

| | |
|---|---|
| $0 | $0 |

| Current Taxes | | |
|---|---|---|
| ASSESSMENT | 2008 | 2009 |
| Asmt Total | $.00 | $.00 |

**2009 General Property Tax + Assessments = $.00**

| Delinquent Section | | |
|---|---|---|
| Year | Taxes Int/Pen to 1/2009 | Total |
| Total Delinquent Amt Due: | | $.00 |
| Total Collection Cost: | | $.00 |

Levy Code 6070 General Levy Rate per $1000 10.0985

**Voted Rate -- 32.4 % Voter Approved**

**TOTAL AMOUNT DUE:** **No Taxes Owing**

First half taxes paid after April 30th will incur interest plus penalty computed on the FULL year amount (RCW 84.56.020).

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Kitsap County Treasurer
P.O. Box 299,
Bremerton, WA 98337

# 2009 WEB TAX STATEMENT

Printed:01/12/2009

KITSAP COUNTY

| Account Number |
|---|
| 012401-3-004-1008 |

** For Informational Purposes Only **

Process Number 2311447

Taxpayer Name:
KITSAP COUNTY

| GENERAL TAX DISTRIBUTION | | | |
|---|---|---|---|
| 2008 | | 2009 | |
| 2008 Total: | $.00 | 2009 Total: | $.00 |

## Tax Property Description

01241W
LOT 8, PAGE 1 OF SEGREGATION REQUEST RECORDED UNDER AUDITOR'S FILE NO. 9605240200; THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 24 NORTH, RANGE 1 WEST, W.M., KITSAP COUNTY, WASHINGTON.

## VALUE INFORMATION FOR TAX

| | 2008 | 2009 |
|---|---|---|
| Land: | $256,100 | $245,700 |
| Improvements: | $0 | $0 |
| TOTAL VALUE: | $256,100 | $245,700 |

| | | |
|---|---|---|
| Exemptions (if any): | | |
| Total Qualifying Exemptions: | $0 | $0 |

TOTAL TAXABLE VALUE:(Land + Improvements minus Qualifying Exemptions)

| | |
|---|---|
| $0 | $0 |

| Current Taxes | | |
|---|---|---|
| ASSESSMENT | 2008 | 2009 |
| Asmt Total | $.00 | $.00 |

**2009 General Property Tax + Assessments = $.00**

| Delinquent Section | | |
|---|---|---|
| Year | Taxes Int/Pen to 1/2009 | Total |
| Total Delinquent Amt Due: | | $.00 |
| Total Collection Cost: | | $.00 |

Levy Code 6070 General Levy Rate per $1000 10.0985

**Voted Rate -- 32.4 % Voter Approved**

**TOTAL AMOUNT DUE:** **No Taxes Owing**

First half taxes paid after April 30th will incur interest plus penalty computed on the FULL year amount (RCW 84.56.020).

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# 2009 WEB TAX STATEMENT

Printed:01/12/2009

KITSAP COUNTY

| Account Number |
|---|
| 012401-3-002-1000 |

** For Informational Purposes Only **

Process Number 2311421

Taxpayer Name:
KITSAP COUNTY

## GENERAL TAX DISTRIBUTION

| 2008 | | 2009 | |
|---|---|---|---|
| 2008 Total: | $.00 | 2009 Total: | $.00 |

## Tax Property Description

01241W
LOT 6, PAGE 1 OF SEGREGATION REQUEST RECORDED UNDER AUDITOR'S FILE NO. 9605240200; THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 24 NORTH, RANGE 1 WEST, W.M., KITSAP COUNTY, WASHINGTON.

## VALUE INFORMATION FOR TAX

| | 2008 | 2009 |
|---|---|---|
| Land: | $256,100 | $245,700 |
| Improvements: | $0 | $0 |
| TOTAL VALUE: | $256,100 | $245,700 |

| Exemptions (if any): | | |
|---|---|---|
| Total Qualifying Exemptions: | $0 | $0 |

TOTAL TAXABLE VALUE:(Land + Improvements minus Qualifying Exemptions)

| | |
|---|---|
| $0 | $0 |

| Current Taxes | | |
|---|---|---|
| ASSESSMENT | 2008 | 2009 |
| Asmt Total | $.00 | $.00 |

**2009 General Property Tax + Assessments = $.00**

| Delinquent Section | | |
|---|---|---|
| Year | Taxes Int/Pen to 1/2009 | Total |
| Total Delinquent Amt Due: | | $.00 |
| Total Collection Cost: | | $.00 |

Levy Code 6070 General Levy Rate per $1000 10.0985

**Voted Rate -- 32.4 % Voter Approved**

**TOTAL AMOUNT DUE:** **No Taxes Owing**

First half taxes paid after April 30th will incur interest plus penalty computed on the FULL year amount (RCW 84.56.020).

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P.O. Box 299,
Bremerton, WA 98337

# 2009 WEB TAX STATEMENT

Printed:01/12/2009

KITSAP COUNTY

| Account Number |
|---|
| 012401-3-005-1007 |

** For Informational Purposes Only **

Process Number 2311454

Taxpayer Name:
KITSAP COUNTY

| GENERAL TAX DISTRIBUTION | | | |
|---|---|---|---|
| 2008 | | 2009 | |
| 2008 Total: | $.00 | 2009 Total: | $.00 |

## Tax Property Description

01241W
LOT 9, PAGE 1 OF SEGREGATION REQUEST RECORDED UNDER AUDITOR'S FILE NO. 9605240200; THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 24 NORTH, RANGE 1 WEST, W.M., KITSAP COUNTY, WASHINGTON.

## VALUE INFORMATION FOR TAX

| | 2008 | 2009 |
|---|---|---|
| Land: | $256,100 | $245,700 |
| Improvements: | $0 | $0 |
| TOTAL VALUE: | $256,100 | $245,700 |

| Exemptions (if any): | | |
|---|---|---|
| Total Qualifying Exemptions: | $0 | $0 |

TOTAL TAXABLE VALUE:(Land + Improvements minus Qualifying Exemptions)

| | |
|---|---|
| $0 | $0 |

| Current Taxes | | |
|---|---|---|
| ASSESSMENT | 2008 | 2009 |
| Asmt Total | $.00 | $.00 |

**2009 General Property Tax + Assessments = $.00**

| Delinquent Section | | |
|---|---|---|
| Year | Taxes Int/Pen to 1/2009 | Total |
| Total Delinquent Amt Due: | | $.00 |
| Total Collection Cost: | | $.00 |

Levy Code 6070 General Levy Rate per $1000 10.0985

Voted Rate -- 32.4 % Voter Approved

**TOTAL AMOUNT DUE:** **No Taxes Owing**

First half taxes paid after April 30th will incur interest plus penalty computed on the FULL year amount (RCW 84.56.020).

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# 2009 WEB TAX STATEMENT

Printed:01/12/2009

KITSAP COUNTY

| Account Number |
|---|
| 012401-3-007-1005 |

** For Informational Purposes Only **

Process Number 2311470

Taxpayer Name:
KITSAP COUNTY

## GENERAL TAX DISTRIBUTION

| 2008 | | 2009 | |
|---|---|---|---|
| 2008 Total: | $.00 | 2009 Total: | $.00 |

## Tax Property Description

01241W
LOT 11, PAGE 1 OF SEGREGATION REQUEST RECORDED UNDER AUDITOR'S FILE NO. 9605240200; THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 24 NORTH, RANGE 1 WEST, W.M., KITSAP COUNTY, WASHINGTON.

## VALUE INFORMATION FOR TAX

| | 2008 | 2009 |
|---|---|---|
| Land: | $256,100 | $245,700 |
| Improvements: | $0 | $0 |
| TOTAL VALUE: | $256,100 | $245,700 |

| Exemptions (if any): | | |
|---|---|---|
| Total Qualifying Exemptions: | $0 | $0 |

TOTAL TAXABLE VALUE:(Land + Improvements minus Qualifying Exemptions)

| | |
|---|---|
| $0 | $0 |

| Levy Code 6070 | General Levy Rate per $1000 10.0985 |
|---|---|

Voted Rate -- 32.4 % Voter Approved

## Current Taxes

| ASSESSMENT | 2008 | 2009 |
|---|---|---|
| Asmt Total | $.00 | $.00 |

**2009 General Property Tax + Assessments = $.00**

Delinquent Section

| Year | Taxes Int/Pen to 1/2009 | Total |
|---|---|---|
| Total Delinquent Amt Due: | | $.00 |
| Total Collection Cost: | | $.00 |

**TOTAL AMOUNT DUE:** **No Taxes Owing**

First half taxes paid after April 30th will incur interest plus penalty computed on the FULL year amount (RCW 84.56.020).

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Bremerton, WA 98337

# 2009 WEB TAX STATEMENT

Printed:01/12/2009

KITSAP COUNTY

| Account Number |
|---|
| 012401-3-006-1006 |

** For Informational Purposes Only **

Process Number 2311462

Taxpayer Name:
KITSAP COUNTY

## GENERAL TAX DISTRIBUTION

| 2008 | | 2009 | |
|---|---|---|---|
| 2008 Total: | $.00 | 2009 Total: | $.00 |

## Tax Property Description

01241W
LOT 10, PAGE 1 OF SEGREGATION REQUEST RECORDED UNDER AUDITOR'S FILE NO. 9605240200; THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 24 NORTH, RANGE 1 WEST, W.M., KITSAP COUNTY, WASHINGTON.

## VALUE INFORMATION FOR TAX

| | 2008 | 2009 |
|---|---|---|
| Land: | $256,100 | $245,700 |
| Improvements: | $0 | $0 |
| TOTAL VALUE: | $256,100 | $245,700 |
| Exemptions (if any): | | |
| Total Qualifying Exemptions: | $0 | $0 |
| TOTAL TAXABLE VALUE:(Land + Improvements minus Qualifying Exemptions) | $0 | $0 |

## Current Taxes

| ASSESSMENT | 2008 | 2009 |
|---|---|---|
| Asmt Total | $.00 | $.00 |

**2009 General Property Tax + Assessments = $.00**

| Delinquent Section | | |
|---|---|---|
| Year | Taxes Int/Pen to 1/2009 | Total |
| Total Delinquent Amt Due: | | $.00 |
| Total Collection Cost: | | $.00 |

Levy Code 6070 General Levy Rate per $1000 10.0985

Voted Rate -- 32.4 % Voter Approved

**TOTAL AMOUNT DUE:** **No Taxes Owing**

First half taxes paid after April 30th will incur interest plus penalty computed on the FULL year amount (RCW 84.56.020).

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# 2009 WEB TAX STATEMENT

Printed:01/12/2009

KITSAP COUNTY

| Account Number |
|---|
| 012401-3-008-1004 |

** For Informational Purposes Only **

Process Number 2311488

Taxpayer Name:
KITSAP COUNTY

## GENERAL TAX DISTRIBUTION

| 2008 | | 2009 | |
|---|---|---|---|
| 2008 Total: | $.00 | 2009 Total: | $.00 |

## Tax Property Description

01241W
LOT 12, PAGE 1 OF SEGREGATION REQUEST RECORDED UNDER AUDITOR'S FILE NO. 9605240200; THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 24 NORTH, RANGE 1 WEST, W.M., KITSAP COUNTY, WASHINGTON.

## VALUE INFORMATION FOR TAX

| | 2008 | 2009 |
|---|---|---|
| Land: | $256,100 | $245,700 |
| Improvements: | $0 | $0 |
| TOTAL VALUE: | $256,100 | $245,700 |

| Exemptions (if any): | | |
|---|---|---|
| Total Qualifying Exemptions: | $0 | $0 |

TOTAL TAXABLE VALUE:(Land + Improvements minus Qualifying Exemptions)

| | |
|---|---|
| $0 | $0 |

| Levy Code 6070 | General Levy Rate per $1000 10.0985 |
|---|---|
| Voted Rate -- 32.4 % Voter Approved | |

## Current Taxes

| ASSESSMENT | 2008 | 2009 |
|---|---|---|
| Asmt Total | $.00 | $.00 |

**2009 General Property Tax + Assessments = $.00**

| Delinquent Section | | |
|---|---|---|
| Year | Taxes Int/Pen to 1/2009 | Total |
| Total Delinquent Amt Due: | | $.00 |
| Total Collection Cost: | | $.00 |

**TOTAL AMOUNT DUE:** **No Taxes Owing**

First half taxes paid after April 30th will incur interest plus penalty computed on the FULL year amount (RCW 84.56.020).

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# 2009 WEB TAX STATEMENT

Printed:01/12/2009

KITSAP COUNTY

| Account Number |
|---|
| 022401-4-025-1000 |

** For Informational Purposes Only **

Process Number 1108877

Taxpayer Name:
KITSAP COUNTY

## GENERAL TAX DISTRIBUTION

| 2008 | | 2009 | |
|---|---|---|---|
| 2008 Total: | $.00 | 2009 Total: | $.00 |

## Tax Property Description

02241W
LOT 1, PAGE 1 OF SEGREGATION REQUEST RECORDED UNDER AUDITOR'S FILE NO. 9605240200; THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 24 NORTH, RANGE 1 WEST, W.M., KITSAP COUNTY, WASHINGTON.

## VALUE INFORMATION FOR TAX

| | 2008 | 2009 |
|---|---|---|
| Land: | $327,020 | $313,740 |
| Improvements: | $0 | $0 |
| TOTAL VALUE: | $327,020 | $313,740 |
| Exemptions (if any): | | |
| Total Qualifying Exemptions: | $0 | $0 |
| TOTAL TAXABLE VALUE:(Land + Improvements minus Qualifying Exemptions) | $0 | $0 |

## Current Taxes

| ASSESSMENT | 2008 | 2009 |
|---|---|---|
| Asmt Total | $.00 | $.00 |

**2009 General Property Tax + Assessments = $.00**

| Delinquent Section | | |
|---|---|---|
| Year | Taxes Int/Pen to 1/2009 | Total |
| Total Delinquent Amt Due: | | $.00 |
| Total Collection Cost: | | $.00 |

Levy Code **6070** General Levy Rate per $1000 **10.0985**

**Voted Rate -- 32.4 % Voter Approved**

**TOTAL AMOUNT DUE:** **No Taxes Owing**

First half taxes paid after April 30th will incur interest plus penalty computed on the FULL year amount (RCW 84.56.020).

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# 2009 WEB TAX STATEMENT

Printed:01/12/2009

KITSAP COUNTY

| Account Number |
|---|
| 022401-4-002-1007 |

** For Informational Purposes Only **

Process Number 1108430

Taxpayer Name:
KITSAP COUNTY

## GENERAL TAX DISTRIBUTION

| 2008 | | 2009 | |
|---|---|---|---|
| 2008 Total: | $.00 | 2009 Total: | $.00 |

## Tax Property Description

02241W
WILDCAT LAKE TRACTS TH PTN GOVT LOT 8 CNVYD BY AUD NO 1061156 DAF, BAT NE COR SD GOVT LOT 8 BEING ALSO E1/4 COR SEC 2 TH S2*19'10W 400FT TH W TO E EXST 60FT CO R/W TH NLY ALG E MGN SD R/W TO N LN SD GOVT LOT 8 TH E ALG SD N LN TO POB SUBJ TO ESMT PER AUD NO 930464

## VALUE INFORMATION FOR TAX

| | 2008 | 2009 |
|---|---|---|
| Land: | $78,800 | $75,600 |
| Improvements: | $0 | $0 |
| TOTAL VALUE: | $78,800 | $75,600 |

| Exemptions (if any): | | |
|---|---|---|
| Total Qualifying Exemptions: | $0 | $0 |

TOTAL TAXABLE VALUE:(Land + Improvements minus Qualifying Exemptions)

| | |
|---|---|
| $0 | $0 |

| Current Taxes | | |
|---|---|---|
| ASSESSMENT | 2008 | 2009 |
| Asmt Total | $.00 | $.00 |

**2009 General Property Tax + Assessments = $.00**

| Delinquent Section | | |
|---|---|---|
| Year | Taxes Int/Pen to 1/2009 | Total |
| Total Delinquent Amt Due: | | $.00 |
| Total Collection Cost: | | $.00 |

Levy Code 6070 General Levy Rate per $1000 10.0985

**Voted Rate -- 32.4 % Voter Approved**

**TOTAL AMOUNT DUE:** **No Taxes Owing**

First half taxes paid after April 30th will incur interest plus penalty computed on the FULL year amount (RCW 84.56.020).

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# 2009 WEB TAX STATEMENT

Printed:01/12/2009

KITSAP COUNTY

| Account Number |
|---|
| 112401-1-017-1005 |

** For Informational Purposes Only **

Process Number 2311223

Taxpayer Name:
KITSAP COUNTY

| GENERAL TAX DISTRIBUTION | | | |
|---|---|---|---|
| 2008 | | 2009 | |
| 2008 Total: | $.00 | 2009 Total: | $.00 |

## Tax Property Description

11241W
LOT 2, PAGE 2 OF SEGREGATION REQUEST RECORDED UNDER AUDITOR'S FILE NO. 9605240200; THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 24 NORTH, RANGE 1 WEST, W.M., KITSAP COUNTY, WASHINGTON.

## VALUE INFORMATION FOR TAX

| | 2008 | 2009 |
|---|---|---|
| Land: | $256,100 | $245,700 |
| Improvements: | $0 | $0 |
| TOTAL VALUE: | $256,100 | $245,700 |

| Current Taxes | | |
|---|---|---|
| ASSESSMENT | 2008 | 2009 |
| Noxious Weed | $.24 | $.24 |
| FFP | $17.90 | $17.90 |
| Asmt Total | $18.14 | $18.14 |

| | | |
|---|---|---|
| Exemptions (if any): | | |
| Total Qualifying Exemptions: | $0 | $0 |

**2009 General Property Tax + Assessments = $18.14**

TOTAL TAXABLE VALUE:(Land + Improvements minus Qualifying Exemptions)

| | |
|---|---|
| $0 | $0 |

| Delinquent Section | | |
|---|---|---|
| Year | Taxes Int/Pen to 1/2009 | Total |
| Total Delinquent Amt Due: | | $.00 |
| Total Collection Cost: | | $.00 |

Levy Code 6079 General Levy Rate per $1000 8.7938

Voted Rate – 37.2 % Voter Approved

**TOTAL AMOUNT DUE: $18.14**

First half taxes paid after April 30th will incur interest plus penalty computed on the FULL year amount (RCW 84.56.020).

Account Number: 112401-1-017-1005 (2311223)

Parcel Location: No address on file

If you did not make a first half payment or pay the delinquent taxes listed, if any, call (360) 337-7135 for delinquent tax, interest and penalty due. Delinquent payments received without interest and penalty will be returned. See Treasurer Information link.

**2**

KITSAP COUNTY

SECOND HALF - Pay or Postmark by October 31

| | TAX YEAR | Prev Tax Owing | Interest/ Penalty | TOTAL Full | TOTAL Half |
|---|---|---|---|---|---|
| Current: | 2009 | | | | $.00 $.00 |
| | | | | | |
| | | | Amount Due: | | $.00 |

Make Remittance Payable To
Kitsap County Treasurer - 614 Division Street - Port Orchard, WA 98366

Account Number: 112401-1-017-1005 (2311223)

Parcel Location: No address on file

Payments of prior year taxes must include all interest and penalty due. Delinquent payments received without interest and penalty will be returned. See Treasurer information link.

1

KITSAP COUNTY

FIRST HALF - Pay or Postmark by April 30

| | TAX YEAR | Prev Tax Owing | Interest/ Penalty | TOTAL | |
|---|---|---|---|---|---|
| | | | | Full | Half |
| Current: | 2009 | | | $18.14 | $.00 |
| Collection | | | | $.00 | |
| | | **Amount Due:** | | | $18.14 |

Make Remittance Payable To
Kitsap County Treasurer - 614 Division Street - Port Orchard, WA 98366

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P.O. Box 299,
Bremerton, WA 98337

# 2009 WEB TAX STATEMENT

Printed:01/12/2009

KITSAP COUNTY

| Account Number |
|---|
| 112401-1-016-1006 |

** For Informational Purposes Only **

Process Number 2311207

Taxpayer Name:
KITSAP COUNTY

| GENERAL TAX DISTRIBUTION | | | |
|---|---|---|---|
| 2008 | | 2009 | |
| 2008 Total: | $.00 | 2009 Total: | $.00 |

## Tax Property Description

11241W
LOT 1, PAGE 2 OF SEGREGATION REQUEST RECORDED UNDER AUDITOR'S FILE NO. 9605240200; THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 24 NORTH, RANGE 1 WEST, W.M., KITSAP COUNTY, WASHINGTON.

## VALUE INFORMATION FOR TAX

| | 2008 | 2009 |
|---|---|---|
| Land: | $256,100 | $245,700 |
| Improvements: | $0 | $0 |
| TOTAL VALUE: | $256,100 | $245,700 |

| Current Taxes | | |
|---|---|---|
| ASSESSMENT | 2008 | 2009 |
| Noxious Weed | $.24 | $.24 |
| FFP | $17.90 | $17.90 |
| Asmt Total | $18.14 | $18.14 |

| | | |
|---|---|---|
| Exemptions (if any): | | |
| Total Qualifying Exemptions: | $0 | $0 |

**2009 General Property Tax + Assessments = $18.14**

TOTAL TAXABLE VALUE:(Land + Improvements minus Qualifying Exemptions)

| | |
|---|---|
| $0 | $0 |

| Delinquent Section | | |
|---|---|---|
| Year | Taxes Int/Pen to 1/2009 | Total |
| Total Delinquent Amt Due: | | $.00 |
| Total Collection Cost: | | $.00 |

Levy Code **6079** General Levy Rate per $1000 **8.7938**

**Voted Rate -- 37.2 % Voter Approved**

**TOTAL AMOUNT DUE: $18.14**

First half taxes paid after April 30th will incur interest plus penalty computed on the FULL year amount (RCW 84.56.020).

Account Number: 112401-1-016-1006 (2311207)

Parcel Location: No address on file

SECOND HALF - Pay or Postmark by October 31

If you did not make a first half payment or pay the delinquent taxes listed, if any, call (360) 337-7135 for delinquent tax, interest and penalty due. Delinquent payments received without interest and penalty will be returned.
See Treasurer information link.

**2**

| | TAX YEAR | Prev Tax Owing | Interest/ Penalty | TOTAL Full | TOTAL Half |
|---|---|---|---|---|---|
| Current: | 2009 | | | | $.00 $.00 |
| | | | | | |
| | | | Amount Due: | | $.00 |

KITSAP COUNTY

Make Remittance Payable To
Kitsap County Treasurer - 614 Division Street - Port Orchard, WA 98366

Account Number: 112401-1-016-1006 (2311207)

Payments of prior year taxes must include all interest and penalty due. Delinquent payments received without interest and penalty will be returned. See Treasurer Information link.

1

KITSAP COUNTY

Parcel Location: No address on file

FIRST HALF - Pay or Postmark by April 30

| | TAX YEAR | Prev Tax Owing | Interest/ Penalty | TOTAL | |
|---|---|---|---|---|---|
| | | | | Full | Half |
| Current: | 2009 | | | $18.14 | $.00 |
| Collection | | | | $.00 | |
| | | **Amount Due:** | | | $18.14 |

Make Remittance Payable To
Kitsap County Treasurer - 614 Division Street - Port Orchard, WA 98366

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Bremerton, WA 98337

# 2009 WEB TAX STATEMENT

Printed:01/12/2009

KITSAP COUNTY

| Account Number |
|---|
| 122401-2-008-1003 |

** For Informational Purposes Only **

Process Number 2311199

Taxpayer Name:
KITSAP COUNTY

| GENERAL TAX DISTRIBUTION | | | |
|---|---|---|---|
| 2008 | | 2009 | |
| 2008 Total: | $.00 | 2009 Total: | $.00 |

## Tax Property Description

12241W
LOT 2, PAGE 2 OF SEGREGATION REQUEST RECORDED UNDER AUDITOR'S FILE NO. 9605240200; THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 24 NORTH, RANGE 1 WEST, W.M., KITSAP COUNTY, WASHINGTON.

## VALUE INFORMATION FOR TAX

| | 2008 | 2009 |
|---|---|---|
| Land: | $256,100 | $245,700 |
| Improvements: | $0 | $0 |
| TOTAL VALUE: | $256,100 | $245,700 |

| Current Taxes | | |
|---|---|---|
| ASSESSMENT | 2008 | 2009 |
| Noxious Weed | $.24 | $.24 |
| FFP | $17.90 | $17.90 |
| Asmt Total | $18.14 | $18.14 |

| | | |
|---|---|---|
| Exemptions (if any): | | |
| Total Qualifying Exemptions: | $0 | $0 |

**2009 General Property Tax + Assessments = $18.14**

TOTAL TAXABLE VALUE:(Land + Improvements minus Qualifying Exemptions)

$0 $0

| Delinquent Section | | |
|---|---|---|
| Year | Taxes Int/Pen to 1/2009 | Total |
| Total Delinquent Amt Due: | | $.00 |
| Total Collection Cost: | | $.00 |

Levy Code **6029** General Levy Rate per $1000 **8.4475**

**Voted Rate -- 38.7 % Voter Approved**

**TOTAL AMOUNT DUE: $18.14**

First half taxes paid after April 30th will incur interest plus penalty computed on the FULL year amount (RCW 84.56.020).

Account Number: 122401-2-008-1003 (2311199)

Parcel Location: No address on file

If you did not make a first half payment or pay the delinquent taxes listed, if any, call (360) 337-7135 for delinquent tax, interest and penalty due. Delinquent payments received without interest and penalty will be returned. See Treasurer Information link.

**2**

KITSAP COUNTY

SECOND HALF - Pay or Postmark by October 31

| | TAX YEAR | Prev Tax Owing | Interest/ Penalty | TOTAL Full | TOTAL Half |
|---|---|---|---|---|---|
| Current: | 2009 | | | | $.00 $.00 |
| | | | | | |
| | | | **Amount Due:** | | $.00 |

Make Remittance Payable To
Kitsap County Treasurer - 614 Division Street - Port Orchard, WA 98366

Account Number: 122401-2-008-1003 (2311199)

Payments of prior year taxes must include all interest and penalty due. Delinquent payments received without interest and penalty will be returned. See Treasurer Information link.

1

KITSAP COUNTY

Parcel Location: No address on file

FIRST HALF - Pay or Postmark by April 30

| | TAX YEAR | Prev Tax Owing | Interest/ Penalty | TOTAL | |
|---|---|---|---|---|---|
| | | | | Full | Half |
| Current: | 2009 | | | $18.14 | $.00 |
| Collection | | | | $.00 | |
| | | | **Amount Due:** | | $18.14 |

Make Remittance Payable To
Kitsap County Treasurer - 614 Division Street - Port Orchard, WA 98366

**View: Receipt(s) on file**
**[Click here to Print]**

**[Click here to Pay by Credit Card]**
**[Click here to Pay by E-Check]**

***Barbara Stephenson***
MAKE REMITTANCES PAYABLE TO:
Kitsap County Treasurer
P.O. Box 299,
Bremerton, WA 98337

# 2009 WEB TAX STATEMENT

Printed:01/12/2009

KITSAP COUNTY

| Account Number |
|---|
| 122401-2-007-1004 |

** For Informational Purposes Only **

Process Number 2311181

Taxpayer Name:
KITSAP COUNTY

**GENERAL TAX DISTRIBUTION**

| 2008 | | 2009 | |
|---|---|---|---|
| 2008 Total: | $.00 | 2009 Total: | $.00 |

**Tax Property Description**

12241W
LOT 1, PAGE 2 OF SEGREGATION REQUEST RECORDED UNDER AUDITOR'S FILE NO. 9605240200; THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 24 NORTH, RANGE 1 WEST, W.M., KITSAP COUNTY, WASHINGTON.

**VALUE INFORMATION FOR TAX**

| | 2008 | 2009 |
|---|---|---|
| Land: | $256,100 | $245,700 |
| Improvements: | $0 | $0 |
| TOTAL VALUE: | $256,100 | $245,700 |

| Exemptions (if any): | | |
|---|---|---|
| Total Qualifying Exemptions: | $0 | $0 |

TOTAL TAXABLE VALUE:(Land + Improvements minus Qualifying Exemptions)

| | |
|---|---|
| $0 | $0 |

Levy Code **6029** General Levy Rate per $1000 **8.4475**

**Voted Rate -- 38.7 % Voter Approved**

**Current Taxes**

| ASSESSMENT | 2008 | 2009 |
|---|---|---|
| Noxious Weed | $.24 | $.24 |
| FFP | $17.90 | $17.90 |
| Asmt Total | $18.14 | $18.14 |

**2009 General Property Tax + Assessments = $18.14**

Delinquent Section

| Year | Taxes Int/Pen to 1/2009 | Total |
|---|---|---|
| Total Delinquent Amt Due: | | $.00 |
| Total Collection Cost: | | $.00 |

**TOTAL AMOUNT DUE: $18.14**

First half taxes paid after April 30th will incur interest plus penalty computed on the FULL year amount (RCW 84.56.020).

Account Number: 122401-2-007-1004 (2311181)

Parcel Location: No address on file

If you did not make a first half payment or pay the delinquent taxes listed, if any, call (360) 337-7135 for delinquent tax, interest and penalty due. Delinquent payments received without interest and penalty will be returned. See Treasurer Information link.

**2**

KITSAP COUNTY

SECOND HALF - Pay or Postmark by October 31

| | TAX YEAR | Prev Tax Owing | Interest/ Penalty | TOTAL Full | TOTAL Half |
|---|---|---|---|---|---|
| Current: | 2009 | | | | $.00 $.00 |
| | | | | | |
| | | | **Amount Due:** | | $.00 |

Make Remittance Payable To
Kitsap County Treasurer - 614 Division Street - Port Orchard, WA 98366

Account Number: 122401-2-007-1004 (2311181)

Parcel Location: No address on file

Payments of prior year taxes must include all interest and penalty due. Delinquent payments received without interest and penalty will be returned. See Treasurer Information link.

1

KITSAP COUNTY

FIRST HALF - Pay or Postmark by April 30

| | TAX YEAR | Prev Tax Owing | Interest/ Penalty | TOTAL | |
|---|---|---|---|---|---|
| | | | | Full | Half |
| Current: | 2009 | | | $18.14 | $.00 |
| Collection | | | | $.00 | |
| | | Amount Due: | | | $18.14 |

Make Remittance Payable To
Kitsap County Treasurer - 614 Division Street - Port Orchard, WA 98366

200404190409
Page: 1 of 8
04/19/2004 04:07P
FIRST AMERICAN TITLE INS DEED $26.00 Kitsap Co, WA

**AFTER RECORDING MAIL TO:**

Name Kitsap County

Address 614 Division Street, MS-4

City/State Port Orchard, WA 98366

---

**Document Title(s):** (or transactions contained therein)
1. **Special Warranty Deed**
2.
3.
4.

**Reference Number(s) of Documents assigned or released:**

☐ Additional numbers on page ___ of document

**Grantor(s):** (Last name first, then first name and initials)
1. **Port Blakely Tree Farms (Limited Partnership)**
2.
3.
4.
5. ☐ Additional names on page __ of document

**Grantee(s):** (Last name first, then first name and initials)
1. **Kitsap County**
2.
3.
4.
5. ☐ Additional names on page __ of document

**Abbreviated Legal Description as follows:** (i.e. lot/block/plat or section/township/range/quarter/quarter)
Ptns Sec 1,2,11,12 Twp 24N Rge1W NW SW
☐ Complete legal description is on page __ of document

**Assessor's Property Tax Parcel/Account Number(s):** 012401-2-033-1005 (SEE ATTACHED)

**NOTE:** *The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.*

*First American Title Insurance Company*

70823 (8)

**1ST AM**

*(this space for title company use only)*

RECORDPA

L/C 6110

**KITSAP TRACT #1:**

| | | | |
|---|---|---|---|
| 012401-2-033-1005 | 012401-2-034-1004 | 012401-2-035-1003 | 012401-2-036-1002 |
| 012401-3-001-1001 | 012401-3-002-1000 | 012401-3-003-1009 | 012401-3-004-1008 |
| 012401-3-005-1007 | 012401-3-006-1006 | 012401-3-007-1005 | 012401-3-008-1004 |
| 022401-4-025-1000 | 112401-1-016-1006 | 112401-1-017-1005 | 112401-1-018-1004 |
| 112401-1-019-1003 | 112401-3-027-1009 | 112401-3-028-1008 | 112401-4-001-1007 |
| 112401-4-002-1006 | 112401-4-003-1005 | 112401-4-004-1004 | 112401-4-005-1003 |
| 112401-4-006-1002 | 112401-4-007-1001 | 112401-4-008-1000 | 112401-3-029-1007 |
| 112401-3-030-1004 | 122401-2-007-1004 | 122401-2-008-1003 | 022401-4-002-1007 |

SPECIAL WARRANTY DEED

The Grantor, Port Blakely Tree Farms (Limited Partnership), a Washington limited partnership, for and in consideration of "I.R.C. Section 1031 Tax-Deferred Exchange of Like-Kind Real Property", grants, bargains, sells, conveys, and confirms to Kitsap County, a municipal corporation, the following described real estate, situated in the County of Kitsap, State of Washington:

The real property described on **Exhibit A** attached hereto and incorporated herein by this reference,

SUBJECT TO the exceptions, encumbrances and matters described on **Exhibit B** attached hereto and incorporated herein by this reference.

The Grantor for itself and its successors-in-interest does by these presents expressly limit the covenants of this Deed to those herein expressed, and excludes all covenants arising or to arise by statutory or other implication, and does hereby covenant that Grantor will forever warrant and defend the said described real estate against all persons whomsoever claiming or to claim by, through, or under said Grantor and not otherwise.

DATED as of 4-15, 2004.

GRANTOR:

PORT BLAKELY TREE FARMS
(LIMITED PARTNERSHIP),
a Washington limited partnership

By: [signature]

Name James E Warjones

Title Chairman & Gen'l Partner

KITSAP COUNTY TREASURER EXCISE 04/19/2004

2004EX03359

Total : $38166.00 Clerk's Initial [signature]

200404190409
Page: 3 of 8
04/19/2004 04:07P
FIRST AMERICAN TITLE INS DEED $26.00 Kitsap Co, WA

STATE OF WASHINGTON

COUNTY OF KING

ss.

I certify that I know or have satisfactory evidence that James Eddy Warjone is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Chairman and Chief Executive Officer of Port Blakely Tree Farms (Limited Partnership), a Washington limited partnership, to be the free and voluntary act of such limited partnership for the uses and purposes mentioned in the instrument.

Dated this 15th day of April, 2004.

JEAN M. COUCH
COMMISSION EXPIRES
NOTARY PUBLIC
7-14-06
STATE OF WASHINGTON

Jean M. Couch
(Signature of Notary)

Jean M. Couch
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington, residing at Kirkland

My appointment expires 7-14-06

200404190409
Page: 4 of 8
04/19/2004 04:07P
FIRST AMERICAN TITLE INS DEED $26.00 Kitsap Co, WA

EXHIBIT A

**LEGAL DESCRIPTION**

Parcel A:

The West Half of the Northwest Quarter; the Southwest Quarter; all in Section 1, Township 24 North, Range 1 West, W.M., in Kitsap County, Washington;
Except from all the above any portion thereof lying within the boundaries of any existing county road.

Parcel B:

That portion of the Southeast Quarter of Section 2, Township 24 North, Range 1 West, W.M., in Kitsap County, Washington, described as follows:

Beginning at the Northeast corner of Government Lot 8 (being also the East Quarter corner of said Section);
Thence South along the East line of said Section a distance of 400 feet;
Thence West to the East line of the existing 60 foot wide county road commonly known as Northwest Wildcat Lake Road;
Thence Northerly along the East line of said road to the North line of Government Lot 8;
Thence East along said line to the point of beginning;

Also, the South Half of the Southeast Quarter of the Southeast Quarter of Section 2, Township 24 North, Range 1 West, W.M.;
Except that portion thereof lying within the boundaries of any existing county road.

Parcel C:

The East Half of the Northeast Quarter;
The Southeast Quarter and the East Half of the Southwest Quarter; all in Section 11, Township 24 North, Range 1 West, W.M., in Kitsap County, Washington;
Except from all the above any portion thereof lying within the boundaries of any existing county road.

Parcel D:

The Northwest Quarter of the Northwest Quarter of Section 12, Township 24 North, Range 1 West, W.M., in Kitsap County, Washington;
Except any portion thereof lying within the boundaries of any existing county road.

EXHIBIT B
EXCEPTIONS

Any defects, encumbrances or matters that an accurate ALTA survey or inspection of the Property would show or reveal or that would be included in Grantor's disclaimer contained in the Real Estate Purchase and Sale Agreement.

Any defects or encumbrances arising by, through or under Grantee.

Rights, reservations, covenants, conditions, and restrictions presently of record and general to the area.

Rights reserved in federal patents or state deeds.

Reserved oil and mineral rights.

Nonexclusive rights-of-way or easements not inconsistent with the use of the Property for timberland or logging operations.

Building, use, zoning, environmental and endangered, threatened or protected species regulations or restrictions general to the area.

Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements and equitable servitudes.

Water rights, claims or title to water.

The interests of any persons in possession.

Any unrecorded documents affecting the Property that have been previously disclosed by Grantor.

The general or standard printed exceptions contained in the owner's standard coverage policy.

5. The terms and provisions contained in the document entitled "Owner's Request for Acknowledgement for 20 Acre Land Segregation" recorded May 24, 1996 as 9605240200 of Official Records.

6. The terms and provisions contained in the document entitled "Non-Conversion Notice" recorded March 25, 1993 as 9303250073 of Official Records.

(Affects Parcel No. A, B and C)

7. The terms and provisions contained in the document entitled "Non-Conversion Notice" recorded November 8, 1994 as 9411080187 of Official Records.

(Affects Parcel No. C)

8. The terms and provisions contained in the document entitled "Non-Conversion Notice" recorded August 5, 1993 as 9308050242 of Official Records.

(Affects Parcel No. A)

9. Easement, including terms and provisions contained therein:

| | |
|---|---|
| Recording Information: | May 17, 1977, Recording No. 1169752 |
| In Favor of: | James H. Robinson Company, Inc. |
| For: | access and utilities |
| Affects: | a portion of Parcel No. A |

10. Easement, including terms and provisions contained therein:

| | |
|---|---|
| Recording Information: | November 19, 1941, Recording No. 350174 |
| In Favor of: | Kitsap County |
| For: | open ditch |
| Affects: | Parcel No. A |

11. The terms and provisions contained in the document entitled "Permanent Easement Exchange" recorded May 22, 1968 as 930464 of Official Records.

Said document was assigned by documents recorded under Recording Nos. 8512200152 and 9201170230.

12. The terms and provisions contained in the document entitled "Notice of Approval of Designated Forest Land" recorded February 13, 1975 as 1092409 of Official Records.

13. The terms and provisions contained in the document entitled "Agreement For & Grant of Easement" recorded October 18, 1978 as 7810180161 of Official Records.

Document(s) declaring modifications thereof recorded March 16, 1983 as 8303160098 of Official Records.

14. Easement, including terms and provisions contained therein:

| | |
|---|---|
| Recording Information: | 8304290110 |
| In Favor of: | State of Washington |
| For: | road or roads |
| Affects: | refer to said instrument for the exact location |

15. The terms and provisions contained in the document entitled "Notice of Moratorium on Non-Forestry Use of Land" recorded August 31, 1998 as 3114322 of Official Records.

16. The terms and provisions contained in the document entitled "Non-Conversion Notice" recorded January 9, 1996 as 9601090024 of Official Records.

17. The terms and provisions contained in the document entitled "Non-Conversion Notice" recorded May 26, 1995 as 9505260034 of Official Records.

200404190409
Page: 8 of 8
04/19/2004 04:07P
Kitsap Co, WA
FIRST AMERICAN TITLE INS DEED $26.00

Request P.6.

# PORT BLAKELY TREE FARMS

GROWING & LOGGING TREES SINCE 1864

500 UNION STREET, SUITE 830
SEATTLE, WASHINGTON 98101
(206) 624-5810 FAX: (206) 624-9745

## OWNER'S REQUEST AND ACKNOWLEDGEMENT FOR 20 ACRE LAND SEGREGATION

Port Blakely Tree Farms, as fee owner, hereby requests that the land legally described in the attachments hereto be segregated by the Kitsap County Assessor into the parcels as described herein.

Dated this 23rd day of May, 1996.

By: _____ Title: Chairman + General Partner
Port Blakely Tree Farms

KITSAP COUNTY
$15.00 CHCK
FILED-BY: PORT BLAKELY TREE FARMS
MAY 24, 1996, 2:14 PM
KAREN FLYNN, AUDITOR
CLERK: CHIPPS

STATE OF WASHINGTON )
) SS.
COUNTY OF KING

On This 23rd day of May, 1996, before me, a Notary Public in and for the State of Washington, personally appeared James E. Wagner, personally known to me (or proved on the basis of satisfactory evidence) to be the person who signed this instrument: on oath stated that he was authorized to execute this instrument as Chairman & General Partner of PORT BLAKELY TREE FARMS (LIMITED PARTNERSHIP), a Washington limited partnership, and acknowledged said deed of said partnership for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

CHRISTINE FLOREN NOTARY PUBLIC 6-29-96 STATE OF WASHINGTON

Christine Floren
Notary Public for the State of Washington,
Print Name: Christine Floren
Residing at Kirkland
My Commission Expires 6-29-96

A.F. #9605240200
REEL 0912 FR 0767

*Professional Management of Land Planning and Development*

**Subdivision Management Inc.**

16031 - 119th Pl. N.E.
BOTHELL, WASHINGTON 98011

488-1111 362-1052
FAX: 488-2162

KITSAP
MAINLAND TAX SEGREGATIONS
20 ACRE TAX LOT LEGAL DESCRIPTIONS

SECTION 7, TOWNSHIP 24 NORTH, RANGE 1 EAST

1. The N 1/2 of the NE 1/4 of the SW 1/4
2. The S 1/2 of the NE 1/4 of the SW 1/4
3. The W 1/2 of the NW 1/4 of the SW 1/4
4. The W 1/2 of the SW 1/4 of the SW 1/4
5. The E 1/2 of the SW 1/4 of the SW 1/4
6. The N 1/2 of the SE 1/4 of the SW 1/4
7. The S 1/2 of the SE 1/4 of the SW 1/4
8. The N 1/2 of the SW 1/4 of the SE 1/4
9. The S 1/2 of the SW 1/4 of the SE 1/4

SECTION 18, TOWNSHIP 24 NORTH, RANGE 1 EAST

1. The N 1/2 of the NW 1/4 of the NE 1/4
2. The S 1/2 of the NW 1/4 of the NE 1/4
3. The N 1/2 of the NE 1/4 of the NW 1/4
4. The S 1/2 of the NE 1/4 of the NW 1/4
5. The N 1/2 of the NW 1/4 of the NW 1/4
6. The S 1/2 of toh NW 1/4 of the NW 1/4
7. The N 1/2 of the SW 1/4 of the NW 1/4
8. The S 1/2 of the SW 1/4 of the NW 1/4

A.F.#: 9605240200
REEL 0912 FR 0768

SEC. 18, T 24 N, R 1 E, cont.

9. The N 1/2 of the SE 1/4 of the NW 1/4
10. The S 1/2 of the SE 1/4 of the NW 1/4
11. The N 1/2 of the SW 1/4 of the NE 1/4
12. The S 1/2 of the SW 1/4 of the NE 1/4
13. The N 1/2 of the SE 1/4 of the NE 1/4
14. The S 1/2 of the SE 1/4 of the NE 1/4
15. The N 1/2 of the NE 1/4 of the SE 1/4
16. The S 1/2 of the NE 1/4 of the SE 1/4
17. The N 1/2 of the NW 1/4 of the SE 1/4
18. The S 1/2 of the NW 1/4 of the SE 1/4
19. The N 1/2 of the NE 1/4 of the SW 1/4
20. The S 1/2 of the NE 1/4 of the SW 1/4
21. The N 1/2 of the NW 1/4 of the SW 1/4
22. The S 1/2 of the NW 1/4 of the SW 1/4
23. The N 1/2 of the SW 1/4 of the SW 1/4
24. The S 1/2 of the SW 1/4 of the SW 1/4
25. The N 1/2 of the SE 1/4 of the SW 1/4
26. The S 1/2 of the SE 1/4 of the SW 1/4
27. The N 1/2 of the SW 1/4 of the SE 1/4
28. The S 1/2 of the SW 1/4 of the SE 1/4
29. The W 1/2 of the SE 1/4 of the SE 1/4
30. The E 1/2 of the SE 1/4 of the SE 1/4

A.F. #: 9605240200
REEL 0912 FR 0769

A.F.#: 9605240200
REEL 0912 FR 0770

SECTION 19, TOWNSHIP 24 NORTH, RANGE 1 EAST

1. The E 1/2 of the NE 1/4 of the NE 1/4
2. The W 1/2 of the NE 1/4 of the NE 1/4
3. The E 1/2 of the NW 1/4 of the NE 1/4
4. The W 1/2 of the NW 1/4 of the NE 1/4
5. The E 1/2 of the NE 1/4 of the NW 1/4
6. The W 1/2 of the NE 1/4 of the NW 1/4
7. The N 1/2 of the NW 1/4 of the NW 1/4
8. The S 1/2 of the NW 1/4 of the NW 1/4
9. The N 1/2 of the SW 1/4 of the NW 1/4
10. The S 1/2 of the SW 1/4 of the NW 1/4
11. The W 1/2 of the SE 1/4 of the NW 1/4
12. The E 1/2 of the SE 1/4 of the NW 1/4
13. The N 1/2 of the SW 1/4 of the NE 1/4
14. The S 1/2 of the SW 1/4 of the NE 1/4
15. The N 1/2 of the SE 1/4 of the NE 1/4
16. The S 1/2 of the SE 1/4 of the NE 1/4
17. The NE 1/4 of the SE 1/4 lying W of US Railroad right-of-way
18. The N 1/2 of the NW 1/4 of the SE 1/4
19. The S 1/2 of the NW 1/4 of the SE 1/4
20. The E 1/2 of the NE 1/4 of the SW 1/4
21. The W 1/2 of the NE 1/4 of the SW 1/4
22. The E 1/2 of the NW 1/4 of the SW 1/4
23. The W 1/2 of the NW 1/4 of the SW 1/4
24. The N 1/2 of the SW 1/4 of the SW 1/4

A.F. #: 9605240200
REEL 0912 FR 0771

Sec. 19, T 24 N, R 1 E, cont.

25. The S 1/2 of the SW 1/4 of the SW 1/4
26. The W 1/2 of the SE 1/4 of the SW 1/4
27. The E 1/2 of the SE 1/4 of the SW 1/4
28. The W 1/2 of the SW 1/4 of the SE 1/4
29. The E 1/2 of the SW 1/4 of the SE 1/4, and the W 1/2 of the SE 1/4 of the SE 1/4 lying W of US Railroad right-of-way.

SECTION 12, TOWNSHIP 24 NORTH, RANGE 1 WEST

1. The E 1/2 of the NE 1/4 of the SE 1/4
2. The W 1/2 of the NE 1/4 of the SE 1/4
3. The E 1/2 of the NW 1/4 of the SE 1/4
4. The W 1/2 of the NW 1/4 of the SE 1/4
5. The W 1/2 of the SW 1/4 of the SE 1/4
6. The E 1/2 of the SW 1/4 of the SE 1/4
7. The W 1/2 of the SE 1/4 of the SE 1/4
8. The E 1/2 of the SE 1/4 of the SE 1/4

SECTION 13, TOWNSHIP 24 NORTH, RANGE 1 WEST

1. The E 1/2 of the NE 1/4 of the NE 1/4
2. The W 1/2 of the NE 1/4 of the NE 1/4
3. The E 1/2 of the NW 1/4 of the NE 1/4
4. The W 1/2 of the NW 1/4 of the NE 1/4
5. The N 1/2 of the SW 1/4 of the NW 1/4
6. The S 1/2 of the SW 1/4 of the NW 1/4

Sec. 13, T 24 N, R 1 W, cont.

7. The N 1/2 of the SE 1/4 of the NW 1/4
8. The S 1/2 of the SE 1/4 of the NW 1/4
9. The N 1/2 of the SW 1/4 of the NE 1/4
10. The S 1/2 of the SW 1/4 of the NE 1/4
11. The N 1/2 of the SE 1/4 of the NE 1/4
12. The S 1/2 of the SE 1/4 of the NE 1/4
13. The E 1/2 of the NE 1/4 of the SE 1/4
14. The W 1/2 of the NE 1/4 of the SE 1/4
15. The N 1/2 of the NW 1/4 of the SE 1/4
16. The S 1/2 of the NW 1/4 of the SE 1/4
17. The N 1/2 of the NE 1/4 of the SW 1/4
18. The S 1/2 of the NE 1/4 of the SW 1/4
19. The N 1/2 of the NW 1/4 of the SW 1/4
20. The S 1/2 of the NW 1/4 of the SW 1/4
21. The W 1/2 of the SW 1/4 of the SW 1/4
22. The E 1/2 of the SW 1/4 of the SW 1/4
23. The N 1/2 of the SE 1/4 of the SW 1/4
24. The S 1/2 of the SE 1/4 of the SW 1/4
25. The N 1/2 of the SW 1/4 of the SE 1/4
26. The S 1/2 of the SW 1/4 of the SE 1/4
27. The N 1/2 of the SE 1/4 of the SE 1/4
28. The S 1/2 of the SE 1/4 of the SE 1/4

A.F.#: 9605240200
REEL 0912 FR 0772

SECTION 24, TOWNSHP 24 NORTH, RANGE 1 WEST

1. The E 1/2 of the NE 1/4 of the NE 1/4
2. The W 1/2 of the NE 1/4 of the NE 1/4
3. The W 1/2 of the SE 1/4 of the NE 1/4
4. The E 1/2 of the SE 1/4 of the NE 1/4
5. The N 1/2 of the NE 1/4 of the SE 1/4
6. The S 1/2 of the NE 1/4 of the SE 1/4
7. The N 1/2 of the SE 1/4 of the SE 1/4
8. The S 1/2 of the SE 1/4 of the SE 1/4

SECTION 25, TOWNSHIP 24 NORTH, RANGE 1 WEST

1. The N 1/2 of the NE 1/4 of the NE 1/4
2. The S 1/2 of the NE 1/4 of the NE 1/4

A.F.#: 9605240200
REEL 0912 FR 0773

Professional Management of
Land Planning and Development

Subdivision Management Inc.

16031 - 119th Pl. N.E.
BOTHELL, WASHINGTON 98011

488-1111 362-1052
FAX: 488-2162

KITSAP
WILDCAT LAKE TAX SEGREGATIONS
20 ACRE TAX LOT LEGAL DESCRIPTIONS

SECTION 1, TOWNSHIP 24 NORTH, RANGE 1 WEST

1. The E 1/2 of the NW 1/4 of the NW 1/4
2. The W 1/2 of the NW 1/4 of the NW 1/4
3. The W 1/2 of the SW 1/4 of the NW 1/4
4. The E 1/2 of the SW 1/4 of the NW 1/4
5. The N 1/2 of the NE 1/4 of the SW 1/4
6. The S 1/2 of the NE 1/4 of the SW 1/4
7. The N 1/2 of the NW 1/4 of the SW 1/4
8. The S 1/2 of the NW 1/4 of the SW 1/4
9. The N 1/2 of the SW 1/4 of the SW 1/4
10. The S 1/2 of the SW 1/4 of th SW 1/4
11. The N 1/2 of the SE 1/4 of th SW 1/4
12. The S 1/2 of the SE 1/4 of the SW 1/4

SECTION 2, TOWNSHIP 24 NORTH, RANGE 1 WEST

1. The S 1/2 of the SE 1/4 of the SE 1/4

9605240200

REL912FF0773A

SECTION 11, TOWNSHIP 24 NORTH, RANGE 1 WEST

1. The E 1/2 of the NE 1/4 of the NE 1/4
2. The W 1/2 of the NE 1/4 of the NE 1/4
3. The E 1/2 of the SE 1/4 of the NE 1/4
4. The W 1/2 of the SE 1/4 of the NE 1/4
5. The W 1/2 of the NE 1/4 of the SW 1/4
6. The E 1/2 of the NE 1/4 of the SW 1/4
7. The W 1/2 of the NW 1/4 of the SE 1/4
8. The E 1/2 of the NW 1/4 of the SE 1/4
9. The W 1/2 of the NE 1/4 of the SE 1/4
10. The E 1/2 of the NE 1/4 of the SE 1/4
11. The N 1/2 of the SE 1/4 of the SE 1/4
12. The S 1/2 of the SE 1/4 of the SE 1/4
13. The N 1/2 of the SW 1/4 of th SE 1/4
14. The S 1/2 of the SW 1/4 of the SE 1/4
15. The N 1/2 of the SE 1/4 of the SW 1/4
16. The S 1/2 of the SE 1/4 of the SW 1/4

SECTION 12, TOWNSHIP 24 NORTH, RANGE 1 WEST

1. The E 1/2 of the NW 1/4 of the NW 1/4
2. The W 1/2 of the NW 1/4 of the NW 1/4

9605240200

RH912FF0773 B

KITSAP COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT
(206) 876-7181 (Wash. 1-800-872-4503) FAX 895-4925 RON PERKEREWICZ, DIRECTOR
614 DIVISION STREET MS-36, PORT ORCHARD, WASHINGTON 98366

# NON-CONVERSION NOTICE

March 11, 1993

KITSAP COUNTY
$10.00 CHCK
FILED-BY: DEPARTMENT OF COMMUNITY DEV
MAR 25, 1993, 8:59 AM
KAREN FLYNN, AUDITOR
CLERK: LOGAN

A.F.#: 9303250073
REEL 0707 FR 1649

Port Blakely Tree Farms
11912 Kellog Lake Road
Sultan WA 98294

Re: Forest Practices Application/Notification #N-09-19783
Assessor's Account #012401-2-002-1002, 022401-4-025-1000, & 112401-1-002-1002

Dear Applicant:

We have received a copy of your Forest Practices Application/Notification which states that you have no intention of converting your property to a non-forestry use. It is Kitsap County policy to deny building permits, subdivisions and land-use permits on all land logged under a "non-conversion." This policy is in effect for six years after the approval date on the Forest Practices Application/Notification, and applies to the current owners as well as future purchasers or heirs. This letter is only intended to clarify our position on logging, not to affect your decisions. However, if you have any questions on what Kitsap County requires on "conversion" Forest Practices Applications, please give us a call. You may reach Karanne Gonzalez, the Planner in charge of Forest Practices, at 876-7181.

This notice will be recorded with the Kitsap County Auditor.

Thank you,

Sincerely,

KITSAP COUNTY
RON PERKEREWICZ
DIRECTOR
DEPT. OF COMMUNITY DEVELOPMENT

Ron Perkerewicz
Director

RP:KG:jof

cc: Board of County Commissioners
File
Karanne Gonzalez

ASSRCTR1 8:55 AM

ATS/T0250 CURRENT SUMMARY FOR 012401-2-002-1002 #1103001 03/10/93

PORT BLAKELY MILL CO LANDTRUST
500 UNION ST STE 830
SEATTLE WA 98101

| Tax Yr | Land | Bldg, etc. | Total |
|---|---|---|---|
| 1993 | 0 | 0 | 23148 |
| 1994 | ( 0)( | 0)( | 23148) |
| | Situs | | 0 |

Stat/Lc: T/6110
Land use: 87000
Acres: 233.77
Map #: Q010-411A

SECTION 01 TOWNSHIP 24 RANGE 01 (MORE DESCRIPTION ON FILE)
PAR(1) NW1/4 NW1/4 EXC 60FT FOR RD 'GOV LOT 4' PAR(2) SW1/4 NW1/4 EXC 60FT FOR RD PAR(3) NE1/4 SW1/4 EXC 60FT FOR RD PAR(4) NW1/4 SW1/4 PAR(5) SW1/4 SW1/4 PAR(6) SE1/4 SW1/4 EXC

| Date | Price | Tp | Ic | Excise no | Id | Date | Comments: |
|---|---|---|---|---|---|---|---|

I, II, III, IV, V
VI, VII, VIII, IX
X, XI, XII

A.F.#: 9303250073
REEL 0707 FR 1650

ASSRCTR1 8:49 AM

ATS/T0250 CURRENT SUMMARY FOR 022401-4-026-1000 #1108877 03/10/93

PORT BLAKELY MILL CO LANDTRUST
500 UNION ST STE 830
SEATTLE WA 98101

| Tax Yr | Land | Bldg, etc. | Total |
|---|---|---|---|
| 1993 | 0 | 0 | 2020 |
| 1994 ( | 0)( | 0)( | 2020) |
| | Situs | | 0 |

Stat/Lc: T/6110
Land use: 88000
Acres: 21.50
Map #: Q024-411A

SECTION 02 TOWNSHIP 24 RANGE 01
L 13 EX N1/2

| Date | Price | Tp | Ic | Excise no | Id | Date | Comments: |
|---|---|---|---|---|---|---|---|
| 0192 | | Q | QC | 9200376 | | | |

XIII

A.F.#: 9303250073
REEL 0707 FR 1651

ASSRCTR1 8:48 AM

ATS/T0250 CURRENT SUMMARY FOR M12401-1-002-1002 #1131531 03/10/93

PORT BLAKELY MILL CO LANDTRUST
500 UNION ST STE 830
SEATTLE WA 98101

| Tax Yr | Land | Bldg, etc. | Total |
|---|---|---|---|
| 1993 | 0 | 0 | 29803 |
| 1994 | ( 0)( | 0)( | 29803) |

Situs 0

Stat/Lc: T/6029
Land use: 87000
Acres: 320.00
Map #: Q110-411G

SECTION 11 TOWNSHIP 24 RANGE 01
E1/2 NE1/4 ALSO E1/2 SW1/4 ALSO SE1/4

| Date | Price | Tp | Ic | Excise no |
|---|---|---|---|---|
| 0192 | | Q | QC | 9200376 |

| Id | Date | Comments: |
|---|---|---|
| DE02 | 921215 | ANX TO FIRE DIST #12 FOR 94> |
| DE02 | 860826 | SFFP ACRE CHANGE FOR 87 & 88 |

XV, XVI
+ up

A. F. #: 9303250073
REEL 0707 FR 1652

flag art
original

KITSAP COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT
(206) 876-7181 FAX 895-4925 RON PERKEREWICZ, DIRECTOR
614 DIVISION STREET MS-36, PORT ORCHARD, WASHINGTON 98366

# NON-CONVERSION NOTICE

October 3, 1994

Port Blakely Tree Farms, LTD.
11921 Kellogg Lake Road
Sultan WA 98294

Re: Forest Practices Application/Notification #FP-09-22743
Assessor's Account #112401-1-002-1002

Dear Applicant:

We have received a copy of your Forest Practices Application/Notification which states that you have no intention of converting your property to a non-forestry use. It is Kitsap County policy to deny building permits, subdivisions and land-use permits on all land logged under a "non-conversion." This policy is in effect for six years after the approval date on the Forest Practices Application/Notification, and applies to the current owners as well as future purchasers or heirs. This letter is only intended to clarify our position on logging, not to affect your decisions. However, if you have any questions on what Kitsap County requires on "conversion" Forest Practices Applications, please give us a call. You may reach Karanne Gonzalez, the Planner in charge of Forest Practices, at 876-7181.

This notice will be recorded with the Kitsap County Auditor.

Thank you.

Sincerely,

KITSAP COUNTY
RON PERKEREWICZ
DIRECTOR
DEPT. OF COMMUNITY DEVELOPMENT

Ron Perkerewicz
Director

RP:KG:jmm

cc: Board of County Commissioners
File
Karanne Gonzalez

KITSAP COUNTY DCD
$8.00
FILED-BY: DEPARTMENT OF COMMUNITY DEV
NOV 8, 1994, 1:13 PM
KAREN FLYNN, AUDITOR
CLERK: FREEMAN

A.F.#: 9411080187
REEL 0835 FR 1838

GONZALEZ 7:21 AM

FPA

XV, XVI

ATS/T0250 CURRENT SUMMARY FOR 112401-1-002-1002 #1131531 11/04/94

| | Tax Yr | Land | Bldg, etc. | Total |
|---|---|---|---|---|
| PORT BLAKELY MILL CO LANDTRUST. | 1994 | 0 | 0 | 32188 |
| 500 UNION ST STE 830 | 1995 ( | 0)( | 0)( | 34884) |
| SEATTLE WA 98101 | Situs | | | 0 |

Stat/Lc: T/6119 .SECTION 11 TOWNSHIP 24 RANGE 01
Land use: 87000 .E1/2 NE1/4 ALSO E1/2 SW1/4 ALSO SE1/4
Acres: 320.00
Map #: Q110-411G.

| Date | Price | Tp | Ic | Excise no | Id | Date | Comments: |
|---|---|---|---|---|---|---|---|
| 0192 | | Q | QC | 9200376 | DE02 | 930419 | CORR L/C FOR 94> |
| | | | | | DE02 | 921215 | ANX TO FIRE DIST #12 FOR 94> |
| | | | | | DE02 | 860826 | SFFP ACRE CHANGE FOR 87 & 88 |

A.F. #: 9411080187
REEL 0835 PR 1839

KITSAP COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT
(206) 876-7181 FAX 895-4925 RON PERKEREWICZ, DIRECTOR
614 DIVISION STREET MS-36, PORT ORCHARD, WASHINGTON 98366

# NON-CONVERSION NOTICE

July 23, 1993

Port Blakely Tree Farms
11921 Kellogg Lake Rd
Sulton, WA 98294

Re: Forest Practices Application/Notification #N-09-20726
Assessor's Account #012401-2-002-1002 & #012401-4-004-1006

Dear Applicant:

We have received a copy of your Forest Practices Application/Notification which states that you have no intention of converting your property to a non-forestry use. It is Kitsap County policy to deny building permits, subdivisions and land-use permits on all land logged under a "non-conversion." This policy is in effect for six years after the approval date on the Forest Practices Application/Notification, and applies to the current owners as well as future purchasers or heirs. This letter is only intended to clarify our position on logging, not to affect your decisions. However, if you have any questions on what Kitsap County requires on "conversion" Forest Practices Applications, please give us a call. You may reach Karanne Gonzalez, the Planner in charge of Forest Practices, at 876-7181.

This notice will be recorded with the Kitsap County Auditor.

Thank you.

Sincerely,

KITSAP COUNTY
RON PERKEREWICZ
DIRECTOR
DEPT. OF COMMUNITY DEVELOPMENT

Ron Perkerewicz
Director

RP:KG:jef

cc: Board of County Commissioners
File
Karanne Gonzalez

KITSAP COUNTY
$9.00 DCD
FILED-BY: KITSAP COUNTY
AUG 5, 1993, 4:07 PM
KAREN FLYNN, AUDITOR
CLERK: VENESKY

A.F. #: 9308050242
REEL 0737 FR 2302

ASSRCTR4 2:48 PM FPA

ATS/C2330 LEGAL DESCRIPTION FOR 012401-2-002-1002 07/16/93

SECTION 01 TOWNSHIP 24 RANGE 1W
PAR(1) NW1/4 NW1/4 EXC 60FT FOR RD 'GOV LOT 4' PAR(2) SW1/4
NW1/4 EXC 60FT FOR RD PAR(3) NE1/4 SW1/4 EXC 60FT FOR RD
PAR(4) NW1/4 SW1/4 PAR(5) SW1/4 SW1/4 PAR(6) SE1/4 SW1/4 EXC
60FT FOR RD

PRINT TO FILE

A.F.#: 9308050242
REEL 0737 FR 2303

ASSRCTR4 2:48 PM

ATS/C2330 LEGAL DESCRIPTION FOR 012401-4-004-1006 07/16/93

1 SECTION 01 TOWNSHIP 24 RANGE 1W
2 W1/2 NW1/4 NE1/4 SE1/4 CNVYD BY AUD NO. 1169752 TGW & SUBJ
TO ESMT

PRINT TO FILE

A.F.#: 9308050242
REEL 0737 FR 2304

STATUTORY WARRANTY DEED

SAFECO TITLE INSURANCE COMPANY

SAFECO

Filed for Record at Request of

THIS SPACE RESERVED FOR RECORDER'S USE

FILED FOR RECORD
REQ. OF LAND TITLE COMPANY
1977 MAY 17 PM 2:24
TED WRIGHT
KITSAP COUNTY AUDITOR
DEPUTY

1169752

NAME The Port Blakely Mill Company

ADDRESS 830 Logan Building

CITY AND STATE Seattle, Washington 98101

E-20613

THE GRANTOR James H. Robinson Company, Inc., a Washington corporation;

for and in consideration of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION

in hand paid, conveys and warrants to The Port Blakely Mill Company, A Washington Corporation

the following described real estate, situated in the County of Kitsap, State of Washington:

The West half of the Northwest quarter of the Northeast quarter of the Southeast quarter, Section 1, Township 24 North, Range 1 West, W.M.;
TOGETHER WITH AND SUBJECT TO an easement for access and utilities over and across the East 60 feet and the South 30 feet of that portion of the North half of the Northeast quarter of the Southeast quarter, said Section 1 lying South of the Seabeck County Road and the North 30 feet of the South half of the Northeast quarter of the Southeast quarter, said Section 1;
GRANTOR herein further grants unto the Grantee, their heirs, and or assigns, an easement for ingress, egress and utilities to and including transport of timber over and across the East 60 feet and the South 30 feet of that portion of the North half of the Northeast quarter of the Southeast quarter, said Section 1 lying South of the Seabeck County Road and the North 30 feet of the South half of the Northeast quarter of the Southeast quarter, said Section 1;
SAID EASEMENT will be appurtenant to and beneficial for the East half of the Southwest quarter, Section 1, Township 24 North, Range 1 West, and will be a non-exclusive easement which can be assigned and granted by The Port Blakely Mill Company and its successors for use of possible development of said East half of the Southwest quarter of Section1, Township 24 North, Range 1 West.
GRANTOR FURTHER reserves to himself, his heirs, and or assigns, an easement for ingress, egress and utilities, over, under, and across, the South 30 feet of that portion of the North half of the Northeast quarter of the Southeast quarter, said Section 1 lying South of the Seabeck County Road and the North 30 feet of the South half of the Northeast quarter of the Southeast quarter, said Section 1;

REEL 113 PG 442

Situate in Kitsap County, Washington.

1169752

As fully set forth on attached sheet

Dated May 16th, 1977

(Individual)

(Individual)

James H. Robinson Co. Inc.

By James H. Robinson (President)

By (Secretary)

STATE OF WASHINGTON
COUNTY OF } ss.

On this day personally appeared before me

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that signed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this day of , 19

NO. 3691
COUNTY EXCISE TAX
PAID 17 1977
AMOUNT 149.00
COUNTY TREASURER
BY E. Hiem

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

1169752

TL-3 R2 3/76

STATE OF WASHINGTON
COUNTY OF } ss.

On this 16th day of MAY, 1977, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JAMES H. Robinson

and

to me known to be the President and Secretary, respectively, of James H. Robinson Co. Inc. the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

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

REEC113FR 443

Also sp agrees to extend present outlet pipe 9 ft beyond bank and to maintain sd pipe in position

Part of lot 1, beg 566 ft E of the SW cor of lot 1, th N 150 ft th E 100 ft th S 150 ft th W 100 ft to the place of beg, ex 20 ft tf, all in sec 21 tp 26 NR 2 E WM The location of this pipe being more particularly desod as baap approx 60 ft E of the NW cor of the above desod tt th running SEly for a distance of 300 ft ml to a pt wh is 100 ft E of the SW cor of the above desod tt

Clara S McGlenn

kow Feb 26 1940 by Clara S McGlenn bf Lawrence C Tompkins np wn res at Suquamish (NS Apr 10 1943)

---

Right of Way D Nov 19 1941 350173
Oct 6 1925 $1½ benefits and ovo
In the Matter of Co Rd Known as the #232 257/472
John Olson, a bachelor of kow
to Co of Kit

Fp do g b s & c unto sp the fdl sitd in kow to-wit:

A strip of ld 20 ft wide, being 20 ft on the S side of the center ln of sd rd as surveyed over and alg the N ln of the NW¼ of the SE¼ of the NW¼ of sec 30 tp 25 NR 2 E WM

To have and to hold the same, unto sp for the purpose of a public rd forever

John Olson

kow Oct 6 1925 by John Olson, a bachelor bf S M Fell Dep co aud (aud sl of Alt Co, Wn)

---

Semt Nov 19 1941 350174
Dec 12 1939
Fort Blakely Mill Co, a Wash corp 257/473
to Kitsap County, a Municipal Corp of the St of Wn

Fp cy and grant to sp the right, privilege and authority to perform the work necessary to construct, alter, improve and maintain an open ditch beg near the NE cor of the NW¼ of the NW¼ Sec 1 tp 24 NR 1 W WM, th SWly to a pt near the W¼ cor of sd sec 1, all being over the W½ of the NW¼, Sec 1 tp 24 NR 1 W WM

Sp agrees to construct sd ditch in a good and workmanlike manner. Fp do accept the above benefits in full settlement all claims for damages if any or damages that may arise to abutting ppty in full pmt of the rights so conveyed

IWW this instrument has been executed the day and yr first above written

Fort Blakely Mill Co
By James G Eddy, Vice Pres
(corp sl) By R G Wright, Sec

King co wn Dec 12 1939 by James G Eddy & R G Wright, Vice Pres and Sec, resp of sd corp of bf K F Regenedorf np wn res at s (NS Mar 16 1941)

---

Right of Way D Nov 19 1941 350175
Jan 30 1940 $- benefits and ovo
Rd Known as Vinland Rd Change in Co. Rd. #299 257/474
Victor - and Merri Heino of kow
to Co of Kit

Fp do g b s & c unto sp the fdl sitd in kow, to-wit:

A strip of ld 60 ft wide being 30 ft on each side of the center ln of sd rd as surveyed over and across the flg desod tt:

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

MAY 1968

930464

## PERMANENT EASEMENT EXCHANGE

THIS AGREEMENT, made as of the 3RD day of May, 1968, by and between THE PORT BLAKELY MILL COMPANY, a Washington corporation, 6100 Arcade Building, Seattle, Washington, herein designated as "Port Blakely" and H. C. SCHLEHUBER and CORA B. SCHLEHUBER, his wife, Route 1, Box 1452, Bremerton, Washington, herein designated as "Schlehubers", in consideration of the premises and of the reciprocal grants herein made, the parties hereto agree and grant as follows:

1. Port Blakely hereby grants to the Schlehubers the perpetual, non-exclusive right, license and permission to use and maintain the existing road upon, over and across the SW¼ of the SW¼ of Section 1, Township 24 North, Range 1 West, W.M., and the NW¼ of the NW¼ of Section 12, Township 24 North, Range 1 West, W.M., said easement to be 20 feet in width, and located approximately as shown colored in green on the attached Exhibit "A".

2. The Schlehubers hereby grant to Port Blakely the perpetual, non-exclusive right, license and permission to use and maintain the existing roads upon, over and across the N½ of the SE¼ of the SE¼ of Section 2, Township 24 North, Range 1 West, W.M., lying South of existing County Road, and the E½ of the S½ of the NE¼ of the SE¼ lying East of existing County Road. Said easement to be 20 feet in width and located approximately as shown colored in red on the attached Exhibit "A".

3. Each party exercising rights granted hereunder shall maintain such portions of the said road system so used in good condition for passenger car travel, and at the completion of each such period of use leave such portions of the road system so used in such condition.

4. In the event that both parties hereto shall use the same portions of the said road system at the same time, then as to such portions jointly used, each using party shall do its pro-rata share of the maintenance work or contribute its pro-rata share of the cost incurred by the other party in maintaining such jointly used portions based on the ratio, the volume of products hauled by each using party bears to the total volume of products hauled by all parties over such jointly used portions of road.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

5. The rights herein granted shall extend to each party and to such of its heirs, executors, administrators and assigns as may be designated for purposes connected with tree farm management.

6. Each party reserves the right to use its lands and roads thereon for any purpose not inconsistent herewith.

7. Each party reserves the right to restrict, temporarily, the use of the road when hazardous fire conditions exist or when use during adverse weather would damage the road, provided such restrictions shall apply equally to all road users.

8. Each party shall observe the terms and conditions of this agreement, all laws and regulations, Federal and State, including but not limited to those relating to the prevention, suppression and control of fire, and all valid orders of Federal and State officials pertaining thereto, and take every reasonable precaution to prevent fire arising on or adjacent to said lands and road.

9. Neither party has made any representation as to the present or future conditions of its property or the character of the traffic on said road, and each road user in connection with the exercise of any rights hereunder, assumes all risk of damage to its property or injury to its person.

10. When exercising rights hereunder, each party shall pay for all damage to the other's property resulting directly or indirectly from the negligent act or omissions of the party exercising such rights, and shall reimburse the other party for all costs reasonably incurred by the latter for fighting fire, resulting directly or indirectly from the acts or omissions of the party exercising such rights hereunder, whether negligent or otherwise. Further, each party shall indemnify and hold harmless the other against all claims or liabilities asserted by third persons, resulting directly or indirectly from the indemnifying party's acts or omissions hereunder, whether negligent or otherwise.



NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

IN WITNESS WHEREOF, this Easement Exchange Agreement is executed in duplicate as of the day and year first above written.

THE PORT BLAKELY MILL COMPANY

By _____ President

Attest: _____ Assistant Secretary

H. O. SCHLEHUBER

_____

CORA B. SCHLEHUBER

_____

STATE OF WASHINGTON )
) ss
COUNTY OF KING )

On this 2nd day of May, 1968, before me personally appeared GARRETT EDDY and BARRY N. SHEPPARD, to me known to be the President and the Assistant Secretary respectively, of THE PORT BLAKELY MILL COMPANY, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first written above.

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

STATE OF WASHINGTON )
) ss
COUNTY OF KITSAP )

On this 14th day of May, 1968, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared H. O. SCHLEHUBER and CORA B. SCHLEHUBER, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 14th day of May, 1968.

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



NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

**PORT BLAKELY MILL CO.**
6100 ARCADE SQUARE SEATTLE 1, WASH.

SEC. 5-1,2,11,+12 TWP. 24N R. 1W COUNTY KITSAP, WASH.

SCALE: 1 Inch = 1320 Feet or 80 Chains
8 Inches = 10560 Feet or 160 Chains

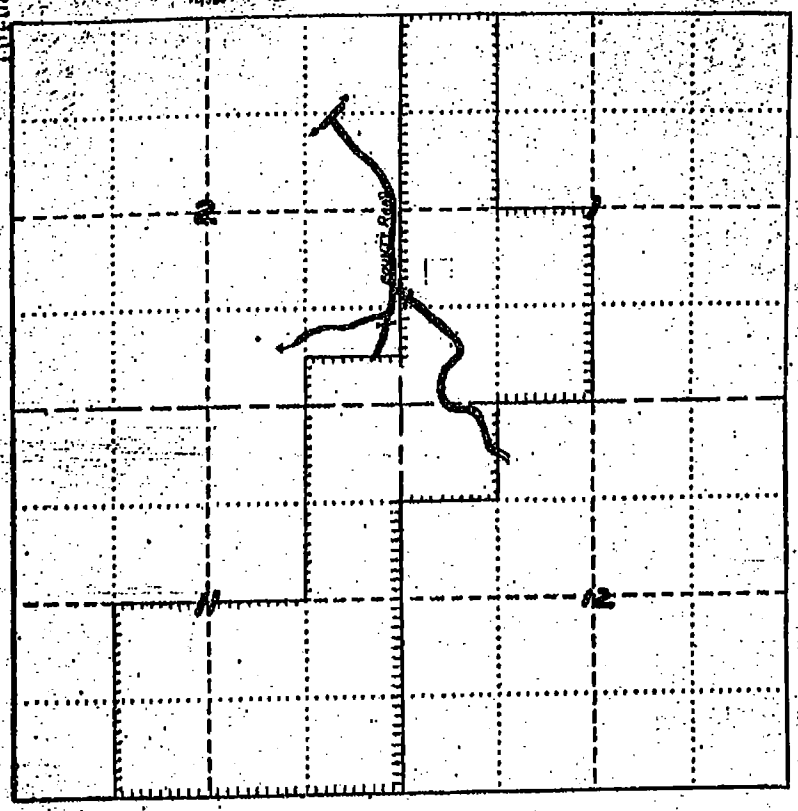



Exhibit "A"

Filed for Record May 22 1968 at 10 35 am
Request of Port Blakely Mill Co
MARGARET McPHERSON Kitsap Co. Auditor

5-22-68

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

6-2

Filed for Record at the Request of
DAVIS, WRIGHT, TODD, RIESE & JONES

EXCISE TAX EXEMPT
DEC 20 1985
KITSAP COUNTY
TREASURER

AFTER RECORDING MAIL TO:

G. James Judson
Davis, Wright, Todd, Riese & Jones
4200 Seattle-First National Bank Bldg.
Seattle, WA 98154

FILED FOR RECORD
REQ. OF
TICOR TITLE INSURANCE
1985 DEC 20 PM 3:47
SHERRIL HUFF
KITSAP COUNTY AUDITOR
DEPUTY

8512200152

Jwila

# ASSIGNMENT OF EASEMENT

The undersigned, THE PORT BLAKELY MILL COMPANY, a Washington corporation, for valuable consideration, the receipt of which is hereby acknowledged, does hereby assign, transfer, set over, bargain, sell and quit claim unto THE PORT BLAKELY MILL COMPANY LAND TRUST, all right, title and interest in and to an Easement over, across and through the real property described on attached Exhibit A, situated in the County of Kitsap, State of Washington.

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officer this 17 day of December, 1985.

THE PORT BLAKELY MILL COMPANY

By
James Eddy Warjone
Its President

STATE OF WASHINGTON )
) ss.
COUNTY OF KING )

On this 17 day of December, 1985, before me, a Notary Public in and for the State of Washington, personally appeared JAMES EDDY WARJONE, to me known to be the person who signed as President of The Port Blakely Mill Company, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed thereto, if any, is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

John H. Daly
Notary Public in and for the State of Washington, residing at SEATTLE.

REEL 362 PG 399

8512200152

EXHIBIT A for Assignment of Easement - Kitsap County

1. EASEMENT - ACROSS A PORTION OF SECTION 2, TOWNSHIP 24N, RANGE 1W, W.M.

GRANTORS: L.C. & BERNICE BIRGE

RECORDED: APRIL 14, 1959, VOL. 689, PAGE 143 - 145

2. EASEMENT - ACROSS A PORTION OF THE W1/2NW1/4 OF SECTION 19, TOWNSHIP 25N, RANGE 1E, W.M.

GRANTORS: IRENE & EDWARD BOGACHUS

RECORDED: DECEMBER 6, 1978, #7812060156, REEL 159, PR 1177 - 1180

3. EASEMENT - ACROSS A PORTION OF THE S1/2 OF GOVERNMENT LOT 1, SECTION 2, TOWNSHIP 24N, RANGE 1W, W.M.

GRANTORS: HARRY O. & CORA B. SCHLEHUBER

RECORDED: APRIL 14, 1959, VOL. 689, PAGE 146 - 148

4. EASEMENT - ACROSS A PORTION OF THE N1/2SE1/4SE1/4 AND THE E1/2S1/2NE1/4SE1/4 OF SECTION 2, TOWNSHIP 24N, RANGE 1W, W.M.

GRANTORS: H.O. & CORA B. SCHLEHUBER

RECORDED: MAY 22, 1968, #930464, VOL. 923, PAGE 171 - 174

5. RIGHT-OF-WAY EASEMENT - ACROSS A PORTION OF SECTION 32, TOWNSHIP 25N, RANGE 1E, W.M.

GRANTORS: JOSEPHINE A. MERRITT, HENRY A. AND NETTIE AFDEM

RECORDED: MARCH 4, 1955, #612478, VOL. 606, PAGE 46 - 49

6. EASEMENT - ACROSS A PORTION OF THE SW1/4SW1/4 OF SECTION 8; SE1/4SE1/4 OF SECTION 7, BOTH IN TOWNSHIP 24N, RANGE 1E, W.M.

GRANTORS: GUDMUND AND CARRIE ANDERSON

RECORDED: JUNE 21, 1941; #339306, VOL 288, PAGE 302 - 303

7. EASEMENT - ACROSS A PORTION OF THE NE1/4SW1/4, S1/2SW1/4 OF SECTION 12; N1/2NW1/4 OF SECTION 13, E1/2NE1/4 OF SECTION 14, ALL IN TOWNSHIP 24N, RANGE 1W, W.M.

GRANTORS: STATE OF WASHINGTON, DEPARTMENT OF NATURAL RESOURCES

RECORDED: APRIL 29, 1983, #8304290110, REEL 275, PR 1763-1767

REEL362 PR 400

8512200152

LAND TITLE COMPANY has placed this document of record as a customer courtesy and accepts no liability for the accuracy or validity of the document

Filed for Record at the request of: PORT BLAKELY TREE FARMS (LP)

KITSAP COUNTY
$5.00 LTC
FILED-BY: LAND TITLE COMPANY
JAN 17, 1992, 3:51 PM
KAREN FLYNN, AUDITOR
CLERK: CHIPPS

A.F. #: 9201170230
REEL 0625 FR 2509

AFTER RECORDING RETURN TO :
Port Blakely Tree Farms (LP)
500 Union Street, Suite 830
Seattle, WA 98101

Attn: Land Records

E-W

## ASSIGNMENT OF EASEMENT

The undersigned, THE PORT BLAKELY MILL COMPANY LAND TRUST; JAMES EDDY WARJONE, A Trustee under the Trust Agreement of the Port Blakely Mill Company Land Trust dated December 12, 1985; and THE PORT BLAKELY MILL COMPANY, a Washington corporation, for valuable consideration, the receipt of which is hereby acknowledged, does hereby assign, transfer, set over, bargain, sell and quit claim unto PORT BLAKELY TREE FARMS (LIMITED PARTNERSHIP), all right, title and interest in and to an Easement over, across and through the real property described on attached Exhibit A, situated in the county of KITSAP, State of Washington.

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officer the 10th day of January, 1992.

THE PORT BLAKELY MILL COMPANY

EXCISE TAX EXEMPT

JAN 17 1992

KITSAP COUNTY
TREASURER

BY: [signature]
James Eddy Warjone
Its President

STATE OF WASHINGTON )
) ss.
COUNTY OF King )

ON THIS 10th day of January, 1992, before me, a Notary Public in and for the State of Washington, personally appeared JAMES EDDY WARJONE, to me known to be the person who signed as President of The Port Blakely Mill Company, the Corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed thereto, if any, is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Roberta M. Chilcutt
Notary Public in and for the State of Washington, residing at Seattle

My commission expires: 01-03-93

ROBERTA M. CHILCUTT COMMISSION EXPIRES NOTARY PUBLIC JAN. 3, 1993 STATE OF WASHINGTON

ROBERTA M. CHILCUTT COMMISSION EXPIRES NOTARY PUBLIC JAN. 3, 1993 STATE OF WASHINGTON

EXHIBIT A for Assignment of Easement - Kitsap County

1. EASEMENT - ACROSS A PORTION OF SECTION 2, TOWNSHIP 24N, RANGE 1W, W.M.

GRANTORS: L.C. & BERNICE BIRGE

RECORDED: APRIL 14, 1959, VOL. 689, PAGE 143 - 145

2. EASEMENT - ACROSS A PORTION OF THE W1/2NW1/4 OF SECTION 13, TOWNSHIP 25N, RANGE 1E, W.M.

GRANTORS: IRENE & EDWARD BOGACHUS

RECORDED: DECEMBER 6, 1978, #7812060155, REEL 159, FR 1177 - 1180

A.F. #: 9201170230
REEL 0625 FR 2510

3. EASEMENT - ACROSS A PORTION OF THE S1/2 OF GOVERNMENT LOT 1, SECTION 2, TOWNSHIP 24N, RANGE 1W, W.M.

GRANTORS: HARRY C. & CORA B. SCHLEHUBER

RECORDED: APRIL 14, 1959, VOL. 689, PAGE 146 - 148

4. EASEMENT - ACROSS A PORTION OF THE N1/2SE1/4SE1/4 AND THE E1/2S1/2NE1/4SE1/4 OF SECTION 2, TOWNSHIP 24N, RANGE 1W, W.M.

GRANTORS: H.C. & CORA B. SCHLEHUBER

RECORDED: MAY 22, 1968, #930464, VOL. 923, PAGE 171 - 174

5. RIGHT-OF-WAY EASEMENT - ACROSS A PORTION OF SECTION 32, TOWNSHIP 25N, RANGE 1E, W.M.

GRANTORS: JOSEPHINE A. MERRITT, HENRY A. AND NETTIE AFDEM

RECORDED: MARCH 4, 1955, #612478, VOL. 606, PAGE 46 - 49

6. EASEMENT - ACROSS A PORTION OF THE SW1/4SW1/4 OF SECTION 8; SE1/4SE1/4 OF SECTION 7, BOTH IN TOWNSHIP 24N, RANGE 1E, W.M.

GRANTORS: GUDMUND AND CARRIE ANDERSON

RECORDED: JUNE 21, 1941; #339306, VOL 288, PAGE 302 - 303

7. EASEMENT - ACROSS A PORTION OF THE NE1/4SW1/4, S1/2SW1/4 OF SECTION 12; N1/2NW1/4 OF SECTION 13, E1/2NE1/4 OF SECTION 14, ALL IN TOWNSHIP 24N, RANGE 1W, W.M.

GRANTORS: STATE OF WASHINGTON, DEPARTMENT OF NATURAL RESOURCES

RECORDED: APRIL 29, 1983, #8304290110, REEL 275, FR 1763-1767

1092409

NOTICE OF APPROVAL
OF
DESIGNATED FOREST LAND

TO: The Port Blakely Mill Co.
(Land owner's name)

830 Logan Building
(Address)

Seattle, Washington 98101

You are hereby notified that the following land has been approved for designation as forest land:

ACCT. #022401-4-025-1000

Lot 13 EX N 1/2

No. 1-75 21.5 Acres

Section 2 Township 24 N Range 1W ~~(East)~~ (West)

In accordance with provision of RCW 84.33.140 . . . . "a copy of the 'Notice of Approval' together with the legal description or assessor's tax lot number for such land shall, at the expense of the applicant, be filed by the assessor in the same manner as deeds are recorded, and such land shall be graded and valued pursuant to RCW 84.33.110 and 84.33.120 . . . ."

Date of Approval: February (Month) 3 (Day) 1975 (Year)

(Assessor) F. C. Rutherford

Kitsap
(County)

Make in duplicate. File original and have auditor return original to land owner. A copy shall be retained by the assessor.

PTF No. 156
5/73

Filed for Record 7-6-73 10 25 at 10 A M
Request of
TED WRIGHT, Kitsap County Auditor

REEL 66FR 959

Bert Cole - Olympia 98504
FILED FOR RECORD
REQ. OF Dept. of Natural Resources
1978 OCT 18 PM 3:54
TED WRIGHT
KITSAP COUNTY AUDITOR
DEPUTY

7810180161

AGREEMENT FOR & GRANT OF EASEMENT

THIS AGREEMENT, made as of the 2nd day of October, 19 78, by and between THE PORT BLAKELY MILL COMPANY, a Washington corporation, herein called "Grantor" and the State of Washington, acting by and through the Department of Natural Resources, herein called "Grantee".

W I T N E S S E T H

Grantor, for and in consideration of road betterment work, more specifically listed below in Paragraph #2, and in consideration of the covenants of the Grantee as hereinafter set forth, hereby grants and conveys to the Grantee, its assignees and permittees, the non-exclusive right and permission to use, improve and maintain the existing road plus the road described in Paragraph 2b, over and across the:

Portions of the Northeast 1/4 Southeast 1/4 of Section 2; portions of West 1/2 Southwest 1/4 of Section 1; portions of Northwest 1/4 Northwest 1/4 of Section 12; portions of East 1/2 Northeast 1/4 and portions of East 3/4 South 1/2 of Section 11; all in Township 24 North, Range 1 West, Kitsap County, State of Washington, located approximately as shown in red on the attached Exhibit "A".

1. The purpose of the easement is to permit Grantee, its assignees and permittees, to manage, protect and haul forest products from Grantee's lands located in the following:

The Southwest 1/4 and South 1/2 Northwest 1/4 of Section 12; North 1/2 of Section 14; North 1/2 Northwest 1/4 of Section 13; and, Northeast 1/4 Southeast 1/4 of Section 14; all in Township 24 North, Range 1 West, Kitsap County, Washington, as portrayed on the attached Exhibit "A".

The easement as herein granted shall be for the benefit only of the properties of Grantee as described in this Paragraph #1. The easement as herein granted shall be perpetual, provided, that in the event Grantee should attempt to expand the burden on Grantor's lands by utilizing the easement herein described for the benefit of lands other than those of Grantee as herein described, this easement and all of the rights of the Grantee hereunder, shall immediately cease and determine. Provided, further, that the easement herein granted, to the extent that it relates to or benefits that property known as the Northeast 1/4 of the Southeast 1/4 of Section 14, Township 24 North, Range 1 West, Kitsap County, Washington, shall, in any event, cease and determine as of December 31, 1983. This agreement in its entirety, shall be null and void, if road construction and road improvement, including culvert, is not completed by August 31, 1979.

2. Grantee, before hauling any forest products from Grantee's lands over the easement hereinabove described (except right of way logs), shall complete the following road betterment work:

a. At Point "A" on attached Exhibit "A", Grantee shall construct a railroad iron gate, in accordance with Grantor's tree farm standards. Said gate shall be kept locked at all times except when in actual use. Each party hereto shall provide and maintain its own lock, in tandem, upon said gate.
b. Between Point "A and Point "B", Grantee shall clear and construct road and properly disperse all slash in accordance with State of Washington's standards, and width of the new road and location thereof shall be approved in advance by the Grantor.
c. At Point "C", Grantee shall install a 15" x 24' culvert in accordance with the State of Washington's standards.
d. At Point "D", Grantee shall install an 87" x 63" x 46' arch culvert with proper fill and with intake and outlet in accordance with the State of Washington's standards.
e. At Point "E", Grantee shall reconstruct spur junction to main road so as to enable traffic to proceed safely in either an easterly or westerly direction.
f. At Point "F", Grantee shall install a 36" x 50' culvert in accordance with State of Washington's standards.

REEL 155 FR 1072

EXCISE TAX EXEMPT

7810180161

OCT 18 1978

BILLIE EDER
KITSAP COUNTY TREASURER

All portions of the new or existing road on Grantor's lands may be improved as mutually agreed upon by the Grantor and Grantee; however, all portions of said road shall be constructed and maintained so as to meet acceptable safety standards for the forest industry in the State of Washington.

3. Grantee, its assignees and/or permittees shall give Grantor at least fifteen (15) days written notice prior to the commencement of use for the hauling of forest products across Grantor's lands as hereinabove described, and shall give to the Grantor the approximate dates when such hauling will begin, the approximate forest volumes to be hauled, and shall notify Grantor upon completion of said hauling.

4. Insofar as the Grantee and/or its Permittees may be authorized to do so from time to time under the laws of the State of Washington, the Grantee and its Permittees will protect, save and hold harmless the Grantor from all claims, costs, damages or expense arising out of the negligence of the Grantee or its Permittees. In the case of negligence of both Grantor and Grantee (including its Permittees), any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party.

The Grantee shall require each of its Permittees to deliver to Grantor a certificate from an insurer qualified to do business in Washington, certifying that there is in force and there will remain in force during the term of said Permittee's use of the roads the insurer's policy of liability insurance in the form and to the limits hereinafter stipulated and that if any such policy is to expire or is to be canceled or modified, the insurer will give Grantor written notice of such expiration or cancellation on a day certain that shall not be less than ten (10) days following Grantor's receipt of such notice. The insurance shall be in the form of logger's personal injury and property damage coverage or its equivalent insuring said Permittees against all liability arising out of its operations, including the use of vehicles. Grantor need not be named as an insured in any such policy. The minimum limits of such insurance shall be:

For log haulers, One Hundred Thousand Dollars ($100,000) for injury to one person, Three Hundred Thousand Dollars ($300,000) for any one occurrence, and One Hundred Thousand Dollars ($100,000) property damage for any one occurrence, and

For fern cutters, bough cutters, shake cutters, or other miscellaneous users operating pickup trucks, light trucks, (under one (1) ton) or passenger cars for the purpose of transporting miscellaneous forest products, Twenty-Five Thousand Dollars ($25,000) for injury to one person, Fifty Thousand Dollars ($50,000) for any one occurence, or such other limits as the parties may agree upon in writing from time to time.

5. Grantor reserves the right at all times and for any purpose, for itself, its employees, contractors, assignees or permittees, to go upon, cross, recross, maintain, reconstruct and use any road described herein and the right of way thereof, and Grantee, its assignees and/or permittees, shall so conduct their operations so as to not interfere with the use of said roads by the Grantor, its employees, contractors, assignees or permittees.

6. With respect to Grantee's use of the roads shown in red on Exhibit "A", Grantee agrees to conduct any operations thereon in connection with which Grantee exercises any rights granted hereunder, in full compliance with all applicable laws, rules, and regulations of both the Federal Government and State of Washington, including, but not limited to those relating to forestry and conservation practices and the prevention, suppression and control of fire, and all valid regulations and orders of both Federal and State officials and their duly appointed or designated representatives. Grantee itself, or its assignees and permittees, further agrees:

a. Upon discovery of fire in the vicinity of said roads, to immediately notify Grantor and the nearest official forest officer in charge of forest fire control.



7810180161

REEL155PR1073

7. The Grantee herein agrees to maintain said road in proportion to the use made thereof by Grantee, its assignees and/or permittees, so that by the combined maintenance of Grantor, its employees, contractors, assignees and permittees, and Grantee, its assignees, and/or permittees, in proportion to their respective uses, the road shall be maintained in a conditon as good as or better than at the date hereof, and at the date upon which the betterments described in Paragraph #2 hereof are first completed. "Condition as good" shall, as a minimum, mean suitable for passenger car travel.

8. Grantee agrees:

a. To take all reasonable precaution* to prevent unauthorized persons from using any of the described roads and/or from entering upon the lands of Grantor or of third persons through the easement herein described; *(shall include construction of gates)

b. Not to obstruct said road nor land with logs or other forest products alongside the described roads nor load any trucks thereon without Grantor's permission in writing first had and obtained;

c. To strictly observe and faithfully comply with all speed limits and traffic regulations as may from time to time be promulgated by Grantor;

d. Not to permit anyone, except those authorized in writing by the Grantee, to use or go upon the described road, and in particular, Grantee shall not give written or verbal permission to members of the general public not otherwise engaged upon Grantee's business to use said road at any time, for any reason; and

e. To keep and maintain all automotive or other equipment used by Grantee on the easement herein described in good and safe operating condition.

9. Grantee shall neither cut, damage nor destroy any of the Grantor's timber without Grantor's permission in writing being first had and obtained. The cutting, damaging or destroying of any such timber shall be considered willful trespass and Grantee, its assignees and permittees shall be liable to Grantor therefor in a sum equal to three (3) times the damage sustained by Grantor on account of the cutting, damaging or destroying of any such timber.

IN WITNESS WHEREOF, this Agreement For a Grant of Easement is executed in duplicate as of the day and year first above written.

STATE OF WASHINGTON
Department of Natural Resources

BY _____
BERT L. COLE
Commissioner of Public Lands

Affix Seal of Commissioner of Public Lands

THE PORT BLAKELY MILL COMPANY

By _____
GARRETT EDDY
President

Attest _____
BARRY N. SHEPPARD
Assistant Secretary

Affix Seal of The Port Blakely Mill Company

Easement No. 1504
App. No. 39699



REEL 155 PG 1074

7810180161

STATE OF WASHINGTON )
) ss
COUNTY OF KING )

On this 2nd day of October, 1978, before me personally appeared Garrett Eddy and Barry N. Sheppard, to me known to be the President and Assistant Secretary, respectively, of The Port Blakely Mill Company, the corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal the day and year first above written.

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

STATE OF WASHINGTON )
) ss
COUNTY OF THURSTON )

On this day of , 19 , before me personally appeared BERT L. COLE to me known to be the Commissioner of Public Lands, and ex officio administrator of the Department of Natural Resources of the State of Washington, the Department that executed the within and foregoing instrument on behalf of the State of Washington, and acknowledged said instrument to be the free and voluntary act and deed of the State of Washington for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the official seal of the Commissioner of Public Lands for the State of Washington.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year set forth above.

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

7810130161



REEL155FR1075

STATE OF WASHINGTON )
) ss
COUNTY OF [illegible] )

[illegible] 19[illegible], before me personally appeared [illegible] to have signature authorization delegated to him to [illegible] Commissioner of Public Lands, and ex officio administrator of [illegible] Resources of the State of Washington, the Department [illegible] foregoing instrument on behalf of the State of Washington, that ex[illegible] and ack[illegible] trument to be the free and voluntary act and deed of the State [illegible] uses and purposes therein mentioned, and on oath stated that he [illegible] execute said instrument and that the seal affixed is the official [illegible] Commissioner of Public Lands for the State of Washington.

IN [illegible] have hereunto set my hand and seal the day and year set forth above.

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

REEL 155 PG 1076

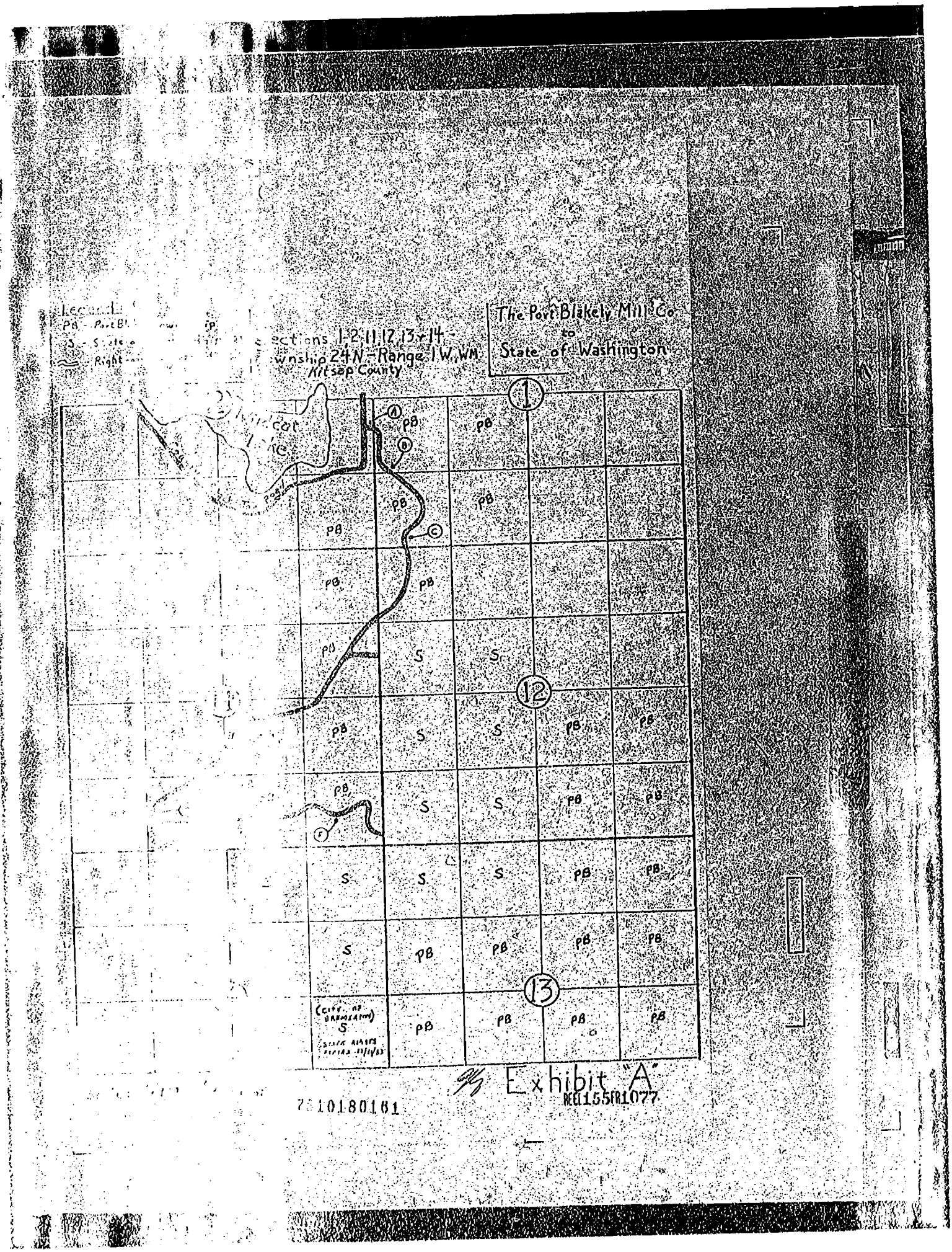



Exhibit "A"

7510180161

REEL155FR1077

Dept. of Natural Resources
Gray Little
Olympia 98504

EASEMENT SUPPLEMENT

8303160098

THIS SUPPLEMENTAL AGREEMENT, made and entered into this 3rd day of March, 1983, by and between THE PORT BLAKELY MILL COMPANY, a Washington corporation, herein called "Port Blakely," and STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called "State," WITNESSETH:

On the 2nd day of October, 1978, Port Blakely, granted an easement referred to herein as the Original Easement and Agreement, to the State, said easement and agreement being recorded in the records of Kitsap County, Washington, on October 18, 1978, in Reel 155 of Deeds, frames 1072 - 1077 under Auditor's File No. 7810180161. Said Original Easement and Agreement is hereby supplemented as follows:

I

A. Port Blakely for and in consideration of a similar grant, hereby grants and conveys to State, its successors and assigns, a permanent easement upon, over, and along rights of way sixty (60) feet in width, over and across the S1/2SE1/4 of Section 11, Township 24 North, Range 1 West, W.M., in Kitsap County, Washington, being thirty (30) feet on each side of the centerline of a road or roads located approximately as shown in red on the attached "Exhibit A."

Subject as to said lands to all matters of public record.

B. Provided, however, thirty (30) days prior to any reconstruction, or development, the State shall submit to Port Blakely, for written approval, a complete and detailed plan of operation for the development of the right of way. The State's operations specified hereinabove shall be conducted in accordance with the provisions of the approved Plan of Operation in force at the time of the commencement of said operations and the State shall provide for the examination of the right of way with Port Blakely's representative, before any construction, reconstruction, or development is commenced.

Except as herein supplemented all of the terms, conditions and reservations of the Original Easement and Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, to become effective as of the day and year first above written.

EXCISE TAX EXEMPT
MAR 16 1983
BILLIE EDER
KITSAP COUNTY TREASURER

THE PORT BLAKELY MILL COMPANY

By [signature] President
Title

Attest _____ Title

Affix Seal of Corporation

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

[signature]
BRIAN J. BOYLE
Commissioner of Public Lands

Affix Seal of Commissioner of Public Lands

Easement No. 1504 Supplement
033052

FILED FOR RECORD
REQ. OF State of Washington
1983 MAR 16 PM 1:33
SHERRIL HUFF
KITSAP COUNTY AUDITOR
DEPUTY

PROOF FILED KW
8303160098

272 273

STATE OF WASHINGTON )
) ss
County of KING )

On this 25TH day of FEBRUARY, 19 83, before me personally appeared JAMES EDDY WARJONE and _____, to me known to be the PRESIDENT and _____, respectively, of THE POPE BLAKELY MILL CO., the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

John H. Dalley
Notary Public in and for the State of WASHINGTON, residing at SEATTLE.

STATE OF WASHINGTON )
) ss
COUNTY OF THURSTON )

On this 7th day of March, 19 83, before me personally appeared BRIAN J. BOYLE, to me known to be the Commissioner of Public Lands, and ex officio administrator of the Department of Natural Resources of the State of Washington, the Department that executed the within and foregoing instrument on behalf of the State of Washington, and acknowledged said instrument to be the free and voluntary act and deed of the State of Washington for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the official seal of the Commissioner of Public Lands for the State of Washington.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year set forth above.

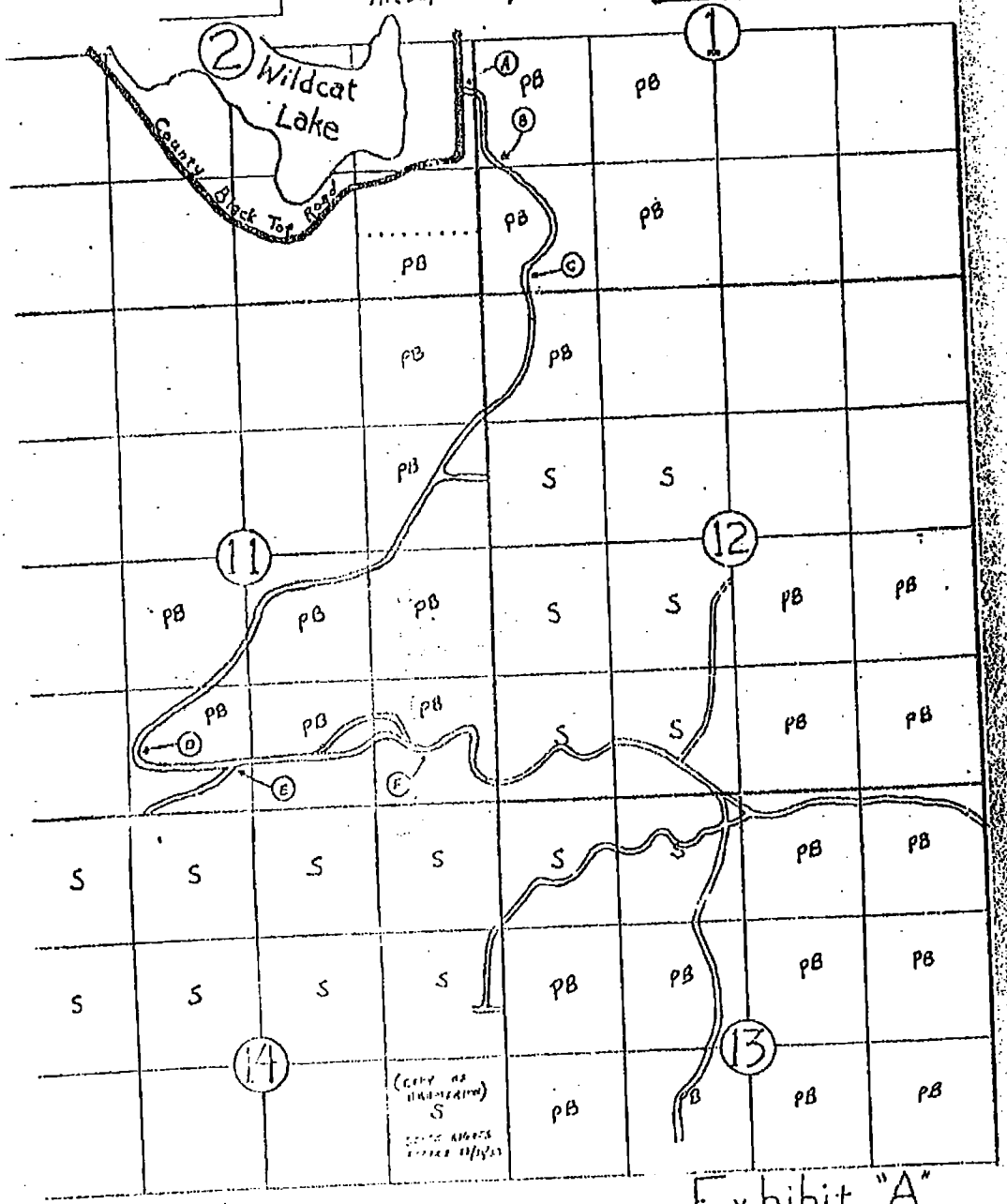
Edith L. Johnson
Notary Public in and for the State of Washington, residing at Olympia.

8303160098

Legend:
B - Port Blakely ownership
S - State of WA. ownership
= - Right-of-way granted

Sections 1,2,11,12,13 + 14 -
Township 24N - Range 1W, WM
Kitsap County

The Port Blakely Mill Co.
to
State of Washington




Scale: 1" = 1320' / 4" = 1 mile

Exhibit "A"

8303160098

Vol 272 Pg 275

830 Logan Bldg.
Seattle, Wa 98101

FILED FOR RECORD
REQ. OF Port Blakely Mill Company
1983 APR 29 AM 10: 10
SHERRIL HUFF
KITSAP COUNTY AUDITOR
DEPUTY

8304290110

EASEMENT

THIS AGREEMENT, made and entered into this 31st day of March, 19 83, by and between THE PORT BLAKELY MILL COMPANY, a Washington corporation, herein called "Port Blakely," and STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called "State," WITNESSETH:

I

The State, for and in consideration of a similar grant, hereby grants and conveys to Port Blakely, its successors and assigns, a permanent easement upon, over, and along rights of way sixty (60) feet in width over and across the NE1/4SW1/4, S1/2SW1/4 of Section 12, N1/2NW1/4 of Section 13, E1/2NE1/4 of Section 14, all in Township 24 North, Range 1 West, W.M., in Kitsap County, Washington, being thirty (30) feet on each side of the centerline of a road or roads located approximately as shown in green for existing road and yellow for new construction on the attached "Exhibit A."

Subject as to said lands to all matters of public record.

II

The parties hereto hereby agree that the rights hereinabove granted shall be subject to the following terms and conditions:

1. This easement is conveyed for the purposes of construction, reconstruction, use and maintenance of a road or roads for the purpose of hauling forest products and other valuable materials from lands now owned or hereafter acquired by Port Blakely, and to provide access to said lands for land management and administrative activities.

   Provided, however, thirty (30) days prior to any construction, reconstruction, or development, Port Blakely shall submit to the Area Manager at Enumclaw, Washington, for written approval, a complete and detailed plan of operation for the development of the right of way. Port Blakely's operations specified hereinabove shall be conducted in accordance with the provisions of the State approved Plan of Operation in force at the time of the commencement of said operations and Port Blakely shall provide for the examination of the right of way with the State's Area Manager, before any construction, reconstruction, or development is commenced.

2. The State reserves for itself, its successors and assigns, the right at all times for any purpose, to cross and recross at any place on grade or otherwise, and to use said rights of way in a manner that will not unreasonably interfere with the rights granted to Port Blakely herein.

3. The State may grant to third parties, upon such terms as it chooses, any or all of the rights reserved by it herein; provided, that use by such party shall be subject to the terms and conditions of this agreement and shall not unreasonably interfere with the rights granted to Port Blakely herein.

4. The cost of road maintenance and resurfacing shall be allocated on the basis of respective uses of said roads. When any party uses a road, that party shall perform or cause to be performed, or contribute or cause to be contributed, that share of maintenance and resurfacing occasioned by such use as hereinafter provided. During periods when a road is being used solely by one party, such party shall maintain that portion of said road so used to the standards existing at the time use is commenced. During periods when more than one party is using the same road, or any portion thereof, the parties hereto shall meet and establish necessary maintenance provisions. Such provisions shall include, but shall not be limited to:

   (a) The appointment of a maintainer, which may be one of the parties hereto or any third party, who will perform or cause to be performed at a reasonable and agreed upon rate the maintenance and resurfacing of the road or the portion thereof being used; and

8304290110

275 1763

(b) A method of payment by which each party using said road or a portion thereof, shall pay its pro rata share of the cost incurred by said maintainer in maintaining or resurfacing said road or portion thereof.

For purposes of this agreement, maintenance is defined as the work normally necessary to preserve and keep the roadway, road structure and road facilities as nearly as possible in their present condition or as hereafter improved.

5. Each party using any portion of a road shall repair, or cause to be repaired, at its sole cost and expense, that damage to said road occasioned by it which is in excess of that which it would cause through normal and prudent usage of said road. Should inordinate damage to a road occur which is not caused by an authorized user of said road, the parties hereto shall meet to agree upon the cost of replacement, the party to undertake the replacement, and the shares of replacement cost to be borne by each user of said road.

6. Unless the parties hereto agree in writing to share the cost of improvements in advance of such improvements being made, such improvements shall be solely for the account of the improver.

7. The State reserves to itself all timber now on or hereafter growing within the rights of way on its said lands.

8. Port Blakely may permit its respective agents, contractors, licensees, lessees, purchasers of timber or other valuable materials, and their agents, hereinafter, individually referred to as "Permittee" and collectively referred to as "Permittees," to exercise the rights granted to it herein: Provided, that when Port Blakely or one of its Permittees plans to use any portion of said roads for the purpose of hauling timber or other valuable materials, such party shall notify the State at least fifteen (15) days prior to the commencement of use of said rights, advising of the portion of road to be used, the approximate dates when such use will begin and end, and of the approximate volumes of forest products or valuable materials to be hauled and forthwith upon the completion of such use notify the State thereof.

9. Port Blakely shall require each of its Permittees, before using any of said roads for commercial purposes, to:

(a) Obtain and during the term of such use, maintain a policy of liability insurance in a form generally acceptable in the trade and customary in the area of said rights of way, insuring said Permittee against liability arising out of its operations, including use of vehicles.

Minimum amounts of insurance shall be:

(1) For log haulers, and other miscellaneous users operating heavy trucks (over one (1) ton), Two Hundred Fifty Thousand Dollars ($250,000.00) for injury to one person, Five Hundred Thousand Dollars ($500,000.00) for any one occurrence, and Two Hundred Fifty Thousand Dollars ($250,000.00) property damage for any one occurrence;

(2) For fern cutters, bough cutters, shake cutters, or other miscellaneous users operating pickup trucks, light trucks (under one (1) ton) or passenger cars for the purpose of transporting miscellaneous forest products, One Hundred Thousand Dollars ($100,000.00) for injury to one person, Three Hundred Thousand Dollars ($3[illegible],000.00) for any one occurrence, and One Hundred Thousand Dollars ($100,000.00) property damage for any one occurrence; or

(3) Such other limits as the parties hereto may agree upon in writing from time to time.

(b) Deliver to the State a certificate from the insurer of said Permittee certifying that coverage is not less than the above named amounts is in force and that, in the event of cancellation or modification of such coverage, the insurer will give the State ten (10) days' written notice prior to any cancellation or modification.

10. All obligations under this agreement which involve the expenditure of funds by the State shall be subject to the availability of such appropriated funds.

8304290110

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, to become effective as of the day and year first above written.

THE PORT BLAKELY MILL COMPANY

By [signature] President
Title

Attest _____
Title

Affix Seal of Corporation

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

[signature]
BRIAN J. BOYLE
Commissioner of Public Lands

Affix Seal of Commissioner
of Public Lands

App. No. E1504
033055
[illegible] RW

STATE OF WASHINGTON )
) ss
County of KING )

On this 20th day of JANUARY, 19 83, before me personally appeared JAMES EDDY WARJONE and _____, to me known to be the PRESIDENT and _____, respectively, of THE PORT BLAKELY MILL CO., the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

[signature] John H. Daley
Notary Public in and for the State of WASHINGTON, residing at SEATTLE

8304290110

EXCISE TAX EXEMPT

[illegible] 29, 1983 [illegible] 275 1765

BILLIE EDER
KITSAP COUNTY TREASURER



[signature]
2/25/83

STATE OF WASHINGTON )
) ss
COUNTY OF THURSTON )

On this 31 day of March, 19 83, before me personally appeared BRIAN J. BOYLE, to me known to be the Commissioner of Public Lands, and ex officio administrator of the Department of Natural Resources of the State of Washington, the Department that executed the within and foregoing instrument on behalf of the State of Washington, and acknowledged said instrument to be the free and voluntary act and deed of the State of Washington for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the official seal of the Commissioner of Public Lands for the State of Washington.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year set forth above.

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

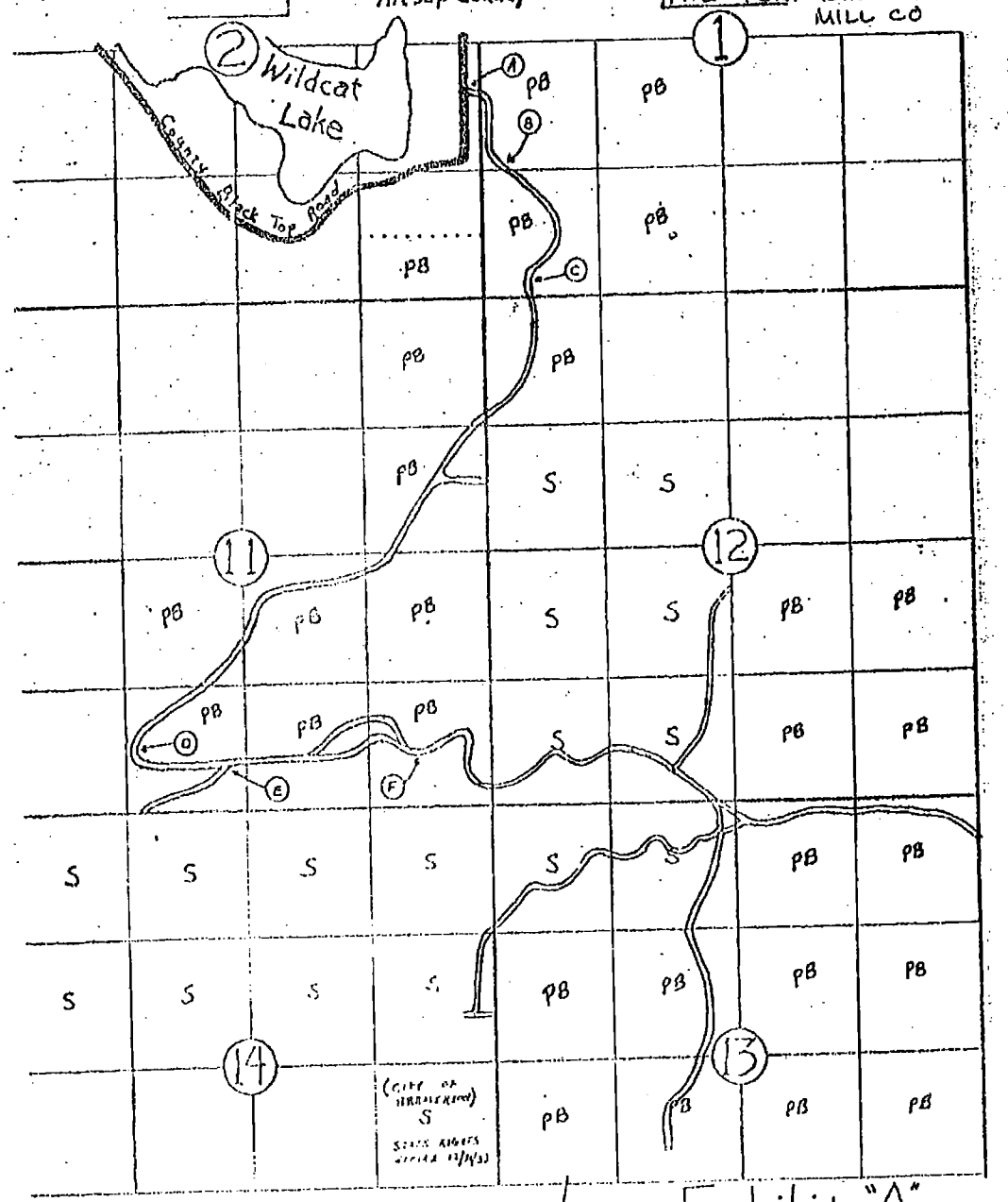
8304290110

8027501766

egend:
B - Port Blakely ownership
. - State of WA. ownership
= - Right-of-way granted

Sections 1,2,11,12,13 + 14 -
Township 24N - Range 1W., WM
Kitsap County

State of Washington
~~The Port Blakely Mill Co.~~
~~to~~ to
~~State of Washington~~
THE PORT BLAKELY
MILL CO




Scale: 1" = 1320' / 4" = 1 mile

Exhibit "A"

8304290110

275 1767

When Recorded Return to:

WASHINGTON STATE OF NOTICE $9.00

3114322
Page: 1 of 2
08/31/1998 09:21A
Kitsap Co, WA

APPROVED
KITSAP COUNTY
7/8/98

**NOTICE OF MORATORIUM ON NON-FORESTRY USE OF LAND**

GRANTOR: PORT BLAKELY TREE FARMS
(Name of Forest Land Owner)

GRANTEE: KITSAP COUNTY
(Name of County or City in Which Land Subject to the Forest Practices Application/Notification is Located) PG 1 OF 3

LEGAL DESCRIPTION: (Include lot, block, plat, section, quarter/quarter section, township and range) PG 3 OF 3

E½ SW¼ Sec 1 - 24N - 1W

ASSESSOR'S PROPERTY TAX PARCEL OR ACCOUNT NUMBERS:
012401-3-001-1001, 012401-3-002-1000, 012401-3-007-1005, 012401-3-008-1004

(1) I certify that I am the forest land owner, as that term is defined in RCW 76.09.020 and WAC 222-16-010, and that I am familiar with the requirements of the Forest Practices Act, RCW 76.09 and the forest practices rules, WAC Title 222. I am specifically familiar with RCW 76.09.060(3) and its effects. 2405192

(2) By this statement I declare that the land subject to this forest practices application/notification no. 2405192, will not be converted to an active use incompatible with timber growing within six years after approval of the forest practices permitted in the forest practices application/notification.

Form QQ-41

(3) I understand that applications/notifications are subject to the reforestation requirement as described in RCW 76.09 and Title 222 WAC, the forest practices rules. I also understand that the reforestation requirements shall not apply only if the land is, in fact, converted unless applicable alternatives or limitations are provided in forest practices rules issued under RCW 76.09.070. I further understand that it is the obligation of the forest land owner or the owner of perpetual rights to cut timber owned separately from the land to ensure that such reforestation takes place. I understand that the obligation to reforest shall become the obligation of the new owner if the land or perpetual timber rights are sold or otherwise transferred.

(4) I understand that if I have declared that the land subject to this forest practices application/notification will not be converted to an active use incompatible with timber growing, that the land shall be subject to a six-year moratorium which will preclude current and/or successor forest land owners from obtaining development permits while the moratorium is in place. The moratorium shall begin on the date of the forest practices application/notification. I understand that this means that the county, city, town and/or regional governmental entities shall deny any or all applications for permits or approvals, including but not limited to building permits and subdivision approvals, relating to nonforestry uses of the land subject to the application/notification. The local governmental entity may lift the six-year moratorium if it so chooses through a process which shall include public notification, and procedures for appeals and public hearings.

(5) I understand that the six-year moratorium shall be imposed for applications/notifications which include a Conversion Option Harvest Plan approved by the local governmental entity if the forest practices are not conducted in compliance with the approved forest practices permit.

(6) I understand that information regarding the forest practices application/notification referred to in this Notice may be found at the Washington State Department of Natural Resources, S. Puget Region Office, Enumclaw, Wa.

(7) I certify and declare under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.

Signed this 9th day of July (month), 1998, at Pt. Orchard (city) WA. (state)

pg 2 of 3

PATF

Forest Land Owner (Signature)

LANCE CHRISTENSEN

Forest Land Owner (Print Name)

WASHINGTON STATE OF NOTICE $9.00

3114322
Page: 2 of 2
08/31/1998 9:21A
Kitsap Co, WA

ORIG.

**KITSAP COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT**
614 DIVISION STREET MS-36, PORT ORCHARD, WASHINGTON 98366
(360)876-7181 FAX (360)895-4925
RON PERKEREWICZ, DIRECTOR

## NON-CONVERSION NOTICE

November 22, 1995

Port Blakely Tree Farms LP
PO Box 117
McCleary WA 98557

Re: Forest Practices Application/Notification FPA #2401641
Assessor's Account #022401-4-025-1000; 112401-1-002-1002

Dear Landowner:

We have received a copy of your Forest Practices Application/Notification which states that you have no intention of converting your property to a non-forestry use. It is Kitsap County policy to deny building permits, subdivisions and land-use permits on all land logged under a "non-conversion." This policy is in effect for six years after the approval date on the Forest Practices Application/Notification, and applies to the current owners as well as future purchasers or heirs. This letter is only intended to clarify our position on logging, not to affect your decisions. However, if you have any questions on what Kitsap County requires on "conversion" Forest Practices Applications, please give us a call. You may reach Karanne Gonzalez, the Planner in charge of Forest Practices, at 876-7181.

This notice will be recorded with the Kitsap County Auditor.

Thank you.

Sincerely,
RON PERKEREWICZ
Director

Ron Perkerewicz
Director

RP:KG:so

cc: Board of County Commissioners
File
Karanne Gonzalez

KITSAP COUNTY
$9.00 DCD
FILED-BY: DEPT OF COMMUNITY DEV.
JAN 9, 1996, 9:52 AM
KAREN FLYNN, AUDITOR
CLERK: FREEMAN

A.F.#: 9601090024
REEL 0892 FR 1996

KSHADBOL 10:47 AM FPA

ATS/C2550 LEGAL DESCRIPTION FOR 112401-1-002-1002 01/04/96

SECTION 11 TOWNSHIP 24 RANGE 1W

1 E1/2 NE1/4 ALSO E1/2 SW1/4 ALSO SE1/4

PRINT TO FILE _____

A.F. #: 9601090024
REEL 0892 FR 1997

KSHADBOL 10:47 AM

FPA

ATS/C2330 LEGAL DESCRIPTION FOR 022401-4-025-1000 01/04/96

SECTION 02 TOWNSHIP 24 RANGE 1W

1 L 13 EX N1/2

PRINT TO FILE _____

A.E. #: 96010900024
REEL 0892 FR 1998

ORIG.

**KITSAP COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT**
614 DIVISION STREET MS-36, PORT ORCHARD, WASHINGTON 98366 — RON PERKEREWICZ, DIRECTOR
(360)876-7181 FAX (360)895-4925

# NON-CONVERSION NOTICE

February 28, 1995

KITSAP COUNTY
$9.00 DCO
FILED-BY: DEPT OF COMMUNITY DEV
MAY 26, 1995, 9:04 AM
KAREN FLYNN, AUDITOR
CLERK: BEVANS

A.F.#: 9505260034
REEL 0861 FR 1654

Port Blakely Tree Farms
11921 Kellogg Lake Road
Sultan WA 98294

Re: Forest Practices Application/Notification #N-09-19783R
Assessor's Account #022401-4-025-1000 & #112401-1-002-1002

Dear Applicant:

We have received a copy of your Forest Practices Application/Notification which states that you have no intention of converting your property to a non-forestry use. It is Kitsap County policy to deny building permits, subdivisions and land-use permits on all land logged under a "non-conversion." This policy is in effect for six years after the approval date on the Forest Practices Application/Notification, and applies to the current owners as well as future purchasers or heirs. This letter is only intended to clarify our position on logging, not to affect your decisions. However, if you have any questions on what Kitsap County requires on "conversion" Forest Practices Applications, please give us a call. You may reach Karanne Gonzalez, the Planner in charge of Forest Practices, at 876-7181.

This notice will be recorded with the Kitsap County Auditor.

Thank you.

Sincerely,
RON PERKEREWICZ
DIRECTOR

KITSAP COUNTY DEPT. OF COMMUNITY DEVELOPMENT

Ron Perkerewicz
Director

RP:KG:jet

cc: Board of County Commissioners
File
Karanne Gonzalez

JVIDINHA 11:10 AM

FPA

ATS/T0250 CURRENT SUMMARY FOR 022401-4-025-1000 #1108877 05/18/95

| Tax Yr | Land | Bldg, etc. | Total |
|---|---|---|---|
| 1995 | 0 | 0 | 2362 |
| 1996 ( | 0)( | 0)( | 2362) |

PORT BLAKELY MILL CO LANDTRUST
500 UNION ST STE 830
SEATTLE WA 98101

Situs 0

Stat/Lc: T/6110 SECTION 02 TOWNSHIP 24 RANGE 01
Land use: 88000 .L 13 EX N1/2
Acres: 21.50
Map #: Q024-411A

| Date | Price | Tp | Ic | Excise no | Id | Date | Comments: |
|---|---|---|---|---|---|---|---|
| 0192 | | Q | QC | 9200376 | | | |

A.F. #: 9505260034
REEL 0861 FR 1655

JVIDINHA 11:10 AM FPA

ATS/T0250 CURRENT SUMMARY FOR 112401-1-002-1002 #1131531 05/18/95

| | Tax Yr | Land | Bldg, etc | Total |
|---|---|---|---|---|
| PORT BLAKELY MILL CO LANDTRUST | 1995 | 0 | 0 | 34884 |
| 500 UNION ST STE 830 | 1996 ( | 0)( | 0)( | 34884) |
| SEATTLE WA 98101 | | Situs | | 0 |

Stat/Lo: T/6116 SECTION 11 TOWNSHIP 24 RANGE 01
Land use: 87000 E1/2 NE1/4 ALSO E1/2 SW1/4 ALSO SE1/4
Acres: 320.00
Map #: Q110-411G

| Date | Price | Tp | Ic | Excise no | Id | Date | Comments: |
|---|---|---|---|---|---|---|---|
| 0192 | | Q | QC | 9200376 | DE02 | 930419 | CORR L/C FOR 94> |
| | | | | | DE02 | 921218 | ANX TO FIRE DIST #12 FOR 94> |
| | | | | | DE02 | 860826 | SFPP ACRE CHANGE FOR 87 & 88 |

A.F.#: 9505260034
REEL 0861 FR 1656

Record at the request of:
Kitsap County
Facilities, Parks and Recreation
614 Division Street, MS 1
Port Orchard, WA 98366

PARKS & RECREATION 200703300433
Deed Rec Fee: $ 35.00 Page: 1 of 4
03/30/2007 04:10 PM
Karen Flynn, Kitsap Co Auditor

EXCISE TAX EXEMPT MAR 30 2007

Section 1 TS 24N Range 1W
QOV & see additional page
assessors property tax parcel
# 012401-2-033-1005
see attached pg. 4

DEED OF RIGHT TO USE LAND FOR
**CONSERVATION PURPOSES**

The Grantor, **Kitsap County** for and in consideration of monies coming in whole or in part from the Washington Wildlife and Recreation Program of the State of Washington Interagency Committee for Outdoor Recreation and in fulfillment of terms of the Project Agreement identified below, conveys and grants to the **State of Washington (Grantee)** individually and as the representative of all the people of the State, the right to use the real property described below forever for conservation purposes.

Those purposes are described in the Project Agreement entered into between the Grantor and the State of Washington through the Interagency Committee for Outdoor Recreation entitled, Central Kitsap Greenway (Port Blakely Tree Farm), Project Number 04-1457A. The application and supporting materials are on file with the Grantor and the State in connection with the Project Agreement.

The Grantor will not make or permit to be made any use of the real property described in this deed, or any part of it, which is inconsistent with the right to use for conservation purposes herein granted unless the State, through the Interagency Committee for Outdoor Recreation or its successors, consents to the inconsistent use,which consent shall be granted only upon conditions which will ensure that other conservation land of at least equal fair market value at the time of change of use and of as nearly as feasible equivalent qualities, characteristics and location for conservation purposes for which state assistance was originally granted will be substituted in the manner provided in RCW 79A.25.100 for marine recreation land, whether or not the real property covered by this deed is marine recreation land. RCW 79A.25.100 reads as follows:

"Marine recreation land with respect to which money has been expended under RCW 43.99.080 (recodified as RCW 79A.25.080) shall not, without the approval of the committee, be converted to uses other than those for which such expenditure was originally approved. The committee shall only approve any such conversion upon conditions which will assure the substitution of other marine recreation land of at least equal fair market value at the time of conversion and of as nearly as feasible equivalent usefulness and location."

The real property covered by this deed is described as follows:

**CENTRAL KITSAP GREENWAY (PORT BLAKELY TREE FARM):**
**PARCEL A:** The West Half of the Northwest Quarter; the Southwest Quarter; all in Section 1, Township 24 North, Range 1 West, W.M., in Kitsap County, Washington;

Except from all the above any portion thereof lying within the boundaries of any existing county road.

**PARCEL B:** That portion of the Southeast Quarter of Section 2, Township 24 North, Range 1 West, W.M., in Kitsap County, Washington, described as follows:

Beginning at the Northeast corner of Government Lot 8 (being also the East Quarter corner of said Section);
Thence South along the East line of said Section a distance of 400 feet;
Thence West to the East line of the existing 60-foot wide county road commonly known as Northwest Wildcat Lake Road;
Thence Northerly along the East line of said road to the North line of Government Lot 8;
Thence East along said line to the point of beginning.

Also, the South Half of the Southeast Quarter of the Southeast Quarter of Section 2, Township 24 North, Range 1 West, W.M.;
Except that portion thereof lying within the boundaries of any existing county road.

**PARCEL C:**. The Northeast Quarter of the Northeast Quarter of Section 11, Township 24 North, Range 1 West, W.M., in Kitsap County, Washington;
Except from all the above any portion thereof lying within the boundaries of any existing county road.

**PARCEL D:** The Northwest Quarter of the Northwest Quarter of Section 12, Township 24 North, Range 1 West, W.M., in Kitsap County, Washington;
Except any portion thereof lying within the boundaries of any existing county road.

This deed shall in no way modify or extinguish the functions of the Grantor under the Project Agreement, including the Grantor's functions to operate and maintain the land as set out in the Project Agreement.

Dated this 26th day of March, 2007

By: _____

Title: Chair of Board of Commissioners

PARKS & RECREATION
Deed Rec Fee: $ 35.00
03/30/2007 04:10 PM
Karen Flynn, Kitsap Co Auditor

200703300433

ATTEST:

[signature]

STATE OF WASHINGTON)

COUNTY OF Kitsap )

BOARD OF COMMISSIONERS STATE OF WASHINGTON KITSAP COUNTY

PARKS & RECREATION 200703300433
Deed Rec Fee: $ 35.00
03/30/2007 04:10 PM
Karen Flynn, Kitsap Co Auditor
Page: 3 of 4

THIS IS TO CERTIFY that on this 26th day of March 2007, before me the undersigned Notary Public in and for the 'State of Washington, duly commissioned and sworn, personally appeared

Chris Endresen to me. This individual is known to be the Chair of the Board of Co. Commissioners of the Board of County Commissioners that executed the foregoing deed and acknowledged to me that they signed and sealed the same as the free and voluntary act and deed of said _____ and on oath stated that they were authorized to execute said instrument and that the seal affixed is the seal of said _____ WITNESS my hand and official seal the day and year in this certificate first above written.

Becky A. Froelich Becky A. Froelich
Notary Public in and for the State of Washington, residing in Kitsap County. My commission expires 10/7/2010.

BECKY A. FROELICH NOTARY PUBLIC 10-7-10 STATE OF WASHINGTON

L/C 6110

**KITSAP TRACT #1:**

| | | | |
|---|---|---|---|
| 012401-2-033-1005 | 012401-2-034-1004 | 012401-2-035-1003 | 012401-2-036-1002 |
| 012401-3-001-1001 | 012401-3-002-1000 | 012401-3-003-1009 | 012401-3-004-1008 |
| 012401-3-005-1007 | 012401-3-006-1006 | 012401-3-007-1005 | 012401-3-008-1004 |
| 022401-4-025-1000 | 112401-1-016-1006 | 112401-1-017-1005 | 112401-1-018-1004 |
| 112401-1-019-1003 | 112401-3-027-1009 | 112401-3-028-1008 | 112401-4-001-1007 |
| 112401-4-002-1006 | 112401-4-003-1005 | 112401-4-004-1004 | 112401-4-005-1003 |
| 112401-4-006-1002 | 112401-4-007-1001 | 112401-4-008-1000 | 112401-3-029-1007 |
| 112401-3-030-1004 | 122401-2-007-1004 | 122401-2-008-1003 | 022401-4-002-1007 |

200404190409
Page: 2 of 8
04/19/2004 04:07P
FIRST AMERICAN TITLE INS DEED $26.00 Kitsap Co, WA

PARKS & RECREATION 200703300433
Deed Rec Fee: $ 35.00
03/30/2007 04:10 PM
Karen Flynn, Kitsap Co Auditor
Page: 4 of 4

200404190410
Page 1 of 7
04/19/2004 04:07P
FIRST AMERICAN TITLE INS NOTICE $25.00 Kitsap Co, WA

**AFTER RECORDING MAIL TO:**

Name DNR – South Puget Area-Enumclaw

Address 950 Fireman Ave N

City/State Enumclaw, WA 98022

---

**Document Title(s):** (or transactions contained therein)
1. **Notice of Continuing Forest Land Obligations**
2.
3.
4.

**Reference Number(s) of Documents assigned or released:**

☐ Additional numbers on page ___ of document

**Grantor(s):** (Last name first, then first name and initials)
1. **Port Blakely Tree Farms (Limited Partnership)**
2.
3.
4.
5. ☐ Additional names on page __ of document

**Grantee(s):** (Last name first, then first name and initials)
1. **Kitsap County**
2.
3.
4.
5. ☐ Additional names on page __ of document

**Abbreviated Legal Description as follows:** (i.e. lot/block/plat or section/township/range/quarter/quarter)
Ptns Sec 1,2,11,12 Twp 24N Rge1W NW SW

☐ Complete legal description is on page __ of document

**Assessor's Property Tax Parcel/Account Number(s):** 012401-2-033-1005 (SEE ATTACHED)

**NOTE:** *The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.*

*First American Title Insurance Company*

70823 (7)

*(this space for title company use only)*

RECORDPA

**KITSAP TRACT #1:**

| | | | |
|---|---|---|---|
| 012401-2-033-1005 | 012401-2-034-1004 | 012401-2-035-1003 | 012401-2-036-1002 |
| 012401-3-001-1001 | 012401-3-002-1000 | 012401-3-003-1009 | 012401-3-004-1008 |
| 012401-3-005-1007 | 012401-3-006-1006 | 012401-3-007-1005 | 012401-3-008-1004 |
| 022401-4-025-1000 | 112401-1-016-1006 | 112401-1-017-1005 | 112401-1-018-1004 |
| 112401-1-019-1003 | 112401-3-027-1009 | 112401-3-028-1008 | 112401-4-001-1007 |
| 112401-4-002-1006 | 112401-4-003-1005 | 112401-4-004-1004 | 112401-4-005-1003 |
| 112401-4-006-1002 | 112401-4-007-1001 | 112401-4-008-1000 | 112401-3-029-1007 |
| 112401-3-030-1004 | 122401-2-007-1004 | 122401-2-008-1003 | 022401-4-002-1007 |

SOUTH PUGET AREA – ENUMCLAW
950 FIREMAN AVE N
ENUMCLAW, WA 98022
360 825 1631

EXCISE TAX EXEMPT APR 19 2004

## CONTINUING FORESTLAND OBLIGATIONS

### Washington State Department Of Natural Resources
## Notice of Continuing Forest Land Obligation

**Sellers and Buyers of land and perpetual timber rights** have certain rights and responsibilities when The land or perpetual timber rights are sold or transferred. Where the land is subject to certain continuing forestland obligations including without limitation reforestation, Road Maintenance and Abandonment Plans and Harvest Strategies along Type 4 Waters in Eastern Washington, **prior to the sale or transfer of the land or perpetual timber rights the law requires that the following occur**: 1) the seller shall notify the buyer of the existence and nature of the obligation and 2) the buyer shall sign a Notice of Continuing Forestland Obligation Form indicating the buyer's knowledge of such obligation. At the time of sale or transfer of the land or perpetual timber rights the seller shall send the signed Form to the Department of Natural Resources (DNR). The Form may be obtained from your DNR region office.

**If the seller fails to notify the buyer** about the continuing forest land obligation referenced above, the seller shall pay the buyer's costs related to such continuing forest land obligation, (including all legal costs) incurred by the buyer in enforcing the continuing forestland obligation against the seller. Failure by the seller to send the required notice to the DNR at the time of sale shall be prima facie evidence. In all action by the buyer against the seller for costs related to continuing forest land obligation, that the seller did not notify the buyer of the continuing forest land obligation prior to sale. See RCW 76 .09.070, RCW 76.09.390 and W AC 222~20-055.

There are also other types of continuing forestland obligations subject to certain requirements, including without limitation Small Forest Landowner Forest Riparian Easements and Landowner Landscape Plans. For more information contact the DNR Regional Office.

**CONTINUING OBLIGATION/S**

**Reforestation** (RCW 76.09.070)

____ Obligation exists on the property identified above and relates to the following Forest Practice Application/Notification (FPA/N) Numbers (list all that apply, add attachment if necessary):

_X__ No Reforestation obligation exists on the property.

**Road Maintenance and Abandonment Plan** (WAC 222-24.051)

__X__ Obligation exists on property identified above and relates to the following FPA/N Numbers and/or Road Maintenance Plan Numbers (list all that apply, add attachment if necessary): R 240048

____ No Road Plan obligation exists on the property.

**Harvest Strategy along Type 4 Waters in Eastern Washington** (W AC 222-30-022 (2)(b))

____ Obligation exists on the property identified above and relates to the following FPA/N Numbers (list all that apply, add attachment if necessary):

____ No Harvest Strategy obligation exists on the property.

**PROPERTY IDENTIFICATION**

**Land/Rights Sold/Transferred** (circle one): *Land and Timber* *Land* *Perpetual Timber Rights*

**Date that the Land/Rights was/were Sold/Transferred** (month/day/year): _____.

**County:** Kitsap
**DNR Region:** Central Washington

**Legal Description of the Lands/Rights being Sold/Transferred** (include county parcel number/s, add attachment if necessary):
See attached Exhibit A for legal descriptions and Exhibit B for tax parcel numbers

**SELLER:**
Signature: [signature]
Date: 4-15-04
Print name: JAMES E WARJONE
Title: Chairman & Gen'l Partner
Address: 8133 River Drive SE,
Tumwater, WA 98501
Phone: (360) 570-1992

**BUYER:**
Signature: _____
Date: _____
Print name: _____
Title: _____
Address: _____
_____
Phone: _____

***NOTE TO SELLER***
***At the time of sale or transfer of the property or the perpetual timber rights:***
***The seller is responsible for delivering (by certified mail or in person) the SIGNED ORIGINAL to the DNR Region Office in which the property is located. However, if you choose to also have this form recorded by the county, the original is delivered to the county and a copy delivered (by certified mail or in person) to the DNR Region Office.***

FOR DEPARTMENTAL USE ONL Y

Notice of Continuing Forestland Obligation #: _____ Date Received: _____

200404190410
Page: 4 of 7
04/19/2004 04:07P
FIRST AMERICAN TITLE INS NOTICE $25.00 Kitsap Co, WA

____ No Road Plan obligation exists on the property.

**Harvest Strategy along Type 4 Waters in Eastern Washington** (W AC 222-30-022 (2)(b))

____ Obligation exists on the property identified above and relates to the following FPA/N Numbers (list all that apply. add attachment if necessary):

____ No Harvest Strategy obligation exists on the property.

## PROPERTY IDENTIFICATION

**Land/Rights Sold/Transferred** (circle one): *Land and Timber* *Land* *Perpetual Timber Rights*

**Date that the Land/Rights was/were Sold/Transferred** (month/day/year): _____.

**County:** Kitsap
**DNR Region:** Central Washington

**Legal Description of the Lands/Rights being Sold/Transferred** (include county parcel number/s, add attachment if necessary):
See attached Exhibit A for legal descriptions and Exhibit B for tax parcel numbers

**SELLER:**
Signature: _____
Date: _____
Print name: _____
Title: _____
Address: 8133 River Drive SE,
Tumwater, WA 98501
Phone: (360) 570-1992

**BUYER:**
Signature: Patty Lent
Date: 4-14-04
Print name: PATTY LENT
Title: CHAIR, BOARD OF KITSAP County Commissioners
Address: 614 Division St.
Port Orchard, WA
Phone: _____

***NOTE TO SELLER***
***At the time of sale or transfer of the property or the perpetual timber rights:***
***The seller is responsible for delivering (by certified mail or in person) the SIGNED ORIGINAL to the DNR Region Office in which the property is located. However, if you choose to also have this form recorded by the county, the original is delivered to the county and a copy delivered (by certified mail or in person) to the DNR Region Office.***

FOR DEPARTMENTAL USE ONL Y
Notice of Continuing Forestland Obligation #: _____ Date Received: _____

200404190410
Page: 5 of 7
04/19/2004 04:07P
FIRST AMERICAN TITLE INS NOTICE $25.00 Kitsap Co, WA

Exhibit A
Legal Description

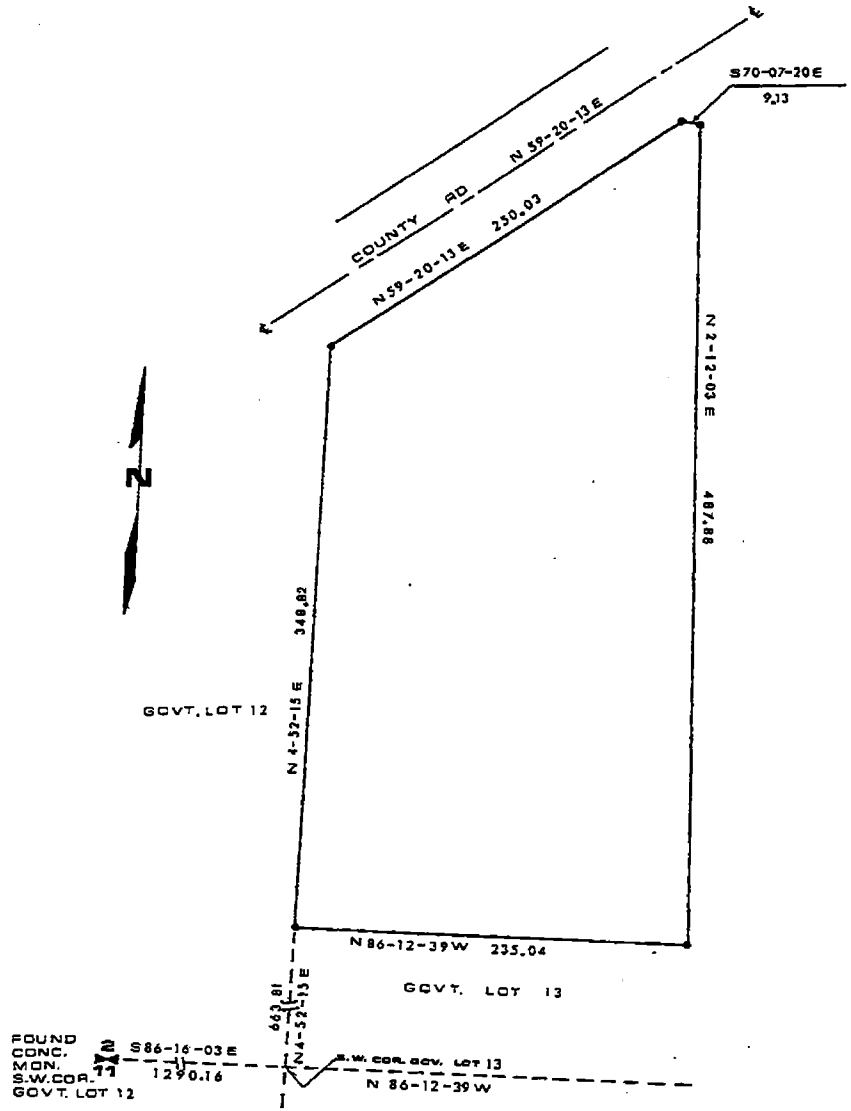
Parcel A:
The West Half of the Northwest Quarter; The Southwest Quarter;
All in Section 1, Township 24 North, Range 1 West, W.M., in Kitsap County, Washington;
Except from all the above any portion thereof lying within the boundaries of any existing county road.
Parcel B:
That portion of the Southeast Quarter of Section 2, Township 24 North, Range 1 West, W.M., in Kitsap County, Washington, described as follows:
Beginning at the Northeast corner of Government Lot 8 (being also the East Quarter corner of said Section); Thence South along the East line of said Section a distance of 400 feet;
Thence West to the East line of the existing 60 foot wide county road commonly known as Northwest Wildcat Lake Road;
Thence Northerly along the East line of said road to the North line of Government Lot 8;
Thence East along said line to the point of beginning;
Also, the South Half of the Southeast Quarter of the Southeast Quarter of Section 2, Township 24 North, Range 1 West, W.M.;
Except that portion thereof lying within the boundaries of any existing county road.
Parcel C:
The East Half of the Northeast Quarter; The Southeast Quarter and the East Half of the Southwest Quarter;
All in Section 11, Township 24 North, Range 1 West, W.M., in Kitsap County, Washington;
Except from all the above any portion thereof lying within the boundaries of any existing county road.
Parcel D:
The Northwest Quarter of the Northwest Quarter of Section 12, Township 24 North, Range 1 West, W.M., in Kitsap County, Washington;
Except any portion thereof lying within the boundaries of any existing county road.

200404190410
Page: 6 of 7
04/13/2004 04:07P
FIRST AMERICAN TITLE INS NOTICE $25.00 Kitsap Co, WA

Exhibit B
Tax Parcel Numbers:

012401-2-033-1005, 012401-2-034-1004, 012401-2-035-1003, 012401-2-036-1002, 012401-3-001-1001, 012401-3-002-1000, 012401-3-003-1009, 012401-3-004-1008, 012401-3-005-1007, 012401-3-006-1006, 012401-3-007-1005 & 012401-3-008-1004
(As to Parcel A)
022401-4-002-1007 & 022401-4-025-1000
(As to Parcel B)
112401-1-016-1006, 112401-1-017-1005, 112401-1-018-1004, 112401-1-019-1003, 112401-3-027-1009, 112401-3-028-1008, 112401-4-001-1007, 112401-4-002-1006, 112401-4-003-1005, 112401-4-004-1004, 112401-4-005-1003, 112401-4-006-1002, 112401-4-007-1001, 112401-4-008-1000, 112401-3-029-1007 & 112401-3-030-1004
(As to Parcel C)
122401-2-007-1004 & 122401-2-008-1003
(As to Parcel D)

200404190410
Page: 7 of 7
04/19/2004 04:07P
FIRST AMERICAN TITLE INS NOTICE $25.00 Kitsap Co, WA




Fee # 1082858

1082858

Survey No. 0224012 4401

## DESCRIPTION

THAT PORTION OF THE N. HALF OF GOVT. LOT 13, SEC. 2, T24 N, R1W, W.M. IN KITSAP COUNTY, WN. DESCRIBED AS FOLLOWS: BEGINNING AT THE S.E. COR. OF TR. 13, WILDCAT LAKE TRACTS, ACCORDING TO PLAT RECORDED IN VOL. 5 OF PLTS. PAGE 31; THENCE SOUTH 4°52'15" W. TO SOUTHERLY MARGIN OF CO. RD.; THENCE CONTINUE S 4°52'15" W. TO SOUTH LINE OF N. HALF OF SAID GOVT. LOT 13; THENCE N. 86°12'39" W 100 FEET TO TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE N 86°12'39" W. 235.04 FEET, MORE OR LESS TO WEST LINE OF SAID GOVT. LOT 13; THENCE N. 4°52'15" E 348.82 FEET TO SOUTH LINE COUNTY RD.; THENCE EASTERLY ALONG S. LINE OF CO. RD. TO A POINT WHICH IS NORTH 2°12'03" E 487.88' MORE OR LESS OF T.P.O.B.; THENCE S 2°12'03" W 487.88' ± TO T.P.O.B. SITUATE IN KITSAP COUNTY WASHINGTON.

**AUDITOR'S CERTIFICATE**

Filed for record this 19th day of Sept 1974 at 4:15 PM in book 2 of Surveys at page 119 at the request of T.A. Johnson

Ted Wright
By R C Mitchell County Auditor

**SURVEYOR'S CERTIFICATE**

This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Survey Recording Act at the request of Donald R. Curtis in April 1974.

Certificate No. 10773

**T. A. JOHNSON P.E.**
**BOX 97 692 6165**
**SILVERDALE WA.**

PROPERTY SURVEY FOR DONALD R CURTIS

| DWN BY | DATE | JOB NO. |
|---|---|---|
| MS | 4-9-74 | 2-24-10-02 S |
| CHKD BY | SCALE | SHEET |
| Earl Clark | 1"=50' | 1 OF 1 |

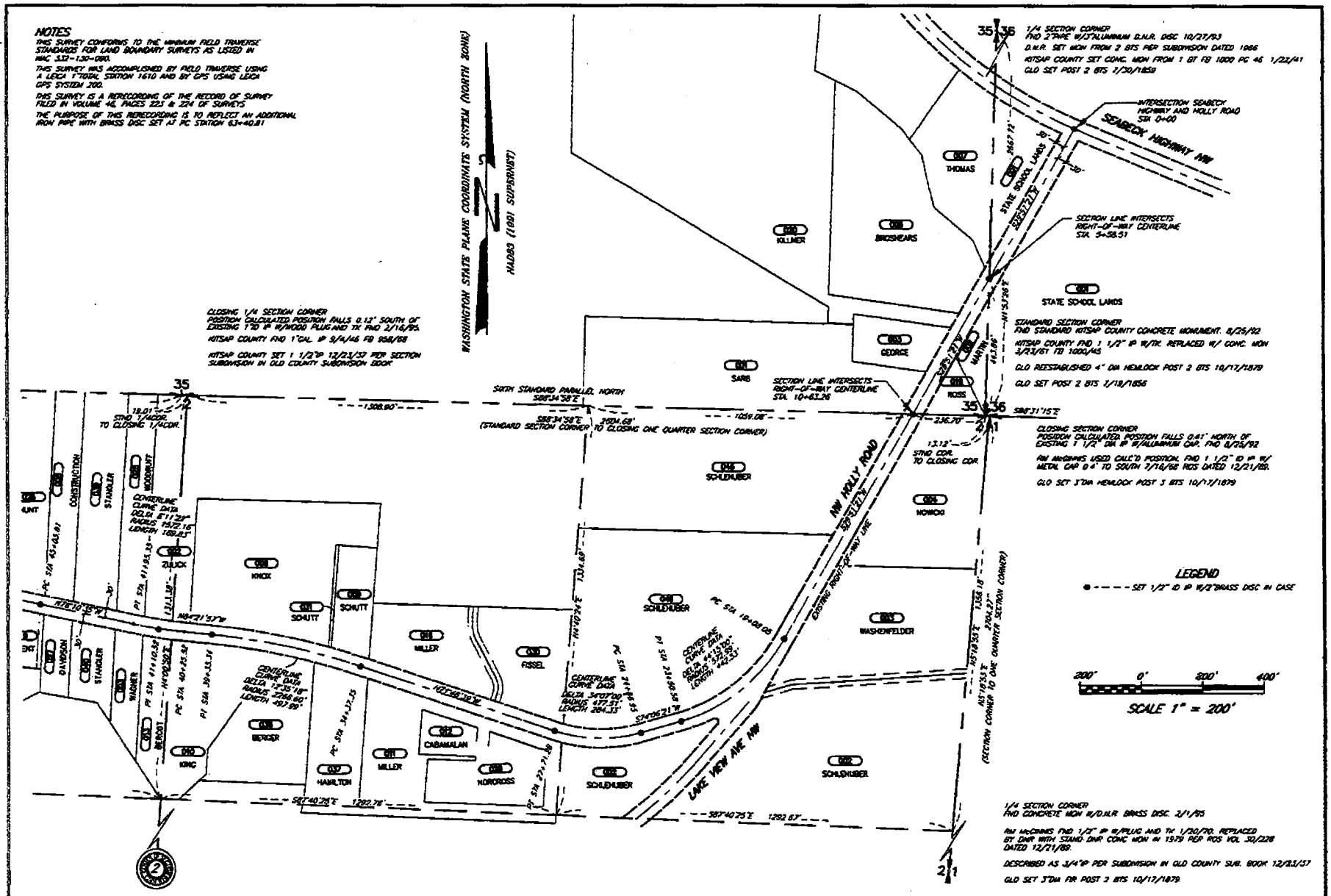
## NOTES

THIS SURVEY CONFORMS TO THE MINIMUM FIELD TRAVERSE STANDARDS FOR LAND BOUNDARY SURVEYS AS LISTED IN WAC 332-130-090.

THIS SURVEY WAS ACCOMPLISHED BY FIELD TRAVERSE USING A LEICA TTOTAL STATION 1610 AND BY GPS USING LEICA GPS SYSTEM 200.

THIS SURVEY IS A RERECORDING OF THE RECORD OF SURVEY FILED IN VOLUME 46, PAGES 223 & 224 OF SURVEYS

THE PURPOSE OF THIS RERECORDING IS TO REFLECT AN ADDITIONAL IRON PIPE WITH BRASS DISC SET AT PC STATION 63+40.81




### SURVEYOR'S CERTIFICATE

This map correctly represents a survey made by me or under my direction in conformance with the requirements of the SURVEY RECORDING ACT at the request of KITSAP COUNTY PUBLIC WORKS DEPARTMENT in SEPTEMBER 1998 AND JANUARY 1999

JOHN D. JAMES — STATE OF WASHINGTON — 24739 — REGISTERED PROFESSIONAL LAND SURVEYOR — EXPIRES 6/1/00

John D. James, P.L.S.
Reg.No. 24739

KITSAP COUNTY
DEPT. OF PUBLIC WORKS
614 DIVISION STREET MS-26
PORT ORCHARD, WA 98366
TEL:(360) 337-7121 FAX:(360) 337-4867

# RIGHT-OF-WAY PLAN
## NW HOLLY ROAD

SITUATE WITHIN THE NW1/4 NW1/4, THE NE1/4 NW1/4, THE NW1/4 NE1/4, THE NE1/4 NE1/4, OF SECTION 2, T24N, R1W, THE SE1/4 SE1/4 SECTION 35, T25N, R1W, AND THE SW1/4 SW1/4 SECTION 36, T25N, R1W, ALL IN KITSAP COUNTY, WASHINGTON.

| Surveyed: | Drawn: | Checked: |
|---|---|---|
| RDR | BAT | JDJ |
| Date: FEBRUARY 12, 1997 | Scale: 1" = 200' | SHEET 1 OF 2 |

02240121102
02240121205
02240122107
02240122202
3625013x406
3625012330x

Jan. 26. 1998 - 10:55am.
Kitsap County
Karen Flynn AUDITOR.
Kathy J Chipp DEPUTY.
AFN: 3150648

REVISED JANUARY 15, 1999 JMT

51-5 3150648

# SECTION 2, T24N, R1W, W.M.

WASHINGTON STATE PLANE COORDINATE SYSTEM (NORTH ZONE)

NAD83 (1991 SUPERHAT)

CLOSING SECTION CORNER
CORNER POSITION CALCULATED. POSITION FALLS 0.16' SOUTH OF EXISTING 4"x4" CONC. MON. WITH BRASS DISC. FND 4/28/94

KITSAP COUNTY FND 1 1/2" IP W/PLUG & TK. REPLACED W/ CONC MON 7/13/85 FB 1305/54.

KITSAP COUNTY FND NAIL IN TOP OF 3"POLE WITH IP AND AND BOULDER. 8/2/46 FB 958/56

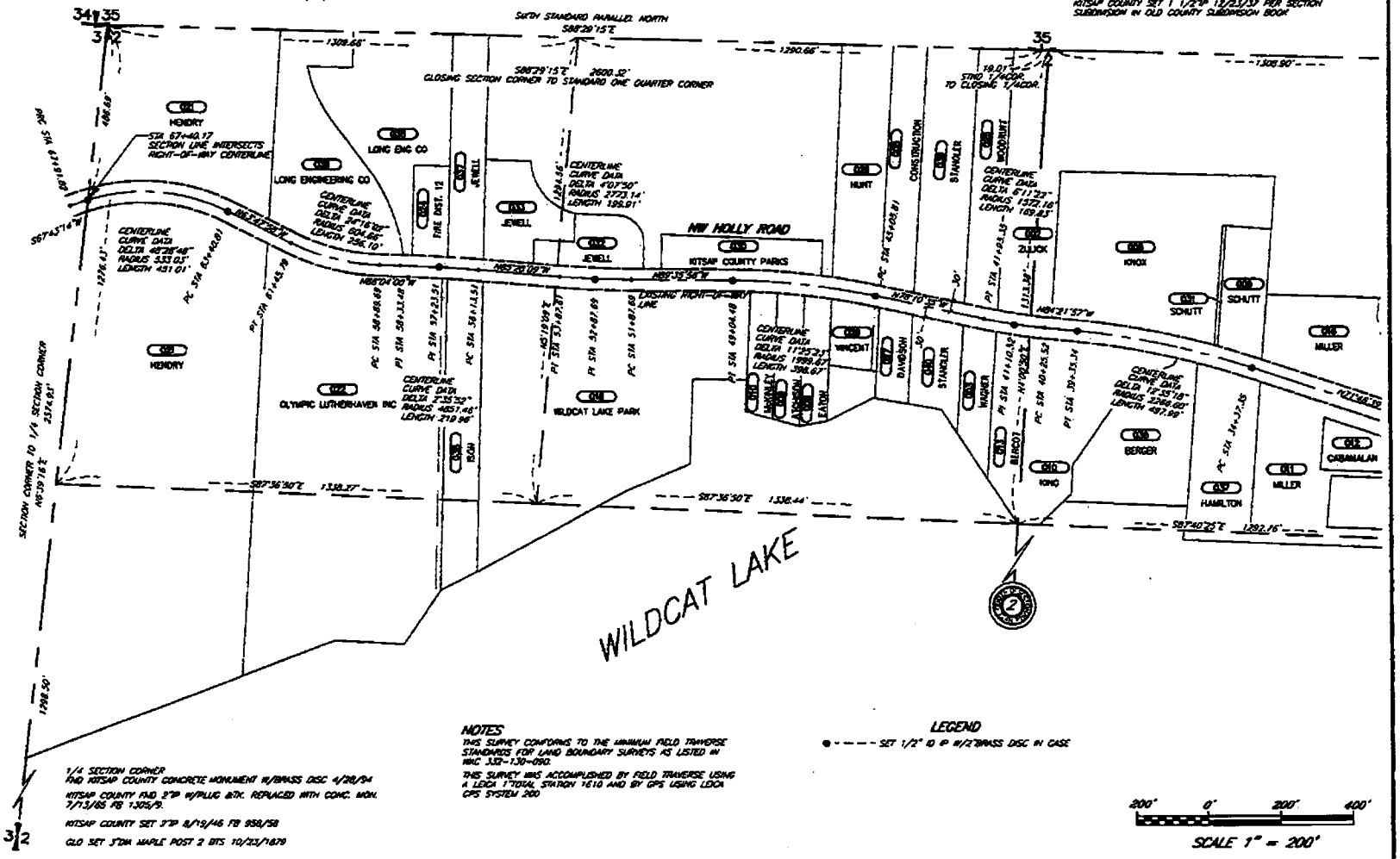
KITSAP COUNTY FND STAKE 2/5/34 FB 965/24.

GLO SET 3"DIA HEMLOCK POST 3 BTS 10/23/1879

CLOSING 1/4 SECTION CORNER
POSITION CALCULATED.POSITION FALLS 0.12' SOUTH OF EXISTING 1"ID IP W/WOOD PLUG AND TK FND 2/16/93.

KITSAP COUNTY FND 1"CAL. IP 9/4/46 FB 958/88

KITSAP COUNTY SET 1 1/2"IP 12/23/37 PER SECTION SUBDIVISION IN OLD COUNTY SUBDIVISION BOOK




1/4 SECTION CORNER
FND KITSAP COUNTY CONCRETE MONUMENT W/BRASS DISC 4/28/94

KITSAP COUNTY FND 2"IP W/PLUG &TK. REPLACED WITH CONC. MON. 7/13/85 FB 1305/9.

KITSAP COUNTY SET 2"IP 8/19/46 FB 958/58

GLO SET 3"DIA MAPLE POST 2 BTS 10/23/1879

## NOTES

THIS SURVEY CONFORMS TO THE MINIMUM FIELD TRAVERSE STANDARDS FOR LAND BOUNDARY SURVEYS AS LISTED IN WAC 332-130-090.

THIS SURVEY WAS ACCOMPLISHED BY FIELD TRAVERSE USING A LEICA TOTAL STATION 1610 AND BY GPS USING LEICA GPS SYSTEM 200

## LEGEND

● - - - - SET 1/2" ID IP W/2"BRASS DISC IN CASE

200' 0' 200' 400'

SCALE 1" = 200'

### SURVEYOR'S CERTIFICATE

This map correctly represents a survey made by me or under my direction in conformance with the requirements of the SURVEY RECORDING ACT at the request of KITSAP COUNTY PUBLIC WORKS DEPARTMENT in SEPTEMBER 1996 AND JANUARY 1999

JOHN D. JAMES 24739 PROFESSIONAL LAND SURVEYOR 1/22/99

John D. James, P.L.S.
Reg.No. 24739

KITSAP COUNTY
DEPT. OF PUBLIC WORKS
614 DIVISION STREET MS-26
PORT ORCHARD, WA 98366
TEL(360) 337-7121 FAX(360) 337-4867

## RIGHT-OF-WAY PLAN
### NW HOLLY ROAD

SITUATE WITHIN THE NW1/4 NW1/4, THE NE1/4 NW1/4, THE NW1/4 NE1/4, THE NE1/4 NE1/4, OF SECTION 2, T24N, R1W, THE SE1/4 SE1/4 SECTION 35, T25N, R1W, AND THE SW1/4 SW1/4 SECTION 36, T25N, R1W, ALL IN KITSAP COUNTY, WASHINGTON.

| Surveyed: RDR | Drawn: BAT | Checked: JDJ |
|---|---|---|
| Date: FEBRUARY 12, 1997 | Scale: 1" = 200' | SHEET 2 OF 2 |

02240121102
02240121205
02240122107
02240122205
35250124406
36250123304

Jan. 26. 1999 10:55am.
Kitsap County
Karen Flynn AUDITOR.
Gayle Chipp DEPUTY
APN 3150648

REVISED JANUARY 15, 1999 JMT

51-6 3150648

**Don Burger**

**From:** rickfackler@[redacted]
**Sent:** Monday, January 26, 2009 11:34 AM
**To:** Matt Keough
**Cc:** Chip Faver; Martha Droge
**Subject:** Newberry Hill Exchange Letter, amended
**Attachments:** Kitsap LOI 012309.1.26.09.doc

Hi, Matt

Attached is a copy of the Letter of Intent from DNR with my recommended edits. I made three substantive changes: 1) I specified that there would be a review appraisal (as RCO requires us to have one), by an independent third party; 2) I added a stipulation that the County and DNR will enter into the reconveyance process as soon as possible after the exchange is completed, and; 3) I made you the County's contact on this project.

As you can see from the Section 16, there is a very tight time line to complete the exchange by June 30. If the County vacillates much on the arrangement, it will not happen. And if it does not happen now, I am afraid it will not happen for a long, long time. Brad is hard at work on this project now, discussing setting up meetings with the County and the Kitsap Rifle and Revolver Club, as they are tenants on the land now. I have not told Brad of the potential problems at this end, as I did not want him to lose steam.

Rick

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**WASHINGTON DEPARTMENT OF NATURAL RESOURCES**
and
**KITSAP COUNTY PARKS and RECREATION**

# LETTER OF INTENT
for
# EXCHANGE of REAL ESTATE

## 1.0 Introduction.

This Letter of Intent "LOI" is an expression of the good faith intent of both parties and is not intended to be legally binding on either party. This document nor anything contained herein shall be construed as an actual agreement or contract. Neither party shall be bound to go forward with the proposal until a binding exchange agreement is executed.

Kitsap County Parks and Recreation, herein referred to as "Exchanger", holds and controls many parcels of land in Kitsap County, several acres of which adjoin or otherwise may be desirable for state trust ownership and management. Such lands are shown in Exhibit A and will be referred to in this document as "Exchange Lands".

The State Department of Natural Resources, herein referred to as "State" owns and manages many acres of trust land within Kitsap County and Washington State, several acres of which adjoin or otherwise may be desirable for ownership and management by Kitsap County. Such lands are shown in Exhibit B and will be referred to in this document as "State Lands".

This LOI outlines the anticipated duties, obligations and expectations of Exchanger and State while moving forward with and anticipating a future formalized exchange agreement. The intent of this document is to provide guidance, direction and a framework for formal representations that may be included in any subsequent and binding exchange agreement(s).

## 2.0 Exchange Properties.

### 2.1 Exchange Lands.

Exchange Lands are identified in Exhibit A. State is interested in acquiring, through exchange, all or a portion of the properties identified in Exhibit A.

### 2.2 State Lands.

State Lands are identified in Exhibit B. Exchanger is interested in acquiring, through exchange, some or all of the candidate properties.

Exchange Land and State Land Exhibits may be amended as necessary by Exchanger and State following signing of the LOI. It is anticipated that any Exhibit amendments that might be mutually desired would occur prior to engagement of timber cruise, appraisal, and public outreach. It is the intent of both parties to identify a list of candidate properties that will exceed expected valuation issues and provide for some limited parcel selection flexibility. Exhibits will be dated as amended and final dated Exhibits will be agreed to in writing prior to proceeding with the timber cruise and property appraisal.

**3.0 Deeds.**

**3.1** Exchange Lands shall be conveyed by Statutory Warranty Deed. Exchanger envisions SWD having no reservations. Therefore, all mineral rights along with all existing property rights owned by exchanger will be conveyed and no easement reservations or other reservations of any kind will occur with this transaction.

**3.2** State Lands shall be conveyed by Quitclaim Deed signed by the Governor. State envisions quitclaim deeds to have two reservations present on deeds: RCW 79.36.370 regarding access and RCW 79.11.210 regarding minerals. State may be able to exchange State's mineral rights if State is receiving, in State's opinion, equal or superior minerals from the exchanger.

**4.0 Title Insurance.**

**4.1 Exchange Lands.**

Exchanger shall provide a preliminary commitment for title insurance to State covering Exchange Lands as soon as possible but within 90 days of acceptance of the final Exhibit A. Exchanger will provide a final title commitment at closing for the exchange. Title insurance will be for the amount of States indicated values (Exchange Value). Exchanger shall be responsible for any fees associated with obtaining the preliminary title commitment and final title insurance. Preliminary title insurance to include all exchange lands under consideration, include legible copies of all encumbrance documents, copies of all deeds for subject properties going back at least 30 years, and include all unrecorded encumbrances which affect the exchange lands.

**4.2 State Lands.**

State shall provide title records from the State Title and Records Office for State Lands as soon as possible with goal of providing within 90 days of acceptance of final Exhibit B and Exhibit C. State will not provide or pay for a preliminary or final commitment for title insurance for State Lands. Title insurance for State Lands, if desired by Exchanger, shall be the responsibility of the Exchanger.

**5.0 Encumbrances.**

Exchanger and State shall provide encumbrance documents on respective ownerships as available whether recorded or unrecorded.

Exchanger and State shall each be responsible for identifying and notifying the other party of unacceptable encumbrances on properties being acquired. The affected party will make a good faith effort to clear unacceptable encumbrances or notify the other party if removal will not occur at or prior to closing. Properties with unacceptable encumbrances may be removed from exchange or sale consideration by either party.

**6.0 Inventory, Maps and Photos.**

Both parties will provide forest stand inventory and aerial photography products as may be available on properties proposed for inclusion in Exhibits A and B as soon as possible but at least 14 days prior to solicitation of timber cruise firms.

**7.0 Cruise, Inventory and Appraisal.**

In order for State to maintain fiduciary responsibility to trust beneficiaries, State must ensure all appraisals are impartial, objective and meet prescribed standards. To achieve this objective, Exchanger and State agree to the following appraisal procedure.

Unless otherwise agreed in writing, all properties on final Exhibits A and B shall be appraised to USPAP standards by a third party licensed land appraiser agreed upon by State and Exchanger. The selected appraiser will be responsible for the cruise and inventory of timber for all properties on final Exhibits A and B, including sub-contracting of this work with a timber appraiser and reconciling timber and land values to conclude a value presented as a Complete, Self Contained appraisal that supports the appraiser's highest and best use determination.

In the interest of facilitating the appraisal process, Exchanger agrees to pay appraisal costs. Appraiser will bill Exchanger directly as specified in the appraisal contract. State will not be obligated to reimburse Exchanger for such costs regardless of the outcome of the Exchange. Exchanger and State shall each receive 2 bound paper copies and a CD of the completed appraisal. Exchanger and State will have an opportunity to review the appraisal and jointly submit, through State, comments and concerns to a second appraiser, chosen and paid in the same manner as noted above for the appraiser, who will perform a review appraisal. State and Exchanger agree that the value conclusions of the review appraisal, when accepted by State and Exchanger, will be used as a basis for negotiation of exchange equity.

**Deleted:** the appraiser for clarification/correction of content and/or conclusions. The final product when accepted by State

State and Exchanger will compile a summary of the legal and physical access to the subject properties starting from county roads and/or state highways which will be provided to the appraiser. The parties will provide the access summary in a reproducible format along with supporting documentation for the exchange lands under their current respective ownerships prior to soliciting

bids for cruise and appraisal work. Access summaries will provide at a minimum the following information: copies of easements whether recorded or unrecorded, names and county road numbers for county roads, RMAP records for roads on subject property and tributary forest lands that would need to be crossed for accessing the subject properties, existing road use permits, status of any gates or locks or persons that might obstruct access to properties for either timber cruisers or parties to the exchange. Exchanger will provide copies of keys for gates if needed for contractor (s) or make alternative acceptable arrangements for ease of access onto all portions of Exhibit A properties.

If Exchanger feels that there are any special or unique features present on either the State or Exchanger lands that might have a substantive effect on value and might be overlooked by a professional appraiser, Exchanger is encouraged to submit information to State prior to issuance of appraisal contract and work assignment.

Appraisal values used by State need to be current within 90 days of presentation to the Board of Natural Resources (BNR). Due to this need for State appraisal to be current, adjustments to parcel values might be necessary after the original State appraisal. Exchanger and State will contract for a third party appraiser to assess and update market value as discussed in Section 7.0, above.

**Deleted:** may

**Deleted:** or State may use State appraisal staff to undertake update to appraised values prior to submittal to the Board of Natural Resources. ¶

**8.0 "State Administrative Costs Reimbursement"**

Exchanger desires to explore this exchange opportunity with State as rapidly as possible and agrees to pay the costs of the Project Manager (Property and Acquisition Specialist 4) and Land Technician (Property and Acquisition Specialist 2) assigned to this transaction. State will establish a project code to track the time spent by the Project Manager and Land Technician on this transaction, billing Exchanger for these costs on a quarterly basis. Costs as calculated for a six month period and at a 50% staffing level are not to exceed $50,000.

**9.0 Exchange Equity.**

State shall establish exchange equity based on internal review and acceptance of appraised values. State and Exchanger to propose parcel configurations until each party is satisfied that equitable balance is achieved. State exchange law (RCW 79.17.010) provides that the exchange be of equal value and not reduce the publicly owned forest land base.

**10.0 Exchange Agreement.**

A binding Exchange Agreement is anticipated to be executed by both parties once exchange equity is achieved. The Exchange Agreement will be in a form substantially as provided by State and shall include standard clauses that identify the terms and conditions of the exchange. The document shall be executed prior to Board review. A copy of the standard template can be provided at this time if desired by the exchanger but the final document will invariably differ somewhat from the template.

**11.0 Board Review.**

All transactions are subject to Board of Natural Resources review and approval as provided by RCW 43.30.215. The Board is an independent body with full authority over State land transaction proposals. Additionally, the Board acts, by law, as the Board of Appraisers and establishes values for all state trust land leaving State ownership. State shall retain responsibility to present and seek Board approval of the proposed transactions. Exchanger will be notified of Board presentation meetings, but will not be required to participate.

**12.0 Taxes and Assessments.**

**12.1** Exchanger shall be responsible for payment of all taxes and assessments on Exchange Lands prorated to time of closing.

**12.2** State shall be responsible for payment of all taxes and assessments on State Lands prorated to time of closing. Land in State ownership is exempt from property tax assessment.

**12.3** Exchanger shall pay any excise tax due to Kitsap County at the time of closing.

**12.4** Exchange Lands held in Open Space or Forest Land tax designations under RCW 84.33 and 84.34 may be subject to compensating tax upon sale or exchange to a tax exempt agency. Compensating tax exemptions that may apply are identified in RCW 84.33.140(13)(a) and RCW 84.34.108(6)(a). Should exemptions not apply, and compensating tax become due, Exchanger shall be responsible for payment of the tax at closing.

**13.0 Public Outreach and Hearing.**

State law requires at least one public hearing be held as provided by RCW 79.17.050 before exchanging any state land. State shall be responsible for establishing and conducting such hearings. In addition, State may hold one or more informational public meetings to respond to questions and gain public input. Exchanger will be notified in advance of these proposed meetings and hearings. Exchanger shall provide at least one representative for all informal public meetings although attendance at hearing(s) is optional for exchanger. Exchanger shall also provide State with a contact address, contact person, and phone number that the State can provide to the public or media if they have questions of the Exchanger.

**14.0 Miscellaneous.**

**14.1** Exchanger and State agree to segregate Lands on final Exhibits A and B and reject further management activities such as land and timber sales, leases and easements, unless advance notification is provided to the other party. If timber harvest is projected to occur during calendar year 2009, Exchanger and State to share maps showing locations of future harvest plans for current ownerships and to mutually agree towards how to structure and time the timber cruise to provide accurate and unchanging timber volume data. Outstanding RMAP obligations will be identified by Exchanger and State, and costs to correct accounted for in the property valuation and compensation if necessary addressed in the exchange agreement.

**Deleted:** 2006 or early 2007

**14.2** Exchanger and State agree to continue to manage respective ownerships to protect the lands from losses such as fire and theft and to maintain compliance with all applicable laws.

**14.3** State is not represented by any real estate agent(s) as part of this proposed transaction. State shall not be responsible to pay any fees to any realty agent or broker associated with the proposed transaction.

**14.4** Any and all documents in State's possession may be subject to public disclosure under the Public Disclosure Act (RCW 42.17) to include emails, inventory information, draft documents, and correspondence from private or public attorneys. Documents such as some attorney-client legal correspondence and property appraisals may be exempt as provided for in RCW 42.17.310.

**15.0 Notices.**

**15.1 Exchanger Notice.**

Matthew Keough, Kitsap County Parks and Recreation, 1200 NW Fairgrounds Road, Bremerton, WA, 98311, 360-337-5357.

Deleted: Rick Fackler
Deleted: 380
Deleted: 49

**15.2 State Notice.**

Brad Pruitt, South Puget Sound Region, PO Box 68,Enumclaw, WA, 98022-0068, 360-584-5037.

**16.0 Process Time Line.**

The following dates are suggested targets and not firm commitments.

: February 6, 2009 - Finalize and sign Letter of Intent.

: February 15, 2009 - Compile all access information, photos, and other information in preparation for timber cruise, timber inventory, and land appraisal actions.

: February 15, 2009 - Cruise and appraisal engagement.

: March 1-15, 2009 - State holds public meetings and hearings on exchange.

: April 1, 2009 - Appraisal review initiated and exchange equity negotiated

: May 1, 2009 - Exchange equity reached between State and Exchanger for Exhibit A and _ _____Exhibit B properties and Exchange Agreement signed.

: June 2, 2009 - Board of Natural Resources approval requested.

: June 30, 2009 - Closing of exchange and concurrent filing of deed of right in favor of Recreation and Conservation Office by Kitsap County.

July 1, 2009 – Commence Reconveyance process as described in section 17.0 of lands identified in Exhibit D and shown on Exhibit C.

**17.0 Related Reconveyance**

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State and Exchanger agree to initiate the process of reconveyance of State Forest Transfer lands described in Exhibit D and shown on Exhibit C in accordance with RCW 79.22.300. This reconveyance process will commence at the beginning of the 2009 fiscal year, and State and Exchanger agree to complete that process as expeditiously as possible, with the goal that the reconveyance process will be concluded no later than December 31, 2009.

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**18.0 Signatures.**

**Neither this document nor anything contained herein shall be construed as an actual agreement or contract. This Letter of Intent is not intended to have legally binding effect, but is an expression of the good faith intentions of both parties.**

| | |
|---|---|
| **"Exchanger"** | **"State"** |
| **Kitsap County Parks and Recreation** | **State of Washington**<br>**Department of Natural Resources** |
| **By:** _____ | **By:** _____ |
| **Title:** _____ | **Title:** _____ |
| **Date:** _____ | **Date:** _____ |

## EXHIBIT A
to
**WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES**
and
**KITSAP COUNTY PARKS AND RECREATION**
**LETTER OF INTENT**

## EXCHANGER LANDS
**KITSAP COUNTY PARKS AND RECREATION**
February 8, 2006

| Parcel # | Acreage | Section, | Township, | Range | Common Name |
|---|---|---|---|---|---|
| K1 | 320 | 11&12 | 24 | 1W | Lost Creek |
| K2 | 200 | 11, 12 & 1 | | | |

520 acres total

## EXHIBIT B
to
**WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES**
and
**KITSAP COUNTY PARKS AND RECREATION**
**LETTER OF INTENT**

## STATE LANDS
February 8, 2006

| Parcel # | Acreage | Trust | Section, | Township, | Range | Common Name |
|---|---|---|---|---|---|---|
| S1 | 5 | 03 | 25 | 25 | 1W | Newberry Hill |
| S2 | 520 | 03 | 36 | 25 | 1W | Newberry Hill |

525 acres total

## Kitsap/DNR Exchange & Reconveyance

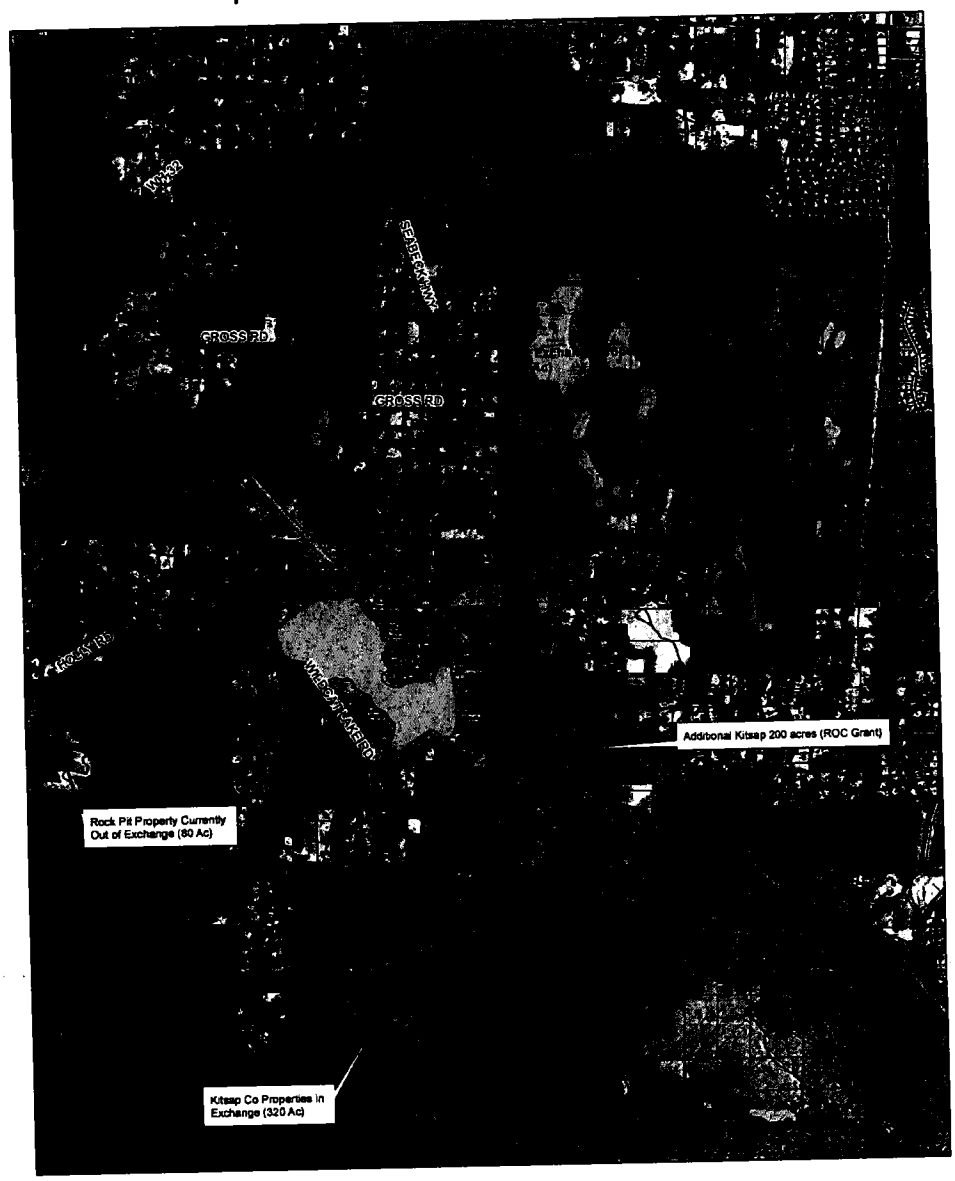

EXHIBIT D
to
WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES
and
KITSAP COUNTY PARKS AND RECREATION
LETTER OF INTENT
RECONVEYANCE LANDS

LEGAL DESCRIPTION

In Section 25 Township 25N Range 1W

PARCEL 1> THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 25 NORTH, RANGE 1 WEST, W.M., KITSAP COUNTY, WASHINGTON. PARCEL 2> THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 25 NORTH, RANGE 1 WEST, W.M., KITSAP COUNTY, WASHINGTON; EXCEPT THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; AND EXCEPT THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTE OF SAID SECTION 25; EXCEPT THE FOLLOWING DESCRIBED PROPERTY PER AUDITOR'S FILE NO. 9606180003: A PARCEL OF LAND LOCATED IN THE WEST HALF OF SECTION 25, TOWNSHIP 25 NORTH, RANGE 1 WEST, W.M., KITSAP COUNTY, WASHINGTON, BEING THAT PORTION OF THOSE LANDS SURVEYED AND SHOWN ON THAT RECORD OF SURVEY RECORDED JUNE 15, 1996 IN BOOK 43 OF SURVEYS AT PAGE 92, KITSAP COUNTY RECORDS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 25; THENCE S0*59'01 W ALONG THE WEST LINE OF SAID SECTION 25 A DISTANCE OF 2649.15 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 25; THENCE S0*59'57 W A DISTANCE OF 662.19 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE S88*42'55 E ALONG THE SOUTH LINE OF SAID NORTH HALF A DISTANCE OF 175.00 FEET; THENCE N0*59'01 E A DISTANCE OF 1862.59 FEET; THENCE S88*42'55 E A DISTANCE OF 725.00 FEET; THENCE S0*59'01 W A DISTANCE OF 1862.59 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE S88*42'55 E ALONG SAID SOUTH LINE A DISTANCE OF 413.41 FEET; THENCE N1*07'50 E A DISTANCE OF 662.34 FEET; THENCE S88*40'20 E A DISTANCE OF 329.08 FEET; THENCE S1*09'14 W A DISTANCE OF 662.19 FEET; THENCE S88*41'54 E A DISTANCE OF 328.81 FEET; THENCE N1*10'37 E A DISTANCE OF 662.04 FEET; THENCE N1*02'08 E A DISTANCE OF 994.35 FEET; THENCE N88*45'34 W A DISTANCE OF 657.32 FEET TO THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 25; THENCE S1*06'13 W ALONG SAID EAST LINE A DISTANCE OF 993.44 FEET; THENCE N88*40'20 W A DISTANCE OF 45 FEET; THENCE N1*06'1 E PARALLEL WITH AND 45 FEET PERPENDICULARLY FROM THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 25, A DISTANCE OF 2649.38 FEET TO THE NORTH LINE OF SAID SECTION 25; THENCE N88*44'01 W ALONG SAID NORTH LINE A DISTANCE OF 1275.47 FEET TO THE POINT OF BEGINNING. AND EXCEPT ANY PORTION LYING WITHIN THAT PROPERTY DESCRIBED AS SCHOOL TRACT IN SURVEY RECORDED IN VOLUME 43, PAGES 91 THRU 9 OF SURVEYS, RECORDS OF KITSAP COUNTY, WASHINGTON.

In Section 26 Township 25N Range 1N

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 25 NORTH, RANGE 1 WEST, W.M., KITSAP COUNTY, WASHINGTON; EXCEPT THE WEST HALF OF THE WEST HALF OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER.

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## Don Burger

**From:** Matt Keough [MKeough@co.kitsap.wa.us]
**Sent:** Monday, January 26, 2009 11:48 AM
**To:** rickfackler@[redacted]
**Subject:** Re: Newberry Hill Exchange Letter, amended

THANKS RICK.

Chip's approach to the problem is to attempt to get Steve Saunders on the phone and talk out the appearance of "supplanting funds" with the idea that we pay DNR salaries in part. He wants to come across as concerned and constructive for the agreement to go before the BOCC and the public - and ask Steve if there is a better way for us to compensate them for costs - i.e. contract costs, independent reviews, etc.

There is clear danger of losing momentum. Chip is concerned about that too and won't take for granted the arrangements in place now - he will touch base with Josh Brown and the politics involved too - high on Chip's list.
There is legitimate concern as getting the appraisals and the "staff costs" covered will require the BOCC to sign off and could easily exceed the $75,000 we are hoping to get in reimbursements. Costly transaction in some respects, especially as Chip does not see the reconyence as an incentive but has a process with merit on its own.

We'll see you here tomorrow. Our PNP discussion is pushed back until 2PM but you are welcome earlier. In fact, it would be nice to have lunch with you.

Glad to have you working on our behalf so diligently before going out of country and, well, on the way to retirement. Hats off to you.

-MFK
>>> < rickfackler@[redacted] > 1/26/2009 11:33 AM >>>
Hi, Matt

Attached is a copy of the Letter of Intent from DNR with my recommended edits. I made three substantive changes: 1) I specified that there would be a review appraisal (as RCO requires us to have one), by an independent third party; 2) I added a stipulation that the County and DNR will enter into the reconveyance process as soon as possible after the exchange is completed, and; 3) I made you the County's contact on this project.

As you can see from the Section 16, there is a very tight time line to complete the exchange by June 30. If the County vacillates much on the arrangement, it will not happen. And if it does not happen now, I am afraid it will not happen for a long, long time. Brad is hard at work on this project now, discussing setting up meetings with the County and the Kitsap Rifle and Revolver Club, as they are tenants on the land now. I have not told Brad of the potential problems at this end, as I did not want him to lose steam.

Rick

Matthew F. Keough
Parks Planning Project Manager
Kitsap County Parks and Recreation
614 Division Street, MS-1
Port Orchard, WA 98366

(360) 337-5357
mkeough@co.kitsap.wa.us

## Don Burger

**From:** DNR [BRADFORD.PRUITT@dnr.wa.gov]
**Sent:** Tuesday, January 27, 2009 1:27 PM
**To:** rickfackler@[redacted], CINDY (DNR) NEFF
**Attachments:** Header

Rick, I left a message on your phone. Please work with Cindy Neff (360-902-1009) to set up a meeting.

We need to get the parties together to discuss appraisal instructions, stakeholder notification (including gun club, neighbors, and other parties), public hearing and meeting, timelines and milestones, ect.....to get the exchange on track for a June 09 closing.

Please see Cindy's e-mail address above. I have asked her to set up a meeting the week of February 2 (next week). **She needs e-mail addresses for folks on the Kitsap side that need to be there.** It is critical that we have this meeting as soon as possible given all the work that needs to be accomplished on meet the current time frames.

We'll have our Chief appraiser, me (Project Manager), Bob Winslow (Oly exchange program), and Cindy (Technician) present.

Thanks, Brad

## Don Burger

**From:** Matt Keough [MKeough@co.kitsap.wa.us]
**Sent:** Tuesday, January 27, 2009 4:46 PM
**To:** rickfackler@[redacted]
**Subject:** Re: Newberry Hill Exchange Letter, amended

"WAY TO GO" Rick, that's a great way to finish.

Thank you and congratulations.

MFK

Matthew F. Keough
Parks Planning Project Manager
Kitsap County Parks and Recreation
614 Division Street, MS-1
Port Orchard, WA 98366

(360) 337-5357
mkeough@co.kitsap.wa.us

>>> < rickfackler@[redacted]> 1/26/2009 11:33 AM >>>
Hi, Matt

Attached is a copy of the Letter of Intent from DNR with my recommended edits. I made three substantive changes: 1) I specified that there would be a review appraisal (as RCO requires us to have one), by an independent third party; 2) I added a stipulation that the County and DNR will enter into the reconveyance process as soon as possible after the exchange is completed, and; 3) I made you the County's contact on this project.

As you can see from the Section 16, there is a very tight time line to complete the exchange by June 30. If the County vacillates much on the arrangement, it will not happen. And if it does not happen now, I am afraid it will not happen for a long, long time. Brad is hard at work on this project now, discussing setting up meetings with the County and the Kitsap Rifle and Revolver Club, as they are tenants on the land now. I have not told Brad of the potential problems at this end, as I did not want him to lose steam.

Rick

## Don Burger

**From:** Matt Keough [MKeough@co.kitsap.wa.us]
**Sent:** Tuesday, January 27, 2009 5:05 PM
**To:** Elizabeth Ratliff; Terri Lyman; Chip Faver; Kevin Howell; Martha Droge
**Subject:** Newberry Hill Exchange LETTER OF INTENT
**Attachments:** Kitsap LOI 012309.1.26.09.doc

Kevin "et all",

Following up on Chip's direction and fresh email, the Letter of Intent between DNR and County Parks is progressing. Chip intends to share it with the BOCC tomorrow morning (Wednesday). If protocol suggest e-review, I will ask Chip to coordinate with Terri or Elizabeth in my absence. It has already benefitted from Kevin's first review - thank you all.

Kevin, There are three substantive changes since you last reviewed this: 1) Specification of a review appraisal (as RCO requires us to have one), by an independent third party; 2) Stipulation that the County and DNR will enter into the reconveyance process as soon as possible after the exchange is completed, and; 3) Matt Keough is listed as the County's contact on this project.

Finally, in response to Kevin's concern about DNR timeline, see Section 16 - a very tight time line to complete the exchange by June 30. Brad Pruitt is on good faith, on the job now, discussing setting up meetings with the County and the Kitsap Rifle and Revolver Club, as they are tenants on the land now.

Hope getting this arrangement in place goes smoothly in your all's hand - see you when I am back in the office on Monday.

MFK

Matthew F. Keough
Parks Planning Project Manager
Kitsap County Parks and Recreation
614 Division Street, MS-1
Port Orchard, WA 98366

(360) 337-5357
mkeough@co.kitsap.wa.us

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**WASHINGTON DEPARTMENT OF NATURAL RESOURCES**
and
**KITSAP COUNTY PARKS and RECREATION**

**LETTER OF INTENT**
for
**EXCHANGE of REAL ESTATE**

## 1.0 Introduction.

This Letter of Intent "LOI" is an expression of the good faith intent of both parties and is not intended to be legally binding on either party. This document nor anything contained herein shall be construed as an actual agreement or contract. Neither party shall be bound to go forward with the proposal until a binding exchange agreement is executed.

Kitsap County Parks and Recreation, herein referred to as "Exchanger", holds and controls many parcels of land in Kitsap County, several acres of which adjoin or otherwise may be desirable for state trust ownership and management. Such lands are shown in Exhibit A and will be referred to in this document as "Exchange Lands".

The State Department of Natural Resources, herein referred to as "State" owns and manages many acres of trust land within Kitsap County and Washington State, several acres of which adjoin or otherwise may be desirable for ownership and management by Kitsap County. Such lands are shown in Exhibit B and will be referred to in this document as "State Lands".

This LOI outlines the anticipated duties, obligations and expectations of Exchanger and State while moving forward with and anticipating a future formalized exchange agreement. The intent of this document is to provide guidance, direction and a framework for formal representations that may be included in any subsequent and binding exchange agreement(s).

## 2.0 Exchange Properties.

### 2.1 Exchange Lands.

Exchange Lands are identified in Exhibit A. State is interested in acquiring, through exchange, all or a portion of the properties identified in Exhibit A.

### 2.2 State Lands.

State Lands are identified in Exhibit B. Exchanger is interested in acquiring, through exchange, some or all of the candidate properties.

Exchange Land and State Land Exhibits may be amended as necessary by Exchanger and State following signing of the LOI. It is anticipated that any Exhibit amendments that might be mutually desired would occur prior to engagement of timber cruise, appraisal, and public outreach. It is the intent of both parties to identify a list of candidate properties that will exceed expected valuation issues and provide for some limited parcel selection flexibility. Exhibits will be dated as amended and final dated Exhibits will be agreed to in writing prior to proceeding with the timber cruise and property appraisal.

**3.0 Deeds.**

**3.1** Exchange Lands shall be conveyed by Statutory Warranty Deed. Exchanger envisions SWD having no reservations. Therefore, all mineral rights along with all existing property rights owned by exchanger will be conveyed and no easement reservations or other reservations of any kind will occur with this transaction.

**3.2** State Lands shall be conveyed by Quitclaim Deed signed by the Governor. State envisions quitclaim deeds to have two reservations present on deeds: RCW 79.36.370 regarding access and RCW 79.11.210 regarding minerals. State may be able to exchange State's mineral rights if State is receiving, in State's opinion, equal or superior minerals from the exchanger.

**4.0 Title Insurance.**

**4.1 Exchange Lands.**

Exchanger shall provide a preliminary commitment for title insurance to State covering Exchange Lands as soon as possible but within 90 days of acceptance of the final Exhibit A. Exchanger will provide a final title commitment at closing for the exchange. Title insurance will be for the amount of States indicated values (Exchange Value). Exchanger shall be responsible for any fees associated with obtaining the preliminary title commitment and final title insurance. Preliminary title insurance to include all exchange lands under consideration, include legible copies of all encumbrance documents, copies of all deeds for subject properties going back at least 30 years, and include all unrecorded encumbrances which affect the exchange lands.

**4.2 State Lands.**

State shall provide title records from the State Title and Records Office for State Lands as soon as possible with goal of providing within 90 days of acceptance of final Exhibit B and Exhibit C. State will not provide or pay for a preliminary or final commitment for title insurance for State Lands. Title insurance for State Lands, if desired by Exchanger, shall be the responsibility of the Exchanger.

**5.0 Encumbrances.**

Exchanger and State shall provide encumbrance documents on respective ownerships as available whether recorded or unrecorded.

Exchanger and State shall each be responsible for identifying and notifying the other party of unacceptable encumbrances on properties being acquired. The affected party will make a good faith effort to clear unacceptable encumbrances or notify the other party if removal will not occur at or prior to closing. Properties with unacceptable encumbrances may be removed from exchange or sale consideration by either party.

**6.0 Inventory, Maps and Photos.**

Both parties will provide forest stand inventory and aerial photography products as may be available on properties proposed for inclusion in Exhibits A and B as soon as possible but at least 14 days prior to solicitation of timber cruise firms.

**7.0 Cruise, Inventory and Appraisal.**

In order for State to maintain fiduciary responsibility to trust beneficiaries, State must ensure all appraisals are impartial, objective and meet prescribed standards. To achieve this objective, Exchanger and State agree to the following appraisal procedure.

Unless otherwise agreed in writing, all properties on final Exhibits A and B shall be appraised to USPAP standards by a third party licensed land appraiser agreed upon by State and Exchanger. The selected appraiser will be responsible for the cruise and inventory of timber for all properties on final Exhibits A and B, including sub-contracting of this work with a timber appraiser and reconciling timber and land values to conclude a value presented as a Complete, Self Contained appraisal that supports the appraiser's highest and best use determination.

In the interest of facilitating the appraisal process, Exchanger agrees to pay appraisal costs. Appraiser will bill Exchanger directly as specified in the appraisal contract. State will not be obligated to reimburse Exchanger for such costs regardless of the outcome of the Exchange. Exchanger and State shall each receive 2 bound paper copies and a CD of the completed appraisal. Exchanger and State will have an opportunity to review the appraisal and jointly submit, through State, comments and concerns to a second appraiser, chosen and paid in the same manner as noted above for the appraiser, who will perform a review appraisal. State and Exchanger agree that the value conclusions of the review appraisal, when accepted by State and Exchanger, will be used as a basis for negotiation of exchange equity.

**Deleted:** the appraiser for clarification/correction of content and/or conclusions. The final product when accepted by State

State and Exchanger will compile a summary of the legal and physical access to the subject properties starting from county roads and/or state highways which will be provided to the appraiser. The parties will provide the access summary in a reproducible format along with supporting documentation for the exchange lands under their current respective ownerships prior to soliciting

bids for cruise and appraisal work. Access summaries will provide at a minimum the following information: copies of easements whether recorded or unrecorded, names and county road numbers for county roads, RMAP records for roads on subject property and tributary forest lands that would need to be crossed for accessing the subject properties, existing road use permits, status of any gates or locks or persons that might obstruct access to properties for either timber cruisers or parties to the exchange. Exchanger will provide copies of keys for gates if needed for contractor (s) or make alternative acceptable arrangements for ease of access onto all portions of Exhibit A properties.

If Exchanger feels that there are any special or unique features present on either the State or Exchanger lands that might have a substantive effect on value and might be overlooked by a professional appraiser, Exchanger is encouraged to submit information to State prior to issuance of appraisal contract and work assignment.

Appraisal values used by State need to be current within 90 days of presentation to the Board of Natural Resources (BNR). Due to this need for State appraisal to be current, adjustments to parcel values might be necessary after the original State appraisal. Exchanger and State will contract for a third party appraiser to assess and update market value as discussed in Section 7.0, above.

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**Deleted:** or State may use State appraisal staff to undertake update to appraised values prior to submittal to the Board of Natural Resources. ¶

**8.0 "State Administrative Costs Reimbursement"**

Exchanger desires to explore this exchange opportunity with State as rapidly as possible and agrees to pay the costs of the Project Manager (Property and Acquisition Specialist 4) and Land Technician (Property and Acquisition Specialist 2) assigned to this transaction. State will establish a project code to track the time spent by the Project Manager and Land Technician on this transaction, billing Exchanger for these costs on a quarterly basis. Costs as calculated for a six month period and at a 50% staffing level are not to exceed $50,000.

**9.0 Exchange Equity.**

State shall establish exchange equity based on internal review and acceptance of appraised values. State and Exchanger to propose parcel configurations until each party is satisfied that equitable balance is achieved. State exchange law (RCW 79.17.010) provides that the exchange be of equal value and not reduce the publicly owned forest land base.

**10.0 Exchange Agreement.**

A binding Exchange Agreement is anticipated to be executed by both parties once exchange equity is achieved. The Exchange Agreement will be in a form substantially as provided by State and shall include standard clauses that identify the terms and conditions of the exchange. The document shall be executed prior to Board review. A copy of the standard template can be provided at this time if desired by the exchanger but the final document will invariably differ somewhat from the template.

**11.0 Board Review.**

All transactions are subject to Board of Natural Resources review and approval as provided by RCW 43.30.215. The Board is an independent body with full authority over State land transaction proposals. Additionally, the Board acts, by law, as the Board of Appraisers and establishes values for all state trust land leaving State ownership. State shall retain responsibility to present and seek Board approval of the proposed transactions. Exchanger will be notified of Board presentation meetings, but will not be required to participate.

**12.0 Taxes and Assessments.**

**12.1** Exchanger shall be responsible for payment of all taxes and assessments on Exchange Lands prorated to time of closing.

**12.2** State shall be responsible for payment of all taxes and assessments on State Lands prorated to time of closing. Land in State ownership is exempt from property tax assessment.

**12.3** Exchanger shall pay any excise tax due to Kitsap County at the time of closing.

**12.4** Exchange Lands held in Open Space or Forest Land tax designations under RCW 84.33 and 84.34 may be subject to compensating tax upon sale or exchange to a tax exempt agency. Compensating tax exemptions that may apply are identified in RCW 84.33.140(13)(a) and RCW 84.34.108(6)(a). Should exemptions not apply, and compensating tax become due, Exchanger shall be responsible for payment of the tax at closing.

**13.0 Public Outreach and Hearing.**

State law requires at least one public hearing be held as provided by RCW 79.17.050 before exchanging any state land. State shall be responsible for establishing and conducting such hearings. In addition, State may hold one or more informational public meetings to respond to questions and gain public input. Exchanger will be notified in advance of these proposed meetings and hearings. Exchanger shall provide at least one representative for all informal public meetings although attendance at hearing(s) is optional for exchanger. Exchanger shall also provide State with a contact address, contact person, and phone number that the State can provide to the public or media if they have questions of the Exchanger.

**14.0 Miscellaneous.**

**14.1** Exchanger and State agree to segregate Lands on final Exhibits A and B and reject further management activities such as land and timber sales, leases and easements, unless advance notification is provided to the other party. If timber harvest is projected to occur during calendar year 2009, Exchanger and State to share maps showing locations of future harvest plans for current ownerships and to mutually agree towards how to structure and time the timber cruise to provide accurate and unchanging timber volume data. Outstanding RMAP obligations will be identified by Exchanger and State, and costs to correct accounted for in the property valuation and compensation if necessary addressed in the exchange agreement.

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**14.2** Exchanger and State agree to continue to manage respective ownerships to protect the lands from losses such as fire and theft and to maintain compliance with all applicable laws.

**14.3** State is not represented by any real estate agent(s) as part of this proposed transaction. State shall not be responsible to pay any fees to any realty agent or broker associated with the proposed transaction.

**14.4** Any and all documents in State's possession may be subject to public disclosure under the Public Disclosure Act (RCW 42.17) to include emails, inventory information, draft documents, and correspondence from private or public attorneys. Documents such as some attorney-client legal correspondence and property appraisals may be exempt as provided for in RCW 42.17.310.

**15.0 Notices.**

**15.1 Exchanger Notice.**

Matthew Keough, Kitsap County Parks and Recreation, 1200 NW Fairgrounds Road, Bremerton, WA, 98311, 360-337-5357

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**15.2 State Notice.**

Brad Pruitt, South Puget Sound Region, PO Box 68,Enumclaw, WA, 98022-0068, 360-584-5037.

**16.0 Process Time Line.**

The following dates are suggested targets and not firm commitments.

: February 6, 2009 - Finalize and sign Letter of Intent.

: February 15, 2009 - Compile all access information, photos, and other information in preparation for timber cruise, timber inventory, and land appraisal actions.

: February 15, 2009 - Cruise and appraisal engagement.

: March 1-15, 2009 - State holds public meetings and hearings on exchange.

: April 1, 2009 - Appraisal review initiated and exchange equity negotiated

: May 1, 2009 - Exchange equity reached between State and Exchanger for Exhibit A and _ _____Exhibit B properties and Exchange Agreement signed.

: June 2, 2009 - Board of Natural Resources approval requested.

June 30, 2009 - Closing of exchange and concurrent filing of deed of right in favor of Recreation and Conservation Office by Kitsap County.

July 1, 2009 – Commence Reconveyance process as described in section 17.0 of lands identified in Exhibit D and shown on Exhibit C.

**17.0 Related Reconveyance**

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State and Exchanger agree to initiate the process of reconveyance of State Forest Transfer lands described in Exhibit D and shown on Exhibit C in accordance with RCW 79.22.300. This reconveyance process will commence at the beginning of the 2009 fiscal year, and State and Exchanger agree to complete that process as expeditiously as possible, with the goal that the reconveyance process will be concluded no later than December 31, 2009.

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**18.0 Signatures.**

**Neither this document nor anything contained herein shall be construed as an actual agreement or contract. This Letter of Intent is not intended to have legally binding effect, but is an expression of the good faith intentions of both parties.**

| **"Exchanger"** | **"State"** |
|---|---|
| **Kitsap County Parks and Recreation** | **State of Washington**<br>**Department of Natural Resources** |
| **By:** _____ | **By:** _____ |
| **Title:** _____ | **Title:** _____ |
| **Date:** _____ | **Date:** _____ |

## EXHIBIT A
to
WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES
and
KITSAP COUNTY PARKS AND RECREATION
LETTER OF INTENT

### EXCHANGER LANDS
KITSAP COUNTY PARKS AND RECREATION
February 8, 2006

| Parcel # | Acreage | Section, | Township, | Range | Common Name |
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| K1 | 320 | 11&12 | 24 | 1W | Lost Creek |
| K2 | 200 | 11, 12 & 1 | | | |

520 acres total

## EXHIBIT B
to
WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES
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### STATE LANDS
February 8, 2006

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| S1 | 5 | 03 | 25 | 25 | 1W | Newberry Hill |
| S2 | 520 | 03 | 36 | 25 | 1W | Newberry Hill |

525 acres total

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# Kitsap/DNR Exchange & Reconveyance

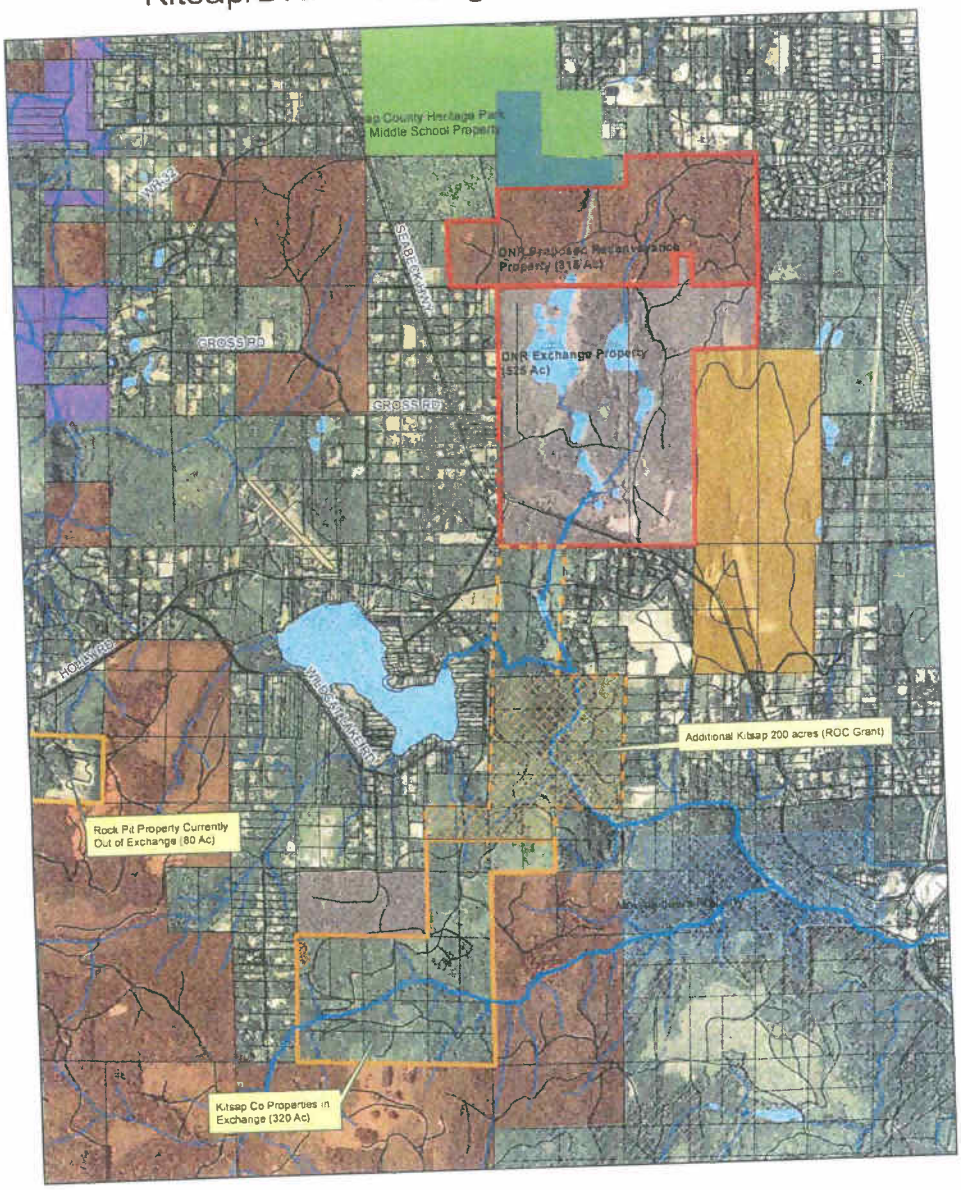

EXHIBIT D
to
WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES
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KITSAP COUNTY PARKS AND RECREATION
LETTER OF INTENT
RECONVEYANCE LANDS

LEGAL DESCRIPTION

In Section 25 Township 25N Range 1W

PARCEL 1> THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 25 NORTH, RANGE 1 WEST, W.M., KITSAP COUNTY, WASHINGTON. PARCEL 2> THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 25 NORTH, RANGE 1 WEST, W.M., KITSAP COUNTY, WASHINGTON; EXCEPT THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; AND EXCEPT THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTE OF SAID SECTION 25; EXCEPT THE FOLLOWING DESCRIBED PROPERTY PER AUDITOR'S FILE NO. 9606180003: A PARCEL OF LAND LOCATED IN THE WEST HALF OF SECTION 25, TOWNSHIP 25 NORTH, RANGE 1 WEST, W.M., KITSAP COUNTY, WASHINGTON, BEING THAT PORTION OF THOSE LANDS SURVEYED AND SHOWN ON THAT RECORD OF SURVEY RECORDED JUNE 15, 1996 IN BOOK 43 OF SURVEYS AT PAGE 92, KITSAP COUNTY RECORDS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 25; THENCE S0*59'01 W ALONG THE WEST LINE OF SAID SECTION 25 A DISTANCE OF 2649.15 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 25; THENCE S0*59'57 W A DISTANCE OF 662.19 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE S88*42'55 E ALONG THE SOUTH LINE OF SAID NORTH HALF A DISTANCE OF 175.00 FEET; THENCE N0*59'01 E A DISTANCE OF 1862.59 FEET; THENCE S88*42'55 E A DISTANCE OF 725.00 FEET; THENCE S0*59'01 W A DISTANCE OF 1862.59 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE S88*42'55 E ALONG SAID SOUTH LINE A DISTANCE OF 413.41 FEET; THENCE N1*07'50 E A DISTANCE OF 662.34 FEET; THENCE S88*40'20 E A DISTANCE OF 329.08 FEET; THENCE S1*09'14 W A DISTANCE OF 662.19 FEET; THENCE S88*41'54 E A DISTANCE OF 328.81 FEET; THENCE N1*10'37 E A DISTANCE OF 662.04 FEET; THENCE N1*02'08 E A DISTANCE OF 994.35 FEET; THENCE N88*45'34 W A DISTANCE OF 657.32 FEET TO THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 25; THENCE S1*06'13 W ALONG SAID EAST LINE A DISTANCE OF 993.44 FEET; THENCE N88*40'20 W A DISTANCE OF 45 FEET; THENCE N1*06'1 E PARALLEL WITH AND 45 FEET PERPENDICULARLY FROM THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 25, A DISTANCE OF 2649.38 FEET TO THE NORTH LINE OF SAID SECTION 25; THENCE N88*44'01 W ALONG SAID NORTH LINE A DISTANCE OF 1275.47 FEET TO THE POINT OF BEGINNING. AND EXCEPT ANY PORTION LYING WITHIN THAT PROPERTY DESCRIBED AS SCHOOL TRACT IN SURVEY RECORDED IN VOLUME 43, PAGES 91 THRU 9 OF SURVEYS, RECORDS OF KITSAP COUNTY, WASHINGTON.

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**WASHINGTON DEPARTMENT OF NATURAL RESOURCES**
and
**KITSAP COUNTY PARKS and RECREATION**

**LETTER OF INTENT**
for
**EXCHANGE of REAL ESTATE**

## 1.0 Introduction.

This Letter of Intent "LOI" is an expression of the good faith intent of both parties and is not intended to be legally binding on either party. This document nor anything contained herein shall be construed as an actual agreement or contract. Neither party shall be bound to go forward with the proposal until a binding exchange agreement is executed.

Kitsap County Parks and Recreation, herein referred to as "Exchanger", holds and controls many parcels of land in Kitsap County, several acres of which adjoin or otherwise may be desirable for state trust ownership and management. Such lands are shown in Exhibit A and will be referred to in this document as "Exchange Lands".

The State Department of Natural Resources, herein referred to as "State" owns and manages many acres of trust land within Kitsap County and Washington State, several acres of which adjoin or otherwise may be desirable for ownership and management by Kitsap County. Such lands are shown in Exhibit B and will be referred to in this document as "State Lands".

This LOI outlines the anticipated duties, obligations and expectations of Exchanger and State while moving forward with and anticipating a future formalized exchange agreement. The intent of this document is to provide guidance, direction and a framework for formal representations that may be included in any subsequent and binding exchange agreement(s).

## 2.0 Exchange Properties.

### 2.1 Exchange Lands.

Exchange Lands are identified in Exhibit A. State is interested in acquiring, through exchange, all or a portion of the properties identified in Exhibit A.

### 2.2 State Lands.

State Lands are identified in Exhibit B. Exchanger is interested in acquiring, through exchange, some or all of the candidate properties.

Exchange Land and State Land Exhibits may be amended as necessary by Exchanger and State following signing of the LOI. It is anticipated that any Exhibit amendments that might be mutually desired would occur prior to engagement of timber cruise, appraisal, and public outreach. It is the intent of both parties to identify a list of candidate properties that will exceed expected valuation issues and provide for some limited parcel selection flexibility. Exhibits will be dated as amended and final dated Exhibits will be agreed to in writing prior to proceeding with the timber cruise and property appraisal.

**3.0 Deeds.**

**3.1** Exchange Lands shall be conveyed by Statutory Warranty Deed. Exchanger envisions SWD having no reservations. Therefore, all mineral rights along with all existing property rights owned by exchanger will be conveyed and no easement reservations or other reservations of any kind will occur with this transaction.

**3.2** State Lands shall be conveyed by Quitclaim Deed signed by the Governor. State envisions quitclaim deeds to have two reservations present on deeds: RCW 79.36.370 regarding access and RCW 79.11.210 regarding minerals. State may be able to exchange State's mineral rights if State is receiving, in State's opinion, equal or superior minerals from the exchanger.

**4.0 Title Insurance.**

**4.1 Exchange Lands.**

Exchanger shall provide a preliminary commitment for title insurance to State covering Exchange Lands as soon as possible but within 90 days of acceptance of the final Exhibit A. Exchanger will provide a final title commitment at closing for the exchange. Title insurance will be for the amount of States indicated values (Exchange Value). Exchanger shall be responsible for any fees associated with obtaining the preliminary title commitment and final title insurance. Preliminary title insurance to include all exchange lands under consideration, include legible copies of all encumbrance documents, copies of all deeds for subject properties going back at least 30 years, and include all unrecorded encumbrances which affect the exchange lands.

**4.2 State Lands.**

State shall provide title records from the State Title and Records Office for State Lands as soon as possible with goal of providing within 90 days of acceptance of final Exhibit B and Exhibit C. State will not provide or pay for a preliminary or final commitment for title insurance for State Lands. Title insurance for State Lands, if desired by Exchanger, shall be the responsibility of the Exchanger.

**5.0 Encumbrances.**

Exchanger and State shall provide encumbrance documents on respective ownerships as available whether recorded or unrecorded.

Exchanger and State shall each be responsible for identifying and notifying the other party of unacceptable encumbrances on properties being acquired. The affected party will make a good faith effort to clear unacceptable encumbrances or notify the other party if removal will not occur at or prior to closing. Properties with unacceptable encumbrances may be removed from exchange or sale consideration by either party.

**6.0 Inventory, Maps and Photos.**

Both parties will provide forest stand inventory and aerial photography products as may be available on properties proposed for inclusion in Exhibits A and B as soon as possible but at least 14 days prior to solicitation of timber cruise firms.

**7.0 Cruise, Inventory and Appraisal.**

In order for State to maintain fiduciary responsibility to trust beneficiaries, State must ensure all appraisals are impartial, objective and meet prescribed standards. To achieve this objective, Exchanger and State agree to the following appraisal procedure.

Unless otherwise agreed in writing, all properties on final Exhibits A and B shall be appraised to USPAP standards by a third party licensed land appraiser agreed upon by State and Exchanger. The selected appraiser will be responsible for the cruise and inventory of timber for all properties on final Exhibits A and B, including sub-contracting of this work with a timber appraiser and reconciling timber and land values to conclude a value presented as a Complete, Self Contained appraisal that supports the appraiser's highest and best use determination.

In the interest of facilitating the appraisal process, Exchanger agrees to pay appraisal costs. Appraiser will bill Exchanger directly as specified in the appraisal contract. State will not be obligated to reimburse Exchanger for such costs regardless of the outcome of the Exchange. Exchanger and State shall each receive 2 bound paper copies and a CD of the completed appraisal. Exchanger and State will have an opportunity to review the appraisal and jointly submit, through State, comments and concerns to a second appraiser, chosen and paid in the same manner as noted above for the appraiser, who will perform a review appraisal. State and Exchanger agree that the value conclusions of the review appraisal, when accepted by State and Exchanger, will be used as a basis for negotiation of exchange equity.

**Deleted:** the appraiser for clarification/correction of content and/or conclusions. The final product when accepted by State

State and Exchanger will compile a summary of the legal and physical access to the subject properties starting from county roads and/or state highways which will be provided to the appraiser. The parties will provide the access summary in a reproducible format along with supporting documentation for the exchange lands under their current respective ownerships prior to soliciting

bids for cruise and appraisal work. Access summaries will provide at a minimum the following information: copies of easements whether recorded or unrecorded, names and county road numbers for county roads, RMAP records for roads on subject property and tributary forest lands that would need to be crossed for accessing the subject properties, existing road use permits, status of any gates or locks or persons that might obstruct access to properties for either timber cruisers or parties to the exchange. Exchanger will provide copies of keys for gates if needed for contractor (s) or make alternative acceptable arrangements for ease of access onto all portions of Exhibit A properties.

If Exchanger feels that there are any special or unique features present on either the State or Exchanger lands that might have a substantive effect on value and might be overlooked by a professional appraiser, Exchanger is encouraged to submit information to State prior to issuance of appraisal contract and work assignment.

Appraisal values used by State need to be current within 90 days of presentation to the Board of Natural Resources (BNR). Due to this need for State appraisal to be current, adjustments to parcel values might be necessary after the original State appraisal. Exchanger and State will contract for a third party appraiser to assess and update market value as discussed in Section 7.0, above.

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**Deleted:** or State may use State appraisal staff to undertake update to appraised values prior to submittal to the Board of Natural Resources. ¶

**8.0 "State Administrative Costs Reimbursement"**

Exchanger desires to explore this exchange opportunity with State as rapidly as possible and agrees to pay the costs of the Project Manager (Property and Acquisition Specialist 4) and Land Technician (Property and Acquisition Specialist 2) assigned to this transaction. State will establish a project code to track the time spent by the Project Manager and Land Technician on this transaction, billing Exchanger for these costs on a quarterly basis. Costs as calculated for a six month period and at a 50% staffing level are not to exceed $50,000.

**9.0 Exchange Equity.**

State shall establish exchange equity based on internal review and acceptance of appraised values. State and Exchanger to propose parcel configurations until each party is satisfied that equitable balance is achieved. State exchange law (RCW 79.17.010) provides that the exchange be of equal value and not reduce the publicly owned forest land base.

**10.0 Exchange Agreement.**

A binding Exchange Agreement is anticipated to be executed by both parties once exchange equity is achieved. The Exchange Agreement will be in a form substantially as provided by State and shall include standard clauses that identify the terms and conditions of the exchange. The document shall be executed prior to Board review. A copy of the standard template can be provided at this time if desired by the exchanger but the final document will invariably differ somewhat from the template.

**11.0 Board Review.**

All transactions are subject to Board of Natural Resources review and approval as provided by RCW 43.30.215. The Board is an independent body with full authority over State land transaction proposals. Additionally, the Board acts, by law, as the Board of Appraisers and establishes values for all state trust land leaving State ownership. State shall retain responsibility to present and seek Board approval of the proposed transactions. Exchanger will be notified of Board presentation meetings, but will not be required to participate.

**12.0 Taxes and Assessments.**

**12.1** Exchanger shall be responsible for payment of all taxes and assessments on Exchange Lands prorated to time of closing.

**12.2** State shall be responsible for payment of all taxes and assessments on State Lands prorated to time of closing. Land in State ownership is exempt from property tax assessment.

**12.3** Exchanger shall pay any excise tax due to Kitsap County at the time of closing.

**12.4** Exchange Lands held in Open Space or Forest Land tax designations under RCW 84.33 and 84.34 may be subject to compensating tax upon sale or exchange to a tax exempt agency. Compensating tax exemptions that may apply are identified in RCW 84.33.140(13)(a) and RCW 84.34.108(6)(a). Should exemptions not apply, and compensating tax become due, Exchanger shall be responsible for payment of the tax at closing.

**13.0 Public Outreach and Hearing.**

State law requires at least one public hearing be held as provided by RCW 79.17.050 before exchanging any state land. State shall be responsible for establishing and conducting such hearings. In addition, State may hold one or more informational public meetings to respond to questions and gain public input. Exchanger will be notified in advance of these proposed meetings and hearings. Exchanger shall provide at least one representative for all informal public meetings although attendance at hearing(s) is optional for exchanger. Exchanger shall also provide State with a contact address, contact person, and phone number that the State can provide to the public or media if they have questions of the Exchanger.

**14.0 Miscellaneous.**

**14.1** Exchanger and State agree to segregate Lands on final Exhibits A and B and reject further management activities such as land and timber sales, leases and easements, unless advance notification is provided to the other party. If timber harvest is projected to occur during calendar year 2009, Exchanger and State to share maps showing locations of future harvest plans for current ownerships and to mutually agree towards how to structure and time the timber cruise to provide accurate and unchanging timber volume data. Outstanding RMAP obligations will be identified by Exchanger and State, and costs to correct accounted for in the property valuation and compensation if necessary addressed in the exchange agreement.

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**14.2** Exchanger and State agree to continue to manage respective ownerships to protect the lands from losses such as fire and theft and to maintain compliance with all applicable laws.

**14.3** State is not represented by any real estate agent(s) as part of this proposed transaction. State shall not be responsible to pay any fees to any realty agent or broker associated with the proposed transaction.

**14.4** Any and all documents in State's possession may be subject to public disclosure under the Public Disclosure Act (RCW 42.17) to include emails, inventory information, draft documents, and correspondence from private or public attorneys. Documents such as some attorney-client legal correspondence and property appraisals may be exempt as provided for in RCW 42.17.310.

**15.0 Notices.**

**15.1 Exchanger Notice.**

Matthew Keough, Kitsap County Parks and Recreation, 1200 NW Fairgrounds Road, Bremerton, WA, 98311, 360-337-5357

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**15.2 State Notice.**

Brad Pruitt, South Puget Sound Region, PO Box 68,Enumclaw, WA, 98022-0068, 360-584-5037.

**16.0 Process Time Line.**

The following dates are suggested targets and not firm commitments.

: February 6, 2009 - Finalize and sign Letter of Intent.

: February 15, 2009 - Compile all access information, photos, and other information in preparation for timber cruise, timber inventory, and land appraisal actions.

: February 15, 2009 - Cruise and appraisal engagement.

: March 1-15, 2009 - State holds public meetings and hearings on exchange.

: April 1, 2009 - Appraisal review initiated and exchange equity negotiated

: May 1, 2009 - Exchange equity reached between State and Exchanger for Exhibit A and _ _____Exhibit B properties and Exchange Agreement signed.

: June 2, 2009 - Board of Natural Resources approval requested.

: June 30, 2009 - Closing of exchange and concurrent filing of deed of right in favor of Recreation and Conservation Office by Kitsap County.

July 1, 2009 – Commence Reconveyance process as described in section 17.0 of lands identified in Exhibit D and shown on Exhibit C.

**17.0 Related Reconveyance**

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State and Exchanger agree to initiate the process of reconveyance of State Forest Transfer lands described in Exhibit D and shown on Exhibit C in accordance with RCW 79.22.300. This reconveyance process will commence at the beginning of the 2009 fiscal year, and State and Exchanger agree to complete that process as expeditiously as possible, with the goal that the reconveyance process will be concluded no later than December 31, 2009.

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**18.0 Signatures.**

**Neither this document nor anything contained herein shall be construed as an actual agreement or contract. This Letter of Intent is not intended to have legally binding effect, but is an expression of the good faith intentions of both parties.**

| **"Exchanger"** | **"State"** |
|---|---|
| **Kitsap County Parks and Recreation** | **State of Washington**<br>**Department of Natural Resources** |
| **By:** _____ | **By:** _____ |
| **Title:** _____ | **Title:** _____ |
| **Date:** _____ | **Date:** _____ |

## EXHIBIT A
to
**WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES**
and
**KITSAP COUNTY PARKS AND RECREATION**
**LETTER OF INTENT**

## EXCHANGER LANDS
**KITSAP COUNTY PARKS AND RECREATION**
February 8, 2006

| Parcel # | Acreage | Section, | Township, | Range | Common Name |
|---|---|---|---|---|---|
| K1 | 320 | 11&12 | 24 | 1W | Lost Creek |
| K2 | 200 | 11, 12 & 1 | | | |

520 acres total

## EXHIBIT B
to
**WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES**
and
**KITSAP COUNTY PARKS AND RECREATION**
**LETTER OF INTENT**

## STATE LANDS
February 8, 2006

| Parcel # | Acreage | Trust | Section, | Township, | Range | Common Name |
|---|---|---|---|---|---|---|
| S1 | 5 | 03 | 25 | 25 | 1W | Newberry Hill |
| S2 | 520 | 03 | 36 | 25 | 1W | Newberry Hill |

525 acres total

# Kitsap/DNR Exchange & Reconveyance

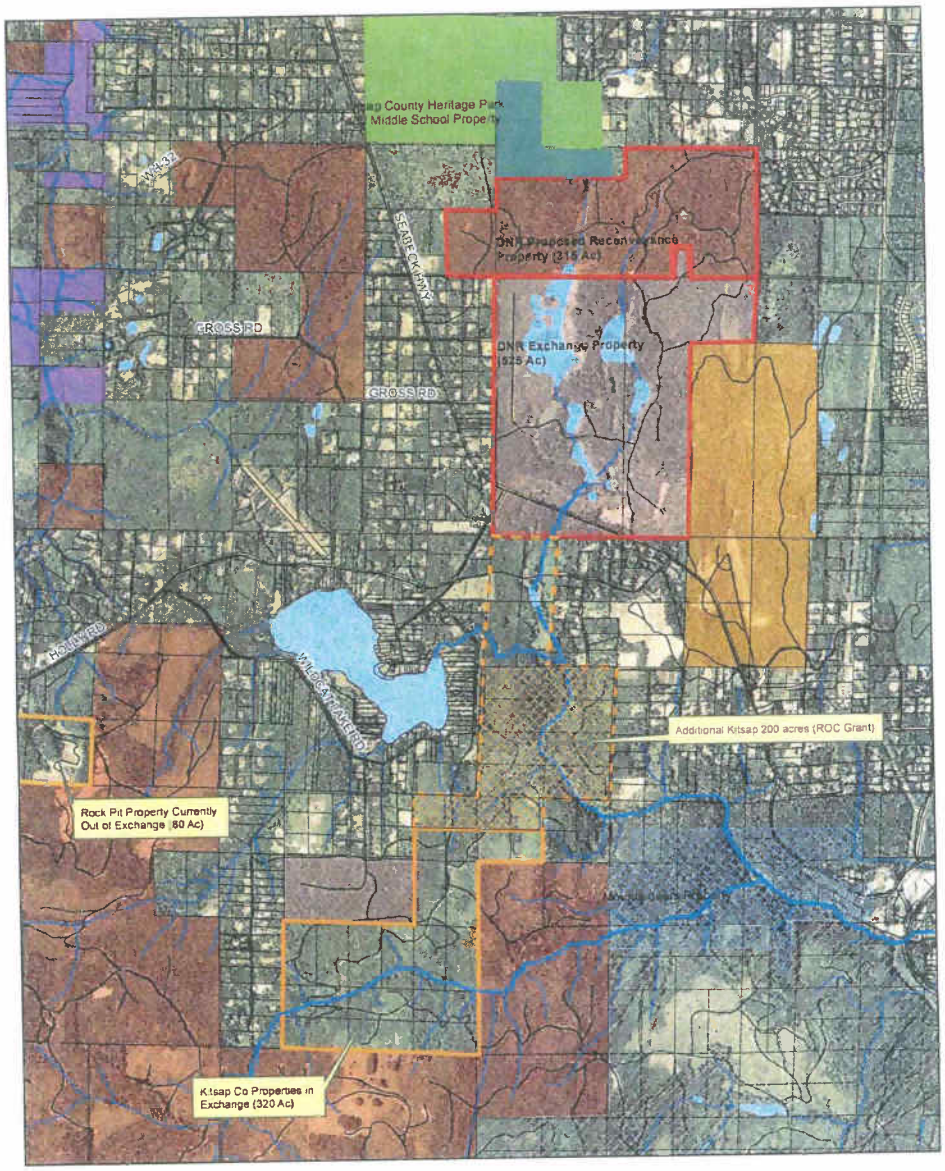

EXHIBIT D
to
WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES
and
KITSAP COUNTY PARKS AND RECREATION
LETTER OF INTENT
RECONVEYANCE LANDS

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## Don Burger

**From:** Matt Keough [MKeough@co.kitsap.wa.us]
**Sent:** Tuesday, January 27, 2009 5:05 PM
**To:** Elizabeth Ratliff; Terri Lyman; Chip Faver; Kevin M. Howell; Martha Droge
**Subject:** Newberry Hill Exchange LETTER OF INTENT
**Attachments:** Kitsap LOI 012309.1.26.09.doc

Kevin "et all",

Following up on Chip's direction and fresh email, the Letter of Intent between DNR and County Parks is progressing. Chip intends to share it with the BOCC tomorrow morning (Wednesday). If protocol suggest e-review, I will ask Chip to coordinate with Terri or Elizabeth in my absence. It has already benefitted from Kevin's first review - thank you all.

Kevin, There are three substantive changes since you last reviewed this: 1) Specification of a review appraisal (as RCO requires us to have one), by an independent third party; 2) Stipulation that the County and DNR will enter into the reconveyance process as soon as possible after the exchange is completed, and; 3) Matt Keough is listed as the County's contact on this project.

Finally, in response to Kevin's concern about DNR timeline, see Section 16 - a very tight time line to complete the exchange by June 30. Brad Pruitt is on good faith, on the job now, discussing setting up meetings with the County and the Kitsap Rifle and Revolver Club, as they are tenants on the land now.

Hope getting this arrangement in place goes smoothly in your all's hand - see you when I am back in the office on Monday.

MFK

Matthew F. Keough
Parks Planning Project Manager
Kitsap County Parks and Recreation
614 Division Street, MS-1
Port Orchard, WA 98366

(360) 337-5357
mkeough@co.kitsap.wa.us

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and
**KITSAP COUNTY PARKS and RECREATION**

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Exchanger and State shall each be responsible for identifying and notifying the other party of unacceptable encumbrances on properties being acquired. The affected party will make a good faith effort to clear unacceptable encumbrances or notify the other party if removal will not occur at or prior to closing. Properties with unacceptable encumbrances may be removed from exchange or sale consideration by either party.

**6.0 Inventory, Maps and Photos.**

Both parties will provide forest stand inventory and aerial photography products as may be available on properties proposed for inclusion in Exhibits A and B as soon as possible but at least 14 days prior to solicitation of timber cruise firms.

**7.0 Cruise, Inventory and Appraisal.**

In order for State to maintain fiduciary responsibility to trust beneficiaries, State must ensure all appraisals are impartial, objective and meet prescribed standards. To achieve this objective, Exchanger and State agree to the following appraisal procedure.

Unless otherwise agreed in writing, all properties on final Exhibits A and B shall be appraised to USPAP standards by a third party licensed land appraiser agreed upon by State and Exchanger. The selected appraiser will be responsible for the cruise and inventory of timber for all properties on final Exhibits A and B, including sub-contracting of this work with a timber appraiser and reconciling timber and land values to conclude a value presented as a Complete, Self Contained appraisal that supports the appraiser's highest and best use determination.

In the interest of facilitating the appraisal process, Exchanger agrees to pay appraisal costs. Appraiser will bill Exchanger directly as specified in the appraisal contract. State will not be obligated to reimburse Exchanger for such costs regardless of the outcome of the Exchange. Exchanger and State shall each receive 2 bound paper copies and a CD of the completed appraisal. Exchanger and State will have an opportunity to review the appraisal and jointly submit, through State, comments and concerns to a second appraiser, chosen and paid in the same manner as noted above for the appraiser, who will perform a review appraisal. State and Exchanger agree that the value conclusions of the review appraisal, when accepted by State and Exchanger will be used as a basis for negotiation of exchange equity.

**Deleted:** the appraiser for clarification/correction of content and/or conclusions. The final product when accepted by State

State and Exchanger will compile a summary of the legal and physical access to the subject properties starting from county roads and/or state highways which will be provided to the appraiser. The parties will provide the access summary in a reproducible format along with supporting documentation for the exchange lands under their current respective ownerships prior to soliciting

bids for cruise and appraisal work. Access summaries will provide at a minimum the following information: copies of easements whether recorded or unrecorded, names and county road numbers for county roads, RMAP records for roads on subject property and tributary forest lands that would need to be crossed for accessing the subject properties, existing road use permits, status of any gates or locks or persons that might obstruct access to properties for either timber cruisers or parties to the exchange. Exchanger will provide copies of keys for gates if needed for contractor (s) or make alternative acceptable arrangements for ease of access onto all portions of Exhibit A properties.

If Exchanger feels that there are any special or unique features present on either the State or Exchanger lands that might have a substantive effect on value and might be overlooked by a professional appraiser, Exchanger is encouraged to submit information to State prior to issuance of appraisal contract and work assignment.

Appraisal values used by State need to be current within 90 days of presentation to the Board of Natural Resources (BNR). Due to this need for State appraisal to be current, adjustments to parcel values might be necessary after the original State appraisal. Exchanger and State will contract for a third party appraiser to assess and update market value as discussed in Section 7.0, above.

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**Deleted:** or State may use State appraisal staff to undertake update to appraised values prior to submittal to the Board of Natural Resources. ¶

**8.0 "State Administrative Costs Reimbursement"**

Exchanger desires to explore this exchange opportunity with State as rapidly as possible and agrees to pay the costs of the Project Manager (Property and Acquisition Specialist 4) and Land Technician (Property and Acquisition Specialist 2) assigned to this transaction. State will establish a project code to track the time spent by the Project Manager and Land Technician on this transaction, billing Exchanger for these costs on a quarterly basis. Costs as calculated for a six month period and at a 50% staffing level are not to exceed $50,000.

**9.0 Exchange Equity.**

State shall establish exchange equity based on internal review and acceptance of appraised values. State and Exchanger to propose parcel configurations until each party is satisfied that equitable balance is achieved. State exchange law (RCW 79.17.010) provides that the exchange be of equal value and not reduce the publicly owned forest land base.

**10.0 Exchange Agreement.**

A binding Exchange Agreement is anticipated to be executed by both parties once exchange equity is achieved. The Exchange Agreement will be in a form substantially as provided by State and shall include standard clauses that identify the terms and conditions of the exchange. The document shall be executed prior to Board review. A copy of the standard template can be provided at this time if desired by the exchanger but the final document will invariably differ somewhat from the template.

**11.0 Board Review.**

All transactions are subject to Board of Natural Resources review and approval as provided by RCW 43.30.215. The Board is an independent body with full authority over State land transaction proposals. Additionally, the Board acts, by law, as the Board of Appraisers and establishes values for all state trust land leaving State ownership. State shall retain responsibility to present and seek Board approval of the proposed transactions. Exchanger will be notified of Board presentation meetings, but will not be required to participate.

**12.0 Taxes and Assessments.**

**12.1** Exchanger shall be responsible for payment of all taxes and assessments on Exchange Lands prorated to time of closing.

**12.2** State shall be responsible for payment of all taxes and assessments on State Lands prorated to time of closing. Land in State ownership is exempt from property tax assessment.

**12.3** Exchanger shall pay any excise tax due to Kitsap County at the time of closing.

**12.4** Exchange Lands held in Open Space or Forest Land tax designations under RCW 84.33 and 84.34 may be subject to compensating tax upon sale or exchange to a tax exempt agency. Compensating tax exemptions that may apply are identified in RCW 84.33.140(13)(a) and RCW 84.34.108(6)(a). Should exemptions not apply, and compensating tax become due, Exchanger shall be responsible for payment of the tax at closing.

**13.0 Public Outreach and Hearing.**

State law requires at least one public hearing be held as provided by RCW 79.17.050 before exchanging any state land. State shall be responsible for establishing and conducting such hearings. In addition, State may hold one or more informational public meetings to respond to questions and gain public input. Exchanger will be notified in advance of these proposed meetings and hearings. Exchanger shall provide at least one representative for all informal public meetings although attendance at hearing(s) is optional for exchanger. Exchanger shall also provide State with a contact address, contact person, and phone number that the State can provide to the public or media if they have questions of the Exchanger.

**14.0 Miscellaneous.**

**14.1** Exchanger and State agree to segregate Lands on final Exhibits A and B and reject further management activities such as land and timber sales, leases and easements, unless advance notification is provided to the other party. If timber harvest is projected to occur during calendar year 2009, Exchanger and State to share maps showing locations of future harvest plans for current ownerships and to mutually agree towards how to structure and time the timber cruise to provide accurate and unchanging timber volume data. Outstanding RMAP obligations will be identified by Exchanger and State, and costs to correct accounted for in the property valuation and compensation if necessary addressed in the exchange agreement.

**Deleted:** 2006 or early 2007

**14.2** Exchanger and State agree to continue to manage respective ownerships to protect the lands from losses such as fire and theft and to maintain compliance with all applicable laws.

**14.3** State is not represented by any real estate agent(s) as part of this proposed transaction. State shall not be responsible to pay any fees to any realty agent or broker associated with the proposed transaction.

**14.4** Any and all documents in State's possession may be subject to public disclosure under the Public Disclosure Act (RCW 42.17) to include emails, inventory information, draft documents, and correspondence from private or public attorneys. Documents such as some attorney-client legal correspondence and property appraisals may be exempt as provided for in RCW 42.17.310.

**15.0 Notices.**

**15.1 Exchanger Notice.**

Matthew Keough, Kitsap County Parks and Recreation, 1200 NW Fairgrounds Road, Bremerton, WA, 98311, 360-337-5357.

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**15.2 State Notice.**

Brad Pruitt, South Puget Sound Region, PO Box 68,Enumclaw, WA, 98022-0068, 360-584-5037.

**16.0 Process Time Line.**

The following dates are suggested targets and not firm commitments.

: February 6, 2009 - Finalize and sign Letter of Intent.

: February 15, 2009 - Compile all access information, photos, and other information in preparation for timber cruise, timber inventory, and land appraisal actions.

: February 15, 2009 - Cruise and appraisal engagement.

: March 1-15, 2009 - State holds public meetings and hearings on exchange.

: April 1, 2009 - Appraisal review initiated and exchange equity negotiated

: May 1, 2009 - Exchange equity reached between State and Exchanger for Exhibit A and _ _____Exhibit B properties and Exchange Agreement signed.

: June 2, 2009 - Board of Natural Resources approval requested.

: June 30, 2009 - Closing of exchange and concurrent filing of deed of right in favor of Recreation and Conservation Office by Kitsap County.

July 1, 2009 – Commence Reconveyance process as described in section 17.0 of lands identified in Exhibit D and shown on Exhibit C.

**17.0 Related Reconveyance**

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State and Exchanger agree to initiate the process of reconveyance of State Forest Transfer lands described in Exhibit D and shown on Exhibit C in accordance with RCW 79.22.300. This reconveyance process will commence at the beginning of the 2009 fiscal year, and State and Exchanger agree to complete that process as expeditiously as possible, with the goal that the reconveyance process will be concluded no later than December 31, 2009.

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**18.0 Signatures.**

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**Neither this document nor anything contained herein shall be construed as an actual agreement or contract. This Letter of Intent is not intended to have legally binding effect, but is an expression of the good faith intentions of both parties.**

| **"Exchanger"** | **"State"** |
|---|---|
| **Kitsap County Parks and Recreation** | **State of Washington**<br>**Department of Natural Resources** |
| **By:** _____ | **By:** _____ |
| **Title:** _____ | **Title:** _____ |
| **Date:** _____ | **Date:** _____ |

## EXHIBIT A
to
**WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES**
and
**KITSAP COUNTY PARKS AND RECREATION**
**LETTER OF INTENT**

## EXCHANGER LANDS
**KITSAP COUNTY PARKS AND RECREATION**
February 8, 2006

| Parcel # | Acreage | Section, | Township, | Range | Common Name |
|---|---|---|---|---|---|
| K1 | 320 | 11&12 | 24 | 1W | Lost Creek |
| K2 | 200 | 11, 12 & 1 | | | |

520 acres total

## EXHIBIT B
to
**WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES**
and
**KITSAP COUNTY PARKS AND RECREATION**
**LETTER OF INTENT**

## STATE LANDS
February 8, 2006

| Parcel # | Acreage | Trust | Section, | Township, | Range | Common Name |
|---|---|---|---|---|---|---|
| S1 | 5 | 03 | 25 | 25 | 1W | Newberry Hill |
| S2 | 520 | 03 | 36 | 25 | 1W | Newberry Hill |

525 acres total

# Kitsap/DNR Exchange & Reconveyance

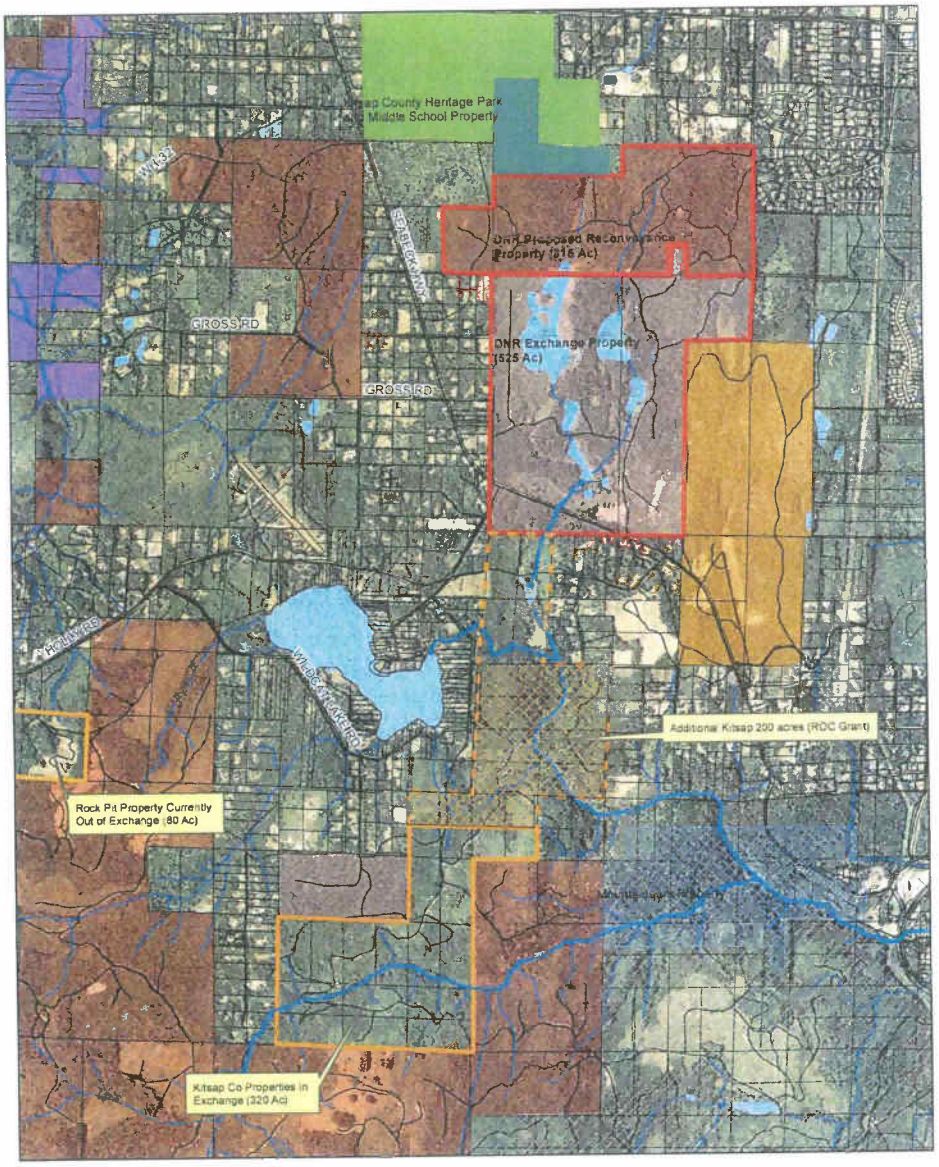

EXHIBIT D
to
WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES
and
KITSAP COUNTY PARKS AND RECREATION
LETTER OF INTENT
RECONVEYANCE LANDS

LEGAL DESCRIPTION

In Section 25 Township 25N Range 1W

PARCEL 1> THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 25 NORTH, RANGE 1 WEST, W.M., KITSAP COUNTY, WASHINGTON. PARCEL 2> THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 25 NORTH, RANGE 1 WEST, W.M., KITSAP COUNTY, WASHINGTON; EXCEPT THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; AND EXCEPT THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTE OF SAID SECTION 25; EXCEPT THE FOLLOWING DESCRIBED PROPERTY PER AUDITOR'S FILE NO. 9606180003: A PARCEL OF LAND LOCATED IN THE WEST HALF OF SECTION 25, TOWNSHIP 25 NORTH, RANGE 1 WEST, W.M., KITSAP COUNTY, WASHINGTON, BEING THAT PORTION OF THOSE LANDS SURVEYED AND SHOWN ON THAT RECORD OF SURVEY RECORDED JUNE 15, 1996 IN BOOK 43 OF SURVEYS AT PAGE 92, KITSAP COUNTY RECORDS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 25; THENCE S0*59'01 W ALONG THE WEST LINE OF SAID SECTION 25 A DISTANCE OF 2649.15 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 25; THENCE S0*59'57 W A DISTANCE OF 662.19 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE S88*42'55 E ALONG THE SOUTH LINE OF SAID NORTH HALF A DISTANCE OF 175.00 FEET; THENCE N0*59'01 E A DISTANCE OF 1862.59 FEET; THENCE S88*42'55 E A DISTANCE OF 725.00 FEET; THENCE S0*59'01 W A DISTANCE OF 1862.59 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE S88*42'55 E ALONG SAID SOUTH LINE A DISTANCE OF 413.41 FEET; THENCE N1*07'50 E A DISTANCE OF 662.34 FEET; THENCE S88*40'20 E A DISTANCE OF 329.08 FEET; THENCE S1*09'14 W A DISTANCE OF 662.19 FEET; THENCE S88*41'54 E A DISTANCE OF 328.81 FEET; THENCE N1*10'37 E A DISTANCE OF 662.04 FEET; THENCE N1*02'08 E A DISTANCE OF 994.35 FEET; THENCE N88*45'34 W A DISTANCE OF 657.32 FEET TO THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 25; THENCE S1*06'13 W ALONG SAID EAST LINE A DISTANCE OF 993.44 FEET; THENCE N88*40'20 W A DISTANCE OF 45 FEET; THENCE N1*06'1 E PARALLEL WITH AND 45 FEET PERPENDICULARLY FROM THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 25, A DISTANCE OF 2649.38 FEET TO THE NORTH LINE OF SAID SECTION 25; THENCE N88*44'01 W ALONG SAID NORTH LINE A DISTANCE OF 1275.47 FEET TO THE POINT OF BEGINNING. AND EXCEPT ANY PORTION LYING WITHIN THAT PROPERTY DESCRIBED AS SCHOOL TRACT IN SURVEY RECORDED IN VOLUME 43, PAGES 91 THRU 9 OF SURVEYS, RECORDS OF KITSAP COUNTY, WASHINGTON.

In Section 26 Township 25N Range 1N

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 25 NORTH, RANGE 1 WEST, W.M., KITSAP COUNTY, WASHINGTON; EXCEPT THE WEST HALF OF THE WEST HALF OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER.

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## Don Burger

**From:** Kevin M. Howell [KMHowell@co.kitsap.wa.us]
**Sent:** Wednesday, January 28, 2009 10:56 AM
**To:** Elizabeth Ratliff; Terri Lyman; Chip Faver; Martha Droge; Matt Keough
**Subject:** Re: Newberry Hill Exchange LETTER OF INTENT

Matt;

The changes you mention to the LOI are completely legitimate and I have no problems with them.

KH

>>> Matt Keough 1/27/2009 5:04 PM >>>
Kevin "et all",

Following up on Chip's direction and fresh email, the Letter of Intent between DNR and County Parks is progressing. Chip intends to share it with the BOCC tomorrow morning (Wednesday). If protocol suggest e-review, I will ask Chip to coordinate with Terri or Elizabeth in my absence. It has already benefitted from Kevin's first review - thank you all.

Kevin, There are three substantive changes since you last reviewed this: 1) Specification of a review appraisal (as RCO requires us to have one), by an independent third party; 2) Stipulation that the County and DNR will enter into the reconveyance process as soon as possible after the exchange is completed, and; 3) Matt Keough is listed as the County's contact on this project.

Finally, in response to Kevin's concern about DNR timeline, see Section 16 - a very tight time line to complete the exchange by June 30. Brad Pruitt is on good faith, on the job now, discussing setting up meetings with the County and the Kitsap Rifle and Revolver Club, as they are tenants on the land now.

Hope getting this arrangement in place goes smoothly in your all's hand - see you when I am back in the office on Monday.

MFK

Matthew F. Keough
Parks Planning Project Manager
Kitsap County Parks and Recreation
614 Division Street, MS-1
Port Orchard, WA 98366

(360) 337-5357
mkeough@co.kitsap.wa.us

## Don Burger

**From:** rickfackler@comcast.net
**Sent:** Wednesday, January 28, 2009 8:52 PM
**To:** Chip Faver; Martha Droge; Matt Keough
**Cc:** Kevin M. Howell; BRAD PRUITT

Hi, Matt

I am just now going through my email and phone messages, as I have been ill in bed today. I have also sent Cindy Neff's email to you at the County. DNR is aggressively pursuing the exchange, with the expectation of completing the transaction by the end of the State's fiscal year. I would advise letting Leslie Ryan-Connelly at RCO know what is going on with this project, and keeping her in the loop as it progresses. A new deed of right will have to be filed concurrently with the exchange, with a legal description for lands totaling the grant value. I believe it is 305 acres. The grant was from the Urban Wildlife Habitat program, so the property included should exclude and lands which are developed (like the gun club lease area) and areas which may in the future be developed for active recreational;l purposes. There are large wet areas, which serve habitat well, so there should be plenty of land for the deed restrictions without compromising future park use development. But some thou ght needs to go into it, and a legal description must be written. Leslie should be a big help on this issue.

Per the letter of intent, the County will hire the appraiser. Steve Shapiro on Bainbridge is ready to go, but he needs to know as soon as possible, as he must retain a timber cruiser to establish timber value before he can begin his work. In response to Kevin's question about cost, I would anticipate the cost of the timber cruise and appraisal of the lands (State and County) involved to cost in the neighborhood of $20,000.00. The review appraisal could cost as much as $5,000.00 (on the high end). You should line up the reviewer as soon as possible, as well. Jim Nowadnick has a office across the street from Steve, and he is good. If he is available, I recommend using him.

Rick
---------- Forwarded Message: ----------
From: "PRUITT, BRAD (DNR)" <BRADFORD.PRUITT@dnr.wa.gov>
To: "NEFF, CINDY (DNR)" <CINDY.NEFF@dnr.wa.gov>, <rickfackler@[redacted]>
Date: Tue, 27 Jan 2009 21:27:18 +0000
> Rick, I left a message on your phone. Please work with Cindy Neff
> (360-902-1009) to set up a meeting.
>
> We need to get the parties together to discuss appraisal instructions,
> stakeholder notification (including gun club, neighbors, and other
> parties), public hearing and meeting, timelines and milestones,
> ect.....to get the exchange on track for a June 09 closing.
>
> Please see Cindy's e-mail address above. I have asked her to set up a
> meeting the week of February 2 (next week). She needs e-mail
> addresses for folks on the Kitsap side that need to be there. It is
> critical that we have this meeting as soon as possible given all the
> work that needs to be accomplished on meet the current time frames.
>
> We'll have our Chief appraiser, me (Project Manager), Bob Winslow (Oly
> exchange program), and Cindy (Technician) present.
>
> Thanks, Brad
>

## Don Burger

**From:** DNR [BRADFORD.PRUITT@dnr.wa.gov]
**Sent:** Tuesday, January 27, 2009 1:27 PM
**To:** rickfackler@comcast.net; CINDY (DNR) NEFF
**Attachments:** Header

Rick, I left a message on your phone. Please work with Cindy Neff (360-902-1009) to set up a meeting.

We need to get the parties together to discuss appraisal instructions, stakeholder notification (including gun club, neighbors, and other parties), public hearing and meeting, timelines and milestones, ect.....to get the exchange on track for a June 09 closing.

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We'll have our Chief appraiser, me (Project Manager), Bob Winslow (Oly exchange program), and Cindy (Technician) present.

Thanks, Brad

## Don Burger

**From:** rickfackler@[redacted]
**Sent:** Wednesday, January 28, 2009 8:52 PM
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**Cc:** Kevin Howell; BRAD PRUITT

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Per the letter of intent, the County will hire the appraiser. Steve Shapiro on Bainbridge is ready to go, but he needs to know as soon as possible, as he must retain a timber cruiser to establish timber value before he can begin his work. In response to Kevin's question about cost, I would anticipate the cost of the timber cruise and appraisal of the lands (State and County) involved to cost in the neighborhood of $20,000.00. The review appraisal could cost as much as $5,000.00 (on the high end). You should line up the reviewer as soon as possible, as well. Jim Nowadnick has a office across the street from Steve, and he is good. If he is available, I recommend using him.

Rick
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> exchange program), and Cindy (Technician) present.
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> Thanks, Brad
>

## Don Burger

**From:** Martha Droge [MDroge@co.kitsap.wa.us]
**Sent:** Thursday, January 29, 2009 8:53 AM
**To:** rickfackler@comcast.net
**Cc:** Matt Keough
**Subject:** Re:

Hi Rick  Sorry to hear you are ill -- hope you are feeling better.

I just wanted to let you know that we've received your email in Matt's absence and will move ahead accordingly.

Thanks!  Martha

Martha J. Droge, AICP, ASLA, LEED AP
Park Projects Coordinator
Kitsap County Dept. of Parks & Recreation
614 Division Street MS-1
Port Orchard, WA 98366
360.337.5361 (o)
MDroge@co.kitsap.wa.us

>>> < rickfackler@[redacted] > 1/28/2009 8:52 PM >>>
Hi, Matt

I am just now going through my email and phone messages, as I have been ill in bed today. I have also sent Cindy Neff's email to you at the County. DNR is aggressively pursuing the exchange, with the expectation of completing the transaction by the end of the State's fiscal year. I would advise letting Leslie Ryan-Connelly at RCO know what is going on with this project, and keeping her in the loop as it progresses. A new deed of right will have to be filed concurrently with the exchange, with a legal description for lands totaling the grant value. I believe it is 305 acres. The grant was from the Urban Wildlife Habitat program, so the property included should exclude and lands which are developed (like the gun club lease area) and areas which may in the future be developed for active recreational;l purposes. There are large wet areas, which serve habitat well, so there should be plenty of land for the deed restrictions without compromising future park use development. But some thou ght needs to go into it, and a legal description must be written. Leslie should be a big help on this issue.

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Rick
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>
> We'll have our Chief appraiser, me (Project Manager), Bob Winslow (Oly
> exchange program), and Cindy (Technician) present.
>
> Thanks, Brad
>

## Don Burger

**From:** DNR [BRADFORD.PRUITT@dnr.wa.gov]
**Sent:** Thursday, January 29, 2009 3:05 PM
**To:** Chip Faver; Kevin Howell; Martha Droge; Matt Keough
**Cc:** rickfackler@comcast.net; CINDY (DNR) NEFF; JULIE (DNR) SANDBERG; ROBERT (DNR) WINSLOW; STEPHEN (DNR) SAUNDERS
**Subject:** RE: Request to schedule a meeting next week, Feb 2-6, forKitsap Exchange
**Attachments:** Exchange Checklist with hyperlinks.doc; Kitsap Exch 7-16-08.pdf; kitsap rifle and revolver.doc

It looks like Cindy is doing a great job setting a meeting date for us to meet next week. Thanks for your cooperation and willingness to schedule this since the timeline the land exchange is very tight. I have asked Cindy to forward a timeline identifying key milestones and tasks needing to be done to facilitate the exchange. The content of that timeline is what I plan as our agenda (finalizing the letter of intent, appraisal, appraiser, appraisal instructions, process of balancing the exchange, stakeholder planning [involving the public, elected officials, and interested parties], working with partners, issues (county plan for the Gun Club, ....), preliminary title and title insurance, public meeting requirement, Board of Natural Resources approval, closing.

DNR forwarded a Draft Letter of Intent for the transaction on January 23rd. We sent that document as a draft to expedite the transaction. After reviewing it again, we'd like to make the following changes to that draft in order to better meet the projected May 09 deadline:

1. For Exhibits A and B have Section Subdivision column and write abbreviated legal for clarity of portion of the section being conveyed. Add Twn and Rge to K2 entry.
2. Under 4.0 shorten this time period to 30 days to provide ample time for appraiser to have in hand to wrap up their report.
3. Under 4.2 shorten this time period to 30 days to provide ample time for appraiser to have in hand to wrap up their report.
4. Change 6.0 to ortho images versus aerial photos.
5. For 7.0 State will need a total of 4 paper copies ( for the project manager in region, PAS2 in Olympia, review timber appraiser, and review land appraiser).
6. For 14.1 change date to 2009 for timber harvest.
7. Adjust timeline milestones as needed to best meet deadline.
8. On timeline change to read: "Board of Natural Resources decision requested".

Hopefully we can wrap the language of the letter of intent at our meeting next week. I've added the lease document for the Kitsap Rifle and Revolver Club for your review. I've also added our land exchange checklist we will follow to complete the land exchange. As you can see there is a lot to do in very little time.

Thanks again for working with Cindy to get a meeting date identified as soon as possible. This is critical for planning resources to complete tasks.

See you soon,

Brad Pruitt, Asset Manager
South Puget Sound Region
(360) 584-5037

**From:** Kevin Howell [mailto:kmhowell@co.kitsap.wa.us]
**Sent:** Thursday, January 29, 2009 11:42 AM
**To:** Chip Faver; Martha Droge; Matt Keough; NEFF, CINDY (DNR)
**Cc:** rickfackler@comcast.net; PRUITT, BRAD (DNR); WINSLOW, ROBERT (DNR)
**Subject:** Re: Request to schedule a meeting next week, Feb 2-6, forKitsap Exchange

At this point I can pretty much adjust to any of the times suggested by Cindy. Just let me know what time block to set aside and thanks.

Kevin M. Howell
Deputy Prosecuting Attorney for Kitsap County
Civil Division
614 Division Street, MS-35A
Port Orchard, WA 98366
Email: kmhowell@co.kitsap.wa.us
Phone: (360) 337-7268
Fax: (360) 337-7083

>>> "NEFF, CINDY (DNR)" <CINDY.NEFF@dnr.wa.gov> 1/29/2009 11:21 AM >>>
11:15 am, Thurs, Jan 29,

RE: Kitsap Exchange

Hello Matt and others,

DNR Project Manager Brad Pruitt has asked me to schedule a meeting this next week (Feb 2-6) with Kitsap County's exchange participants.

We have five people attending on our end. DNR Chief Appraiser Greg Richards will be on vacation the next two weeks. However, he has agreed to come into the Olympia office (or teleconference) to meet with you.

Brad has asked me to schedule a 2.5 hour meeting on one of the following days. Our appraiser will already be in the office on Monday, Feb. 2, and would be available for a 1:00 pm session if that meets for your group.

Monday, Feb 2 - afternoon only, beginning at 1:00 pm
Wednesday, Feb 4 - all day
Thursday, Feb 5 - morning only
Friday, Feb 6 - all day

Please let me know which, if any, of these days works for whomever will be attending for Kitsap. My phone and email information is below.

If Kitsap has specific agenda items you'd like to discuss, please let me know and I'll do my best to organize all necessary documents in advance.

I believe Brad wanted to discuss a joint stakeholder plan. I've reattached a blank copy which I emailed earlier this week in case you want to get started.

Thanks very much, and I look forward to hearing from you.

Cindy Neff
Asset Planning & Transactions
Dept. of Natural Resources

1111 Washington Ste SE
PO Box 47014, Olympia, WA 98504
360-902-1009 (office)
360-902-1789 (fax)
cindy.neff@dnr.wa.gov

**TRUST LAND EXCHANGE 86-_____**
**Name** _____
**Regions** _____
**Counties** _____
**Trusts** _____
**Program/Project Code(s)** _____

**TYPE**
___ Forest
___ Commercial/Transition
___ Agriculture
___ Combination exchange & purchase
___ Other: _____

Note: These steps are described sequentially for clarity, but in actual practice may not be completed in this order. Blue indicates a link to a form. Green is a link to instructions. Orange is a link to a reference source.
*(To refresh colors, close this form and re-open it.)*

## PRELIMINARY PROPOSAL

**DATE/Notes**

Discuss concept with:
- Exchanger _____
- Region(s) _____
- Division(s) _____
- Executive Mgmt _____

Prepare preliminary proposal _____
- Include initial economic assessment
- Check region asset inventory

Present recommendation to Div Mgmt _____
- *(May also present to Exec/AMC)*

Sign prospectus (Region & Div Mgmt) _____
Request project code _____
Begin stakeholder plan _____
Prepare letter of intent (LOI) _____
- Includes initial parcel list
- Includes reimbursement arrangements

Send LOI to Exchanger for signature _____
Send LOI to Division Manager for signature _____
Send signed LOI to Exchanger _____
Date of LOI_____

## PROPERTY REVIEW

Request GIS ownership coverage _____
Add parcels to intranet transactions map _____
Prepare parcel envelopes _____
Acquire maps & photos:
- Aerial _____
- Ortho _____
- 100K (quad) _____
- USGS _____
- Other_____ _____

Acquire reports and program reviews:
- State title search & file number _____
- Legal descriptions – State _____
- Title report for Exchanger's lands _____
- Legal descriptions – Exchanger _____
- TRAX _____
- P & T Special Concerns _____
- Soils _____
- Watersheds/ROS/Slope _____
- Stand inventory – Private _____
- Stand inventory – State _____
- Forest Practices applications _____
- FP/HCP buffers _____
- Stream types & miles _____
- Navigability _____
- Sensitive species (animals) _____
- Owl Mgmt/circles _____
- Natural Heritage (plants) _____
- Cultural resources (OAHP) _____
- Water rights (DOE) _____

- Mineral potential/other geologic issues _____
- Genetic/Research plots assessments _____
- Silviculture/Reforestation assessment _____
- Sustainable Harvest assessment _____
- HCP assessment _____
- Forest products assessment _____
- Rights of Way assessment _____
  - Granted _____
  - Appurtenant _____
- Road conditions/RMAPs _____
- Leasing assessment _____
- Communication Sites assessment _____
- Real Estate (Com'l/HBU) assessment _____
- Trespass assessment _____
- Environmental inspection _____
- Other_____ _____

Determine HCP designations _____
Initiate title clearing _____
Assess intergrant needs & determine parcels _____
Discuss issues with appropriate regions, programs _____
Document resolution of issues _____

## COMMUNICATION/PUBLIC MEETING/PUBLIC HEARING

Complete stakeholder plan _____
*(plan should include notifying all affected regions , divisions, the AAG, government officials ,and any other interested parties, both internal and external)*
Obtain approvals for plan, as needed _____
Implement plan _____
- Document contacts made and methods used _____
- Document responses _____

Plan public meeting or workshop _____
- Date of meeting _____
- Make arrangements _____
  *(see* public hearing checklist *for instructions and forms links)*
- Send mailed notices _____
- Update website _____
- Send newspaper advertisements _____
- Send media release _____

Summarize comments _____
Send response letters as needed _____
Plan public hearing _____
*(allow at least two weeks between meetings & hearings)*
- Date of hearing _____
- Make arrangements _____
  *(see public hearing checklist)*
- Send mailed notices _____
- Update website _____
- Send newspaper advertisements _____
- Send media release _____

Summarize testimony _____
Send response letters as needed _____

## VALUATION

Complete investment analysis _____
Complete appraisal request form _____
Prepare bid packets for contractor(s) _____
Award contract(s) _____
Timber cruise due date & contractor _____
Appraisal due date & contractor _____
Review appraisal completed _____

Exchange

## NEGOTIATION/AGREEMENT

Balance exchange _____
*(Include costs to be reimbursed)*
Finalize parcel list _____
Prepare AAG work request _____
Prepare draft exchange agreement _____
Negotiate terms with exchanger _____
Send to AAG for review & approval _____
Send to Surveyor for legal description stamp _____
Prepare additional agreements: _____
_____ _____
_____ _____
Send two original agreements to Exchanger for signature _____
Send final agreements to Commissioner for signature _____
Return one signed original to Exchanger _____
Send notices required by exchange agreement terms _____

## BOARD OF NATURAL RESOURCES

Prepare:
Proposal _____
Board Map _____
Resolution with exhibits _____
Presentation slides _____
Script _____
Route Board packet *(see Board Routing Slip)* _____
Present at division Board review _____
Present at executive Board review _____
Send notice to legislative districts _____
District map
Send notice to county officials _____
Send packets to Board secretary _____
*(see Board Doc distribution form)*
Date of Board meeting _____
Notify Exchanger of decision _____
Notify regions and divisions of decision _____

## CLOSING

Complete exchange agreement obligations _____
Prepare state quitclaim deeds *(one for each county)* _____
*(see Exchange Deed Processing for detailed instructions)*
Prepare additional agreements needed to close _____
List:_____
_____
_____
*(should be described in exchange agreement)*
Prepare invoice for any unpaid reimbursements _____
Note: if exchange continues beyond one fiscal year, bill for costs-to-date at the end of each fiscal year, as long as this is consistent with the LOI terms. See procedure.

*For in-house closings:*
Send deed and closing packet to Exchanger _____

*For escrow closings:*
Send packet to escrow, including: _____
Cover letter _____
Copy of exchange agreement _____
Escrow instructions _____

Review final title _____
Approve Exchanger's deeds _____
Complete Continuing Forestry Obligation _____
*(for forest parcels)*

*For escrow:*

Review closing documents prepared by escrow agent _____

Complete A-19 for closing costs and other funds due _____

Complete wiring instructions letter _____

Submit all closing documents for signature _____

*Asst Mgr signs closing statement & wire letter*

*Proj Mgr signs other docs*

Return signed documents to escrow _____

Send wiring instructions letter to:

Finance Division & State Treasurer _____

*(Submit request no later than noon the day prior to closing)*

*For in-house closing:*

Prepare A-19 for recording fees to be paid by DNR

Send deeds to auditor for recording _____

*Include any other documents to be recorded with sufficient funds for recording*

Send recorded QC deed to Exchanger _____

Recording date(s) _____

**POST-CLOSING**

Notify regions and divisions of closing date _____

Issue media release if appropriate _____

Prepare ownership update maps ("vault plots") _____

Complete transaction summary _____

Ensure final documents are received from escrow _____

Acquire original warranty deed and title policy for deed file _____

Review title policy for accuracy _____

Acquire copy of recorded QC deed _____

Acquire other signed agreements _____

Organize transaction file (see filing guide) _____

Copy & distribute documents for updating department records

*(see notice of closed transaction & deed file checklist)* _____

Inform Title Office of previously encumbered parcels that are not part of the final transaction _____

Update division records

Board file _____

Completed Transactions database _____

HCP database _____

Annual Transactions GIS file _____

CAMS worksheet _____

Asset Management Council Reports _____

Land Accounts balance reports, *if applicable* _____

Cost Tracking report _____

Web-based reports/maps _____

Send file to Title Office _____

March 30, 2005

**TRUST LAND EXCHANGE 86-_____**
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**Counties** _____
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Cost Tracking report _____

Web-based reports/maps _____

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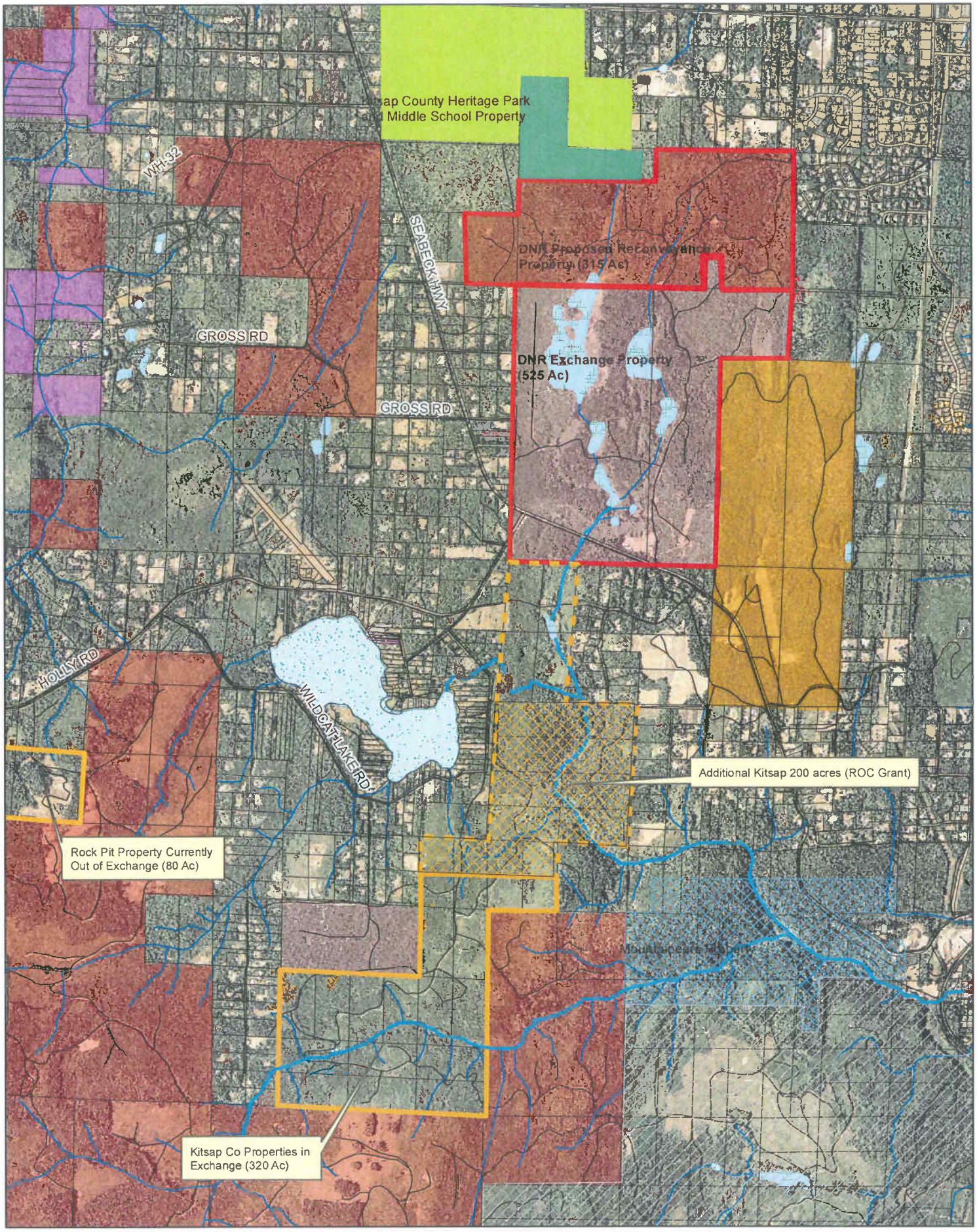
March 30, 2005

# Kitsap/DNR Exchange & Reconveyance



**STATE OF WASHINGTON**
**DEPARTMENT OF NATURAL RESOURCES**
**DOUG SUTHERLAND, Commissioner of Public Lands**

# SPECIAL USE LEASE

**Lease No. 60-B068979**

BY THIS LEASE (hereinafter "Agreement"), the STATE OF WASHINGTON, Department of Natural Resources, (hereinafter "State") leases to KITSAP RIFLE AND REVOLVER CLUB (hereinafter "Lessee") the premises in Kitsap County, Washington, the legal description of which is set forth in Exhibit 1A, upon the terms and conditions and for the consideration enumerated herein. Said premises and rights leased hereby are hereinafter referred to as the "Premises".

## SECTION 1 OCCUPANCY

**1.01 Lease Term.** This Agreement shall commence on March 1, 2003 ("Commencement Date") and expire on February 27, 2018.

**1.02 No Warranty of Quiet Enjoyment.** State makes no warranty of quiet enjoyment of the Premises.

**1.03 Condition of Premises.** Lessee has had an opportunity to inspect Premises and enters into this Agreement solely in reliance on Lessee's own examination and not by reason of any representation by State. Premises are accepted in its present condition "AS IS WHERE IS". No reliance shall be placed on any opinion, material, or information provided by or through State, and Lessee does so at its own risk, cost and expense.

## SECTION 2 USE OF PREMISES

**2.01 Permitted Use.** For this Agreement, the following uses and no other uses are permitted:

| | |
|---|---|
| Intensive use and occupancy containing Lessee's improvements, roads, parking areas, open shooting range, targets, and associated infrastructure. | 8 Acres |
| Timberlands, wetlands and similar resource-oriented lands passively utilized by Lessee to provide buffer and safety zones for Lessee's shooting range. | 64.41 Acres |

In the event the Lessee desires a change in acreage or use, authorization must be obtained in advance and in writing from the State. Approval may be conditioned upon adjustment of the payment in accordance with changes in acreage or use.

## SECTION 3 PAYMENT

Payments made hereunder will be applied first to interest, then to outstanding or delinquent rent, leasehold tax and other charges owed, then to current rent, leasehold tax, and charges.

**3.01 Rent.** The Lessee shall pay to the State, at Olympia, Washington 98504, in advance, the required rent of $7,200.00 for the period of March 1, 2003 to February 27, 2004 and annually thereafter subject to adjustment under Subsection 3.06.

**3.02 Leasehold Tax.** Lessee shall pay to State, the leasehold tax as set forth in RCW Chapter 82.29A - Leasehold Excise Tax as may be amended. The tax shall be due and payable at the same time the rental charged herein is due and payable.

**3.03 No Counterclaim, Setoff, or Abatement of Rent.** Rent and all other sums payable by Lessee hereunder shall be paid without the requirement of prior notice or demand by State, and shall not be subject to any counterclaim, setoff, deduction or defense and without abatement. The obligations and liabilities of Lessee hereunder shall in no way be released, discharged or otherwise affected, except as expressly provided in Subsection 13.06 (Condemnation).

**3.04 Interest Charged for Past-Due Rent and Other Sums Owed.** Lessee shall pay interest at the rate of one percent (1%) per month (or at such higher rate as may be authorized by statute after the Commencement Date hereof), until paid, on rent or other sums owing under the terms of this Agreement commencing the date such rent or other sum is due and payable. In the event State pays any sum or incurs any expense which Lessee is obligated to satisfy or pay under this Agreement, or which is made on behalf of Lessee, State shall be entitled to receive reimbursement thereof from Lessee upon demand, together with interest thereon from the date of expenditure at the rate stated above.

**3.05 Late Charge for Failure to Pay.** In the event the Lessee fails to make any payment of rent due hereunder upon the date due, the State shall be entitled to collect from the Lessee a late charge equal to six percent (6%) of the amount of the delinquent payment. Any failure to pay rent or any amount specified in this Section 3, or any other amount to be paid by the Lessee under terms of this Agreement within thirty (30) days of the date due, shall be a material default hereunder by the Lessee and such default shall entitle the State to pursue all remedies specified in this Agreement, including the right to terminate this Agreement, though failure to exercise such right shall not be construed as a waiver of the right and thereafter pursue any remedies available at law or equity, including those contained in Chapter 59.12 RCW.

**3.06 Adjustment of Rent.** Beginning on the fifth anniversary of the Commencement Date, and at intervals of five (5) years thereafter (the "Adjustment Date"), a new annual rental will be established. In no event will the adjusted annual rental be less than the previous annual rental. Adjusted rental values established after the designated Adjustment Date shall be due retroactive to such Adjustment Date. The method for such adjustment shall be selected solely by the State from the following options:

(a) Increase of the current annual rent by the percentage increase in the United States Department of Labor, Bureau of Labor Statistics, "All Items" Consumer Price Index for All Urban Consumers ("CPI"), US City Average (1982-84=100), between the date five (5) years previous to the Adjustment Date and the Adjustment Date, i.e., adjusted rental amount equals current annual rent times CPI as of current Adjustment Date divided by CPI as of date five (5) years previous. In the event the CPI ceases to be published, the State may substitute such other comparable cost of living index as then may be in publication by a comparable governmental agency.

(b) Determination of fair market value of the Premises within six (6) months before or after the Adjustment Date through evaluation of pertinent market evidence by State lease administrator and/or other appropriate State personnel.

(c) Determination of fair market value of the Premises within six (6) months before or after the Adjustment Date through formal appraisal by State's appraiser, certified general appraiser under contract with the State, or such other appraiser as may be agreed to by State. Such appraisal must be performed in accordance with the Uniform Standards of Professional Appraisal Practices (USPAP) as promulgated by the Appraisal Institute.

The market value will be determined exclusive of Lessee's improvements and as though ownership were in fee simple, not encumbered by lease.

Under (b) and (c) above, the new annual rental above shall be computed by multiplying the market value of the Premises by the then current Prime Rate as of the Adjustment Date plus 200 basis points (Prime Rate + 2.0%). The term "Prime Rate" shall mean the Prime Rate as published in The Wall Street Journal from time to time (or the average Prime Rate if more than one is published), any change in such Prime Rate to effect a change in the rate charged hereunder on the date of each such change. If The Wall Street Journal ceases to be published or ceases to publish a Prime Rate, then State shall designate another nationally recognized business publication which publishes such a rate or such rates which does, in the reasonable opinion of State, represent the "Prime Rate" as defined herein.

**3.07 Failure to Adjust Not Waiver.** Failure of State to adjust rent pursuant to Subsection 3.06 above at the end of any five (5) year period, shall not be a waiver by State of the right to adjust rent at the end of any subsequent five (5) year period. State shall retain the right, for so long as this Agreement remains in effect, to adjust rent as of the end of any five (5) year period, as though all prior adjustments had been made in accordance with the above provisions.

## SECTION 4 RESERVATIONS

**4.01 Compliance.** The State shall have access to the Premises at all reasonable times to determine and secure compliance with this Agreement. Failure to inspect or enforce compliance shall not be construed as a waiver of the State's right to declare a breach, nor relieve Lessee of any liability to the State for any breach of the terms, conditions, or requirements of this Agreement.

**4.02 Compatible Uses.** State reserves for itself, its successors and assigns, the right at all times for any purpose to cross and re-cross the Premises at any place or grade, to grant easements/licenses over or leases to the Premises, to sell, or otherwise dispose of minerals, coal, oil, timber, gas, or other valuable materials from the Premises insofar as the State's activities on the Premises and any grant of rights the State makes to any person or entity shall not unreasonably interfere with the activities permitted hereunder.

**4.03 Non-Default Termination.** State reserves the right to terminate this Agreement upon sixty (60) days' written notice in the event the State includes the Premises in a plan for higher and better use, land exchange or sale.

## SECTION 5 SPECIAL RESTRICTONS

### 5.01 Permits and Conformance With Laws.

(a) Lessee shall obtain all building permits and other required permits, licenses, permissions, consents, and approvals from governmental agencies or third parties in connection with this Agreement and Lessee's permitted use including construction of any improvements, changes, alterations, additions, repairs, maintenance to or replacement of the Premises, or for the conduct of any business upon the Premises at the sole cost and expense of Lessee. Copies of such permits, licenses, permissions, consents, and approvals shall be supplied to State on request.

(b) Lessee shall conform to all applicable laws, regulations, permits, orders, or requirements of any public authority affecting the Premises and the use thereof, and shall correct at the Lessee's own cost and expense any failure of compliance created through the Lessee's fault or by reason of the Lessee's use. In no event shall Lessee undertake or suffer any activity to be conducted upon the Premises which constitutes a nuisance or which is a threat to the health or welfare of the general public.

(c) Lessee shall cause all work on the Premises and all business conducted thereon during the term to be performed in accordance with all applicable laws and all directions and regulations of all governmental agencies and the representatives of such agencies having jurisdiction.

### 5.02 Other Restrictions on Use.

(a) Lessee shall cut no State timber or remove State-owned valuable material, without prior written consent of the State. Prior to State's authorization for the cutting of timber, or removal of valuable material, the Lessee must pay to the State the fair market value of the timber or valuable material, as determined by the State.

(b) Lessee shall take all reasonable precautions to protect the land and improvements on the Premises from fire, make every reasonable effort to report and suppress such fires as may affect the Premises, and shall be subject to applicable fire laws affecting the Premises.

(c) Lessee shall prevent accumulation of equipment parts or "bone yards" on the Premises.

(d) This Agreement does not convey rights to media uses, communication sites, or any use on the Premises other than those expressly stated in this Agreement.

**5.03 Habitat Conservation Plan.** The Premises are located within an area that is subject to State's Habitat Conservation Plan adopted in connection with Incidental Take Permit No. PRT-812521 (ITP) as supplemented by Permit No. 1168 (Collectively "ITP"). As long as the Habitat Conservation Plan remains in effect, Lessee and all persons acting under Lessee shall comply with the terms and conditions set forth in Exhibit 5A while operating on the Premises. State shall have the right to modify these terms and conditions from time to time to comply with the Habitat Conservation Plan, the ITP, the Endangered Species Act, the implementing regulations, and amendments thereto, or the requirements of the federal agencies administering these laws.

## SECTION 6 UTILITIES, TAXES, LIENS

**6.01 Utilities and Maintenance.** During the term of this Agreement, Lessee shall pay all expenses incurred by Lessee in the use, enjoyment, and operation of the Premises, including, but not limited to, utility charges and all costs of maintaining and repairing the Premises and all improvements thereon whether now existing or hereafter installed. Lessee shall indemnify and hold the State harmless against any loss, liability, or expense resulting from any failure of Lessee to pay all such charges when due.

**6.02 Taxes and Assessments.**

(a) Lessee shall pay during the term of this Agreement all taxes and other governmental charges of any kind applicable or attributable to the installation of Lessee owned improvements on the Premises, Lessee's leasehold interest therein, and Lessee's use and enjoyment thereof.

(b) Lessee shall pay its prorated share of all assessments that are legally required to be paid now or may be charged during the Agreement term to the Premises or Lessee owned improvements thereon. Lessee shall not cause or suffer the imposition of any assessment upon the Premises without the prior written consent of State. In the event any new assessment is proposed which affects the Premises, Lessee shall immediately notify State of such proposal after Lessee has knowledge or receives notice thereof. Any assessment upon the Premises shall be made in compliance with all applicable statutes, including, but not limited to, Chapter 79.44 RCW.

**6.03 Lessee Liens.** Lessee shall not suffer or permit any lien to be filed against the State's interest in the Premises, or improvements thereon by reason of work, labor, or services performed thereon or materials supplied to, by or through the Lessee. If any such lien is filed, Lessee shall cause the same to be discharged of record within thirty (30) days after the date of filing or creation of such lien unless other arrangements are authorized in

writing by the State in advance. Lessee shall indemnify the State for any costs, damages or expenses (including attorneys' fees and courts' costs) incurred as a result of such liens or in obtaining their discharge whether such costs, damages or expenses were incurred prior or subsequent to termination or cancellation of this Agreement.

## SECTION 7 LESSEES INDEMNITY; INSURANCE REQUIREMENTS

**7.01 Indemnity.** Lessee releases and shall indemnify and defend (with counsel acceptable to State) State, its employees, officers, and agents from and against any and all claims arising out of the use, occupation or control of the Premises by Lessee, its agents, and employees. A "claim" as used in this subsection means any claim of any nature whatsoever for penalties, financial loss, damages (including but not limited to bodily injury, sickness, disease or death, or injury to or destruction of property, land and other natural resources including the loss of use thereof), costs or expenses (including but not limited to attorney's fees), whether or not resulting in a suit or action or reduced to judgment. This release and the obligation to indemnify shall not be eliminated or reduced by the concurrent negligence of the State, its officials, employees, or agents, except as provided in this subsection. To the extent that RCW 4.24.115 applies, Lessee shall not be required to indemnify State from State's sole or concurrent negligence. Lessee waives its immunity under Title 51 to the extent it is required to indemnify the State herein.

**7.02 Insurance Requirements.** Lessee shall, at all times during the term of this contract at its cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of the contract at State's option.

All insurance and surety bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by the department's risk manager before the contract is accepted. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

State shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications:

1. Insurers subject to Chapter 48.18 RCW (admitted and regulated by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

2. Insurers subject to Chapter 48.15 RCW (surplus lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

Before starting work, Lessee shall furnish with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements

specified in the contract and, if requested, copies of polices to State. The certificate of insurance shall reference the State of Washington, Department of Natural Resources, and the lease number.

Lessee shall include all subcontractors as insured under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Lessee's liability or responsibility.

The State, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella, and property insurance policies.

All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by State.

Lessee waives all rights against State for recovery of damages to the extent these damages are covered by general liability or umbrella insurance maintained pursuant to this contract. All insurance policies must expressly waive any right of subrogation by the insurance company against the State and the State's officials, employees, and agents.

If Lessee is self-insured, evidence of its status as a self-insured entity shall be provided to State. If requested by State, Lessee must describe its financial condition and the self-insured funding mechanism.

By requiring insurance herein, State does not represent that coverage and limits will be adequate to protect Lessee, and such coverage and limits shall not limit Lessee's liability under the indemnities and reimbursements granted to State in this contract.

The limits of insurance, which may be increased by State, as deemed necessary, shall not be less than as follows:

**Commercial General Liability (CGL) Insurance**. Lessee shall maintain general liability (CGL) insurance covering claims for bodily injury, personal injury, or property damage arising on the property and/or out of Lessee's operations and, if necessary, commercial umbrella insurance with a limit of not less than $1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability arising out of premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract), and contain separation of insured (cross liability) condition.

**Employer's Liability ("Stop Gap") Insurance**. Lessee shall buy employers liability insurance, and, if necessary, commercial umbrella liability insurance with limits not less than $1,000,000 each accident for bodily injury by accident or $1,000,000 each employee for bodily injury by disease.

**Workers' Compensation Coverage**. Lessee shall comply with all State of Washington workers' compensation statutes and regulations. Workers' compensation coverage shall be provided for all employees of Lessee and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which exists out of or in connection with the performance of this contract. Except as prohibited by law, Lessee waives all rights of subrogation against State for recovery of damages to the extent they are covered by workers' compensation, employer's liability, commercial general liability, or commercial umbrella liability insurance.

If Lessee, subcontractor or sub-subcontractor fails to comply with all State of Washington workers' compensation statutes and regulations and State incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Lessee shall indemnify State. Indemnity shall include all fines, payment of benefits to Lessee or subcontractor or sub-subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees.

**Business Auto Policy (BAP).** Lessee shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than $1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense" as provided in the 1990 or later editions of CA 00 01. Lessee waives all rights against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

**Builders Risk Insurance**. If applicable, Lessee shall buy and maintain in force builders risk insurance on the entire work during the period construction is in progress and until completion of the project and acceptance by State. Such insurance shall be written on a completed form and in an amount equal to the value of the completed building, subject to subsequent modifications to the sum. The insurance shall be written on a replacement cost basis. The insurance shall name as insureds State, Lessee, and all subcontractors and sub-subcontractors in the work.

Insurance described above shall be written to cover all risks of physical loss except those specifically excluded in the policy, including loss or damage caused by collapse. Insurance described above shall cover the entire work at the site including reasonable compensation for architect's services and expenses made necessary by an insured loss. Insured property shall include portions of the work located away from the site but intended for use at the site, and shall also cover portions of the work in transit. The policy shall include as insured property scaffolding, falsework, and temporary buildings located at the site. The policy shall cover the

cost of removing debris, including demolition as made legally necessary by the operation of any law, ordinance or regulation.

Any deductible applicable to the insurance bought in compliance with the policy described above shall be identified in the contract documents and the responsibility for paying the part of any loss not covered because of application of deductible(s) shall be the responsibility of the Lessee. If any part of any loss is not covered because of the application of a deductible amount not identified in the contract documents, Lessee will pay such loss. Lessee shall buy and maintain boiler and machinery insurance required by contract documents or by law, covering insured objects during installation and until final acceptance by State. If testing is being performed, such insurance shall cover such operations. This insurance shall name as insureds State, Lessee, and all subcontractors and sub-subcontractors in the work.

## SECTION 8 WEEDS, HARMFUL SUBSTANCES

**8.01 Weed Control.** Lessee shall control all weeds on the Premises. Lessee shall be responsible for, or shall immediately reimburse State for, any all weed control cost incurred, as a result of Lessee's failure to control all weeds on said Premises.

Lessee shall prevent weed infestations by applying management practices which discourage their establishment or spread. The Lessee shall detect and control the invasion of new weeds. Weeds will be controlled using appropriate mechanical, biological and chemical treatments that meet the requirements of Washington State and Federal law.

Lessee shall use Integrated Pest Management (IPM) to control weeds. This means using a coordinated decision-making and action process that considers all weed management methods and strategies, and applies them in an environmentally and economically sound manner to meet weed management objectives. The elements of integrated pest management for weeds include:

a. Preventing weed problems;

b. Monitoring for the presence of weed species;

c. Establishing the density of the weed population (which may be zero) that can be tolerated;

d. Treating weed problems to reduce their populations below the tolerable threshold, using strategies that may include biological, cultural, mechanical, and chemical control methods, and that consider human health, ecological impact, feasibility and cost-effectiveness; and

e. Evaluating the effects and efficacy of weed control treatments.

**8.02 Hazardous, Toxic, or Harmful Substances.**

(a) Deleterious Material. Lessee shall not make, or suffer to be made, any filling in of the Premises or any deposit of rock, earth, ballast, refuse, garbage, waste matter, chemical, biological or other wastes, hydrocarbons, any other pollutants, or other matter within or upon the Premises, except as approved in writing by the State, or unless permitted by Subsection 2.01 (Permitted Use). If the Lessee fails to remove all nonapproved fill material, refuse, garbage, wastes or any other of the above materials from the Premises, the Lessee agrees that the State may, but is not obligated to, remove such materials and charge the Lessee for the cost of removal and disposal.

(b) Hazardous, Toxic, or Harmful Substances.

(1) Lessee shall not keep on or about the Premises, any substances now or hereinafter designated as or containing components now or hereinafter designated as hazardous, toxic, dangerous, or harmful, and/or which are subject to regulation as hazardous, toxic, dangerous, or harmful by any federal, state or local law, regulation, statute or ordinance (hereinafter collectively referred to as "Hazardous Substances") unless such are necessary to carry out Lessee's permitted use under Subsection 2.01 (Permitted Use) and unless Lessee fully complies with all federal, state and local laws, regulations, statutes, and ordinances, now in existence or as subsequently enacted or amended. Lessee shall:

(i) Immediately notify the State of: all spills or releases of any Hazardous Substance affecting the Premises; all failures to comply with any federal, state, or local law, regulation or ordinance, as now enacted or as subsequently enacted or amended; all inspections of the Premises by, or any correspondence, orders, citations, or notifications from any regulatory entity concerning Hazardous Substances affecting the Premises; and all regulatory orders or fines or all response or interim cleanup actions taken by or proposed to be taken by any government entity or private party concerning the Premises; and

(ii) On request, provide copies to the State of any and all correspondence, pleadings, and/or reports received by or required of Lessee or issued or written by Lessee or on Lessee's behalf with respect to the use, presence, transportation or generation of Hazardous Substances related to the Premises.

(2) Lessee shall be fully and completely liable to the State, and shall indemnify, defend, and save harmless State and its agencies, employees, officers, and agents with respect to any and all damages, costs, fees (including attorneys' fees and costs), penalties (civil and criminal), and cleanup costs assessed against or imposed as a result of Lessee's use, disposal, transportation, generation and/or sale of Hazardous Substances or that of Lessee's employees, agents, assigns, sublessees, contractors, subcontractors, licensees or invitees, and for any breach of this subsection.

## SECTION 9 ASSIGNMENTS

**Assignment.** Lessee shall not hypothecate, mortgage, assign, sublease, transfer, or otherwise alienate this Agreement ("Assignment"), or any interest therein, without the prior written consent of State, which consent shall not be unreasonably withheld. In granting any such consent under this clause State shall be entitled to consider, among other items, the proposed assignee's, sublessee's or transferee's financial condition, business reputation, business, and such other factors as may reasonably bear upon the suitability of the assignee, sublessee, or transferee as lessee of the Premises. If Lessee is a corporation, partnership, or other association, (1) the transfer of more than fifty percent (50%) of the ownership interest in such entity, or (2) the sale of all or substantially all of the assets of Lessee shall be deemed to constitute an "assignment" of this Agreement which requires consent of State. The consent of State to any one assignment shall not constitute a waiver of State's right to consent to subsequent assignments, nor shall consent of State to any one assignment relieve any party previously liable as Lessee from any obligations under this Agreement, who shall remain joint and severally liable as primary obligor and not as surety. The acceptance by State of the payment of rent following an assignment shall not constitute consent to any assignment and State's consent shall be evidenced only in writing. The State may require reimbursement for any additional administrative costs resulting from the assignment.

## SECTION 10 IMPROVEMENTS

**10.01 Authorized Improvements.** No improvement shall be placed on the Premises without the prior written consent of the State. Consent may be granted through this Agreement resulting in the State's approval of the authorized improvements listed herein as Exhibit 10A, or by written Letter of Authorization issued by the State.

**10.02 Plan Approval.** The plans or specifications for the construction of the authorized improvements listed on Exhibit 10A or authorized by Letter of Authorization issued by State, and for such changes or alterations, including amendments of such plans or specifications, shall be submitted to State for its approval.

**10.03 Ownership of Improvements.** During the Term of this Agreement, the improvements constructed by Lessee, including without limitation all additions, alterations and improvements thereto or replacements thereof and all appurtenant fixtures, machinery and equipment installed therein, shall be the property of Lessee. At the expiration or earlier termination of this Lease, all improvements and all additions, alterations and improvements thereto or replacements thereof and all appurtenant fixtures, machinery and equipment installed therein shall become the property of State, unless State requires their removal pursuant to Section 10.04 below. Throughout the term of this Agreement, Lessee shall not permit any claim of lien made by any mechanic, materialman, laborer, or other similar liens to stand against the Premises for work or labor done, services performed, or materials used or furnished to be used in or about the Premises for or in connection with any construction, improvements or maintenance or repair thereon made or permitted to be made by Lessee, its agents, or sublessees. Any liens, encumbrances or claims of third parties with respect to any of the foregoing, shall be expressly subordinate and subject to the rights of State under this Agreement.

**10.04 Condition at End of Lease.** Upon vacating the Premises on the termination date, Lessee shall leave the Premises and all improvements thereon in the state of repair and cleanliness required to be maintained by Lessee during the Term of this Agreement and shall peaceably surrender the same to State. At the option of State, Lessee shall at its sole expense remove all improvements constructed by Lessee upon the Premises and return the Premises to grade level free of all debris.

**10.05 Surety Bond.** A surety bond, certificate of deposit assignment, or letter of credit may be required by State to assure completion of construction or development of any improvements costing in excess of $2,500.

**10.06 Hold Harmless.** Lessee shall indemnify, defend and hold harmless State and the Premises from and against all claims and liabilities arising by virtue of or relating to construction of the authorized improvements or repairs made at any time to the authorized improvements (including repairs, restoration and rebuilding). Lessee shall regularly and timely pay any and all amounts properly payable to third parties with respect to such work and will maintain its books and records in the State of Washington, with respect to all aspects of such work and materials therefore, and will make them available for inspection by State or its representatives as requested.

**10.07 Permits; Compliance with Codes.** Lessee shall cause all work on the Premises during the Term to be performed in accordance with all applicable laws and all directions and regulations of all governmental agencies and the representatives of such agencies having jurisdiction. Lessee is responsible, at Lessee's sole cost and expense, to cause the authorized improvements and the Premises to comply with all applicable governmental laws, statutes, rules, regulations and/or ordinances that apply to the Premises during the Agreement Term, whether now in effect, or hereinafter adopted or enacted.

**10.08 State's Repairs.** State shall not be required or obligated to make any changes, alterations, additions, improvements, or repairs in, on, or about the Premises, or any part thereof, during the term of this Agreement.

**10.09 Lessee's Repairs, Alteration, and Maintenance.** Lessee shall, at its sole cost and expense, keep and maintain the Premises and all improvements thereon and all facilities appurtenant thereto (regardless of ownership) in good order and repair and safe condition for the safe conduct of any activities or enterprises conducted on the Premises pursuant to this Agreement, and keep and maintain the whole of the premise, including all improvements in a clean, sanitary and attractive condition.

## SECTION 11 ROADS (NOT APPLICABLE)

## SECTION 12 DEFAULT AND REMEDIES

**12.01 Default.** In the event of any material breach of any provision of this Agreement by Lessee, the breach, after expiration of any grace period as provided in this subsection, shall be

deemed a default entitling State to cancel this Agreement and seek any other remedies set forth in this Agreement or otherwise available at law or equity. State shall deliver to Lessee notice of the breach and a demand that the same be remedied immediately. Lessee shall not be in default if the breach pertains to the payment of money and Lessee cures the breach within thirty (30) days of receipt of the notice, or if the breach pertains to a matter other than the payment of any monies due under this agreement, Lessee shall after receipt of the notice promptly commence to cure the breach and shall cure the breach within forty-five (45) days after receipt of the notice. If such breach is non-monetary in nature, and, as determined by State, is not reasonably susceptible of being cured in said forty-five (45) days (provided that the lack of funds, or the failure or refusal to spend funds, shall not be an excuse for a failure to cure), Lessee shall commence to cure such breach within said period and diligently pursue such action with continuity to completion. If Lessee fails to cure a default, all Lessee owned improvements shall at the option of State, be removed by Lessee, be removed by State at the cost to Lessee, or become the property of State.

**12.02 Reentry.** In the event of any default by Lessee, State shall have the right, with or without canceling the Agreement, to reenter the Premises and remove all persons and property from Premises and take whatever actions may be necessary or advisable to relet, protect or preserve the Premises. Any property so removed may be stored in a public warehouse or other suitable place or otherwise disposed of in State's discretion at the expense and for the account of Lessee. State shall not be responsible for any damages or losses suffered by Lessee as a result of such reentry, removal, storage or other disposition, and no such action shall be construed as an election to terminate this Agreement unless a written notice of termination is given to Lessee.

**12.03 Termination of Agreements.** Whether or not State elects to terminate this Agreement on account of any default by Lessee and subject to any non-disturbance and attornment agreements, if any, State shall have a right to terminate any and all subleases, licenses, concessions or other arrangement for possession affecting Premises. Alternatively, State, in its sole discretion, may succeed to Lessee's interest in such sublease, license, concession or arrangement, and Lessee shall have no further right to or interest in the rent or other consideration receivable thereunder.

**12.04 Survival.** All obligations of Lessee to be performed prior to the expiration or earlier termination shall not cease upon the termination or expiration of this Agreement and shall continue as obligations until fully performed. All clauses of this Agreement that require performance beyond the termination or expiration date shall survive the termination or expiration date of this Agreement. Upon expiration or earlier termination of this Agreement, the rights of Lessee and of all persons, firms, corporations, and entities claiming under Lessee in and to the Premises and all improvements hereon, unless specified otherwise in this Agreement, shall cease.

**12.05 State's Right to Cure Defaults.** If Lessee fails to perform and is in default of any undertaking or promise contained herein, the State shall have the option, but is not obligated, to make such performance after giving ten (10) days written notice to the Lessee. The State's costs and expense to correct Lessee's failure to perform shall be reimbursed by Lessee and shall be immediately due and payable, together with interest accruing from the date such cost or expense is incurred.

**12.06 Remedies Cumulative.** The specified remedies to which the State may resort under the terms of this Agreement are cumulative and are not intended to be exclusive of any other remedies or means of redress to which State may lawfully be entitled in case of any breach or threatened breach by Lessee of any provision of this Agreement.

**12.07 Nonwaiver.** Waiver by the State of strict performance of any provision of this Agreement shall not be a waiver of nor prejudice the State's right to require strict performance of the same provision in the future or of any other provision. The acceptance of performance, rent, or any other sum owing, by State following a breach by the Lessee of any provision of this Agreement shall not constitute a waiver of any right of the State with respect to such breach and State shall be deemed to have waived any right hereunder only if State shall expressly do so in writing.

**12.08 Force Majeure.** The Lessee's failure to comply with any of the obligations under this Agreement shall be excused only if due to causes beyond Lessee's control and without the fault or negligence of the Lessee, including acts of God, acts of the public enemy, acts of any government, fires, floods, epidemics and strikes.

**12.09 Insolvency of Lessee.** If the Lessee becomes insolvent, a receiver is appointed, or Lessee's interest is transferred by operation of law by reason of insolvency, the State may terminate this Agreement at its option. Insolvency as used herein will mean the inability of the Lessee to meet its monetary obligations under this Agreement as they come due.

## SECTION 13 GENERAL PROVISIONS

**13.01 Governing Law.** This Agreement shall be construed, interpreted and enforced pursuant to the laws of the State of Washington. Venue shall be in Thurston County. The terms of this Agreement shall be given their ordinary meaning and shall not be presumed construed in favor of or against either party hereto.

**13.02 No Partnership.** The State is not a partner nor a joint venturer with the Lessee in connection with the activities conducted and business carried on under this Agreement, and the State shall have no obligation with respect to the Lessee's debts or other liabilities.

**13.03 Lessee's Authority.** Persons executing this Agreement on behalf of Lessee represent that they are authorized to do so and represent and warrant that this Agreement is a legal, valid, and binding obligation on behalf of Lessee, and is enforceable in accordance with its terms.

**13.04 State's Authority.** This Agreement is entered into by State pursuant to the authority granted by statute and the Constitution of the State of Washington. The terms and conditions hereof are subject to such statutory and constitutional provisions as may be now in effect and such provisions which do not impair the contractual rights of Lessee under this Agreement which may lawfully be enacted subsequent to the date of this Agreement.

**13.05 Preservation of Markers.** Lessee shall not destroy any land survey corner monuments and reference points (including but not limited to corner markers, witness objects, or line markers) without prior written approval from the State, which shall not be unreasonably withheld. Monuments or reference points that must necessarily be disturbed or destroyed during construction or operations must be adequately referenced and replaced, at the Lessee's cost, under the direction of a State of Washington Professional Land Surveyor, in accordance with all applicable laws of the State of Washington, including but not limited to RCW 58.24, and all relevant Department of natural Resources regulations.

**13.06 Condemnation.** If all of the Premises are taken by any lawful authority under the power of eminent domain for a period which will end on or extend beyond the expiration of the term of this Agreement, this Agreement terminates as of the date the condemner takes possession. If part of the Premises is taken by any lawful authority under the power of eminent domain for a period which will end on or extend beyond the expiration of the term of this Agreement, the State or Lessee may choose to terminate this Agreement as of the date the condemner takes possession. If either the State or Lessee elects to terminate this Agreement, the rents or other charges to be paid by Lessee will be apportioned by the State and paid by the Lessee to the date of taking. If neither the State nor Lessee elects to terminate this Agreement, the rent will be reduced in the same proportion that the value of the portions of the site to be taken bears to the value of the entire site as of the date condemner takes possession.

If the taking is for a period which will end on or extend beyond the expiration of the term of this Agreement, Lessee will have no claim or interest in or to any award of damages for the whole or partial taking of the site, except that the Lessee will be entitled to an amount equal to the fair market value of any improvements as of the date of taking (except trade fixtures) considered by this Agreement to be owned by the Lessee taken by the condemner.

If temporary use of all or part of the site is taken by any lawful authority under the power of eminent domain for a period ending before the expiration of the term, this Agreement will continue in full force and Lessee will be entitled to receive any award from the condemner for the use of all or part of the Premises.

The State and Lessee will give to the other immediate written notice of any proceedings with respect to a condemnation and of any intentions of any authority to exercise the power of eminent domain.

**13.07 Interpretation and Numbering.** This lease has been submitted to the scrutiny of all parties hereto and their counsel if desired, and shall be given a fair and reasonable interpretation in accordance with the words hereof, without consideration or weight given to it being drafted by any party hereto or their counsel. Section and subsection numbers, headings, or titles are for convenience only and are not to be construed to limit or to extend the meaning of any part of this lease.
Section and subsection numbers may be omitted or out of sequence because of inclusion or exclusion of sections or subsections in this lease at the option of the State. Cross references to sections or subsections that are not included in this lease should not be construed as material references.

**13.08 Time of Essence.** Time is expressly declared to be of the essence of this Agreement and each and every covenant of Lessee and the State hereunder.

**13.09 Amendments**. Any amendments, revisions, supplements, or additions to this Agreement or the attached exhibits shall be made in writing executed by the parties hereto, and neither State nor Lessee shall be bound by verbal or implied agreements. Such changes may be made by re-execution of the signature page and the deletion and addition of the appropriate new effective pages or exhibits governing the change, if any.

**13.10 Entire Agreement.** This written Agreement or its successor or replacement contains the entire agreement of the parties hereto with respect to the matters covered hereby, and no other agreement, statement or promise made by any party hereto, or to any employee, officer or agent of any party hereto, which is not contained herein, shall be binding or valid.

**13.11 Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent prove to be invalid, unenforceable, void, or illegal, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall be not affected thereby, and each term and provision of this Agreement shall be valid and be enforced as written to the fullest extent permitted by law.

**13.12 Attorney Fees.** If either party brings suit or submits to an alternative dispute process to interpret or enforce any provision of the agreement, the prevailing party shall be entitled to reasonable attorney fees, paralegal fees, accountant and other expert witness fees and all other fees, costs and expenses actually incurred in connection therewith, including those incurred on appeal, in addition to all other amounts provided by law, regardless of whether the matter proceeds to judgment or is resolved by the defaulting party curing the default.

**13.13 Notices and Submittals.** Any notice or submittal given under this Agreement shall be deemed as received when delivered by hand or five (5) days after deposit in the United States mail with first-class postage affixed, addressed as noted. Changes of address may be given in accordance with this section. Any notice or submittal given under this Agreement shall be:

To the State:

Where Agreement provisions require submittal to State office:
Department of Natural Resources
Product Sales and Leasing Division
P.O. Box 47061
Olympia, WA 98504-7061

Where Agreement provisions require submittal to the State at its Region office:

Department of Natural Resources
South Puget Sound Region Region
950 Farman Avenue North
Enumclaw, WA 98022

To the Lessee at the address affixed with signature or Lessee's last known address.

**13.14 Exhibits.** This agreement is subject to the terms and conditions of exhibits referenced herein, which are attached hereto and by this reference made a part hereof.

Exhibits: 1A - Legal Description and Encumbrances, 5A - HCP Requirements, 10A - Authorized Improvements

KITSAP RIFLE AND REVOLVER CLUB

Dated: _____, 20____.

_____
BRAD SMITH, PRESIDENT

Address: 4900 Seabeck Hwy NW
Bremerton, WA 98312

Phone: (360) 373-1007

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: _____, 20____.

_____
ART TASKER,
South Puget Sound Region Manager

Approved as to form this
27 day of February, 2003
Jim Schwartz, Assistant Attorney General

**NOTARIAL CERTIFICATE**
**ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY**

STATE OF WASHINGTON )
) ss.
COUNTY OF KITSAP )

I certify that I know or have satisfactory evidence that Brad Smith is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he authorized to execute the instrument, and acknowledged it as the president of Kitsap Rifle and Revolver Club to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

(Seal or Stamp)

_____
NOTARY PUBLIC in and for the
State of _____
My appointment

**NOTARIAL CERTIFICATE**
**ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY**

STATE OF WASHINGTON )
) ss.
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Art Tasker is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he authorized to execute the instrument, and acknowledged it as the Region Manager of Washington State Department of Natural Resources, South Puget Sound Region to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

(Seal or Stamp)

_____
NOTARY PUBLIC in and for the
State of _____
My appointment
expires _____
expires _____

## EXHIBIT 1A

Legal Description of Premises &
Reservations

Part of the Southwest quarter of the Southeast quarter and part of the Southeast quarter of the Southwest quarter of Section 36, Township 25 North, Range 1 West, W.M., lying northerly of the North lines of an easement for right of way for road granted to Kitsap County on December 7, 1929, under Application No. 1320, said road being as shown on the regulation plat thereof on file in the office of the Commissioner of Public lands at Olympia, Washington, the above described lands having an area of 72.41 acres, more or less.

**RESERVATIONS / SUBJECT TO:**

Easement #50-CR1320: Road granted to Kitsap County on 12/07/1927 for an indefinite term.

Easement #50-047116: Road granted to E. F. Howerton on 05/09/1985 for an indefinite term.

**EXHIBIT 10A**
Authorized Improvements

(1) One 12 foot X 120 foot covered rifle position shooting building.

(2) One 12 foot X 105 foot covered pistol position shooting building.

(3) One 12 foot X 20 foot storage shed.

(4) One 8 foot X 12 foot target shed.

(5) Electrical meter service panel and power poles.

**EXHIBIT 5A**
**HCP REQUIREMENTS**

1. The Lessee shall immediately notify the State of new locations of Permit species covered in the Incidental Take permit (ITP) that are discovered within the leased Premises covered by the Habitat Conservation Plan (HCP), including, but not limited to: locations of occupied murrelet habitat; spotted owl nest sites; wolves; grizzly bears; nests, communal roosts, or feeding concentrations of bald eagles; peregrine falcon nests; Columbian white-tailed deer; Aleutian Canada geese; and Oregon silverspot butterflies. In all circumstances notification must occur within a 24 hour time period.

2. Upon locating any live, dead, injured, or sick specimens of any listed species covered by the ITP within the leased Premises the Lessee shall immediately notify the State. In all circumstances notification must occur within a 24 hour time period. Lessee may be required to take certain actions to help the State safeguard the well being of any live, injured or sick specimens of any listed species discovered, until the proper disposition of such specimens can be determined by the State.

3. Lessee shall refer to ITP number PRT-812521 (a copy of the ITP is located for reference in the region office) in all correspondence and reports concerning Permit activities.

4. All applicable provisions of the ITP and this schedule must be presented and clearly explained by Lessee to all authorized officers, employees, contractors, or agents of Lessee conducting authorized activities on the Property. Any questions Lessee may have about the ITP should be directed to the State.

5. At this time, the following sensitive areas, conditions or species have been identified on the Premisis. Contact the State for more information on the identified areas.

**Riparian Management Zones**

Bodies of water, including but not limited to those streams, rivers and lakes and other lakes and wetlands have been identified and/or may be located on the Premises. All activities within the Riparian Management Zone, as defined in the HCP and including that portion of the inner riparian ecosystem between the aquatic zone and the direct influence zone (uplands) and including the outer wind buffer, must comply with the current HCP Procedures. Activities in a Riparian Management Zone, including but not limited to cutting or removing any tree and/or timber (including hardwood, merchantable and unmerchantable timber, downed timber, windthrow and snags), and road, trench and/or trail use, and/or maintenance, may be restricted or not permitted during specific times. All activities must provide for no overall net loss of naturally occurring wetland acreage and function.

## Don Burger

**From:** Martha Droge [MDroge@co.kitsap.wa.us]
**Sent:** Thursday, January 29, 2009 3:17 PM
**To:** Terri Lyman
**Subject:** Fwd: RE: Request to schedule a meeting next week, Feb 2-6, forKitsap Exchange
**Attachments:** Kitsap Exch 7-16-08.pdf; Exchange Checklist with hyperlinks.doc; kitsap rifle and revolver.doc

Martha J. Droge, AICP, ASLA, LEED AP
Park Projects Coordinator
Kitsap County Dept. of Parks & Recreation
614 Division Street MS-1
Port Orchard, WA 98366
360.337.5361 (o)
MDroge@co.kitsap.wa.us

>>> "PRUITT, BRAD (DNR)" < BRADFORD.PRUITT@dnr.wa.gov > 1/29/2009 3:04
>>> PM >>>

It looks like Cindy is doing a great job setting a meeting date for us to meet next week. Thanks for your cooperation and willingness to schedule this since the timeline the land exchange is very tight. I have asked Cindy to forward a timeline identifying key milestones and tasks needing to be done to facilitate the exchange. The content of that timeline is what I plan as our agenda (finalizing the letter of intent, appraisal, appraiser, appraisal instructions, process of balancing the exchange, stakeholder planning [involving the public, elected officials, and interested parties], working with partners, issues (county plan for the Gun Club, ....), preliminary title and title insurance, public meeting requirement, Board of Natural Resources approval, closing.

DNR forwarded a Draft Letter of Intent for the transaction on January 23rd. We sent that document as a draft to expedite the transaction.
After reviewing it again, we'd like to make the following changes to that draft in order to better meet the projected May 09 deadline:

1. For Exhibits A and B have Section Subdivision column and write abbreviated legal for clarity of portion of the section being conveyed.
Add Twn and Rge to K2 entry.
2. Under 4.0 shorten this time period to 30 days to provide ample time for appraiser to have in hand to wrap up their report.

3. Under 4.2 shorten this time period to 30 days to provide ample time for appraiser to have in hand to wrap up their report.

4. Change 6.0 to ortho images versus aerial photos.

5. For 7.0 State will need a total of 4 paper copies ( for the project manager in region, PAS2 in Olympia, review timber appraiser, and review land appraiser).
6. For 14.1 change date to 2009 for timber harvest.
7. Adjust timeline milestones as needed to best meet deadline.
8. On timeline change to read: "Board of Natural Resources decision requested".

Hopefully we can wrap the language of the letter of intent at our meeting next week. I've added the lease document for the Kitsap Rifle and Revolver Club for your review. I've also added our land exchange checklist we will follow to complete the land exchange. As you can see there is a lot to do in very little time.

Thanks again for working with Cindy to get a meeting date identified as soon as possible. This is critical for planning resources to complete tasks.

See you soon,

Brad Pruitt, Asset Manager

South Puget Sound Region

(360) 584-5037

From: Kevin Howell [mailto:kmhowell@co.kitsap.wa.us]
Sent: Thursday, January 29, 2009 11:42 AM
To: Chip Faver; Martha Droge; Matt Keough; NEFF, CINDY (DNR)
Cc: rickfackler@comcast.net ; PRUITT, BRAD (DNR); WINSLOW, ROBERT (DNR)
Subject: Re: Request to schedule a meeting next week, Feb 2-6, forKitsap Exchange

At this point I can pretty much adjust to any of the times suggested by Cindy. Just let me know what time block to set aside and thanks.

Kevin M. Howell
Deputy Prosecuting Attorney for Kitsap County
Civil Division
614 Division Street, MS-35A
Port Orchard, WA 98366
Email: kmhowell@co.kitsap.wa.us
Phone: (360) 337-7268
Fax: (360) 337-7083

>>> "NEFF, CINDY (DNR)" < CINDY.NEFF@dnr.wa.gov > 1/29/2009 11:21 AM >>>
11:15 am, Thurs, Jan 29,

RE: Kitsap Exchange

Hello Matt and others,

DNR Project Manager Brad Pruitt has asked me to schedule a meeting this next week (Feb 2-6) with Kitsap County's exchange participants.

We have five people attending on our end. DNR Chief Appraiser Greg Richards will be on vacation the next two weeks. However, he has agreed to come into the Olympia office (or teleconference) to meet with you.

Brad has asked me to schedule a 2.5 hour meeting on one of the following days. Our appraiser will already be in the office on Monday, Feb. 2, and would be available for a 1:00 pm session if that meets for your group.

Monday, Feb 2 - afternoon only, beginning at 1:00 pm
Wednesday, Feb 4 - all day
Thursday, Feb 5 - morning only
Friday, Feb 6 - all day

Please let me know which, if any, of these days works for whomever will be attending for Kitsap. My phone and email information is below.

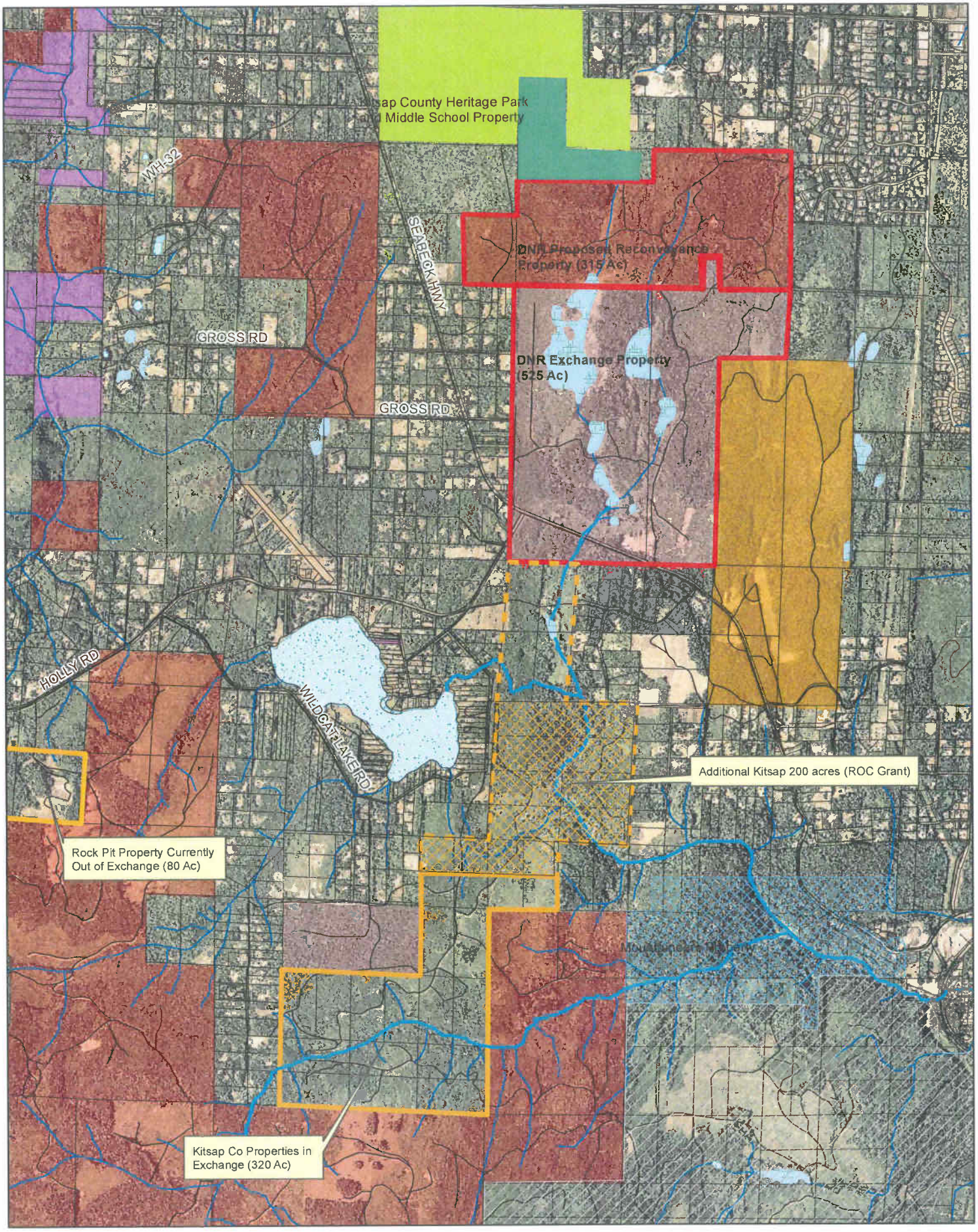
If Kitsap has specific agenda items you'd like to discuss, please let me know and I'll do my best to organize all necessary documents in advance.

I believe Brad wanted to discuss a joint stakeholder plan. I've reattached a blank copy which I emailed earlier this week in case you want to get started.

Thanks very much, and I look forward to hearing from you.

Cindy Neff
Asset Planning & Transactions
Dept. of Natural Resources
1111 Washington Ste SE
PO Box 47014, Olympia, WA 98504
360-902-1009 (office)
360-902-1789 (fax)
cindy.neff@dnr.wa.gov

# Kitsap/DNR Exchange & Reconveyance



**TRUST LAND EXCHANGE / 86-_____**
**Name** _____
**Regions** _____
**Counties** _____
**Trusts** _____
**Program/Project Code(s)** _____

**TYPE**
___ Forest
___ Commercial/Transition
___ Agriculture
___ Combination exchange & purchase
___ Other: _____

Note: These steps are described sequentially for clarity, but in actual practice may not be completed in this order. Blue indicates a link to a form. Green is a link to instructions. Orange is a link to a reference source.
*(To refresh colors, close this form and re-open it.)*

## PRELIMINARY PROPOSAL

**DATE/Notes**

- Discuss concept with:
  - Exchanger _____
  - Region(s) _____
  - Division(s) _____
  - Executive Mgmt _____
- Prepare preliminary proposal _____
  - Include initial economic assessment
  - Check region asset inventory
- Present recommendation to Div Mgmt _____
  - *(May also present to Exec/AMC)*
- Sign prospectus (Region & Div Mgmt) _____
- Request project code _____
- Begin stakeholder plan _____
- Prepare letter of intent (LOI) _____
  - Includes initial parcel list
  - Includes reimbursement arrangements
- Send LOI to Exchanger for signature _____
- Send LOI to Division Manager for signature _____
- Send signed LOI to Exchanger _____
- Date of LOI_____

## PROPERTY REVIEW

- Request GIS ownership coverage _____
- Add parcels to intranet transactions map _____
- Prepare parcel envelopes _____
- Acquire maps & photos:
  - Aerial _____
  - Ortho _____
  - 100K (quad) _____
  - USGS _____
  - Other_____ _____
- Acquire reports and program reviews:
  - State title search & file number _____
  - Legal descriptions – State _____
  - Title report for Exchanger's lands _____
  - Legal descriptions – Exchanger _____
  - TRAX _____
  - P & T Special Concerns _____
  - Soils _____
  - Watersheds/ROS/Slope _____
  - Stand inventory – Private _____
  - Stand inventory – State _____
  - Forest Practices applications _____
  - FP/HCP buffers _____
  - Stream types & miles _____
  - Navigability _____
  - Sensitive species (animals) _____
  - Owl Mgmt/circles _____
  - Natural Heritage (plants) _____
  - Cultural resources (OAHP) _____
  - Water rights (DOE) _____

- Mineral potential/other geologic issues _____
- Genetic/Research plots assessments _____
- Silviculture/Reforestation assessment _____
- Sustainable Harvest assessment _____
- HCP assessment _____
- Forest products assessment _____
- Rights of Way assessment _____
  - Granted _____
  - Appurtenant _____
- Road conditions/RMAPs _____
- Leasing assessment _____
- Communication Sites assessment _____
- Real Estate (Com'l/HBU) assessment _____
- Trespass assessment _____
- Environmental inspection _____
- Other_____ _____

Determine HCP designations _____
Initiate title clearing _____
Assess intergrant needs & determine parcels _____
Discuss issues with appropriate regions, programs _____
Document resolution of issues _____

## COMMUNICATION/PUBLIC MEETING/PUBLIC HEARING

Complete stakeholder plan _____

*(plan should include notifying all affected regions , divisions, the AAG, government officials ,and any other interested parties, both internal and external)*

Obtain approvals for plan, as needed _____
Implement plan _____
- Document contacts made and methods used _____
- Document responses _____

Plan public meeting or workshop _____
- Date of meeting _____
- Make arrangements _____
  - *(see* public hearing checklist *for instructions and forms links)*
- Send mailed notices _____
- Update website _____
- Send newspaper advertisements _____
- Send media release _____

Summarize comments _____
Send response letters as needed _____
Plan public hearing _____

*(allow at least two weeks between meetings & hearings)*

- Date of hearing _____
- Make arrangements _____
  - *(see public hearing checklist)*
- Send mailed notices _____
- Update website _____
- Send newspaper advertisements _____
- Send media release _____

Summarize testimony _____
Send response letters as needed _____

## VALUATION

Complete investment analysis _____
Complete appraisal request form _____
Prepare bid packets for contractor(s) _____
Award contract(s) _____
Timber cruise due date & contractor _____
Appraisal due date & contractor _____
Review appraisal completed _____

## NEGOTIATION/AGREEMENT

Balance exchange _____
*(Include costs to be reimbursed)*
Finalize parcel list _____
Prepare AAG work request _____
Prepare draft exchange agreement _____
Negotiate terms with exchanger _____
Send to AAG for review & approval _____
Send to Surveyor for legal description stamp _____
Prepare additional agreements: _____
_____ _____
_____ _____
Send two original agreements to Exchanger for signature _____
Send final agreements to Commissioner for signature _____
Return one signed original to Exchanger _____
Send notices required by exchange agreement terms _____

## BOARD OF NATURAL RESOURCES

Prepare:
Proposal _____
Board Map _____
Resolution with exhibits _____
Presentation slides _____
Script _____
Route Board packet *(see Board Routing Slip)* _____
Present at division Board review _____
Present at executive Board review _____
Send notice to legislative districts _____
District map
Send notice to county officials _____
Send packets to Board secretary _____
*(see Board Doc distribution form)*
Date of Board meeting _____
Notify Exchanger of decision _____
Notify regions and divisions of decision _____

## CLOSING

Complete exchange agreement obligations _____
Prepare state quitclaim deeds *(one for each county)* _____
*(see Exchange Deed Processing for detailed instructions)*
Prepare additional agreements needed to close _____
List: _____
_____
_____
*(should be described in exchange agreement)*
Prepare invoice for any unpaid reimbursements _____
Note: if exchange continues beyond one fiscal year, bill for costs-to-date at the end of each fiscal year, as long as this is consistent with the LOI terms. See procedure.

*For in-house closings:*
Send deed and closing packet to Exchanger _____

*For escrow closings:*
Send packet to escrow, including: _____
Cover letter _____
Copy of exchange agreement _____
Escrow instructions _____

Review final title _____
Approve Exchanger's deeds _____
Complete Continuing Forestry Obligation _____
*(for forest parcels)*

*For escrow:*
Review closing documents prepared by escrow agent _____
Complete A-19 for closing costs and other funds due _____
Complete wiring instructions letter _____
Submit all closing documents for signature _____
*Asst Mgr signs closing statement & wire letter*
*Proj Mgr signs other docs*
Return signed documents to escrow _____
Send wiring instructions letter to:
Finance Division & State Treasurer _____
*(Submit request no later than noon the day prior to closing)*

*For in-house closing:*
Prepare A-19 for recording fees to be paid by DNR
Send deeds to auditor for recording _____
*Include any other documents to be recorded with sufficient funds for recording*
Send recorded QC deed to Exchanger _____
Recording date(s) _____

**POST-CLOSING**
Notify regions and divisions of closing date _____
Issue media release if appropriate _____
Prepare ownership update maps ("vault plots") _____
Complete transaction summary _____
Ensure final documents are received from escrow _____
Acquire original warranty deed and title policy for deed file _____
Review title policy for accuracy _____
Acquire copy of recorded QC deed _____
Acquire other signed agreements _____
Organize transaction file (see filing guide) _____
Copy & distribute documents for updating department records
*(see notice of closed transaction & deed file checklist)* _____
Inform Title Office of previously encumbered parcels that are not part of the final transaction _____
Update division records
Board file _____
Completed Transactions database _____
HCP database _____
Annual Transactions GIS file _____
CAMS worksheet _____
Asset Management Council Reports _____
Land Accounts balance reports, *if applicable* _____
Cost Tracking report _____
Web-based reports/maps _____
Send file to Title Office _____

March 30, 2005

**STATE OF WASHINGTON**
**DEPARTMENT OF NATURAL RESOURCES**
**DOUG SUTHERLAND, Commissioner of Public Lands**

# SPECIAL USE LEASE

**Lease No. 60-B068979**

BY THIS LEASE (hereinafter "Agreement"), the STATE OF WASHINGTON, Department of Natural Resources, (hereinafter "State") leases to KITSAP RIFLE AND REVOLVER CLUB (hereinafter "Lessee") the premises in Kitsap County, Washington, the legal description of which is set forth in Exhibit 1A, upon the terms and conditions and for the consideration enumerated herein. Said premises and rights leased hereby are hereinafter referred to as the "Premises".

## SECTION 1 OCCUPANCY

**1.01 Lease Term.** This Agreement shall commence on March 1, 2003 ("Commencement Date") and expire on February 27, 2018.

**1.02 No Warranty of Quiet Enjoyment.** State makes no warranty of quiet enjoyment of the Premises.

**1.03 Condition of Premises.** Lessee has had an opportunity to inspect Premises and enters into this Agreement solely in reliance on Lessee's own examination and not by reason of any representation by State. Premises are accepted in its present condition "AS IS WHERE IS". No reliance shall be placed on any opinion, material, or information provided by or through State, and Lessee does so at its own risk, cost and expense.

## SECTION 2 USE OF PREMISES

**2.01 Permitted Use.** For this Agreement, the following uses and no other uses are permitted:

| | |
|---|---|
| Intensive use and occupancy containing Lessee's improvements, roads, parking areas, open shooting range, targets, and associated infrastructure. | 8 Acres |
| Timberlands, wetlands and similar resource-oriented lands passively utilized by Lessee to provide buffer and safety zones for Lessee's shooting range. | 64.41 Acres |

In the event the Lessee desires a change in acreage or use, authorization must be obtained in advance and in writing from the State. Approval may be conditioned upon adjustment of the payment in accordance with changes in acreage or use.

## SECTION 3 PAYMENT

Payments made hereunder will be applied first to interest, then to outstanding or delinquent rent, leasehold tax and other charges owed, then to current rent, leasehold tax, and charges.

**3.01 Rent.** The Lessee shall pay to the State, at Olympia, Washington 98504, in advance, the required rent of $7,200.00 for the period of March 1, 2003 to February 27, 2004 and annually thereafter subject to adjustment under Subsection 3.06.

**3.02 Leasehold Tax.** Lessee shall pay to State, the leasehold tax as set forth in RCW Chapter 82.29A - Leasehold Excise Tax as may be amended. The tax shall be due and payable at the same time the rental charged herein is due and payable.

**3.03 No Counterclaim, Setoff, or Abatement of Rent.** Rent and all other sums payable by Lessee hereunder shall be paid without the requirement of prior notice or demand by State, and shall not be subject to any counterclaim, setoff, deduction or defense and without abatement. The obligations and liabilities of Lessee hereunder shall in no way be released, discharged or otherwise affected, except as expressly provided in Subsection 13.06 (Condemnation).

**3.04 Interest Charged for Past-Due Rent and Other Sums Owed.** Lessee shall pay interest at the rate of one percent (1%) per month (or at such higher rate as may be authorized by statute after the Commencement Date hereof), until paid, on rent or other sums owing under the terms of this Agreement commencing the date such rent or other sum is due and payable. In the event State pays any sum or incurs any expense which Lessee is obligated to satisfy or pay under this Agreement, or which is made on behalf of Lessee, State shall be entitled to receive reimbursement thereof from Lessee upon demand, together with interest thereon from the date of expenditure at the rate stated above.

**3.05 Late Charge for Failure to Pay.** In the event the Lessee fails to make any payment of rent due hereunder upon the date due, the State shall be entitled to collect from the Lessee a late charge equal to six percent (6%) of the amount of the delinquent payment. Any failure to pay rent or any amount specified in this Section 3, or any other amount to be paid by the Lessee under terms of this Agreement within thirty (30) days of the date due, shall be a material default hereunder by the Lessee and such default shall entitle the State to pursue all remedies specified in this Agreement, including the right to terminate this Agreement, though failure to exercise such right shall not be construed as a waiver of the right and thereafter pursue any remedies available at law or equity, including those contained in Chapter 59.12 RCW.

**3.06 Adjustment of Rent.** Beginning on the fifth anniversary of the Commencement Date, and at intervals of five (5) years thereafter (the "Adjustment Date"), a new annual rental will be established. In no event will the adjusted annual rental be less than the previous annual rental. Adjusted rental values established after the designated Adjustment Date shall be due retroactive to such Adjustment Date. The method for such adjustment shall be selected solely by the State from the following options:

(a) Increase of the current annual rent by the percentage increase in the United States Department of Labor, Bureau of Labor Statistics, "All Items" Consumer Price Index for All Urban Consumers ("CPI"), US City Average (1982-84=100), between the date five (5) years previous to the Adjustment Date and the Adjustment Date, i.e., adjusted rental amount equals current annual rent times CPI as of current Adjustment Date divided by CPI as of date five (5) years previous. In the event the CPI ceases to be published, the State may substitute such other comparable cost of living index as then may be in publication by a comparable governmental agency.

(b) Determination of fair market value of the Premises within six (6) months before or after the Adjustment Date through evaluation of pertinent market evidence by State lease administrator and/or other appropriate State personnel.

(c) Determination of fair market value of the Premises within six (6) months before or after the Adjustment Date through formal appraisal by State's appraiser, certified general appraiser under contract with the State, or such other appraiser as may be agreed to by State. Such appraisal must be performed in accordance with the Uniform Standards of Professional Appraisal Practices (USPAP) as promulgated by the Appraisal Institute.

The market value will be determined exclusive of Lessee's improvements and as though ownership were in fee simple, not encumbered by lease.

Under (b) and (c) above, the new annual rental above shall be computed by multiplying the market value of the Premises by the then current Prime Rate as of the Adjustment Date plus 200 basis points (Prime Rate + 2.0%). The term "Prime Rate" shall mean the Prime Rate as published in The Wall Street Journal from time to time (or the average Prime Rate if more than one is published), any change in such Prime Rate to effect a change in the rate charged hereunder on the date of each such change. If The Wall Street Journal ceases to be published or ceases to publish a Prime Rate, then State shall designate another nationally recognized business publication which publishes such a rate or such rates which does, in the reasonable opinion of State, represent the "Prime Rate" as defined herein.

**3.07 Failure to Adjust Not Waiver.** Failure of State to adjust rent pursuant to Subsection 3.06 above at the end of any five (5) year period, shall not be a waiver by State of the right to adjust rent at the end of any subsequent five (5) year period. State shall retain the right, for so long as this Agreement remains in effect, to adjust rent as of the end of any five (5) year period, as though all prior adjustments had been made in accordance with the above provisions.

## SECTION 4 RESERVATIONS

**4.01 Compliance.** The State shall have access to the Premises at all reasonable times to determine and secure compliance with this Agreement. Failure to inspect or enforce compliance shall not be construed as a waiver of the State's right to declare a breach, nor relieve Lessee of any liability to the State for any breach of the terms, conditions, or requirements of this Agreement.

**4.02 Compatible Uses.** State reserves for itself, its successors and assigns, the right at all times for any purpose to cross and re-cross the Premises at any place or grade, to grant easements/licenses over or leases to the Premises, to sell, or otherwise dispose of minerals, coal, oil, timber, gas, or other valuable materials from the Premises insofar as the State's activities on the Premises and any grant of rights the State makes to any person or entity shall not unreasonably interfere with the activities permitted hereunder.

**4.03 Non-Default Termination.** State reserves the right to terminate this Agreement upon sixty (60) days' written notice in the event the State includes the Premises in a plan for higher and better use, land exchange or sale.

## SECTION 5 SPECIAL RESTRICTONS

### 5.01 Permits and Conformance With Laws.

(a) Lessee shall obtain all building permits and other required permits, licenses, permissions, consents, and approvals from governmental agencies or third parties in connection with this Agreement and Lessee's permitted use including construction of any improvements, changes, alterations, additions, repairs, maintenance to or replacement of the Premises, or for the conduct of any business upon the Premises at the sole cost and expense of Lessee. Copies of such permits, licenses, permissions, consents, and approvals shall be supplied to State on request.

(b) Lessee shall conform to all applicable laws, regulations, permits, orders, or requirements of any public authority affecting the Premises and the use thereof, and shall correct at the Lessee's own cost and expense any failure of compliance created through the Lessee's fault or by reason of the Lessee's use. In no event shall Lessee undertake or suffer any activity to be conducted upon the Premises which constitutes a nuisance or which is a threat to the health or welfare of the general public.

(c) Lessee shall cause all work on the Premises and all business conducted thereon during the term to be performed in accordance with all applicable laws and all directions and regulations of all governmental agencies and the representatives of such agencies having jurisdiction.

### 5.02 Other Restrictions on Use.

(a) Lessee shall cut no State timber or remove State-owned valuable material, without prior written consent of the State. Prior to State's authorization for the cutting of timber, or removal of valuable material, the Lessee must pay to the State the fair market value of the timber or valuable material, as determined by the State.

(b) Lessee shall take all reasonable precautions to protect the land and improvements on the Premises from fire, make every reasonable effort to report and suppress such fires as may affect the Premises, and shall be subject to applicable fire laws affecting the Premises.

(c) Lessee shall prevent accumulation of equipment parts or "bone yards" on the Premises.

(d) This Agreement does not convey rights to media uses, communication sites, or any use on the Premises other than those expressly stated in this Agreement.

**5.03 Habitat Conservation Plan.** The Premises are located within an area that is subject to State's Habitat Conservation Plan adopted in connection with Incidental Take Permit No. PRT-812521 (ITP) as supplemented by Permit No. 1168 (Collectively "ITP"). As long as the Habitat Conservation Plan remains in effect, Lessee and all persons acting under Lessee shall comply with the terms and conditions set forth in Exhibit 5A while operating on the Premises. State shall have the right to modify these terms and conditions from time to time to comply with the Habitat Conservation Plan, the ITP, the Endangered Species Act, the implementing regulations, and amendments thereto, or the requirements of the federal agencies administering these laws.

## SECTION 6 UTILITIES, TAXES, LIENS

**6.01 Utilities and Maintenance.** During the term of this Agreement, Lessee shall pay all expenses incurred by Lessee in the use, enjoyment, and operation of the Premises, including, but not limited to, utility charges and all costs of maintaining and repairing the Premises and all improvements thereon whether now existing or hereafter installed. Lessee shall indemnify and hold the State harmless against any loss, liability, or expense resulting from any failure of Lessee to pay all such charges when due.

**6.02 Taxes and Assessments.**

(a) Lessee shall pay during the term of this Agreement all taxes and other governmental charges of any kind applicable or attributable to the installation of Lessee owned improvements on the Premises, Lessee's leasehold interest therein, and Lessee's use and enjoyment thereof.

(b) Lessee shall pay its prorated share of all assessments that are legally required to be paid now or may be charged during the Agreement term to the Premises or Lessee owned improvements thereon. Lessee shall not cause or suffer the imposition of any assessment upon the Premises without the prior written consent of State. In the event any new assessment is proposed which affects the Premises, Lessee shall immediately notify State of such proposal after Lessee has knowledge or receives notice thereof. Any assessment upon the Premises shall be made in compliance with all applicable statutes, including, but not limited to, Chapter 79.44 RCW.

**6.03 Lessee Liens.** Lessee shall not suffer or permit any lien to be filed against the State's interest in the Premises, or improvements thereon by reason of work, labor, or services performed thereon or materials supplied to, by or through the Lessee. If any such lien is filed, Lessee shall cause the same to be discharged of record within thirty (30) days after the date of filing or creation of such lien unless other arrangements are authorized in

writing by the State in advance. Lessee shall indemnify the State for any costs, damages or expenses (including attorneys' fees and courts' costs) incurred as a result of such liens or in obtaining their discharge whether such costs, damages or expenses were incurred prior or subsequent to termination or cancellation of this Agreement.

## SECTION 7 LESSEES INDEMNITY; INSURANCE REQUIREMENTS

**7.01 Indemnity.** Lessee releases and shall indemnify and defend (with counsel acceptable to State) State, its employees, officers, and agents from and against any and all claims arising out of the use, occupation or control of the Premises by Lessee, its agents, and employees. A "claim" as used in this subsection means any claim of any nature whatsoever for penalties, financial loss, damages (including but not limited to bodily injury, sickness, disease or death, or injury to or destruction of property, land and other natural resources including the loss of use thereof), costs or expenses (including but not limited to attorney's fees), whether or not resulting in a suit or action or reduced to judgment. This release and the obligation to indemnify shall not be eliminated or reduced by the concurrent negligence of the State, its officials, employees, or agents, except as provided in this subsection. To the extent that RCW 4.24.115 applies, Lessee shall not be required to indemnify State from State's sole or concurrent negligence. Lessee waives its immunity under Title 51 to the extent it is required to indemnify the State herein.

**7.02 Insurance Requirements.** Lessee shall, at all times during the term of this contract at its cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of the contract at State's option.

All insurance and surety bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by the department's risk manager before the contract is accepted. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

State shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications:

1. Insurers subject to Chapter 48.18 RCW (admitted and regulated by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

2. Insurers subject to Chapter 48.15 RCW (surplus lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

Before starting work, Lessee shall furnish with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements

specified in the contract and, if requested, copies of polices to State. The certificate of insurance shall reference the State of Washington, Department of Natural Resources, and the lease number.

Lessee shall include all subcontractors as insured under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Lessee's liability or responsibility.

The State, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella, and property insurance policies.

All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by State.

Lessee waives all rights against State for recovery of damages to the extent these damages are covered by general liability or umbrella insurance maintained pursuant to this contract. All insurance policies must expressly waive any right of subrogation by the insurance company against the State and the State's officials, employees, and agents.

If Lessee is self-insured, evidence of its status as a self-insured entity shall be provided to State. If requested by State, Lessee must describe its financial condition and the self-insured funding mechanism.

By requiring insurance herein, State does not represent that coverage and limits will be adequate to protect Lessee, and such coverage and limits shall not limit Lessee's liability under the indemnities and reimbursements granted to State in this contract.

The limits of insurance, which may be increased by State, as deemed necessary, shall not be less than as follows:

**Commercial General Liability (CGL) Insurance**. Lessee shall maintain general liability (CGL) insurance covering claims for bodily injury, personal injury, or property damage arising on the property and/or out of Lessee's operations and, if necessary, commercial umbrella insurance with a limit of not less than $1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability arising out of premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract), and contain separation of insured (cross liability) condition.

**Employer's Liability ("Stop Gap") Insurance**. Lessee shall buy employers liability insurance, and, if necessary, commercial umbrella liability insurance with limits not less than $1,000,000 each accident for bodily injury by accident or $1,000,000 each employee for bodily injury by disease.

**Workers' Compensation Coverage**. Lessee shall comply with all State of Washington workers' compensation statutes and regulations. Workers' compensation coverage shall be provided for all employees of Lessee and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which exists out of or in connection with the performance of this contract. Except as prohibited by law, Lessee waives all rights of subrogation against State for recovery of damages to the extent they are covered by workers' compensation, employer's liability, commercial general liability, or commercial umbrella liability insurance.

If Lessee, subcontractor or sub-subcontractor fails to comply with all State of Washington workers' compensation statutes and regulations and State incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Lessee shall indemnify State. Indemnity shall include all fines, payment of benefits to Lessee or subcontractor or sub-subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees.

**Business Auto Policy (BAP)**. Lessee shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than $1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense" as provided in the 1990 or later editions of CA 00 01. Lessee waives all rights against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

**Builders Risk Insurance**. If applicable, Lessee shall buy and maintain in force builders risk insurance on the entire work during the period construction is in progress and until completion of the project and acceptance by State. Such insurance shall be written on a completed form and in an amount equal to the value of the completed building, subject to subsequent modifications to the sum. The insurance shall be written on a replacement cost basis. The insurance shall name as insureds State, Lessee, and all subcontractors and sub-subcontractors in the work.

Insurance described above shall be written to cover all risks of physical loss except those specifically excluded in the policy, including loss or damage caused by collapse. Insurance described above shall cover the entire work at the site including reasonable compensation for architect's services and expenses made necessary by an insured loss. Insured property shall include portions of the work located away from the site but intended for use at the site, and shall also cover portions of the work in transit. The policy shall include as insured property scaffolding, falsework, and temporary buildings located at the site. The policy shall cover the

cost of removing debris, including demolition as made legally necessary by the operation of any law, ordinance or regulation.

Any deductible applicable to the insurance bought in compliance with the policy described above shall be identified in the contract documents and the responsibility for paying the part of any loss not covered because of application of deductible(s) shall be the responsibility of the Lessee. If any part of any loss is not covered because of the application of a deductible amount not identified in the contract documents, Lessee will pay such loss. Lessee shall buy and maintain boiler and machinery insurance required by contract documents or by law, covering insured objects during installation and until final acceptance by State. If testing is being performed, such insurance shall cover such operations. This insurance shall name as insureds State, Lessee, and all subcontractors and sub-subcontractors in the work.

## SECTION 8 WEEDS, HARMFUL SUBSTANCES

**8.01 Weed Control.** Lessee shall control all weeds on the Premises. Lessee shall be responsible for, or shall immediately reimburse State for, any all weed control cost incurred, as a result of Lessee's failure to control all weeds on said Premises.

Lessee shall prevent weed infestations by applying management practices which discourage their establishment or spread. The Lessee shall detect and control the invasion of new weeds. Weeds will be controlled using appropriate mechanical, biological and chemical treatments that meet the requirements of Washington State and Federal law.

Lessee shall use Integrated Pest Management (IPM) to control weeds. This means using a coordinated decision-making and action process that considers all weed management methods and strategies, and applies them in an environmentally and economically sound manner to meet weed management objectives. The elements of integrated pest management for weeds include:

a. Preventing weed problems;

b. Monitoring for the presence of weed species;

c. Establishing the density of the weed population (which may be zero) that can be tolerated;

d. Treating weed problems to reduce their populations below the tolerable threshold, using strategies that may include biological, cultural, mechanical, and chemical control methods, and that consider human health, ecological impact, feasibility and cost-effectiveness; and

e. Evaluating the effects and efficacy of weed control treatments.

**8.02 Hazardous, Toxic, or Harmful Substances.**

(a) Deleterious Material. Lessee shall not make, or suffer to be made, any filling in of the Premises or any deposit of rock, earth, ballast, refuse, garbage, waste matter, chemical, biological or other wastes, hydrocarbons, any other pollutants, or other matter within or upon the Premises, except as approved in writing by the State, or unless permitted by Subsection 2.01 (Permitted Use). If the Lessee fails to remove all nonapproved fill material, refuse, garbage, wastes or any other of the above materials from the Premises, the Lessee agrees that the State may, but is not obligated to, remove such materials and charge the Lessee for the cost of removal and disposal.

(b) Hazardous, Toxic, or Harmful Substances.

(1) Lessee shall not keep on or about the Premises, any substances now or hereinafter designated as or containing components now or hereinafter designated as hazardous, toxic, dangerous, or harmful, and/or which are subject to regulation as hazardous, toxic, dangerous, or harmful by any federal, state or local law, regulation, statute or ordinance (hereinafter collectively referred to as "Hazardous Substances") unless such are necessary to carry out Lessee's permitted use under Subsection 2.01 (Permitted Use) and unless Lessee fully complies with all federal, state and local laws, regulations, statutes, and ordinances, now in existence or as subsequently enacted or amended. Lessee shall:

(i) Immediately notify the State of: all spills or releases of any Hazardous Substance affecting the Premises; all failures to comply with any federal, state, or local law, regulation or ordinance, as now enacted or as subsequently enacted or amended; all inspections of the Premises by, or any correspondence, orders, citations, or notifications from any regulatory entity concerning Hazardous Substances affecting the Premises; and all regulatory orders or fines or all response or interim cleanup actions taken by or proposed to be taken by any government entity or private party concerning the Premises; and

(ii) On request, provide copies to the State of any and all correspondence, pleadings, and/or reports received by or required of Lessee or issued or written by Lessee or on Lessee's behalf with respect to the use, presence, transportation or generation of Hazardous Substances related to the Premises.

(2) Lessee shall be fully and completely liable to the State, and shall indemnify, defend, and save harmless State and its agencies, employees, officers, and agents with respect to any and all damages, costs, fees (including attorneys' fees and costs), penalties (civil and criminal), and cleanup costs assessed against or imposed as a result of Lessee's use, disposal, transportation, generation and/or sale of Hazardous Substances or that of Lessee's employees, agents, assigns, sublessees, contractors, subcontractors, licensees or invitees, and for any breach of this subsection.

## SECTION 9 ASSIGNMENTS

**Assignment.** Lessee shall not hypothecate, mortgage, assign, sublease, transfer, or otherwise alienate this Agreement ("Assignment"), or any interest therein, without the prior written consent of State, which consent shall not be unreasonably withheld. In granting any such consent under this clause State shall be entitled to consider, among other items, the proposed assignee's, sublessee's or transferee's financial condition, business reputation, business, and such other factors as may reasonably bear upon the suitability of the assignee, sublessee, or transferee as lessee of the Premises. If Lessee is a corporation, partnership, or other association, (1) the transfer of more than fifty percent (50%) of the ownership interest in such entity, or (2) the sale of all or substantially all of the assets of Lessee shall be deemed to constitute an "assignment" of this Agreement which requires consent of State. The consent of State to any one assignment shall not constitute a waiver of State's right to consent to subsequent assignments, nor shall consent of State to any one assignment relieve any party previously liable as Lessee from any obligations under this Agreement, who shall remain joint and severally liable as primary obligor and not as surety. The acceptance by State of the payment of rent following an assignment shall not constitute consent to any assignment and State's consent shall be evidenced only in writing. The State may require reimbursement for any additional administrative costs resulting from the assignment.

## SECTION 10 IMPROVEMENTS

**10.01 Authorized Improvements.** No improvement shall be placed on the Premises without the prior written consent of the State. Consent may be granted through this Agreement resulting in the State's approval of the authorized improvements listed herein as Exhibit 10A, or by written Letter of Authorization issued by the State.

**10.02 Plan Approval.** The plans or specifications for the construction of the authorized improvements listed on Exhibit 10A or authorized by Letter of Authorization issued by State, and for such changes or alterations, including amendments of such plans or specifications, shall be submitted to State for its approval.

**10.03 Ownership of Improvements.** During the Term of this Agreement, the improvements constructed by Lessee, including without limitation all additions, alterations and improvements thereto or replacements thereof and all appurtenant fixtures, machinery and equipment installed therein, shall be the property of Lessee. At the expiration or earlier termination of this Lease, all improvements and all additions, alterations and improvements thereto or replacements thereof and all appurtenant fixtures, machinery and equipment installed therein shall become the property of State, unless State requires their removal pursuant to Section 10.04 below. Throughout the term of this Agreement, Lessee shall not permit any claim of lien made by any mechanic, materialman, laborer, or other similar liens to stand against the Premises for work or labor done, services performed, or materials used or furnished to be used in or about the Premises for or in connection with any construction, improvements or maintenance or repair thereon made or permitted to be made by Lessee, its agents, or sublessees. Any liens, encumbrances or claims of third parties with respect to any of the foregoing, shall be expressly subordinate and subject to the rights of State under this Agreement.

**10.04 Condition at End of Lease.** Upon vacating the Premises on the termination date, Lessee shall leave the Premises and all improvements thereon in the state of repair and cleanliness required to be maintained by Lessee during the Term of this Agreement and shall peaceably surrender the same to State. At the option of State, Lessee shall at its sole expense remove all improvements constructed by Lessee upon the Premises and return the Premises to grade level free of all debris.

**10.05 Surety Bond.** A surety bond, certificate of deposit assignment, or letter of credit may be required by State to assure completion of construction or development of any improvements costing in excess of $2,500.

**10.06 Hold Harmless.** Lessee shall indemnify, defend and hold harmless State and the Premises from and against all claims and liabilities arising by virtue of or relating to construction of the authorized improvements or repairs made at any time to the authorized improvements (including repairs, restoration and rebuilding). Lessee shall regularly and timely pay any and all amounts properly payable to third parties with respect to such work and will maintain its books and records in the State of Washington, with respect to all aspects of such work and materials therefore, and will make them available for inspection by State or its representatives as requested.

**10.07 Permits; Compliance with Codes.** Lessee shall cause all work on the Premises during the Term to be performed in accordance with all applicable laws and all directions and regulations of all governmental agencies and the representatives of such agencies having jurisdiction. Lessee is responsible, at Lessee's sole cost and expense, to cause the authorized improvements and the Premises to comply with all applicable governmental laws, statutes, rules, regulations and/or ordinances that apply to the Premises during the Agreement Term, whether now in effect, or hereinafter adopted or enacted.

**10.08 State's Repairs.** State shall not be required or obligated to make any changes, alterations, additions, improvements, or repairs in, on, or about the Premises, or any part thereof, during the term of this Agreement.

**10.09 Lessee's Repairs, Alteration, and Maintenance.** Lessee shall, at its sole cost and expense, keep and maintain the Premises and all improvements thereon and all facilities appurtenant thereto (regardless of ownership) in good order and repair and safe condition for the safe conduct of any activities or enterprises conducted on the Premises pursuant to this Agreement, and keep and maintain the whole of the premise, including all improvements in a clean, sanitary and attractive condition.

## SECTION 11 ROADS (NOT APPLICABLE)

## SECTION 12 DEFAULT AND REMEDIES

**12.01 Default.** In the event of any material breach of any provision of this Agreement by Lessee, the breach, after expiration of any grace period as provided in this subsection, shall be

deemed a default entitling State to cancel this Agreement and seek any other remedies set forth in this Agreement or otherwise available at law or equity. State shall deliver to Lessee notice of the breach and a demand that the same be remedied immediately. Lessee shall not be in default if the breach pertains to the payment of money and Lessee cures the breach within thirty (30) days of receipt of the notice, or if the breach pertains to a matter other than the payment of any monies due under this agreement, Lessee shall after receipt of the notice promptly commence to cure the breach and shall cure the breach within forty-five (45) days after receipt of the notice. If such breach is non-monetary in nature, and, as determined by State, is not reasonably susceptible of being cured in said forty-five (45) days (provided that the lack of funds, or the failure or refusal to spend funds, shall not be an excuse for a failure to cure), Lessee shall commence to cure such breach within said period and diligently pursue such action with continuity to completion. If Lessee fails to cure a default, all Lessee owned improvements shall at the option of State, be removed by Lessee, be removed by State at the cost to Lessee, or become the property of State.

**12.02 Reentry.** In the event of any default by Lessee, State shall have the right, with or without canceling the Agreement, to reenter the Premises and remove all persons and property from Premises and take whatever actions may be necessary or advisable to relet, protect or preserve the Premises. Any property so removed may be stored in a public warehouse or other suitable place or otherwise disposed of in State's discretion at the expense and for the account of Lessee. State shall not be responsible for any damages or losses suffered by Lessee as a result of such reentry, removal, storage or other disposition, and no such action shall be construed as an election to terminate this Agreement unless a written notice of termination is given to Lessee.

**12.03 Termination of Agreements.** Whether or not State elects to terminate this Agreement on account of any default by Lessee and subject to any non-disturbance and attornment agreements, if any, State shall have a right to terminate any and all subleases, licenses, concessions or other arrangement for possession affecting Premises. Alternatively, State, in its sole discretion, may succeed to Lessee's interest in such sublease, license, concession or arrangement, and Lessee shall have no further right to or interest in the rent or other consideration receivable thereunder.

**12.04 Survival.** All obligations of Lessee to be performed prior to the expiration or earlier termination shall not cease upon the termination or expiration of this Agreement and shall continue as obligations until fully performed. All clauses of this Agreement that require performance beyond the termination or expiration date shall survive the termination or expiration date of this Agreement. Upon expiration or earlier termination of this Agreement, the rights of Lessee and of all persons, firms, corporations, and entities claiming under Lessee in and to the Premises and all improvements hereon, unless specified otherwise in this Agreement, shall cease.

**12.05 State's Right to Cure Defaults.** If Lessee fails to perform and is in default of any undertaking or promise contained herein, the State shall have the option, but is not obligated, to make such performance after giving ten (10) days written notice to the Lessee. The State's costs and expense to correct Lessee's failure to perform shall be reimbursed by Lessee and shall be immediately due and payable, together with interest accruing from the date such cost or expense is incurred.

**12.06 Remedies Cumulative.** The specified remedies to which the State may resort under the terms of this Agreement are cumulative and are not intended to be exclusive of any other remedies or means of redress to which State may lawfully be entitled in case of any breach or threatened breach by Lessee of any provision of this Agreement.

**12.07 Nonwaiver.** Waiver by the State of strict performance of any provision of this Agreement shall not be a waiver of nor prejudice the State's right to require strict performance of the same provision in the future or of any other provision. The acceptance of performance, rent, or any other sum owing, by State following a breach by the Lessee of any provision of this Agreement shall not constitute a waiver of any right of the State with respect to such breach and State shall be deemed to have waived any right hereunder only if State shall expressly do so in writing.

**12.08 Force Majeure.** The Lessee's failure to comply with any of the obligations under this Agreement shall be excused only if due to causes beyond Lessee's control and without the fault or negligence of the Lessee, including acts of God, acts of the public enemy, acts of any government, fires, floods, epidemics and strikes.

**12.09 Insolvency of Lessee.** If the Lessee becomes insolvent, a receiver is appointed, or Lessee's interest is transferred by operation of law by reason of insolvency, the State may terminate this Agreement at its option. Insolvency as used herein will mean the inability of the Lessee to meet its monetary obligations under this Agreement as they come due.

## SECTION 13 GENERAL PROVISIONS

**13.01 Governing Law.** This Agreement shall be construed, interpreted and enforced pursuant to the laws of the State of Washington. Venue shall be in Thurston County. The terms of this Agreement shall be given their ordinary meaning and shall not be presumed construed in favor of or against either party hereto.

**13.02 No Partnership.** The State is not a partner nor a joint venturer with the Lessee in connection with the activities conducted and business carried on under this Agreement, and the State shall have no obligation with respect to the Lessee's debts or other liabilities.

**13.03 Lessee's Authority.** Persons executing this Agreement on behalf of Lessee represent that they are authorized to do so and represent and warrant that this Agreement is a legal, valid, and binding obligation on behalf of Lessee, and is enforceable in accordance with its terms.

**13.04 State's Authority.** This Agreement is entered into by State pursuant to the authority granted by statute and the Constitution of the State of Washington. The terms and conditions hereof are subject to such statutory and constitutional provisions as may be now in effect and such provisions which do not impair the contractual rights of Lessee under this Agreement which may lawfully be enacted subsequent to the date of this Agreement.

**13.05 Preservation of Markers.** Lessee shall not destroy any land survey corner monuments and reference points (including but not limited to corner markers, witness objects, or line markers) without prior written approval from the State, which shall not be unreasonably withheld. Monuments or reference points that must necessarily be disturbed or destroyed during construction or operations must be adequately referenced and replaced, at the Lessee's cost, under the direction of a State of Washington Professional Land Surveyor, in accordance with all applicable laws of the State of Washington, including but not limited to RCW 58.24, and all relevant Department of natural Resources regulations.

**13.06 Condemnation.** If all of the Premises are taken by any lawful authority under the power of eminent domain for a period which will end on or extend beyond the expiration of the term of this Agreement, this Agreement terminates as of the date the condemner takes possession. If part of the Premises is taken by any lawful authority under the power of eminent domain for a period which will end on or extend beyond the expiration of the term of this Agreement, the State or Lessee may choose to terminate this Agreement as of the date the condemner takes possession. If either the State or Lessee elects to terminate this Agreement, the rents or other charges to be paid by Lessee will be apportioned by the State and paid by the Lessee to the date of taking. If neither the State nor Lessee elects to terminate this Agreement, the rent will be reduced in the same proportion that the value of the portions of the site to be taken bears to the value of the entire site as of the date condemner takes possession.

If the taking is for a period which will end on or extend beyond the expiration of the term of this Agreement, Lessee will have no claim or interest in or to any award of damages for the whole or partial taking of the site, except that the Lessee will be entitled to an amount equal to the fair market value of any improvements as of the date of taking (except trade fixtures) considered by this Agreement to be owned by the Lessee taken by the condemner.

If temporary use of all or part of the site is taken by any lawful authority under the power of eminent domain for a period ending before the expiration of the term, this Agreement will continue in full force and Lessee will be entitled to receive any award from the condemner for the use of all or part of the Premises.

The State and Lessee will give to the other immediate written notice of any proceedings with respect to a condemnation and of any intentions of any authority to exercise the power of eminent domain.

**13.07 Interpretation and Numbering.** This lease has been submitted to the scrutiny of all parties hereto and their counsel if desired, and shall be given a fair and reasonable interpretation in accordance with the words hereof, without consideration or weight given to it being drafted by any party hereto or their counsel. Section and subsection numbers, headings, or titles are for convenience only and are not to be construed to limit or to extend the meaning of any part of this lease.
Section and subsection numbers may be omitted or out of sequence because of inclusion or exclusion of sections or subsections in this lease at the option of the State. Cross references to sections or subsections that are not included in this lease should not be construed as material references.

**13.08 Time of Essence.** Time is expressly declared to be of the essence of this Agreement and each and every covenant of Lessee and the State hereunder.

**13.09 Amendments**. Any amendments, revisions, supplements, or additions to this Agreement or the attached exhibits shall be made in writing executed by the parties hereto, and neither State nor Lessee shall be bound by verbal or implied agreements. Such changes may be made by re-execution of the signature page and the deletion and addition of the appropriate new effective pages or exhibits governing the change, if any.

**13.10 Entire Agreement.** This written Agreement or its successor or replacement contains the entire agreement of the parties hereto with respect to the matters covered hereby, and no other agreement, statement or promise made by any party hereto, or to any employee, officer or agent of any party hereto, which is not contained herein, shall be binding or valid.

**13.11 Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent prove to be invalid, unenforceable, void, or illegal, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall be not affected thereby, and each term and provision of this Agreement shall be valid and be enforced as written to the fullest extent permitted by law.

**13.12 Attorney Fees.** If either party brings suit or submits to an alternative dispute process to interpret or enforce any provision of the agreement, the prevailing party shall be entitled to reasonable attorney fees, paralegal fees, accountant and other expert witness fees and all other fees, costs and expenses actually incurred in connection therewith, including those incurred on appeal, in addition to all other amounts provided by law, regardless of whether the matter proceeds to judgment or is resolved by the defaulting party curing the default.

**13.13 Notices and Submittals.** Any notice or submittal given under this Agreement shall be deemed as received when delivered by hand or five (5) days after deposit in the United States mail with first-class postage affixed, addressed as noted. Changes of address may be given in accordance with this section. Any notice or submittal given under this Agreement shall be:

To the State:

Where Agreement provisions require submittal to State office:
Department of Natural Resources
Product Sales and Leasing Division
P.O. Box 47061
Olympia, WA 98504-7061

Where Agreement provisions require submittal to the State at its Region office:

Department of Natural Resources
South Puget Sound Region Region
950 Farman Avenue North
Enumclaw, WA 98022

To the Lessee at the address affixed with signature or Lessee's last known address.

**13.14 Exhibits.** This agreement is subject to the terms and conditions of exhibits referenced herein, which are attached hereto and by this reference made a part hereof.

Exhibits: 1A - Legal Description and Encumbrances, 5A - HCP Requirements, 10A - Authorized Improvements

KITSAP RIFLE AND REVOLVER CLUB

Dated: _____, 20____.

_____
BRAD SMITH, PRESIDENT

Address: 4900 Seabeck Hwy NW
Bremerton, WA 98312

Phone: (360) 373-1007

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: _____, 20____.

_____
ART TASKER,
South Puget Sound Region Manager

Approved as to form this
27 day of February, 2003
Jim Schwartz, Assistant Attorney General

**NOTARIAL CERTIFICATE**
**ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY**

STATE OF WASHINGTON )
) ss.
COUNTY OF KITSAP )

I certify that I know or have satisfactory evidence that Brad Smith is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he authorized to execute the instrument, and acknowledged it as the president of Kitsap Rifle and Revolver Club to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

(Seal or Stamp)

_____
NOTARY PUBLIC in and for the
State of _____
My appointment

**NOTARIAL CERTIFICATE**
**ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY**

STATE OF WASHINGTON )
) ss.
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Art Tasker is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he authorized to execute the instrument, and acknowledged it as the Region Manager of Washington State Department of Natural Resources, South Puget Sound Region to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

(Seal or Stamp)

_____
NOTARY PUBLIC in and for the
State of _____
My appointment
expires _____
expires _____

# EXHIBIT 1A

Legal Description of Premises &
Reservations

Part of the Southwest quarter of the Southeast quarter and part of the Southeast quarter of the Southwest quarter of Section 36, Township 25 North, Range 1 West, W.M., lying northerly of the North lines of an easement for right of way for road granted to Kitsap County on December 7, 1929, under Application No. 1320, said road being as shown on the regulation plat thereof on file in the office of the Commissioner of Public lands at Olympia, Washington, the above described lands having an area of 72.41 acres, more or less.

**RESERVATIONS / SUBJECT TO:**

Easement #50-CR1320: Road granted to Kitsap County on 12/07/1927 for an indefinite term.

Easement #50-047116: Road granted to E. F. Howerton on 05/09/1985 for an indefinite term.

**EXHIBIT 10A**
Authorized Improvements

(1) One 12 foot X 120 foot covered rifle position shooting building.

(2) One 12 foot X 105 foot covered pistol position shooting building.

(3) One 12 foot X 20 foot storage shed.

(4) One 8 foot X 12 foot target shed.

(5) Electrical meter service panel and power poles.

**EXHIBIT 5A**
**HCP REQUIREMENTS**

1. The Lessee shall immediately notify the State of new locations of Permit species covered in the Incidental Take permit (ITP) that are discovered within the leased Premises covered by the Habitat Conservation Plan (HCP), including, but not limited to: locations of occupied murrelet habitat; spotted owl nest sites; wolves; grizzly bears; nests, communal roosts, or feeding concentrations of bald eagles; peregrine falcon nests; Columbian white-tailed deer; Aleutian Canada geese; and Oregon silverspot butterflies. In all circumstances notification must occur within a 24 hour time period.

2. Upon locating any live, dead, injured, or sick specimens of any listed species covered by the ITP within the leased Premises the Lessee shall immediately notify the State. In all circumstances notification must occur within a 24 hour time period. Lessee may be required to take certain actions to help the State safeguard the well being of any live, injured or sick specimens of any listed species discovered, until the proper disposition of such specimens can be determined by the State.

3. Lessee shall refer to ITP number PRT-812521 (a copy of the ITP is located for reference in the region office) in all correspondence and reports concerning Permit activities.

4. All applicable provisions of the ITP and this schedule must be presented and clearly explained by Lessee to all authorized officers, employees, contractors, or agents of Lessee conducting authorized activities on the Property. Any questions Lessee may have about the ITP should be directed to the State.

5. At this time, the following sensitive areas, conditions or species have been identified on the Premisis. Contact the State for more information on the identified areas.

**Riparian Management Zones**

Bodies of water, including but not limited to those streams, rivers and lakes and other lakes and wetlands have been identified and/or may be located on the Premises. All activities within the Riparian Management Zone, as defined in the HCP and including that portion of the inner riparian ecosystem between the aquatic zone and the direct influence zone (uplands) and including the outer wind buffer, must comply with the current HCP Procedures. Activities in a Riparian Management Zone, including but not limited to cutting or removing any tree and/or timber (including hardwood, merchantable and unmerchantable timber, downed timber, windthrow and snags), and road, trench and/or trail use, and/or maintenance, may be restricted or not permitted during specific times. All activities must provide for no overall net loss of naturally occurring wetland acreage and function.

## Don Burger

**From:** DNR [BRADFORD.PRUITT@dnr.wa.gov]
**Sent:** Friday, January 30, 2009 2:58 PM
**To:** Chip Faver; Kevin Howell; Martha Droge; Matt Keough
**Cc:** CINDY (DNR) NEFF; ROBERT (DNR) WINSLOW; Gregory (DNR) Richards
**Subject:** RE: Request to schedule a meeting next week, Feb 2-6, forKitsap Exchange

Matt, et.al.

I would like to get the job solicitation for the appraisal initiated as soon as possible with Resolve (Steve Shapiro). I'm worried if we don't get that request out early next week we risk missing out on services or worse missing deadlines. Both DNR and Kitsap have agreed Resolve can do the job (one of DNR's approved appraisers and Kitsap has approved the firm), and they can be hired as a sole source contract to expedite the transaction. As we explained to Rick, DNR needs to contract the appraisal using our process to meet fiduciary and policy requirements. Greg Richards, DNR's Chief Appraiser, has agreed to initiate the request for appraisal services, if Kitsap County can forward a statement (e-mail) indicating it will pay appraisal costs. DNR could then go ahead and initiate the appraisal and get Steve Shapiro on line for the job. We can forward appraisal instructions later, once we have all met and discussed the scope of the transaction.

I fear that if we wait for the Letter of Intent to initiate the appraisal we'll loose at least another week and make deadlines for the appraiser difficult to meet. Having a final appraisal done by the end of March is important for seeking Board of Natural Resources approval in May and Closing in June.

Your thoughts? Brad

---

**From:** PRUITT, BRAD (DNR)
**Sent:** Thursday, January 29, 2009 3:05 PM
**To:** 'Kevin Howell'; Chip Faver; Martha Droge; Matt Keough
**Cc:** rickfackler@comcast.net; WINSLOW, ROBERT (DNR); NEFF, CINDY (DNR); SAUNDERS, STEPHEN (DNR); SANDBERG, JULIE (DNR)
**Subject:** RE: Request to schedule a meeting next week, Feb 2-6, forKitsap Exchange

It looks like Cindy is doing a great job setting a meeting date for us to meet next week. Thanks for your cooperation and willingness to schedule this since the timeline the land exchange is very tight. I have asked Cindy to forward a timeline identifying key milestones and tasks needing to be done to facilitate the exchange. The content of that timeline is what I plan as our agenda (finalizing the letter of intent, appraisal, appraiser, appraisal instructions, process of balancing the exchange, stakeholder planning [involving the public, elected officials, and interested parties], working with partners, issues (county plan for the Gun Club, ....), preliminary title and title insurance, public meeting requirement, Board of Natural Resources approval, closing.

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Thanks again for working with Cindy to get a meeting date identified as soon as possible. This is critical for planning resources to complete tasks.

See you soon,

Brad Pruitt, Asset Manager
South Puget Sound Region
(360) 584-5037

---

**From:** Kevin Howell [mailto:kmhowell@co.kitsap.wa.us]
**Sent:** Thursday, January 29, 2009 11:42 AM
**To:** Chip Faver; Martha Droge; Matt Keough; NEFF, CINDY (DNR)
**Cc:** rickfackler@comcast.net; PRUITT, BRAD (DNR); WINSLOW, ROBERT (DNR)
**Subject:** Re: Request to schedule a meeting next week, Feb 2-6, forKitsap Exchange

At this point I can pretty much adjust to any of the times suggested by Cindy. Just let me know what time block to set aside and thanks.

Kevin M. Howell
Deputy Prosecuting Attorney for Kitsap County
Civil Division
614 Division Street, MS-35A
Port Orchard, WA 98366
Email: kmhowell@co.kitsap.wa.us
Phone: (360) 337-7268
Fax: (360) 337-7083

>>> "NEFF, CINDY (DNR)" <CINDY.NEFF@dnr.wa.gov> 1/29/2009 11:21 AM >>>

11:15 am, Thurs, Jan 29,

RE: Kitsap Exchange

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We have five people attending on our end. DNR Chief Appraiser Greg Richards will be on vacation the next two weeks. However, he has agreed to come into the Olympia office (or teleconference) to meet with you.

Brad has asked me to schedule a 2.5 hour meeting on one of the following days. Our appraiser will already be in the office on Monday, Feb. 2, and would be available for a 1:00 pm session if that meets for your group.

Monday, Feb 2 - afternoon only, beginning at 1:00 pm
Wednesday, Feb 4 - all day
Thursday, Feb 5 - morning only
Friday, Feb 6 - all day

Please let me know which, if any, of these days works for whomever will be attending for Kitsap. My phone and email information is below.

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I believe Brad wanted to discuss a joint stakeholder plan. I've reattached a blank copy which I emailed earlier this week in case you want to get started.

Thanks very much, and I look forward to hearing from you.

Cindy Neff
Asset Planning & Transactions
Dept. of Natural Resources
1111 Washington Ste SE
PO Box 47014, Olympia, WA 98504
360-902-1009 (office)
360-902-1789 (fax)
cindy.neff@dnr.wa.gov

## Don Burger

**From:** Martha Droge [MDroge@co.kitsap.wa.us]
**Sent:** Friday, January 30, 2009 3:05 PM
**To:** Terri Lyman
**Subject:** Fwd: RE: Request to schedule a meeting next week, Feb 2-6, forKitsap Exchange

Appraisal Alert...

Martha J. Droge, AICP, ASLA, LEED AP
Park Projects Coordinator
Kitsap County Dept. of Parks & Recreation
614 Division Street MS-1
Port Orchard, WA 98366
360.337.5361 (o)
MDroge@co.kitsap.wa.us

>>> "PRUITT, BRAD (DNR)" < BRADFORD.PRUITT@dnr.wa.gov > 1/30/2009 2:57
>>> PM >>>
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