

KRRC

Public Records Requests

Email

July 2010

(1 of 2)

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, email addresses, etc.) have been redacted from the attached record.

KRRC Email JULY 2010 (1 of 2) - Exemption Log

Pursuant to RCWs 42.56.070 and 5.60.060(2) (a), the records listed below are exempt from disclosure:

DATE	EMAIL AUTHOR	EMAIL RECIPIENT	SUBJECT	REMARKS
7/6/2010	Jim Dunwiddie	Kevin Howell	FW: POSSIBLE SPAM! SCORE = 7.8 Land Clearing at Kitsap Rifle and Revolver Club	Attorney Client Privilege
7/6/2010	Neil R. Wachter	Steve Mount	Fwd: KRRC Encroachment into New Newberry Hill Heritage Park - confidential attorney client communication	Attorney Client Privilege
7/7/2010	Kevin Howell	Jim Dunwiddie	FW: POSSIBLE SPAM! SCORE = 7.8 Land Clearing at Kitsap Rifle and Revolver Club	Attorney Client Privilege
7/7/2010	Neil R. Wachter	Jim Dunwiddie, Kevin Howell	land Clearing at Kitsap Rifle and Revolver Club	Attorney Client Privilege
7/7/2010	Neil R. Wachter	Steve Mount	KRRC Encroachment into New Newberry Hill Heritage Park	Attorney Client Privilege
7/7/2010	Neil R. Wachter	Christian C. Casad, Kevin M. Howell, Russell D. Hauge	KRRC confidential attorney work product	Attorney Work Product
7/7/2010	Christian C. Casad	Neil R. Wachter	Re: confidential attorney work product	Attorney Work Product
7/7/2010	Russell D. Hauge	Neil R. Wachter	Re: confidential attorney work product	Attorney Work Product
7/7/2010	Neil R. Wachter	Josh Brown	Fwd: Fw: Recent Expansion of Kitsap Rifle and Revolver Club - confidential attorney client communication	Attorney Client Privilege
7/7/2010	Neil R. Wachter	Steve Mount	KRRC question - confidential AC communication	Attorney Client Privilege
7/8/2010	Steve Mount	Neil R. Wachter	RE: KRRC question - confidential AC communication	Attorney Client Privilege
7/8/2010	Jim Dunwiddie	Kevin Howell	FW: POSSIBLE SPAM! SCORE = 7.8 Land Clearing at Kitsap Rifle and Revolver Club	Attorney Client Privilege
7/8/2010	Steve Mount	Neil R. Wachter	RE: KRRC Stop Work - confidential attorney client communication	Attorney Client Privilege
7/8/2010	Neil R. Wachter	Steve Mount	RE: KRRC Stop Work - confidential attorney client communication	Attorney Client Privilege
7/8/2010	Steve Mount	Neil R. Wachter	KRRC Stop Work	Attorney Client Privilege
7/8/2010	Neil R. Wachter	Steve Mount	RE: KRRC Stop Work - confidential attorney client communication	Attorney Client Privilege
7/8/2010	Neil R. Wachter	Dana Daniels	Exec. Session Request - Confidential Attorney Client Communication	Attorney Client Privilege
7/8/2010	Nancy B Grennan	Charlotte Garrido, Josh Brown, Steve Bauer	E-Mail Attachment: Executive Session: Confidential - Personnel Matters	RCW 42.17.310(1)(a)/46.56.230(1) Personal information on employees, appointees, or elected officials if disclosure would violate their privacy
7/9/2010	Grant Holdcroft	Neil R. Wachter, Steve Mount	KRRC Photos	Attorney Client Privilege
7/9/2010	Tracey L. Hamilton-Oril	Neil R. Wachter	RE: KRRC - confidential attorney work product communication	Attorney Work Product
7/9/2010	Neil R. Wachter	Tracey L. Hamilton-Oril	RE: KRRC - confidential attorney work product communication	Attorney Work Product
7/9/2010	Neil R. Wachter	Roy P. Barton	RE: KRRC Project - confidential attorney work product	Attorney Work Product
7/9/2010	Roy P. Barton	Neil R. Wachter	KRRC Project - confidential attorney work product	Attorney Work Product
7/9/2010	Neil R. Wachter	Tracey L. Hamilton-Oril	RE: KRRC - confidential attorney work product communication	Attorney Work Product
7/9/2010	Tracey L. Hamilton-Oril	Neil R. Wachter	RE: KRRC - confidential attorney work product communication	Attorney Work Product
7/9/2010	Neil R. Wachter	Tracey L. Hamilton-Oril	KRRC Photos	Attorney Work Product
7/12/2010	Tracey L. Hamilton-Oril	Neil R. Wachter	RE: KRRC - confidential attorney work product communication	Attorney Work Product
7/12/2010	Neil R. Wachter	Jim Dunwiddie	CONFIDENTIAL - Newberry Hill Heritage Park/Kitsap Rifle & Revolver Club	Attorney Client Privilege
7/12/2010	Jim Dunwiddie	Neil R. Wachter	CONFIDENTIAL - Newberry Hill Heritage Park/Kitsap Rifle & Revolver Club	Attorney Client Privilege
7/12/2010	Christian C. Casad	Neil R. Wachter	RE: Confidential - Newberry Hill Heritage Park/Kitsap Rifle & Revolver Club	Attorney Work Product
7/12/2010	Neil R. Wachter	Tracey L. Hamilton-Oril, Kevin M. Howell, Russell D. Hauge, Christian C. Casad	FW: CONFIDENTIAL - Newberry Hill Heritage Park/Kitsap Rifle & Revolver Club	Attorney Work Product
7/12/2010	Russell D. Hauge	Neil R. Wachter	RE:FW: CONFIDENTIAL - Newberry Hill Heritage Park/Kitsap Rifle & Revolver Club	Attorney Work Product
7/13/2010	Neil R. Wachter	Jeff Rowe-Hornbaker	R105 or R107 question - confidential attorney client communication	Attorney Client Privilege
7/13/2010	Kevin M. Howell	Neil R. Wachter	KRRC Boundary Survey	Attorney Work Product
7/13/2010	Tracey L. Hamilton-Oril	Neil R. Wachter	RE:today - confidential attorney work product	Attorney Work Product
7/13/2010	Neil R. Wachter	Russell D. Hauge	RE:today - confidential attorney work product	Attorney Work Product
7/14/2010	Tracey L. Hamilton-Oril	John James	KRRC	Attorney Work Product
7/14/2010	Kevin M. Howell	Tracey L. Hamilton-Oril	RE: KRRC	Attorney Work Product
7/14/2010	7/14/2010	Kevin M. Howell, Tracey L. Hamilton-Oril	RE: KRRC	Attorney Work Product
7/14/2010	Kevin M. Howell	Tracey L. Hamilton-Oril	RE: KRRC	Attorney Work Product
7/14/2010	Tracey L. Hamilton-Oril	Neil R. Wachter, Kevin M. Howell	RE: KRRC	Attorney Work Product
7/14/2010	Tracey L. Hamilton-Oril	Neil R. Wachter	RE: KRRC	Attorney Work Product
7/14/2010	Neil R. Wachter	Tracey L. Hamilton-Oril	RE: KRRC	Attorney Work Product
7/14/2010	Neil R. Wachter	Jim Dunwiddie	RE: Confidential - Newberry Hill Heritage Park/Kitsap Rifle & Revolver Club	Attorney Client Privilege
7/14/2010	Neil R. Wachter	Tracey L. Hamilton-Oril	RE: KRRC	Attorney Work Product
7/14/2010	Neil R. Wachter	Tracey L. Hamilton-Oril	RE: KRRC	Attorney Work Product
7/14/2010	Tracey L. Hamilton-Oril	Neil R. Wachter	RE: KRRC	Attorney Work Product
7/14/2010	Jim Dunwiddie	Neil R. Wachter	CONFIDENTIAL - Newberry Hill Heritage Park/Kitsap Rifle & Revolver Club	Attorney Client Privilege
7/14/2010	Jim Dunwiddie	Neil R. Wachter	CONFIDENTIAL FW: Newberry Hill & KRRC - boundary line adjustment	Attorney Client Privilege
7/14/2010	Tracey L. Hamilton-Oril	John James	KRRC	Attorney Work Product
7/15/2010	Neil R. Wachter	John James	One more deed	Attorney Work Product

KRRC Email JULY 2010 (1 of 2) - Exemption Log

7/15/2010	Neil R. Wachter	Tracey L. Hamilton-Oril	FW: Recent Expansion of Kitsap Rifle and Revolver Club	Attorney Work Product
7/15/2010	Steve Heacock	Neil R. Wachter	RE: ASW question	Attorney Client Privilege
7/15/2010	Neil R. Wachter	Steve Heacock	ASW question	Attorney Client Privilege
7/15/2010	Kim Dunn	Neil R. Wachter	RE: SW Letter to KRRC	Attorney Client Privilege
7/15/2010	Neil R. Wachter	Kim Dunn	SW Letter to KRRC	Attorney Client Privilege
7/15/2010	Kevin M. Howell	Dori Leckner, Jim Dunwiddie	KRRC Boundaries	Attorney Client Privilege
7/15/2010	Kim Dunn	Neil R. Wachter	FW: Kitsap Rifle and Revolver Club	Attorney Client Privilege
7/15/2010	Kim Dunn	Neil R. Wachter, Tracey L. Hamilton-Oril	RE: SW Letter to KRRC	Attorney Client Privilege
7/15/2010	Tracey L. Hamilton-Oril	Neil R. Wachter, Kim Dunn	RE: SW Letter to KRRC	Attorney Client Privilege
7/15/2010	Neil R. Wachter	Tracey L. Hamilton-Oril	RE: SW Letter to KRRC	Attorney Work Product
7/15/2010	Neil R. Wachter	Steve Heacock	RE: ASW question - confidential	Attorney Client Privilege
7/15/2010	David Greetham	Neil R. Wachter	RE: Recent Expansion of Kitsap Rifle and Revolver Club	Attorney Client Privilege
7/15/2010	Neil R. Wachter	David Greetham	FW: Recent Expansion of Kitsap Rifle and Revolver Club	

Don Burger

From: Cam Mandeville [CMandevi@co.kitsap.wa.us]
Sent: Thursday, July 01, 2010 9:05 PM
To: Dennis Bonneville; Michele R. Davis
Cc: Gary Simpson; SA B
Subject: Ref to Kitsap Rifle and Gun Club

Dennis and Michele----

After speaking with you (Dennis) on Thursday and then calling Skip Junis on Thursday evening I was able to get more information about our upcoming meeting.

According to Junis he rescheduled it with Michele for 1500 hours (not 1400 hours now) on Tuesday, July 6th,

Skip Junis and the four or so people accompanying him to the meeting are NOT with the Rifle and Gun Club, they are with the citizenry against the club.

They have been meeting with Steve Mount from DCD and Neil Wachter from the Prosecutor's Office in the past, and want to share their information and concerns with KCSO as well now, and to try to get our insight and advice on how to proceed from here.

They are going to come with plenty documentation, maps, etc, for us to look at. They want to explain THEIR side of the issue to us, and then ask for our insight and to provide recommendations to them.

Dennis---If its alright with you, I will plan on coming down to Port Orchard at 1300 instead of 1200, since the meeting is now going to be an hour later.

Michele---They will come to the front desk. I don't know what the plans are for a meeting location, but it appears that there will be a total of about 8 or 10 of us with the Sheriff and all.

Just so that you both are aware.....Cam

Don Burger

From: Gail and Kevin Gross [kevinandgail@[REDACTED]]
Sent: Sunday, July 04, 2010 10:34 AM
To: Jim Dunwiddie; Martha Droge
Cc: Terry Allison
Subject: Newberry Hill Heritage Park Encroachment
Attachments: Newberry Hill Park Walk_June 2010 005.jpg; Newberry Hill Heritage Park.pptx; Newberry Hill Park Walk_June 2010 004.jpg

Jim and Martha, attached are some photos of improvements created by the Kitsap Rifle and Revolver Club on what was previously DNR property, ostensibly to prevent motorized vehicles from entering the Club from the Northeast corner (using existing logging roads).

This berm and trench is approximately 600 feet north of the property line, inside the new Newberry Hill Heritage Park.

Sincerely,
Kevin Gross
[REDACTED]
Bremerton, WA 98312
([REDACTED])





Don Burger

From: Gail and Kevin Gross [kevinandgail@[REDACTED]]
Sent: Sunday, July 04, 2010 10:57 AM
To: Neil R. Wachter
Cc: Terry Allison; skip junis
Subject: KRRC Encroachment into New Newberry Hill Heritage Park
Attachments: Newberry Hill Park Walk_June 2010 005.jpg; Newberry Hill Heritage Park.pptx; Newberry Hill Park Walk_June 2010 004.jpg

Mr. Wachter, the attached photos depict site improvements made by the Kitsap Rifle and Revolver Club (KRRC) in the new Newberry Hill Heritage Park, ostensibly to prevent motorized vehicles and horse riders from entering the KRRC from the Northeast corner. I have advised Mr. Jim Dunwiddie, the County Parks and Recreation Director, as well.

This berm and trench was created by the KRRC along an old logging road when this was DNR land. This is located approximately 600 feet north of the KRRC boundary well inside of the new Newberry Hill Heritage park. Map North is to the right.

Sincerely,
Kevin Gross

([REDACTED])





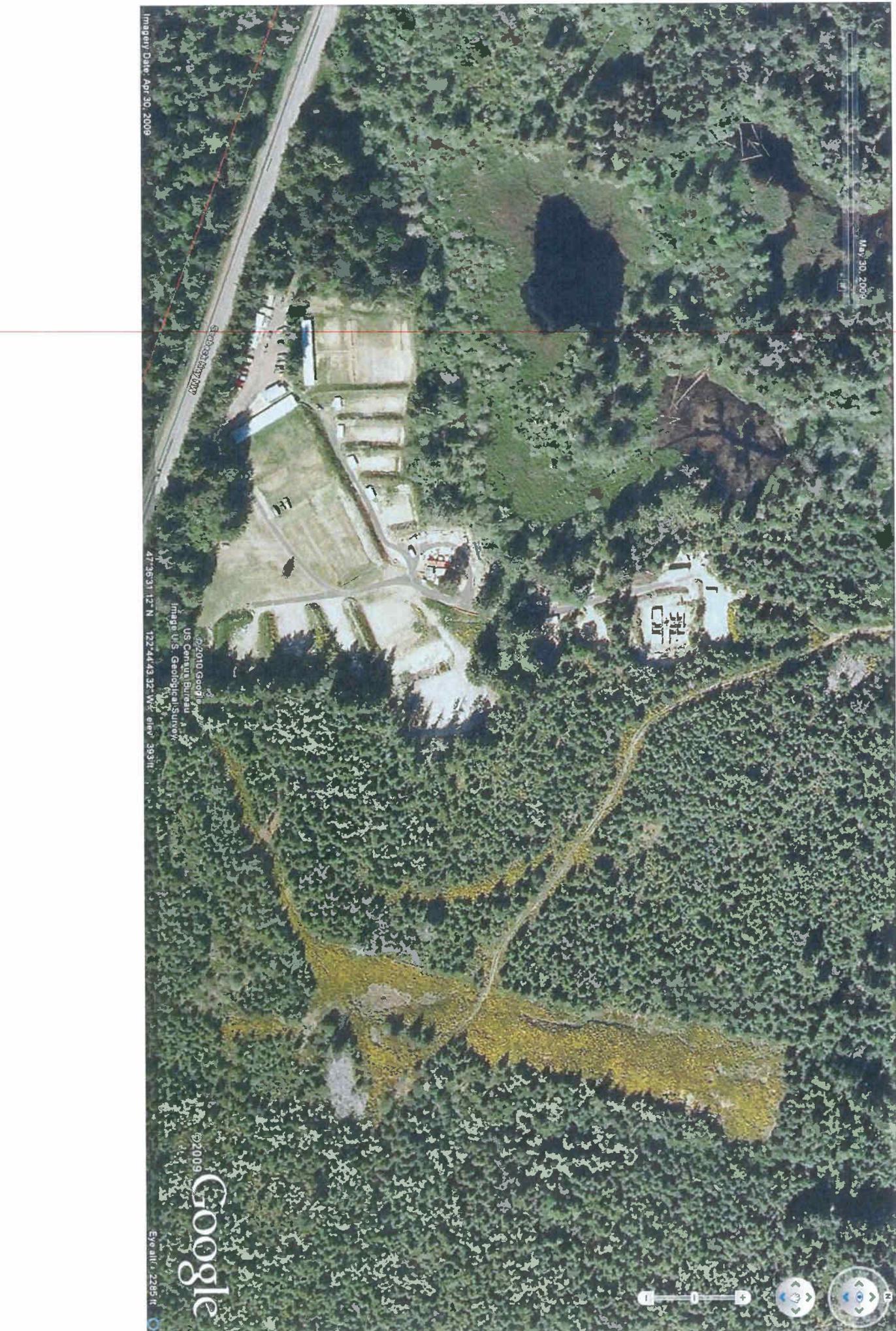
Don Burger

From: Gail and Kevin Gross [kevinandgail@██████████]
Sent: Monday, July 05, 2010 8:21 AM
To: Neil R. Wachter; Steve Mount
Cc: Larry Keeton; Terry Allison
Subject: POSSIBLE SPAM! SCORE = 7.8 Land Clearing at Kitsap Rifle and Revolver Club
Attachments: KRRC Google Earth 30 May 2009.jpg; KRRC Google Earth 15 May 2010.jpg

Attached is the most recent satellite imagery of the Kitsap Rifle and Revolver Club dated May 15, 2010. Please note that they have cleared, again, the 300 meter rifle line (large cleared area to the right) for which Steve Mount issued the cease and desist order back in about 2005. Compare this to satellite imagery dated May 30, 2009 showing scotch broom growing on the abandoned 300 meter rifle line.

I believe that we should want to meet again to determine what action can and will be taken to stop this most recent grading permit violation.

Sincerely,
Kevin T. Gross
5619 NW Iskra Blvd.
Bremerton, WA 98312
(360) 307-9022



May 30, 2009

Schoenbach Rd

©2010 Google
US Century Bureau
Image U.S. Geological Survey

47°36'51.12" N 122°44'43.32" W Elev: 393ft

©2009
Google

Eye alt: 2285 ft



Imagery Date: May 15, 2010

Seabeck Hwy, NY

US Census Bureau
© 2010 Google
47°36'30.91" N 122°44'41.80" W elev 405 ft

©2009 Google

Eye alt 2352 ft

Don Burger

From: Gail and Kevin Gross [kevinandgail@[REDACTED]]
Sent: Monday, July 05, 2010 10:01 AM
To: Jim Dunwiddie; Martha Droge
Cc: Terry Allison
Subject: POSSIBLE SPAM! SCORE = 7.8 Land Clearing at Kitsap Rifle and Revolver Club
Attachments: KRRC Google Earth 30 May 2009.jpg; KRRC Google Earth 15 May 2010.jpg

Importance: High

Mr. Dunwiddie, with the apparent expansion of the (new) 300 meter rifle shooting lines (large cleared area at right of satellite imagery) you can expect increased incidences of stray bullet incursions into the new Newberry Hill Heritage Park.

A member of our group already has experienced bullets flying overhead in the trees while walking along the south (old logging road) trail in the park. I can have him contact you if you wish a personal testament to this experience.

If you find this disturbing, you may wish to contact Mr. Neil Wachter, Senior Kitsap County Prosecuting Attorney, to assess how you may register your concern.

Sincerely,
Kevin Gross

([REDACTED])

----- Original Message -----

From: Gail and Kevin Gross
To: Steve Mount ; Neil Wachter
Cc: Larry Keeton ; Terry Allison
Sent: Monday, July 05, 2010 8:20 AM
Subject: Land Clearing at Kitsap Rifle and Revolver Club

Attached is the most recent satellite imagery of the Kitsap Rifle and Revolver Club dated May 15, 2010. Please note that they have cleared, again, the 300 meter rifle line (large cleared area to the right) for which Steve Mount issued the cease and desist order back in about 2005. Compare this to satellite imagery dated May 30, 2009 (actually April 2009) showing scotch broom growing on the abandoned 300 meter rifle line.

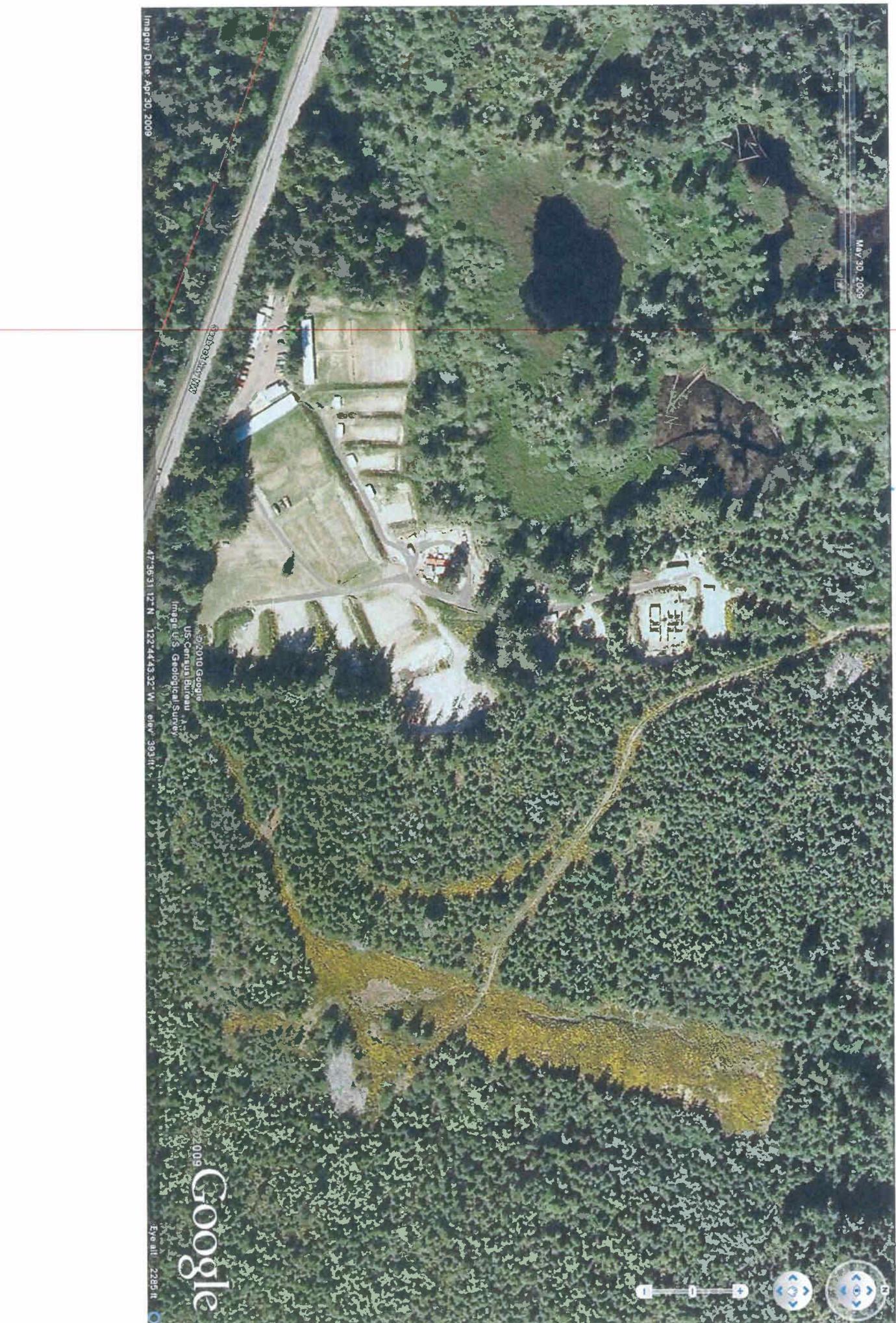
I believe that we should want to meet again to determine what action can and will be taken to stop this most recent grading permit violation.

Sincerely,
Kevin T. Gross

([REDACTED])

Bremerton, WA 98312

([REDACTED])



MAY 30, 2009

©2009 Google

Imagery Date: Apr 30, 2009

47°56'31.12" N 122°44'43.32" W 61m / 399ft

©2010 Google
U.S. Census Bureau
Image U.S. Geological Survey

©2009 Google

Eye alt: 2285 ft



Imagery Date: May 15, 2010

Seabrook Hwy NW

US Census Bureau
© 2010 Google
47°55'30.91" N 122°44'41.80" W elev. 405 ft

©2009 Google

Eye alt. 2352 ft



Application	5 YR Cost	Calculations
Capital Equipment Replacement		
IPS/IDS	\$ 2,000	\$20,000 * 50%=\$10,000.00 / 3 yrs= \$3,333
Firewall	3,200	\$100,000 replacement cost / 3 yrs= \$33,333 * 20%= \$6,666/yr
NetScaler Replacement	4,000	\$40,000 purchase price * 50%=\$20,000/ 3yrs=\$6,666 O/S=6 servers * \$1500=\$9,000 / 3yr= \$3,000/yr, ESX Host (includes support) \$14,000 / 3yr= \$4,666 * 60%= \$2,800
Server Replacement	3,480	\$7,500 per TB COPS usage = 500 GB \$3,750
Storage	3,750	COPS portion of software/hardware/infrastructure
Disaster Recovery	5,039	
Total Annual Capital Equipment Cost	21,469	
Routine Annual Expenses		
Infrastructure	1,000	Routers & Switches (Hardware and Maintenance) \$5,000
Bandwidth/SP	7,625	Yearly ISP cost=\$38,125.92 * 20%= \$7,625/yr
Storage Maintenance	150	\$150 for one yr maint of 500GB
Terminal Services CALS	1,836	\$54/cal * 170=\$9,180/3 yrs = \$3,060 per yr
Netmotion	16,600	\$83,000 / 3yr= \$27,666 / 5 yr= \$16,600
Citrix	9,010	\$53/CAL/YR * 170=\$9,010
Citrix Support	4,000	RSI annual maintenance contract
NetScaler Maint *	4,500	\$9,000/yr support costs * 50%=\$4,500
Total Routine Annual Expenses	44,721	
Billable Support		
County Help Desk	6,000	\$50/hr * 10 hrs/mo=\$500 * 12 months=\$6,000
County Engineering	17,760	\$74/hr * 20 hrs/mo=\$1,480 * 12 months=\$17,760
Total Billable Support	23,760	
additions highlighted in yellow at right	17,700	added 01/27/2010
Grand Total	\$ 107,650	
	\$ 633	Annual Cost per MCT (170)
	\$66,190.00	
	\$17,700.00	
	\$83,890.00	

These two figures given to Richard on 01/27/2010 to be added to TCO for billing to MCT users
 Citrix NetScaler Gold Support for 12 mos=\$11,500.00
 Citrix Presentation Server Platinum Edition for 12 mos=\$6,200.00

Does not include leads, Verizon, imobile, ect.

\$5,515.83

Don Burger

From: Jim Dunwiddie [JDunwiddie@co.kitsap.wa.us]
Sent: Tuesday, July 06, 2010 10:28 AM
To: Kevin Howell
Subject: FW: POSSIBLE SPAM! SCORE = 7.8 Land Clearing at Kitsap Rifle and Revolver Club
Attachments: KRRC Google Earth 15 May 2010.jpg; KRRC Google Earth 30 May 2009.jpg

Importance: High

Kevin,

Jim

From: Gail and Kevin Gross [mailto:kevinandgail@[REDACTED]]
Sent: Monday, July 05, 2010 10:01 AM
To: Martha Droge; Jim Dunwiddie
Cc: Terry Allison
Subject: POSSIBLE SPAM! SCORE = 7.8 Land Clearing at Kitsap Rifle and Revolver Club
Importance: High

Mr. Dunwiddie, with the apparent expansion of the (new) 300 meter rifle shooting lines (large cleared area at right of satellite imagery) you can expect increased incidences of stray bullet incursions into the new Newberry Hill Heritage Park.

A member of our group already has experienced bullets flying overhead in the trees while walking along the south (old logging road) trail in the park. I can have him contact you if you wish a personal testament to this experience.

If you find this disturbing, you may wish to contact Mr. Neil Wachter, Senior Kitsap County Prosecuting Attorney, to assess how you may register your concern.

Sincerely,
Kevin Gross

([REDACTED])

----- Original Message -----

From: [Gail and Kevin Gross](#)
To: [Steve Mount](#) ; [Neil Wachter](#)
Cc: [Larry Keeton](#) ; [Terry Allison](#)
Sent: Monday, July 05, 2010 8:20 AM
Subject: Land Clearing at Kitsap Rifle and Revolver Club

Attached is the most recent satellite imagery of the Kitsap Rifle and Revolver Club dated May 15, 2010. Please note that they have cleared, again, the 300 meter rifle line (large cleared area to the right) for which Steve Mount issued the cease and desist order back in about 2005. Compare this to satellite imagery dated May 30, 2009 (actually April 2009) showing scotch broom growing on the abandoned 300 meter rifle line.

I believe that we should want to meet again to determine what action can and will be taken to stop this most recent grading permit violation.

Sincerely,
Kevin T. Gross

([REDACTED])
Bremerton, WA 98312

([REDACTED])



Imagery Date: May 15, 2010

Seaback Hwy, NY

US Census Bureau
© 2010 Google
47°36'30.91" N 122°44'41.80" W 6187 405 ft

©2009 Google

Eye alt: 2352 ft



MAY 30, 2008



Imagery Date: Apr 30, 2008

47°38'31.12" N 122°44'43.32" W 6ft x 393ft

©2010 Google
US Census Bureau
Image U.S. Geological Survey

©2010 Google
Google

Eye alt: 2285 ft

Don Burger

From: Jim Dunwiddie [JDunwiddie@co.kitsap.wa.us]
Sent: Tuesday, July 06, 2010 10:28 AM
To: Kevin M. Howell
Subject: FW: POSSIBLE SPAM! SCORE = 7.8 Land Clearing at Kitsap Rifle and Revolver Club
Attachments: KRRC Google Earth 15 May 2010.jpg; KRRC Google Earth 30 May 2009.jpg
Importance: High

Kevin,

[REDACTED]

Jim

From: Gail and Kevin Gross [mailto:kevinandgail@[REDACTED]]
Sent: Monday, July 05, 2010 10:01 AM
To: Martha Droge; Jim Dunwiddie
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Subject: POSSIBLE SPAM! SCORE = 7.8 Land Clearing at Kitsap Rifle and Revolver Club
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Sincerely,

Kevin Gross

[REDACTED]

----- Original Message -----

From: Gail and Kevin Gross

To: Steve Mount ; Neil Wachter

Cc: Larry Keeton ; Terry Allison

Sent: Monday, July 05, 2010 8:20 AM

Subject: Land Clearing at Kitsap Rifle and Revolver Club

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Sincerely,

Kevin T. Gross

████████████████████

Bremerton, WA 98312

(████████████████████)

Imagery Date: May 13, 2010

Seabeck Hwy MW

47°36'30.91" N 122°44'41.80" W elev 405 ft

US Census Bureau
© 2010 Google

©2009 Google

Eye alt 2352 ft



MAY 30, 2009



Rd 2022/122e 0022

© 2010 Google
U.S. Census Bureau
Image U.S. Geological Survey
47°36'51.12" N 122°44'43.32" W elev 3931ft

© 2009 Google
Eye alt: 2285 ft



Don Burger

From: Neil R. Wachter [NWachter@co.kitsap.wa.us]
Sent: Tuesday, July 06, 2010 3:26 PM
To: Steve Mount
Cc: Christian C. Casad; Kevin M. Howell; Russell D. Hauge; Tracey L. Hamilton-Oril
Subject: Fwd: KRRC Encroachment into New Newberry Hill Heritage Park - confidential attorney client communication
Attachments: KRRC Encroachment into New Newberry Hill Heritage Park

Steve:

Thanks,

Neil

Neil R. Wachter
Sr. Deputy Prosecuting Attorney
Kitsap County Prosecutor's Office
614 Division Street, MS-35A
Port Orchard, WA 98366
360.337.4979 360.337.7083 (fax)
nwachter@co.kitsap.wa.us

Don Burger

From: Gail and Kevin Gross [kevinandgail@[REDACTED]]
Sent: Sunday, July 04, 2010 10:57 AM
To: Neil R. Wachter
Cc: Terry Allison; skip junis
Subject: KRRC Encroachment into New Newberry Hill Heritage Park
Attachments: Newberry Hill Park Walk_June 2010 005.jpg; Newberry Hill Park Walk_June 2010 004.jpg; Newberry Hill Heritage Park.pptx

Mr. Wachter, the attached photos depict site improvements made by the Kitsap Rifle and Revolver Club (KRRC) in the new Newberry Hill Heritage Park, ostensibly to prevent motorized vehicles and horse riders from entering the KRRC from the Northeast corner. I have advised Mr. Jim Dunwiddie, the County Parks and Recreation Director, as well.

This berm and trench was created by the KRRC along an old logging road when this was DNR land. This is located approximately 600 feet north of the KRRC boundary well inside of the new Newberry Hill Heritage park. Map North is to the right.

Sincerely,
Kevin Gross
([REDACTED])

Don Burger

From: Gail and Kevin Gross [kevinandgail@[REDACTED]]
Sent: Tuesday, July 06, 2010 8:27 PM
To: Charlotte Garrido; Josh W. Brown; Steve Bauer
Cc: Neil R. Wachter; rhaug@kitsap.wa.us; Terry Allison; skip junis
Subject: POSSIBLE SPAM! SCORE = 8.0 Recent Expansion of Kitsap Rifle and Revolver Club
Attachments: KRRC GOOGLE Earth Imagery_15 May 2010.pptx; KRRC Google Earth 30 April 2009.jpg; KRRC Google Earth 15 May 2010.jpg

Attached please find three Google Earth photographs of Kitsap Rifle and Revolver Club (KRRC). A brief description of these photos is as follows:

- 1.) Google Earth photo from May 2010 with notations regarding various construction activities that have taken place since a comparison with a Google Earth photo of April/May 2009.
- 2.) Google Earth photo from April/May 2009.
- 3.) Google Earth photo from May 2010 (without notations).

One of the photos is the most recent satellite imagery of the Kitsap Rifle and Revolver Club (KRRC) dated May 15, 2010. This May 15, 2010 imagery shows that KRRC has again cleared the '300 meter rifle line' (large cleared area to the right) for which the Kitsap County Department of Community Development (Steve Mount, Code Enforcement) issued a stop work order in September 2005 because there was no grading permit issued to perform this work.

Compare this to satellite imagery dated April/May 2009 showing vegetation growing on the abandoned '300 meter rifle line', following issuance of the September 2005 stop work order. The Department of Natural Resources, then-owner of the property, had required reforestation with 1,000 seedlings. (There is some question as to whether the reforestation was ever completed).

Additionally shown in the May 15, 2010 satellite imagery are significant material storage sites including a collection of drums and clearance of roads serving the '300 meter rifle line' and additional sites that are away from the firing lines. A number of these sites have either been constructed or added to since the April/May 2009 satellite photo.

Sincerely,
Kevin and Gail Gross
[REDACTED]
Bremerton, WA 98312
([REDACTED])

May 30, 2009



Imagery Date: Apr 30, 2009

©2009 Google

©2010 Google
U.S. Centennial Bureau
Imagery © U.S. Geological Survey

47°36'31.12" N 122°44'43.32" W elev: 393ft

©2009
Google

Eye alt: 2285ft



Imagery Date: May 15, 2010

Seabeck Hwy NW

US Census Bureau
© 2010 Google
47°38'30.81" N 122°44'41.80" W elev 405 ft

©2009 Google

Eye alt 2352 ft



Don Burger

From: Kevin M. Howell [KMHowell@co.kitsap.wa.us]
Sent: Wednesday, July 07, 2010 8:47 AM
To: Jim Dunwiddie
Cc: Neil R. Wachter
Subject: Re: FW: POSSIBLE SPAM! SCORE = 7.8 Land Clearing at Kitsap Rifle and Revolver Club

Jim,

[REDACTED]

Kevin

>>> Jim Dunwiddie 7/6/2010 10:28 AM >>>
Kevin,

[REDACTED]

Jim

From: Gail and Kevin Gross [mailto:kevinandgail@[REDACTED]]
Sent: Monday, July 05, 2010 10:01 AM
To: Martha Droge; Jim Dunwiddie
Cc: Terry Allison
Subject: POSSIBLE SPAM! SCORE = 7.8 Land Clearing at Kitsap Rifle and Revolver Club
Importance: High

Mr. Dunwiddie, with the apparent expansion of the (new) 300 meter rifle shooting lines (large cleared area at right of satellite imagery) you can expect increased incidences of stray bullet incursions into the new Newberry Hill Heritage Park.

A member of our group already has experienced bullets flying overhead in the trees while walking along the south (old logging road) trail in the park. I can have him contact you if you wish a personal testament to this experience.

If you find this disturbing, you may wish to contact Mr. Neil Wachter, Senior Kitsap County Prosecuting Attorney, to assess how you may register your concern.

Sincerely,

Kevin Gross

([REDACTED])

----- Original Message -----

From: Gail and Kevin Gross

To: Steve Mount ; Neil Wachter

Cc: Larry Keeton ; Terry Allison

Sent: Monday, July 05, 2010 8:20 AM

Subject: Land Clearing at Kitsap Rifle and Revolver Club

Attached is the most recent satellite imagery of the Kitsap Rifle and Revolver Club dated May 15, 2010. Please note that they have cleared, again, the 300 meter rifle line (large cleared area to the right) for which Steve Mount issued the cease and desist order back in about 2005. Compare this to satellite imagery dated May 30, 2009 (actually April 2009) showing scotch broom growing on the abandoned 300 meter rifle line.

I believe that we should want to meet again to determine what action can and will be taken to stop this most recent grading permit violation.

Sincerely,

Kevin T. Gross

[REDACTED]

Bremerton, WA 98312

([REDACTED])

Don Burger

From: Gail and Kevin Gross [kevinandgail@[REDACTED]]
Sent: Wednesday, July 07, 2010 9:14 AM
To: Russell D. Hauge
Subject: POSSIBLE SPAM! SCORE = 8.0 Recent Expansion of Kitsap Rifle and Revolver Club
Attachments: KRRC Google Earth 30 April 2009.jpg; KRRC Google Earth 15 May 2010.jpg; KRRC GOOGLE Earth Imagery_15 May 2010.pptx

Re-sent due to error in email address.

----- Original Message -----

From: Gail and Kevin Gross
To: cgarido@co.kitsap.wa.us ; jwbrown@co.kitsap.wa.us ; sbauer@co.kitsap.wa.us
Cc: Neil Wachter ; rhaug@kitsap.wa.us ; Terry Allison ; Skip Junis
Sent: Tuesday, July 06, 2010 8:26 PM
Subject: Recent Expansion of Kitsap Rifle and Revolver Club

Attached please find three Google Earth photographs of Kitsap Rifle and Revolver Club (KRRC). A brief description of these photos is as follows:

- 1.) Google Earth photo from May 2010 with notations regarding various construction activities that have taken place since a comparison with a Google Earth photo of April/May 2009.
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- 3.) Google Earth photo from May 2010 (without notations).

One of the photos is the most recent satellite imagery of the Kitsap Rifle and Revolver Club (KRRC) dated May 15, 2010. This May 15, 2010 imagery shows that KRRC has again cleared the '300 meter rifle line' (large cleared area to the right) for which the Kitsap County Department of Community Development (Steve Mount, Code Enforcement) issued a stop work order in September 2005 because there was no grading permit issued to perform this work.

Compare this to satellite imagery dated April/May 2009 showing vegetation growing on the abandoned '300 meter rifle line', following issuance of the September 2005 stop work order. The Department of Natural Resources, then-owner of the property, had required reforestation with 1,000 seedlings. (There is some question as to whether the reforestation was ever completed).

Additionally shown in the May 15, 2010 satellite imagery are significant material storage sites including a collection of drums and clearance of roads serving the '300 meter rifle line' and additional sites that are away from the firing lines. A number of these sites have either been constructed or added to since the April/May 2009 satellite photo.

Sincerely,
Kevin and Gail Gross
[REDACTED]
Bremerton, WA 98312
([REDACTED])

May 30, 2009



Imagery Date: Apr 30, 2009

47°38'51.12" N 122°44'43.32" W 61m 393ft

©2010 Google
Image by US-Century Bureau
Image by U.S. Geological Survey

©2009 Google

Eye alt: 2285 ft





Imagery Date: May 15, 2010

Seabeck Hwy NY

47°39'30.81" N 122°44'41.80" W elev 405 ft

US Census Bureau
© 2010 Google

©2009 Google

Eye alt 2352 ft



Don Burger

From: Neil R. Wachter [NWachter@co.kitsap.wa.us]
Sent: Wednesday, July 07, 2010 9:28 AM
To: Jim Dunwiddie; Kevin M. Howell
Cc: Tracey L. Hamilton-Oril
Subject: land Clearing at Kitsap Rifle and Revolver Club

Jim,



Neil

Neil R. Wachter
Sr. Deputy Prosecuting Attorney
Kitsap County Prosecutor's Office
614 Division Street, MS-35A
Port Orchard, WA 98366
360.337.4979 360.337.7083 (fax)
nwachter@co.kitsap.wa.us

>>> Kevin Howell Wednesday, July 07, 2010 8:46 AM >>>
Jim,



Kevin

>>> Jim Dunwiddie 7/6/2010 10:28 AM >>>
Kevin,



Jim

From: Gail and Kevin Gross [mailto:kevinandgail@
Sent: Monday, July 05, 2010 10:01 AM
To: Martha Droge; Jim Dunwiddie
Cc: Terry Allison
Subject: POSSIBLE SPAM! SCORE = 7.8 Land Clearing at Kitsap Rifle and Revolver Club
Importance: High

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Sincerely,

Kevin Gross

[REDACTED]

----- Original Message -----

From: Gail and Kevin Gross

To: ~~Steve Mount ; Neil Wachter~~

Cc: Larry Keeton ; Terry Allison

Sent: Monday, July 05, 2010 8:20 AM

Subject: Land Clearing at Kitsap Rifle and Revolver Club

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I believe that we should want to meet again to determine what action can and will be taken to stop this most recent grading permit violation.

Sincerely,

Kevin T. Gross

[REDACTED]

Bremerton, WA 98312

[REDACTED]

Don Burger

From: sjunis@[REDACTED]
Sent: Wednesday, July 07, 2010 10:45 AM
To: Charlotte Garrido; Josh W. Brown; Steve Bauer
Cc: Christian C. Casad; Neil R. Wachter; Russell D. Hauge; Steve Mount; grellk@health.co.kitsap.wa.us
Subject: POSSIBLE SPAM! SCORE = 5.9 Fw: Recent Expansion of Kitsap Rifle and Revolver Club
Attachments: KRRC Google Earth 30 April 2009.jpg; KRRC GOOGLE Earth Imagery_15 May 2010.pptx; KRRC Google Earth 15 May 2010.jpg

Something must be done to stop the expansion being conducted by KRRC without permits. With no County or State agency approval KRRC has expanded their facility by 800%, at the expense of the Wetlands. Please review the latest Google Site photograph to see that the club has not stopped construction, even though they have been told to stop all development. This latest photo is most disturbing as it clearly shows the club intruding on the wetlands, and after a winter of above average rain shows that the wetlands are disappearing. There is gentleman (Strickland)who is monitoring the wetlands and has told our group he estimates a depletion of 40 to 60% of these Federal Class 1 Wetlands.

Attached please find three Google Earth photographs of Kitsap Rifle and Revolver Club (KRRC). A brief description of these photos is as follows:

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Sincerely,
Kevin and Gail Gross
[REDACTED]
Bremerton, WA 98312
[REDACTED]

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MAY 30, 2009

SR0002 (2007 002)

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US Census Bureau
Imagery © US Geological Survey

47°39'11.72" N, 122°44'43.32" W, 816' - 302ft

©2009 Google

Eye alt: 2285 ft





Imagery Date: May 15, 2013

Satebeck FM, NW

US Census Bureau
© 2010 Google
47°39'30.81" N 122°44'41.80" W elev 405 ft

©2009 Google

Eye alt 2382 ft



Don Burger

From: Neil R. Wachter [NWachter@co.kitsap.wa.us]
Sent: Wednesday, July 07, 2010 11:03 AM
To: Steve Mount
Cc: Tracey L. Hamilton-Oril
Subject: Fwd: KRRC Encroachment into New Newberry Hill Heritage Park
Attachments: KRRC Encroachment into New Newberry Hill Heritage Park



Neil

Neil R. Wachter
Sr. Deputy Prosecuting Attorney
Kitsap County Prosecutor's Office
614 Division Street, MS-35A
Port Orchard, WA 98366
360.337.4979 360.337.7083 (fax)
nwachter@co.kitsap.wa.us

Don Burger

From: Gail and Kevin Gross [kevinandgail@[REDACTED]]
Sent: Sunday, July 04, 2010 10:57 AM
To: Neil R. Wachter
Cc: Terry Allison; skip junis
Subject: KRRC Encroachment into New Newberry Hill Heritage Park
Attachments: Newberry Hill Park Walk_June 2010 004.jpg; Newberry Hill Park Walk_June 2010 005.jpg; Newberry Hill Heritage Park.pptx

Mr. Wachter, the attached photos depict site improvements made by the Kitsap Rifle and Revolver Club (KRRC) in the new Newberry Hill Heritage Park, ostensibly to prevent motorized vehicles and horse riders from entering the KRRC from the Northeast corner. I have advised Mr. Jim Dunwiddie, the County Parks and Recreation Director, as well.

This berm and trench was created by the KRRC along an old logging road when this was DNR land. This is located approximately 600 feet north of the KRRC boundary well inside of the new Newberry Hill Heritage park. Map North is to the right.

Sincerely,
Kevin Gross
[REDACTED]

Don Burger

From: sjunis@[REDACTED]
Sent: Wednesday, July 07, 2010 10:45 AM
To: Charlotte Garrido; Josh Brown; Steve Bauer
Cc: Christian Casad; Neil Wachter; Russell Hauge; Steve Mount; grellk@health.co.kitsap.wa.us
Subject: POSSIBLE SPAM! SCORE = 5.9 Fw: Recent Expansion of Kitsap Rifle and Revolver Club
Attachments: KRRC GOOGLE Earth Imagery_15 May 2010.pptx; KRRC Google Earth 30 April 2009.jpg; KRRC Google Earth 15 May 2010.jpg

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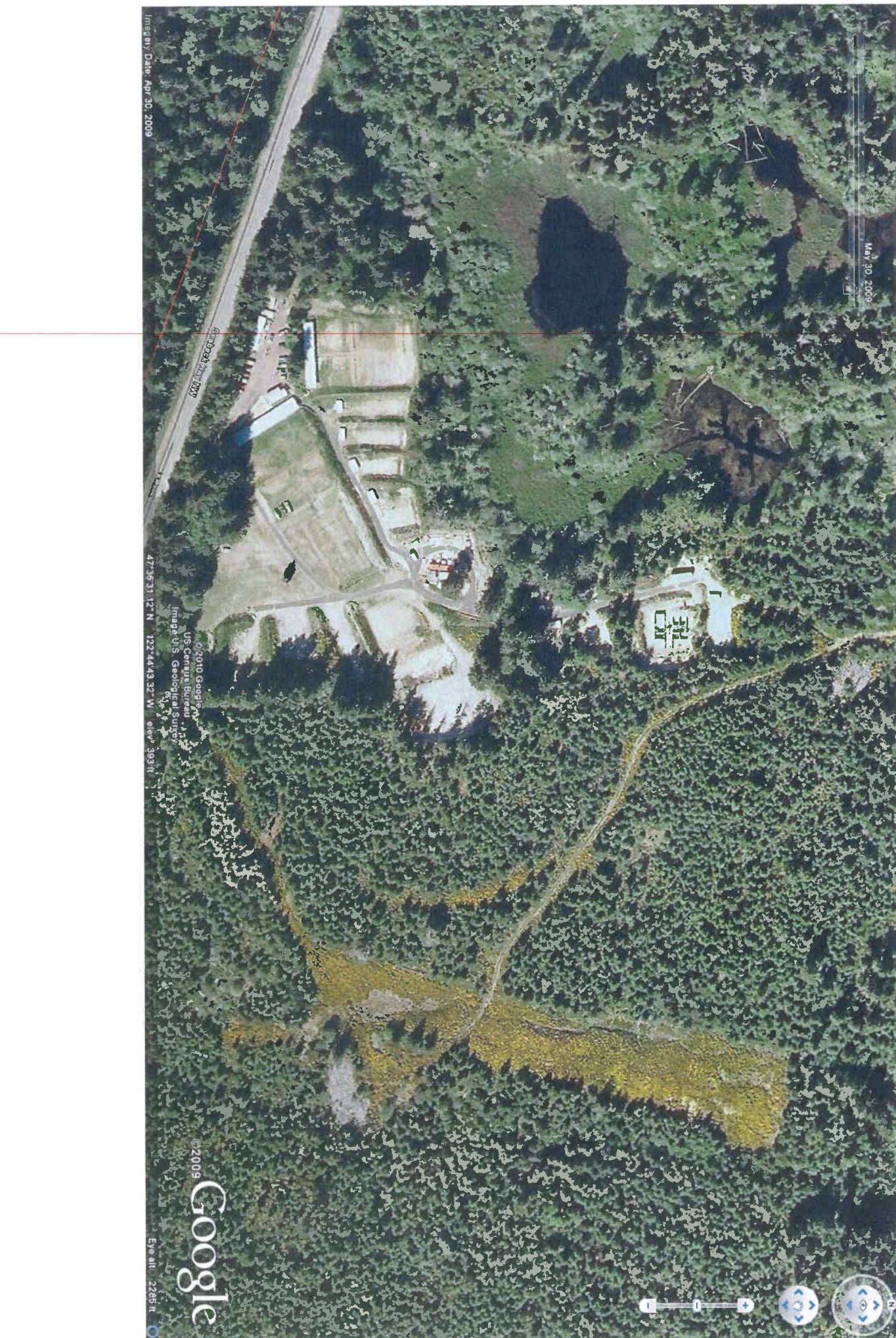
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Sincerely,
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[REDACTED]
Bremerton, WA 98312
[REDACTED]

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MAY 30, 2009

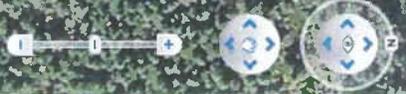
Imagery Date: Apr 30, 2009

47°58'31.12" N 122°44'43.32" W 9197 39311

©2010 Google
US Census Bureau
Imagery © U.S. Geological Survey

©2009 Google

Eye alt: 2265 ft





Imagery Date: May 15, 2010

Seaback Hwy MW

US Census Bureau
© 2010 Google
47°39'30.91" N 122°44'41.80" W elev 405 ft

© 2009 Google

Eye alt 2352 ft

Don Burger

From: Neil R. Wachter [NWachter@co.kitsap.wa.us]
Sent: Wednesday, July 07, 2010 12:16 PM
To: Christian C. Casad; Kevin M. Howell; Russell D. Hauge
Cc: Tracey L. Hamilton-Oril
Subject: KRRC confidential attorney work product
Attachments: fencesigns 002.jpg

Russ et al -

[REDACTED]

[REDACTED]

[REDACTED]

Thanks,

Neil

Neil R. Wachter
Sr. Deputy Prosecuting Attorney
Kitsap County Prosecutor's Office
614 Division Street, MS-35A
Port Orchard, WA 98366
360.337.4979 360.337.7083 (fax)
nwachter@co.kitsap.wa.us

>>> "Terry Allison" <tncallison@[REDACTED]> Wednesday, July 07, 2010 9:55 AM >>>

Your message is ready to be sent with the following file or link attachments:
fencesigns 002

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LEGAL NOTICE

NO TRESPASS

TO ALL PERSONS, PUBLIC SERVANTS, AGENTS OR EMPLOYEES:

USC TITLE 18 SECTIONS 241 AND 242; TITLE 42, SECTION 1983, 1985 AND 1986;
RCW 9A.52 CRIMINAL TRESPASS. VIOLATORS WILL BE PROSECUTED.

WARNING

ENTRY BY PRIOR PERMISSION ONLY. READ:

YOU ARE HEREBY ADVISED OF FEDERAL CRIMINAL LAW:

"IF TWO OR MORE PERSONS CONSPIRE TO INJURE, OPPRESS, THREATEN OR INTIMIDATE ANY CITIZEN IN THE FREE EXERCISE OR ENJOYMENT OR ANY RIGHT OR PRIVILEGE SECURED TO HIM BY THE CONSTITUTION OR THE LAWS OF THE UNITED STATES, OR BECAUSE OR HIS HAVING SO EXERCISED THE SAME: OR: IF TWO OR MORE PERSONS GO, ON THE PREMISES OF ANOTHER, WITH THE INTENT TO PREVENT OR HINDER HIS FREE EXERCISE OR ENJOYMENT OR ANY RIGHT OR PRIVILEGE SO SECURED, THEY SHALL BE FINED NOT MORE THAN \$10,000 OR IMPRISONED NOT MORE THAN TEN YEARS OR BOTH.

LAND USE FEE \$5.000 PER PERSON PER DAY OR ANY PART THEREOF: NO EXCEPTIONS!

BEWARE OF DOG

ARMED RESPONSE

YOUR PRESENCE MAY BE RECORDED

OWNER

KITSAP Rifle & Repulse Club

360-373-1007

info@gunsafety.org

Don Burger

From: Gail and Kevin Gross [kevinandgail@[REDACTED]]
Sent: Wednesday, July 07, 2010 12:20 PM
To: Charlotte Garrido; Josh W. Brown; Steve Bauer
Cc: Jim Dunwiddie; Larry Keeton; Martha Droge; Steve Mount
Subject: Newberry Hill Heritage Park Safety
Attachments: Newberry Hill Park Walk_June 2010 005.jpg; Kitsap Rifle and Revolver Club Google Earth Imagery May 15 2010.pptx; KRRC Google Earth 30 April 2009.jpg

Commissioners Brown, Bauer, and Garrido, I believe you may find this issue one of personal interest. I am sending you this note to emphasize a potential threat to the safety to users of the proposed Newberry Hill Heritage Park.

The first satellite photo (Google Earth imagery) dated May 15, 2010, shows how the Kitsap Rifle and Revolver Club (KRRC) has again cleared what they have previously referred to in their newsletters as the '300 meter rifle line.' This is the same construction site which KRRC began to clear in spring of 2005, when KRRC leased this property from the State Dept. of Natural Resources, and for which the Kitsap County Code Enforcement officer issued a stop work order in September 2005. The Department of Natural Resources, then-owner of the property, had required reforestation with 1,000 seedlings. (There is some question as to whether the reforestation was ever completed). Kitsap Rifle and Revolver Club has also publicly stated their intent to create a 'World Class Shooting Facility'. While many of the existing sixteen rifle and pistol shooting lines are already directed into the Newberry Hill Heritage Park, activation of the '300 meter rifle line' will potentially, significantly and adversely affect users of the Park. Some users of the Park have already experienced bullets striking trees overhead while walking on existing roads/trails in the south end of the Park.

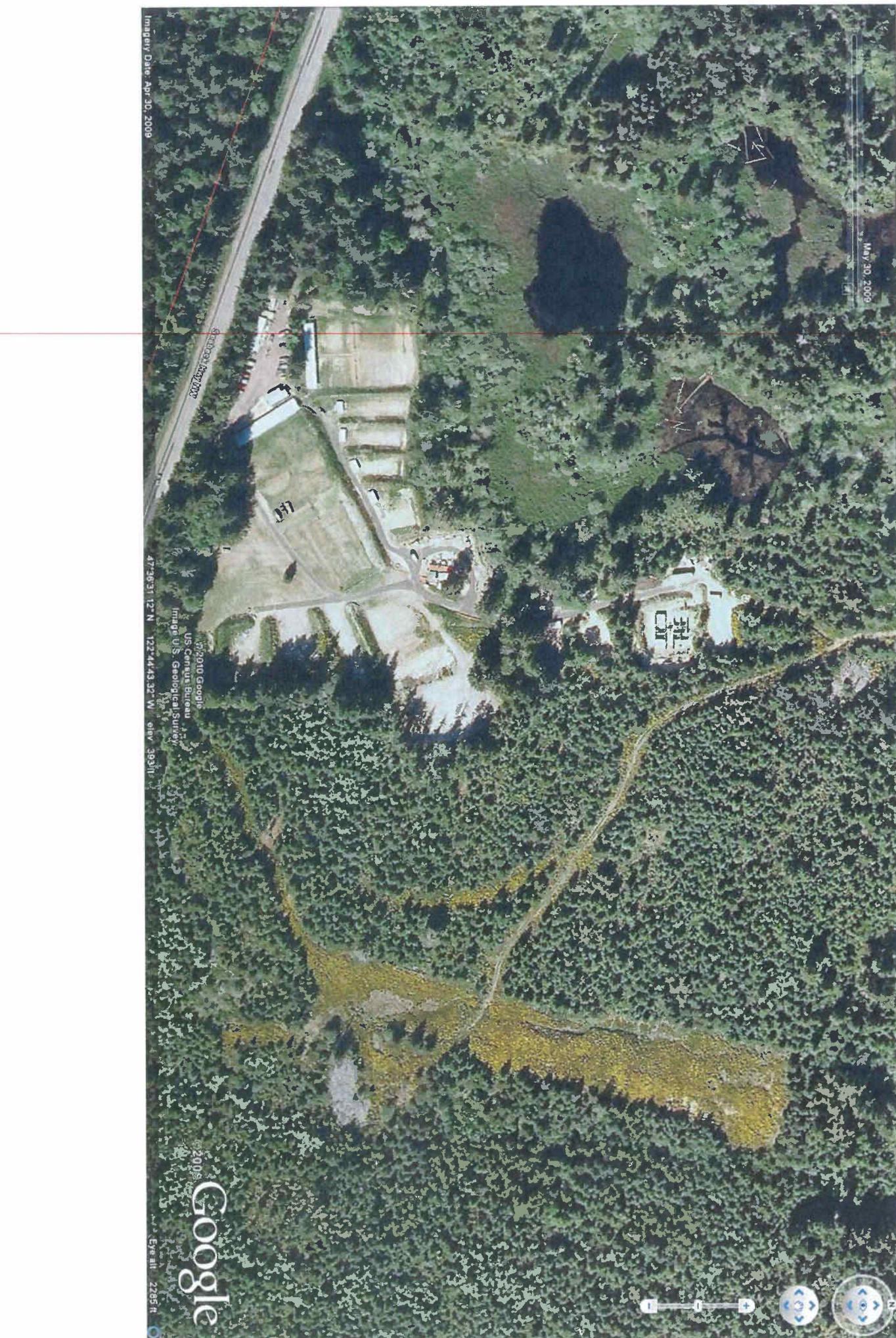
Also attached is a photo of a berm and trench (Newberry Hill Heritage Park Walk June 2010) constructed adjacent to the main (former logging) road at the south end of the park, ostensibly to prevent vehicle and horse entry to the south boundary of the Park and to discourage pedestrian traffic adjacent to KRRC.

The May 15th photo also shows construction of the fence line at the north perimeter of the Club property. I have learned from the surveyor, AES Consultants, that the official survey is not yet completed and has therefore not yet been recorded. Is land clearing and construction of this fence line justified without first having it recorded, especially where there are wetlands?

I expect these photos cause as much concern to you as they do to us residents, and that appropriate action will be taken to enforce the County ordinances.

Sincerely,
Kevin and Gail Gross
[REDACTED]
Bermerton, WA 98312
[REDACTED]





MAY 30, 2009

Imagery Date: Apr 30, 2009

© 2006 Google

© 2010 Google
US Census Bureau
Image U.S. Geological Survey

47°26'31.12" N 122°44'43.32" W elev: 393ft

© 2006 Google

Elev: 311 2265 ft

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ARMED RESPONSE

OWNER KITSAP Rifle & Revolver Club

360-373-1007

info@guvsafety.org

Don Burger

From: Christian C. Casad [CCasad@co.kitsap.wa.us]
Sent: Wednesday, July 07, 2010 12:21 PM
To: Neil R. Wachter
Subject: Re: KRRC confidential attorney work product

[REDACTED]

>>> Neil Wachter 7/7/2010 12:16 PM >>>
Russ et al -

[REDACTED]

[REDACTED]

[REDACTED]

Thanks,

Neil

Neil R. Wachter
Sr. Deputy Prosecuting Attorney
Kitsap County Prosecutor's Office
614 Division Street, MS-35A
Port Orchard, WA 98366
360.337.4979 360.337.7083 (fax)
nwachter@co.kitsap.wa.us

>>> "Terry Allison" <[tncallison@\[REDACTED\]](mailto:tncallison@[REDACTED])> Wednesday, July 07, 2010 9:55 AM >>>

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Don Burger

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Subject: Newberry Hill Heritage Park Safety
Attachments: KRRC Google Earth 30 April 2009.jpg; Newberry Hill Park Walk_June 2010 005.jpg; Kitsap Rifle and Revolver Club Google Earth Imagery May 15 2010.pptx

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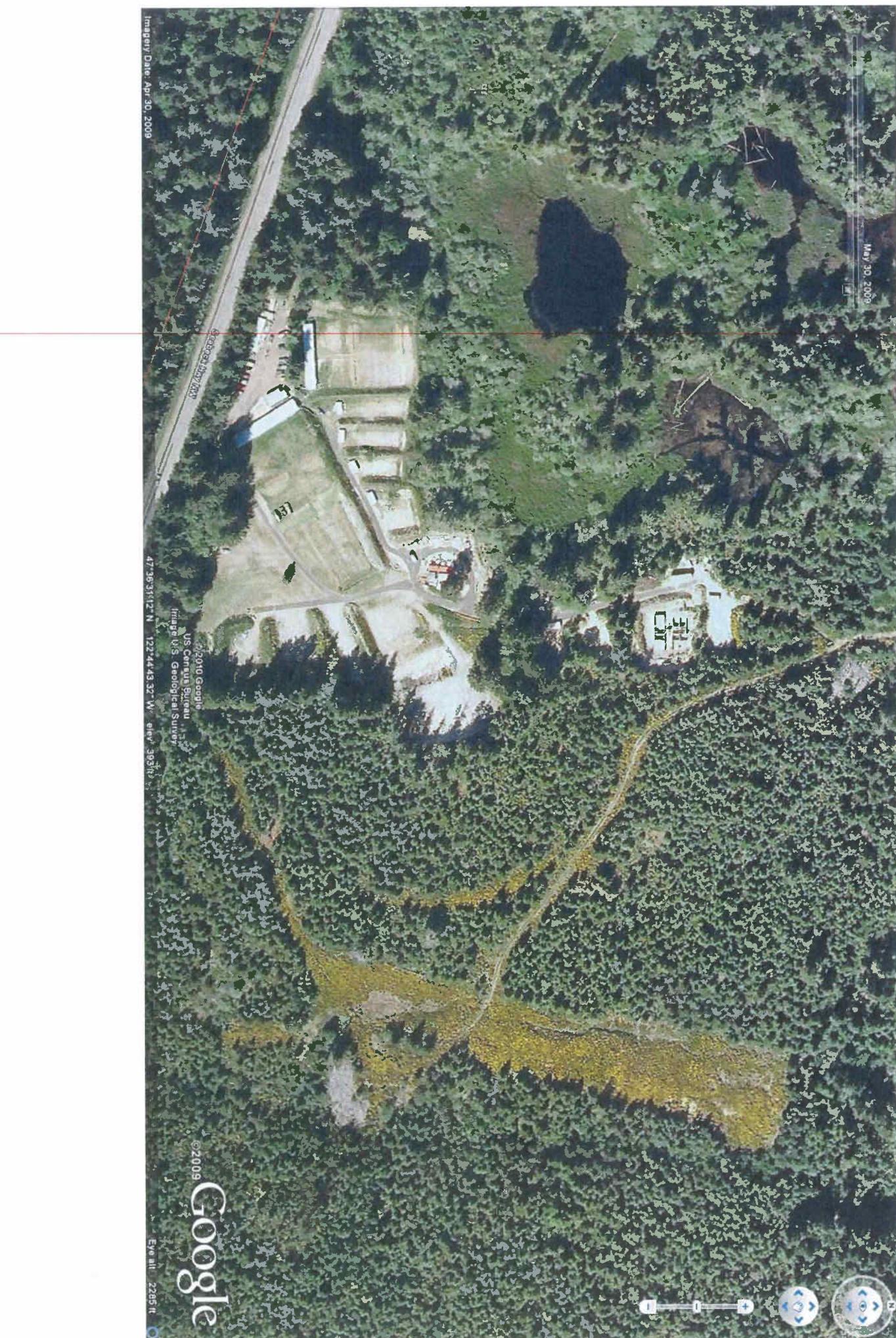
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Sincerely,
Kevin and Gail Gross
██████████
Bermerton, WA 98312
██████████



May 30, 2008

Imagery Date: Apr 30, 2008

47° 56' 31.12" N 122° 44' 43.32" W elev: 303m

©2010 Google
US Census Bureau
Affiliate U.S. Geological Survey

©2009 Google

Eye Alt: 2295 ft



Don Burger

From: Russell D. Hauge [RHauge@co.kitsap.wa.us]
Sent: Wednesday, July 07, 2010 1:22 PM
To: Neil R. Wachter
Cc: Jacquelyn M. Aufderheide; Rebecca J. Jolliff
Subject: Re: KRRC confidential attorney work product

[REDACTED]

Thanks,
Russell

>>> Neil Wachter 7/7/2010 12:16 PM >>>
Russ et al -

[REDACTED]

[REDACTED]

[REDACTED]

Thanks,

Neil

Neil R. Wachter
Sr. Deputy Prosecuting Attorney
Kitsap County Prosecutor's Office
614 Division Street, MS-35A
Port Orchard, WA 98366
360.337.4979 360.337.7083 (fax)
nwachter@co.kitsap.wa.us

>>> "Terry Allison" <tncallison@[REDACTED]> Wednesday, July 07, 2010 9:55 AM >>>

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Don Burger

From: Neil R. Wachter [NWachter@co.kitsap.wa.us]
Sent: Wednesday, July 07, 2010 2:08 PM
To: Josh Brown
Cc: Nancy Buonanno-Grennan; Tracey L. Hamilton-Oril
Subject: Fwd: Fw: Recent Expansion of Kitsap Rifle and Revolver Club - confidential attorney client communication
Attachments: KRRC Google Earth 15 May 2010.jpg; KRRC Google Earth 30 April 2009.jpg; KRRC GOOGLE Earth Imagery_15 May 2010.pptx

Commissioner Brown:

[REDACTED]

Thanks,

Neil

Neil R. Wachter
Sr. Deputy Prosecuting Attorney
Kitsap County Prosecutor's Office
614 Division Street, MS-35A
Port Orchard, WA 98366
360.337.4979 360.337.7083 (fax)
nwachter@co.kitsap.wa.us

>>> " [sjunis@\[REDACTED\]](mailto:sjunis@[REDACTED]) " < [sjunis@\[REDACTED\]](mailto:sjunis@[REDACTED]) > Wednesday, July 07, 2010 10:45 AM >>>
Something must be done to stop the expansion being conducted by KRRC without permits. With no County or State agency approval KRRC has expanded their facility by 800%, at the expense of the Wetlands. Please review the latest Google Site photograph to see that the club has not stopped construction, even though they have been told to stop all development. This latest photo is most disturbing as it clearly shows the club intruding on the wetlands, and after a winter of above average rain shows that the wetlands are disappearing. There is gentleman (Strickland) who is monitoring the wetlands and has told our group he estimates a depletion of 40 to 60% of these Federal Class 1 Wetlands.

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Sincerely,
Kevin and Gail Gross

[REDACTED]
Bremerton, WA 98312
[REDACTED]

2010 #1 Energy Stock Pick

AEGY Announces Dividend - 3 for 1 stock split! Massive gains expected!

<http://thirdpartyoffers.juno.com/TGL3141/4c34bd742f6f1b398fst06duc>



Imagery Date: May 15, 2010

47°36'30.91" N 122°44'11.90" W elev. 405 ft

US Census Bureau
© 2010 Google

©2009 Google

Eye alt: 2352 ft



MAY 30, 2008



Imagery Date: Apr 30, 2008

47°36'31.12" N 122°44'43.32" W elev: 3931ft

©2010 Google
US Census Bureau
Imagery © U.S. Geological Survey

©2009 Google

Eye Alt: 2285 ft



Don Burger

From: Neil R. Wachter [NWachter@co.kitsap.wa.us]
Sent: Wednesday, July 07, 2010 5:00 PM
To: Steve Mount
Cc: Tracey L. Hamilton-Oril
Subject: KRRC question - confidential AC communication

Steve:

[Redacted]

[Redacted]

[Redacted]

Neil R. Wachter
Sr. Deputy Prosecuting Attorney
Kitsap County Prosecutor's Office
614 Division Street, MS-35A
Port Orchard, WA 98366
360.337.4979 360.337.7083 (fax)
nwachter@co.kitsap.wa.us

Don Burger

From: Martha Droge [MDroge@co.kitsap.wa.us]
Sent: Wednesday, July 07, 2010 5:56 PM
To: Dori Leckner
Subject: FW: Newberry Hill Heritage Park Safety
Attachments: Newberry Hill Park Walk_June 2010 005.jpg; KRRC Google Earth 30 April 2009.jpg; Kitsap Rifle and Revolver Club Google Earth Imagery May 15 2010.pptx

Martha J. Droge AICP, ASLA, LEED AP

Park Projects Coordinator, Kitsap County Parks & Recreation
360.337.5361 (o)

From: Gail and Kevin Gross [mailto:kevinandgail@wavecable.com]
Sent: Wednesday, July 07, 2010 12:20 PM
To: Charlotte Garrido; Josh Brown; Steve Bauer
Cc: Jim Dunwiddie; Larry Keeton; Steve Mount; Martha Droge
Subject: Newberry Hill Heritage Park Safety

Commissioners Brown, Bauer, and Garrido, I believe you may find this issue one of personal interest. I am sending you this note to emphasize a potential threat to the safety to users of the proposed Newberry Hill Heritage Park.

The first satellite photo (Google Earth imagery) dated May 15, 2010, shows how the Kitsap Rifle and Revolver Club (KRRC) has again cleared what they have previously referred to in their newsletters as the '300 meter rifle line.' This is the same construction site which KRRC began to clear in spring of 2005, when KRRC leased this property from the State Dept. of Natural Resources, and for which the Kitsap County Code Enforcement officer issued a stop work order in September 2005. The Department of Natural Resources, then-owner of the property, had required reforestation with 1,000 seedlings. (There is some question as to whether the reforestation was ever completed). Kitsap Rifle and Revolver Club has also publicly stated their intent to create a 'World Class Shooting Facility'. While many of the existing sixteen rifle and pistol shooting lines are already directed into the Newberry Hill Heritage Park, activation of the '300 meter rifle line' will potentially, significantly and adversely affect users of the Park. Some users of the Park have already experienced bullets striking trees overhead while walking on existing roads/trails in the south end of the Park.

Also attached is a photo of a berm and trench (Newberry Hill Heritage Park Walk June 2010) constructed adjacent to the main (former logging) road at the south end of the park, ostensibly to prevent vehicle and horse entry to the south boundary of the Park and to discourage pedestrian traffic adjacent to KRRC.

The May 15th photo also shows construction of the fence line at the north perimeter of the Club property. I have learned from the surveyor, AES Consultants, that the official survey is not yet completed and has therefore not yet been recorded. Is land clearing and construction of this fence line justified without first having it recorded, especially where there are wetlands?

I expect these photos cause as much concern to you as they do to us residents, and that appropriate action will be taken to enforce the County ordinances.

Sincerely,
Kevin and Gail Gross
[REDACTED]
Bermerton, WA 98312
[REDACTED]



May 30, 2009



Imagery Date: Apr. 30, 2008

©2008 Microsoft

©2008 Google
U.S. Geological Survey
Imagery by U.S. Geological Survey

3 12 22 43 32 W elev 3931ft

Eye alt: 2295 ft

©2008 Google



Don Burger

From: Charlotte Garrido [CGarrido@co.kitsap.wa.us]
Sent: Wednesday, July 07, 2010 9:24 PM
To: Josh W. Brown
Subject: Re: Newberry Hill Heritage Park Safety

Josh,
Since this is your district, I'm assuming you'll follow up. Do you need anything from the Board?
Charlotte

Charlotte Garrido
Kitsap County Commissioner
(360) 337-7097, fax (360) 337-4632

>>> "Gail and Kevin Gross" < kevinandgail@ [REDACTED] > 7/7/2010 12:19 PM >>>
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Kevin and Gail Gross

[REDACTED]

Bermerton, WA 98312

[REDACTED]

Don Burger

From: Josh W. Brown [JWbrown@co.kitsap.wa.us]
Sent: Wednesday, July 07, 2010 11:16 PM
To: Charlotte Garrido
Subject: Re: Newberry Hill Heritage Park Safety

Let's discuss Monday. Best, Josh

-----Original Message-----

From: Charlotte Garrido
To: Brown, Josh <JWbrown@co.kitsap.wa.us>

Sent: 7/7/2010 9:23:33 PM
Subject: Re: Newberry Hill Heritage Park Safety

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Charlotte

Charlotte Garrido
Kitsap County Commissioner
(360) 337-7097, fax (360) 337-4632

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Kevin and Gail Gross

[REDACTED]

Bermerton, WA 98312

[REDACTED]

Don Burger

From: Josh W. Brown [JWbrown@co.kitsap.wa.us]
Sent: Wednesday, July 07, 2010 11:19 PM
To: Dana Daniels
Subject: Fw: Fwd: Fw: Recent Expansion of Kitsap Rifle and Revolver Club - confidential attorney client communication
Attachments: Fwd: Fw: Recent Expansion of Kitsap Rifle and Revolver Club - confidential attorney client communication

Set up a call tomorrow. JB

Don Burger

From: Neil R. Wachter [NWachter@co.kitsap.wa.us]
Sent: Wednesday, July 07, 2010 2:08 PM
To: Josh W. Brown
Cc: Nancy Buonanno-Grennan; Tracey L. Hamilton-Oril
Subject: Fwd: Fw: Recent Expansion of Kitsap Rifle and Revolver Club - confidential attorney client communication
Attachments: KRRC Google Earth 30 April 2009.jpg; KRRC GOOGLE Earth Imagery_15 May 2010.pptx; KRRC Google Earth 15 May 2010.jpg

Commissioner Brown:

Thanks,

Neil

Neil R. Wachter
Sr. Deputy Prosecuting Attorney
Kitsap County Prosecutor's Office
614 Division Street, MS-35A
Port Orchard, WA 98366
360.337.4979 360.337.7083 (fax)
nwachter@co.kitsap.wa.us

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AEGY Announces Dividend - 3 for 1 stock split! Massive gains expected!
<http://thirdpartyoffers.juno.com/TGL3141/4c34bd742f6f1b398fst06duc>

Don Burger

From: Josh W. Brown [JWbrown@co.kitsap.wa.us]
Sent: Wednesday, July 07, 2010 11:24 PM
To: kevinandgail@[REDACTED]
Subject: Re: Newberry Hill Heritage Park Safety

Thanks for the email. I am aware of these changes and we are looking into the situation thoroughly. Best, Josh -----Original Message-----

From: "Gail and Kevin Gross" <kevinandgail@[REDACTED]>

To: Garrido, Charlotte <CGarrido@co.kitsap.wa.us>

Cc: Dunwiddie, Jim <JDunwiddie@co.kitsap.wa.us>

To: Brown, Josh <JWbrown@co.kitsap.wa.us>

Cc: Droge, Martha <MDroge@co.kitsap.wa.us>

To: Bauer, Steve <SBauer@co.kitsap.wa.us>

Cc: Keeton, Larry <LKeeton@co.kitsap.wa.us>

Cc: Mount, Steve <SMount@co.kitsap.wa.us>

Sent: 7/7/2010 12:19:33 PM

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████████████████████.

Bermerton, WA 98312

████████████████

Don Burger

From: Josh W. Brown [JWbrown@co.kitsap.wa.us]
Sent: Wednesday, July 07, 2010 11:24 PM
To: sjunis@[REDACTED]
Subject: Re: POSSIBLE SPAM! SCORE = 5.9 Fw: Recent Expansion of Kitsap Rifle and Revolver Club

Skip,

As you are aware our Prosecutor is on top of this issue. I will defer to his strategy on this issue. Best, Josh -----Original Message-----

From: "sjunis@[REDACTED]" <sjunis@[REDACTED]>
Cc: Casad, Christian <CCasad@co.kitsap.wa.us>
Cc: Wachter, Neil <NWachter@co.kitsap.wa.us>
Cc: Hauge, Russell <RHauge@co.kitsap.wa.us>
To: Garrido, Charlotte <CGarrido@co.kitsap.wa.us>
To: Brown, Josh <JWbrown@co.kitsap.wa.us>
To: Bauer, Steve <SBauer@co.kitsap.wa.us>
Cc: Mount, Steve <SMount@co.kitsap.wa.us>
Cc: <grellk@health.co.kitsap.wa.us>

Sent: 7/7/2010 10:45:20 AM

Subject: POSSIBLE SPAM! SCORE = 5.9 Fw: Recent Expansion of Kitsap Rifle and Revolver Club

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[REDACTED]
Bremerton, WA 98312
[REDACTED]

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\$160,000 Mortgage for \$633/mo. Free. No Obligation. Get 4 Quotes!

<http://thirdpartyoffers.juno.com/TGL3141/4c34bd73b69951b398est06duc>

Don Burger

From: Steve Mount [SMount@co.kitsap.wa.us]
Sent: Thursday, July 08, 2010 7:53 AM
To: Neil Wachter
Subject: RE: KRRC question - confidential AC communication

Neil,

[REDACTED] SM

-----Original Message-----

From: Neil Wachter [mailto:nwachter@co.kitsap.wa.us]
Sent: Wednesday, July 07, 2010 5:00 PM
To: Steve Mount
Cc: Tracey L. Hamilton-Oril
Subject: KRRC question - confidential AC communication

Steve:

[REDACTED]

[REDACTED]

[REDACTED]

Neil R. Wachter
Sr. Deputy Prosecuting Attorney
Kitsap County Prosecutor's Office
614 Division Street, MS-35A
Port Orchard, WA 98366
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614 Division Street, MS-35A
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Don Burger

From: Jim Dunwiddie [JDunwiddie@co.kitsap.wa.us]
Sent: Thursday, July 08, 2010 8:14 AM
To: Kevin Howell
Subject: FW: POSSIBLE SPAM! SCORE = 7.8 Land Clearing at Kitsap Rifle and Revolver Club

From: Jim Dunwiddie
Sent: Thursday, July 08, 2010 8:13 AM
To: 'Gail and Kevin Gross'
Subject: RE: POSSIBLE SPAM! SCORE = 7.8 Land Clearing at Kitsap Rifle and Revolver Club

Mr. Gross,

Thank you for the information. Upon receipt, I forwarded your correspondence and attachments to the County's Legal Department.

Jim Dunwiddie, Director
Kitsap County Parks & Recreation Department

From: Gail and Kevin Gross [mailto:kevinandgail@wavecable.com]
Sent: Monday, July 05, 2010 10:01 AM
To: Martha Droge; Jim Dunwiddie
Cc: Terry Allison
Subject: POSSIBLE SPAM! SCORE = 7.8 Land Clearing at Kitsap Rifle and Revolver Club
Importance: High

Mr. Dunwiddie, with the apparent expansion of the (new) 300 meter rifle shooting lines (large cleared area at right of satellite imagery) you can expect increased incidences of stray bullet incursions into the new Newberry Hill Heritage Park.

A member of our group already has experienced bullets flying overhead in the trees while walking along the south (old logging road) trail in the park. I can have him contact you if you wish a personal testament to this experience.

If you find this disturbing, you may wish to contact Mr. Neil Wachter, Senior Kitsap County Prosecuting Attorney, to assess how you may register your concern.

Sincerely,
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(360) 307-9022

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I believe that we should want to meet again to determine what action can and will be taken to stop this most recent grading permit violation.

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[REDACTED]
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A member of our group already has experienced bullets flying overhead in the trees while walking along the south (old logging road) trail in the park. I can have him contact you if you wish a personal testament to this experience.

If you find this disturbing, you may wish to contact Mr. Neil Wachter, Senior Kitsap County Prosecuting Attorney, to assess how you may register your concern.

Sincerely,
Kevin Gross
██████████

----- Original Message -----

From: Gail and Kevin Gross
To: Steve Mount ; Neil Wachter
Cc: Larry Keeton ; Terry Allison
Sent: Monday, July 05, 2010 8:20 AM
Subject: Land Clearing at Kitsap Rifle and Revolver Club

Attached is the most recent satellite imagery of the Kitsap Rifle and Revolver Club dated May 15, 2010. Please note that they have cleared, again, the 300 meter rifle line (large cleared area to the right) for which Steve Mount issued the cease and desist order back in about 2005. Compare this to satellite imagery dated May 30, 2009 (actually April 2009) showing scotch broom growing on the abandoned 300 meter rifle line.

I believe that we should want to meet again to determine what action can and will be taken to stop this most recent grading permit violation.

Sincerely,
Kevin T. Gross

[REDACTED]
Bremerton, WA 98312
[REDACTED]

Don Burger

From: Dana Daniels [DDaniels@co.kitsap.wa.us]
Sent: Thursday, July 08, 2010 9:21 AM
To: Josh W. Brown
Subject: Re: Fw: Fwd: Fw: Recent Expansion of Kitsap Rifle and Revolver Club - confidential attorney client communication

Josh - they are migrating to Outlook today over there so they don't have access to calendars. I told Tracy to have Neil call your cell sometime after 1:00 today.

>>> Josh Brown 7/7/2010 11:19 PM >>>

Set up a call tomorrow. JB

Don Burger

From: Steve Mount [SMount@co.kitsap.wa.us]
Sent: Thursday, July 08, 2010 3:55 PM
To: Neil R. Wachter
Cc: Larry Keeton
Subject: RE: KRRC Stop Work - confidential attorney client communication

[REDACTED]

[REDACTED]

From: Neil R. Wachter
Sent: Thursday, July 08, 2010 3:30 PM
To: Steve Mount
Cc: Larry Keeton; Jeff N. Smith
Subject: RE: KRRC Stop Work - confidential attorney client communication

Steve:

[REDACTED]

[REDACTED]

Thanks,

Neil

From: Steve Mount
Sent: Thursday, July 08, 2010 3:02 PM
To: Neil R. Wachter
Cc: Larry Keeton; Jeff N. Smith
Subject: KRRC Stop Work

Neil,

[REDACTED]

Don Burger

From: Neil R. Wachter [NWachter@co.kitsap.wa.us]
Sent: Thursday, July 08, 2010 3:30 PM
To: Steve Mount
Cc: Jeff N. Smith; Larry Keeton
Subject: RE: KRRC Stop Work - confidential attorney client communication

Steve:

[REDACTED]

[REDACTED]

Thanks,

Neil

From: Steve Mount
Sent: Thursday, July 08, 2010 3:02 PM
To: Neil R. Wachter
Cc: Larry Keeton; Jeff N. Smith
Subject: KRRC Stop Work

Neil,

[REDACTED]

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From: Steve Mount [SMount@co.kitsap.wa.us]
Sent: Thursday, July 08, 2010 3:02 PM
To: Neil R. Wachter
Cc: Jeff N. Smith; Larry Keeton
Subject: KRRC Stop Work

Neil,



Don Burger

From: Neil R. Wachter [NWachter@co.kitsap.wa.us]
Sent: Thursday, July 08, 2010 2:54 PM
To: Dana Daniels
Subject: Exec. Session Request - Confidential Attorney Client Communication

Hi Dana,

Thanks,

Neil

ext. 4979

Don Burger

From: Neil R. Wachter [NWachter@co.kitsap.wa.us]
Sent: Thursday, July 08, 2010 2:54 PM
To: Dana Daniels
Subject: Exec. Session Request - Confidential Attorney Client Communication

Hi Dana,

Thanks,

Neil

ext. 4979

Don Burger

From: Gail and Kevin Gross [kevinandgail@██████████]
Sent: Thursday, July 08, 2010 12:16 PM
To: Jim Dunwiddie
Subject: POSSIBLE SPAM! SCORE = 6.9 Land Clearing at Kitsap Rifle and Revolver Club

Thanks, Jim.

----- Original Message -----

From: Jim Dunwiddie
To: 'Gail and Kevin Gross'
Sent: Thursday, July 08, 2010 8:13 AM
Subject: RE: POSSIBLE SPAM! SCORE = 7.8 Land Clearing at Kitsap Rifle and Revolver Club

Mr. Gross,

Thank you for the information. Upon receipt, I forwarded your correspondence and attachments to the County's Legal Department.

Jim Dunwiddie, Director
Kitsap County Parks & Recreation Department

From: Gail and Kevin Gross [mailto:kevinandgail@██████████]
Sent: Monday, July 05, 2010 10:01 AM
To: Martha Droge; Jim Dunwiddie
Cc: Terry Allison
Subject: POSSIBLE SPAM! SCORE = 7.8 Land Clearing at Kitsap Rifle and Revolver Club
Importance: High

Mr. Dunwiddie, with the apparent expansion of the (new) 300 meter rifle shooting lines (large cleared area at right of satellite imagery) you can expect increased incidences of stray bullet incursions into the new Newberry Hill Heritage Park.

A member of our group already has experienced bullets flying overhead in the trees while walking along the south (old logging road) trail in the park. I can have him contact you if you wish a personal testament to this experience.

If you find this disturbing, you may wish to contact Mr. Neil Wachter, Senior Kitsap County Prosecuting Attorney, to assess how you may register your concern.

Sincerely,
Kevin Gross
██████████

----- Original Message -----

From: Gail and Kevin Gross
To: Steve Mount ; Neil Wachter
Cc: Larry Keeton ; Terry Allison
Sent: Monday, July 05, 2010 8:20 AM
Subject: Land Clearing at Kitsap Rifle and Revolver Club

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and desist order back in about 2005. Compare this to satellite imagery dated May 30, 2009 (actually April 2009) showing scotch broom growing on the abandoned 300 meter rifle line.

I believe that we should want to meet again to determine what action can and will be taken to stop this most recent grading permit violation.

Sincerely,

Kevin T. Gross

[REDACTED]
Bremerton, WA 98312
[REDACTED]

Don Burger

From: Deanna Erstad [DErstad@co.kitsap.wa.us]
Sent: Thursday, July 08, 2010 10:59 AM
To: Steve Bauer
Subject: Re: Fwd: Meeting request

Me too....it's in his district!

Thank you,
Deanna Erstad
Assistant to Commissioner

Steve Bauer
Phone: 360 337-4426
Office Hours: 8:00 am - 5:00 pm M-T
Closed on Fridays.

>>> Steve Bauer 7/8/2010 10:58 AM >>>
Josh is taking the lead on this. I think it makes sense to have him meet with Josh.

Thanks,

Steve
-----Original Message-----
From: Deanna Erstad
To: Bauer, Steve <SBauer@co.kitsap.wa.us >

Sent: 7/8/2010 10:22:05 AM
Subject: Fwd: Meeting request

So you want me to schedule a meeting with this gentleman?

Thank you,
Deanna Erstad
Assistant to Commissioner
Steve Bauer
Phone: 360 337-4426
Office Hours: 8:00 am - 5:00 pm M-T
Closed on Fridays.

>>> Jerome Carbone <jecarbone@[REDACTED]> 7/8/2010 9:47 AM >>>
Ms. Erstad,
I just sent this email to Commissioner Bauer. I thought it might help if I also sent it to you. Thanks for any help you can offer in scheduling a meeting.
Jerry Carbone

----- Forwarded message -----
From: Jerome Carbone <jecarbone@[REDACTED]>
Date: Thu, Jul 8, 2010 at 9:43 AM
Subject: Meeting request
To: Steve Bauer <sbauer@co.kitsap.wa.us >

Commissioner Bauer,

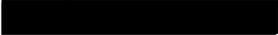
As you may recall, we had some email correspondence a couple of months ago regarding the sounds of gunfire in my neighborhood. I have since discovered that the Kitsap Rifle and Revolver Club is the source of this unwelcome noise. The reason that the sound of gunfire has reached our neighborhood is that KRRC has increased their number of firing lanes from two to sixteen, apparently without the required permits, and my neighborhood as well as the new Newberry Hill Heritage Park and Klahowya Secondary School are directly down range from some of these lanes. I would like to arrange a half-hour meeting with you to present and discuss relevant information about KRRC.

The meeting would include two or three other concerned Kitsap County residents who have first hand knowledge of the issues surrounding KRRC.

Several of us ran into Jackie Aufderheide at the county offices this week and she suggested that we meet with each of the commissioners. The other members of the group have met with Josh Brown and will be pursuing a meeting with Charlotte Garrido. I have placed a call to your office, but was only able to leave a voice mail. Perhaps you could facilitate scheduling a meeting from your end.

Thanks for your help.

Jerry Carbone


Silverdale

Don Burger

From: Steve Bauer [SBauer@co.kitsap.wa.us]
Sent: Thursday, July 08, 2010 10:59 AM
To: Deanna Erstad
Subject: Re: Fwd: Meeting request

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-----Original Message-----

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Jerry Carbone

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From: Jerome Carbone <jecarbone@██████████>
Date: Thu, Jul 8, 2010 at 9:43 AM
Subject: Meeting request
To: Steve Bauer <sbauer@co.kitsap.wa.us>

Commissioner Bauer,

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Jerry Carbone



Silverdale

Don Burger

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Subject: Fwd: Meeting request

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>>> Jerome Carbone < jecarbone@[REDACTED] > 7/8/2010 9:47 AM >>>

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Jerry Carbone

[REDACTED]
Silverdale

Don Burger

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To: Deanna Erstad
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To: Steve Bauer <sbauer@co.kitsap.wa.us>

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Thanks for your help.

Jerry Carbone

██████████
Silverdale

Don Burger

From: Jerome Carbone [jcarb@redacted]
Sent: Thursday, July 08, 2010 9:44 AM
To: Steve Bauer
Subject: Meeting request

Commissioner Bauer,

As you may recall, we had some email correspondence a couple of months ago regarding the sounds of gunfire in my neighborhood. I have since discovered that the Kitsap Rifle and Revolver Club is the source of this unwelcome noise. The reason that the sound of gunfire has reached our neighborhood is that KRRC has increased their number of firing lanes from two to sixteen, apparently without the required permits, and my neighborhood as well as the new Newberry Hill Heritage Park and Klahowya Secondary School are directly down range from some of these lanes. I would like to arrange a half-hour meeting with you to present and discuss relevant information about KRRC. The meeting would include two or three other concerned Kitsap County residents who have first hand knowledge of the issues surrounding KRRC. Several of us ran into Jackie Aufderheide at the county offices this week and she suggested that we meet with each of the commissioners. The other members of the group have met with Josh Brown and will be pursuing a meeting with Charlotte Garrido. I have placed a call to your office, but was only able to leave a voice mail. Perhaps you could facilitate scheduling a meeting from your end.

Thanks for your help.

Jerry Carbone
[redacted]

Silverdale

Don Burger

From: Nancy B Grennan [NBGrenn@co.kitsap.wa.us]
Sent: Thursday, July 08, 2010 4:15 PM
To: Charlotte Garrido; Josh W. Brown; Steve Bauer
Subject: Monday PM update
Attachments: Executive Summary - gerdes time issue.doc

Dear Commissioners:

Just a quick update on what is coming for Monday PM:

-Chris and Dave for 1 hour on the SSWM Program -Amber and I on the budget call letter

Executive Session re: personnel matters - 3:30 pm to 3:45 pm. Greg Sandstrom has requested time with you to ask you to consider adopting a resolution to allow Al Gerdes, his Chief Deputy, to retain erroneously accrued administrative time off (exec summary attached that explains some background of this issue - hard copy in your exec session section of your binders).

3:45 pm to 4:15 pm - Neil is coming to talk about a time sensitive matter involving the Kitsap Rifle and Revolver Club

4:15 pm to 5 pm - Jacquelyn is on for the Bremerton/KCCHA CLA

Nancy Buonanno Grennan
County Administrator
Kitsap County
614 Division Street, MS-4
Port Orchard, WA 98366
Ph: 360.337.4403
Fax: 360.337.4632
Web: www.kitsapgov.com
Email: nbgrenn@co.kitsap.wa.us



Executive Summary

CONFIDENTIAL – PERSONNEL MATTERS

EXECUTIVE SESSION

Issue Title: Administrative Leave Correction for Coroner's Office employee

Meeting Date: July 12, 2010; 4:15 pm

Time Required: 15 minutes

Attendees: Greg Sandstrom, Penny Starkey, Carol Mackie

Action Requested At This Meeting: [REDACTED]

Issue: [REDACTED]

○ [REDACTED]

- [Redacted]

- [Redacted]

- [Redacted]

Recommendation:

[Redacted]

Follow-up Notes & Outcomes:

Attachments:

Don Burger

From: Jim Dunwiddie [JDunwiddie@co.kitsap.wa.us]
Sent: Thursday, July 08, 2010 5:06 PM
To: Dori Leckner
Subject: In case I forget

Do you have any time to travel to and inspect Newberry Hill Heritage Park, near Gun Club, to assess club's expansion? I would like to visit. Let me know

#2

Don Burger

From: sjunis@
Sent: Friday, July 09, 2010 7:21 AM
To: Josh W. Brown
Subject: POSSIBLE SPAM! SCORE = 7.4 Re: POSSIBLE SPAM! SCORE = 5.9 Fw: Recent Expansion of Kitsap Rifle and Revolver Club

Josh,

Thanks for the reply. We are working with Neil, but I wanted to be sure you personally saw the most recent Google shots to see just what disregard KRRC has for County Authority and the law. Clearing that rifle lane is in direct conflict with a stop work order placed by DNR and Code enforcement, plus all the other expansion has been done with no permit process.

We appreciate your involvement in the process to solve this continuing and growing problem.

Skip

----- Original Message -----

From: "Josh Brown" <JWbrown@co.kitsap.wa.us>
To: <sjunis@>
Subject: Re: POSSIBLE SPAM! SCORE = 5.9 Fw: Recent Expansion of Kitsap Rifle and Revolver Club
Date: Wed, 07 Jul 2010 23:24:01 -0700

Skip,

As you are aware our Prosecutor is on top of this issue. I will defer to his strategy on this issue. Best, Josh

-----Original Message-----

From: "sjunis@juno.com" <sjunis@>
Cc: Casad, Christian <CCasad@co.kitsap.wa.us>
Cc: Wachter, Neil <NWachter@co.kitsap.wa.us>
Cc: Hauge, Russell <RHauge@co.kitsap.wa.us>
To: Garrido, Charlotte <CGarrido@co.kitsap.wa.us>
To: Brown, Josh <JWbrown@co.kitsap.wa.us>
To: Bauer, Steve <SBauer@co.kitsap.wa.us>
Cc: Mount, Steve <SMount@co.kitsap.wa.us>
Cc: <grellk@health.co.kitsap.wa.us>

Sent: 7/7/2010 10:45:20 AM

Subject: POSSIBLE SPAM! SCORE = 5.9 Fw: Recent Expansion of Kitsap Rifle and Revolver Club

Something must be done to stop the expansion being conducted by KRRC without permits. With no County or State agency approval KRRC has expanded their facility by 800%, at the expense of the Wetlands. Please review the latest Google Site photograph to see that the club has not stopped construction, even though they have been told to stop all development. This latest photo is most disturbing as it clearly shows the club intruding on the wetlands, and after a winter of above average rain shows that the wetlands are disappearing. There is gentleman (Strickland)who is monitoring the wetlands and has told our group he estimates a depletion of 40 to 60% of these Federal Class 1 Wetlands.

Attached please find three Google Earth photographs of Kitsap Rifle and Revolver Club (KRRC). A brief description of these photos is as follows:<?xml:namespace prefix = o ns = "urn:schemas-microsoft-

com:office:office" />

- 1.) Google Earth photo from May 2010 with notations regarding various construction activities that have taken place since a comparison with a Google Earth photo of April/May 2009.
- 2.) Google Earth photo from April/May 2009.
- 3.) Google Earth photo from May 2010 (without notations).

One of the photos is the most recent satellite imagery of the Kitsap Rifle and Revolver Club (KRRC) dated May 15, 2010. This May 15, 2010 imagery shows that KRRC has again cleared the '300 meter rifle line' (large cleared area to the right) for which the Kitsap County Department of Community Development (Steve Mount, Code Enforcement) issued a stop work order in September 2005 because there was no grading permit issued to perform this work.

Compare this to satellite imagery dated April/May 2009 showing vegetation growing on the abandoned '300 meter rifle line', following issuance of the September 2005 stop work order. The Department of Natural Resources, then-owner of the property, had required reforestation with 1,000 seedlings. (There is some question as to whether the reforestation was ever completed).

Additionally shown in the May 15, 2010 satellite imagery are significant material storage sites including a collection of drums and clearance of roads serving the '300 meter rifle line' and additional sites that are away from the firing lines. A number of these sites have either been constructed or added to since the April/May 2009 satellite photo.

Sincerely,
Kevin and Gail Gross
[REDACTED]
Bremerton, WA 98312
[REDACTED]

Refinance Now 4.0% FIXED!
\$160,000 Mortgage for \$633/mo. Free. No Obligation. Get 4 Quotes!
<http://thirdpartyoffers.juno.com/TGL3141/4c34bd73b69951b398est06du>

Don Burger

From: Holdcroft, Grant [holdcg@health.co.kitsap.wa.us]
Sent: Friday, July 09, 2010 11:38 AM
To: Neil R. Wachter; Steve Mount
Subject: KRRC Photos

Neil and Steve:

[REDACTED]

[REDACTED]

[REDACTED]

Ta,

Grant A. Holdcroft, R.S.
Sr. Environmental Health Specialist
Solid & Hazardous Waste Program
Kitsap County Health District
holdcg@health.co.kitsap.wa.us
(360) 337-5605

Don Burger

From: Tracey L. Hamilton-Oril [THamilto@co.kitsap.wa.us]
Sent: Friday, July 09, 2010 10:57 AM
To: Neil R. Wachter
Subject: RE: KRRC - confidential attorney work product communication

[REDACTED]

From: Neil R. Wachter
Sent: Friday, July 09, 2010 9:49 AM
To: Tracey L. Hamilton-Oril
Subject: KRRC - confidential attorney work product communication

Tracey:

[REDACTED]

Neil

(Ord. 270 (2002) § 1, 2002: Ord. 50-F (2000) § 1, 2000: Ord. 50-C (1993) § 2, 1993: Ord. 50-B (1993) § 2, 1993: Ord. 50-A (1985) § 2, 1985)

(Ord. 50-G (2000) § 1, 2000

(Ord. 367 (2006) § 5 (part), 2006)

Don Burger

From: Roy P. Barton [RPBarton@co.kitsap.wa.us]
Sent: Friday, July 09, 2010 10:52 AM
To: Neil R. Wachter
Cc: Tracey L. Hamilton-Oril
Subject: RE: KRRC Project - Confidential attorney work product

Neil,

[Redacted]

Roy

From: Neil R. Wachter
Sent: Friday, July 09, 2010 10:46 AM
To: Roy P. Barton
Cc: Tracey L. Hamilton-Oril
Subject: KRRC Project - Confidential attorney work product

Roy:

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Thanks Roy,

Neil

Don Burger

From: Neil R. Wachter [NWachter@co.kitsap.wa.us]
Sent: Friday, July 09, 2010 10:46 AM
To: Roy P. Barton
Cc: Tracey L. Hamilton-Oril
Subject: KRRC Project - Confidential attorney work product

Roy:

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Thanks Roy,

Neil

Don Burger

From: Neil R. Wachter [NWachter@co.kitsap.wa.us]
Sent: Friday, July 09, 2010 9:49 AM
To: Tracey L. Hamilton-Oril
Subject: KRRC - confidential attorney work product communication

Tracey:



Neil

(Ord. 270 (2002) § 1, 2002: Ord. 50-F (2000) § 1, 2000: Ord. 50-C (1993) § 2, 1993: Ord. 50-B (1993) § 2, 1993: Ord. 50-A (1985) § 2, 1985)

(Ord. 50-G (2000) § 1, 2000)

(Ord. 367 (2006) § 5 (part), 2006)

Don Burger

From: Neil R. Wachter [NWachter@co.kitsap.wa.us]
Sent: Friday, July 09, 2010 11:42 AM
To: Neil R. Wachter
Subject: Fwd: KRRC Photos
Attachments: KRRC Photos

Don Burger

From: Holdcroft, Grant [holdcg@health.co.kitsap.wa.us]
Sent: Friday, July 09, 2010 11:38 AM
To: Neil R. Wachter; Steve Mount
Subject: KRRC Photos

Neil and Steve:

[REDACTED]

[REDACTED]

[REDACTED]

Ta,

Grant A. Holdcroft, R.S.
Sr. Environmental Health Specialist
Solid & Hazardous Waste Program
Kitsap County Health District
holdcg@health.co.kitsap.wa.us
(360) 337-5605

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[REDACTED]

[REDACTED]

[REDACTED]

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Don Burger

From: Neil R. Wachter [NWachter@co.kitsap.wa.us]
Sent: Friday, July 09, 2010 12:33 PM
To: Tracey L. Hamilton-Oril
Subject: RE: KRRC - confidential attorney work product communication

[REDACTED]

Thanks,

Neil

From: Tracey L. Hamilton-Oril
Sent: Friday, July 09, 2010 10:57 AM
To: Neil R. Wachter
Subject: RE: KRRC - confidential attorney work product communication

[REDACTED]

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Tracey:

[REDACTED]

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(Ord. 367 (2006) § 5 (part), 2006)

Don Burger

From: Tracey L. Hamilton-Oril [THamilto@co.kitsap.wa.us]
Sent: Friday, July 09, 2010 12:36 PM
To: Neil R. Wachter
Subject: RE: KRRC - confidential attorney work product communication

[REDACTED]

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Sent: Friday, July 09, 2010 12:33 PM
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[REDACTED]

From: Neil R. Wachter
Sent: Friday, July 09, 2010 9:49 AM
To: Tracey L. Hamilton-Oril
Subject: KRRC - confidential attorney work product communication

Tracey:

Neil

(Ord. 270 (2002) § 1, 2002: Ord. 50-F (2000) § 1, 2000: Ord. 50-C (1993) § 2, 1993: Ord. 50-B (1993) § 2, 1993: Ord. 50-A (1985) § 2, 1985)

(Ord. 50-G (2000) § 1, 2000

(Ord. 367 (2006) § 5 (part), 2006)

Don Burger

From: Neil R. Wachter [NWachter@co.kitsap.wa.us]
Sent: Friday, July 09, 2010 12:41 PM
To: Tracey L. Hamilton-Oril
Subject: FW: KRRC Photos

[REDACTED]

thx

From: Grant Holdcroft [mailto:holdcg@health.co.kitsap.wa.us]
Sent: Friday, July 09, 2010 11:38 AM
To: Steve Mount; Neil R. Wachter
Subject: KRRC Photos

Neil and Steve:

[REDACTED]

[REDACTED]

[REDACTED]

Ta,

Grant A. Holdcroft, R.S.
Sr. Environmental Health Specialist
Solid & Hazardous Waste Program
Kitsap County Health District
holdcg@health.co.kitsap.wa.us
(360) 337-5605

Don Burger

From: Martha Droge [MDroge@co.kitsap.wa.us]
Sent: Friday, July 09, 2010 3:49 PM
To: Dori Leckner
Subject: the three gun club related emails I received this week - with attachments
Attachments: POSSIBLE SPAM! SCORE = 7.8 Land Clearing at Kitsap Rifle and Revolver Club; Newberry Hill Heritage Park Safety; Newberry Hill Heritage Park Encroachment

Don Burger

From: Gail and Kevin Gross [kevinandgail@[REDACTED]]
Sent: Monday, July 05, 2010 10:01 AM
To: Jim Dunwiddie; Martha Droge
Cc: Terry Allison
Subject: POSSIBLE SPAM! SCORE = 7.8 Land Clearing at Kitsap Rifle and Revolver Club
Attachments: KRRC Google Earth 30 May 2009.jpg; KRRC Google Earth 15 May 2010.jpg

Importance: High

Mr. Dunwiddie, with the apparent expansion of the (new) 300 meter rifle shooting lines (large cleared area at right of satellite imagery) you can expect increased incidences of stray bullet incursions into the new Newberry Hill Heritage Park.

A member of our group already has experienced bullets flying overhead in the trees while walking along the south (old logging road) trail in the park. I can have him contact you if you wish a personal testament to this experience.

If you find this disturbing, you may wish to contact Mr. Neil Wachter, Senior Kitsap County Prosecuting Attorney, to assess how you may register your concern.

Sincerely,
Kevin Gross

----- Original Message -----

From: Gail and Kevin Gross
To: Steve Mount ; Neil Wachter
Cc: Larry Keeton ; Terry Allison
Sent: Monday, July 05, 2010 8:20 AM
Subject: Land Clearing at Kitsap Rifle and Revolver Club

Attached is the most recent satellite imagery of the Kitsap Rifle and Revolver Club dated May 15, 2010. Please note that they have cleared, again, the 300 meter rifle line (large cleared area to the right) for which Steve Mount issued the cease and desist order back in about 2005. Compare this to satellite imagery dated May 30, 2009 (actually April 2009) showing scotch broom growing on the abandoned 300 meter rifle line.

I believe that we should want to meet again to determine what action can and will be taken to stop this most recent grading permit violation.

Sincerely,
Kevin T. Gross

[REDACTED]
Bremerton, WA 98312
[REDACTED]

Don Burger

From: Gail and Kevin Gross [kevinandgail@██████████]
Sent: Wednesday, July 07, 2010 12:20 PM
To: Charlotte Garrido; Josh Brown; Steve Bauer
Cc: Jim Dunwiddie; Larry Keeton; Martha Droge; Steve Mount
Subject: Newberry Hill Heritage Park Safety
Attachments: Newberry Hill Park Walk_June 2010 005.jpg; Kitsap Rifle and Revolver Club Google Earth Imagery May 15 2010.pptx

Commissioners Brown, Bauer, and Garrido, I believe you may find this issue one of personal interest. I am sending you this note to emphasize a potential threat to the safety to users of the proposed Newberry Hill Heritage Park.

The first satellite photo (Google Earth imagery) dated May 15, 2010, shows how the Kitsap Rifle and Revolver Club (KRRC) has again cleared what they have previously referred to in their newsletters as the '300 meter rifle line.' This is the same construction site which KRRC began to clear in spring of 2005, when KRRC leased this property from the State Dept. of Natural Resources, and for which the Kitsap County Code Enforcement officer issued a stop work order in September 2005. The Department of Natural Resources, then-owner of the property, had required reforestation with 1,000 seedlings. (There is some question as to whether the reforestation was ever completed). Kitsap Rifle and Revolver Club has also publicly stated their intent to create a 'World Class Shooting Facility'. While many of the existing sixteen rifle and pistol shooting lines are already directed into the Newberry Hill Heritage Park, activation of the '300 meter rifle line' will potentially, significantly and adversely affect users of the Park. Some users of the Park have already experienced bullets striking trees overhead while walking on existing roads/trails in the south end of the Park.

Also attached is a photo of a berm and trench (Newberry Hill Heritage Park Walk June 2010) constructed adjacent to the main (former logging) road at the south end of the park, ostensibly to prevent vehicle and horse entry to the south boundary of the Park and to discourage pedestrian traffic adjacent to KRRC.

The May 15th photo also shows construction of the fence line at the north perimeter of the Club property. I have learned from the surveyor, AES Consultants, that the official survey is not yet completed and has therefore not yet been recorded. Is land clearing and construction of this fence line justified without first having it recorded, especially where there are wetlands?

I expect these photos cause as much concern to you as they do to us residents, and that appropriate action will be taken to enforce the County ordinances.

Sincerely,
Kevin and Gail Gross
██████████
Bermerton, WA 98312
██████████

Don Burger

From: Gail and Kevin Gross [kevinandgail@[REDACTED]h]
Sent: Sunday, July 04, 2010 10:34 AM
To: Jim Dunwiddie; Martha Droge
Cc: Terry Allison
Subject: Newberry Hill Heritage Park Encroachment
Attachments: Newberry Hill Heritage Park.pptx; Newberry Hill Park Walk_June 2010 004.jpg

Jim and Martha, attached are some photos of improvements created by the Kitsap Rifle and Revolver Club on what was previously DNR property, ostensibly to prevent motorized vehicles from entering the Club from the Northeast corner (using existing logging roads).

This berm and trench is approximately 600 feet north of the property line, inside the new Newberry Hill Heritage Park.

Sincerely,
Kevin Gross
[REDACTED]
Bremerton, WA 98312
[REDACTED]

Don Burger

From: Terry Allison [tncallison@██████████]
Sent: Friday, July 09, 2010 4:44 PM
To: Neil R. Wachter
Subject: POSSIBLE SPAM! SCORE = 5.0 e-mail

Hi Skip and Terry,

Josh Brown stopped by my house today... he was in the neighborhood "campaigning." Gail said he didn't stop by their house, so not sure if he made it up to Iskra.

anyway, I had a chance to chat with him, and asked him about KRRC.. specifically was he aware of the noise issue etc.

gotta say, that you all did a great job during your presentation/meeting with Josh, cause he told me pretty much everything that was in that presentation.

He mentioned the noise, the wetlands, ("I have maps) the safety concerns in Heritage Park, and the expanded activity of the club.. he said, did I know that they about tripled the number of firing lanes, and put up lights without permits! Plus they don't allow other agencies, like the county, access to the property.. etc. etc

The most interesting bit of news he shared with me though, was that a Mr. Danielson, the attorney for KRRC has filed to run against Russ Hauge.. and Josh said he thinks Danielson decided to do so because of the controversy with the club... hmm..

just thought you'd like to know, in case you haven't heard..

hope all went well with your meeting today with Neil.

Don Burger

From: Cam Mandeville [CMandevi@co.kitsap.wa.us]
Sent: Friday, July 09, 2010 6:37 PM
To: John Sprague; Clinton Bergeron; Jon Brossel; John Gese; Jon Hytinen; Jim Porter; Jim White; Lori Cole; Michael Merrill; Russ Clithero; Steve Duckworth; Steve Sipple
Cc: Kathy Collings; Dennis Bonneville; Gary Simpson
Subject: Problems involving Kitsap Rifle and Revolver Club

All---

Please be aware that the Undersheriff and I attended a meeting of some concerned citizens regarding issues/concerns about the Kitsap Rifle and Revolver Club this last week. The concerns dealt with changes and remodeling of the club facilities that make their club louder and more dangerous in some cases, and changes in their rules about what type of weapons that are allowed to be discharged there as well.

Noise: When we met with this group, they understood that County Code sets the hours for firearms discharge at recognized gun ranges (0700 to 2200) and that we could not change that, or take any enforcement action during those times for noise violations. They were concerned about some of the types of explosions that occur at the range to include cannon and in some cases, explosive targets. The group has been dealing with DCD with regard to those issues, and with the Prosecutor's Office with regard

Dangers: However, one of their bigger concerns is that since the club has expanded its shooting lanes from 2 original lanes to a total of 16 firing lanes. The expansion of the firing lanes was reportedly done without permits or DCD approval, and DCD and the Prosecutor's Office are looking into that as well. However, the expansion of the firing lanes dictate that bullets from those lanes that are not contained within the buried/back-stopped areas are flying out over more territory that is potentially occupied by people. This includes the area immediately behind the back-stops, which is now a County Park (Heritage Park).

Response (Noise): At the current time we do not expect Deputies to respond to Noise calls for normal firing range activity from the KRRC Range between the hours of 0700 and 2200, daily, as that is allowed in the current time. If a Deputy is requested to call a complainant with regard to the Noise issue, they should advise the complainant that normal range fire is allowed during that time by County Code, and if they have a real concern about it that they should keep a log of the times that they are hearing the range fire.

If the noise is from extraordinary sources (cannon, explosives, automatic rifle fire), then a Deputy should respond and do a report if they witness the noise as well. Whether or not they actually make contact at the club is up to their discretion or that of their supervisor. Any cases/incidents documenting these extraordinary noises need to be forwarded to DCD and the Prosecutors Office for their information.

Response (Danger): In the cases where a citizen is reporting that bullets are landing near them, on their roof tops, in the neighborhood, or in the Heritage Park, the Deputy needs to respond and contact the complainant if the situation is in progress. Collect evidence, get a statement and then attempt to contact the KRRC Club to ascertain which firing lanes are in use, to help determine the source of the projectiles. We must take a very pro-active approach when lives are actually in danger. A report needs to be taken and follow-up completed if needed. In these cases again, reports of this nature need to be forwarded to DCD and the Prosecutor's Office.

Please get this information out to your people. Let me know if there are any questions.

Thanks for your immediate attention to this matter.

Cam M. #9

Don Burger

From: Steve Sipple [SSipple@co.kitsap.wa.us]
Sent: Friday, July 09, 2010 10:01 PM
Subject: Fwd: Problems involving Kitsap Rifle and Revolver Club

Central: If you take complaints on the Kitsap rifle and Revolver Club on Seabeck Hwy, this is how the complaint should be handled.....and I would like a copy of the report or event....

Sgt. Steve Sipple
Kitsap County Sheriff's Office
Office: 360.337.4875
Cell: 360.509.7007

"It's not your aptitude, but your attitude which will determine your altitude." -Warren Miller-

>>> Cam Mandeville 7/9/2010 6:36 PM >>>
All---

Please be aware that the Undersheriff and I attended a meeting of some concerned citizens regarding issues/concerns about the Kitsap Rifle and Revolver Club this last week. The concerns dealt with changes and remodeling of the club facilities that make their club louder and more dangerous in some cases, and changes in their rules about what type of weapons that are allowed to be discharged there as well.

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Don Burger

From: Steve Sipple [SSipple@co.kitsap.wa.us]
Sent: Friday, July 09, 2010 10:01 PM
To: Aaron Baker; Alan Langguth; Brittany Gray; Brandon L. Myers; Cory Manchester; Don Moszkowicz; Daniel Twomey; Jason Bowman; Justin Childs; Joe Hedstrom; Jeff Schaefer; Mark Gundrum; Pam Fleming; Jason L. Hedstrom; Steve Clarkson; Lori Cole; Lee Wheeler; Scott Jensen; Jon Hytinen; Shane Hanson; Will Sapp; Victor Cleere; Kurtis Lont; matt hill
Subject: Fwd: Problems involving Kitsap Rifle and Revolver Club

Central: If you take complaints on the Kitsap rifle and Revolver Club on Seabeck Hwy, this is how the complaint should be handled.....and I would like a copy of the report or event....

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Please get this information out to your people. Let me know if there are any questions.

Thanks for your immediate attention to this matter.

Cam M. #9

Don Burger

From: Steve Duckworth [SDuckwor@co.kitsap.wa.us]
Sent: Saturday, July 10, 2010 10:30 AM
To: Brian Petersen; Craig Hanson; Dave Meyer; Daniel Twomey; Eric Adams; Eric Janson; Fred Breed; Heather Wright; Jon Brossel; Jack Clampitt; Tim Young; Paul S. Woodrum; Jennifer Rice; Mark McVey; Jon VanGesen; Todd Byers; Tiffany Dobbins; Josh Miller; Ken Mahler; Rick Stoner; Steve Argyle; Jim Porter
Subject: Fwd: Problems involving Kitsap Rifle and Revolver Club
Attachments: Problems involving Kitsap Rifle and Revolver Club

FYI

Don Burger

From: Cam Mandeville [CMandevi@co.kitsap.wa.us]
Sent: Friday, July 09, 2010 6:37 PM
To: John Sprague; Clinton Bergeron; Jon Brossel; John Gese; Jon Hytinen; Jim Porter; Jim White; Lori Cole; Michael Merrill; Russ Clithero; Steve Duckworth; Steve Sipple
Cc: Kathy Collings; Dennis Bonneville; Gary Simpson
Subject: Problems involving Kitsap Rifle and Revolver Club

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Thanks for your immediate attention to this matter.

Cam M. #9

Don Burger

From: Tracey L. Hamilton-Oril [THamilto@co.kitsap.wa.us]
Sent: Monday, July 12, 2010 10:35 AM
To: Neil R. Wachter
Subject: RE: KRRC - confidential attorney work product communication

From: Neil R. Wachter
Sent: Friday, July 09, 2010 9:49 AM
To: Tracey L. Hamilton-Oril
Subject: KRRC - confidential attorney work product communication

Tracey:

Neil

(Ord. 270 (2002) § 1, 2002: Ord. 50-F (2000) § 1, 2000: Ord. 50-C (1993) § 2, 1993: Ord. 50-B (1993) § 2, 1993: Ord. 50-A (1985) § 2, 1985)

(Ord. 50-G (2000) § 1, 2000

(Ord. 367 (2006) § 5 (part), 2006)

Don Burger

From: sjunis@
Sent: Monday, July 12, 2010 1:05 PM
To: Charlotte Garrido
Cc: tncallison@q.com; kevinandgail@wavecable.com; viirc9@yahoo.com
Subject: Meeting to discuss KRRC

Commissioner Garrido,

I would like to arrange a meeting with you to present and discuss relevant information about KRRC. ~~The meeting would include two or three other concerned Kitsap County residents who have first hand knowledge of~~ the issues surrounding KRRC. Several of us ran into Jackie Aufderheide at the county offices this week and she suggested that we meet with each of the commissioners. We originally presented to Josh Brown and Prosecutor on this growing and continuing problem, but Jackie thought it best if we meet and presented specific details about this problem to each commissioner individually. The reason that the sound of gunfire has reached out to so many neighborhoods is that KRRC has increased their number of firing lanes from two to sixteen, apparently without the required permits or County approval. The County can not let KRRC increase their firing lanes by 800% without having dramatic impact on the surrounding community. Our neighborhoods as well as the new Newberry Hill Heritage Park and Klahowya Secondary School are directly down range from some of these lanes and this represents potentially new safety concerns.

In addition KRRC is intruding and potentially damaging the Federal Class Wetlands as seen in the most recent Google images. We want to discuss these environmental issues as well. Possible pollution to wetlands, Chico Creek Headwaters and the safety issues concerning visitors to the new Heritage Park. One of our group members (CK CITIZENS 4 Safe & Quiet Neighborhoods) was walking the trails and had a bullet hit a nearby tree. His name is Bill Fernandez and he will be one of the folks who will be attending a meeting with you. Thanks for your help.

Skip Junis

42" LCD TV for \$29.46?

Are these prices for real? YES! You WON'T Believe What We Found...
ConsumerProductsDigest.com

Don Burger

From: Charlotte Garrido [CGarrido@co.kitsap.wa.us]
Sent: Monday, July 12, 2010 1:46 PM
To: sjunis@[REDACTED]
Cc: Nancy Hahn
Subject: Re: Meeting to discuss KRRC

Hi Skip,
I've received several messages about this matter, and have copied my assistant so she work with you to find a mutually agreeable time to meet.
Thank you,
Charlotte

Charlotte Garrido
Kitsap County Commissioner
(360) 337-7097, fax (360) 337-4632

>>> " sjunis@[REDACTED]" < sjunis@[REDACTED] > 7/12/2010 1:04 PM >>>
Commissioner Garrido,

I would like to arrange a meeting with you to present and discuss relevant information about KRRC. The meeting would include two or three other concerned Kitsap County residents who have first hand knowledge of the issues surrounding KRRC. Several of us ran into Jackie Aufderheide at the county offices this week and she suggested that we meet with each of the commissioners. We originally presented to Josh Brown and Prosecutor on this growing and continuing problem, but Jackie thought it best if we meet and presented specific details about this problem to each commissioner individually. The reason that the sound of gunfire has reached out to so many neighborhoods is that KRRC has increased their number of firing lanes from two to sixteen, apparently without the required permits or County approval. The County can not let KRRC increase their firing lanes by 800% without having dramatic impact on the surrounding community. Our neighborhoods as well as the new Newberry Hill Heritage Park and Klahowya Secondary School are directly down range from some of these lanes and this represents potentially new safety concerns.

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Thanks for your help.
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<http://thirdpartyoffers.juno.com/TGL3141/4c3b75a043b9725eeaast05duc>

Don Burger

From: Martha Droge [MDroge@co.kitsap.wa.us]
Sent: Monday, July 12, 2010 2:19 PM
To: Jim Dunwiddie
Subject: Newberry Hill Heritage Park boundary line & KRRC
Attachments: NewberryHill_BoundaryLine&KRRC.pdf

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

Kitsap Rifle and Revolver Club Google Earth Imagery, May 15 2010



North

Berm and Trench on Newbery Hill
Heritage Park Property

New BRRC Fence Line Being Constructed

Re-Cleared
300 ft range -
DNR ordered
Replanted 2015

Google

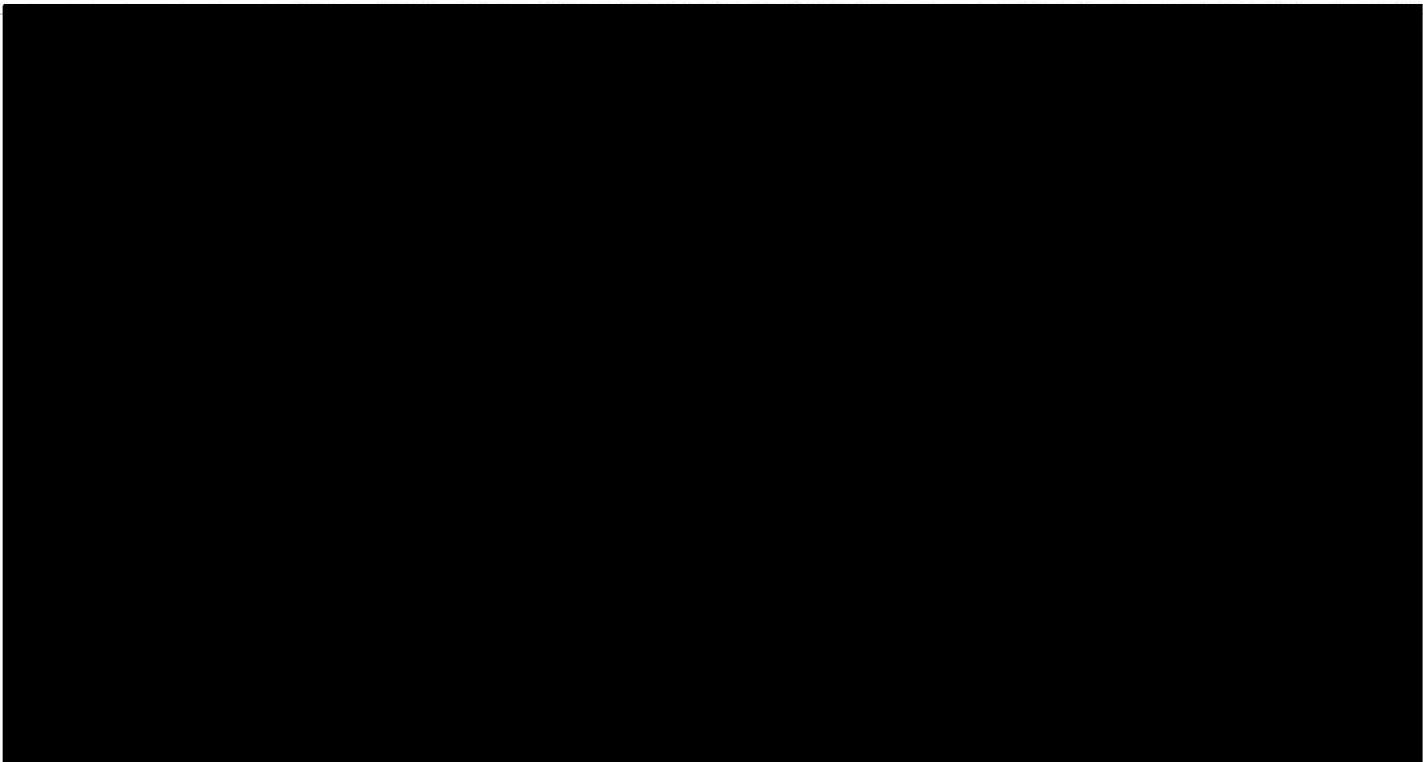
© 2010 Google
College Bluffs
47° 02' 00" N, 122° 48' 00" W

©2005

Don Burger

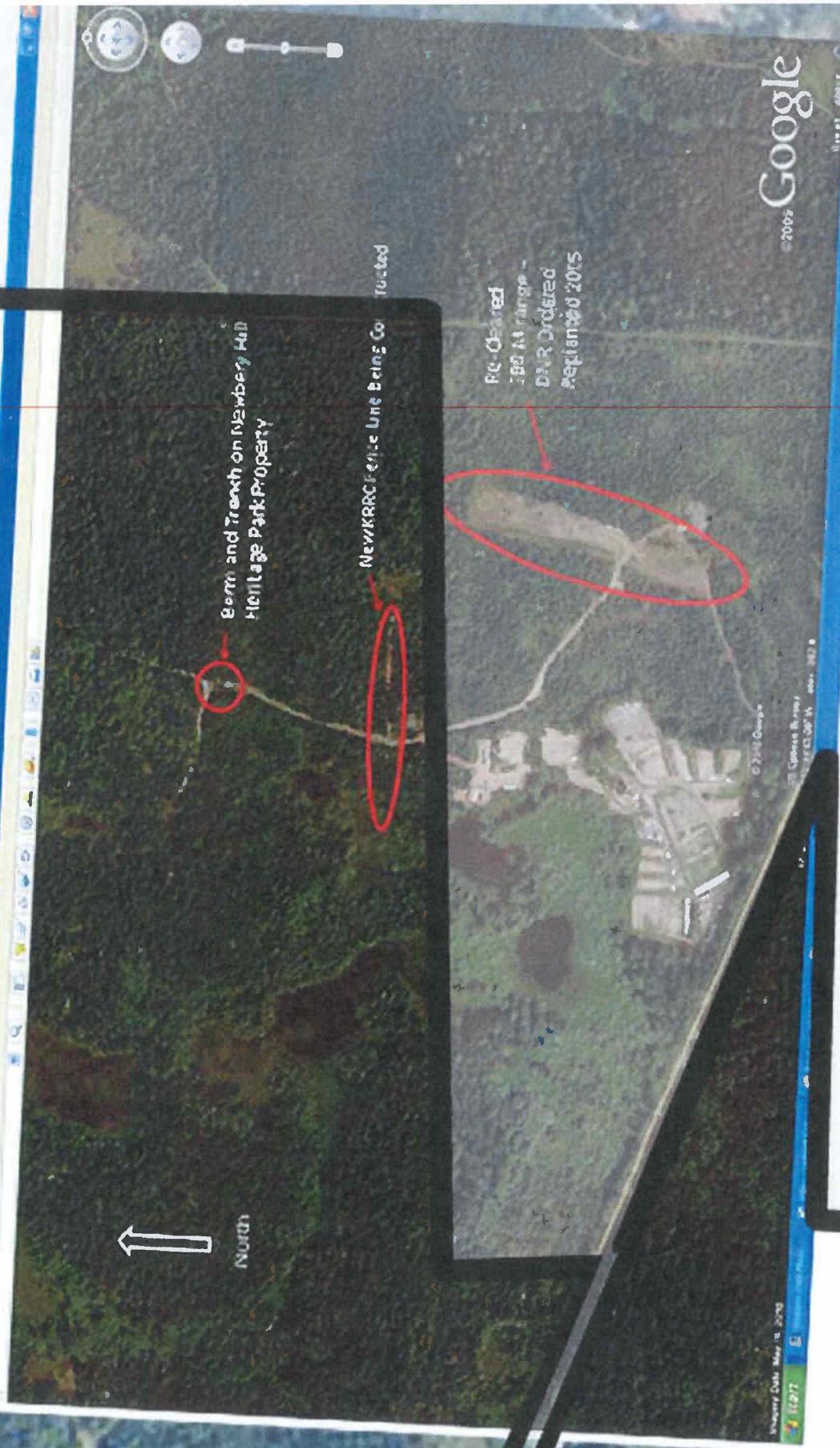
From: Jim Dunwiddie [JDunwiddie@co.kitsap.wa.us]
Sent: Monday, July 12, 2010 3:13 PM
To: Neil R. Wachter
Cc: Dori Leckner
Subject: CONFIDENTIAL - Newberry Hill Heritage Park/Kitsap Rifle & Revolver Club
Attachments: Newberry Hill Park Walk_June 2010 005.jpg; Kitsap Rifle and Revolver Club Google Earth Imagery May 15 2010.pptx; NewberryHill_BoundaryLine&KRRC.pdf

Mr. Wachter,



Jim Dunwiddie, Director
337-5355

Kitsap Rifle and Revolver Club Google Earth Imagery, May 15 2010





Don Burger

From: Gail and Kevin Gross [kevinandgail@██████████]
Sent: Monday, July 12, 2010 2:46 PM
To: dale.j.jordan@usace.army.mil
Cc: Neil R. Wachter; Terry Allison
Subject: POSSIBLE SPAM! SCORE = 8.0 Filling of Wetlands at Chico Creek Headwaters
Attachments: KRRC Google Earth 15 May 2010.jpg; KRRC Google Earth 30 April 2009.jpg; KRRC GOOGLE Earth Photo_15 May 2010_Filling of Wetlands.pptx

Mr. Jordan, the subject of this email has become of great concern to various Kitsap County officials. This email is a follow-up to my voice mail message from the morning of Thursday 8 July 2010. I have also left a voice mail message with Ms. Muffy Walker, Chief of Operations Regulatory Branch, with whom I worked when I worked for the Naval Facilities Engineering Command Northwest Capital Improvement Branch. I am contacting you on the recommendation of Mr. Neil Wachter, Kitsap County Senior Prosecuting Attorney (Civil Division).

The purpose of this message is to apprise you of potential incidences of filling of Class 1 wetlands in the upper Chico Creek watershed, Water Resource Inventory Area (WRIA) 15, by the Kitsap Rifle and Revolver Club (KRRC), located at 4900 Seabeck Highway.

Attached please find three Google Earth photographs of Kitsap Rifle and Revolver Club (KRRC). A brief description of these photos is as follows:

- 1.) Google Earth satellite photo from May 15, 2010 with notations regarding various construction activities that have taken place since a comparison with a Google Earth photo of April/May 2009.
- 2.) Google Earth satellite photo from May 15, 2010 without notations.
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The May 15, 2010 imagery, compared to the April 30, 2009 imagery, shows that KRRC has apparently recently filled wetlands immediately adjacent to their active rifle and pistol shooting lines (improved areas). An issue of concern is the potential that KRRC may also have used earth fill from lead-contaminated backstop-berm material for the fill and may therefore be accelerating introduction of lead contamination into the Chico Creek watershed.

Please feel free to contact me if I may provide additional information or discussion of the satellite imagery.

Sincerely,
Kevin T. Gross
CAPT(ret), Civil Engineer Corps, U.S. Navy
██████████
Bremerton, WA 98312
██████████



Imagery Date: May 15, 2010

Sabback Hwy NW

47°36'30.91" N 122°44'41.80" W elev 405 ft

US Census Bureau
© 2010 Google

©2009 Google

Eye alt 2352 ft





May 30, 2009

47°36'31.12" N 122°44'43.32" W elev 3931ft

©2010 Google
U.S. Census Bureau
Imagery © U.S. Geological Survey

©2009
Google

Eye alt: 2285ft

Don Burger

From: Jess NWS Jordan [dale.j.jordan@usace.army.mil]
Sent: Monday, July 12, 2010 3:26 PM
To: Gail and Kevin Gross
Cc: Neil R. Wachter; Terry Allison
Subject: RE: Filling of Wetlands at Chico Creek Headwaters

Thank you Mr. Gross for your email and phone messages. I just returned to the office today from vacation and have been trying to get through the numerous emails and voice messages left for me while I was gone.

I have been in contact with KRRC and am continuing to work towards a site visit of the property to assess any filling of wetlands or other waters of the US. The information you have provided is very helpful. If possible I would like to talk with you tomorrow if you are available. I am in the office from 6:30am to 3pm...please let me know if tomorrow would work for you and what time.

Thank you,

Jess

-----Original Message-----

From: Gail and Kevin Gross [mailto:kevinandgail@██████████]
Sent: Monday, July 12, 2010 2:46 PM
To: Jordan, Jess NWS
Cc: Terry Allison; Neil Wachter
Subject: Filling of Wetlands at Chico Creek Headwaters

Mr. Jordan, the subject of this email has become of great concern to various Kitsap County officials. This email is a follow-up to my voice mail message from the morning of Thursday 8 July 2010. I have also left a voice mail message with Ms. Muffy Walker, Chief of Operations Regulatory Branch, with whom I worked when I worked for the Naval Facilities Engineering Command Northwest Capital Improvement Branch. I am contacting you on the recommendation of Mr. Neil Wachter, Kitsap County Senior Prosecuting Attorney (Civil Division).

The purpose of this message is to advise you of potential incidences of filling of Class 1 wetlands in the upper Chico Creek watershed, Water Resource Inventory Area (WRIA) 15, by the Kitsap Rifle and Revolver Club (KRRC), located at 4900 Seabeck Highway.

Attached please find three Google Earth photographs of Kitsap Rifle and Revolver Club (KRRC). A brief description of these photos is as follows:

1.) Google Earth satellite photo from May 15, 2010 with notations regarding various construction

activities that have taken place since a comparison with a Google Earth photo of April/May 2009.

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Please feel free to contact me if I may provide additional information or discussion of the satellite imagery.

Sincerely,

Kevin T. Gross

CAPT(ret), Civil Engineer Corps, U.S. Navy

[REDACTED]

Bremerton, WA 98312

[REDACTED]

Don Burger

From: Neil R. Wachter [NWachter@██████████]
Sent: Monday, July 12, 2010 4:41 PM
To: Jess NWS Jordan
Cc: Tracey L. Hamilton-Oril
Subject: RE: Filling of Wetlands at Chico Creek Headwaters

Jess -

Welcome back to the office. I am asking to coordinate with you and your legal counsel. Please call me tomorrow, if possible.

Yours very truly,

Neil R. Wachter
Senior DPA, Civil Division
Kitsap County Prosecutor's Office
360-337-4979

-----Original Message-----

From: Jess NWS Jordan [mailto:Dale.J.Jordan@usace.army.mil]
Sent: Monday, July 12, 2010 3:26 PM
To: Gail and Kevin Gross
Cc: Neil R. Wachter; Terry Allison
Subject: RE: Filling of Wetlands at Chico Creek Headwaters

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Thank you,

Jess

-----Original Message-----

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Sent: Monday, July 12, 2010 2:46 PM
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Cc: Terry Allison; Neil Wachter
Subject: Filling of Wetlands at Chico Creek Headwaters

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Please feel free to contact me if I may provide additional information or discussion of the satellite imagery.

Sincerely,

Kevin T. Gross

CAPT(ret), Civil Engineer Corps, U.S. Navy


Bremerton, WA 98312



Don Burger

From: Neil R. Wachter [NWachter@co.kitsap.wa.us]
Sent: Monday, July 12, 2010 4:44 PM
To: Christian C. Casad; Kevin M. Howell; Russell D. Hauge; Tracey L. Hamilton-Oril
Subject: FW: CONFIDENTIAL - Newberry Hill Heritage Park/Kitsap Rifle & Revolver Club
Attachments: NewberryHill_BoundaryLine&KRRC.pdf; Kitsap Rifle and Revolver Club Google Earth Imagery May 15 2010.pptx; Newberry Hill Park Walk_June 2010 005.jpg

per the email below and attachments, there's a trespass COA too.

From: Jim Dunwiddie
Sent: Monday, July 12, 2010 3:13 PM
To: Neil R. Wachter
Cc: Dori Leckner
Subject: CONFIDENTIAL - Newberry Hill Heritage Park/Kitsap Rifle & Revolver Club

Mr. Wachter,

On July 12, 2010 at 12:30pm, Dori Leckner, Kitsap County Parks Superintendent, and I walked a portion of Newberry Hill Heritage Park, on the old DNR logging road off the Seabeck Highway entrance of the park. Mr. Kevin Gross, a local resident, met us at the parking area and lead us to the area noted in his July 7, 2010 email and subject of the attached photographs that he had previously distributed..

After approximately a mile walk, we arrived at an area that was physically closed off by a manmade 6-8 foot earth berm which had a plastic fence erected atop. On the top of the plastic fence, ran a 6 inch (approx) strand of barbed wire. A second strand of barbed wire ran along the fence, about a third way up the fence from grade. Both sides of the fence were fastened to trees. We did not see any warning signs posted on the fence or near the area.

I could not easily walk up the berm but was able to reach the top to see that the berm blocked an old roadway (running southern direction), which appears to have previously intersected with the roadway that we used to enter the park. The berm and fencing structure would certainly block equestrian access and severely limit bicycle and pedestrian access to the roadway. The only access to the southern roadway would have to be through heavily vegetative areas on each side of the berm.

We noticed, there was flow of water running out of the lower portion of lefthand side of the berm toward the entrance road.. The source of the water could not be located.

When we returned to the office, Martha Droge, Parks Project Coordinator, provided an overlay of the park boundary line (file: NewberryHill BoundryLine&KRRC.pdf) to the Google Earth photograph. Based on the that visual information, the earth berm/fence certainly is situated on county parkland. The area identified as "New KRRC Fence Line Being Constructed," also appears, visually, be constructed on county parkland.

If I can be of any assistance, please let me know.

Jim Dunwiddie, Director
[REDACTED]



Don Burger

From: Neil R. Wachter [NWachter@co.kitsap.wa.us]
Sent: Monday, July 12, 2010 4:44 PM
To: Jim Dunwiddie
Cc: Tracey L. Hamilton-Oril
Subject: RE: CONFIDENTIAL - Newberry Hill Heritage Park/Kitsap Rifle & Revolver Club

Mr. Dunwiddie,

[REDACTED]

Best,

Neil

From: Jim Dunwiddie
Sent: Monday, July 12, 2010 3:13 PM
To: Neil R. Wachter
Cc: Dori Leckner
Subject: CONFIDENTIAL - Newberry Hill Heritage Park/Kitsap Rifle & Revolver Club

Mr. Wachter,

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Jim Dunwiddie, Director
337-5355

Don Burger

From: Christian C. Casad [CCasad@co.kitsap.wa.us]
Sent: Monday, July 12, 2010 4:52 PM
To: Neil R. Wachter
Subject: RE: CONFIDENTIAL - Newberry Hill Heritage Park/Kitsap Rifle & Revolver Club

[REDACTED]

Chris

From: Neil R. Wachter
Sent: Monday, July 12, 2010 4:44 PM
To: Tracey L. Hamilton-Oril; Kevin M. Howell; Russell D. Hauge; Christian C. Casad
Subject: FW: CONFIDENTIAL - Newberry Hill Heritage Park/Kitsap Rifle & Revolver Club

[REDACTED]

From: Jim Dunwiddie
Sent: Monday, July 12, 2010 3:13 PM
To: Neil R. Wachter
Cc: Dori Leckner
Subject: CONFIDENTIAL - Newberry Hill Heritage Park/Kitsap Rifle & Revolver Club

Mr. Wachter,

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Jim Dunwiddie, Director
337-5355

Don Burger

From: Russell D. Hauge [RHauge@co.kitsap.wa.us]
Sent: Monday, July 12, 2010 8:44 PM
To: Neil R. Wachter
Cc: Jacquelyn M. Aufderheide; Kevin M. Howell
Subject: Re: CONFIDENTIAL - Newberry Hill Heritage Park/Kitsap Rifle & Revolver Club

[REDACTED]
Russell

From: Neil R. Wachter
To: Tracey L. Hamilton-Oril; Kevin M. Howell; Russell D. Hauge; Christian C. Casad
Sent: Mon Jul 12 16:43:31 2010
Subject: FW: CONFIDENTIAL - Newberry Hill Heritage Park/Kitsap Rifle & Revolver Club

[REDACTED]

From: Jim Dunwiddie
Sent: Monday, July 12, 2010 3:13 PM
To: Neil R. Wachter
Cc: Dori Leckner
Subject: CONFIDENTIAL - Newberry Hill Heritage Park/Kitsap Rifle & Revolver Club

Mr. Wachter,

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]
Jim Dunwiddie, Director
[REDACTED]

Don Burger

From: Don Burger [DBurger@co.kitsap.wa.us]
Sent: Tuesday, July 13, 2010 8:09 AM
To: Carolyn Gourley
Subject: New Allison public record disclosure request

Carolyn - Mr. Allison just e-mailed me this additional request. If you can answer it directly, please copy me. Otherwise, if you have the records please fwd it to me and I'll respond. Thanks - Don

Don Burger
Kitsap County
Records Coordinator
(360) 307-4261
(360)337-7052 (FAX)
www.kitsapgov.com

NEW OFFICE HOURS:
M -TH 8:00 AM - 5:00 PM
Effective May 4th, 2009

>>> "Terry Allison" <tncallison@ 7/13/2010 8:03 AM >>>
Mr. Burger

An e-mail response to the below records request is requested if possible. I know that the record is recent enough that it may not have been entered into the system yet.

Respectfully
Terry Allison

R
Kitsap County
614 Division Street
Port Orchard, Washington 98366
REQUEST FOR DISCLOSURE OF
PUBLIC RECORDS

Instructions: 1. Complete Section A of following form.
2. Return completed form to the appropriate Kitsap County Department.
Section A - Requestor/Records Request Information Requestor Name Terry Allison Phone Number 1- Today's Date 13 July 2010 Mailing Address City State Zip Code ,
Bremerton, WA.
98312

This is a request to: ???? Inspect and/or ????XX Copy the records described below:

(Please describe in the space below the records you are requesting and any additional information that will assist in quickly locating them.) Title of Record(s): Stop work order
Description: Issued by Kitsap County Code Enforcement on or about 09 July 2010 to Kitsap Rifle and Revolver Club, 4900 Seabeck Hwy. NW, Bremerton Wa. 98312
Date(s) of Record(s): 09 July 2010

If record(s) concern individual(s) other than requestor, please state names(s):

Special Handling:

????Please mail copies. (Payment is required before copying or mailing) ???? Please hold for pick-up.

Signature of Requestor (signed) Terry Allison Request was Made ???? In person ???? By Phone
???? By Mail (Attach Request) I certify that the photocopies of the records received as
listed above will not be used for commercial purposes. I agree to pay a reasonable standard
charge of \$.15 per copy plus cost of mailing.

Signature Date E-Mail Address Terry Allison, 13 July 2010, tncallison@ Section C -
Department Use Only Department Signature Date Pursuant to RCW 42.56, with limited exception,
Kitsap County and all of its departments and offices are required to disclose all
identifiable "public records" that are related to the conduct of the County when such records
are requested by any person.
Rev. 10/08

Don Burger

From: Don Burger [DBurger@co.kitsap.wa.us]
Sent: Tuesday, July 13, 2010 9:05 AM
To: Carolyn Gourley
Subject: New Terry Allison public record disclosure request

Carolyn - I sent you this e-mail eariler today, but right after doing so, IS switched me over to "OUTLOOK." Now I can't find any copy of this being sent, so I'm resending. Please disregard if you got my eariler note.

This record request was received today. If you can e-mail him a copy of this "stop work order"(assuming there is one) that's great, just cc me on the e-mail. ~~Otherwise, feel free to send the record to me and I'll be happy to respond. If it will~~ take more the 5 days, let me know and I'll send the 5-day letter. Thanks - Don

From: Terry Allison [mailto:tncallison@██████████]
Sent: Tuesday, July 13, 2010 8:04 AM
To: Don Burger
Subject: POSSIBLE SPAM! SCORE = 5.5 public record disclosure request

Mr. Burger

An e-mail response to the below records request is requested if possible. I know that the record is recent enough that it may not have been entered into the system yet.

Respectfully
Terry Allison

R
Kitsap County
614 Division Street
Port Orchard, Washington 98366
REQUEST FOR DISCLOSURE OF
PUBLIC RECORDS
Instructions: 1. Complete Section A of following form.
2. Return completed form to the appropriate Kitsap County Department.
Section A - Requestor/Records Request Information

Requestor Name **Terry Allison**

Phone Number **1-██████████**

Today's Date **13 July 2010**

Mailing Address City State Zip Code **P.O. ██████████, Bremerton, WA. 98312**

This is a request to: Inspect and/or **XX** Copy the records described below:

(Please describe in the space below the records you are requesting and any additional information that will assist in quickly locating them.)

Title of Record(s): **Stop work order**

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Date(s) of Record(s): **09 July 2010**

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Special Handling:

- Please mail copies. (Payment is required before copying or mailing)
 Please hold for pick-up.

Signature of Requestor **(signed) Terry Allison**

Request was Made

- In person By Phone By Mail (Attach Request)

I certify that the photocopies of the records received as listed above will not be used for commercial purposes. I agree to pay a reasonable standard charge of \$.15 per copy plus cost of mailing.

Signature Date E-Mail Address **Terry Allison, 13 July 2010, tncallison@** [REDACTED]

Section C - Department Use Only

Department

Signature

Date

Pursuant to RCW 42.56, with limited exception, Kitsap County and all of its departments and offices are required to disclose all identifiable "public records" that are related to the conduct of the County when such records are requested by any person.

Rev. 10/08

Don Burger

From: Neil R. Wachter [NWachter@co.kitsap.wa.us]
Sent: Tuesday, July 13, 2010 10:13 AM
To: Jeff Rowe-Hornbaker
Cc: Tracey L. Hamilton-Oril
Subject: R105 or R107 question - confidential attorney client communication

Dear Jeff:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Neil

Don Burger

From: sjunis@[REDACTED]
Sent: Tuesday, July 13, 2010 10:23 AM
To: Charlotte Garrido
Subject: Re: Meeting to discuss KRRC

Charlotte,

Thanks. Will your assistant call me to discuss dates or should I call. If so, I need to know your assistant's name. We look forward to meeting with you on this continuing and growing problem. You may have heard already, but our group has a significant amount of information on this problem and have developed a number of suggested solutions through research of case studies from communities all over the country. We want to work with you and the other agencies to resolve the environmental and safety issues emanating from KRRC.

Thank you for your time and consideration.

Skip

----- Original Message -----

From: "Charlotte Garrido" <cgarrido@co.kitsap.wa.us>
To: "sjunis@juno.com" <sjunis@[REDACTED]>
Cc: "Nancy Hahn" <NHahn@co.kitsap.wa.us>
Subject: Re: Meeting to discuss KRRC
Date: Mon, 12 Jul 2010 13:45:59 -0700

Hi Skip,

I've received several messages about this matter, and have copied my assistant so she work with you to find a mutually agreeable time to meet.

Thank you,
Charlotte

Charlotte Garrido
Kitsap County Commissioner
(360) 337-7097, fax (360) 337-4632

>>> "sjunis@[REDACTED]" <sjunis@[REDACTED]> 7/12/2010 1:04 PM >>>
Commissioner Garrido,

I would like to arrange a meeting with you to present and discuss relevant information about KRRC. The meeting would include two or three other concerned Kitsap County residents who have first hand knowledge of the issues surrounding KRRC. Several of us ran into Jackie Aufderheide at the county offices this week and she suggested that we meet with each of the commissioners. We originally presented to Josh Brown and Prosecutor on this growing and continuing problem, but Jackie thought it best if we meet and presented specific details about this problem to each commissioner individually. The reason that the sound of gunfire has reached out to so many neighborhoods is that KRRC has increased their number of firing lanes from two to sixteen, apparently without the required permits or County approval. The County can not let KRRC increase their firing lanes by 800% without having dramatic impact on the surrounding community. Our neighborhoods as well as the new Newberry Hill Heritage Park and Klahowya Secondary School are directly down range from some of these

lanes and this represents potentially new safety concerns.

In addition KRRC is intruding and potentially damaging the Federal Class Wetlands as seen in the most recent Google images. We want to discuss these environmental issues as well. Possible pollution to wetlands, Chico Creek Headwaters and the safety issues concerning visitors to the new Heritage Park. One of our group members (CK CITIZENS 4 Safe & Quiet Neighborhoods) was walking the trails and had a bullet hit a nearby tree. His name is Bill Fernandez and he will be one of the folks who will be attending a meeting with you.

Thanks for your help.

Skip Junis

42" LCD TV for \$29.46?

Are these prices for real? YES! You WON'T Believe What We Found...

<http://thirdpartyoffers.juno.com/TGL3141/4c3b75a043b9725eeaast05duc>

Don Burger

From: Jason Rice [JRice@co.kitsap.wa.us]
Sent: Tuesday, July 13, 2010 4:17 PM
To: Chris Freel

CF (Per SM) - Dennis Oost has a permit application in for a Gazzebo at the Poulsbo gun club - need to check and see if it contributes to the expansion or their operation. See Steve for more info...- jr

Don Burger

From: Dori Leckner [DLeckner@co.kitsap.wa.us]
Sent: Tuesday, July 13, 2010 3:00 PM
To: Terri Lyman
Subject: FW: KRRRC Boundary Survey

fyi

From: Kevin M. Howell
Sent: Tuesday, July 13, 2010 2:45 PM
To: Neil R. Wachter
Cc: John James; Jim Dunwiddie; Dori Leckner; Tracey L. Hamilton-Oril
Subject: KRRRC Boundary Survey

Neil,

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Kevin M. Howell, Deputy Prosecuting Attorney
Civil Division
Kitsap County Prosecutor's Office
614 Division Street, MS-35A
Port Orchard, WA 98366
Phone: (360) 337-7268
Fax: (360) 337-7083
kmhowell@co.kitsap.wa.us

Don Burger

From: John James [Jjames@co.kitsap.wa.us]
Sent: Tuesday, July 13, 2010 2:54 PM
To: Burt Thatcher
Subject: FW: KRRC Boundary Survey

From: Kevin M. Howell
Sent: Tuesday, July 13, 2010 2:45 PM
To: Neil R. Wachter
Cc: John James; Jim Dunwiddie; Dori Leckner; Tracey L. Hamilton-Oril
Subject: KRRC Boundary Survey

Neil,

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Kevin M. Howell, Deputy Prosecuting Attorney
Civil Division
Kitsap County Prosecutor's Office
614 Division Street, MS-35A
Port Orchard, WA 98366
Phone: (360) 337-7268
Fax: (360) 337-7083
kmhowell@co.kitsap.wa.us

Don Burger

From: Kevin M. Howell [KMHowell@co.kitsap.wa.us]
Sent: Tuesday, July 13, 2010 2:45 PM
To: Neil R. Wachter
Cc: Dori Leckner; Jim Dunwiddie; John James; Tracey L. Hamilton-Oril
Subject: KRRC Boundary Survey

Neil,

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

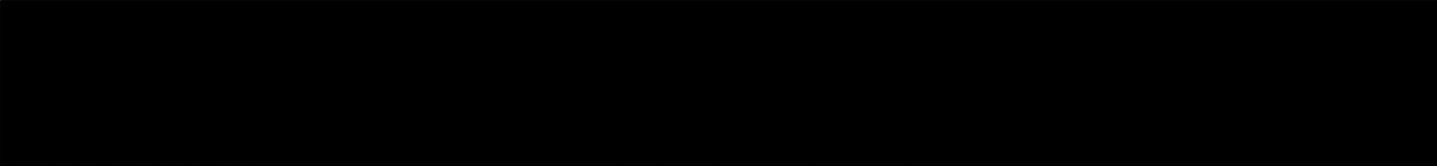
Kevin M. Howell, Deputy Prosecuting Attorney
Civil Division
Kitsap County Prosecutor's Office
614 Division Street, MS-35A
Port Orchard, WA 98366
Phone: (360) 337-7268
Fax: (360) 337-7083
kmhowell@co.kitsap.wa.us

Don Burger

From: Tracey L. Hamilton-Oril [THamilto@co.kitsap.wa.us]
Sent: Tuesday, July 13, 2010 12:07 PM
To: Neil R. Wachter; Russell D. Hauge
Subject: RE: Neil today - confidential attorney work product.

Russ,


From: Neil R. Wachter
Sent: Tuesday, July 13, 2010 11:57 AM
To: Russell D. Hauge
Cc: Tracey L. Hamilton-Oril
Subject: Neil today - confidential attorney work product.



Neil

Don Burger

From: Neil R. Wachter [NWachter@co.kitsap.wa.us]
Sent: Tuesday, July 13, 2010 11:57 AM
To: Russell D. Hauge
Cc: Tracey L. Hamilton-Oril
Subject: Neil today - confidential attorney work product.

Russ - [REDACTED]
[REDACTED]

[REDACTED]

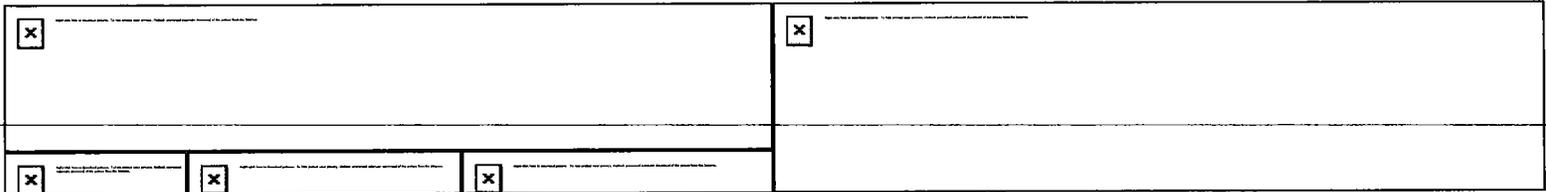
[REDACTED]

[REDACTED]

Neil

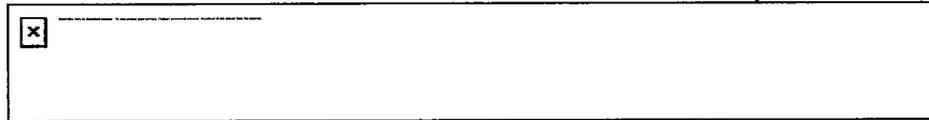
Don Burger

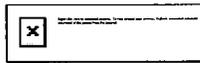
From: fsmmag e-news [e_news@fsmmag.com]
Sent: Tuesday, July 13, 2010 11:08 AM
To: Tim Perez
Subject: Facility Safety Management Weekly E-Newsletter July 13, 2010



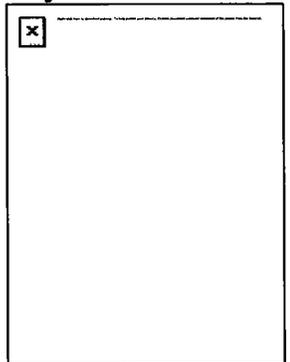
FSM E-Mail Newsletter

July 13, 2010



 The recognized world leader in the design and manufacturing of smoke, carbon monoxide and heat detector testing products and equipment. Our patented products are reliable, easy to use and affordable. Used by fire and safety professionals worldwide to meet compliance with globally accepted fire alarm codes and standards. Put us to the test today!

July 2010



This Week's News



Containment Cap Installed on Leaking Well, Pressure Test Underway
GULF of Mexico – BP says it has completed installation of a new sealing cap on the oil well 1,000 feet below the surface that has been leaking for 84 days in the Gulf of Mexico. **[full Story]**

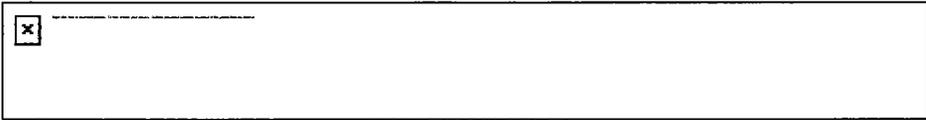


OSHA's Michaels Concerned Oil Spill Workers Not Properly Trained
WASHINGTON – OSHA Administrator Dr. David Michaels has expressed concern regarding training for Gulf Coast oil spill clean-up workers. **[full Story]**



Wildeck Appoints Quality Assurance/Safety Manager
WAUKESHA, WI -- Wildeck, Inc., manufacturer of mezzanines, material lifts, and safety guarding products, has appointed Michael R. Galezio to the position of Quality Assurance/Safety Manager for its North American operations. **[full Story]**



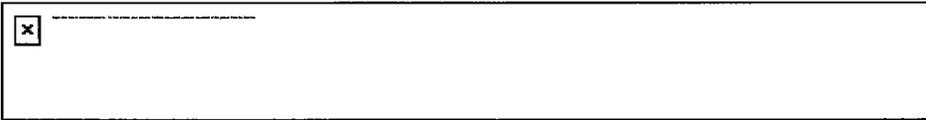


GAF Materials Wins Safety Awards from Manufacturers Group
 WAYNE, NJ -- GAF Materials Corp. plants nationwide recently secured multiple awards for safety given by the Asphalt Roofing Manufacturers Association. **[full Story]**

Colorado Welding Accident Prompts Renewed Call for Hot Work Safety
 WASHINGTON -- The death last week of a Colorado welder working on a storage tank containing flammables at an environmental remediation company in Englewood, Col. has prompted the Chemical Safety Board to renew its call for hot work safety. **[full Story]**



Defibtech Recognized for Job Creation, Export Growth
 MIDDLETOWN, CT -- For its strong performance in pursuing export markets and creating jobs, AED maker Defibtech has been awarded Dept. of Commerce's Export Achievement Certificate. **[full Story]**



Imperial Sugar to Pay \$6M for Dust Explosion That Killed 14
 WASHINGTON -- OSHA has resolved litigation with Imperial Sugar Co. stemming from the February 2008 explosion at its Port Wentworth, Ga., plant and subsequently discovered safety and health violations at the company's Gramercy, La., facility. **[full Story]**



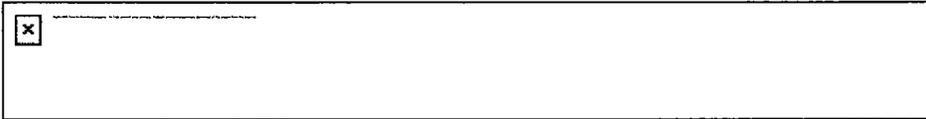
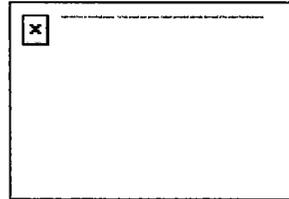
DOL Files Electrical Safety Complaint against USPS
 WASHINGTON -- The Dept. of Labor's solicitor has filed a complaint against the U.S. Postal Service for electrical work safety violations. The complaint, which asks the Occupational Safety and Health Review Commission to order USPS to correct electrical violations at 350 facilities, marks the first time the department has sought enterprise-wide relief as a remedy. **[full Story]**



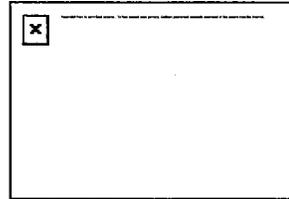
WILEY X Commits \$10,000 to Cause for a Cure
 LIVERMORE, CA – Eyewear manufacturer Wiley X has committed to raising a minimum of \$10,000 by year's end for The Breast Cancer Research Foundation. **[full Story]**



EPA Supports Environmental Modeling with Online Tool
 WASHINGTON -- The EPA is launching a new on-line tool for scientific collaboration and for environmental modeling knowledge sharing. **[full Story]**



Links to Facility Safety Web Sites **Click Here**

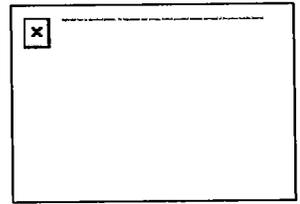


Safety Catalog This Week

Acclaimed Climate Control Series Brings Best of Both Worlds

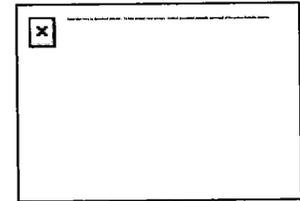
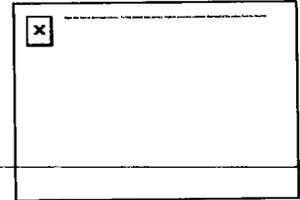


Wiley X Eyewear has a legacy of protecting the eyes of those who work and play hard the world over. Now the industry leader trusted by U.S. Military, law enforcement and top athletes from NASCAR to the pro bass circuit has launched a special line of eyewear to provide the ultimate in both safety and versatility to the American worker. And with the newest in the Wiley X Safety Series — the Wiley X Safety Series AirRage — working hard can transition seamlessly to playing hard in the blink of an eye. For more information visit www.wileyx.com.



Rigid Lifelines Launches New Fall Protection Website!

Rigid Lifelines Division of Spanco, Inc. is pleased to announce the launch of our new website www.rigidlifelines.com. The new website showcases Rigid Lifelines rigid horizontal fall protection systems and accessories. From a full fall protection system product line to a range of industry solutions, www.rigidlifelines.com is the perfect place to learn about industry leading fall protection technology. The new website is a buyer's resource. The site provides a wealth of free information, including explanations of OSHA and ANSI regulations and standards, as well as general knowledge about fall protection. The new site also caters to engineers and architects, providing access to system drawings, as well as "to scale" component drawings. Other features on the site include incredible photo and video galleries of Rigid Lifelines systems installed and in use in the field, as well as a new blog that provides up to date information on developing regulations and standards.



Facility Safety Management Copyright © 2010

Forward email



This email was sent to tperez@co.kitsap.wa.us by e_news@fsmmag.com.
Update Profile/Email Address | Instant removal with **SafeUnsubscribe™** | **Privacy Policy**.

Email Marketing

by



OTI Communications, Inc. | 114 Trade Center Drive | Birmingham | AL | 35244

Don Burger

From: Charlotte Garrido [CGarrido@co.kitsap.wa.us]
Sent: Tuesday, July 13, 2010 10:48 AM
To: sjunis@[REDACTED]
Cc: Nancy Hahn
Subject: RE: Meeting to discuss KRRC

Why don't you give Nancy a call at 337-7097 at a time that is convenient for you.

Thank you,
Charlotte

From: sjunis@[REDACTED] [mailto:sjunis@[REDACTED]]
Sent: Tuesday, July 13, 2010 10:23 AM
To: Charlotte Garrido
Subject: Re: Meeting to discuss KRRC

Charlotte,

Thanks. Will your assistant call me to discuss dates or should I call? If so, I need to know your assistant's name. We look forward to meeting with you on this continuing and growing problem. You may have heard already, but our group has a significant amount of information on this problem and have developed a number of suggested solutions through research of case studies from communities all over the country. We want to work with you and the other agencies to resolve the environmental and safety issues emanating from KRRC.

Thank you for your time and consideration.

Skip

----- Original Message -----

From: "Charlotte Garrido" <cgarrido@co.kitsap.wa.us>
To: "sjunis@[REDACTED]" <sjunis@[REDACTED]>
Cc: "Nancy Hahn" <NHahn@co.kitsap.wa.us>
Subject: Re: Meeting to discuss KRRC
Date: Mon, 12 Jul 2010 13:45:59 -0700

Hi Skip,

I've received several messages about this matter, and have copied my assistant so she work with you to find a mutually agreeable time to meet.

Thank you,
Charlotte

Charlotte Garrido
Kitsap County Commissioner
(360) 337-7097, fax (360) 337-4632

>>> "sjunis@[REDACTED]" <sjunis@[REDACTED]> 7/12/2010 1:04 PM >>>
Commissioner Garrido,

I would like to arrange a meeting with you to present and discuss relevant information about KRRC. The meeting would include two or three other concerned Kitsap County residents who have first hand knowledge of the issues surrounding KRRC. Several of us ran into Jackie Aufderheide at the county offices this week and she suggested that we meet with each of the commissioners. We originally presented to Josh Brown and Prosecutor on this growing and continuing problem, but Jackie thought it best if we meet and presented specific details about this problem to each commissioner individually. The reason that the sound of gunfire has reached out to so many neighborhoods is that KRRC has increased their number of firing lanes from two to sixteen, apparently without the required permits or County approval. The County can not let KRRC increase their firing lanes by 800% without having dramatic impact on the surrounding community. Our neighborhoods as well as the new Newberry Hill Heritage Park and Klahowya Secondary School are directly down range from some of these lanes and this represents potentially new safety concerns.

In addition KRRC is intruding and potentially damaging the Federal Class Wetlands as seen in the most recent Google images. We want to discuss these environmental issues as well. Possible pollution to wetlands, Chico Creek Headwaters and the safety issues concerning visitors to the new Heritage Park. One of our group members (CK CITIZENS 4 Safe & Quiet Neighborhoods) was walking the trails and had a bullet hit a nearby tree. His name is Bill Fernandez and he will be one of the folks who will be attending a meeting with you.

Thanks for your help.

Skip Junis

42" LCD TV for \$29.46?

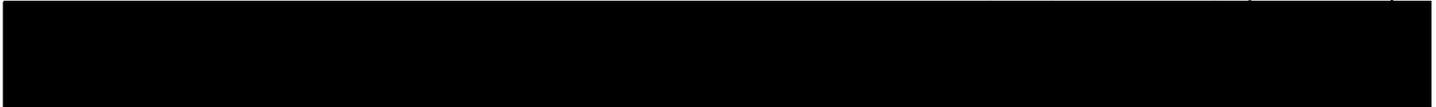
Are these prices for real? YES! You WON'T Believe What We Found...

<http://thirdpartyoffers.juno.com/TGL3141/4c3b75a043b9725eeaast05duc>

Don Burger

From: Tracey L. Hamilton-Oril [THamilto@co.kitsap.wa.us]
Sent: Wednesday, July 14, 2010 9:32 AM
To: John James
Cc: Kevin M. Howell; Neil R. Wachter
Subject: KRRC
Attachments: Release of Howerton Easement to KRRC County and DNR 200908120115.pdf; Purchase & Sale Deed with Covenants 200906180292.pdf; Assignment from State to Kitsap 200906180291.pdf

John,



Thanks,
Tracey Hamilton-Oril
Legal Assistant to Alan Miles, Kevin Kelly, Kevin Howell & Neil Wachter
Deputy Prosecuting Attorneys
Kitsap County Prosecutor's Office - Civil
Phone: (360) 307-4271
email: THamilto@co.kitsap.wa.us

B REGINA TAYLOR 200908120115

Relinquish Rec Fee: \$ 64.00

08/12/2009 11:18 AM

Walter Washington, Kitsap Co Auditor



WHEN RECORDED RETURN TO:
B. REGINA TAYLOR, Attorney at Law, PC
9353 Central Valley Road NW, Suite 2
Bremerton, WA 98311

RELINQUISHMENT OF ROAD EASEMENT

GRANTOR(S): SAMUEL COREY AND COLETA COREY

GRANTEE(S): KITSAP COUNTY, KITSAP RIFLE & REVOLVER CLUB, DEPARTMENT OF NATURAL RESOURCES

Assessor's Parcel ID #	Process No.	Abbreviated Legal Description
252501-1-010-1005	1260058	E 1/3 OF W 1/2 OF S 3/4 SW 1/4 NE 1/4 SUBJ TO A PERM ESMT TO THE ST OF WA UPON OVER AND ALG R/W 15FT IN WIDTH OVER ACROSS S 15FT PER AUD NO 8504300094
252501-3-011-1000	2295533	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;
362501-1-002-1002	2524155	PARCEL I: THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, WEST HALF OF THE EAST HALF AND THE WEST HALF, ALL IN SECTION 36, TOWNSHIP 25 NORTH, RANGE 1 WEST, W.M., IN KITSAP COUNTY, WASHINGTON; EXCEPT SEABECK ROAD AND N.W. HOLLY ROAD. ALSO EXCEPT THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 36, LYING NORTHERLY OF ROAD GRANTED TO KITSAP COUNTY ON DECEMBER 7, 1929, UNDER APPLICATION NO. 1320, SAID ROAD BEING SHOWN ON THE REGULATION PLAT THEREOF ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS AT OLYMPIA, WASHINGTON. PARCEL II: THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, SECTION 25, TOWNSHIP 25 NORTH, RANGE 1 WEST, W.M., KITSAP COUNTY, WASHINGTON.
362501-4-002-1006	2524163	PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, SECTION 36, TOWNSHIP 25 NORTH, RANGE 1 WEST, W.M., KITSAP COUNTY, WASHINGTON, 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 COMMISSIONERS OF PUBLIC LANDS AT OLYMPIA, WASHINGTON. *****IMPROVEMENTS CARRIED UNDER TAX PARCEL NO. 362501-2-002-1000*****

REFERENCE NO. OF DOCUMENTS ASSIGNED OR RELEASED: 8506040145

SAMUEL COREY and COLETA COREY hereby abandon, vacate and relinquish all interest in the Easement for the road described in Easement Agreement: Application Number 47116, Document Number 8506040145, dated May 9, 1985 (see Exhibit A attached hereto), between previous owner Ernest Howerton and the State of Washington acting through the Department of Natural Resources.

Samuel M. Corey
SAMUEL COREY

Coleta M. Corey
COLETA COREY

**STATE OF WASHINGTON
COUNTY OF KITSAP**

On this day personally appeared before me SAMUEL COREY and COLETA COREY to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged 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 6th day of July, 2009.



Susan Rachelle Doll
Notary Public in and for the State of Washington
Residing at *Kitsap County*
My commission expires: *Nov 26, 2012*

Unrecorded

DEPARTMENT OF NATURAL RESOURCES

Continuation of Public Land

Application No.

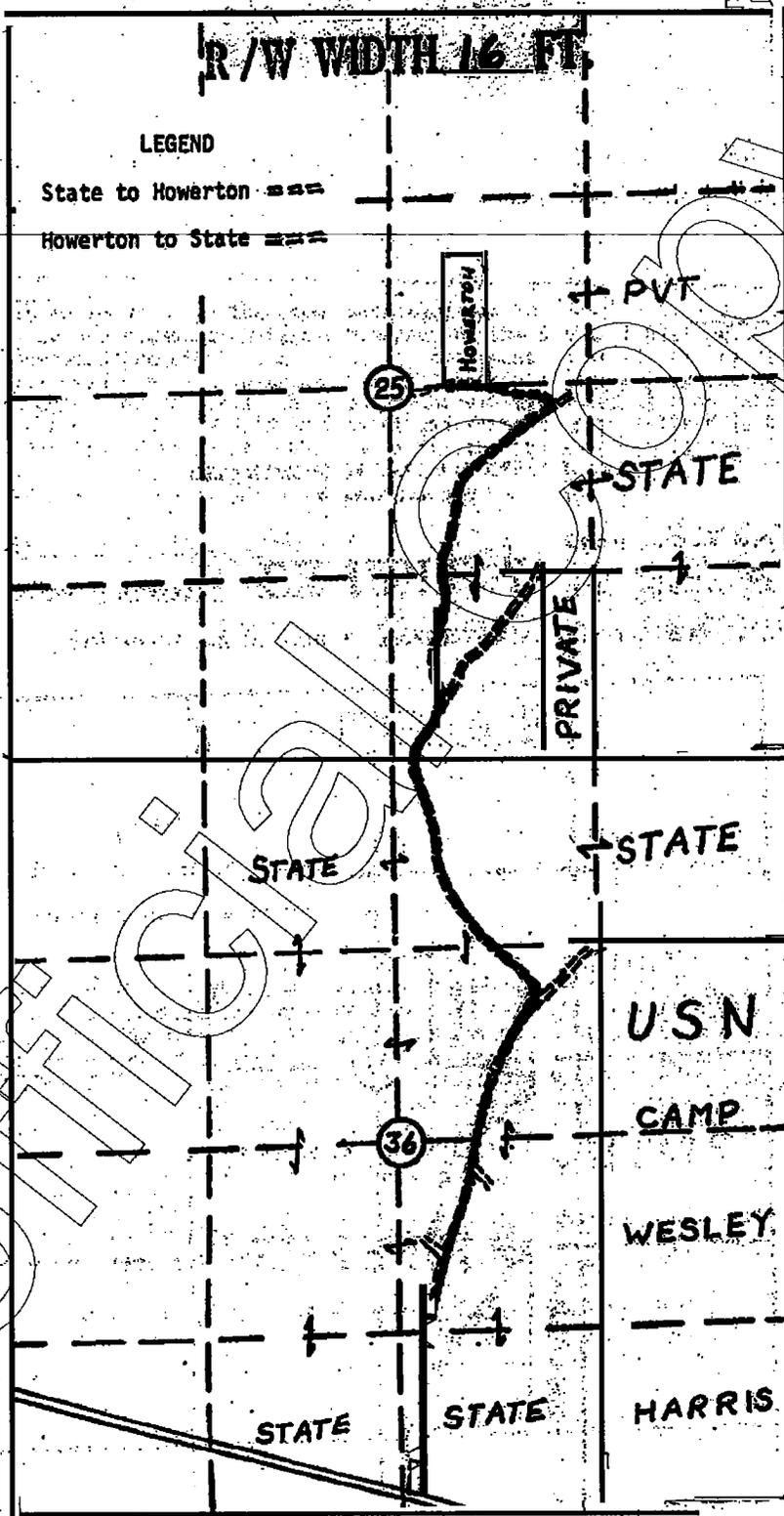
County **KITCAP**

Applicant **HOWERTON**

EXHIBIT A

Area **SOUTH POLET**

TOWNSHIP **25** NORTH, RANGE **1** (W) W.M.



SCALE:

Drawn By:

Date:

8506040145

REEL 342FR 338

Unofficial

After Recording Return To:
Department of Natural Resources
Asset Management and Protection Division
Asset Planning and Transactions Section
PO Box 47014
Olympia, WA 98504-7014

LAND TITLE 200906180291
Assignment & Assumption Agmt Rec Fee: \$ 59.00 Page: 1 of 4
06/18/2009 03:15 PM
Walter Washington, Kitsap Co Auditor

E-230259

EXCISE TAX EXEMPT JUN 18 2009

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

ASSIGNMENT AND ASSUMPTION OF LEASE

This Agreement is between the State of Washington, acting through the Department of Natural Resources ("Assignor") and Kitsap County, a Political Subdivision of the State of Washington ("Assignee").

Assignor will transfer certain real property to the Assignee, the legal description which is contained in that certain lease (attached Exhibit A) between State of Washington as landlord and KITSAP RIFLE AND REVOLVER CLUB as lessee dated November 17, 2003 under Lease No. 60-B068979. Assignor wishes to assign its rights under the lease as landlord to Assignee and Assignee is willing to assume all of Assignor's obligations under the lease.

NOW THEREFORE, the parties agree as follows:

Ref# n/a

1. Assignment. Assignor hereby assigns to Assignee all of Assignor's rights, obligations and interests in and to the lease.
2. Assumption. Assignee hereby assumes any and all of Assignor's obligations arising under the lease after the date of this assignment and agrees to indemnify Assignor against and hold Assignor harmless from any and all liabilities, costs, losses, damages, claims or expenses, including, without limitation, reasonable attorney's fees, arising out of the obligations assumed herein.

ASSIGNOR
State of Washington
Department of Natural Resources

ASSIGNEE
Kitsap County
a Political Subdivision of the
State of Washington


Randy Ackler, SPS Region Manager


Charlotte Garrido, Chair
Kitsap County
Board of County Commissioners

6/8/09
Date

Date

CONSENT AND RELEASE

The lessee, Kitsap Rifle and Revolver Club, hereby consents to the transfer of the property to Assignee subject to the lease and releases Assignor from any and all liability arising under the lease after the date of this agreement.

LESSEE
Kitsap Rifle and Revolver Club

Brad Smith, President

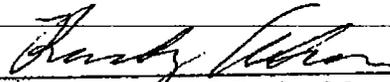
Date

Pre-approved as to Form
February 12, 2001 by
James Schwartz
Assistant Attorney General

Unofficial

ASSIGNOR
State of Washington
Department of Natural Resources

ASSIGNEE
Kitsap County
a Political Subdivision of the
State of Washington


Randy Acker, SPS Region Manager

Charlotte Garrido, Chair
Kitsap County
Board of County Commissioners

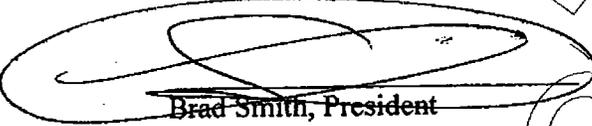
6/8/09
Date

Date

CONSENT AND RELEASE

The lessee, Kitsap Rifle and Revolver Club hereby consents to the transfer of the property to Assignee subject to the lease and releases Assignor from any and all liability arising under the lease after the date of this agreement.

LESSEE
Kitsap Rifle and Revolver Club


Brad Smith, President

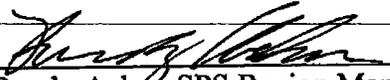
6-13-09
Date

Pre-approved as to Form
February 12, 2001 by
James Schwartz
Assistant Attorney General

UNOFFICIAL COPY

ASSIGNOR
State of Washington
Department of Natural Resources

ASSIGNEE
Kitsap County
a Political Subdivision of the
State of Washington


Randy Acker, SPS Region Manager

Charlotte Garrido, Chair
Kitsap County
Board of County Commissioners

6/8/09
Date

Date

Pre-approved as to Form
February 12, 2001 by
James Schwartz
Assistant Attorney General

Unofficial Copy

Don Burger

From: Kevin M. Howell [KMHowell@co.kitsap.wa.us]
Sent: Wednesday, July 14, 2010 9:47 AM
To: Tracey L. Hamilton-Oril
Subject: RE: KRRC

From: Tracey L. Hamilton-Oril
Sent: Wednesday, July 14, 2010 9:32 AM
To: John James
Cc: Kevin M. Howell; Neil R. Wachter
Subject: KRRC

John,

Thanks,
Tracey Hamilton-Oril
Legal Assistant to Alan Miles, Kevin Kelly, Kevin Howell & Neil Wachter
Deputy Prosecuting Attorneys
Kitsap County Prosecutor's Office - Civil
Phone: (360) 307-4271
email: THamilto@co.kitsap.wa.us

Don Burger

From: Neil R. Wachter [NWachter@co.kitsap.wa.us]
Sent: Wednesday, July 14, 2010 10:29 AM
To: Kevin M. Howell; Tracey L. Hamilton-Oril
Subject: RE: KRRC

[REDACTED]

Neil

From: Tracey L. Hamilton-Oril
Sent: Wednesday, July 14, 2010 9:32 AM
To: John James
Cc: Kevin M. Howell; Neil R. Wachter
Subject: KRRC

John,

[REDACTED]

Thanks,
Tracey Hamilton-Oril
Legal Assistant to Alan Miles, Kevin Kelly, Kevin Howell & Neil Wachter
Deputy Prosecuting Attorneys
Kitsap County Prosecutor's Office - Civil
Phone: (360) 307-4271
email: THamilto@co.kitsap.wa.us

Don Burger

From: Kevin M. Howell [KMHowell@co.kitsap.wa.us]
Sent: Wednesday, July 14, 2010 10:52 AM
To: Neil R. Wachter; Tracey L. Hamilton-Oril
Subject: RE: KRRC

[REDACTED]

From: Neil R. Wachter
Sent: Wednesday, July 14, 2010 10:29 AM
To: Tracey L. Hamilton-Oril; Kevin M. Howell
Subject: RE: KRRC

[REDACTED]

Neil

From: Tracey L. Hamilton-Oril
Sent: Wednesday, July 14, 2010 9:32 AM
To: John James
Cc: Kevin M. Howell; Neil R. Wachter
Subject: KRRC

John,

[REDACTED]

Thanks,
Tracey Hamilton-Oril
Legal Assistant to Alan Miles, Kevin Kelly, Kevin Howell & Neil Wachter
Deputy Prosecuting Attorneys
Kitsap County Prosecutor's Office - Civil
Phone: (360) 307-4271
email: THamilto@co.kitsap.wa.us

Don Burger

From: Tracey L. Hamilton-Oril [THamilto@co.kitsap.wa.us]
Sent: Wednesday, July 14, 2010 12:31 PM
To: Kevin M. Howell; Neil R. Wachter
Subject: RE: KRRC
Attachments: Special Warranty.pdf; Deed of Right.pdf; DNR Special Use Lease.pdf

Gentlemen;

[REDACTED]

Thanks,
T

From: Kevin M. Howell
Sent: Wednesday, July 14, 2010 10:52 AM
To: Neil R. Wachter; Tracey L. Hamilton-Oril
Subject: RE: KRRC

[REDACTED]

From: Neil R. Wachter
Sent: Wednesday, July 14, 2010 10:29 AM
To: Tracey L. Hamilton-Oril; Kevin M. Howell
Subject: RE: KRRC

[REDACTED]

Neil

From: Tracey L. Hamilton-Oril
Sent: Wednesday, July 14, 2010 9:32 AM
To: John James
Cc: Kevin M. Howell; Neil R. Wachter
Subject: KRRC

John,

[REDACTED]

Thanks,
Tracey Hamilton-Oril
Legal Assistant to Alan Miles, Kevin Kelly, Kevin Howell & Neil Wachter
Deputy Prosecuting Attorneys
Kitsap County Prosecutor's Office - Civil
Phone: (360) 307-4271
email: THamilto@co.kitsap.wa.us

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.

KITSAP TRACT #1:

L/C 6110

✓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

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.

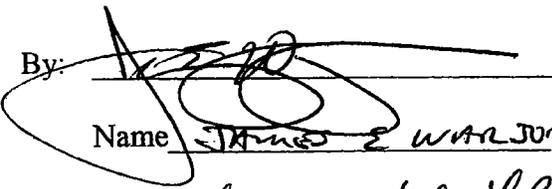
The Grantor for itself and its successors-in-interest does by these presents expressly limit the covenants of this Deed to those herein expressed, and excludes all covenants arising or to arise by statutory or other implication, and does hereby covenant that Grantor will forever warrant and defend the 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:


Name JAMES E WAL JONES

Title Chairman & Gen'l Partner

KITSAP COUNTY TREASURER EXCISE

04/19/2004

2004EX03359

Total : \$39160.00

Clerk's Initial 



200404190409
Page: 3 of 8
04/19/2004 04:07P
Kitsap Co, WA

FIRST AMERICAN TITLE INS

DEED

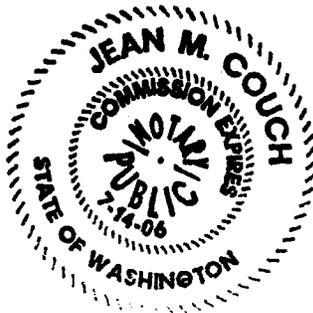
\$26.00

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
(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.



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Page: 5 of 8

04/19/2004 04:07P

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**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.



200404190409

Page: 6 of 8

04/19/2004 04:07P

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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.



200404190409

Page: 7 of 8

04/19/2004 04:07P

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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

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
03/30/2007 04:10 PM
Karen Flynn, Kitsap Co Auditor

Page: 1 of 4



EXCISE TAX EXEMPT

MAR 20 2007

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

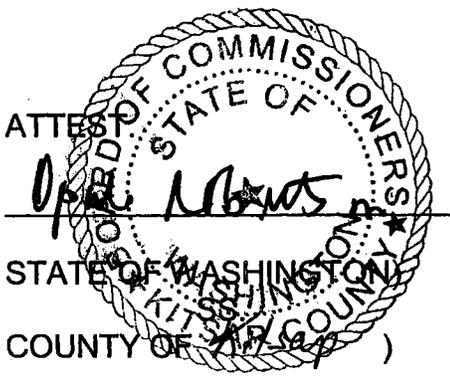
*Section 1 TS 24N Range 1W
6008 see additional page
Assessors property tax parcel
012401-2-033-1005
see attached pg. 4*

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."



PARKS & RECREATION 200703300433
Deed Rec Fee: \$ 35.00
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Karen Flynn, Kitsap Co Auditor
Page: 3 of 4

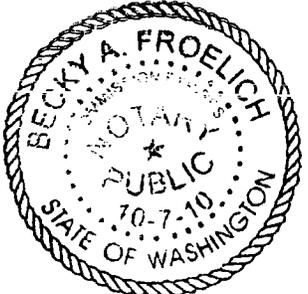


THIS IS TO CERTIFY that on this 26th day of March, 2007, before me the undersigned Notary Public in and for the 'State of Washington, duly commissioned and sworn, personally appeared

Chris Endresen to me. This individual is known to be the Chair of the Board of Co. Commissioners of the Board of County Commissioners etc 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 10/17/2010.



LPC 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



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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



JUN 1 2003

**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 1 A, 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-81252 1 (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 policies 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

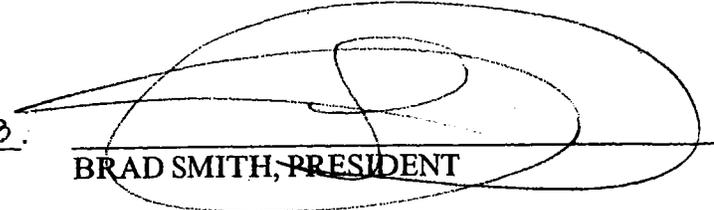
To the Lessee at the address affixed with signature or Lessee's last known address.

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: Nov. 12th, 2003.


BRAD SMITH, ~~PRESIDENT~~

Address: 4900 Seabeck Hwy NW
Bremerton, WA 98312

Phone: (360) 373-1007

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: November 17, 2003.


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 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: November 17, 2003

(Seal or Stamp)

Floella C. McKinley
NOTARY PUBLIC in and for the
State of Washington
My appointment
expires 6/29/04
expires _____

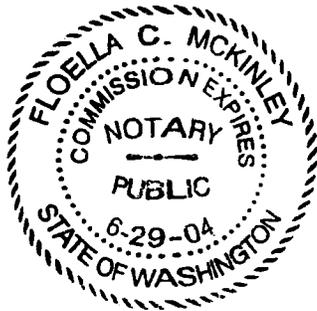


EXHIBIT 1A

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 Premises. 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: Tracey L. Hamilton-Oril [THamilto@co.kitsap.wa.us]
Sent: Wednesday, July 14, 2010 4:01 PM
To: Neil R. Wachter
Subject: RE: KRRC

[Redacted]

From: Neil R. Wachter
Sent: Wednesday, July 14, 2010 1:47 PM
To: Tracey L. Hamilton-Oril
Subject: RE: KRRC

[Redacted]

[Redacted]

thanks,

Neil

From: Tracey L. Hamilton-Oril
Sent: Wednesday, July 14, 2010 1:32 PM
To: Neil R. Wachter
Subject: RE: KRRC

[Redacted]

From: Neil R. Wachter
Sent: Wednesday, July 14, 2010 1:23 PM
To: Tracey L. Hamilton-Oril
Subject: RE: KRRC

Tracey -

[Redacted]

[Redacted]

[Redacted]

From: Tracey L. Hamilton-Oril
Sent: Wednesday, July 14, 2010 12:31 PM
To: Kevin M. Howell; Neil R. Wachter
Subject: RE: KRRC

Gentlemen;

[REDACTED]

Thanks,

T

From: Kevin M. Howell
Sent: Wednesday, July 14, 2010 10:52 AM
To: Neil R. Wachter; Tracey L. Hamilton-Oril
Subject: RE: KRRC

[REDACTED]

From: Neil R. Wachter
Sent: Wednesday, July 14, 2010 10:29 AM
To: Tracey L. Hamilton-Oril; Kevin M. Howell
Subject: RE: KRRC

[REDACTED]

Neil

From: Tracey L. Hamilton-Oril
Sent: Wednesday, July 14, 2010 9:32 AM
To: John James
Cc: Kevin M. Howell; Neil R. Wachter
Subject: KRRC

John,

[REDACTED]

Thanks,
Tracey Hamilton-Oril
Legal Assistant to Alan Miles, Kevin Kelly, Kevin Howell & Neil Wachter
Deputy Prosecuting Attorneys
Kitsap County Prosecutor's Office - Civil
Phone: (360) 307-4271
email: THamilto@co.kitsap.wa.us

Don Burger

From: Neil R. Wachter [NWachter@co.kitsap.wa.us]
Sent: Wednesday, July 14, 2010 4:00 PM
To: Tracey L. Hamilton-Oril
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[Redacted]

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Subject: KRRC

John,

[Redacted]

Thanks,
Tracey Hamilton-Oril
Legal Assistant to Alan Miles, Kevin Kelly, Kevin Howell & Neil Wachter

Deputy Prosecuting Attorneys
Kitsap County Prosecutor's Office - Civil
Phone: (360) 307-4271
email: THamilto@co.kitsap.wa.us

Don Burger

From: Neil R. Wachter [NWachter@co.kitsap.wa.us]
Sent: Wednesday, July 14, 2010 3:58 PM
To: Jim Dunwiddie
Subject: RE: CONFIDENTIAL - Newberry Hill Heritage Park/Kitsap Rifle & Revolver Club

Mr. Dunwiddie,

[Redacted]

Finally,

From: Jim Dunwiddie
Sent: Monday, July 12, 2010 3:13 PM
To: Neil R. Wachter
Cc: Dori Leckner
Subject: CONFIDENTIAL - Newberry Hill Heritage Park/Kitsap Rifle & Revolver Club

Mr. Wachter,

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Jim Dunwiddie, Director
337-5355

Don Burger

From: Neil R. Wachter [NWachter@co.kitsap.wa.us]
Sent: Wednesday, July 14, 2010 1:47 PM
To: Tracey L. Hamilton-Oril
Subject: RE: KRRC

thanks,

Neil

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Subject: RE: KRRC

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Subject: RE: KRRC

Tracey -

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To: Kevin M. Howell; Neil R. Wachter
Subject: RE: KRRC

Gentlemen;

Thanks,
T

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Sent: Wednesday, July 14, 2010 10:52 AM

To: Neil R. Wachter; Tracey L. Hamilton-Oril
Subject: RE: KRRC



From: Neil R. Wachter
Sent: Wednesday, July 14, 2010 10:29 AM
To: Tracey L. Hamilton-Oril; Kevin M. Howell
Subject: RE: KRRC



Neil

From: Tracey L. Hamilton-Oril
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Subject: KRRC

John,



Thanks,
Tracey Hamilton-Oril
Legal Assistant to Alan Miles, Kevin Kelly, Kevin Howell & Neil Wachter
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Kitsap County Prosecutor's Office - Civil
Phone: (360) 307-4271
email: THamilto@co.kitsap.wa.us

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Subject: RE: KRRC

Tracey -

[REDACTED]

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[REDACTED]

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To: Neil R. Wachter; Tracey L. Hamilton-Oril
Subject: RE: KRRC

[REDACTED]

From: Neil R. Wachter
Sent: Wednesday, July 14, 2010 10:29 AM
To: Tracey L. Hamilton-Oril; Kevin M. Howell
Subject: RE: KRRC

[REDACTED]

Neil

From: Tracey L. Hamilton-Oril
Sent: Wednesday, July 14, 2010 9:32 AM
To: John James

Cc: Kevin M. Howell; Neil R. Wachter

Subject: KRRC

John,



Thanks,

Tracey Hamilton-Oril

Legal Assistant to Alan Miles, Kevin Kelly, Kevin Howell & Neil Wachter

Deputy Prosecuting Attorneys

Kitsap County Prosecutor's Office - Civil

Phone: (360) 307-4271

email: THamilto@co.kitsap.wa.us

Don Burger

From: Neil R. Wachter [NWachter@co.kitsap.wa.us]
Sent: Wednesday, July 14, 2010 1:23 PM
To: Tracey L. Hamilton-Oril
Subject: RE: KRRC

Tracey -

[REDACTED]

[REDACTED]

[REDACTED]

From: Tracey L. Hamilton-Oril
Sent: Wednesday, July 14, 2010 12:31 PM
To: Kevin M. Howell; Neil R. Wachter
Subject: RE: KRRC

Gentlemen;

[REDACTED]

Thanks,
T

From: Kevin M. Howell
Sent: Wednesday, July 14, 2010 10:52 AM
To: Neil R. Wachter; Tracey L. Hamilton-Oril
Subject: RE: KRRC

[REDACTED]

From: Neil R. Wachter
Sent: Wednesday, July 14, 2010 10:29 AM
To: Tracey L. Hamilton-Oril; Kevin M. Howell
Subject: RE: KRRC

[REDACTED]

Neil

From: Tracey L. Hamilton-Oril
Sent: Wednesday, July 14, 2010 9:32 AM
To: John James
Cc: Kevin M. Howell; Neil R. Wachter
Subject: KRRC

John,



Thanks,
Tracey Hamilton-Oril
Legal Assistant to Alan Miles, Kevin Kelly, Kevin Howell & Neil Wachter
Deputy Prosecuting Attorneys
Kitsap County Prosecutor's Office - Civil
Phone: (360) 307-4271
email: THamilto@co.kitsap.wa.us

Don Burger

From: Tracey L. Hamilton-Oril [THamilto@co.kitsap.wa.us]
Sent: Wednesday, July 14, 2010 1:03 PM
To: Neil R. Wachter
Subject: RE: KRRC

[REDACTED]

From: Neil R. Wachter
Sent: Wednesday, July 14, 2010 12:59 PM
To: Tracey L. Hamilton-Oril
Subject: RE: KRRC

[REDACTED]

From: Tracey L. Hamilton-Oril
Sent: Wednesday, July 14, 2010 12:31 PM
To: Kevin M. Howell; Neil R. Wachter
Subject: RE: KRRC

Gentlemen;

[REDACTED]

Thanks,
T

From: Kevin M. Howell
Sent: Wednesday, July 14, 2010 10:52 AM
To: Neil R. Wachter; Tracey L. Hamilton-Oril
Subject: RE: KRRC

[REDACTED]

From: Neil R. Wachter
Sent: Wednesday, July 14, 2010 10:29 AM
To: Tracey L. Hamilton-Oril; Kevin M. Howell
Subject: RE: KRRC

[REDACTED]

Neil

From: Tracey L. Hamilton-Oril
Sent: Wednesday, July 14, 2010 9:32 AM
To: John James
Cc: Kevin M. Howell; Neil R. Wachter
Subject: KRRC

John,



Thanks,
Tracey Hamilton-Oril
Legal Assistant to Alan Miles, Kevin Kelly, Kevin Howell & Neil Wachter
Deputy Prosecuting Attorneys
Kitsap County Prosecutor's Office - Civil
Phone: (360) 307-4271
email: THamilto@co.kitsap.wa.us

Don Burger

From: Neil R. Wachter [NWachter@co.kitsap.wa.us]
Sent: Wednesday, July 14, 2010 12:59 PM
To: Tracey L. Hamilton-Oril
Subject: RE: KRRC

[REDACTED]

From: Tracey L. Hamilton-Oril
Sent: Wednesday, July 14, 2010 12:31 PM
To: Kevin M. Howell; Neil R. Wachter
Subject: RE: KRRC

Gentlemen;

[REDACTED]

Thanks,
T

From: Kevin M. Howell
Sent: Wednesday, July 14, 2010 10:52 AM
To: Neil R. Wachter; Tracey L. Hamilton-Oril
Subject: RE: KRRC

[REDACTED]

From: Neil R. Wachter
Sent: Wednesday, July 14, 2010 10:29 AM
To: Tracey L. Hamilton-Oril; Kevin M. Howell
Subject: RE: KRRC

[REDACTED]

Neil

From: Tracey L. Hamilton-Oril
Sent: Wednesday, July 14, 2010 9:32 AM
To: John James
Cc: Kevin M. Howell; Neil R. Wachter
Subject: KRRC

John,

[REDACTED]

Thanks,
Tracey Hamilton-Oril
Legal Assistant to Alan Miles, Kevin Kelly, Kevin Howell & Neil Wachter
Deputy Prosecuting Attorneys

Kitsap County Prosecutor's Office - Civil
Phone: (360) 307-4271
email: THamilto@co.kitsap.wa.us

Don Burger

From: Tracey L. Hamilton-Oril [THamilto@co.kitsap.wa.us]
Sent: Wednesday, July 14, 2010 4:15 PM
To: John James
Cc: Cheryl Schroeder; Kevin M. Howell; Neil R. Wachter
Subject: KRRC
Attachments: No. 1363.pdf; No. 1320.pdf; Release of Howerton Easement to KRRC County and DNR 200908120115.pdf

Tracey Hamilton-Oril
Legal Assistant to Alan Miles, Kevin Kelly, Kevin Howell & Neil Wachter
Deputy Prosecuting Attorneys
Kitsap County Prosecutor's Office - Civil
Phone: (360) 307-4271
email: THamilto@co.kitsap.wa.us

DEPARTMENT OF PUBLIC LANDS
Office of Commissioner

November 18, 1930

.....
In Re Application No. 1363 for *
Right of Way for County Road *
in Kitsap County. *
.....

ORDER

It appearing to the Commissioner at this time that application No. 1363 was filed in this office by the Board of County Commissioners of Kitsap County for an easement for right of way for county road over the SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of section 36, township 25 north, range 1 west, about two miles west of Chico, in Kitsap County; that said application was filed in accordance with the Law of 1927, which provides for the granting of rights of way over state lands; and

It further appearing that there is no merchantable timber on the area included within the right of way, and that no good reason exists why this right of way should not be granted; it is, therefore

ORDERED and DETERMINED that the plat showing the survey of said right of way as filed with said petition, be and the same is hereby approved as the official plat of said road, and that an easement be and the same is hereby granted to Kitsap County for a county road over and across the following described lands:

Those portions of the SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of section 36, township 25 north, range 1 west, W.M., included within the limits of two strips of land, each 60 feet in width and having 30 feet of such width on each side of the following described center line:

1. Beginning at a point on the center line of the right of way for county road granted to the County of Kitsap, Dec. 7, 1929, under application No. 1320, which is N 68° 47' W

JW

2243.56 feet distant from the initial point of said center line on the south line of said section 36, and running thence on an 18° curve to the left, turning through an angle of 82°29'13", a distance of 458.26 feet; thence S 28°43'47"W 210 feet, more or less, to a point on the west line of said section 36 which is N 0°41'46"E 441.62 feet distant from the southwest corner thereof.

2. Beginning at the terminal point of the 18° curve in the center line above described and running thence N 28°43'47"E 80.52 feet; thence on a 32° curve to the left, turning through an angle of 90°17'30", a distance of 282.16 feet to a point on the center line of said right of way granted Dec. 7, 1929, under application No. 1320, said point being on the 3° curve in said center line, near the west line of said section 36; also

That portion of the SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of said section 36 lying between the right of way granted under application No. 1320 and the two portions of the right of way above described.

The right of way hereinabove described has a total area of .87 acre according to the plat thereof on file in the office of the Commissioner of Public Lands at Olympia, Washington.

Subject to the rights of the holder of oil and gas lease No. 6327.

Dated this 18th day of November, A. D. 1930.

Commissioner of Public Lands.



WHEN RECORDED RETURN TO:
B. REGINA TAYLOR, Attorney at Law, PC
9353 Central Valley Road NW, Suite 2
Bremerton, WA 98311

RELINQUISHMENT OF ROAD EASEMENT

GRANTOR(S): SAMUEL COREY AND COLETA COREY

GRANTEE(S): KITSAP COUNTY, KITSAP RIFLE & REVOLVER CLUB, DEPARTMENT OF NATURAL RESOURCES

Assessor's Parcel ID #	Process No.	Abbreviated Legal Description
252501-1-010-1005	1260058	E 1/3 OF W 1/2 OF S 3/4 SW 1/4 NE 1/4 SUBJ TO A PERM ESMT TO THE ST OF WA UPON OVER AND ALG R/W 15FT IN WIDTH OVER ACROSS S 15FT PER AUD NO 8504300094
252501-3-011-1000	2295533	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;
362501-1-002-1002	2524155	PARCEL I: THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, WEST HALF OF THE EAST HALF AND THE WEST HALF, ALL IN SECTION 36, TOWNSHIP 25 NORTH, RANGE 1 WEST, W.M., IN KITSAP COUNTY, WASHINGTON; EXCEPT SEABECK ROAD AND N.W. HOLLY ROAD. ALSO EXCEPT THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 36, LYING NORTHERLY OF ROAD GRANTED TO KITSAP COUNTY ON DECEMBER 7, 1929, UNDER APPLICATION NO. 1320, SAID ROAD BEING SHOWN ON THE REGULATION PLAT THEREOF ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS AT OLYMPIA, WASHINGTON. PARCEL II: THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, SECTION 25, TOWNSHIP 25 NORTH, RANGE 1 WEST, W.M., KITSAP COUNTY, WASHINGTON.
362501-4-002-1006	2524163	PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, SECTION 36, TOWNSHIP 25 NORTH, RANGE 1 WEST, W.M., KITSAP COUNTY, WASHINGTON, 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 COMMISSIONERS OF PUBLIC LANDS AT OLYMPIA, WASHINGTON.*****IMPROVEMENTS CARRIED UNDER TAX PARCEL NO. 362501-2-002-1000*****

REFERENCE NO. OF DOCUMENTS ASSIGNED OR RELEASED: 8506040145

SAMUEL COREY and COLETA COREY hereby abandon, vacate and relinquish all interest in the Easement for the road described in Easement Agreement: Application Number 47116, Document Number 8506040145, dated May 9, 1985 (see Exhibit A attached hereto), between previous owner Ernest Howerton and the State of Washington acting through the Department of Natural Resources.

Samuel M. Corey
SAMUEL COREY

Coleta M. Corey
COLETA COREY

**STATE OF WASHINGTON
COUNTY OF KITSAP**

On this day personally appeared before me SAMUEL COREY and COLETA COREY to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged 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 6th day of July, 2009.



Susan Rachelle Doll
Notary Public in and for the State of Washington
Residing at *Kitapoint*
My commission expires: *Nov 28, 2012*

Unrecorded

Continuation of Public Lease

Application No.

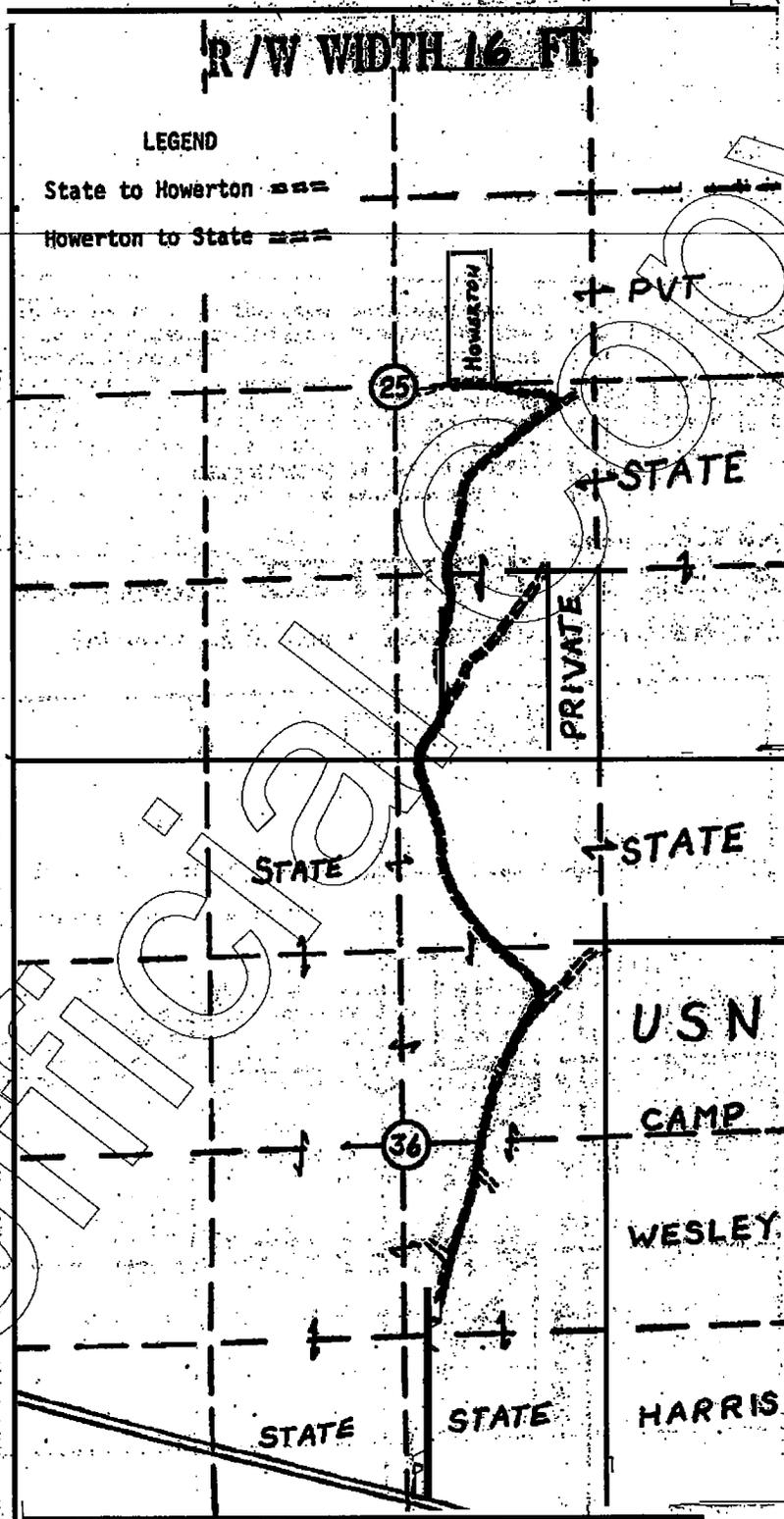
County **KITAP**

Applicant **HOWERTON**

EXHIBIT A

Area **SOUTH PUGET**

TOWNSHIP **25** NORTH, RANGE **1** (W) W.M.



SCALE:

Drawn By:

Date:

0506040145

REEL 342FR 338

DEPARTMENT OF PUBLIC LANDS
Office of Commissioner

December 7, 1929.

.....
In Re Application No. 1320 for °
Right of Way for County Road in °
Kitsap County. °
.....

O R D E R

It appearing to the Commissioner at this time that application No. 1320 was filed in this office by the Board of County Commissioners of Kitsap County for an easement for right of way for county road over certain land in Kitsap County; that said application was filed in accordance with the law of 1897 which provides for the granting of rights of way over state lands; and

It further appearing that the land covered by said application contains some merchantable timber and the county has deposited in this office sufficient amount to cover the timber value; and there being no good reason why the right of way should not be granted; it is, therefore

ORDERED and DETERMINED that the plat showing the survey of said right of way, as filed with said petition, be and the same is hereby approved as the official plat of said road; and that easement be and the same is hereby granted to Kitsap County for county road over and across the following described land:

That portion of the S $\frac{1}{2}$ of SW $\frac{1}{4}$ of section 36, township 25 north, range 1 west, W.T., included within the limits of a strip of land 60 feet in width having 30 feet of such width on each side of the following described center line:

Beginning at a point on the south line of said section 36, 2563.77 ft. E of the southwest corner thereof, and running thence N 68°47'W 2316.82 feet; thence on a 3° curve to the right, turning through an angle of 11°59'27", a distance of 399.69 foot to a point on the west line of said section 36 which is N 0°41'48"W 1047.47 feet distant from the southwest corner thereof.

The right of way hereinabove described has an area of 3.74 acres according to the plat thereof on file in the office of the Commissioner of Public Lands at Olympia, Washington.

Dated this 7th day of December A. D. 1929.

Commissioner of Public Lands.

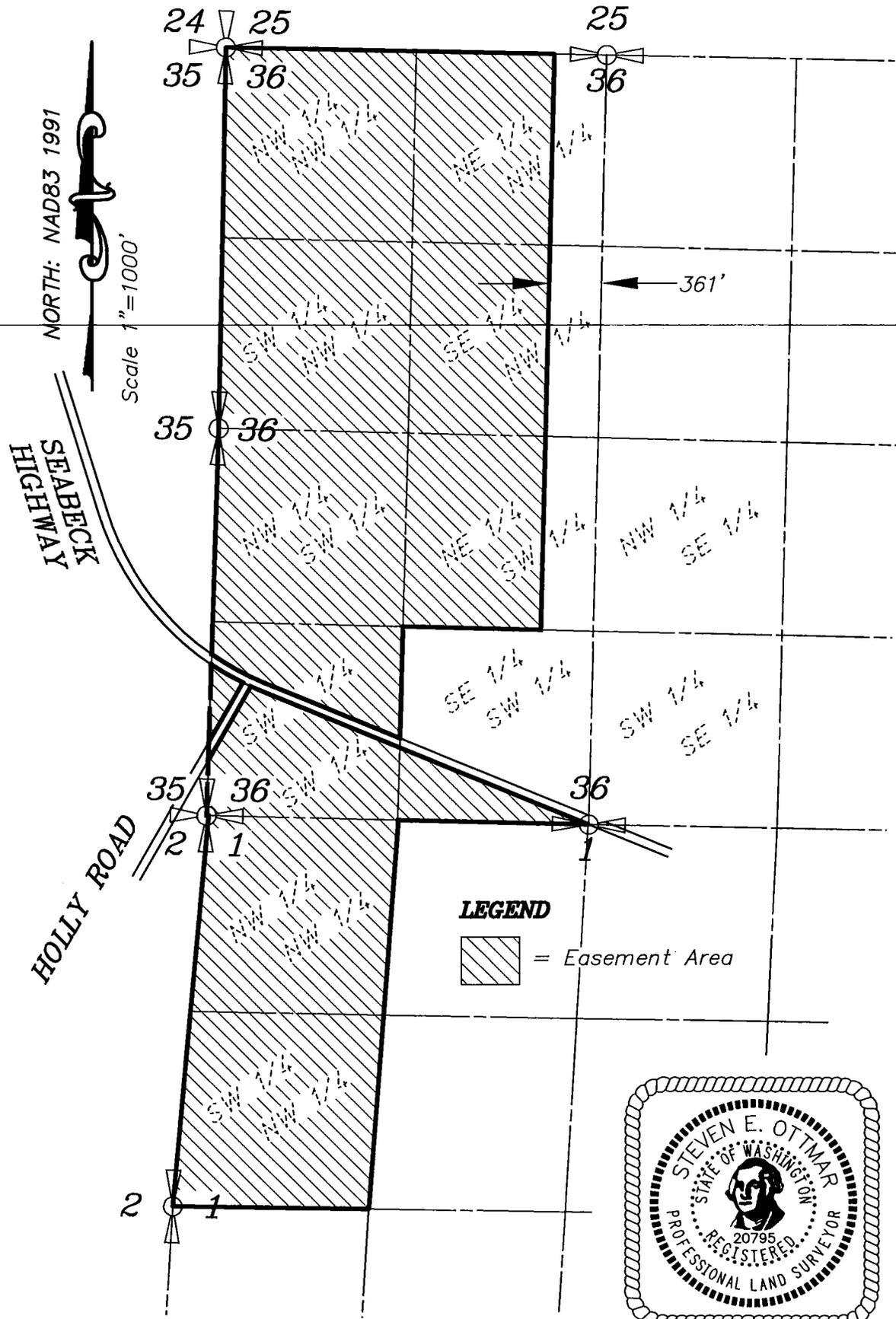
Don Burger

From: Martha Droge [MDroge@co.kitsap.wa.us]
Sent: Wednesday, July 14, 2010 4:48 PM
To: Jim Dunwiddie
Cc: Terri Lyman
Subject: Newberry Hill & KRRC - boundary line adjustment
Attachments: 4768 Overall[1].pdf; easement exhibit.pdf; 4768 Subsequent[1].pdf; Preliminary BLA.doc; 4768 Existing[1].pdf

Jim - Terri is searching now to see if the boundary line adjustment was recorded/included in the closing documents. Please give us a short time to search the file (about 30 minutes or less). 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

and
 SEC.1, TWP24N., RNG.1W., W.M.



LEGEND

 = Easement Area



Easement Area	
Sec.36, Twp.25N., R.1W., W.M.	250.01 Acres
Sec.1, Twp.24N., R.1W., W.M.	81.93 Acres
Total Acreage	331.94 Acres

NOTE: This map is for exhibit purposes and does not represent a field survey.

Return Address:

Preliminary copy

DECLARATION OF BOUNDARY LINE ADJUSTMENT

GRANTOR: KITSAP COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON.

GRANTEE: KITSAP COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON.

LEGAL DESCRIPTION:

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 24 NORTH, RANGE 1 WEST, W.M.;

AND

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

ASSESSORS TAX ACCOUNT NUMBERS:

112401-1-016-1006

112401-1-017-1005

122401-2-007-1004

122401-2-008-1003

A DIVISION MADE FOR THE PURPOSES OF ADJUSTING BOUNDARY LINES WHICH DOES NOT CREATE ANY ADDITIONAL LOT, TRACT, PARCEL SITE OR DIVISION NOR CREAT ANY LOT, TRACT, PARCEL, SITE OR DIVISION WHICH CONTAINS INSUFFICIENT AREA AND DIMENSION TO MEET MINIMUM REQUIREMENTS FOR WIDTH AND AREAS.

PLEASE NOTE! THIS DOCUMENT DOES NOT CONVEY TITLE.

This declaration is made this ____ day of _____, 20 ____ by KITSAP COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON, as "Grantor" and "Grantee" and the owner of the real property described hereinafter as "Parcel 1", "Parcel 2", "Parcel 3" and "Parcel 4", who wish to adjust the common property line between said "Parcel 1", "Parcel 2", "Parcel 3" and "Parcel 4" without creating any additional lot, tract or site.

1. "Parcel 1" (Assessors tax account number 112401-1-017-1005)

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

2. "Parcel 2" (Assessors tax account number 112401-1-016-1006)

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

3. "Parcel 3" (Assessors tax account number 122401-2-008-1003)

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

4. "Parcel 4" (Assessors tax account number 122401-2-007-1004)

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

5. Subsequent to execution of this document, "Parcel 1" shall be described as:

THE NORTH 623.10 FEET OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 24 NORTH, RANGE 1 EAST, W.M., IN KITSAP COUNTY, WASHINGTON.

6. Subsequent to execution of this document, "Parcel 2" shall be described as:

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 24 NORTH, RANGE 1 EAST, W.M., IN KITSAP COUNTY, WASHINGTON;
EXCEPT THE NORTH 623.10 FEET.

7. Subsequent to execution of this document, "Parcel 3" shall be described as:

THE NORTH 623.32 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 24 NORTH, RANGE 1 EAST, W.M., IN KITSAP COUNTY, WASHINGTON.

8. Subsequent to execution of this document, "Parcel 4" shall be described as:

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 24 NORTH, RANGE 1 EAST, W.M., IN KITSAP COUNTY, WASHINGTON;
EXCEPT THE NORTH 623.32 FEET.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS INSTRUMENT AS OF THE DATE FIRST ABOVE WRITTEN

By: _____

Josh Brown, Chair

BY: _____

Jan Angel, Commissioner

By: _____

Steve Bauer, Commissioner

STATE OF _____ S S

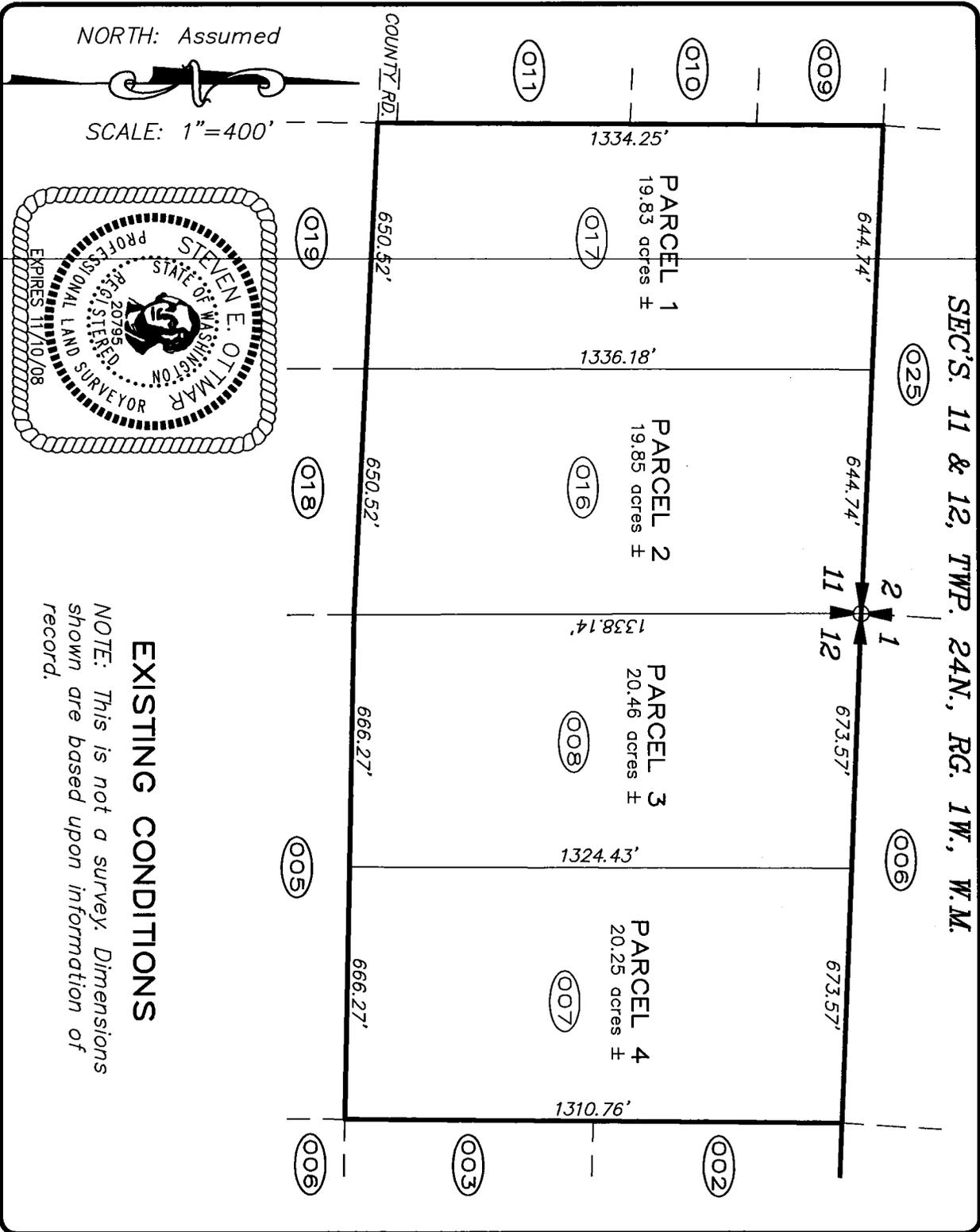
COUNTY OF _____

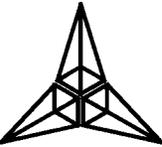
THIS IS TO CERTIFY THAT ON THIS _____ DAY OF _____, 20 _____,
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF
WASHINGTON, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED

_____,
AND TO ME KNOWN TO BE THE INDIVIDUALS WHO EXECUTED THIS INSTRUMENT, AND
ON OATH STATED THAT IT WAS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE
USES AND PURPOSES HEREIN STATED.

WITNESS MY HAND AND OFFICIAL SEAL THIS DAY AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT _____



 AES CONSULTANTS, INC. P.O. BOX 930 • SILVERDALE, WA. 98383 • (360)692-6400	EXHIBIT MAP		DWN BY:	CHK. BY:
	BOUNDARY LINE ADJUSTMENT EXISTING CONDITIONS FOR: KITSAP COUNTY PARKS		R.L.J.	S.E.O.
			DATE:	JOB No.
			7/18/07	4768

Don Burger

From: Jim Dunwiddie [JDunwiddie@co.kitsap.wa.us]
Sent: Wednesday, July 14, 2010 4:55 PM
To: Neil R. Wachter
Subject: RE: CONFIDENTIAL - Newberry Hill Heritage Park/Kitsap Rifle & Revolver Club
Attachments: NewberryHill_BoundaryLine&KRRC.pdf

Mr. Wachter,

[REDACTED]

[REDACTED]

[REDACTED]

Jim Dunwiddie
337- 5355

From: Neil R. Wachter
Sent: Wednesday, July 14, 2010 3:58 PM
To: Jim Dunwiddie
Subject: RE: CONFIDENTIAL - Newberry Hill Heritage Park/Kitsap Rifle & Revolver Club

Mr. Dunwiddie,

[REDACTED]

Finally,

From: Jim Dunwiddie
Sent: Monday, July 12, 2010 3:13 PM
To: Neil R. Wachter
Cc: Dori Leckner
Subject: CONFIDENTIAL - Newberry Hill Heritage Park/Kitsap Rifle & Revolver Club

Mr. Wachter,

[REDACTED]

[REDACTED]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Jim Dunwiddie, Director
337-5355

Kitsap Rifle and Revolver Club Google Earth Imagery, May 15 2010

3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100



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Product
Google
Earth
Imagery

Google



Don Burger

From: Jim Dunwiddie [JDunwiddie@co.kitsap.wa.us]
Sent: Wednesday, July 14, 2010 5:00 PM
To: Neil R. Wachter
Subject: CONFIDENTIAL FW: Newberry Hill & KRRC - boundary line adjustment
Attachments: 4768 Overall[1].pdf; Preliminary BLA.doc; easement exhibit.pdf; 4768 Subsequent[1].pdf; 4768 Existing[1].pdf

Mr. Wachter,

[REDACTED]

Jim Dunwiddie

From: Martha Droge
Sent: Wednesday, July 14, 2010 4:48 PM
To: Jim Dunwiddie
Cc: Terri Lyman
Subject: Newberry Hill & KRRC - boundary line adjustment

[REDACTED]

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

Don Burger

From: Steve Ottmar [aes@bainbridge.net]
Sent: Thursday, July 15, 2010 6:56 AM
To: John James
Subject: Gun Club
Attachments: gun club-1.pdf

John-

I was thinking about the "berm". There is a berm at the north end of the old access road to the club. It was built for safety reasons and was built long before I became a member. Maybe the club did some maintenance work on it. I'll call them this AM and ask.

STEVEN E. OTTMAR, PLS

AES CONSULTANTS, INC.

PROFESSIONAL LAND SURVEYORS

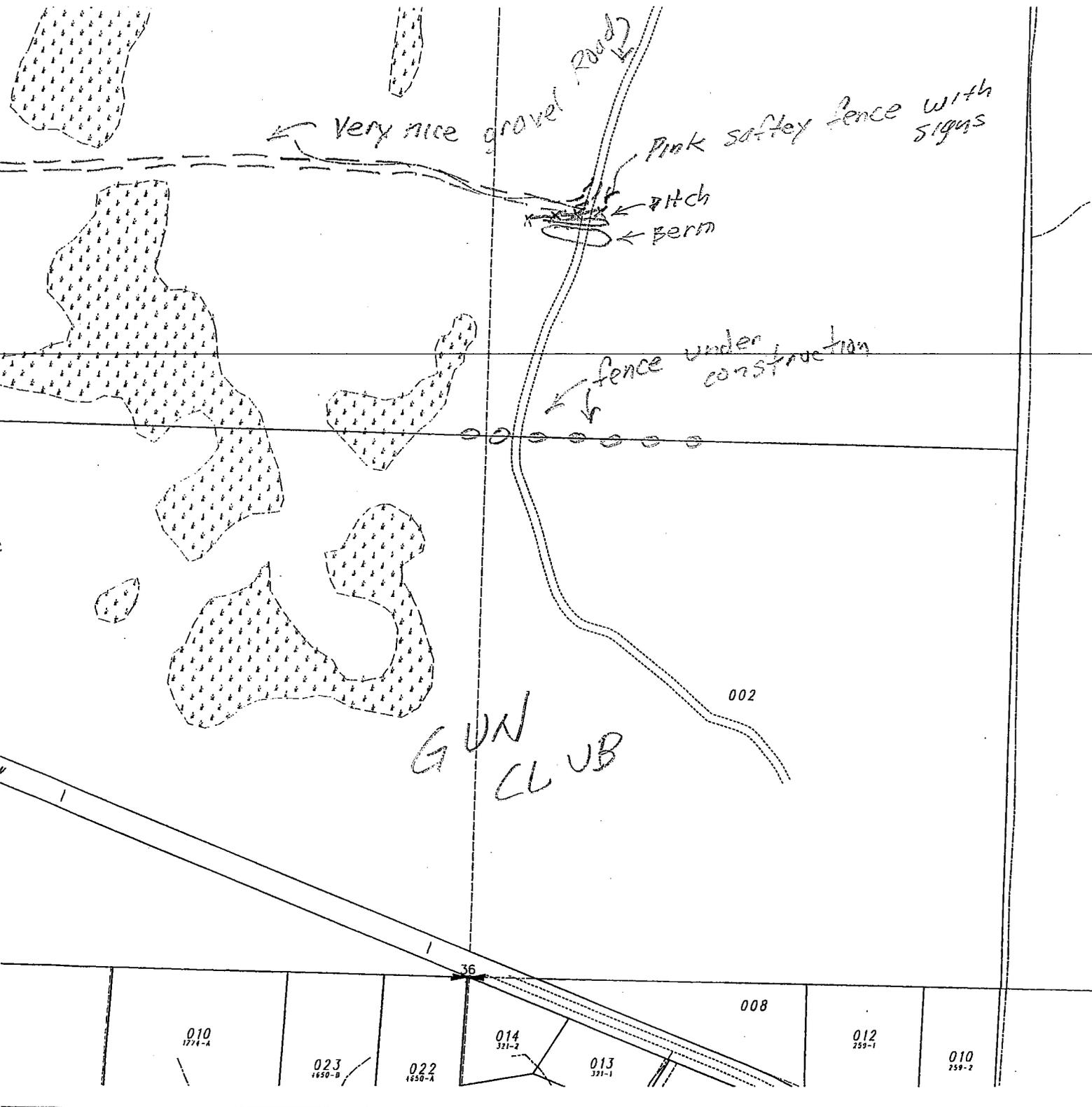
PO BOX 930

3472 NW LOWELL ST.

SILVERDALE, WA 98383

360 692 6400

(F) 360 692 8927



Very nice gravel road

Pink safety fence with signs

ditch

berm

fence under construction

GUN CLUB

002

36

010
1774-A

023
1650-B

022
1650-A

014
321-2

013
321-1

008

012
259-1

010
259-2

Don Burger

From: Tracey L. Hamilton-Oril [THamilto@co.kitsap.wa.us]
Sent: Thursday, July 15, 2010 9:11 AM
To: John James
Subject: KRRC
Attachments: Special Warranty.pdf; DNR Special Use Lease.pdf; Deed of Right.pdf

John,

[REDACTED]

Thanks,

Tracey Hamilton-Oril
Legal Assistant to Alan Miles, Kevin Kelly, Kevin Howell & Neil Wachter
Deputy Prosecuting Attorneys
Kitsap County Prosecutor's Office - Civil
Phone: (360) 307-4271
email: THamilto@co.kitsap.wa.us

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)

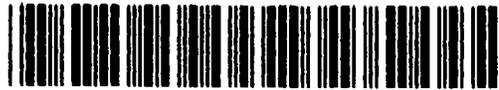


NOTE: The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

KITSAP TRACT #1:

CPC 6110

✓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

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,

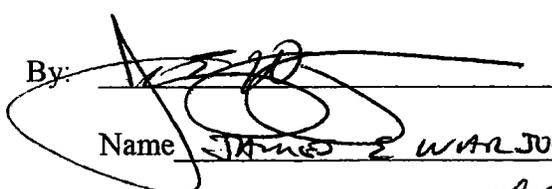
SUBJECT TO the exceptions, encumbrances and matters described on Exhibit B attached hereto and incorporated herein by this reference.

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: 

Name JAMES E WARJONE

Title Chairman & Gen'l Partner

KITSAP COUNTY TREASURER EXCISE

04/19/2004

2004EX03359

Total : \$39160.00

Clerk's Initial 

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

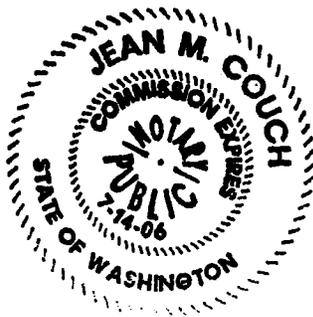
STATE OF WASHINGTON

SS.

COUNTY OF KING

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
(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.



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Page: 5 of 8

04/19/2004 04:07P

FIRST AMERICAN TITLE INS DEED \$26.00 Kitsap Co, WA

**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.



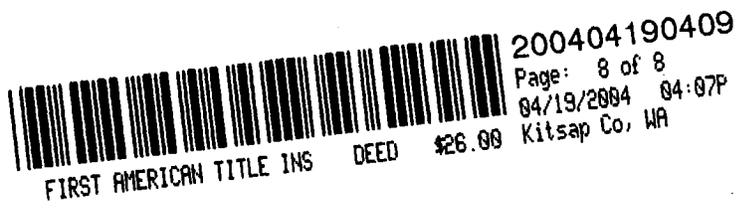
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Page: 7 of 8

04/19/2004 04:07P

FIRST AMERICAN TITLE INS DEED \$26.00 Kitsap Co. WA

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.



Don Burger

From: Don Burger [DBurger@co.kitsap.wa.us]
Sent: Thursday, July 15, 2010 10:58 AM
To: Terry Allison
Subject: RE: POSSIBLE SPAM! SCORE = 5.5 public record disclosure request
Attachments: 07-15-10 Allison PDR.pdf

Mr. Allison - Please see attached.

Sincerely - Don Burger

From: Terry Allison [mailto:tncallison@██████████]
Sent: Tuesday, July 13, 2010 8:04 AM
To: Don Burger
Subject: POSSIBLE SPAM! SCORE = 5.5 public record disclosure request

Mr. Burger

An e-mail response to the below records request is requested if possible. I know that the record is recent enough that it may not have been entered into the system yet.

Respectfully
Terry Allison

R
Kitsap County
614 Division Street
Port Orchard, Washington 98366
REQUEST FOR DISCLOSURE OF
PUBLIC RECORDS
Instructions: 1. Complete Section A of following form.
2. Return completed form to the appropriate Kitsap County Department.
Section A - Requestor/Records Request Information
Requestor Name **Terry Allison**
Phone Number ██████████
Today's Date **13 July 2010**
Mailing Address City State Zip Code ██████████, **Bremerton, WA. 98312**

This is a request to: Inspect and/or **XX** Copy the records described below:
(Please describe in the space below the records you are requesting and any additional information that will assist in quickly locating them.)

Title of Record(s): **Stop work order**

Description: **Issued by Kitsap County Code Enforcement on or about 09 July 2010 to Kitsap Rifle and Revolver Club, 4900 Seabeck Hwy. NW, Bremerton Wa. 98312**

Date(s) of Record(s): **09 July 2010**

If record(s) concern individual(s) other than requestor, please state names(s):

Special Handling:

- Please mail copies. (Payment is required before copying or mailing)
 Please hold for pick-up.

Signature of Requestor **(signed) Terry Allison**

Request was Made

- In person By Phone By Mail (Attach Request)

I certify that the photocopies of the records received as listed above will not be used for commercial purposes. I agree to pay a reasonable standard charge of \$.15 per copy plus cost of mailing.

Signature Date E-Mail Address **Terry Allison, 13 July 2010, tncallison@** [REDACTED]

Section C - Department Use Only

Department

Signature

Date

Pursuant to RCW 42.56, with limited exception, Kitsap County and all of its departments and offices are required to disclose all identifiable "public records" that are related to the conduct of the County when such records are requested by any person.

Rev. 10/08



KITSAP COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT

614 DIVISION STREET MS-36, PORT ORCHARD WASHINGTON 98366-4682
(360) 337-5777 FAX (360) 337-4925 HOME PAGE - www.kitsapgov.com/dcd/

Larry Keeton, Director

CERTIFIED MAIL

July 13, 2010

KITSAP RIFLE AND REVOLVER CLUB
C/O MARCUS CARTER
4900 SEABECK HWY NW
BREMERTON WA 98312

RE: **STOP WORK ORDER # S43-10**
TAX ACCOUNT # 362501-4-002-1006
SITUS ADDRESS: 4900 SEABECK HWY NW

Dear Mr. Carter:

This is to inform you that a stop work order was posted on the property listed above on July 9, 2010 for the following reason(s):

**CLEARING IN AREAS DESIGNATED AS CRITICAL AREA WETLANDS AND BUFFERS,
EXANSION OF CLUB ACTIVIES WITHOUT LAND USE APPROVAL, CLEARING AND
GRADING WITHOUT APPROVALS, PERMITS OR INSPECTIONS**

These activities must cease until the violations have been resolved and the clubs property comes into compliance with Kitsap County code. Please note, the continuance of work once a stop work has been given on the job site, constitutes direct violation of Kitsap County code and Washington State Law, including; Section 19.300.315, 17.381.040(E), and 12.10.30.

Please contact Stephen Mount at (360) 337-4605 by the close of business **Thursday, July 15, 2010** to schedule a site visit and inspection of the property by our Department's staff to occur during the following week of July 19, 2010 so that we may resolve these issues.

Thank you for your cooperation in this matter.

Sincerely,

Jeffrey L. Rowe-Hornbaker, C.B.O.
Deputy Director & Certified Building Official
Department of Community Development

Don Burger

From: Neil R. Wachter [NWachter@co.kitsap.wa.us]
Sent: Thursday, July 15, 2010 1:00 PM
To: John James
Cc: Kevin M. Howell; Tracey L. Hamilton-Oril
Subject: One more deed
Attachments: Quit Claim DNR to County 200906180290.pdf

John et al -

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Neil

AFTER RECORDING RETURN TO:
Department of Natural Resources
Asset Management & Protection Division
Asset Planning and Transactions Section
PO Box 47014
Olympia, WA 98504-7014

E-23025A

LAND TITLE 200906180290
Quit Claim Deed Rec Fee: \$ 50.00 Page: 1 of 9
06/18/2009 03:15 PM
Walter Washington, Kitsap Co Auditor

KITSAP COUNTY TREASURER EXCISE 06/18/2009
2009EX03101
Total : \$10.00 Clerk's Initial

QUITCLAIM DEED
Kitsap County

Grantor: State of Washington, acting by and through the Department of Natural Resources.
Grantee: Kitsap County, a Political Subdivision of the State of Washington.
Abbreviated
Legal Desc: PTN of 25-25N-1W; NW, SW, N2NE, SWNE and the W2SE 36-25N-1W
Tax Parcel #: 362501-1-002-1002; 362501-4-002-1006

THE GRANTOR, STATE OF WASHINGTON, acting by and through the Department of Natural Resources, for and in consideration of the conveyance by Kitsap County Parks and Recreation Department, of real property of equal value as authorized and approved by Resolution No.1315 adopted by the Board of Natural Resources, State of Washington, on June 2, 2009, hereby conveys and quitclaims to KITSAP COUNTY PARKS AND RECREATION DEPARTMENT, GRANTEE, all interest in the real property situated in Kitsap County, Washington, and described in Exhibit A, attached hereto, which by this reference is made a part hereof, subject to those matters and encumbrances described in the attached Exhibit B Easement Reservation (Easement Reservation).
Grantor hereby reserves for itself, its successors and assigns, all rights and interests in minerals, in perpetuity, as set forth in and

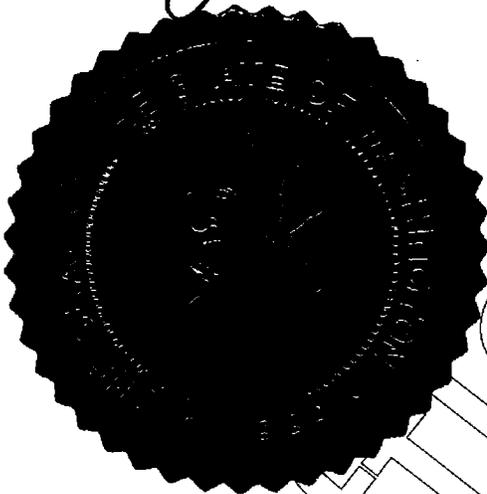
according to the terms and conditions of the Mineral Reservation required by RCW 79.11210, attached hereto as Exhibit C, over and across those portions of said real property described on the attached Exhibit A, but does not reserve other valuable materials such as rock, sand and gravel.

The lands described in Exhibit A are subject to that certain statutory reserved right as set forth in RCW 79.36.370.

This Deed is executed and delivered pursuant to RCW 79.17.060 at the request of the Commissioner of Public Lands with the approval of the Board of Natural Resources, State of Washington.

WITNESS the Seal of the State of Washington, affixed this 17th day of

June, 2009.



Christine Gregoire
GOVERNOR

ATTEST:

[Signature]
SECRETARY OF STATE

Approved as to form this 2nd day of June, 2009.

[Signature]
Assistant Attorney General

State Deed No. 26796
State Record of Deeds, Volume 14, Page 8.
Transaction File No. 86-081861

AUDITOR'S NOTE
LEGIBILITY FOR RECORDING AND COPYING
UNSATISFACTORY IN A PORTION OF THIS
INSTRUMENT WHEN RECEIVED

EXHIBIT A

State property to be conveyed to Kitsap County

Parcel S-1

The S1/2 of the E1/2 of the E1/2 of the SW1/4 of the SE1/4 of Section 25, Township 25 North, Range 1 West, Willamette Meridian, Kitsap County, according to U.S. Government subdivision procedures.

Parcel S-2

Section 36, Township 25 North, Range 1 West, Willamette Meridian, Kitsap County, EXCEPT that portion lying within Camp Wesley Harris, said portion shown and described as the E1/2 of the SE1/4 and the SE1/4 of the NE1/4 of said Section 36 by that survey of Camp Wesley Harris Reservation Boundaries approved September 1, 1950, on file with the Office of the Commissioner of Public Lands, Olympia, Washington.



Dennis J. Gelvin, PLS 21674
Land Description & R/W Specialist
State Land Survey Unit
PO Box 47030
Olympia, WA 98504-7030

Dated 7-6-09

FILENAME:L2269 S25 T25 R1W

EXHIBIT B**RESERVATION OF EASEMENT ACROSS S-1 and S-2****Terms and Conditions of Reserved Easement by State**

Grantor, as defined in that deed to which this reservation is attached, hereby reserves to itself, its successors and assigns, a permanent, nonexclusive Easement over parcels of land in Kitsap County, identified in Exhibit A to the deed as S-1 and S-2 and legally described as follows (hereafter Newberry Hill Parcel):

Parcel S-1

The S1/2 of the E1/2 of the E1/2 of the SW1/4 of the SE1/4 of Section 25, Township 25 North, Range 1 West, Willamette Meridian, Kitsap County, according to U.S. Government subdivision procedures.

Parcel S-2

Section 36, Township 25 North, Range 1 West, Willamette Meridian, Kitsap County, EXCEPT that portion lying within Camp Wesley Harris, said portion shown and described as the E1/2 of the SE1/4 and the SE1/4 of the NE1/4 of said Section 36 by that survey of Camp Wesley Harris Reservation Boundaries approved September 1, 1950, on file with the Office of the Commissioner of Public Lands, Olympia, Washington.

Said Easement to be sixty (60) feet in width running thirty (30) feet on each side of a centerline of an existing road(s) located approximately as shown on Exhibit B Easement Area (hereafter Easement Area).

Purpose. The Easement is reserved to provide access for any and all purposes, to and from lands owned by the Grantor. Authorized use shall include the right to travel, maintain, repair, construct or reconstruct the Easement Area.

Appurtenant. Subject to the terms and conditions herein, this Easement reservation is made to provide access to and from all real property owned by Grantor and all other real property of Grantor, now owned or acquired as of the execution date of this Quitclaim Deed or hereafter acquired by the Grantor (hereafter Benefited Parcel(s)).

Grantee Rights. Grantee, as defined in that deed to which this reservation is attached, shall have the right at all times for any purpose, to cross and recross the Easement Area at any place on grade or otherwise. Grantee may grant to third parties any or all of the rights reserved therein; provided, that use by such party shall be subject to the terms and conditions of this Easement and shall not unreasonably interfere with the rights reserved to Grantor herein. Grantee shall own all timber now on or hereafter growing within the Easement Area and the right to remove said timber.

Relocation. Grantee shall have the right to relocate the Easement Area at the Grantee sole cost so long as the new location does not unreasonably interfere with the rights of Grantor herein.

Maintenance. 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
- 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 easement reservation, 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.

Repairs. 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. Should damage be caused by an unauthorized user, the cost of repair shall be treated as ordinary maintenance and handled as set forth above.

Improvements. Unless the parties 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.

Permittees. The Grantor 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 reserved hereby.

Insurance. The State of Washington, including all its agencies and departments, is self insured for all exposures to tort liability, general liability, property damage liability and vehicle liability, as provided in statute, but only as respects the negligence of the State. So long as the State of Washington continues to be the easement holder of this reservation, it shall not be required to carry insurance. Should the State's rights be assigned or transferred to another entity in whole or in part, such entity shall carry insurance as required below.

Before using any of said rights granted herein, the State's Successors and Assigns (Assignees) and Permittees shall obtain and keep in force the following liability insurance policies, insuring against liability arising out its operations, including use of vehicles, with the corresponding minimum amounts of coverage:

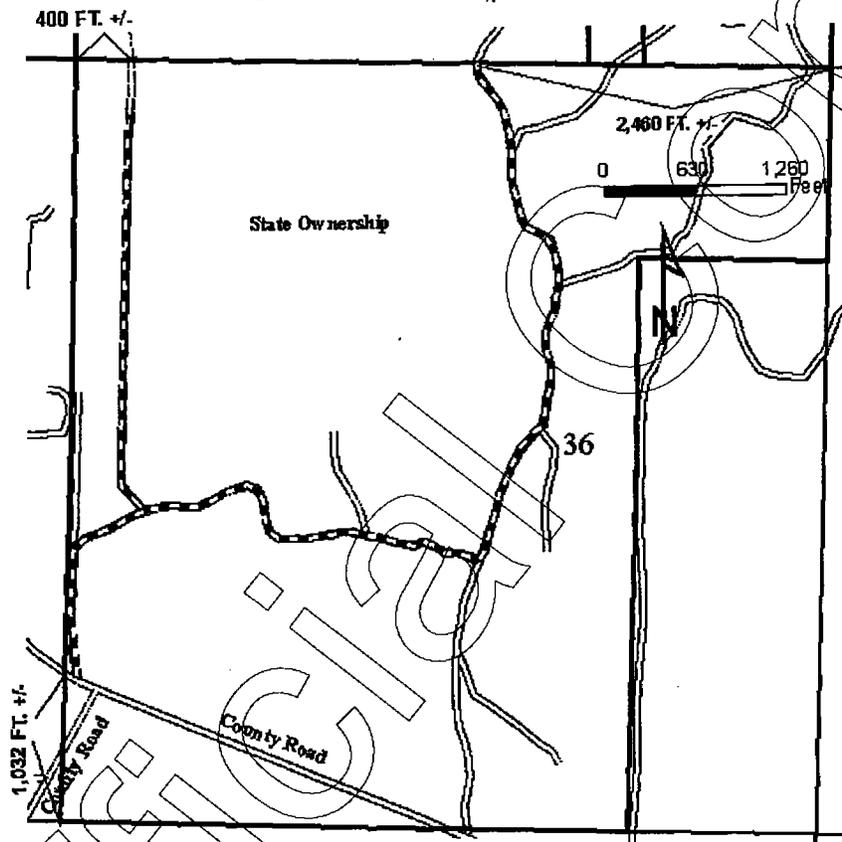
- a. Commercial General Liability (CGL) insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the general aggregate limit shall be at least twice the "each occurrence" limit, and the products-completed operations aggregate limit shall be at least twice the "each occurrence" limit.
- b. Employer's Liability ("Stop Gap") 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.
- c. Business Auto Policy (BAP) and if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 per accident, with such insurance covering 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 versions of CA 00 01. Grantee 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.

All Assignees and Permittees shall comply with all State of Washington workers' compensation statutes and regulations. Worker's compensation coverage shall be provided for all employees of assignees and employees of any subcontractors or sub-subcontractors.

Assignees and Permittees shall deliver to Grantee, upon request, a certificate of insurance executed by a duly authorized representative of each insurer showing compliance with the insurance requirements specified above. In the event of cancellation or non-renewal of any coverages, written notice as prescribed in statute (Chapter 48.18 RCW or Chapter 48.15 RCW) will be provided to Grantee.

Successors. The terms of this reservation run with the land and shall bind the successors and assigns of both Grantor and Grantee. Grantee shall be deemed to have accepted the terms of this reservation and be bound by the same by accepting delivery of the deed.

EXHIBIT B
EASEMENT AREA
DEPARTMENT OF NATURAL RESOURCES
SECTION 36, TOWNSHIP 25 NORTH, RANGE 01 WEST, W.M. IN KITSAP COUNTY, WA
DNR EASEMENT NO. 200906180290



- - - - - EXISTING STATE EASEMENT RESERVATION ROAD.
ROAD LENGTH = 10,727 FT. +/-, EASEMENT AREA = 14.84 +/- AC.
- ==== NEW CONSTRUCTION STATE EASEMENT RESERVATION ROAD
ROAD LENGTH = 365 FT. +/-, EASEMENT AREA = .5 +/- AC.
- WIDTH OF EASEMENTS: 30' EACH SIDE OF CENTERLINE
- STATIONING SHOWN AT SUBDIVISION AND SECTION LINE IS APPROXIMATE
- THE RIGHT-OF-WAY SHOWN IS INTENDED TO BE OVER AND ACROSS ALL PROPERTY AS SHOWN ON THIS MAP.
- LOCATION OF ROADS AND PROPERTY LINES BASED UPON DEPARTMENT OF NATURAL RESOURCES' CURRENT GIS INFORMATION

MAP PREPARED BY: Brad Pruitt DATE: JUNE 1, 2009
BRAD PRUITT

EXHIBIT C**Mineral Reservation**

The Grantor hereby expressly saves, excepts, and reserves out of the grant hereby made, unto itself and its successors and assigns forever, all geothermal steam and heat and all metals, oils, gases, coal, ores, minerals, and fossils of any nature whatsoever and of every name, kind, or description in, under or upon that portion of the land legally described on the attached Exhibit B-2 (the "Mineral Land"), or any part thereof, and the right to explore the same for such geothermal steam and heat, metals, oils, gases, coal, ores, minerals, and fossils, and it also hereby expressly saves and reserves out of the grant hereby made, unto itself and its successors and assigns forever, the right to enter by itself or its agents, attorneys, and servants upon the Mineral Land, or any part or parts thereof, at any and all times, for the purpose of opening, developing, and working mines thereon, and taking out and removing therefrom all such geothermal steam and heat, metals, oils, gases, coal, ores, minerals, and fossils, and to that end it further expressly reserves out of the grant hereby made, unto itself, its successors and assigns, forever, the right by its or their agents, servants, and attorneys at any and all times to erect, construct, maintain, and use all such buildings, machinery, roads, and railroads, sink such shafts, remove such soil, and to remain on the Mineral Land or any part thereof for the business of mining and to occupy as much of the Mineral Land as may be necessary or convenient for the successful prosecution of such mining business, hereby expressly reserving to itself and its successors and assigns, as aforesaid, generally, all rights and powers in, to, and over said Mineral Land, whether herein expressed or not, reasonably necessary or convenient to render beneficial and efficient the complete enjoyment of the property and the rights hereby expressly reserved.

No rights shall be exercised under the foregoing reservation, by the Grantor or its successors or assigns (including a lessee under any oil and gas lease), until provision has been made by the Grantor or its successors or assigns to pay to the owner of the Mineral Land, or portion of the Mineral Land upon which the rights reserved herein to the Grantor or its successors or assigns are sought to be exercised, full payment for all damages sustained or to be sustained by said owner by reason of entering upon said Mineral Land and exercising such rights; PROVIDED, That if the owner of said Mineral Land from any cause whatever refuses or neglects to settle said damages, then the Grantor or its successors or assigns, or any applicant for a lease or contract from the state for the purpose of prospecting for or mining valuable minerals, or option contract, or lease, for mining coal, or lease for extracting petroleum or natural gas, shall have the right to institute such legal proceedings in the superior court of the county wherein the Mineral Land is situate, as may be necessary to determine the damages which said owner of said land may suffer; provided, however, the Mineral Land owner may, at its option, require that such determination be made by arbitration in accordance with the rules of the American Arbitration Association; provided, Grantor shall not be obligated to so arbitrate if Grantor's lessee under any applicable oil and gas lease is not legally required to so arbitrate.

As used in the foregoing paragraph, the term "damages" shall include, without limitation, actual and consequential damages, including loss of or damage to the surface, improvements, growing

As used in the foregoing paragraph, the term "damages" shall include, without limitation, actual and consequential damages, including loss of or damage to the surface, improvements, growing crops and timber, loss of future timber production, injury or damage to the Mineral Land owner's business operations thereon, all compensating or roll-back taxes arising or to arise from the loss of the forest land or timberland tax classification due to the exercise of any such reserved rights, and the cost of road maintenance, resurfacing and repair arising or to arise from the exercise of such reserved rights. To the extent the Mineral Land owner or its successors or assigns receives compensation for such damages from a successor or assign of Grantor (such as a lessee under an oil and gas lease) with respect to a particular activity or operation by such party, then Grantor shall not be required to make payment for such particular activity or operation (i.e., Mineral Land owner shall not be entitled to receive duplicative payment for damages for the same activity or operation).

Unofficial Copy

Don Burger

From: Neil R. Wachter [NWachter@co.kitsap.wa.us]
Sent: Thursday, July 15, 2010 1:12 PM
To: Tracey L. Hamilton-Oril
Subject: FW: Recent Expansion of Kitsap Rifle and Revolver Club
Attachments: KRRC Google Earth 15 May 2010.jpg; KRRC GOOGLE Earth Imagery_15 May 2010.pptx; KRRC Google Earth 30 April 2009.jpg

From: sjunis@juno.com [mailto:sjunis@]
Sent: Wednesday, July 07, 2010 10:45 AM
To: Charlotte Garrido; Josh Brown; Steve Bauer
Cc: Christian C. Casad; Neil R. Wachter; Russell D. Hauge; Steve Mount; grellk@health.co.kitsap.wa.us
Subject: Fw: Recent Expansion of Kitsap Rifle and Revolver Club

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Sincerely,
Kevin and Gail Gross
[REDACTED]
Bremerton, WA 98312
[REDACTED]

2010 #1 Energy Stock Pick

AEGY Announces Dividend - 3 for 1 stock split! Massive gains expected!

EnergyStockReports.com

Image Date: May 15, 2010

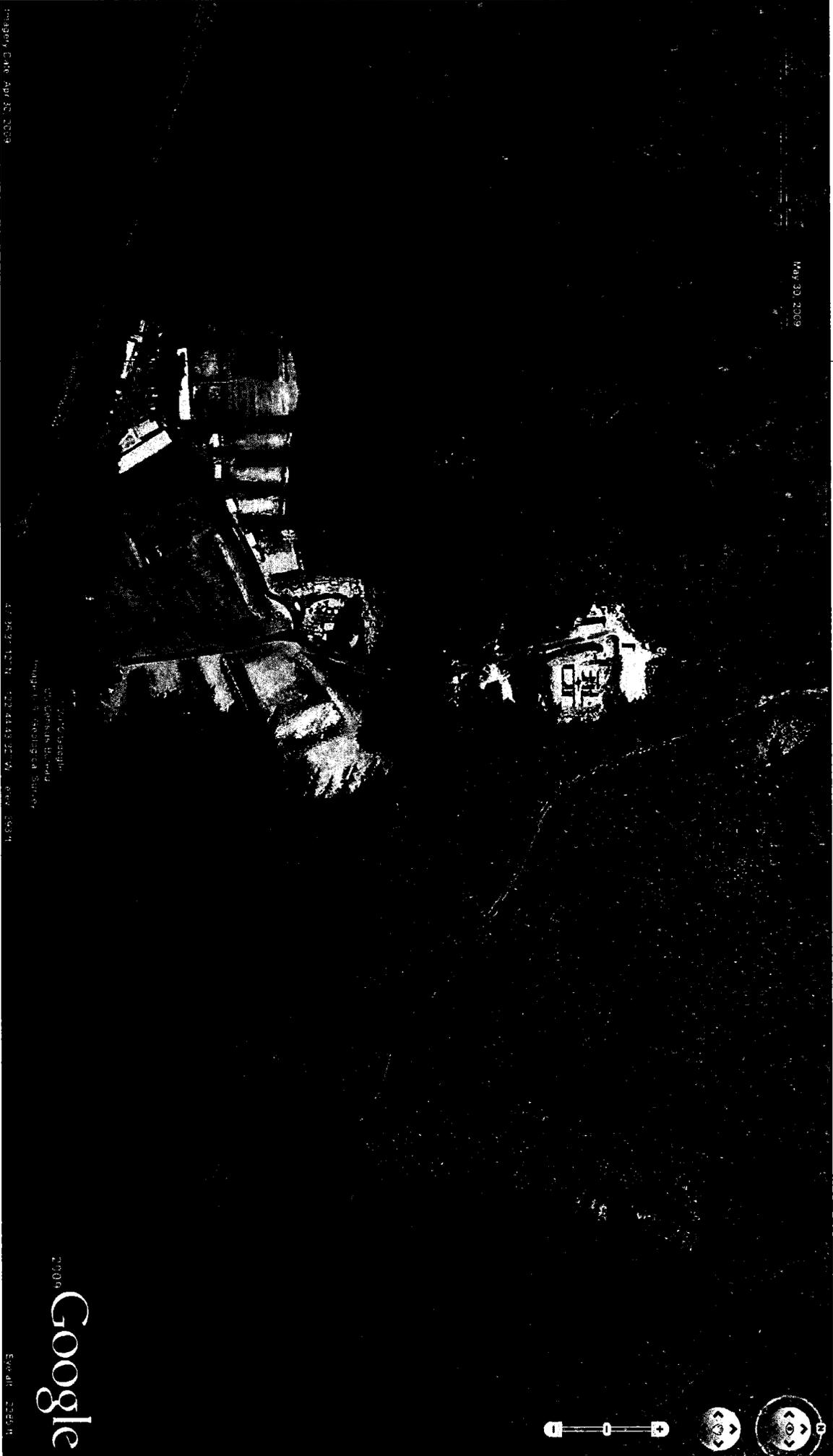
100 Curious Street
2010 Seattle
43° 26' 32" N, 122° 24' 11" W elev. 400 ft

2009
Google

View at 2352 ft



May 30, 2009



Imagery Date: April 30, 2009

43.265213°N, 122.444327°W, 60m, 350m

© 2009 Google
All Rights Reserved
Map data © OpenStreetMap contributors

2009 Google

59° 41' 23.5" N



Don Burger

From: Steve Heacock [SHeacock@co.kitsap.wa.us]
Sent: Thursday, July 15, 2010 2:39 PM
To: Neil R. Wachter
Subject: RE: ASW question



From: Neil R. Wachter
Sent: Thursday, July 15, 2010 2:22 PM
To: David Greetham; Steve Heacock
Subject: ASW question



Don Burger

From: Neil R. Wachter [NWachter@co.kitsap.wa.us]
Sent: Thursday, July 15, 2010 2:45 PM
To: David Greetham
Subject: FW: Recent Expansion of Kitsap Rifle and Revolver Club
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To: Charlotte Garrido; Josh Brown; Steve Bauer
Cc: Christian C. Casad; Neil R. Wachter; Russell D. Hauge; Steve Mount; grellk@health.co.kitsap.wa.us
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[REDACTED]
Bremerton, WA 98312
[REDACTED]

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EnergyStockReports.com



Imagery Date: May 15, 2010

47°38'30.91" N 122°14'41.80" W elev 405 ft

US Census Bureau
© 2010 Google

©2009 Google

Eye alt 2552 ft

MAY 30, 2009



Imagery Date: Apr 30, 2008

47°36'31.12" N 122°44'43.32" W Elev: 3891ft

©2010 Google
US Census Bureau
Image U.S. Geological Survey

©2009
Google

Elev: 3285 ft

Don Burger

From: Kim Dunn [KDunn@co.kitsap.wa.us]
Sent: Thursday, July 15, 2010 3:15 PM
To: Neil R. Wachter
Cc: Tracey L. Hamilton-Oril
Subject: RE: SW Letter to KRRC

[REDACTED]

Kim E Dunn

Program Specialist
Code Compliance & Fire Marshal
360-337-5738 (telephone)
360-337-4925 (fax)
kdunn@co.kitsap.wa.us

From: Neil R. Wachter
Sent: Thursday, July 15, 2010 3:08 PM
To: Kim Dunn
Subject: SW Letter to KRRC

[REDACTED]

Neil

Don Burger

From: Neil R. Wachter [NWachter@co.kitsap.wa.us]
Sent: Thursday, July 15, 2010 3:08 PM
To: Kim Dunn
Subject: SW Letter to KRRC

Neil

Don Burger

From: Kevin M. Howell [KMHowell@co.kitsap.wa.us]
Sent: Thursday, July 15, 2010 3:07 PM
To: Dori Leckner; Jim Dunwiddie
Cc: John James; Neil R. Wachter; Tracey L. Hamilton-Oril
Subject: KRRC Boundaries

Jim and Dori,

[REDACTED]

[REDACTED]

[REDACTED]

Kevin M. Howell, Deputy Prosecuting Attorney
Civil Division
Kitsap County Prosecutor's Office
614 Division Street, MS-35A
Port Orchard, WA 98366
Phone: (360) 337-7268
Fax: (360) 337-7083
kmhowell@co.kitsap.wa.us

Don Burger

From: Kim Dunn [KDunn@co.kitsap.wa.us]
Sent: Thursday, July 15, 2010 3:17 PM
To: Neil R. Wachter
Subject: FW: Kitsap Rifle and Revolver
Attachments: 20100715102104040.pdf

Kim E Dunn
Program Specialist
Code Compliance & Fire Marshal
360-337-5738 (telephone)
360-337-4925 (fax)
kdunn@co.kitsap.wa.us

-----Original Message-----

From: Kim Dunn
Sent: Thursday, July 15, 2010 10:31 AM
To: Carolyn Gourley
Subject: Kitsap Rifle and Revolver

Kim E Dunn
Program Specialist
Code Compliance & Fire Marshal
360-337-5738 (telephone)
360-337-4925 (fax)
kdunn@co.kitsap.wa.us

-----Original Message-----

From: copier@co.kitsap.wa.us [mailto:copier@co.kitsap.wa.us]
Sent: Thursday, July 15, 2010 7:21 AM
To: Kim Dunn
Subject:

This E-mail was sent from "Ricoh-DCD3" (Aficio MP C4000).

Scan Date: 07.15.2010 10:21:03 (-0400)
Queries to: copier@co.kitsap.wa.us



KITSAP COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT

614 DIVISION STREET MS-36, PORT ORCHARD WASHINGTON 98366-4682
(360) 337-5777 FAX (360) 337-4925 HOME PAGE - www.kitsapgov.com/dcd/

Larry Keeton, Director

CERTIFIED MAIL

July 13, 2010

KITSAP RIFLE AND REVOLVER CLUB
C/O MARCUS CARTER
4900 SEABECK HWY NW
BREMERTON WA 98312

RE: **STOP WORK ORDER # S43-10**
TAX ACCOUNT # 362501-4-002-1006
SITUS ADDRESS: 4900 SEABECK HWY NW

Dear Mr. Carter:

This is to inform you that a stop work order was posted on the property listed above on July 9, 2010 for the following reason(s):

**CLEARING IN AREAS DESIGNATED AS CRITICAL AREA WETLANDS AND BUFFERS,
EXANSION OF CLUB ACTIVIES WITHOUT LAND USE APPROVAL, CLEARING AND
GRADING WITHOUT APPROVALS, PERMITS OR INSPECTIONS**

These activities must cease until the violations have been resolved and the clubs property comes into compliance with Kitsap County code. Please note, the continuance of work once a stop work has been given on the job site, constitutes direct violation of Kitsap County code and Washington State Law, including; Section 19.300.315, 17.381.040(E), and 12.10.30.

Please contact Stephen Mount at (360) 337-4605 by the close of business **Thursday, July 15, 2010** to schedule a site visit and inspection of the property by our Department's staff to occur during the following week of July 19, 2010 so that we may resolve these issues.

Thank you for your cooperation in this matter.

Sincerely,

Jeffrey L. Rowe-Hornbaker, C.B.O.
Deputy Director & Certified Building Official
Department of Community Development

Don Burger

From: Tracey L. Hamilton-Oril [THamilto@co.kitsap.wa.us]
Sent: Thursday, July 15, 2010 3:18 PM
To: Kim Dunn; Neil R. Wachter
Subject: RE: SW Letter to KRRC

Wait, I take that back. Wasn't that Tillet you sent me yesterday not KRRC?

From: Kim Dunn
Sent: Thursday, July 15, 2010 3:15 PM
To: Neil R. Wachter
Cc: Tracey L. Hamilton-Oril
Subject: RE: SW Letter to KRRC

I sent it to Tracey yesterday...do you need another one?

Kim E Dunn
Program Specialist
Code Compliance & Fire Marshal
360-337-5738 (telephone)
360-337-4925 (fax)
kdunn@co.kitsap.wa.us

From: Neil R. Wachter
Sent: Thursday, July 15, 2010 3:08 PM
To: Kim Dunn
Subject: SW Letter to KRRC

Hi Kim - Could you please send us a copy of the letter we issued on Tuesday as a followup to Steve Mount's visit to the KRRC last Friday? Please send me a pdf if possible. Thanks,

Neil

Don Burger

From: Kim Dunn [KDunn@co.kitsap.wa.us]
Sent: Thursday, July 15, 2010 3:18 PM
To: Neil R. Wachter; Tracey L. Hamilton-Oril
Subject: RE: SW Letter to KRRC

[REDACTED]

From: Tracey L. Hamilton-Oril
Sent: Thursday, July 15, 2010 3:18 PM
To: Kim Dunn; Neil R. Wachter
Subject: RE: SW Letter to KRRC

[REDACTED]

From: Kim Dunn
Sent: Thursday, July 15, 2010 3:15 PM
To: Neil R. Wachter
Cc: Tracey L. Hamilton-Oril
Subject: RE: SW Letter to KRRC

[REDACTED]

Kim E Dunn
Program Specialist
Code Compliance & Fire Marshal
360-337-5738 (telephone)
360-337-4925 (fax)
kdunn@co.kitsap.wa.us

From: Neil R. Wachter
Sent: Thursday, July 15, 2010 3:08 PM
To: Kim Dunn
Subject: SW Letter to KRRC

[REDACTED]

Neil

Don Burger

From: Tracey L. Hamilton-Oril [THamilto@co.kitsap.wa.us]
Sent: Thursday, July 15, 2010 3:16 PM
To: Kim Dunn; Neil R. Wachter
Subject: RE: SW Letter to KRRC

[REDACTED]

From: Kim Dunn
Sent: Thursday, July 15, 2010 3:15 PM
To: Neil R. Wachter
Cc: Tracey L. Hamilton-Oril
Subject: RE: SW Letter to KRRC

[REDACTED]

Kim E Dunn
Program Specialist
Code Compliance & Fire Marshal
360-337-5738 (telephone)
360-337-4925 (fax)
kdunn@co.kitsap.wa.us

From: Neil R. Wachter
Sent: Thursday, July 15, 2010 3:08 PM
To: Kim Dunn
Subject: SW Letter to KRRC

[REDACTED]

Neil

Don Burger

From: Neil R. Wachter [NWachter@co.kitsap.wa.us]
Sent: Thursday, July 15, 2010 3:50 PM
To: Tracey L. Hamilton-Oril
Subject: RE: SW Letter to KRRC

[REDACTED]

From: Tracey L. Hamilton-Oril
Sent: Thursday, July 15, 2010 3:18 PM
To: Kim Dunn; Neil R. Wachter
Subject: RE: SW Letter to KRRC

[REDACTED]

From: Kim Dunn
Sent: Thursday, July 15, 2010 3:15 PM
To: Neil R. Wachter
Cc: Tracey L. Hamilton-Oril
Subject: RE: SW Letter to KRRC

[REDACTED]

Kim E Dunn
Program Specialist
Code Compliance & Fire Marshal
360-337-5738 (telephone)
360-337-4925 (fax)
kdunn@co.kitsap.wa.us

From: Neil R. Wachter
Sent: Thursday, July 15, 2010 3:08 PM
To: Kim Dunn
Subject: SW Letter to KRRC

[REDACTED]

Neil

Don Burger

From: David Greetham [Dgreetha@co.kitsap.wa.us]
Sent: Thursday, July 15, 2010 4:09 PM
To: pamc461@ECY.WA.GOV
Subject: FW: Recent Expansion of Kitsap Rifle and Revolver Club
Attachments: KRRC GOOGLE Earth Imagery_15 May 2010.pptx; KRRC Google Earth 30 April 2009.jpg; KRRC Google Earth 15 May 2010.jpg

Hi Patrick -

As a followup to my voicemail today, here are the aerial photos that I referenced. Have you seen these, and if so, do you see evidence of direct wetland impacts (I don't think there's much question that there have been buffer impacts)?

I will follow up with the RCW for right of entry on forest lands that I referenced in my message.

Sincerely,

David Greetham
Environmental Planner
Kitsap County Department of Community Development
360-337-5777

From: Neil R. Wachter
Sent: Thursday, July 15, 2010 2:45 PM
To: David Greetham
Subject: FW: Recent Expansion of Kitsap Rifle and Revolver Club

From: sjunis@[REDACTED] [mailto:sjunis@[REDACTED]]
Sent: Wednesday, July 07, 2010 10:45 AM
To: Charlotte Garrido; Josh Brown; Steve Bauer
Cc: Christian C. Casad; Neil R. Wachter; Russell D. Hauge; Steve Mount; grellk@health.co.kitsap.wa.us
Subject: Fw: Recent Expansion of Kitsap Rifle and Revolver Club

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One of the photos is the most recent satellite imagery of the Kitsap Rifle and Revolver Club (KRRC) dated May 15, 2010. This May 15, 2010 imagery shows that KRRC has again cleared the '300 meter rifle line' (large cleared area to the right) for which the Kitsap County Department of Community Development (Steve Mount, Code Enforcement) issued a stop work order in September 2005 because there was no grading permit issued to perform this work.

Compare this to satellite imagery dated April/May 2009 showing vegetation growing on the abandoned '300 meter rifle line', following issuance of the September 2005 stop work order. The Department of Natural Resources, then-owner of the property, had required reforestation with 1,000 seedlings. (There is some question as to whether the reforestation was ever completed).

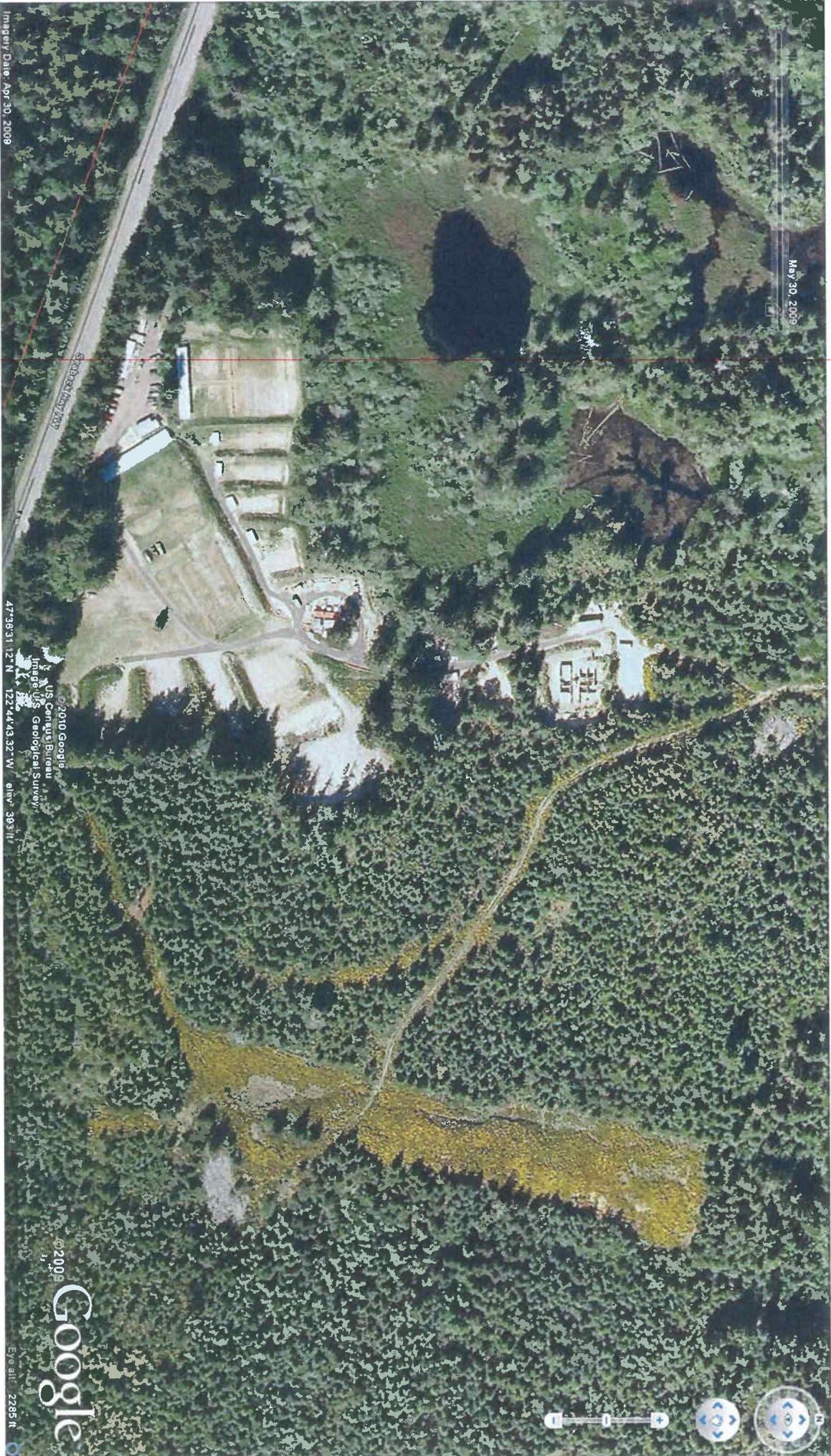
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[REDACTED]
Bremerton, WA 98312
[REDACTED]

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May 30, 2009



Imagery Date: Apr 30, 2008

8300241727100

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US Century Bureau
Imagery US Geological Survey

47°38'51.12" N 122°44'43.32" W 01m 38.31ft

©2009 Google

Eye alt: 2285 ft



Imagery Date: May 15, 2010

Sabeck Hwy NW

US Census Bureau
© 2010 Google
47°36'30.91" N 122°44'41.80" W elev: 405 ft

©2009 Google

Eye alt: 2352 ft



Don Burger

From: Patrick McGraner [patrick.mcgraner@ecy.wa.gov]
Sent: Thursday, July 15, 2010 4:10 PM
To: David Greetham
Subject: Out of Office AutoReply: Recent Expansion of Kitsap Rifle and Revolver Club

I will be in the field all day on 7/15 and out of the office on 7/16, returning on 7/19. Thank you, Patrick McGraner, Wetlands Specialist/NWRO

Don Burger

From: Neil R. Wachter [NWachter@co.kitsap.wa.us]
Sent: Thursday, July 15, 2010 4:27 PM
To: Steve Heacock
Subject: RE: ASW question - confidential
Attachments: 071310 DCD ltr to KRRC re Stop Work.pdf

[REDACTED]

From: Steve Heacock
Sent: Thursday, July 15, 2010 2:39 PM
To: Neil R. Wachter
Subject: RE: ASW question

[REDACTED]

From: Neil R. Wachter
Sent: Thursday, July 15, 2010 2:22 PM
To: David Greetham; Steve Heacock
Subject: ASW question

[REDACTED]



KITSAP COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT

614 DIVISION STREET MS-36, PORT ORCHARD WASHINGTON 98366-4682
(360) 337-5777 FAX (360) 337-4925 HOME PAGE - www.kitsapgov.com/dcd/

Larry Keeton, Director

CERTIFIED MAIL

July 13, 2010

KITSAP RIFLE AND REVOLVER CLUB
C/O MARCUS CARTER
4900 SEABECK HWY NW
BREMERTON WA 98312

RE: **STOP WORK ORDER # S43-10**
TAX ACCOUNT # 362501-4-002-1006
SITUS ADDRESS: 4900 SEABECK HWY NW

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Department of Community Development

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Sent: Thursday, July 15, 2010 4:39 PM
To: Neil R. Wachter
Subject: RE: Recent Expansion of Kitsap Rifle and Revolver Club

Neil -



I'll let you know what I hear back.

Thanks,
Dave

From: Neil R. Wachter
Sent: Thursday, July 15, 2010 2:45 PM
To: David Greetham
Subject: FW: Recent Expansion of Kitsap Rifle and Revolver Club

From: sjunis@[REDACTED]mailto:sjunis@[REDACTED]
Sent: Wednesday, July 07, 2010 10:45 AM
To: Charlotte Garrido; Josh Brown; Steve Bauer
Cc: Christian C. Casad; Neil R. Wachter; Russell D. Hauge; Steve Mount; grellk@health.co.kitsap.wa.us
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Kevin and Gail Gross

[REDACTED]

Bremerton, WA 98312

[REDACTED]

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