

KRRC Email NOVEMBER, 2011 (1 of 1) - 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
Not dated	Kevin Howell		Attorney Notes Re: Property Exchange	Attorney Work Product
5/6/2009	Shelley Kneip		Attorney Notes Re: Property Exchange	Attorney Work Product
3/25/2010	Kevin Howell		Attorney Notes Re: Property Exchange	Attorney Work Product
4/16/2009	Kevin Howell	Chip Faver	Title Commitment	Attorney Client Privileged
4/16/2009	Kevin Howell	Matt Keough	DNR Exchange	Attorney Client Privileged
3/31/2009	Kevin Howell	Marsha Richards	Land Exchange Meeting	Attorney Client Privileged
Not dated	Shelley Kneip		Attorney Notes Re: Shooting Range	Attorney Work Product
5/19/2009	Shelley Kneip		Attorney Notes Re: Property Meeting	Attorney Work Product
4/28/2009	Jacquelyn Aufderheide		Attorney Notes Re: Property Exchange	Attorney Work Product
6/3/2009	Jacquelyn Aufderheide	Matt Keough	Conservation Easement Under Development - Community Interest	Attorney Client Privileged
6/3/2009	Kevin Howell	Matt Keough	Termination of Deed of Right to Use Land for Conservation Purposes	Attorney Client Privileged
6/2/2009	Kevin Howell	Matt Keough	Termination of Deed of Right to Use Land for Conservation Purposes	Attorney Client Privileged
5/28/2009	Kevin Howell	Tracey Hamilton-Oril	Title Redacted	Attorney Work Product
5/27/2009	Matt Keough	Tracey Hamilton-Oril, Kevin Howell	Newberry Hill Exchange Agreement Amendments	Attorney Client Privileged
5/27/2009	Terri Lyman	Kevin Howell	Sale of Land to DNR	Attorney Client Privileged
5/27/2009	Matt Keough	Tracey Hamilton-Oril, Kevin Howell	Kitsap County to DNR	Attorney Client Privileged
5/27/2009	Matt Keough	Kevin Howell	Sale of Land to DNR	Attorney Client Privileged
5/27/2009	Kevin Howell	Matt Keough	Sale of Land to DNR	Attorney Work Product & Attorney Client
5/26/2009	Kevin Howell	Matt Keough	Newberry Hill Exchange	Attorney Client Privileged
5/13/2009	Kevin Howell	Terri Lyman	DNR/County/KRRC Exchange and Assignment Transaction	Attorney Client Privileged
5/13/2009	Terri Lyman	Tracey Hamilton-Oril	Also	Attorney Client Privileged
5/12/2009	Matt Keough	Josh Brown	Rifle & Revolver Club Appraisal Sale	Attorney Client Privileged
5/12/2009	Kevin Howell	Tracey Hamilton-Oril	KRRC Conveyance	Attorney Work Product
5/11/2009	Kevin Howell	Tracey Hamilton-Oril	Bargain and Sale Deed KRRC - sek revisions	Attorney Work Product
5/8/2009	Kevin Howell	Tracey Hamilton-Oril	Final Newberry Hill Exchange Agreement	Attorney Client Privileged
5/7/2009	Shelley Kneip	Chip Faver	DNR Documents	Attorney Client Privileged
5/19/2009	Kevin Howell	Russell Hauge	Pending Transfer & Potential Sale of Kitsap Rifle & Revolver Club Concerns	Attorney Work Product
5/5/2009	Shelley Kneip	Tracey Hamilton-Oril	Gun Club Appraisal	Attorney Work Product
5/4/2009	Nancy Grennan	Charlotte Garrido, Josh Brown, Kevin Howell	Comments Regarding Newberry Land Exchange	Attorney Client Privileged
4/28/2009	Jacquelyn Aufderheide	Opal Robertson	DNR Exchange	Attorney Client Privileged
4/28/2009	Kevin Howell	Matt Keough	DNR Exchange	Attorney Client Privileged
4/28/2009	Matt Keough	Josh Brown, Kevin Howell, Shelley Kneip	Land Exchange - Coordination today and Expected at Work Study Tomorrow AM	Attorney Client Privileged
4/28/2009	Kevin Howell	Josh Brown	Land Exchange Agreement is Scheduled for Work Study Next Wednesday & for Public Mtg	Attorney Client Privileged
4/28/2009	Shelley Kneip	Josh Brown, Kevin Howell	RCO & Gun Range Materials	Attorney Client Privileged
4/21/2009	Kevin Howell	Jacquelyn Aufderheide, Shelley Kneip	DNR Land Swap	Attorney Work Product
4/21/2009	Shelley Kneip	Jacquelyn Aufderheide, Kevin Howell	DRN Land Swap	Attorney Work Product
4/21/2009	Shelley Kneip	Chip Faver, Jacquelyn Aufderheide, Kevin	DNR Exchange	Attorney Client Privileged & Attorney
4/21/2009	Shelley Kneip	Chip Faver, Jacquelyn Aufderheide, Kevin	Executive Summary	Attorney Client Privileged & Attorney
4/14/2009	Dave Tucker	Lisa Nickel, Theresa Thurlow	Markwick Development	Attorney Client Privileged
3/20/2009	Matt Keough	Mark Abernathy, Kevin Howell	Part 1 of 2 - Special Use Lease with KRRC	Attorney Client Privileged
no dated			Bargain and Sale Deed with Restrictive Covenants	Attorney Work Product

LAND TITLE COMPANY

LEADERSHIP • TRUST • COMMITMENT

Agent for Chicago Title Insurance Company

Title / Recording Dept.

Call/email your questions or concerns to:

9657 Levin Road NW · Silverdale, Wa 98383

(360)692-2233 or 800-950-4321 Fax: (360)692-2244 email: titlesilv@landtitleco.net

Our File No.: E-229091

Seller Name: Kitsap County

Buyer Name: State of Washington - DNR

THIRD COMMITMENT

Contacts:

Kitsap County Parks and Recreation
Attn: Terri Lyman
Phone Number: (360)337-5358

614 Division, MS-1
Port Orchard, WA 98366

COMMITMENT FOR TITLE INSURANCE

BY

Chicago Title Insurance Company

Chicago Title Insurance Company, a Missouri Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedule A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligations under the Commitment shall cease and terminate 90 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

WA 2006

Land Title Company of Kitsap County, Inc.
9657 Levin Road NW, Suite #100
Silverdale, WA 98383

Tel: (360) 692-2233
Fax: (360) 692-2244

CHICAGO TITLE INSURANCE COMPANY

Robert M. [Signature]
ATTEST
John E. [Signature]



Countersigned: *[Signature]*
Authorized Signature

CONDITIONS

The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.

If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.

Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Exclusions form Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

The policy to be issued contains an arbitration clause. All arbitrable matters when the Amounts of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org>>.

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

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

THIRD COMMITMENT

1. **Effective Date:** March 24, 2009 at 08:00 AM

File No.: E-229091

2. **Policy or Policies to be issued:**

**ALTA Owner's Policy (8/17/2008) Standard
Rate:**

**Amount:
Premium:
Tax:**

**Proposed Insured:
STATE OF WASHINGTON - DNR**

Rate:

**Amount:
Premium:
Tax:**

Proposed Insured:

Additional Fee:

Fee including tax:

3. **The estate or interest in the land described in the Commitment and covered herein is:
A Fee**

4. **Title to the estate or interest in the land is vested in:
KITSAP COUNTY, a Municipal Corporation**

5. **The land referred to in this Commitment is described as follows:**

SEE LEGAL DESCRIPTION ATTACHED ON EXHIBIT "A" AND BY REFERENCE MADE A PART HEREOF

COMMITMENT FOR TITLE INSURANCE

Office File No.: E-229091

EXHIBIT "A"

DESCRIPTION:

PARCEL I:

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

PARCEL II:

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

PARCEL III:

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

PARCEL IV:

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

PARCEL V:

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

PARCEL VI:

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

PARCEL VII:

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

PARCEL VIII:

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

PARCEL IX:

THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, SECTION 11,

EXHIBIT "A"
(Continued)

TOWNSHIP 24 NORTH, RANGE 1 WEST, W.M., IN KITSAP COUNTY, WASHINGTON.

PARCEL X:

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

PARCEL XI:

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

PARCEL XII:

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

PARCEL XIII:

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

PARCEL XIV:

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

PARCEL XV:

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

PARCEL XVI:

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

PARCEL XVII:

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

PARCEL XVIII:

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

EXHIBIT "A"
(Continued)

PARCEL XIX:

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

PARCEL XX:

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

PARCEL XXI:

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

PARCEL XXII:

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

PARCEL XXIII:

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

PARCEL XXIV:

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

PARCEL XXV:

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

PARCEL XXVI:

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

PARCEL XXVII:

THAT PORTION OF PARCEL B CONVEYED BY STATUTORY WARRANTY DEED UNDER AUDITOR'S FILE NO. 200404190409 DESCRIBED AS: THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, SECTION 2, TOWNSHIP 24 NORTH, RANGE 1 WEST, W.M., IN KITSAP COUNTY, WASHINGTON, BEING THAT PORTION OF GOVERNMENT LOT 13, SAID SECTION 2,

EXHIBIT "A"
(Continued)

EXCEPT THAT PORTION LYING WITHIN THE PLAT OF WILDCAT LAKE TRACTS, ACCORDING TO THE PLAT RECORDED IN VOLUME 5 OF PLATS, PAGE 31, RECORDS OF KITSAP COUNTY, WASHINGTON.

PARCEL XXVIII:

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

COMMITMENT FOR TITLE INSURANCE

Office File No.: E-229091

SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

GENERAL EXCEPTIONS:

- A. Rights or claims of parties in possession, or claiming possession, not shown by the Public Records.
- B. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
- C. Easements, prescriptive rights, rights-of-ways, streets, roads, alleys or highways not disclosed by the Public Records.
- D. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the Public Records.
- E. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the Public Records.
- F. Any lien for service, installation, connection, maintenance, tap, capacity or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Record.
- G. Unpatented mining claims, and all rights relating thereto.
- H. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.
- I. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- J. Water rights, claims, or title to water.
- K. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for value the estate of interest or mortgage thereon covered by this Commitment.

FOR SPECIAL EXCEPTIONS, SEE ATTACHED

COMMITMENT FOR TITLE INSURANCE

Office File No.: E-229091

SCHEDULE B-I

SPECIAL EXCEPTIONS:

1. Covenants, conditions and restrictions contained in the following instrument, but omitting covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law;
Recorded: May 24, 1996
Recording No.: 9605240200
2. Terms and conditions as fully set forth in Statutory Warranty Deed recorded May 17, 1977 under Auditor's File No. 1169752.

(Affects Parcels II, IV and VI)
3. Easement, including its terms, covenants and provisions as disclosed by instrument;
Recorded: November 19, 1941
Recording No.: 360174
For: open ditch
Affects: the legal description contained therein is insufficient to specifically locate said easement

(Affects Parcel II)
4. Easement, including its terms, covenants and provisions as disclosed by instrument;
Recorded: May 22, 1968
Recording No.: 930464
For: existing roadway
Affects: 20 foot wide portion of Parcels V, VII, XXVI and XVII
 - a. Said instrument has been amended or modified by the following instrument;
Recorded: December 20, 1985 and January 17, 1992
Recording No.: 8512200152 and 9201170230
5. Agreement, including its terms, covenants and provisions;
Recorded: May 22, 1968
Recording No.: 930464
For: Permanent Easement Exchange

(Affects Parcels V, VII, XXV and XXVI)
 - a. Said instrument has been amended or modified by the following instrument;
Recorded: December 20, 1985 and January 17, 1992
Recording No.: 8512200152 and 9201170230

SCHEDULE B-I
(Continued)

6. Liability for maintenance of roadway as disclosed by instrument recorded under Auditor's File No. 930484.

(Affects Parcels V, VII, XXV and XXVI)
 - a. Said instrument has been amended or modified by the following instrument;
Recorded:December 20, 1985 and January 17, 1992
Recording No.:8512200152 and 9201170230

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

(Affects portion of Parcels I, III, V, VII, IX, X, XIII, XIV, XV, XVI, XVII, XVIII, XIX and XX through XXVI, inclusive and XXVIII)
 - a. Said instrument has been amended or modified by the following instrument;
Recorded:March 16, 1983
Recording No.:8303160098

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

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

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

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

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

SCHEDULE B-I

(Continued)

13. Terms and conditions as fully set forth in Notice of Continuing Forest Land Obligations recorded April 19, 2004 under Auditor's File No. 200404190410.
14. Liability for maintenance of roadway as disclosed by instrument recorded under Auditor's File No. 200404190410.
15. Terms and conditions as fully set forth in Special Warranty Deed recorded April 19, 2004 under Auditor's File No. 200404190409.
16. The subject property is presently classed as exempt from standard taxation. It may be subject to the collection of back taxes for a three to ten year period, depending upon the actual use classification of the property after sale and during its exempt status.

(Affects Parcels I through VIII, inclusive, Parcels XXVII and XXVIII)
17. Existence of roadways, constructive notice which is contained in Special Warranty Deed recorded under Auditor's File No. 200404190409, by the recital:
"Except that portion thereof lying within the boundaries of any existing county road."
18. Terms, covenants and conditions contained in Application for Current Use Classification, entered into pursuant to RCW 84.33 (including potential liability for future applicable taxes, penalties and interest upon breach of, or withdrawal from, said classification); notice of approval being recorded under
Recording No.:1092409
Records of:KITSAP County, Washington
Classification:Designated Forest Land

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

(Affects Parcel XXVII)

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

SCHEDULE B-I
(Continued)

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

21. General taxes for 2009, payable after February 15, 2009, which become delinquent after April 30, 2009, if first half not paid;
Amount:\$18.14
Tax Account No.:112401-1-018-1004
Affects:Parcel XI
Levy Code:6079
Land Value:\$245,700.00
Improvement Value:\$0.00
Total Assessed Value: \$245,700.00

22. General taxes for 2009, payable after February 15, 2009, which become delinquent after April 30, 2009, if first half not paid;
Amount:\$18.14
Tax Account No.:112401-1-019-1003
Affects:Parcel XII
Levy Code:6079
Land Value:\$245,700.00
Improvement Value:\$0.00
Total Assessed Value: \$245,700.00

23. General taxes for 2009, payable after February 15, 2009, which become delinquent after April 30, 2009, if first half not paid;
Amount:\$18.14
Tax Account No.:112401-3-027-1009
Affects:Parcel XIII
Levy Code:6079
Land Value:\$245,700.00
Improvement Value:\$0.00
Total Assessed Value: \$245,700.00

SCHEDULE B-I
(Continued)

24. General taxes for 2009, payable after February 15, 2009, which become delinquent after April 30, 2009, if first half not paid;
Amount:\$18.14
Tax Account No.:112401-3-028-1008
Affects:Parcel XIV
Levy Code:6079
Land Value:\$245,700.00
Improvement Value:\$0.00
Total Assessed Value: \$245,700.00
25. General taxes for 2009, payable after February 15, 2009, which become delinquent after April 30, 2009, if first half not paid;
Amount:\$18.14
Tax Account No.:112401-1-017-1005
Affects:Parcel XV
Levy Code:6079
Land Value:\$245,700.00
Improvement Value:\$0.00
Total Assessed Value: \$245,700.00
26. General taxes for 2009, payable after February 15, 2009, which become delinquent after April 30, 2009, if first half not paid;
Amount:\$18.14
Tax Account No.:112401-3-030-1004
Affects:Parcel XVI
Levy Code:6079
Land Value:\$245,700.00
Improvement Value:\$0.00
Total Assessed Value: \$245,700.00
27. General taxes for 2009, payable after February 15, 2009, which become delinquent after April 30, 2009, if first half not paid;
Amount:\$18.14
Tax Account No.:112401-4-001-1007
Affects:Parcel XVII
Levy Code:6079
Land Value:\$245,700.00
Improvement Value:\$0.00
Total Assessed Value: \$245,700.00

SCHEDULE B-I
(Continued)

28. General taxes for 2009, payable after February 15, 2009, which become delinquent after April 30, 2009, if first half not paid;
Amount:\$18.14
Tax Account No.:112401-4-002-1006
Affects:Parcel XVIII
Levy Code:6079
Land Value:\$245,700.00
Improvement Value:\$0.00
Total Assessed Value: \$245,700.00
29. General taxes for 2009, payable after February 15, 2009, which become delinquent after April 30, 2009, if first half not paid;
Amount:\$18.14
Tax Account No.:112401-4-003-1005
Affects:Parcel XIX
Levy Code:6079
Land Value:\$245,700.00
Improvement Value:\$0.00
Total Assessed Value: \$245,700.00
30. General taxes for 2009, payable after February 15, 2009, which become delinquent after April 30, 2009, if first half not paid;
Amount:\$18.14
Tax Account No.:112401-4-004-1004
Affects:Parcel XX
Levy Code:6079
Land Value:\$245,700.00
Improvement Value:\$0.00
Total Assessed Value: \$245,700.00
31. General taxes for 2009, payable after February 15, 2009, which become delinquent after April 30, 2009, if first half not paid;
Amount:\$18.14
Tax Account No.:112401-4-005-1003
Affects:Parcel XXI
Levy Code:6079
Land Value:\$245,700.00
Improvement Value:\$0.00
Total Assessed Value: \$245,700.00

SCHEDULE B-I
(Continued)

32. General taxes for 2009, payable after February 15, 2009, which become delinquent after April 30, 2009, if first half not paid;
Amount:\$18.14
Tax Account No.:112401-4-006-1002
Affects:Parcel XXII
Levy Code:6079
Land Value:\$245,700.00
Improvement Value:\$0.00
Total Assessed Value: \$245,700.00
33. General taxes for 2009, payable after February 15, 2009, which become delinquent after April 30, 2009, if first half not paid;
Amount:\$18.14
Tax Account No.:112401-4-007-1001
Affects:Parcel XXIII
Levy Code:6079
Land Value:\$245,700.00
Improvement Value:\$0.00
Total Assessed Value: \$245,700.00
34. General taxes for 2009, payable after February 15, 2009, which become delinquent after April 30, 2009, if first half not paid;
Amount:\$18.14
Tax Account No.:112401-4-008-1000
Affects:Parcel XXIV
Levy Code:6079
Land Value:\$245,700.00
Improvement Value:\$0.00
Total Assessed Value: \$245,700.00
35. General taxes for 2009, payable after February 15, 2009, which become delinquent after April 30, 2009, if first half not paid;
Amount:\$18.14
Tax Account No.:122401-2-007-1004
Affects:Parcel XXV
Levy Code:6029
Land Value:\$245,700.00
Improvement Value:\$0.00
Total Assessed Value: \$245,700.00

SCHEDULE B-I
(Continued)

36. General taxes for 2009, payable after February 15, 2009, which become delinquent after April 30, 2009, if first half not paid;
Amount:\$18.14
Tax Account No.:122401-2-008-1003
Affects:Parcel XXVI
Levy Code:8029
Land Value:\$245,700.00
Improvement Value:\$0.00
Total Assessed Value: \$245,700.00
37. Liens of real estate excise sales tax upon any sale of said premises, if unpaid.

Excise tax rate for Kitsap County is 1.78% plus \$5.00.

END SPECIAL EXCEPTIONS

BW/jt

The following matters will not be listed as Special Exceptions in Schedule B of the forthcoming policy to issue, and there will be no coverage for loss by these matters because they are excluded from coverage by the terms of the policy.

NOTE: In the event there is no activity on this file within six (6) months from the effective date, the cancellation fee may be billed.

MINIMUM CANCELLATION FEE (INCLUDING TAX): \$54.30

NOTE: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06) or ALTA Loan Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

SCHEDULE B-I
(Continued)

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

Brief Legal: NW/SW, NE/SW, SW/SW, SE/SW 1-24N-1W; NE/NE, SE/NE, NE/SW, SE/SW, NW/SE, NE/SE SE/SE, SW/SE 11-24N-1W & NW/NW 12-24N-1W; SE/SE & GOV'T LT 8, 2-24-1W

Tax Account Nos.: 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, 112401-1-016-1006, 112401-1-017-1005, 112401-1-018-1004, 112401-1-019-1003, 122401-2-007-1004, 122401-2-008-1003, 112401-3-027-1009, 112401-3-028-1008, 112401-4-001-1007, 112401-4-002-1006, 112401-4-003-1005, 112401-4-004-1004, 112401-3-029-1007, 112401-3-030-1004, 112401-4-005-1003, 112401-4-006-1002, 112401-4-007-1001, 112401-4-008-1000, 022401-4-025-1000 & 022401-4-002-1007

- B. NOTE: A Survey recorded under Auditor's File Nos. 1082858 and 3180648.

COMMITMENT FOR TITLE INSURANCE

Office File No.: E-229091

SCHEDULE C

The following are the requirements to be complied with:

1. Instruments necessary to create the estate or interest or mortgage to be insured must be properly executed, delivered, and duly filed for record.

END SCHEDULE C REQUIREMENTS

INFORMATION

Kitsap County Auditor Recording Fees

Effective January 1, 2008

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

** Other charges may apply

Land Title Company & Kitsap County Courthouse 2009 Holiday Schedule

January 1	* New Year's Day
January 19	* Martin Luther King Jr Birthday
February 16	* President's Day
May 25	* Memorial Day
July 3	* Independence Day
September 7	* Labor Day
November 11	* Veterans' Day
November 28/27	* Thanksgiving Break
December 25	* Christmas Day

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

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

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

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

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

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

Our Policies and Practices Regarding the Sharing of Your Personal Information

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

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

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

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

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

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

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

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

Multiple Products or Services

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

ENDORSEMENT
Issued by
Land Title Company of Kitsap County

SUPPLEMENTAL NO. 1 OF THIRD COMMITMENT

Attached to Commitment No.: E-229091
Seller Name: Kitsap County
Buyer Name: State of Washington - DNR

Date: April 7, 2009

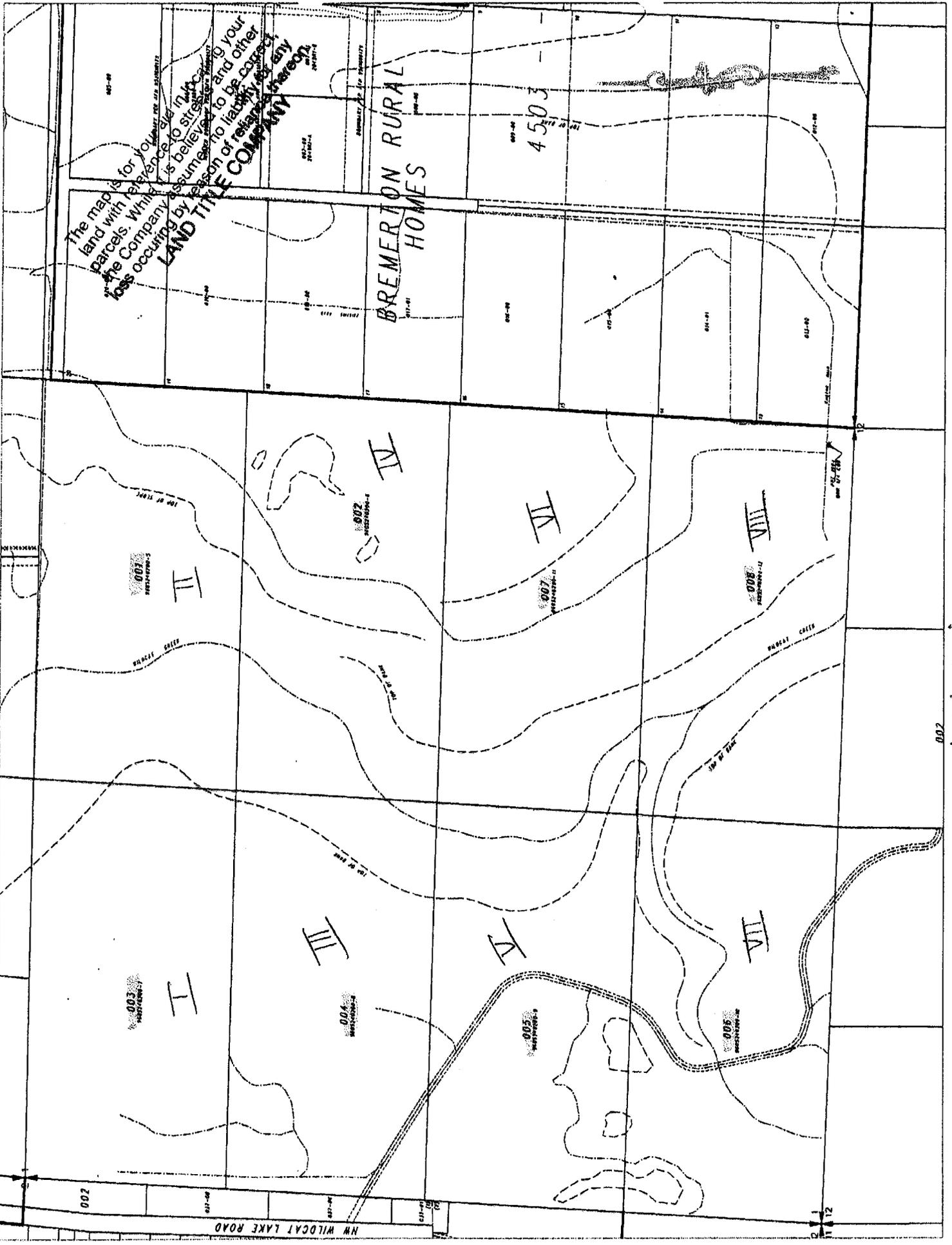
This endorsement is made a part of said Commitment including any prior endorsements and is subject to the schedules, terms and provisions and the conditions and stipulations therein, except as modified by the provisions hereof.

EFFECTIVE DATE: March 24, 2009 at 8:00 a.m.

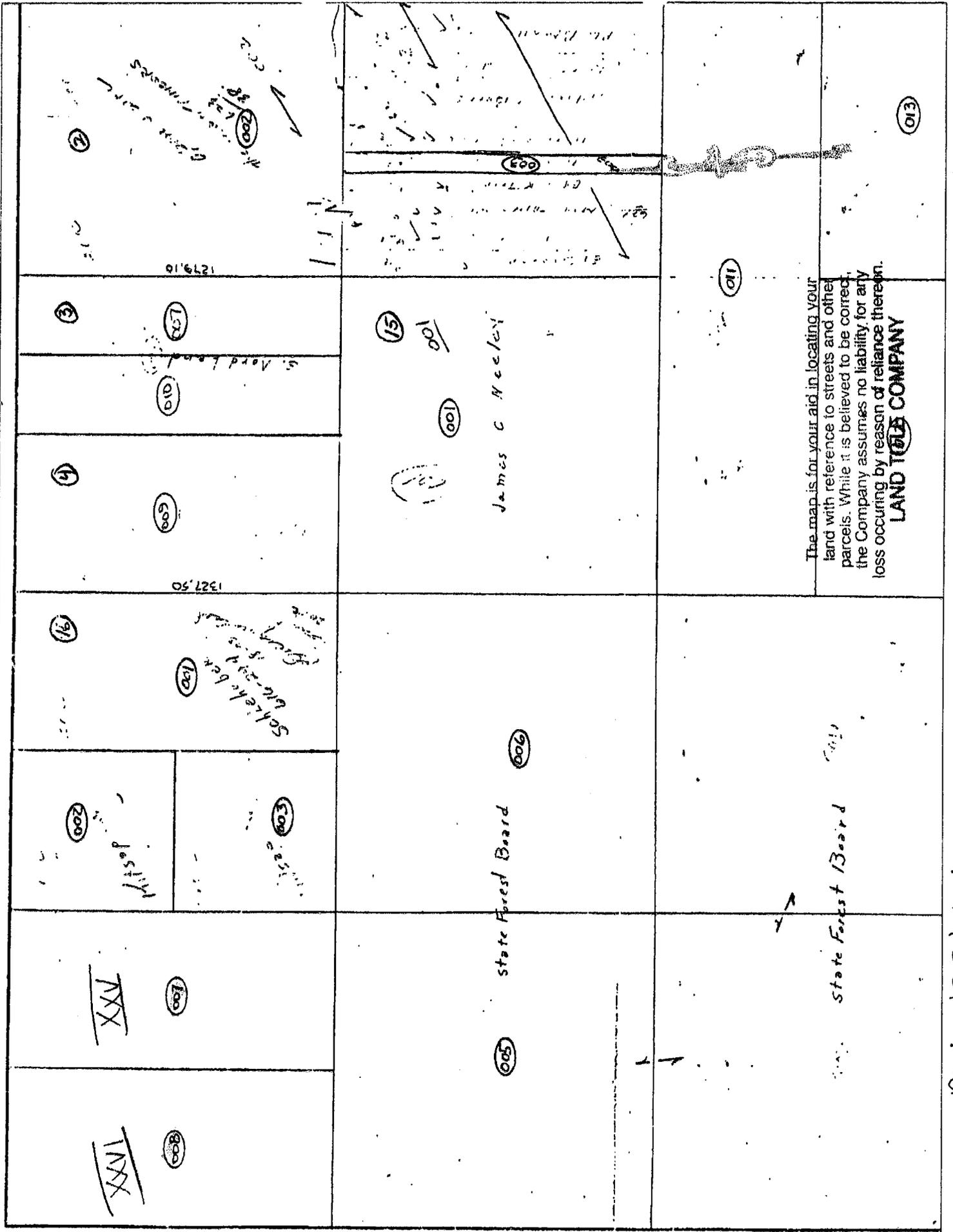
The land referred to in the Commitment is described as follows:

SEE EXHIBIT 'A' ATTACHED HERETO

BW



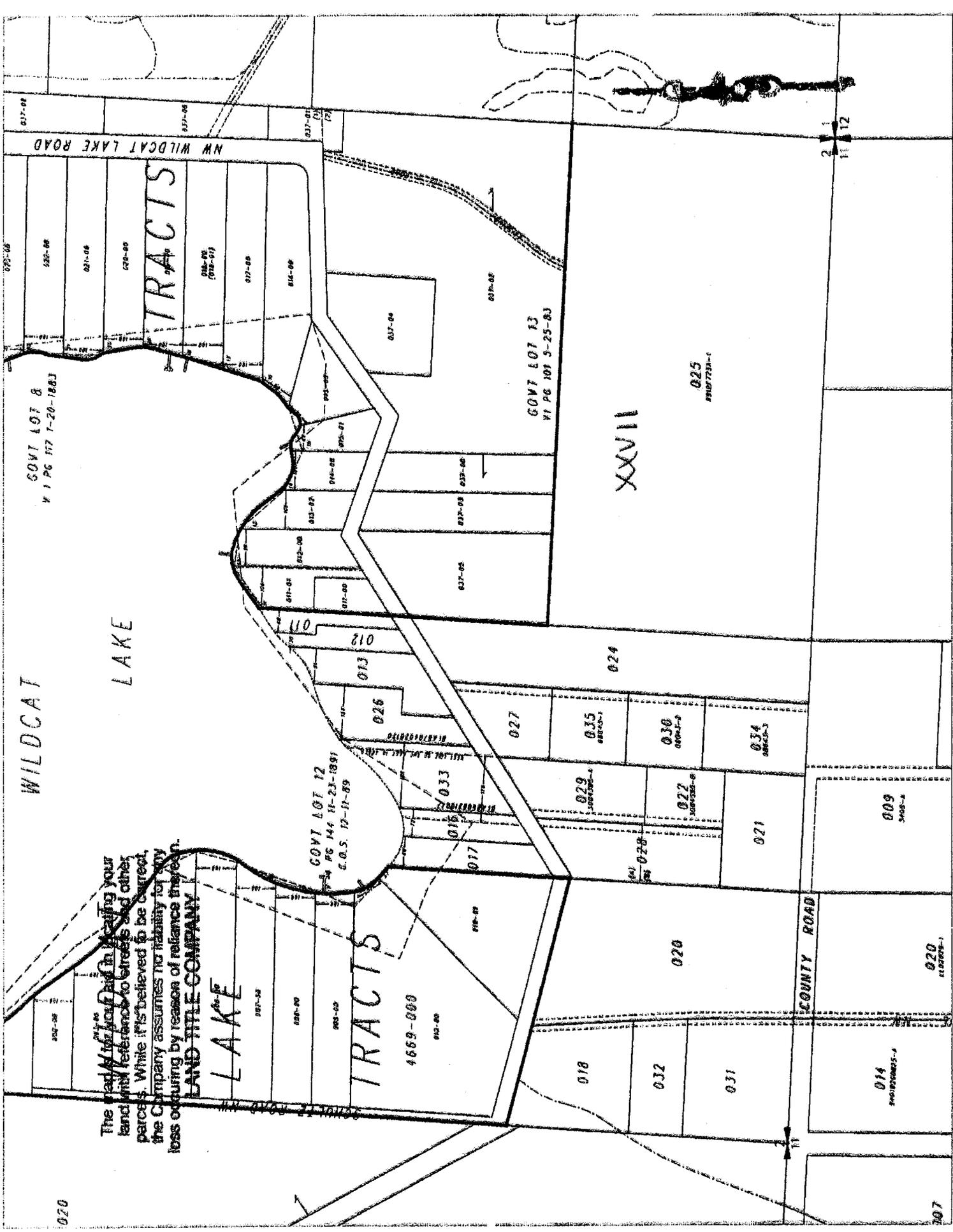
002
1-74-1W



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

LAND TITLE COMPANY

NW 12-24-1W



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

LAND TITLE COMPANY

LAKE

TRACTS

WILDCAT

LAKE

GOVT LOT 8
VI PG 177 7-20-1863

GOVT LOT 12
VI PG 14 11-23-1891
D.O.S. 12-11-89

GOVT LOT 13
VI PG 101 9-25-83

XXVII

025
891077238-C

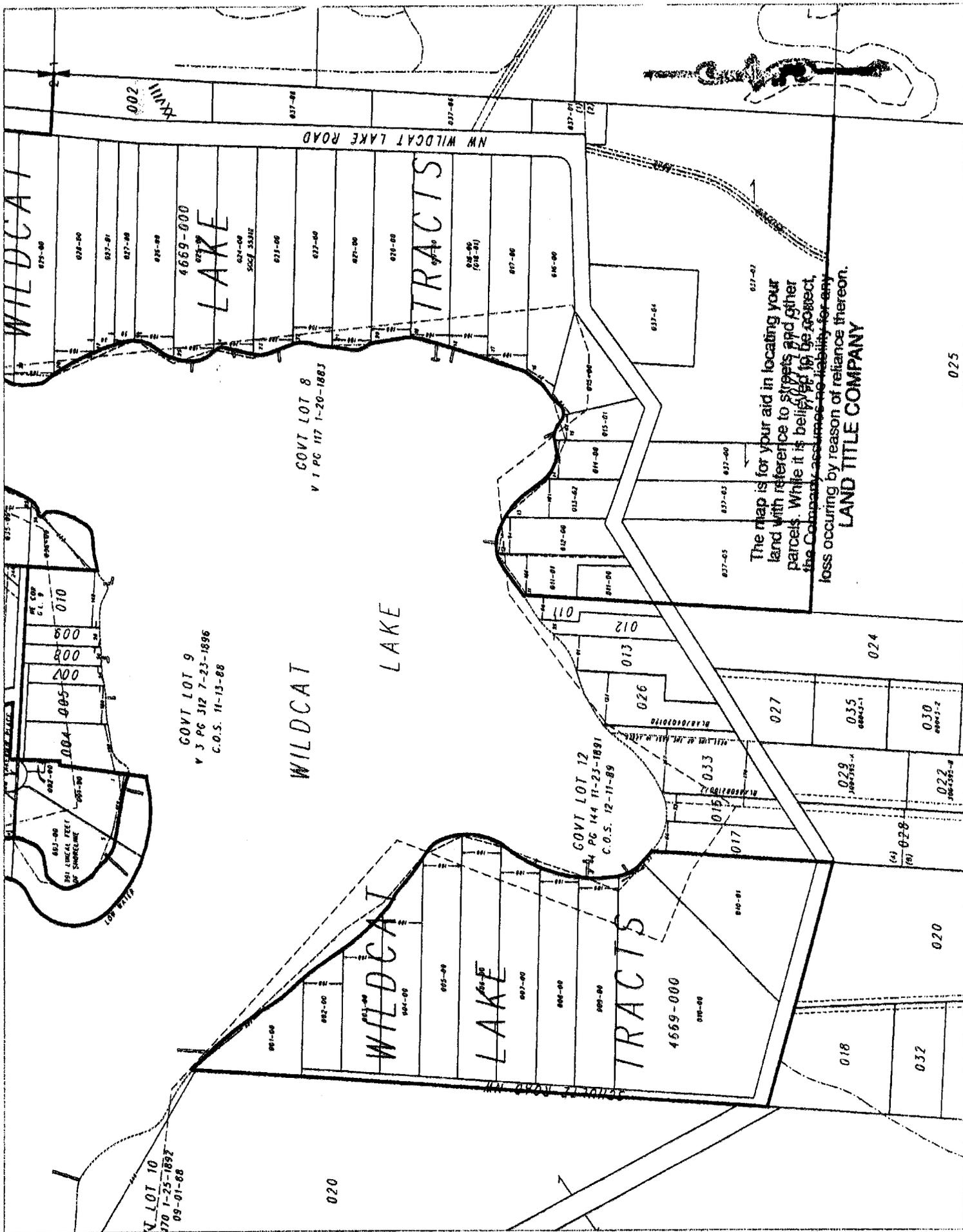
COUNTY ROAD

NW WILDCAT LAKE ROAD

2 1 12

020

007



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

LAND TITLE COMPANY

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

2009 WEB TAX STATEMENT

Printed:02/23/2009

KITSAP COUNTY

Account Number	** For Informational Purposes Only **
012401-3-002-1000	Process Number 2311421
	Taxpayer Name: KITSAP COUNTY

GENERAL TAX DISTRIBUTION			
	2008	2009	
2008 Total:	\$.00	2009 Total:	\$.00

Tax Property Description

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

VALUE INFORMATION FOR TAX		
	2008	2009
Land:	\$266,100	\$246,700
Improvements:	\$0	\$0
TOTAL VALUE:	\$266,100	\$246,700

Current Taxes		
ASSESSMENT	2008	2009
Asmt Total	\$.00	\$.00

Exemptions (if any):		
Total Qualifying Exemptions:	\$0	\$0

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

TOTAL TAXABLE VALUE:(Land + Improvements minus Qualifying Exemptions)
 \$0 \$0

Delinquent Section		
Year	Taxes Int/Pen to 2/2009	Total
Total Delinquent Amt Due:		\$.00
Total Collection Cost:		\$.00

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

TOTAL AMOUNT DUE: No Taxes Owing

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

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2009 WEB TAX STATEMENT

Printed:02/23/2009

KITSAP COUNTY

Account Number	** For Informational Purposes Only **
012401-3-003-1009	Process Number 2311439
Taxpayer Name: KITSAP COUNTY	

GENERAL TAX DISTRIBUTION	
2008	2009
2008 Total: \$0.00	2009 Total: \$0.00

Tax Property Description

01241W
 LOT 7, PAGE 1 OF SEGREGATION REQUEST RECORDED UNDER
 AUDITOR'S FILE NO. 9806240200; THE NORTH HALF OF THE
 NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1,
 TOWNSHIP 24 NORTH, RANGE 1 WEST, W.M., KITSAP COUNTY,
 WASHINGTON.

VALUE INFORMATION FOR TAX		
	2008	2009
Land:	\$256,100	\$246,700
Improvements:	\$0	\$0
TOTAL VALUE:	\$256,100	\$246,700

Current Taxes		
ASSESSMENT	2008	2009
Asmt Total	\$0.00	\$0.00

Exemptions (if any):		
Total Qualifying Exemptions:	\$0	\$0

**2009 General Property Tax +
 Assessments = \$0.00**

TOTAL TAXABLE VALUE: (Land + Improvements minus Qualifying Exemptions)
 \$0

Delinquent Section		
Year	Taxes Int/Pen to 2/2009	Total
Total Delinquent Amt Due:		\$0.00
Total Collection Cost:		\$0.00

Levy Code 6670	General Levy Rate per \$1000 10.0985
Voted Rate -- 32.4 % Voter Approved	

TOTAL AMOUNT DUE: No Taxes Owing

First half taxes paid after April 30th will incur interest plus penalty computed on the FULL year amount (REW 84.56.028).

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2009 WEB TAX STATEMENT

Printed:02/23/2009

KITSAP COUNTY

Account Number	** For Informational Purposes Only **
112401-4-004-1004	Process Number 2311322
Taxpayer Name: KITSAP COUNTY	

GENERAL TAX DISTRIBUTION			
2008		2009	
2008 Total:	\$.00	2009 Total:	\$.00

Tax Property Description

11241W
 LOT 10, PAGE 2 OF SEGREGATION REQUEST RECORDED UNDER
 AUDITOR'S FILE NO. 9805240200; THE EAST HALF OF THE NORTHEAST
 QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP
 24 NORTH, RANGE 1 WEST, W.M., KITSAP COUNTY, WASHINGTON.

VALUE INFORMATION FOR TAX		
	2008	2009
Land:	\$256,100	\$246,700
Improvements:	\$0	\$0
TOTAL VALUE:	\$256,100	\$246,700

Current Taxes		
ASSESSMENT	2008	2009
Noxious Weed	\$.24	\$.24
PPP	\$17.90	\$17.90
Amt Total	\$18.14	\$18.14

Exemptions (if any):		
Total Qualifying Exemptions:	\$0	\$0

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

TOTAL TAXABLE VALUE:(Land + Improvements minus Qualifying Exemptions)
 \$0 \$0

Delinquent Section		
Year	Taxes Int/Pen to 2/2009	Total
		\$.00
Total Delinquent Amt Due:		\$.00
Total Collection Cost:		\$.00

Levy Code 6079 General Levy Rate per \$1000 8.7938
 Voted Rate -- 37.2 % Voter Approved

TOTAL AMOUNT DUE: \$18.14

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

Account Number: 112401-4-004-1004 (2311322)	Parcel Location: No address on file
SECOND HALF - Pay or Postmark by October 31	

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

2

	TAX YEAR	Prev Tax Owning	Interest/ Penalty	TOTAL	
				Full	Half
Current:	2009				\$.00
Amount Due:					\$.00

KITSAP COUNTY

Make Remittance Payable To
 Kitsap County Treasurer - 614 Division Street - Port Orchard, WA
 98386

Account Number: 112401-4-003-1005 (2311314) Parcel Location: No address on file

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

1

FIRST HALF - Pay or Postmark by April 30

	TAX YEAR	Prev Tax Owing	Interest/ Penalty	TOTAL	
				Full	Half
Current:	2009			\$18.14	\$0.00
Collection				\$0.00	
Amount Due:				\$18.14	

KITSAP COUNTY

Make Remittance Payable To
 Kitsap County Treasurer - 814 Division Street - Port Orchard, WA
 98366

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 Kitsap County Treasurer
 P.O. Box 209,
 Bremerton, WA 98337

2009 WEB TAX STATEMENT

Printed: 02/23/2009

KITSAP COUNTY

Account Number	** For Informational Purposes Only **
112401-4-003-1005	Process Number 2311314
	Taxpayer Name: KITSAP COUNTY

GENERAL TAX DISTRIBUTION			
2008		2009	
2008 Total:	\$.00	2009 Total:	\$.00

Tax Property Description
 11241W
 LOT 9, PAGE 2 OF SEGREGATION REQUEST RECORDED UNDER
 AUDITOR'S FILE NO. 9605240200; THE WEST HALF OF THE NORTHEAST
 QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP
 24 NORTH, RANGE 1 WEST, W.M., KITSAP COUNTY, WASHINGTON.

VALUE INFORMATION FOR TAX		
	2008	2009
Land:	\$256,100	\$246,700
Improvements:	\$0	\$0
TOTAL VALUE:	\$256,100	\$246,700

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

Exemptions (if any):		
Total Qualifying Exemptions:	\$0	\$0

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

TOTAL TAXABLE VALUE: (Land + Improvements minus Qualifying Exemptions)
 \$0

Delinquent Section		
Year	Taxes Int/Pen to 2/2009	Total
		\$.00
Total Delinquent Amt Due:		\$.00
Total Collection Cost:		\$.00

Levy Code 6079 General Levy Rate per \$1000 8.7938
Voted Rate -- 37.2 % Voter Approved

TOTAL AMOUNT DUE: \$18.14

First half taxes paid after April 30th will incur interest plus penalty computed on the FULL year amount (RGW 84.58.029).

Account Number: 112401-4-003-1005	(2311314)	Parcel Location: No address on file
SECOND HALF - Pay or Postmark by October 31		

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

2

	TAX YEAR	Prev Tax Owning	Interest/ Penalty	TOTAL	
				Full	Half
Current:	2009			\$.00	\$.00
Amount Due:				\$.00	

KITSAP COUNTY

Make Remittance Payable To
 Kitsap County Treasurer - 614 Division Street - Port Orchard, WA
 98386

Account Number: 112401-4-002-1006 (2311306) Parcel Location: No address on file

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

1

FIRST HALF - Pay or Postmark by April 30					
	TAX YEAR	Prev Tax Owning	Interest/ Penalty	TOTAL	
				Full	Half
Current:	2009			\$18.14	\$0.00
Collection				\$0.00	
Amount Due:				\$18.14	

KITSAP COUNTY

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

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

2009 WEB TAX STATEMENT

Printed:02/23/2009

KITSAP COUNTY

Account Number	** For Informational Purposes Only **
112401-4-002-1008	Process Number 2311308
	Taxpayer Name: KITSAP COUNTY

GENERAL TAX DISTRIBUTION			
2008		2009	
2008 Total:	\$ 0.00	2009 Total:	\$ 0.00

Tax Property Description

11241W
 LOT 8, PAGE 2 OF SEGREGATION REQUEST RECORDED UNDER
 AUDITOR'S FILE NO. 9805240290; THE EAST HALF OF THE NORTHWEST
 QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP
 24 NORTH, RANGE 1 WEST, W.M., KITSAP COUNTY, WASHINGTON.

VALUE INFORMATION FOR TAX		
	2008	2009
Land:	\$256,100	\$246,700
Improvements:	\$0	\$0
TOTAL VALUE:	\$256,100	\$246,700

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

Exemptions (if any):		
Total Qualifying Exemptions:	\$0	\$0

2009 General Property Tax + Assessments = \$18.14

TOTAL TAXABLE VALUE: (Land + Improvements minus Qualifying Exemptions)
 \$0

Delinquent Section		
Year	Taxes In/Pen to 2/2009	Total
Total Delinquent Amt Due:		\$0.00
Total Collection Cost:		\$0.00

Levy Code 6079 General Levy Rate per \$1000 8.7938
Voted Rate -- 37.2 % Voter Approved

TOTAL AMOUNT DUE: \$18.14

First half taxes paid after April 30th will incur interest plus penalty computed on the FULL year amount (ROW 64.58.020).

Account Number: 112401-4-002-1008 (2311308) Parcel Location: No address on file
 SECOND HALF - Pay or Postmark by October 31

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

2

	TAX YEAR	Prev Tax Owning	Interest/ Penalty	TOTAL	
				Full	Half
Current:	2009				\$0.00
Amount Due:					\$0.00

KITSAP COUNTY

Make Remittance Payable To
 Kitsap County Treasurer - 614 Division Street - Port Orchard, WA 98386

Account Number: 112401-4-001-1007 (2311296) Parcel Location: No address on file

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

1

FIRST HALF - Pay or Postmark by April 30

	TAX YEAR	Prev Tax Owning	Interest/ Penalty	TOTAL	
				Full	Half
Current:	2009			\$18.14	\$0.00
Collection				\$0.00	
Amount Due:					\$18.14

KITSAP COUNTY

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

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

2009 WEB TAX STATEMENT

Printed: 02/23/2009

KITSAP COUNTY

Account Number	** For Informational Purposes Only **
112401-4-001-1007	Process Number 2311298
Taxpayer Name: KITSAP COUNTY	

GENERAL TAX DISTRIBUTION			
2008		2009	
2008 Total:	\$ 0.00	2009 Total:	\$ 0.00

Tax Property Description

11241W
 LOT 7, PAGE 2 OF SEGREGATION REQUEST RECORDED UNDER
 AUDITOR'S FILE NO. 9805240200; THE WEST HALF OF THE NORTHWEST
 QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP
 24 NORTH, RANGE 1 WEST, W.M., KITSAP COUNTY, WASHINGTON.

VALUE INFORMATION FOR TAX			
	2008	2009	
Land:	\$256,100	\$246,700	
Improvements:	\$0	\$0	
TOTAL VALUE:	\$256,100	\$246,700	

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

Exemptions (if any):			
Total Qualifying Exemptions:	\$0		\$0

2009 General Property Tax + Assessments = \$18.14

TOTAL TAXABLE VALUE: (Land + Improvements minus Qualifying Exemptions)
 \$0

Delinquent Section			
Year	Taxes Int/Pen to 2/2009	Total	
Total Delinquent Amt Due:		\$ 0.00	
Total Collection Cost:		\$ 0.00	

Levy Code 6079 General Levy Rate per \$1000 8.7838
 Voted Rate -- 37.2 % Voter Approved

TOTAL AMOUNT DUE: \$18.14

First half taxes paid after April 30th will incur interest plus penalty computed on the FULL year amount (RGW 84.56.028).

Account Number: 112401-4-001-1007 (2311298)	Parcel Location: No address on file
SECOND HALF - Pay or Postmark by October 31	

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

2

	TAX YEAR	Prev Tax Owning	Interest/ Penalty	TOTAL	
				Full	Half
Current:	2009				\$ 0.00
Amount Due:					\$ 0.00

KITSAP COUNTY

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

Account Number: 112401-3-028-1008 (2311264) Parcel Location: No address on file

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

1

FIRST HALF - Pay or Postmark by April 30

	TAX YEAR	Prev Tax Owing	Interest/ Penalty	TOTAL	
				Full	Half
Current:	2009			\$18.14	\$0.00
Collection				\$0.00	
Amount Due:				\$18.14	

KITSAP COUNTY

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

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

2009 WEB TAX STATEMENT

Printed: 02/23/2009

KITSAP COUNTY

Account Number	** For Informational Purposes Only **
112401-3-028-1008	Process Number 2311264
Taxpayer Name: KITSAP COUNTY	

GENERAL TAX DISTRIBUTION			
2008		2009	
2008 Total:	\$0.00	2009 Total:	\$0.00

Tax Property Description
 11241W
 LOT 6, PAGE 2 OF SEGREGATION REQUEST RECORDED UNDER
 AUDITOR'S FILE NO. 9805240200; THE EAST HALF OF THE NORTHEAST
 QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP
 24 NORTH, RANGE 1 WEST, W.M., KITSAP COUNTY, WASHINGTON.

VALUE INFORMATION FOR TAX		
	2008	2009
Land:	\$256,100	\$246,700
Improvements:	\$0	\$0
TOTAL VALUE:	\$256,100	\$246,700

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

Exemptions (if any):		
Total Qualifying Exemptions:	\$0	\$0

2009 General Property Tax + Assessments = \$18.14

TOTAL TAXABLE VALUE: (Land + Improvements minus Qualifying Exemptions)
 \$0

Delinquent Section		
Year	Taxes Int/Pen to 2/2009	Total
Total Delinquent Amt Due:		\$0.00
Total Collection Cost:		\$0.00

Levy Code 6079 General Levy Rate per \$1000 8.7938
 Voted Rate -- 37.2 % Voter Approved

TOTAL AMOUNT DUE: \$18.14

First half taxes paid after April 30th will incur interest plus penalty computed on the FULL year amount (RCW 64.56.020).

Account Number: 112401-3-028-1008 (2311264)	Parcel Location: No address on file																			
If you did not make a first half payment or pay the delinquent taxes listed, if any, call (360) 337-7135 for delinquent tax, interest and penalty due. Delinquent payments received without interest and penalty will be returned. See Treasurer Information link.	2																			
	SECOND HALF - Pay or Postmark by October 31																			
	<table border="1"> <thead> <tr> <th rowspan="2"></th> <th rowspan="2">TAX YEAR</th> <th rowspan="2">Prev Tax Owing</th> <th rowspan="2">Interest/ Penalty</th> <th colspan="2">TOTAL</th> </tr> <tr> <th>Full</th> <th>Half</th> </tr> </thead> <tbody> <tr> <td>Current:</td> <td>2009</td> <td></td> <td></td> <td></td> <td>\$0.00</td> </tr> <tr> <td colspan="4">Amount Due:</td> <td></td> <td>\$0.00</td> </tr> </tbody> </table>		TAX YEAR	Prev Tax Owing	Interest/ Penalty	TOTAL		Full	Half	Current:	2009				\$0.00	Amount Due:				
	TAX YEAR					Prev Tax Owing	Interest/ Penalty	TOTAL												
		Full	Half																	
Current:	2009				\$0.00															
Amount Due:					\$0.00															

KITSAP COUNTY

Make Remittance Payable To
 Kitsap County Treasurer - 814 Division Street - Port Orchard, WA 98366

Account Number: 112401-3-027-1009 (2311256)

Parcel Location: No address on file

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

1

FIRST HALF - Pay or Postmark by April 30

	TAX YEAR	Prev Tax Owing	Interest/ Penalty	TOTAL	
				Full	Half
Current:	2008			\$18.14	\$0.00
Collection:				\$0.00	
Amount Due:				\$18.14	

KITSAP COUNTY

Make Remittance Payable To
 Kitsap County Treasurer - 614 Division Street - Port Orchard, WA
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2009 WEB TAX STATEMENT

Printed:02/23/2009

KITSAP COUNTY

Account Number	** For Informational Purposes Only **
112401-3-027-1009	Process Number 2311256
Taxpayer Name: KITSAP COUNTY	
Tax Property Description	

GENERAL TAX DISTRIBUTION			
2008		2009	
2008 Total:	\$0.00	2009 Total:	\$0.00

11241W
 LOT 5, PAGE 2 OF SEGREGATION REQUEST RECORDED UNDER
 AUDITOR'S FILE NO. 9605240200; THE WEST HALF OF THE NORTHEAST
 QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP
 24 NORTH, RANGE 1 WEST, W.M., KITSAP COUNTY, WASHINGTON.

VALUE INFORMATION FOR TAX		
	2008	2009
Land:	\$256,100	\$246,700
Improvements:	\$0	\$0
TOTAL VALUE:	\$256,100	\$246,700

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

Exemptions (if any):		
Total Qualifying Exemptions:	\$0	\$0

2009 General Property Tax + Assessments = \$18.14

TOTAL TAXABLE VALUE:(Land + Improvements minus Qualifying Exemptions)
 \$0 \$0

Delinquent Section		
Year	Taxes Int/Pen to 2/2009	Total
Total Delinquent Amt Due:		\$0.00
Total Collection Cost:		\$0.00

Levy Code 6079 General Levy Rate per \$1000 8.7938
 Voted Rate -- 37.2 % Voter Approved

TOTAL AMOUNT DUE: \$18.14

First half taxes paid after April 30th will incur interest plus penalty computed on the FULL year amount (RGW 84.66.020).

Account Number: 112401-3-027-1009 (2311256) Parcel Location: No address on file
 SECOND HALF - Pay or Postmark by October 31

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

2

	TAX YEAR	Prev Tax Owning	Interest/ Penalty	TOTAL	
				Full	Half
Current:	2009				\$0.00
Amount Due:					\$0.00

KITSAP COUNTY

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

Account Number: 122401-2-008-1003 (2311188)

Parcel Location: No address on file

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

1

FIRST HALF - Pay or Postmark by April 30

	TAX YEAR	Prev Tax Owing	Interest/ Penalty	TOTAL	
				Full	Half
Current:	2009			\$18.14	\$0.00
Collection				\$0.00	
Amount Due:				\$18.14	

KITSAP COUNTY

Make Remittance Payable To
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2009 WEB TAX STATEMENT

Printed:02/23/2009

KITSAP COUNTY

Account Number	** For Informational Purposes Only **
122401-2-008-1003	Process Number 2311199
	Taxpayer Name: KITSAP COUNTY

GENERAL TAX DISTRIBUTION			
2008		2009	
2008 Total:	\$0.00	2009 Total:	\$0.00

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

VALUE INFORMATION FOR TAX		
	2008	2009
Land:	\$256,100	\$245,700
Improvements:	\$0	\$0
TOTAL VALUE:	\$256,100	\$245,700

Current Taxes		
	2008	2009
ASSESSMENT		
Noxious Weed	\$.24	\$.24
FFP	\$17.90	\$17.90
Amnt Total	\$18.14	\$18.14

Exemptions (if any):	
Total Qualifying Exemptions:	\$0

2009 General Property Tax + Assessments = \$18.14

TOTAL TAXABLE VALUE: (Land + Improvements minus Qualifying Exemptions)
 \$0

Delinquent Section		
Year	Taxes Int/Pen to 2/2009	Total
Total Delinquent Amt Due:		\$0.00
Total Collection Cost:		\$0.00

Levy Code 6029 General Levy Rate per \$1000 8.4475
 Voted Rate -- 38.7 % Voter Approved

TOTAL AMOUNT DUE: \$18.14

First half taxes paid after April 30th will incur interest plus penalty computed on the FULL year amount (RGW 84.66.020).

Account Number: 122401-2-008-1003 (2311199) Parcel Location: No address on file
 SECOND HALF - Pay or Postmark by October 31

If you did not make a first half payment or pay the delinquent taxes listed, if any, call (360) 337-7136 for delinquent tax, interest and penalty due. Delinquent payments received without interest and penalty will be returned. See Treasurer Information link.

2

	TAX YEAR	Prev Tax Owning	Interest/ Penalty	TOTAL	
				Full	Half
Current:	2009				\$0.00
Amount Due:					\$0.00

KITSAP COUNTY

Make Remittance Payable To
 Kitsap County Treasurer - 814 Division Street - Port Orchard, WA 98366

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

Parcel Location: No address on file

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

1

FIRST HALF - Pay or Postmark by April 30

	TAX YEAR	Prev Tax Owing	Interest/ Penalty	TOTAL	
				Full	Half
Current:	2008			\$18.14	\$00
Collection				\$00	
Amount Due:				\$18.14	

KITSAP COUNTY

Make Remittance Payable To
 Kitsap County Treasurer - 614 Division Street - Port Orchard, WA
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2009 WEB TAX STATEMENT

Printed:02/23/2009

KITSAP COUNTY

Account Number	** For Informational Purposes Only **
122401-2-007-1004	Process Number 2311181
	Taxpayer Name: KITSAP COUNTY

GENERAL TAX DISTRIBUTION			
2008		2009	
2008 Total:	\$0.00	2009 Total:	\$0.00

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

VALUE INFORMATION FOR TAX			
	2008		2009
Land:	\$256,100		\$246,700
Improvements:	\$0		\$0
TOTAL VALUE:	\$256,100		\$246,700

Current Taxes			
ASSESSMENT	2008	2009	
Noxious Weed	\$0.24	\$0.24	
FFP	\$17.90	\$17.90	
Asmt Total	\$18.14	\$18.14	

Exemptions (if any):		
Total Qualifying Exemptions:	\$0	\$0

2009 General Property Tax + Assessments = \$18.14

TOTAL TAXABLE VALUE: (Land + Improvements minus Qualifying Exemptions)
 \$0

Delinquent Section		
Year	Taxes Int/Pen to 2/2009	Total
Total Delinquent Amt Due:		\$0.00
Total Collection Cost:		\$0.00

Levy Code 6029 General Levy Rate per \$1000 8.4476
 Voted Rate -- 38.7 % Voter Approved

TOTAL AMOUNT DUE: \$18.14

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

Account Number: 122401-2-007-1004 (2311181)	Parcel Location: No address on file
	SECOND HALF - Pay or Postmark by October 31

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

2

	TAX YEAR	Prev Tax Owning	Interest/ Penalty	TOTAL	
				Full	Half
Current:	2009				\$0.00
Amount Due:					\$0.00

KITSAP COUNTY

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

Account Number: 112401-1-019-1003 (2311249)

Parcel Location: No address on file

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

1

FIRST HALF - Pay or Postmark by April 30

	TAX YEAR	Prev Tax Owning	Interest/ Penalty	TOTAL	
				Full	Half
Current:	2009			\$18.14	\$0.00
Collection				\$0.00	
Amount Due:				\$18.14	

KITSAP COUNTY

Make Remittance Payable To
Kitsap County Treasurer - 614 Division Street - Port Orchard, WA
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2009 WEB TAX STATEMENT

Printed:02/23/2009

KITSAP COUNTY

Account Number
112401-1-019-1003

**** For Informational Purposes Only ****

Process Number 2311249

Taxpayer Name:
 KITSAP COUNTY

GENERAL TAX DISTRIBUTION			
2008		2009	
2008 Total:	\$0.00	2009 Total:	\$0.00

Tax Property Description

11241W
 LOT 4, PAGE 2 OF SEGREGATION REQUEST RECORDED UNDER
 AUDITOR'S FILE NO. 9806240200; THE WEST HALF OF THE SOUTHEAST
 QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP
 24 NORTH, RANGE 1 WEST, W.M., KITSAP COUNTY, WASHINGTON.

VALUE INFORMATION FOR TAX			
	2008	2009	
Land:	\$256,100	\$245,700	
Improvements:	\$0	\$0	
TOTAL VALUE:	\$256,100	\$245,700	

Current Taxes			
ASSESSMENT	2008	2009	
Noxious Weed	\$24	\$24	
FFP	\$17.90	\$17.90	
Asmt Total	\$18.14	\$18.14	

Exemptions (if any):	
Total Qualifying Exemptions:	\$0

2009 General Property Tax + Assessments = \$18.14

TOTAL TAXABLE VALUE: (Land + Improvements minus Qualifying Exemptions)
 \$0

Delinquent Section			
Year	Taxes Int/Pen to 2/2009	Total	
		\$0.00	
Total Delinquent Amt Due:		\$0.00	
Total Collection Cost:		\$0.00	

Levy Code 8079 General Levy Rate per \$1000 8.7938
 Voted Rate -- 37.2 % Voter Approved

TOTAL AMOUNT DUE: \$18.14

First half taxes paid after April 30th will incur interest plus penalty computed on the FULL year amount (RCW 84.58.020).

Account Number: 112401-1-019-1003 (2311249)

Parcel Location: No address on file
 SECOND HALF - Pay or Postmark by October 31

If you did not make a first half payment or pay the delinquent taxes listed, if any, call (360) 337-7138 for delinquent tax, interest and penalty due. Delinquent payments received without interest and penalty will be returned. See Treasurer Information link.

2

	TAX YEAR	Prev Tax Owng	Interest/ Penalty	TOTAL	
				Full	Half
Current:	2009			\$0.00	\$0.00
Amount Due:				\$0.00	

KITSAP COUNTY

Make Remittance Payable To
 Kitsap County Treasurer - 514 Division Street - Port Orchard, WA 98366

Account Number: 112401-1-018-1004 (2311231) Parcel Location: No address on file

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

1

FIRST HALF - Pay or Postmark by April 30

	TAX YEAR	Prev Tax Owning	Interest/ Penalty	TOTAL	
				Full	Half
Current:	2009			\$18.14	\$0.00
Collection				\$0.00	
Amount Due:				\$18.14	

KITSAP COUNTY

Make Remittance Payable To
 Kitsap County Treasurer - 814 Division Street - Port Orchard, WA
 98366

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2009 WEB TAX STATEMENT

Printed: 02/23/2009

KITSAP COUNTY

Account Number	** For Informational Purposes Only **
112401-1-018-1004	Process Number 2311231
	Taxpayer Name: KITSAP COUNTY

GENERAL TAX DISTRIBUTION			
	2008	2009	
2008 Total:	\$0.00	2009 Total:	\$0.00

Tax Property Description
 11241W
 LOT 3, PAGE 2 OF SEGREGATION REQUEST RECORDED UNDER
 AUDITOR'S FILE NO. 9805240200; THE EAST HALF OF THE SOUTHEAST
 QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP
 24 NORTH, RANGE 1 WEST, W.M., KITSAP COUNTY, WASHINGTON.

VALUE INFORMATION FOR TAX		
	2008	2009
Land:	\$256,100	\$245,700
Improvements:	\$0	\$0
TOTAL VALUE:	\$256,100	\$245,700

Current Taxes		
	2008	2009
ASSESSMENT		
Noxious Weed	\$24	\$24
PPP	\$17.90	\$17.90
Asmt Total	\$18.14	\$18.14

Exemptions (if any):		\$0
Total Qualifying Exemptions:	\$0	\$0

2009 General Property Tax + Assessments = \$18.14

TOTAL TAXABLE VALUE: (Land + Improvements minus Qualifying Exemptions)
 \$0

Delinquent Section		
Year	Taxes Int/Pen to 2/2009	Total
Total Delinquent Amt Due:		\$0.00
Total Collection Cost:		\$0.00

Levy Code 6079 General Levy Rate per \$1000 8.7938
 Voted Rate -- 37.2 % Voter Approved

TOTAL AMOUNT DUE: \$18.14

First half taxes paid after April 30th will incur interest plus penalty computed on the FULL year amount (RCW 84.56.028).

Account Number: 112401-1-018-1004 (2311231) Parcel Location: No address on file
 SECOND HALF - Pay or Postmark by October 31

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

2

	TAX YEAR	Prev Tax Owning	Interest/ Penalty	TOTAL	
				Full	Half
Current:	2009				\$0.00
Amount Due:					\$0.00

KITSAP COUNTY

Make Remittance Payable To
 Kitsap County Treasurer - 814 Division Street - Port Orchard, WA 98386

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

Parcel Location: No address on file

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

1

FIRST HALF - Pay or Postmark by April 30

	TAX YEAR	Prev Tax Owning	Interest/ Penalty	TOTAL	
				Full	Half
Current:	2009			\$18.14	\$0.00
Collection				\$0.00	
Amount Due:				\$18.14	

KITSAP COUNTY

Make Remittance Payable To
 Kitsap County Treasurer - 814 Division Street - Port Orchard, WA
 98366

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2009 WEB TAX STATEMENT

Printed: 02/23/2009

KITSAP COUNTY

Account Number ** For Informational Purposes Only **
 112401-1-017-1005 Process Number 2311223
 Taxpayer Name:
 KITSAP COUNTY

GENERAL TAX DISTRIBUTION			
2008		2009	
2008 Total:	\$ 0.00	2009 Total:	\$ 0.00

Tax Property Description
 11241W
 LOT 2, PAGE 2 OF SEGREGATION REQUEST RECORDED UNDER
 AUDITOR'S FILE NO. 9805240200; THE WEST HALF OF THE NORTHEAST
 QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP
 24 NORTH, RANGE 1 WEST, W.M., KITSAP COUNTY, WASHINGTON.

VALUE INFORMATION FOR TAX		
	2008	2009
Land:	\$256,100	\$245,700
Improvements:	\$0	\$0
TOTAL VALUE:	\$256,100	\$245,700

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

Exemptions (if any):		2009
Total Qualifying Exemptions:	\$0	\$0

2009 General Property Tax + Assessments = \$18.14

TOTAL TAXABLE VALUE: (Land + Improvements minus Qualifying Exemptions)
 \$0 \$0

Delinquent Section		
Year	Taxes Int/Pen to 2/2009	Total
Total Delinquent Amt Due:		\$0.00
Total Collection Cost:		\$0.00

Levy Code 6079 General Levy Rate per \$1000 8.7938
 Voted Rate -- 37.2 % Voter Approved

TOTAL AMOUNT DUE: \$18.14

First half taxes paid after April 30th will incur interest plus penalty computed on the FULL year amount (RCW 84.56.026).

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

Parcel Location: No address on file
 SECOND HALF - Pay or Postmark by October 31

If you did not make a first half payment or pay the delinquent taxes listed, if any, call (360) 337-7136 for delinquent tax, interest and penalty due. Delinquent payments received without interest and penalty will be returned. See Treasurer Information link.

2

	TAX YEAR	Prev Tax Owing	Interest/ Penalty	TOTAL	
				Full	Half
Current:	2009			\$0.00	\$0.00
Amount Due:				\$0.00	

KITSAP COUNTY

Make Remittance Payable To
 Kitsap County Treasurer - 814 Division Street - Port Orchard, WA 98366

Account Number: 112401-1-016-1006 (2311207) Parcel Location: No address on file

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

1

FIRST HALF - Pay or Postmark by April 30

	TAX YEAR	Prev Tax Owning	Interest/ Penalty	TOTAL	
				Full	Half
Current:	2009			\$18.14	\$0.00
Collection				\$0.00	
Amount Due:				\$18.14	

KITSAP COUNTY

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

Tax Statement

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2009 WEB TAX STATEMENT

Printed: 02/23/2009

KITSAP COUNTY

Account Number
 112401-1-016-1006

Process Number 2311207

Taxpayer Name:
 KITSAP COUNTY

** For Informational Purposes Only **

GENERAL TAX DISTRIBUTION			
2008		2009	
2008 Total:	\$0.00	2009 Total:	\$0.00

Tax Property Description

11241W
 LOT 1, PAGE 2 OF SEGREGATION REQUEST RECORDED UNDER
 AUDITOR'S FILE NO. 9805240200; THE EAST HALF OF THE NORTHEAST
 QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP
 24 NORTH, RANGE 1 WEST, W.M., KITSAP COUNTY, WASHINGTON.

VALUE INFORMATION FOR TAX		
	2008	2009
Land:	\$256,100	\$246,700
Improvements:	\$0	\$0
TOTAL VALUE:	\$256,100	\$246,700

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

Exemptions (if any):	
Total Qualifying Exemptions:	\$0

2009 General Property Tax + Assessments = \$18.14

TOTAL TAXABLE VALUE: (Land + Improvements minus Qualifying Exemptions)
 \$0

Delinquent Section		
Year	Taxes Int/Pen to 2/2009	Total
Total Delinquent Amt Due:		\$0.00
Total Collection Cost:		\$0.00

Levy Code 6079 General Levy Rate per \$1000 8.7938
 Voted Rate -- 37.2 % Voter Approved

TOTAL AMOUNT DUE: \$18.14

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

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

Parcel Location: No address on file
 SECOND HALF - Pay or Postmark by October 31

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

2

	TAX YEAR	Prev Tax Owning	Interest/ Penalty	TOTAL	
				Full	Half
Current:	2009				\$0.00
Amount Due:					\$0.00

KITSAP COUNTY

Make Remittance Payable To
 Kitsap County Treasurer - 614 Division Street - Port Orchard, WA 98386

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

2009 WEB TAX STATEMENT

Printed:02/23/2009

KITSAP COUNTY

Account Number	** For Informational Purposes Only **
012401-3-008-1004	Process Number 2311488
Taxpayer Name: KITSAP COUNTY	

GENERAL TAX DISTRIBUTION			
2008		2009	
2008 Total:	\$.00	2009 Total:	\$.00

Tax Property Description

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

VALUE INFORMATION FOR TAX

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

Current Taxes		
ASSESSMENT	2008	2009
Asmt Total	\$.00	\$.00

Exemptions (if any):		
Total Qualifying Exemptions:	\$0	\$0

2009 General Property Tax + Assessments = \$.00

TOTAL TAXABLE VALUE:(Land + Improvements minus Qualifying Exemptions)
 \$0

Delinquent Section		
Year	Taxes Int/Pen to 2/2009	Total
Total Delinquent Amt Due:		\$.00
Total Collection Cost:		\$.00

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

TOTAL AMOUNT DUE: No Taxes Owing

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

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

2009 WEB TAX STATEMENT

Printed: 02/23/2009

KITSAP COUNTY

Account Number	** For Informational Purposes Only **
012401-3-007-1005	Process Number 2311470
	Taxpayer Name: KITSAP COUNTY

GENERAL TAX DISTRIBUTION		
	2008	2009
2008 Total:	\$0.00	2009 Total: \$0.00

Tax Property Description

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

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

Current Taxes		
ASSESSMENT	2008	2009
Asmt Total	\$0.00	\$0.00

2009 General Property Tax + Assessments = \$0.00

Delinquent Section		
Year	Taxes Int/Pen to 2/2009	Total
Total Delinquent Amt Due:		\$0.00
Total Collection Cost:		\$0.00

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

TOTAL AMOUNT DUE: No Taxes Owing

First half taxes paid after April 30th will incur interest plus penalty computed on the FULL year amount (RCW 84.86.020).

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

2009 WEB TAX STATEMENT

Printed:02/23/2009

KITSAP COUNTY

Account Number	** For Informational Purposes Only **
012401-3-006-1006	Process Number 2311462
Taxpayer Name: KITSAP COUNTY	

GENERAL TAX DISTRIBUTION			
2008		2009	
2008 Total:	\$.00	2009 Total:	\$.00

Tax Property Description

01241W
 LOT 10, PAGE 1 OF SEGREGATION REQUEST RECORDED UNDER
 AUDITOR'S FILE NO. 9805240200; THE SOUTH HALF OF THE
 SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1,
 TOWNSHIP 24 NORTH, RANGE 1 WEST, W.M., KITSAP COUNTY,
 WASHINGTON.

VALUE INFORMATION FOR TAX		
	2008	2009
Land:	\$256,100	\$245,700
Improvements:	\$0	\$0
TOTAL VALUE:	\$256,100	\$245,700

Current Taxes		
ASSESSMENT	2008	2009
Asmt Total	\$.00	\$.00

Exemptions (if any):		
Total Qualifying Exemptions:	\$0	\$0

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

TOTAL TAXABLE VALUE:(Land + Improvements minus Qualifying Exemptions)	\$0	\$0
---	-----	-----

Delinquent Section		
Year	Taxes Int/Pen to 2/2009	Total
Total Delinquent Amt Due:		\$.00
Total Collection Cost:		\$.00

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

TOTAL AMOUNT DUE: No Taxes Owing

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

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

2009 WEB TAX STATEMENT

Printed: 02/23/2009

KITSAP COUNTY

Account Number
 012401-3-005-1007

** For Informational Purposes Only **

Process Number 2311454

Taxpayer Name:
 KITSAP COUNTY

GENERAL TAX DISTRIBUTION			
2008		2009	
2008 Total:	\$.00	2009 Total:	\$.00

Tax Property Description

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

VALUE INFORMATION FOR TAX			
	2008		2009
Land:	\$256,100		\$245,700
Improvements:	\$0		\$0
TOTAL VALUE:	\$256,100		\$245,700

Current Taxes			
ASSESSMENT	2008	2009	
Asmt Total	\$.00	\$.00	

Exemptions (if any):			
Total Qualifying Exemptions:	\$0		\$0

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

TOTAL TAXABLE VALUE: (Land + Improvements minus Qualifying Exemptions)
 \$0 \$0

Delinquent Section			
Year	Taxes Int/Pen to 2/2009	Total	
Total Delinquent Amt Due:		\$.00	
Total Collection Cost:		\$.00	

Levy Code 6070 General Levy Rate per \$1000 10.0988
Voted Rate -- 32.4 % Voter Approved

TOTAL AMOUNT DUE: No Taxes Owing

First half taxes paid after April 30th will incur interest plus penalty computed on the FULL year amount (RCW 84.88.020).

View: [Receipt\(s\) on file](#)
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Barbara Stephenson
 MAKE REMITTANCES PAYABLE TO:
 Kitsap County Treasurer
 P.O. Box 299,
 Bremerton, WA 98337

2009 WEB TAX STATEMENT

Printed:02/23/2009

KITSAP COUNTY

Account Number	** For Informational Purposes Only **
012401-3-004-1008	Process Number 2311447
	Taxpayer Name: KITSAP COUNTY

GENERAL TAX DISTRIBUTION			
2008		2009	
2008 Total:	\$.00	2009 Total:	\$.00

Tax Property Description

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

VALUE INFORMATION FOR TAX		
	2008	2009
Land:	\$256,100	\$245,700
Improvements:	\$0	\$0
TOTAL VALUE:	\$256,100	\$245,700

Current Taxes		
ASSESSMENT	2008	2009
Asmt Total	\$.00	\$.00

Exemptions (If any):		
Total Qualifying Exemptions:	\$0	\$0

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

TOTAL TAXABLE VALUE:(Land + Improvements minus Qualifying Exemptions)
 \$0

Delinquent Section		
Year	Taxes Int/Pen to 2/2009	Total
Total Delinquent Amt Due:		\$.00
Total Collection Cost:		\$.00

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

TOTAL AMOUNT DUE: No Taxes Owing

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

**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.



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.



200404190409

Page: 5 of 8

04/19/2004 04:07P

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

STATE OF WASHINGTON

COUNTY OF KING

ss.

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

Dated this 15th day of April, 2004.



Jean M. Couch
(Signature of Notary)

Jean M. Couch
(Type by 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 \$28.00 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,

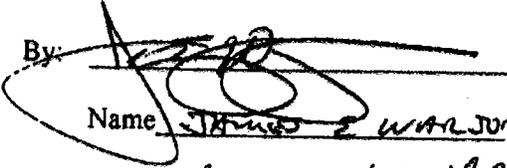
SUBJECT TO the exceptions, encumbrances and matters described on Exhibit B attached hereto and incorporated herein by this reference.

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. WARJONA

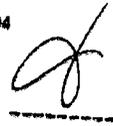
Title Chairman & Gov'l Partner

KITSAP COUNTY TREASURER EXCISE

2004EX03359

Total : \$38188.88

04/19/2004

Clerk's Initial 



200404190409

Page: 3 of 8

04/19/2004 04:07P

Kitsap Co, WA

FIRST AMERICAN TITLE INS

DEED

\$26.88

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 \$28.00 Kitsap Co, WA

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

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

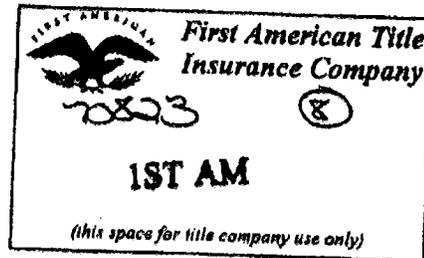
Grantee(s): (Last name first, then first name and initials)

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)
Pins 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.

RECORDPA

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

2009 WEB TAX STATEMENT

Printed:03/19/2009

KITSAP COUNTY

Account Number
022401-4-002-1007

**** For Informational Purposes Only ****
 Process Number 1108430
 Taxpayer Name:
 KITSAP COUNTY

GENERAL TAX DISTRIBUTION			
2008		2009	
2008 Total:	\$0.00	2009 Total:	\$0.00

Tax Property Description

02241W
 WILDCAT LAKE TRACTS TH PTN GOVT LOT 8 CNVYD BY AUD NO
 1081156 DAF, BAT NE COR SD GOVT LOT 8 BEING ALSO E1/4 COR SEC 2
 TH S2*19*10W 400FT TH W TO E EXST 80FT CO R/W TH NLY ALG E MGN
 SD R/W TO N LN SD GOVT LOT 8 TH E ALG SD N LN TO POB SUBJ TO
 ESMT PER AUD NO 930464

VALUE INFORMATION FOR TAX		
	2008	2009
Land:	\$78,800	\$78,800
Improvements:	\$0	\$0
TOTAL VALUE:	\$78,800	\$78,800

Current Taxes		
ASSESSMENT	2008	2009
Asmt Total	\$0.00	\$0.00

Exemptions (if any):		
Total Qualifying Exemptions:	\$0	\$0

2009 General Property Tax + Assessments = \$0.00

TOTAL TAXABLE VALUE:(Land + Improvements minus Qualifying Exemptions)
 \$0 \$0

Delinquent Section		
Year	Taxes Int/Pen to 3/2009	Total
Total Delinquent Amt Due:		\$0.00
Total Collection Cost:		\$0.00

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

TOTAL AMOUNT DUE: No Taxes Owing

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

View: [Receipt\(s\) on file](#)
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Barbara Stephenson
 MAKE REMITTANCES PAYABLE TO:
 Kitsap County Treasurer
 P.O. Box 299,
 Bremerton, WA 98337

2009 WEB TAX STATEMENT

Printed:03/11/2009

KITSAP COUNTY

Account Number	** For Informational Purposes Only **
022401-4-025-1000	Process Number 1108877
Taxpayer Name: KITSAP COUNTY	

GENERAL TAX DISTRIBUTION			
2008		2009	
2008 Total:	\$0.00	2009 Total:	\$0.00

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

VALUE INFORMATION FOR TAX		
	2008	2009
Land:	\$327,020	\$313,740
Improvements:	\$0	\$0
TOTAL VALUE:	\$327,020	\$313,740

Current Taxes		
ASSESSMENT	2008	2009
Asmt Total	\$0.00	\$0.00

Exemptions (if any):		
Total Qualifying Exemptions:	\$0	\$0

**2009 General Property Tax +
 Assessments = \$0.00**

TOTAL TAXABLE VALUE: (Land + Improvements minus Qualifying Exemptions)
 \$0 \$0

Delinquent Section		
Year	Taxes Int/Pen to 3/2009	Total
Total Delinquent Amt Due:		\$0.00
Total Collection Cost:		\$0.00

Levy Code 8070 General Levy Rate per \$1000 10.0985
Voted Rate -- 32.4 % Voter Approved

TOTAL AMOUNT DUE: No Taxes Owing

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

Account Number: 112401-4-008-1000 (2311383) Parcel Location: No address on file

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

1

FIRST HALF - Pay or Postmark by April 30

	TAX YEAR	Prev Tax Owning	Interest/ Penalty	TOTAL	
				Full	Half
Current:	2009			\$18.14	\$0.00
Collection				\$0.00	
Amount Due:				\$18.14	

KITSAP COUNTY

Make Remittance Payable To
 Kitsap County Treasurer - 814 Division Street - Port Orchard, WA
 98366

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Barbara Stephenson
 MAKE REMITTANCES PAYABLE TO:
 Kitsap County Treasurer
 P.O. Box 289,
 Bremerton, WA 98337

2009 WEB TAX STATEMENT

Printed:02/23/2009

KITSAP COUNTY

Account Number	** For Informational Purposes Only **
112401-4-008-1000	Process Number 2311363
Taxpayer Name: KITSAP COUNTY	

GENERAL TAX DISTRIBUTION			
2008		2009	
2008 Total:	\$0.00	2009 Total:	\$0.00

Tax Property Description

11241W
 LOT 14, PAGE 2 OF SEGREGATION REQUEST RECORDED UNDER
 AUDITOR'S FILE NO. 9805240200; THE SOUTH HALF OF THE
 SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11,
 TOWNSHIP 24 NORTH, RANGE 1 WEST, W.M., KITSAP COUNTY,
 WASHINGTON.

VALUE INFORMATION FOR TAX		
	2008	2009
Land:	\$256,100	\$245,700
Improvements:	\$0	\$0
TOTAL VALUE:	\$256,100	\$245,700

Current Taxes		
ASSESSMENT	2008	2009
Noxious Weed	\$0.24	\$0.24
FFP	\$17.90	\$17.90
Asmt Total	\$18.14	\$18.14

Exemptions (if any):	
Total Qualifying Exemptions:	\$0

2009 General Property Tax + Assessments = \$18.14

TOTAL TAXABLE VALUE: (Land + Improvements minus Qualifying Exemptions)
 \$0

Delinquent Section		
Year	Taxes Int/Pen to 2/2009	Total
Total Delinquent Amt Due:		\$0.00
Total Collection Cost:		\$0.00

Levy Code 6079 General Levy Rate per \$1000 6.7938
 Voted Rate -- 37.2 % Voter Approved

TOTAL AMOUNT DUE: \$18.14

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

Account Number: 112401-4-008-1000 (2311363) Parcel Location: No address on file

If you did not make a first half payment or pay the delinquent taxes listed, if any, call (360) 337-7136 for delinquent tax, interest and penalty due. Delinquent payments received without interest and penalty will be returned. See Treasurer Information link.

2

SECOND HALF - Pay or Postmark by October 31					
	TAX YEAR	Prev Tax Owing	Interest/ Penalty	TOTAL	
				Full	Half
Current:	2009			\$0.00	\$0.00
Amount Due:				\$0.00	

KITSAP COUNTY

Make Remittance Payable To
 Kitsap County Treasurer - 814 Division Street - Port Orchard, WA 98366

Account Number: 112401-4-007-1001 (2311366) Parcel Location: No address on file

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

1

FIRST HALF - Pay or Postmark by April 30

	TAX YEAR	Prev Tax Owning	Interest/ Penalty	TOTAL	
				Full	Half
Current:	2009			\$18.14	\$0.00
Collection				\$0.00	
Amount Due:				\$18.14	

KITSAP COUNTY

Make Remittance Payable To
 Kitsap County Treasurer - 614 Division Street - Port Orchard, WA
 98386

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

2009 WEB TAX STATEMENT

Printed:02/23/2009

KITSAP COUNTY

Account Number	** For Informational Purposes Only **
112401-4-007-1001	Process Number 2311355
Taxpayer Name: KITSAP COUNTY	

GENERAL TAX DISTRIBUTION			
2008		2009	
2008 Total:	\$0.00	2009 Total:	\$0.00

Tax Property Description

11241W
 LOT 13, PAGE 2 OF SEGREGATION REQUEST RECORDED UNDER
 AUDITOR'S FILE NO. 9608240200; THE NORTH HALF OF THE
 SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11,
 TOWNSHIP 24 NORTH, RANGE 1 WEST, W.M., KITSAP COUNTY,
 WASHINGTON.

VALUE INFORMATION FOR TAX		
	2008	2009
Land:	\$256,100	\$245,700
Improvements:	\$0	\$0
TOTAL VALUE:	\$256,100	\$245,700

Current Taxes		
ASSESSMENT	2008	2009
Noxious Weed	\$.24	\$.24
FFP	\$17.90	\$17.90
Amnt Total	\$18.14	\$18.14

Exemptions (if any):	
Total Qualifying Exemptions:	\$0

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

TOTAL TAXABLE VALUE:(Land + Improvements minus Qualifying Exemptions)
 \$0

Delinquent Section		
Year	Taxes Int/Pen to 2/2009	Total
		\$0.00
Total Delinquent Amt Due:		\$0.00
Total Collection Cost:		\$0.00

Levy Code 6079 General Levy Rate per \$1000 8.7938
 Voted Rate -- 37.2 % Voter Approved

TOTAL AMOUNT DUE: \$18.14

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

Account Number: 112401-4-007-1001	(2311355)	Parcel Location: No address on file
SECOND HALF - Pay or Postmark by October 31		

If you did not make a first half payment or pay the delinquent taxes listed, if any, call (360) 337-7136 for delinquent tax, interest and penalty due. Delinquent payments received without interest and penalty will be returned. See [Treasurer Information link](#).

2

	TAX YEAR	Prev Tax Owning	Interest/ Penalty	TOTAL	
				Full	Half
Current:	2009				\$0.00

Amount Due: \$0.00

KITSAP COUNTY

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

Account Number: 112401-4-006-1002 (2311346) Parcel Location: No address on file

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

1

FIRST HALF - Pay or Postmark by April 30

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

KITSAP COUNTY

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

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

2009 WEB TAX STATEMENT

Printed: 02/23/2009

KITSAP COUNTY

Account Number	** For Informational Purposes Only **
112401-4-006-1002	Process Number 2311348
	Taxpayer Name: KITSAP COUNTY

GENERAL TAX DISTRIBUTION			
2008		2009	
2008 Total:	\$0.00	2009 Total:	\$0.00

Tax Property Description

11241W
 LOT 12, PAGE 2 OF SEGREGATION REQUEST RECORDED UNDER
 AUDITOR'S FILE NO. 9805240200; THE SOUTH HALF OF THE SOUTHEAST
 QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP
 24 NORTH, RANGE 1 WEST, W.M., KITSAP COUNTY, WASHINGTON.

VALUE INFORMATION FOR TAX		
	2008	2009
Land:	\$256,100	\$245,700
Improvements:	\$0	\$0
TOTAL VALUE:	\$256,100	\$245,700

Current Taxes		
ASSESSMENT	2008	2009
Noxious Weed	\$0.24	\$0.24
FFP	\$17.90	\$17.90
Asmt Total	\$18.14	\$18.14

Exemptions (if any):	
Total Qualifying Exemptions:	\$0

2009 General Property Tax + Assessments = \$18.14

TOTAL TAXABLE VALUE (Land + Improvements minus Qualifying Exemptions)
 \$0

Delinquent Section		
Year	Taxes Int/Pen to 2/2009	Total
Total Delinquent Amt Due:		\$0.00
Total Collection Cost:		\$0.00

Levy Code 6079 General Levy Rate per \$1000 8.7938
Voted Rate -- 37.2 % Voter Approved

TOTAL AMOUNT DUE: \$18.14

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

Account Number: 112401-4-006-1002 (2311348) Parcel Location: No address on file

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

2

	TAX YEAR	Prev Tax Owling	Interest/ Penalty	TOTAL	
				Full	Half
Current:	2009			\$0.00	\$0.00
Amount Due:				\$0.00	

KITSAP COUNTY

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

Account Number: 112401-4-005-1003 (2311330) Parcel Location: No address on file

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

1

FIRST HALF - Pay or Postmark by April 30

	TAX YEAR	Prev Tax Owning	Interest/ Penalty	TOTAL	
				Full	Half
Current:	2009			\$18.14	\$0.00
Collection				\$0.00	
Amount Due:				\$18.14	

KITSAP COUNTY

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

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

2009 WEB TAX STATEMENT

Printed: 02/23/2009

KITSAP COUNTY

Account Number	** For Informational Purposes Only **
112401-4-005-1003	Process Number 2311330
	Taxpayer Name: KITSAP COUNTY

GENERAL TAX DISTRIBUTION			
	2008	2009	
2008 Total:	\$0.00	2009 Total:	\$0.00

Tax Property Description

11241W
 LOT 11, PAGE 2 OF SEGREGATION REQUEST RECORDED UNDER
 AUDITOR'S FILE NO. 9805240200, THE NORTH HALF OF THE
 SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11,
 TOWNSHIP 24 NORTH, RANGE 1 WEST, W.M., KITSAP COUNTY,
 WASHINGTON.

VALUE INFORMATION FOR TAX		
	2008	2009
Land:	\$256,100	\$245,700
Improvements:	\$0	\$0
TOTAL VALUE:	\$256,100	\$245,700

Current Taxes		
ASSESSMENT	2008	2009
Noxious Weed	\$0.24	\$0.24
FFP	\$17.90	\$17.90
Asmt Total	\$18.14	\$18.14

Exemptions (if any):		
Total Qualifying Exemptions:	\$0	\$0

2009 General Property Tax + Assessments = \$18.14

TOTAL TAXABLE VALUE: (Land + Improvements minus Qualifying Exemptions)
 \$0 \$0

Delinquent Section		
Year	Taxes Int/Pen to 2/2009	Total
	Total Delinquent Amt Due:	\$0.00
	Total Collection Cost:	\$0.00

Levy Code 6079 General Levy Rate per \$1000 8.7938
Voted Rate -- 37.2 % Voter Approved

TOTAL AMOUNT DUE: \$18.14

First half taxes paid after April 30th will incur interest plus penalty computed on the FULL year amount (RCW 84.88.020).

Account Number: 112401-4-005-1003 (2311330) Parcel Location: No address on file
 SECOND HALF - Pay or Postmark by October 31

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

2

	TAX YEAR	Prev Tax Owing	Interest/ Penalty	TOTAL	
				Full	Half
Current:	2009			\$0.00	\$0.00
Amount Due:				\$0.00	

KITSAP COUNTY

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

Account Number: 112401-3-030-1004 (2311280) Parcel Location: No address on file

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

1

FIRST HALF - Pay or Postmark by April 30

	TAX YEAR	Prev Tax Owning	Interest/ Penalty	TOTAL	
				Full	Half
Current:	2009			\$18.14	\$0.00
Collection:				\$0.00	
Amount Due:				\$18.14	

KITSAP COUNTY

Make Remittance Payable To
 Kitsap County Treasurer - 814 Division Street - Port Orchard, WA
 98366

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

2009 WEB TAX STATEMENT

Printed: 02/23/2009

KITSAP COUNTY

Account Number	** For Informational Purposes Only **
112401-3-030-1004	Process Number 2311280
	Taxpayer Name: KITSAP COUNTY

GENERAL TAX DISTRIBUTION			
	2008	2009	
2008 Total:	\$0.00	2009 Total:	\$0.00

Tax Property Description

11241W
 LOT 16, PAGE 2 OF SEGREGATION REQUEST RECORDED UNDER
 AUDITOR'S FILE NO. 9605240200; THE SOUTH HALF OF THE SOUTHEAST
 QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP
 24 NORTH, RANGE 1 WEST, W.M., KITSAP COUNTY, WASHINGTON.

VALUE INFORMATION FOR TAX		
	2008	2009
Land:	\$256,100	\$245,700
Improvements:	\$0	\$0
TOTAL VALUE:	\$256,100	\$245,700

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

Exemptions (if any):	
Total Qualifying Exemptions:	\$0

2009 General Property Tax + Assessments = \$18.14

TOTAL TAXABLE VALUE: (Land + Improvements minus Qualifying Exemptions)
 \$0

Delinquent Section		
Year	Taxes Int/Pen to 2/2009	Total
Total Delinquent Amt Due:		\$0.00
Total Collection Cost:		\$0.00

Levy Code 0079 General Levy Rate per \$1000 8.7938
Voted Rate -- 37.2 % Voter Approved

TOTAL AMOUNT DUE: \$18.14

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

Account Number: 112401-3-030-1004 (2311280) Parcel Location: No address on file

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

2

SECOND HALF - Pay or Postmark by October 31

	TAX YEAR	Prev Tax Owing	Interest/ Penalty	TOTAL	
				Full	Half
Current:	2009			\$0.00	\$0.00
Amount Due:				\$0.00	

KITSAP COUNTY

Make Remittance Payable To
 Kitsap County Treasurer - 614 Division Street - Port Orchard, WA 98368

Account Number: 112401-3-028-1007 (2311272) Parcel Location: No address on file

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

1

FIRST HALF - Pay or Postmark by April 30

	TAX YEAR	Prev Tax Owing	Interest/ Penalty	TOTAL	
				Full	Half
Current:	2008			\$18.14	\$0.00
Collection				\$0.00	
Amount Due:				\$18.14	

KITSAP COUNTY

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

View: [Receipt\(s\) on file](#)
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Barbara Stephenson
 MAKE REMITTANCES PAYABLE TO:
 Kitsap County Treasurer
 P.O. Box 299,
 Bremerton, WA 98337

2009 WEB TAX STATEMENT

Printed:02/23/2009

KITSAP COUNTY

Account Number	** For Informational Purposes Only **
112401-3-029-1007	Process Number 2311272
	Taxpayer Name: KITSAP COUNTY

GENERAL TAX DISTRIBUTION			
	2008	2009	
2008 Total:	\$0.00	2009 Total:	\$0.00

Tax Property Description

11241W
 LOT 15, PAGE 2 OF SEGREGATION REQUEST RECORDED UNDER
 AUDITOR'S FILE NO. 9605240200; THE NORTH HALF OF THE
 SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11,
 TOWNSHIP 24 NORTH, RANGE 1 WEST, W.M., KITSAP COUNTY,
 WASHINGTON.

VALUE INFORMATION FOR TAX		
	2008	2009
Land:	\$266,100	\$245,700
Improvements:	\$0	\$0
TOTAL VALUE:	\$266,100	\$245,700

Current Taxes		
ASSESSMENT	2008	2009
Noxious Weed	\$0.24	\$0.24
FFP	\$17.90	\$17.90
Amnt Total	\$18.14	\$18.14

Exemptions (if any):		
Total Qualifying Exemptions:	\$0	\$0

2009 General Property Tax + Assessments = \$18.14

TOTAL TAXABLE VALUE:(Land + Improvements minus Qualifying Exemptions)
 \$0 \$0

Delinquent Section		
Year	Taxes Int/Pen to 2/2009	Total
Total Delinquent Amt Due:		\$0.00
Total Collection Cost:		\$0.00

Levy Code 6079 General Levy Rate per \$1000 8.7938
 Voted Rate -- 37.2 % Voter Approved

TOTAL AMOUNT DUE: \$18.14

First half taxes paid after April 30th will incur interest plus penalty computed on the FULL year amount (RCW 84.66.020).

Account Number: 112401-3-029-1007 (2311272)	Parcel Location: No address on file
	SECOND HALF - Pay or Postmark by October 31

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

2

	TAX YEAR	Prev Tax Owing	Interest/ Penalty	TOTAL	
				Full	Half
Current:	2009			\$0.00	\$0.00
Amount Due:				\$0.00	

KITSAP COUNTY

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

Account Number: 112401-4-004-1004 (2311322) Parcel Location: No address on file

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

1

FIRST HALF - Pay or Postmark by April 30

	TAX YEAR	Prev Tax Owning	Interest/ Penalty	TOTAL	
				Full	Half
Current:	2009			\$18.14	\$0.00
Collection				\$0.00	
Amount Due:				\$18.14	

KITSAP COUNTY

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

- ✓ 8. 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

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.

200404190409
Page: 8 of 8
04/19/2004 04:07P
Kitsap Co, WA
DEED \$28.00
FIRST AMERICAN TITLE INS



Request P.6.
PORT BLAKELY TREE FARMS
 GROWING & LOGGING TREES SINCE 1864

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

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

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

Dated this 23rd day of May, 1996.

By: [Signature] Title: Chairman + General Partner
 Port Blakely Tree Farms

STATE OF WASHINGTON)
) SS.
 COUNTY OF KING

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

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

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



Christine Floren
 Notary Public for the State of Washington,
 Print Name: Christine Floren
 Residing at Ketchikan
 My Commission Expires 8-29-98 #A-91505270200
 6-29-96 REEL 0912 FR 0767



Professional Management of
Land Planning and Development

Subdivision Management Inc.

10031 - 119th Pl. N.E.
BOTHELL WASHINGTON 98011

488-1111 362-1092
FAX: 488-2182

**KITSAP
MAINLAND TAX SEGREGATIONS
20 ACRE TAX LOT LEGAL DESCRIPTIONS**

SECTION 7, TOWNSHIP 24 NORTH, RANGE 1 EAST

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

SECTION 10, TOWNSHIP 24 NORTH, RANGE 1 EAST

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

A. E. # 960524-0200
REEL 0912 FR 0768

Page Two of Six

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

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

A. F. #: 9605240200
REEL 0912 FR 0769

SECTION 19, TOWNSHIP 24 NORTH, RANGE 1 EAST

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

Page Four of Six

A. E. # 9605240200
REEL 0912 FR 0771

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

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

SECTION 12, TOWNSHIP 24 NORTH, RANGE 1 WEST

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

SECTION 13, TOWNSHIP 24 NORTH, RANGE 1 WEST

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

Page Five of Six

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

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

A. E. #: 9405240200
REEL 0912 FR 0772

Page Six of Six

SECTION 24, TOWNSHIP 24 NORTH, RANGE 1 WEST

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

SECTION 25, TOWNSHIP 24 NORTH, RANGE 1 WEST

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

A. F. #: 9605240200
REEL 0912 FR 0773



Professional Management of
Land Planning and Development

Subdivision Management Inc.

18031 - 119th Pl. N.E.
BOTHELL, WASHINGTON 98011

488-1111 362-1052
FAX: 488-2162

KITSAP WILDCAT LAKE TAX SEGREGATIONS 20 ACRE TAX LOT LEGAL DESCRIPTIONS

SECTION 1, TOWNSHIP 24 NORTH, RANGE 1 WEST

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

SECTION 2, TOWNSHIP 24 NORTH, RANGE 1 WEST

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

9605240200

REL912110773A

Page Two of Two

SECTION 11, TOWNSHIP 24 NORTH, RANGE 1 WEST

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

SECTION 12, TOWNSHIP 24 NORTH, RANGE 1 WEST

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

9605240200

RH91210773B



STATUTORY WARRANTY DEED

SAFECO TITLE INSURANCE COMPANY

1169752

Filed for Record at Request of



THIS SPACE RESERVED FOR RECORDER'S USE

FILED FOR RECORD
RFD. OF LAND TITLE COMPANY

1977 MAY 17 PM 2:24

TED WRIGHT
KITSAP COUNTY AUDITOR
DEPUTY

NAME The Port Blakely Mill Company
ADDRESS 430 Logan Building
CITY AND STATE Seattle, Washington 98101
E-20613

THE GRANTOR James H. Robinson Company, Inc., a Washington Corporation;
for and in consideration of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION

In hand paid, conveys and warrants to The Port Blakely Mill Company, A Washington Corporation
the following described real estate, situated in the County of Kitsap State of Washington:

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

Situate in Kitsap County, Washington.

PEEL 113FR 442

1169752

As fully set forth on attached sheet

Dated May 16th, 19 77

(Individual)

(Individual)

By James H. Robinson, Jr.
(President)
By _____
(Secretary)

STATE OF WASHINGTON
COUNTY OF _____

STATE OF WASHINGTON
COUNTY OF _____

On this day personally appeared before me _____

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

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

and _____ to me known to be the _____ President and _____ Secretary, respectively, of _____

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

the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____ authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

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

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

1169752

NO. 369
COUNTY EXCISE TAX
PAID
MOUNTAIN COUNTY, TREASURER
BY _____

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

RECEIVED 443

350172 cont'd 2

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

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

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

Right of Way D Nov 19 1941

Oct 6 1925 §1: benefits and ove
In the Matter of Co Rd Known as the #232
John Olson, a bachelor of kew
to Co of Kit

350173

257/472

Sp do g, b & c unto sp the fdl site in kew to-wit:

A strip of ld 20 ft wide, being 20 ft on the S side of the center in of sd rd as surveyed over and alg the N ln of the NW 1/4 of the SW 1/4 of the NW 1/4 of sec 10 tp 25 NR 2 E WM

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

John Olson

kew Oct 6 1925 by John Olson, a bachelor br G M Fell Dep-co aud (aud'el of Nat Co, Wn)

Sept Nov 19 1941

Dec 12 1939

Port Blakely Mill Co, a Wash corp
to Kitsap County, a Municipal Corp of the St of Wn

350174

257/473

Sp ay and grant to sp the right, privilege and authority to perform the work necessary to construct, alter, improve and maintain an open ditch beg near the NE cor of the NW 1/4 of the NW 1/4 Sec 1 tp 24 NR 1 W WM, th SWly to a pt near the W cor of sd sec 1, all being over the W 1/2 of the NW 1/4, Sec 1 tp 24 NR 1 W WM

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

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

Port Blakely Mill Co

By James G Eddy, Vice Pres

By R C Wright, Sec

(corp sl)
King co wn Dec 12 1939 by James G Eddy & R C Wright, Vice Pres and Sec, resp of sd corp of br K F Regensdoff np wn res at s (NS Mar 10 1941)

RIGHT of Way D Nov 19 1941

Jan 30 1940 §- benefits and ove
Rd Known as Vinland Rd Change in Co. Rd. #299
Victor - and Harri Weino of kew
to Co of Kit

350175

257/474

Sp do g, b & c unto sp the fdl site in kew, to-wit:

A strip of ld 60 ft wide being 30 ft on each side of the center in of sd rd as surveyed over and across the fig deasd to:

PERMANENT EASEMENT EXCHANGE

MAY 1968

THIS AGREEMENT, made as of the 30th day of May, 1968, by and between THE PORT BLAKELY MILL COMPANY, a Washington corporation, 6100 Arden Building, Seattle, Washington, herein designated as "Port Blakely" and H. G. SOHLHUBER and CORA S. SCHLEHUBER, his wife, Route 1, Box 1452, Bremerton, Washington, herein designated as "Schlehubers", in consideration of the premises

and of the reciprocal grants herein made, the parties hereto agree and grant as follows: 1. Port Blakely hereby grants to the Schlehubers the perpetual, non-exclusive right, license and permission to use and maintain the existing road upon, over and across the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 1, Township 24 North, Range 1 West, W.M., and the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 12, Township 24 North, Range 1 West, W.M., the said easement to be 30 feet in width, and located approximately as shown colored in green on the attached Exhibit "A".

2. The Schlehubers hereby grant to Port Blakely the perpetual, non-exclusive right, license and permission to use and maintain the existing roads upon, over and across the N $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 2, Township 24 North, Range 1 West, W.M., lying South of existing County Road, and the E $\frac{1}{2}$ of the N $\frac{1}{2}$ of the SE $\frac{1}{4}$ lying East of existing County Road. Said easement to be 30 feet in width and located approximately as shown colored in red on the attached Exhibit "A".

3. Each party exercising rights granted hereunder shall maintain such portions of the said road system so used in good condition for passenger car travel, and at the completion of each period of use leave such portions of the road system so used in such condition. 4. In the event that both parties hereto shall use the same portions of the said road system at the same time, then as to such portions jointly used, each party shall do its pro-rata share of the maintenance work or contribute its pro-rata share of the cost incurred by the other party in maintaining such jointly used portions based on the ratio, the volume of products hauled by each using party bears to the total volume of products hauled by all parties over such jointly used portions of road.

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

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

5-22-68

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

to the provisions...
 1. The provisions...
 2. The provisions...
 3. The provisions...
 4. The provisions...
 5. The provisions...
 6. The provisions...
 7. The provisions...
 8. The provisions...
 9. The provisions...
 10. The provisions...

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

THE PORT BLAKELY MILL COMPANY
 By: [Signature]
 President
 Attest: [Signature]
 Assistant Secretary

H. C. SCHLEHUBER
[Signature]
 OORA B. SCHLEHUBER
[Signature]

STATE OF WASHINGTON
 COUNTY OF KING

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official
 seal the day and year first written above.
[Signature]
 Notary Public in and for the State of
 Washington, residing at [Address]

STATE OF WASHINGTON
 COUNTY OF KITCO

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

GIVEN under my hand and official seal this 14th day of May, 1968.
[Signature]
 Notary Public in and for the State of
 Washington, residing at [Address]

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

15-22-68

H. C. SCHENBERG

THE MONT BLAKELY MILL COMPANY

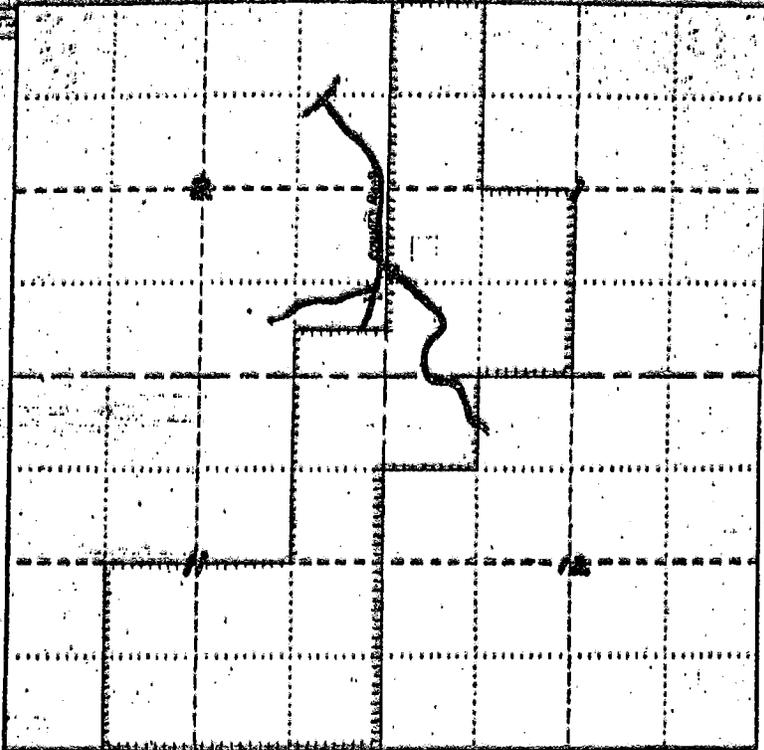
IN WITNESS WHEREOF, this document has been signed and sealed in presence of the undersigned, this 10th day of June, 1910.

MONT BLAKELY MILL CO.

214 1/2 W. COUNTY CLEAR, WASH.

SCALE: 1 inch = 40 feet or 1/2 Chain

214 1/2 W.



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

EXHIBIT "A"

Filed for Record June 10, 1910
RECORDED IN BOOK 10 PAGE 10

EXHIBIT A for Assignment of Easement - Kitsap County

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

GRANTORS: L.D. & BERNICE BIRGE

RECORDED: APRIL 14, 1989, VOL. 689, PAGE 143 - 145

2. EASEMENT - ACROSS A PORTION OF THE N1/2NW1/4 OF SECTION 13, TOWNSHIP 25N, RANGE 1E, W.M.

GRANTORS: IRENE & EDWARD BOGACHUS

RECORDED: DECEMBER 6, 1978, #7812080155, REEL 189, FR 1177 - 1180

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

GRANTORS: HARR. C. & CORA B. SCHLEHUBER

RECORDED: APRIL 14, 1989, VOL. 689, PAGE 146 - 148

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

GRANTORS: H.C. & CORA B. SCHLEHUBER

RECORDED: MAY 22, 1968, #890464, VOL. 923, PAGE 171 - 174

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

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

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

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

GRANTORS: GUDMUND AND GARRIE ANDERSON

RECORDED: JUNE 21, 1941; #339306, VOL 286, PAGE 302 - 303

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

GRANTORS: STATE OF WASHINGTON, DEPARTMENT OF NATURAL RESOURCES

RECORDED: APRIL 29, 1989, #8904290110, REEL 275, FR 1768-1767

REEL 362A 400

8512200152

LAND TITLE COMPANY
1001 2nd Avenue
Seattle, WA 98101
FOR RECORDING AND RECORDING
FOR THE ACCOUNT OF APPLICANT
SEE DOCUMENT

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

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

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

Attn: Land Records

A/E #: 9201170230
REEL 0625 FR 2509

EW

ASSIGNMENT OF EASEMENT

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

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

EXCISE TAX EXEMPT

THE PORT BLAKELY MILL COMPANY

JAN 17 1992

KITSAP COUNTY
TREASURER

BY: *[Signature]*
James Eddy Warjone
Its President

STATE OF WASHINGTON)
COUNTY OF King) SR.

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

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

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

My commission expires: 01-03-93

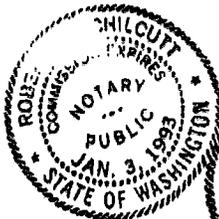


EXHIBIT A for Assignment of Easement - Kitsap County

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

GRANTORS: L.G. & BERNICE BERGE

RECORDED: APRIL 14, 1969, VOL. 689, PAGE 143 - 148

2. EASEMENT - ACROSS A PORTION OF THE W1/2SW1/4 OF SECTION 19, TOWNSHIP 25N, RANGE 1E, W.M.

GRANTORS: IRENE & EDWARD BOGACHUS

RECORDED: DECEMBER 6, 1978, #7812060186, REEL 189, FR 1177 - 1180

REEL # 0625 FR 2530

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

GRANTORS: HARRY C. & CORA B. SCHLEHUBER

RECORDED: APRIL 14, 1969, VOL. 689, PAGE 146 - 148

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

GRANTORS: H.G. & CORA B. SCHLEHUBER

RECORDED: MAY 22, 1968, #880464, VOL. 923, PAGE 171 - 174

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

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

RECORDED: MARCH 4, 1953, #812476, VOL. 666, PAGE 46 - 49

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

GRANTORS: GUDMUND AND CARRIE ANDERSON

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

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

GRANTORS: STATE OF WASHINGTON, DEPARTMENT OF NATURAL RESOURCES

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

FILED FOR RECORD
DEPT. OF Natural Resources

1978 OCT 18 PM 3:50

AGREEMENT FOR A GRANT OF EASEMENT

TED WRIGHT
KITSAK COUNTY AUDITOR
DEPUTY

7810180161

THIS AGREEMENT, made as of the 2nd day of October, 1978, by and between THE PORT-BLAKELY MILL COMPANY, a Washington corporation, herein called "Grantor" and the State of Washington, acting by and through the Department of Natural Resources, herein called "Grantee"

W I T N E S S E T H

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

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

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

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

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

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

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

REL155FR1072

EXCISE TAX EXEMPT

7810180161

OCT 18 1978

BILLIE EDER
KITSAK COUNTY TREASURER

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

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

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

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

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

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

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

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

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

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

8. Grantee agrees:

- a. To take all reasonable precaution to prevent unauthorized persons from using any of the described roads and/or from entering upon the lands of Grantee or of third persons through the easement herein described; (shall include construction of gates)
- b. Not to obstruct said road nor land with logs or other forest products alongside the described roads nor load any trucks thereon without Grantee's permission in writing first had and obtained;
- c. To strictly observe and faithfully comply with all speed limits and traffic regulations as may from time to time be promulgated by Grantee;
- d. Not to permit anyone, except those authorized in writing by the Grantee, to use or go upon the described road, and in particular Grantee shall not give written or verbal permission to members of the general public not otherwise engaged upon Grantee's business to use said road at any time, for any reason; and
- e. To keep and maintain all automotive or other equipment used by Grantee on the easement herein described in good and safe operating condition.

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

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

STATE OF WASHINGTON
Department of Natural Resources

BY *Mert L. Cole*
MERT L. COLE
Commissioner of Public Lands

Affix Seal of Commissioner
of Public Lands

THE FORT BLAKELY MILL COMPANY

By *Garrett Eddy*
GARRETT EDDY
President

Attest *Barry N. Sheppard*
BARRY N. SHEPPARD
Assistant Secretary

Affix Seal of The Fort
Blakely Mill Company

Encasement No. 1504
App. No. 39699
ON NOV 11 1974

7810180161

Consultants
11/16

-3-

REEL 155FR1074

STATE OF WASHINGTON)
COUNTY OF KING)

On this 22nd day of October, 1978, before me personally appeared

and Barry J. Sheppard to me known to be the President and Assistant Secretary, respectively, of The Port Blakely Mill Company, the corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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

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

STATE OF WASHINGTON)
COUNTY OF KING)

On this 22nd day of October, 1978, before me personally appeared DER. L. CO. by the Commissioner of Public Lands, and ex officio administrator of the Department of Natural Resources of the State of Washington, the Department that executed the within and foregoing instrument on behalf of the State of Washington, and acknowledged said instrument to be the free and voluntary act and deed of the State of Washington, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the official seal of the Commissioner of Public Lands for the State of Washington.

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

[Signature]
Notary Public in and for the State of
Washington, residing at Olympia

7-1-30-8

REC-15571075

STATE OF WASHINGTON)

COUNTY OF THURGOOD)

On this 11th day of November, 1928, before me personally appeared W. H. Johnson, known to me to be the free and voluntary act and deed of the said W. H. Johnson, and on oath stated that he is the Commissioner of Public Lands, and ex officio administrator of the Resources of the State of Washington, the Department of the Interior, and that the foregoing instrument on behalf of the State of Washington is executed for the reasons and purposes therein mentioned, and that the seal affixed is the official seal of the Commissioner of Public Lands for the State of Washington.

In testimony whereof, I have hereunto set my hand and seal, the day and year set forth above.

W. H. Johnson

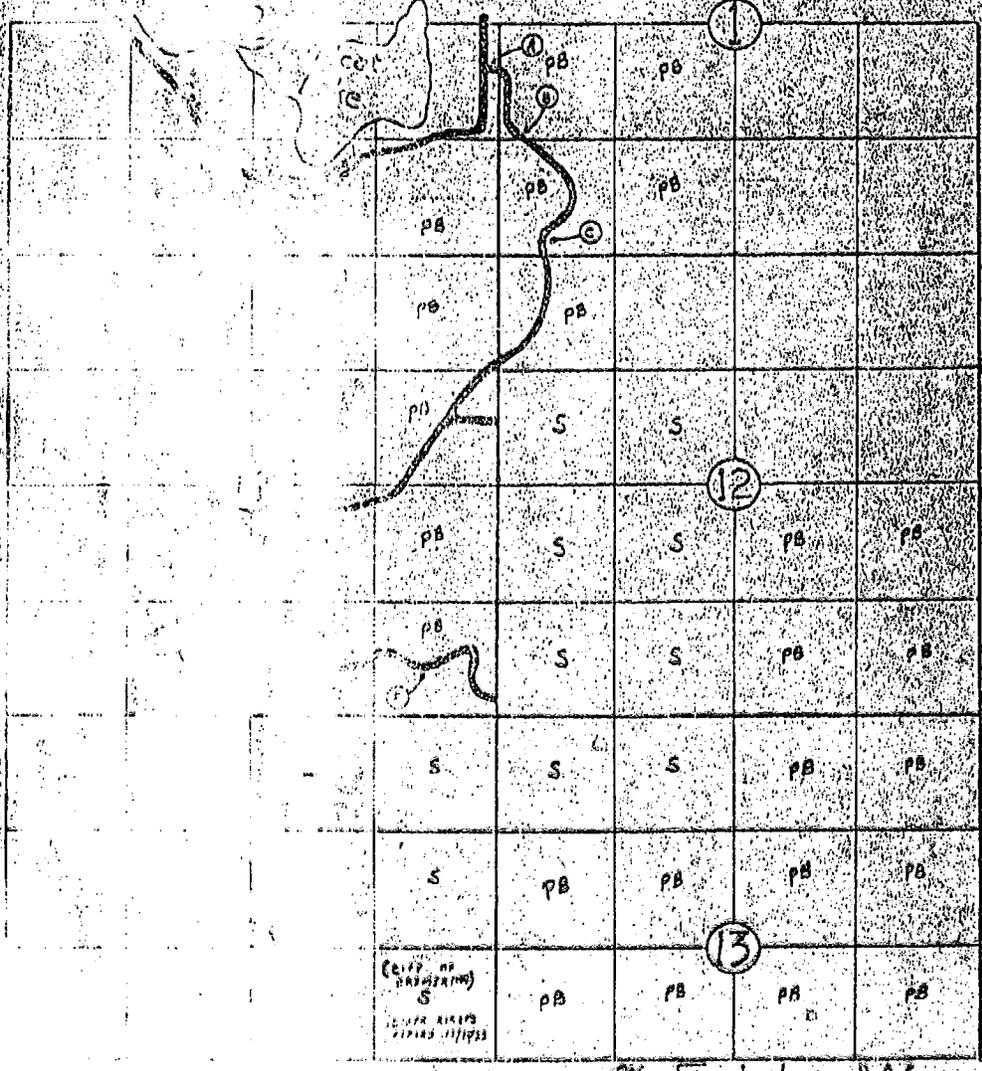
Notary Public in and for the State of Washington, residing at Olympia

REC-155FR1076

PA
S
Right

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

The Port Blakely Mill Co.
State of Washington



7-10180101

99 Exhibit A
REC 18581077

Dept. of Natural Resources
Bryce M. Little
Olympia 98504

EASEMENT SUPPLEMENT

THIS SUPPLEMENTAL AGREEMENT, made and entered into this 2nd day of March, 1983, by and between THE PORT BLAKELY MILL COMPANY, a Washington corporation, herein called "Port Blakely," and STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called "State," WITNESSETH:

8303160098

On the 2nd day of October, 1978, Port Blakely, granted an easement referred to herein as the Original Easement and Agreement, to the State, said easement and agreement being recorded in the records of Kitsap County, Washington, on October 18, 1978, in Real 155 of Deeds, frames 1072 - 1077 under Auditor's File No. 7810100161. Said Original Easement and Agreement is hereby supplemented as follows:

I

A. Port Blakely for and in consideration of a similar grant, hereby grants and conveys to State, its successors and assigns, a permanent easement upon, over, and along rights of way sixty (60) feet in width, over and across the S1/2BR1/4 of Section 11, Township 24 North, Range 1 West, W.M., in Kitsap County, Washington, being thirty (30) feet on each side of the centerline of a road or roads located approximately as shown in red on the attached "Exhibit A."

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

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

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

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

EXCISE TAX EXEMPT

MAR 16 1983

BILLIE EDER
KITSAP COUNTY TREASURER

THE PORT BLAKELY MILL COMPANY

By [Signature] President
Title

Attorn _____
Title

Affix Seal of Corporation

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

[Signature]
BRYAN J. SOYLE
Commissioner of Public Lands

Affix Seal of Commissioner of Public Lands

Easement No. 1504 Supplement
033052

FILED FOR RECORD
REC. OF State of Washington

1983 MAR 16 PM 1:33

PROOF FILED
8303160098

CHARLIE HUFF
KITSAP COUNTY AUDITOR
DEPUTY [Signature]

832783 273

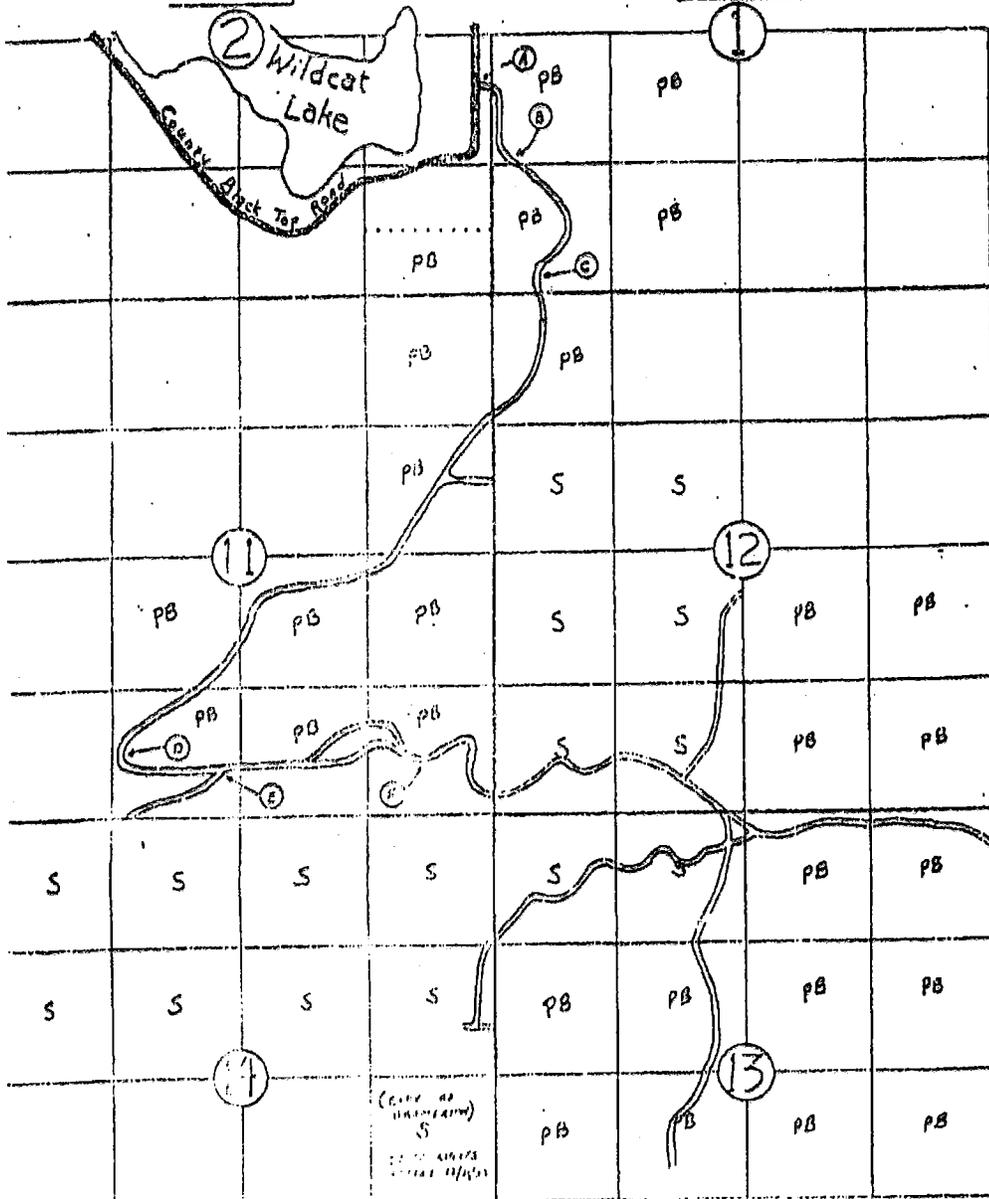
[Signature]
5/15/83

Legend:

- 3 - Port Blakely ownership
- 1 - State of WA. ownership
- = - Right-of-way granted

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

The Port Blakely Mill Co.
to
State of Washington



Scale: 1" = 1320' / 4" = 1 mile
8303160098

Exhibit "A"

882721 276

1- P30 Hagen Blag
Sells. 10 a 98181

FILED FOR RECORD
REC. OF *Port Blakely Mill Company*
1583 APR 29 AM 10:10

SHERIFF DEPUTY
KITSAP COUNTY AUDITOR
DEPUTY *[Signature]*

8304290110

WARRANT

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

I

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

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

II

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

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

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

2. The State reserves for itself, its successors and assigns, the right at all times for any purpose, to cross and recross at any place on grade or otherwise, and to use said rights of way in a manner that will not unreasonably interfere with the rights granted to Port Blakely herein.
3. The State may grant to third parties, upon such terms as it chooses, any or all of the rights reserved by it herein; provided, that use by such party shall be subject to the terms and conditions of this agreement and shall not unreasonably interfere with the rights granted to Port Blakely herein.
4. The cost of road maintenance and resurfacing shall be allocated on the basis of respective uses of said roads. When any party uses a road, that party shall perform or cause to be performed, or contribute or cause to be contributed, that share of maintenance and resurfacing occasioned by such use as hereinafter provided. During periods when a road is being used solely by one party, such party shall maintain that portion of said road so used to the standards existing at the time use is commenced. During periods when more than one party is using the same road, or any portion thereof, the parties hereto shall meet and establish necessary maintenance provisions. Such provisions shall include, but shall not be limited to:
 - (a) The appointment of a maintainer, which may be one of the parties hereto or any third party, who will perform or cause to be performed at a reasonable and agreed upon rate the maintenance and resurfacing of the road or the portion thereof being used; and

8304290110

275-1762

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

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

5. Each party using any portion of a road shall repair, or cause to be repaired, at its sole cost and expense, that damage to said road occasioned by it which is in excess of that which it would cause through normal and prudent usage of said road. Should inordinate damage to a road occur which is not caused by an authorized user of said road, the parties hereto shall meet to agree upon the cost of replacement, the party to undertake the replacement, and the shares of replacement cost to be borne by each user of said road.
6. Unless the parties hereto agree in writing to share the cost of improvements in advance of such improvements being made, such improvements shall be solely for the account of the improver.
7. The State reserves in itself all timber now on or hereafter growing within the rights of way on its said lands.
8. Port Blakely may permit its respective agents, contractors, licensees, lessees, purchasers of timber or other valuable materials, and their agents, hereinafter, individually referred to as "Permittees" and collectively referred to as "Permittees," to exercise the rights granted to it herein: Provided, that when Port Blakely or one of its Permittees plans to use any portion of said roads for the purpose of hauling timber or other valuable materials, such party shall notify the State at least fifteen (15) days prior to the commencement of use of said rights, advising of the portion of road to be used, the approximate dates when such use will begin and end, and of the approximate volumes of forest products or valuable materials to be hauled and forthwith upon the completion of such use notify the State thereof.
9. Port Blakely shall require each of its Permittees, before using any of said roads for commercial purposes, to:
 - (a) Obtain and during the term of such use, maintain a policy of liability insurance in a form generally acceptable in the trade and customary in the area of said roads, covering said Permittee against liability arising out of its operations, including use of vehicles. Minimum amounts of insurance shall be:
 - (1) For log haulers, and other miscellaneous users operating heavy trucks (over one (1) ton), Two Hundred Fifty Thousand Dollars (\$250,000.00) for injury to one person, Five Hundred Thousand Dollars (\$500,000.00) for any one occurrence, and Two Hundred Fifty Thousand Dollars (\$250,000.00) property damage for any one occurrence;
 - (2) For log cutters, bough cutters, shake cutters, or other miscellaneous users operating pickup trucks, light trucks (under one (1) ton) or passenger cars for the purpose of transporting miscellaneous forest products, One Hundred Thousand Dollars (\$100,000.00) for injury to one person, Three Hundred Thousand Dollars (\$300,000.00) for any one occurrence, and One Hundred Thousand Dollars (\$100,000.00) property damage for any one occurrence; or
 - (3) Such other limits as the parties hereto may agree upon in writing from time to time.
 - (b) Deliver to the State a certificate from the insurer of said Permittee certifying that coverage is not less than the above named amounts is in force and that, in the event of cancellation or modification of such coverage, the insurer will give the State at least (10) days written notice prior to any cancellation or modification.
10. All obligations under this agreement which involve the expenditure of funds by the State shall be subject to the availability of such appropriated funds.

83042-0110

275-1764

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

THE PORT BURELY HILL COMPANY

By [Signature]
 Title

Attest _____
 Title

Affix Seal of Corporation

STATE OF WASHINGTON
 DEPARTMENT OF NATURAL RESOURCES

[Signature]
 BRIAN J. POYER
 Commissioner of Public Lands

Affix Seal of Commissioner of Public Lands

App. No. B1504
 033055

STATE OF WASHINGTON
 County of [Blank]

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 20th day of JANUARY, 19 83, and year first above written.

[Signature]
 Notary Public in and for the State of WASHINGTON, residing at [Address]

830409010

EXCISE TAX EXEMPT

20, 1983 276-1786

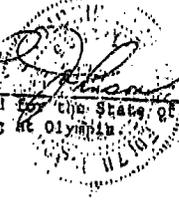
BILLIE EDER
 KITSON COUNTY TREASURER

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

On this 11 day of March, 1968, before me personally appeared
BRIAN J. BOYLE, to me known to be the Commissioner of Public Lands, and ex officio
administrator of the Department of Natural Resources of the State of Washington, the
Department that executed the within and foregoing instrument on behalf of the State of
Washington, and acknowledged said instrument to be the free and voluntary act and deed of
the State of Washington for the uses and purposes therein mentioned, and on oath stated
that he was authorized to execute said instrument and that the seal affixed is the
official seal of the Commissioner of Public Lands for the State of Washington.

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


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



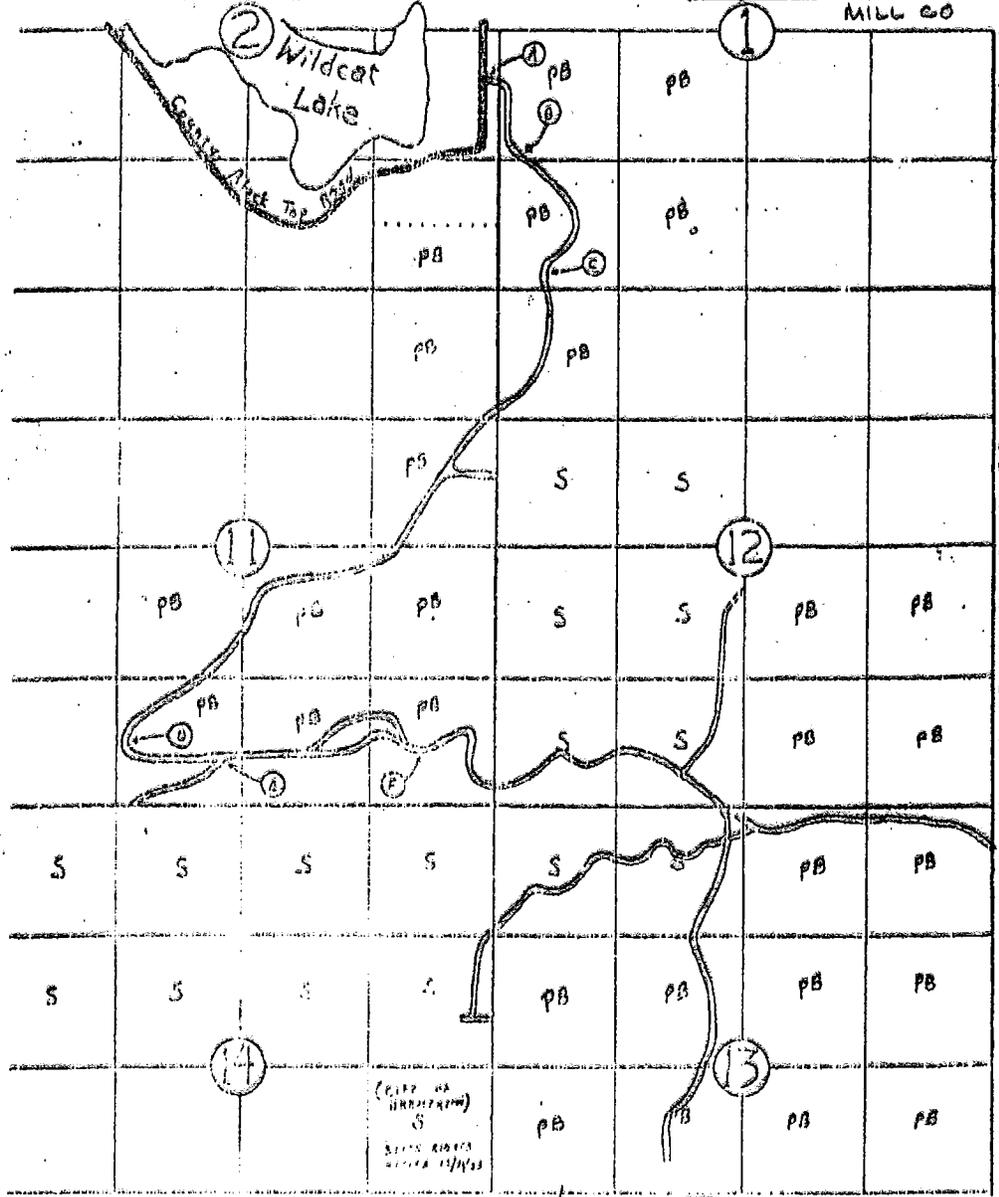
8304290110

27571768

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

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

State of Washington
 THE PORT BLAKELY
 MILL CO



Scale: 1" = 1320' / 40' = 1 mile
 8304290116

Exhibit "A"
 275 1767

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 04:19 PM Page: 1 of 4
Karen Flynn, Kitsap Co Auditor

EXCISE TAX EXEMPT MAR 20 2007

*Section 1 TS 247 Range 1W
COV 8 see additional page
Assessors property tax parcel
012401-2-033-1005
see attached pg. 4*

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

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

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

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

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

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

CENTRAL KITSAP GREENWAY (PORT BLAKELY TREE FARM):

PARCEL A: The West Half of the Northwest Quarter; the Southwest Quarter; all in Section 1, Township 24 North, Range 1 West, W.M., in Kitsap County, Washington;

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

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

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

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

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

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

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

Dated this 26th day of March, 2007

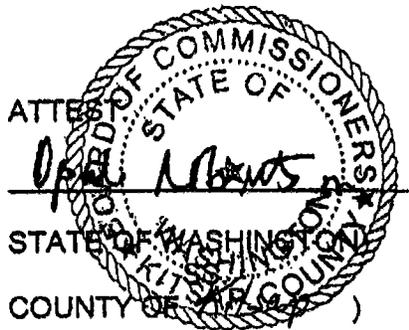
By: 

Title: Chair of Board of Commissioners

PARKS & RECREATION
Deed Reg Fee: \$ 35.00
08/30/2007 04:10 PM
Karen Flynn, Kitsap Co Auditor

200703300433

Page: 2 of 4

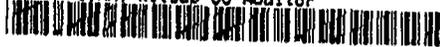


PARKS & RECREATION

200703300433

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

Page: 3 of 4

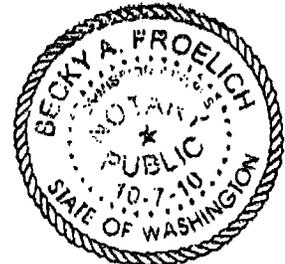


THIS IS TO CERTIFY that on this 26th day of March 2007, before me the undersigned Notary Public in and for the 'State of Washington, duly commissioned and sworn, personally appeared

Chris Endresen to me. This individual is known to be the Chair of the Board of Co. Commissioners of the Board of County Commissioners that executed the foregoing deed and acknowledged to me that they signed and sealed the same as the free and voluntary act and deed of said _____ and on oath stated that they were authorized to execute said instrument and that the seal affixed is the seal of said _____

_____ WITNESS my hand and official seal the day and year in this certificate first above written.

Becky A. Froelich Becky A. Froelich
Notary Public in and for the State of Washington, residing in
Kitsap County. My commission expires
10/17/2010



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


 200404190409
 Page: 2 of 8
 04/19/2004 04:07P
 FIRST AMERICAN TITLE INS DEED \$26.00 Kitsap Co, WA

PARKS & RECREATION 200703300433
 Debt Reg. Fee: \$ 35.00
 03/20/2007 04:16 PM
 Aaron Flynn, Kitsap Co Auditor
 Page: 4 of 4




200404190410

Page 1 of 7

04/19/2004 04:07P

Kitsap Co, WA

FIRST AMERICAN TITLE INS

NOTICE #25 60

AFTER RECORDING MAIL TO:

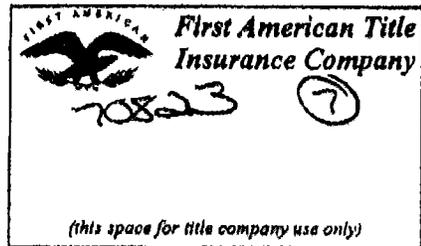
Name DNR - South Puget Area-Enumclaw

Address 950 Fireman Ave N

City/State Enumclaw, WA 98022

Document Title(s): (or transactions contained therein)

1. **Notice of Continuing Forest Land Obligations**
- 2.
- 3.
- 4.



Reference Number(s) of Documents assigned or released:

- Additional numbers on page ___ of document

Grantor(s): (Last name first, then first name and initials)

1. **Port Blakely Tree Farms (Limited Partnership)**
- 2.
- 3.
- 4.
5. Additional names on page ___ of document

Grantee(s): (Last name first, then first name and initials)

1. **Kitsap County**
- 2.
- 3.
- 4.
5. Additional names on page ___ of document

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)

Ptms Sec 1,2,11,12 Twp 24N Rge 1W 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.

RECORDPA

KITSAP TRACT #1

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



SOUTH PUGET AREA - ENUMCLAW
950 FIREMAN AVE N
ENUMCLAW, WA 98022
360 825 1631

EXCISE TAX EXEMPT APR 19 2004
CONTINUING FORESTLAND OBLIGATIONS

Washington State Department Of Natural Resources
Notice of Continuing Forest Land Obligation

Sellers and Buyers of land and perpetual timber rights have certain rights and responsibilities when The land or perpetual timber rights are sold or transferred. Where the land is subject to certain continuing forestland obligations including without limitation reforestation, Road Maintenance and Abandonment Plans and Harvest Strategies along Type 4 Waters in Eastern Washington, prior to the sale or transfer of the land or perpetual timber rights the law requires that the following occur: 1) the seller shall notify the buyer of the existence and nature of the obligation and 2) the buyer shall sign a Notice of Continuing Forestland Obligation Form indicating the buyer's knowledge of such obligation. At the time of sale or transfer of the land or perpetual timber rights the seller shall send the signed Form to the Department of Natural Resources (DNR). The Form may be obtained from your DNR region office.

If the seller fails to notify the buyer about the continuing forest land obligation referenced above, the seller shall pay the buyer's costs related to such continuing forest land obligation, (including all legal costs) incurred by the buyer in enforcing the continuing forestland obligation against the seller. Failure by the seller to send the required notice to the DNR at the time of sale shall be prima facie evidence. In all action by the buyer against the seller for costs related to continuing forest land obligation, that the seller did not notify the buyer of the continuing forest land obligation prior to sale. See RCW 76.09.070, RCW 76.09.390 and W AC 222-20-055.

There are also other types of continuing forestland obligations subject to certain requirements, including without limitation Small Forest Landowner Forest Riparian Easements and Landowner Landscape Plans. For more information contact the DNR Regional Office.

CONTINUING OBLIGATION/S

Reforestation (RCW 76.09.070)

Obligation exists on the property identified above and relates to the following Forest Practice Application/Notification (FPA/N) Numbers (list all that apply, add attachment if necessary):

No Reforestation obligation exists on the property.

Road Maintenance and Abandonment Plan (WAC 222-24.051)

Obligation exists on property identified above and relates to the following FPA/N Numbers and/or Road Maintenance Plan Numbers (list all that apply, add attachment if necessary): R 240048



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FIRST AMERICAN TITLE INS NOTICE #23.00 Kitsap Co, WA

No Road Plan obligation exists on the property.

Harvest Strategy along Type 4 Waters in Eastern Washington (W AC 222-30-022 (2)(b))

 Obligation exists on the property identified above and relates to the following FPA/N Numbers (list all that apply, add attachment if necessary):

 No Harvest Strategy obligation exists on the property.

PROPERTY IDENTIFICATION

Land/Rights Sold/Transferred (circle one): *Land and Timber* Land Perpetual Timber Rights

Date that the Land/Rights was/were Sold/Transferred (month/day/year): _____

County: Kitsap

DNR Region: Central Washington

Legal Description of the Lands/Rights being Sold/Transferred (include county parcel number/s, add attachment if necessary):

See attached Exhibit A for legal descriptions and Exhibit B for tax parcel numbers

SELLER:

Signature: _____

Date: 4-15-04

Print name: James E. Wagoner

Title: Chairman + Board Member

Address: 8133 River Drive SE

Turnwater, WA 98501

Phone: (360) 570-1992

BUYER:

Signature: _____

Date: _____

Print name: _____

Title: _____

Address: _____

Phone: _____

NOTE TO SELLER

At the time of sale or transfer of the property or the perpetual timber rights: The seller is responsible for delivering (by certified mail or in person) the SIGNED ORIGINAL to the DNR Region Office in which the property is located. However, if you choose to also have this form recorded by the county, the original is delivered to the county and a copy delivered (by certified mail or in person) to the DNR Region Office.

FOR DEPARTMENTAL USE ONLY

Notice of Continuing Forestland Obligation #: _____ Date Received: _____



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Page: 4 of 7

04/19/2004 04:07P

FIRST AMERICAN TITLE INS NOTICE \$25.00 Kitsap Co, WA

01/1/2004

No Road Plan obligation exists on the property.

Harvest Strategy along Type 4 Waters in Eastern Washington (W AC 222-30-022 (2)(b))

Obligation exists on the property identified above and relates to the following FPA/N Numbers (list all that apply, add attachment if necessary):

No Harvest Strategy obligation exists on the property.

PROPERTY IDENTIFICATION

Land/Rights Sold/Transferred (circle one): *Land and Timber* Land Perpetual Timber Rights

Date that the Land/Rights was/were Sold/Transferred (month/day/year): _____

County: Kitsap

DNR Region: Central Washington

Legal Description of the Lands/Rights being Sold/Transferred (include county parcel number/s, add attachment if necessary):

See attached Exhibit A for legal descriptions and Exhibit B for tax parcel numbers

SELLER:
Signature: _____
Date: _____
Print name: _____
Title: _____
Address: 8133 River Drive SE
Tumwater, WA 98501
Phone: (360) 570-1992

BUYER:
Signature: Patty Lent
Date: 4-14-04
Print name: PATTY LENT
Title: CHAIR, BOARD OF KITSAP County
Address: 64 Durson St. Commisssioner
P.O. Box 10000
Phone: _____

NOTE TO SELLER

*At the time of sale or transfer of the property or the perpetual timber rights:
The seller is responsible for delivering (by certified mail or in person) the SIGNED ORIGINAL to the DNR Region Office in which the property is located. However, if you choose to also have this form recorded by the county, the original is delivered to the county and a copy delivered (by certified mail or in person) to the DNR Region Office.*

FOR DEPARTMENTAL USE ONLY

Notice of Continuing Forestland Obligation #: _____ Date Received: _____



200404190410

Page: 5 of 7

04/19/2004 04:07P

Kitsap Co, WA

FIRST AMERICAN TITLE INS

NOTICE \$25.00

11/3/2004

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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FIRST AMERICAN TITLE INS NOTICE #23.00 Kitsap Co, WA

Exhibit B
Tax Parcel Numbers:

012401-2-033-1005, 012401-2-034-1004, 012401-2-035-1003, 012401-2-036-1002,
012401-3-001-1001, 012401-3-002-1000, 012401-3-003-1009, 012401-3-004-1008,
012401-3-005-1007, 012401-3-006-1006, 012401-3-007-1005 & 012401-3-008-1004

(As to Parcel A)

022401-4-002-1007 & 022401-4-025-1000

(As to Parcel B)

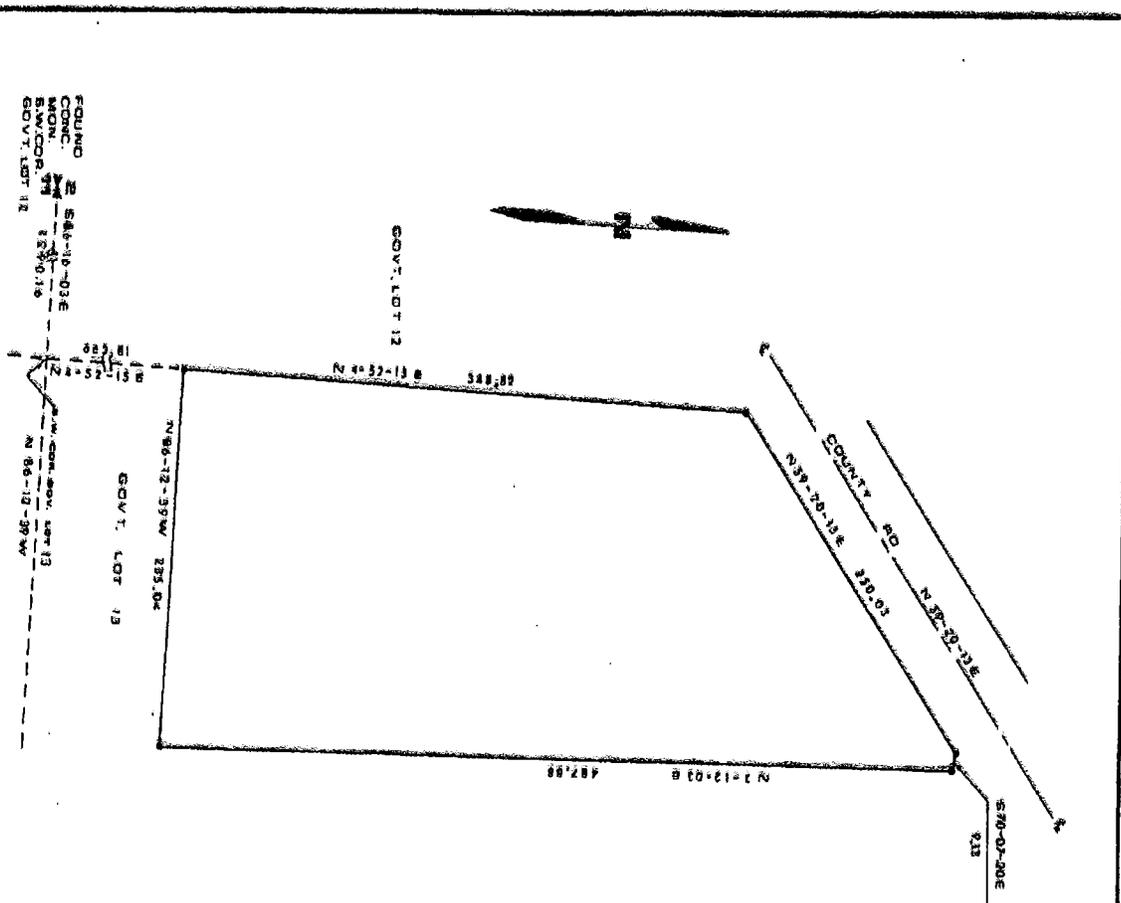
112401-1-016-1006, 112401-1-017-1005, 112401-1-018-1004, 112401-1-019-1003,
112401-3-027-1009, 112401-3-028-1008, 112401-4-001-1007, 112401-4-002-1006,
112401-4-003-1005, 112401-4-004-1004, 112401-4-005-1003, 112401-4-006-1002,
112401-4-007-1001, 112401-4-008-1000, 112401-3-029-1007 & 112401-3-030-1004

(As to Parcel C)

122401-2-007-1004 & 122401-2-008-1003

(As to Parcel D)

 200404190410
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04/19/2004 04:07P
Kitsap Co, WA
FIRST AMERICAN TITLE INS NOTICE \$25.00



FOUND 2 S 86-10-03 E
 MON. 231
 N 86-10-03 E 1340.16
 GOVT. LOT 12

FILE # 1082858
 RECROSSER
 Survey No. 0224012 4401

UNITED CONTRACT
 1000 1st St
 Seattle, WA 98101

This is a true and correct copy of the original plat as recorded in the office of the County Auditor, King County, Washington, on 10/27/23.

T. A. JOHNSON PE
BOX 97 692 8185
SILVERDALE WA

DESCRIPTION

THAT PORTION OF THE W. 1/4 OF GOVT. LOT 13, SEC. 2, T. 8 N., R. 14 W., IN KING COUNTY, WA, DESCRIBED AS FOLLOWS: BEGINNING AT THE S.E. COR. OF TR. 13, WITHOUT LANE TRACTS ACCORDING TO PLAT RECORDED IN VOL. 5 OF PLS. PAGE 24; THENCE SOUTH 4° 52' 35" W. TO SOUTHERLY ANGLE OF CO. RD.; THENCE CONTINUE S 4° 52' 35" W. TO SOUTH LINE OF W. 1/2 OF SAID GOVT. LOT 13; THENCE W. 86° 12' 39" W. FOR FEET TO TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE N 86° 12' 39" W. 235.04 FEET MORE OR LESS TO WEST LINE OF SAID GOVT. LOT 13; THENCE N. 4° 52' 35" S 487.88 FEET TO SOUTH LINE COUNTY RD.; THENCE EASTERLY ALONG S. LINE OF CO. RD. TO A POINT WHICH IS MORE OR LESS 487.88 FEET WEST OF THE S. COR.; THENCE S 2° 12' 08" W. 487.88 FEET TO TRUE POINT OF BEGINNING OF THIS DESCRIPTION.

DATE	BY	NO.
3-9-14		1
10-2-10-02 S		1

NOTICE OF APPROVAL
OF
- DESIGNATED FOREST LAND -

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

830 Logan Building
(Address)

Seattle, Washington 98101

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

ACCT: 8022401-4-025-1000

Lot 19 EX N 1/2

No. 1-75 21.5 Acres

Section 2 Township 24 N Range 1W (RANGE) (West)

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

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

P. C. Rutherford
(Assessor) P. C. Rutherford
Kitsap
(County)

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

PTF No. 156
5/73

Filed for Record Feb 13 10 25 AM 1975
Request of TED WRIGHT, Kitsap County Auditor

RECEIVED 5/15/75

171302

NEW FILE REQUEST

- Contract Review
- Public Records Request
- Work Request

DATE RECEIVED: _____ DPA ASSIGNED: KMH

CLIENT NAME/DEPARTMENT: Parks & Rec

CONTACT PERSON: Chip Faver

NAME OF FILE: DNR Land Exchange
(Port Blakely Tree Farm)

SUB-CATEGORY - only applies to Work Request files and cannot be changed after the file has been opened:

- Claim for Damages
- Draft Contract
- Easement
- Employment
- Grievance
- Growth Management Act
- Project

COMPANION FILE(S) (OTHER FILES RELATED TO THIS ONE): 07-22-1141

KEY WORDS: Dept. Natural Resources ; Port Blakely
Wild Cat Lake ; Port Blakely Tree Farm

DEADLINE/PREFERRED TIMEFRAME: _____

TICKLE DATES, IF ANY: _____

FILE NUMBER ASSIGNED: 09-22-1277



WASHINGTON STATE DEPARTMENT OF
Natural Resources

EXCHANGE AGREEMENT

THIS AGREEMENT is made as of the ____ day of _____, 2009, by and between the STATE OF WASHINGTON, acting by and through the Department of Natural Resources (hereinafter referred to as "State") and Kitsap County Parks and Recreation Department (hereinafter referred to as "Exchanger").

WHEREAS, Exchanger is the owner of certain real property ("Exchange Property") located in Kitsap County, Washington; and

WHEREAS, State is the owner of certain real property ("State Property") located in Kitsap County, Washington; and

WHEREAS, Exchanger desires to acquire the State Property; and State desires to acquire the Exchange Property;

NOW, THEREFORE, in exchange for the mutual promises and covenants herein contained, and other good and valuable consideration, the mutual receipt and sufficiency of which is hereby acknowledged by Exchanger and State, it is agreed as follows:

SECTION 1 EXCHANGE PROPERTY

1.1 Conveyance. Exchanger shall convey and exchange to State, and State shall accept from Exchanger, all subject to the terms and conditions of this Agreement, that certain real property located in Kitsap County, Washington the legal description of which is set forth on Exhibit A attached hereto and incorporated by this reference herein, together with the following:

(i) All rights, tenements, hereditaments, easements, associated tidelands, and appurtenances, including, but not limited to, any rights, title and interest of Exchanger in and to all trees, crops, oil, gas, sand, gravel, water rights, or mineral rights;

(ii) All improvements, if any, and other items located upon or within said real property;

(iii) All easements, rights-of-way and other rights used in connection with said real property, including but not limited to maintenance easements, rights to adjacent streets, roads, alleys and rights-of-way;

- ~~(iii)~~ (iv) — All permits, plans, licenses, surveys, consultant's reports (including appraisals) on all matters, including but not limited to soils, engineering, traffic, environmental matters, and wetlands made by, for or on behalf of Exchanger with respect to the property, and an assignment of all representations and warranties made therein to Exchanger.

1.3 Timber Reservation. Exchanger shall reserve timber now growing or downed as set forth in and according to the terms of a timber reservation set forth in Exhibit A-1 ("Timber Reservation") on those portions of the State Property described and shown on the maps attached as Exhibit A-2. The portions of the State Property covered by the Existing Timber Sale Contracts shall be included in the Timber Reservation area until their respective completion dates, as the same may be extended as expressly provided in the Timber Reservation. ***May not be needed depending on how DNR handles receipt of RMAP cash up front from the County.***

SECTION 2 STATE PROPERTY

2.1 Conveyance. State shall convey and exchange to Exchanger, and Exchanger shall accept from State, all subject to the terms and conditions of this Agreement, that certain real property located in Kitsap County, Washington the legal description of which is set forth on Exhibit B attached hereto and incorporated by this reference herein together with the following:

- (i) All rights, tenements, hereditaments, easements, and appurtenances, including, but not limited to, any rights, title and interest of State in and to all subject to the reservation set forth in 2.2;
- (ii) All improvements, if any, and other items located upon or within said real property;
- (iii) All easements, rights-of-way and other rights used in connection with said real property, including but not limited to maintenance easements, rights to adjacent streets, roads, alleys and rights-of-way;
- (iv) All permits, plans, licenses, surveys, consultant's reports (including appraisals) on all matters, including but not limited to soils, engineering, traffic, environmental matters, and wetlands made by, for or on behalf of State with respect to the property, and an assignment of all representations and warranties made therein to State.

2.2 Mineral Reservation. State reserves minerals, excluding surface minerals such as rock, sand, and gravel, in perpetuity for the portions of the State Property legally described in Exhibit B-1C.

2.3 Road Access. State reserves management access on all forest roads across parcel S-1 and S-2 in Sections 25, and Section 36, all in T25N, R01W, W.M. in Kitsap County Washington, using reservation language similar to that shown in Exhibit B-2, unless otherwise agreed to by State in writing

SECTION 3 CLOSING

3.1 Closing Date. "Closing," "Closing Date" or "Date of Closing" as those terms are used herein, shall mean the date upon which all documents are recorded and monies paid to complete the exchange contemplated herein. The Date of Closing shall be as soon as practicable to facilitate an orderly closing but no later than June 25~~30~~, 2009 unless otherwise agreed in writing by the parties.

3.2 Escrow. This transaction shall be closed in escrow at Land Title Company of Kitsap County, (name) (address), ("Escrow Company") which shall be arranged by State within ten (10) days of execution of this Agreement. The parties shall deposit the necessary documents and funds in escrow sufficiently in advance of the Closing Date to facilitate an orderly closing. State and Exchanger shall each pay one-half of the Escrow Company's fee.

3.3 Cost Reimbursement Value. Pursuant to the authority granted to State under RCW 79.17.010 during the biennium ending June 30, 2009, Exchanger shall reimburse State in the amount of _____ (\$) for the State's appraisal and administrative costs incurred to facilitate this exchange to be paid to Escrow Company prior to closing. This cost reimbursement shall be deposited into the resource management cost account upon closing. In the event the exchange fails to close because either party exercises a right to terminate for failure of a contingency as provided herein, this amount shall be refunded to Exchanger. (administrative costs: land tech, project manager as tracked by project code; appraisal costs as tracked by the appraisal unit; and if possible ~ \$30K in RMAP obligations that come with the Kitsap lands)

SECTION 4 CONVEYANCE, TITLE INSURANCE AND POSSESSION.

4.1 Possession. The parties shall be entitled to possession of the property on the Closing Date, and each party shall have a right of entry pursuant to Section 5 below.

4.2 Form of Deed. On the Closing Date, Exchanger shall convey title to the Exchange Property to State by Statutory Warranty Deed substantially in form as set forth in Exhibit A-3, and State shall convey the State Property to Exchanger by Quitclaim Deed substantially in form as set forth in Exhibit B-3C.

4.3 Title Insurance. This Agreement is conditioned upon each party accepting title as set forth below.

(a) State has obtained a preliminary commitment for an ALTA Owner's Standard Coverage Policy of title insurance (hereafter "Preliminary Commitment"). Exchanger agrees to pay the cost of title insurance for the Exchange Property and warrants that Exchanger's Title to the Exchange Property to be good, marketable and insurable subject only to such exceptions set forth below or subsequently approved by State.

(b) State shall not furnish insurance insuring title to the State Property. Exchanger shall be responsible for procuring title insurance for the State Property at Exchanger's sole expense. Exchanger's sole remedy for title defects shall be termination of this Agreement as set forth below. To exercise the termination rights set forth in subsection (d) Exchanger must obtain a Preliminary Commitment of title insurance within fifteen (15) days after the date of this Agreement.

(c) Within seven (7) days of its receipt of the Preliminary Commitment, or the Date of this Agreement whichever is later, each party must notify the other in writing of any exceptions thereto which are wholly or conditionally acceptable (hereafter "Title Notice"). Following giving of Title Notice, if additional encumbrances affecting either property arise, the party acquiring the affected property shall have twenty (20) days from receipt thereof to review and approve these additional items. Failure to so approve in writing any exception to title shown in the Preliminary Commitment or arising thereafter shall be deemed to be a disapproval of such exception.

(d) State (without obligation) and Exchanger (by the exercise of its reasonable efforts and with due diligence) shall, prior to or at the Closing Date, at its sole cost and expense, undertake to remove, eliminate or modify any exceptions not acceptable to the other party; provided that in the event Exchanger or State is unable to cure such objections, Exchanger or State shall so advise the other party in writing within five (5) days following the expiration of the review period described in Section 4.3(c) above and thereafter the affected party shall have ten (10) days within which to make an election to accept such encumbrance or terminate and cancel this Agreement. This election shall be made in writing to the other party within said ten (10) day period. A failure to give such written election within said ten (10) day period shall be deemed an election by said party to reject the status of the title and to terminate this Agreement. Upon such termination, the rights and obligations of the parties shall terminate and any monies deposited by a party pursuant to this Agreement shall be returned to the party depositing the same.

(e) On the Closing Date, Exchanger shall cause the Title Company to insure title to the Exchange Property in the name of State in the amount of State's appraised value of Exchange Property, subject only to the exceptions contained in the ALTA Owner's Policy

Form, and the exceptions set forth in the Preliminary Commitment which are accepted by State.

SECTION 5 RIGHTS AFTER ACCEPTANCE

5.1 **Inspection.** After the Date of this Agreement, each party shall permit the other and/or its designated agents to enter upon the property at all reasonable times for the purpose of conducting environmental assessments and investigating the property and the physical condition thereof, including, without limitation, soil, water, and air conditions, and the condition of improvements, if any, upon the property. Inspections by either party shall not be construed as estopping actions upon any warranty made herein.

5.2 **Studies.**

(a) **New Studies.** Each party shall have the right to prepare, or have prepared, appraisals, market and engineering studies, soils tests, feasibility studies, surveys, resurveys or survey updates, environmental investigations and such other tests, studies or investigations (all of which are collectively referred to as the "New Studies") with respect to the property to be received. Each party shall be solely responsible for costs of all the New Studies obtained by that party.

(b) **Termination Rights.** If a party determines, at its sole discretion, that the New Studies indicate the property to be received is not suitable for the intended use by that party or the property presents risk of liability unacceptable to that party, that party may terminate this Agreement without further obligation. Neither party makes any warranty as to the accuracy of the New Studies.

5.3 **Subsequent Acts.** Between the Date of this Agreement and the Closing Date, each party shall maintain their property and keep it in condition at least as good as on the Date of this Agreement. Neither party shall remove any timber, harvestable crop, improvements, minerals, sand, gravel, or other item from the their property after the Date of this Agreement without prior, written approval by the other.

SECTION 6 CONTINGENCIES

6.1 **State Approval.** This Agreement is contingent on approval by the Board of Natural Resources acting in the best interests of the trusts. If, on or before the ninetieth (90th) day after the Date of this Agreement, State has not delivered to Exchanger a written notice of the Board of Natural Resources' approval (Approval Notice) to consummate the acquisition of the Exchange Property, then State or Exchanger may terminate this Agreement by giving written notice of termination (Termination Notice) to the other party. The right of termination shall not be effective if Exchanger receives the Approval Notice prior to Exchanger sending the Termination Notice.

6.2 **Mutual Conditions.** The obligations of both Exchanger and State under this Agreement are further subject to and contingent upon the following:

- (a) The truth and accuracy as of the Closing Date of all representations and warranties set forth in this Agreement or in any instrument or document delivered hereunder.
- (b) The delivery on or prior to the Closing Date of all documents and instruments required by the terms of this Agreement.
- (c) The performance on or prior to Closing of all acts required under this Agreement.
- (d) The absence at Closing of any violation of any federal, state or local law, rule, regulation or ordinance affecting the use, occupancy or condition of the Exchange or State Property.
- (e) The absence at Closing of any failure to comply with the order of any court, government authority or agency pertaining to the Exchange or State Property or the use, occupancy or condition thereof.
- (f) The absence at Closing of any proceeding or threat of any proceeding to condemn all or any part of the Exchange or State Property by a proceeding in eminent domain.
- (g) Conveyance of acceptable title as provided in Section 4.
- (h) Approval of the Existing and/or New Studies pursuant to subsection 5.2.

6.3 Waiver. If any condition specified in Section 6.2 is not met at Closing, a party may waive such condition in writing or it may terminate this Agreement without any further liability.

6.4 Refund. Upon termination under subsection 6.1 or 6.2, any monies deposited pursuant to this Agreement shall be promptly returned.

SECTION 7 REPRESENTATIONS AND WARRANTIES

Exchanger makes the following representations and warranties to State. Each of these representations and warranties is material and is relied upon by State. Each of the representations and warranties shall be deemed accurate through Closing and shall survive Closing.

7.1 Title. Title to the Exchange Property is vested in Exchanger.

7.2 No Liabilities. There exists upon the Exchange Property no condition which is in violation of any statute, ordinance, regulation or administrative or judicial order or holding, whether or not appearing in the public records which affects the Exchange Property.

7.3 Correctness. The accuracy and truthfulness of all information furnished by Exchanger to State with respect to the Exchange Property excluding Existing Studies.

7.4 Litigation. There is no pending or threatened litigation affecting the Exchange Property or any portion thereof, including but not limited to alleged violation of federal, state or local environmental laws. Neither Exchanger nor its predecessors have received any notice relating to a breach or suspected breach of any environmental laws.

7.5 Condition of Exchange Property. To the best of Exchanger's knowledge, Exchanger represents and warrants the following: there are no apparent or latent defects in the Exchange Property; the Exchange Property does not contain any underground storage tanks, surface impoundments, asbestos or asbestos-containing material, or polychlorinated biphenyls (PCBs) or PCB-containing materials, past or present refuse dump sites, chemical storage sites, areas of heavily stained soil or sites known hazardous materials releases other than those indicated and described by exhibit attached hereto, which is a full representation of such conditions; and the Exchange Property is free from the presence of hazardous waste or materials and no hazardous waste or materials have been generated, stored, released, disposed of, or transported over, on or within the Exchange Property. The term "hazardous waste or materials" includes any substance, waste or material defined or designated as hazardous, toxic or dangerous (or any similar term) by any federal, state or local statute, regulation, rule or ordinance now in effect, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq., and the Model Toxics Control Act, RCW 70.105D. Exchanger has no undisclosed knowledge of any fact or condition that would materially impair the market value of the Exchange Property, would materially increase the cost of operating the Exchange Property or would be inconsistent with the terms of this Agreement.

7.6 Authorization. Exchanger has the right and authority to enter into this Agreement and all documents contemplated by this Agreement, to make the representations and warranties set forth herein and to perform this Agreement in accordance with its terms. Neither the execution of this Agreement nor its performance by Exchanger will conflict with or result in the breach of any mortgage, deed of trust, encumbrance, restriction, covenant, agreement or other undertaking whatever.

SECTION 8 INDEMNITY AND HOLD HARMLESS

Exchanger agrees to indemnify, defend with counsel acceptable to State, and hold harmless the State, its agencies, employees, officers and agents from (a) all liabilities, losses, claims, demands, damages, assessments, costs and expenses (including reasonable attorneys' and consultants' fees) of every kind (hereafter "Liabilities") resulting from, arising out of or relating to the breach by Exchanger of any of its representations, warranties, or covenants contained in this Agreement and (b) all Liabilities arising under, resulting from or arising out of any activities of Exchanger, its agents, employees, contractors, subcontractors, permittees, or licensees at the Exchange Property prior to or at Closing.

SECTION 9 DESTRUCTION OR CONDEMNATION

Each party shall bear the risk of loss associated with its property prior to Closing. If, on or before the Closing Date, either property is materially damaged, or condemnation proceedings are commenced with respect to a property, the party receiving that property shall have the right, at its sole election, by giving notice to the other, either to terminate this Agreement or to exchange the property in accordance with this Agreement. If a party elects to terminate this Agreement, all rights and obligations of the parties shall terminate. If a party elects to exchange the property in accordance with this Agreement, the party receiving the damaged or condemned property shall be entitled to all insurance proceeds or condemnation awards payable by reason of such damage or condemnation. Each party shall immediately give notice to the other upon the occurrence of any damage to their property or the initiation of any condemnation proceedings affecting their property. The term "material damage" as used in this section shall mean any damage or destruction which exceeds 5 % of the value of the Property.

SECTION 10 CLOSING AND CLOSING COSTS

Prior to or on the Closing Date, Exchanger and State shall deposit the following documents and funds in escrow, to be closed in accordance with the instructions of State and Exchanger consistent with this Agreement:

10.1 Exchanger Obligations. Exchanger shall deposit the following:

- (a) Duly executed and acknowledged Statutory Warranty Deed conveying the Exchange Property to State and a Real Estate Excise Tax Affidavit;
- (b) ~~_____ (b) _____~~ Funds necessary to pay Exchanger's costs as specified herein including Cost Reimbursement Value;
- (c) Assumption of leases and contracts, substantially in form set forth in Exhibit A-4, to the State Property for contracts listed in Exhibit A-5
- (d) ~~_____ (d) _____~~ Lease amendments or lease replacement for State parcel S-2 with terms and conditions mutually acceptable to State and Exchanger and existing tenant for S-2
- (e) ~~_____ (e) _____~~ If Exchanger is a corporation or partnership, a certified resolution authorizing the execution of all documents delivered at the Closing; and
- (d) Signed acceptance of Continuing Forestland Obligations form (Exhibit C) by all future owners for existing State forested parcels
- (e) ~~_____ (e) _____~~ Easement grants from Exchanger to State with terms and conditions mutually acceptable to State and Exchanger similar to easement terms and conditions listed in Exhibit X.

~~(e)~~ ~~(d)~~ Such other funds or documents, including without limitation, closing instructions as required of Exchanger to close the exchange in accordance with this Agreement.

10.2 State Obligations. State shall deposit the following:

- (a) Duly executed and acknowledged Quit Claim Deed conveying the State Property to Exchanger and a Real Estate Excise Tax Affidavit;
- (b) Funds necessary to pay State's cost as specified herein; and
- (b) Tenant Estoppel Statements from all current State tenants for Exhibit B properties using format acceptable to State and being similar to Exhibit B-4
- (d) Signed acceptance of Continuing Forestland Obligations form (Exhibit M) by State for existing Exchanger forested parcels
- ~~(e) Easement grants from State to Exchanger with terms and conditions mutually acceptable to State and Exchanger similar to easement terms and conditions listed in Exhibit X.~~
- (c) Such other funds and documents, including without limitation, closing instructions as are required of State to close the exchange in accordance with this Agreement.

10.3 Prorations. All rents and other income, if any, and water, sewer, utility and maintenance charges, and any other expenses with respect to the operation of the properties shall be prorated between Exchanger and State as of the Closing Date, and to the extent information then available, such proration shall be made as of the Date of Closing. Such proration shall be adjusted and completed after the Closing Date as and when complete information becomes available, and State and Exchanger agree to cooperate and use their best efforts to complete such prorations not later than sixty (60) days after the Closing Date. No insurance prorations shall be made. Each party shall pay any assessments charged against their property in full prior to or at Closing unless otherwise agreed in writing. Exchanger shall pay all real estate taxes and personal property taxes related to the Exchange Property, if any, through the Date of Closing. In the event Exchanger has prepaid any real estate taxes, Exchanger may seek a refund from the appropriate county official; State shall have no obligation to refund or pay any such amount to the Exchanger. Exchanger shall pay any real property excise tax due, and the cost of any revenue stamps, if applicable, required to complete this transaction. Each party will pay their own recording fees.

10.4 Compensating Tax. Exchanger shall pay any and all compensating tax, as defined under chapters 84.33 RCW or 84.34 RCW, that may come due as a result of this transaction.

SECTION 11 CONTINUING FORESTLAND OBLIGATIONS

Exchanger and State acknowledge that the State Property and the Exchange Property are subject to certain continuing forestland obligations applicable to the properties under the forest practices rules adopted pursuant to RCW 76.09.070, including but not limited to the continuing obligations, if any, listed on the notice which is attached hereto as Exhibit H (the "Continuing Obligations"). At or before Closing, Exchanger and State each agree to sign and deliver to the other originals of the notice attached hereto as Exhibit H or such other notice that indicates the Exchanger's and State's knowledge of the Continuing Obligations as may be required by the Washington Department of Natural Resources ("DNR") at the time of Closing. At Closing, Exchanger and State shall each send the executed notice(s) to the appropriate DNR region office of jurisdiction, in accordance with the requirements of RCW 76.09.390. As of Closing, Exchanger and State each assume and agree to perform the Continuing Obligations at their sole cost and expense in a timely fashion.

SECTION 12 SURVIVAL

The representations, warranties, indemnification and obligations (to the extent such obligations are not fully performed at closing) contained herein are intended to survive closing and shall be deemed not to have merged into the deeds.

SECTION 13 REAL ESTATE COMMISSION

Exchanger shall pay any real estate commission payable in connection with this transaction. Any real estate agent or broker acting in this transaction shall be deemed to be the sole agent of Exchanger.

SECTION 14 NOTICES

All notices required or permitted to be given hereunder shall be in writing and shall be deemed given upon personal service or receipt after deposit in the United States first class mail addressed as follows:

To Exchanger:

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

To State:

Brad Pruitt
Transactions Manager

South Puget Sound Region
Department of Natural Resources
1111 Washington St SE
PO Box 47003
Olympia, WA 98504-7003

With Copy to:

Cindy Neff
Property and Acquisition Specialist
Asset Management and Recreation Division
Department of Natural Resources
1111 Washington St SE
PO Box 47003
Olympia, WA 98504-7003

The foregoing addresses may be changed by written notice.

SECTION 15 MISCELLANEOUS

15.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties. No other prior and contemporaneous negotiations, understandings and agreements, whether oral or written shall be deemed to exist or bind any of the parties hereto.

15.2 Binding Nature. All rights and obligations arising out of this Agreement shall inure to the benefit of and be binding upon the respective successors, heirs, assigns, administrators, executors and marital communities, if any, of the parties hereto.

15.3 Washington 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.

15.4 Time of the Essence. Time is of the essence of this Agreement. No waiver or consent to any breach or other default in the performance of any of the terms of this Agreement shall be deemed to constitute a waiver of any subsequent breach of the same or any other term or condition hereof. In the event time for performance falls on a weekend or legal holiday designated by the United States or Washington State, performance shall be deemed to be timely rendered if so rendered on the next business day.

15.5 Captions. The captions and section headings hereof are inserted for convenience purposes only and shall not be deemed to limit or expand the meaning of any section.

15.6 Invalidity. If any provisions of this Agreement shall be invalid, void or illegal, it shall in no way affect, impair or invalidate any of the other provisions hereof.

15.7 Counterparts. This Agreement may be signed in counterparts, any one of which shall be deemed an original.

15.8 Date of Agreement. The Date of this Agreement shall be the date on which the last party executes this Agreement. Said date shall be inserted on the first page hereof when such date is determined.

15.9 Good Faith. Both parties shall act reasonably and in good faith in order to consummate this transaction, and neither party shall sell nor dispose of any of the property nor cause or suffer the creation of any matter of record, or defect in the title to the property for the purpose of avoiding its obligation to close.

15.10 Default. In the event that either party defaults in the performance of any of that party's obligations under this Agreement, the non-defaulting party shall have all remedies available in law or equity, but neither party shall be liable for consequential damages.

15.11 Assignability. This Agreement shall not be assigned without the prior written consent of the other party.

15.12 Advice of Counsel. Exchanger acknowledges that it has had an opportunity to seek independent legal advice regarding the transaction.

15.13 Recording. Either party may file a memorandum of the Agreement with the county auditor.

15.14 Exhibits. The following exhibits are attached and shall be incorporated into this Agreement by reference.

Exhibit A	Legal Description for Exchange Property
Exhibit A-1	Form of Exchnager's Timber Reservation
Exhibit A-2	Areas Subject to Timber Reservation
Exhibit A-3	Statutory Warranty Deed
Exhibit A-4	Assignment and Assumption of Lease
Exhibit A-5	Kitsap Rifle and Revolver Club Lease
Exhibit B	Legal Description for State Property
Exhibit B-1	Form of State's Mineral Reservation
Exhibit B-2	Easement Reservation parcels S-1 and S-2
Exhibit C	Statutory Warranty Deed
Exhibit D	Quit Claim Deed
Exhibit K	Tenant Estoppel Certificate
Exhibit C	Notice of E Continuing Forest Obligation

15.15 Access.

(a) Easements. At Closing, State and Exchanger shall each convey easements, on terms substantially in form as set forth in Exhibit __, across the State Property and Exchange Property respectively as needed to provide access to lands or interest therein reserved or received by State and Exchanger respectively. Such easement(s) shall be added to the list of acceptable title exceptions at Closing. The legal description(s) [are set forth in Exhibit ~~__1A~~ and ~~__3-B~~; will be provided prior to or at Closing.]

(b) Assigned Easements. At Closing, State and Exchanger shall each assign to the other or grant non-exclusive rights in easements from third parties which may be assigned or transferred without violating the easement to provide access to the property transferred. All easements or rights to be assigned or transferred [are identified in Exhibit __; will be identified at Closing.

(c) Future Access. After Closing, if other rights are needed to provide access to the lands exchanged hereunder, State and Exchanger will cooperate by granting such easements, temporary permits, or licenses as needed with reasonable compensation to be agreed upon by the parties. This subsection 14.15 (c) is intended as a memorandum of understanding only and is not intended as a term of this Agreement. Failure of either party to honor this understanding will not be considered a breach of this Agreement nor grounds to invalidate this Agreement.

15.16 Submission. This Agreement must be executed by Exchanger, and an original delivered _____ to State, at the address set forth in this Agreement, on or before 4:00 p.m. on _____, 20____, to be considered by State. _____, 2009, to be considered by State. This _____ Agreement shall not be binding upon State until signed by an authorized representative of _____ State.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year set forth opposite their respective names.

EXCHANGER:

KITSAP COUNTY PARKS AND RECREATION
DEPARTMENT

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON

Date: _____, 20____.09. _____

By: _____

	<u>Title:</u>
	<u>Charlotte Garrido, Chair</u>
	<u>Steve Bauer, Commissioner</u>
	<u>Josh Brown, Commissioner</u>

STATE:

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: _____, 2009.

 Peter Goldmark
 Commissioner of Public Lands

Standard Exchange Agreement
Approved as to Form on 7/31/2006
by Roger Braden
Assistant Attorney General
State of Washington

****OR****

Exchange Agreement
Approved as to Form this ____ day of
_____, 20__.

 Assistant Attorney General
 State of Washington

[INDIVIDUAL NOTARY]

ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss
COUNTY OF

On this day personally appeared before me _____, to me known to be the individual_ described in and who executed the within and foregoing instrument and acknowledged that **he/she/they** signed the same as **his/her/their** free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this ____ day of _____, 20
2009.

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

My appointment expires _____.

[CORPORATION NOTARY]

ACKNOWLEDGMENT

STATE OF)
) ss
COUNTY OF)

On this ____ day of _____, 20—2009, personally appeared
before me

_____ to me known to be the _____
of the corporation that executed the within and foregoing instrument, and acknowledged said
instrument to be the free and voluntary act and deed of said corporation, for the uses and
purposes therein mentioned, and on oath stated that **he/she/was they were** authorized to execute
said instrument for said corporation and that the seal affixed is the corporate seal of the said
corporation.

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

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

DRAFT DRAFT DRAFT DRAFT DRAFT

My appointment expires _____.

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

EXHIBIT A

Kitsap County Property to be conveyed to State

DRAFT

<u>012401-3-003-1009</u>	<u>1</u>	<u>I</u>	<u>Section 01, Township 24, Range 1</u>
<u>012401-3-001-1001</u>	<u>2</u>	<u>II</u>	<u>Section 01, Township 24, Range 1</u>
<u>012401-3-004-1008</u>	<u>3</u>	<u>III</u>	<u>Section 01, Township 24, Range 1</u>
<u>012401-3-002-1000</u>	<u>4</u>	<u>IV</u>	<u>Section 01, Township 24, Range 1</u>
<u>012401-3-005-1007</u>	<u>5</u>	<u>V</u>	<u>Section 01, Township 24, Range 1</u>
<u>012401-3-007-1005</u>	<u>6</u>	<u>VI</u>	<u>Section 01, Township 24, Range 1</u>
<u>012401-3-006-1006</u>	<u>7</u>	<u>VII</u>	<u>Section 01, Township 24, Range 1</u>
<u>012401-3-008-1004</u>	<u>8</u>	<u>VIII</u>	<u>Section 01, Township 24, Range 1</u>
<u>112401-1-017-1005</u>	<u>9</u>	<u>IX</u>	<u>Section 11, Township 24, Range 1</u>
<u>112401-1-016-1006</u>	<u>10</u>	<u>X</u>	<u>Section 11, Township 24, Range 1</u>
<u>112401-1-018-1004</u>	<u>11</u>	<u>XI</u>	<u>Section 11, Township 24, Range 1</u>
<u>112401-1-019-1003</u>	<u>12</u>	<u>XII</u>	<u>Section 11, Township 24, Range 1</u>
<u>112401-3-027-1009</u>	<u>13</u>	<u>XIII</u>	<u>Section 11, Township 24, Range 1</u>
<u>112401-3-028-1008</u>	<u>14</u>	<u>XIV</u>	<u>Section 11, Township 24, Range 1</u>
<u>112401-3-029-1007</u>	<u>15</u>	<u>XV</u>	<u>Section 11, Township 24, Range 1</u>

<u>112401-3-030-1004</u>	<u>16</u>	<u>XVI</u>	<u>Section 11, Township 24, Range 1</u>
<u>112401-4-001-1007</u>	<u>17</u>	<u>XVII</u>	<u>Section 11, Township 24, Range 1</u>
<u>112401-4-002-1006</u>	<u>18</u>	<u>XVIII</u>	<u>Section 11, Township 24, Range 1</u>
<u>112401-4-003-1005</u>	<u>19</u>	<u>XIX</u>	<u>Section 11, Township 24, Range 1</u>
<u>112401-4-004-1004</u>	<u>20</u>	<u>XX</u>	<u>Section 11, Township 24, Range 1</u>
<u>112401-4-005-1003</u>	<u>21</u>	<u>XXI</u>	<u>Section 11, Township 24, Range 1</u>
<u>112401-4-006-1002</u>	<u>22</u>	<u>XXII</u>	<u>Section 11, Township 24, Range 1</u>
<u>112401-4-007-1001</u>	<u>23</u>	<u>XXIII</u>	<u>Section 11, Township 24, Range 1</u>
<u>112401-4-008-1000</u>	<u>24</u>	<u>XXIV</u>	<u>Section 11, Township 24, Range 1</u>
<u>122401-2-007-1004</u>	<u>25</u>	<u>XXV</u>	<u>Section 12, Township 24, Range 1</u>
<u>122401-2-008-1003</u>	<u>26</u>	<u>XXVI</u>	<u>Section 12, Township 24, Range 1</u>
<u>022401-4-025-1000</u>	<u>27</u>	<u>XXVII</u>	<u>Section 2, Township 24, Range 1</u>
<u>022401-4-002-1007</u>	<u>28</u>	<u>XXVIII</u>	<u>Section 2, Township 24, Range 1</u>

DRAFT
STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
EXHIBIT B
 State Property to be conveyed to Kitsap County

<u>Parcel No.</u>	<u>Approximate GIS Acreage</u>	<u>Map</u>	<u>Approximate Subdivision</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>Common Name</u>
<u>S-1</u>	<u>5</u>	<u>Parcel bordered in red within identified S-T-R</u>	<u>E1/2SE1/4SW1/4SE1/4</u>	<u>25</u>	<u>25</u>	<u>01W</u>	<u>Newberry Hill</u>
<u>S-2</u>	<u>517</u>	<u>Parcel bordered in red within identified S-T-R</u>	<u>NE1/4NE1/4 and W1/2E1/2 and W1/2</u>	<u>36</u>	<u>25</u>	<u>01W</u>	<u>Newberry Hill</u>
<u>522</u> <u>total acres for DNR</u>							

Dennis J. Gelvin, PLS 21674
Land Description & R/W Specialist
Land Survey Unit
Engineering Division
PO Box 47060
Olympia, WA 98504-7060

EXHIBIT A-1
(Form of State Timber Reservation)

Timber Reservation

Subject to the terms and conditions set forth in this Timber Reservation, Grantor hereby expressly saves, excepts, and reserves out of the grant hereby made, unto itself, its successors and assigns, all timber, standing, dead or down located on the portion of the property legally described on the attached Exhibit _____ (such land being herein called the "Land" and such timber thereon being herein called the "Timber"), harvestable pursuant to applicable harvest permits granted or to be granted (the "Harvest Permits") to the applicable purchasers under the Timber Sale Contracts (defined below); together with the non-exclusive right to enter onto and utilize the Land as reasonable and necessary to manage, care for, conduct silvicultural activities with regard to and harvest and remove the Timber pursuant to the Harvest Permits and the Timber Sale Contracts; and together with the non-exclusive right to use all of Grantor's access easement roadways that are reasonable and necessary for obtaining access to the Timber and Land and do not require any third party consent to such use by Grantor.

As used in this Timber Reservation, the following terms have the following meanings:

(A) the term "Existing Timber Sale Contracts" means the _____ Timber Sale Contract dated _____, between Grantor, as seller, and _____, as purchaser (DNR Agreement No. 30-_____), having a completion date of _____, covering the Timber on an approximately _____ acre portion of the property in _____ County, Washington, and the _____ Timber Sale Contract dated _____, between Grantor, as seller, and _____, as purchaser (DNR Agreement No. 30-_____), having a completion date of _____, covering the Timber on an approximately _____ acre portion of the property in _____ County, Washington;

(B) the term "Future Timber Sale Contracts" means all future timber sale contracts entered into between Grantor, as seller, and a third party purchaser covering the Timber on the Land or some portion thereof, so long as such contract does not have a completion date or any right to extend the completion date to a date later than the last day of the Term (defined below) applicable to such Contract Area (defined below) and does not include the right to cut any other timber;

(C) the term "Timber Sale Contracts" means the Existing Timber Sale Contracts and all Future Timber Sale Contracts, collectively;

(D) the term "Term" shall mean the period that commences on the date of the recording of this Quit Claim Deed and expires on the date that is five (5) years after the date of the recording of this Quit Claim Deed; provided, the Term may be extended for up to five (5) additional years, as to all or a portion of the Land and Timber, on the terms and conditions set forth in this Timber Reservation;

(E) the term "Contract Area" shall mean the portion of the Land (and Timber thereon) covered by a Timber Sale Contract; the Contract Area may consist of one or more Units;

(F) the term "Unit" shall mean that portion of a Contract Area (and Timber thereon), consisting of contiguous acreage, that is separately harvestable in accordance with the applicable Harvest Permit;

(G) the term "Termination Date" shall mean as to the applicable portion of the Land (and Timber thereon), applicable Contract Area or applicable Unit the earliest of (i) the last day of the Term, (ii) the completion date of the applicable Existing Timber Sale Contract, (iii) the completion date of the applicable Future Timber Sale Contract, if the Timber to be removed pursuant thereto represents the final harvest of all Timber from such Contract Area, (iv) the date that the purchaser under the applicable Existing Timber Sale Contract has completed removal of the Timber from a Unit and an operating release has been signed by such purchaser and Grantor as to such Unit, (v) the date that the purchaser under the applicable Future Timber Sale Contract has completed removal of the Timber from a Unit if the Timber removed from such Unit represents the final harvest of all Timber therefrom and an operating release has been signed by such purchaser and Grantor as to such Unit, and (vi) the date that is five (5) years from date of the recording of this Quit Claim Deed if there is not then a Timber Sale Contract in effect for such portion of the Land; provided, however, the Termination Date will not be triggered as to the applicable Contract Area pursuant to clause (ii) or (iii) above, if the applicable Timber Sale Contract is terminated by State due to the timber purchaser's failure to perform on such contract prior to the applicable completion date; provided, further, that the 5-year period referenced in clause (vi) above shall be extended by one (1) year if there is not a Timber Sale Contract in effect as to such portion of the Land at the end of such 5-year period due to (1) the removal of Timber from such portion of the Land not being reasonably possible due to flooding, landslides, fire, natural disaster or occurrence of an Act of God or (2) a prior Timber Sale Contract as to such portion of the Land having been terminated by State due to the timber purchaser's failure to perform on such contract prior to the applicable completion date.

In addition to the foregoing, Grantor's rights under this Timber Reservation are subject to the following terms and conditions which Grantor agrees to comply with, perform and abide by:

1. Grantor shall use its reasonable best efforts to have Timber Sale Contracts in effect with respect to all Timber not then harvested within five (5) years from the date of the recording of this Quit Claim Deed.

The Timber is reserved by Grantor "as is" without warranty, express or implied, or recourse against the Grantee. Grantor assumes all risk of loss of the Timber. Grantor's rights pursuant to this Timber Reservation are subject to the matters, encumbrances, and exceptions shown on Exhibit B attached to this Quit Claim Deed, as well as to the conditions and covenants contained in this Timber Reservation.

The property covered by this Timber Reservation expressly does not and shall not include (i) the Land or any interest therein, (ii) any mineral rights, water rights, or rights appurtenant to the Land, (iii) any timber located on the Land that is not permitted to be harvested under the Harvest Permits and Timber Sale Contracts, (iv) any timber other than the Timber on the Land, or (v) any Timber that has not been removed from the applicable portion of the Land, applicable Contract Area or applicable Unit by the Termination Date. Grantor shall not cut, damage or remove any timber or other natural resources located on any adjacent land owned by Grantee or any third party or cut, damage or remove any timber or other natural resources located on the Land other than the Timber as permitted by this Timber Reservation.

2. Grantor's ownership of and rights to harvest and remove the Timber under this Timber Reservation shall automatically terminate, expire and be of no further force and effect, and Grantor shall cease and cause its purchaser under any Timber Sale Contract to cease all timber harvest and removal activities hereunder as to any applicable portion of the Land (and Timber thereon), applicable Contract Area or applicable Unit upon the Termination Date. Notwithstanding the expiration of the Term or occurrence of the Termination Date with respect to any applicable portion of the Land (or Timber thereon), applicable Contract Area or applicable Unit, Grantor shall continue to be liable for any violations or obligations of Grantor under this Timber Reservation. At any time on or after the Termination Date, Grantor shall, at Grantee's request, promptly execute, acknowledge and deliver to Grantee a quitclaim deed or notice of termination of timber reservation as to the applicable portion of the Land (and Timber thereon), applicable Contract Area or applicable Unit and access rights thereto, and shall take such other actions as Grantee may reasonably request to confirm or evidence the termination of Grantor's rights hereunder with respect thereto.

3. So long as Grantor is not in default under this Timber Reservation, Grantor may, on a one time basis (except as otherwise provided in the following paragraph), extend the Term as to any portion of the Land and Timber as to which the Termination Date has not then occurred for up to five (5) additional years by giving written notice to Grantee specifying the number of years for such extension and the area and the number of acres to be included in such extension and paying Grantee an extension fee equal to the product of (a) the number of acres of Land as to which such extension is to apply times (b) the number of years of such extension times (c) \$36.00 ("Extension Fee").

Prior to the completion date of any Timber Sale Contract, Grantor may extend the completion date of such Timber Sale Contract as to any applicable Unit(s) as to which the Termination Date has not then occurred for up to an aggregate of five (5) additional years, so

long as Grantor is not in default under this Timber Reservation, by giving written notice to Grantee specifying the number of years for such extension, the applicable Units, and the number of acres in the applicable Unit(s). With respect to the extension of any completion date beyond the date that is five (5) years after the date of the recording of this Quit Claim Deed, if the Term has not been previously extended by Grantor with respect to the applicable Unit(s), as a condition of the extension of such completion date, Grantor shall pay Grantee the applicable Extension Fee at the time such extension notice is given to Grantee. Notwithstanding the foregoing, the completion date of any Timber Sale Contract shall not be extended or extendable beyond the Termination Date applicable to such Unit(s). An extension of the completion date of a Timber Sale Contract in accordance with this paragraph shall be deemed to extend the Term for the applicable Unit(s) by such period of time.

Any extension of the Term or the completion date of any Timber Sale Contract pursuant to this Section 3 shall not be for a period of less than one (1) year and shall not be for a period that includes any fraction of a year.

4. All real property taxes, if any, separately assessed against the Timber shall be paid by Grantor. Grantee shall pay all real property taxes assessed against the Land. Grantor shall pay for all costs, expenses, fees and taxes pertaining to the ownership, management, cutting, harvest, removal or sale of the Timber, including, without limitation, logging and hauling costs, timber excise, severance and harvest taxes, permits and notifications. Grantor shall also be responsible for and pay the costs of any and all fire trails, clearing, fire protection, abatement or suppression activities, road haul signs, construction, repair and restoration of landings, skid roads, and logging roads, and other activities conducted or required in connection with owning, managing, harvesting or removing the Timber, and all other requirements and obligations with respect thereto that may be imposed by local, state and/or federal standards, laws or regulations, or by the Washington Forest Practices Act, or by any permit required or issued in connection with the harvest or removal of the Timber, including, without limitation, the Harvest Permits, or by the Washington State Department of Natural Resources ("DNR") or other governmental entity or agency; provided, however, Grantee shall be solely responsible for any reforestation required in connection with the harvesting of the Timber and for the payment of the fire protection tax assessment due pursuant to RCW 76.04.610. Upon completion of the harvesting and removal of Timber from the Unit(s) covered by a Harvest Permit, Grantor shall assign the applicable Harvest Permit to Grantee.

Grantor shall conduct all slash piling and spreading work with respect to the Land subject to the Existing Timber Sale Contracts. Grantee shall perform the slash piling and spreading work with respect to the Land subject to any Future Timber Sale Contracts. Upon removal of the Timber from any Unit, and subject to Grantor's having performed its obligations under this Timber Reservation with respect to such Unit, Grantee shall assume the Continuing Forestland Obligations required pursuant to RCW 76.09.070 with respect thereto.

5. Grantor acknowledges that it is Grantor's responsibility, at Grantor's sole expense, to obtain any necessary rights to access the Land and the Timber over property owned by third parties.

6. Grantor has obtained the Harvest Permits for the Existing Timber Sale Contracts and has signed as the "Timber Owner," "Operator" and "Landowner." With respect to any Future Timber Sale Contracts, prior to Grantor's or its purchasers' commencing any operations on the Land, Grantor shall obtain the applicable Harvest Permit therefor and sign the same as the "Timber Owner" and "Operator" and Grantee shall sign the same as "Landowner".

7. In conducting its activities with respect to the Timber, Grantor is not acting as an agent, employee, contractor or partner of Grantee, but solely as owner of the Timber for its own account, and is solely responsible for all of its and its timber purchasers' and its and their contractors' and subcontractors' actions, including but not limited to its and their obligation to confine its/their operations to the designated Timber within the Land.

8. Before commencing any operations on the Land pursuant to any Future Timber Sale Contract, Grantor shall complete a boundary survey of the Contract Area and applicable Unit(s) and shall mark the property lines with blazes, paint and/or flags. Grantor acknowledges that it is Grantor's responsibility, at Grantor's sole cost, to determine accurate property lines before commencing any operations on the Land, and Grantor agrees to rely solely on Grantor's survey of the boundaries of the Contract Areas and applicable Units.

9. In connection with its and its Timber Sale Contract purchasers' and its and their contractors' and subcontractors' operations with respect to the Timber and Land and its/their use and construction of roads on the Land:

9.1 Grantor shall comply with all applicable federal, state, and local laws, rules, and regulations, including without limitation applicable provisions of the Washington Forest Practices Act and the rules and regulations issued thereunder, the provisions of all timber harvest permits issued in connection with the harvest of Timber, including without limitation the Harvest Permits, and all laws, rules, and regulations relating to worker safety, fire protection and suppression, and road construction, repair, and maintenance. Grantor shall act in a manner consistent with the best management practices of the industry.

9.2 Grantor shall operate in a good and workmanlike manner and shall take such steps as may be reasonably required to avoid damage to timber and trees not to be harvested by Grantor hereunder. Grantor shall conduct its operations so as to leave the logging site in good condition for replanting and regeneration. Grantor shall use due diligence to prevent fires and shall use all people and equipment reasonably necessary to prevent fires from spreading. Grantor shall water bar all skid roads at appropriate times and locations to prevent erosion and siltation of surface waters. Periodically during the Term of this Timber Reservation and again just prior to the Termination Date as to any portion of the Land, Grantor shall, in accordance with good management practices, remove from the Land any trash, garbage oil drums, cans, and filters, wire cable, and other discarded materials and equipment left or placed on the Land by Grantor or its timber purchasers or its or their contractors, subcontractors, agents, or employees.

9.3 Grantor shall pay and perform all of its obligations and liabilities arising under the Timber Sale Contracts and pay all costs of labor and materials and keep the Land free and clear of all liens and encumbrances relating thereto or otherwise arising from Grantor's or its timber purchasers' or its or their contractors' or subcontractors' activities hereunder. If any purchaser

under any Timber Sale Contract grants a security interest or UCC lien in the Timber or its rights under said Timber Sale Contract, Grantor shall cause such security interest or UCC lien to be terminated prior to the Termination Date. Grantor shall cause to be paid promptly when due all just claims, debts and charges against Grantor or its timber purchasers, contractors or subcontractors that might become a lien against the Land, and Grantor shall not suffer or permit any lien or encumbrance of any kind to be filed against or upon the Land irrespective of whether the basis of the lien is a claim against Grantor or its timber purchasers, or its or their contractors or subcontractors. If any lien is filed against Land or if Grantor does not pay promptly when due any just claim, debt, charge, cost, tax contribution or other obligation that might be the basis for a lien against the Land or for which Grantee might be or become liable, the lien or the basis therefore shall be deemed to be a material breach of this Timber Reservation, and Grantor's rights hereunder shall be suspended without extending this Timber Reservation until the lien is removed.

9.4 Upon Grantee's reasonable request, Grantor shall suspend operations at any time when, due to weather conditions, such operations would cause excessive damage to roads or soil on the Land or when there is undue risk of fire.

9.5 Grantor shall build, maintain and repair all roads and landings on the Land used by Grantor hereunder in accordance with applicable provisions of the Washington Forest Practices Act and the rules and regulations issued thereunder and with the provisions of all Harvest Permits issued in connection with the harvest of Timber hereunder. At a minimum, Grantor shall keep all roads, culverts, ditches, and ditch banks passable and cleared of logging debris during Grantor's harvest operations as reasonably required in accordance with best management practices and passable and cleared of logging debris upon the completion of Grantor's harvest operations. Grantor shall not make improvements to the roads without prior written consent of Grantee which shall not be unreasonably withheld. Unless the parties agree in writing to share the cost of improvements, improvements shall be at the sole expense of the improver. Any improvements to the roads, whether cost shared or not, shall become the property of Grantee at no cost to Grantee upon the Termination Date unless otherwise agreed in writing.

9.6 Upon completion of its timber harvest activities as to any Unit, Grantor shall remove all of its or its timber purchaser's equipment from such Unit.

9.7 Grantor shall comply with all applicable Environmental Laws (hereinafter defined) and not, and not permit any third party to, bring, store, or use any Hazardous Substance (hereinafter defined) on the Land or any other portion of the property, except for such Hazardous Substances and in such amounts as are reasonably necessary in the normal course of Grantor's timber harvest operations on the Land and as are used and stored in a manner complying with all applicable Environmental Laws and removed from the property upon completion of Grantor's activities thereon. The term "Hazardous Substance" means any substance or material defined or designated as hazardous or toxic (or any similar term) under any Environmental Law. The term "Environmental Law" means any federal, state, or local law, ordinance, rule, or regulation relating to pollution or protection of the environment or actual or threatened releases, discharges, or emissions into the environment, including the Comprehensive Environmental Response, Compensation, and Liability Act; the Resource Conservation and Recovery Act; the Superfund

Amendments and Reauthorization Act; the Federal Water Pollution Control Act; the Clean Air Act; and all similar state statutes, including the Washington Model Toxics Control Act, RCW 70.105D.

9.8 Grantor shall comply with all of the obligations of Grantor under the Timber Sale Contracts. Grantor shall not amend any Timber Sale Contract to modify the terms pertaining to extension of the completion date, or change the area subject to any Timber Sale Contract without Grantee's prior written consent, in its sole discretion. Grantor shall not extend the completion date of any Timber Sale Contract except in accordance with the terms and conditions of this Timber Reservation. Grantor shall promptly provide Grantee with a copy of any Future Timber Sale Agreement and any amendment to any Timber Sale Contract.

9.9 Upon reasonable notice from one party to the other, Grantor shall meet with Grantee and/or its representative prior to harvest, and again following harvest before any equipment removal, and shall permit Grantee and/or its representative from time to time to inspect Grantor's timber harvest and road construction operations on the Land to determine Grantor's compliance with the requirements of this Timber Reservation and the Timber Sale Contracts.

9.10 Grantor shall not use or permit activity by any timber purchaser under a Timber Sale Contract or third-party contractor or subcontractor to cut, harvest or remove the Timber unless such timber purchaser, contractor or subcontractor has provided Grantee with a certificate of insurance showing insurance coverage that satisfies the requirements of Section 11 hereof and names Grantee as an additional insured.

10. Grantor shall defend, indemnify and hold Grantee harmless from all claims, losses, injuries, demands, damages, liabilities, liens, penalties or expenses, including, without limitation, reasonable attorneys' fees, (i) caused by or arising in connection with the operations of Grantor or its timber purchasers and its or their agents, employees, contractors or subcontractors with respect to the cutting, harvest or removal of the Timber or from any of their activities on or about the Land or roads accessing the Land, (ii) arising from Grantor's breach of or failure to comply with any of the terms, covenants and conditions of this Timber Reservation, (iii) arising from Grantor's breach of or failure to comply with any of the terms and conditions of the Harvest Permits or Timber Sale Contracts, or (iv) brought or made by any of Grantor's or its timber purchasers' employees, agents, contractors or subcontractors in connection with the cutting, harvest or removal of the Timber; provided, however, that Grantor shall not be required to indemnify Grantee to the extent any such claim, loss or damage arises from the negligence of Grantee or its agents or employees. Grantor's indemnity and defense obligations hereunder shall not be limited by any workers' compensation, benefits or disability laws. As to Grantee only, and only for the purpose of giving effect to Grantor's indemnification of Grantee in this Timber Reservation, Grantor waives any immunity that Grantor may have under the Industrial Insurance Act, Title 51 RCW, or similar workers' compensation, benefits or disability laws. The foregoing waiver was mutually negotiated by the parties, as shown by the Grantor's initials:

Grantor _____

Grantor hereby releases and waives all claims against Grantee with respect to claims, damages or injuries arising from the logging operations of Grantor or its timber purchasers under this Timber Reservation, except to the extent caused by the negligence of Grantee. Grantor's indemnity and defense obligations under this Section 10 shall survive expiration or termination of this Timber Reservation.

11. Grantor, the State of Washington, is self insured. At all times during the term of this Timber Reservation, Grantor's successors and assigns shall procure and maintain and Grantor shall require its timber purchasers under the Timber Sale Contracts and its and their contractors and subcontractors to procure and maintain in full force and effect the insurance described below. All insurance must be purchased on an occurrence basis, and be issued by a carrier admitted by the Insurance Commissioner to do business in the State of Washington. Non-admitted or surplus lines carriers, or admitted carriers with a Best rating of "B" or below must be approved in advance by Grantee.

Types of Required Insurance.

(a) Commercial General Liability. Insurance written under Insurance Services Office (ISO) Form CG0001 or its equivalent with minimum limits as set out below covering liability arising from premises, operations, independent contractors, personal injury, products completed and liability assumed under an insured contract.

Description:

<u>General Aggregate Limit</u>	<u>\$2,000,000</u>
<u>Each Occurrence Limit</u>	<u>\$1,000,000</u>

(b) Business Auto Policy (BAP). Insurance on an ISO CG0001 form or equivalent providing Bodily Injury and Property Damage Liability coverage for all owned, hired or non-owned vehicles assigned to, or used in, the performance of the contract for a combined single limit of not less than \$1,000,000 each occurrence.

(c) Private industrial accident insurance on all employees engaged in timber harvest operations on the Land and not covered by state workers' compensation insurance.

All such insurance policies shall name Grantee and its successors and assigns with respect to the Land as additional insureds, and shall provide for no termination or material reduction in coverage without at least 30 days prior written notice to Grantee. Grantor's successors and assigns shall furnish and Grantor shall cause its timber purchasers or its or their contractors or subcontractors to furnish one or more certificates or endorsements acceptable to Grantee evidencing the foregoing insurance coverage prior to the commencement of timber harvest or road construction operations hereunder and thereafter, on request of Grantee, during the continuance of such operations.

12. The terms and conditions of this Timber Reservation shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. If Grantor assigns any of its rights or interests in or to the Timber, the assignee shall assume in writing Grantor's obligations with respect thereto and Grantor shall give Grantee at least sixty (60) days' prior written notice of such assignment. No assignment of Grantor's rights or interests in or to the Timber shall relieve or release Grantor from its obligations hereunder.

13. Road Use and Maintenance.

(a) Maintenance. Maintenance is defined as work normally necessary to preserve and keep the roads in their present condition or as hereafter improved. At a minimum, the roads will be maintained to preserve and keep the roads in their present condition or as hereafter improved and to meet forest practice standards set forth in WAC 222-24-050 as now written or hereafter amended. When a road is being used solely by one party, that party shall be solely responsible for maintaining that portion of the road so used to the standards existing at the time sole use is commenced until joint use begins. During periods when either party and/or other parties with an easement or license jointly use the road(s), or any portion thereof, the cost of maintenance and resurfacing shall be allocated among such users on the basis of their respective use including that of their agents. During periods of joint maintenance, the users shall meet at times to be set by mutual agreement and establish necessary maintenance provisions. Such provisions shall include, but not be limited to the following:

(i) The appointment of a maintainer, which may be one of the parties or any third party, to perform or contract the maintenance.

(ii) The extent of resurfacing necessary to keep the road safe and to reduce environmental impacts.

(iii) A method of payment by which each party using the road or a portion thereof, shall pay its pro rata share of the cost of maintenance.

(b) Road Repair. Grantor shall repair at its sole cost and expense any damage to roads arising out of its use or that of its contractors, subcontractors or timber purchasers which is in excess of 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.

14. Any notices required or permitted under this Timber Reservation may be delivered personally, sent by facsimile machine, or mailed certified, return receipt requested, to the following addresses or to such other place as the parties hereafter direct. Notice will be deemed given upon delivery, confirmation of facsimile, or three days after being mailed, whichever is applicable.

To Grantor:

Department of Natural Resources
Attn: Timber Sales Unit

Product Sales & Leasing Division
PO Box 47016
Olympia, WA 98504

With copy to:

Department of Natural Resources
Attn: Asset Planning and Transactions
Asset Management & Protection Division
PO Box 47014
Olympia, WA 98504

And a copy to:

To Grantee:

15. This Timber Reservation constitutes the entire agreement between the parties regarding the reservation of the Timber by Grantor, and any modification or amendment must be made in writing and signed by both parties.

16. If any provision of this Timber Reservation shall be held invalid, it shall not affect the validity of any other provision herein.

17. Time is of the essence in this Timber Reservation. No waiver or consent to any breach or default in the performance of any of the terms of this Timber Reservation shall be deemed to constitute a waiver of any subsequent breach of the same or any other term or condition hereof. In the event time for performance falls on a weekend or legal holiday designated by the United States or Washington, performance shall be deemed timely if rendered on the next business day. This Timber Reservation shall be governed by and construed in accordance with the substantive law of the State of Washington. The terms of this Timber Reservation shall be given their ordinary meaning and shall not be presumptively construed in favor of or against either party hereto.

EXHIBIT A-2

(Maps Showing Areas Subject to Timber Reservation)

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**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

**EXHIBIT A-3C
Statutory Warranty Deed**

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

**STATUTORY WARRANTY DEED
Kitsap County**

Grantor: **KITSAP COUNTY PARKS AND RECREATION**

Grantee: **STATE OF WASHINGTON, acting by and through the DEPARTMENT
OF NATURAL RESOURCES**

Legal Description: (Abbreviated legal description)As attached.

Tax Parcel Number: (#)As attached.

THE GRANTOR, KITSAP COUNTY PARKS AND RECREATION, for and in consideration of the conveyance by the State of Washington of real property of equal value, hereby conveys and warrants to the STATE OF WASHINGTON, acting by and through the DEPARTMENT OF NATURAL RESOURCES, GRANTEE, the real property situated in Kitsap County, State of Washington.

Dated this _____ day of _____, 20__09.

By _____

Title _____

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STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

EXHIBIT B

State Property to be conveyed to Kitsap County

Dennis J. Gelvin, PLS 21674
Land Description & R/W Specialist
Land Survey Unit
Engineering Division
PO Box 47060
Olympia, WA 98504-7060

EXHIBIT B-1
(State's Mineral Reservation)

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 (excluding surface minerals such as rock, sand and gravel) in, under or upon that portion of the land legally described on the attached Exhibit ____ (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 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).

Grantor, the State of Washington, is self insured. At all times during the exercise of any rights under this Mineral Reservation, (i) Grantor's successors and assigns shall comply with the below insurance-related provisions and procure and maintain the insurance described below and (ii) Grantor and its successors and assigns shall require their respective mineral rights lessees to comply with the below insurance-related provisions and procure and maintain the insurance described below.

(1) Evidence of Insurance: Furnish Grantee evidence of insurance in the form of a Certificate of Insurance , executed by a duly authorized representative of each insurer showing compliance with the insurance requirements set forth below.

(2) Cancellation: The Certificate(s) of Insurance must provide at least 45 days written notice to Grantee before the cancellation, non renewal, or material change of any insurance coverage included therein. Notices must be sent to Grantee's office at 8133 River Drive SE, Tumwater, WA 98501 Attn: Michael Mosman via certified mail, or to such other address as Grantee or its successors or assigns may specify by notice to Grantor.

(3) Additional Requirements:

(a) All insurance policies procured by Grantor's successors and assigns and all policies procured by Grantor's or its successors' and assigns' mineral rights lessees under leases entered into after March __, 2009 [insert the date of this Exchange Agreement], shall name Grantee or its successors or assigns as an additional insured. Grantor shall use reasonable and diligent efforts to have its mineral rights lessees under leases entered into on or prior to March __, 2009 [insert the date of this Exchange Agreement] add Grantee as an additional insured to their insurance policies.

- (b) All insurance policies must include Other Insurance provisions that indicate each such policy provides primary insurance coverage.
- (c) All insurance policies must provide liability coverage on an occurrence basis.
- (d) Policies must be issued by an insurer admitted and licensed by the Insurance Commissioner to do business in the State of Washington. Excess or "surplus lines" carriers must be approved in advance by Grantee. All insurers must have a Best's rating of B plus (B+) or better.

(4) Minimum Coverage Requirements: The Minimum Coverage Requirements set forth the *minimum* limits of insurance Grantor's successors and assigns must carry and that Grantor and Grantor's successors and assigns shall require their respective mineral rights lessees to carry to meet the requirements of this Mineral Reservation. These limits may not be sufficient to cover all liability losses and related claim settlement expenses. Purchase of these minimum limits of coverage does not relieve Grantor or Grantor's successors and assigns or Grantor's mineral rights lessees or Grantor's successors' and assigns' mineral rights lessees from liability for losses and settlement expenses greater than these amounts.

During the exercise of any rights under this Mineral Reservation, Grantor's successors and assigns shall purchase and maintain and Grantor and its successors and assigns shall require their respective mineral rights lessees to purchase and maintain, and shall require all independent contractors to maintain while performing work on the Mineral Land, the minimum insurance coverages and limits specified below, which may be increased on a commercially reasonable basis by Grantee:

(a) Commercial General Liability (CGL) Insurance. CGL insurance written under Insurance Services Office (ISO) form CG 00 01 or equivalent form, covering liability arising from property, operations, independent contractors, personal injury, and liability assumed under an insured contract. Such insurance must be provided on an occurrence basis unless otherwise specified herein. such insurance must include liability coverage with limits not less than those specified below:

Description

<u>Each Occurrence Limit</u>	<u>\$1,000,000</u>
<u>General Aggregate Limit</u>	<u>\$2,000,000</u>

(b) Business Auto Policy (BAP) Insurance. BAP insurance on an Insurance Services Office (ISO) form CA 00 01 or equivalent form. The Description of Covered Autos must include one or more of the following:

"Any Auto" (Symbol 1), "Hired Autos Only" (Symbol 8), "Non-Owned Autos" (Symbol 9).

Such insurance must be provided on an occurrence basis. The BAP insurance must include liability and physical damage coverage with limits not less than those specified below. Grantor shall require its mineral rights lessees to be responsible for any deductible, and Grantor's successors and assigns shall also be responsible for any deductible.

<u>Description</u>	<u>Each Accident</u>
<u>Bodily Injury and Property Damage</u>	<u>\$1,000,000</u>

(c) Worker's Compensation and Employer's Liability Insurance: Insurance covering obligations imposed by Federal and State statutes having jurisdiction of its employees in the performance of work, including Employer's Liability Insurance. Evidence of "Qualified Self-Insurance Status" will suffice to meet the requirements of this section.

<u>Each Employee Description</u>	<u>Policy Limit</u>		
	<u>By Accident</u>	<u>By Disease</u>	<u>By Disease</u>
<u>Bodily Injury</u>	<u>\$1,000,000</u>	<u>\$1,000,000</u>	<u>\$1,000,000</u>

(d) Environmental/Pollution Liability. When Grantor's mineral rights lessees or Grantor's successors and assigns or their respective mineral rights lessees engage in operations that could expose Grantee to potential environmental liability, to be determined by Grantee at its sole discretion, Grantor's successors and assigns shall purchase and maintain in force and Grantor and Grantor's successors and assigns shall require their respective mineral rights lessees to purchase and maintain in force, environmental/pollution liability insurance at Grantee's request. Such insurance may be provided on an occurrence or claims-made basis. If such coverage is provided on a claims-made basis, the following additional conditions must be met:

- (i) The Insurance Certificate must state that the insurer is covering hazardous substance removal.
- (ii) The policy must contain no retroactive date, or the retroactive date must precede abatement services.
- (iii) Coverage must be continuously maintained with the same insurance carrier through the completion of all operations and all reclamation activities associated with such operations that are required by applicable law, unless otherwise approved in writing by Grantee. Grantee must be notified at least 45 days prior to any intended change. Grantee's

approval will be based on its determination that coverage is equal to or better than that currently provided.

(iv) The extended reporting period (tail) must be purchased to cover a minimum of 24 months beyond the date of completion or termination of such operations.

(v) Insurance must include liability coverage with limits not less than those specified below:

Description

<u>General Aggregate Limit</u>	<u>\$25,000,000</u>
<u>Each Claim/Occurrence Limit</u>	<u>\$10,000,000</u>

Grantor and its successors and assigns, on the one hand, and Grantee and its successors and assigns on the other, shall indemnify, defend and hold the other and its successors and assigns harmless from and against any and all claims, demands, costs, losses, damages, liabilities, causes of action and expenses, including court costs and attorney fees, arising from violations of and obligations or governmental or private claims under, environmental law which violations, obligations, or claims arise from or are connected with any operations by the indemnifying party on the subject property, including, without limitation, any act or omission of the indemnifying party, its agents, lessees, contractors or subcontractors, whether negligent or intentional, but excluding any losses, damages, or liabilities to the extent they arise from the negligence of the indemnified party or its successors or assigns or their agents or employees.

Grantee shall have the right to manage and use the Mineral Land for any and all purposes (other than those reserved by Grantor herein), including, without limitation, the production and harvest of timber and other natural resources, to the extent that such activities do not unreasonably interfere with the exercise by Grantor or its successors and assigns of the rights herein reserved.

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EXHIBIT B-2
(Description of Areas Subject to State's Mineral Reservation)

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STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

EXHIBIT B-3
RESERVATION OF EASEMENT ACROSS S-1 and S-2

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Exhibits

COMMITMENT FOR TITLE INSURANCE

Office File No.: E-229091

EXHIBIT "A"

DESCRIPTION:

PARCEL I:

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

PARCEL II:

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

PARCEL III:

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

PARCEL IV:

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

PARCEL V:

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

PARCEL VI:

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

PARCEL VII:

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

PARCEL VIII:

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

PARCEL IX:

THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, SECTION 11,

EXHIBIT "A"
(Continued)

TOWNSHIP 24 NORTH, RANGE 1 WEST, W.M., IN KITSAP COUNTY, WASHINGTON.

PARCEL X:

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

PARCEL XI:

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

PARCEL XII:

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

PARCEL XIII:

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

PARCEL XIV:

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

PARCEL XV:

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

PARCEL XVI:

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

PARCEL XVII:

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

PARCEL XVIII:

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

EXHIBIT "A"
(Continued)

PARCEL XIX:

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

PARCEL XX:

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

PARCEL XXI:

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

PARCEL XXII:

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

PARCEL XXIII:

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

PARCEL XXIV:

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

PARCEL XXV:

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

PARCEL XXVI:

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

PARCEL XXVII:

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

PARCEL XXVIII:

EXHIBIT "A"
(Continued)

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

Acknowledgement

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

**EXHIBIT B-4D
Quitclaim Deed**

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

**QUITCLAIM DEED
Kitsap County**

Grantor: State of Washington, acting by and through the Department of Natural Resources.

Grantee: Kitsap County Parks and Recreation

Abbreviated

Legal Desc: ~~—(abbreviated legal description~~

Tax Parcel #: (#)

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, of real property of equal value as authorized and approved by Resolution No. (#)(_____) adopted by the Board of Natural Resources, State of Washington, on (date), 20(##)_____, 2009, hereby conveys and quitclaims to KITSAP COUNTY PARKS AND RECREATION, 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.

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

DRAFT DRAFT DRAFT DRAFT DRAFT

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 _____ day of _____, 20____.

GOVERNOR

ATTEST: _____
SECRETARY OF STATE

Approved as to form this _____ day
of _____, 20____.

Assistant Attorney General

State Deed No. (#)(_____) |
State Record of Deeds, Volume (#),(_____), Page (#).(_____) |
Transaction File No. 86-(#)-(_____)

Exhibits

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

EXHIBIT B-5E
Tenant Estoppel Statements

DATE

Kitsap Rifle and Revolver Club
Attn: Brad Smith, President
4900 Seabeck Hwy NW
Bremerton, WA 98312

Re: Consent to Lease Assignment & Lease Estoppel, DNR Lease No. 60-B068979

Dear Mr. Smith:

You were originally informed of the possibility of a land exchange between the State of Washington Department of Natural Resources (State) and the Kitsap County Parks and Recreation Department in February of 2009 that might involve the property that you currently lease from the State.

While an exchange agreement has not been finalized between the State and Kitsap County Parks and Recreation Department, at this time the State anticipates exchanging the property that you lease that is located in Section 36, Township 25 North, Range 01 West, W.M. in Kitsap County, Washington. This exchange is being referred to as the Newberry Hill Land Exchange 86-081861.

If this exchange should be finalized, the Kitsap County Parks and Recreation Department, would replace the State of Washington, Department of Natural Resources, as the Lessor for the above-mentioned land that you currently lease from the State. The State anticipates presenting the Newberry Hill Land Exchange proposal to the Board of Natural Resources for their consideration and approval at their June 2, 2008 meeting in Olympia, Washington.

Please sign and return this Letter of Consent to Lease Assignment together with the Lease Estoppel in the enclosed self-addressed stamped envelope, no later than April 30, 2009, if you consent to this assignment. A second copy has been enclosed solely for your records.

If you consent to this lease assignment, Kitsap County Parks and Recreation Department requires that you forward a current copy of your insurance certificate showing adequate insurance amounts as required under the terms and conditions of this lease prior to April 30, 2009. Your

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insurance agent should be able to assist you with this by providing you with a copy of your insurance certificate. You should forward this insurance certificate to:

Kitsap County Parks and Recreation Department, c/o Matthew Keough, 614 Division Street, MS-1, Port Orchard, WA 98366

In the event you choose not to sign and return this Letter to Consent to Lease Assignment and Lease Estoppel, then this letter shall serve as notice that the State is proceeding under Lease Clause 4.03 providing you with sixty (60) days' written notice for formal lease cancellation.

Consent to Lease Assignment & Lease Estoppel

Lease No. 60-B068979

Page 2

It reads as follows:

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.

If you choose to not consent to the assignment and the State successfully negotiates the exchange of the property, the lease will be cancelled effective. ALLOW 60 DAYS PLUS ALLOWANCE FOR MAILING

If you have any questions about the lease or this exchange, please contact Pat Hennessy at (360) 596-5149 or Brad Pruitt at (360) 584-5037.

Sincerely,

Randy Acker
South Puget Sound Region Manager

Encl: Self-Addressed Stamped Envelope

c: Dave Dennis, Forest Manager
File 60-B068979
Bob Winslow

Lease Assignment

I consent to the above referenced transfer and assignment of the lease to the Kitsap County Parks and Recreation Department.

Draft Draft Draft Draft Draft Draft

KITSAP RIFLE AND REVOLVER CLUB

BRAD SMITH, PRESIDENT

Date Signed

Consent to Lease Assignment & Lease Estoppel

Lease No. 60-B068979

Page 3

Lease Estoppel

60-B068979

The undersigned ("Tenant") is the tenant under that certain lease dated as of November 17, 2003, by and between Tenant and State of Washington, Department of Natural Resources, ("Landlord") (as amended and supplemented by the instruments attached below, the "Lease") pursuant to which Tenant has leased certain property located in Kitsap County, Washington as more particularly described therein (the "Property").

The undersigned understands that the Kitsap County Parks and Recreation Department, ("Exchanger") is acquiring the Landlord's interest in the Property and the Lease. Tenant further understands that Exchanger will be relying on the truth and accuracy of the matters described in this certificate in proceedings to complete the exchange. Based on such understandings, Tenant certifies to Exchanger.

A full and complete description of the Lease, including any and all amendments and modifications thereto is attached as Exhibit A. Said documents and instruments constitute the entire agreement between Landlord and Tenant with respect to the Property.

1. The Lease has not been amended, altered, modified or supplemented in any way, except pursuant to documents described in Exhibit A and is in full force and effect.

BRAD -- A COUPLE WAYS TO CLARIFY THE DOCUMENT HERE. EITHER MAKE LEASE EXHIBIT A (AS SHOWN) OR DELETE THAT PORTION OF SENTENCE 1 THAT FOLLOWS THE WORD "way."

2. The Lease has not been assigned, mortgaged, pledged or otherwise encumbered by Tenant, nor has all or any portion of the Property been sublet. Tenant has no notice of any prior assignment of the Lease or pledge of the Lease or rents as security by Landlord.

3. The Tenant has no option to renew the Lease or otherwise extend the term of the Lease. Tenant has no option or right of first refusal to purchase the Property.

4. The annual rent payable under the terms of the Lease is the same as shown in the Lease, or most recent rent adjustment letter.

Draft Draft Draft Draft Draft Draft

5. Tenant has made no security or other deposits or prepaid rent under the Lease, except as follows:

Rent is paid annually and has been paid through February 27, 2010.

Consent to Lease Assignment & Lease Estoppel

Lease No. 60-B068979

Page 4

Tenant has no claim of offset or defense against either the rent or the Landlord, nor any other claim or counterclaim, including, without limitation, claims to concessions, "free" rent, rebates or abatements in rent, against Landlord except as set forth under the Lease.

6. There exists no improvements or personal property of the tenant on the property other than those listed on the attached lease. Upon termination of the Lease for any reason, including expiration of its term, ownership and disposition of all such improvements or personal property shall be pursuant to the Lease.

7. There exists no defaults on the part of the Landlord under the Lease.

8. There has not been filed by or against Tenant a petition in bankruptcy, voluntary or otherwise, any assignment for the benefit of creditors, any petition seeking reorganization or arrangements under the bankruptcy laws of the United States or any state thereof, or any other action brought under said bankruptcy laws with respect to Tenant.

This certificate may be relied upon by Exchanger and, if the above-referenced acquisition closes, shall be binding upon the undersigned.

KITSAP RIFLE AND REVOLVER CLUB

BRAD SMITH, PRESIDENT

Date Signed

Draft Draft Draft Draft Draft Draft

STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

EXHIBIT C Continuing Forest Obligation

When Recorded Return to:

DNR – South Puget Region

950 Farman Avenue N

Enumclaw, WA 98022

Ph (360) 825-1631

Fx (360) 825-1672

Washington State Department of Natural Resources Notice of Continuing Forest Land Obligation

Sellers and Buyers of land and perpetual timber rights have certain rights and responsibilities when the land or perpetual timber rights are sold or transferred. Where the land is subject to certain continuing forestland obligations including without limitation reforestation, Road Maintenance and Abandonment Plans and Harvest Strategies along Type 4 Waters in Eastern Washington, **prior to the sale or transfer of the land or perpetual timber rights the law requires that the following occur:** 1) the seller shall notify the buyer of the existence and nature of the obligations and 2) the buyer shall sign a Notice of Continuing Forestland Obligation Form indicating the buyer's knowledge of such obligation. At the time of sale or transfer of the land or perpetual timber rights the seller shall send the signed Form to the Department of Natural Resources (DNR). The Form may be obtained from your DNR region office.

If the seller fails to notify the buyer about the continuing forest land obligation referenced above, the seller shall pay the buyer's costs related to such continuing forest land obligation, (including all legal costs) incurred by the buyer in enforcing the continuing forestland obligation against the seller. Failure by the seller to send the required notice to the DNR at the time of sale shall be prima facie evidence, in an action by the buyer against the seller for costs related to continuing forest land obligation, that the seller did not notify the buyer of the continuing forest land obligation prior to sale. See RCW 76.09.070, RCW 76.09.390 and WAC 222-20-055.

There are also other types of continuing forestland obligations subject to certain requirements, including without limitation Small Forest Landowner Forest Riparian Easements and Landowner Landscape Plans. For more information contact the DNR Region Office.

CONTINUING OBLIGATION/S

Reforestation (RCW 76.09.070)

_____ Obligation exists on the property identified below and relates to the following Forest Practice

Draft Draft Draft Draft Draft Draft

_____ Application/Notification (FPA/N) Numbers (list all that apply, add attachment if necessary).

_____ No Reforestation obligation exists on the property.

Road Maintenance and Abandonment Plan (WAC 222-24-051)

_____ Obligation exists on property identified below and relates to the following FPA/N numbers and/or Road Maintenance and Abandonment Plan Numbers (list all that apply, add attachment if necessary).

_____ Road Maintenance and Abandonment Plan is required, but not yet filed.

_____ No Road Maintenance and Abandonment Plan obligation exists on the property.

Harvest Strategy along Type 4 Waters in Eastern Washington (WAC 222-30-022 (2)(b))

_____ Obligation exists on the property identified below and relates to the following FPA/N Numbers (list all that apply, add attachment if necessary).

_____ No Harvest Strategy obligation exists on the property.

PROPERTY IDENTIFICATION

Land/Rights Sold/Transferred (circle one): *Land and Timber* *Land* *Perpetual Timber Rights*

Date that the Land/Rights was/were Sold/Transferred (month/day/year): _____

County/ies: _____

DNR Region/s: _____

Legal Description of the Lands/Rights being Sold/Transferred (include county parcel number/s, add attachment if necessary): _____

SELLER:
Signature: _____

BUYER:
Signature: _____

Date: _____

Date: _____

Print name: _____

Print name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

NOTE TO SELLER:
At the time of sale or transfer of the property or the perpetual timber rights:

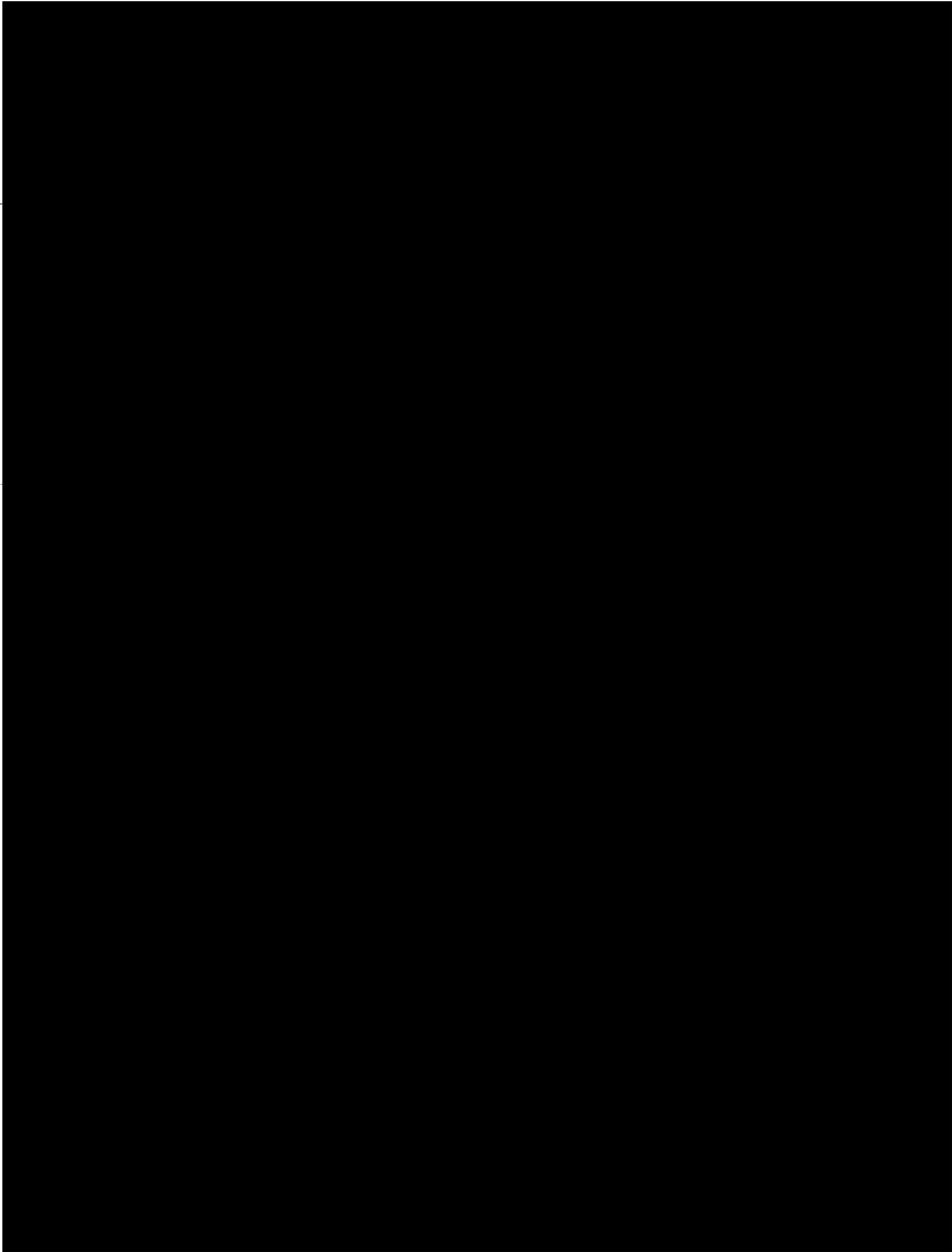
The seller is responsible for delivering (by certified mail or in person) the SIGNED ORIGINAL to the DNR Region Office in which the property is located. However, if you choose to also have this form recorded by the county, the original is delivered to the county and a copy delivered (by certified mail or in person) to the DNR Region Office.

FOR DEPARTMENTAL USE ONLY

Notice of Continuing Forestland Obligation #: _____ Date Received: _____

Region: _____ Received by: _____

FORM DNR QQ-42 (July 18, 2002)



LAND TITLE COMPANY

LEADERSHIP • TRUST • COMMITMENT

Agent for Chicago Title Insurance Company

Title / Recording Dept.

Call/email your questions or concerns to:

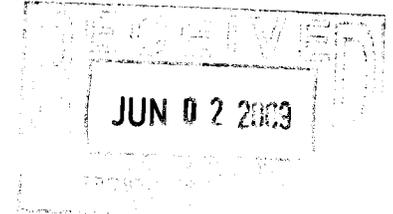
9657 Levin Road NW · Silverdale, Wa 98383

(360)692-2233 or 800-950-4321 Fax: (360)692-2244 email: titlesilv@landtitleco.net

Our File No.: E-230260CA

Seller Name: State of Washington

Buyer Name: Kitsap Rifle and Revolver Club



Contacts:

Land Title Escrow

Attn: Cathie Ames

Phone Number: (360)692-4033

9657 Levin Road NW, #110

Silverdale, WA 98383

Kitsap County Prosecuting Attorney Office

Kevin Howell

619 Division Street

Port Orchard, WA 98366

ENDORSEMENT
Issued by
Land Title Company of Kitsap County

SUPPLEMENTAL NO. 2

Attached to Commitment No.: E-230260CA
Seller Name: Kitsap County
Buyer Name: Kitsap Rifle and Revolver Club

Date: June 2, 2006

This endorsement is made a part of said Commitment including any prior endorsements and is subject to the schedules, terms and provisions and the conditions and stipulations therein, except as modified by the provisions hereof.

EFFECTIVE DATE: April 15, 2009 at 8:00 a.m.

The special exceptions at the following numbered paragraphs are hereby added/amended to Schedule B -1:

PLEASE ADD PARAGRAPH(S) 5 TO SCHEDULE B - 1 OF OUR COMMITMENT AS FOLLOWS:

5. The subject property is presently exempt from standard taxation. Please contact Kitsap County Treasurer's office at (360) 337-7135 for Pro Rated taxes after date of sale.

PLEASE AMEND NOTE "A" TO READ AS FOLLOWS:

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

Brief Legal: SE/SW & SW/SE 36-25N-1W
Tax Account No.: 362501-4-002-1006

bjx

LAND TITLE COMPANY

LEADERSHIP • TRUST • COMMITMENT

Agent for Chicago Title Insurance Company

Title / Recording Dept.

Call/email your questions or concerns to:

9657 Levin Road NW · Silverdale, Wa 98383

(360)692-2233 or 800-950-4321 Fax: (360)692-2244 email: titlesilv@landtitleco.net

Our File No.: E-230259CA

Seller Name: State of Washington -DNR

Buyer Name: Kitsap County

Contacts:

Land Title Escrow

Attn: Cathie Ames

Phone Number: (360)692-4033

9657 Levin Road NW, #110

Silverdale, WA 98383

Kevin Howell

614 Division Street

Port Orchard, WA 98366

ENDORSEMENT
Issued by
Land Title Company of Kitsap County

SUPPLEMENTAL NO. 1

Attached to Commitment No.: E-230259CA
Seller Name: State of Washington -DNR
Buyer Name: Kitsap County

Date: June 2, 2006

This endorsement is made a part of said Commitment including any prior endorsements and is subject to the schedules, terms and provisions and the conditions and stipulations therein, except as modified by the provisions hereof.

EFFECTIVE DATE: May 7, 2009 at 8:00 a.m.

PLEASE AMEND NOTE "A" TO READ AS FOLLOWS:

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

Brief Legal: NW/SW; N1/2 NE; SW/NE; 36-25N-1W & SW/SE 25-25N-1W
Tax Account Nos.: 362501-1-002-1002 & 252501-3-011-1000

bjs



WASHINGTON STATE DEPARTMENT OF
Natural Resources

NEWBERRY HILL EXCHANGE AGREEMENT
DNR Exchange No. 86- 081861

THIS AGREEMENT is made as of the ____ day of _____, 20__, by and between the STATE OF WASHINGTON, acting by and through the Department of Natural Resources (hereinafter referred to as "State") and Kitsap County Parks and Recreation Department (hereinafter referred to as "Exchanger").

WHEREAS, Exchanger is the owner of certain real property ("Exchange Property") located in Kitsap County, Washington; and

WHEREAS, State is the owner of certain real property ("State Property") located in Kitsap County, Washington; and

WHEREAS, Exchanger desires to acquire the State Property, and State desires to acquire the Exchange Property;

NOW, THEREFORE, in exchange for the mutual promises and covenants herein contained, and other good and valuable consideration, the mutual receipt and sufficiency of which is hereby acknowledged by Exchanger and State, it is agreed as follows:

SECTION 1 EXCHANGE PROPERTY

1.1 **Conveyance.** Exchanger shall convey and exchange to State, and State shall accept from Exchanger, all subject to the terms and conditions of this Agreement, that certain real property located in Kitsap County, Washington the legal description of which is set forth on Exhibit A attached hereto and incorporated by this reference herein, together with the following:

- (i) All rights, tenements, hereditaments, easements, associated tidelands, and appurtenances, including, but not limited to, any rights, title and interest of Exchanger in and to all trees, crops, oil, gas, sand, gravel, water rights, or mineral rights;
- (ii) All improvements, if any, and other items located upon or within said real property;

(iii) All easements, rights-of-way and other rights used in connection with said real property, including but not limited to maintenance easements, rights to adjacent streets, roads, alleys and rights-of-way;

(iii) All permits, plans, licenses, surveys, consultant's reports (including appraisals) on all matters, including but not limited to soils, engineering, traffic, environmental matters, and wetlands made by, for or on behalf of Exchanger with respect to the property, and an assignment of all representations and warranties made therein to Exchanger.

SECTION 2 STATE PROPERTY

2.1 Conveyance. State shall convey and exchange to Exchanger, and Exchanger shall accept from State, all subject to the terms and conditions of this Agreement, that certain real property located in Kitsap County, Washington the legal description of which is set forth on Exhibit B attached hereto and incorporated by this reference herein together with the following

(i) All rights, tenements, hereditaments, easements, and appurtenances, including, but not limited to, any rights, title and interest of State in and to all trees, crops, rock, sand, gravel, or water rights subject to the reservations set forth in 2.2 and 2.3;

(ii) All improvements, if any, and other items located upon or within said real property;

(iii) All easements, rights-of-way and other rights used in connection with said real property, including but not limited to maintenance easements, rights to adjacent streets, roads, alleys and rights-of-way, and except as limited by the easement reserved under Section 2.3;

(iv) All permits, plans, licenses, surveys, consultant's reports (including appraisals) on all matters, including but not limited to soils, engineering, traffic, environmental matters, and wetlands made by, for or on behalf of State with respect to the property, and an assignment of all representations and warranties made therein to State.

2.2 Mineral Reservation. Pursuant to RCW 79.36.620, State reserves minerals in perpetuity for the State Property legally described in Exhibit B-1, said reservation to be in the form set forth on the Quit Claim Deed attached hereto as Exhibit B-4.

2.3 Easement Reservation. State reserves access over and across parcels S-1 and S-2, legally described on Exhibit B-2, for all purposes, said reservation to be in the form set forth in Exhibit B-3, unless otherwise agreed to by State in writing.

SECTION 3. EXCHANGE VALUE

3.1 Exchange Property Value. Based upon its evaluation of the value of the Exchange Property pursuant to RCW 79.17.010, the Department will request the Board of Natural Resources to establish the Exchange Property Value at Two Million Three Hundred Thirty Five Thousand Dollars (\$2,335,000.00). The Exchange Property Value will be the value as established by the Board of Natural Resources. If the Board of Natural Resources establishes the value of the Exchange Property at less than Two Million Three Hundred Thirty Five Thousand Dollars (\$2,335,000.00), this Agreement shall terminate and shall be of no further force or effect without further obligation of either party, with each party bearing its own costs and expenses, including attorney's fees, related to this Agreement.

3.2 Cash and Services Value. Pursuant to the authority granted to State under RCW 79.17.010 during the biennium ending June 30, 2009, Exchanger shall pay cash to the State in the amount of up to Fifty Thousand Dollars (\$50,000.00) to reimburse State for its actual administrative costs incurred to facilitate this exchange, and Thirteen Thousand Dollars (\$13,000.00) to reimburse State for Road Maintenance and Abandonment costs associated with the Exchange Property. Said cash amount shall be paid by Exchanger to Escrow Company prior to closing. This cost reimbursement shall be deposited into the resource management cost account or the forest development account upon closing, to be determined by the proportion of costs incurred by the trusts benefitting from the respective accounts. In the event the exchange fails to close because either party exercises a right to terminate for failure of a contingency as provided herein, this amount shall be refunded to Exchanger.

3.3 State Property Value. The Department will request the Board of Natural Resources to establish the State Property Value at Two Million Three Hundred Twenty Five Thousand Dollars (\$2,325,000.00). The State Property Value will be the value as established by the Board of Natural Resources. If the Board of Natural Resources establishes the value of the State Property Value at less than Two Million Three Hundred Twenty Five Thousand Dollars (\$2,325,000.00), this Agreement shall terminate and shall be of no further force or effect without further obligation of either party, with each party bearing its own costs and expenses, including attorney's fees, related to this Agreement.

SECTION 4 CLOSING

4.1 Closing Date. "Closing," "Closing Date" or "Date of Closing" as those terms are used herein, shall mean the date upon which all documents are recorded and monies paid to complete the exchange contemplated herein. The Date of Closing shall be as soon as practicable to

facilitate an orderly closing but no later than June 25, 2009 unless otherwise agreed in writing by the parties.

4.2 Escrow. This transaction shall be closed in escrow at Land Title Company of Kitsap County, 9657 Levin Road N.W., Suite 100, Silverdale, WA 98383 ("Escrow Company") which shall be arranged by State within ten (10) days of execution of this Agreement. The parties shall deposit the necessary documents and funds in escrow sufficiently in advance of the Closing Date to facilitate an orderly closing. State and Exchanger shall each pay one-half of the Escrow Company's fee.

SECTION 5 CONVEYANCE, TITLE INSURANCE AND POSSESSION.

5.1 Possession. The parties shall be entitled to possession of the property on the Closing Date, and each party shall have a right of entry pursuant to Section 6 below.

5.2 Form of Deed. On the Closing Date, Exchanger shall convey title to the Exchange Property to State by Statutory Warranty Deed substantially in form as set forth in Exhibit A-1, and State shall convey the State Property to Exchanger by Quitclaim Deed substantially in form as set forth in Exhibit B-4.

5.3 Title Insurance. This Agreement is conditioned upon each party accepting title as set forth below.

(a) State has obtained a preliminary commitment for an ALTA Owner's Standard Coverage Policy of title insurance (hereafter "Preliminary Commitment"). Exchanger agrees to pay the cost of title insurance for the Exchange Property and warrants that Exchanger's Title to the Exchange Property to be good, marketable and insurable subject only to such exceptions approved by State.

(b) State shall not furnish insurance insuring title to the State Property. Exchanger shall be responsible for procuring title insurance for the State Property at Exchanger's sole expense. Exchanger's sole remedy for title defects shall be termination of this Agreement as set forth below. To exercise the termination rights set forth in subsection (d) Exchanger must obtain a Preliminary Commitment of title insurance within fifteen (15) days after the date of this Agreement.

(c) Within thirty (30) days of its receipt of the Preliminary Commitment, or the Date of this Agreement whichever is later, each party must notify the other in writing of any exceptions thereto which are wholly or conditionally acceptable (hereafter "Title Notice"). Following giving of Title Notice, if additional encumbrances affecting either property arise, the party acquiring the affected property shall have twenty (20) days from receipt thereof to review and approve these additional items. Failure to so approve in

writing any exception to title shown in the Preliminary Commitment or arising thereafter shall be deemed to be a disapproval of such exception.

(d) State (without obligation) and Exchanger (by the exercise of its reasonable efforts and with due diligence) shall, prior to or at the Closing Date, at its sole cost and expense, undertake to remove, eliminate or modify any exceptions not acceptable to the other party; provided that in the event Exchanger or State is unable to cure such objections, Exchanger or State shall so advise the other party in writing within five (5) days following the expiration of the review period described in Section 5.3(c) above and thereafter the affected party shall have ten (10) days within which to make an election to accept such encumbrance or terminate and cancel this Agreement. This election shall be made in writing to the other party within said ten (10) day period. A failure to give such written election within said ten (10) day period shall be deemed an election by said party to reject the status of the title and to terminate this Agreement. Upon such termination, the rights and obligations of the parties shall terminate and any monies deposited by a party pursuant to this Agreement shall be returned to the party depositing the same.

(e) On the Closing Date, Exchanger shall cause the Title Company to insure title to the Exchange Property in the name of State in the amount of State's appraised value of Exchange Property, subject only to the exceptions contained in the ALTA Owner's Policy Form, and the exceptions set forth in the Preliminary Commitment which are accepted by State.

SECTION 6 RIGHTS AFTER ACCEPTANCE

6.1 Inspection. After the Date of this Agreement, each party shall permit the other and/or its designated agents to enter upon the property at all reasonable times for the purpose of conducting environmental assessments and investigating the property and the physical condition thereof, including, without limitation, soil, water, and air conditions, and the condition of improvements, if any, upon the property. Inspections by either party shall not be construed as estopping actions upon any warranty made herein.

6.2 Studies.

(a) Studies. Each party shall have the right to prepare, or have prepared, appraisals, market and engineering studies, soils tests, feasibility studies, surveys, resurveys or survey updates, environmental investigations and such other tests, studies or investigations (all of which are collectively referred to as the "Studies") with respect to the property to be received. Each party shall be solely responsible for costs of all the Studies obtained by that party.

(b) Termination Rights. If a party determines, at its sole discretion, that the Studies indicate the property to be received is not suitable for the intended use by that party or the property presents risk of liability unacceptable to that party, that party may terminate this

Agreement without further obligation. Neither party makes any warranty as to the accuracy of the Studies, and no studies or information have been relied upon by either party unless expressly identified in this Agreement.

6.3 Subsequent Acts. Between the Date of this Agreement and the Closing Date, each party shall maintain their property and keep it in condition at least as good as on the Date of this Agreement. Neither party shall remove, or allow to be removed, any timber, harvestable crop, improvements, minerals, sand, gravel, or other item from the property after the Date of this Agreement without prior, written approval by the other party.

SECTION 7 CONTINGENCIES

7.1 State Approval. This Agreement is contingent on approval by the Board of Natural Resources, in its sole discretion, to determine this exchange is for one or more of the purposes enumerated in RCW 79.17.010(1), acting in the best interests of the trusts, and further subject to the Board's confirming this Agreement involves an exchange of equal based upon the Exchange Property Value and State Property Value. If, on or before the thirtieth (30th) day after the Date of this Agreement, State has not delivered to Exchanger a written notice of the Board of Natural Resources' approval (Approval Notice) to consummate the acquisition of the Exchange Property, then State or Exchanger may terminate this Agreement by giving written notice of termination (Termination Notice) to the other party. The right of termination shall not be effective if Exchanger receives the Approval Notice prior to Exchanger sending the Termination Notice.

7.2

7.2.1 Exchanger's Conditions. The obligations of the Exchanger under this Agreement are subject to and contingent upon the following:

a) The conveyance by State to Exchanger of the State Property by Quitclaim Deed, with mineral rights reservations, as described in Section 5.

7.2.2 State's Conditions. The obligations of State under this Agreement are subject to and contingent upon the following:

a) The conveyance by Exchanger to State of the Exchange Property by Statutory Warranty Deed, as described in Section 5; and

b) The termination of the conservation easement attached hereto as Exhibit D, pursuant to the authority granted therein for the substitution of other conservation land, in a manner satisfactory to State.

7.2.3 Mutual Conditions. The obligations of both Exchanger and State under this Agreement are further subject to and contingent upon the following:

(a) The truth and accuracy as of the Closing Date of all representations and warranties set forth in this Agreement or in any instrument or document delivered hereunder.

- (b) The delivery on or prior to the Closing Date of all documents and instruments required by the terms of this Agreement.
- (c) The performance on or prior to Closing of all acts required under this Agreement.
- (d) The absence at Closing of any violation of any federal, state or local law, rule, regulation or ordinance affecting the use, occupancy or condition of the Exchange or State Property.
- (e) The absence at Closing of any failure to comply with the order of any court, government authority or agency pertaining to the Exchange or State Property or the use, occupancy or condition thereof.
- (f) The absence at Closing of any proceeding or threat of any proceeding to condemn all or any part of the Exchange or State Property by a proceeding in eminent domain.
- (g) Conveyance of acceptable title as provided in Section 5.
- (h) Approval of the Studies pursuant to Subsection 6.2.
- (i) Mutual execution of State's Easement Reservation pursuant to Section 2.3.
- (j) Mutual execution of State's assignment of the Kitsap Rifle and Revolver Club lease to Exchanger, substantially in the form attached hereto as Exhibit A-2.

7.3 Waiver. If any condition specified in Section 7.2 is not met at Closing, a party may waive such condition in writing or it may terminate this Agreement without any further liability, provided that any waiver of condition 7.2.2(b) shall not occur without an update to the appraisal confirming that the Exchange Property Value set forth in Section 3.1 would not be reduced as a result of the failure to terminate the conservation easement identified in Section 7.2.2(b).

7.4 Refund. Upon termination under subsection 7.1 or 7.2, any monies deposited pursuant to this Agreement shall be promptly returned to the party depositing the same.

SECTION 8 REPRESENTATIONS AND WARRANTIES OF EXCHANGER

Exchanger makes the following representations and warranties to State. Each of these representations and warranties is material and is relied upon by State. Each of the representations and warranties shall be deemed accurate through Closing and shall survive Closing.

8.1 Title. Title to the Exchange Property is vested in Exchanger.

8.2 No Liabilities. There exists upon the Exchange Property no condition which is in violation of any statute, ordinance, regulation or administrative or judicial order or holding, whether or not appearing in the public records which affects the Exchange Property.

8.3 Correctness. The accuracy and truthfulness of all information furnished by Exchanger to State with respect to the Exchange Property excluding Studies.

8.4 Litigation. There is no pending or threatened litigation affecting the Exchange Property or any portion thereof, including but not limited to alleged violation of federal, state or local environmental laws. Neither Exchanger nor its predecessors have received any notice relating to a breach or suspected breach of any environmental laws.

8.5 Condition of Exchange Property. Exchanger represents and warrants the following: a) there are no apparent or latent defects in the Exchange Property; b) the Exchange Property does not contain any underground storage tanks, surface impoundments, asbestos or asbestos-containing material, or polychlorinated biphenyls (PCBs) or PCB-containing materials, past or present refuse dump sites, chemical storage sites, areas of heavily stained soil or sites known hazardous materials releases other than those indicated and described by exhibit attached hereto, which is a full representation of such conditions; and c) the Exchange Property is free from the presence of hazardous waste or materials and no hazardous waste or materials have been generated, stored, released, disposed of, or transported over, on or within the Exchange Property. The term "hazardous waste or materials" includes any substance, waste or material defined or designated as hazardous, toxic or dangerous (or any similar term) by any federal, state or local statute, regulation, rule or ordinance now in effect, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq., and the Model Toxics Control Act, RCW 70.105D. Exchanger has no undisclosed knowledge of any fact or condition that would materially impair the market value of the Exchange Property, would materially increase the cost of operating the Exchange Property or would be inconsistent with the terms of this Agreement.

8.6 Authorization. Exchanger has the right and authority to enter into this Agreement and all documents contemplated by this Agreement, to make the representations and warranties set forth herein and to perform this Agreement in accordance with its terms. Neither the execution of this Agreement nor its performance by Exchanger will conflict with or result in the breach of any mortgage, deed of trust, encumbrance, restriction, covenant, agreement or other undertaking whatever.

8.7 No Real Estate Agent. Exchanger has engaged no real estate agent or broker in connection with this transaction.

8.8 Appraisal Fees Paid. Exchanger has paid all appraiser's fees and charges associated with appraising the Exchange Property and State Property.

SECTION 9 REPRESENTATIONS AND WARRANTIES OF STATE

State makes the following representations and warranties to Exchanger. Each of these representations and warranties is material and is relied upon by Exchanger. Each of the representations and warranties shall be deemed accurate through Closing and shall survive Closing.

9.1 No Liabilities. The State has no actual knowledge of any condition upon the State property which is in violation of any statute, ordinance, regulation or administrative or judicial order or holding, whether or not appearing in the public records that affect the State Property.

9.2 Correctness. To the best of State's knowledge, the information furnished by State to Exchanger with respect to the State Property, excluding Studies, is true and accurate.

9.3 Litigation. The State has received no actual notice of pending or threatened litigation affecting the State Property or any portion thereof, including but not limited to alleged violation of federal, state or local environmental laws. Neither State nor its predecessors have received any notice relating to a breach or suspected breach of any environmental laws.

9.4 Authorization. State has the right and authority to enter into this Agreement and all documents contemplated by this Agreement, to make the representations and warranties set forth herein and to perform this Agreement in accordance with its terms. Neither the execution of this Agreement nor its performance by State will conflict with or result in the breach of any mortgage, deed of trust, encumbrance, restriction, covenant, agreement or other undertaking whatever.

SECTION 10 INDEMNITY AND HOLD HARMLESS

Exchanger agrees to indemnify, defend with counsel acceptable to State, and hold harmless the State, its agencies, employees, officers and agents from (a) all liabilities, losses, claims, demands, damages, assessments, costs and expenses (including reasonable attorneys' and consultants' fees) of every kind (hereafter "Liabilities") resulting from, arising out of or relating to the breach by Exchanger of any of its representations, warranties, or covenants contained in this Agreement and (b) all Liabilities arising under, resulting from or arising out of any activities of Exchanger, its agents, employees, contractors, subcontractors, permittees, or licensees at the Exchange Property prior to or at Closing.

SECTION 11 DESTRUCTION OR CONDEMNATION

Each party shall bear the risk of loss associated with its property prior to Closing. If, on or before the Closing Date, either property is materially damaged, or condemnation proceedings are commenced with respect to a property, the party receiving that property shall have the right, at its sole election, by giving notice to the other, either to terminate this Agreement or to exchange the property in accordance with this Agreement. If a party elects to terminate this Agreement, all rights and obligations of the parties shall terminate. If a party elects to exchange the property in accordance with this Agreement, the party receiving the damaged or condemned property shall be entitled to all insurance proceeds or condemnation awards payable by reason of such damage or condemnation. Each party shall immediately give notice to the other upon the occurrence of any damage to their property or the initiation of any condemnation proceedings affecting their

property. The term "material damage" as used in this section shall mean any damage or destruction which exceeds three percent (3 %) of the value of the Property.

SECTION 12 CLOSING AND CLOSING COSTS

Prior to or on the Closing Date, Exchanger and State shall deposit the following documents and funds in escrow, to be closed in accordance with the instructions of State and Exchanger consistent with this Agreement:

12.1 Exchanger Obligations. Exchanger shall deposit the following:

- (a) Duly executed and acknowledged Statutory Warranty Deed conveying the Exchange Property to State and a Real Estate Excise Tax Affidavit;
- (b) Funds necessary to reimburse State for administrative and other costs as specified in Section 3.2;
- (c) Assumption of leases and contracts, substantially in form set forth in Exhibit A-2, including Special Use Lease No 60-B068979 shown in Exhibit A-3;
- (d) If Exchanger is a corporation or partnership, a certified resolution authorizing the execution of all documents delivered at the Closing;
- (e) Signed acceptance of Continuing Forestland Obligations form (Exhibit C) by all future owners for existing State forested parcels;
- (f) Signed acceptance of the Easement Reservation set forth in Exhibit B-3; and
- (g) Such other funds or documents, including without limitation, closing instructions as required of Exchanger to close the exchange in accordance with this Agreement.

12.2 State Obligations. State shall deposit the following:

- (a) Duly executed and acknowledged Quit Claim Deed conveying the State Property to Exchanger and a Real Estate Excise Tax Affidavit;
- (b) Tenant Estoppel Statements from all current State tenants using format acceptable to State and being similar to Exhibit B-5;

- (c) Signed acceptance of Continuing Forestland Obligations form (Exhibit C) by State for existing Exchanger forested parcels; and
- (d) Such other funds and documents, including without limitation, closing instructions as are required of State to close the exchange in accordance with this Agreement.

12.3 Prorations. All rents and other income, if any, and water, sewer, utility and maintenance charges, and any other expenses with respect to the operation of the properties shall be prorated between Exchanger and State as of the Closing Date, and to the extent information then available, such proration shall be made as of the Date of Closing. Such proration shall be adjusted and completed after the Closing Date as and when complete information becomes available, and State and Exchanger agree to cooperate and use their best efforts to complete such prorations not later than sixty (60) days after the Closing Date. No insurance prorations shall be made. Each party shall pay any assessments charged against their property in full prior to or at Closing unless otherwise agreed in writing. Exchanger shall pay all real estate taxes and personal property taxes related to the Exchange Property, if any, through the Date of Closing. In the event Exchanger has prepaid any real estate taxes, Exchanger may seek a refund from the appropriate county official; State shall have no obligation to refund or pay any such amount to the Exchanger. Exchanger shall pay any real property excise tax due, and the cost of any revenue stamps, if applicable, required to complete this transaction. Each party will pay their own recording fees. Proration for cash rentals for leases will be as of the date of actual closing.

12.4 Compensating Tax. Exchanger shall pay any and all compensating tax, if applicable, as defined under chapters 84.33 RCW or 84.34 RCW that may come due as a result of this transaction.

SECTION 13 CONTINUING FORESTLAND OBLIGATIONS

Exchanger and State acknowledge that the State Property and the Exchange Property are subject to certain continuing forestland obligations applicable to the properties under the forest practices rules adopted pursuant to RCW 76.09.070, including but not limited to the continuing obligations, if any, listed on the notice which is attached hereto as Exhibit C (the "Continuing Obligations"). At or before Closing, Exchanger and State each agree to sign and deliver to the other originals of the notice attached hereto as Exhibit H or such other notice that indicates the Exchanger's and State's knowledge of the Continuing Obligations as may be required by the Washington Department of Natural Resources ("DNR") at the time of Closing. At Closing, Exchanger and State shall each send the executed notice(s) to the appropriate DNR region office of jurisdiction, in accordance with the requirements of RCW 76.09.390. As of Closing, Exchanger and State each assume and agree to perform the Continuing Obligations at their sole cost and expense in a timely fashion.

SECTION 14 SURVIVAL

The representations, warranties, indemnification and obligations (to the extent such obligations are not fully performed at closing) contained herein are intended to survive closing and shall be deemed not to have merged into the deeds.

SECTION 15 REAL ESTATE COMMISSION

Exchanger shall pay any real estate commission payable in connection with this transaction. Any real estate agent or broker acting in this transaction shall be deemed to be the sole agent of Exchanger.

SECTION 16 NOTICES

All notices required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days following delivery in the United States certified mail, return receipt requested, postage prepaid, or on the date sent via facsimile as follows:

To Exchanger:

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

To State:

Brad Pruitt
Transactions Manager
South Puget Sound Region
Department of Natural Resources
1111 Washington St SE
PO Box 47003
Olympia, WA 98504-7003

With Copy to:

Cindy Neff
Property and Acquisition Specialist
Asset Management and Recreation Division
Department of Natural Resources
1111 Washington St SE
PO Box 47003
Olympia, WA 98504-7003

The foregoing addresses may be changed by written notice.

SECTION 17 MISCELLANEOUS

17.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties. No other prior and contemporaneous negotiations, understandings and agreements, whether oral or written shall be deemed to exist or bind any of the parties hereto.

17.2 Binding Nature. All rights and obligations arising out of this Agreement shall inure to the benefit of and be binding upon the respective successors, heirs, assigns, administrators, executors and marital communities, if any, of the parties hereto.

17.3 Washington 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.

17.4 Time of the Essence. Time is of the essence of this Agreement. No waiver or consent to any breach or other default in the performance of any of the terms of this Agreement shall be deemed to constitute a waiver of any subsequent breach of the same or any other term or condition hereof. In the event time for performance falls on a weekend or legal holiday designated by the United States or Washington State, performance shall be deemed to be timely rendered if so rendered on the next business day.

17.5 Captions. The captions and section headings hereof are inserted for convenience purposes only and shall not be deemed to limit or expand the meaning of any section.

17.6 Invalidity. If any provisions of this Agreement shall be invalid, void or illegal, it shall in no way affect, impair or invalidate any of the other provisions hereof.

17.7 Counterparts. This Agreement may be signed in counterparts, any one of which shall be deemed an original.

17.8 Date of Agreement. The Date of this Agreement shall be the date on which the last party executes this Agreement. Said date shall be inserted on the first page hereof when such date is determined.

17.9 Good Faith. Both parties shall act reasonably and in good faith in order to consummate this transaction, and neither party shall sell nor dispose of any of the property nor cause or suffer the creation of any matter of record, or defect in the title to the property for the purpose of avoiding its obligation to close.

17.10 Default. In the event that either party defaults in the performance of any of that party's obligations under this Agreement, the non-defaulting party shall have all remedies available in law or equity, but neither party shall be liable for consequential damages.

17.11 Assignability. This Agreement shall not be assigned without the prior written consent of the other party.

17.12 Advice of Counsel. Exchanger acknowledges that it has had an opportunity to seek independent legal advice regarding the transaction.

17.13 Recording. Either party may file a memorandum of the Agreement with the county auditor.

17.14 Exhibits. The following exhibits are attached and shall be incorporated into this Agreement by reference.

Exhibit A	Legal Description for Exchange Property
Exhibit A-1	Statutory Warranty Deed
Exhibit A-2	Assignment and Assumption of Lease
Exhibit A-3	Kitsap Rifle and Revolver Club Lease
Exhibit B	Legal Description for State Property
Exhibit B-1	Form of State's Mineral Reservation
Exhibit B-2	Legal Description of State Reserved Easement Parcels
Exhibit B-3	Form of State's Easement Reservation
Exhibit B-4	Quit Claim Deed
Exhibit B-5	Tenant Estoppel Certificate
Exhibit C	Notice of Continuing Forest Obligation
Exhibit D	Conservation Easement

17.15 Future Access. After Closing, if other rights are needed to provide access to the lands exchanged hereunder, State and Exchanger will cooperate by granting such easements, temporary permits, or licenses as needed with reasonable compensation to be agreed upon by the parties. This subsection 17.15 (c) is intended as a memorandum of understanding only and is not intended as a term of this Agreement. Failure of either party to honor this understanding will not be considered a breach of this Agreement nor grounds to invalidate this Agreement.

17.16 Submission. This Agreement must be executed by Exchanger, and an original delivered to State, at the address set forth in this Agreement, on or before 4:00 p.m. on May 8, 2009, to be considered by State. This Agreement shall not be binding upon State until signed by an authorized representative of State.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year set forth opposite their respective names.

EXCHANGER:

KITSAP COUNTY PARKS AND RECREATION
DEPARTMENT

Date: _____, 2009.

By: _____

Title: _____

STATE:

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: _____, 2009.

Peter Goldmark
Commissioner of Public Lands

Exchange Agreement
Approved as to Form this ____ day of
_____, 2009.

Assistant Attorney General
State of Washington

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

EXHIBIT A

Kitsap County property to be conveyed to State

PARCEL I:

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

PARCEL II:

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

PARCEL III:

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

PARCEL IV:

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

PARCEL V:

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

PARCEL VI:

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

PARCEL VII:

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

PARCEL VIII:

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

PARCEL IX:

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

PARCEL X:

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

PARCEL XI:

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

PARCEL XII:

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

PARCEL XIII:

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

PARCEL XIV:

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

PARCEL XV:

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

PARCEL XVI:

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

PARCEL XVII:

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

PARCEL XVIII:

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

PARCEL XIX:

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

PARCEL XX:

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

PARCEL XXI:

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

PARCEL XXII:

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

PARCEL XXIII:

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

PARCEL XXIV:

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

PARCEL XXV:

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

PARCEL XXVI:

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

PARCEL XXVII:

THAT PORTION OF PARCEL B CONVEYED BY STATUTORY WARRANTY DEED UNDER AUDITOR'S FILE NO. 200404190409 DESCRIBED AS: THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, SECTION 2, TOWNSHIP 24 NORTH, RANGE 1 WEST, W.M., IN KITSAP COUNTY, WASHINGTON, BEING THAT PORTION OF GOVERNMENT LOT 13, SAID SECTION 2,

EXCEPT THAT PORTION LYING WITHIN THE PLAT OF WILDCAT LAKE TRACTS, ACCORDING TO THE PLAT RECORDED IN VOLUME 5 OF PLATS, PAGE 31, RECORDS OF KITSAP COUNTY, WASHINGTON.

PARCEL XXVIII:

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

Dennis J. Gelvin, PLS 21674
Land Description & R/W Specialist
Land Survey Unit
Engineering Division
PO Box 47060
Olympia, WA 98504-7060

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

**EXHIBIT A-1
Statutory Warranty Deed**

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

**STATUTORY WARRANTY DEED
Kitsap County**

Grantor: KITSAP COUNTY PARKS AND RECREATION

Grantee: STATE OF WASHINGTON, acting by and through the DEPARTMENT OF NATURAL RESOURCES

Legal Description: NW4SW4, NE4SW4, SW4SW4, SE4SW4 of 1-24N-1W, and NE4NE4, SE4NE4, NE4SW4, SE4SW4, NW4SE4, NE4SE4, SE4SE4, SW4SE4 of 11-24N-1W, and NW4NW4 of 12-24N-1W and SE4SE4 and Govt. Lot 8 of 2-24N-1W.

Tax Parcel Number: 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, 112401-1-016-1006, 112401-1-017-1005, 112401-1-018-1004, 112401-1-019-1003, 122401-2-007-1004, 122401-2-008-1003, 112401-3-027-1009, 12401-3-028-1008, 112401-4-001-1007, 112401-4-002-1006, 112401-4-003-1005, 112401-4-004-1004, 112401-3-029-1007, 112401-3-030-1004, 112401-4-005-1003, 112401-4-006-1002, 112401-4-007-1001, 112401-4-008-1000, 022401-4-025-1000, And 022401-4-002-1007.

THE GRANTOR, KITSAP COUNTY PARKS AND RECREATION, for and in consideration of the conveyance by the State of Washington of real property of equal value, hereby conveys and warrants to the STATE OF WASHINGTON, acting by and through the DEPARTMENT OF NATURAL RESOURCES, GRANTEE, the real property situated in Kitsap

County, State of Washington, more particularly described in the attached Exhibit A and subject to the exceptions and encumbrances set forth in the attached Exhibit B.

Dated this _____ day of _____, 20__.

By _____

Title _____

DNR Exchange No. 86- 081861

Exhibits
Acknowledgement

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

EXHIBIT A-2

(Form of Assignment of Lease Agreement)

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

ASSIGNMENT AND ASSUMPTION AGREEMENT

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

Assignor will transfer certain real property to the Assignee, the legal description which is contained in that certain lease 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:

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

Date

Date

CONSENT AND RELEASE

The lessee, _____, 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

Date

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

EXHIBIT A-

3

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
DOUG SUTHERLAND, Commissioner of Public Lands

SPECIAL USE LEASE

Lease No. 60-B068979

BY THIS LEASE (hereinafter "Agreement"), the STATE OF WASHINGTON, Department of Natural Resources, (hereinafter "State") leases to KITSAP RIFLE AND REVOLVER CLUB (hereinafter "Lessee") the premises in Kitsap County, Washington, the legal description of which is set forth in Exhibit 1A, upon the terms and conditions and for the consideration enumerated herein. Said premises and rights leased hereby are hereinafter referred to as the "Premises".

SECTION 1 OCCUPANCY

1.01 Lease Term. This Agreement shall commence on March 1, 2003 ("Commencement Date") and expire on February 27, 2018.

1.02 No Warranty of Quiet Enjoyment. State makes no warranty of quiet enjoyment of the Premises.

1.03 Condition of Premises. Lessee has had an opportunity to inspect Premises and enters into this Agreement solely in reliance on Lessee's own examination and not by reason of any representation by State. Premises are accepted in its present condition "AS IS WHERE IS". No reliance shall be placed on any opinion, material, or information provided by or through State, and Lessee does so at its own risk, cost and expense.

SECTION 2 USE OF PREMISES

2.01 Permitted Use. For this Agreement, the following uses and no other uses are permitted:

Intensive use and occupancy containing Lessee's improvements, roads, parking areas, open shooting range, targets, and associated infrastructure.	8 Acres
Timberlands, wetlands and similar resource-oriented lands passively utilized by Lessee to provide buffer and safety zones for Lessee's shooting range.	64.41 Acres

In the event the Lessee desires a change in acreage or use, authorization must be obtained in advance and in writing from the State. Approval may be conditioned upon adjustment of the payment in accordance with changes in acreage or use.

SECTION 3 PAYMENT

Payments made hereunder will be applied first to interest, then to outstanding or delinquent rent, leasehold tax and other charges owed, then to current rent, leasehold tax, and charges.

3.01 Rent. The Lessee shall pay to the State, at Olympia, Washington 98504, in advance, the required rent of \$7,200.00 for the period of March 1, 2003 to February 27, 2004 and annually thereafter subject to adjustment under Subsection 3.06.

3.02 Leasehold Tax. Lessee shall pay to State, the leasehold tax as set forth in RCW Chapter 82.29A - Leasehold Excise Tax as may be amended. The tax shall be due and payable at the same time the rental charged herein is due and payable.

3.03 No Counterclaim, Setoff, or Abatement of Rent. Rent and all other sums payable by Lessee hereunder shall be paid without the requirement of prior notice or demand by State, and shall not be subject to any counterclaim, setoff, deduction or defense and without abatement. The obligations and liabilities of Lessee hereunder shall in no way be released, discharged or otherwise affected, except as expressly provided in Subsection 13.06 (Condemnation).

3.04 Interest Charged for Past-Due Rent and Other Sums Owed. Lessee shall pay interest at the rate of one percent (1%) per month (or at such higher rate as may be authorized by statute after the Commencement Date hereof), until paid, on rent or other sums owing under the terms of this Agreement commencing the date such rent or other sum is due and payable. In the event State pays any sum or incurs any expense which Lessee is obligated to satisfy or pay under this Agreement, or which is made on behalf of Lessee, State shall be entitled to receive reimbursement thereof from Lessee upon demand, together with interest thereon from the date of expenditure at the rate stated above.

3.05 Late Charge for Failure to Pay. In the event the Lessee fails to make any payment of rent due hereunder upon the date due, the State shall be entitled to collect from the Lessee a late charge equal to six percent (6%) of the amount of the delinquent payment. Any failure to pay rent or any amount specified in this Section 3, or any other amount to be paid by the Lessee under terms of this Agreement within thirty (30) days of the date due, shall be a material default hereunder by the Lessee and such default shall entitle the State to pursue all remedies specified in this Agreement, including the right to terminate this Agreement, though failure to exercise such right shall not be construed as a waiver of the right and thereafter pursue any remedies available at law or equity, including those contained in Chapter 59.12 RCW.

3.06 Adjustment of Rent. Beginning on the fifth anniversary of the Commencement Date, and at intervals of five (5) years thereafter (the "Adjustment Date"), a new annual rental will be established. In no event will the adjusted annual rental be less than the previous annual rental. Adjusted rental values established after the designated Adjustment Date shall be due retroactive to such Adjustment Date. The method for such adjustment shall be selected solely by the State from the following options:

(a) Increase of the current annual rent by the percentage increase in the United States Department of Labor, Bureau of Labor Statistics, "All Items" Consumer Price Index for All Urban Consumers ("CPI"), US City Average (1982-84=100), between the date five (5) years previous to the Adjustment Date and the Adjustment Date, i.e., adjusted rental amount equals current annual rent times CPI as of current Adjustment Date divided by CPI as of date five (5) years previous. In the event the CPI ceases to be published, the State may substitute such other comparable cost of living index as then may be in publication by a comparable governmental agency.

(b) Determination of fair market value of the Premises within six (6) months before or after the Adjustment Date through evaluation of pertinent market evidence by State lease administrator and/or other appropriate State personnel.

(c) Determination of fair market value of the Premises within six (6) months before or after the Adjustment Date through formal appraisal by State's appraiser, certified general appraiser under contract with the State, or such other appraiser as may be agreed to by State. Such appraisal must be performed in accordance with the Uniform Standards of Professional Appraisal Practices (USPAP) as promulgated by the Appraisal Institute.

The market value will be determined exclusive of Lessee's improvements and as though ownership were in fee simple, not encumbered by lease.

Under (b) and (c) above, the new annual rental above shall be computed by multiplying the market value of the Premises by the then current Prime Rate as of the Adjustment Date plus 200 basis points (Prime Rate + 2.0%). The term "Prime Rate" shall mean the Prime Rate as published in The Wall Street Journal from time to time (or the average Prime Rate if more than one is published), any change in such Prime Rate to effect a change in the rate charged hereunder on the date of each such change. If The Wall Street Journal ceases to be published or ceases to publish a Prime Rate, then State shall designate another nationally recognized business publication which publishes such a rate or such rates which does, in the reasonable opinion of State, represent the "Prime Rate" as defined herein.

3.07 Failure to Adjust Not Waiver. Failure of State to adjust rent pursuant to Subsection 3.06 above at the end of any five (5) year period, shall not be a waiver by State of the right to adjust rent at the end of any subsequent five (5) year period. State shall retain the right, for so long as this Agreement remains in effect, to adjust rent as of the end of any five (5) year period, as though all prior adjustments had been made in accordance with the above provisions.

SECTION 4 RESERVATIONS

4.01 Compliance. The State shall have access to the Premises at all reasonable times to determine and secure compliance with this Agreement. Failure to inspect or enforce compliance shall not be construed as a waiver of the State's right to declare a breach, nor relieve Lessee of any liability to the State for any breach of the terms, conditions, or requirements of this Agreement.

4.02 Compatible Uses. State reserves for itself, its successors and assigns, the right at all times for any purpose to cross and re-cross the Premises at any place or grade, to grant easements/licenses over or leases to the Premises, to sell, or otherwise dispose of minerals, coal, oil, timber, gas, or other valuable materials from the Premises insofar as the State's activities on the Premises and any grant of rights the State makes to any person or entity shall not unreasonably interfere with the activities permitted hereunder.

4.03 Non-Default Termination. State reserves the right to terminate this Agreement upon sixty (60) days' written notice in the event the State includes the Premises in a plan for higher and better use, land exchange or sale.

SECTION 5 SPECIAL RESTRICTONS

5.01 Permits and Conformance With Laws.

(a) Lessee shall obtain all building permits and other required permits, licenses, permissions, consents, and approvals from governmental agencies or third parties in connection with this Agreement and Lessee's permitted use including construction of any improvements, changes, alterations, additions, repairs, maintenance to or replacement of the Premises, or for the conduct of any business upon the Premises at the sole cost and expense of Lessee. Copies of such permits, licenses, permissions, consents, and approvals shall be supplied to State on request.

(b) Lessee shall conform to all applicable laws, regulations, permits, orders, or requirements of any public authority affecting the Premises and the use thereof, and shall correct at the Lessee's own cost and expense any failure of compliance created through the Lessee's fault or by reason of the Lessee's use. In no event shall Lessee undertake or suffer any activity to be conducted upon the Premises which constitutes a nuisance or which is a threat to the health or welfare of the general public.

(c) Lessee shall cause all work on the Premises and all business conducted thereon during the term to be performed in accordance with all applicable laws and all directions and regulations of all governmental agencies and the representatives of such agencies having jurisdiction.

5.02 Other Restrictions on Use.

(a) Lessee shall cut no State timber or remove State-owned valuable material, without prior written consent of the State. Prior to State's authorization for the cutting of timber, or removal of valuable material, the Lessee must pay to the State the fair market value of the timber or valuable material, as determined by the State.

(b) Lessee shall take all reasonable precautions to protect the land and improvements on the Premises from fire, make every reasonable effort to report and suppress such fires as may affect the Premises, and shall be subject to applicable fire laws affecting the Premises.

(c) Lessee shall prevent accumulation of equipment parts or "bone yards" on the Premises.

(d) This Agreement does not convey rights to media uses, communication sites, or any use on the Premises other than those expressly stated in this Agreement.

5.03 Habitat Conservation Plan. The Premises are located within an area that is subject to State's Habitat Conservation Plan adopted in connection with Incidental Take Permit No. PRT-812521 (ITP) as supplemented by Permit No. 1168 (Collectively "ITP"). As long as the Habitat Conservation Plan remains in effect, Lessee and all persons acting under Lessee shall comply with the terms and conditions set forth in Exhibit 5A while operating on the Premises. State shall have the right to modify these terms and conditions from time to time to comply with the Habitat Conservation Plan, the ITP, the Endangered Species Act, the implementing regulations, and amendments thereto, or the requirements of the federal agencies administering these laws.

SECTION 6 UTILITIES, TAXES, LIENS

6.01 Utilities and Maintenance. During the term of this Agreement, Lessee shall pay all expenses incurred by Lessee in the use, enjoyment, and operation of the Premises, including, but not limited to, utility charges and all costs of maintaining and repairing the Premises and all improvements thereon whether now existing or hereafter installed. Lessee shall indemnify and hold the State harmless against any loss, liability, or expense resulting from any failure of Lessee to pay all such charges when due.

6.02 Taxes and Assessments.

(a) Lessee shall pay during the term of this Agreement all taxes and other governmental charges of any kind applicable or attributable to the installation of Lessee owned improvements on the Premises, Lessee's leasehold interest therein, and Lessee's use and enjoyment thereof.

(b) Lessee shall pay its prorated share of all assessments that are legally required to be paid now or may be charged during the Agreement term to the Premises or Lessee owned improvements thereon. Lessee shall not cause or suffer the imposition of any assessment upon the Premises without the prior written consent of State. In the event any new assessment is proposed which affects the Premises, Lessee shall immediately notify State of such proposal after Lessee has knowledge or receives notice thereof. Any assessment upon the Premises shall be made in compliance with all applicable statutes, including, but not limited to, Chapter 79.44 RCW.

6.03 Lessee Liens. Lessee shall not suffer or permit any lien to be filed against the State's interest in the Premises, or improvements thereon by reason of work, labor, or services performed thereon or materials supplied to, by or through the Lessee. If any such lien is filed, Lessee shall cause the same to be discharged of record within thirty (30) days after the date of filing or creation of such lien unless other arrangements are authorized in

writing by the State in advance. Lessee shall indemnify the State for any costs, damages or expenses (including attorneys' fees and courts' costs) incurred as a result of such liens or in obtaining their discharge whether such costs, damages or expenses were incurred prior or subsequent to termination or cancellation of this Agreement.

SECTION 7 LESSEES INDEMNITY; INSURANCE REQUIREMENTS

7.01 Indemnity. Lessee releases and shall indemnify and defend (with counsel acceptable to State) State, its employees, officers, and agents from and against any and all claims arising out of the use, occupation or control of the Premises by Lessee, its agents, and employees. A "claim" as used in this subsection means any claim of any nature whatsoever for penalties, financial loss, damages (including but not limited to bodily injury, sickness, disease or death, or injury to or destruction of property, land and other natural resources including the loss of use thereof), costs or expenses (including but not limited to attorney's fees), whether or not resulting in a suit or action or reduced to judgment. This release and the obligation to indemnify shall not be eliminated or reduced by the concurrent negligence of the State, its officials, employees, or agents, except as provided in this subsection. To the extent that RCW 4.24.115 applies, Lessee shall not be required to indemnify State from State's sole or concurrent negligence. Lessee waives its immunity under Title 51 to the extent it is required to indemnify the State herein.

7.02 Insurance Requirements. Lessee shall, at all times during the term of this contract at its cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of the contract at State's option.

All insurance and surety bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by the department's risk manager before the contract is accepted. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

State shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications:

1. Insurers subject to Chapter 48.18 RCW (admitted and regulated by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.
2. Insurers subject to Chapter 48.15 RCW (surplus lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

Before starting work, Lessee shall furnish with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements

specified in the contract and, if requested, copies of 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.

Special Use Lease

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Lease No. 60-B68979

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.

Special Use Lease

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Lease No. 60-B68979

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

Special Use Lease

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Lease No. 60-B68979

**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 _____

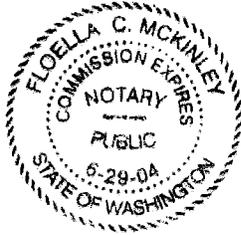


EXHIBIT 10A
Authorized Improvements

- (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 1A

Agreement No. 60-B68979

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.

State Property to be conveyed to Kitsap County
STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

EXHIBIT B

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 4-6-09

FILENAME:L2269 S25 T25 R1W

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Final Newberry Hill Exchange Agreement

Tuesday, May 05, 2009

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Final Newberry Hill Exchange Agreement

Thursday, May 07, 2009

EXHIBIT B-1
(State's Mineral Reservation)

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 (excluding surface minerals such as rock, sand and gravel) 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 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).

EXHIBIT B-2
(Description of Areas Subject to State's Mineral Reservation)

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
Land Survey Unit
Engineering Division
PO Box 47060
Olympia, WA 98504-7060

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

**EXHIBIT B-3
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:

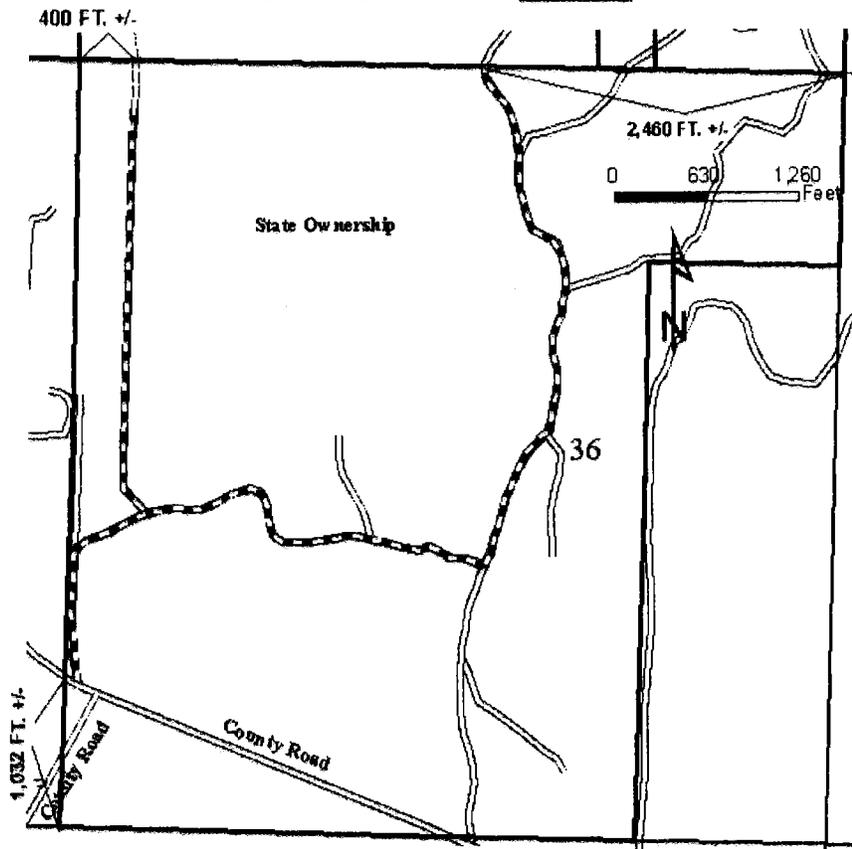
- a. Commercial General Liability (CGL) insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the general aggregate limit shall be at least twice the "each occurrence" limit, and the products-completed operations aggregate limit shall 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.<insert easement acknowledgement signature blocks for state and kitsap county>

**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. 50-_____**



- 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: _____ DATE: _____
BRAD FRUITT

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

**EXHIBIT B-4
Quitclaim Deed**

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

**QUITCLAIM DEED
Kitsap County**

Grantor: State of Washington, acting by and through the Department of Natural Resources.

Grantee: Kitsap County Parks and Recreation

Abbreviated
Legal Desc: (abbreviated legal description)

Tax Parcel #: (#)

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. (#) adopted by the Board of Natural Resources, State of Washington, on (date 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), together with all after-acquired title of GRANTOR'S therein.

Grantor hereby reserves for itself, its successors and assigns, all rights and interests in minerals, excluding surface minerals such as rock, sand, and gravel, in perpetuity, as set forth in and

according to the terms and conditions of the Mineral Reservation attached hereto as Exhibit C, over and across those portions of said real property described on the attached Exhibit A.

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 _____ day of _____, 20____.

GOVERNOR

ATTEST: _____
SECRETARY OF STATE

Approved as to form this _____ day of _____, 20____.

Assistant Attorney General

State Deed No. (#)
State Record of Deeds, Volume (#), Page (#).
Transaction File No. 86-(#)

Exhibits

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

**EXHIBIT B-5
Tenant Estoppel Statements**

DATE

Kitsap Rifle and Revolver Club
Attn: Brad Smith, President
4900 Seabeck Hwy NW
Bremerton, WA 98312

Re: Consent to Lease Assignment & Lease Estoppel, DNR Lease No. 60-B068979

Dear Mr. Smith:

You were originally informed of the possibility of a land exchange between the State of Washington Department of Natural Resources (State) and the Kitsap County Parks and Recreation Department in February of 2009 that might involve the property that you currently lease from the State.

While an exchange agreement has not been finalized between the State and Kitsap County Parks and Recreation Department, at this time the State anticipates exchanging the property that you lease that is located in Section 36, Township 25 North, Range 01 West, W.M. in Kitsap County, Washington. This exchange is being referred to as the Newberry Hill Land Exchange 86-081861.

If this exchange should be finalized, the Kitsap County Parks and Recreation Department, would replace the State of Washington, Department of Natural Resources, as the Lessor for the above-mentioned land that you currently lease from the State. The State anticipates presenting the Newberry Hill Land Exchange proposal to the Board of Natural Resources for their consideration and approval at their June 2, 2008 meeting in Olympia, Washington.

Please sign and return this Letter of Consent to Lease Assignment together with the Lease Estoppel in the enclosed self-addressed stamped envelope, no later than April 30, 2009, if you consent to this assignment. A second copy has been enclosed solely for your records.

If you consent to this lease assignment, Kitsap County Parks and Recreation Department requires that you forward a current copy of your insurance certificate showing adequate insurance amounts as required under the terms and conditions of this lease prior to April 30, 2009. Your

insurance agent should be able to assist you with this by providing you with a copy of your insurance certificate. You should forward this insurance certificate to:

Kitsap County Parks and Recreation Department, c/o Matthew Keough, 614 Division Street, MS-1, Port Orchard, WA 98366

In the event you choose not to sign and return this Letter to Consent to Lease Assignment and Lease Estoppel, then this letter shall serve as notice that the State is proceeding under Lease Clause 4.03 providing you with sixty (60) days' written notice for formal lease cancellation.

It reads as follows:

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.

If you choose to not consent to the assignment and the State successfully negotiates the exchange of the property, the lease will be cancelled effective. ALLOW 60 DAYS PLUS ALLOWANCE FOR MAILING

If you have any questions about the lease or this exchange, please contact Pat Hennessy at (360) 596-5149 or Brad Pruitt at (360) 584-5037.

Sincerely,

Randy Acker
South Puget Sound Region Manager

Encl: Self-Addressed Stamped Envelope

c: Dave Dennis, Forest Manager
File 60-B068979
Bob Winslow

Lease Assignment

I consent to the above referenced transfer and assignment of the lease to the Kitsap County Parks and Recreation Department.

KITSAP RIFLE AND REVOLVER CLUB

Consent to Lease Assignment & Lease Estoppel
Lease No. 60-B068979
Page 3

Lease Estoppel

60-B068979

The undersigned ("Tenant") is the tenant under that certain lease dated as of November 17, 2003, by and between Tenant and State of Washington, Department of Natural Resources, ("Landlord") (as amended and supplemented by the instruments attached below, the "Lease") pursuant to which Tenant has leased certain property located in Kitsap County, Washington as more particularly described therein (the "Property").

The undersigned understands that the Kitsap County Parks and Recreation Department, ("Exchanger") is acquiring the Landlord's interest in the Property and the Lease. Tenant further understands that Exchanger will be relying on the truth and accuracy of the matters described in this certificate in proceedings to complete the exchange. Based on such understandings, Tenant certifies to Exchanger.

A full and complete description of the Lease, including any and all amendments and modifications thereto is attached as Exhibit A and incorporated herein by this reference (the "Lease"). Said documents and instruments constitute the entire agreement between Landlord and Tenant with respect to the Property.

1. The Lease has not been amended, altered, modified or supplemented in any way.
2. The Lease has not been assigned, mortgaged, pledged or otherwise encumbered by Tenant, nor has all or any portion of the Property been sublet. Tenant has no notice of any prior assignment of the Lease or pledge of the Lease or rents as security by Landlord.
3. The Tenant has no option to renew the Lease or otherwise extend the term of the Lease. Tenant has no option or right of first refusal to purchase the Property.
4. The annual rent payable under the terms of the Lease is the same as shown in the Lease, or most recent rent adjustment letter.
5. Tenant has made no security or other deposits or prepaid rent under the Lease, except as follows:

Rent is paid annually and has been paid through February 27, 2010.

Tenant has no claim of offset or defense against either the rent or the Landlord, nor any other claim or counterclaim, including, without limitation, claims to concessions, "free" rent, rebates or abatements in rent, against Landlord except as set forth under the Lease.

6. There exists no improvements or personal property of the tenant on the property other than those listed on Exhibit 10-A to the Lease. Upon termination of the Lease for any reason, including expiration of its term, ownership and disposition of all such improvements or personal property shall be pursuant to the Lease.

7. There exists no defaults on the part of the Landlord under the Lease.

8. There has not been filed by or against Tenant a petition in bankruptcy, voluntary or otherwise, any assignment for the benefit of creditors, any petition seeking reorganization or arrangements under the bankruptcy laws of the United States or any state thereof, or any other action brought under said bankruptcy laws with respect to Tenant.

This certificate may be relied upon by Exchanger and, if the above-referenced acquisition closes, shall be binding upon the undersigned.

KITSAP RIFLE AND REVOLVER CLUB

BRAD SMITH, PRESIDENT

Date Signed

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

EXHIBIT C
Continuing Forest Obligation

When Recorded Return to:

DNR – South Puget Region
950 Farman Avenue N
Enumclaw, WA 98022
Ph (360) 825-1631
Fx (360) 825-1672

Washington State Department of Natural Resources
Notice of Continuing Forest Land Obligation

Sellers and Buyers of land and perpetual timber rights have certain rights and responsibilities when the land or perpetual timber rights are sold or transferred. Where the land is subject to certain continuing forestland obligations including without limitation reforestation, Road Maintenance and Abandonment Plans and Harvest Strategies along Type 4 Waters in Eastern Washington, **prior to the sale or transfer of the land or perpetual timber rights the law requires that the following occur:** 1) the seller shall notify the buyer of the existence and nature of the obligations and 2) the buyer shall sign a Notice of Continuing Forestland Obligation Form indicating the buyer's knowledge of such obligation. At the time of sale or transfer of the land or perpetual timber rights the seller shall send the signed Form to the Department of Natural Resources (DNR). The Form may be obtained from your DNR region office.

If the seller fails to notify the buyer about the continuing forest land obligation referenced above, the seller shall pay the buyer's costs related to such continuing forest land obligation, (including all legal costs) incurred by the buyer in enforcing the continuing forestland obligation against the seller. Failure by the seller to send the required notice to the DNR at the time of sale shall be prima facie evidence, in an action by the buyer against the seller for costs related to continuing forest land obligation, that the seller did not notify the buyer of the continuing forest land obligation prior to sale. See RCW 76.09.070, RCW 76.09.390 and WAC 222-20-055.

There are also other types of continuing forestland obligations subject to certain requirements, including without limitation Small Forest Landowner Forest Riparian Easements and Landowner Landscape Plans. For more information contact the DNR Region Office.

CONTINUING OBLIGATION/S

Reforestation (RCW 76.09.070)

_____ Obligation exists on the property identified below and relates to the following Forest Practice Application/Notification (FPA/N) Numbers (list all that apply, add attachment if necessary).
_____ No Reforestation obligation exists on the property.

Road Maintenance and Abandonment Plan (WAC 222-24-051)

_____ Obligation exists on property identified below and relates to the following FPA/N numbers and/or Road Maintenance and Abandonment Plan Numbers (list all that apply, add attachment if necessary).

_____ Road Maintenance and Abandonment Plan is required, but not yet filed.

_____ No Road Maintenance and Abandonment Plan obligation exists on the property.

Harvest Strategy along Type 4 Waters in Eastern Washington (WAC 222-30-022 (2)(b))

_____ Obligation exists on the property identified below and relates to the following FPA/N Numbers (list all that apply, add attachment if necessary).

_____ No Harvest Strategy obligation exists on the property.

PROPERTY IDENTIFICATION

Land/Rights Sold/Transferred (circle one): *Land and Timber* *Land* *Perpetual Timber Rights*

Date that the Land/Rights was/were Sold/Transferred (month/day/year): _____

County/ies: _____

DNR Region/s: _____

Legal Description of the Lands/Rights being Sold/Transferred (include county parcel number/s, add attachment if necessary): _____

SELLER:
Signature: _____

Date: _____

Print name: _____

Title: _____

Address: _____

Phone: _____

BUYER:
Signature: _____

Date: _____

Print name: _____

Title: _____

Address: _____

Phone: _____

NOTE TO SELLER:

*At the time of sale or transfer of the property or the perpetual timber rights:
The seller is responsible for delivering (by certified mail or in person) the SIGNED ORIGINAL to the DNR Region Office in which the property is located. However, if you choose to also have this form recorded by the county, the original is delivered to the county and a copy delivered (by certified mail or in person) to the DNR Region Office.*

FOR DEPARTMENTAL USE ONLY

Notice of Continuing Forestland Obligation #: _____ Date Received: _____
Region: _____ Received by: _____

FORM DNR QQ-42 (July 18, 2002)

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
EXHIBIT D
DEED OF RIGHT TO USE LAND FOR CONSERVATION PURPOSES

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

PARKS & RECREATION 200703300433
Deed Reg Fee: \$ 98.00 Page: 1 of 4
03/30/2007 04:19 PM
Karl E. Liver, Kitsap Co Auditor

EXCISE TAX EXEMPT MAR 30 2007

DEED OF RIGHT TO USE LAND FOR
CONSERVATION PURPOSES

*Section 1 TS 24N Range 1W
Gov 8 see additional page
Assessors property yet 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 43.09.080 (recodified as RCW 79A.25.080) shall not, without the approval of the committee, be converted to uses other than those for which such expenditure was originally approved. The committee shall only approve any such conversion upon conditions which will assure the substitution of other marine recreation land of at least equal fair market value at the time of conversion and of as nearly as feasible equivalent usefulness and location."

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

CENTRAL KITSAP GREENWAY (PORT BLAKELY TREE FARM):

PARCEL A: The West Half of the Northwest Quarter; the Southwest Quarter; all in Section 1, Township 24 North, Range 1 West, W.M., in Kitsap County, Washington;

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

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

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

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

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

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

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

Dated this 26th day of March, 2007

By: 

Title: Chair of Board of Commissioners

PARKS & RECREATION
Deed Reg Fee: \$ 25.00
03/30/2007 04:18 PM
Karen Flynn, Kitsap Co Auditor

200703300433

Page: 2 of 4



PARKS & RECREATION 200703300433
Deed Rec Fee: \$ 35.00
03/30/2007 04:10 PM
Kings River Killam 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 Commissioners of the Board of County Commissioners that executed the foregoing deed and acknowledged to me that they signed and sealed the same as the free and voluntary act and deed of said _____ and on oath stated that they were authorized to execute said instrument and that the seal affixed is the seal of said _____ WITNESS my hand and official seal the day and year in this certificate first above written.

Becky A. Froelich Becky A. Froelich
Notary Public in and for the State of Washington, residing in
King County. My commission expires
10/17/2010



KITSAP TRACT #1:

LPC 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	122401-4-002-1007


 200404190409
 Page: 2 of 8
 04/19/2004 04:07P
 FIRST AMERICAN TITLE INS DEED \$28.00 Kitsap Co, WA

PARKS & RECREATION 200703300433
 Open Reg Fee: \$ 35.00
 05/07/2007 04:10 AM Page: 4 of 4
 Karen Lynn Kitsap Co Auditor


LAND TITLE COMPANY

LEADERSHIP • TRUST • COMMITMENT

Agent for Chicago Title Insurance Company

Title / Recording Dept.

Call/email your questions or concerns to:

9657 Levin Road NW · Silverdale, Wa 98383

(360)692-2233 or 800-950-4321 Fax: (360)692-2244 email: titlesilv@landtitleco.net

Our File No.: E-229091

Seller Name: Kitsap County

Buyer Name: State of Washington - DNR

Contacts:

Kitsap County Parks and Recreation

Attn: Terri Lyman

Phone Number: (360)337-5358

614 Division, MS-1

Port Orchard, WA 98366

COMMITMENT FOR TITLE INSURANCE

BY

Chicago Title Insurance Company

Chicago Title Insurance Company, a Missouri Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedule A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligations under the Commitment shall cease and terminate 90 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

WA 2006

Land Title Company of Kitsap County, Inc.
9657 Levin Road NW, Suite #100
Silverdale, WA 98383

Tel: (360) 692-2233
Fax: (360) 692-2244

CHICAGO TITLE INSURANCE COMPANY

Agnes M. Quinn
ATTEST
John C. Quinn

Countersigned:

[Signature]
Authorized Signature



CONDITIONS

The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.

If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.

Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Exclusions form Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

The policy to be issued contains an arbitration clause. All arbitrable matters when the Amounts of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org>>.

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

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE A
THIRD COMMITMENT**

1. Effective Date: March 24, 2009 at 08:00 AM

File No.: E-229091

2. Policy or Policies to be issued:

ALTA Owner's Policy (6/17/2006) Standard

Rate:

Amount:
Premium:
Tax:

Proposed Insured:
STATE OF WASHINGTON - DNR

Rate:

Amount:
Premium:
Tax:

Proposed Insured:

Additional Fee:

Fee including tax:

3. The estate or interest in the land described in the Commitment and covered herein is:

A Fee

4. Title to the estate or interest in the land is vested in:

KITSAP COUNTY, a Municipal Corporation

5. The land referred to in this Commitment is described as follows:

SEE LEGAL DESCRIPTION ATTACHED ON EXHIBIT "A" AND BY REFERENCE MADE A PART HEREOF

COMMITMENT FOR TITLE INSURANCE

Office File No.: E-229091

EXHIBIT "A"

DESCRIPTION:

PARCEL I:

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

PARCEL II:

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

PARCEL III:

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

PARCEL IV:

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

PARCEL V:

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

PARCEL VI:

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

PARCEL VII:

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

PARCEL VIII:

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

PARCEL IX:

THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, SECTION 11,

EXHIBIT "A"
(Continued)

TOWNSHIP 24 NORTH, RANGE 1 WEST, W.M., IN KITSAP COUNTY, WASHINGTON.

PARCEL X:

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

PARCEL XI:

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

PARCEL XII:

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

PARCEL XIII:

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

PARCEL XIV:

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

PARCEL XV:

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

PARCEL XVI:

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

PARCEL XVII:

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

PARCEL XVIII:

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

EXHIBIT "A"
(Continued)

PARCEL XIX:

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

PARCEL XX:

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

PARCEL XXI:

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

PARCEL XXII:

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

PARCEL XXIII:

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

PARCEL XXIV:

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

PARCEL XXV:

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

PARCEL XXVI:

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

PARCEL XXVII:

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

PARCEL XXVIII:

EXHIBIT "A"
(Continued)

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

COMMITMENT FOR TITLE INSURANCE

Office File No.: E-229091

SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

GENERAL EXCEPTIONS:

- A. Rights or claims of parties in possession, or claiming possession, not shown by the Public Records.
- B. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
- C. Easements, prescriptive rights, rights-of-ways, streets, roads, alleys or highways not disclosed by the Public Records.
- D. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the Public Records.
- E. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the Public Records.
- F. Any lien for service, installation, connection, maintenance, tap, capacity or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Record.
- G. Unpatented mining claims, and all rights relating thereto.
- H. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.
- I. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- J. Water rights, claims, or title to water.
- K. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for value the estate of interest or mortgage thereon covered by this Commitment.

FOR SPECIAL EXCEPTIONS, SEE ATTACHED

COMMITMENT FOR TITLE INSURANCE

Office File No.: E-229091

SCHEDULE B-I

SPECIAL EXCEPTIONS:

1. Covenants, conditions and restrictions contained in the following instrument, but omitting covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law;
Recorded: May 24, 1996
Recording No.: 9605240200
2. Terms and conditions as fully set forth in Statutory Warranty Deed recorded May 17, 1977 under Auditor's File No. 1169752.

(Affects Parcels II, IV and VI)
3. Easement, including its terms, covenants and provisions as disclosed by instrument;
Recorded: November 19, 1941
Recording No.: 350174
For: open ditch
Affects: the legal description contained therein is insufficient to specifically locate said easement

(Affects Parcel II)
4. Easement, including its terms, covenants and provisions as disclosed by instrument;
Recorded: May 22, 1968
Recording No.: 930464
For: existing roadway
Affects: 20 foot wide portion of Parcels V, VII, XXVI and XVII
 - a. Said instrument has been amended or modified by the following instrument;
Recorded: December 20, 1985 and January 17, 1992
Recording No.: 8512200152 and 9201170230
5. Agreement, including its terms, covenants and provisions;
Recorded: May 22, 1968
Recording No.: 930464
For: Permanent Easement Exchange

(Affects Parcels V, VII, XXV and XXVI)
 - a. Said instrument has been amended or modified by the following instrument;
Recorded: December 20, 1985 and January 17, 1992
Recording No.: 8512200152 and 9201170230

SCHEDULE B-I
(Continued)

6. Liability for maintenance of roadway as disclosed by instrument recorded under Auditor's File No. 930464.

(Affects Parcels V, VII, XXV and XXVI)

- a. Said instrument has been amended or modified by the following instrument;
Recorded: December 20, 1985 and January 17, 1992
Recording No.: 8512200152 and 9201170230

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

(Affects portion of Parcels I, III, V, VII, IX, X, XIII, XIV, XV, XVI, XVII, XVIII, XIX and XX through XXVI, inclusive and XXVIII)

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

8. Terms and conditions as fully set forth in Easement recorded April 29, 1983 under Auditor's File No. 8304290110.
9. Liability for maintenance of roadway as disclosed by instrument recorded under Auditor's File No. 8304290110.
10. Covenants, conditions and restrictions contained in the following instrument, but omitting covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law;
Recorded: March 30, 2007
Recording No.: 200703300433
11. Easement, including its terms, covenants and provisions as disclosed by instrument;
Recorded: March 30, 2007
Recording No: 200703300433
For: conservation purposes
Affects: the legal description contained therein is insufficient to specifically locate said easement
12. Covenants, conditions and restrictions contained in the following instrument, but omitting covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law;
Recorded: April 19, 2004
Recording No.: 200404190410

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SCHEDULE B-I
(Continued)

13. Terms and conditions as fully set forth in Notice of Continuing Forest Land Obligations recorded April 19, 2004 under Auditor's File No. 200404190410.
14. Liability for maintenance of roadway as disclosed by instrument recorded under Auditor's File No. 200404190410.
15. Terms and conditions as fully set forth in Special Warranty Deed recorded April 19, 2004 under Auditor's File No. 200404190409.
16. The subject property is presently classed as exempt from standard taxation. It may be subject to the collection of back taxes for a three to ten year period, depending upon the actual use classification of the property after sale and during its exempt status.

(Affects Parcels I through VIII, inclusive, Parcels XXVII and XXVIII)

17. Existence of roadways, constructive notice which is contained in Special Warranty Deed recorded under Auditor's File No. 200404190409, by the recital:
"Except that portion thereof lying within the boundaries of any existing county road."
18. Terms, covenants and conditions contained in Application for Current Use Classification, entered into pursuant to RCW 84.33 (including potential liability for future applicable taxes, penalties and interest upon breach of, or withdrawal from, said classification); notice of approval being recorded under
Recording No.:1092409
Records of:KITSAP County, Washington
Classification:Designated Forest Land

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

(Affects Parcel XXVII)

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

SCHEDULE B-I
(Continued)

20. General taxes for 2009, payable after February 15, 2009, which become delinquent after April 30, 2009, if first half not paid;
Amount:\$18.14
Tax Account No.:112401-1-016-1006
Affects:Parcel X
Levy Code:6079
Land Value:\$245,700.00
Improvement Value:\$0.00
Total Assessed Value: \$245,700.00
21. General taxes for 2009, payable after February 15, 2009, which become delinquent after April 30, 2009, if first half not paid;
Amount:\$18.14
Tax Account No.:112401-1-018-1004
Affects:Parcel XI
Levy Code:6079
Land Value:\$245,700.00
Improvement Value:\$0.00
Total Assessed Value: \$245,700.00
22. General taxes for 2009, payable after February 15, 2009, which become delinquent after April 30, 2009, if first half not paid;
Amount:\$18.14
Tax Account No.:112401-1-019-1003
Affects:Parcel XII
Levy Code:6079
Land Value:\$245,700.00
Improvement Value:\$0.00
Total Assessed Value: \$245,700.00
23. General taxes for 2009, payable after February 15, 2009, which become delinquent after April 30, 2009, if first half not paid;
Amount:\$18.14
Tax Account No.:112401-3-027-1009
Affects:Parcel XIII
Levy Code:6079
Land Value:\$245,700.00
Improvement Value:\$0.00
Total Assessed Value: \$245,700.00
24. General taxes for 2009, payable after February 15, 2009, which become delinquent after April 30, 2009, if first half not paid;
Amount:\$18.14
Tax Account No.:112401-3-028-1008
Affects:Parcel XIV
Levy Code:6079
Land Value:\$245,700.00
Improvement Value:\$0.00
Total Assessed Value: \$245,700.00

SCHEDULE B-I
(Continued)

25. General taxes for 2009, payable after February 15, 2009, which become delinquent after April 30, 2009, if first half not paid;
Amount:\$18.14
Tax Account No.:112401-1-017-1005
Affects:Parcel XV
Levy Code:6079
Land Value:\$245,700.00
Improvement Value:\$0.00
Total Assessed Value: \$245,700.00
26. General taxes for 2009, payable after February 15, 2009, which become delinquent after April 30, 2009, if first half not paid;
Amount:\$18.14
Tax Account No.:112401-3-030-1004
Affects:Parcel XVI
Levy Code:6079
Land Value:\$245,700.00
Improvement Value:\$0.00
Total Assessed Value: \$245,700.00
27. General taxes for 2009, payable after February 15, 2009, which become delinquent after April 30, 2009, if first half not paid;
Amount:\$18.14
Tax Account No.:112401-4-001-1007
Affects:Parcel XVII
Levy Code:6079
Land Value:\$245,700.00
Improvement Value:\$0.00
Total Assessed Value: \$245,700.00
28. General taxes for 2009, payable after February 15, 2009, which become delinquent after April 30, 2009, if first half not paid;
Amount:\$18.14
Tax Account No.:112401-4-002-1006
Affects:Parcel XVIII
Levy Code:6079
Land Value:\$245,700.00
Improvement Value:\$0.00
Total Assessed Value: \$245,700.00
29. General taxes for 2009, payable after February 15, 2009, which become delinquent after April 30, 2009, if first half not paid;
Amount:\$18.14
Tax Account No.:112401-4-003-1005
Affects:Parcel XIX
Levy Code:6079
Land Value:\$245,700.00
Improvement Value:\$0.00
Total Assessed Value: \$245,700.00

SCHEDULE B-I
(Continued)

30. General taxes for 2009, payable after February 15, 2009, which become delinquent after April 30, 2009, if first half not paid;
Amount:\$18.14
Tax Account No.:112401-4-004-1004
Affects:Parcel XX
Levy Code:6079
Land Value:\$245,700.00
Improvement Value:\$0.00
Total Assessed Value: \$245,700.00

31. General taxes for 2009, payable after February 15, 2009, which become delinquent after April 30, 2009, if first half not paid;
Amount:\$18.14
Tax Account No.:112401-4-005-1003
Affects:Parcel XXI
Levy Code:6079
Land Value:\$245,700.00
Improvement Value:\$0.00
Total Assessed Value: \$245,700.00

32. General taxes for 2009, payable after February 15, 2009, which become delinquent after April 30, 2009, if first half not paid;
Amount:\$18.14
Tax Account No.:112401-4-006-1002
Affects:Parcel XXII
Levy Code:6079
Land Value:\$245,700.00
Improvement Value:\$0.00
Total Assessed Value: \$245,700.00

33. General taxes for 2009, payable after February 15, 2009, which become delinquent after April 30, 2009, if first half not paid;
Amount:\$18.14
Tax Account No.:112401-4-007-1001
Affects:Parcel XXIII
Levy Code:6079
Land Value:\$245,700.00
Improvement Value:\$0.00
Total Assessed Value: \$245,700.00

34. General taxes for 2009, payable after February 15, 2009, which become delinquent after April 30, 2009, if first half not paid;
Amount:\$18.14
Tax Account No.:112401-4-008-1000
Affects:Parcel XXIV
Levy Code:6079
Land Value:\$245,700.00
Improvement Value:\$0.00
Total Assessed Value: \$245,700.00

SCHEDULE B-I
(Continued)

35. General taxes for 2009, payable after February 15, 2009, which become delinquent after April 30, 2009, if first half not paid;
Amount:\$18.14
Tax Account No.:122401-2-007-1004
Affects:Parcel XXV
Levy Code:6029
Land Value:\$245,700.00
Improvement Value:\$0.00
Total Assessed Value: \$245,700.00
36. General taxes for 2009, payable after February 15, 2009, which become delinquent after April 30, 2009, if first half not paid;
Amount:\$18.14
Tax Account No.:122401-2-008-1003
Affects:Parcel XXVI
Levy Code:6029
Land Value:\$245,700.00
Improvement Value:\$0.00
Total Assessed Value: \$245,700.00
37. Liens of real estate excise sales tax upon any sale of said premises, if unpaid.

Excise tax rate for Kitsap County is 1.78% plus \$5.00.

END SPECIAL EXCEPTIONS

BW/jt

The following matters will not be listed as Special Exceptions in Schedule B of the forthcoming policy to issue, and there will be no coverage for loss by these matters because they are excluded from coverage by the terms of the policy.

NOTE: In the event there is no activity on this file within six (6) months from the effective date, the cancellation fee may be billed.

MINIMUM CANCELLATION FEE (INCLUDING TAX): \$54.30

NOTE: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06) or ALTA Loan Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

SCHEDULE B-I
(Continued)

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

Brief Legal: NW/SW, NE/SW, SW/SW, SE/SW 1-24N-1W; NE/NE, SE/NE, NE/SW, SE/SW, NW/SE, NE/SE SE/SE, SW/SE 11-24N-1W & NW/NW 12-24N-1W; SE/SE & GOV'T LT 8, 2-24-1W

Tax Account Nos.: 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, 112401-1-016-1006, 112401-1-017-1005, 112401-1-018-1004, 112401-1-019-1003, 122401-2-007-1004, 122401-2-008-1003, 112401-3-027-1009, 112401-3-028-1008, 112401-4-001-1007, 112401-4-002-1006, 112401-4-003-1005, 112401-4-004-1004, 112401-3-029-1007, 112401-3-030-1004, 112401-4-005-1003, 112401-4-006-1002, 112401-4-007-1001, 112401-4-008-1000, 022401-4-025-1000 & 022401-4-002-1007

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

COMMITMENT FOR TITLE INSURANCE

Office File No.: E-229091

SCHEDULE C

The following are the requirements to be complied with:

1. Instruments necessary to create the estate or interest or mortgage to be insured must be properly executed, delivered, and duly filed for record.

END SCHEDULE C REQUIREMENTS

INFORMATION

Kitsap County Auditor Recording Fees

Effective January 1, 2008

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

** Other charges may apply

Land Title Company & Kitsap County Courthouse 2009 Holiday Schedule

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

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

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

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

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

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

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

Our Policies and Practices Regarding the Sharing of Your Personal Information

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

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

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

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

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

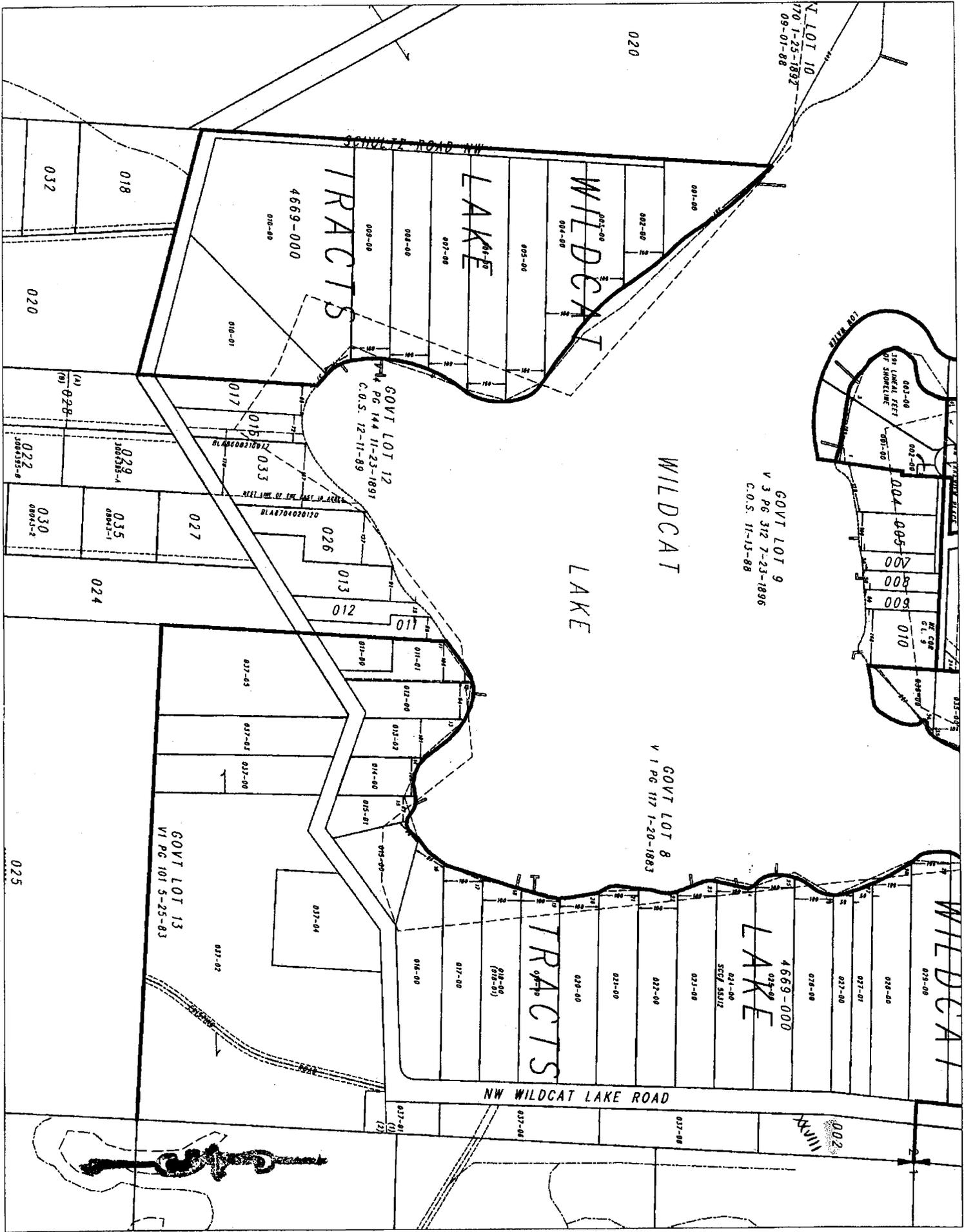
Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the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

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

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

Multiple Products or Services

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



LOT 10
170 1-25-1897
09-01-88

SCHULTZ ROAD NW

WILDCAT LAKE TRACTS

4669-000

WILDCAT LAKE

GOVT LOT 9
V 3 PG 312 7-23-1896
C.O.S. 11-13-88

GOVT LOT 12
V 4 PG 144 11-23-1897
C.O.S. 12-11-89

GOVT LOT 8
V 1 PG 117 1-20-1883

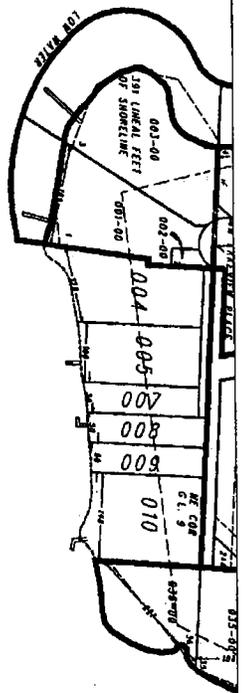
GOVT LOT 13
V 1 PG 101 3-25-83

NW WILDCAT LAKE ROAD

WILDCAT LAKE TRACTS

4669-000

WILDCAT LAKE TRACTS



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

[\[Click here to Pay by Credit Card\]](#)
[\[Click here to Pay by E-Check\]](#)



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

2009 WEB TAX STATEMENT

Printed:03/19/2009

KITSAP COUNTY

Account Number	** For Informational Purposes Only **
022401-4-002-1007	Process Number 1108430
Taxpayer Name: KITSAP COUNTY	

GENERAL TAX DISTRIBUTION			
2008		2009	
2008 Total:	\$0.00	2009 Total:	\$0.00

Tax Property Description

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

VALUE INFORMATION FOR TAX

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

Current Taxes		
ASSESSMENT	2008	2009
Asmt Total	\$0.00	\$0.00

Exemptions (if any):		
Total Qualifying Exemptions:	\$0	\$0

2009 General Property Tax + Assessments = \$0.00

TOTAL TAXABLE VALUE: (Land + Improvements minus Qualifying Exemptions)
 \$0 \$0

Delinquent Section		
Year	Taxes Int/Pen to 3/2009	Total
Total Delinquent Amt Due:		\$0.00
Total Collection Cost:		\$0.00

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

TOTAL AMOUNT DUE: **No Taxes Owing**

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

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WASHINGTON STATE DEPARTMENT OF
Natural Resources

EXCHANGE AGREEMENT

THIS AGREEMENT is made as of the ____ day of _____, 20__, by and between the STATE OF WASHINGTON, acting by and through the Department of Natural Resources (hereinafter referred to as "State") and Kitsap County Parks and Recreation (hereinafter referred to as "Exchanger").

WHEREAS, Exchanger is the owner of certain real property ("Exchange Property") located in Kitsap County, Washington; and

WHEREAS, State is the owner of certain real property ("State Property") located in Kitsap County, Washington; and

WHEREAS, Exchanger desires to acquire the State Property, and State desires to acquire the Exchange Property;

NOW, THEREFORE, in exchange for the mutual promises and covenants herein contained, and other good and valuable consideration, the mutual receipt and sufficiency of which is hereby acknowledged by Exchanger and State, it is agreed as follows:

SECTION 1 EXCHANGE PROPERTY

1.1 Conveyance. Exchanger shall convey and exchange to State, and State shall accept from Exchanger, all subject to the terms and conditions of this Agreement, that certain real property located in Kitsap County, Washington the legal description of which is set forth on Exhibit A attached hereto and incorporated by this reference herein, together with the following:

- (i) All rights, tenements, hereditaments, easements, associated tidelands, and appurtenances, including, but not limited to, any rights, title and interest of Exchanger in and to all trees, crops, oil, gas, sand, gravel, water rights, or mineral rights;
- (ii) All improvements, if any, and other items located upon or within said real;
- (iii) All easements, rights-of-way and other rights used in connection with said real property, including but not limited to maintenance easements, rights to adjacent streets, roads, alleys and rights-of-way;

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(iv) All permits, plans, licenses, surveys, consultant's reports (including appraisals) on all matters, including but not limited to soils, engineering, traffic, environmental matters, and wetlands made by, for or on behalf of Exchanger with respect to the property, and an assignment of all representations and warranties made therein to Exchanger.

SECTION 2 STATE PROPERTY

2.1 Conveyance. State shall convey and exchange to Exchanger, and Exchanger shall accept from State, all subject to the terms and conditions of this Agreement, that certain real property located in Kitsap County, Washington the legal description of which is set forth on Exhibit B attached hereto and incorporated by this reference herein together with the following:

(i) All rights, tenements, hereditaments, easements, and appurtenances, including, but not limited to, any rights, title and interest of State in and to all subject to the reservation set forth in 2.2;

(ii) All improvements, if any, and other items located upon or within said real property;

(iii) All easements, rights-of-way and other rights used in connection with said real property, including but not limited to maintenance easements, rights to adjacent streets, roads, alleys and rights-of-way;

(iv) All permits, plans, licenses, surveys, consultant's reports (including appraisals) on all matters, including but not limited to soils, engineering, traffic, environmental matters, and wetlands made by, for or on behalf of State with respect to the property, and an assignment of all representations and warranties made therein to State.

2.2 Reservation. State reserves minerals, excluding surface minerals such as rock, sand, and gravel, in perpetuity for the portions of the State Property legally described in Exhibit C.

SECTION 3 CLOSING

3.1 Closing Date. "Closing," "Closing Date" or "Date of Closing" as those terms are used herein, shall mean the date upon which all documents are recorded and monies paid to complete the exchange contemplated herein. The Date of Closing shall be as soon as practicable to facilitate an orderly closing but no later than June 30, 2009 unless otherwise agreed in writing by the parties.

3.2 Escrow. This transaction shall be closed in escrow at (name) (address), ("Escrow Company") which shall be arranged by State within ten (10) days of execution of this Agreement. The parties shall deposit the necessary documents and funds in escrow sufficiently in advance of the Closing Date to facilitate an orderly closing. State and Exchanger shall each pay one-half of the Escrow Company's fee.

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SECTION 4 CONVEYANCE, TITLE INSURANCE AND POSSESSION.

4.1 Possession. The parties shall be entitled to possession of the property on the Closing Date, and each party shall have a right of entry pursuant to Section 5 below.

4.2 Form of Deed. On the Closing Date, Exchanger shall convey title to the Exchange Property to State by Statutory Warranty Deed substantially in form as set forth in Exhibit __, and State shall convey the State Property to Exchanger by Quitclaim Deed substantially in form as set forth in Exhibit C.

4.3 Title Insurance. This Agreement is conditioned upon each party accepting title as set forth below.

(a) State has obtained a preliminary commitment for an ALTA Owner's Standard Coverage Policy of title insurance (hereafter "Preliminary Commitment"). Exchanger agrees to pay the cost of title insurance for the Exchange Property and warrants that Exchanger's Title to the Exchange Property to be good, marketable and insurable subject only to such exceptions set forth below or subsequently approved by State.

(b) State shall not furnish insurance insuring title to the State Property. Exchanger shall be responsible for procuring title insurance for the State Property at Exchanger's sole expense. Exchanger's sole remedy for title defects shall be termination of this Agreement as set forth below. To exercise the termination rights set forth in subsection (d) Exchanger must obtain a Preliminary Commitment of title insurance within fifteen (15) days after the date of this Agreement.

(c) Within seven (7) days of its receipt of the Preliminary Commitment, or the Date of this Agreement whichever is later, each party must notify the other in writing of any exceptions thereto which are wholly or conditionally acceptable (hereafter "Title Notice"). Following giving of Title Notice, if additional encumbrances affecting either property arise, the party acquiring the affected property shall have twenty (20) days from receipt thereof to review and approve these additional items. Failure to so approve in writing any exception to title shown in the Preliminary Commitment or arising thereafter shall be deemed to be a disapproval of such exception.

(d) State (without obligation) and Exchanger (by the exercise of its reasonable efforts and with due diligence) shall, prior to or at the Closing Date, at its sole cost and expense, undertake to remove, eliminate or modify any exceptions not acceptable to the other party; provided that in the event Exchanger or State is unable to cure such objections,

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Exchanger or State shall so advise the other party in writing within five (5) days following the expiration of the review period described in Section 4.3(c) above and thereafter the affected party shall have ten (10) days within which to make an election to accept such encumbrance or terminate and cancel this Agreement. This election shall be made in writing to the other party within said ten (10) day period. A failure to give such written election within said ten (10) day period shall be deemed an election by said party to reject the status of the title and to terminate this Agreement. Upon such termination, the rights and obligations of the parties shall terminate and any monies deposited by a party pursuant to this Agreement shall be returned to the party depositing the same.

(e) On the Closing Date, Exchanger shall cause the Title Company to insure title to the Exchange Property in the name of State in the amount of State's appraised value of Exchange Property, subject only to the exceptions contained in the ALTA Owner's Policy Form, and the exceptions set forth in the Preliminary Commitment which are accepted by State.

SECTION 5 RIGHTS AFTER ACCEPTANCE

5.1 Inspection. After the Date of this Agreement, each party shall permit the other and/or its designated agents to enter upon the property at all reasonable times for the purpose of conducting environmental assessments and investigating the property and the physical condition thereof, including, without limitation, soil, water, and air conditions, and the condition of improvements, if any, upon the property. Inspections by either party shall not be construed as estopping actions upon any warranty made herein.

5.2 Studies.

(a) New Studies. Each party shall have the right to prepare, or have prepared, appraisals, market and engineering studies, soils tests, feasibility studies, surveys, resurveys or survey updates, environmental investigations and such other tests, studies or investigations (all of which are collectively referred to as the "New Studies") with respect to the property to be received. Each party shall be solely responsible for costs of all the New Studies obtained by that party.

(b) Termination Rights. If a party determines, at its sole discretion, that the New Studies indicate the property to be received is not suitable for the intended use by that party or the property presents risk of liability unacceptable to that party, that party may terminate this Agreement without further obligation. Neither party makes any warranty as to the accuracy of the New Studies.

5.3 Subsequent Acts. Between the Date of this Agreement and the Closing Date, each party shall maintain their property and keep it in condition at least as good as on the Date of this Agreement. Neither party shall remove any timber, harvestable crop, improvements, minerals, sand, gravel, or other item from the their property after the Date of this Agreement without prior, written approval by the other.

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SECTION 6 CONTINGENCIES

6.1 State Approval. This Agreement is contingent on approval by the Board of Natural Resources acting in the best interests of the trusts. If, on or before the ninetieth (90th) day after the Date of this Agreement, State has not delivered to Exchanger a written notice of the Board of Natural Resources' approval (Approval Notice) to consummate the acquisition of the Exchange Property, then State or Exchanger may terminate this Agreement by giving written notice of termination (Termination Notice) to the other party. The right of termination shall not be effective if Exchanger receives the Approval Notice prior to Exchanger sending the Termination Notice.

6.2 Mutual Conditions. The obligations of both Exchanger and State under this Agreement are further subject to and contingent upon the following:

- (a) The truth and accuracy as of the Closing Date of all representations and warranties set forth in this Agreement or in any instrument or document delivered hereunder.
- (b) The delivery on or prior to the Closing Date of all documents and instruments required by the terms of this Agreement.
- (c) The performance on or prior to Closing of all acts required under this Agreement.
- (d) The absence at Closing of any violation of any federal, state or local law, rule, regulation or ordinance affecting the use, occupancy or condition of the Exchange or State Property.
- (e) The absence at Closing of any failure to comply with the order of any court, government authority or agency pertaining to the Exchange or State Property or the use, occupancy or condition thereof.
- (f) The absence at Closing of any proceeding or threat of any proceeding to condemn all or any part of the Exchange or State Property by a proceeding in eminent domain.
- (g) Conveyance of acceptable title as provided in Section 4.
- (h) Approval of the Existing and/or New Studies pursuant to subsection 5.2.

6.3 Waiver. If any condition specified in Section 6.2 is not met at Closing, a party may waive such condition in writing or it may terminate this Agreement without any further liability.

6.4 Refund. Upon termination under subsection 6.1 or 6.2, any monies deposited pursuant to this Agreement shall be promptly returned.

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SECTION 7 REPRESENTATIONS AND WARRANTIES

Exchanger makes the following representations and warranties to State. Each of these representations and warranties is material and is relied upon by State. Each of the representations and warranties shall be deemed accurate through Closing and shall survive Closing.

7.1 Title. Title to the Exchange Property is vested in Exchanger.

7.2 No Liabilities. There exists upon the Exchange Property no condition which is in violation of any statute, ordinance, regulation or administrative or judicial order or holding, whether or not appearing in the public records which affects the Exchange Property.

7.3 Correctness. The accuracy and truthfulness of all information furnished by Exchanger to State with respect to the Exchange Property excluding Existing Studies.

7.4 Litigation. There is no pending or threatened litigation affecting the Exchange Property or any portion thereof, including but not limited to alleged violation of federal, state or local environmental laws. Neither Exchanger nor its predecessors have received any notice relating to a breach or suspected breach of any environmental laws.

7.5 Condition of Exchange Property. To the best of Exchanger's knowledge, Exchanger represents and warrants the following: there are no apparent or latent defects in the Exchange Property; the Exchange Property does not contain any underground storage tanks, surface impoundments, asbestos or asbestos-containing material, or polychlorinated biphenyls (PCBs) or PCB-containing materials, past or present refuse dump sites, chemical storage sites, areas of heavily stained soil or sites known hazardous materials releases other than those indicated and described by exhibit attached hereto, which is a full representation of such conditions; and the Exchange Property is free from the presence of hazardous waste or materials and no hazardous waste or materials have been generated, stored, released, disposed of, or transported over, on or within the Exchange Property. The term "hazardous waste or materials" includes any substance, waste or material defined or designated as hazardous, toxic or dangerous (or any similar term) by any federal, state or local statute, regulation, rule or ordinance now in effect, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq., and the Model Toxics Control Act, RCW 70.105D. Exchanger has no undisclosed knowledge of any fact or condition that would materially impair the market value of the Exchange Property, would materially increase the cost of operating the Exchange Property or would be inconsistent with the terms of this Agreement.

7.6 Authorization. Exchanger has the right and authority to enter into this Agreement and all documents contemplated by this Agreement, to make the representations and warranties set forth herein and to perform this Agreement in accordance with its terms. Neither the execution of this Agreement nor its performance by Exchanger will conflict with or result in the breach of any mortgage, deed of trust, encumbrance, restriction, covenant, agreement or other undertaking whatever.

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SECTION 8 INDEMNITY AND HOLD HARMLESS

Exchanger agrees to indemnify, defend with counsel acceptable to State, and hold harmless the State, its agencies, employees, officers and agents from (a) all liabilities, losses, claims, demands, damages, assessments, costs and expenses (including reasonable attorneys' and consultants' fees) of every kind (hereafter "Liabilities") resulting from, arising out of or relating to the breach by Exchanger of any of its representations, warranties, or covenants contained in this Agreement and (b) all Liabilities arising under, resulting from or arising out of any activities of Exchanger, its agents, employees, contractors, subcontractors, permittees, or licensees at the Exchange Property prior to or at Closing.

SECTION 9 DESTRUCTION OR CONDEMNATION

Each party shall bear the risk of loss associated with its property prior to Closing. If, on or before the Closing Date, either property is materially damaged, or condemnation proceedings are commenced with respect to a property, the party receiving that property shall have the right, at its sole election, by giving notice to the other, either to terminate this Agreement or to exchange the property in accordance with this Agreement. If a party elects to terminate this Agreement, all rights and obligations of the parties shall terminate. If a party elects to exchange the property in accordance with this Agreement, the party receiving the damaged or condemned property shall be entitled to all insurance proceeds or condemnation awards payable by reason of such damage or condemnation. Each party shall immediately give notice to the other upon the occurrence of any damage to their property or the initiation of any condemnation proceedings affecting their property. The term "material damage" as used in this section shall mean any damage or destruction which exceeds 5 % of the value of the Property.

SECTION 10 CLOSING AND CLOSING COSTS

Prior to or on the Closing Date, Exchanger and State shall deposit the following documents and funds in escrow, to be closed in accordance with the instructions of State and Exchanger consistent with this Agreement:

10.1 Exchanger Obligations. Exchanger shall deposit the following:

- (a) Duly executed and acknowledged Statutory Warranty Deed conveying the Exchange Property to State and a Real Estate Excise Tax Affidavit;
- (b) Funds necessary to pay Exchanger's costs as specified herein;
- (c) If Exchanger is a corporation or partnership, a certified resolution authorizing the execution of all documents delivered at the Closing; and
- (d) Such other funds or documents, including without limitation, closing instructions as required of Exchanger to close the exchange in accordance with this Agreement.

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10.2 State Obligations. State shall deposit the following:

- (a) Duly executed and acknowledged Quit Claim Deed conveying the State Property to Exchanger and a Real Estate Excise Tax Affidavit;
- (b) Funds necessary to pay State's cost as specified herein; and
- (c) Such other funds and documents, including without limitation, closing instructions as are required of State to close the exchange in accordance with this Agreement.

10.3 Prorations. All rents and other income, if any, and water, sewer, utility and maintenance charges, and any other expenses with respect to the operation of the properties shall be prorated between Exchanger and State as of the Closing Date, and to the extent information then available, such proration shall be made as of the Date of Closing. Such proration shall be adjusted and completed after the Closing Date as and when complete information becomes available, and State and Exchanger agree to cooperate and use their best efforts to complete such prorations not later than sixty (60) days after the Closing Date. No insurance prorations shall be made. Each party shall pay any assessments charged against their property in full prior to or at Closing unless otherwise agreed in writing. Exchanger shall pay all real estate taxes and personal property taxes related to the Exchange Property, if any, through the Date of Closing. In the event Exchanger has prepaid any real estate taxes, Exchanger may seek a refund from the appropriate county official; State shall have no obligation to refund or pay any such amount to the Exchanger. Exchanger shall pay any real property excise tax due, and the cost of any revenue stamps, if applicable, required to complete this transaction. Each party will pay their own recording fees.

10.4 Compensating Tax. Exchanger shall pay any and all compensating tax, as defined under chapters 84.33 RCW or 84.34 RCW, that may come due as a result of this transaction.

SECTION 11 CONTINUING FORESTLAND OBLIGATIONS

Exchanger and State acknowledge that the State Property and the Exchange Property are subject to certain continuing forestland obligations applicable to the properties under the forest practices rules adopted pursuant to RCW 76.09.070, including but not limited to the continuing obligations, if any, listed on the notice which is attached hereto as Exhibit H (the "Continuing Obligations"). At or before Closing, Exchanger and State each agree to sign and deliver to the other originals of the notice attached hereto as Exhibit H or such other notice that indicates the Exchanger's and State's knowledge of the Continuing Obligations as may be required by the Washington Department of Natural Resources ("DNR") at the time of Closing. At Closing, Exchanger and State shall each send the executed notice(s) to the appropriate DNR region office of jurisdiction, in accordance with the requirements of RCW 76.09.390. As of Closing, Exchanger and State each assume and agree to perform the Continuing Obligations at their sole cost and expense in a timely fashion.

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SECTION 12 SURVIVAL

The representations, warranties, indemnification and obligations (to the extent such obligations are not fully performed at closing) contained herein are intended to survive closing and shall be deemed not to have merged into the deeds.

SECTION 13 REAL ESTATE COMMISSION

Exchanger shall pay any real estate commission payable in connection with this transaction. Any real estate agent or broker acting in this transaction shall be deemed to be the sole agent of Exchanger.

SECTION 14 NOTICES

All notices required or permitted to be given hereunder shall be in writing and shall be deemed given upon personal service or receipt after deposit in the United States first class mail addressed as follows:

To Exchanger:

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

To State:

Brad Pruitt
Transactions Manager
South Puget Sound Region
Department of Natural Resources
1111 Washington St SE
PO Box 47003
Olympia, WA 98504-7003

With Copy to:

Cindy Neff
Property and Acquisition Specialist
Asset Management and Recreation Division
Department of Natural Resources
1111 Washington St SE
PO Box 47003
Olympia, WA 98504-7003

The foregoing addresses may be changed by written notice.

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SECTION 15 MISCELLANEOUS

15.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties. No other prior and contemporaneous negotiations, understandings and agreements, whether oral or written shall be deemed to exist or bind any of the parties hereto.

15.2 Binding Nature. All rights and obligations arising out of this Agreement shall inure to the benefit of and be binding upon the respective successors, heirs, assigns, administrators, executors and marital communities, if any, of the parties hereto.

15.3 Washington 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.

15.4 Time of the Essence. Time is of the essence of this Agreement. No waiver or consent to any breach or other default in the performance of any of the terms of this Agreement shall be deemed to constitute a waiver of any subsequent breach of the same or any other term or condition hereof. In the event time for performance falls on a weekend or legal holiday designated by the United States or Washington State, performance shall be deemed to be timely rendered if so rendered on the next business day.

15.5 Captions. The captions and section headings hereof are inserted for convenience purposes only and shall not be deemed to limit or expand the meaning of any section.

15.6 Invalidity. If any provisions of this Agreement shall be invalid, void or illegal, it shall in no way affect, impair or invalidate any of the other provisions hereof.

15.7 Counterparts. This Agreement may be signed in counterparts, any one of which shall be deemed an original.

15.8 Date of Agreement. The Date of this Agreement shall be the date on which the last party executes this Agreement. Said date shall be inserted on the first page hereof when such date is determined.

15.9 Good Faith. Both parties shall act reasonably and in good faith in order to consummate this transaction, and neither party shall sell nor dispose of any of the property nor cause or suffer the creation of any matter of record, or defect in the title to the property for the purpose of avoiding its obligation to close.

15.10 Default. In the event that either party defaults in the performance of any of that party's obligations under this Agreement, the non-defaulting party shall have all remedies available in law or equity, but neither party shall be liable for consequential damages.

15.11 Assignability. This Agreement shall not be assigned without the prior written consent of the other party.

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15.12 Advice of Counsel. Exchanger acknowledges that it has had an opportunity to seek independent legal advice regarding the transaction.

15.13 Recording. Either party may file a memorandum of the Agreement with the county auditor.

15.14 Exhibits. The following exhibits are attached and shall be incorporated into this Agreement by reference.

Exhibit A	Legal Description for Exchange Property
Exhibit B	Legal Description for State Property
Exhibit C	Statutory Warranty Deed
Exhibit D	Quit Claim Deed
Exhibit E	Continuing Forest Obligation

15.15 Access.

(a) Easements. At Closing, State and Exchanger shall each convey easements, on terms substantially in form as set forth in Exhibit __, across the State Property and Exchange Property respectively as needed to provide access to lands or interest therein reserved or received by State and Exchanger respectively. Such easement(s) shall be added to the list of acceptable title exceptions at Closing. The legal description(s) [are set forth in Exhibit __-1 and __-3.; will be provided prior to or at Closing.]

(b) Assigned Easements. At Closing, State and Exchanger shall each assign to the other or grant non-exclusive rights in easements from third parties which may be assigned or transferred without violating the easement to provide access to the property transferred. All easements or rights to be assigned or transferred [are identified in Exhibit __; will be identified at Closing.

(c) Future Access. After Closing, if other rights are needed to provide access to the lands exchanged hereunder, State and Exchanger will cooperate by granting such easements, temporary permits, or licenses as needed with reasonable compensation to be agreed upon by the parties. This subsection 14.15 (c) is intended as a memorandum of understanding only and is not intended as a term of this Agreement. Failure of either party to honor this understanding will not be considered a breach of this Agreement nor grounds to invalidate this Agreement.

15.16 Submission. This Agreement must be executed by Exchanger, and an original delivered to State, at the address set forth in this Agreement, on or before 4:00 p.m. on _____, 20__, to be considered by State. This Agreement shall not be binding upon State until signed by an authorized representative of State.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year set forth opposite their respective names.

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EXCHANGER:

Date: _____, 20__.

By: _____

Title: _____

STATE:

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: _____, 20__.

Peter Goldmark
Commissioner of Public Lands

Standard Exchange Agreement
Approved as to Form on 7/31/2006
by Roger Braden
Assistant Attorney General
State of Washington

****OR****

Exchange Agreement
Approved as to Form this ____ day of
_____, 20__.

Assistant Attorney General
State of Washington

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STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

EXHIBIT A

Kitsap County Property to be conveyed to State

Dennis J. Gelvin, PLS 21674
Land Description & R/W Specialist
Land Survey Unit
Engineering Division
PO Box 47060
Olympia, WA 98504-7060

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STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

EXHIBIT B

State Property to be conveyed to Kitsap County

Dennis J. Gelvin, PLS 21674
Land Description & R/W Specialist
Land Survey Unit
Engineering Division
PO Box 47060
Olympia, WA 98504-7060

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STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

EXHIBIT C Statutory Warranty Deed

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

STATUTORY WARRANTY DEED Kitsap County

Grantor: KITSAP COUNTY PARKS AND RECREATION

Grantee: STATE OF WASHINGTON, acting by and through the DEPARTMENT OF NATURAL RESOURCES

Legal Description: (Abbreviated legal description)

Tax Parcel Number: (#)

THE GRANTOR, KITSAP COUNTY PARKS AND RECREATION, for and in consideration of the conveyance by the State of Washington of real property of equal value, hereby conveys and warrants to the STATE OF WASHINGTON, acting by and through the DEPARTMENT OF NATURAL RESOURCES, GRANTEE, the real property situated in Kitsap County, State of Washington.

Dated this _____ day of _____, 20__.

By _____

Title _____

DNR Exchange No. 86-

Exhibits

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Acknowledgement

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

**EXHIBIT D
Quitclaim Deed**

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

**QUITCLAIM DEED
Kitsap County**

Grantor: State of Washington, acting by and through the Department of Natural Resources.

Grantee: Kitsap County Parks and Recreation

Abbreviated
Legal Desc: (abbreviated legal description)

Tax Parcel #: (#)

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, of real property of equal value as authorized and approved by Resolution No. (#) adopted by the Board of Natural Resources, State of Washington, on (date), 20(#), hereby conveys and quitclaims to KITSAP COUNTY PARKS AND RECREATION, 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.

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.

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WITNESS the Seal of the State of Washington, affixed this ____ day of _____, 20 ____.

GOVERNOR

ATTEST: _____
SECRETARY OF STATE

Approved as to form this ____ day of _____, 20 ____.

Assistant Attorney General

State Deed No. (#)
State Record of Deeds, Volume (#), Page (#).
Transaction File No. 86-(#)

Exhibits

Draft Draft Draft Draft Draft Draft

STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

EXHIBIT E Continuing Forest Obligation

When Recorded Return to:

DNR – South Puget Region
950 Farman Avenue N
Enumclaw, WA 98022
Ph (360) 825-1631
Fx (360) 825-1672

Washington State Department of Natural Resources Notice of Continuing Forest Land Obligation

Sellers and Buyers of land and perpetual timber rights have certain rights and responsibilities when the land or perpetual timber rights are sold or transferred. Where the land is subject to certain continuing forestland obligations including without limitation reforestation, Road Maintenance and Abandonment Plans and Harvest Strategies along Type 4 Waters in Eastern Washington, **prior to the sale or transfer of the land or perpetual timber rights the law requires that the following occur:** 1) the seller shall notify the buyer of the existence and nature of the obligations and 2) the buyer shall sign a Notice of Continuing Forestland Obligation Form indicating the buyer’s knowledge of such obligation. At the time of sale or transfer of the land or perpetual timber rights the seller shall send the signed Form to the Department of Natural Resources (DNR). The Form may be obtained from your DNR region office.

If the seller fails to notify the buyer about the continuing forest land obligation referenced above, the seller shall pay the buyer's costs related to such continuing forest land obligation, (including all legal costs) incurred by the buyer in enforcing the continuing forestland obligation against the seller. Failure by the seller to send the required notice to the DNR at the time of sale shall be prima facie evidence, in an action by the buyer against the seller for costs related to continuing forest land obligation, that the seller did not notify the buyer of the continuing forest land obligation prior to sale. See RCW 76.09.070, RCW 76.09.390 and WAC 222-20-055.

There are also other types of continuing forestland obligations subject to certain requirements, including without limitation Small Forest Landowner Forest Riparian Easements and Landowner Landscape Plans. For more information contact the DNR Region Office.

CONTINUING OBLIGATION/S

Reforestation (RCW 76.09.070)

- Obligation exists on the property identified below and relates to the following Forest Practice Application/Notification (FPA/N) Numbers (list all that apply, add attachment if necessary).
- No Reforestation obligation exists on the property.

Draft Draft Draft Draft Draft Draft

FOR DEPARTMENTAL USE ONLY

Notice of Continuing Forestland Obligation #: _____ Date Received: _____

Region: _____ **Received by:** _____

FORM DNR QQ-42 (July 18, 2002)

REAL ESTATE ASSIGNMENT AND CONVEYANCE AGREEMENT

Agreement made this 13th day of May, 2009, by and between Kitsap County, a political subdivision of the State of Washington (County) and the Kitsap Rifle and Revolver Club (KRRC), a duly organized Washington non-profit corporation.

County agrees to convey to KRRC that certain real property identified in Kitsap County Resolution Number 2009-_____, executed by the Board of Kitsap County Commissioners during their public meeting on May 11, 2009. A true copy of said resolution is attached hereto and incorporated herein as though fully set forth. For its' part, KRRC agrees to accept conveyance of the real property subject to the covenants conditions and restrictions in the bargain and sale deed appended hereto as Exhibit B and by this reference incorporated as though fully set forth.

The conveyance shall be at a cost of \$10.00 payable by KRRC in cash at closing and KRRC's acceptance of the covenants, conditions and restrictions in the Bargain and Sale Deed attached hereto.

The parties jointly appoint Land Title Company of Kitsap County to act as escrow for purposes of closing this transaction at their offices at 9657 Levin Road NW, Silverdale, Washington 98383-7621.

County and KRRC shall share equally the cost of closing this conveyance. KRRC may purchase title insurance for the real property described herein at its sole cost and expense.

Escrow shall close immediately following the closing of that certain real estate exchange by and between the State Department of Natural Resources and Kitsap County identified and designated under Land Title Company escrow number _____.

KRRC shall be solely responsible for any and all additional costs arising as a consequence of this closing that are not otherwise identified in this Assignment and Conveyance Agreement.

Dated this 13th day of May, 2009.

BOARD OF COUNTY COMMISSIONERS

KITSAP COUNTY, WASHINGTON

CHARLOTTE GARRIDO, Chair

FILED FOR RECORD AT REQUEST OF:
Kevin M. Howell
Kitsap County Prosecuting Attorney's Office
614 Division Street, MS-35A
Port Orchard WA 98366

**BARGAIN AND SALE DEED
WITH RESTRICTIVE COVENANTS**

GRANTOR: Kitsap County

GRANTEE: Kitsap Rifle and Revolver Club, a Washington Non-Profit Corporation

LEGAL DESCRIPTION: A Portion of 36251W Bldg Value (Land Value Carried Under Acct. No. 362501-2-001-1001)

ASSESSOR'S TAX PARCEL NO: 362501-2-002-1000

For and in consideration of \$10.00 and other good and valuable consideration, Kitsap County, as Grantor, bargains, sells and conveys all of it's right, title and interest in and to the real property described on Exhibit A hereto to the Kitsap Rifle and Revolver Club, a Washington Non-Profit Corporation, as Grantee.

This conveyance is made subject to the following covenants and conditions, the benefits of which shall inure to the benefit of the public and the burdens of which shall bind the Grantee and the heirs, successors and assigns of the Grantee in perpetuity.

1. Grantee for and on behalf of itself, its heirs, successors and assigns, and each subsequent owner of the property described in Exhibit A hereto, hereby releases and agrees to hold harmless, indemnify and defend Kitsap County, its elected officials, employees and agents from and against any liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of actions, claims, demands, orders, judgments, or administrative actions, including, without limitation, reasonable attorneys' fees, arising from or in anyway connected with (1) injury to or

the death of any person or the physical damage to any property, resulting from any act, activity, omission, condition or other matter related to or occurring on or about the property, regardless of cause, unless due solely to the gross negligence of any of the indemnified parties; (2) the violation or alleged violation of, or other failure or alleged failure to comply with, any state, federal, or local law, regulation or requirement, including, without limitation, Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 USC Sec. 9601, et seq. and Model Toxics Control Act (MTCA), RCW 70.105 D, by any by any indemnified person or entity in anyway effecting, involving, or relating to the property; (3) the presence or release in, on, from, or about the property, at any time, past or present, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state or local law regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or anyway harmful or threatening to human health or the environment.

2. Grantee shall maintain commercial general liability insurance coverage for bodily injury, personal injury and property damage, subject to a limit of not less than \$2 million dollars per occurrence. The general aggregate limit shall apply separately to this covenant and be no less than \$5 million. The grantee will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of grantees activities as a shooting range. Specialized forms specific to the industry of the Grantee will be deemed equivalent, provided coverage is no more restrictive that would be provided under a standard commercial general liability policy, including contractual liability coverage.

3. Grantee shall confine its active shooting range facilities on the property consistent with its historical use of approximately eight (8) acres of active shooting ranges with the balance of the property serving as safety and noise buffer zones; provided that Grantee may upgrade or improve the property and/or facilities within the historical approximately eight (8) acres in a manner consistent with "modernizing" the facilities consistent with management practices for a modern shooting range. "Modernizing" the facilities may include, but not be limited to: (a) construction of a permanent building or buildings for range office, shop, warehouse, storage, caretaker facilities, indoor shooting facilities, and/or classrooms; (b) enlargement of parking facilities; (c) sanitary bathroom facilities; (d) re-orientation of the direction of individual shooting bays or ranges; (e) increasing distances for the rifle shooting range. Also, Grantee may also apply to Kitsap County for expansion beyond the historical eight (8) acres, for "supporting" facilities for the shooting ranges or additional shooting facilities, provided that said expansion is consistent with public safety, and conforms with the terms and conditions contained in paragraphs 4, 5, 6, 7 and 8 of this Bargain and Sale Deed and the rules and regulations of Kitsap County for development of private land. It is the intent of the parties that the activities of Grantee shall conform to the rules and regulations of the Firearms Range Account, administered by the State Recreation and Conservation Office. This account is established by the legislature upon the following finding: "Firearms are collected, used for hunting; recreational shooting, and self-defense, and firearm owners as well

as bow users need safe, accessible areas in which to shoot their equipment. Approved shooting ranges provide that opportunity, while at the same time, promote public safety. Interest in all shooting sports has increased while safe locations to shoot have been lost to the pressures of urban growth.” (Wash. Laws 1990 ch. 195 Section 1.)

4. Grantee’s activities shall also conform to the Firearms and Archery Range (FARR) Program as found in Chapter 79A.25 RCW. The primary goals of this program are to assist with acquisition, development, and renovation of firearm and archery range facilities to provide for increased general public access to ranges. This includes access by a) law enforcement personnel; b) members of the general public with concealed pistol or hunting licenses; and c) those enrolled in firearm or hunter safety education classes. Access by the public to Grantee’s property shall be offered at reasonable prices and on a nondiscriminatory basis.

5. Grantee agrees to operate the shooting range at all times in a safe and prudent manner and conform its activities to accepted industry standards and practices.

6. Mineral Reservations, held by the State of Washington, that run with the land.

7. Existing Habitat Conservation Plan (HCP), as detailed below:

The site has been publicly identified for conservation provisions applying to, but not limited to: 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. The existing Habitat Conservation Plan is to remain in effect, regardless of parcel segregation or aggregation or potential sale or land transfer.

8. Riparian Management Zones, as detailed below:

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 existing and publicly-filed Habitat Conservation Plan (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 and remain in compliance 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 function. These protective measures are to run with the land, regardless of parcel segregation or aggregation or potential sale or land transfer.

DATED this 13th day of May, 2009.

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

CHARLOTTE GARRIDO, Chair

STEVE BAUER, Commissioner

JOSH BROWN, Commissioner

ATTEST:

Opal Robertson, Clerk of the Board

**ACCEPTANCE OF BARGAIN AND SALE DEED
WITH RESTRICTIVE COVENANTS**

By signature affixed below, the Kitsap Rifle and Revolver Club by and through _____, its President/Executive Officer hereby and with full authority of the Board of Directors of said corporation, hereby accept the terms and conditions of the Deed with Restrictive Covenants above dated this 13th day of May, 2009.

BRAD SMITH, President - KRRC

MARCUS CARTER, Executive Officer - KRRC

STATE OF WASHINGTON)
) ss:
COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that Brad Smith is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the President of the Kitsap Rifle and Revolver Club, to be the free and voluntary act of the KRRC for the uses and purposes mentioned in the instrument.

Dated this ___ day of May, 2009.

PRINT NAME:
Notary Public in and for the State of Washington,
residing at: _____
My Commission Expires: _____

STATE OF WASHINGTON)
) ss:
COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that Marcus Carter 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 Executive Director of the Kitsap Rifle and Revolver Club, to be the free and voluntary act of the KRRC for the uses and purposes mentioned in the instrument.

Dated this ___ day of May, 2009.

PRINT NAME:
Notary Public in and for the State of Washington,
residing at: _____
My Commission Expires: _____

EXHIBIT A

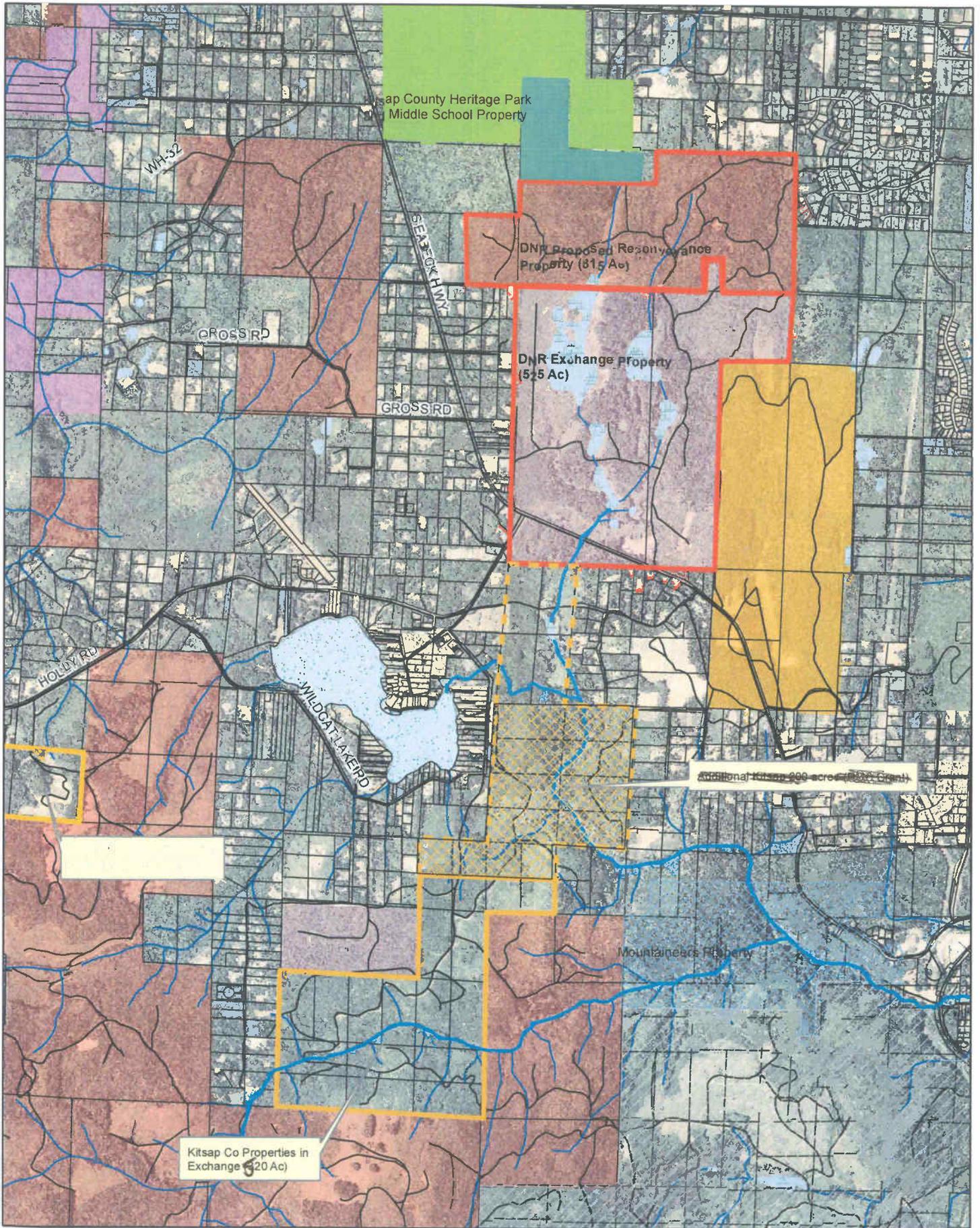
Legal Description of Premises & Reservations

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.



Kitsap County Heritage Park
Middle School Property

WA-52

SEABECK HWY

DNR Proposed Resonance
Property (815 Ac)

GROSS RD

DNR Exchange Property
(5.5 Ac)

GROSS RD

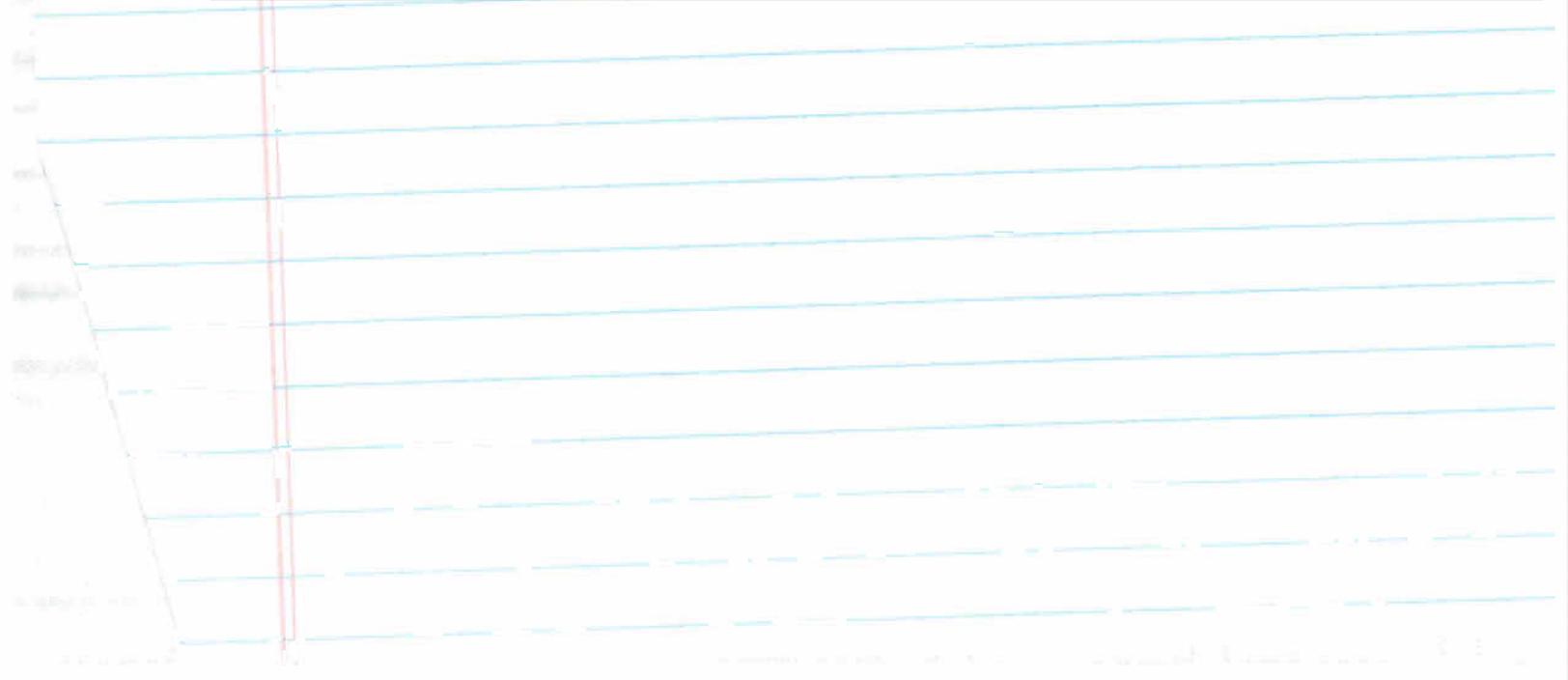
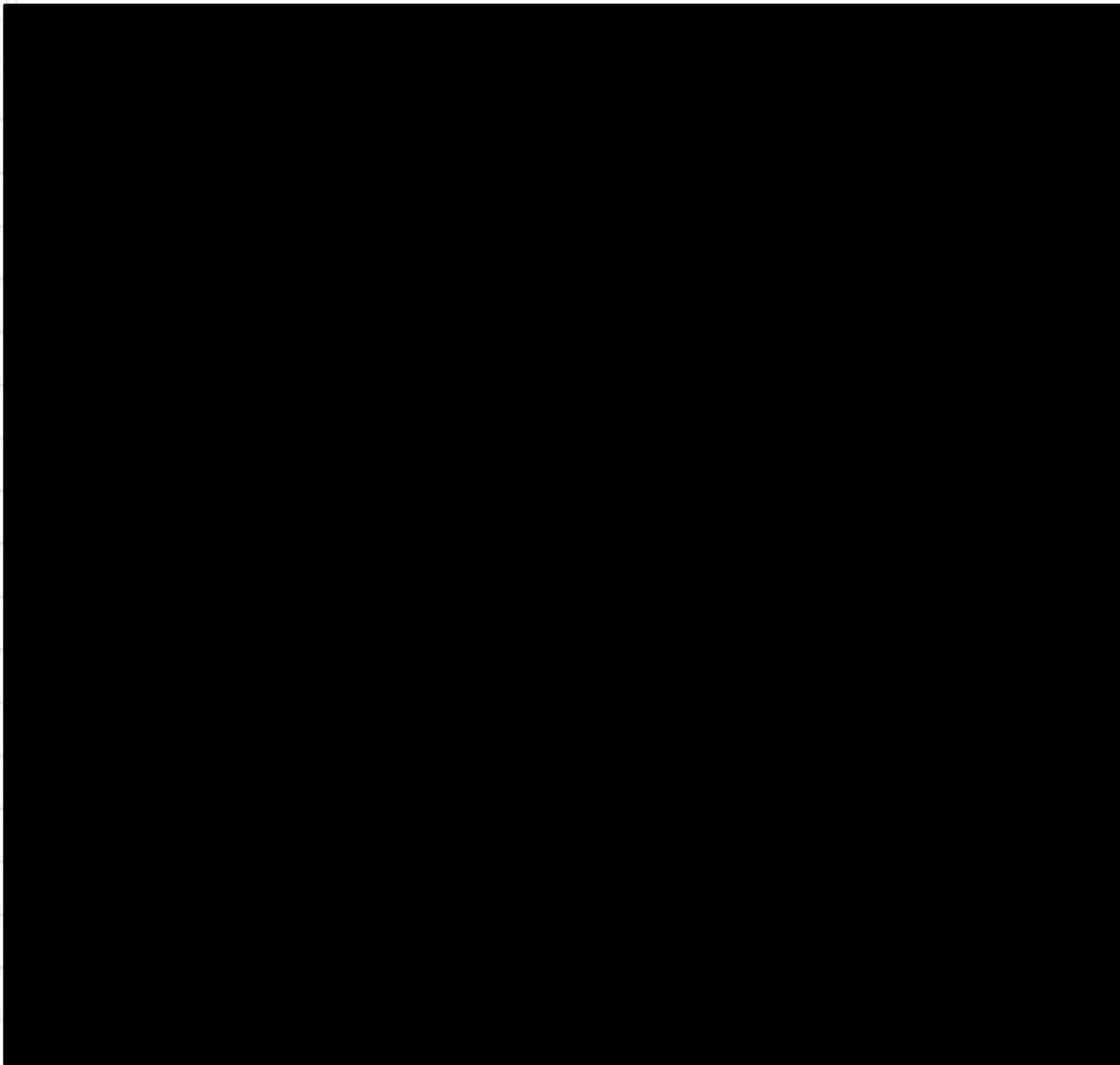
HOLLY RD

WILDCAT LAKE RD

Additional Kitsap Co Properties in Exchange (200 Acres)

Mountaineers Fishery

Kitsap Co Properties in
Exchange (20 Ac)



KITSAP COUNTY PUBLIC WORKS PROJECT INFORMATION SHEET
Bucklin Hill / Tracyton Road Right Turn Drop Lanes



Road Number
 Tip Ranking
 Milepost Start
 Milepost End
 Total Milage

Existing Conditions
 Lane Widths 12 feet ACP
 Shoulder Widths 1 foot paved
 Bicycle Facilities Rating High

Project Timeline
 Project Engineering 2006
 Right-of-Way 2008-2009
 Construction 2009

Background Information and Schedule Potential Land Exchange with DNR

- Kitsap County took the lead in securing a 623 acre tract that came up for sale by Port Blakely in 2004. The property presented unique qualities and strategic importance according to a number of public agencies and standing policies.
- Currently, ownership in this area between County and that State is like a checkerboard which presents conflicts for users as well as operational challenges for both organizations.
 - The Central Kitsap Greenway, however, is “sandwiched” between land holdings held by DNR.
 - Adjacent to the DNR land in this area is other County Park land which that will be developed over time, with more acreage, into the Newberry Hill Heritage Park.
- A long standing goal among Kitsap County and DNR is to consolidate ownership in this area. Trading out portions of the Central Kitsap Greenway property for the DNR land results in improved environmental stewardship and recreation management.
- Local recreational management by the Kitsap County Parks and Recreation Department will encourage, support, and manage local stewardship efforts and volunteers, to include corrections for environmental damages.
- The land exchange will result in the minimum of a 305 acre conservation easement on the DNR parcel. Significant community support exists for the conservation in this area.
- The DNR lands on Newberry Hill which will be exchanged for the Central Kitsap Greenway lands include the headwaters of Chico Creek, the most productive salmon creek on Puget Sound. There are extensive wetlands which further contribute to habitat benefits that come from management as a Heritage Park under County policy.
- Stream buffers on Wildcat Lake, within the Central Kitsap Greenway, will be widened under State management, beyond the County’s critical area restrictions.

May 5 – Tuesday

- Gun range appraisal is for ZERO value (\$0) – rescinded public hearing notice
- Resolved that transaction costs will come out of RCO grant reimbursement funds
- Land Exchange Agreement, final draft, for legal review

May 6 – Wednesday

- Executive Session
- Potential Scheduling for signatures on Land Exchange Agreement
- Potential Surplus Instructions for the special use lease area

May 13 – ~~Tuesday~~ Wednesday –

- Collect signed land exchange agreement
- Deliver signed land exchange to DNR for their pre-board meeting
- Send exchange agreement to Land Title, include:
 - Assignment of Special Use Lease to Kitsap County
 - County Disposal/Surplus of Special Use Lease Area (72 acre parcel)
 - Conservation Easement Deed Restriction

June 2 – Tuesday

- Board of Natural Resources Meeting

June 2 through 6th

- Closing at Land Title
- Submit A-19 to RCO
- Record Conservation Deed

Disposal of Special Use Area Subject To the Following Reservations:

1. Easement #50-CR1320: Road granted to Kitsap County on 12/07/1927 for an indefinite term.
2. Easement #50-047116: Road granted to E. F. Howerton on 05/09/1985 for an indefinite term.
3. Riparian Management Zones, as detailed below:

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 existing and publicly-filed Habitat Conservation Plan (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 and remain in compliance 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 function*. **These protective measures are to run with the land, regardless of parcel segregation or aggregation or potential sale or land transfer.**

4. Existing Habitat Conservation Plan (HCP), as detailed below:

The site has been publicly identified for conservation provisions applying to, but not limited to, 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. **The existing Habitat Conservation Plan is to remain in effect, regardless of parcel segregation or aggregation or potential sale or land transfer.**

5. Compliance with Codes, as detailed below:

All work on the Premises will 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. Physical improvements will comply with all applicable governmental laws, statutes, rules, regulations and/or ordinances that apply to the premises, land use, and environmental protections.

6. Assess and state environmental liabilities associated with this land, and its historic use as a shooting range, without any indemnification provided by the seller.

7. The subject property will continue to be utilized exclusively as a short arm shooting range consistent with its historic use.
8. Enlargement, material improvement of the activities will require land use compliance and permitting through Kitsap County Department of Community Development.
9. New owner must be a non-profit organization, enabled to: (1) maintain existing public (state) funds and (2) apply for public funds to support the historic use of the property for outdoor recreation.
10. Require purchaser and future owners to provide public access to the property for recreational use on a non-profit basis.

11. Assume liability associated with operating existing recreation facilities, specifically a shooting range.

- The subject property is associated with a adjacent, listed Superfund site with the EPA. The Washington State Department of Ecology ranks the adjacent property a “2” on its scale of hazardous materials contamination. Site clean up work was performed in the late 1970’s but more recent analysis indicates that further hazardous clean up work is needed to address lead, chromium and other contamination.
- Taxpayers, through Federal activities and State ownership, are already partially liable for the site. The County will have extremely limited liability, associated with “touching” title during Escrow, but can serve the public interest well by utilizing its local expertise, especially in leveraging public funds for clean-up if ever required. As an entity of the state, the County is in a position to potentially assist in any future cleanup to include management of Federal and State funds for this purpose. For example, the County may work through the State RCO grant program for Firearms Recreation remediation or, as it has previously, through EPA and Department of Ecology funds for **full cost reimbursement**.



Meeting Date: May 11, 2009
 Agenda Item No:

Kitsap County Board of Commissioners

Department: Parks & Recreation
Staff Contact: Matthew Keough, extension 5357
Title: Proposed Disposal of Newly Acquired Special Use Lease Land

Recommended Action: Authorize, by resolution, the sale of a 72-acre special use leased parcel, to be acquired by Kitsap County through the proposed Newberry Hill Land Exchange with the State Department of Natural Resources (DNR).

Summary: DNR proposes to exchange acreage within Central Kitsap that will result in the assignment, to Kitsap County, of an existing special-use lease for the Kitsap Rifle and Revolver Club (KRRC). Instead of retaining this special-use parcel under an-going lease to the KRRC, the County would sell the parcel with conditions that would secure the operations of a non-profit shooting range that is open to the public and that is in a position to steward public funds for firearm recreation. Because the property was appraised at less than \$2,500, the sale will be accomplished through a direct sale of property. The sale of this parcel is scheduled to occur simultaneously with the proposed Newberry Hill Land Exchange through a single Escrow session in early June, 2009. This resolution would enable the Chair of the County Board of Commissioners to sign an Assignment and Conveyance Agreement for this purpose. The conveyance of the property to the KRRC will include several covenants, conditions and restrictions, including, but not limited to, restriction on the use of the property as a non-profit shooting range, indemnifications by KRCC, retention of certain easements, and various requirements regarding environmental matters.

Attachment: Resolution (attached)
 Assignment and Conveyance Agreement (under development)

Fiscal Impact

Expenditure required for this specific action:	0
Total cost including all related costs:	0
Related Revenue:	0
Cost Savings:	0
Total Fiscal Impact:	0
Source of Funds:	N/A

Fiscal Impact (DAS) Review

Departmental Coordination

Department	Representative	Recommendation/Comments
Prosecutor's Office	Kevin Howell	
Risk Management	Mark Abernathy	

Contract Information

Contract Number	Date Original Contract or	Amount of Original Contract	Total Amount of Amended Contract

	Amendment Approved	Amendment	

Revised - May 2007

KITSAP COUNTY RESOLUTION NO. _____
A Resolution to Assign and Convey Certain Real Estate

WHEREAS, Kitsap County (County) has been negotiating with the State Department of Natural Resources (DNR) regarding a land exchange in the Central Kitsap area (“the Newberry Hill Land Exchange”); and

WHEREAS, the County has determined that the land transfer with DNR is in the public interest as it will provide contiguous county ownership that will enable more efficient and effective local management and enhanced park, recreational and open space facilities for County residents; and

WHEREAS, a portion of the property DNR intends to transfer to Kitsap County will include the assignment of a lease for a portion of property currently leased to the Kitsap Rifle and Revolver Club (KRCC) for use as a shooting range; and

WHEREAS, the State of Washington has recognized a need to preserve and rehabilitate shooting ranges that provide important benefits to the public for access and recreation; use by law enforcement and military personnel; and use for firearm training, competition, and hunter safety education classes; and

WHEREAS, KRRC currently meets the stated needs for Kitsap County by its operation of the shooting range as a private nonprofit facility; and

WHEREAS, the County finds that it is in the public interest for firearm safety as well as in the best economic interest of the County to provide that KRRC continue to operate with full control over the property on which it is located; and

WHEREAS, the County has had the KRRC shooting range property appraised, and the appraisal of the property as it is currently used and will be continued in use is less than \$2,500; and

WHEREAS, pursuant to RCW 36.34.020, Kitsap County may dispose of the KRRC property without a public bidding process.

NOW THEREFORE, be it resolved:

The Board of County Commissioners hereby authorizes the assignment and sale of the portion of the property acquired under the DNR/County land exchange, which is more specifically described in Exhibit A, attached hereto and incorporated herein, to the Kitsap Rifle and Revolver Club. Consideration by the KRRC shall include, but not be limited to, covenants to maintain and operate the property as a shooting range with public access, retention of certain easements by the County, other environmental considerations, and assumption of liability for the property and the use of the property.

BE IT FURTHER RESOLVED:

The conveyance to KRRC shall take place as soon as is practicable after the property is conveyed to Kitsap County by DNR. The Chair of the Board of the County Commissioners is hereby authorized to sign the necessary documents required to convey the property to the KRRC.

DATED this _____ day of _____, 2009.

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

CHARLOTTE GARRIDO, Chair

ATTEST:

STEVE BAUER, Commissioner

Opal Robertson
Clerk of the Board

JOSH BROWN, Commissioner

RE•SOLVE

GIBBONS & RIELY PLLC
Real Estate Appraisal, Counseling & Mediation
261 Madison Avenue South, Suite 102
Bainbridge, Washington 98110-2579
206-842-4887
TeleFax: 206-842-5082

Stephen Shapiro, MAI
Direct Dial 206 855-1090
Email: sshapiro@realestatesolve.com

May 5, 2009

Chip Faver, Director
Kitsap County Parks and Recreation
614 Division Street, MS-1
Port Orchard, WA 98366

RE: Kitsap County Rifle and Revolver Club Portion of Tax Parcel # 362501-2-001-1001

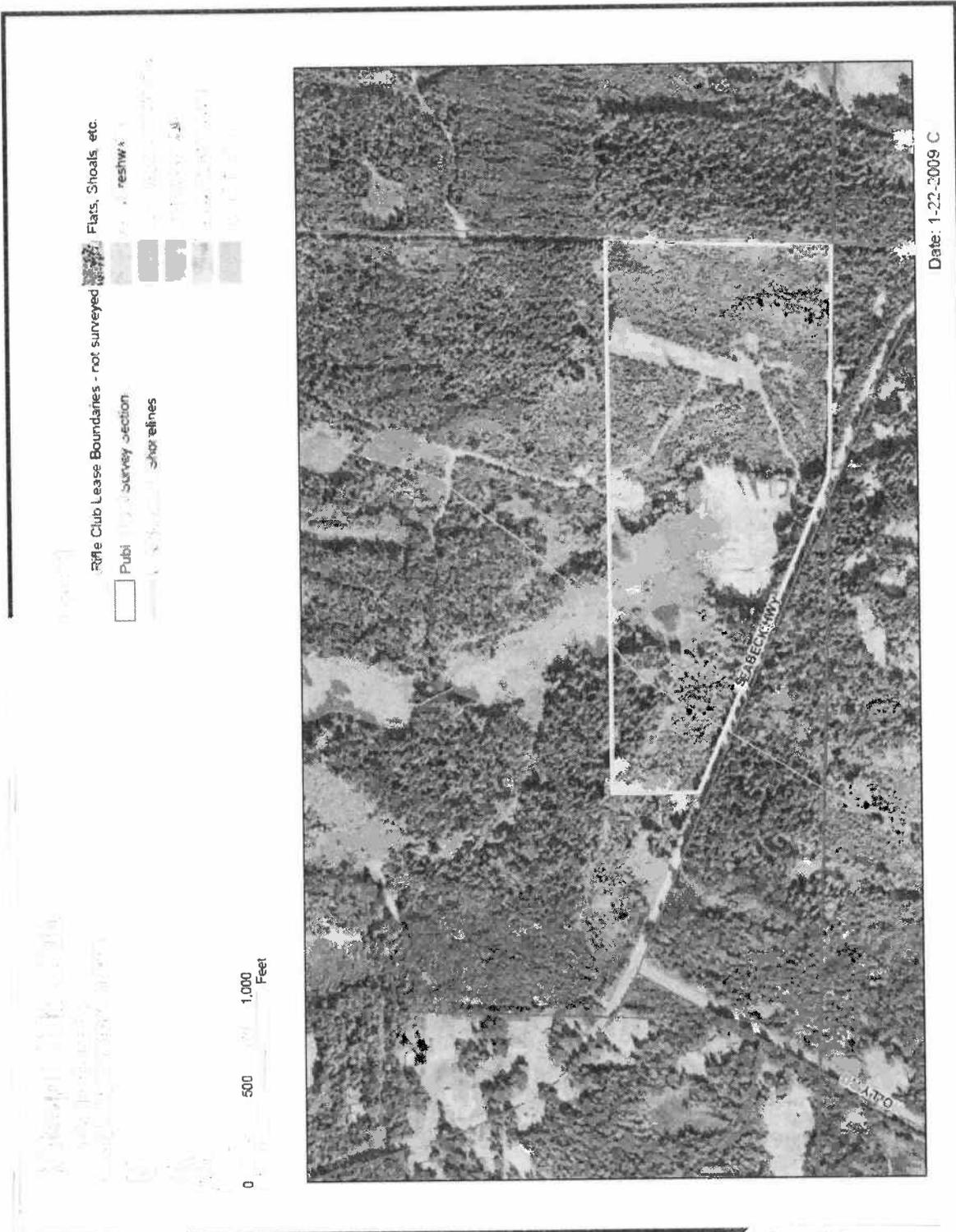
Dear Mr. Faver:

At your request, I have prepared this valuation/counseling letter with regard to the above referenced property. This letter meets the standards of a *restricted* appraisal report. The document recognizes your familiarity with the subject property and issue at hand, and thus is intended only for your use, or those you deem sufficiently knowledgeable to fully understand the contents of this evaluation. As directed, I have estimated the fee simple interest in the subject recognizing the restricted conditions of use described in the specialized appraisal instructions discussed in this report. This appraisal will be used by you for purposes of potential disposition of the property.

Identity/Location of Property

The subject is comprised of land and improvements operating as the Kitsap Rifle and Revolver Club. This includes 8 acres containing roads, parking areas, open shooting range, targets and associated infrastructure. An additional 64.41 acres of timberlands, wetlands and resource lands are passively used to provide buffer and safety zones for lessee's shooting range. The following legal description of the subject was provided by the client. The area is depicted on the photograph on the following page.

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.



KITSAP GUN CLUB

Purpose of Valuation and Counseling Letter

The Washington State Department of Natural Resources presently owns approximately 522 acres that includes the subject area, which is leased to the Kitsap Rifle and Revolver Club. The Kitsap County Department of Parks and Recreation has an interest in acquiring the DNR property and disposing of the 72.41 acres encompassed by the gun club. The purpose of this counseling letter is to provide a market based valuation analysis of the subject gun club area in its "as is" condition and recognizing the stipulated Specialized Appraisal Instructions discussed below.

The term "market value" is defined as:

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date, and the passing of title from seller to the buyer under conditions whereby:

- a. the buyer and seller are typically motivated;*
- b. both parties are well informed or well advised, and acting in what they consider their own best interests;*
- c. a reasonable time is allowed for exposure in the open market;*
- d. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and*
- e. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."*

Source: Office of the Comptroller of the Currency under 12 CFR, Part 34, Subpart C-Appraisals, 34.42 Definitions [f].

Specialized Appraisal Instructions

The client has provided specific instructions to provide a fee simple market value for the subject recognizing any existing reservations as well as the following instructions. These instructions constitute limiting conditions that have a direct impact upon the value conclusions derived.

1. Appraise the property in an "As Is" condition.
2. Assess and state environmental liabilities associated with this land, and its historic use as a shooting range, without any indemnification provided by the seller.
3. The subject property will continue to be utilized exclusively as a short arm shooting range consistent with its historic use. Enlargement, material improvement of the activities will require land use compliance and permitting through Kitsap County Department of Community Development.

4. Require purchaser to be a non-profit organization, enabled to: maintain existing public (state) funds and (2) apply for public funds to support the historic use of the property for outdoor recreation.
5. Require purchaser and future owners to provide public access to the property for recreational use on a non-profit basis.
6. Assume liability associated with operating existing recreation facilities, specifically a shooting range.
7. The subject property is associated with an adjacent, listed Superfund site with the EPA. The Washington State Department of Ecology ranks the adjacent property a "2" on its scale of hazardous materials contamination. Site clean up work was performed in the late 1970's but more recent analysis indicates that further hazardous clean up work is needed to address lead, chromium and other contamination.

Intended Use/User

This report will be used as an aid in the potential disposition of the subject property after it is acquired by Kitsap County. The client is Chip Faver, director of the Kitsap County Department of Parks and Recreation, as well as his authorized agents, associates and employees.

Scope of Assignment

The scope of work of this assignment is to provide consultation pertaining to the potential disposition of the subject. The Uniform Standards of Professional Appraisal Practice defines "Appraisal Consulting" as follows:

The act or process of developing an analysis, recommendation, or opinion to solve a problem, where an opinion of value is a component of the analysis leading to the assignment results.

An appraisal consulting assignment involves an opinion of value but does not have an appraisal or an appraisal review as its primary purpose.

The scope of work in this assignment is associated with consultation rather than an appraisal owing to the unusual circumstance of the subject being a special use property that is heavily contaminated, which does not readily lend itself to the typical valuation methodologies. This issue is discussed in greater depth in the highest and best use section of this report.

This analysis is presented in a reporting format that meets the requirements for a restricted report under USPAP guidelines. Discussions and analysis are abbreviated in this document, with supporting data retained in my files for reference.

Subject Sales History

The subject property has been under the ownership of the Washington State Department of Natural Resources for many years and there is a lease over the entire property between the State of Washington as lessor and the Kitsap Rifle and Revolver Club as lessee. This includes 8 acres containing the lessee's improvements, roads, parking areas, open shooting range, targets and associated infrastructure. An additional 64.41 acres of timberlands, wetlands and resource lands are passively used by the lessee to provide buffer and safety zones for lessee's shooting range.

The lease commenced in March of 2003 and has a termination date of February 27, 2018. This is a net lease with a current rate of \$7,200 per year, although there is a scheduled increase that has not been applied. It should be noted that section 4.03 of the lease stipulates the following caveat:

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.

This clause would allow Kitsap County to acquire the subject from Washington State unencumbered by the lease. Additionally, section 8.02(a) of the lease requires the lessee to remove all "deleterious material" at the termination of the lease or the State will do so at the lessee's expense. This effectively requires the lessee to clean the site of any material impacts that would undermine the highest and best use of the property resulting from its use as a firing range. However, it is the mutual intention of DNR and Kitsap County to transfer ownership of the subject to the latter party with the existing gun club use intact. Further, there is no requirement to clean the site of hazardous materials upon a change in ownership.

Title Report/Easements/Conditions/Restrictions

Although I have not been provided a title report for the specific subject I have been given a title report for the larger area of which the subject is a part. I am not aware of any easements, conditions, covenants or restrictions that would constrain the highest and best use of the subject, and this is an underlying assumption of this report.

Date of Appraisal

The date of this appraisal is March 19th, 2009, the most date of the subject property inspection. This report was prepared in April and May of 2009.

Property Characteristics

Location and Access

The subject property is located in central Kitsap County on the Seabeck Highway near its intersection with Holly Road. While the area immediately surrounding the subject is rural, the property is located only about 10 miles west of Bremerton, the most populous city in Kitsap County and about a dozen miles

from Port Orchard, which is the county seat. About seven miles to the northeast is Silverdale, which has the greatest concentration of retail shops and malls in the county.

Zoning

The subject's 522 acres are comprised of 2 parcels plus a portion of a third parcel adjoining to the north. These are all designated Rural Wooded (RW) in the Kitsap County zoning code. General specifications associated with this zone are as follows:

Rural Wooded Zone (RW)

Minimum Lot Size	20 Acres
Setbacks	50' Front, 20' Side/Rear
Building Height	35'
Primary Permitted Uses	Preservation of forest use while allowing for some rural residential use

The Kitsap County Zoning Ordinance describes the purpose of this zone as follows:

This zone is intended encourage the preservation of forest uses, retain an area's rural character and conserve the natural resources while providing for some rural residential use. This zone is further intended to discourage activities and facilities that can be considered detrimental to the maintenance of timber production.

The primary permitted uses in the RW zone include forestland management, agriculture, parks and open space, wholesale nurseries, kennels, and residential use at a very low density. Conditional uses are limited but do include certain recreational uses. While a shooting range is not explicitly noted as an allowable use, it is assumed that the current use of the subject is a permitted conditional legal use of the property.

Land Description

The subject is an irregularly shaped 72.41 acre land area that is a portion of Kitsap County tax parcel number 362501-2-001-1001. The property has generally rolling topography with no steep areas. The property is cleared in the 8 acre shooting range area and has timber cover in the 72 acre buffer area. I am unaware of any critical areas on the subject. I have been provided a timber valuation of the entire DNR property by the firm of S. A. Newman , Forest Engineers, indicating that are is \$1,258,00 of merchantable timber value over the entire 522 acre tax parcel. This amounts to about \$2,410/acre. I have not been provided any timber valuation for the subject portion of the total property. However, applying the average timber value per acre suggests there is approximately \$175,000 of merchantable timber value on the subject.

Utilities

All utilities are presently available to the subject including electricity and phone. Water is provided by an on-site well and waste is handled by a septic system.

Subject Improvements

The subject is improved as a shooting range that has been operated as the Kitsap Rifle and Revolver Club since 1926. It is minimally improved with infrastructure associated with the shooting range. This includes several portable buildings and covered shooting platforms.

Hazardous Materials

It is well known that the approximately 8 acres of the subject that has been used as a shooting range for the past 83 years is contaminated with lead from spent ammunition lodged in the soil. To my knowledge there has never been any hazardous conditions assessment of the subject property or any estimate of the cost to clean it up. Clearly, the potential cost and risk of liability associated with the cleanup of the subject would be a significant value consideration in the mind of any prospective buyer of the property. In support of this I have provided the following documentation pertaining to evidence of hazardous material associated with shooting ranges as well as clean up costs.

Metallic lead shot is the most common ammunition used in shooting ranges owing to its low cost, ease of reloading and good firing characteristics. Lead is a known pollutant that has been closely monitored by the Environmental Protection Agency for many years as a hazardous trace material in paint, gasoline, plumbing pipes and other consumer products including food. In its solid form as lead shot at a firing range it can enter the environment as dust particles and dissolved in ground water. Thus, it is associated with grasses and plants ingested by animals as well as surface drinking water used by animals and groundwater that may be used by people. In its dissolved state lead pollution can infiltrate areas well outside the local firing range through surface run off and ground water percolation.

Research indicates that lead is the most prevalent contaminant found at federal Superfund sites across the country. Recognition of its significant environmental and health threats have resulted in enacting federal and state laws requiring clean up under most circumstances. Interestingly, private firing ranges remain exempt from federal law owing to an interpretation by the EPA that the act of firing bullets does not qualify as "discarding" them. However, state law pertaining to the clean of lead material from firing ranges may apply.

According to Donna Musa of the Washington State Department of Ecology Toxic Cleanup Program, suspected contamination on a particular site does not constitute a requirement to investigate hazardous conditions or clean up any such materials. Typically, investigation into hazardous conditions is triggered by someone concerned about being subjected to such contamination or when contamination has been found to migrate from its source to neighboring property. In these instances Washington State requires an assessment to rank a potentially hazardous site, but only requires clean up of those designated as falling in the top tier of potential environmental threats.

Since firing ranges tend to be in relatively remote areas and are often frequented by local inhabitants, they are not usually the subject of such complaints. Ms. Musa noted that a change of ownership would not trigger a clean up requirement. Further, Washington State law does not stipulate that a change of use would necessarily trigger a clean up requirement. However, if the use of a property was changed in such a manner that the hazardous material posed an obvious threat under, it almost certainly would require consideration of cleanup. This would likely pertain to most, if not all, alternate uses of the subject firing range allowable under the existing zone such as residential, agricultural, plant nursery and kennels.

The fact that the subject is not presently a candidate for an assessment of toxic materials does not mean that this may not occur some time in the future. Although I am not a legal expert and cannot opine as to who might bear responsibility for clean up of the subject, I have been provided a specific instruction by the client that no indemnification of such responsibility would be provided by the seller to any potential buyer. Thus, there is clearly some element of risk associated with acquisition of this contaminated site.

The cost of cleanup for shooting ranges can be significant. A local example is Camp Wesley Harris, which lies adjacent to the subject's eastern boundary. This 387 acre Naval shooting range has operated rifle and hand gun ranges since around 1930. Around 1980 the U.S. Navy initiated an assessment of the toxic materials and the Washington State Department of Ecology performed a hazardous waste examination of this site that resulted in approximately \$3 million of clean up during 1987 and 1988. The primary contaminants were lead and chromium lodged in the soils and diluted in shallow groundwater. According to John Kiess with the Kitsap County Health District, who participated in this assessment, the cleanup area on Camp Wesley Harris was fairly similar in size and use as the Kitsap Rifle and Revolver Club.

Two other examples of the cost to clean up shooting ranges pertain to the Sharp Park Rifle Range that was owned and operated by the City of San Francisco and the gun range at Huntington Central Park in Huntington Beach, CA. The former was a 6 acre site that operated as a firing range from 1952-1988. In 2007 the City of San Francisco commissioned a study to determine clean up costs. The report determined that it would cost between \$2.5-\$4.5 million to excavate and remove all toxic materials. The Huntington Beach site covered about 5 acres and the estimated cost of cleanup is currently \$1.5-\$3 million according to city officials.

With respect valuation of the Kitsap Rifle and Revolver Club I have not been provided any cost estimate regarding the potential cleanup of the property. However, given the likely extent of contamination and the need for an "as is, where is" appraisal, it is necessary to estimate the potential liability that would result from a clean up requirement. Based upon the information discussed above, I have concluded that cleanup of the subject site would very likely have a present day cost of at least \$2 million and a high probability that the cost would be on the order of \$3 million.

Highest and Best Use

"Highest & Best Use" is defined by The Appraisal Institute as:

"The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible and that results in the highest

value. The four criteria the highest and best use must meet are: legal permissibility, physical possibility, financial feasibility and maximum profitability.”

Source: The Dictionary of Real Estate Appraisal, Third Edition, Copyright 1993, published by the Appraisal Institute.

The highest and best use analysis provides the foundation for a value conclusion by identifying the specific market position of a subject and thereby specifying appropriate market comparisons for it, as well as the relevant approaches to value. It is governed by consideration of the property's legal, physical and economic potential. If the property is improved, the process requires separate analysis of the land as though vacant and the land as improved. This provides the basis for a conclusion as to whether the improvements adequately contribute to overall value as to continue to be the preferred use, or whether an alternate use would better support the land value. In this instance, the subject property is improved as a small arms firing range and the instructions to the appraiser specify that it is to be valued in its "as is" condition. Thus, a highest and best use analysis of the subject as if vacant is not appropriate and has not been provided.

Highest & Best Use "As Is"

The highest and best use of the subject is governed first by what is legally feasible. As previously discussed the subject's RW zone would allow for single family residential development at a density of one dwelling unit per 20 acres. This would nominally allow for three development rights. However, the Specialized Appraisal Instructions provided by the client effectively limit the use of the property to a short arms shooting range that must be open to the public and operated on a non-profit basis by an owner who is qualified to accept public funds.

With respect to physical possibility the subject has historically been used as a firing range for more than 80 years. It has ample room to support a firing range with a large buffer safety area from surrounding uses. The property is located in a rural area of Kitsap County with very low residential development potential but is also situated on a paved highway within a short distance of Bremerton, Port Orchard and Silverdale. These factors suggest that the property would provide good access to a large number of people in its current use while at the same time creating a relatively small noise nuisance impact.

Based upon the foregoing factors the highest and best use of the subject is concluded to be continued operation of the property as improved for use as a firing range that is open to the public and operated on a non-profit basis.

Meanwhile, circumstances resulting from the presence of hazardous waste and the special instruction stipulating that a buyer of the property would not be indemnified from any responsibility of cleaning up toxic contamination make it necessary to look beyond the presumed highest and best use as if in a benign condition to an examination in its "as is" condition. Such consideration specifically revolves around the possibility that at some future time it would be necessary to pay for clean up of toxic material on the property.

In light of the discussion above, it appears that the salient question regarding highest and best use is whether a gun club operating on a non-profit basis would contribute sufficient economic value to supersede the risk associated with the possible cost to cure the contamination at some time in the future? Obviously, the meaning of "risk" assumes that there is no conclusive answer. However, there are some indications in this regard that are pertinent to a valuation based on risk assessment. These include a probable current cost to cure the subject's contamination from \$2- \$3 million. While it is not possible to predict the exact duration required for cleanup, given that the nature of the contamination pervades into the soil and aquifer it may take years to remediate and it is possible that the costs may escalate beyond present day projections. Finally, there is no certainty that any previous owners of the property would share responsibility for cleanup.

Assessing the impact of contamination on the site is obviously complicated by the fact that it is unknown when and if such cleanup will be required. Further, the cost of hazardous waste cleanup as well as the extent of liability among parties who may have held title to the property at one time or another is notorious for its lack of predictability. For that reason, projecting how these may impact the subject's ultimate value becomes a matter of risk analysis. Where good sales comparison data exists, the appraiser can make direct market comparisons to derive the value of a given property in its existing condition. Not surprisingly, however, I did not find sales of contaminated firing ranges in the subject's market area. The difficulty of finding suitable sales comparisons has resulted in reliance upon the income capitalization approach as the primary means to valuation in this instance. This approach implicitly recognizes the risk associated with achieving a market return on investment in a given property through application of an appropriate capitalization rate. In this instance the rate of return should reflect the following issues:

- The possibility that the ultimate cost of cleanup may be higher than the present day estimate.
- The difficulty in placing a specific time period upon remediation of contamination.
- The level of confidence that cleanup technology and procedures exist that can result in a complete cleanup that will require no further action.
- The possibility that market stigma will be attached to the property even if cleanup does not impair present day operations and liability does not extend beyond the present owner.

The analysis that follows first considers the value of the subject through the income capitalization approach under use as a non-profit firing range that utilizes state funding. The second step in the analysis considers an appropriate discount to that value based upon the risk that a prospective buyer would be required to clean up the contamination on the property at some time in the future.

Land Valuation Analysis

Land valuation analyses are typically based upon the precepts of "market value" as this implicitly considers what the most likely potential buyer of a property would pay in order to generate the highest economic return. However, in this instance the Specialized Appraisal Instructions limit the use of the property to a firing range, and even that utilization of the property is further constrained by requirements that it be operated on a non-profit basis by a party accepting state funds. *The Appraisal of Real Estate*

(12th Edition), which is a comprehensive text published by the Appraisal Institute, provides the following guidance pertaining to valuing such properties:

When appraising a type of property that is not commonly exchanged or rent, it may be difficult to determine whether an opinion of market value can be reasonably supported. Such limited-market properties can cause special problems for appraisers. A limited-market property is a property that has relatively few potential buyers at a particular time. Many limited-market properties include structures with unique designs, special construction material, or layouts that restrict their utility to the use for which they were originally built. These properties have limited conversion potential and, consequently, are often called special-purpose or special-design properties. Examples of such properties include houses of worship, museums, schools, public buildings and clubhouses.

Limited-market properties may be appraised based on their current use or the mostly likely alternative use. Due to the relatively small markets and lengthy market exposure needed to sell such properties, there may be little evidence to support an opinion of market value based on their current use. The distinction between market properties and limited-market properties is subject to the availability of relevant market data. If a market exists for a limited-market property, the appraiser must search diligently for whatever evidence of market value is available.

If a property's current use is so specialized that there is no demonstrable market for it but the use is viable and likely to continue, the appraiser may render an opinion of use value if the assignment reasonably permits a type of value other than market value. If no market can be demonstrated or if the data is not available, the appraiser cannot develop an opinion of market value and should state so in the appraisal report. It is sometimes necessary to render an opinion of market value in these situations for legal purposes, however. In these cases, the appraiser must comply with the legal requirement, relying on personal judgment and whatever direct market evidence is available. Note that the type of value developed is not dictated by the property type, the size or viability of the market, or the ease with which that value can be developed; rather, the intended use of the appraisal determines the type of value to be developed. If the client needs a market value opinion, the appraiser must develop an opinion of market value, not use value.

In this instance the client has provided very specific instructions limiting the use to a single application but has also directed the appraiser to provide an opinion of market value. Thus, in keeping with the direction provided above, I had relied upon personal judgment as well as whatever market evidence is available in deriving a value conclusion for the subject.

The direct income capitalization methodology is an approach that equates the net operating income of a property over one year of operation to total property value through the application of a market based capitalization rate that implicitly accounts for the risk associated with continuing to generate stabilized income over the life of the investment. In this instance, the subject is appraised as a non-profit operation. Discussion with Kevin Howell of the Kitsap County Prosecutor's Office and Matthew Keough of the

Kitsap County Department of Parks and Recreation suggest that the non-profit status eliminates the ability to generate any net operating income because fees can only be charged that are commensurate with the costs of maintenance and operation. This would effectively reduce the net operating income to zero for a passive investor in the property who does not intend to have a management role.

However, a non-profit organization can pay salaries to its employees. Thus, if the property was purchased by a prospective owner who intended to operate the firing range himself, the salary generated could be construed as income. This latter scenario suggests that even given the strict limitations on the use of the property, there may be prospective buyers willing to pay a lump sum purchase price for the opportunity to generate a salary over their term of ownership.

The amount that such a prospective buyer might pay is a function of the risk associated with the security of the income stream. For purposes of this analysis I have relied upon personal conjecture as well as market evidence to first derive an estimate of the subject's market value without any consideration of contamination impact. The impact of toxic waste upon value is then considered in a separate step of the analysis.

The analysis begins with an assumption of a reasonable salary that a potential buyer of the subject could anticipate generating through operation of a firing range. I have put this at \$100,000 annually. Since all other funds generating would necessarily go to the operation and maintenance of the firing range (including any other salaries that might be paid) the owner's salary effectively represents the annual net operating income. According to the Korpacz Real Estate Investor Survey (a division of Price Waterhouse Coopers), capitalization rates for investment grade real estate in the Pacific Northwest ranged from 6.5%-11% in the first quarter of 2009. Assuming that the security of this investment entails more or less average risk I have applied a 9% rate of return to the income noted above which results in a total value indication for the subject of around \$1,100,000.

While a prospective buyer of the subject might be willing to pay on the order of \$1,100,000 to generate an annual income stream of \$100,000 assuming typical market risk, consideration of the subject's contamination adds significant uncertainty to the security of that income stream. As discussed above, the current cost to cure all of the contamination on the subject is expected to be around \$2-\$3 million. Since it is a specific instruction of this appraisal that no indemnity would be granted to a buyer of the property, that person would be expected to absorb most, if not all, of the remediation costs. The next questions are if and when such a liability would be exacted.

As previously discussed the subject is not presently on the Washington State Department of Ecology's list of contaminated sites slated for cleanup, and to my knowledge there has never been any assessment of toxic materials on the subject. However, given its use as a firing range for nearly a century it is common knowledge that the site is heavily contaminated. Further, the adjoining Camp Wesley Harris site, which has a very similar history of use as the subject, has been placed upon the State's list of toxic sites and has already undergone some cleanup at considerable expense. It would be very logical to conclude that at some point the subject would also become a viable candidate for cleanup, and thus it would seem that the issue is much more a matter of "when" than "if."

With regard to the timing impact of any potential requirement to clean up the subject the following analysis is germane. At a price of \$1,100,000 and an annual income of \$100,000 it would nominally require 11 years to recoup the capital investment. However, adding the cost of cleanup at \$2 million (which is the low end of the estimate) would add additional 20 years. Obviously, this is a highly simplistic analysis that ignores additional inputs such as inflation, a potential increase in annual income and a potential increase in the cost of cleanup over time. However, it very clearly illustrates that the looming liability of curing the subject's contamination would undermine much, if not all, of the economic benefit to be derived from the subject. While it is difficult to project when the DOE might require cleanup of the subject, it is not unreasonable to presume that changes in land use in this area over the next 20 years will very likely include increased residential development density with a reliance upon ground sources of drinking water that would promulgate such action. Ultimately, this raises a very strong question as to why a prospective buyer would pay \$1,000,000 to secure such a risky income stream when that money could be put to other far less risky income producing real estate ventures.

Based upon the foregoing analysis it is my conclusion that the market value of the subject is effectively zero. This does not necessarily suggest that there is not a prospective buyer willing to pay some amount of cash for the subject. However, that buyer would not be acting to obtain the maximal return on investment that is essential to the concept of market value. Rather, such a purchase would be predicated upon "use value" that considers the value of a particular property in a particular use irrespective of any value that might be derived from alternate uses of that property or an investment in another property that would reap a positive economic return.

Subject Market Value As Is & Recognizing Specialized Appraisal Instructions **\$0**

Effective Date of Value

March 19, 2009.

Closing

If you have any further questions or concerns, please do not hesitate to call.

Sincerely,



Stephen Shapiro, MAI

Ref: 9111

APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

- ◆ The statements of fact contained in this appraisal are true and correct;
- ◆ The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conclusions, and are my personal, unbiased professional analyses, opinions, and conclusions;
- ◆ I have no present or prospective interest in the property that is the subject of this appraisal, and I have no personal interest or bias with respect to the parties involved;
- ◆ My engagement in this assignment was not contingent upon developing or reporting predetermined results. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the obtainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- ◆ The appraisal was made and the appraisal report prepared in conformity with the Appraisal Foundation's Uniform Standards for Professional Appraisal Practice.
- ◆ The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- ◆ I have made a personal inspection of the property that is the subject of this report.
- ◆ I have afforded the owner or a designated representative of the property that is the subject of this appraisal the opportunity to accompany me on the inspection of the property.
- ◆ This appraisal has been made in conformity with the appropriate State and Federal laws and requirements, and complies with the contract between the agency and the appraiser;
- ◆ I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by authorized representatives.
- ◆ As of the date of this report, I have completed the requirements under the continuing education program of the Appraisal Institute.

RESTRICTION UPON DISCLOSURE & USE:

Disclosure of the contents of this appraisal report is governed by the By-Laws & Regulations of the Appraisal Institute.

Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser or the firm with which (s)he is connected, or any reference to the Appraisal Institute or to the MAI designation) shall be disseminated to the public through advertising media, public relations media, news media, sales media or any other public means of communication without the prior written consent and approval of the undersigned. No part of this report or any of the conclusions may be included in any offering statement, memorandum, prospectus or registration without the prior written consent of the appraiser.

The property has been appraised for its fair market value as though owned in fee simple and encumbered by the Specialized Appraisal Instructions described in this report. The opinion of value expressed in this report is the result of, and is subject to the data and conditions described in this report.

I made a personal inspection of the property that is the subject of this report on March 19, 2009.



Name: Stephen Shapiro, MAI
WS Cert # 1101561

Signature: _____

Date Signed: May 5, 2009

RE•SOLVE

Real Estate Appraisal, Counseling & Mediation

STEPHEN L. SHAPIRO, MAI

Stephen Shapiro graduated in June 1986 from the University of Washington in Seattle, Washington. He was awarded an Honors Degree as Bachelor of the Arts in Communications with a major in Journalism and a minor in Economics. Since that time he has worked as a writer, editor and research consultant specializing in land and marine resource issues. Mr. Shapiro was asked to join the firm of **Wronsky, Gibbons & Riely** in March of 1999 by Anthony Gibbons. In July of 1999 Mr. Gibbons formed Anthony Philip Gibbons PLLC, doing business under the new company name of **RE•SOLVE** – a company providing Real Estate Appraisal, Counseling and Mediation services. Mr. Shapiro joined Mr. Gibbons in his company at that time.

In his capacity as an appraiser for **Wronsky, Gibbons & Riely** and **RE•SOLVE**, Mr. Shapiro has developed a broad range of experience over a wide variety of property types. Appraisals have been performed on office and industrial buildings; commercial and industrial land; residential subdivision property; natural resource and habitat land, including timberland and wetland property; and high-end estate homes. In addition, he has provided mediation and expert witness services for legal purposes.

Mr. Shapiro is licensed as a certified general real estate appraiser by the State of Washington (license no. 1101561) and is listed on the Washington State Department of Transportation's Approved List of Appraisers and Reviewers. He was awarded the highly regarded MAI designation of the Appraisal Institute in June 2006 (member no. 12394). He has successfully completed the following Appraisal Institute courses, as well as numerous additional professional seminars:

- Appraisal Principles
- Appraisal Procedures
- Standards of Professional Appraisal Practice, Parts A and B
- Highest and Best Use and Market Analysis
- Basic Income Capitalization
- General Applications
- Advanced Sales Comparison and Cost Approaches
- Report Writing and Valuation Analysis
- Advanced Applications
- Advanced Income Capitalization
- Uniform Appraisal Standards for Federal Land Acquisitions
- Condemnation Appraising: Advanced Topics and Applications

Mr. Shapiro has performed appraisal services for a wide variety of clients, and a brief client list follows.

- City of Bainbridge Island
- WA State Dept. of Natural Resources
- Bainbridge Island Parks and Recreation
- Group Health Cooperative of Puget Sound
- Port of Seattle
- Cascade Land Conservancy
- U.S. Forest Service
- NC Power Systems Co.
- City University
- Trust For Public Land
- Bainbridge Island Land Trust
- The Mark A. Robinson Trusts
- Commerce Bank
- First American Title Insurance Co.
- Tulalip Tribes
- Tousley Brain Stephens PLLC
- Ryan, Swanson and Cleveland, PLLC
- Pope Resources, Inc.
- Hockett & Olsen Brothers, Inc.
- Great Peninsula Conservancy
- Central Kitsap School District
- Riddell Williams P.S.
- Whidbey Camano Land Trust
- Michael A. Goldfarb Law Office
- Lawler Burroughs & Baker, P.C.
- Harnish Group, Inc
- Development Services of America
- Preston Gates & Ellis LLP
- Pacific Investment Co.
- Column Financial
- GVA Kidder Mathews
- American Marine Bank
- Batavia Holdings LLC
- Kinzer Real Estate Services
- Knowles/Turner Real Estate Group
- Warren G. Harding Temple Board Assoc.
- GEM1 LLC
- Kitsap County Dept. of Public Works
- Washington State Parks Commission
- Livengood, Fitzgerald & Alskog PLLC
- American Eagle Communities
- McGavick Graves Attorneys at Law
- Wal-Mart
- Black Equities Group LTD
- Transnation Title Insurance Co.
- The Ketcham Family
- City of Burien
- Open Space Resources
- Kitsap Conservation District
- Lawyers Title Insurance Corp.
- Kitsap County Dept. Parks and Recreation
- McCormick Land Company
- Trammell Crow Co.
- Pike Place Market PDA
- City of Edmonds Parks and Recreation
- WA State Department of Transportation
- MacMillan-Piper, Inc.
- Port of Allyn
- Pacific Medical Center and Clinics
- Commonwealth Land Title Insurance
- Port Gamble S'Klallam Tribe
- Madison Ave Real Estate, LLC
- Kitsap County Dept. of Admin. Services
- Olympic Property Group
- Prosperity Treatment Center
- Old Republic Title Co.
- Cullen Law Office LLP
- Port of Olympia
- Washington First International Bank
- Rogers Deutsch & Turner
- Frontier Bank
- Credit Suisse First Boston
- The Mountaineers
- Bainbridge Public Library
- GMAC Commercial Mortgage
- Farm Bureau Life Insurance Co.
- Starbucks
- Seattle Automotive Dist., Inc.
- Pacific Northwest Title Insurance Co.
- WA State Office of the Attorney General
- Aoki Sakamoto and Grant LLP
- AnMarCo
- King Count Dept. Natural Resources & Parks
- Montgomery Purdue Blankinship & Austin PLLC
- Ogden Murphy Wallace PLLC
- Puget Sound Energy
- Kenyon P. Kellogg, Attorney at Law
- Mundt MacGregor PLLC

- h. **Sale Price.** Sale price of \$2000 per acre (\$260,000) or at the value determined by the DNR/Kitsap County appraisal associated with the 2009 DNR Newberry Hill Land Exchange, whichever is lower.
- i. **Grandfathered Land Use.** The 8 acres of current heavy use area shall be fully 'grandfathered' with respect to land use restrictions.
- j. **No unreasonable restrictions on Future Land Use.** No unreasonable restriction on fully developing the 122 remaining acres as a range facility
- k. **Execution of Sale Agreement.** Sale agreement to be fully executed prior to April 30, 2009.
- l. **Retention of Conservation Easement.** KRRC may agree to allow Kitsap County to retain a conservation easement which protects some wetlands and wildlife habitats from most forms of development. KRRC may agree to sell residential development rights to the county, reducing the total price paid by KRRC to the county.

3. **Other Terms and Conditions:**

- a. **Safe Operation of Premises.** KRRC agrees to operate the range in a safe and prudent manner.
- b. **Classes for the Public.** KRRC agrees to provide gun safety training, hunter education classes and other classes to the public.
- c. **Acknowledgement re Shooting Sports.** Kitsap County and its Department of Parks and Recreation hereby acknowledge that shooting sports are a recognized recreational activity. Kitsap County agrees that it

will list on its website web-links to all 'open to the public' ranges in the county on parks website and other recreational information publications generated by Kitsap County. (KRRC, Poulsbo Sportsman's Club, Bremerton Trap & Skeet, Bainbridge Is. Sportsman's Club)

- d. **Buffer Area.** Recreation and other uses not compatible with target shooting will not be permitted within the 130-acre lease area. It may be necessary for the county to provide an even larger buffer area adjacent to the lease area to protect public safety.
- e. **Inclusion in Heritage Park Planning.** The long-range Newberry Heritage Parks plan will include KRRC and the shooting range as a recognized, (mapped) element requiring special consideration from other recreational uses.
- f. **Priority of Existing Use.** Due to the long-standing use of the area as a shooting range managed by KRRC, all other recreational uses and county-supported recreational improvements and development will be subordinate to use of the existing lease area as a shooting ranges managed by KRRC.
- g. **Long-term Commitment to Support Shooting Sports.** Kitsap County Parks and Recreation recognizes that the signing of the 15-year lease with KRRC evidences a long-term commitment by the county to support its citizens in the shooting sports as a recreational activity within the Newberry Hill Heritage Park/Central Kitsap Greenway area. The County will begin any Land Use planning activity associated with those properties

with the assumption that the target shooting range is the PREFERRED LONG-TERM USE OF ALL LANDS WITHIN THE EXISTING LEASE AREA.

h. **Support for Land Exchange.** Based on the foregoing agreed terms, KRRC whole-heartedly supports the DNR land exchange.

3. **Warrant of Capacity to Execute Settlement Agreement.** The parties represent and warrant that that they have the full right and authority to execute this Agreement as set forth herein.

4. **No Reliance on Statements.** Except as otherwise provided herein, the parties acknowledge that this Agreement is made solely for the consideration specified herein, without reliance on any statement or representation of either party, their agents or representatives.

5. **Agreement to Cooperate.** The parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

6. **Binding Agreement.** The terms of this Agreement are contractual and not a mere recital. This release shall bind the heirs, personal representatives, successors and assigns of the parties.

7. **Attorney's Fees.** In the event of any legal action to enforce the provisions of this Release, the prevailing party therein shall recover costs and reasonable attorney's fees.

IN WITNESS WHEREOF, the parties hereto have executed this document on the ____ day of _____, 2009.

STATE OF WASHINGTON)
 :
COUNTY OF KITSAP)

On this day personally appeared before me _____ to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he or she was authorized to and signed the same as the free and voluntary act and deed of said organization for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this ____ day of _____, 2009.

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

My commission expires: _____

STATE OF WASHINGTON)
 :
COUNTY OF KITSAP)

On this day personally appeared before me _____, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he or she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this ____ day of _____, 2009.

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

My commission expires: _____

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
DOUG SUTHERLAND, Commissioner of Public Lands**

SPECIAL USE LEASE

Lease No. 60-B068979

BY THIS LEASE (hereinafter "Agreement"), the STATE OF WASHINGTON, Department of Natural Resources, (hereinafter "State") leases to KITSAP RIFLE AND REVOLVER CLUB (hereinafter "Lessee") the premises in Kitsap County, Washington, the legal description of which is set forth in Exhibit 1A, upon the terms and conditions and for the consideration enumerated herein. Said premises and rights leased hereby are hereinafter referred to as the "Premises".

SECTION 1 OCCUPANCY

1.01 Lease Term. This Agreement shall commence on March 1, 2003 ("Commencement Date") and expire on February 27, 2018.

1.02 No Warranty of Quiet Enjoyment. State makes no warranty of quiet enjoyment of the Premises.

1.03 Condition of Premises. Lessee has had an opportunity to inspect Premises and enters into this Agreement solely in reliance on Lessee's own examination and not by reason of any representation by State. Premises are accepted in its present condition "AS IS WHERE IS". No reliance shall be placed on any opinion, material, or information provided by or through State, and Lessee does so at its own risk, cost and expense.

SECTION 2 USE OF PREMISES

2.01 Permitted Use. For this Agreement, the following uses and no other uses are permitted:

Intensive use and occupancy containing Lessee's improvements, roads, parking areas, open shooting range, targets, and associated infrastructure.	8 Acres
Timberlands, wetlands and similar resource-oriented lands passively utilized by Lessee to provide buffer and safety zones for Lessee's shooting range.	64.41 Acres

In the event the Lessee desires a change in acreage or use, authorization must be obtained in advance and in writing from the State. Approval may be conditioned upon adjustment of the payment in accordance with changes in acreage or use.

SECTION 3 PAYMENT

Payments made hereunder will be applied first to interest, then to outstanding or delinquent rent, leasehold tax and other charges owed, then to current rent, leasehold tax, and charges.

3.01 Rent. The Lessee shall pay to the State, at Olympia, Washington 98504, in advance, the required rent of \$7,200.00 for the period of March 1, 2003 to February 27, 2004 and annually thereafter subject to adjustment under Subsection 3.06.

8,124.41
3.02 Leasehold Tax. Lessee shall pay to State, the leasehold tax as set forth in RCW Chapter 82.29A - Leasehold Excise Tax as may be amended. The tax shall be due and payable at the same time the rental charged herein is due and payable.

3.03 No Counterclaim, Setoff, or Abatement of Rent. Rent and all other sums payable by Lessee hereunder shall be paid without the requirement of prior notice or demand by State, and shall not be subject to any counterclaim, setoff, deduction or defense and without abatement. The obligations and liabilities of Lessee hereunder shall in no way be released, discharged or otherwise affected, except as expressly provided in Subsection 13.06 (Condemnation).

3.04 Interest Charged for Past-Due Rent and Other Sums Owed. Lessee shall pay interest at the rate of one percent (1%) per month (or at such higher rate as may be authorized by statute after the Commencement Date hereof), until paid, on rent or other sums owing under the terms of this Agreement commencing the date such rent or other sum is due and payable. In the event State pays any sum or incurs any expense which Lessee is obligated to satisfy or pay under this Agreement, or which is made on behalf of Lessee, State shall be entitled to receive reimbursement thereof from Lessee upon demand, together with interest thereon from the date of expenditure at the rate stated above.

3.05 Late Charge for Failure to Pay. In the event the Lessee fails to make any payment of rent due hereunder upon the date due, the State shall be entitled to collect from the Lessee a late charge equal to six percent (6%) of the amount of the delinquent payment. Any failure to pay rent or any amount specified in this Section 3, or any other amount to be paid by the Lessee under terms of this Agreement within thirty (30) days of the date due, shall be a material default hereunder by the Lessee and such default shall entitle the State to pursue all remedies specified in this Agreement, including the right to terminate this Agreement, though failure to exercise such right shall not be construed as a waiver of the right and thereafter pursue any remedies available at law or equity, including those contained in Chapter 59.12 RCW.

3.06 Adjustment of Rent. Beginning on the fifth anniversary of the Commencement Date, and at intervals of five (5) years thereafter (the "Adjustment Date"), a new annual rental will be established. In no event will the adjusted annual rental be less than the previous annual rental. Adjusted rental values established after the designated Adjustment Date shall be due retroactive to such Adjustment Date. The method for such adjustment shall be selected solely by the State from the following options:

(a) Increase of the current annual rent by the percentage increase in the United States Department of Labor, Bureau of Labor Statistics, "All Items" Consumer Price Index for All Urban Consumers ("CPI"), US City Average (1982-84=100), between the date five (5) years previous to the Adjustment Date and the Adjustment Date, i.e., adjusted rental amount equals current annual rent times CPI as of current Adjustment Date divided by CPI as of date five (5) years previous. In the event the CPI ceases to be published, the State may substitute such other comparable cost of living index as then may be in publication by a comparable governmental agency.

(b) Determination of fair market value of the Premises within six (6) months before or after the Adjustment Date through evaluation of pertinent market evidence by State lease administrator and/or other appropriate State personnel.

(c) Determination of fair market value of the Premises within six (6) months before or after the Adjustment Date through formal appraisal by State's appraiser, certified general appraiser under contract with the State, or such other appraiser as may be agreed to by State. Such appraisal must be performed in accordance with the Uniform Standards of Professional Appraisal Practices (USPAP) as promulgated by the Appraisal Institute.

The market value will be determined exclusive of Lessee's improvements and as though ownership were in fee simple, not encumbered by lease.

Under (b) and (c) above, the new annual rental above shall be computed by multiplying the market value of the Premises by the then current Prime Rate as of the Adjustment Date plus 200 basis points (Prime Rate + 2.0%). The term "Prime Rate" shall mean the Prime Rate as published in The Wall Street Journal from time to time (or the average Prime Rate if more than one is published), any change in such Prime Rate to effect a change in the rate charged hereunder on the date of each such change. If The Wall Street Journal ceases to be published or ceases to publish a Prime Rate, then State shall designate another nationally recognized business publication which publishes such a rate or such rates which does, in the reasonable opinion of State, represent the "Prime Rate" as defined herein.

3.07 Failure to Adjust Not Waiver. Failure of State to adjust rent pursuant to Subsection 3.06 above at the end of any five (5) year period, shall not be a waiver by State of the right to adjust rent at the end of any subsequent five (5) year period. State shall retain the right, for so long as this Agreement remains in effect, to adjust rent as of the end of any five (5) year period, as though all prior adjustments had been made in accordance with the above provisions.

SECTION 4 RESERVATIONS

4.01 Compliance. The State shall have access to the Premises at all reasonable times to determine and secure compliance with this Agreement. Failure to inspect or enforce compliance shall not be construed as a waiver of the State's right to declare a breach, nor relieve Lessee of any liability to the State for any breach of the terms, conditions, or requirements of this Agreement.

4.02 Compatible Uses. State reserves for itself, its successors and assigns, the right at all times for any purpose to cross and re-cross the Premises at any place or grade, to grant easements/licenses over or leases to the Premises, to sell, or otherwise dispose of minerals, coal, oil, timber, gas, or other valuable materials from the Premises insofar as the State's activities on the Premises and any grant of rights the State makes to any person or entity shall not unreasonably interfere with the activities permitted hereunder.

4.03 Non-Default Termination. State reserves the right to terminate this Agreement upon sixty (60) days' written notice in the event the State includes the Premises in a plan for higher and better use, land exchange or sale.

SECTION 5 SPECIAL RESTRICTONS

5.01 Permits and Conformance With Laws.

(a) Lessee shall obtain all building permits and other required permits, licenses, permissions, consents, and approvals from governmental agencies or third parties in connection with this Agreement and Lessee's permitted use including construction of any improvements, changes, alterations, additions, repairs, maintenance to or replacement of the Premises, or for the conduct of any business upon the Premises at the sole cost and expense of Lessee. Copies of such permits, licenses, permissions, consents, and approvals shall be supplied to State on request.

(b) Lessee shall conform to all applicable laws, regulations, permits, orders, or requirements of any public authority affecting the Premises and the use thereof, and shall correct at the Lessee's own cost and expense any failure of compliance created through the Lessee's fault or by reason of the Lessee's use. In no event shall Lessee undertake or suffer any activity to be conducted upon the Premises which constitutes a nuisance or which is a threat to the health or welfare of the general public.

(c) Lessee shall cause all work on the Premises and all business conducted thereon during the term to be performed in accordance with all applicable laws and all directions and regulations of all governmental agencies and the representatives of such agencies having jurisdiction.

5.02 Other Restrictions on Use.

(a) Lessee shall cut no State timber or remove State-owned valuable material, without prior written consent of the State. Prior to State's authorization for the cutting of timber, or removal of valuable material, the Lessee must pay to the State the fair market value of the timber or valuable material, as determined by the State.

(b) Lessee shall take all reasonable precautions to protect the land and improvements on the Premises from fire, make every reasonable effort to report and suppress such fires as may affect the Premises, and shall be subject to applicable fire laws affecting the Premises.

(c) Lessee shall prevent accumulation of equipment parts or "bone yards" on the Premises.

(d) This Agreement does not convey rights to media uses, communication sites, or any use on the Premises other than those expressly stated in this Agreement.

5.03 Habitat Conservation Plan. The Premises are located within an area that is subject to State's Habitat Conservation Plan adopted in connection with Incidental Take Permit No. PRT-812521 (ITP) as supplemented by Permit No. 1168 (Collectively "ITP"). As long as the Habitat Conservation Plan remains in effect, Lessee and all persons acting under Lessee shall comply with the terms and conditions set forth in Exhibit 5A while operating on the Premises. State shall have the right to modify these terms and conditions from time to time to comply with the Habitat Conservation Plan, the ITP, the Endangered Species Act, the implementing regulations, and amendments thereto, or the requirements of the federal agencies administering these laws.

SECTION 6 UTILITIES, TAXES, LIENS

6.01 Utilities and Maintenance. During the term of this Agreement, Lessee shall pay all expenses incurred by Lessee in the use, enjoyment, and operation of the Premises, including, but not limited to, utility charges and all costs of maintaining and repairing the Premises and all improvements thereon whether now existing or hereafter installed. Lessee shall indemnify and hold the State harmless against any loss, liability, or expense resulting from any failure of Lessee to pay all such charges when due.

6.02 Taxes and Assessments.

(a) Lessee shall pay during the term of this Agreement all taxes and other governmental charges of any kind applicable or attributable to the installation of Lessee owned improvements on the Premises, Lessee's leasehold interest therein, and Lessee's use and enjoyment thereof.

(b) Lessee shall pay its prorated share of all assessments that are legally required to be paid now or may be charged during the Agreement term to the Premises or Lessee owned improvements thereon. Lessee shall not cause or suffer the imposition of any assessment upon the Premises without the prior written consent of State. In the event any new assessment is proposed which affects the Premises, Lessee shall immediately notify State of such proposal after Lessee has knowledge or receives notice thereof. Any assessment upon the Premises shall be made in compliance with all applicable statutes, including, but not limited to, Chapter 79.44 RCW.

6.03 Lessee Liens. Lessee shall not suffer or permit any lien to be filed against the State's interest in the Premises, or improvements thereon by reason of work, labor, or services performed thereon or materials supplied to, by or through the Lessee. If any such lien is filed, Lessee shall cause the same to be discharged of record within thirty (30) days after the date of filing or creation of such lien unless other arrangements are authorized in

writing by the State in advance. Lessee shall indemnify the State for any costs, damages or expenses (including attorneys' fees and courts' costs) incurred as a result of such liens or in obtaining their discharge whether such costs, damages or expenses were incurred prior or subsequent to termination or cancellation of this Agreement.

SECTION 7 LESSEES INDEMNITY; INSURANCE REQUIREMENTS

7.01 Indemnity. Lessee releases and shall indemnify and defend (with counsel acceptable to State) State, its employees, officers, and agents from and against any and all claims arising out of the use, occupation or control of the Premises by Lessee, its agents, and employees. A "claim" as used in this subsection means any claim of any nature whatsoever for penalties, financial loss, damages (including but not limited to bodily injury, sickness, disease or death, or injury to or destruction of property, land and other natural resources including the loss of use thereof), costs or expenses (including but not limited to attorney's fees), whether or not resulting in a suit or action or reduced to judgment. This release and the obligation to indemnify shall not be eliminated or reduced by the concurrent negligence of the State, its officials, employees, or agents, except as provided in this subsection. To the extent that RCW 4.24.115 applies, Lessee shall not be required to indemnify State from State's sole or concurrent negligence. Lessee waives its immunity under Title 51 to the extent it is required to indemnify the State herein.

7.02 Insurance Requirements. Lessee shall, at all times during the term of this contract at its cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of the contract at State's option.

All insurance and surety bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by the department's risk manager before the contract is accepted. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

State shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications:

1. Insurers subject to Chapter 48.18 RCW (admitted and regulated by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.
2. Insurers subject to Chapter 48.15 RCW (surplus lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

Before starting work, Lessee shall furnish with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements
Special Use Lease

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 Lessee from any 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

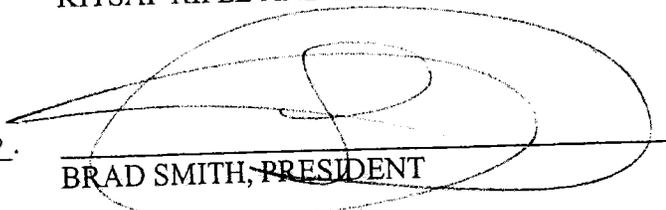
To the Lessee at the address affixed with signature or Lessee's last known address.

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 KITSAP)

I certify that I know or have satisfactory evidence that Brad Smith is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he authorized to execute the instrument, and acknowledged it as the president of Kitsap Rifle and Revolver Club to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 11/12/03

(Seal or Stamp)

Alma M. Singleton
NOTARY PUBLIC in and for the
State of WASHINGTON
My appointment exp 9/1/05

**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 _____

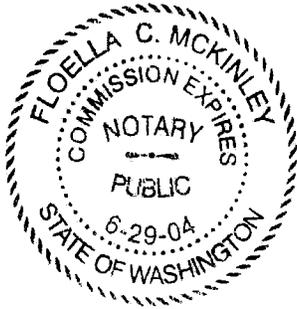


EXHIBIT 1A

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.

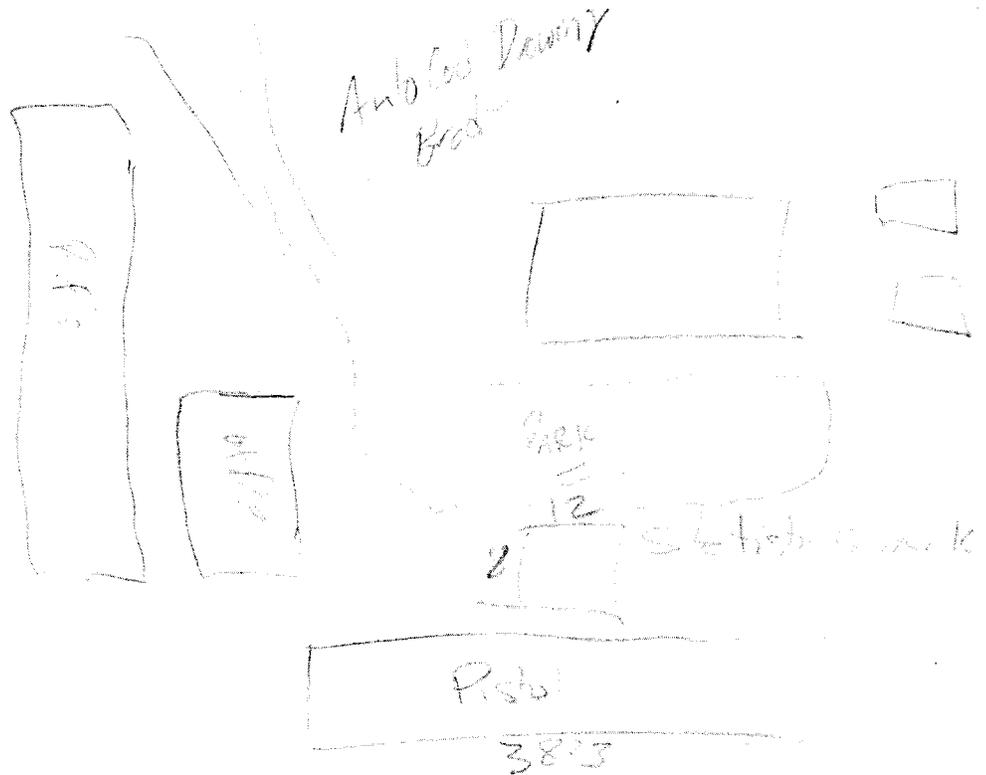


EXHIBIT 5A
HCP REQUIREMENTS

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.

LAND TITLE COMPANY

LEADERSHIP • TRUST • COMMITMENT

Agent for Chicago Title Insurance Company

Title / Recording Dept.

Call/email your questions or concerns to:

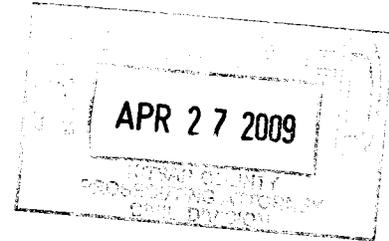
9657 Levin Road NW · Silverdale, Wa 98383

(360)692-2233 or 800-950-4321 Fax: (360)692-2244 email: titlesilv@landtitleco.net

Our File No.: E-230260

Seller Name: Kitsap County

Buyer Name: Kitsap Rifle and Revolver Club



Contacts:

Kitsap County Prosecuting Attorney Office

Attn: Kevin Howell

Phone Number:

614 Division Street

Port Orchard, WA 98366

COMMITMENT FOR TITLE INSURANCE

BY

Chicago Title Insurance Company

Chicago Title Insurance Company, a Missouri Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedule A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligations under the Commitment shall cease and terminate 90 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

WA 2006

Land Title Company of Kitsap County, Inc.
9657 Levin Road NW, Suite #100
Silverdale, WA 98383

Tel: (360) 692-2233
Fax: (360) 692-2244

CHICAGO TITLE INSURANCE COMPANY

James R. Miller
BY *James R. Miller* PRESIDENT
ATTEST
John C. [Signature] SECRETARY



Countersigned: *[Signature]* *[Signature]*
Authorized Signatory

CONDITIONS

The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.

If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.

Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Exclusions form Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

The policy to be issued contains an arbitration clause. All arbitrable matters when the Amounts of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org>>.



IMPORTANT NOTICE

***PLEASE BE ADVISED, THAT
EFFECTIVE MAY 8TH, 2009, THE
KITSAP COUNTY COURTHOUSE
WILL BE CLOSED EVERY
FRIDAY. THIS WILL PROHIBIT
ANY RECORDINGS ON THAT
DAY.***

PLEASE PLAN ACCORDINGLY.

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

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

1. **Effective Date:** April 15, 2009 at 08:00 AM

File No.: E-230260

2. **Policy or Policies to be issued:**

ALTA Owner's Policy (6/17/2006) Standard

Rate:

Amount:
Premium:
Tax:

Proposed Insured:
KITSAP RIFLE AND REVOLVER CLUB, a Washington non-profit corporation

Rate:

Amount:
Premium:
Tax:

Proposed Insured:

Additional Fee:

Fee including tax:

3. **The estate or interest in the land described in the Commitment and covered herein is:**

A Fee

4. **Title to the estate or interest in the land is vested in:**

STATE OF WASHINGTON

5. **The land referred to in this Commitment is described as follows:**

SEE LEGAL DESCRIPTION ATTACHED ON EXHIBIT "A" AND BY REFERENCE MADE A PART HEREOF

COMMITMENT FOR TITLE INSURANCE

Office File No.: E-230260

EXHIBIT "A"

DESCRIPTION:

THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER
OF THE SOUTHEAST QUARTER, SECTION 36, TOWNSHIP 25 NORTH, RANGE 1 WEST, W.M., IN
KITSAP COUNTY, WASHINGTON;
EXCEPT SEABECK ROAD;
AND EXCEPT IMPROVEMENTS LOCATED THEREON.

COMMITMENT FOR TITLE INSURANCE

Office File No.: E-230260

SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

GENERAL EXCEPTIONS:

- A. Rights or claims of parties in possession, or claiming possession, not shown by the Public Records.
- B. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
- C. Easements, prescriptive rights, rights-of-ways, streets, roads, alleys or highways not disclosed by the Public Records.
- D. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the Public Records.
- E. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the Public Records.
- F. Any lien for service, installation, connection, maintenance, tap, capacity or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Record.
- G. Unpatented mining claims, and all rights relating thereto.
- H. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.
- I. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- J. Water rights, claims, or title to water.
- K. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for value the estate of interest or mortgage thereon covered by this Commitment.

FOR SPECIAL EXCEPTIONS, SEE ATTACHED

COMMITMENT FOR TITLE INSURANCE

Office File No.: E-230260

SCHEDULE B-I

SPECIAL EXCEPTIONS:

1. Easement, including its terms, covenants and provisions as disclosed by instrument;
Recorded: June 4, 1985
Recording No: 8506040145
For: road
Affects: portion of said premises
2. Liability for maintenance of roadway as disclosed by instrument recorded under Auditor's File No. 8506040145.
3. An unrecorded Lease dated March 1, 2003 between the State of Washington, Department of Natural Resources, as Lessor and Kitsap Rifle and Revolver Club, as Lessee. Lease expires on February 27, 2018, as disclosed by Application for Title Insurance.
4. Liens of real estate excise sales tax upon any sale of said premises, if unpaid.

Excise tax rate for Kitsap County is 1.78% plus \$5.00.

END SPECIAL EXCEPTIONS

BJS/jt

The following matters will not be listed as Special Exceptions in Schedule B of the forthcoming policy to issue, and there will be no coverage for loss by these matters because they are excluded from coverage by the terms of the policy.

NOTE: In the event there is no activity on this file within six (6) months from the effective date, the cancellation fee may be billed.

MINIMUM CANCELLATION FEE (INCLUDING TAX): \$54.30

NOTE: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06) or ALTA Loan Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

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

Brief Legal: SE/SW & SW/SE 36-25N-1W
Tax Account No.: 362501-1-001-1003 362501-2-001-1001

COMMITMENT FOR TITLE INSURANCE

Office File No.: E-230260

SCHEDULE C

The following are the requirements to be complied with:

1. Instruments necessary to create the estate or interest or mortgage to be insured must be properly executed, delivered, and duly filed for record.
2. The legal description in this commitment is based on information provided with the application and the public records as defined in the policy to issue. The parties to the forthcoming transaction must notify the title insurance company prior to closing if the description does not conform to their expectations.
3. Any sale by a municipal corporation must be made in compliance with the statute, with copies of said compliance submitted for our review and approval before policy is issued.

END SCHEDULE C REQUIREMENTS

INFORMATION

****Kitsap County Auditor Recording Fees****

Effective January 1, 2008

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

** Other charges may apply

Land Title Company & Kitsap County Courthouse 2009 Holiday Schedule

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

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

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

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

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

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

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

Our Policies and Practices Regarding the Sharing of Your Personal Information

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

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

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

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

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

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

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

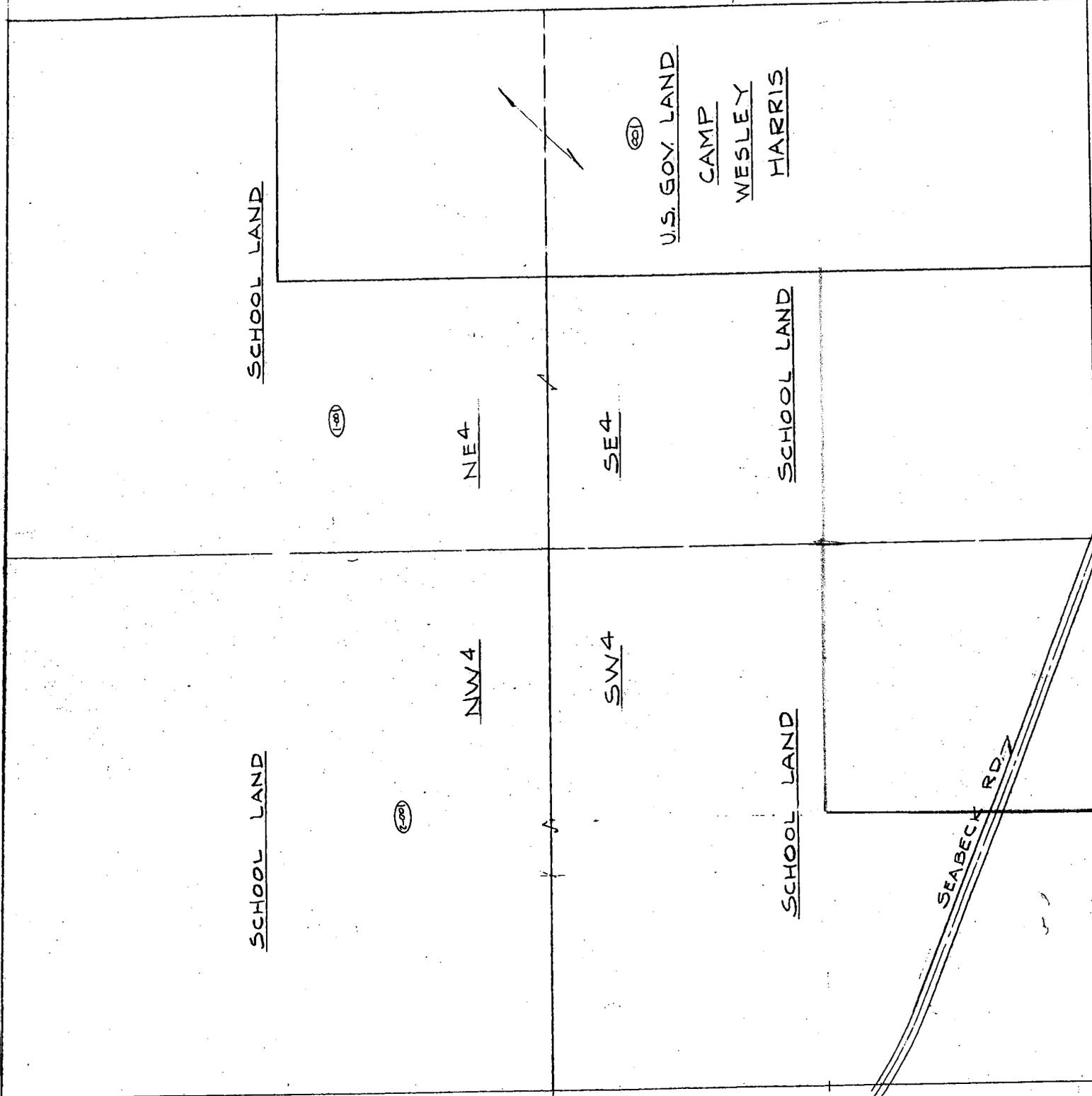
Privacy Compliance Officer
Fidelity National Financial, Inc.
4050 Calle Real, Suite 220
Santa Barbara, CA

Multiple Products or Services

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

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

LAND TITLE COMPANY



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

[\[Click here to Pay by Credit Card\]](#)
[\[Click here to Pay by E-Check\]](#)



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

2009 WEB TAX STATEMENT

Printed: 04/17/2009

STATE SCHOOL LANDS

Account Number	** For Informational Purposes Only **
362501-2-001-1001	Process Number 1279389
	Taxpayer Name: STATE SCHOOL LANDS

GENERAL TAX DISTRIBUTION			
2008		2009	
2008 Total:	\$.00	2009 Total:	\$.00

Tax Property Description
 36251W
 NW1/4 SEC 36 AND SW1/4 SEC 36 (BLDG VALUE CARRIED UNDER ACCT
 NO 362501-2002-1000)

VALUE INFORMATION FOR TAX		
	2008	2009
Land:	\$1,831,870	\$1,755,540
Improvements:	\$0	\$0
TOTAL VALUE:	\$1,831,870	\$1,755,540
TOTAL TAXABLE VALUE: (Land + Improvements minus Qualifying Exemptions)		
	\$0	\$0

Current Taxes		
ASSESSMENT	2008	2009
Asmt Total	\$.00	\$.00

2009 General Property Tax + Assessments = \$.00

TOTAL AMOUNT DUE: No Taxes Owing

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

Voted Rate -- 32.4 % Voter Approved

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

EXCISE TAX WAEMPT

JUN 4 1985

KITSAP COUNTY
TREASURER

4941 St Hwy 303 N.E.
Bremerton Wa 98310

FILED FOR RECORD
REC. BY Ernest Howerton
1985 JUN -4 PM 1:36

EASEMENT

G. HERBIL HUFF
KITSAP COUNTY AUDITOR
DEPUTY m

8506040145

THIS AGREEMENT, made and entered into this 9th day of April May, 1985, by and between ERNEST F. HOWERTON, herein called the "Grantee," and STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called "State," WITNESSETH:

I

The State, for and in consideration of a similar grant hereby grants and conveys to the Grantee, his successors and assigns, a permanent, indivisible easement upon, over and across a location as shown on Plat No. 47116 filed in the office of the Commissioner of Public Lands at Olympia, Washington, a copy of which is attached as Exhibit A, indicating said right of way in green, and by this reference made a part hereof, all in Kitsap County, Washington.

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

II

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

1. This easement is conveyed for the reconstruction, use and maintenance of a road or roads for the purpose of providing access to and from lands now owned or hereafter acquired by the Grantee hereto.

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

2. The State reserves for itself, its successors and assigns, the right at all times for any purpose, to cross and recross at any place on grade or otherwise, and to use said rights of way in a manner that will not unreasonably interfere with the rights granted to the Grantee herein.
3. The State may grant to third parties, upon such terms as it chooses, any or all of the rights reserved by it herein; provided, that use by such party shall be subject to the terms and conditions of this agreement and shall not unreasonably interfere with the rights granted to the Grantee herein.
4. The cost of road maintenance and resurfacing shall be allocated on the basis of respective uses of said roads. When any party uses a road, that party shall perform or cause to be performed, or contribute or cause to be contributed, that share of maintenance and resurfacing occasioned by such use as hereinafter provided. During periods when a road is being used solely by one party, such party shall maintain that portion of said road so used to the standards existing at the time use is commenced. During periods when more than one party is using the same road, or any portion thereof, the parties hereto shall meet and establish necessary maintenance provisions. Such provisions shall include, but shall not be limited to:

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

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

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

8506040145

REEL 3-42R 3:35

5. Each party using any portion of a road shall repair, or cause to be repaired, at its sole cost and expense, that damage to said road occasioned by it which is in excess of that which it would cause through normal and prudent usage of said road. Should inordinate damage to a road occur which is not caused by an authorized user of said road, the parties hereto shall meet to agree upon the cost of replacement, the party to undertake the replacement, and the shares of replacement cost to be borne by each user of said road.
6. Unless the parties hereto agree in writing to share the cost of improvements in advance of such improvements being made, such improvements shall be solely for the account of the improver.
7. The State reserves to itself all timber now on or hereafter growing within the rights of way on its said lands.
8. The Grantee may permit his respective agents, contractors, licensees, lessees, purchasers of timber or other valuable materials, and their agents, hereinafter, individually referred to as "Permittee" and collectively referred to as "Permittees," to exercise the rights granted to him herein: provided, that when the Grantee or one of his Permittees plans to use any portion of said roads for the purpose of hauling timber or other valuable materials, such party shall notify the State at least fifteen (15) days prior to the commencement of use of said rights, advising of the portion of road to be used, the approximate dates when such use will begin and end, and of the approximate volumes of forest products or valuable materials to be hauled and forthwith upon the completion of such use notify the State thereof.

The Grantee shall be required and shall also require each of his Permittees, before using any of said roads to:

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

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

(2) For fern cutters, bough cutters, shake cutters, or other miscellaneous users operating pickup trucks, light trucks (under one (1) ton) or passenger cars for the purpose of transporting miscellaneous forest products, One Hundred Thousand Dollars (\$100,000.00) for injury to one person, Three Hundred Thousand Dollars (\$300,000.00) for any one occurrence, and One Hundred Thousand Dollars (\$100,000.00) property damage for any one occurrence; or

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

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

9. This easement, shall not be assigned without prior written consent of the State, except that this easement may be used by any employee, contractor, or representative of the Grantee hereinabove collectively referred to as Permittee, while engaged in the Grantee's operations.
10. All obligations under this easement which involve the expenditure of funds by the State shall be subject to the availability of such appropriated funds.
11. The State shall notify the Grantee by United States mail, addressed to the address shown on the application for this easement on file in the office of the Commissioner of Public Lands in Olympia, Washington, of any instance of noncompliance with any of the terms and conditions hereof. Such notice will specifically identify the manner of noncompliance herewith. Upon receipt of such notice the Grantee shall immediately take or cause to be taken effective remedial action.

In the event the Grantee does not undertake, or cause to be undertaken, remedial action within fifteen (15) days following receipt of said notice, the State, acting by and through its Area Manager at Enumclaw, Washington, may suspend the Grantee operations on State lands until such time as effective remedial action is taken.

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

Ernest F. Howerton
ERNEST F. HOWERTON

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Brian J. Boyle
BRIAN J. BOYLE
Commissioner of Public Lands

Affix Seal of Commissioner
of Public Lands

App. No. 47116
400576

STATE OF Washington }
County of Kitsap } ss

On this day personally appeared before me Ernest F. Howerton, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged the same as his free and voluntary act and conveyance for the uses and purposes therein mentioned.

Given under my hand and official seal this 23rd day of April 1985.

Pura B. Montromery
Notary Public in and for the State of
Washington, residing at Put Orchard

STATE OF WASHINGTON }
COUNTY OF THURSTON } ss

On this 9th day of May, 1985, before me personally appeared BRIAN J. BOYLE, to me known to be the Commissioner of Public Lands, and ex officio administrator of the Department of Natural Resources of the State of Washington, the Department that executed the within and foregoing instrument on behalf of the State of Washington, and acknowledged said instrument to be the free and voluntary act and deed of the State of Washington for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the official seal of the Commissioner of Public Lands for the State of Washington.

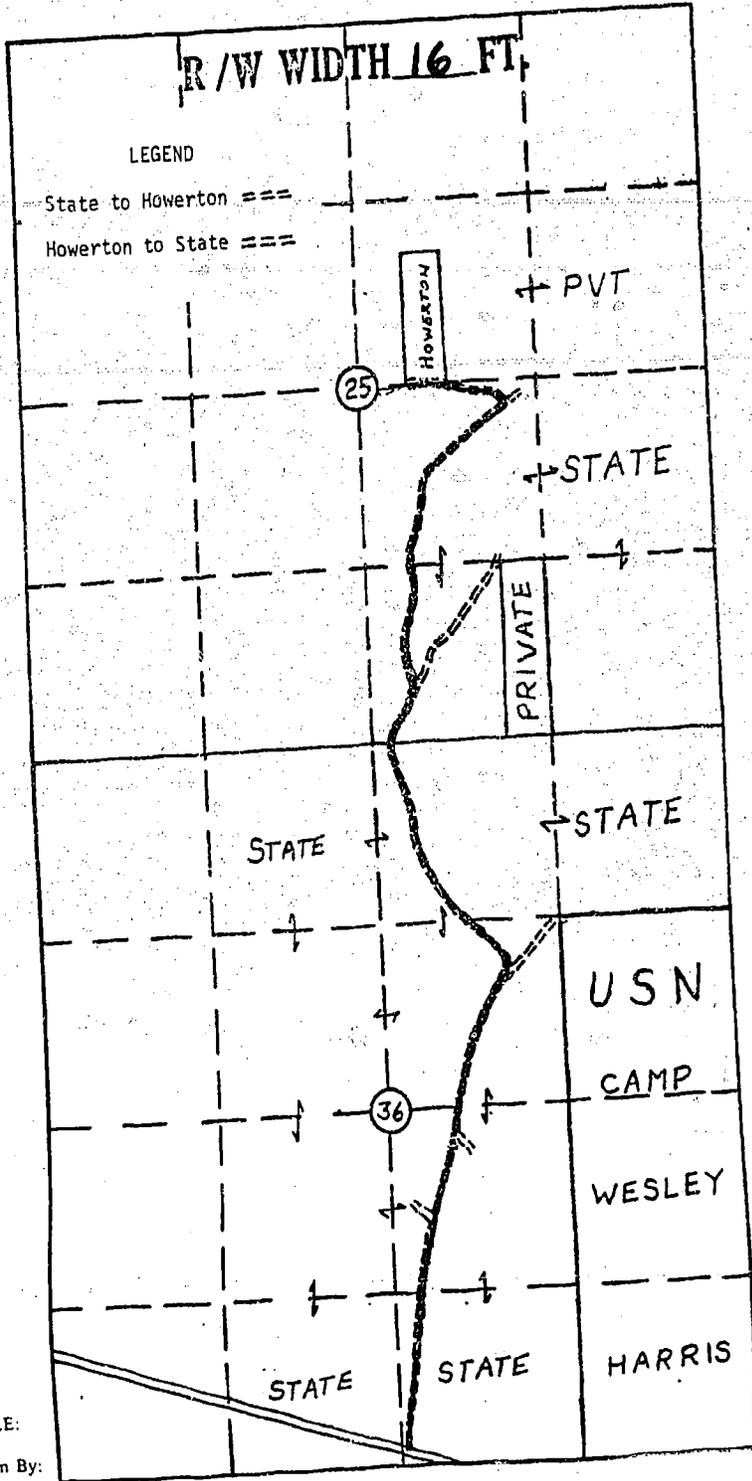
IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year set forth above.

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



STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
(Commissioner of Public Lands)

Application No. _____ County KITSAP
Applicant HOWERTON **EXHIBIT A** Area SOUTH PUGET
TOWNSHIP 25 NORTH, RANGE 1 (W.) W.M.



SCALE:
Drawn By:
Date:

REEL 342FR 338

3506040145

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
DOUG SUTHERLAND, Commissioner of Public Lands

SPECIAL USE LEASE

Lease No. 60-B068979

BY THIS LEASE (hereinafter "Agreement"), the STATE OF WASHINGTON, Department of Natural Resources, (hereinafter "State") leases to KITSAP RIFLE AND REVOLVER CLUB (hereinafter "Lessee") the premises in Kitsap County, Washington, the legal description of which is set forth in Exhibit 1A, upon the terms and conditions and for the consideration enumerated herein. Said premises and rights leased hereby are hereinafter referred to as the "Premises".

SECTION 1 OCCUPANCY

1.01 Lease Term. This Agreement shall commence on March 1, 2003 ("Commencement Date") and expire on February 27, 2018.

1.02 No Warranty of Quiet Enjoyment. State makes no warranty of quiet enjoyment of the Premises.

1.03 Condition of Premises. Lessee has had an opportunity to inspect Premises and enters into this Agreement solely in reliance on Lessee's own examination and not by reason of any representation by State. Premises are accepted in its present condition "AS IS WHERE IS". No reliance shall be placed on any opinion, material, or information provided by or through State, and Lessee does so at its own risk, cost and expense.

SECTION 2 USE OF PREMISES

2.01 Permitted Use. For this Agreement, the following uses and no other uses are permitted:

Intensive use and occupancy containing Lessee's improvements, roads, parking areas, open shooting range, targets, and associated infrastructure.	8 Acres
Timberlands, wetlands and similar resource-oriented lands passively utilized by Lessee to provide buffer and safety zones for Lessee's shooting range.	64.41 Acres

In the event the Lessee desires a change in acreage or use, authorization must be obtained in advance and in writing from the State. Approval may be conditioned upon adjustment of the payment in accordance with changes in acreage or use.

Unrecorded

SECTION 3 PAYMENT

Payments made hereunder will be applied first to interest, then to outstanding or delinquent rent, leasehold tax and other charges owed, then to current rent, leasehold tax, and charges.

3.01 Rent. The Lessee shall pay to the State, at Olympia, Washington 98504, in advance, the required rent of \$7,200.00 for the period of March 1, 2003 to February 27, 2004 and annually thereafter subject to adjustment under Subsection 3.06.

3.02 Leasehold Tax. Lessee shall pay to State, the leasehold tax as set forth in RCW Chapter 82.29A - Leasehold Excise Tax as may be amended. The tax shall be due and payable at the same time the rental charged herein is due and payable.

3.03 No Counterclaim, Setoff, or Abatement of Rent. Rent and all other sums payable by Lessee hereunder shall be paid without the requirement of prior notice or demand by State, and shall not be subject to any counterclaim, setoff, deduction or defense and without abatement. The obligations and liabilities of Lessee hereunder shall in no way be released, discharged or otherwise affected, except as expressly provided in Subsection 13.06 (Condemnation).

3.04 Interest Charged for Past-Due Rent and Other Sums Owed. Lessee shall pay interest at the rate of one percent (1%) per month (or at such higher rate as may be authorized by statute after the Commencement Date hereof), until paid, on rent or other sums owing under the terms of this Agreement commencing the date such rent or other sum is due and payable. In the event State pays any sum or incurs any expense which Lessee is obligated to satisfy or pay under this Agreement, or which is made on behalf of Lessee, State shall be entitled to receive reimbursement thereof from Lessee upon demand, together with interest thereon from the date of expenditure at the rate stated above.

3.05 Late Charge for Failure to Pay. In the event the Lessee fails to make any payment of rent due hereunder upon the date due, the State shall be entitled to collect from the Lessee a late charge equal to six percent (6%) of the amount of the delinquent payment. Any failure to pay rent or any amount specified in this Section 3, or any other amount to be paid by the Lessee under terms of this Agreement within thirty (30) days of the date due, shall be a material default hereunder by the Lessee and such default shall entitle the State to pursue all remedies specified in this Agreement, including the right to terminate this Agreement, though failure to exercise such right shall not be construed as a waiver of the right and thereafter pursue any remedies available at law or equity, including those contained in Chapter 59.12 RCW.

3.06 Adjustment of Rent. Beginning on the fifth anniversary of the Commencement Date, and at intervals of five (5) years thereafter (the "Adjustment Date"), a new annual rental will be established. In no event will the adjusted annual rental be less than the previous annual rental. Adjusted rental values established after the designated Adjustment Date shall be due retroactive to such Adjustment Date. The method for such adjustment shall be selected solely by the State from the following options:

(a) Increase of the current annual rent by the percentage increase in the United States Department of Labor, Bureau of Labor Statistics, "All Items" Consumer Price Index for All Urban Consumers ("CPI"), US City Average (1982-84=100), between the date five (5) years previous to the Adjustment Date and the Adjustment Date, i.e., adjusted rental amount equals current annual rent times CPI as of current Adjustment Date divided by CPI as of date five (5) years previous. In the event the CPI ceases to be published, the State may substitute such other comparable cost of living index as then may be in publication by a comparable governmental agency.

(b) Determination of fair market value of the Premises within six (6) months before or after the Adjustment Date through evaluation of pertinent market evidence by State lease administrator and/or other appropriate State personnel.

(c) Determination of fair market value of the Premises within six (6) months before or after the Adjustment Date through formal appraisal by State's appraiser, certified general appraiser under contract with the State, or such other appraiser as may be agreed to by State. Such appraisal must be performed in accordance with the Uniform Standards of Professional Appraisal Practices (USPAP) as promulgated by the Appraisal Institute.

The market value will be determined exclusive of Lessee's improvements and as though ownership were in fee simple, not encumbered by lease.

Under (b) and (c) above, the new annual rental above shall be computed by multiplying the market value of the Premises by the then current Prime Rate as of the Adjustment Date plus 200 basis points (Prime Rate + 2.0%). The term "Prime Rate" shall mean the Prime Rate as published in The Wall Street Journal from time to time (or the average Prime Rate if more than one is published), any change in such Prime Rate to effect a change in the rate charged hereunder on the date of each such change. If The Wall Street Journal ceases to be published or ceases to publish a Prime Rate, then State shall designate another nationally recognized business publication which publishes such a rate or such rates which does, in the reasonable opinion of State, represent the "Prime Rate" as defined herein.

3.07 Failure to Adjust Not Waiver. Failure of State to adjust rent pursuant to Subsection 3.06 above at the end of any five (5) year period, shall not be a waiver by State of the right to adjust rent at the end of any subsequent five (5) year period. State shall retain the right, for so long as this Agreement remains in effect, to adjust rent as of the end of any five (5) year period, as though all prior adjustments had been made in accordance with the above provisions.

SECTION 4 RESERVATIONS

4.01 Compliance. The State shall have access to the Premises at all reasonable times to determine and secure compliance with this Agreement. Failure to inspect or enforce compliance shall not be construed as a waiver of the State's right to declare a breach, nor relieve Lessee of any liability to the State for any breach of the terms, conditions, or requirements of this Agreement.

4.02 Compatible Uses. State reserves for itself, its successors and assigns, the right at all times for any purpose to cross and re-cross the Premises at any place or grade, to grant easements/licenses over or leases to the Premises, to sell, or otherwise dispose of minerals, coal, oil, timber, gas, or other valuable materials from the Premises insofar as the State's activities on the Premises and any grant of rights the State makes to any person or entity shall not unreasonably interfere with the activities permitted hereunder.

4.03 Non-Default Termination. State reserves the right to terminate this Agreement upon sixty (60) days' written notice in the event the State includes the Premises in a plan for higher and better use, land exchange or sale.

SECTION 5 SPECIAL RESTRICTONS

5.01 Permits and Conformance With Laws.

(a) Lessee shall obtain all building permits and other required permits, licenses, permissions, consents, and approvals from governmental agencies or third parties in connection with this Agreement and Lessee's permitted use including construction of any improvements, changes, alterations, additions, repairs, maintenance to or replacement of the Premises, or for the conduct of any business upon the Premises at the sole cost and expense of Lessee. Copies of such permits, licenses, permissions, consents, and approvals shall be supplied to State on request.

(b) Lessee shall conform to all applicable laws, regulations, permits, orders, or requirements of any public authority affecting the Premises and the use thereof, and shall correct at the Lessee's own cost and expense any failure of compliance created through the Lessee's fault or by reason of the Lessee's use. In no event shall Lessee undertake or suffer any activity to be conducted upon the Premises which constitutes a nuisance or which is a threat to the health or welfare of the general public.

(c) Lessee shall cause all work on the Premises and all business conducted thereon during the term to be performed in accordance with all applicable laws and all directions and regulations of all governmental agencies and the representatives of such agencies having jurisdiction.

5.02 Other Restrictions on Use.

(a) Lessee shall cut no State timber or remove State-owned valuable material, without prior written consent of the State. Prior to State's authorization for the cutting of timber, or removal of valuable material, the Lessee must pay to the State the fair market value of the timber or valuable material, as determined by the State.

(b) Lessee shall take all reasonable precautions to protect the land and improvements on the Premises from fire, make every reasonable effort to report and suppress such fires as may affect the Premises, and shall be subject to applicable fire laws affecting the Premises.

(c) Lessee shall prevent accumulation of equipment parts or "bone yards" on the Premises.

(d) This Agreement does not convey rights to media uses, communication sites, or any use on the Premises other than those expressly stated in this Agreement.

5.03 Habitat Conservation Plan. The Premises are located within an area that is subject to State's Habitat Conservation Plan adopted in connection with Incidental Take Permit No. PRT-812521 (ITP) as supplemented by Permit No. 1168 (Collectively "ITP"). As long as the Habitat Conservation Plan remains in effect, Lessee and all persons acting under Lessee shall comply with the terms and conditions set forth in Exhibit 5A while operating on the Premises. State shall have the right to modify these terms and conditions from time to time to comply with the Habitat Conservation Plan, the ITP, the Endangered Species Act, the implementing regulations, and amendments thereto; or the requirements of the federal agencies administering these laws.

SECTION 6 UTILITIES, TAXES, LIENS

6.01 Utilities and Maintenance. During the term of this Agreement, Lessee shall pay all expenses incurred by Lessee in the use, enjoyment, and operation of the Premises, including, but not limited to, utility charges and all costs of maintaining and repairing the Premises and all improvements thereon whether now existing or hereafter installed. Lessee shall indemnify and hold the State harmless against any loss, liability, or expense resulting from any failure of Lessee to pay all such charges when due.

6.02 Taxes and Assessments.

(a) Lessee shall pay during the term of this Agreement all taxes and other governmental charges of any kind applicable or attributable to the installation of Lessee owned improvements on the Premises, Lessee's leasehold interest therein, and Lessee's use and enjoyment thereof.

(b) Lessee shall pay its prorated share of all assessments that are legally required to be paid now or may be charged during the Agreement term to the Premises or Lessee owned improvements thereon. Lessee shall not cause or suffer the imposition of any assessment upon the Premises without the prior written consent of State. In the event any new assessment is proposed which affects the Premises, Lessee shall immediately notify State of such proposal after Lessee has knowledge or receives notice thereof. Any assessment upon the Premises shall be made in compliance with all applicable statutes, including, but not limited to, Chapter 79.44 RCW.

6.03 Lessee Liens. Lessee shall not suffer or permit any lien to be filed against the State's interest in the Premises, or improvements thereon by reason of work, labor, or services performed thereon or materials supplied to, by or through the Lessee. If any such lien is filed, Lessee shall cause the same to be discharged of record within thirty (30) days after the date of filing or creation of such lien unless other arrangements are authorized in

writing by the State in advance. Lessee shall indemnify the State for any costs, damages or expenses (including attorneys' fees and courts' costs) incurred as a result of such liens or in obtaining their discharge whether such costs, damages or expenses were incurred prior or subsequent to termination or cancellation of this Agreement.

SECTION 7 LESSEES INDEMNITY; INSURANCE REQUIREMENTS

7.01 Indemnity. Lessee releases and shall indemnify and defend (with counsel acceptable to State) State, its employees, officers, and agents from and against any and all claims arising out of the use, occupation or control of the Premises by Lessee, its agents, and employees. A "claim" as used in this subsection means any claim of any nature whatsoever for penalties, financial loss, damages (including but not limited to bodily injury, sickness, disease or death, or injury to or destruction of property, land and other natural resources including the loss of use thereof), costs or expenses (including but not limited to attorney's fees), whether or not resulting in a suit or action or reduced to judgment. This release and the obligation to indemnify shall not be eliminated or reduced by the concurrent negligence of the State, its officials, employees, or agents, except as provided in this subsection. To the extent that RCW 4.24.115 applies, Lessee shall not be required to indemnify State from State's sole or concurrent negligence. Lessee waives its immunity under Title 51 to the extent it is required to indemnify the State herein.

7.02 Insurance Requirements. Lessee shall, at all times during the term of this contract at its cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of the contract at State's option.

All insurance and surety bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by the department's risk manager before the contract is accepted. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

State shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications:

1. Insurers subject to Chapter 48.18 RCW (admitted and regulated by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.
2. Insurers subject to Chapter 48.15 RCW (surplus lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

Before starting work, Lessee shall furnish with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements

specified in the contract and, if requested, copies of 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

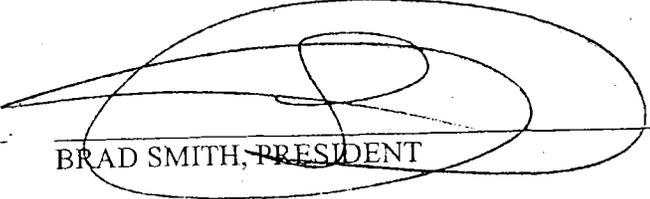
To the Lessee at the address affixed with signature or Lessee's last known address.

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 KITSAP)

I certify that I know or have satisfactory evidence that Brad Smith is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he authorized to execute the instrument, and acknowledged it as the president of Kitsap Rifle and Revolver Club to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 11/12/03

(Seal or Stamp)



Alma M. Singe
NOTARY PUBLIC in and for the
State of WASHINGTON
My appointment exp 9/1/05

**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.

LAND TITLE COMPANY

LEADERSHIP • TRUST • COMMITMENT

Agent for Chicago Title Insurance Company

Title / Recording Dept.

Call/email your questions or concerns to:

9657 Levin Road NW · Silverdale, Wa 98383

(360)692-2233 or 800-950-4321 Fax: (360)692-2244 email: titlesilv@landtitleco.net

Our File No.: E-230260

Seller Name: Kitsap County

Buyer Name: Kitsap Rifle and Revolver Club

Contacts:

Kitsap County Prosecuting Attorney Office

Attn: Kevin Howell

Phone Number:

614 Division Street

Port Orchard, WA 98366

COMMITMENT FOR TITLE INSURANCE

BY

Chicago Title Insurance Company

Chicago Title Insurance Company, a Missouri Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedule A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligations under the Commitment shall cease and terminate 90 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

WA 2006

Land Title Company of Kitsap County, Inc.
9657 Levin Road NW, Suite #100
Silverdale, WA 98383

Tel: (360) 692-2233
Fax: (360) 692-2244

CHICAGO TITLE INSURANCE COMPANY

Alvin M. ...
President
ATTEST
John C. ...
Secretary



Countersigned: *[Signature]*
Authorized Signature

CONDITIONS

The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.

If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.

Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Exclusions form Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

The policy to be issued contains an arbitration clause. All arbitrable matters when the Amounts of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org>>.



IMPORTANT NOTICE

***PLEASE BE ADVISED, THAT
EFFECTIVE MAY 8TH, 2009, THE
KITSAP COUNTY COURTHOUSE
WILL BE CLOSED EVERY
FRIDAY. THIS WILL PROHIBIT
ANY RECORDINGS ON THAT
DAY.***

PLEASE PLAN ACCORDINGLY.

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

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

1. **Effective Date:** April 15, 2009 at 08:00 AM

File No.: E-230260

2. **Policy or Policies to be Issued:**

ALTA Owner's Policy (6/17/2006) Standard

Rate:

Amount:
Premium:
Tax:

Proposed Insured:

KITSAP RIFLE AND REVOLVER CLUB, a Washington non-profit corporation

Rate:

Amount:
Premium:
Tax:

Proposed Insured:

Additional Fee:

Fee including tax:

3. **The estate or interest in the land described in the Commitment and covered herein is:**

A Fee

4. **Title to the estate or interest in the land is vested in:**

STATE OF WASHINGTON

5. **The land referred to in this Commitment is described as follows:**

SEE LEGAL DESCRIPTION ATTACHED ON EXHIBIT "A" AND BY REFERENCE MADE A PART HEREOF

COMMITMENT FOR TITLE INSURANCE

Office File No.: E-230260

SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

GENERAL EXCEPTIONS:

- A. Rights or claims of parties in possession, or claiming possession, not shown by the Public Records.
- B. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
- C. Easements, prescriptive rights, rights-of-ways, streets, roads, alleys or highways not disclosed by the Public Records.
- D. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the Public Records.
- E. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the Public Records.
- F. Any lien for service, installation, connection, maintenance, tap, capacity or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Record.
- G. Unpatented mining claims, and all rights relating thereto.
- H. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.
- I. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- J. Water rights, claims, or title to water.
- K. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for value the estate of interest or mortgage thereon covered by this Commitment.

FOR SPECIAL EXCEPTIONS, SEE ATTACHED

COMMITMENT FOR TITLE INSURANCE

Office File No.: E-230260

SCHEDULE B-I

SPECIAL EXCEPTIONS:

1. Easement, including its terms, covenants and provisions as disclosed by instrument;
Recorded: June 4, 1985
Recording No: 8506040145
For: road
Affects: portion of said premises
2. Liability for maintenance of roadway as disclosed by instrument recorded under Auditor's File No. 8506040145.
3. An unrecorded Lease dated March 1, 2003 between the State of Washington, Department of Natural Resources, as Lessor and Kitsap Rifle and Revolver Club, as Lessee. Lease expires on February 27, 2018, as disclosed by Application for Title Insurance.
4. Liens of real estate excise sales tax upon any sale of said premises, if unpaid.

Excise tax rate for Kitsap County is 1.78% plus \$5.00.

END SPECIAL EXCEPTIONS

BJS/jt

The following matters will not be listed as Special Exceptions in Schedule B of the forthcoming policy to issue, and there will be no coverage for loss by these matters because they are excluded from coverage by the terms of the policy.

NOTE: In the event there is no activity on this file within six (6) months from the effective date, the cancellation fee may be billed.

MINIMUM CANCELLATION FEE (INCLUDING TAX): \$54.30

NOTE: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06) or ALTA Loan Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

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

Brief Legal: SE/SW & SW/SE 36-25N-1W
Tax Account No.: 362501-1-001-1003 362501-2-001-1001

COMMITMENT FOR TITLE INSURANCE

Office File No.: E-230260

SCHEDULE C

The following are the requirements to be complied with:

1. Instruments necessary to create the estate or interest or mortgage to be insured must be properly executed, delivered, and duly filed for record.
2. The legal description in this commitment is based on information provided with the application and the public records as defined in the policy to issue. The parties to the forthcoming transaction must notify the title insurance company prior to closing if the description does not conform to their expectations.
3. Any sale by a municipal corporation must be made in compliance with the statute, with copies of said compliance submitted for our review and approval before policy is issued.

END SCHEDULE C REQUIREMENTS

COMMITMENT FOR TITLE INSURANCE

Office File No.: E-230260

EXHIBIT "A"

DESCRIPTION:

THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER
OF THE SOUTHEAST QUARTER, SECTION 36, TOWNSHIP 25 NORTH, RANGE 1 WEST, W.M., IN
KITSAP COUNTY, WASHINGTON;
EXCEPT SEABECK ROAD;
AND EXCEPT IMPROVEMENTS LOCATED THEREON.

INFORMATION

Kitsap County Auditor Recording Fees

Effective January 1, 2008

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

** Other charges may apply

Land Title Company & Kitsap County Courthouse 2009 Holiday Schedule

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

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

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

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

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

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

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

Our Policies and Practices Regarding the Sharing of Your Personal Information

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

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

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

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

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

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

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

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

Multiple Products or Services

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

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

[\[Click here to Pay by Credit Card\]](#)
[\[Click here to Pay by E-Check\]](#)



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

2009 WEB TAX STATEMENT

Printed:04/17/2009

KITSAP RIFLE/REVOLVER CLUB
 PP 0095885

Account Number
 362501-2-002-1000

**** For Informational Purposes Only ****

Process Number 1279405

Taxpayer Name:
 KITSAP RIFLE/REVOLVER CLUB

GENERAL TAX DISTRIBUTION	
2008	2009
2008 Total: \$0.00	2009 Total: \$0.00

Tax Property Description
 36251W
 BLDG VALUE (LAND VALUE CARRIED UNDER ACCT NO 362501-2-001-1001)

VALUE INFORMATION FOR TAX		
	2008	2009
Land:	\$0	\$0
Improvements:	\$0	\$0
TOTAL VALUE:	\$0	\$0

Current Taxes		
ASSESSMENT	2008	2009
Asmt Total	\$0.00	\$0.00

TOTAL TAXABLE VALUE:(Land + Improvements minus Qualifying Exemptions)
 \$0

2009 General Property Tax + Assessments = \$0.00

TOTAL AMOUNT DUE: No Taxes Owing

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

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

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

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



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

2009 WEB TAX STATEMENT

Printed:04/17/2009

STATE SCHOOL LANDS

Account Number	** For Informational Purposes Only **
362501-2-001-1001	Process Number 1279389
	Taxpayer Name: STATE SCHOOL LANDS

GENERAL TAX DISTRIBUTION			
2008		2009	
2008 Total:	\$.00	2009 Total:	\$.00

Tax Property Description
36251W NW1/4 SEC 36 AND SW1/4 SEC 36 (BLDG VALUE CARRIED UNDER ACCT NO 362501-2002-1000)

VALUE INFORMATION FOR TAX		
	2008	2009
Land:	\$1,831,870	\$1,755,540
Improvements:	\$0	\$0
TOTAL VALUE:	\$1,831,870	\$1,755,540
TOTAL TAXABLE VALUE:(Land + Improvements minus Qualifying Exemptions)		
	\$0	\$0

Current Taxes		
ASSESSMENT	2008	2009
Asmt Total	\$.00	\$.00

2009 General Property Tax + Assessments = \$.00

TOTAL AMOUNT DUE: No Taxes Owing

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

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

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

[\[Click here to Pay by Credit Card\]](#)
[\[Click here to Pay by E-Check\]](#)



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

2009 WEB TAX STATEMENT

Printed:04/17/2009

STATE SCHOOL LANDS

Account Number	** For Informational Purposes Only **
362501-1-001-1003	Process Number 1279280
Taxpayer Name: STATE SCHOOL LANDS	
Tax Property Description	

GENERAL TAX DISTRIBUTION			
2008		2009	
2008 Total:	\$.00	2009 Total:	\$.00

36251W
 NE1/4 EXC THE SE1/4 THOF ALSO W1/2 SE1/4

VALUE INFORMATION FOR TAX		
	2008	2009
Land:	\$1,934,280	\$1,853,690
Improvements:	\$0	\$0
TOTAL VALUE:	\$1,934,280	\$1,853,690
TOTAL TAXABLE VALUE:(Land + Improvements minus Qualifying Exemptions)		
	\$0	\$0

Current Taxes		
ASSESSMENT	2008	2009
Asmt Total	\$.00	\$.00

2009 General Property Tax + Assessments = \$.00

TOTAL AMOUNT DUE: No Taxes Owing

Levy Code 6070 General Levy Rate per \$1000 10.0985

 Voted Rate -- 32.4 % Voter Approved

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

Washington 05202

The United States of America

To all to whom these presents shall come, Greeting:

WHEREAS, There are now deposited in the Bureau of Land Management of the United States an application by the State of Washington and a decision of the Oregon State Office of said Bureau at Portland, Oregon, directing that a patent issue to the State of Washington under the provisions of the Act of Congress approved June 21, 1934 (48 Stat. 1185), entitled "An Act Authorizing the Secretary of the Interior to issue patents to the numbered school sections in place, granted to the States by the Act approved February 22, 1889, by the Act approved January 25, 1927 (44 Stat. 1026), and by any other Act of Congress," for the following numbered school section lands in place, granted for the support of common schools and the title to which vested in the State of Washington under the Act of February 22, 1889 (25 Stat. 676) upon its admission into the Union on November 11, 1889 (26 Stat. 1552):

1048729

Willamette Meridian, Washington.

T. 23 N., R. 1 E.,
 Sec. 16, All;
 Sec. 36, All.

T. 24 N., R. 1 E.,
 Sec. 16, Lots 1 to 6, inclusive, NW $\frac{1}{4}$ NW $\frac{1}{4}$,
 SW $\frac{1}{4}$ SW $\frac{1}{4}$, and S $\frac{1}{2}$ SE $\frac{1}{4}$;
 Sec. 36, All.

T. 25 N., R. 1 E.,
 Sec. 16, Lot 1, NE $\frac{1}{4}$ N $\frac{1}{2}$ S $\frac{1}{2}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, and S $\frac{1}{2}$ SE $\frac{1}{4}$;
 Sec. 36, All.

T. 26 N., R. 1 E.,
 Sec. 16, All;
 Sec. 36, Lots 1 to 9, inclusive.

T. 27 N., R. 1 E.,
 Sec. 36, All.

T. 23 N., R. 2 E.,
 Sec. 16, All.

T. 24 N., R. 2 E.,
 Sec. 16, Lots 1 to 6, inclusive, NW $\frac{1}{4}$ NE $\frac{1}{4}$,
 SW $\frac{1}{4}$ SE $\frac{1}{4}$, and W $\frac{1}{2}$;
 Sec. 36, Lots 1 and 2.

T. 25 N., R. 2 E.,
 Sec. 16, All;
 Sec. 36, Lots 1 and 2.

T. 26 N., R. 2 E.,
 Sec. 16, Lots 4, 5, and 6.

T. 27 N., R. 2 E.,
 Sec. 16, All;
 Sec. 36, Lots 1, 2, and 3, and SW $\frac{1}{4}$ SW $\frac{1}{4}$.

T. 28 N., R. 2 E.,
 Sec. 16, Lots 1 to 5, inclusive, SW $\frac{1}{4}$, and
 SW $\frac{1}{4}$ SE $\frac{1}{4}$.

Patent Number 46-73-0056

REEL 42FR 390

1716W2

Washington: 05202

T. 23 N., R. 1 W.,
Sec. 36, All.

T. 24 N., R. 1 W.,
Sec. 16, All;
Sec. 36, All.

T. 25 N., R. 1 W.,
Sec. 16, Lot 1;
Sec. 36, All.

T. 26 N., R. 1 W.,
Sec. 36, Lots 1 to 6, inclusive, N1/2E1/4,
SE1/4E1/4, and E1/2E1/4.

T. 24 N., R. 2 W.,
Sec. 16, E1/2, SW1/4, and NE1/4SW1/4;
Sec. 36, All.

T. 25 N., R. 2 W.,
Sec. 36, All.

T. 26 N., R. 3 W.,
Sec. 36, Lots 1 and 2, E1/2, SW1/4, and SE1/4SW1/4.

Aggregating 13,652.60 acres;

NOW, THEREFORE, KNOW YE, that the UNITED STATES OF AMERICA, in consideration of the premises, and in conformity with the said Act of Congress of June 21, 1934, and as evidence of the title which was granted to and vested in the State of Washington to the above-described lands on November 11, 1889, for the support of common schools, as aforesaid, and in confirmation of such title for such purpose, HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT, unto the said State of Washington, and to its assigns, the lands above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereto belonging, unto the said State of Washington, and to its assigns forever.



In TESTIMONY WHEREOF, the undersigned authorized official of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1934 (48 Stat. 1964), in and to the effect of the United States, caused these letters to be signed, printed, and the seal of the Bureau to be hereunto affixed:

GIVEN under my hand and the official seal of the Bureau of Land Management, at Washington, D. C., this 17th day of June, 1934.
JOHN W. HENRY, Director
and of my hand and the official seal of the Bureau of Land Management, at Washington, D. C., this 17th day of June, 1934.
W. HENRY

W. HENRY, Director of Land Management
and his special agent

Patent Number 46-73-0056

Filed for Record June 19 1934
Record of State of Washington
TED W. RICHIE, Klamath County Auditor

REC 428 391

171612

EXCISE TAX WAIVEMPT

JUN 4 1985

KITSAP COUNTY
TREASURER

4941 St. Hilary 303 N.E.
Bremerton wa 98310

EASEMENT

9/16

FILED FOR RECORD
REG. BY Ernest Howerton
1985 JUN -4 PM 1:36

E. HERBERT HUFF
KITSAP COUNTY AUDITOR
DEPUTY

THIS AGREEMENT, made and entered into this 9/16 day of Sept May 1985, by and between ERNEST F. HOWERTON, herein called the "Grantee," and STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called "State," WITNESSETH:

8506040145

The State, for and in consideration of a similar grant hereby grants and conveys to the Grantee, his successors and assigns, a permanent, indivisible easement upon, over and across a location as shown on Plat No. 47116 filed in the office of the Commissioner of Public Lands at Olympia, Washington, a copy of which is attached as Exhibit A, indicating said right of way in green, and by this reference made a part hereof, all in Kitsap County, Washington.

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

II

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

1. This easement is conveyed for the reconstruction, use and maintenance of a road or roads for the purpose of providing access to and from lands now owned or hereafter acquired by the Grantee hereto.

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

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

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

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

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

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

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

8506040145

REEL 3-121R 335

Handwritten signature/initials

5. Each party using any portion of a road shall repair, or cause to be repaired, at its sole cost and expense, that damage to said road occasioned by it which is in excess of that which it would cause through normal and prudent usage of said road. Should inordinate damage to a road occur which is not caused by an authorized user of said road, the parties hereto shall meet to agree upon the cost of replacement, the party to undertake the replacement, and the shares of replacement cost to be borne by each user of said road.
6. Unless the parties hereto agree in writing to share the cost of improvements in advance of such improvements being made, such improvements shall be solely for the account of the improver.
7. The State reserves to itself all timber now on or hereafter growing within the rights of way on its said lands.
8. The Grantee may permit his respective agents, contractors, licensees, lessees, purchasers of timber or other valuable materials, and their agents, hereinafter, individually referred to as "Permittee" and collectively referred to as "Permittees," to exercise the rights granted to him herein; provided, that when the Grantee or one of his Permittees plans to use any portion of said roads for the purpose of hauling timber or other valuable materials, such party shall notify the State at least fifteen (15) days prior to the commencement of use of said rights, advising of the portion of road to be used, the approximate dates when such use will begin and end, and of the approximate volumes of forest products or valuable materials to be hauled and forthwith upon the completion of such use notify the State thereof.

The Grantee shall be required and shall also require each of his Permittees, before using any of said roads to:

 - (a) Obtain and during the term of such use, maintain a policy of liability insurance in a form generally acceptable in the trade and customary in the area of said rights of way, insuring said Grantee and/or Permittee against liability arising out of its operations, including use of vehicles. Minimum amounts of insurance shall be:
 - (1) For log haulers, and other miscellaneous users operating heavy trucks (over one (1) ton), Two Hundred Fifty Thousand Dollars (\$250,000.00) for injury to one person, Five Hundred Thousand Dollars (\$500,000.00) for any one occurrence, and Two Hundred Fifty Thousand Dollars (\$250,000.00) property damage for any one occurrence;
 - (2) For fern cutters, bough cutters, shake cutters, or other miscellaneous users operating pickup trucks, light trucks (under one (1) ton) or passenger cars for the purpose of transporting miscellaneous forest products; One Hundred Thousand Dollars (\$100,000.00) for injury to one person, Three Hundred Thousand Dollars (\$300,000.00) for any one occurrence, and One Hundred Thousand Dollars (\$100,000.00) property damage for any one occurrence; or
 - (3) Such other limits as the parties hereto may agree upon in writing from time to time.
 - (b) Deliver to the State a certificate from the insurer of said Grantee and/or Permittee certifying that coverage in not less than the above named amounts is in force and that, in the event of cancellation or modification of such coverage, the insurer will give the State ten (10) days' written notice prior to any cancellation or modification.
9. This easement, shall not be assigned without prior written consent of the State, except that this easement may be used by any employee, contractor, or representative of the Grantee hereinabove collectively referred to as Permittee, while engaged in the Grantee's operations.
10. All obligations under this easement which involve the expenditure of funds by the State shall be subject to the availability of such appropriated funds.
11. The State shall notify the Grantee by United States mail, addressed to the address shown on the application for this easement on file in the office of the Commissioner of Public Lands in Olympia, Washington, of any instance of noncompliance with any of the terms and conditions hereof. Such notice will specifically identify the manner of noncompliance herewith. Upon receipt of such notice the Grantee shall immediately take or cause to be taken effective remedial action.

In the event the Grantee does not undertake, or cause to be undertaken, remedial action within fifteen (15) days following receipt of said notice, the State, acting by and through its Area Manager at Enumclaw, Washington, may suspend the Grantee operations on State lands until such time as effective remedial action is taken.

8506040145

REEL 3427A 336

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

Ernest F. Howerton
ERNEST F. HOWERTON

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Brian J. Boyle
BRIAN J. BOYLE
Commissioner of Public Lands

Affix Seal of Commissioner
of Public Lands

App. No. 47116
400576

STATE OF Washington }
County of Kittitas } ss.

On this day personally appeared before me Ernest F. Howerton
to me known to be the individual described in and who
executed the within and foregoing instrument and acknowledged the same as
in free and voluntary act and conveyance for the uses and purposes
therein mentioned.

Given under my hand and official seal this 23rd day of April
1985.

P. B. Montromney
Notary Public in and for the State of
Washington, residing at 1st Orchard

STATE OF WASHINGTON }
COUNTY OF THURSTON } ss.

On this 9th day of May, 1985, before me personally appeared
BRIAN J. BOYLE, to me known to be the Commissioner of Public Lands, and ex officio
administrator of the Department of Natural Resources of the State of Washington, the
Department that executed the within and foregoing instrument on behalf of the State of
Washington, and acknowledged said instrument to be the free and voluntary act and deed of
the State of Washington for the uses and purposes therein mentioned, and on oath stated
that he was authorized to execute said instrument and that the seal affixed is the
official seal of the Commissioner of Public Lands for the State of Washington.

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

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



**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
DOUG SUTHERLAND, Commissioner of Public Lands**

SPECIAL USE LEASE

Lease No. 60-B068979

BY THIS LEASE (hereinafter "Agreement"), the STATE OF WASHINGTON, Department of Natural Resources, (hereinafter "State") leases to KITSAP RIFLE AND REVOLVER CLUB (hereinafter "Lessee") the premises in Kitsap County, Washington, the legal description of which is set forth in Exhibit 1A, upon the terms and conditions and for the consideration enumerated herein. Said premises and rights leased hereby are hereinafter referred to as the "Premises".

SECTION 1 OCCUPANCY

1.01 Lease Term. This Agreement shall commence on March 1, 2003 ("Commencement Date") and expire on February 27, 2018.

1.02 No Warranty of Quiet Enjoyment. State makes no warranty of quiet enjoyment of the Premises.

1.03 Condition of Premises. Lessee has had an opportunity to inspect Premises and enters into this Agreement solely in reliance on Lessee's own examination and not by reason of any representation by State. Premises are accepted in its present condition "AS IS WHERE IS". No reliance shall be placed on any opinion, material, or information provided by or through State, and Lessee does so at its own risk, cost and expense.

SECTION 2 USE OF PREMISES

2.01 Permitted Use. For this Agreement, the following uses and no other uses are permitted:

Intensive use and occupancy containing Lessee's improvements, roads, parking areas, open shooting range, targets, and associated infrastructure.	8 Acres
Timberlands, wetlands and similar resource-oriented lands passively utilized by Lessee to provide buffer and safety zones for Lessee's shooting range.	64.41 Acres

In the event the Lessee desires a change in acreage or use, authorization must be obtained in advance and in writing from the State. Approval may be conditioned upon adjustment of the payment in accordance with changes in acreage or use.

William [unclear]

SECTION 3 PAYMENT

Payments made hereunder will be applied first to interest, then to outstanding or delinquent rent, leasehold tax and other charges owed, then to current rent, leasehold tax, and charges.

3.01 Rent. The Lessee shall pay to the State, at Olympia, Washington 98504, in advance, the required rent of \$7,200.00 for the period of March 1, 2003 to February 27, 2004 and annually thereafter subject to adjustment under Subsection 3.06.

3.02 Leasehold Tax. Lessee shall pay to State, the leasehold tax as set forth in RCW Chapter 82.29A - Leasehold Excise Tax as may be amended. The tax shall be due and payable at the same time the rental charged herein is due and payable.

3.03 No Counterclaim, Setoff, or Abatement of Rent. Rent and all other sums payable by Lessee hereunder shall be paid without the requirement of prior notice or demand by State, and shall not be subject to any counterclaim, setoff, deduction or defense and without abatement. The obligations and liabilities of Lessee hereunder shall in no way be released, discharged or otherwise affected, except as expressly provided in Subsection 13.06 (Condemnation).

3.04 Interest Charged for Past-Due Rent and Other Sums Owed. Lessee shall pay interest at the rate of one percent (1%) per month (or at such higher rate as may be authorized by statute after the Commencement Date hereof), until paid, on rent or other sums owing under the terms of this Agreement commencing the date such rent or other sum is due and payable. In the event State pays any sum or incurs any expense which Lessee is obligated to satisfy or pay under this Agreement, or which is made on behalf of Lessee, State shall be entitled to receive reimbursement thereof from Lessee upon demand, together with interest thereon from the date of expenditure at the rate stated above.

3.05 Late Charge for Failure to Pay. In the event the Lessee fails to make any payment of rent due hereunder upon the date due, the State shall be entitled to collect from the Lessee a late charge equal to six percent (6%) of the amount of the delinquent payment. Any failure to pay rent or any amount specified in this Section 3, or any other amount to be paid by the Lessee under terms of this Agreement within thirty (30) days of the date due, shall be a material default hereunder by the Lessee and such default shall entitle the State to pursue all remedies specified in this Agreement, including the right to terminate this Agreement, though failure to exercise such right shall not be construed as a waiver of the right and thereafter pursue any remedies available at law or equity, including those contained in Chapter 59.12 RCW.

3.06 Adjustment of Rent. Beginning on the fifth anniversary of the Commencement Date, and at intervals of five (5) years thereafter (the "Adjustment Date"), a new annual rental will be established. In no event will the adjusted annual rental be less than the previous annual rental. Adjusted rental values established after the designated Adjustment Date shall be due retroactive to such Adjustment Date. The method for such adjustment shall be selected solely by the State from the following options:

(a) Increase of the current annual rent by the percentage increase in the United States Department of Labor, Bureau of Labor Statistics, "All Items" Consumer Price Index for All Urban Consumers ("CPI"), US City Average (1982-84=100), between the date five (5) years previous to the Adjustment Date and the Adjustment Date, i.e., adjusted rental amount equals current annual rent times CPI as of current Adjustment Date divided by CPI as of date five (5) years previous. In the event the CPI ceases to be published, the State may substitute such other comparable cost of living index as then may be in publication by a comparable governmental agency.

(b) Determination of fair market value of the Premises within six (6) months before or after the Adjustment Date through evaluation of pertinent market evidence by State lease administrator and/or other appropriate State personnel.

(c) Determination of fair market value of the Premises within six (6) months before or after the Adjustment Date through formal appraisal by State's appraiser, certified general appraiser under contract with the State, or such other appraiser as may be agreed to by State. Such appraisal must be performed in accordance with the Uniform Standards of Professional Appraisal Practices (USPAP) as promulgated by the Appraisal Institute.

The market value will be determined exclusive of Lessee's improvements and as though ownership were in fee simple, not encumbered by lease.

Under (b) and (c) above, the new annual rental above shall be computed by multiplying the market value of the Premises by the then current Prime Rate as of the Adjustment Date plus 200 basis points (Prime Rate + 2.0%). The term "Prime Rate" shall mean the Prime Rate as published in The Wall Street Journal from time to time (or the average Prime Rate if more than one is published), any change in such Prime Rate to effect a change in the rate charged hereunder on the date of each such change. If The Wall Street Journal ceases to be published or ceases to publish a Prime Rate, then State shall designate another nationally recognized business publication which publishes such a rate or such rates which does, in the reasonable opinion of State, represent the "Prime Rate" as defined herein.

3.07 Failure to Adjust Not Waiver. Failure of State to adjust rent pursuant to Subsection 3.06 above at the end of any five (5) year period, shall not be a waiver by State of the right to adjust rent at the end of any subsequent five (5) year period. State shall retain the right, for so long as this Agreement remains in effect, to adjust rent as of the end of any five (5) year period, as though all prior adjustments had been made in accordance with the above provisions.

SECTION 4 RESERVATIONS

4.01 Compliance. The State shall have access to the Premises at all reasonable times to determine and secure compliance with this Agreement. Failure to inspect or enforce compliance shall not be construed as a waiver of the State's right to declare a breach, nor relieve Lessee of any liability to the State for any breach of the terms, conditions, or requirements of this Agreement.

4.02 Compatible Uses. State reserves for itself, its successors and assigns, the right at all times for any purpose to cross and re-cross the Premises at any place or grade, to grant easements/licenses over or leases to the Premises, to sell, or otherwise dispose of minerals, coal, oil, timber, gas, or other valuable materials from the Premises insofar as the State's activities on the Premises and any grant of rights the State makes to any person or entity shall not unreasonably interfere with the activities permitted hereunder.

4.03 Non-Default Termination. State reserves the right to terminate this Agreement upon sixty (60) days' written notice in the event the State includes the Premises in a plan for higher and better use, land exchange or sale.

SECTION 5 SPECIAL RESTRICTONS

5.01 Permits and Conformance With Laws.

(a) Lessee shall obtain all building permits and other required permits, licenses, permissions, consents, and approvals from governmental agencies or third parties in connection with this Agreement and Lessee's permitted use including construction of any improvements, changes, alterations, additions, repairs, maintenance to or replacement of the Premises, or for the conduct of any business upon the Premises at the sole cost and expense of Lessee. Copies of such permits, licenses, permissions, consents, and approvals shall be supplied to State on request.

(b) Lessee shall conform to all applicable laws, regulations, permits, orders, or requirements of any public authority affecting the Premises and the use thereof, and shall correct at the Lessee's own cost and expense any failure of compliance created through the Lessee's fault or by reason of the Lessee's use. In no event shall Lessee undertake or suffer any activity to be conducted upon the Premises which constitutes a nuisance or which is a threat to the health or welfare of the general public.

(c) Lessee shall cause all work on the Premises and all business conducted thereon during the term to be performed in accordance with all applicable laws and all directions and regulations of all governmental agencies and the representatives of such agencies having jurisdiction.

5.02 Other Restrictions on Use.

(a) Lessee shall cut no State timber or remove State-owned valuable material, without prior written consent of the State. Prior to State's authorization for the cutting of timber, or removal of valuable material, the Lessee must pay to the State the fair market value of the timber or valuable material, as determined by the State.

(b) Lessee shall take all reasonable precautions to protect the land and improvements on the Premises from fire, make every reasonable effort to report and suppress such fires as may affect the Premises, and shall be subject to applicable fire laws affecting the Premises.

(c) Lessee shall prevent accumulation of equipment parts or "bone yards" on the Premises.

(d) This Agreement does not convey rights to media uses, communication sites, or any use on the Premises other than those expressly stated in this Agreement.

5.03 Habitat Conservation Plan. The Premises are located within an area that is subject to State's Habitat Conservation Plan adopted in connection with Incidental Take Permit No. PRT-812521 (ITP) as supplemented by Permit No. 1168 (Collectively "ITP"). As long as the Habitat Conservation Plan remains in effect, Lessee and all persons acting under Lessee shall comply with the terms and conditions set forth in Exhibit 5A while operating on the Premises. State shall have the right to modify these terms and conditions from time to time to comply with the Habitat Conservation Plan, the ITP, the Endangered Species Act, the implementing regulations, and amendments thereto, or the requirements of the federal agencies administering these laws.

SECTION 6 UTILITIES, TAXES, LIENS

6.01 Utilities and Maintenance. During the term of this Agreement, Lessee shall pay all expenses incurred by Lessee in the use, enjoyment, and operation of the Premises, including, but not limited to, utility charges and all costs of maintaining and repairing the Premises and all improvements thereon whether now existing or hereafter installed. Lessee shall indemnify and hold the State harmless against any loss, liability, or expense resulting from any failure of Lessee to pay all such charges when due.

6.02 Taxes and Assessments.

(a) Lessee shall pay during the term of this Agreement all taxes and other governmental charges of any kind applicable or attributable to the installation of Lessee owned improvements on the Premises, Lessee's leasehold interest therein, and Lessee's use and enjoyment thereof.

(b) Lessee shall pay its prorated share of all assessments that are legally required to be paid now or may be charged during the Agreement term to the Premises or Lessee owned improvements thereon. Lessee shall not cause or suffer the imposition of any assessment upon the Premises without the prior written consent of State. In the event any new assessment is proposed which affects the Premises, Lessee shall immediately notify State of such proposal after Lessee has knowledge or receives notice thereof. Any assessment upon the Premises shall be made in compliance with all applicable statutes, including, but not limited to, Chapter 79.44 RCW.

6.03 Lessee Liens. Lessee shall not suffer or permit any lien to be filed against the State's interest in the Premises, or improvements thereon by reason of work, labor, or services performed thereon or materials supplied to, by or through the Lessee. If any such lien is filed, Lessee shall cause the same to be discharged of record within thirty (30) days after the date of filing or creation of such lien unless other arrangements are authorized in

writing by the State in advance. Lessee shall indemnify the State for any costs, damages or expenses (including attorneys' fees and courts' costs) incurred as a result of such liens or in obtaining their discharge whether such costs, damages or expenses were incurred prior or subsequent to termination or cancellation of this Agreement.

SECTION 7 LESSEES INDEMNITY; INSURANCE REQUIREMENTS

7.01 Indemnity. Lessee releases and shall indemnify and defend (with counsel acceptable to State) State, its employees, officers, and agents from and against any and all claims arising out of the use, occupation or control of the Premises by Lessee, its agents, and employees. A "claim" as used in this subsection means any claim of any nature whatsoever for penalties, financial loss, damages (including but not limited to bodily injury, sickness, disease or death, or injury to or destruction of property, land and other natural resources including the loss of use thereof), costs or expenses (including but not limited to attorney's fees), whether or not resulting in a suit or action or reduced to judgment. This release and the obligation to indemnify shall not be eliminated or reduced by the concurrent negligence of the State, its officials, employees, or agents, except as provided in this subsection. To the extent that RCW 4.24.115 applies, Lessee shall not be required to indemnify State from State's sole or concurrent negligence. Lessee waives its immunity under Title 51 to the extent it is required to indemnify the State herein.

7.02 Insurance Requirements. Lessee shall, at all times during the term of this contract at its cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of the contract at State's option.

All insurance and surety bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by the department's risk manager before the contract is accepted. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

State shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications:

1. Insurers subject to Chapter 48.18 RCW (admitted and regulated by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.
2. Insurers subject to Chapter 48.15 RCW (surplus lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

Before starting work, Lessee shall furnish with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements

specified in the contract and, if requested, copies of 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
950 Farman Avenue North
Enumclaw, WA 98022

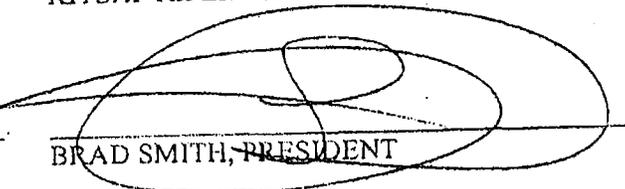
To the Lessee at the address affixed with signature or Lessee's last known address.

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.

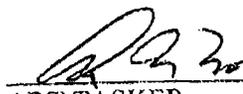

BRAD SMITH, PRESIDENT

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 KITSAP)

I certify that I know or have satisfactory evidence that Brad Smith is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he authorized to execute the instrument, and acknowledged it as the president of Kitsap Rifle and Revolver Club to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 11/12/03

(Seal or Stamp)



Alma M. Singleton
NOTARY PUBLIC in and for the
State of WASHINGTON
My appointment exp 9/1/05

**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 _____

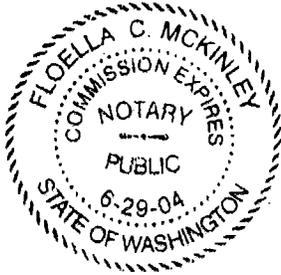


EXHIBIT 1A

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.



“Y... ..”



Executive Summary

Issue Description: *Proposed Land Exchange Between Kitsap County & State Department of Natural Resources.*

Meeting Date: *April 22, 2008 (Executive Session per RCW 42.30.110(1)(b), (c), and/or (i) [Sale or purchase of real estate; potential litigation]).*

Attendees: Kevin Howell, Chip Faver, Matt Keough

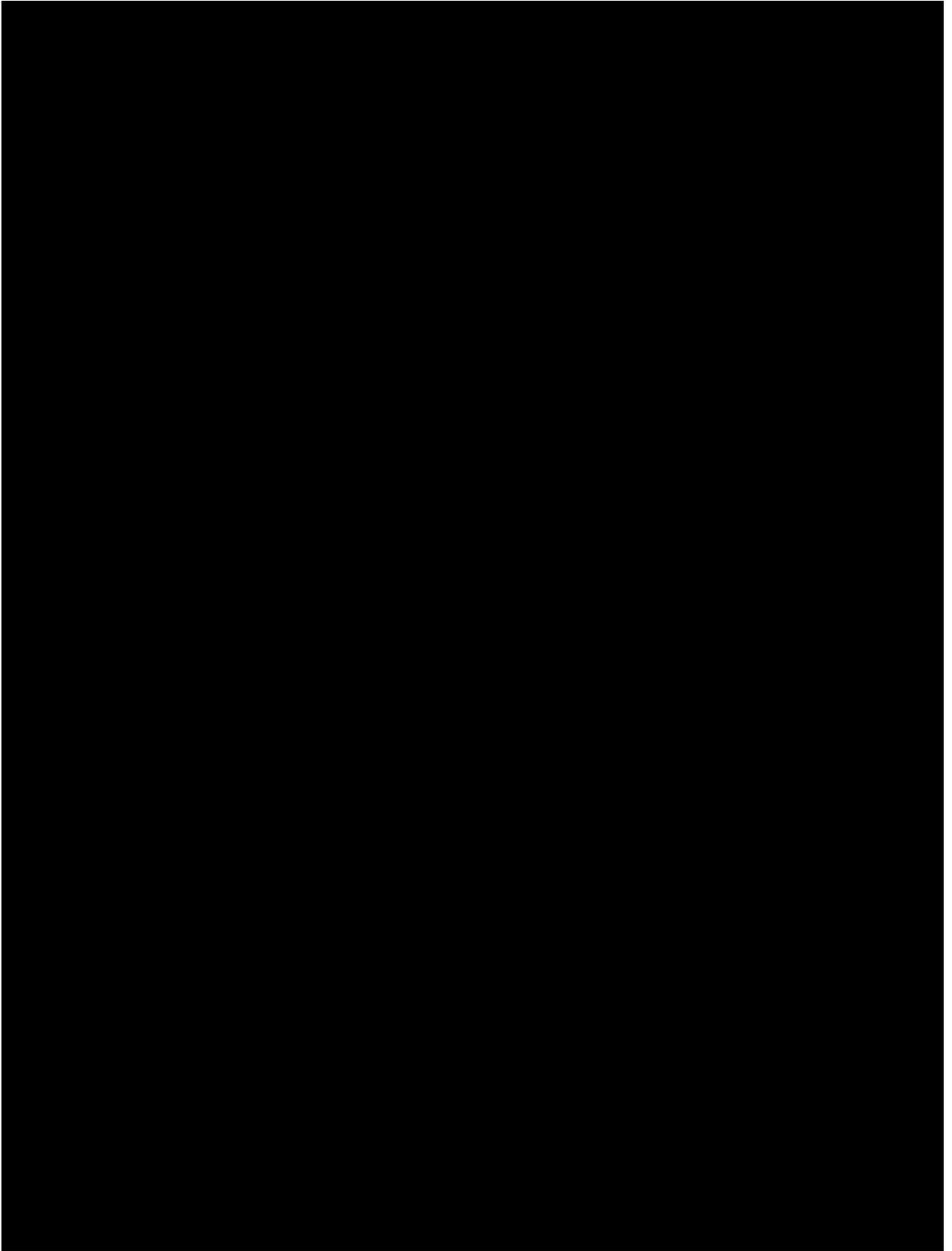
Action Requested At This Meeting: [REDACTED]

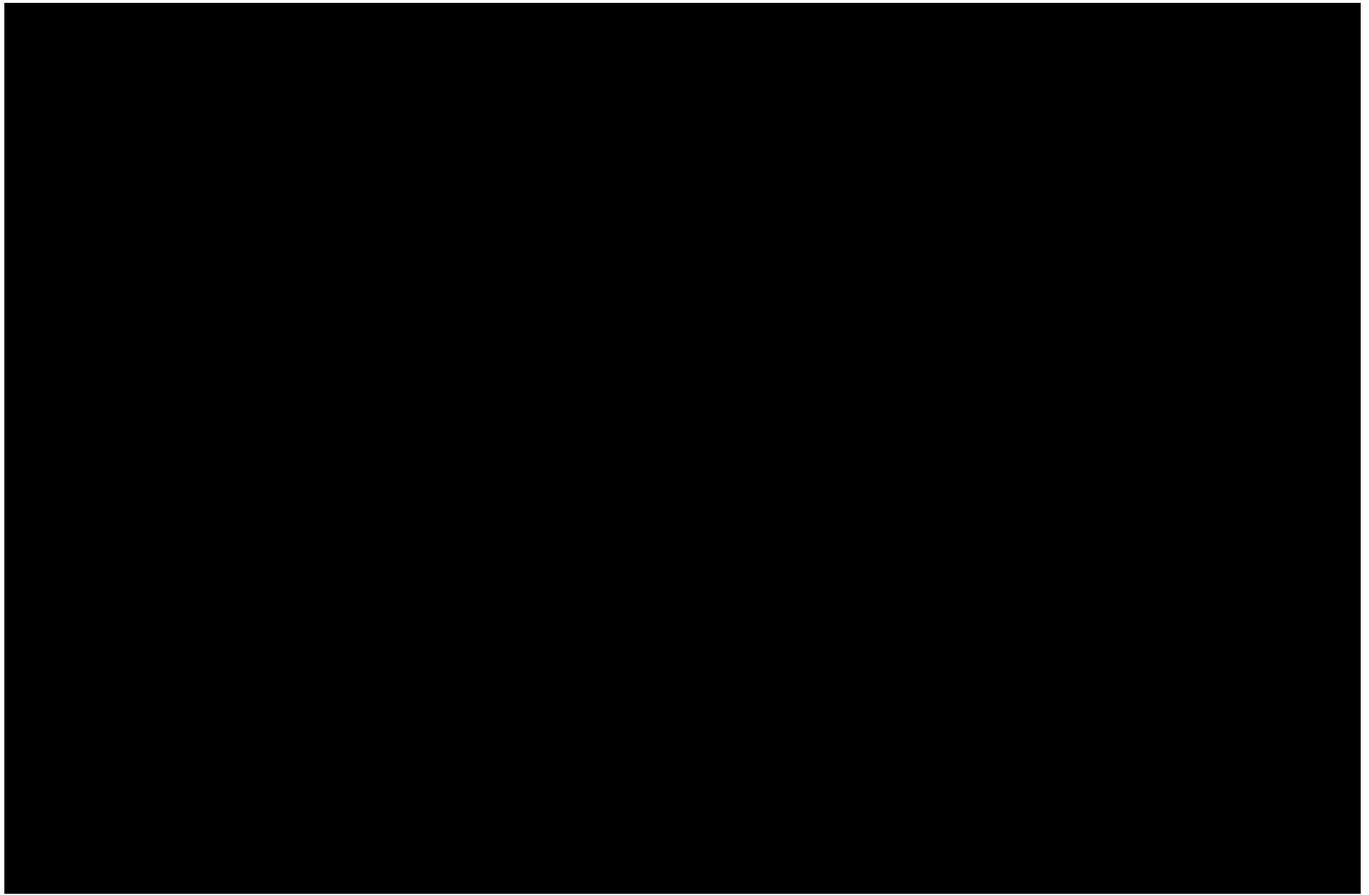
Recommendation:

Justification:

Alternatives:

[REDACTED]







Executive Summary

PLEASE READ:

The purpose of this document is to outline your issue to be presented to the Board of County Commissioners at a Monday PM Brief or Work Study Session. These briefing sessions are designed to introduce or re-affirm an issue to the Board **BEFORE** it is scheduled by the Clerk of the Board for a regular public meeting. These briefs should be succinct (15-20 minute presentations). In addition to recommending a specific course of action, presentations should provide the Board with all pros and cons, potential ramifications, possible alternative actions, fiscal impacts, source(s) of funds and essential timelines. When the Board believes that all salient points have been addressed, the issue will then be referred to the Clerk of the Board for inclusion on a regular public meeting agenda.

Issue Description: ***Proposed Land Exchange Between Kitsap County & State Department of Natural Resources.***

Meeting Date: ***April 22, 2008 (Executive Session per RCW 42.30.110(1)(b), (c), and/or (i) [Sale or purchase of real estate; potential litigation].)***

Attendees: **Kevin Howell, Chip Faver, Matt Keough**

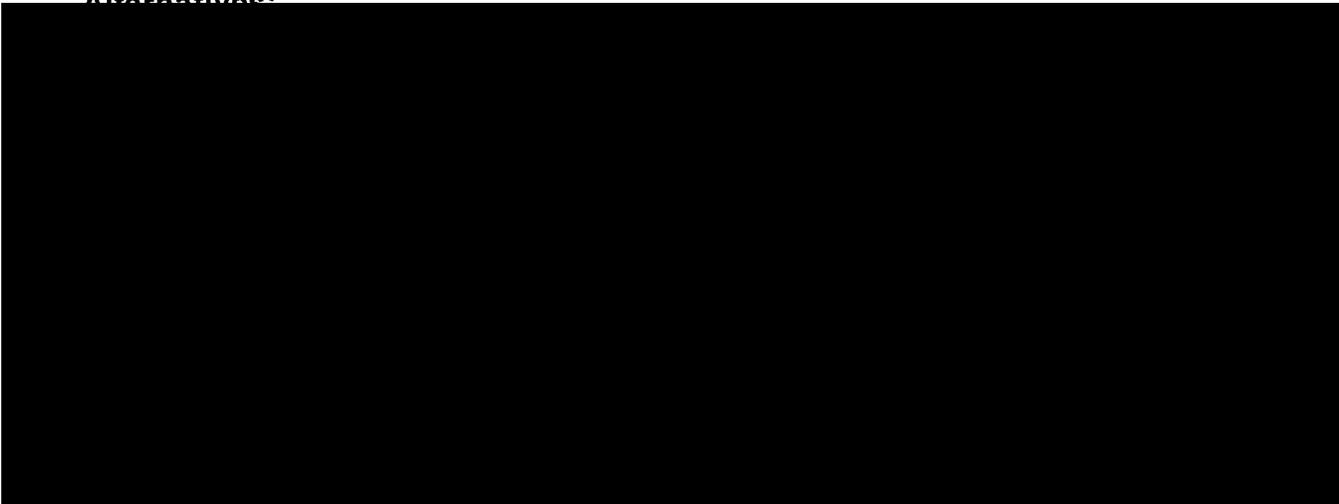
Action Requested At This Meeting: 

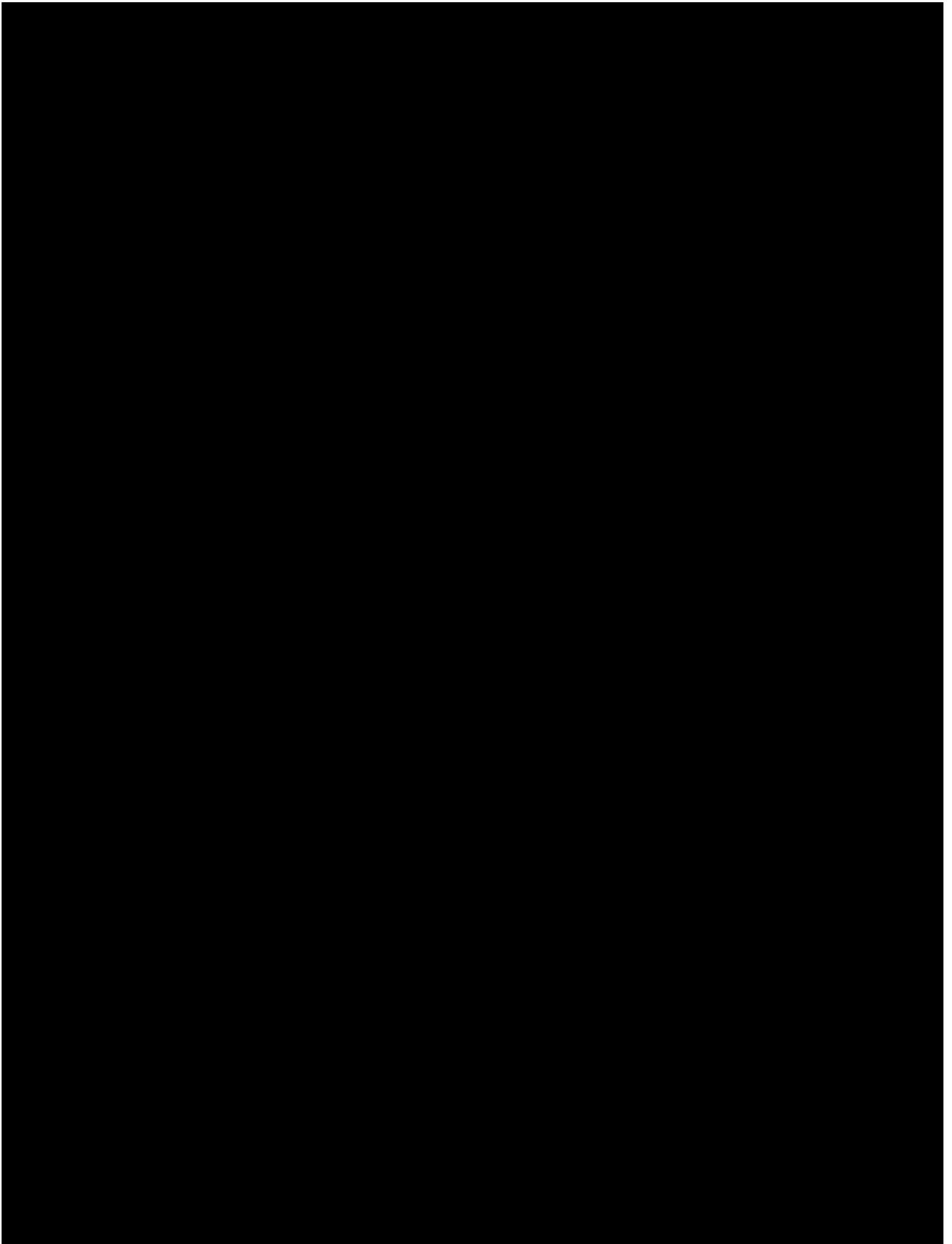


Recommendation:

Justification:

Alternatives:



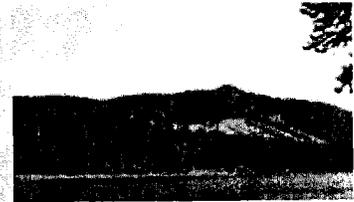






WASHINGTON STATE
Recreation and
Conservation Office

- FAQ
- FEEDBACK
- ACRONYMS
- MAILING LIST
- SITE MAP
- SEARCH



- Recreation and Conservation Funding Board (RCFB) ▶
- Salmon Recovery Funding Board (SRFB) ▶
- Washington Forum On Monitoring ▶
- Washington Biodiversity Council
- Washington Invasive Species Council ▶
- Resources for Reporters
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- Grant Project Maps
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- PRISM ▶
- Natural Resources Information Portal

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About The Recreation and Conservation Funding Board

Established by citizen Initiative 215 in 1964, the Recreation and Conservation Funding Board (formerly the Interagency Committee for Outdoor Recreation [IAC]) helps finance **recreation and conservation projects** throughout the state. The eight-member Board consists of five citizen volunteers appointed by the Governor and three state agency heads.

Since 1964 RCFB has improved the state's quality of life through its investment of public funds in parks, trails, beaches, boating facilities, wildlife habitat, and natural areas.

Membership of the Board is defined by state law (**RCW 79A.25** [State Legislature Web site]).

Citizen Members

- Bill Chapman** , Chair Mercer Island
- Harriet Spanel
- Karen Daubert** Seattle
- Steven Drew** Olympia
- Jeff Parsons** Leavenworth

State Agency Director Members:

- Peter Goldmark Commissioner of Public Lands -
Dept. of Natural Resources
Designee: Steve Saunders
- Rex Derr Director - **State Parks & Recreation Commission**
Designee: Larry Fairleigh
- Phil Anderson Interim Director - **Washington Department of Fish & Wildlife**
Designee: Dave Brittell

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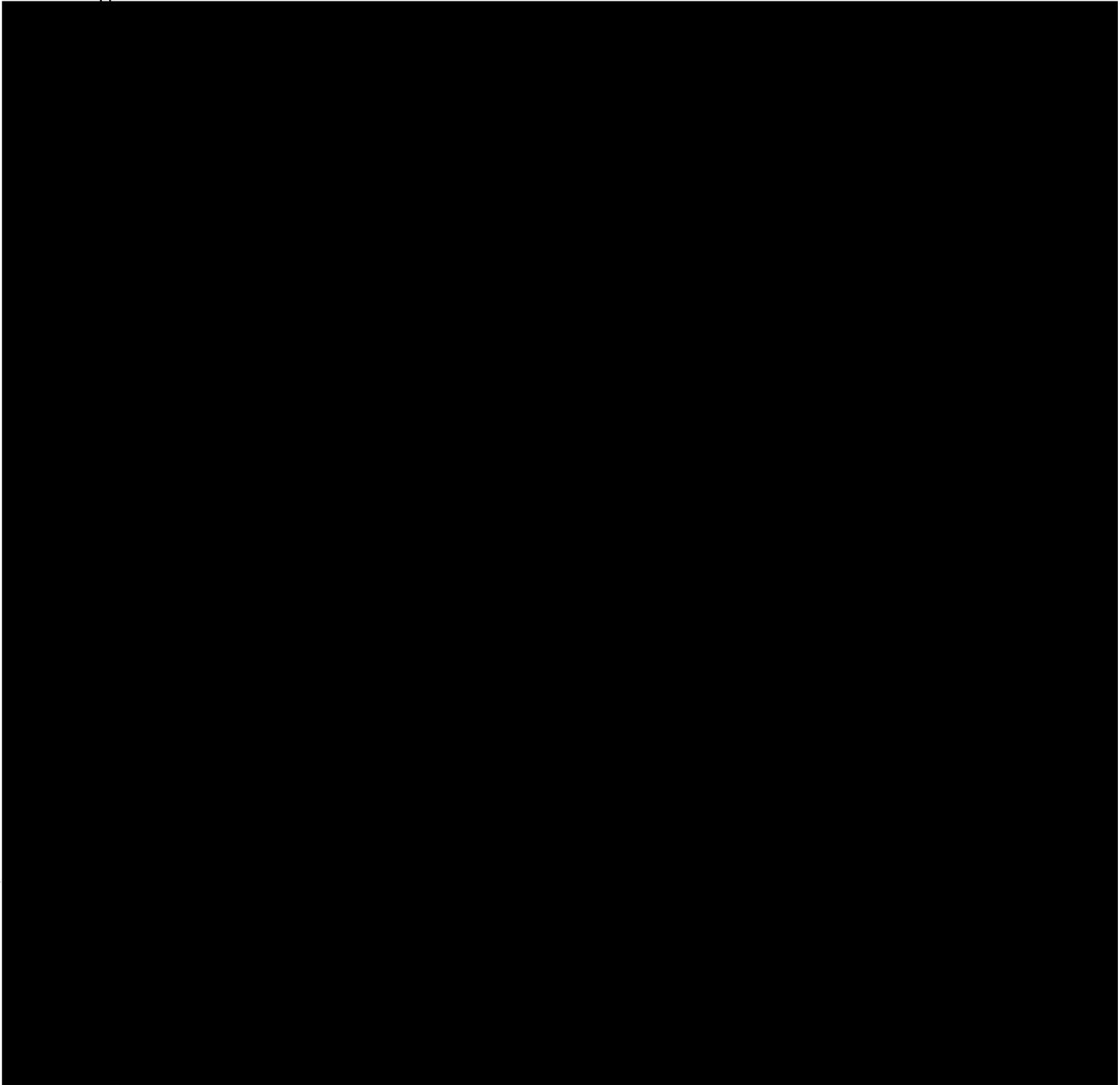
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11

11

WASHINGTON DEPARTMENT OF NATURAL RESOURCES
and
KITSAP COUNTY PARKS and RECREATION

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LETTER OF INTENT
for
EXCHANGE of REAL ESTATE

1.0 Introduction.

This Letter of Intent "LOI" is an expression of the good faith intent of both parties and is not intended to be legally binding on either party. This document nor anything contained herein shall be construed as an actual agreement or contract. Neither party shall be bound to go forward with the proposal until a binding exchange agreement is executed.

Kitsap County Parks and Recreation, herein referred to as "Exchanger", holds and controls many parcels of land in Kitsap County, several acres of which adjoin or otherwise may be desirable for state trust ownership and management. Such lands are shown in Exhibit A and will be referred to in this document as "Exchange Lands".

The State Department of Natural Resources, herein referred to as "State" owns and manages many acres of trust land within Kitsap County and Washington State, several acres of which adjoin or otherwise may be desirable for ownership and management by Kitsap County. Such lands are shown in Exhibit B and will be referred to in this document as "State Lands".

This LOI outlines the anticipated duties, obligations and expectations of Exchanger and State while moving forward with and anticipating a future formalized exchange agreement. The intent of this document is to provide guidance, direction and a framework for formal representations that may be included in any subsequent and binding exchange agreement(s).

2.0 Exchange Properties.

2.1 Exchange Lands.

Exchange Lands are identified in Exhibit A. State is interested in acquiring, through exchange, all or a portion of the properties identified in Exhibit A.

2.2 State Lands.

State Lands are identified in Exhibit B. Exchanger is interested in acquiring, through exchange, some or all of the candidate properties.

Exchange Land and State Land Exhibits may be amended as necessary by Exchanger and State following signing of the LOI. It is anticipated that any Exhibit amendments that might be mutually desired would occur prior to engagement of timber cruise, appraisal, and public outreach. It is the intent of both parties to identify a list of candidate properties that will exceed expected valuation issues and provide for some limited parcel selection flexibility. Exhibits will be dated as amended and final dated Exhibits will be agreed to in writing prior to proceeding with the timber cruise and property appraisal.

3.0 Deeds.

3.1 Exchange Lands shall be conveyed by Statutory Warranty Deed. Exchanger envisions SWD having no reservations. Therefore, all mineral rights along with all existing property rights owned by exchanger will be conveyed and no easement reservations or other reservations of any kind will occur with this transaction.

3.2 State Lands shall be conveyed by Quitclaim Deed signed by the Governor. State envisions quitclaim deeds to have two reservations present on deeds: RCW 79.36.370 regarding access and RCW 79.11.210 regarding minerals. State may be able to exchange State's mineral rights if State is receiving, in State's opinion, equal or superior minerals from the exchanger.

4.0 Title Insurance.

4.1 Exchange Lands.

Exchanger shall provide a preliminary commitment for title insurance to State covering Exchange Lands as soon as possible but within 90 days of acceptance of the final Exhibit A. Exchanger will provide a final title commitment at closing for the exchange. Title insurance will be for the amount of States indicated values (Exchange Value). Exchanger shall be responsible for any fees associated with obtaining the preliminary title commitment and final title insurance. Preliminary title insurance to include all exchange lands under consideration, include legible copies of all encumbrance documents, copies of all deeds for subject properties going back at least 30 years, and include all unrecorded encumbrances which affect the exchange lands.

4.2 State Lands.

State shall provide title records from the State Title and Records Office for State Lands as soon as possible with goal of providing within 90 days of acceptance of final Exhibit B and Exhibit C. State will not provide or pay for a preliminary or final commitment for title insurance for State Lands. Title insurance for State Lands, if desired by Exchanger, shall be the responsibility of the Exchanger.

5.0 Encumbrances.

Exchanger and State shall provide encumbrance documents on respective ownerships as available whether recorded or unrecorded.

Exchanger and State shall each be responsible for identifying and notifying the other party of unacceptable encumbrances on properties being acquired. The affected party will make a good faith effort to clear unacceptable encumbrances or notify the other party if removal will not occur at or prior to closing. Properties with unacceptable encumbrances may be removed from exchange or sale consideration by either party.

6.0 Inventory, Maps and Photos.

Both parties will provide forest stand inventory and aerial photography products as may be available on properties proposed for inclusion in Exhibits A and B as soon as possible but at least 14 days prior to solicitation of timber cruise firms.

7.0 Cruise, Inventory and Appraisal.

In order for State to maintain fiduciary responsibility to trust beneficiaries, State must ensure all appraisals are impartial, objective and meet prescribed standards. To achieve this objective, Exchanger and State agree to the following appraisal procedure.

Unless otherwise agreed in writing, all properties on final Exhibits A and B shall be appraised to USPAP standards by a third party licensed land appraiser agreed upon by State and Exchanger. The selected appraiser will be responsible for the cruise and inventory of timber for all properties on final Exhibits A and B, including sub-contracting of this work with a timber appraiser and reconciling timber and land values to conclude a value presented as a Complete, Self Contained appraisal that supports the appraiser’s highest and best use determination.

In the interest of facilitating the appraisal process, Exchanger agrees to pay appraisal costs. Appraiser will bill Exchanger directly as specified in the appraisal contract. State will not be obligated to reimburse Exchanger for such costs regardless of the outcome of the Exchange. Exchanger and State shall each receive 2 bound paper copies and a CD of the completed appraisal. Exchanger and State will have an opportunity to review the appraisal and jointly submit, through State, comments and concerns to a second appraiser, chosen and paid in the same manner as noted above for the appraiser, who will perform a review appraisal. State and Exchanger agree that the value conclusions of the review appraisal, when accepted by State and Exchanger, will be used as a basis for negotiation of exchange equity.

Deleted: the appraiser for clarification/correction of content and/or conclusions. The final product when accepted by State

State and Exchanger will compile a summary of the legal and physical access to the subject properties starting from county roads and/or state highways which will be provided to the appraiser. The parties will provide the access summary in a reproducible format along with supporting documentation for the exchange lands under their current respective ownerships prior to soliciting

bids for cruise and appraisal work. Access summaries will provide at a minimum the following information: copies of easements whether recorded or unrecorded, names and county road numbers for county roads, RMAP records for roads on subject property and tributary forest lands that would need to be crossed for accessing the subject properties, existing road use permits, status of any gates or locks or persons that might obstruct access to properties for either timber cruisers or parties to the exchange. Exchanger will provide copies of keys for gates if needed for contractor (s) or make alternative acceptable arrangements for ease of access onto all portions of Exhibit A properties.

If Exchanger feels that there are any special or unique features present on either the State or Exchanger lands that might have a substantive effect on value and might be overlooked by a professional appraiser, Exchanger is encouraged to submit information to State prior to issuance of appraisal contract and work assignment.

Appraisal values used by State need to be current within 90 days of presentation to the Board of Natural Resources (BNR). Due to this need for State appraisal to be current, adjustments to parcel values might be necessary after the original State appraisal. Exchanger and State will contract for a third party appraiser to assess and update market value as discussed in Section 7.0, above.

Deleted: may
Deleted: or State may use State appraisal staff to undertake update to appraised values prior to submittal to the Board of Natural Resources. ¶

8.0 “State Administrative Costs Reimbursement”

Exchanger desires to explore this exchange opportunity with State as rapidly as possible and agrees to pay the costs of the Project Manager (Property and Acquisition Specialist 4) and Land Technician (Property and Acquisition Specialist 2) assigned to this transaction. State will establish a project code to track the time spent by the Project Manager and Land Technician on this transaction, billing Exchanger for these costs on a quarterly basis. Costs as calculated for a six month period and at a 50% staffing level are not to exceed \$50,000.

9.0 Exchange Equity.

State shall establish exchange equity based on internal review and acceptance of appraised values. State and Exchanger to propose parcel configurations until each party is satisfied that equitable balance is achieved. State exchange law (RCW 79.17.010) provides that the exchange be of equal value and not reduce the publicly owned forest land base.

10.0 Exchange Agreement.

A binding Exchange Agreement is anticipated to be executed by both parties once exchange equity is achieved. The Exchange Agreement will be in a form substantially as provided by State and shall include standard clauses that identify the terms and conditions of the exchange. The document shall be executed prior to Board review. A copy of the standard template can be provided at this time if desired by the exchanger but the final document will invariably differ somewhat from the template.

11.0 Board Review.

All transactions are subject to Board of Natural Resources review and approval as provided by RCW 43.30.215. The Board is an independent body with full authority over State land transaction proposals. Additionally, the Board acts, by law, as the Board of Appraisers and establishes values for all state trust land leaving State ownership. State shall retain responsibility to present and seek Board approval of the proposed transactions. Exchanger will be notified of Board presentation meetings, but will not be required to participate.

12.0 Taxes and Assessments.

12.1 Exchanger shall be responsible for payment of all taxes and assessments on Exchange Lands prorated to time of closing.

12.2 State shall be responsible for payment of all taxes and assessments on State Lands prorated to time of closing. Land in State ownership is exempt from property tax assessment.

12.3 Exchanger shall pay any excise tax due to Kitsap County at the time of closing.

12.4 Exchange Lands held in Open Space or Forest Land tax designations under RCW 84.33 and 84.34 may be subject to compensating tax upon sale or exchange to a tax exempt agency. Compensating tax exemptions that may apply are identified in RCW 84.33.140(13)(a) and RCW 84.34.108(6)(a). Should exemptions not apply, and compensating tax become due, Exchanger shall be responsible for payment of the tax at closing.

13.0 Public Outreach and Hearing.

State law requires at least one public hearing be held as provided by RCW 79.17.050 before exchanging any state land. State shall be responsible for establishing and conducting such hearings. In addition, State may hold one or more informational public meetings to respond to questions and gain public input. Exchanger will be notified in advance of these proposed meetings and hearings. Exchanger shall provide at least one representative for all informal public meetings although attendance at hearing(s) is optional for exchanger. Exchanger shall also provide State with a contact address, contact person, and phone number that the State can provide to the public or media if they have questions of the Exchanger.

14.0 Miscellaneous.

14.1 Exchanger and State agree to segregate Lands on final Exhibits A and B and reject further management activities such as land and timber sales, leases and easements, unless advance notification is provided to the other party. If timber harvest is projected to occur during calendar year 2009, Exchanger and State to share maps showing locations of future harvest plans for current ownerships and to mutually agree towards how to structure and time the timber cruise to provide accurate and unchanging timber volume data. Outstanding RMAP obligations will be identified by Exchanger and State, and costs to correct accounted for in the property valuation and compensation if necessary addressed in the exchange agreement.

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14.2 Exchanger and State agree to continue to manage respective ownerships to protect the lands from losses such as fire and theft and to maintain compliance with all applicable laws.

14.3 State is not represented by any real estate agent(s) as part of this proposed transaction. State shall not be responsible to pay any fees to any realty agent or broker associated with the proposed transaction.

14.4 Any and all documents in State's possession may be subject to public disclosure under the Public Disclosure Act (RCW 42.17) to include emails, inventory information, draft documents, and correspondence from private or public attorneys. Documents such as some attorney-client legal correspondence and property appraisals may be exempt as provided for in RCW 42.17.310.

15.0 Notices.

15.1 Exchanger Notice.

Matthew Keough, Kitsap County Parks and Recreation, 1200 NW Fairgrounds Road, Bremerton, WA, 98311, 360-337-5357

Deleted: Rick Fackler
Deleted: 380
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15.2 State Notice.

Brad Pruitt, South Puget Sound Region, PO Box 68, Enumclaw, WA, 98022-0068, 360-584-5037.

16.0 Process Time Line.

The following dates are suggested targets and not firm commitments.

- : February 6, 2009 - Finalize and sign Letter of Intent.
- : February 15, 2009 - Compile all access information, photos, and other information in preparation for timber cruise, timber inventory, and land appraisal actions.
- : February 15, 2009 - Cruise and appraisal engagement.
- : March 1-15, 2009 - State holds public meetings and hearings on exchange.
- : April 1, 2009 - Appraisal review initiated and exchange equity negotiated
- : May 1, 2009 - Exchange equity reached between State and Exchanger for Exhibit A and _____ Exhibit B properties and Exchange Agreement signed.
- : June 2, 2009 - Board of Natural Resources approval requested.

: June 30, 2009 - Closing of exchange and concurrent filing of deed of right in favor of Recreation and Conservation Office by Kitsap County.

July 1, 2009 – Commence Reconveyance process as described in section 17.0 of lands identified in Exhibit D and shown on Exhibit C.

17.0 Related Reconveyance

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State and Exchanger agree to initiate the process of reconveyance of State Forest Transfer lands described in Exhibit D and shown on Exhibit C in accordance with RCW 79.22.300. This reconveyance process will commence at the beginning of the 2009 fiscal year, and State and Exchanger agree to complete that process as expeditiously as possible, with the goal that the reconveyance process will be concluded no later than December 31, 2009.

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18.0 Signatures.

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Neither this document nor anything contained herein shall be construed as an actual agreement or contract. This Letter of Intent is not intended to have legally binding effect, but is an expression of the good faith intentions of both parties.

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“Exchanger”

“State”

Kitsap County Parks and Recreation

State of Washington
Department of Natural Resources

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

DRAFT

DRAFT

EXHIBIT A
to
WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES
and
KITSAP COUNTY PARKS AND RECREATION
LETTER OF INTENT

EXCHANGER LANDS
KITSAP COUNTY PARKS AND RECREATION
February 8, 2006

Parcel #	Acreage	Section,	Township,	Range	Common Name
K1	320	11&12	24	1W	Lost Creek
K2	200	11, 12 & 1			

520 acres total

EXHIBIT B
to
WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES
and
KITSAP COUNTY PARKS AND RECREATION
LETTER OF INTENT

STATE LANDS
February 8, 2006

Parcel #	Acreage	Trust	Section,	Township,	Range	Common Name
S1	5	03	25	25	1W	Newberry Hill
S2	520	03	36	25	1W	Newberry Hill

525 acres total

DRAFT

DRAFT

Kitsap/DNR Exchange & Reconveyance

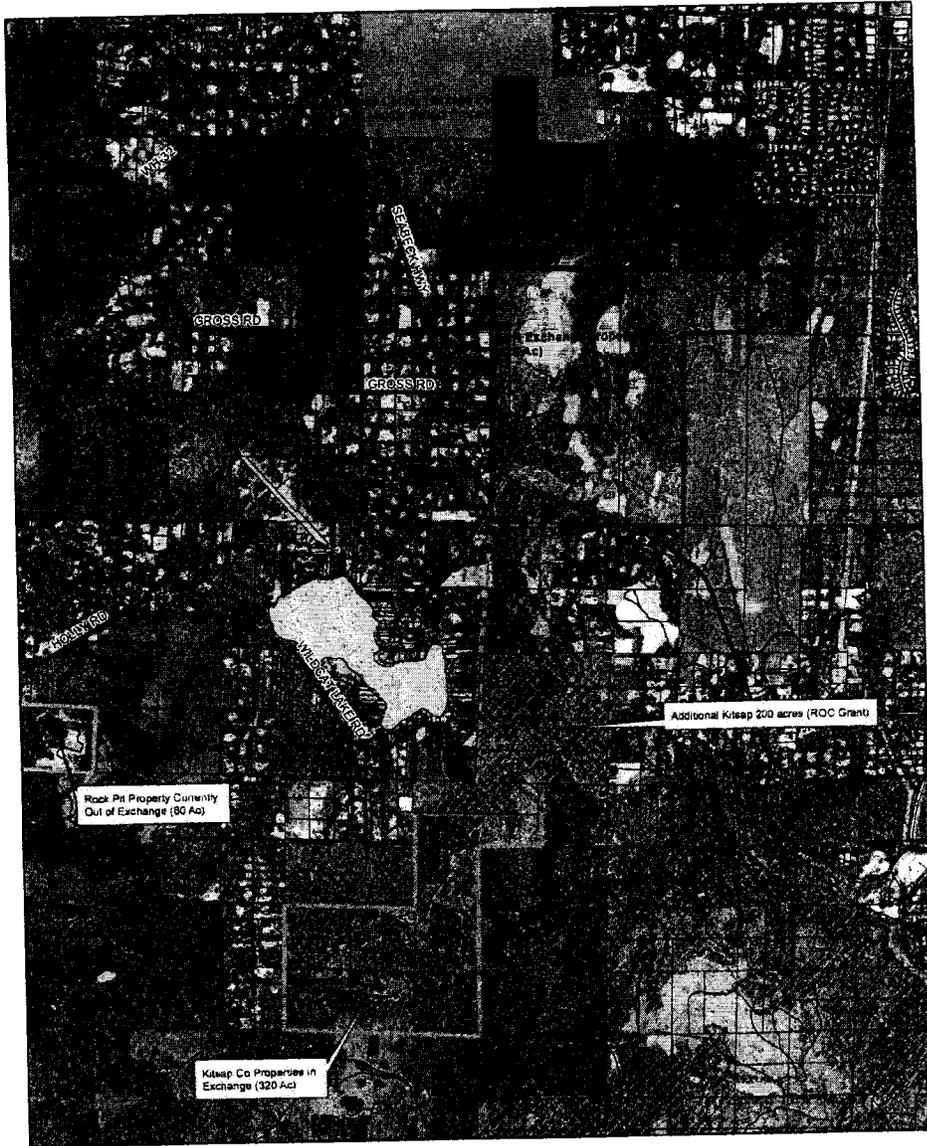


EXHIBIT D
 to
 WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES
 and
 KITSAP COUNTY PARKS AND RECREATION
 LETTER OF INTENT
 RECONVEYANCE LANDS

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LEGAL DESCRIPTION

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In Section 25 Township 25N Range 1W

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PARCEL 1> THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 25 NORTH, RANGE 1 WEST, W.M., KITSAP COUNTY, WASHINGTON. PARCEL 2> THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 25 NORTH, RANGE 1 WEST, W.M., KITSAP COUNTY, WASHINGTON; EXCEPT THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; AND EXCEPT THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 25; EXCEPT THE FOLLOWING DESCRIBED PROPERTY PER AUDITOR'S FILE NO. 9606180003: A PARCEL OF LAND LOCATED IN THE WEST HALF OF SECTION 25, TOWNSHIP 25 NORTH, RANGE 1 WEST, W.M., KITSAP COUNTY, WASHINGTON, BEING THAT PORTION OF THOSE LANDS SURVEYED AND SHOWN ON THAT RECORD OF SURVEY RECORDED JUNE 15, 1996 IN BOOK 43 OF SURVEYS AT PAGE 92, KITSAP COUNTY RECORDS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 25; THENCE S0*59'01 W ALONG THE WEST LINE OF SAID SECTION 25 A DISTANCE OF 2649.15 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 25; THENCE S0*59'57 W A DISTANCE OF 662.19 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE S88*42'55 E ALONG THE SOUTH LINE OF SAID NORTH HALF A DISTANCE OF 175.00 FEET; THENCE N0*59'01 E A DISTANCE OF 1862.59 FEET; THENCE S88*42'55 E A DISTANCE OF 725.00 FEET; THENCE S0*59'01 W A DISTANCE OF 1862.59 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE S88*42'55 E ALONG SAID SOUTH LINE A DISTANCE OF 413.41 FEET; THENCE N1*07'50 E A DISTANCE OF 662.34 FEET; THENCE S88*40'20 E A DISTANCE OF 329.08 FEET; THENCE S1*09'14 W A DISTANCE OF 662.19 FEET; THENCE S88*41'54 E A DISTANCE OF 328.81 FEET; THENCE N1*10'37 E A DISTANCE OF 662.04 FEET; THENCE N1*02'08 E A DISTANCE OF 994.35 FEET; THENCE N88*45'34 W A DISTANCE OF 657.32 FEET TO THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 25; THENCE S1*06'13 W ALONG SAID EAST LINE A DISTANCE OF 993.44 FEET; THENCE N88*40'20 W A DISTANCE OF 45 FEET; THENCE N1*06'11 E PARALLEL WITH AND 45 FEET PERPENDICULARLY FROM THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 25, A DISTANCE OF 2649.38 FEET TO THE NORTH LINE OF SAID SECTION 25; THENCE N88*44'01 W ALONG SAID NORTH LINE A DISTANCE OF 1275.47 FEET TO THE POINT OF BEGINNING. AND EXCEPT ANY PORTION LYING WITHIN THAT PROPERTY DESCRIBED AS SCHOOL TRACT IN SURVEY RECORDED IN VOLUME 43, PAGES 91 THRU 99 OF SURVEYS, RECORDS OF KITSAP COUNTY, WASHINGTON.

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In Section 26 Township 25N Range 1N

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 25 NORTH, RANGE 1 WEST, W.M., KITSAP COUNTY, WASHINGTON; EXCEPT THE WEST HALF OF THE WEST HALF OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER.

From: Matt Keough
To: Droge, Martha; Faver, Chip; Howell, Kevin; Lyman, Terri; Ratliff, El...
Date: 1/27/2009 5:08 PM
Subject: Newberry Hill Exchange LETTER OF INTENT
Attachments: Kitsap LOI 012309.1.26.09.doc



MFK

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

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

Tracey Hamilton-Oril - Fwd: Title Commitment

From: Kevin Howell
To: Chip Faver; Elizabeth Ratliff; Matt Keough; Terri Lyman
Date: 4/16/2009 10:14 AM
Subject: Fwd: Title Commitment
Attachments: 229091.PDF; SuppNo.1.pdf; 20090415192814.pdf; 20090415192935.pdf

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

>>> "Cathie Ames" <cathiea@landtitleco.net> 4/15/2009 4:57 PM >>>
Kevin,

I was under the impression that the Commitment that we had been working on with Terri was for the piece that you were acquiring. However it appears that it is the Port Blakley piece that is being sold instead. I do not have a Title Commitment on the Newberry Ridge/Heritage Park transaction. I have attached a copy of the Title Commitment and some of the supporting documents; for your review.

If you would like to provide Legal Description for the Newberry Ridge/Heritage Park piece we can get started on the Title Commitment for that one also.

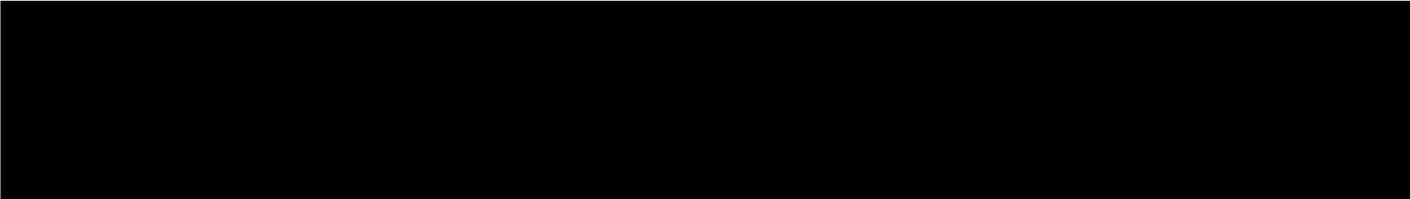
Thank you.

Cathie Ames,
Limited Practice Officer
Commercial Settlement Agent
9657 Levin Road NW
Silverdale, WA 98383
(800) 950-4321
(360) 692-4033
(360) 692-8669 (facsimile)

Tracey Hamilton-Oril - DNR Exchange

From: Kevin Howell
To: Matt Keough
Date: 4/16/2009 9:16 AM
Subject: DNR Exchange
CC: Chip Faver; Tracey Hamilton-Oril

Matt:



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

From: "B. REGINA TAYLOR" <bregina.taylor@comcast.net>
To: <cfaver@co.kitsap.wa.us>, <mkeough@co.kitsap.wa.us>
CC: <kmhowell@co.kitsap.wa.us>, "Bruce Danielson" <brucedan@msn.com>, <car...>
Date: 4/10/2009 4:35 PM
Subject: Meeting on 4-10-09 - KRRC/Kitsap County Dept. of Parks & Recreation (Marcus Carter, B. Regina Taylor, Chip Faver, Matt Keough)
Attachments: 1 AGREEMENT RE SPECIAL USE LEASE -lease amend only - 4-10-09.doc; 2 AGREEMENT RE SPECIAL USE LEASE with option to negotiate in good faith 4-10-09.doc; 3 AGREEMENT RE SPECIAL USE LEASE with option to purchase terms 4-10-09.doc

Chip Faver & Matt Keough:

This email is to follow-up on meeting today. We were very encouraged by the direction that you informed us are the County's goals regarding the KRRC Lease and the Land Exchange.

It is my understanding that the following points were made:

1. Kitsap County would like to "partner" with KRRC to provide a Regional Shooting Facility. Kitsap County agrees with KRRC that working together would be a win-win.
2. There were a number of administrative issues and some erroneous assumptions made about communications that resulted in a shorter timeframe for the process and KRRC finding out about the process at a late juncture.
3. Given the current time table necessary to complete the land exchange and the need to eliminate the potential liability to Kitsap County of owning land with a gun range on it, Kitsap County would like to structure the land exchange to provide a closing in which KRRC will purchase the property outright with the fee to transfer to KRRC immediately after Kitsap County receives the land from DNR.
4. Our goal will be to try to structure the purchase and sale around the 130 acres (including the 72 acres currently under lease) that is requested by KRRC with purchase based on the appraisal for the land purchase exchange, subject to some adjustments and conditions to be negotiated in further detail in the near future. We noted that a North/South orientation for the ranges and 130 acres would create a safer recreational operation.
5. There is a possibility that the purchase will have to be completed in two phases, with 72 acres occurring as part of the land exchange closing and with the remaining approximately 60 acres being completed at a later point.
6. Procedurally, it is believed by the County that under current law, the 72-acre portion under lease will not need to be publicly auction, but that the 60 acres may require a public auction process. Also, both processes will require a public hearing.
7. As for financing, if possible, Kitsap County would prefer to have all of the money at closing but may take a Deed of Trust to help with the transaction. We would look into the possibility of "in kind" payments (i.e. value of services to the Sheriff's Office put toward the amount owed). KRRC is confident that if the Purchase Agreement is signed as soon as possible, we will have no problem getting the funds together in a timely fashion.
8. The preliminary appraisal price is \$4,000 an acre, but that amount is not confirmed until completion of the appraisal review which should occur shortly. We discuss that further negotiation of this price will occur based on some conditions regarding development rights that would occur.

KRRC mention that it was vital that we have the ability to develop the land according to our long-range plan, including a 600-yard rifle range.

9. We discussed how wonderful it would be when (not if) Seattle were to sponsor an Olympics; with this development, KRRC will be in a position to provide a recognized sport venue for the shooting events (which typically medal first).

10. Development of KRRC as an important resource for Kitsap County's community by selling the land and cooperating with the development within the overall plan for this area will have be beneficial because (a) instead of spending County dollars to develop the facility, KRRC will actually put money into County coffers which would enable Kitsap County to purchase more of the land to make the Newberry Hill Heritage Park a reality; (b) KRRC will minimize the risk to the County for the gun range by taking responsibility for the activities on its own land; (c) KRRC and the County will work together toward responsible stewardship of the land being purchased.

11. The "official" public input for the land exchange is being taken by the DNR and ends on April 13, 2009.

12. There will be a meeting on April 15, 2009 for the Parks & Recreation. The Newberry Hill Heritage Park is on the agenda with other important issues. It would be helpful to know that written testimony will be taken up to two weeks after the hearing so that speakers on behalf of the gun club can keep their oral testimony short and to the point. Also, as to the purchase itself, there will be an "official" public hearing on the purchase(s).

13. Kevin Howell, Civil Division of the Prosecuting Attorney, will be handling the sale documents. To assist in expediting the process, KRRC will forward the versions of the Agreement between Kitsap County and KRRC to Kevin Howell, Chip Faver & Matt Keough. (See attachments.)

If I have misunderstood the points made or if there are any additional points you would like to add to the foregoing, please do not hesitate to contact me. I will be following up with Kevin Howell directly to get the Purchase Agreement completed and to iron out more of the details. The parties noted above will be included in all communications as this process goes forward.

Regina Taylor

B. Regina Taylor

9353 Central Valley Rd. NW, Suite 2

Bremerton, WA 98311

Ph. 360-698-5522 Fax 360-698-2584

NOTICE: THIS MESSAGE IS INTENDED FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHOM/WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW.

If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient,

AGREEMENT RE SPECIAL USE LEASE
(Lease Amendment with Agreement to Negotiate Option to Purchase)

THIS AGREEMENT is executed this ____ day of _____, 2009, by and between **KITSAP COUNTY** (hereinafter “County”), and **KITSAP RIFLE AND REVOLVER CLUB**, a not-for profit corporation (hereinafter “KRRC”);

WHEREAS, STATE OF WASHINGTON, Department of Natural Resources (hereinafter “State”), is the owner of certain real property located at 4900 Seabeck Highway N.W., Bremerton, Washington;

WHEREAS, State and County are in the process of completing a Land Exchange for certain real property which includes the area currently leased to the KRRC which will result in the County owning the land;

WHEREAS, the KRRC has expressed its desire to continue the current lease with the understanding that certain provisions of the lease would be extended to a 15-year lease with option to purchase when the property and the lease is transferred to the County;

WHEREAS, the County has agreed that upon receipt of the land upon completion of the Land Exchange that it will agree to the changes requested in the lease, set forth in Part 1 below (Amendment to the Lease);

WHEREAS, the County has agreed to enter into good-faith negotiations to further amend the lease by providing for an Option to Purchase 130 acres, included the leased premises;

WHEREAS, if the Land Exchange is not completed, the State is willing to Amend the Lease pursuant to Part 1 (Amendment to the Lease);

NOW, THEREFORE, the parties agree as follows:

1. **Amendment to the Lease.** The parties agree that when the Land Exchange is complete, the Special Use Lease shall be amended to reflect the following:
 - a. **Removal of the "Early Termination Clause."** Section 4.03 of the lease which provides for the termination of the lease in 60-days for a "higher and better use" shall be deleted.
 - b. **Extension of Lease to a 15-year Lease Ending in 2024.** The lease termination date shall be extended through December 31, 2024.
 - c. **New Lease to be Signed by May 31st, 2009.** A new lease with the amended terms shall be signed no later than May 31st, 2009 by the County. The new lease shall be effective upon signing. The new lease shall continue in full force and effect with no change in conditions or terms unless otherwise agreed by the parties in writing, or as contemplated by this Agreement with the addition of the Option to Purchase.
 - d. **Lease Payment Amounts.** The lease payments due for the current 72 acres shall be paid annually as set forth in the current lease based on the current lease rate of \$7200 per annum. All lease payments shall be applied to the purchase price of the property.
 - e. **Legal Description of Leased Area.** The legal description of the leased area is hereby attached hereto as Exhibit "A", as set forth on the map attached hereto as Exhibit "B".
 - f. **All other terms.** All other terms of the existing lease shall be continued until purchase of the land with the current heavy use area grandfathered.

2. **Option to Purchase.** In addition to the foregoing agreement to amend the lease, the parties agree that upon transfer of the land to the County, as part of the terms of the land exchange, an option to purchase (between Kitsap County and KRRC) shall be signed which will be negotiated in good faith and include the following

terms and conditions:

- a. **Purchase Option.** Kitsap County agrees to sign an option to sell 130 acres to KRRC, the area legally described on **Exhibit A** attached, including the current developed range area, to Kitsap Rifle & Revolver Club, Inc. for a reasonable purchase price \$260,000 (\$2000 per acre).
- b. **Exercise of Option.** KRRC shall exercise its option to purchase no later than three years after execution of the option to purchase;
- c. **Option Area to Remain Undeveloped.** Until the period for exercise of the option has expired, the County will not allow the additional acres covered by the option to be developed by any other entity.
- d. **Completion of Sale.** The sale of all lands to the club will be final prior to the end of the KRRC lease termination in 2024.
- e. **Application of Lease Payments to Purchase Price.** All lease monies collected by the county will be applied to the purchase price of the property.
- f. **No Penalties for Early Purchase.** At any time during the 15-year lease period KRRC may pay the balance in full with no early payoff penalty.
- g. **Property Uses.** The subject property shall remain a shooting range after the sale. The County may need to create one or more parcels for the sale. Zoning and conditional use permits associated with the sale parcel(s) must be consistent with the operation and future expansion of rifle and pistol range activities, including but not limited to the uses shown on **Exhibit C (Map of Future Activities)** attached.

- h. **Sale Price.** Sale price of \$2000 per acre (\$260,000) or at the value determined by the DNR/Kitsap County appraisal associated with the 2009 DNR Newberry Hill Land Exchange, whichever is lower.
- i. **Grandfathered Land Use.** The 8 acres of current heavy use area shall be fully 'grandfathered' with respect to land use restrictions.
- j. **No unreasonable restrictions on Future Land Use.** No unreasonable restriction on fully developing the 122 remaining acres as a range facility
- k. **Execution of Sale Agreement.** Sale agreement to be fully executed prior to April 30, 2009.
- l. **Retention of Conservation Easement.** KRRC may agree to allow Kitsap County to retain a conservation easement which protects some wetlands and wildlife habitats from most forms of development. KRRC may agree to sell residential development rights to the county, reducing the total price paid by KRRC to the county.

3. **Other Terms and Conditions:**

- a. **Safe Operation of Premises.** KRRC agrees to operate the range in a safe and prudent manner.
- b. **Classes for the Public.** KRRC agrees to provide gun safety training, hunter education classes and other classes to the public.
- c. **Acknowledgement re Shooting Sports.** Kitsap County and its

Department of Parks and Recreation hereby acknowledge that shooting sports are a recognized recreational activity. Kitsap County agrees that it will list on its website web-links to all 'open to the public' ranges in the county on parks website and other recreational information publications generated by Kitsap County. (KRRC, Poulsbo Sportsman's Club, Bremerton Trap & Skeet, Bainbridge Is. Sportsman's Club)

- d. **Buffer Area.** Recreation and other uses not compatible with target shooting will not be permitted within the 130-acre lease area. It may be necessary for the county to provide an even larger buffer area adjacent to the lease area to protect public safety.
- e. **Inclusion in Heritage Park Planning.** The long-range Newberry Heritage Parks plan will include KRRC and the shooting range as a recognized, (mapped) element requiring special consideration from other recreational uses.
- f. **Priority of Existing Use.** Due to the long-standing use of the area as a shooting range managed by KRRC, all other recreational uses and county-supported recreational improvements and development will be subordinate to use of the existing lease area as a shooting ranges managed by KRRC.
- g. **Long-term Commitment to Support Shooting Sports.** Kitsap County Parks and Recreation recognizes that the signing of the 15-year lease with KRRC evidences a long-term commitment by the county to support its

citizens in the shooting sports as a recreational activity within the Newberry Hill Heritage Park/Central Kitsap Greenway area. The County will begin any Land Use planning activity associated with those properties with the assumption that the target shooting range is the **PREFERRED LONG-TERM USE OF ALL LANDS WITHIN THE EXISTING LEASE AREA.**

h. **Support for Land Exchange.** Based on the foregoing agreed terms, KRRC whole-heartedly supports the DNR land exchange.

3. **Warrant of Capacity to Execute Settlement Agreement.** The parties represent and warrant that that they have the full right and authority to execute this Agreement as set forth herein.

4. **No Reliance on Statements.** Except as otherwise provided herein, the parties acknowledge that this Agreement is made solely for the consideration specified herein, without reliance on any statement or representation of either party, their agents or representatives.

5. **Agreement to Cooperate.** The parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

6. **Binding Agreement.** The terms of this Agreement are contractual and not a mere recital. This release shall bind the heirs, personal representatives, successors and assigns of the parties.

7. **Attorney's Fees.** In the event of any legal action to enforce the provisions of this Release, the prevailing party therein shall recover costs and reasonable attorney's fees.

IN WITNESS WHEREOF, the parties hereto have executed this document on the ____ day of _____, 2009.

STATE OF WASHINGTON)
:
COUNTY OF KITSAP)

On this day personally appeared before me _____ to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he or she was authorized to and signed the same as the free and voluntary act and deed of said organization for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this ____ day of _____, 2009.

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

My commission expires: _____

STATE OF WASHINGTON)
:
COUNTY OF KITSAP)

On this day personally appeared before me _____, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he or she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this ____ day of _____, 2009.

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

My commission expires: _____

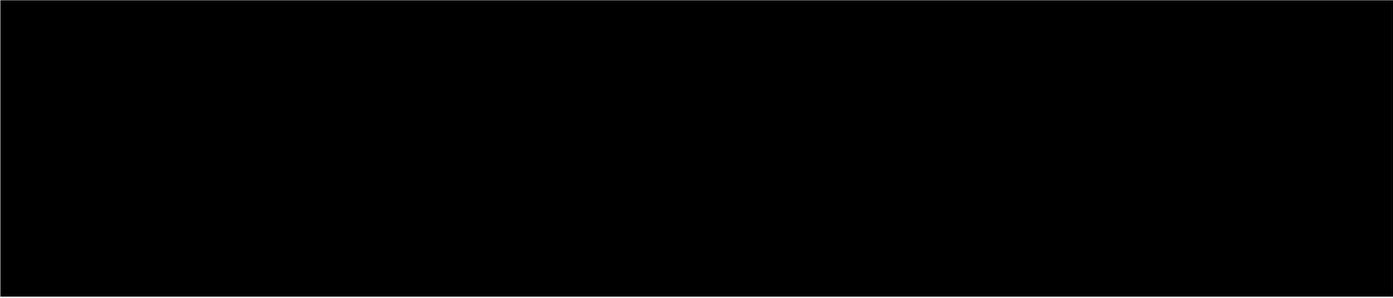
Tracey Hamilton-Oril - Re: Land Exchange Meeting

From: Kevin Howell
To: Marsha Richards
Date: 3/31/2009 8:01 AM
Subject: Re: Land Exchange Meeting
CC: Chip Faver; Mark Abernathy; Matt Keough; Tracey Hamilton-Oril



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

>>> Marsha Richards 3/30/2009 3:00 PM >>>
Kevin,



Thanks!

State Will Have Final Say in Sale of Land to Gun Club

Kitsap Sun

State Will Have Final Say in Sale of Land to Gun Club

By Brynn Grimley
Wednesday, May 13, 2009

CENTRAL KITSAP —

A state review in June is the next step in finalizing the sale of 72 acres of public land to the Kitsap Rifle and Revolver Club.

Gun club officers and county commissioners signed a document Wednesday stating the county's intent to sell the property to the club.

The county first needs to officially acquire the land from the state Department of Natural Resources. The commissioners took a step in that direction Wednesday, approving a contract with the state on the land exchange, which would help create the 1,000-acre Newberry Hill Heritage Park.

The state's Board of Natural Resources will make the final decision on the land swap and property sale at a June 2 meeting.

By signing the deed Wednesday, the county and gun club members agreed to a number of conditions that will be placed on the land to ensure its longevity as a shooting facility. They also agreed the property, in its current state, is worth less than \$2,500.

The decision to sell the land for less than \$2,500 was made with the public's best interest in mind, said Matt Keough, county parks planning project manager.

"They are putting numerous restrictions on the property to protect the public interest," he said.

Keough said some residents are concerned over the county selling public land at a cheap price. But, the stipulations placed on the land through the deed have a significant effect on the value of the property, he said.

Some of the conditions include a requirement that the land will always be used as a shooting facility, that it will be run by a nonprofit agency and will be open to the public, and that it will uphold some of the requirements of its lease with the state.

Existing requirements include habitat conservation plan provisions and riparian management zone provisions. The club will also continue to follow state environmental regulations, including those prescribed by the Environmental Protection Agency and the county.

These assumptions were also used to assess the value of the land, resulting in the determination that the

property was worth less than \$2,500, Keough said. The \$2,500 amount is important because it is the legal threshold for holding a public auction for the sale of public land.

Had the appraisal come in higher than \$2,500, the county would have been required to put the 72 acres up for auction, Keough said. The details of the appraisal will not be made available until after the state makes its decision on the sale.

Keough said, however, that had the land been appraised at market value, the cost to restore it to its natural state for the heritage park would be more than the property is worth.

Because the county will own the land momentarily before it is signed over to the gun club, language was added to the deed excluding the county from any liability associated with the property.



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Commissioners Set to Discuss Newberry Land Swap

Kitsap Sun

Commissioners Set to Discuss Newberry Land Swap

By Brynn Grimley
Sunday, May 10, 2009

CENTRAL KITSAP —

County commissioners are expected to review two items key to a proposed land swap in Seabeck during a meeting Monday.

The board will review a contract with the Department of Natural Resources that would moves forward a land swap between the county and the state. The swap would allow the county to create a 1,000-acre heritage park.

Approval of the contract would send the document to the state's board of natural resources, which would review the land swap and make a decision on the proposed exchange. If things go as planned, the land swap could be finalized as early as June 2.

The board will also review a resolution to sell 72 acres to the Kitsap Rifle and Revolver Club, which has been leasing the land for 83 years.

The gun club had asked the county to sell an additional 60 acres of the park land for its use. For that to happen the county will have to go through an extensive public process, something Faver said would be handled in the future.

The board meeting starts at 7 p.m. at the county administrative building, 614 Division Street.



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Gun Club, County Looking Into Land Sale

Kitsap Sun

Gun Club, County Looking Into Land Sale

By Brynn Grimley

Originally published 10:15 a.m., April 16, 2009

Updated 10:15 a.m., April 16, 2009

CENTRAL KITSAP —

Kitsap County is interested in selling the land that the Kitsap Rifle and Revolver Club sits on to the 83-year-old gun club.

That's the message county parks and recreation officials had for gun club supporters who turned out to a parks and recreation advisory board meeting Wednesday night.

"The interest is moving toward selling the land," said parks planning project manager Matt Keough. "Our prosecuting attorney strongly recommends selling the land."

Much has changed since more than 200 gun club supporters overwhelmed a public meeting held by the Department of Natural Resources March 18 to explain a proposed land swap between the county and the state. The swap would allow the county to create a 1,000-acre heritage park.

Club members turned out in force to make sure the 72-acre shooting facility, which sits on state land, wasn't lost in the shuffle.

Since then the club's attorney, B. Regina Taylor, and range executive officer Marcus Carter have met with county officials to discuss the options available to ensure the club's longevity.

"Selling the land is the very best option for everybody," Carter said.

The club would like to purchase the existing 72 acres it sits on, as well as an additional 60 acres, he said.

The added space would allow the club to upgrade its facilities and change the direction of its rifle shooting range to the north. The change would reduce noise heard by neighbors.

Legal details need to be finalized before the county can commit to the sale, and more information is needed to determine if the county can sell the additional 60 acres at the time of the land swap, said county parks and recreation director Chip Faver.

Taylor believes the county can legally sell the additional land at the time of the swap.

Time to finalize these decisions is winding down as the county and state move forward.

A recent appraisal indicates the county will swap approximately 522 acres of the 623 acres it owns in the Chico Creek Watershed for 520 acres of State School Trust Land.

The county purchased the 623 acres using grant money and real-estate excise tax dollars a few years ago with the intention it would eventually exchange the property to create the heritage park, Keough said.

In total, the county hopes to acquire a combined 800 acres of DNR land that runs from Klahowya Secondary School south to Seabeck Highway near Camp Wesley Harris.

The parcels will be added to the county's existing Newberry Hill property, which is close to 300 acres, to create the 1,000-acre park.

The county parks advisory committee voted unanimously to recommend county commissioners go forward with the land swap. Members also created a second motion to show support for the sale of the gun club property, which passed unanimously with one abstention.

The land swap is expected to be finalized by the end of June.



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Kitsap Gun Club One Step Closer to Land Ownership

Kitsap Sun

Kitsap Gun Club One Step Closer to Land Ownership

By Brynn Grimley
Monday, May 11, 2009

PORT ORCHARD — The Kitsap Rifle and Revolver Club is one step closer to owning the 72 acres it occupies, after county commissioners approved a resolution to sell the property to the 83-year-old club Monday night.

The final sale will be made in June, when the state and county execute a land swap that will create a county-owned, 1,000-acre heritage park off Newberry Hill Road near Seabeck.

A full house of gun club supporters at Monday's meeting applauded the board for unanimously approving the resolution.

"It's just wonderful to see a win-win," said Marcus Carter, executive officer of the Rifle and Revolver Club. "The private sector and the government are doing what they're supposed to do."

Since learning of the club's intention to purchase the land it leases from the state, county attorneys have worked with the gun club's attorney to find a solution both agencies can agree on.

That included appraising the land to determine its worth. As a part of the larger land swap process, the state and county appraised the acres being considered for the land swap to make sure it was a fair trade.

The county had the gun club property appraised in two ways.

One appraisal looked at the market value of the land, if it were not being used as a shooting range facility.

The second appraisal looked at the use of the land with assumptions. Those included the fact that the property has been used as a shooting facility for 83 years and that it will continue to be used as a shooting range in the years to come. Another assumption was that a nonprofit agency— the Rifle and Revolver Club — would continue to run the facility.

Using those assumptions, the appraisal price for the 72 acres came in under \$2,500, according to Matt Keough, with the county's Parks and Recreation Department.

The appraisal price will not be public until the county and club sign the deed, he said.

"The goal was not to get the property devalued in some way," said Chip Faver, Parks and Recreation director, about the county's appraisal process.

"The goal was to put assumptions in place that would provide an appraisal true to the property's purpose and function."

With the board's approval Monday, the next step for the club and county is to review the deed to the land to make sure conditions placed on the land by the county are agreeable to the club.

Conditions include a requirement that the 72 acres will always be used as a shooting range facility. Another condition includes the requirement that environmental best management practices will be used on the site to handle lead and other environmental impacts on the land.

Attorneys for the county and club are expected to meet Tuesday, and if everyone is in agreement, the board could sign the deed as early as Wednesday.

Once the deed is signed, the board will make a decision on a contract it has with the Department of Natural Resources.

Approving the contract moves the larger land swap forward, sending the decision to the state's board of Natural Resources for review on June 2.

"We're one step closer," Central Kitsap Commissioner Josh Brown said following Monday's meeting.

"I made a promise to them (the gun club) that if we were able to complete the land swap and move forward with the 1,000-plus acre Newberry Hill Heritage Park, we would come up with a way for the Kitsap Rifle and Revolver Club to continue."



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CENTRAL KITSAP: Firing range to close in 4 years

By Lloyd A. Pritchett, Sun Staff Monday, July 16, 2001

* A new plan calls for accelerating the time when the Marine training facility Camp Wesley Harris will shut down.

Camp Wesley Harris, a 388-acre Marine Corps firing range and training facility in the heart of Central Kitsap, will close in about four years.

The 58-year-old facility, located along Seabeck Highway, is being hemmed in by new residential housing developments, making it increasingly unsuitable as a firing range.

""When that range was constructed (in 1943), it was kind of by itself in the woods,"" Navy spokeswoman Lt. Kim Marks said. ""In the years since, there has been a lot of encroachment. ... It would not meet today's current safety standards.""

Under the Navy's plans, the decades-old range will be replaced with a new indoor firing range to be constructed at Naval Submarine Base Bangor. The cost of building a new facility is estimated to be about \$16 million.

Navy officials originally planned to build a new range in 2007-08 and keep Camp Wesley Harris open until then.

But new plans call for accelerating the closure by three years.

Rear Adm. Vinson Smith, commander of Navy Region Northwest, will review those plans and decide whether to approve or modify them. If he approves them, the Navy would request funding for the new range in 2004, Marks said.

The Puget Sound Naval Bases Association, a local Navy support group, is pushing to move the funding request ahead to 2003.

The funding request would be included in the military construction budget, which must be approved by Congress.

It's not clear what will happen to the range's 388 acres after the facility is shut down, Marks said, but it would have no military use.

The acreage is located in a prime section of Central Kitsap. El Dorado Hills residential development is located to the east.

So far, no discussions have taken place between the Navy and local officials about the possibility of

converting the sprawling parcel into a park or other public facility.

"It would be cleaned up ... and disposed of as the Navy sees fit," Marks said.

A cleanup is necessary because the soil in some areas is contaminated with lead from spent shells.

An earlier \$1.4 million cleanup carried out in the late 1990s eliminated much of the contamination but some remains.

Closure of the facility won't have any impact on employment in the area. The range is operated by two or three naval personnel who would be transferred to Bangor after the new firing range opens there.

Reach reporter Lloyd A. Pritchett at (360) 792-9212 or at lpritchett@thesunlink.com.

"

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New Small Arms Range Headed to Subase

Story Number: NNS040212-06

Release Date: 2/13/2004 1:48:00 AM

By Journalist 2nd Class Mary Popejoy, Naval Submarine Base Bangor Public Affairs

SILVERDALE, Wash. (NNS) -- Sailors and Marines stationed in the U.S. Pacific Northwest area will soon have new place to train, once the Small Arms Training Center on Naval Submarine Base Bangor is completed. The construction begins in March, and a completion date is set for November.

To celebrate the beginning of the transformation process, military personnel and the primary contractors of the project, Jamestown S'Klallam Tribe and PCL, Joint Venture of Bellevue, Wash., came together Feb. 6 to put the first shovels in the ground for the \$12.5 million facility.

Currently, Sailors and Marines use Camp Wesley Harris in Bremerton to hone their skills. Camp Wesley Harris has three ranges that are usable for live-fire exercises, which limits the number of personnel and commands using the facility.

With the new 45,443-square-foot Small Arms Training Center coming to fruition, Sailors and Marines will have more training capabilities.

The training enhancements include four 12-lane indoor ranges, a small arms armory, two student classrooms, two computer-based indoor simulated marksmanship trainers (ISMAT) for use with a weapons training system lounge, shower, laundry and locker room facilities and much more.

The new range will also give Sailors and Marines more days to train.

"Right now, we have an agreement with the local community at Camp Wesley Harris to fire during the daytime on weekdays, so we're not able to fire at night or on weekends," said Lt. Legena Briest, assistant resident officer in charge of construction. "Because of that, we only have 170 training days a year that we can use that range. Our new range will be available for 323 training days a year, which allows us to fire during the day, at night and on weekends. This is an increase of 45 percent, so we're pretty happy about getting this range."

The contractors for the project are looking forward to working with the military and providing them with a range of which they can be proud.

"Our main goal for this facility is to do the best job we can, so we can give them the best facility they can have to do their jobs," said Marlin Holden, executive director, Jamestown S'Klallam Tribe.

According to Commanding Officer, Naval Submarine Base Bangor Capt. Douglass Biesel, the new Small Arms Training Center will prove to be beneficial for all military personnel.

"The front line defense of the war on terrorism is having well-trained Sailors and Marines to go out and defeat the enemy. The new range capabilities give our military personnel more training to develop confidence on the battlefield. If the enemy knows we're a credible, strong force, we will deter their ability to attack us."

For more news from around the fleet, visit the Navy NewsStand at www.news.navy.mil.

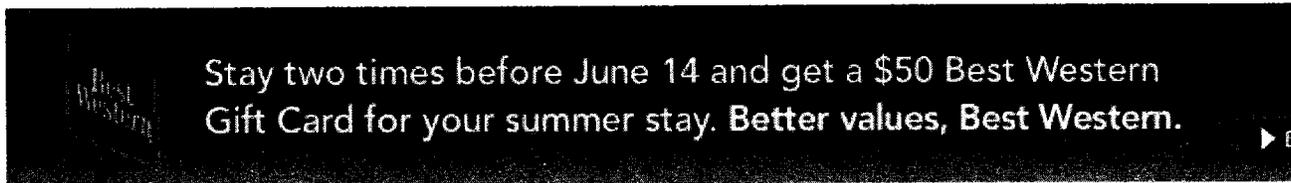
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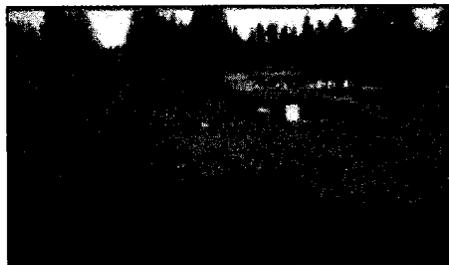
Central Kitsap

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Gun Club, County Look Into Land Sale

By Brynn Grimley (Contact)
Thursday, April 16, 2009



The Kitsap Rifle and Revolver club is in discussions with Kitsap County to purchase the land it sits on and additional acreage. The added space would allow the club to upgrade its facilities and change the direction of its rifle shooting range. Above, Rob Rawlison works on sighting in a new rifle. (Steve Zugschwerdt | For the Kitsap Sun)

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Club members turned out in force to make sure the 72-acre shooting facility, which sits on state



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What's this?

land, wasn't lost in the shuffle.

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Posted by jharless on April 16, 2009 at 10:31 a.m. (Suggest removal)

This sounds like a great solution. Hopefully the KRRC attorney(s) will insist on some kind of recorded agreement recognizing the shooting range as an approved land use as a condition of the sale. Otherwise future commissioners may pull the rug from beneath them some day.

Posted by mryan on April 16, 2009 at 12:52 p.m. (Suggest removal)

Ownership is the only sure way to assure long term use. A good example of the pitfalls of trusting leasing arrangements are the problems utilities have in "re-licensing" their hydro dams.

Posted by beatlelvr on April 16, 2009 at 1:26 p.m. (Suggest removal)

I still dont understand how the county is going to develop and run a 1000 acre park, when I read a list of parks that are being prepared to be locked up (Illahee is one) to save money. I am glad to see that the gun club is staying though.

Posted by starwatcher on April 16, 2009 at 5:08 p.m. (Suggest removal)

beatlelvr - Illahee is a State Park - not owned or operated by the County.

Posted by dahl on April 16, 2009 at 11:59 p.m. (Suggest removal)

jharless.

Ah, the ole conspiracy theory. Now you're thinking like me. I'm just wondering what happened to that agreement that the County commissioners were going to sign allowing the Gun club to continue as they are when the land transfer goes thru. Guess Garrido has been too busy demanding letters of intent from the City of Port Orchard over their expansion plans.

Posted by Yoepeter on April 17, 2009 at 6:16 a.m. (Suggest removal)

I wonder what the future of shooting facilities looks like now that the price ammo is skyrocketing, and looking to get even more expensive. I'm saving mine for that "special occasion".

Posted by jharless on April 17, 2009 at 7:54 a.m. (Suggest removal)

Dahl,

No conspiracy implied, but the pendulum tends to swing. Then only way to bind future commissioners is to put it in the deed.

Posted by hoscow on April 17, 2009 at 9:06 a.m. (Suggest removal)

Does selling the land absolve the county from environmental cleanup on the land? There has to be a lot of lead and other metals in the ground water there.

Posted by pcat on April 17, 2009 at 9:27 a.m. (Suggest removal)

I know the history of the KRRC and how they got screwed during WWII when the government took over their land and gave them a few pennies per acre for the land that Camp Wesley Harris is on. Now the club is fighting for its existence. They should make sure that all the safeguards are in place then they won't end up like so many of the quarries have been shut down because they were surrounded by mobile homes the county was more

than glad to give permits for. In effect, shutting down a tax paying, employing business because the neighbors complained about the noise. Just what Kitsap needs: More urban spread and less forest, raw material land taken out of production while the urban areas we have go under utilized. Have we not all driven down any business area and noted the empty stores and going out of business signs? We do need our shooting ranges because you can only get so many shooting skills from video games and our military needs skilled and accurate marksmen. Note those pirates that have now gone to the briney deep last week by skillful shots from our Navy Seals.

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You are deputized - Police these comment threads. If you see a comment that violates the rules, click "Suggest removal" to flag that comment for further review by our staff.

There are consequences - Rules violators may be banned from commenting.

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WASHINGTON, D.C.

UNITED STATES COAST GUARD

VOL. XII, No. 2, DECEMBER, 1964

SPARS IN UNITS TO GET BOOST

"Ten-SHUN! Lipstick Break." This may well be a familiar call around many Reserve units in about a year. If it is, it will be the result of the new SPAR 12x3 Enlistment Program.

This pilot program will offer to 40 young women between 18 and 30 a chance to enlist in the Coast Guard Reserve, with one year to be spent in a combination of recruit, basic petty officer, and on-the-job training and two years as members of Reserve units. This will begin in January 1965 with ten weeks' recruit training for one SPAR company at Bainbridge, Maryland. This training will be provided by the Navy and will be quite similar to the training of WAVES. Upon completion of the recruit training the new SPARs will be advanced to seaman apprentice and will report to yeoman or storekeeper school at Groton, Connecticut, for twelve more weeks of training. If the SPARs satisfactorily complete the training offered at Groton, they will be advanced to seaman, with yeoman or storekeeper designators. They will then be assigned to on-the-job training at district offices or other Coast Guard units for the completion of the initial year of active duty. Upon release from active duty, the SPARs will go to their hometown Reserve units, in a drill pay status, for the balance of their enlistments. They will become eligible for advancement to pay grade E-4 on assignment to an ORTU and passing the appropriate Service-wide Examination.

As this is a pilot program, it is open only to those east of the Mississippi in places where a training unit



"Spirit of the Season"—These three Reservists get in the Spirit of Christmas by trimming a tree at their Reserve Training Center. A nice way to say "Merry Christmas."

is within commuting distance. Specific locations where the program is in effect are outlined in COMMANDANT INSTRUCTION 1130.4. If the initial program goes well, it is expected to become permanent.

In the short time remaining before the first group of recruits is to report to Bainbridge, commanding officers of ORTU's have been requested to cooperate fully in recruiting young women for this program. This is particularly important since each applicant is to be interviewed by the commanding officer of the unit to which she will be assigned on completion of

New DM and PS Courses

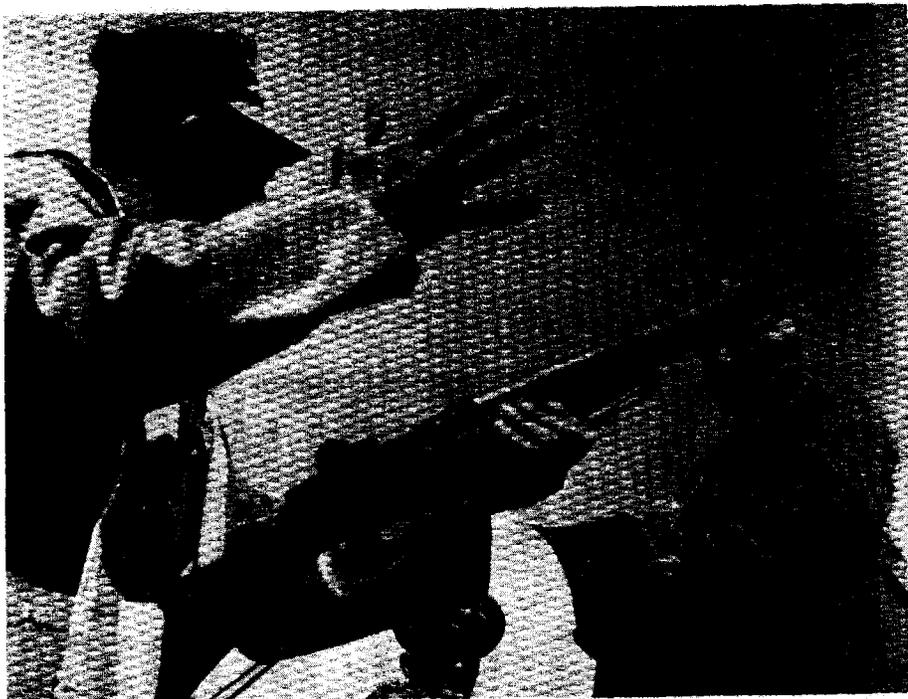
New correspondence courses are now available from the Coast Guard Training Center, Institute Division, Groton, for the rates of Dangerous Cargoman First and Chief, and for Port Securityman First and Chief. The DM course consists of ten lessons and has a value of thirty retirement points. The PS course has nine lessons and is credited with twenty-seven points.

Beginning with the October 1965 Service-wide Examinations, satisfactory completion of these courses will be required prior to recommendation for participation in the exams. Since 1963 there has been no correspondence course requirement for participation in the PS1 and PSC exam.

Unit commanding officers are expected to advise Reservists about these courses in sufficient time for them to complete the necessary course in order to be eligible for the October 1965 exams.

her year of ACDUTRA. SPARs now in the Reserve have also been called upon to aid in interviewing applicants and to generally publicize the program. To make the recruiting effort easier, additional periods of ACDUTRA and appropriate duty have been authorized by the Commandant subject to the availability of district funds.

So STAND BY, MEN! It won't be long before you can say goodbye to a lot of that paperwork, as well as having the pleasure of passing it along to a good-looking gal.



"Shoot Five"—The word is passed by Sergeant Edward G. SAKOSSKY, USMC, to Robert J. ROZON, GMC, USCGR and Ronald W. KINKADE, PSC, USCGR. Members of Seattle, Wash., ORTUPS (O) 13-82912 recently enjoyed the hospitality and instruction at the USMC Range, Camp Wesley Harris. Sixty-nine men fired the Rifle Expert (B) Course with a majority qualifying as Expert, Sharpshooter, or Marksman. Despite little practice in firing the M-1 Rifle, the scores indicate proficiency and endeavor.

CAREER ADVISORS

Competition with the other Armed Forces and with industry for college and high school students and graduates is increasing every year. The Commandant has recognized this competition and the Coast Guard's need to get outstanding young men and women into its programs. To maintain this needed input of talent, it is imperative that America's college and high school students be informed of the opportunities available in the Regular Service and the Reserve. Unfortunately, the normal recruiting force is too small to provide the coverage and personal contacts necessary, so the recruiting effort must be extended by an additional force. Here, Reservists can really do a job!

By the nature of your occupations and civic activities, you come in daily contact with young people who are potential officers, cadets, and enlisted men. High school, prep school, and college teachers, as well as youth activity officials, for example, are in ideal positions for spreading the facts about the Coast Guard to the young people within their communities.

For this reason, the Commandant has authorized the various district commanders to employ Reservists in

the Coast Guard Career Advisor Program known as CARAD. If you are qualified, and volunteer for this service, you will be issued appropriate duty orders with or without pay, depending upon the availability of district funds. CARAD's will be expected to devote at least one period of 3 hours each week to the personnel procurement program.

In selecting Reservists for this duty, those not assigned to an Organized Reserve Training Unit will be given first consideration. If there are none of these Reservists available, members in a drill-pay status may volunteer for the program. Such duty for drill-pay personnel will be in addition to regular drills. In that case, accounting may be made on the Reserve Roster and Drill Report (Form CG-3712A). Selection preference will be given to CARAD volunteers from communities in which there is no Coast Guard recruiter. Potential CARAD's are expected to have been on sufficient active duty to acquire a general knowledge of the Service. Local recruiters will be advised of the names and addresses of Career Advisors in their recruiting areas so that close liaison can be maintained in the procurement program.

Once selected as a Career Advisor,

'RESERVES VITAL' SAYS ALAMEDA CO

During an address welcoming a group of ACDUTRA Reserve officers and men to Coast Guard Base, Alameda, California, CAPTAIN O. D. WEED, Jr., USCG, made several points on the mission of the Reserve and its relationship to the Regular Service.

Said CAPTAIN WEED, "The Reserve organization exists and is justified because of the predictable need for a greater number of personnel in the Armed Forces during periods of national emergency than are considered necessary during relatively quiet times.

"This has been our history and there is no reason to suppose it will not be repeated.

"We Regulars can expect that at some time in the future you will be our shipmates and we know you will be better shipmates because of the skills and knowledge you acquire in this Reserve training program."

you will be expected to establish and maintain a close relationship with high school guidance counselors and college placement officers. It is through these people that you will be able to identify yourself and your function to the student. You will be expected to provide local recruiters and district procurement officers with contacts which they can "follow up" and encourage into the Coast Guard.

You will be provided with procurement and promotional materials which you can distribute in high schools and colleges. Coast Guard literature should be readily available to the students and Coast Guard posters should always be prominently displayed in areas frequented by young people. CARAD's must be available to present the Coast Guard story to student groups and to counsel individuals on specific Coast Guard opportunities.

Reservists in the CARAD Program receive retirement points in accordance with Section 11-1-16, *Administrative Manual for Coast Guard Reserve*, but, more important, they can contribute significantly to the improvement and continuation of quality in The Service.

RESERVE DRILL ATTENDANCE

September 1964

Officer Average	95.1%
Enlisted Average	87.4%
National Average	88.2%
Highest District: Eighth CGD	90.3%

20 YEARS BEFORE AGE 60

Many senior Reservists have asked what they can do in the Coast Guard Reserve if they complete 20 years of *satisfactory Federal service* for retirement purposes before reaching age 60.

There are several alternatives available to these Reservists, which are summarized below.

A Reservist in this category may continue active membership in the Reserve. In this manner, he may increase the amount of his retirement pay by earning additional points and by adding years of service. Additional years of service will, of course, increase his basic pay and therefore increase his retired pay.

He may also request transfer to the Inactive Status List (ISL). Although in this status a Reservist may not earn additional points, ISL time does count for longevity pay purposes with basic pay increasing up to 22 years for commanders and 26 years for captains. For enlisted men, basic pay increases up to 18 years for E-6's and 26 years for E-7's.

Then, there is the possibility of transfer to the Retired Reserve without pay. A Retired Reservist remains a member of the Coast Guard Reserve and is thus eligible for certain benefits. As with members on the ISL, members in the Retired Reserve receive longevity credit for basic pay purposes.

Finally, a Reservist may choose to resign or be discharged and thus resume civilian status completely. These Reservists are not placed on the Retired List but are eligible for retired pay upon reaching age 60 providing the basic requirements have been satisfied.

No matter which of the above options a Reservist selects, if he has satisfied the other requirements he will be eligible to receive retired pay on the first of the month following the month in which he reaches age 60. Reservists in receipt of retired pay are also eligible for medical care if they served a minimum of 8 years on active duty, exclusive of ACDUTRA.

Application for retired pay should be made by submitting DD Form 108 to the Commandant (RA-2) 4 to 6 months prior to the date the member will be eligible to receive it.

What contributed most toward my success was not the number of hours I put in—but how much extra I put into the hours.—Andrew Carnegie

OFFICER PROMOTION BOARDS

Three Reserve Officer Promotion Boards were convened during October and November 1964 to consider warrant officers, ensigns, lieutenants (junior grade) and lieutenants for promotion to the next higher grade.

It is anticipated that two additional Reserve Officer Promotion Boards will be convened during Fiscal Year 1965.

The first Board will convene at Coast Guard Headquarters on 8 February 1965 to consider Reserve officers for promotion to the grades of captain and commander respectively. The second Board will convene at Coast Guard Headquarters on 3 May 1965 to consider Reserve ensigns for promotion to the grade of lieutenant (junior grade).

The junior Reserve officer within each zone is listed below:

Grade	Name and Service Number	Date of Rank	CG-238 Signal No.
CDR to CAPT	Charles J. RIETH (38357)	8-01-60	324
LCDR to CDR	Zella L. RUNYAN (90072)	7-01-61	880
ENS to LTJG	William V. LAUMAN (50864)	6-02-64	Not in Current Edition

An examination of the promotion zones to the grades of captain and commander reveals a considerable number of Reserve officers in each zone. This is due, in large part, to the fact that no Boards have been held to consider officers for promotion to these grades since the fall of 1963 because of a complete lack of vacancies. However, a Reserve Officer Retention Board met on 30 November 1964. As a result, a few vacancies were created which will permit a small number of eligible officers to be considered for promotion to the grades of captain and commander.

To alleviate the current stagnation for promotion to the grades of captain and commander, legislation is being prepared for introduction in the coming session of the Congress.

Pursuant to the provisions of 14 USC 775(e), each officer eligible for consideration for promotion may forward a written communication through official channels regarding any phase of this military record which he considers important to his qualifications for promotion. Such communication, however, may not criticize or reflect upon the character, conduct or motive of any other officer.

Reserve officers within the zones listed above are reminded that all fitness reports should be submitted in time to be included in their records when presented to the boards. In this regard, District Commanders (r) will be requested to submit special fitness reports to 31 March 1965 on the ensigns in the zone of promotion.

Four-Month Enlistment Program

During this past Summer, *The RESERVIST* announced the initiation of the RL Programs for the Coast Guard Reserve. At that time, there were three programs: RL-1 (6 months), RL-2 (9 months), and RL-3 (12 months). In each of these programs, the enlistee receives an appropriate period of initial ACDUTRA, with the remainder of his 6-year obligation to be spent in an ORTU, or equivalent training status. Now, a new RL Program has been added to these.

Known as the RL-4 Program, this limited Reserve training will be for certain emergency ratings in the Port Security field. Furthermore, enlistments in the RL-4 Program will be available only in the First, Eleventh, Twelfth, and Thirteenth Districts. The pattern of training for RL-4's on initial ACDUTRA, will be recruit training, recruit leave, and then assignment to a Captain of the Port Office where he

will learn Port Security duties and responsibilities. After his initial ACDUTRA, the RL-4 enlistee will return to his "hometown" unit.

Applicants for this program must be between 17 and 26 years of age, single, male, have no dependents, and qualify in all other respects for induction for active duty in the Armed Forces. In addition, applicants must be within commuting distance of a unit which has been assigned as part of an ORPSU organization. RL-4 applicants must agree to train for the rating of Port Securityman (PS). This agreement will become part of the enlistee's permanent record. The requirements and qualifications for this rating are outlined in the Enlisted Ratings Qualifications Manual, CG-311, and should be consulted by anyone interested in the program.

A good officer guards his men from danger, even when he knows they are safe.

Season's Greetings

As we celebrate this Holiday Season, all of us share the fervent hope that "peace on earth, good will toward men" will prevail throughout the coming year.

To you who are helping maintain peace through your Reserve program and to your families, I extend my sincere greetings for a Merry Christmas and a Happy New Year.

L. M. Thayer

Rear Admiral U.S. Coast Guard
Chief, Office of Reserve

Allergies, Anyone?

Do you suddenly get a red rash when you take penicillin? Are you allergic or sensitive to some medicines or drugs? If you are, some relief is in sight.

The Coast Guard will soon begin using the Individual Sensitivity Record (Form CG-4348) to keep and maintain a permanent record of "specific, accurate and authentic data" on all members of the Reserve who have a sensitivity or hypersensitivity to drugs, vaccines, serums, or anesthetics. Such a condition in a Reservist will have to be documented by a physician or dentist.

Reserve units are expected to obtain the appropriate forms required by COMMANDANT INSTRUCTION 6150.1 from supply sources and identify those unit members who have such allergies. In units where hospital corpsmen are assigned, they may carry out this duty; otherwise, this data must be certified by a commissioned officer.

Each Reservist has a responsibility to himself and the Service to keep his unit corpsmen informed of any allergies or reactions he may have to medicines or drugs.

The Coast Guard RESERVIST

Published monthly in Washington, D.C., by the Commandant, U.S. Coast Guard. Reference to directives, regulations, and orders is for information only and does not by publication herein constitute authority for action. Inquiries about the Coast Guard Reserve should be addressed to the Commandant (RT), U.S. Coast Guard, Washington, D.C., 20226.

ADMIRAL E. J. ROLAND

Commandant, U.S. Coast Guard

REAR ADMIRAL L. M. THAYER

Chief, Office of Reserve

LTJG W. I. NORTON

Editor

All pictures are official Coast Guard photographs unless otherwise designated.

Have You Got The Word? Check Over These Terms

Confused over Coast Guard Reserve Terminology?

Following is a compilation of unofficial definitions which may be of help to you.

Active duty—Full-time duty in the active military service of the United States for an extended or indefinite period other than active duty for training.

Inactive Duty—Duty in the Coast Guard Reserve except active duty and active duty for training. This may include unit participation, regular drills, equivalent instruction or duty, appropriate duty, etc., either with or without compensation.

Categories of Reservists—Every Reservist is either in the Ready, Standby, or Retired category.

Ready Reserve—Consists of those members of the Coast Guard Reserve who are on active duty or who are liable for active duty either in time of war, in time of National Emergency declared by the Congress or proclaimed by the President, or when otherwise authorized by law. Such Reservists are designated USCGR-R (A, B, Q, etc., according to their military obligation).

Standby Reserve—Consists of members of the Coast Guard Reserve in active status who are liable for active duty only in time of war or National Emergency declared by Congress and members in inactive status who are liable for active duty under the same conditions but only after the Secretary of the Treasury determines that qualified members in active status are insufficient. Such Reservists are designated USCGR-S if not on the Inactive Status List and USCGR-I if on the Inactive Status List.

Retired Reserve—Consists of those members of the Coast Guard Reserve who have been transferred thereto pursuant to the provisions of Sec. 8.4406 of Regulations, U.S. Coast Guard Reserve. Those Reservists retired with pay are designated USCGR-Ret-1 and those retired without pay are designated USCGR-Ret-2.

Status of Reservists—Every Reservist is in an active, inactive or retired status.

Active Status—All Ready Reservists and those Standby Reservists who are not on the Inactive Status List (ISL) are considered to be in an active status.

Inactive Status—Members of the Reserve on the Inactive Status List.

Active Status Pool—Reservists on inactive duty who are classified as active (i.e., those Reservists classified as "R" or "S") but who are not members of training units. Personnel formerly referred to as "unassigned" shall be referred to as "Active Status Pool."

Reserve Component—Each branch of the Armed Forces has its own Reserve component. As a member of the USCGR, you are a member of the Coast Guard's Reserve component regardless of whether your participation consists of active duty, drills, active duty for training, correspondence courses, or whether you don't take part in any training program.

Retirement Point—This is a numerical unit awarded for the successful completion of a defined portion of an approved training program for the purpose of establishing eligibility for retirement benefits. Retirement points are awarded for ACDUTRA, drill attendance, correspondence courses and the like.

Anniversary Year—For Reservists who entered a Reserve component before 30 June 1949, and have maintained continuous service in the Reserve, the anniversary year is from 1 July to 30 June—the same as the fiscal year.

For Reservists entering after 30 June 1949—or those members whose Reserve service was broken after that date—the anniversary year extends from the date of entry or re-entry into a Reserve component.

Satisfactory Year of Federal Service—Effective 30 June 1949, the accumulation of a minimum of 50 retirement points in an anniversary year is considered a "satisfactory year of Federal service" for retirement purposes.

Satisfactory Year for Obligated Participation Purposes—Section 208 (f) of the Armed Forces Reserve Act defines satisfactory participation during the first 5½ years following completion of six months initial ACDUTRA as consisting of a minimum of 48 scheduled drills or training periods and a maximum of 17 days of ACDUTRA for each training year; or when authorized 30 days' ACDUTRA annually in lieu of other training.

If you are not now familiar with these terms, you are encouraged to keep this list handy and refer to it when writing correspondence and talking about the Coast Guard Reserve.

Between the Devil and The Deep Blue Sea

Few people realize that this rather common phrase, also the title of a popular American song written some years ago was originated by seamen.

The devil is the seam in a wooden deck between the outboard deck plank and the scuppers. Thus to be between the devil and the sea was to be in the scuppers jammed against the bulwark.

2004 CPEO Military List Archive

From: CPEO Moderator <cpeo@cpeo.org>
Date: 17 Mar 2004 18:12:09 -0000
Reply: cpeo-military
Subject: Gun range shot full of danger

Washington
THE SUN LINK
Gun range shot full of danger
Christopher Dunagan
March 17, 2004

? Lead from bullets fired into berms puts the Navy's Camp Wesley Harris on the Hazardous Sites List.

Camp Wesley Harris, the Navy's 387-acre shooting range west of Bremerton, has landed on the state's Hazardous Sites List due to lead and chromium contamination, presumably from spent ammunition.

The Navy funded a \$3 million cleanup of the range during 1987 and 1988, but recent testing has shown that more cleanup is needed.

The camp -- which once operated five rifle, shotgun and pistol ranges -- is approaching the end of its useful life and will be replaced by a future small arms training center at Bangor. That center is coming under construction and might be completed by the end of the year.

Under the Washington Department of Ecology's hazardous ranking system, Camp Wesley Harris was rated a 2 on a scale from 1 to 5, with 1 being the worst.

An assessment of the site found that lead and chromium contamination was lodged in soils and shallow groundwater, according to John Kiess of the Kitsap County Health District, who conducted the assessment for the state.

Kiess relied on information supplied by a Navy consultant who performed tests in 1999.

Four historical garbage dumps were identified on the site, Kiess said. He had no specific information about those dumps, which need further investigation.

When the Navy no longer needs the shooting ranges -- possibly by the end of the year -- funding will be requested to finish the cleanup, according to Pat Callender of the Navy's Engineering Field Activity Northwest.

So far, future use or disposition has not been determined.

This article can be viewed at:
<http://www.thesunlink.com/redesign/2004-03-17/local/427116.shtml>

~~~~~  
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**Next by Date: [No signs of major pollution seen at NSA campus](#)**  
**Prev by Thread: [Air Force plans changes to Johnston Atoll cleanup](#)**  
**Next by Thread: [No signs of major pollution seen at NSA campus](#)**

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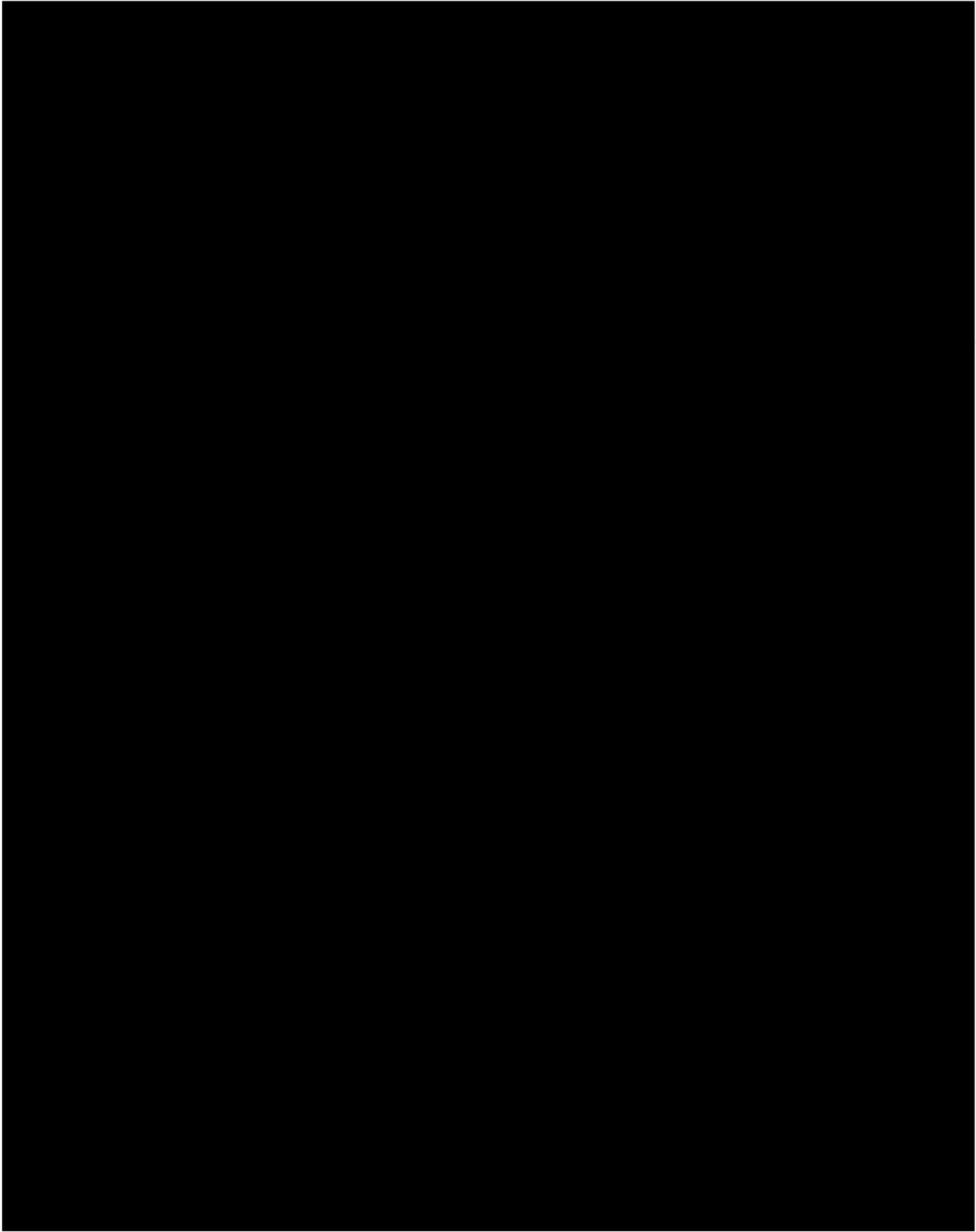
[Author Index](#)

[Date Index](#)

[Thread Index](#)



[Faint, illegible text visible through the paper, likely bleed-through from the reverse side. The text is too light to transcribe accurately.]





[http://oaspub.epa.gov/enviro/fii\\_query\\_dtl\\_disp\\_program\\_facility](http://oaspub.epa.gov/enviro/fii_query_dtl_disp_program_facility)

Last updated on Monday, April 20th, 2009.

# Facility Registry System (FRS)

You are here: [EPA Home](#) [Envirofacts](#) [FRS](#) Report



FRS

## Facility Detail Report



|                                |                                |
|--------------------------------|--------------------------------|
| Facility Name:                 | US NAVY RES CAMP WESLEY HARRIS |
| Location Address:              | 4673 SEABECK HIGHWAY NORTHWEST |
| Supplemental Address:          |                                |
| City Name:                     | BREMERTON                      |
| State:                         | WA                             |
| County Name:                   | KITSAP                         |
| ZIP/Postal Code:               | 98312                          |
| EPA Region:                    | 10                             |
| Congressional District Number: | 01                             |
| Legislative District Number:   | NW                             |
| HUC Code:                      | 17110019                       |
| Federal Facility:              | YES                            |
| Federal Agency:                | U.S. NAVY                      |
| US Mexico Border Indicator:    | NO                             |
| Tribal Land:                   | NO                             |
| Latitude:                      | 47.606811                      |
| Longitude:                     | -122.74592                     |
| Method:                        | ADDRESS MATCHING-HOUSE NUMBER  |
| Reference Point Description:   |                                |
| Duns Number:                   |                                |
| Registry ID:                   | 110000843829                   |

[Map this facility](#)

### Environmental Interests

| Information System | Information System ID | Environmental Interest Type       | Data Source | Last Updated Date | Supplemental Environmental Interests: |
|--------------------|-----------------------|-----------------------------------|-------------|-------------------|---------------------------------------|
| RCRAINFO           | WAR000008771          | HAZARDOUS WASTE BIENNIAL REPORTER | RCRAINFO    | 12/31/2003        |                                       |

|          |                                           |                                 |          |            |                                                                                                                             |
|----------|-------------------------------------------|---------------------------------|----------|------------|-----------------------------------------------------------------------------------------------------------------------------|
|          |                                           | (INACTIVE)                      |          |            |                                                                                                                             |
| RCRAINFO | WAR000008771                              | UNSPECIFIED UNIVERSE (INACTIVE) | RCRAINFO | 03/03/2008 |                                                                                                                             |
| WA-FSIS  | 1164456<br><small>EXIT Disclaimer</small> | STATE MASTER                    | WA-FSIS  |            | HAZWASTE-WAR000008771 LQG<br>HAZWASTE-WAR000008771 HAZARDOUS WASTE PROGRAM<br>HAZWASTE-WAR000008771 HAZARDOUS WASTE PROGRAM |

### Facility Mailing Addresses

| Affiliation Type         | Delivery Point           | City Name  | State | Postal Code | Information System |
|--------------------------|--------------------------|------------|-------|-------------|--------------------|
| MAILING ADDRESS          | 4673 SEABECK HWY NW      | BREMERTON  | WA    | 98312       | WA-FSIS            |
| OPERATOR                 | NAVAL BASE KITSAP BANGOR | SILVERDALE | WA    | 98315-7000  | RCRAINFO           |
| FACILITY MAILING ADDRESS | NAVAL BASE KITSAP BANGOR | SILVERDALE | WA    | 98315-7000  | RCRAINFO           |
| REGULATORY CONTACT       | NAVAL BASE KITSAP BANGOR | SILVERDALE | WA    | 98315-7000  | RCRAINFO           |

### NAICS Codes

| Data Source | NAICS Code | Description | Primary |
|-------------|------------|-------------|---------|
| RCRAINFO    | 92811      |             |         |

### SIC Codes

| Data Source | SIC Code | Description       | Primary |
|-------------|----------|-------------------|---------|
| WA-FSIS     | 9711     | NATIONAL SECURITY |         |

### Contacts

| Affiliation Type   | Full Name   | Office Phone  | Information System | Mailing Address      |
|--------------------|-------------|---------------|--------------------|----------------------|
| REGULATORY CONTACT | JAMES W DYE | (360)396-5084 | RCRAINFO           | <a href="#">View</a> |
| PERMITTING CONTACT |             |               | RCRAINFO           |                      |

### Organizations

| Affiliation Type | Name                        | DUNS Number | Information System | Mailing Address      |
|------------------|-----------------------------|-------------|--------------------|----------------------|
| OPERATOR         | NAVAL BASE KITSAP<br>BANGOR |             | RCRAINFO           | <a href="#">View</a> |

### Alternative Names

| Alternative Name                     | Source of Data         |
|--------------------------------------|------------------------|
| USN CAMP WESLEY HARRIS RESERVATION   | RCRAINFO               |
| CAMP WESLEY HARRIS NAVAL RESERVATION | HAZARDOUS WASTE REPORT |

Query executed on: APR-20-2009

From maureen.reilly at sympatico.ca Fri Apr 2 11:46:16 2004  
 From: maureen.reilly at sympatico.ca (m reilly)  
 Date: Fri, 2 Apr 2004 11:46:16 -0500  
 Subject: Sludge Watch ==> Gun Range Shot Full of Danger  
 Message-ID: <035d01c418d2\$04bb5080\$4d6fe440@aolds1.net>

Note: In Ontario, the Ministry of Environment is currently investigating the impact allowed decomposing paper mill sludge to be used to build backstop berms at outdoor target practice ranges. This practice seems ill advised as toxic leachate has been issuing from the berms, and may also facilitate movement of contamination from spent munitions into the soil and groundwater.

see 'Sound-Sorb' stories

<http://www.thesunlink.com/redesign/2004-03-17/local/427116.shtml>

#### STATE REPORT

Gun range shot full of danger

. Lead from bullets fired into berms puts the Navy's Camp Wesley Harris on the Hazard

Christopher Dunagan  
 Sun Staff

March 17, 2004

Camp Wesley Harris, the Navy's 387-acre shooting range west of Bremerton, has landed The Navy funded a \$3 million cleanup of the range during 1987 and 1988, but recent t

The camp -- which once operated five rifle, shotgun and pistol ranges -- is approach center is coming under construction and might be completed by the end of the year.

Under the Washington Department of Ecology's hazardous ranking system, Camp Wesley H

An assessment of the site found that lead and chromium contamination was lodged in s

Kiess relied on information supplied by a Navy consultant who performed tests in 199

Four historical garbage dumps were identified on the site, Kiess said. He had no spe

When the Navy no longer needs the shooting ranges -- possibly by the end of the year

So far, future use or disposition has not been determined.

Of the original five shooting ranges, three have been closed. One indoor and one out

Since about 1940, lead from shotgun shells and bullets have accumulated in earthen b

"You've got lead exposed at the surface of the soil and buried a foot deep or so," K

Soils made acidic by evergreen tree needles help dissolve the metal. Rainwater can w

Although drinking water wells in the area are probably too deep to be contaminated f

Since closure of Camp Wesley Harris was announced, county officials have expressed i

County Commissioner Patty Lent said she's looking at a variety of options for a futu

If the county did acquire the camp, the property could link up with county, state an  
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An HTML attachment was scrubbed...  
URL: <http://list.web.net/archives/sludgwatch-1/attachments/20040402/f50fc260/attach>

From maureen.reilly at sympatico.ca Fri Apr 2 21:54:08 2004  
From: maureen.reilly at sympatico.ca (m reilly)  
Date: Fri, 2 Apr 2004 21:54:08 -0500  
Subject: Sludge Watch ==> Citizens stop Orange County from Dumping Sludge into Amar  
Message-ID: <058d01c41926\$f3938700\$4d6fe440@aoldsl.net>

<http://www.pahrumpvalleytimes.com/2004/04/02/news/sludge.html>

April 2, 2004

Sludge grudge comes to end  
SEN. REID CREDITED WITH STOPPING AMARGOSA VALLEY SHIPMENTS  
By MARK WAITE  
PVT

MARK WAITE / PVT

Doug Bradley, co-owner of the Funeral Mountain Ranch, watches as a worker sees

Members of Citizens Against Sewage Sludge claimed a victory in stopping the shipment  
The sanitation district had been shipping four daily truckloads of sludge, also know  
A letter from Blake Anderson, general manager of the Orange County Sanitation Distri  
Anderson's letter states: "Bio-solids management sites used and technologies employe  
Anderson states his company has been a leader in developing environmentally responsi  
However, many Amargosa Valley residents have been alarmed at the dumping on the ranc  
Jerry Nelson, chairman of Citizens Against Sewage Sludge, said while the town ordina  
"Basically what happened was that we put a lot of pressure on Orange County and Oran  
Reid, a member of the Senate Committee on Environment and Public Works, contacted U.  
"The application of sludge has given rise to nuisance pests and health concerns amon  
Reid gave Leavitt a list of questions about application of bio-solids including prot  
Reid, in a press release, said he worked out an agreement with the sanitation distri  
"The Orange County Sanitation District has been a leader in managing the disposal of  
Nelson said Reid asked the Orange County Sanitation District questions about the saf  
"This doesn't exclude Solid Solutions from pulling out. Solid Solutions is the sludg  
But Nelson added, "I feel that the landowner will be persistent in finding new sourc  
Funeral Mountain Ranch owner Bill DeWitt wasn't available for comment. In previous c

Nelson repeated his allegation DeWitt is getting paid to accept the sludge, a claim Mike Moore, environmental compliance and monitoring manager for the Orange County Sa The sludge deposited in Amargosa Valley was defined as Class B bio-solids. Moore sai Bruce Holmgren, an engineer with the Nevada Division of Environmental Protection bur Holmgren noted, "We have a permit with Solid Solutions that allows the bio-solids to If Orange County Sanitation District stops transporting sludge, Holmgren said Solid "Even if Orange County pulled out there were still three facilities that were covere During the hue and cry over the current shipments of sludge, NDEP held a hearing in

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Name: not available

Type: image/gif

Size: 295 bytes

Desc: not available

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Url : <http://list.web.net/archives/sludgewidth-1/attachments/20040402/a978912f/attac>

From maureen.reilly at sympatico.ca Sat Apr 3 15:36:33 2004

From: maureen.reilly at sympatico.ca (m reilly)

Date: Sat, 3 Apr 2004 15:36:33 -0500

Subject: Sludge Watch ==> Rift at Orillia Gun Club over use of paper sludge berms  
Message-ID: <06f601c419bb\$5b68f380\$4d6fe440@aoldsl.net>

www.orilliapacket.com

Saturday, April 03, 2004

Orillia Packet & Times Ontario Canada

Gun club rift over waste use

Colin McKim

Saturday, April 03, 2004 - 09:00

Local News - SEVERN - The Orillia Gun Club boasts that no member has been killed or "Fifty-four years of no accidents," says Lou Brennan, a member since Day One.

There was the one trespasser who got clipped years ago, but "that was his problem," So why, Brennan wonders, would a private club, that prides itself in its safety reco "We don't need all this stuff. The gun club is being used as a dumping ground as far Brennan, who was club president in the 1970s, says he objected to the paper sludge b "There was no point. I was just shot down."

In Brennan's opinion the berms are too tall and too thick, eating into the club's li "It's narrowed in so much, it's like shooting down a canyon," said Brennan.

And Brennan is worried that the paper fibre waste, the main material in the berms, c But current club president John Simpson says the berm material, known as Sound Sorb, "It's just paper fibre. They've run it through umpteen million tests. It's not a haz A former forester who worked for the Ministry of Natural Resources, Simpson says the "A small group of people are concerned this stuff is poisoning the world. But the pe The paper sludge, a byproduct of paper recycling mills, initially contains some E. c "It's so hot inside the E. coli can't live."

There are other chemicals in the paper waste, but not at levels that present a healt Core samples of the berms at the club, done last summer, found no trace of E. coli b Using the paper fibre, which is mixed with sand at the site, is a sensible way to av "Why put it in a dump and take up all that room when it can be used as berms?"

Using the waste fibre as a construction material is no different than mixing sawdust And Sound Sorb appears to be an excellent backstop for a shooting range, said Simpso "It sucks up bullets like nothing."

Because the company supplying the Sound Sorb is paid by the paper recycling mills to "It's a win-win situation."

But the environmental cost might one day be enormous, says club member Bill Clark, w In March, the Ministry of the Environment ordered the same company building the berm According to the MoE order, which Clark recently obtained, effluent from the Flambor Because the Flamborough order is under appeal, the MoE's director in that region, Ge "I'm in a bit of an awkward spot," Carpentier told The Packet.

Carpentier refused to say if there were any parallels between the composition of the Carpentier did say he was not aware of any other clubs where berms were releasing to Clark is not reassured.

"All the suspicions that everyone had and all the fears seem to be coming true," he The loophole that allows a waste material to be used as a building material should b Currently an expert panel, convened by the MoE, is reviewing the use of Sound Sorb. The giant berms, the colour of egg cartons, are out of proportion for a small club, "It looks like a NATO ammunition dump or a Chinese emperor's tomb.

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URL: <http://list.web.net/archives/sludgewatch-1/attachments/20040403/00421c3c/attach>

From maureen.reilly at sympatico.ca Sat Apr 3 18:55:41 2004

From: maureen.reilly at sympatico.ca (m reilly)

Date: Sat, 3 Apr 2004 18:55:41 -0500

Subject: Sludge Watch ==> Paper sludge berm pollutes stream - is it Sound-Sorb?

Message-ID: <07e901c419d7\$2d2b6c20\$4d6fe440@aoldsl.net>

Firm told to remove sludge

Richard Leitner, Special to the Review

03/19/04 00:00:00

The province is giving an Oshawa firm until the end of May to remove an estimated 70,000 tonnes of paper-fibre sludge dumped in an environmentally sensitive area at the headwaters to Hamilton's largest watershed.

Ministry of the Environment spokesperson Mark Rabbior said Monday's order against Courtice Auto Wreckers comes after leachate samples from the waste on the Gore Road property allegedly killed trout and daphnia fleas in toxicity

tests.

The order requires the company to also contain all leachate and run off from the waste, piled in a regulated flood plain by a provincially significant swamp near Fletcher Creek.

Fletcher Creek is considered one of the region's most pristine streams and feeds the Spencer Creek watershed.

Rabbior said the ministry rejects that the waste in question is Sound-Sorb, a sound-proofing material used at gun ranges across Ontario that typically contains 70 per cent paper-fibre waste and 30 per cent sand.

The property's owners, Doug and Anne Stafford, contracted Courtice Auto Wreckers last fall to create berms for their private shooting range -- work which ceased Feb. 19, nearly a month after the Hamilton Conservation Authority says it notified both parties that they were violating provincial fill regulations. The authority laid charges on March 11.

"It is the ministry's position that the material being used at the Stafford site is a waste," Rabbior said, citing lead, E.coli and other microbiological pollution among the contaminants of concern in the leachate.

"In this specific case, due to the proximity of the site to the class one, cold-water fishery, we believe the likelihood of environmental damage is significant," he said. "The berm is built in an environmentally sensitive area that is fractured bedrock as well. That's a concern for the ministry as well." Efforts to reach Courtice Auto Wreckers were unsuccessful.

But when a reporter dropped by the property last week, Stafford said he couldn't understand the fuss over the paper-fibre sludge, supplied free of charge.

The semi-retired owner of a modest family replacement-window business, he said he felt he was doing a favour by recycling the waste from Atlantic Packaging in Oshawa.

"I thought I was being a good guy by letting them put it here," Stafford said.

"It's better for sound-proofing and also for ricochets, and it's getting rid of stuff that would go into a landfill," he said.

"There's about 35 ranges already done with this. This is recycled paper and they need places to put it. If they've done that many places, why are they complaining?"

Stafford disputed that the area in question is a flood plain or even wet, and said he left the details on the berms to Courtice Auto Wreckers, which supplied and graded the "hundreds" of truckloads of material at no charge.

He encouraged the reporter to view the berms, but was unable to join because of mobility problems -- evident from the bandages running from his toes to just below his knees on each leg, the result, he said, of diabetes.

"I haven't been back there for six weeks, I bet, since they started doing it," Stafford said. "They came in and said they have this material. I told them, 'Well, you know what you're doing, go ahead and do it.'"

A tour of the gun range found the site to be wet and mucky, with a small stream running at the rear of the tallest of the two berms -- the range's backstop, measuring some 75 metres wide, 20 metres deep and seven to eight metres high -- and emptying into Fletcher Creek, little more than half a football field away. The bluish-grey paper-fibre waste in dispute was moist, with the consistency of crumbly clay, and gave off a sewage-like odour.

Piles upon piles of felled trees lined a huge semi-circle demarcating the cleared area for the backstop. The ground was so wet, avoiding a soaker proved a real challenge, even in hiking boots.

Afterwards, Stafford said he left grading and mixing matters to the contractor and insisted he wasn't aware of any concerns about the removal of trees or placement of fill in a flood plain.

That's at odds with a staff report that led conservation authority directors to approve charges on March 4. It states that he and the contractor were verbally advised on Jan. 20 that they had violated provincial regulations and asked to halt dumping. That was followed up by a written warning Feb. 6.

Work ceased on Feb. 19, by which time there was a second berm measuring 165 metres long, 30 metres wide, and between 1.5 and 4.5 metres high, according to

the staff report.

Kathy Menyes, the authority's director of watershed planning and engineering, said the Staffords and Courtice Auto Wreckers will be asked to restore the damaged area as part of charges laid last week.

"That's our ultimate goal," she said, citing concerns about the impacts on the swamp, creek and flood plain. "One of the reasons we don't allow haphazard filling of flood-plain lands is because during those severe storm events we need the water course to carry those natural and hazardous flows in those natural areas so as to prevent property damage and loss of life."

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URL: <http://list.web.net/archives/sludgewatch-1/attachments/20040403/2d291ff9/attach>

From maureen.reilly at sympatico.ca Sat Apr 3 21:49:28 2004  
 From: maureen.reilly at sympatico.ca (m reilly)  
 Date: Sat, 3 Apr 2004 21:49:28 -0500  
 Subject: Sludge Watch ==> Halifax negotiates with N-Viro  
 Message-ID: <08d301c419ef\$7318cda0\$4d6fe440@aeldsl.net>

Note: since the cement kiln dust in Nova Scotia is contaminated, (Lafarg to mix with the sludge?

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 Wednesday, March 31, 2004 Back The Halifax Herald Limited

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 COUNCIL IN BRIEF

CLEANUP NEGOTIATIONS A GO

Council is moving forward with the last stage of its harbour clean  
 Councillors on Tuesday unanimously endorsed a plan for staff to ne  
 But if negotiations don't go to staff's satisfaction, council agre  
 In August, the city reached a deal with Dexter Construction to bui  
 Three weeks ago, council approved a \$133-million agreement with D&  
 Outside council Tuesday, Mayor Peter Kelly said the bio-solids fac  
 "We are trying to complete that path of the end product."  
 The end result will be class A sludge, the mayor said, and will me  
 A staff report will come back to council in four weeks.

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URL: <http://list.web.net/archives/sludgwatch-1/attachments/20040403/eeca0b36/attach>

From maureen.reilly at sympatico.ca Fri Apr 2 10:20:16 2004  
From: maureen.reilly at sympatico.ca (m reilly)  
Date: Fri, 2 Apr 2004 10:20:16 -0500  
Subject: Sludge Watch ==> Nova Scotia: comment on draft biosolids regulations  
Message-ID: <030601c418c6\$011d38a0\$4d6fe440@aol.com>

-----  
Friday, April 2, 2004 Back The Halifax Herald Limited

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Province releases draft rules on biosolid spreading

The province has released draft guidelines for applying treated se  
The Environment Department is now seeking public input.

The guidelines would allow only treated sludges that meet specific  
Septage sludge is the solid material left after water is removed f

"Land application of bio-solids is the best alternative for dispos

Mr. Morash said the proposed rules provide a safe, stable, long-te

The draft guidelines arose from a 2003 departmental review of appr

In January, government directed the department to suspend existing

The guidelines, once finalized and approved by government, will be

The draft guidelines are available on the department's website, ww

The public comment period ends on Friday, April 16.

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Back

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URL: <http://list.web.net/archives/sludgwatch-1/attachments/20040402/ad8b579b/attach>

From davidwimberly at eastlink.ca Mon Apr 5 13:35:20 2004  
From: davidwimberly at eastlink.ca (David Wimberly)  
Date: Mon, 05 Apr 2004 14:35:20 -0300  
Subject: Sludge Watch ==> Halifax Biosolids Processing EOI  
Message-ID: <004f01c41b34\$5e316000\$a6dee018@david8518tbzhi>

Hi all,

I am a Halifax region environmentalist with a special interest in toxics and sludge issues for a number of years.

Halifax won't release the replies to this attached Expressions of Interest but what is in this will give valuable information as to what they are considering. Halifax Council has opened negotiations with a "preferred contractor." This is SGE Hatch Enviro. They are using the technology used in Lemington, ON and Sarnia, ON as well as numerous other places. They plan to use a fairly standard approach as they have done other places using lime/heat stabilization, marketing it as a fertilizer under Ag Canada standards as a "Class A" product.

Locally the lead is Gerald Tibo of Stinnis Emerco, one of the local contractors for HRM's source separated composting plants. His phone numbers are 902-876-5185 and 876-5186.

When I contacted him today, he said he didn't know where his lime would be coming from. He claimed that the Enviro process would stabilize the metals more than composting would but didn't have any studies to back that statement up, although he promised to get such studies if he gets the contract. He claimed the biggest problem with composting sludge here was the lack of available bark mulch as a bulking/aeration/carbon source. Apparently other markets for bark have used up all the available supply. He also says that the NS DEL (Dept. of Environment and Labour) would not likely approve a low-cost compost process (that could compete with the Enviro process).

A representative for HRM at their Harbour Solutions Project said he believed that the economics of the market will most likely mean the product will go to sod production as the highest value use. <http://www.halifax.ca/harboursol/> is their web address which is a source of much useful information. Most of the terms from the EOI were specified from the results of the Environmental Assessment which is at their web site.

There is an excellent chance now to respond to this by examining the attached documents and contacting the Halifax Mayor and Councillors with your opinions. (contact info at <http://www.region.halifax.ns.ca/districts/council.html> or sent to Municipal Clerk's Office at (902) 490-4210 or e-mail at clerks at halifax.ca and ask it be copied to the Mayor and Council) Also send your opinions to the Harbour Solutions Project Ted Tam tamt at halifax.ca and Tony Blouin blouint at halifax.ca

Please forward your responses to me separately.

What should we do as a better alternative?

Environmental activists in Halifax have long advocated against landfilling of sewage sludge and septage so that is now precluded by law. We are also asking for much improved source controls and better legislation of sludge management. Perhaps the only acceptable use is by making sludge into super clean compost which would be also not be allowed to be used for agriculture. With the NS DEL now starting a consultation (BRIEF time period- so respond quickly!) perhaps we should be advocating the only acceptable standard is the "Exceptional Quality" one given there (based on the Canadian Compost Standards which are quite innovative and environment-friendly) and not allowing the old Class A or Class B which are based on the US EPA sludge

Rule Part 503 which has caused so many problems.

More later,  
David Wimberly  
902-826-7846

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Name: eoi04\_023final.pdf

Type: application/pdf

Size: 357184 bytes

Desc: not available

Url : http://list.web.net/archives/sludgewatch-1/attachments/20040405/eb237c59/attac

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Name: eoi04\_023map.pdf

Type: application/pdf

Size: 320757 bytes

Desc: not available

Url : http://list.web.net/archives/sludgewatch-1/attachments/20040405/eb237c59/attac

From maureen.reilly at sympatico.ca Mon Apr 5 18:45:56 2004  
From: maureen.reilly at sympatico.ca (m reilly)  
Date: Mon, 5 Apr 2004 18:45:56 -0400  
Subject: Sludge Watch ==> Manure as villian - sewage flows freely...  
Message-ID: <035801c41b5f\$c3245dc0\$936fe440@aoldsl.net>

SIERRA CLUB CAMPAIGNER SAYS FARMERS BEARING NUTRIENT MANAGEMENT BURDEN  
While farmers face some "cumbersome" laws, municipal waste handling has not improved,

Tuesday, March 23, 2004  
Tag: 0403211391  
Edition: Final  
Section: News  
Length: 54 lines  
Page: A17  
BY JEFFREY CARTER, SPECIAL TO ONTARIO FARMER

Government has hefted an inordinate amount of the burden for nutrient management ont  
At the same time, little has been done to improve the way Ontario's municipalities h  
Maureen Reilly says regulations under the new Nutrient Management Act have even incr  
times - from eight to 22 tonnes per hectare.

The idea is to calculate, on paper, long-term averages so that the buildup of heavy  
However, Reilly believes the approach is unsustainable in the long run. In addition,  
nitrogen and phosphorus being applied in these materials, she says.

"While farmers are being asked to complete these massive plans, no one (at the Minis  
sludge," Reilly says.

"It appears to be a piece of legislation that is cumbersome and onerous on the farme  
One reason behind the tonnage rate increase for sewage sludge may be growing concern  
In other words, there are fewer farmers willing to take the stuff and so more of it

The government focus on farmers seems to be connected with the Walkerton disaster, Reil community's water system.

"My thinking was that the province, especially the last regime, wanted to focus the  
The Municipality of Brockton, which includes Walkerton, was ordered by the Ministry  
Possibilities related to agriculture were considered but there was no effort to look  
This lax attitude toward municipal waste continues today, even when problems arise,  
Government had done little to address the spills and discharge of untreated and unde

"If the province really interested to protect water quality, they would . . . bring  
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URL: <http://list.web.net/archives/sludgwatch-1/attachments/20040405/c2cf6580/attach>

From maureen.reilly at sympatico.ca Wed Apr 7 15:20:04 2004  
From: maureen.reilly at sympatico.ca (m reilly)  
Date: Wed, 7 Apr 2004 15:20:04 -0400  
Subject: Sludge Watch ==> Sewage Waste Film Strikes Chord with Audience - Nova Scot  
Message-ID: <02f001c41ce9\$506572c0\$126fe440@semcomputer>

Sewage waste film strikes chord with audience: Middle River residents continue to wa  
Cape Breton Post

Monday, March 29, 2004

Page: A3

Section: Cape Breton

Byline: Laura Jean Grant

Dateline: BADDECK

Source: Cape Breton Post

Residents of a small community who have been fighting against sewage disposal lagoon  
Maureen Reilly, water campaigner with the Sierra Club of Canada, presented the Natio  
Many of the estimated 20 people who took in the presentation were from Middle River,  
Lillian MacLeod, a vocal critic of the sewage lagoon and a member of the Concerned C  
As reported in the Feb. 10 edition of the Cape Breton Post, the company operating th  
But that doesn't satisfy MacLeod who is concerned that the company has applied to cr  
Calling the lagoons an archaic means of handling sewage sludge, she said residents d  
"We're trying to prevent it (lagoon operation) from being enlarged. We don't want th  
The solution, according to MacLeod, must start with an acknowledgement of the proble  
"We as a group would like to see a conference and bring all the players together --

Reilly said Middle River is not alone in its struggle with issues relating to sewage  
Reilly said their are short-term measures that can be taken to address immediate hea  
"It (the waste industry) is not well regulated or managed. It's very loosely regulat  
Reilly said she sympathizes with the plight of the concerned residents of Middle Riv  
"People have no confidence, nor should they, that the regulations are protecting the  
She added that awareness of the problem is also a big concern.

"If you don't have sewage spread near you, it's not something you think about and if  
MacLeod said members of the Concerned Citizens of Middle River were thrilled to have  
"This is her only Cape Breton stop, so we're extremely lucky to have her here," she  
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URL: <http://list.web.net/archives/sludgewatch-1/attachments/20040407/2eff497e/attach>

From maureen.reilly at sympatico.ca Wed Apr 7 23:44:50 2004  
From: maureen.reilly at sympatico.ca (m reilly)  
Date: Wed, 7 Apr 2004 23:44:50 -0400  
Subject: Sludge Watch ==> Arizona 6th state with authority to regulate sludge  
Message-ID: <00f601c41d1b\$d9e36f20\$836fe440@oemcomputer>

Ariz. becomes 6th state given authority to regulate sewage sludge

SAN FRANCISCO (April 2) -- Arizona has become the sixth state to gain regulatory aut  
The U.S. Environmental Protection Agency approved the state's application to adminis  
Arizona requires entities that land-apply sewage sludge to register the fields where  
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From maureen.reilly at sympatico.ca Wed Apr 7 23:39:29 2004  
From: maureen.reilly at sympatico.ca (m reilly)  
Date: Wed, 7 Apr 2004 23:39:29 -0400  
Subject: Sludge Watch ==> Sludge on the Ball Park - Los Angeles Daily News  
Message-ID: <00ed01c41d1b\$199600c0\$836fe440@oemcomputer>

Los Angeles Daily News

Sludge politics  
Granada Hills can't get a break from local officials

Saturday, April 03, 2004 -

Here's a quick and easy way to devastate a community, brought to you by your l  
First, seize a beloved public area -- say, a park, one situated in a largely r  
Next, raze the sports fields, then smother them with ... sludge!

Watch children weep! Hear parents moan! See housing values plummet while crime  
 It's a plan positively worthy of Ebenezer Scrooge or, in this case, the city o  
 For 20 years, the MWD has leased land off Balboa Boulevard, west of the Golden  
 But the MWD plans to take back the property at the end of the season so it can  
 And with that, what was once a community treasure may soon become a community  
 In typical bureaucratic fashion, no one is really responsible for this outrage  
 Meanwhile, L.A. officials are pleading with the MWD to postpone its plans for  
 It's nothing new.

City officials have long cared more about well-connected developers than local  
 But taking away kids' soccer and baseball and giving them sludge is beyond the

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URL: <http://list.web.net/archives/sludgewatch-1/attachments/20040407/74345ee5/attach>

From maureen.reilly at sympatico.ca Wed Apr 7 23:37:01 2004

From: maureen.reilly at sympatico.ca (m reilly)

Date: Wed, 7 Apr 2004 23:37:01 -0400

Subject: Sludge Watch ==> Debate bubbles over Athens Georgia Sludge

Message-ID: <00e401c41d1a\$clbf2020\$836fe440@oemcomputer>

Debate bubbles over Athens sludge

By Lee Shearer

lee.shearer at onlineathens.com

You wouldn't want the everyday problems of David Bloyer.

As the man in charge of Athens' aging sewage treatment plants, he watches over a dai  
 At Athens' three sewage treatment plants, the sewage flows through a series of canal  
 The bacteria, protozoa and viruses in the soup - many of them the same kinds of crit  
 The treated water goes back into the Oconee River system, by some measures cleaner t  
 What's left is the sludge - about 10,500 tons of it last year in Athens, or nearly 3  
 A second big part of Bloyer's job is making sure that the never-ending supply of slu  
 Most of the state's sewage sludge - about 60 percent - is buried in landfills, accor  
 About 30 percent of it, mostly in south Georgia, is "land-applied," or mixed with  
 Many scientists and regulators like Gaskin would like to see more sludge diverted fr

Throughout much of Georgia, the soil has been depleted of organic matter over many years. "We need to be returning organic matter to the soil," she said.

But a growing number of other scientists, including some of Gaskin's colleagues at UNC. The sometimes-bitter argument over sludge has been playing out not just in research. In that case, a Richmond County jury awarded the owners of a dairy farm nearly \$600,000. Conflicting UGA research was used to bolster the arguments of both sides in the lawsuits. Other lawsuits filed in Pennsylvania, New Hampshire and other states allege that sewage sludge is toxic. Most of Athens-Clarke County's sludge goes to the landfill.

But "we try not to just bury it," said Jim Corley, head of Athens-Clarke's Solid Waste Department. Mixed with the clay-filled soil that covers each completed section of the landfill, a sizable fraction of Athens-Clarke's sludge is diverted before it even gets to the landfill. A few years ago, Bloyer set up a composting system on land at the North Oconee waste treatment plant. The composted sludge must be monitored at least once every six months to ensure the compost is safe. Bloyer hopes one day to see a composting operation at the landfill that could convert sludge into fertilizer. But scientists like Lewis and Boston University School of Public Health professor LaDonna Lewis. Unlike farm manure, sewage sludge often contains a load of toxic chemicals and heavy metals. Lewis and Orlando aren't the only ones calling for tighter regulation of sewage sludge. The EPA refused to call a moratorium, but did announce last month that it would undertake a study. Sewage sludge isn't like harmless farm manure, said Orlando, who's skeptical that the current regulations are sufficient. Besides what we flush, sewage water also contains chemical- and heavy metal-laden wastewater. The state's regulations, which mirror federal minimum standards, are not likely to cover all the risks. Cochran, like Gaskin, is convinced land application and similar re-use options are the best solution. "One day our landfills are going to close up," Cochran said. "That's why the federal government is looking at this." Cochran says she has heard of no human health problems associated with land application of sludge. But Georgia, like most states, hasn't really been looking to see if there are health problems. "There's never been an epidemiological study on sludge sponsored by the government."

Published in the Athens Banner-Herald on Sunday, April 4, 2004.

Click here to return to story:

[http://www.athensnewspapers.com/stories/040404/new\\_20040404064.shtml](http://www.athensnewspapers.com/stories/040404/new_20040404064.shtml)

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From maureen.reilly at sympatico.ca Wed Apr 7 23:56:18 2004  
From: maureen.reilly at sympatico.ca (m reilly)  
Date: Wed, 7 Apr 2004 23:56:18 -0400  
Subject: Sludge Watch ==> \$1M insurance and 18" signs for Pennsylvania sludge sites  
Message-ID: <011701c41d1d\$74398400\$836fe440@oemcomputer>

Sludge meeting open to public

PETERS TOWNSHIP --The Peters Township Supervisors are considering the adoption of an ordinance that would require haulers and applicators to have \$1 million worth of insurance. The ordinance would apply to both sewage sludge and septage. Township municipal landfill inspectors would enforce the ordinance.

<http://www.publicopiniononline.com/news/stories/20040407/localnews/188600.html>

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From maureen.reilly at sympatico.ca Thu Apr 8 00:14:44 2004  
From: maureen.reilly at sympatico.ca (m reilly)  
Date: Thu, 8 Apr 2004 00:14:44 -0400  
Subject: Sludge Watch ==> Bronx : Unfair sludge & waste burden  
Message-ID: <018701c41d20\$075841c0\$836fe440@oemcomputer>

(04/07/04) HUNTS POINT - Bronx clean air advocates say they are fed up with the boro. Advocates say it's unfair that the Bronx has 35 waste transfer stations. They say 25 The Waterfront Neighborhoods organization also has a problem with how garbage is tra. Advocates also cite statistics that show the asthma rate in the Bronx is 17-times th. If you want to watch the little video go to:

<http://www.news12.com/LI/topstories/article?id=105057#>

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From maureen.reilly at sympatico.ca Thu Apr 8 14:47:28 2004  
From: maureen.reilly at sympatico.ca (m reilly)  
Date: Thu, 8 Apr 2004 14:47:28 -0400  
Subject: Sludge Watch ==> USFilter plant burned in Toronto, starts up in Tallahassee  
Message-ID: <03a201c41d99\$flaa7b20\$836fe440@oemcomputer>

Toronto has just decided to spend almost \$1M to try to gain entry into the charred r. The USFilter plant used heated oil to dry the sludge pellets, but heated it over its

It is not clear why the City would spend a million dollars of tax payers money to ha  
It is not clear whether either the City of Toronto or USFilter Canada carried any in  
The City of Tallahassee in Florida seems to think that USFilter will have more succe  
Toronto and USFilter couldn't find markets for the dried Toronto sludge that was pro  
Toronto couldn't give it away...they paid people to take it. The pellets themselve  
in storage (Tallahassee Fire Department take note)

Here is the USFilter Tallahassee proposal.

USFilter provides biosolids reuse option  
for Florida's capital

THOMASVILLE, Ga., March 31, 2004 --

The city of Tallahassee, Fla., is now  
producing Class A biosolids from its T.P.  
Smith Wastewater Treatment Plant thanks  
to the newly installed Dragon Dryer?  
sludge drying system from USFilter Davco  
Products, Thomasville, Ga.

The city of Tallahassee's Water Utility  
contracted with Davco Products to advance  
its wastewater treatment capabilities,  
allowing the plant's residual bioselids  
to be sold as a beneficial fertilizer and  
soil conditioner to the agricultural  
market, commercial nurseries and other  
businesses.

The unique, single-pass-drying unit  
became fully operational in March 2004.  
The Dragon Dryer system reduces the  
wastewater treatment plant's sludge  
volume ratio from 4 to 1, and nearly  
eliminates the need for spreading the  
biosolids on surrounding land.

With an innovative design, the Dragon  
Dryer system utilizes indirect heat,  
preventing direct contact of the sludge  
with the heat source. The  
simple-to-operate system is not only  
operationally safe, but also effective  
and energy efficient. Isolating the  
sludge in the drying chamber allows for  
greater control of the dehydration  
process.

The city has begun piping off the gases from the system to the air diffusers in the treatment plant's aeration basin, resulting in essentially zero emissions.

Like other communities throughout the country, the city of Tallahassee had been land applying its Class B biosolids, which result from the wastewater treatment process. However, site limitations, federal regulations, and cost considerations motivated the water utility department to upgrade its operations to Class A status.

"From long-term economical and environmental standpoints, it makes good sense to move to Class A material," says Water Utility engineering manager, Lynne Putnam. "Other municipalities, such as in Milwaukee, Wisconsin, have been producing and marketing similar products for years."

Knowing that an active market for the product exists, USFilter has helped negotiate a three-year contract between the city and a fertilizer broker for the sale of the dried material.

"This helps eliminate the uncertainty associated with developing a new customer base for the biosolids. In addition, the production and sale of the dried Class A biosolids helps offset our operational costs, but more importantly, produces a safer byproduct that removes the liability and costs associated with disposal of Class B biosolids," says Putnam.

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URL: <http://list.web.net/archives/sludgewatch-1/attachments/20040408/2a38e8cc/attach>

From maureen.reilly at sympatico.ca Thu Apr 8 13:54:08 2004  
 From: maureen.reilly at sympatico.ca (m reilly)  
 Date: Thu, 8 Apr 2004 13:54:08 -0400  
 Subject: Sludge Watch ==> Nova Scotia Biosolids consultation too important to rush:

Message-ID: <034f01c41d92\$7e4fb480\$836fe440@oemcomputer>

> NEWS RELEASE  
 > Joan Massey (Dartmouth East)  
 >  
 >  
 > April 8, 2004  
 >  
 > BIOSOLIDS CONSULTATION TOO IMPORTANT TO RUSH: MASSEY  
 >  
 > Dartmouth - NDP Environment Critic Joan Massey says that the Hamm  
 > government is rushing too quickly through the public consultation period  
 > for new guidelines on applying biosolids to land.  
 >  
 > "The government released its guidelines on biosolids on April  
 > 1st, and they're closing the public consultation period on April  
 > 16th," says Massey. "Two weeks is not a realistic time frame for  
 > the public to be able to read through this document and respond to its  
 > contents."  
 >  
 > "Applying biosolids to the land is a controversial and  
 > potentially hazardous practice. This is far too important an issue for  
 > the environment, and for human health, for the government to be rushing  
 > ahead without proper consultation."  
 >  
 > The Department of Environment and Labour released new guidelines  
 > last week for the application of biosolids to land, in response to  
 > public concern about the safety of this commonly used disposal method  
 > for the material. Biosolids are the materials left over after sewage  
 > from septic tanks has been treated.  
 >  
 > "The public has many concerns about disposing of this waste by  
 > spreading it on the ground," says Massey. "How will the chemicals  
 > present in this material impact on our food and water? What are the  
 > implications for air quality? Why is the government proposing guidelines  
 > rather than regulations, and how well will these guidelines be  
 > enforced?"  
 >  
 > "Until questions like this can be answered satisfactorily, I  
 > don't think the public is going to feel comfortable with spreading  
 > biosolids on the land where our food is grown."  
 >  
 > Massey says the government should extend its moratorium on this  
 > practice, and give concerned groups and citizens more time to read and  
 > respond to the proposed guidelines.  
 >  
 > "A quick two week consultation makes me think this process is  
 > just tokenism, rather than a real effort by this government to get input  
 > and feedback," says Massey. "If they can extend the consultation for  
 > the use of ATVs, they can extend this consultation period as well. This  
 > is simply too important to rush."  
 >  
 > -30-  
 >  
 > For more information, contact Andrea Coulling at 478-8068.

----- next part -----

An HTML attachment was scrubbed...

URL: <http://list.web.net/archives/sludgewatch-1/attachments/20040408/da387839/attach>

From maureen.reilly at sympatico.ca Sun Apr 11 21:58:08 2004

From: maureen.reilly at sympatico.ca (m reilly)  
Date: Sun, 11 Apr 2004 21:58:08 -0400  
Subject: Sludge Watch ==> Jacksonville City discovers land application of sewage sl  
Message-ID: <025601c42031\$9ae4f8c0\$716fe440@oemcomputer>

Jacksonville Daily News

<http://www.jdnews.com>

Print

City awards contract for disposal of waste sludge

April 08, 2004

CHRISTOPHER DE NITTIS

DAILY NEWS STAFF

The Jacksonville City Council voted unanimously Tuesday night to begin removing slud  
Instead of dumping sludge into a landfill or compost facility, the material will be  
The council awarded a \$246,613 contract to Wulfekuhle Injection & Pumping of Iowa.  
Other bids ranged from \$600,000 to \$462,000.

Public Services director Grant Sparks told the council that the cost difference is d  
Wulfekuhle Injection & Pumping will pump sludge into a tanker that will transport th  
Company owner Lee Wulfekuhle explained that the sludge will be applied to land using  
In addition to the low cost of the injection process, Wulfekuhle will be responsible  
"We've already had a farmer agree to use some of his acres for the disposal process,  
But what about the smell?

Councilwoman Nancy Cleveland asked Sparks if the surrounding houses had been notifie  
"We will be sure to contact them," Sparks said. "But after the waste has gone throug

The city has mandated that Wulfekuhle follow all state and federal guidelines for wa  
----- next part -----

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URL: <http://list.web.net/archives/sludgewatch-1/attachments/20040411/a391a452/attach>

From maureen.reilly at sympatico.ca Sun Apr 11 21:54:10 2004  
From: maureen.reilly at sympatico.ca (m reilly)  
Date: Sun, 11 Apr 2004 21:54:10 -0400  
Subject: Sludge Watch ==> Peters Township may limit sludge  
Message-ID: <024d01c42031\$0cc770e0\$716fe440@oemcomputer>

Peters Township may limit sludge

By JIM HOOK

Senior writer

-<http://www.publicopiniononline.com/news/stories/20040409/localnews/203068.html>-----

In the year Chris Miller has lived in his new home in Peters Township he's seen the Today Miller is worrying that something he can't see will blow across the road. Slud "When you go out the front door, you wonder what you're breathing," Miller said. The treated sludge, known as Class B biosolids, is a rich fertilizer containing some Pennsylvania currently regulates the land application of sewage sludge, but resident Peters Township supervisors held a hearing Thursday on a draft ordinance that limite Miller was among the group of 25 citizens who suggested more than 20 changes to the Repeatedly residents asked township supervisors to include in the township ordinance "You're not incorporating half of what's in the state code," said Tom Albert, a Mary "The question is: Have I incorporated too much?" Steiger asked. "No," whispered several residents.

Synagro, the Houston-based firm that spreads more sludge in Franklin County than any "Synagro is willing to work with the township and is not asking the township to with Homeowner Scott Blanchard, president of the citizens' group Coalition of Residents O Residents asked that sludge not be applied on Saturdays and that the ordinance state "DEP doesn't care about us," he said.

The ordinance would be enforced by a township municipal landfill inspector. The town "I honestly don't take any pride in this ordinance, mainly because it doesn't do wha Steiger repeatedly referred to recent case law, Synagro vs. Rush Township, to see wh "We're asking you to throw everything into that ordinance you can," said property ow Supervisors tabled any consideration of the ordinance and promised to review comment

Originally published Friday, April 9, 2004

----- next part -----

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URL: <http://list.web.net/archives/sludgewatch-1/attachments/20040411/6c56ff13/attach>

From maureen.reilly at sympatico.ca Sun Apr 11 21:51:34 2004

From: maureen.reilly at sympatico.ca (m reilly)

Date: Sun, 11 Apr 2004 21:51:34 -0400

Subject: Sludge Watch ==> Residents Fear Renewed Use of Sludge will bring Health Pr

Message-ID: <024401c42030\$b031f6c0\$716fe440@oemcomputer>

Sunday, April 11, 2004

Last modified Saturday, April 10, 2004 11:34 PM PDT

Residents fear renewed use of sludge on farmland will bring health problems

By: KELLY BRUSCH - Staff Writer

Kathleen Hefley and Stacy Iniguez bought what they considered dream homes when they Iniguez's son, Noah, 4, and Hefley's daughter, Moriah, 6, both became sick shortly a Their doctors can't figure out what's wrong with Noah and Moriah, but Hefley and Ini Responding to numerous similar complaints three years ago, the county banned the use While their doctors can't conclusively establish the link, recent scientific researc "She never had any problems before (we moved in)," Hefley said of Moriah. "She was a Experts in the composition and treatment of sludge say that while processing it to " They say the material has not been adequately studied to determine the effects of it New ordinance

An ordinance permitting and regulating the use of Class A sewage sludge for agricult Hefley and Iniguez recently testified before the county Board of Supervisors and ask The women live near two of approximately 10,000 acres of fields in Southwest County County officials say they drafted the ordinance to regulate the practice of dumping Scientists speak out

The U.S. Environmental Protection Agency has stated there is no scientific evidence Ellen Harrison, director of the Waste Management Institute at Cornell University in "The fact that a Class A product has risks associated with it ---- no one can deny t The county ordinance states that neither a committee formed to create the ordinance After the county banned the application of Class B sludge, some companies that conve County officials say they developed the ordinance because of the expectation that so Synagro officials declined to be interviewed for this article, but on its Web site, Sludge risks

Class A sludge, intended for use as fertilizer on farmland, is separated into severa However, it is unknown whether current treatment processes are enough to remove resi

Lewis contends that the main problem with Class A sludge is endotoxin related. Endot Lewis said Class A sludge is particularly dangerous because the higher level of trea Endotoxins also have been known to cause headaches, fatigue, fever and severe gastro He said endotoxins are extremely stable in the environment and can be present in slu "(There are) no chemical processes proven to destroy endotoxins," Lewis said in a ph He said sludge companies are applying tons of the material per acre with very high l Sludge chemicals

Sewage sludge intended for fields also can contain any number of metals that have go "Our knowledge of what's in there is pathetic," she said. "In terms of what's in Cla The EPA said in a statement that biosolids today do not contain significantly higher Lewis questions whether current treatment methods are adequate, and advises further He said it is not known whether current treatment methods, including using lime and The EPA did a study in 1991 that assessed the risks of sludges and came up with stan "I think it is outrageous that we have these numbers of reports of illness and up to Ordinance defended

Damian Meins, the county's deputy director of environmental health, defended the ord "(There was) unequivocal support from the scientific portion of the panel, from thos If Class A sludge is to be applied in an area, Harrison says limits, such as requiri Meins said a county staff report submitted with the ordinance requires that 10 perce The staff report also limits how close sludge may be spread near homes, schools, and Meins said there may still be risks associated with spreading Class A sludge, howeve "The vast majority of the people involved believe this is a valuable product," he sa County bans

Riverside County is one of four counties in the state to enact bans on Class B sludg Five counties are either developing an ordinance or already have regulations that al Local residents are pushing for a complete ban, and say they don't feel as confident Moriah has suffered from sweats, fatigue, joint and stomach pain. She lost her hair Noah also has suffered from a variety of problems, from sinus infections, bloody nos Noah and Moriah both are on prescription laxatives, and Stacy had emergency bowel ob "This is my baby on a bad day," Kathleen says holding a picture of Moriah slumped in

[http://www.nctimes.com/articles/2004/04/11/news/californian/23\\_29\\_374\\_10\\_04.txt](http://www.nctimes.com/articles/2004/04/11/news/californian/23_29_374_10_04.txt)

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URL: <http://list.web.net/archives/sludgwatch-l/attachments/20040411/5a020762/attach>

From maureen.reilly at sympatico.ca Fri Apr 16 07:26:13 2004  
From: maureen.reilly at sympatico.ca (m reilly)  
Date: Fri, 16 Apr 2004 07:26:13 -0400  
Subject: Sludge Watch ==> WERF Biosolids Research Summit Proceedings  
Message-ID: <002a01c423a5\$a07f74a0\$b955b18e@oemcomputer>

**WERF Releases Biosolids Research Summit Report**

Proceedings from the Biosolids Research Summit, the final report from the summit tha

Proceedings from the Biosolids Research Summit (PDF 4.6 MB)

<http://www.werf.org/pdf/03HNE1.pdf>

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URL: <http://list.web.net/archives/sludgwatch-l/attachments/20040416/0dfce932/attach>

From maureen.reilly at sympatico.ca Wed Apr 21 14:18:03 2004  
From: maureen.reilly at sympatico.ca (m reilly)  
Date: Wed, 21 Apr 2004 14:18:03 -0400  
Subject: Sludge Watch ==> Halifax - take your sewer wastes back  
Message-ID: <01f901c427cf\$d3107080\$835eb18e@oemcomputer>

**Press Release**  
**Sierra Club of Canada Atlantic Canada Chapter**  
**April 21st 2004**

**Stop sludge slinging in rural Nova Scotia: Halifax should take their sludge back**

**Halifax: The Regional Municipality of Halifax should take their sewage wastes back t**

**The lagoon is loaded to an inch and a half from the rim in the biggest lagoon, accor**

**The permit is currently under appeal by the Municipality of Colchester County. The**

**Neighbours concerns about the overflowing septic wastes at the site are compounded b**

**"The local residents would like the Regional Municipality of Halifax and the abattoi**

-30-

For more information contact:

Maureen Reilly, Sierra Club of Canada 902 895-3005

Fred Blois, Citizens of RR1 Truro 902 893-2641

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URL: <http://list.web.net/archives/sludgwatch-1/attachments/20040421/abe52b16/attach>

From maureen.reilly at sympatico.ca Sat Apr 24 11:07:42 2004  
From: maureen.reilly at sympatico.ca (m reilly)  
Date: Sat, 24 Apr 2004 11:07:42 -0400  
Subject: Sludge Watch ==> Treating sewage sludge / septage in the back 40  
Message-ID: <00a101c42a0d\$e4bab800\$1c6fe440@eemcomputer>

Please review this and comment:

.....

I have been investigating a scenario here in Canada where a farmer has built a couple of lagoons. He put into these lagoons dewatered sewage sludge (45% solids) and added rendering plant wastes at 5% solids to dilute it. The sewage sludge He plans to 'treat' it by mixing lime (I guess caustic or hydrated lime?) with the solids. I have to confess that I am skeptical that a farmer can achieve this processing from a farm. He proposes to do the mixing in the 40 ft by 12 ft open air lagoon. Right now the lagoons are sited at the top of a steep incline that drops off to a brook about 100 ft. There are no chain link fences (some 'snow fence' fell down around the lagoons) and the rendering plant waste is waste washwater process sludge from a 'prohibited' rendering plant. He proposes to agitate the mixture by sucking up the limed material in the lagoon with a pump. The 45% solids material was deposited in the lagoons about 8 months ago, and I imagine I think agitation of the 'peanut butter' texture stuff on the bottom may be difficult. The corrosive lime material may be dangerously subject to wind conditions and blow a lot of dust. Indeed, I think this is a sewage treatment plant in a farm field. I am still reviewing the plans. I don't think the farm pump and equipment will appreciate exposure to the corrosive lime. What kind of lime would accomplish this pH? The rendering plant waste is waste washwater process sludge from a 'prohibited' rendering plant. I have never heard of, let alone witnessed an operation like this. I would appreciate any information.

Thanks  
Maureen Reilly  
416 922-4099  
maureen.reilly at sympatico.ca

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An HTML attachment was scrubbed...

URL: <http://list.web.net/archives/sludgwatch-1/attachments/20040424/bb692538/attach>

From maureen.reilly at sympatico.ca Sat Apr 24 22:10:39 2004  
From: maureen.reilly at sympatico.ca (m reilly)  
Date: Sat, 24 Apr 2004 22:10:39 -0400  
Subject: Sludge Watch ==> Prionic risk - spreading rendering wastes on pastureland

Message-ID: <032001c42a6a\$927ac380\$1c6fe440@oemcomputer>

Prionic Material (specified risk materials) ok for pastureland in Nova Scotia?

There is a 'prohibited' rendering plant in Truro Nova Scotia that is planning to lan  
Since this plant may have received materials contaminated with infectious prions, is

Maureen Reilly  
103 Avenue Rd #601  
Toronto, ON  
M5R 2G9

Note : In the USA there are some regs that will prohibit the discharge of potential  
<http://cipca.org/regulatory/factsheetcwdpretreatment.pdf>

"(1) Critical issue: We are currently prohibiting the discharge of untreated, potent  
"food and

Prions will pass through the POTW as a pollutant to be received into receiving water

"Potentially prion contaminated waste is considered to be all waste that contains li

"(3) Standards to meet: Zero discharge of untreated potentially prion-contaminated w

."  
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URL: <http://list.web.net/archives/sludgwatch-1/attachments/20040424/fdd7e00b/attach>

From Rubin.Alan at epamail.epa.gov Sun Apr 25 13:47:48 2004  
From: Rubin.Alan at epamail.epa.gov (Rubin.Alan at epamail.epa.gov)  
Date: Sun, 25 Apr 2004 13:47:48 -0400  
Subject: Sludge Watch ==> Treating sewage sludge / septage in the back 40  
Message-ID: <OF2C395B6A.DF4455D0-ON85256E81.005FEE1D@epamail.epa.gov>

Maureen:

What you describe is certainly not what the authors of EPA's Part 503 Rule envisioned when the PSRP (Class B) alternative of alkaline addition was promulgated in 1993. The spirit of this EPA Part 503 provision was that this process would occur in a "vessel" where adequate mixing would be achieved. The intent of this Class B pathogen reduction process (as well as all of the other Class B and Class A processes) is to ensure that the entire mass of sewage sludge is exposed to the required conditions. In this case the required conditions are that the entire mass of sewage sludge is exposed to the liming agent such that the entire mass of sewage sludge achieves a minimum pH of 12 for at least two hours without the addition of additional lime once the initial lime is added. For that to occur, adequate mixing must take place. From what you describe, I have my doubts that this is occurring, especially for the "crusted" bottom material.

One course, one action is to perform adequate sampling of the entire mass in the lagoon after the two hour period to demonstrate that all portions of the material in the treatment lagoon have attained and held the required pH of 12. Of course, adequate sampling of the material throughout the lagoon may be difficult or not practical.

As for the other aspects of this operation that you have described, I leave that for others to comment. If your description of this operation is accurate, other problems could arise.

I have forwarded this response and your incoming query to Dr. James Smith, Chair of EPA's Pathogen Equivalency Committee for his comments which hopefully he will send to you.

Cheers

Alan B. Rubin, Ph.D., Senior Scientist  
Biosolids Team  
Office of Science and Technology  
U.S. Environmental Protection Agency  
Washington, DC 20460  
Ph: 202-566-1125  
Fax: 202-566-1139  
<http://epa.gov/waterscience/>

m reilly  
<maureen.reilly at sympa  
tico.ca>  
Sent by:  
sludgewatch-l-admin at l  
ist.web.net

To: Sludgewatch <sludgew  
cc:  
Subject: Sludge Watch ==> Treat  
septage in the back 40

04/24/2004 11:07 AM

Please review this and comment:

.....  
I have been investigating a scenario here in Canada where a farmer has built a couple of large lagoons 100 ft x 12 ft deep and 40 ft across and 12 ft deep (approx)

He put into these lagoons dewatered sewage sludge (45% solids) and added rendering plant wastes at 5% solids to dilute it. The sewage sludge is from a municipal septage lagoon that also received sewage from 12 small municipal sewage treatment plants (primary treatment sludge) The municipal lagoon was untreated but dewatered...so it hasn't been treated yet.

He plans to 'treat' it by mixing lime (I guess caustic or hydrated lime?) with the sludge on a 1 part lime to 3 parts sludge basis. His

obligation is to achieve a uniform increase of the pH in the material to a pH of 12 and hold that pH for a minimum of 2 hours of vigorous mixing. Then he intends to land apply it at agronomic rates.

I have to confess that I am skeptical that a farmer can achieve this processing from a technical point of view, and I have additional concerns about the possible worker and environmental hazard that could result. I also have doubts about the ability of a manure spreader to spread the resultant mixture.

He proposes to do the mixing in the 40 ft by 12 ft open air lagoon. Right now the lagoons are overflowing from snow melt and spring rains, so there is no place to put lime in the lagoon. I understand that he is shooting the seagulls and crows that are landing in the lagoons and their bodies are added to the mix.

The lagoons are sited at the top of a steep incline that drops off to a brook about 270 feet away down the hill. There is a public drinking well artesian spring some distance away ((700 meters ?) There are no chain link fences (some 'snow fence' fell down around the lagoons) and there is no insurance or security posted for the 'facility'.

He proposes to agitate the mixture by sucking up the limed material in the lagoon with the manure spreader and blasting it back into the lagoon through the manure spreader hose.

The 45% solids material was deposited in the lagoons about 8 months ago, and I imagine that the bottom of the lagoon will be well settled into a thick mixture on the bottom with the septic waste forming a supernatant on top. The material in the big lagoon is thick enough that it sticks out above the surface of the surrounding supernatant like islands. Through early April thaw he was siphoning the snow melt onto the field with no treatment. A week later he had a septic pumper take the supernatant off the top to achieve a freeboard of 3 inches in the lagoons. This is not enough to protect against overflow in spring rain and not in compliance with the permit requirement of 2 feet of freeboard at all times. By siphoning off the supernatant repeatedly the resultant mix in the lagoon is pretty thick. Thick enough to not slump down below the remaining supernatant.

I think agitation of the 'peanut butter' texture stuff on the bottom may be difficult using this method.

The corrosive lime material may be dangerously subject to wind conditions and blow around the community. Having put flour into a bowl of batter, I know that it can be hard to incorporate the fine powder with the 'batter'... There is no enclosure or odour control.

Indeed, I think this is a sewage treatment plant in a farm field. I am still reviewing the permitting of the 'facility'. I am not sure that Occupational Health and Safety standards can be enforced on a "farm operation". It seems that this sewage treatment should have been sited under industrial zoning.

I don't think the farm pump and equipment will appreciate exposure to the corrosive quality of the lime. What kind of lime would accomplish this pH?

The rendering plant waste is waste washwater process sludge from a

'prohibited' rendering plant. This means that the rendering plant receives brain and spinal cord material (specified risk materials) from animals that may have mad cow disease (BSE). We, and the local farm association, are concerned that spreading this material may cause the spread of infectious prions on pasture land. The 'farmer' owns a few cattle who will graze the fields later.

I have never heard of, let alone witnessed an operation like this. I would appreciate any observations or issues you would raise in considering the impact of such a sewage / septage processing and disposal method.

Thanks  
Maureen Reilly  
416 922-4099  
maureen.reilly at sympatico.ca

From maureen.reilly at sympatico.ca Tue Apr 27 00:11:00 2004  
From: maureen.reilly at sympatico.ca (m reilly)  
Date: Tue, 27 Apr 2004 00:11:00 -0400  
Subject: Sludge Watch ==> sludge and tile drained fields?  
Message-ID: <097c01c42c0d\$a6b519e0\$1c6fe440@oemcomputer>

top

In Ontario, there are plans afoot to allow sewage sludge to be applied at a much higher rate.  
But what about the application of sludge (with its much higher levels of chemical and nutrients)?

Records of manure applications

April 22, 2004

Michigan State University

Field Crop Advisory Team Alert Vol. 19, No. 2

Natalie Rector

[http://www.ipm.msu.edu/CAT04\\_fld/FC04-22-04.htm#7](http://www.ipm.msu.edu/CAT04_fld/FC04-22-04.htm#7)

On tile-drained fields: Please, keep records of manure applications on tile-drained fields. If you find that manure is moving to the tile lines, stop spreading immediately, contact your local extension agent.  
There is more concern for manure reaching tile lines when very dilute manure (often from a large area) is applied.  
On non-tiled fields: Records are important to keep of any manure application on all fields.  
Several different record keeping formats are available at: <http://www.maeap.org/cnmp>  
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URL: <http://list.web.net/archives/sludgewatch-1/attachments/20040427/a1666300/attachment1.html>

From maureen.reilly at sympatico.ca Wed Apr 28 16:36:20 2004  
From: maureen.reilly at sympatico.ca (m reilly)

Date: Wed, 28 Apr 2004 16:36:20 -0400  
Subject: Sludge Watch ==> N-Viro lost more than \$1.5 M last year  
Message-ID: <056501c42d60\$77616b40\$4f6fe440@oemcomputer>

Article published Friday, April 16, 2004

**N-Viro seeks profit after 4 years of losses**

One of Toledo's smallest publicly traded companies, N-Viro International Corp., lost The company, which licenses wastewater-treatment technology, neared profitability in N-Viro, meanwhile, had revenues of \$5.4 million last year, up nearly 2 percent from The company has taken significant steps to reduce recurring expenses and limit extra "Behind what may appear as bleak financials is evidence of dramatic change and inves N-Viro expects to save \$40,000 a year, for example, by engaging a different auditor Chief Executive Terry Logan did not return calls seeking comment. N-Viro did not release fourth-quarter figures, as is customary when its annual earni The company's over-the-counter stock closed unchanged yesterday at \$2.60 a share.

From:

toledoblade.com

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URL: <http://list.web.net/archives/sludgewatch-1/attachments/20040428/d552ff55/attach>

From maureen.reilly at sympatico.ca Wed Apr 28 17:17:42 2004

From: maureen.reilly at sympatico.ca (m reilly)

Date: Wed, 28 Apr 2004 17:17:42 -0400

Subject: Sludge Watch ==> Stop Sale Order on N-Viro Product ( US filter , WeCare Or

Message-ID: <05e001c42d66\$3fcc8a60\$4f6fe440@oemcomputer>

**News and Headlines**

Schuylkill County's Reiley Twp. Is Not Alone.

Upstate New York Communities Also Have an N-Viro/We Care Controversy

Following are two recent news stories from the North Countryman, a Denton Publicatio

Beekmantown Seeks Compliance in Waste Issue

By Ann Hawksby

Beekmantown - In response to complaints, the Beekmantown Codes Enforcement officer, The town claims the landowner, Graham Laman, has allowed truckloads of processed hum According to Town Supervisor Dennis Relation, Laman has until Jan.21, 2004 to comply "It has been in effect for 25 years," Relation said, "and it was designed to cover a He listed several examples of what was banned under their town law, including solid Laman could be cited for the violation in the event that he was non-compliant. The topic was discussed at the Clinton County Legislative meeting last Wednesday eve Legislator Joseph Giroux had been under the impression that the Town of Mooers had r Champlain area Legislator Celine Paquette set the record straight, telling her colle That problem began when several area residents complained of late night truck traffi Upon an investigation by local NYS Department of Environmental Conservation officers U.S. Filter was contracted by the City of Plattsburgh to run the compost facility. T The finished product is marketed by We Care Organics LLC, and moved by We Care Trans Giroux said he was concerned about the possibility of leaching, because the compost "I'm concerned about them dumping all over the county," he said, "I guess it's not s Giroux said he was worried about contamination, and would be willing to come to the Relation said to his understanding the compost was being stockpiled on the Laman pro "It was done kind of secretively," he said, adding that he and the code enforcement Clinton County Legislation Urged to Help Control Questionable Compost Dumping Practi Special Meeting to be Arranged

By Ann Hawksby

Plattsburgh -- The Clinton County Legislators got an earful from angry town official Both the Mooers and Beekmantown supervisors spoke of their problematic dealings with Legislators Joseph Giroux and Celine Paquette said they have been actively involved Giroux told fellow board members that compost was being stockpiled, which was a pote Giroux also said handling the Plattsburgh area waste was something he understood, bu He said it was time the legislators stepped in rather than leaving the problems to b Paquette added to his list of problems.

She shared her frustrations in trying to find out about the safety and regulation of "They are all very cooperative at first, then they set up walls," she said, "and the "I have a whole folder full of information I have been compiling," Paquette said hol As the facts unfolded, it was established that the City of Plattsburgh owns the comp We Care actually has two companies involved, We Care Transportation, and We Care Org As Beekmantown Supervisor Dennis Relation spoke to the board of legislators on behal Relation said it was being dumped, truckload after truckload on a gravel pit, which But, more importantly, it was being done just about a mile or so from the shoreline Relation also told the board of a recent Stop Sale Order on the N-Viro product. It w "Now how do we know it hasn't been misrepresented as being safe?" he asked.

He asked if the towns could expect any degree of support or regulation of the compos After some discussion, County Attorney Dennis Curtin said he had not read the contra Curtin explained that county regulation is limited, as the county does not take part Curtin also said no matter who regulates the facility; "their practices must comply He also suggested requesting that the city's environmental engineer provide detailed The board heard from Mooers Town Supervisor John "Jack" Dragoon, who has been trying Neither the Mooers local laws concerning dumping, nor the Zoning Board were able to Referring to the problem in Beekmantown, Dragoon noted that Daniel Steenberge of the "Doesn't that include Beekmantown?" he asked.

"There's some big bucks behind this," Dragoon said, "I don't like to say this but so "I have a lot more information and pictures available if anyone would care to see th As a nearby resident, Keith Spires spoke, he too accused the trucking company and ot Spires said he and 12 other residents have dug wells and are concerned about the pos Both he and Dragoon told the board that We Care had not complied with regulations so "I actually sent them (DEC) a map of the property," Spires said, "telling them where Spires said there is over three acres on the Bashaw Road farm that has a 12-18 inch "I want to know who I can sue in the future when this stuff leaches into my well and Legislative Chairperson, James Langely, Jr., ended the discussions with a promise to

#### News and Headlines

... US Filter was contracted by the City of Plattsburgh to run the compost facility. The firm uses the 'N-Viro' process to transform human waste sludge into a ...

www.budangst.com/news/News1056.htm - 27k

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URL: <http://list.web.net/archives/sludgwatch-1/attachments/20040428/40c725d0/attach>

From maureen.reilly at sympatico.ca Thu Apr 29 15:37:45 2004  
 From: maureen.reilly at sympatico.ca (m reilly)  
 Date: Thu, 29 Apr 2004 15:37:45 -0400  
 Subject: Sludge Watch ==> N-Viro in Halifax - News  
 Message-ID: <034a01c42e21\$72be7760\$896fe440@oemcomputer>

American firm eyes biosolids from harbour cleanup

By Shaune MacKinlay ? The Daily News

A sewage sludge plant used to sit on a hill overlooking the English village of Great Stambridge, Essex. First a small plant, then a much larger plant and now, no plant at all.

It was touted as a state-of-the art facility that would rid the village of the stench of open sewage storage and instead use all that human waste, and more from surrounding municipalities, to create a fertilizer-like product to sell to area farmers.

Now the facility, which used a patented alkaline treatment technology of a Toledo, Ohio-based company N-Viro, is just a bad memory in Great Stambridge. ?The N-Viro company assured everybody that this product was a really wonderful fertilizer and all the local farmers would actually be falling over themselves to buy it barge pole,? said Ron Bailey, a member of the community g to get rid of the plant.

The plant closed in 2001. N-Viro has moved on to new opportunities in Nova Scotia, looking to become part of the Halifax Harbour clean-up project < and leading critics to question whether we really know what we're getting ourselves into.

On March 30, Halifax regional council gave its approval for HRM staff to negotiate with N-Viro and engineering partner SGE Hatch for the design, construction and operation of a ?biosolids? plant at Aero□tech Park that will handle more than 10,000 tonnes per year of sewage sludge once the Halifax Harbour cleanup gets rolling.

N-Viro combines alkaline material such as kiln dust from cement plants with sewage sludge to create a high-pH product that meets Canadian and U.S. fertilizer requirements.□

Relies on heat to kill pathogens

It relies on a heat-producing reaction to kill human pathogens in the sludge.

The company has approached the Brookfield plant of cement giant Lafarge, which has submitted a proposal to provide about 5,000 tonnes of cement kiln dust initially, with more to follow, said plant manager Jim Cross.

Both the city and the province?s Environment and Labour Department have advocated the agricultural use of treated sludge. But, as Great Stambridge learned, farmers aren?t always eager to spread the mixture of human waste and kiln dust on their land, much less pay N-Viro to do it.

Rob Gordon, a Canada research chair at the Nova Scotia Agricultural College in Truro who specializes in environmental management, recalls a meeting with N-Viro officials about a year-and-a-half ago. At that time, they were looking for land for ?biosolid? spreading. By Gordon?s account, the company needed about 1,600 hectares per year and wanted farmers to pay about \$35 a tonne for its product.

?I think they're going to have a real difficult time getting anybody at all in this province interested in utilizing that,? Gordon said.

The community of Old Barns, near Truro, reared up against plans by Inglewood

Farms to spread sewage sludge from metro's Aero-tech settling ponds on its lands.

Granted, that sludge was considered Class B, a grade that is higher in both metals and pathogens than anything N-Viro proposes.

"The science behind a lot of this is pretty sound but the challenge is the unknown and then the public perception that's created from that unknown," Gordon said.

The Nova Scotia Federation of Agriculture is also cautious in its assessment, saying it "does not encourage the use of non-livestock-generated waste as a soil amendment on agricultural land."

It also recognizes that spreading any amount of human waste can create public perceptions "that may not be conducive to the industry's focus on food safety."

"It would have been interesting if local government had approached the farm community to talk about this instead of making the assumption that we'd take it, and even pay for it," said federation head Lawrence Nason.

**Product piled up**

Without a market in the Great Stambridge area, 20,000 tonnes of the N-Viro product piled up, Bailey said.

Even when the company tried to give away samples, farmers found it of little use as a liming agent since they already had a sewage-free supply of lime pellets from the area's water treatment plant, he says.

"Of course, every time there was a wind, it was literally blowing this dust all over the village," he said.

"In the morning your car would just be grey with all this what looked like cement dust all over it, but it was actually the N-Viro product."

In Sarnia, Ont., dewatered sludge is being stockpiled in a shed until N-Viro finds takers.

"No one's knocking down our door to ask for it," said David Fielding, head of the Sarnia engineering department.

In the town of Leamington, Ont., an N-Viro plant that opened in 1996 treats the waste of 19,000 people. Plant manager Mark Maki said farmers initially resisted using the "biosolids," but with soybean and wheat fields that need liming and N-Viro willing to sell its product for far less than traditional lime, it's now tough to keep up with demand.

According to websites for its Ontario plants, the N-Viro product has been sold for as little as about \$1 per ton in Leamington and about \$7.50 a ton in Sarnia.

Rae Wallin, president of N-Viro Systems Canada Inc., disputes those figures and said the product is in hot demand in both Sarnia and Leamington.

He said farmers buy the N-Viro products from fertilizer distributors for about \$20 to \$25 a ton, which also covers the cost of freight and spreading. He sees no reason why markets can't be found in Nova Scotia, where soils are quite acidic.

By his reckoning, the Halifax plant will produce enough limed sludge to cover 4,000 hectares to 4,800 hectares per year.

Alan Brady, HRM's manager of wastewater treatment, said the city is doing its N-Viro homework and is comfortable that metro's sludge and Lafarge's kiln dust can be turned into a high quality soil amendment. The city expects N-Viro to be in charge of selling it.

"The more the revenue that can be generated from this, it reduces the overall operating costs," Brady said.

Sierra Club of Canada sludge watcher Maureen Reilly is not comfortable with the mixing of cement kiln dust and human waste.

"These waste handlers love sewage sludge, love to call it fertilizer, because you only have to test eight or nine metals. You don't test PCBs, you don't test dioxins, there's a very, very narrow span," she said.

Wallin says the Canadian Food Inspection Agency calls for stringent testing

for heavy metal levels in N-Viro products. And, while it's not required under fertilizer regulations, the products are also tested for pathogens. We can't say there are none (pathogens), but they're below detectable limits," he said.

Murray McBride a soil scientist at Cornell University in New York, has studied fields where the N-Viro products have been spread.  
Problem metals

He said some metals that can be found in cement kiln dust do pose problems. One in particular, molybdenum, is readily absorbed into crops for cattle feed, such as grass and clover, and can lead to copper deficiencies that can make cows ill, he said.

Other metals, such as thalium, can also be present and won't be destroyed by the N-Viro process, he said. It can be taken up by plants like cabbage and become a cumulative poison, McBride said.

Should the public be worried? Probably not in the short term, McBride said, if it's spread properly.

"It's not that I'm in favour of it; I'm not in favour of this kind of practice, but, if it's happening, I'll just tell you that you're talking about a very long-term issue that is decades, if not centuries, before metals would become an issue," he said.

If the talks with SGE Hatch and N-Viro don't produce a deal, HRM will issue either issue a new request for proposals for the project and resort to a contingency sludge disposal plan, or negotiate with a second proponent. In Great Stambridge, sewage sludge has found a new home: the landfill.  
smackinlay at hfxnews.ca

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URL: <http://list.web.net/archives/sludgewatch-1/attachments/20040429/f87f333b/attach>

From maureen.reilly at sympatico.ca Wed Apr 28 22:36:33 2004  
From: maureen.reilly at sympatico.ca (m reilly)  
Date: Wed, 28 Apr 2004 22:36:33 -0400  
Subject: Sludge Watch ==> Hudson River Dredge  
Message-ID: <008001c42d92\$c993d380\$896fe440@oemcomputer>

**EPA chooses three dewatering sites**

Updated: 4/28/2004 3:57 PM

By: Capital News 9 web staff

The federal government has selected the locations for three dewatering sites for PCB. Two backup sites have also been chosen. Those sites are in the towns of Moreau and H. The dewatering sites will be used to separate PCB waste from sludge pulled from the. Once the sifting is complete, the processed sediment will be loaded onto barges or t

**Note:**

The real question is 'diposed' to where, as what? As 'topsoil'?

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From maureen.reilly at sympatico.ca Wed Apr 28 21:43:06 2004  
From: maureen.reilly at sympatico.ca (m reilly)  
Date: Wed, 28 Apr 2004 21:43:06 -0400  
Subject: Sludge Watch ==> BSE and roses: bonemeal?  
Message-ID: <006101c42d8b\$522866a0\$896fe440@oemcomputer>

How BSE Went Mad

LeRoy D. Olson, DVM, PhD

Guest Commentary, Apr 2 2001

A first-person chronicle of the development and mishandling of the BSE crisis.

Print-friendly format E-mail this information

A first-person chronicle of the development and mishandling of the BSE crisis.

The first event in Britain that led to the development of bovine spongiform encephal

The reason for the discontinuance was that trichloroethylene irritated the eyes and u

Trichloroethylene had been used for many years in Britain to extract the fat from an

20/20 Hindsight

In retrospect, it appears it was trichloroethylene that was destroying the prions, t

(Incidentally, trichloroethylene was used to extract the oil from soybeans in the U.

If sufficient heat were used to vaporize the remaining trichloroethylene, the result

When trichloroethylene was removed, uneasy British regulatory officials suspected th

They also knew that infected brains and spinal cords subjected to autoclaving, which

To compensate for the possible prion destruction by trichloroethylene and the heat r

After the first few cattle developed the clinical signs and lesions of scrapie in Br  
I was told by British veterinarians after this occurred that within 15 years these c

#### The British Problem Erupts

When the first cattle in Britain developed BSE, the regulatory officials knew they h

Several veterinarians told me the ban on the sale of meat and bone meal derived from

In 1990, British veterinarians were in the U.S. hoping to find the disease. They had

The toll on the British livestock industry has been disastrous. Britain has some of

With the development of the human variant disease of Creutzfeldt- Jakob Disease (CJD

The effects of BSE now extend to other countries. BSE has increased the concerns of

#### Scrapie Is Endemic

Scrapie has been around for centuries. It's endemic in the sheep of many countries,

The first case of scrapie on Earth probably was the result of a mutation. It appeare

I remember in the 1950s while in veterinary school at the University of Minnesota wh

The name, scrapie comes from scraping their skin because it itches. At the time, mos

It was not until the mid-1990s, almost 10 years after the first case of BSE appeared

The U.S. has never had a case of BSE and probably never will unless there is a spont

One favorable factor is that the U.S. has not had to rely on animal- derived supplem

How is scrapie related to CJD, a spongiform encephalopathy in humans? The most signi

Why? Because all rose growers use a lot of bone meal, which is high in phosphorus an

I postulate that the rose growers he is talking about got CJD by inhaling the crappi

The bones and bone marrow of U.S. sheep with scrapie are mixed with the bones of other animals. Bone meal is subjected to high temperatures in the heat-digestion process, thus making bone meal very dusty because it is finely ground.

Scrapie Transmission

Scrapie-infected ewes have been shown to transmit the disease to their lambs. Whether

Trying to detect and identify scrapie or BSE prions in the laboratory is far more costly

Iceland is the only country to eradicate scrapie. Yet, it was reported at a 1998 symposium

With the suspicion that the prions of scrapie are discharged by the mouth and the feces

Stanley Prusiner, discoverer of the prion, once said that the incubation period for scrapie

Prions are an abnormally modified structural form of a normal protein in the neurons

Spongiform encephalopathy is a microscopic description of the many holes that develop in the

Even though prions don't contain DNA or RNA, they apparently propagate themselves by

In summary, the events in Britain which led to the development of BSE in cattle and sheep

The discontinuance of the use of trichloroethylene as a fat solvent in the rendering process  
Increasing the heat in the digestion of the animal residues after the withdrawal of  
The clandestine shipment and sale of BSE-infected animal residues to other countries  
LeRoy D. Olson is a professor emeritus in the University of Missouri's Department of

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URL: <http://list.web.net/archives/sludgewatch-1/attachments/20040428/c75d0143/attachment>

From maureen.reilly at sympatico.ca Wed Apr 28 21:40:22 2004

From: maureen.reilly at sympatico.ca (m reilly)

Date: Wed, 28 Apr 2004 21:40:22 -0400

Subject: Sludge Watch ==> Prions in the sludge and septage - 100 violations of BSE  
Message-ID: <005501e42d8a5f078c5808896fe440@cemcomputer>

Now that cattle with mad cow disease (BSE) have been identified in the US and Canada  
and home properties as Class A and Class B sludge 'fertilizers'.

Most companies honor mad cow regulations

April 28, 2004

Associated Press

Roxana Hegeman

WICHITA, Kan. - Federal regulators say in this story that fewer than 100 of about 14 The Food and Drug Administration inspected 14,037 businesses in the last five months. Another 80 firms had minor violations and were recommended for voluntary action; two The FDA's most serious action typically includes a warning letter and follow-up visit. The database was updated April 23; the inspection data were current to April 17. All of the dozen firms -- in nine states -- had violations that had the potential for The bulwark of the United States' defense against bovine spongiform encephalopathy, Since the 1997 ban, FDA has issued more than 50 recalls of livestock feeds, including The 12 companies with the most serious violations were in Oklahoma, Indiana, Texas,

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URL: <http://list.web.net/archives/sludgewatch-1/attachments/20040428/2a48548f/attach>

From maureen.reilly at sympatico.ca Thu Apr 29 23:21:27 2004

From: maureen.reilly at sympatico.ca (m reilly)

Date: Thu, 29 Apr 2004 23:21:27 -0400

Subject: Sludge Watch ==> Sludge Prompts Disease Fears

Message-ID: <042e01c42e62\$3af935e0\$896fe440@oemcomputer>

Sludge prompts disease fears

April 29, 2004

By Sean Salai

THE WASHINGTON TIMES

WATERFORD, Va. - Residents from Loudoun and Frederick counties say they will demonstrate Linda J. Messick, of Winchester, Va., is among the 120 residents who say they developed Mrs. Messick said she nearly died from two allergic reactions caused by the sludge - "I developed flu-like symptoms overnight," said Mrs. Messick, who had hives covering State officials say they have investigated the complaints in Loudoun County and have "It's hard to engage in a rational discussion with some of these people," said Cal S. However, the residents, who call themselves Loudoun Neighbors Against Toxic Sludge, "As a farm kid from Michigan, I knew about manure being spread on farmland," he said. Such complaints are common across much of rural America. Farmers use the sludge - ei The state Board of Health meeting tomorrow will be held at the Place in Innsbrook, a

"We're protesting because the board has refused to hear our complaints for the past  
The protest group is composed mostly of retired business professionals but includes  
"Bio-solids are a blessing for farmers, because they provide free fertilizer," Mr. R  
Meanwhile, Mrs. Messick says her allergist has given her a supply of needles that sh  
"He is trying to find out what bugs are found in the sludge," Mrs. Messick said. "It

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URL: <http://list.web.net/archives/sludgewatch-1/attachments/20040429/0843581d/attach>

From maureen.reilly at sympatico.ca Fri Apr 30 09:17:18 2004

From: maureen.reilly at sympatico.ca (m reilly)

Date: Fri, 30 Apr 2004 09:17:18 -0400

Subject: Sludge Watch ==> Thunder Bay Ontario - paper sludge and debris dump

Message-ID: <04d801c42eb5\$77ce8d00\$896fe440@oemcomputer>

Local News

Industrial Dump Site Contention Heats Up

Tb News Source

Web Posted: 4/30/2004 8:01:48 AM

The owners of an industrial dump site in Lappe say they will continue using it, desp  
The rural planning board has told the company to stop dumping asbestos, railway ties  
Gibbon says some residents have evidence of non-approved materials being dumped and

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URL: <http://list.web.net/archives/sludgewatch-1/attachments/20040430/db6bcdda/attach>

From maureen.reilly at sympatico.ca Fri Apr 30 12:12:50 2004

From: maureen.reilly at sympatico.ca (m reilly)

Date: Fri, 30 Apr 2004 12:12:50 -0400

Subject: Sludge Watch ==> Lafarge to burn Specified Risk Materials - Biohazard

Message-ID: <063c01c42ecd\$fd467c0\$896fe440@oemcomputer>

This is the public comment notice on the proposed burning of 'animal meal' which I u  
Occupational Health and Safety and Environmental concerns could be a problem. I thi  
Maureen Reilly.....

If you are concerned about the burning to  
alternative fuels  
, that its tires, plastics, animal meal, cellulose, and waste oil at the Lafarge Cem

Application Processor  
Environmental Assessment and Approvals Branch  
Floor 12A, 2 St Clair Ave W  
Toronto, Ontario, M4V 1L5  
PHONE: (416) 314-8225 FAX: (416) 314-8452

Reference EBR nos.: IA03E1902, IA03E1904, IA04E0464, IA04E0465, IA04E0466.

There are five separate applications covering the types of fuel and air emissions. M

Comments can also be emailed to  
tim.edwards at ene.gov.on.ca

ian.parrot at ene.gov.on.ca

More information can be obtained by going to the Environmental Review Board Web Site  
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URL: <http://list.web.net/archives/sludgewatch-1/attachments/20040430/f9a4e0da/attach>

From maureen.reilly at sympatico.ca Wed Apr 21 15:18:10 2004

From: maureen.reilly at sympatico.ca (m reilly)

Date: Wed, 21 Apr 2004 15:18:10 -0400

Subject: Sludge Watch ==> Halifax - take your sewage sludge back

Message-ID: <02b401c427d5\$6b2942c0\$835eb18e@oemcomputer>

Press Release

Sierra Club of Canada Atlantic Canada Chapter

April 21st 2004

Stop sludge slinging in rural Nova Scotia: Halifax should take their sludge back

Halifax: The Regional Municipality of Halifax should take their sewage wastes back t

The lagoon is loaded to an inch and a half from the rim in the biggest lagoon, accor

The permit is currently under appeal by the Municipality of Colchester County. The

Neighbours concerns about the overflowing septic wastes at the site are compounded b

"The local residents would like the Regional Municipality of Halifax and the abattoi

-30-

For more information contact:

Maureen Reilly, Sierra Club of Canada 902 895-3005

Fred Blois, Citizens of RR1 Truro 902 893-2641

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URL: <http://list.web.net/archives/sludgewatch-1/attachments/20040421/ded5c930/attach>

| corcode | twp | rge  | sec | date     | jobname                    | remarks           |
|---------|-----|------|-----|----------|----------------------------|-------------------|
| E05     | 240 | 010E | 05  | 11/01/49 | US NAVY-CAMP WESLEY HARRIS | SW COR S5 T24N R1 |
| C05     | 240 | 010E | 05  | 11/04/49 | US NAVY-CAMP WESLEY HARRIS | W1/4 S5 T24N R1E- |
| A05     | 240 | 010E | 05  | 11/07/49 | US NAVY-CAMP WESLEY HARRIS | NORTH LINE S5 T24 |
| C01     | 240 | 010E | 06  | 10/11/49 | US NAVY-CAMP WESLEY HARRIS | W1/4 S6 T24N R1E- |
| E03     | 240 | 010E | 06  | 10/11/49 | US NAVY-CAMP WESLEY HARRIS | S1/4 S6 T24N R1E- |
| E01     | 240 | 010E | 06  | 10/19/49 | US NAVY-CAMP WESLEY HARRIS | SW COR S6 T24N R1 |
| E05     | 240 | 010E | 06  | 11/01/49 | US NAVY-CAMP WESLEY HARRIS | SE COR S6 T24N R1 |
| C05     | 240 | 010E | 06  | 11/04/49 | US NAVY-CAMP WESLEY HARRIS | E1/4 S6 T24N R1E- |
| A05     | 240 | 010E | 06  | 11/07/49 | US NAVY-CAMP WESLEY HARRIS | NE CC S6 T24N R1E |
| C02     | 240 | 010E | 06  | 10/16/50 | US NAVY-CAMP WESLEY HARRIS | SE PROPERTY CORNE |
| A02     | 240 | 010E | 06  | 10/19/50 | US NAVY-CAMP WESLEY HARRIS | EAST PROP COR-IRO |
| E03     | 240 | 010E | 06  | 10/11/49 | US NAVY-CAMP WESLEY HARRIS | S1/4 S6 T24N R1E- |
| E01     | 240 | 010E | 06  | 10/19/49 | US NAVY-CAMP WESLEY HARRIS | SW COR S6 T24N R1 |
| E03     | 240 | 010E | 07  | 10/11/49 | US NAVY-CAMP WESLEY HARRIS | N1/4 S7 T24N R1E- |
| E01     | 240 | 010E | 07  | 10/19/49 | US NAVY-CAMP WESLEY HARRIS | NW COR S7 T24N R1 |
| E05     | 240 | 010E | 07  | 11/01/49 | US NAVY-CAMP WESLEY HARRIS | NE COR S7 T24N R1 |
| E03     | 240 | 010E | 07  | 10/11/49 | US NAVY-CAMP WESLEY HARRIS | S1/4 S7 T24N R1E- |
| E01     | 240 | 010E | 07  | 10/19/49 | US NAVY-CAMP WESLEY HARRIS | NW COR S7 T24N R1 |
| E05     | 240 | 010E | 08  | 11/01/49 | US NAVY-CAMP WESLEY HARRIS | NW COR S8 T24N R1 |
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| E25     | 240 | 010W | 01  | 10/19/49 | US NAVY-CAMP WESLEY HARRIS | SE COR S1 T24N R1 |
| A21     | 240 | 010W | 01  | 12/09/49 | US NAVY-CAMP WESLEY HARRIS | NW CC S1 T24N R1W |
| C21     | 240 | 010W | 01  | 12/09/49 | US NAVY-CAMP WESLEY HARRIS | W1/4 S1 T24N R1W- |
| E21     | 240 | 010W | 01  | 12/12/49 | US NAVY-CAMP WESLEY HARRIS | SW COR S1 T24N R1 |
| C24     | 240 | 010W | 01  | 09/01/50 | US NAVY-CAMP WESLEY HARRIS | SW PROPERTY CORNE |
| A24     | 240 | 010W | 01  | 09/08/50 | US NAVY-CAMP WESLEY HARRIS | WEST PROP COR-IRO |
| C25     | 240 | 010W | 01  | 10/11/49 | US NAVY-CAMP WESLEY HARRIS | E1/4 S1 T24N R1W- |
| E25     | 240 | 010W | 01  | 10/19/49 | US NAVY-CAMP WESLEY HARRIS | SE COR S1 T24N R1 |
| A24     | 240 | 010W | 01  | 09/08/50 | US NAVY-CAMP WESLEY HARRIS | WEST PROP COR-IRO |
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| C21     | 240 | 010W | 02  | 12/09/49 | US NAVY-CAMP WESLEY HARRIS | E1/4 S2 T24N R1W- |
| E21     | 240 | 010W | 02  | 12/12/49 | US NAVY-CAMP WESLEY HARRIS | SE COR S2 T24N R1 |
| E21     | 240 | 010W | 11  | 12/12/49 | US NAVY-CAMP WESLEY HARRIS | NE COR S11 T24N R |
| E25     | 240 | 010W | 12  | 10/19/49 | US NAVY-CAMP WESLEY HARRIS | NE COR S12 T24N R |
| E21     | 240 | 010W | 12  | 12/12/49 | US NAVY-CAMP WESLEY HARRIS | NW COR S12 T24N R |
| E25     | 240 | 010W | 12  | 10/19/49 | US NAVY-CAMP WESLEY HARRIS | NE COR S12 T24N R |
| V05     | 250 | 010E | 29  | 11/08/49 | US NAVY-CAMP WESLEY HARRIS | SW COR S29 T25N R |
| V05     | 250 | 010E | 30  | 11/08/49 | US NAVY-CAMP WESLEY HARRIS | SE COR S30 T25N R |
| V01     | 250 | 010E | 30  | 04/06/50 | US NAVY-CAMP WESLEY HARRIS | SW COR S30 T25N R |
| V03     | 250 | 010E | 30  | 04/07/50 | US NAVY-CAMP WESLEY HARRIS | S1/4 S30 T25N R1E |
| Z05     | 250 | 010E | 31  | 11/07/49 | US NAVY-CAMP WESLEY HARRIS | SOUTH LINE CC S31 |
| Z05     | 250 | 010E | 31  | 11/07/49 | US NAVY-CAMP WESLEY HARRIS | SE CC S31 T25N R1 |
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| V05     | 250 | 010E | 31  | 11/08/49 | US NAVY-CAMP WESLEY HARRIS | NE COR S31 T25N R |
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| Z03     | 250 | 010E | 31  | 04/19/50 | US NAVY-CAMP WESLEY HARRIS | S1/4 S31 T25N R1E |
| Z02     | 250 | 010E | 31  | 10/19/50 | US NAVY-CAMP WESLEY HARRIS | EAST PROP COR-IRO |
| W02     | 250 | 010E | 31  | 10/26/50 | US NAVY-CAMP WESLEY HARRIS | NE PROPERTY CORNE |
| W01     | 250 | 010E | 31  | / /      | US NAVY-CAMP WESLEY HARRIS | NORTH PROPERTY LI |
| Z05     | 250 | 010E | 32  | 11/07/49 | US NAVY-CAMP WESLEY HARRIS | SW CC S32 T25N R1 |
| X05     | 250 | 010E | 32  | 11/07/49 | US NAVY-CAMP WESLEY HARRIS | W1/4 S32 T25N R1E |
| V05     | 250 | 010E | 32  | 11/08/49 | US NAVY-CAMP WESLEY HARRIS | NW COR S32 T25N R |
| V21     | 250 | 010W | 25  | 03/28/50 | US NAVY-CAMP WESLEY HARRIS | SW COR S25 T25N R |
| V25     | 250 | 010W | 25  | 04/06/50 | US NAVY-CAMP WESLEY HARRIS | SE COR S25 T25N R |
| V21     | 250 | 010W | 26  | 03/28/50 | US NAVY-CAMP WESLEY HARRIS | SE COR S26 T25N R |
| Z21     | 250 | 010W | 35  | 12/09/49 | US NAVY-CAMP WESLEY HARRIS | SE CC S35 T25N R1 |
| X21     | 250 | 010W | 35  | 03/28/50 | US NAVY-CAMP WESLEY HARRIS | E1/4 S35 T25N R1W |
| V21     | 250 | 010W | 35  | 03/28/50 | US NAVY-CAMP WESLEY HARRIS | NE COR S35 T25N R |

|     |     |      |    |          |    |           |               |                   |
|-----|-----|------|----|----------|----|-----------|---------------|-------------------|
| Z21 | 250 | 010W | 36 | 12/09/49 | US | NAVY-CAMP | WESLEY HARRIS | SW CC S36 T25N R1 |
| X21 | 250 | 010W | 36 | 03/28/50 | US | NAVY-CAMP | WESLEY HARRIS | W1/4 S36 T25N R1W |
| V21 | 250 | 010W | 36 | 03/28/50 | US | NAVY-CAMP | WESLEY HARRIS | NW COR S36 T25N R |
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West's Revised Code of Washington Annotated Currentness

Title 79A. Public Recreational Lands

▣ Chapter 79A.25. Recreation and Conservation Funding Board (Refs & Annos)

→ **79A.25.005. Policy--Mission of Board**

(1) As Washington begins its second century of statehood, the legislature recognizes that renewed efforts are needed to preserve, conserve, and enhance the state's recreational resources. Rapid population growth and increased urbanization have caused a decline in suitable land for recreation and resulted in overcrowding and deterioration of existing facilities. Lack of adequate recreational resources directly affects the health and well-being of all citizens of the state, reduces the state's economic viability, and prevents Washington from maintaining and achieving the quality of life that it deserves.

It is therefore the policy of the state and its agencies to preserve, conserve, and enhance recreational resources and open space. In carrying out this policy, the mission of the recreation and conservation funding board and its office is to (a) create and work actively for the implementation of a unified statewide strategy for meeting the recreational needs of Washington's citizens, (b) represent and promote the interests of the state on recreational issues in concert with other state and local agencies and the governor, (c) encourage and provide interagency and regional coordination, and interaction between public and private organizations, (d) administer recreational grant-in-aid programs and provide technical assistance, and (e) serve as a repository for information, studies, research, and other data relating to recreation.

(2) Washington is uniquely endowed with fresh and salt waters rich in scenic and recreational value. This outdoor heritage enriches the lives of citizens, attracts new residents and businesses to the state, and is a major support of its expanding tourist industry. Rising population, increased income and leisure time, and the rapid growth of boating and other water sports have greatly increased the demand for water related recreation, while waterfront land is rapidly rising in value and disappearing from public use. There is consequently an urgent need for the acquisition or improvement of waterfront land on fresh and salt water suitable for marine recreational use by Washington residents and visitors. To meet this need, it is necessary and proper that the portion of motor vehicle fuel taxes paid by boat owners and operators on fuel consumed in their watercraft and not reclaimed as presently provided by law should be expended for the acquisition or improvement of marine recreation land on the Pacific Ocean, Puget Sound, bays, lakes, rivers, reservoirs and other fresh and salt waters of the state.

**CREDIT(S)**

[2007 c 241 § 39, eff. July 1, 2007; 1989 c 237 § 1; 1965 c 5 § 1 (Initiative Measure No. 215, approved November 3, 1964). Formerly RCW 43.99.010.]

<(Formerly: Interagency Committee for Outdoor Recreation)>

**HISTORICAL AND STATUTORY NOTES**

**Intent--2007 c 241:** "The legislature intends to change the name of the interagency committee for outdoor recreation to the recreation and conservation funding board. Similarly, the office of the interagency committee is renamed the recreation and conservation office.

The legislature does not intend this act to make any substantive policy changes other than to change or clarify the names of the relevant entities.

The name changes in this act have no impact on the powers, duties, or responsibilities previously delegated to the interagency committee for outdoor recreation or the office of the interagency committee by statute, budget proviso, or executive order.

The name changes in this act have no impact on the validity of the documents, contracts, agreements, policies, and written decisions made, entered into, recorded, issued, or established before this name change by the interagency committee for outdoor recreation, its office, or director. Documents, contracts, agreements, policies, publications, and written decisions are not required to be changed to conform to the name changes, and the continued use of former names on documents made, recorded, issued, or established prior to the changes in this act does not affect the document's validity after the change." [2007 c 241 § 1.]

**Effective date--2007 c 241:** "This act is necessary for the immediate preservation of the public peace, health, or safety, or support of the state government and its existing public institutions, and takes effect July 1, 2007." [2007 c 241 § 76.]

**Effective date--1989 c 237:** "This act is necessary for the immediate preservation of the public peace, health, or safety, or support of the state government and its existing public institutions, and shall take effect on June 30, 1989." [1989 c 237 § 9.]

Laws 1999, ch. 249, § 1601, eff. July 25, 1999, recodified § 43.99.010 as this section.

#### LAW REVIEW AND JOURNAL COMMENTARIES

The right to float on by: why the Washington legislature should expand recreational access to Washington's rivers and streams. Dustin Trowbridge Till, 28 Seattle U.L.Rev. 1093 (2005).

#### LIBRARY REFERENCES

##### 2008 Main Volume

- Navigable Waters  2.
- Westlaw Topic No. 270.
- C.J.S. Navigable Waters §§ 20 to 21, 23 to 30, 33.

#### NOTES OF DECISIONS

##### In general 1

##### 1. In general

County ordinance banning motorized personal watercraft (PWC) use on all marine waters and one lake in the county did not conflict with the recreational vessel registration statute, the statute governing safe operation of

motorboats, the Shoreline Management Act of 1971, the Marine Recreation Land Act of 1964, or the public trust doctrine; thus, the ordinance did not violate a state constitutional provision granting police power to local governments. *Weden v. San Juan County* (1998) 135 Wash.2d 678, 958 P.2d 273, reconsideration denied. Counties ↪ 24; Navigable Waters ↪ 16; Shipping ↪ 5; Shipping ↪ 11

West's RCWA 79A.25.005, WA ST 79A.25.005

Current with 2009 Legislation effective through April 12, 2009

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END OF DOCUMENT

West's RCWA 79A.25.210



West's Revised Code of Washington Annotated Currentness

Title 79A. Public Recreational Lands

▣ Chapter 79A.25. Recreation and Conservation Funding Board (Refs &amp; Annos)

**→ 79A.25.210. Firearms range account--Grant program--Rules**

The firearms range account is hereby created in the state general fund. Moneys in the account shall be subject to legislative appropriation and shall be used for purchase and development of land, construction or improvement of range facilities, including fixed structure construction or remodeling, equipment purchase, safety or environmental improvements, noise abatement, and liability protection for public and nonprofit firearm range training and practice facilities.

Grant funds shall not be used for expendable shooting supplies, or normal operating expenses. In making grants, the board shall give priority to projects for noise abatement or safety improvement. Grant funds shall not supplant funds for other organization programs.

The funds will be available to nonprofit shooting organizations, school districts, and state, county, or local governments on a match basis. All entities receiving matching funds must be open on a regular basis and usable by law enforcement personnel or the general public who possess Washington concealed pistol licenses or Washington hunting licenses or who are enrolled in a firearm safety class.

Applicants for a grant from the firearms range account shall provide matching funds in either cash or in-kind contributions. The match must represent one dollar in value for each one dollar of the grant except that in the case of a grant for noise abatement or safety improvements the match must represent one dollar in value for each two dollars of the grant. In-kind contributions include but are not limited to labor, materials, and new property. Existing assets and existing development may not apply to the match.

Applicants other than school districts or local or state government must be registered as a nonprofit or not-for-profit organization with the Washington secretary of state. The organization's articles of incorporation must contain provisions for the organization's structure, officers, legal address, and registered agent.

Organizations requesting grants must provide the hours of range availability for public and law enforcement use. The fee structure will be submitted with the grant application.

Any nonprofit organization or agency accepting a grant under this program will be required to pay back the entire grant amount to the firearms range account if the use of the range facility is discontinued less than ten years after the grant is accepted.

Entities receiving grants must make the facilities for which grant funding is received open for hunter safety education classes and firearm safety classes on a regular basis for no fee.

Government units or school districts applying for grants must open their range facility on a regular basis for hunter safety education classes and firearm safety classes.

The board shall adopt rules to implement chapter 195, Laws of 1990, pursuant to chapter 34.05 RCW.

West's RCWA 79A.25.210

CREDIT(S)

[2007 c 241 § 54, eff. July 1, 2007; 1996 c 96 § 1; 1994 sp.s. c 7 § 443; 1990 c 195 § 2. Formerly RCW 77.12.720.]

<(Formerly: Interagency Committee for Outdoor Recreation)>

HISTORICAL AND STATUTORY NOTES

**Intent--Effective date--2007 c 241:** See notes following RCW 79A.25.005.

**Finding--Intent--Severability--1994 sp.s. c 7:** See notes following RCW 43.70.540.

**Effective date--1994 sp.s. c 7 §§ 401-410, 413-416, 418-437, and 439-460:** See note following RCW 9.41.010.

**Findings--1990 c 195:** "Firearms are collected, used for hunting, recreational shooting, and self-defense, and firearm owners as well as bow users need safe, accessible areas in which to shoot their equipment. Approved shooting ranges provide that opportunity, while at the same time, promote public safety. Interest in all shooting sports has increased while safe locations to shoot have been lost to the pressures of urban growth." [1990 c 195 § 1.]

Laws 1999, ch. 249, § 1601, eff. July 25, 1999, recodified § 77.12.720 as this section.

**Source:**

Laws 1988, ch. 263, § 9.

Former § 77.12.195.

West's RCWA 79A.25.210, WA ST 79A.25.210

Current with 2009 Legislation effective through April 12, 2009

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WASHINGTON STATE  
Recreation and  
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- Recreation and Conservation Funding Board (RCFB) ▶
- Salmon Recovery Funding Board (SRFB) ▶
- Washington Forum On Monitoring ▶
- Washington Biodiversity Council
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- Resources for Reporters
- About Us ▶
- Special Projects ▶
- Grant Project Maps
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**The Recreation and Conservation Office**

(formerly the Office of the Interagency Committee) creates and maintains opportunities for recreation, protects the best of the state's wild lands, and contributes to the state's efforts to recover salmon from the brink of extinction. A small state agency, the office supports five boards:

- Recreation and Conservation Funding Board (RCFB)
- Salmon Recovery Funding Board (SRFB)
- Forum on Monitoring Salmon Recovery and Watershed Health
- Washington Biodiversity Council
- Invasive Species Council

Together, the boards provide leadership, funding, and technical assistance to:

**Help Build Communities**

- Parks
- Boating facilities
- Firearms, archery ranges
- Trails
- Off-road vehicle areas
- Play fields
- Access to the water



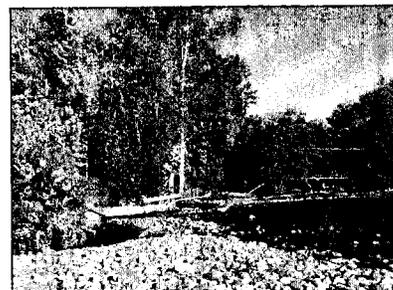
The Recreation and Conservation Office manages 11 grant programs. In the 2005-07 biennium, office managed the award of more than \$305 million in grants for more than 1,000 projects. Grantees contributed another nearly \$257 million, making the total investment more than \$562 million in Washington's great outdoors.



**Protect and Restore Our Diverse Wild Areas**

- Protect and restore habitats
- Track salmon health and recovery
- Protect Washington state's diverse biological heritage

**Dungeness River Railroad Bridge Restorat**



**News &**



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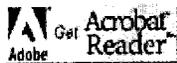
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**See our Featured Projects**



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WASHINGTON STATE

Recreation and Conservation  
Funding Board

**FIREARMS AND  
ARCHERY RANGE  
RECREATION  
PROGRAM:  
*Policies and  
Project Selection***

**11**

**MARCH 2009**

## Recreation and Conservation Office

***Our Mission*** Provide leadership and funding to help our partners protect and enhance Washington's natural and recreational resources for current and future generations.

***Our Services*** Statewide strategic investments through policy development, grant funding, technical assistance, coordination, and advocacy.

***Our Values*** Efficient, fair, and open programs conducted with integrity. The results foster healthy lifestyles and communities, stewardship, and economic prosperity in Washington.



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## SECTION 1 — PROGRAM & POLICIES DESCRIPTION

**INTRODUCTION** In 1988 the state legislature created the Firearms Range Committee to assess the needs of law enforcement, sports groups, and the general public for archery ranges and shooting facilities (RCW<sup>1</sup> 79A.25.220). In 1990, the committee submitted a report that identified a need for a program and fund source to acquire, develop, and renovate shooting and archery ranges and facilities.

In response, the 1990 Legislature created the Firearms Range Account. Administered by the Recreation and Conservation Office (RCO), a portion of the money collected from the sale of concealed pistol licenses supports the Firearms and Archery Range Recreation (FARR) Program.

(RCW 9.41.070).

This manual provides definitions and other basic information on procedures and guidelines used in this program.

**Program Goal** The FARR Program's primary goal is to assist with acquisition, development, and renovation of firearm and archery range facilities to provide for increased general public access to ranges. This includes access by:

- ▶ Law enforcement personnel
- ▶ Members of the general public with concealed pistol or hunting licenses
- ▶ Those enrolled in firearm or hunter safety education classes.

**Eligible Applicants** FARR Program funds are available to nonprofit shooting organizations (page 7), state, and local governments. RCW 79A. 25.210

Local governments are municipal corporations, such as cities, counties, school districts, port districts, park and recreation districts, public utility districts, etc., if legally authorized to develop and maintain recreation facilities.

**Manual Authority** Authority for the policies in this publication is found in RCW 79A. 25.210, 79A. 25.220, 79A. 25.230, and Title 286 WAC<sup>2</sup>. IAC's board adopted these policies in a public meeting.

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<sup>1</sup> RCW — Revised Code of Washington, laws enacted by the legislature.

<sup>2</sup> WAC — Washington Administrative Code, rules adopted by state agencies, often to implement a statute.

**Firearms Range  
Advisory  
Committee**

RCW 79A. 25.220 created an advisory committee to counsel RCO on FARR matters. This Committee provides advice to RCO regarding program policy and procedure, and to staff and project applicants on technical elements and the merits of project proposals. It also sits as an evaluation team to rank grant requests for the Recreation and Conservation Funding Board (RCFB).

RCO's Director appoints Committee members from the following groups for two year terms:

- ▶ Archery sports
- ▶ Black powder sports
- ▶ General public
- ▶ Hunter education
- ▶ Hunters
- ▶ Law enforcement
- ▶ Pistol sports
- ▶ Rifle sports
- ▶ Shotgun sports
- ▶ Washington Military Dept.

RCO's Director may appoint ex officio members to the Committee to provide additional representation and expertise.

**INFORMATION  
SOURCES**

RCO encourages anyone interested in its programs to contact its staff at:

|                                      |                                                              |
|--------------------------------------|--------------------------------------------------------------|
| Natural Resources Building           | Phone (360) 902-3000                                         |
| 1111 Washington Street, Floor 2 East | FAX (360) 902-3026                                           |
| P.O. Box 40917                       | TDD (360) 902-1996                                           |
| Olympia, Washington 98504-0917.      | E-mail: <a href="mailto:info@rco.wa.gov">info@rco.wa.gov</a> |
|                                      | <a href="http://www.rco.wa.gov">http://www.rco.wa.gov</a>    |

**Programs,  
Schedules**

Each year, RCO publishes a description of its grant programs. This information outlines basic program facts such as available funding, grant limits, eligible sponsors, and important dates. Additionally, RCO publishes detailed schedules annually for all of its grant programs. Each identifies important deadlines, meeting dates, and locations.

**Related  
Publications**

Depending on the type of project submitted, and the stage in the grants cycle, program participants should be familiar with these RCO manuals:

- ▶ *Acquiring Land: Policies* - #3
- ▶ *Development Projects: Policies* - #4
- ▶ *Application Instructions* - #5
- ▶ *Funded Projects: Policies & the Project Agreement* - #7
- ▶ *Reimbursements: RCFB/SRFB Grant Programs* - #8.

In addition, WAC 286-04, 286-06, 286-13, and 286-30 establish administrative rules for the FARR Program.

Contact IAC to obtain copies of these free publications. Each can be made available in an alternative format.

**Workshops**

In the winter and/or spring of each year, RCO conducts workshops to provide information about its funding programs. The first series of workshops provide general program information and application requirements. The second workshop series is an orientation for successful applicants and covers such information as basic responsibilities, fiscal requirements, and Project Agreements.

Facility managers certify all RCO meeting sites as barrier free according to federal *Americans With Disabilities Act* or WAC 51.50 standards. To request other disability accommodations, such as listening aids and/or alternative format handout material, contact RCO at least 14 days before the event.

**GENERAL  
POLICIES**

All FARR Program fund recipients must:

*RCW 79A.25.210 & LAC policy*

**Legal Requirements**

- ▶ Exercise operational and management practices that allow for the inclusion of all segments of the population.
- ▶ Regularly open usable facilities for –
  - ▷ Law enforcement personnel *or*
  - ▷ The general public who possess Washington concealed pistol or hunting licenses *or*
  - ▷ Persons enrolled in hunter safety or firearm safety classes.
- ▶ Regularly provide the facilities at no fee to hunter safety *and* firearm safety classes, *except* that archery ranges need not be open to firearm use.
- ▶ Repay "the entire grant amount... if use of the range facility is discontinued less than ten years after the grant is accepted," that is, from the date of the last RCO reimbursement.

Further, the statutes require that "Government units and school districts *applying for grants* must open their range facility on a regular basis for hunter safety education classes and firearm safety classes." [Emphasis added.]

**Funding Priorities**

RCO gives funding preference to projects that have specific features. This preference is shown in the evaluation instrument that places a high priority on projects that excel by:

- ▶ Filling a real *need*
- ▶ Contributing to the *safety and/or noise reduction* of a range facility
- ▶ Adhering to high *design* standards
- ▶ *Expanding* and/or *renovating* existing shooting facilities
- ▶ Providing for legislatively *mandated users* (license holders, hunter/firearm education, or law enforcement)
- ▶ Providing regular and convenient hours for *public use*
- ▶ *Reducing threats* to the availability of a FARR opportunity

- ▶ Presenting a *budget* that appropriately estimates and explains costs
- ▶ Bringing a high proportion of *matching value* to the project (cash, goods, services, etc.).

**Public Use**

***Providing for Public Use.*** Projects assisted with FARR Program funds must provide for public use. "Public use" means that the general community (for example, persons not affiliated with the applicant's organization) has regular access to the shooting facility. Competitive events that require participants to be certified prior to use do not meet RCO's definition of public use. See evaluation question #9.

***Minimum Availability.*** Assisted projects will be open for public use a minimum 8 hours each month. This assumes the facility is *open for other uses* at least 8 hours per month. In months when the facility is available for other uses less than eight hours, it will be open to the public the same number of hours that it is open for other purposes.

***Notices.*** Information regarding facility availability to the public must be easily accessible *and* included whenever hours of operation are provided.

**Project Agreement**

After approval of funding, and before executing a Project Agreement, RCO's Director may request additional information prior to execution. After the applicant supplies this information, RCO sends the Agreement.

Successful applicants must sign RCO's Project Agreement to become eligible sponsors. The provisions of this Agreement remain effective for 10 years from the date of RCO's last reimbursement to the sponsor.

**Conversions**

In all cases, RCO monitors projects for compliance with the Agreement. If RCO finds that the sponsor is out of compliance within 10 years of the last reimbursement, a "conversion" can be declared. When a conversion occurs, RCO can require a sponsor to compensate the program in specific ways, including:

- ▶ Pay back the entire grant amount to the firearms range account if —
  - ▷ The use of the range facility is discontinued,
  - ▷ The nonprofit organization sponsor fails to maintain nonprofit or not-for-profit status,
  - ▷ The sponsor fails to maintain proper liability insurance.
- ▶ Replace each converted element with similar land or facilities — the replaced elements must be of at least equal value, usefulness, and location.

Conversions are explained in more detail in Manual 7, *Funded Projects: Policies and the Project Agreement*.

**Funds Must Augment**

RCO intends that FARR Program funding enhance the capabilities of range providers. It is designed to achieve results that would not be possible without state funding. Therefore, it shall not replace any funding that would otherwise be available.

(RCW 79A.25.210) ¶2

**Matching Resources**

Applicants must match FARR funds as follows –

1. For noise abatement or safety improvement projects or project elements, match at least “one dollar in value for each two dollars of the grant” (33 percent match required).
2. For all other projects or project elements, match at least “one dollar in value for each one dollar of the grant” (50 percent match required).
3. A sponsor's matching contribution may include cash, donated land, labor, materials, or equipment use.
4. An RCO grant may be used to help meet the match requirements of another RCO grant if:
  - a. The grants are not from the same RCO grant program.
  - b. Only elements eligible in *both* grant programs are counted as the match.
  - c. Each grant is evaluated independently and on its own merits, as if the match were coming from elsewhere.
  - d. The sponsor satisfies the requirement in #4 below.
4. At least 10% of the total project cost must be provided in the form of a non-state, non-federal contribution.
5. *Not allowed as a match:*
  - a. Existing sponsor assets such as real property and/or developments.
  - b. Costs that are double counted (that is, a cost incurred by a sponsor in a project that has been reimbursed by RCO shall not be used in another RCO project).
  - c. Costs incurred prior to the execution of a Project Agreement
6. RCO will not reimburse more than the sponsor's “out-of-pocket” costs.

**Fund Assistance Limits**

While an applicant may submit more than one application, RCO's contribution to any single application will not exceed \$50,000. Each application is confined to a single site. See page 8 for limits on costs for planning, permits, engineering, and construction supervision.

**Phased Projects**

Sponsors may phase larger proposals into two or more “stand alone” projects. Phased projects are subject to the following:

- Approval of any single phase is limited to that phase; no endorsement or approval is given or implied toward future phases.
- Each phase must stand on its merits as a viable project.
- Each phase must be submitted as a separate application.
- Progress on earlier phases is considered by RCO when making decisions on current projects.

**Public Hearing/Meeting Requirements**

RCFB's role is to assist in funding grant proposals and *not* to act as a hearings board before whom land use issues are argued. RCFB's intent is that all proposals, to the extent possible, have the support of the local community and be ready for implementation to ensure the maximum benefit is gained from FARR funds.

For this reason, RCFB's funding session should not be the first public meeting in

which the interested parties have a chance to express views on your project. RCO requires applicants to hold at least one public hearing (governmental applicants) or an advertised, open public meeting (nonprofit organizations). Specifically, applicants must conduct hearings/meetings if their projects will:

- Buy or develop a range facility where none currently exists, or
- Result in a substantial new external impact on the surrounding area.

Whenever possible, RCO encourages applicants to meet these requirements in as convenient a manner as possible. For example, applicants may combine the FARR public meeting with other meetings that may have been scheduled.

Applicants must provide a minimum of 10 days' notification to all persons who may reasonably be expected to have an interest in attending. After the hearing/meeting, applicants must provide RCO with a *Public Hearing/Meeting Certification* (see *Appendix A*). This must be completed by the FARR Program's technical completion deadline announced by RCO's Director each grant cycle.

**Universal, Barrier-Free Access**

Sponsors must ensure that all facilities developed with RCFB funds meet barrier-free standards or guidelines. Several laws and codes provide guidance and minimum technical designs to meet these requirements (Americans With Disabilities Act, State Building Code: Accessibility, GSA ADAABA Standards, etc.). FARR Program facilities not specifically covered by these laws and codes are not exempt from barrier-free access. Sponsors must, to the highest degree reasonable, make project elements accessible. To this end, applicants should refer to RCO's "Universal, Barrier-Free Access" policy in Manual 4, *Development Projects: Policies*.

**User Fees and Charges**

User or other fees may be charged for areas and facilities acquired and/or developed with FARR grants, *except* that no facility fee shall be charged for firearm or hunter safety classes. See RCO Manuals 4 and 7, *Development Projects: Policies* and *Funded Project: Policies and the Project Agreement* for further information regarding fees and charges.

**Liability Insurance**

Throughout the sponsor's obligation to the project (a minimum of ten years from final reimbursement) each project sponsor must carry liability insurance appropriate to pay all successful claims. The coverage shall be at least one million dollars for the death or injury to any person. The policy must insure by name Washington State, RCFB, and RCFB's members. The policy must require the insurer to give IAC at least thirty days' notice before cancellation by the insurer, and no more than ten days' notice following termination by the insured.

The project sponsor may use either its funds, or FARR grant funds, or a combination thereof, to pay premiums on this policy. Payment of liability insurance is limited to two years per project.

No person or organization may look to RCO to recover a claim due to this requirement. That is, if death, injury, or damage to property at or near the FARR facility occurs, claimant(s) must look to the project sponsor or others for recovery.

**Developments — Control and Tenure** An applicant must establish that it has adequate control over any land to be developed. This must include one of the following:

- ▶ Fee title
- ▶ Lease
- ▶ Easement.

The application must identify all outstanding rights or interests held by others in the land to be developed. If any outstanding rights later prove to be incompatible with public use of the site, the sponsor must remedy the situation to RCO's satisfaction. This includes replacing any facilities developed with FARR program funds with other facilities of at least equal value, use, and location. This must be done at no cost to the FARR Program.

The applicant must provide evidence that the following conditions have been satisfied when proposing a development on leased land:

- ▶ At least 10 years will remain on the lease from the date of RCO's last reimbursement,
- ▶ The lease is not revocable at will, and
- ▶ The development and its intended uses are consistent with and legally permissible under the conditions of the lease.

## **ELIGIBILITY POLICIES**

This section provides information on applicants, projects and costs eligible for funding.

### **Nonprofit Organizations**

As indicated on page 1, eligible applicants include nonprofit shooting organizations. Such organizations must:

- ▶ Be registered with the State of Washington as a non-profit.
- ▶ Name a successor (see below) at the time of any change in organizational status (for example, dissolution), in accordance with state law.
- ▶ Have been active in shooting related activities for at least one year.
- ▶ Not discriminate on the basis of age, disability, gender, income, race, or religion. For example, "boys only" or "girls only" organizations are not eligible to apply for grants.

RCO's intent is that non-profit project sponsors maintain non-profit status. Since this is not always possible, a successor organization must agree in writing to assume any on-going project responsibilities, should the original organization's status change. The responsibilities are identified in the Project Agreement. A qualified successor is any party eligible to apply for FARR funds and capable of complying with Project Agreement responsibilities.

### **Eligible Projects**

RCO's Director may declare elements not listed as eligible if they help meet FARR Program goals (page 1).

**Land Acquisition Projects.** Sponsors may acquire real property in fee title, free and clear of underlying liens. Lesser interests, such as significant leases (at least 10 years) and easements, may also be acquired.

**Development Projects.** RCO funds may be used to develop and/or renovate range facilities. This includes fixed structures related to range use and management, safety, environmental, accessibility and noise abatement. The following project elements are eligible:

- |                                   |                                 |
|-----------------------------------|---------------------------------|
| ▶ Closed circuit security cameras | ▶ Roads, paths, parking         |
| ▶ Clubhouses                      | ▶ Safety baffles                |
| ▶ Duck towers                     | ▶ Shooting stands               |
| ▶ Fencing                         | ▶ Signs                         |
| ▶ Indoor ranges                   | ▶ Site preparation, landscaping |
| ▶ Lighting                        | ▶ Skeet houses                  |
| ▶ Picnic shelters                 | ▶ Target holders, bullet traps  |
| ▶ Rest rooms                      | ▶ Utilities.                    |

**Ineligible Projects** Projects *not* eligible for FARR Program funding include those:

1. Involving only planning, design, operation or maintenance of range facilities
2. On property bought under a conditional sales contract, unless the project sponsor has title to the property
3. With deed provisions that have a significant negative impact on public recreational use of the property
4. That unfairly discriminate among users
5. With areas or facilities that have exclusive lease privileges
6. Project involving liability insurance only.

**Eligible Costs** Costs for the following activities *are* eligible for reimbursement under the FARR Program:

1. Planning, engineering, and construction supervision including:
 

|                             |                              |
|-----------------------------|------------------------------|
| ▶ Bid documents             | ▶ Permits                    |
| ▶ Construction drawings     | ▶ Site specific master plans |
| ▶ Cultural resources survey | ▶ Survey                     |
| ▶ Design and engineering    | ▶ Testing                    |

Information about reimbursement limits is contained in RCO policy Manual 4, *Development Projects*.

2. Demolition and site preparation
3. Construction costs (including bid advertising costs)
4. Land acquisition costs:
  - a. Allowable land costs —
 

|                           |                  |
|---------------------------|------------------|
| ▶ Improvements, buildings | ▶ Mineral rights |
| ▶ Land                    | ▶ Timber         |
  - b. Incidental costs —
 

|                               |                        |
|-------------------------------|------------------------|
| ▶ Administration (state only) | ▶ Noxious weed control |
| ▶ Applicable taxes            | ▶ Recording fees       |
| ▶ Appraisal & review          | ▶ Relocation           |
| ▶ Closing costs               | ▶ Signing              |

- ▶ Fencing
  - ▶ Hazardous substances review
  - ▶ Survey
  - ▶ Title reports/insurance
5. Purchase of range fixtures and capital equipment, so long as not related to operation and maintenance
  6. Liability insurance for public use of firearm and archery range and training facilities.

**Ineligible Costs**

The following costs are *not* eligible for FARR Program reimbursement:

1. Expendable shooting supplies including ammunition and targets
2. Typical operating costs including, but not limited to, salaries, benefits, operating supplies, utility costs, and insurance (*except* liability)
3. Ceremonial or entertainment expenses
4. Publicity expenses (except legal requirements for public notice)
5. Bonus payments of any kind
6. Taxes for which the organization involved would not have been liable to pay
7. Charges incurred contrary to the policies and practices of the organization involved or RCO
8. The cost of contributed materials if their value is not substantiated
9. The value of personal properties, unless specifically approved in advance by RCO's Director
10. The value of discounts not taken
11. Appliances, office equipment, furniture and utensils/tools
12. Donations or contributions made by the participant, such as to a charitable organization
13. Losses arising from uncollectible accounts and related costs
14. Planning and engineering fees in excess of the amount allowed in this grant program, unless otherwise approved by RCO's Director
15. Charges in excess of the lowest acceptable bid when competitive bidding is required, unless RCO's Director authorizes the higher costs, in writing, before the award of a contract
16. Damage judgments arising from acquisition and/or developing a facility, whether determined by a judicial decision, arbitration, or otherwise
17. Equipment to be used for the construction, maintenance, and/or operation of shooting and archery facilities such as tractors, hand tools, power tools, mowers, firearms, bows, and hearing and eye protection devices
18. Fines, penalties, interest expenses, deficit/overdraft charges, and losses from uncollectible accounts
19. Land acquisition and/or development costs incurred before execution of the Project Agreement (*except* land purchases made under RCO's written Waiver)

of Retroactivity).

**Prevailing Wage** When using contracted labor, prevailing wages must be paid on all projects financed with state monies. Prevailing wage is defined as the hourly wage, usual benefits and overtime, paid in the largest city in each county, to the majority of workers, laborers, and mechanics. Prevailing wages are established, by the Department of Labor and Industries, for each trade and occupation employed in the performance of the work. They are established separately for each county, and are reflective of local wage conditions.

FARR funds are state grant funds. However, if federal funding is part of the project match, Davis/Bacon must be followed unless the federal funding source specifically is identified as exempt from the requirement in the federal agreement. In instances where a project is funded by both state and federal sources, the higher of the two wages must be paid.

**Noise Abatement & Safety Improvement Projects** RCO gives a high priority to noise abatement and safety improvements. Such projects also qualify for a higher level of reimbursement (see page 5). To be eligible, a sponsor must add specific elements to an *existing facility to significantly protect surrounding non-range/FARR properties*. These elements must provide protection from auditory disturbances and projectile hazards originating on the range facility.

To qualify for this higher funding level, the applicant must identify each eligible item by the technical completion deadline. Once RCO's Director or designee concurs and RCO's board approves the item(s), they become eligible for the higher level of matching funds. The only items eligible are:

- ▶ Noise Abatement Elements —
  - ▷ Land acquisition for buffering purposes
  - ▷ Containment structures (walls, roofs, berms)
  - ▷ Insulation.
- ▶ Safety Improvement Elements —
  - ▷ Perimeter fencing
  - ▷ Land acquisition for buffer purposes
  - ▷ Projectile containment structures (walls, roofs, berms, baffles).

**Cultural Resources Review** Executive Order 05-05, *Archaeological and Cultural Resources* (<http://www.governor.wa.gov/execorders>), directs state agencies to review all:

- ▶ Capital construction projects and
- ▶ Land acquisition projects carried out for the purpose of capital construction.

Such projects must be reviewed for potential impacts to cultural resources<sup>3</sup> to ensure that reasonable action is taken to avoid adverse impacts to these resources.

<sup>3</sup> Cultural resources means archeological and historical sites and artifacts, and traditional areas or items of religious, ceremonial, and social uses to affected tribes.

**Review Process.** Using materials submitted as part of the application (including the cultural resource reporting forms<sup>4</sup>), RCO submits projects to the Department of Archaeology and Historic Preservation (DAHP) for a determination of possible impacts to cultural resources and whether consultation will be required.

Any consultation required by DAHP will involve the applicant, DAHP, RCO, and any affected tribe(s). The outcome of the consultation may require an applicant to complete a cultural resources survey and a continuation of the consultation to determine next steps. The consultation must be completed before RCO will disburse any funds.

## PROJECT SELECTION PROCESS

FARR grants are awarded at least once each biennium. While the order of the steps in this process remains consistent each grant cycle, RCO's Director may adjust actual dates. For this reason, and since other important deadlines exist, *applicants must obtain the full FARR Program schedule, revised before each grant cycle for the exact schedule.*

**Workshops.** RCO conducts workshops annually to provide information about its funding programs. These sessions are typically held in the winter and/or spring of each year in several state locations. Scheduling is usually completed in early January. Call for information about dates and locations.

**Letter of Intent Form Due.** Each applicant should inform RCO of its intent to submit an application by sending in a completed and non-binding *Letter of Intent* form. While alerting RCO to the presence of a probable grant request, the form also enables RCO to send interested parties information on the latest procedures, deadlines, and grant materials. Call for a copy of the form.

**Application Material Deadline.** On submission of grant application, each applicant is assigned an RCO Grants Manager. This manager assists applicants through the project selection process. **Applications received after the deadline will be returned unless previous arrangements have been approved by RCO's Director.**

**Project Review Meeting.** This meeting gives applicants an opportunity to describe their proposal to the Firearms Range Advisory Committee in advance of project evaluations. The Advisory Committee, in turn, provides opinions on both the strengths and weaknesses of the proposal. Applicants then have an opportunity to consult with RCO staff to determine what, if any, changes may be desirable to improve the project.

**Project Evaluation Meeting.** Applicants present their projects to the Firearms Range Advisory Committee for scoring. The resulting ranked list of projects is the foundation for RCO staff's funding recommendation to RCFB. The evaluation instrument beginning on page 15 is the basis for scores.

**RCFB Approves Funding.** RCFB makes funding decisions in an open meeting where public testimony is encouraged. At this meeting, RCO staff summarizes all projects. Applicants are encouraged, but not required, to attend.

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<sup>4</sup> Download copies of DAHP's cultural resource reporting forms at <http://www.dahp.wa.gov/pages/Documents/EnvironmentalReview.htm>.

**Successful Applicants' Workshop.** This orientation is for successful applicants. It covers such information as basic responsibilities, fiscal requirements, and Project Agreements.

**PROGRESS  
POLICY**

By RCO policy, sponsors must complete funded projects promptly. To help ensure reasonable but timely project completion, accountability, and the proper use of funds, applicants will:

- ▶ Only submit projects that can be completed within four years of the grant award.
- ▶ Provide assurances that the project can be completed within a reasonable time frame, which does not exceed the Board approved implementation period.
- ▶ Provide written certification of matching fund availability before the RCO funding meeting.
- ▶ Submit the post approval materials required within 90 days of funding approval.
- ▶ Develop milestones and a timeline for project implementation that does not exceed four years.
- ▶ Begin project implementation quickly and aggressively so as to show measurable progress towards meeting project milestones. RCO may terminate projects that do not meet critical milestones established in the Agreement.

If satisfactory assurances are not provided, the agreement period will lapse or the Director will terminate the project. Additional information about the progress policy is found in Manual 7, Funded Projects: Policies & the Project Agreement.

## SECTION 2 — PROJECT SELECTION

### INTRODUCTION

*More than one-half million individuals hunt or shoot a firearm or bow in an average year in Washington State... one out of every nine residents.... Firearm Range Committee: Final Report, 1990. The firearms range account... shall be used for purchase and development of land, construction or improvement of range facilities, including fixed structure construction or remodeling, equipment purchase, safety or environmental improvements, noise abatement, and liability protection.... RCW 79A.25.210*

**A Challenging Process.** RCO's grant programs involve an open, highly competitive process. They rely heavily on an applicant's ability to present projects to an advisory body that, in turn, makes funding recommendations to RCFB. To do well, it is important to prepare!

The Firearms Range Advisory Committee, comprised of 10-14 members qualified to judge projects, will score your proposal. This is a hard-working, dedicated volunteer group chaired by a non-voting RCO staff member.

Team members use the criteria that follows each evaluation question, even though final interpretation is at their discretion. Structure your remarks around these criteria. More information about graphic requirements and project presentations is shared at the Grants Workshop and Project Review Meeting.

### Evaluation Criteria

| FARR Program Criteria Summary          |        |                                 |         |        |
|----------------------------------------|--------|---------------------------------|---------|--------|
| Scoring                                | Number | Item                            | Mult/Mx | A/D    |
| Team                                   | 1      | Need                            | 3/15    | A/D    |
| Team                                   | 2      | Immediacy of threat             | 2/10    | A      |
| Team                                   | 3      | Project design                  | 2/10    | D      |
| Team                                   | 4      | Impact on surrounding property* | 1/5     | A/D    |
| Team                                   | 5      | Expansion/renovation            | 1/5     | A/D    |
| Team                                   | 6      | Health & safety                 | 3/15    | A/D    |
| Team                                   | 7      | Budget development              | 1/5     | A/D    |
| Team                                   | 8      | Mandated uses                   | 2/10    | A/D    |
| Team                                   | 9      | Public access                   | 3/15    | A/D    |
| Team                                   | 10     | Need satisfaction               | 2/10    | A/D    |
| RCO Staff                              | 11     | Applicant match                 | -/5     | A/D    |
| RCO Staff                              | 12     | GMA preference                  | -/0     | A/D    |
| TOTAL POINTS POSSIBLE – Existing sites |        |                                 | 95      | A or D |
| New sites                              |        |                                 | 90      | A or D |

**KEY:**

- Team = Criterion scored by the evaluation team  
 IAC Staff = Criterion scored by RCO staff  
 Number = Item number  
 Item = Criteria title  
 Mult/Mx = *Multiplier* and *maximum* points possible for this criterion.  
 A/D = Criterion applicable to either acquisition or development project

\* Applies only to qualified existing sites and projects certified as qualifying for a higher funding level. See question 3.

## Firearms and Archery Range Recreation Program

### SCORING CRITERIA

#### TEAM SCORED

#### 1. NEED. To what extent is this type of FARR project needed in the service area?

This question measures the *need for this type* of project. (It is closely related to question #10, which measures how well this proposal actually fulfills this need.) Begin by displaying a graphic that describes the area to be served by this project. (That is typically the area from which about 80 percent of the facility's users will come.) Considerations:

- ▶ What are this area's range needs and how reliable is the support information?
  - ▶ What is the role of safety and/or noise related to the stated need? Explain.
  - ▶ What is the service area's population, estimated growth, and what major annual range events currently take place?
  - ▶ Within the service area of this project, what related opportunities exist? Describe.
- a. *Insufficient or no evidence presented*..... (0 points)
- b. *Limited or modest need*..... (1-2 points)
- c. *Moderate to above average need*..... (3 points)
- d. *Unusually high to urgent need*..... (4-5 points)

Evaluators award a maximum of 5 points which is later multiplied by 3.0.

Revised December 2002.

ONLY answer question #2 if RCO has designated your project as "acquisition." If in doubt, call your RCO Grants Manager - 306/ 902-3000.

## TEAM SCORED

### 2. THREAT IMMEDIACY. To what degree will implementation of this proposal reduce the impact of a threat to the future availability of this opportunity?

Acquisition projects

An example is a proposed land acquisition for a shooting facility. If it can be demonstrated that the site will be lost to another use within three years, the threat immediacy would be rated "high."

Considerations include:

- ▶ How *clearly identified* and *imminent* is the threat?
- ▶ How *vulnerable* is the facility to this threat? That is, will the threat have a small/medium/large impact on the quality of the opportunity or its availability for public use?
- ▶ What alternatives are available to avoid the threat?

a. *Insufficient* evidence presented

or

There is no threat. .... (0 points)

b. *Minimal threat*, the FARR Program opportunity is only *marginally susceptible* to this threat which may arrive within 36 months.....(1-2 points)

c. *Medium threat*, the FARR Program opportunity is *moderately susceptible* to this threat

or

Even though the threat is significant and due to arrive within 36 months, it is only under *serious consideration* and may not actually occur. .... (3 points)

d. *High threat*, the site is *very vulnerable* to this type of threat

and

- It has been shown that the threat *will* arrive within 36 months

or

- A threat has occurred, or is imminent, and *has led some entity to acquire rights* in the land at the request of the applicant agency/organization

or

- RCO has granted a written "*waiver of retroactivity*" that evaluation team members feel has merit based on a threat situation.....(4-5 points)

Evaluators award a maximum of 5 points which are later multiplied by 2.

**ONLY answer question #3 if RCO has designated your project as "development." If in doubt, call your RCO Grants Manager - 306/ 902-3000.**

**TEAM SCORED**

**3. PROJECT DESIGN. Has this project been designed in a high quality manner?**  
Development projects

Does the design agree with generally accepted practices? For example:

- ▶ *Environment* - How are aesthetic, accessibility, and environmental issues addressed? If applicable, how are lead recovery, soil, and water conditions addressed?
- ▶ *General* - If this is a new facility project, is it designed for ease of maintenance and traffic flow, operation of several types of shooting experiences simultaneously, etc.? Is the site's size, location, and topography appropriate?
- ▶ *Small works* - The above considerations may not fully apply to projects composed of one or two small items, such as toilets, fencing, or lighting. In such cases, consider how the item(s) may contribute to the entire facility's general design features.

a. *Poor. Insufficient evidence* presented

**or**

The design is *inappropriate* for the intended use(s)..... (0 points)

b. *Moderate.* The design, or contribution to the over-all design, does a *fair* job of addressing intended uses. .... (1-2 points)

c. *Good.* The design, or contribution to the over-all design, is *adequate and reasonable* for intended uses. .... (3 points)

d. *Excellent.* The design, or contribution to the over-all design, is *outstanding*..... (4-5 points)

Evaluators award a maximum of 5 points, which are later multiplied by 2.

**TEAM SCORED**

The following question may only be addressed by applicants that (a) have had noise abatement and/or safety elements certified by RCO's Director, or designee, as qualifying for a higher funding level, and (b) are seeking to improve existing range sites. For additional information, see pages 3 (*Legal Requirements*) and 10 (*Noise Abatement & Safety*) in this manual.

- 4. **IMPACT ON SURROUNDING PROPERTY. How much will this project protect surrounding properties from noise impacts and/or projectile hazards originating from the range facility?** This question supports the 1996 amendments to RCW 79A.25.720 by encouraging the reduction of impacts to land that surrounds FARR facilities and improvements to older facilities.

Certified elements only, for existing acquisition/development sites; RCW 79A.25.720

**Noise Abatement.** Consider the degree to which the proposal will help reduce impacts on surrounding properties by lessening auditory disturbances. That is, does the project add:

- ▶ Land for buffer purposes
- ▶ Containment structures (walls, roofs, berms, baffles)
- ▶ Sound insulation.

**Safety.** Neither RCO nor its evaluation team will evaluate the degree to which a range is safe or not. Responses to this question are solely meant to suggest, for discussion purposes, the role of this specific project in contributing to improving safety on surrounding properties. That is, does the project add:

- ▶ Perimeter fencing for safety purposes
- ▶ Land for buffer purposes
- ▶ Projectile containment structures (walls, roofs, berms, baffles).

- a. *Poor. Insufficient evidence* presented

OR

This proposal will have *no effect* on noise or safety issues. .... (0 points)

- b. *Fair.* This project improves an existing range by reducing noise impacts and/or improving safety conditions on surrounding land to a *small* degree. ....(1-2 points)

- c. *Good.* This project improves an existing range by reducing noise impacts and/or improving safety conditions *moderately*..... (3 points)

- d. *Excellent.* This project improves an existing range by reducing noise impacts and/or improving safety conditions *markedly*. ....(4-5 points)

Evaluators award a maximum of 5 points; there is no multiplier.

Revised March 1997

**TEAM SCORED**

**5. EXPANSION/RENOVATION. Will the project effectively expand or renovate an existing facility?** Acquisition/Development; RCO's 1990 *Washington Outdoors: Assessment & Policy Plan*, p. 32.

This question recognizes that expansion/phased projects generally provide greater benefit-to-cost ratios than new projects. For example, projects that add to existing FARR Program facilities or opportunities frequently provide greater management flexibility and resource diversity.

- a. *Poor. Insufficient evidence presented*  

**OR**

The project *does not effectively* expand or renovate an existing facility..... (0 points)
  
- b. *Low.* The project is primarily concerned with expansion/renovation of utilities (water, electricity, etc.)..... (1-2 points)
  
- c. *Medium.* The project is primarily concerned with expansion/renovation of support facilities (rest rooms, club houses, picnic shelters, parking areas)  

**OR**

The project is some combination of expansion/renovation of support facilities, utilities, and/or direct shooting facilities ..... (3 points)
  
- d. *High* The project primarily consists of expansion/renovation of facilities that directly involve shooting/archery activities (firing lines, target lines, pits, backstops, side berms, safety baffles, etc.) ..... (4-5 points)

Evaluators award a maximum of 5 points; there is no multiplier.

**TEAM SCORED****6. HEALTH & SAFETY. (All projects) How much will this project improve the health and safety qualities of the range property.** Acquisition/Development; RCW 79A.25.720

Neither RCO nor its evaluation team will evaluate the degree to which a range is safe or not. Responses to this question are solely meant to suggest, for discussion purposes, the role of this specific project in improving the health and safety *of the facility*. That is, does the project add:

- ▶ Fencing *for buffer or safety purposes*?
- ▶ Projectile containment structures (walls, roofs, berms)?
- ▶ Sound limiting elements?
- ▶ Improved range firing line separations, the communication of cease-fire orders (especially to the visually and hearing impaired), or similar elements?
- ▶ Improved safety related health conditions, such as the provision of sanitary facilities or lead containment/abatement?

a. *Poor. Insufficient evidence presented*

**or**

This proposal will have *no effect* on health or safety issues. .... (0 points)

b. *Fair.* This project will improve health and safety conditions. ....(1-2 points)

c. *Good.* This project will improve health and safety conditions *moderately*. .... (3 points)

d. *Excellent.* This project will *markedly* improve health and safety conditions. ....(4-5 points)

Evaluators award a maximum of 5 points, which are later multiplied by 3.0.

Revised March 1997

## TEAM SCORED

### 7. BUDGET DEVELOPMENT. Is the budget appropriately developed with sufficient detail to ensure a successful, cost effective project? Acquisition/Development

Considerations include:

- ▶ Is there parity or disparity between the applicant's cost estimates and the perceived real value of the proposed improvements?
  - ▶ What is this applicant's past record with cost estimates (on-target, overruns, shortages, etc.)?
  - ▶ What portion of the budget elements appear inaccurate, unnecessarily expensive, or unwisely underestimated? Have all important elements been included? Are some omitted? Are unnecessary elements added?
- a. *Weak*. Overall detail is *insufficient* for a higher rating  
or  
The cost estimates for too *many* elements appear unrealistic or the elements themselves unnecessary..... (0 points)
- b. *Moderate*. Only *few* cost estimates appear unrealistic or the elements themselves unnecessary.....(1-2 points)
- c. *Good*. Each element and cost estimate appears *adequate and reasonable* for this proposal.(3 points)
- d. *Excellent*. Not only do virtually *all* elements appear on-target, but the budget is *clear and will contribute to efficient* implementation.....(4-5 points)

Evaluators award a maximum of 5 points; there is no multiplier.

Revised March 1997

## TEAM SCORED

8. **MANDATED USES.** To what extent will the applicant make the facility available for range purposes to license holders, hunter/firearm education, or law enforcement?  
Acquisition/Development; RCW 79A.25.720, paragraph 3.

By law, all project facilities must be available and convenient for use by: 1) Law enforcement personnel *or* 2) Citizens possessing Washington concealed pistol licenses *or* 3) Citizens possessing hunting licenses *or* 4) Citizens enrolled in hunter safety or firearm safety classes.

Considerations include:

- ▶ Number and types of personnel trained annually (enforcement, license holders, safety class participants), and training activities/opportunities offered
  - ▶ Number of activities served (archery, pistol, black powder, rifle, shotgun, trap, etc.)
  - ▶ Factors that limit/extend service (for example, the presence of all-weather facilities; the need to close one opportunity when another is opened; the number of special events that limit other uses)
  - ▶ How well the proposal addresses any recent program growth among "mandated" uses.
- a. *Limited or unsure.* The facility will be of *limited use to any of the four groups* (see above - enforcement, license holders, etc.) ..... (0 points)
- b. *Moderate.* Convenient, with frequent and regular hours set for *at least one or two groups* (see above - enforcement, license holders, etc.).....(1-2 points)
- c. *Good.* Convenient, with frequent and regular hours set for *at least three groups* (see above - enforcement, license holders, etc.)
- or
- The facility serves just *one* of these groups, but does it *well* with *good* attendance. .... (3 points)
- d. *Excellent.* Convenient, with frequent and regular hours set for all *four groups* (see above - enforcement, license holders, etc.)
- or
- The facility serves just *one or two* of these groups, but does it *extremely well* with *high* attendance.....(4-5 points)

Evaluators award a maximum of 5 points, which are later multiplied by 2.

## TEAM SCORED

### 9. PUBLIC ACCESS. To what extent will the FARR facility be available for access by the general public? Acquisition/Development; IAC Policy

All FARR projects are required to provide for public use. "Public use" means that the general public (for example, persons not affiliated with the applicant's club) has access to the shooting facility. Competitive events that require "certification" to participate do not meet RCO's definition of "public use."

In addition to public use, many clubs and facility managers allow the general public to purchase memberships. This is recognized as increasing the public's access to shooting facilities.

Public access is measured by determining if *appropriate* and *convenient* access is provided to persons who wish to shoot at the range.

"Appropriate" combines these public access considerations:

- ▶ Is access at times when demand is greatest?
- ▶ Is access at times which are cost efficient for the organization?
- ▶ Are any access restrictions based solely on safety considerations?
- ▶ Are any membership requirements and costs reasonable?

"Convenient" combines these public access considerations:

- ▶ Are access hours regularly allocated each day/month/year?
- ▶ Are access hours at times when potential users can attend?
- ▶ Are access hours posted at the facility?
- ▶ Are access hours published in a widely available schedule?
- ▶ Is it easy for the public to obtain a membership?

- a. *Too Limited.* Public access is not appropriate or convenient ..... (0 points)
- b. *Marginal.* Public access is only somewhat appropriate and convenient.....(1-2 points)
- c. *Good.* Public access is appropriate and convenient..... (3 points)
- d. *Excellent.* Public access is exceptionally appropriate and convenient.....(4-5 points)

Evaluators award a maximum of 5 points, which are later multiplied by 3.

Revised March 1997

**TEAM SCORED****10. NEED SATISFACTION. How well does this project satisfy the need identified in question #1 (page 15)?**Acquisition/Development; *Washington Outdoors: Assessment & Policy Plan*, pgs. 31, 57, 61

Proposals that do the most to satisfy any urgent service area needs will score well here. Those that do little to address such needs, or those where the previously identified needs are not high/urgent (question #1), will not score as well.

**Considerations:**

- ▶ To what extent will this project effectively fulfill a verified and important need? That is, how strong is the link between the previously identified need and this proposal? Explain.
- ▶ Is this need met in a similar way elsewhere in the service area? Explain. Consider both formal and informal opportunities and whether or not the other opportunities are struggling, successful, crowded, etc.?
- ▶ What is the background and experience level of the personnel assigned to this project? Describe their past successes and "learning opportunities."
- ▶ Is the project named by location or type as a priority in an adopted plan? Explain.
- ▶ If this is a land acquisition project, how suitable is the site's size and location?
  - a. Project does a *poor* job of addressing service area needs..... (0 points)
  - b. Project does a *marginal* job of addressing service area needs.....(1-2 points)
  - c. Project does a *good* job of addressing service area needs..... (3 points)
  - d. Project does an *excellent* job of addressing service area needs. ....(4-5 points)

Evaluators award a maximum of 5 points which are later multiplied by 2.

December 2002.

**SCORED BY IAC STAFF**

**11. APPLICANT MATCH. What is the value of applicant contributions to this project?**  
Acquisition/Development; *Washington Outdoors* Action C.

This question rewards applicants that provide more than 50 percent of the total project cost. Only elements considered reimbursable may be used in calculating the following percentages. Consider cash, goods, services, etc.

- a. 50 percent of the project's value will be contributed from non-RCO sources ..... (0 points)
- b. 51 to 55 percent of the project's value will be contributed from non-RCO sources. .... (1 point)
- c. 56 to 60 percent of the project's value will be contributed from non-RCO sources. .... (2 points)
- d. 61 to 65 percent of the project's value will be contributed from non-RCO sources. .... (3 points)
- e. 66 to 70 percent of the project's value will be contributed from non-RCO sources. .... (4 points)
- f. Over 70 percent of the project's value will be contributed from non-RCO sources. .... (5 points)

IAC project staff will award from 0 to 5 points; there is no multiplier.

Revised March 1997

**SCORED BY RCO STAFF**

- 12. **GMA PREFERENCE. Has the applicant made progress toward meeting the requirements of the Growth Management Act (GMA)?**  
RCW 43.17.250 (GMA-preference required.)

State law requires that:

- (1) Whenever a state agency is considering awarding grants to finance public facilities, it shall consider whether the applicant † has adopted a comprehensive plan and development regulations as required by RCW 36.70A.040 (“state law”).
- (2) When reviewing such requests, the state agency shall accord additional preference to applicants † that have adopted the comprehensive plan and development regulations. An applicant † is deemed to have satisfied the requirements for adopting a comprehensive plan and development regulations if it:
  - ▶ Adopts or has adopted within the time periods specified in state law;
  - ▶ Adopts or has adopted by the time it requests a grant or loan; or
  - ▶ Demonstrates substantial progress toward adopting within the time periods specified in state law. An agency that is more than six months out of compliance with the time periods has not demonstrated substantial progress.
- (3) A request from an applicant † planning under state law shall be accorded no additional preference based on subsection (2) over a request from an applicant † not planning under this state law.

This question is pre-scored by RCO staff based on information obtained from the state Department of Community, Trade, and Economic Development, GMA Division. To qualify for the current grant cycle, the GMA comprehensive plan and development regulations must be completed by RCO’s Technical Completion Deadline.

- a. The applicant does *not* meet the requirements of RCW 43.17.250..... (minus 1 point)
- b. The applicant *meets* the requirements of RCW 43.17.250..... (0 points)
- c. The applicant is a nonprofit organization, state or federal agency ..... (0 points)

IAC staff subtracts a maximum of 1 point; there is no multiplier.

Revised 7/23/99

† Only county, city, town, and special district applicants. This segment of the question does not apply to nonprofit organizations or state and federal agency applicants.

## SECTION 3 — APPENDIX A

### FARR: Public Hearing/Meeting

Project Name \_\_\_\_\_

Applicant Name \_\_\_\_\_

I/we understand that, in summary, it is the policy of the Recreation and Conservation Office (RCO) that Firearms and Archery Range Recreation Program applicants must hold at least one public hearing (government applicants) or an advertised, open public meeting (nonprofit organizations). Specifically, the hearings/meetings are required if the project:

- ▶ Will acquire or develop a range facility where none currently exists, or
- ▶ Will result in a substantial new external impact on the surrounding area of an existing range.

Based on a review of this policy, I / we have determined that (check the appropriate box):

- We are *not* required to hold a public hearing / meeting and have no plans to do so.
- We are *not* required to hold a public hearing / meeting but will do so or have done so.
- We are required to hold a public hearing / meeting. The following information is available in our files for inspection if needed by RCO:
  - ▶ Public notification announcement
  - ▶ Agenda
  - ▶ Attendance list
  - ▶ Summary of the proceedings.

Date the hearing / meeting was held: \_\_\_\_\_

Location of the hearing / meeting: \_\_\_\_\_

\_\_\_\_\_  
*Certified by (signature)*

\_\_\_\_\_  
*Date*

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**Chapter 286-30 WAC**

**Firearms range**

[Complete Chapter](#) | [Show Dispositions](#)

**Last Update: 3/18/98**

**WAC Sections**

286-30-010 Scope.

286-30-030 Acquisition projects -- Deed of right, conversions, leases and easements.

286-30-040 Development projects -- Conversion to other uses.

286-30-050 Matching requirements and caps determined.

**Chapter 286-30 WAC  
Firearms range**

**Last Update: 3/18/98**

**WAC Sections**

286-30-010 Scope.

286-30-030 Acquisition projects -- Deed of right, conversions, leases and easements.

286-30-040 Development projects -- Conversion to other uses.

286-30-050 Matching requirements and caps determined.

**DISPOSITIONS OF SECTIONS FORMERLY CODIFIED IN THIS CHAPTER**

286-30-020 Eligibility. [Statutory Authority: RCW 43.98A.060(1), [43.98A].070(5), 43.99.080, 46.09.240 and 77.12.720. 94-17-095, § 286-30-020, filed 8/17/94, effective 9/17/94.] Repealed by 96-08-044, filed 3/29/96, effective 4/29/96. Statutory Authority: RCW 43.98A.060(1), 43.98A.070(5), 43.99.080(2), 46.09.240(1) and 77.12.720(4).

**286-30-010  
Scope.**

This chapter contains rules affecting the firearms and archery range recreation grant program administered by the committee under RCW 77.12.720. Additional provisions are contained in "General grant assistance rules," chapter 286-13 WAC.

[Statutory Authority: RCW 43.98A.060(1), 43.98A.070(5), 43.99.080(2), 46.09.240(1) and 77.12.720(4). 96-08-044, § 286-30-010, filed 3/29/96, effective 4/29/96. Statutory Authority: RCW 43.98A.060(1), [43.98A].070(5), 43.99.080, 46.09.240 and 77.12.720. 94-17-095, § 286-30-010, filed 8/17/94, effective 9/17/94.]

**286-30-030  
Acquisition projects — Deed of right, conversions, leases and easements.**

For acquisition projects, sponsors must execute an instrument or instruments that contain:

(1) For fee, less-than-fee, and easement acquisition projects:

(a) A legal description of the property acquired;

(b) A conveyance to the state of Washington of the right to use the described real property for at least ten years from the date of the committee's final reimbursement for outdoor recreation purposes; and

(c) A restriction on conversion of use of the land for at least ten years from the date of the committee's final reimbursement, with the proviso that should use be discontinued or a noncommittee approved conversion occur, the sponsor shall pay back to the committee the entire grant amount. That is, without prior approval of the committee, a facility acquired with money granted by the committee shall not, within ten years, be converted to a use other than that for which funds were originally approved. The committee shall only approve such a conversion under conditions which assure the substitution of other land of at least equal fair market value at the time of conversion, and of as nearly as feasible equivalent usefulness and location.

(2) For lease acquisition projects, a binding agreement which contains a legal description of the property and rights acquired and which meets the following criteria. The interest:

(a) Must be for at least ten years from the date of the committee's final reimbursement unless precluded by state law;

(b) May not be revocable at will;

(c) Must have a value supported through standard appraisal techniques;

(d) Must be paid for in lump sum at initiation;

(e) May not be converted during the lease period, to a use other than that for which funds were originally approved, without prior approval of the committee.

[Statutory Authority: RCW 43.98A.060(1), 43.98A.070(5), 43.99.080(2), 46.09.240(1) and 77.12.720(4). 96-08-044, § 286-30-030, filed 3/29/96, effective 4/29/96. Statutory Authority: RCW 43.98A.060(1), [43.98A].070(5), 43.99.080, 46.09.240 and 77.12.720. 94-17-095, § 286-30-030, filed 8/17/94, effective 9/17/94.]

#### **286-30-040**

##### **Development projects — Conversion to other uses.**

(1) Within ten years of the committee's final reimbursement, and without prior approval of the committee, a facility developed with money granted by the committee shall not be converted to a use other than that for which funds were originally approved. Should a thus prohibited conversion occur, the sponsor shall pay back to the committee the entire grant amount.

(2) The committee shall only approve such a conversion under conditions which assure that:

(a) All practical alternatives to the conversion have been evaluated and rejected on a sound basis;

(b) A new development, in the spirit of WAC 286-13-080 ("...aid through the committee is intended to supplement the existing capacity of a sponsor..."), will serve as a replacement which:

(i) Is of reasonably equivalent recreation utility and location;

(ii) Will be administered by the same political jurisdiction or entity as the converted development; and

(iii) Includes only elements eligible under the committee's program from which funds were originally allocated.

[Statutory Authority: RCW 43.98A.060(1), [43.98A].070(5), 43.99.080, 46.09.240 and 77.12.720. 94-17-095, § 286-30-040, filed 8/17/94, effective 9/17/94.]

#### **286-30-050**

##### **Matching requirements and caps determined.**

The committee will establish sponsor matching share requirements and fund request limits. Any changes will normally be done at a committee meeting six months before project funding consideration.

[Statutory Authority: RCW 77.12.720. 98-08-014, § 286-30-050, filed 3/18/98, effective 4/18/98.]

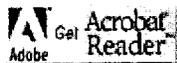


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- Salmon Recovery Funding Board (SRFB) ▶
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## Firearms and Archery Range Recreation Program (FARR) FAQ

### 1. What is the Firearms and Archery Range Recreation (FARR) Program?

The 1990 Legislature created the Firearms Range Account in response to a report from its Firearms Range Committee citing the need to acquire, develop, and renovate shooting and archery ranges and facilities. The **Recreation and Conservation Funding Board (RCFB)**, an Executive branch state agency, administers the FARR Program.

### 2. What can FARR grants be used for?

Eligible projects include firearms and archery range recreation facilities.

Land Acquisition - real property in fee title and leases/easements of at least 10 years.

Development/renovation - fixed structures related to range use and management, safety, environmental, accessibility and noise abatement. Example projects include: indoor or outdoor ranges, fencing, lighting, picnic areas, restrooms, roads/trails, site preparation/landscaping, and utilities.

### 3. Who may apply?

FARR Program funds are available to nonprofit shooting organizations, school districts, and state, county, and local governments. Certain municipal corporations, such as port districts, park and recreation districts, public utility districts, etc., may be eligible if legally authorized to develop and maintain recreation facilities. For further information, see **RCW 79A.25.210**.

### 4. What are the deadlines?

Applications are generally due in the spring of odd numbered years with successful proposals approved by the end of the year. Click here for the latest information on workshops, application due dates, evaluation schedules and Recreation and Conservation Funding Board (RCFB) meetings.

### 5. How do you decide who receives a grant?

This program involves an open and highly competitive process in which funding relies heavily on an applicant's oral responses to a published set of Recreation and Conservation Funding Board (RCFB) approved evaluation questions. The applicant makes this presentation before an advisory committee assembled by RCFB to help prepare funding recommendations. The committee, appointed by the Recreation and Conservation Office (RCO) Director, is composed of representatives

## FARR Mer

Application Documents Grant Schec Funding/ Ev Results FAQ

## State Gra

Aquatic Lan Enhanceme (ALEA)

Boating Fac Program (B)

Firearms an Range Recri Program (F)

Nonhighway Road Vehicl Program (N)

Washington Recreation I (WWRP)

Youth Athle (YAF)

## Federal G

Boating Infi Grant Progr

Recreational Program (R)

Land and W Conservatio (LWCF)

from such groups as law enforcement, shooting organizations, and the general public. RCO staff presents these recommendations to the RCFB for approval.

**6. May I attend a funding decision meeting?**

All evaluation and board meetings are open to the public. The RCFB invites public testimony during its project funding deliberations.

**7. Are there any long-term commitments for funded projects?**

Program participants must repay the entire grant amount if use of the range facility is discontinued less than ten years after the grant is accepted (**RCW 79A.25.210**). Other commitments include ensuring proper maintenance, facilitating audits, providing for nondiscrimination, etc. Further information may be found in **Manual #7 on our Manuals, Forms, and Publications page under General Policy Manuals and Reimbursement Materials**.

**8. Are there public use requirements?**

Yes. The FARR Program's goal is to assist in increasing public access to ranges. This includes access by law enforcement personnel, members of the general public with concealed pistol or hunting licenses, and those enrolled in firearm or hunter safety education classes.

RCFB requires that FARR projects provide for use by the general community. For example, the facility must be open to persons not affiliated with the applicant's organization. Further, competitive events that require participants to be certified prior to use do not meet RCFB's definition of public use. **RCFB's Firearms and Archery Range Recreation Manual #11 on our Documents & Reports page** contains additional information on minimum of availability.

**9. Explain some of the funding rules**

**Are there funding limits?**

Yes. While an applicant may submit more than one application, RCFB's contribution to any single application may not exceed \$50,000. Each application is confined to a single site. See **Manual #4 on our Manuals, Forms, and Publications page under General Policy Manuals and Reimbursement Materials** for limits on planning, permits, engineering, and construction supervision.

**What is a matching share?**

Matching shares are resources provided by a sponsor to help complete a project. FARR Program projects require a matching share, and availability must be confirmed by RCFB before project approval. The match may come from a variety of sources, including: cash, donated land, labor, materials, or equipment use. Existing sponsor assets, such as real property and structures, may not be used as the match. Other RCFB administered grant funds may not be used as a match.

In the FARR Program, sponsors must match grant

awards as follows:

33 Percent Match for noise abatement or safety improvement projects/project elements: match at least one dollar in value for each two dollars of the grant. The improvements must add specific elements to an existing facility that significantly protect surrounding properties from noise disturbance and projectile hazards originating from the range facility.

50 Percent Match for all other projects/project elements: match at least one dollar in value for each one dollar of the grant.

#### **Explain reimbursements**

Project sponsors do not receive grant funds at the time of funding approval. Rather, reimbursement takes place after the sponsor certifies that appropriate expenditures have been made. This is done by submitting a complete RCFB billing request form. The amount reimbursed may never exceed actual out-of-pocket expenses. **Manual #8 on our Manuals, Forms & Publications page under General Policy Manuals and Reimbursement Materials** for further information.

#### **What happens to unused funds?**

Any unused funds are either offered to the next highest ranked project or held over for the next grant cycle. Such funds may become available for many reasons, including an approved project using fewer dollars than anticipated or a proposed land acquisition where the applicant is unable to come to terms with the seller.

#### **How is overall funding determined?**

The Firearms and Archery Range Recreation Program depends primarily on a biennial legislative appropriation based on receipts from the sale of concealed pistol licenses. In recent years, appropriations have averaged approximately \$280,000 each grants cycle.

#### **10. Where can I get more information?**

Continue to explore this web site, or click on one of these links:

**Firearms and Archery Range Recreation Program Manuals and Forms**  
**Contact an RCFB grants program specialist.**

This site is best viewed using Internet Explorer 6.0+ or Netscape Navigator 6.0+

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**39.32.080 Purchase of property from federal government authorized—Inconsistent provisions suspended.** Any provisions of any law, charter, ordinance, resolution, bylaw, rule or regulation which are inconsistent with the provisions of RCW 39.32.070 and 39.32.080 are suspended to the extent such provisions are inconsistent herewith. [1945 c 180 § 2; Rem. Supp. 1945 § 10322-51.]

**39.32.090 Purchases by political subdivisions from or through United States authorized.** Whenever authorized by ordinance or resolution of its legislative authority any political subdivision of the state shall have power to purchase supplies, materials and/or equipment from or through the United States government without calling for bids, notwithstanding any law or charter provision to the contrary. [1945 c 88 § 1; Rem. Supp. 1945 § 10322-40. Formerly RCW 39.32.070, part.]

### Chapter 39.33 RCW

## INTERGOVERNMENTAL DISPOSITION OF PROPERTY

#### Sections

- |           |                                                                                              |
|-----------|----------------------------------------------------------------------------------------------|
| 39.33.010 | Sale, exchange, transfer, lease of public property authorized—Section deemed alternative.    |
| 39.33.020 | Disposal of surplus property—Hearing—Notice.                                                 |
| 39.33.050 | Public mass transportation systems—Contracts for services or use.                            |
| 39.33.060 | Transfer of property or contract for use for park and recreational purposes.                 |
| 39.33.070 | School districts and libraries—Disposal of obsolete or surplus reading materials—Procedures. |
| 39.33.090 | Chapter not applicable to certain transfers of property.                                     |

**39.33.010 Sale, exchange, transfer, lease of public property authorized—Section deemed alternative.** (1) The state or any municipality or any political subdivision thereof, may sell, transfer, exchange, lease or otherwise dispose of any property, real or personal, or property rights, including but not limited to the title to real property, to the state or any municipality or any political subdivision thereof, or the federal government, on such terms and conditions as may be mutually agreed upon by the proper authorities of the state and/or the subdivisions concerned. In addition, the state, or any municipality or any political subdivision thereof, may sell, transfer, exchange, lease, or otherwise dispose of personal property, except weapons, to a foreign entity.

(2) This section shall be deemed to provide an alternative method for the doing of the things authorized herein, and shall not be construed as imposing any additional condition upon the exercise of any other powers vested in the state, municipalities or political subdivisions.

(3) No intergovernmental transfer, lease, or other disposition of property made pursuant to any other provision of law prior to May 23, 1972, shall be construed to be invalid solely because the parties thereto did not comply with the procedures of this section. [2003 c 303 § 1; 1981 c 96 § 1; 1973 c 109 § 1; 1972 ex.s. c 95 § 1; 1953 c 133 § 1.]

**Effective date—2003 c 303:** "This act is necessary for the immediate preservation of the public peace, health, or safety, or support of the state government and its existing public institutions, and takes effect immediately [May 14, 2003]." [2003 c 303 § 2.]

*Exchange of county tax title lands with other governmental agencies: Chapter 36.35 RCW.*

(2006 Ed.)

**39.33.020 Disposal of surplus property—Hearing—Notice.** Before disposing of surplus property with an estimated value of more than fifty thousand dollars, the state or a political subdivision shall hold a public hearing in the county where the property or the greatest portion thereof is located. At least ten days but not more than twenty-five days prior to the hearing, there shall be published a public notice of reasonable size in display advertising form, setting forth the date, time, and place of the hearing at least once in a newspaper of general circulation in the area where the property is located. A news release pertaining to the hearing shall be disseminated among printed and electronic media in the area where the property is located. If real property is involved, the public notice and news release shall identify the property using a description which can easily be understood by the public. If the surplus is real property, the public notice and news release shall also describe the proposed use of the lands involved. If there is a failure to substantially comply with the procedures set forth in this section, then the sale, transfer, exchange, lease, or other disposal shall be subject to being declared invalid by a court. Any such suit must be brought within one year from the date of the disposal agreement. [1995 c 123 § 1; 1981 c 96 § 2.]

**39.33.050 Public mass transportation systems—Contracts for services or use.** The legislative body of any municipal corporation, quasi municipal corporation or political subdivision of the state of Washington authorized to develop and operate a public mass transportation system shall have power to contract with the legislative body of any other municipal corporation, quasi municipal corporation or political subdivision of the state of Washington, or with any person, firm or corporation for public transportation services or for the use of all or any part of any publicly owned transportation facilities for such period and under such terms and conditions and upon such rentals, fees and charges as the legislative body operating such public transportation system may determine, and may pledge all or any portion of such rentals, fees and charges and all other revenue derived from the ownership or operation of publicly owned transportation facilities to pay and to secure the payment of general obligation bonds and/or revenue bonds of such municipality issued for the purpose of acquiring or constructing a public mass transportation system. [1969 ex.s. c 255 § 16.]

**Construction—Severability—1969 ex.s. c 255:** See notes following RCW 35.58.272.

*Public transportation systems: RCW 35.58.272 and 35.58.2721.*

**39.33.060 Transfer of property or contract for use for park and recreational purposes.** Any governmental unit, as defined in RCW 36.93.020(1) as it now exists or is hereafter amended, may convey its real or personal property or any interest or right therein to, or contract for the use of such property by, the county or park and recreation district wherein such property is located for park or recreational purposes, by private negotiation and upon such terms and with such consideration as might be mutually agreed to by such governmental unit and the board of county commissioners or the park and recreation district board of commissioners. [1971 ex.s. c 243 § 7.]

**Severability—1971 ex.s. c 243:** See RCW 84.34.920.

**39.33.070 School districts and libraries—Disposal of obsolete or surplus reading materials—Procedures.** Any school district or educational service district, after complying with the requirements of RCW 28A.335.180, and any library, as defined in RCW 27.12.010, may dispose of surplus or obsolete books, periodicals, newspapers, and other reading materials as follows:

(1) If the reading materials are estimated to have value as reading materials in excess of one thousand dollars, they shall be sold at public auction to the person submitting the highest reasonable bid following publication of notice of the auction in a newspaper with a general circulation in the library or school district.

(2) If no reasonable bids are submitted under subsection (1) of this section or if the reading materials are estimated to have value as reading materials of one thousand dollars or less, the library or school district may directly negotiate the sale of the reading materials to a public or private entity.

(3) If the reading materials are determined to have no value as reading materials or if no purchaser is found under subsection (2) of this section the reading materials may be recycled or destroyed.

These methods for disposing of surplus or obsolete reading materials shall be in addition to any other method available to libraries and school districts for disposal of the property. [1990 c 33 § 567; 1979 ex.s. c 134 § 1.]

**Purpose—Statutory references—Severability—1990 c 33:** See RCW 28A.900.100 through 28A.900.102.

**39.33.090 Chapter not applicable to certain transfers of property.** This chapter does not apply to transfers of property under \*sections 1 and 2 of this act. [2006 c 35 § 7.]

**\*Reviser's note:** The reference to "sections 1 and 2 of this act" appears to be erroneous. Reference to "sections 2 and 3 of this act" codified as RCW 43.99C.070 and 43.83D.120 was apparently intended.

**Findings—2006 c 35:** See note following RCW 43.99C.070.

## Chapter 39.34 RCW INTERLOCAL COOPERATION ACT

### Sections

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| 39.34.900 | Short title.                                                                                         |
| 39.34.910 | Severability—1967 c 239.                                                                             |
| 39.34.920 | Effective date—1967 c 239.                                                                           |

*Hydroelectric resources, creation of separate legal authority by irrigation districts and cities, towns, or public utility districts: RCW 87.03.828.*

*Irrigation districts, creation of legal authority to carry out powers: RCW 87.03.018.*

*School district associations' right to mortgage or convey money security interest in association property—Limitations: RCW 28A.335.100.*

*School districts agreements with other governmental entities for transportation of students, the public or other noncommon school purposes—Limitations: RCW 28A.160.120.*

**39.34.010 Declaration of purpose.** It is the purpose of this chapter to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities. [1967 c 239 § 1.]

*Joint operations by municipal corporations and political subdivisions, deposit and control of funds: RCW 43.09.285.*

**39.34.020 Definitions.** Unless the context clearly requires otherwise, the definitions in this section apply throughout this chapter.

(1) "Public agency" means any agency, political subdivision, or unit of local government of this state including, but not limited to, municipal corporations, quasi municipal corporations, special purpose districts, and local service districts; any agency of the state government; any agency of the United States; any Indian tribe recognized as such by the federal government; and any political subdivision of another state.

(2) "State" means a state of the United States.

(3) "Watershed management partnership" means a interlocal cooperation agreement formed under the authority of RCW 39.34.200.

(4) "WRIA" has the definition in RCW 90.82.020. [200 c 327 § 3; 1985 c 33 § 1; 1979 c 36 § 1; 1977 ex.s. c 283 § 1; 1975 1st ex.s. c 115 § 1; 1973 c 34 § 1; 1971 c 33 § 1; 1969 88 § 1; 1969 c 40 § 1; 1967 c 239 § 3.]

**Finding—Intent—2003 c 327:** See note following RCW 39.34.190.

**Severability—1977 ex.s. c 283:** See note following RCW 28A.310.010.

**39.34.030 Joint powers—Agreements for joint cooperative action, requisites, effect on responsibilities of component agencies—Financing of joint projects.** (Any power or powers, privileges or authority exercised capable of exercise by a public agency of this state may

(2006 E

http://www.epa.gov/enviro/fii\_query\_dtl\_disp\_mailing\_address?pgm\_sys\_id\_in=WAR00... 4/20/2009  
rcn\_swh=RCRAINFO&table\_ind\_in=C&row\_uin\_in=110098101517&affiliation\_type=REGULATORY CONTACT



# Resource Conservation and Recovery Act (RCRAInfo)

You are here: [EPA Home](#) [Envirofacts](#) [RCRAINFO](#) Mailing Address

## Mailing Address

---



**US NAVY RES CAMP WESLEY HARRIS  
RCRAINFO - WAR000008771**

**Full Name:** JAMES W DYE

**Affiliation Type:** REGULATORY CONTACT

**Delivery Point:** NAVAL BASE KITSAP BANGOR

**Supplemental Address:** 7000 FINBACK CIRCLE, RM E300

**City Name:** SILVERDALE

**State Code:** WA

**State Name:**

**Postal Code:** 98315-7000

**Country Name:** UNITED STATES

396-5084



http://oaspub.epa.gov/enviro/fii\_query\_dtl.disp\_program\_facility  
 Last updated on Monday, April 20th, 2009.  
**Facility Registry System (FRS)**

You are here: [EPA Home](#) [Envirofacts](#) [FRS](#) Report



FRS

## Facility Detail Report



|                                       |                                |
|---------------------------------------|--------------------------------|
| <b>Facility Name:</b>                 | US NAVY RES CAMP WESLEY HARRIS |
| <b>Location Address:</b>              | 4673 SEABECK HIGHWAY NORTHWEST |
| <b>Supplemental Address:</b>          |                                |
| <b>City Name:</b>                     | BREMERTON                      |
| <b>State</b>                          | WA                             |
| <b>County Name:</b>                   | KITSAP                         |
| <b>ZIP/Postal Code:</b>               | 98312                          |
| <b>EPA Region:</b>                    | 10                             |
| <b>Congressional District Number:</b> | 01                             |
| <b>Legislative District Number:</b>   | NW                             |
| <b>HUC Code:</b>                      | 17110019                       |
| <b>Federal Facility:</b>              | YES                            |
| <b>Federal Agency:</b>                | U.S. NAVY                      |
| <b>US Mexico Border Indicator:</b>    | NO                             |
| <b>Tribal Land :</b>                  | NO                             |
| <b>Latitude:</b>                      | 47.606811                      |
| <b>Longitude:</b>                     | -122.74592                     |
| <b>Method:</b>                        | ADDRESS MATCHING-HOUSE NUMBER  |
| <b>Reference Point Description:</b>   |                                |
| <b>Duns Number:</b>                   |                                |
| <b>Registry ID:</b>                   | 110000843829                   |

[Map this facility](#)

### Environmental Interests

| Information System | Information System ID | Environmental Interest Type       | Data Source | Last Updated Date | Supplemental Environmental Interests: |
|--------------------|-----------------------|-----------------------------------|-------------|-------------------|---------------------------------------|
| RCRAINFO           | WAR000008771          | HAZARDOUS WASTE BIENNIAL REPORTER | RCRAINFO    | 12/31/2003        |                                       |

|          |                                           |                                                     |          |            |                                                                                                                                                              |
|----------|-------------------------------------------|-----------------------------------------------------|----------|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|
| RCRAINFO | WAR000008771                              | (INACTIVE)<br>UNSPECIFIED<br>UNIVERSE<br>(INACTIVE) | RCRAINFO | 03/03/2008 |                                                                                                                                                              |
| WA-FSIS  | 1164456<br><small>EXIT Disclaimer</small> | STATE MASTER                                        | WA-FSIS  |            | HAZWASTE-<br>WAR000008771<br>LQG<br>HAZWASTE-<br>WAR000008771<br>HAZARDOUS<br>WASTE<br>PROGRAM<br>HAZWASTE-<br>WAR000008771<br>HAZARDOUS<br>WASTE<br>PROGRAM |

### Facility Mailing Addresses

| Affiliation Type         | Delivery Point           | City Name  | State | Postal Code | Information System |
|--------------------------|--------------------------|------------|-------|-------------|--------------------|
| MAILING ADDRESS          | 4673 SEABECK HWY NW      | BREMERTON  | WA    | 98312       | WA-FSIS            |
| OPERATOR                 | NAVAL BASE KITSAP BANGOR | SILVERDALE | WA    | 98315-7000  | RCRAINFO           |
| FACILITY MAILING ADDRESS | NAVAL BASE KITSAP BANGOR | SILVERDALE | WA    | 98315-7000  | RCRAINFO           |
| REGULATORY CONTACT       | NAVAL BASE KITSAP BANGOR | SILVERDALE | WA    | 98315-7000  | RCRAINFO           |

### NAICS Codes

| Data Source | NAICS Code | Description | Primary |
|-------------|------------|-------------|---------|
| RCRAINFO    | 92811      |             |         |

### SIC Codes

| Data Source | SIC Code | Description       | Primary |
|-------------|----------|-------------------|---------|
| WA-FSIS     | 9711     | NATIONAL SECURITY |         |

### Contacts

| Affiliation Type   | Full Name   | Office Phone  | Information System | Mailing Address      |
|--------------------|-------------|---------------|--------------------|----------------------|
| REGULATORY CONTACT | JAMES W DYE | (360)396-5084 | RCRAINFO           | <a href="#">View</a> |
| PERMITTING CONTACT |             |               | RCRAINFO           |                      |

### Organizations

| Affiliation Type | Name                        | DUNS Number | Information System | Mailing Address      |
|------------------|-----------------------------|-------------|--------------------|----------------------|
| OPERATOR         | NAVAL BASE KITSAP<br>BANGOR |             | RCRAINFO           | <a href="#">View</a> |

### Alternative Names

| Alternative Name                     | Source of Data         |
|--------------------------------------|------------------------|
| USN CAMP WESLEY HARRIS RESERVATION   | RCRAINFO               |
| CAMP WESLEY HARRIS NAVAL RESERVATION | HAZARDOUS WASTE REPORT |

Query executed on: APR-20-2009

#### 4 Commandments of Firearms Safety

- Treat all firearms as though they are loaded.
- Never allow the muzzle to cover (point at) anything you are not willing to destroy.
- Keep your finger off the trigger and out of the trigger guard until your sights are on target and you are ready to fire.
- Be sure you have an acceptable target, know its surroundings, and what is beyond.

September/October 2006

## Join Us For Family Fun Day on September 2nd

The Kitsap Rifle and Revolver Club will be hosting our Annual Family Fun Day on Saturday, September 2nd. This is a wonderful event that always draws a crowd.

Family Fun Day is open to everyone. You do not need to be a member, you do not need to own a gun and you do not have to bring any money—it's free! You *will* need to listen to a short safety briefing, wear eye and hearing protection (provided by the Club) and be prepared to have a great time!

This is a GREAT event to introduce those who have considered trying the shooting activities to our Club and to the fun and enjoyment that can be had, whether you are plinking at the plate racks or firing off the big guns.

As a special bonus, those who have never been a member before can sign up during the Family Fun Day and get a membership good through the end of 2007 for our regular price of only \$60. Bring the kids, bring the neighbors, bring your co-workers...bring everyone! This is one of our biggest events of the year.

We encourage our members to come out and help with this event. If you would like to volunteer, call Sharon at the Range.

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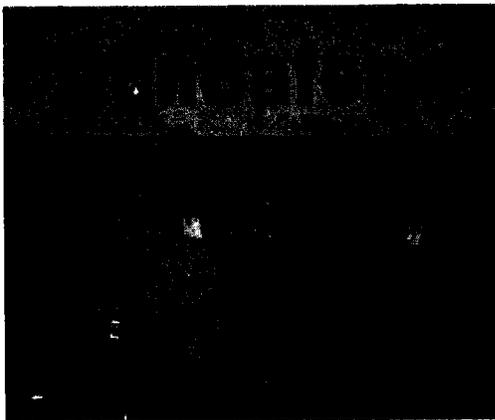
## KRRC Goes to the Fair

The Kitsap Rifle and Revolver club enjoyed another great year at the Kitsap County Fair. Our booth was staffed by a cadre of dedicated volunteers from opening day of the Fair on August 23rd to closing day on August 27th.

Thousands of Fair-goers showed interest in our Club and the many programs we offer. Kids particularly liked the free "Gun Safety is Cool" stickers and the Eddie Eagle cartoon while the adults picked up information on our upcoming Family Fun Day. Over 30 new members joined the Club at the Fair and, for people who didn't want to become full-fledged members, information on our public shooting program was provided.

Special thanks for the success of our booth goes to Sharon and Marcus Carter who organized the volunteers to staff the booth, gathered all of the handouts for the booth as well as set up and took down the booth at the beginning and ending of the Fair's run.

A big "thank you" also goes to our many Club members who volunteered to staff the booth and encouraged participation in our Club and in the shooting sports by virtue of their interest in the sport and knowledge of our Range—they answered many questions from the public and clearly got across our message of the importance of having a safe, legal place for everyone in our community to enjoy the shooting sports.



*Gun Bronson, Shirley DeFord, Al Berlat man the KRRC fair booth.*

## September/October 2006 Range Calendar

September 2 (Saturday) Family Fun Day. All day; public welcome.  
September 5, 12, 19, 26 (Tuesdays) USPSA practice. 11am-10pm.  
September 6, 13, 20, 27 (Wednesdays) Bulls-eye Summer League practice. 5:30pm-8pm.  
September 9 (Saturday) Fun Steel Match; 9am  
September 9 & 10 (Saturday & Sunday) State Bullseye Championship Match. 9am  
September 14 (Thursday) Club meeting; 7:30pm at the range  
September 15 (Friday) Rifle line closed at noon to set up for Courage Classic event.  
September 16 & 17 (Saturday & Sunday) Annual Courage Classic; 9am\*\*  
September 21 (Thursday) New Member Orientation course. 5pm-9pm.  
September 23 (Saturday) New Member Orientation course. 9pm-noon.  
September 30 (Saturday) Hunter's Sight-in. Call for times and to sign up.

October 1 (Sunday) Hunter's Sight-in. Call for times and to sign up.  
October 3, 10, 17, 24, 31 (Tuesdays) USPSA practice. 11am-10pm.  
October 4, 11, 18, 25 (Wednesdays) Bulls-eye Summer League. 5pm-8pm.  
October 7 & 8 (Saturday & Sunday) Hunter's Sight-in. Call for times and to sign up.  
October 12 (Thursday) Club meeting; 7:30pm at the range  
October 14 (Saturday) Fun Steel Match; 9am  
October 20 (Friday) Rifle line closed at noon to set up for USPSA match. Pistol range open.  
October 21 (Saturday) USPSA Multi-gun Match; 9am  
October 26 (Thursday) New Member Orientation course. 5pm-9pm.  
October 28 (Saturday) New Member Orientation course. 9pm-noon  
August 26 & 27 (Saturday & Sunday) Work Party

For more information on the classes and events listed in this calendar, please check out our website at [www.gunsafety.org](http://www.gunsafety.org) or call the range any time a Range Officer is on duty at 360-373-1007.

\* Please note: ALL events listed in this calendar are open to ALL of our members. We encourage your participation and support! USPSA (Action Shooting) is open to all members regardless of ability; basic safety training and some loaner equipment is available upon request for this program.

\*Also note: Some courses require pre-registration as there are usually a limited number of spaces available; additional fees may apply. Pre-register by calling the Range at 360-373-1007 any time a Range Officer is on duty. Additionally, a limited number of scholarships are available for some of the listed courses on a case-by-case basis.

\*\*Applications and information about our Annual Courage Classic match can be found online at [www.GunSafety.org](http://www.GunSafety.org).

## Action Shooting Corner

By Earl Jull

With the Courage Classic coming in September I thought I'd go over some Rifle techniques you may not have practiced all that often.

The courses of fire in 3 gun rifle shooting involve various obstacles to force the shooter to different shooting positions. Practicing these positions ahead of time will help you get on target quicker with better target scores.

Let's first talk about the standing position.

The standing position is the fastest to get on target, but also your least stable. When you move the gun to the target you'll need to transfer weight forward to help absorb the recoil. When transitioning between targets turn low at the ankles and knees keeping your upper body stable, this will keep the rifle on target.

The next position we'll to discuss is kneeling and shooting through a barrel or from behind a barricade. There are several key points to this position...

- The heel of the left hand is on the barricade, the left thumb and forefinger grasp the rifle's forend.
- The left knee and the left heel support your body when the right elbow and the right knee come together to support the rifle with the right heel solidly against the ground.

Now when you add weight into the rifle, the whole position becomes very steady.

Let's discuss the prone position next. If you have an Open Division rifle you probably have added a bi-pod, but one thing you may not have done is tie the legs together. This allows you to, in one motion, deploy both legs. Very small bungee cord or parachute cord will work but the deplorer Marc has is really cool. Also think about mounting the bi-pod on the rear of your hand guard – it allows for better balance and more elevation.

Let's walk through the sequence of getting

into the prone position.

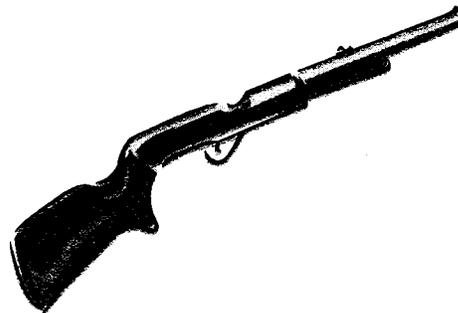
- The bi-pod's deployed while the left hand goes down.
- The right hand lets the rifle sit on the ground.
- The left hand grabs the bi-pod while the shoulder comes in behind the gun.
- Now you can pull the bi-pod from target to target to transition.

The bi-pod is only allowed in the Open Division, so if you are shooting in the Limited Division, we're going to reconfigure the gun a little bit for prone shooting. The first change to make is to the magazine. Use a base pad which is rounded on the bottom allowing for small elevation changes. Arrondondo makes these along with a slick yoke and funnel set-up for lightning fast reloads.

The other option you'll want to consider is called a Readymag, this is a spare magazine holder allowing quick access to a second magazine, but, the big advantage in prone is that it holds the 2 magazines parallel to each other. This wider base of two magazines creates more stability while we're in that position. The rest of the position is very similar to how we did it with the bi-pod.

Practice these positions to get ready for the Courage Classic and I'll see you at the range.

Earl



## Range Report

I want to personally thank all who have helped out at the Range over the past couple of weeks. The Fair was a huge success, due in great part to all of the Volunteers who helped staff the booth and spread the word about our great organization.

The Club is also deeply indebted to all who come out on August 25-27 to participate in the Work Party. Many things got done at the Range...our lead recycling process was completed along the back of the Rifle line, old berms were maintained, painting, weed whacking, mowing...the list of accomplishments was huge. We are very fortunate to have so many members who give freely of their time and abilities to the Range; you can see the difference all of this effort makes as soon as you come through the gate!

Here's an update on our other on-going projects:

- ◆ **The Gate.** The gate has been ordered and should be on its way as I write this. We are still looking for a gate opening system (either a keycode or card swipe system) as the last estimate we got, just for the opening system, cost almost three times more than the gate itself. We are continuing to work on this project and hope to have it installed soon. Again, thanks to all who contributed funds for this project.
- ◆ **The Rifle Line Reorientation.** Unfortunately, we have been at a stand-still with the County for over a year on this project. They will not OK the project unless we sign a Conditional Use Permit and we won't sign the Conditional Use Permit because we refuse to change the way our Range has been run over the past 80 years. We have a stellar safety record and decades of experience running a safe, legal shooting range so we do not feel that having the county dictate when and what we can shoot would be beneficial to our membership. The Executive Board has decided to go ahead with the grant but use the funds to make many needed improvements to our current rifle line. We will be repairing our rifle line cover and improving our IPSC bays among other projects.
- ◆ **Camp Wesley Harris Project.** We were very disappointed that after many discussions with the Navy and demolition contractors that we were unable to secure the use of the Camp Wesley Harris facility. In fact, we asked to take anything that they were just going to demolish and throw away and recycle it for use at our range but that didn't happen either. One day we drove past the facility and it looked the same as it had for 70 years, and the next day most parts had been flattened and hauled away.
- ◆ **Education and Programs.** On a brighter note, we have had great participation in our classes, leagues and competitions this summer. The Youth Small-bore league had a new format and a whole new group of participants but the kids did an excellent job of learning new skills. They had a great time and many turned out to be pretty good shots! Our Orientation classes continue to evolve and improve; they are always full and we have noticed that since the classes have been offered, basic safety skills have really improved. Participation in Practical Shooting continues to grow. Every week we have new shooters trying out this exciting sport. Come out to the Range during our Courage Classic Match and see how well our shooters do.

## KRRC Gearing Up For Major Fall Events

The Kitsap Rifle and Revolver club is gearing up for some major events this fall.

- ◆ Family Fun Day on September 2nd. See article on page 1.
- ◆ The 2700 Bullseye Pistol State Championship Match will be held at our Range on September 9th and 10th. The best precision pistol shooters in the state will be at the range, all vying to win the title of 2700 Bullseye Pistol State Champion. Come on out and support our KRRC shooters who will compete in this prestigious match and help us welcome those who are coming from all over the state.
- ◆ Our 13th Annual Courage Classic Three-Gun Championship will be held on September 16th and 17th. Will Kitsap County be able to retain the title?? Last year our civilian team took the Overall Civillian Team Champion Title and Derrick Smith of the Kitsap County Sheriff's Office took the Overall Top Rookie and Overall Top Cop titles. Once again, the best law enforcement, military and civilian speed action shooters from around the state and elsewhere will be attempting to take the title while at the same time, raising money to benefit the Peninsula Community Health Services Children's Fund. Applications for this event can be found on our website at [www.GunSafety.org](http://www.GunSafety.org).
- ◆ Hunter's Sight-In will take place on September 30th and October 1st at the Range. This is always a popular event. Sign-up early and get ready for a great hunting season. The cost is \$5 per gun to shoot for everyone (including members) all four days.

Of course with these events come a lot of work. Since everything at our Club is done by volunteers, we will be asking for a lot of our members to pitch in and help with these events. Any time you can spare to make our Club the best that it can be would be greatly appreciated! Help is needed with all phases of these events from organizing and planning to Range clean-up and beautification to assistance on the days of the event.

The Family Fun Day will require many "eyes" to help supervise the many non-Club members who come out to try shooting for the first time. We also appreciate our members who bring their own weapons to loan for this event.

The Bullseye Pistol State Championship and the Courage Classic will require a lot of assistance with set up and break down of the targets and stages for these events. These are labor intensive events and the targets and stages need to be set up, positioned, changed, then broke down at the end of the event.

The Hunter Sight-in will need people to help with set up, supervision and take down. We also can use people familiar with this process to assist the attendees with getting their firearms sighted in.

If you can help with any of these events, please call the Range and sign-up with a Range Officer.

**PLEASE NOTE:** Due to the extensive nature of the set up for these events and the huge turn out expected, the Range will be closed (both rifle and pistol lines) the day before and the days during all of these events. Sorry for any inconvenience!

Return Service Requested

PSRT STD  
US POSTAGE PAID  
BREMERSON, WA  
PERMIT No. 92

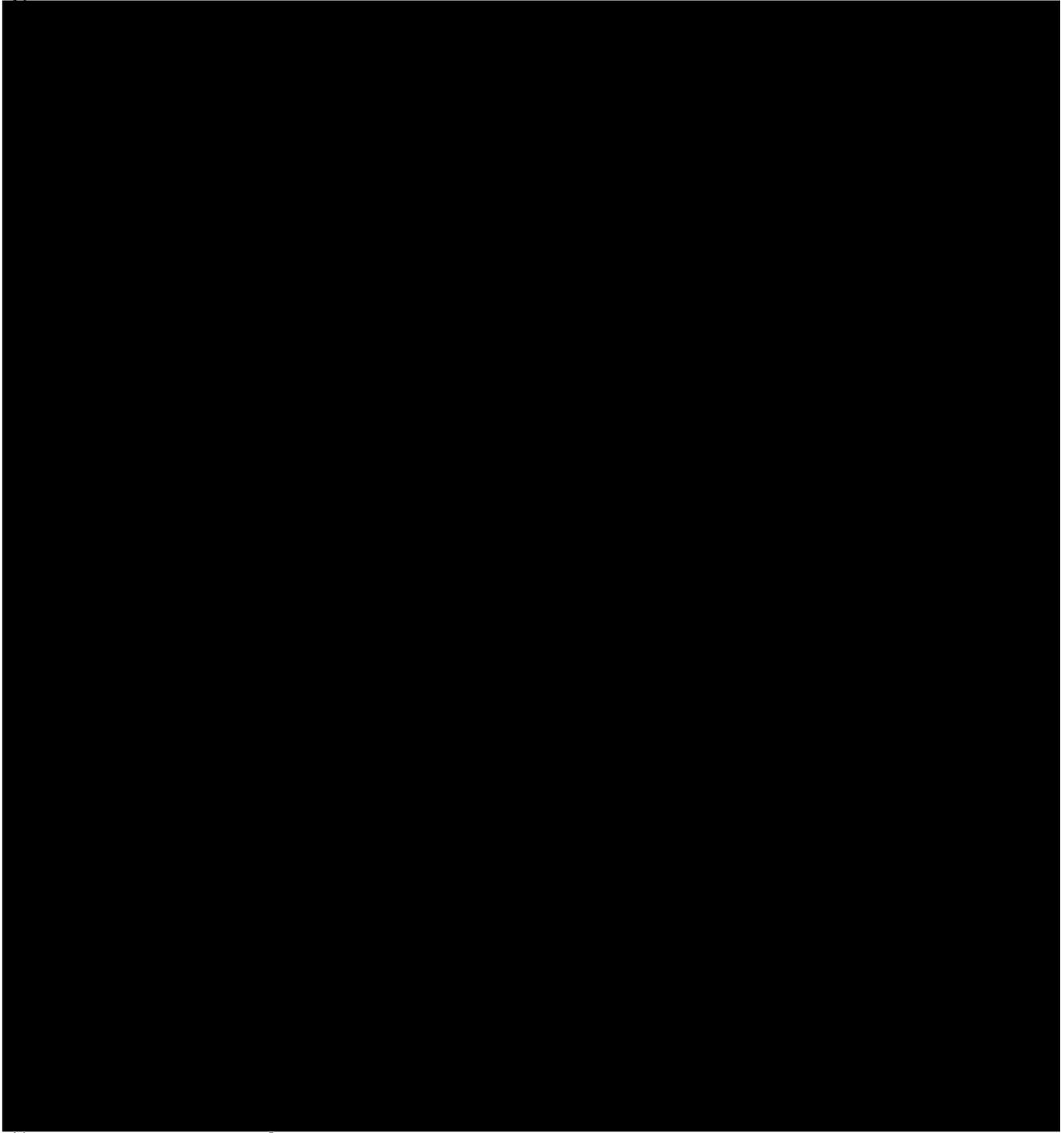
Kitsap Rifle and Revolver Club  
PO Box 134  
Bremerton, WA 98337-0001  
USA

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## Who To Contact

President—Brad Smith 253-857-6069 sbsbiz2@hotmail.com  
Vice President—Earl Jull 360-649-3693 ejull@hotmail.com  
Secretary/Treasurer—Jeremy McMahan (253) 857-7408 jeremy@bigjfoot.com  
Executive Officer & Education/Training Chairman—Marcus Carter 360-895-0724 education@gunsafety.org  
Recording Secretary—April Borbon 360-990-0991 aprilborbon@yahoo.com  
Trustee 1—Dick Wilson 360-377-3357 dmjw@mymailstation.com  
Trustee 2—Ken Roberts 360-373-0527 Topgun142@aol.com  
Trustee 3—John Davidson 360-830-3040 jed@outdrs.net  
Safety Committee—Sharon Carter sharon@gunschool.com 360-895-0724  
Youth Small-bore Rifle—Mike Hastings 360-297-2962 jr\_smallbore@gunsafety.org  
Hunter Education—Andy Casella hunter\_ed@gunsafety.org  
Action Pistol—Travis Foreman uspsa@gunsafety.org  
Bullseye Pistol—Lindell Schmittler 360-830-5072 bulls-eye@gunsafety.org  
Friends of the NRA—Ed Lyons 360-876-5875 elyons@wavecable.com  
Fun Steel—Kevin Berg 360-373-6885 fun\_steel@gunsafety.org  
Newsletter—April Borbon 360-990-3270 aprilborbon@yahoo.com  
Website—April Borbon aprilborbon@yahoo.com www.gunsafety.org  
KRRRC Answering Machine—360-373-1007  
General Email—info@gunsafety.org





**Tracey Hamilton-Oril - Re: DNR land exchange**

---

**From:** Shelley Kneip  
**To:** Pete Philley  
**Date:** 3/15/2010 11:28 AM  
**Subject:** Re: DNR land exchange  
**CC:** Kevin Howell; Tracey Hamilton-Oril

---

Hi Pete. By cc of this email, I am asking Kevin Howell, the attorney who handled this matter to respond. Kevin's assistant is Tracey Hamilton -Oril. Kevin is out today, but I am sure he'd be happy to provide you the documents. Thanks.

Shelley E. Kneip, Senior Deputy  
Kitsap County Prosecuting Attorney's Office  
614 Division St. MS 35A  
Port Orchard, WA 98366  
Office: (360) 337-4992  
Fax: (360) 337-7083

**Confidentiality Notice:**

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>>> On 3/15/2010 at 11:22 AM, in message  
<72AD822AE4EA5C4EB1F7BB3D84B48CA00B965C72B3@MBVCMS1.ad.co.pierce.wa.us>, Pete  
Philley <pphille@co.pierce.wa.us> wrote:

Shelley:

I was reviewing the DNR website, looking for legal documents. I discovered a page discussing the Newberry Hill Trust Land exchange between DNR and Kitsap County Parks and Rec.

I recently was given Pierce County Parks and Rec as a client. Evidently, my clients have a potential deal in the works where State Parks will be either exchanging or gifting property to Pierce County Parks and Rec.

My clients have no legal documents to use as a template for the deal. That's why I was searching the DNR website.

If you have any exchange documents, would you mind sharing with me? It might get me started by using your documents as a template for whatever deal my clients and State Parks ultimately come up with.

Thanks!

Pete

Pete Philley, Deputy Prosecuting Attorney  
Pierce County Prosecuting Attorney's Office - Civil Division  
955 Tacoma Ave. S. - Suite 301  
Tacoma, WA 98402

(253)798-4173

[pete.philley@co.pierce.wa.us](mailto:pete.philley@co.pierce.wa.us)

**From:** "Ryan-Connelly, Leslie (RCO)" <Leslie.Ryan-Connelly@rco.wa.gov>  
**To:** "Kevin Howell" <kmhowell@co.kitsap.wa.us>, "Matt Keough" <MKeough@co.kit...>  
**CC:** "Tracey Hamilton-Oril" <THamilton@co.kitsap.wa.us>, "Terri Lyman" <TLyman...>  
**Date:** 6/15/2009 10:40 AM  
**Subject:** RE: TERMINATION DEED OF RIGHT INSTRUMENT FOR SIGNATURE

Yes, please send the pdf. I will review it and see if there is any problem.

Thanks,

Leslie Ryan-Connelly  
 Outdoor Grants Manager  
 Recreation and Conservation Office  
 (360) 902-3080

leslie.ryan-connelly@rco.wa.gov

From: Kevin Howell [mailto:kmhowell@co.kitsap.wa.us]  
 Sent: Monday, June 15, 2009 9:40 AM  
 To: Matt Keough; Ryan-Connelly, Leslie (RCO)  
 Cc: Tracey Hamilton-Oril; Terri Lyman  
 Subject: RE: TERMINATION DEED OF RIGHT INSTRUMENT FOR SIGNATURE

I have asked my assistant to copy the legal descriptions appended to the original deed of right for the county lands being conveyed to DNR and attach those descriptions to the termination agreement. Once imaged, we will then send the amended versions to all of you as a PDF. Satisfactory?

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

>>> "Ryan-Connelly, Leslie (RCO)" <Leslie.Ryan-Connelly@rco.wa.gov>  
 6/15/2009 9:05 AM >>>  
 Hi Matt:

I will print this 6-11-09 version for RCO director's signature, scan and email it back, and hand deliver it on Wednesday.

Your site visit plans work for me. I will meet you at the gate at 11 am.

Leslie Ryan-Connelly  
 Outdoor Grants Manager  
 Recreation and Conservation Office  
 (360) 902-3080  
 leslie.ryan-connelly@rco.wa.gov

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

From: Matt Keough [mailto:MKeough@co.kitsap.wa.us]  
 Sent: Friday, June 12, 2009 3:52 PM  
 To: Terri Lyman; Ryan-Connelly, Leslie (RCO)  
 Cc: Kevin Howell; Tracey Hamilton-Oril  
 Subject: TERMINATION DEED OF RIGHT INSTRUMENT FOR SIGNATURE

Leslie,

Thank you for the suggested edits (incorporated in the attached version) required for the RCO signature.

We will be getting it signed by the Chair of the County Commission - along with our all our documents for closing - on Monday. TERRI is coordinating signatures, expecting our signature package from land title on Monday.

Once signed, we would love to receive it by scanned version, through email if possible. We could swap original signature versions on Wednesday if that makes sense to you when we meet on site!

Let's walk the property at 11AM on Wednesday. Feel free to call on me for details and clarification but the best meeting spot is the DNR gate located off Seabeck Highway, just north of the Holly Road intersection. As we conclude - 12:30 or so - I would like to consider inviting some others to walk the property to include our critical area staff (planning) and possibly a citizen who is very anxious to hear that the land will be placed into conservation.

MFK

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

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

**From:** "Ryan-Connelly, Leslie (RCO)" <Leslie.Ryan-Connelly@rco.wa.gov>  
**To:** "Matt Keough" <MKeough@co.kitsap.wa.us>, "Terri Lyman" <TLyman@co.kitsap...>  
**CC:** "Kevin Howell" <KMHowell@co.kitsap.wa.us>, "Tracey Hamilton-Oril" <THami...>  
**Date:** 6/15/2009 10:12 AM  
**Subject:** RE: TERMINATION DEED OF RIGHT INSTRUMENT FOR SIGNATURE  
**Attachments:** 041457-termination dor.pdf

Signed by RCO director.

Leslie Ryan-Connelly  
Outdoor Grants Manager  
Recreation and Conservation Office  
(360) 902-3080  
leslie.ryan-connelly@rco.wa.gov

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

From: Matt Keough [mailto:MKeough@co.kitsap.wa.us]  
Sent: Friday, June 12, 2009 3:52 PM  
To: Terri Lyman; Ryan-Connelly, Leslie (RCO)  
Cc: Kevin Howell; Tracey Hamilton-Oril  
Subject: TERMINATION DEED OF RIGHT INSTRUMENT FOR SIGNATURE

Leslie,

Thank you for the suggested edits (incorporated in the attached version) required for the RCO signature.

We will be getting it signed by the Chair of the County Commission - along with our all our documents for closing - on Monday. TERRI is coordinating signatures, expecting our signature package from land title on Monday.

Once signed, we would love to receive it by scanned version, through email if possible. We could swap original signature versions on Wednesday if that makes sense to you when we meet on site!

Let's walk the property at 11AM on Wednesday. Feel free to call on me for details and clarification but the best meeting spot is the DNR gate located off Seabeck Highway, just north of the Holly Road intersection. As we conclude - 12:30 or so - I would like to consider inviting some others to walk the property to include our critical area staff (planning) and possibly a citizen who is very anxious to hear that the land will be placed into conservation.

MFK

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

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

**From:** Kevin Howell  
**To:** Cathiea@landtitleco.net  
**CC:** Tracey Hamilton-Oril  
**Date:** 6/15/2009 9:42 AM  
**Subject:** Fwd: RE: TERMINATION DEED OF RIGHT INSTRUMENT FOR SIGNATURE

Cathie,

What follows is a conversation string relating to the form of the termination of deed of right agreement. I should have this to you and others later this morning.

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

>>> Kevin Howell 6/15/2009 9:39 AM >>>

I have asked my assistant to copy the legal descriptions appended to the original deed of right for the county lands being conveyed to DNR and attach those descriptions to the termination agreement. Once imaged, we will then send the amended versions to all of you as a PDF. Satisfactory?

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

>>> "Ryan-Connelly, Leslie (RCO)" <[Leslie.Ryan-Connelly@rco.wa.gov](mailto:Leslie.Ryan-Connelly@rco.wa.gov)> 6/15/2009 9:05 AM >>>  
Hi Matt:

I will print this 6-11-09 version for RCO director's signature, scan and email it back, and hand deliver it on Wednesday.

Your site visit plans work for me. I will meet you at the gate at 11 am.

Leslie Ryan-Connelly  
Outdoor Grants Manager  
Recreation and Conservation Office  
(360) 902-3080  
[leslie.ryan-connelly@rco.wa.gov](mailto:leslie.ryan-connelly@rco.wa.gov)

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Port Orchard, WA 98366

(360) 337-5357  
[mkeough@co.kitsap.wa.us](mailto:mkeough@co.kitsap.wa.us)

**From:** Kevin Howell  
**To:** bregina.taylor@comcast.net; Cathie Ames; Matt Keough; Terri Lyman  
**CC:** Tracey Hamilton-Oril  
**Date:** 6/8/2009 12:23 PM  
**Subject:** Re: County to KRRC

By all means yes.

Thanks Cathie.

>>> "Cathie Ames" <cathiea@landtitleco.net> 6/8/2009 10:58 AM >>>

Good morning. I am starting to put my document package together for everyone to review. I am noticing that the Bargain and Sale Deed does not have a correct Abbreviated Legal Description and Tax Account Number. Can I go ahead and make the correction on the document?

Cathie Ames,  
Limited Practice Officer  
Commercial Settlement Agent  
9657 Levin Road NW  
Silverdale, WA 98383  
(800) 950-4321  
(360) 692-4033  
(360) 692-8669 (facsimile)

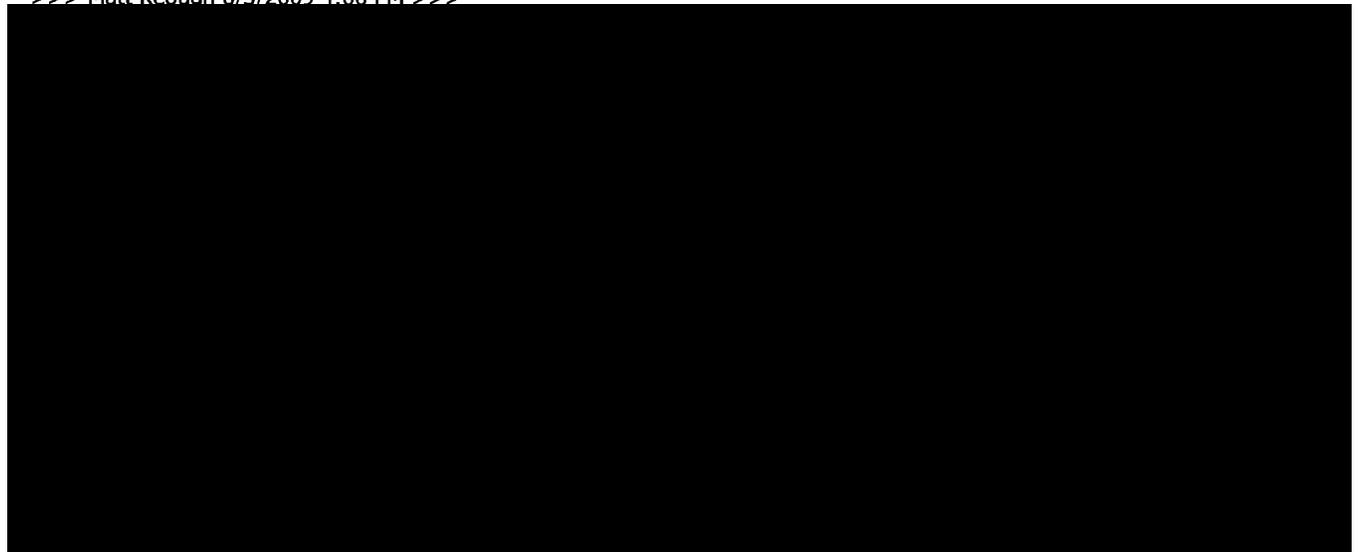
**From:** Jacquelyn Aufderheide  
**To:** Keough, Matt  
**CC:** Brown, Josh; Howell, Kevin  
**Date:** 6/3/2009 4:54 PM  
**Subject:** Re: Conservation Easement under development - Community Interest



Jacquelyn M. Aufderheide  
Chief Deputy Prosecutor, Civil Division  
Kitsap County Prosecuting Attorney  
614 Division Street, MS 35-A  
Port Orchard, WA 98366  
phone: (360) 337-4973  
fax (360) 337-7083  
email: [jaufderh@co.kitsap.wa.us](mailto:jaufderh@co.kitsap.wa.us)

The information contained in this e-mail message may be privileged, confidential and protected from disclosure. If you are not the intended recipient, any dissemination, distribution or copying is strictly prohibited. If you have received this e-mail in error, please notify us by return e-mail and delete it from your computer. Thank you.

>>> Matt Keough 6/3/2009 4:06 PM >>>



MFK

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

(360) 337-5357  
[mkeough@co.kitsap.wa.us](mailto:mkeough@co.kitsap.wa.us)

**From:** Kevin Howell  
**To:** Cathiea@landtitleco.net  
**CC:** Matt Keough; Tracey Hamilton-Oril  
**Date:** 6/3/2009 2:24 PM  
**Subject:** Fwd: DNR/Land Exchange  
**Attachments:** TERMINATION OF DEED OF RIGHT TO USE LAND FOR CONSERVATION PURPOSES.doc

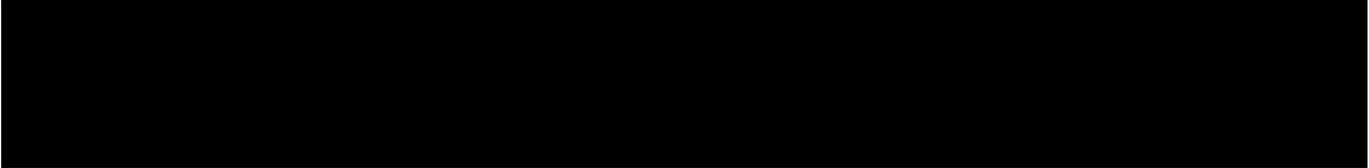
Hi Cathie.

Have not heard from Matt so I wanted to give you a peek at my draft termination agreement to see if you can work with it. Please advise. I will go ahead and ask my assistant to incorporate the legal description and any suggested changes that are mutually acceptable to the various parties.

Kevin

Kevin M. Howell  
Deputy Prosecuting Attorney for Kitsap County  
Civil Division  
614 Division Street, MS-35A  
Port Orchard, WA 98366  
Email: [kmhowell@co.kitsap.wa.us](mailto:kmhowell@co.kitsap.wa.us)  
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Fax: (360) 337-7083

>>> Kevin Howell 6/2/2009 12:02 PM >>>



Kevin M. Howell  
Deputy Prosecuting Attorney for Kitsap County  
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614 Division Street, MS-35A  
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Email: [kmhowell@co.kitsap.wa.us](mailto:kmhowell@co.kitsap.wa.us)  
Phone: (360) 337-7268  
Fax: (360) 337-7083

>>> Tracey Hamilton-Oril 5/29/2009 11:02 AM >>>



**Kevin Howell - RE: Newberry Hill Exchange**

---

**From:** "ROBBINS, TAMMY (DNR)" <TAMMY.ROBBINS@dnr.wa.gov>  
**To:** "Cathie Ames" <cathiea@landtitleco.net>  
**Date:** 6/2/2009 4:14 PM  
**Subject:** RE: Newberry Hill Exchange  
**CC:** "PRUITT, BRAD (DNR)" <BRADFORD.PRUITT@dnr.wa.gov>, <kmhowell@co.kitsap.wa.us>, "Matt Keough" <mkeough@co.kitsap.wa.us>, "Terri Lyman" <tlyman@co.kitsap.wa.us>

---

Hi Cathie,

Sorry I was not able to reply back to you sooner, but we have been scrambling trying to prepare for the BNR meeting. Now that it is over and the Deed is being routed I can go over your email. See my responses below.

*Tammy Robbins*



Property & Acquisition Specialist  
 Asset Management & Recreation Division  
 Washington State Department of Natural Resources  
 PO Box 47014 Olympia, WA 98504-7014  
 (360) 902-1219 / (360) 902-1789 fax  
[tammy.robbins@dnr.wa.gov](mailto:tammy.robbins@dnr.wa.gov)

---

**From:** Cathie Ames [mailto:cathiea@landtitleco.net]  
**Sent:** Monday, June 01, 2009 9:26 AM  
**To:** PRUITT, BRAD (DNR); kmhowell@co.kitsap.wa.us; 'Matt Keough'; ROBBINS, TAMMY (DNR); 'Terri Lyman'  
**Subject:** Newberry Hill Exchange

Hello to all. I have itemized below a brief summary of some of the items that I will need provided or questions that will need to be answered, prior to closing:

**Purchase and Sale Agreement:**

-The following matters should be addressed in an Addenda to the Exchange Agreement: (WE WILL DRAFT A LETTER OF ADDENDA TO CORRECT # 2 & #3. I HAVE MADE NAME CORRECTION TO THE DEED AND OTHER DOCS.)

- 1) Kitsap County, a Political Subdivision of the State of Washington is to be named and the Exchanger, rather than "KCP&R Dept." (Page 1 of Exch. Agmt). Please amend all documents, showing as Exhibit's, which are being recorded.
- 2) Correct the heading for Exhibit B-2. Should be "Easement Reservation" rather than "Description of Areas Subject to State's Mineral Reservation" (Page 49 of Exch. Agmt).
- 3) Correct the reference to Exhibit "H" to show Exhibit "C" (Section 13 on Page 11 of Exch. Agmt). And, on this same matter, since the County has removed the property from its Forestland Designation, is the Notice of Continuing Forest Land Obligation document still necessary? See attached Supp 1 of Fifth Commitment.
- 4) The exact amount to be paid by the County to DNR for the reimbursement of the administrative costs (\$50,000.00 approx cost). (BRAD IS WORKING ON THIS AND SHOULD HAVE SOMETHING TO YOU BY TOMORROW)

**Policy(s) of Title Insurance:**

-There are Road Maintenance Agreements recorded on both exchange pieces. Is anyone aware of dues being collected by an Association on either property?  
(NONE KNOWN ON STATE SIDE)

**Items relating to draft DNR Escrow Instructions:**

-Contrary to the DNR Escrow Instructions, there is currently taxation for Noxious Weeds/Fire Prevention on the lots DNR is acquiring. I understand that these do not qualify for an exemption when the property is owned by a Governmental entity. I can not delete items #19 through #37. It would be appropriate for me to prorate these amounts, however nominal. Please advise. **( PLEASE PRORATE THE WEED ASSESSMENTS FOR THE REMAINDER OF THE YEAR AND PAY STATE'S PORTION FOR THE REMAINDER OF THIS YEAR. WE WILL LET YOU KNOW ABOUT THE FPA AFTER FUTHER DISCUSSION)**

-Exception #12, in Commitment #E-229091, refers to CC&R's. Your Instructions state that you will only accept this item if RMAP money is received. I will need you to either accept this as a condition of title or provide me with a release document. **(STATE WILL ACCEPT)**

-Exception #14 relates to a Road Maintenance Assoc. and I can not delete this item without consent from the affected parties. **(STATE WILL ACCEPT)** I am wondering if you are looking at a previous Title Commitment (since we are on our 5<sup>th</sup> version☺) and the numbers do not match up. I have attached a copy of the most recent version.

-Exception #16 is not listed in either the accepted encumbrances or deleted encumbrances list? Please advise **(I WILL NEED TO COMPARE YOUR 5<sup>TH</sup> VERSION WITH OUR VERSION)**

**Documents:**

-I will need a copy of the signed Exchange Purchase and Sale Agreement, once it is executed by DNR.  
**(SENT TODAY 6-2-09)**

-I will need a signed copy of the "Board of Natural Resources Approval Notice" (7.1 on page 6 of Exch. Agmt). **(WILL SEND RESOLUTION THIS WEEK)**

-Please verify signing authority with me for DNR and let me know who will be signing my escrow documents. **(BRAD PRUITT WILL SIGN ESCROW INSTRUCTIONS AND STEVE SAUNDERS WILL SIGN SETTLEMENT STATEMENT)**

-I will need the Minutes from the County Board Meeting (Terri to obtain from Commissioner's Office), authorizing the exchange of the properties.

-Please provide the final draft of the DNR Escrow Instructions. **(IN PROGRESS)**

-The County will need to provide a Termination of Conservation Easement (7.2.2b on page 6).

-I will draw the Statutory Warranty Deed from the County to DNR, unless I am advised otherwise.

-DNR to draw/provide the original documents, as follows:

1) Quitclaim Deed (I understand that this will take approximate 2 weeks for the Governor to sign after it is submitted to her office) (Exhibit B-4). **(STARTED ROUTING PROCESS TODAY 6-2-09, SHOULD BE IN GOVERNORS OFFICE BY NEXT WEEK)**

2) Assignment and Assumption of Lease Agreement (Exhibit A-2). **(AWAITING REGIONS SIGNATURE)**

3) Mineral Reservation (Exhibit B-1) **(ATTACHED TO DEED)**

4) Easement Reservation (Exhibit B-2 and B-3) **(ATTACHED TO DEED)**

5) Tenant Estoppels Statement (Exhibit B-5). I believe it was mention that this is in KRRC's hands. **(HAVE SIGNED LEASE ESTOPPLE)**

**Misc:**

-I anticipate prorating the annual lease payment between DNR and KRRC and passing this though the

County on the Closing Statements. I have requested that Regina Taylor provide me with that amount to adjust through closing and will have this amount confirmed by DNR, when provided. I understand that the current lease payment covers the period from 2/28/09 through 2/27/2010 and that this amount has been paid for the current year.

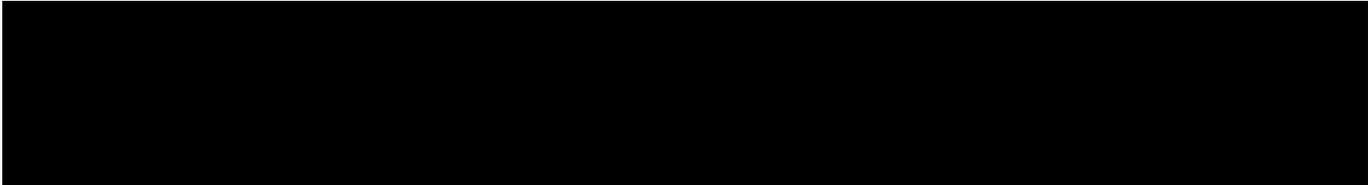
**-Please verify that the Bridge removal has been inspected by Fish and Wildlife. (FISH AND WILDLIFE HAVE BEEN ADVISED, CONTACT BRAD IF YOU HAVE QUESTIONS. WDFW HAS NOT INDICATED THERE IS A VIOLATION) DO YOU NEED THIS FOR ANY PARTICULAR REASON?**

-I understand that DNR will require 5 days to review docs and that the Kevin Howell will need to review documents before the Chair signs.

And, just to confirm, we are going to target 6/18/09 for closing. I have a lot of the documents done and will start circulating them as soon as I have a the signed Exchange Agreement. I look forward to working with you all, as we proceed to closing and do not hesitate to call me at any time to discuss your file.

Cathie Ames,  
Limited Practice Officer  
Commercial Settlement Agent  
9657 Levin Road NW  
Silverdale, WA 98383  
(800) 950-4321  
(360) 692-4033  
(360) 692-8669 (facsimile)

**From:** Kevin Howell  
**To:** Matt Keough; Terri Lyman  
**CC:** Tracey Hamilton-Oril  
**Date:** 6/2/2009 12:02 PM  
**Subject:** Fwd: DNR/Land Exchange  
**Attachments:** TERMINATION OF DEED OF RIGHT TO USE LAND FOR CONSERVATION PURPOSES.doc



Kevin M. Howell  
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Phone: (360) 337-7268  
Fax: (360) 337-7083

>>> Tracey Hamilton-Oril 5/29/2009 11:02 AM >>>



From: Terri Lyman  
To: Howell, Kevin; Sommerfeld, Cindy  
CC: Hamilton-Oril, Tracey  
Date: 6/2/2009 10:37 AM  
Subject: Re: Fwd: Newberry Hill Exchange

Thanks Cindy. Terri is away from the office, but I'm sure Kevin's suggestion is the best approach. Thank you for passing on the new parcel numbers. We'll incorporate them into our files.

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](mailto:MDroge@co.kitsap.wa.us)

>>> Cindy Sommerfeld 6/2/2009 9:56 AM >>>  
Good morning to all,

Having heard no dissent, I created 2 new tax parcel numbers, one for the property that the County is acquiring and one for the piece that will be going to the Kitsap Rifle club. I have contacted Land Title with the new account numbers so this transaction can occur at everyone's convenience.

For your reference: KC Rifle club tax parcel number is 362501-4-002-1006, and property to be retained by Kitsap County is carried under tax parcel number 362501-1-002-1002.

Cindy Sommerfeld

Cadastral Supervisor  
email: [csommerf@co.kitsap.wa.us](mailto:csommerf@co.kitsap.wa.us)  
360-337-7277 fax: 360-337-4874

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Kitsap County Assessor 614 Division St. MS-22 Port Orchard WA 98366  
[www.kitsapgov.com/assr/](http://www.kitsapgov.com/assr/)

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Good morning to all:

For simplicity's sake, I would think that combining all parcels under a single tax account number would be the most efficient means. Unless you hear objections from our Parks Dept., this is the my preferred option.

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Just for clarification, my question was whether the property that would ultimately be remaining in the County's hand could be all under one tax parcel number?

Thank you,

Cindy

Cadastral Supervisor  
email: [csommerf@co.kitsap.wa.us](mailto:csommerf@co.kitsap.wa.us)

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Good morning. I just spoke to Cindy Sommerfield at the Assessor's and she will be working on the segregation of the KRRRC piece so that I can obtain my tax prorata for closing purposes.

She has asked me a question with regard to the portion that you retaining and whether or not you want a separate tax account number or should it be combined with adjoining property already owned by the County?

Could one of you please let her know how you would like this handled, so that she can start the process?

Also, Kevin: I do not have any appointments until 3:00 today. This would be a really good day to try and connect.

Thank you.

Cathie Ames,  
Limited Practice Officer  
Commercial Settlement Agent  
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(360) 692-8669 (facsimile)

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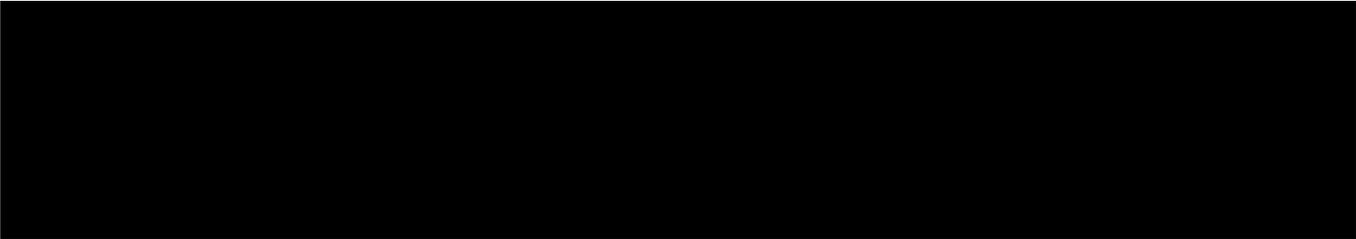
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9657 Levin Road NW  
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(360) 692-8669 (facsimile)

**From:** Kevin Howell  
**To:** Matt Keough  
**CC:** Cathiea@landtitleco.net; Tracey Hamilton-Oril  
**Date:** 6/1/2009 10:03 AM  
**Subject:** Fwd: Newberry Hill Exchange  
**Attachments:** Supp1FifthCommit.pdf; 229091.PDF



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

>>> "Cathie Ames" <[cathiea@landtitleco.net](mailto:cathiea@landtitleco.net)> 6/1/2009 9:25 AM >>>

Hello to all. I have itemized below a brief summary of some of the items that I will need provided or questions that will need to be answered, prior to closing:

**Purchase and Sale Agreement:**

- The following matters should be addressed in an Addenda to the Exchange Agreement:
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- Exception #12, in Commitment #E-229091, refers to CC&R's. Your Instructions state that you will only accept this item if RMAP money is received. I will need you to either accept this as a condition of title or provide me with a release document.
- Exception #14 relates to a Road Maintenance Assoc. and I can not delete this item without consent from the affected parties. I am wondering if you are looking at a previous Title Commitment (since we are on our 5<sup>th</sup> version©) and the numbers do not match up. I have attached a copy of the most recent version.
- Exception #16 is not listed in either the accepted encumbrances or deleted encumbrances list? Please advise

**Documents:**

- I will need a copy of the signed Exchange Purchase and Sale Agreement, once it is executed by DNR.
- I will need a signed copy of the "Board of Natural Resources Approval Notice" (7.1 on page 6 of Exch. Agmt).

- Please verify signing authority with me for DNR and let me know who will be signing my escrow documents.
- I will need the Minutes from the County Board Meeting (Terri to obtain from Commissioner's Office), authorizing the exchange of the properties.
- Please provide the final draft of the DNR Escrow Instructions.
- The County will need to provide a Termination of Conservation Easement (7.2.2b on page 6).
- I will draw the Statutory Warranty Deed from the County to DNR, unless I am advised otherwise.

-DNR to draw/provide the original documents, as follows:

- 1) Quitclaim Deed (I understand that this will take approximate 2 weeks for the Governor to sign after it is submitted to her office) (Exhibit B-4).
- 2) Assignment and Assumption of Lease Agreement (Exhibit A-2).
- 3) Mineral Reservation (Exhibit B-1)
- 4) Easement Reservation (Exhibit B-2 and B-3)
- 5) Tenant Estoppels Statement (Exhibit B-5). I believe it was mention that this is in KRRC's hands.

**Misc:**

-I anticipate prorating the annual lease payment between DNR and KRRC and passing this though the County on the Closing Statements. I have requested that Regina Taylor provide me with that amount to adjust through closing and will have this amount confirmed by DNR, when provided. I understand that the current lease payment covers the period from 2/28/09 through 2/27/2010 and that this amount has been paid for the current year.

-Please verify that the Bridge removal has been inspected by Fish and Wildlife.

-I understand that DNR will require 5 days to review docs and that the Kevin Howell will need to review documents before the Chair signs.

And, just to confirm, we are going to target 6/18/09 for closing. I have a lot of the documents done and will start circulating them as soon as I have a the signed Exchange Agreement. I look forward to working with you all, as we proceed to closing and do not hesitate to call me at any time to discuss your file.

Cathie Ames,  
Limited Practice Officer  
Commercial Settlement Agent  
9657 Levin Road NW  
Silverdale, WA 98383  
(800) 950-4321  
(360) 692-4033  
(360) 692-8669 (facsimile)

**From:** Terri Lyman  
**To:** Tracey Hamilton-Oril  
**Date:** 5/29/2009 10:32 AM  
**Subject:** Re: DNR/Land Exchange

Recreation and Conservation Office (State of Washington)

Please leave signature line blank - we don't care who signs over there and it might be signed by someone lower than the director (hope so - it's quicker). They asked for a line labeled "name" and "title" with RCO underneath and they'll figure out who belongs there.

Thank you, Tracey!  
Terri

>>> Tracey Hamilton-Oril 5/29/2009 10:21 AM >>>  
Terri,

I am drafting the Termination of Deed of Right for the DNR land Exchange.

Could you tell me the following:

1. What does RCO stand for?
2. Who is representing RCO for signature authority?

I think that is it so far. Let me know when you can.

Thanks,

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

**From:** Terri Lyman  
**To:** Kevin Howell  
**CC:** Tracey Hamilton-Oril  
**Date:** 5/28/2009 5:03 PM  
**Subject:** Fwd: RE: FW: Newberry Hill Land Exchange

Kevin -

Would you please title the termination paper as requested below: Termination of Deed of Right?

Thank you!  
Terri

>>> "Bunes, Kammie (RCO)" <[Kammie.Bunes@rco.wa.gov](mailto:Kammie.Bunes@rco.wa.gov)> 5/28/2009 4:30 PM >>>  
You are most welcome. Just to keep things clear you might want to ask  
the attorney to rename it a Termination of Deed of Right

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

From: Terri Lyman [<mailto:Tlyman@co.kitsap.wa.us>]  
Sent: Thursday, May 28, 2009 3:57 PM  
To: Bunes, Kammie (RCO)  
Cc: Matt Keough  
Subject: Re: FW: Newberry Hill Land Exchange

Thank you, Kammie! You are an immense help and we are very relieved!

I've just talked to our attorney and he is drafting a Termination of  
Easement form, and will verify with our closing agent and the Dept. of  
Natural Resources that it is what they need. After this happens, I'll  
forward it to you for your (RCO) signature with a  
map of the land we are removing the deed of right from  
map also showing the new land we are receiving  
draft of the new deed of right  
letter explaining the exchange

Thank you so much!  
Terri

Terri Lyman  
Parks Planning Specialist  
Kitsap County Parks and Recreation  
614 Division, MS-1  
Port Orchard, WA 98366  
[tlyman@co.kitsap.wa.us](mailto:tlyman@co.kitsap.wa.us)  
360-337-5358

>>> "Bunes, Kammie (RCO)" <[Kammie.Bunes@rco.wa.gov](mailto:Kammie.Bunes@rco.wa.gov)> 5/28/2009 3:17 PM  
>>>  
Hi Terri. I just left you a message with my phone # 360-902-3019.  
Hopefully I can help you with this  
Kammie Bunes

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

From: Thirtyacre, Sarah (RCO)  
Sent: Thursday, May 28, 2009 3:08 PM  
To: Bunes, Kammie (RCO)  
Subject: Newberry Hill Land Exchange  
Importance: High

(360) 337-5358 Terri at Kitsap County

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

From: Terri Lyman [<mailto:TLyman@co.kitsap.wa.us>]

Sent: Thursday, May 28, 2009 3:00 PM

To: Thirtyacre, Sarah (RCO)

Subject: Are you in?

May we call you?

...Regarding Newberry Hill and because Leslie is not in?

We need to relinquish the deed of right for conservation purposes on the current Central Kitsap Greenway land to enable to exchange land and then put a new deed of right on the land we are about to receive.

Can you help us with this?

May we call you to talk about it?

Thanks, Sarah.

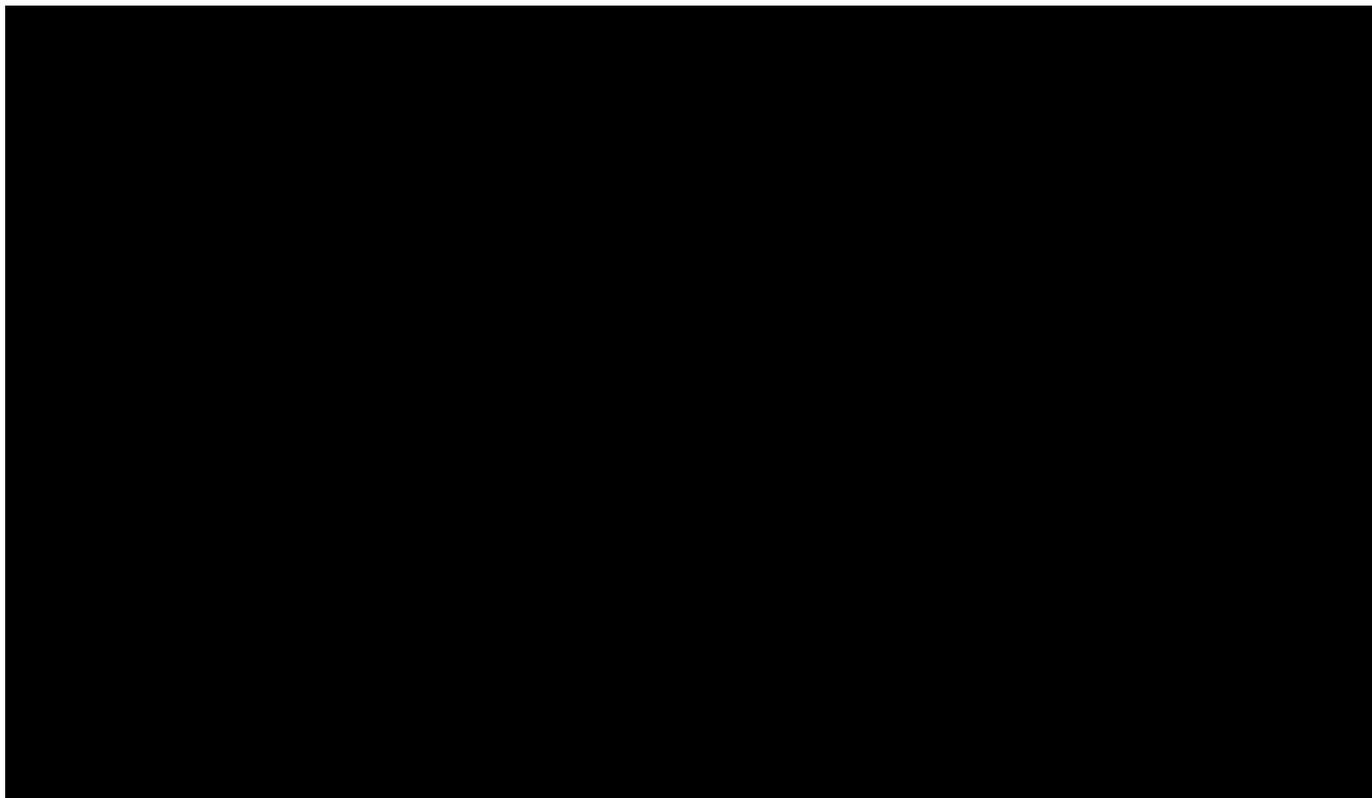
Terri

**From:** Kevin Howell  
**To:** Tracey Hamilton-Oril  
**Date:** 5/28/2009 2:16 PM  
**Subject:** [REDACTED]

[REDACTED]

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

**From:** Matt Keough  
**To:** Hamilton-Oril, Tracey; Howell, Kevin; Lyman, Terri  
**CC:** Faver, Chip  
**Date:** 5/27/2009 11:21 AM  
**Subject:** Newberry Hill Exchange Agreement Amendments - Escrow Preperation  
**Attachments:** Newberry Exch Agree Amendment Draft 5-22-09.docx



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

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

>>> "PRUITT, BRAD (DNR)" <[BRADFORD.PRUITT@dnr.wa.gov](mailto:BRADFORD.PRUITT@dnr.wa.gov)> 5/27/2009 9:53 AM >>>  
Here's the form of the agreement. Brad

From: ROBBINS, TAMMY (DNR)  
Sent: Friday, May 22, 2009 11:05 AM  
To: PRUITT, BRAD (DNR)  
Cc: ARMBRUSTER, JULIE (DNR)  
Subject:

Hi Brad,

I have attached the Exch Agree Amendment with the changes you requested. I had a few questions for you before I complete it. If you open the document you will see red font in some areas of the document.

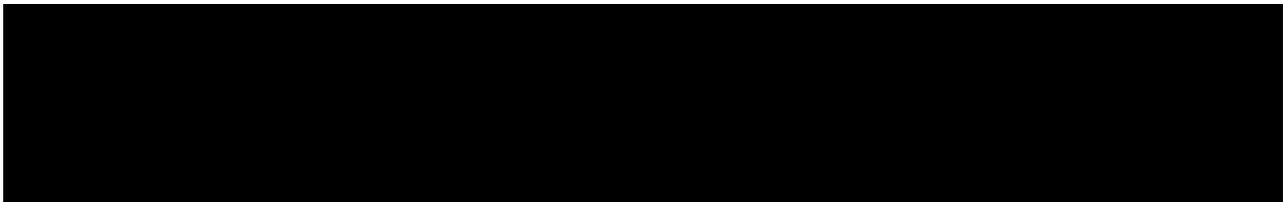
1. First paragraph "and entered on..." Will this be the date of the Original Ex Agreement or the date of the Amendment? This was a little confusing to me.
2. Second paragraph has May 13, 2009 as the date, but the Agreement has not been signed by the Commissioner yet, so this date will change, correct? Should I leave this blank for now?
3. SIGNATURE BLOCK for Kitsap County: The Ex Agree had 3 different County signatures, and I don't have that document with their names. I will add that in next week.
4. See last page STATE ACKNOWLEDGMENT: Maybe Julie will know the answer to this question: Do we need to have a Notary sign for an Amendment? I copied the notary page from the original Ex Agreement, but that was for the Commissioners signature, and this one is for Steve's signature. I wasn't sure if I should leave the wording the same.

That's it for now. Let me know what you think.

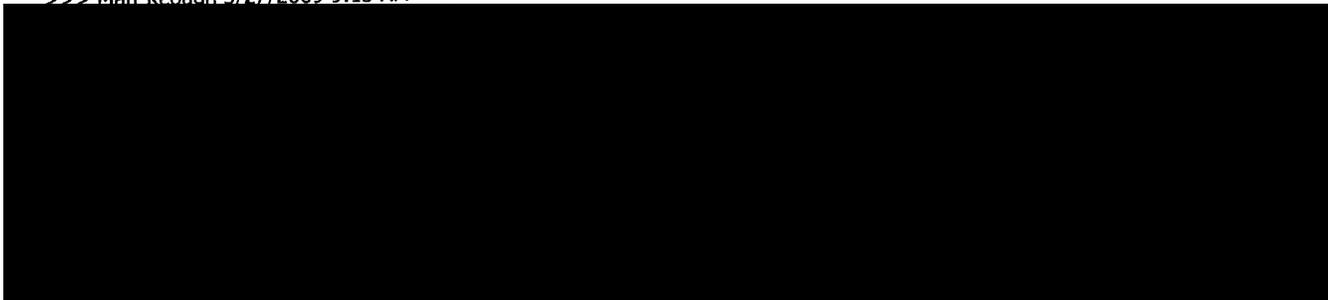
Thanks,

Tammy

**From:** Terri Lyman  
**To:** Kevin Howell; Matt Keough  
**CC:** Tracey Hamilton-Oril  
**Date:** 5/27/2009 9:24 AM  
**Subject:** Re: Fwd: Sale of Land to DNR



>>> Matt Keough 5/27/2009 9:13 AM >>>



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

(360) 337-5357  
[mkeough@co.kitsap.wa.us](mailto:mkeough@co.kitsap.wa.us)

**From:** Matt Keough  
**To:** Hamilton-Oril, Tracey; Howell, Kevin  
**Date:** 5/27/2009 9:15 AM  
**Subject:** Fwd: RE: Kitsap County to DNR

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

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

>>> Terri Lyman 5/27/2009 9:14 AM >>>



>>> "Cathie Ames" <[cathiea@landtitleco.net](mailto:cathiea@landtitleco.net)> 5/27/2009 9:10 AM >>>  
Thanks. I will keep a look out for the documents being recorded.

Cathie Ames,  
Limited Practice Officer  
Commercial Settlement Agent  
9657 Levin Road NW  
Silverdale, WA 98383  
(800) 950-4321  
(360) 692-4033  
(360) 692-8669 (facsimile)

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

From: Tamera Beverage [<mailto:TBeverag@co.kitsap.wa.us>]  
Sent: Wednesday, May 27, 2009 8:55 AM  
To: Cathie Ames  
Subject: Kitsap County to DNR

Cathie -

Just to follow up the voice mail I just left you, the compensating taxes are being waived. I am recording a Notice of Removal from Designated Forest Land on those legal descriptions and those tax parcel numbers today. That will clear your title of the DFL and you are ready to close.

Please give me a call if you have any questions.

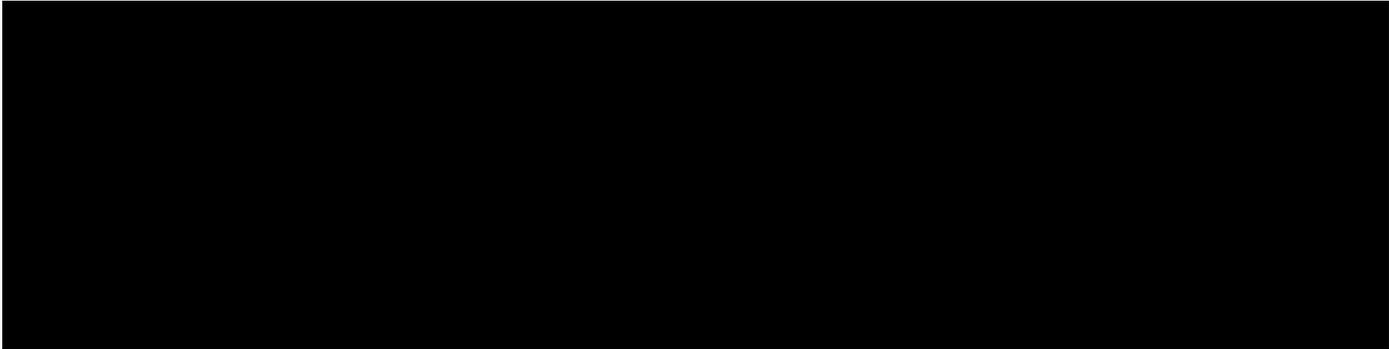
Sincerely,

Tammera Beverage  
Commercial Appraiser  
Current Use Administrator  
Kitsap County Assessor  
Main Office: (360) 337-7160  
Direct Line: (360) 337-4519  
[tbeverag@co.kitsap.wa.us](mailto:tbeverag@co.kitsap.wa.us)

Please note our new office hours for 2009  
Monday - Thursday 8:00 to 5:00  
Closed Fridays

see our web site at [www.kitsapgov.com/assr/](http://www.kitsapgov.com/assr/)

**From:** Matt Keough  
**To:** Howell, Kevin; Lyman, Terri  
**CC:** Hamilton-Oril, Tracey  
**Date:** 5/27/2009 9:13 AM  
**Subject:** Re: Fwd: Sale of Land to DNR



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

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

(5/27/2009) Kevin Howell - RE: Kitsap County to DNR

**From:** "Cathie Ames" <cathiea@landtitleco.net>  
**To:** "Tammera Beverage" <TBeverag@co.kitsap.wa.us>  
**CC:** "Terri Lyman" <TLyman@co.kitsap.wa.us>, "Kevin Howell" <kmhowell@co....>  
**Date:** 5/27/2009 9:11 AM  
**Subject:** RE: Kitsap County to DNR

Thanks. I will keep a look out for the documents being recorded.

Cathie Ames,  
Limited Practice Officer  
Commercial Settlement Agent  
9657 Levin Road NW  
Silverdale, WA 98383  
(800) 950-4321  
(360) 692-4033  
(360) 692-8669 (facsimile)

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

**From:** Tammera Beverage [mailto:TBeverag@co.kitsap.wa.us]  
**Sent:** Wednesday, May 27, 2009 8:55 AM  
**To:** Cathie Ames  
**Subject:** Kitsap County to DNR

Cathie -

Just to follow up the voice mail I just left you, the compensating taxes are being waived. I am recording a Notice of Removal from Designated Forest Land on those legal descriptions and those tax parcel numbers today. That will clear your title of the DFL and you are ready to close.

Please give me a call if you have any questions.

Sincerely,

Tammera Beverage  
Commercial Appraiser  
Current Use Administrator  
Kitsap County Assessor  
Main Office: (360) 337-7160  
Direct Line: (360) 337-4519  
tbeverag@co.kitsap.wa.us

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Closed Fridays

see our web site at [www.kitsapgov.com/assr/](http://www.kitsapgov.com/assr/)

**From:** Kevin Howell  
**To:** Matt Keough; Terri Lyman  
**CC:** Tracey Hamilton-Oril  
**Date:** 5/27/2009 9:00 AM  
**Subject:** Re: Fwd: Sale of Land to DNR

[Redacted]

>>> Terri Lyman 5/26/2009 4:45 PM >>>

[Redacted]

Terri

Terri Lyman  
Parks Planning Specialist  
Kitsap County Parks and Recreation  
614 Division, MS-1  
Port Orchard, WA 98366  
[tyman@co.kitsap.wa.us](mailto:tyman@co.kitsap.wa.us)  
360-337-5358

>>> Tammera Beverage 5/26/2009 4:25 PM >>>

Terri -

I should have looked farther back on these parcels. When Kitsap County purchased this land from Port Blakely back in 2004, compensation tax was not paid. Kitsap County cannot PURCHASE Designated Forest Land, they can only receive it as a gift if compensation tax is to be waived. When this sales transaction occurred, erroneous information was conveyed to all parties involved. The property was allowed to continue as DFL, Patty Lent therefore signed the Notice of Continuance on the REETA, and our office co-signed the REETA indicating that continuance was approved. This was an error on our part. Unfortunately, it was our understanding at that time that this was okay. Department of Revenue has since set up straight.

In 2005 the property was "removed" from Designated Forest Land Classification. Unfortunately, all that occurred was the land code was changed from "88" DFL to "91" Undeveloped Land. Again, compensating taxes were not paid, and no removal documents were prepared and recorded.

Cathie Ames of Land Title saw that the title policy indicated the property was still Designated Forest Land, that no recording documents clearing the tax exemption were of record and contacted us to see if compensating tax was due. When I looked at the accounts today, I saw that they were "91" bare land, so I went looking for the removal documents. When I didn't find them I check back in 2004 to see if compensating taxes were paid. None were. That's when I realize this was another one of our errors from years back.

I have attached an estimate of compensating taxes due. Currently you are looking at \$61,689.47. These parcels have not been inspected since December 2004. At that time the property was still listed as DFL. By law we do not place a market value on DFL, so we do not record information regarding topography, water, access, utilities. The market values quoted are for average utility land with water available. If you have an appraisal, *please* send me a copy. You show a sales price of \$2,235,000. We show a market value of \$6,777,000. That's a very large discrepancy. I will review topography maps and will work on adjusting some or all of these values down. However, the remaining compensating tax due will still be a significant sum.

I apologize for our errors, recently and not so recently. Until just a few years ago, we treated the purchase of DFL properties by tax exempt organizations the same as we did properties classified as Current Use. Unfortunately, we have been wrong in all of those cases. We currently have several more properties that we have identified with this same problem that we are tracking. At this point, upon resale of the property we will then impose the compensating tax.

Please feel free to contact me with any questions. I hope to have revised market values for you shortly. Again, if you have an appraisal, that would be of great assistance.

Sincerely,

Tammera Beverage  
Commercial Appraiser  
Current Use Administrator  
Kitsap County Assessor

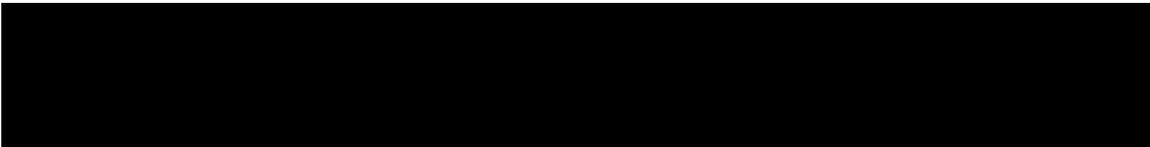
Main Office: (360) 337-7160  
Direct Line: (360) 337-4519  
[tbeverag@co.kitsap.wa.us](mailto:tbeverag@co.kitsap.wa.us)

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Closed Fridays

see our web site at [www.kitsapgov.com/assr/](http://www.kitsapgov.com/assr/)

(6/15/2009) Tracey Hamilton-Oril - Fwd: Newberry Hill Exchange

**From:** Kevin Howell  
**To:** Matt Keough  
**CC:** Terri Lyman; Tracey Hamilton-Oril  
**Date:** 5/26/2009 2:55 PM  
**Subject:** Fwd: Newberry Hill Exchange



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

>>> "Cathie Ames" <[cathiea@landtitleco.net](mailto:cathiea@landtitleco.net)> 5/26/2009 11:34 AM >>>

Good morning. I just received a call from Tamara Beverage in the Assessor's Office and she confirmed that there will in fact be compensating taxes due for the rollback on the forest land exemption, on the Greenway Piece being exchanged with DNR. She is working on the calculation and I will forward this information on to you as soon as it is received.

Cathie Ames,  
Limited Practice Officer  
Commercial Settlement Agent  
9657 Levin Road NW  
Silverdale, WA 98383  
(800) 950-4321  
(360) 692-4033  
(360) 692-8669 (facsimile)

**From:** Kevin Howell  
**To:** Cathiea@landtitleco.net  
**Date:** 5/26/2009 10:08 AM  
**Subject:** Fwd: Gun Club Appraisal = ZERO VALUE  
**Attachments:** 9111-Kitsap Gun Club.pdf

Cathie,

As promised, the Re-Solve restricted appraisal opinion for your records.

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

>>> Matt Keough 5/5/2009 3:25 PM >>>

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

(360) 337-5357  
[mkeough@co.kitsap.wa.us](mailto:mkeough@co.kitsap.wa.us)

>>> "Steve Shapiro" <[sshapiro@realestatesolve.com](mailto:sshapiro@realestatesolve.com)> 5/5/2009 3:10 PM >>>

Stephen Shapiro, MAI

RE-SOLVE

261 Madison Avenue S, Suite 102

Bainbridge, WA 98110

(206) 855-1090- Direct

(206) 842-5082 - Fax

(206) 819-2053- Cell

Thank you.

Cathie Ames,  
Limited Practice Officer  
Commercial Settlement Agent  
9657 Levin Road NW  
Silverdale, WA 98383  
(800) 950-4321  
(360) 692-4033  
(360) 692-8669 (facsimile)

**From:** "Cathie Ames" <cathiea@landtitleco.net>  
**To:** "Tracey Hamilton-Orii" <thamilto@co.kitsap.wa.us>  
**Date:** 5/19/2009 2:00 PM  
**Subject:** Conveyance document for KRRC piece  
**Attachments:** 20090519165817.pdf

I have attached a copy of the Deed that you requested.

Cathie Ames,  
Limited Practice Officer  
Commercial Settlement Agent  
9657 Levin Road NW  
Silverdale, WA 98383  
(800) 950-4321  
(360) 692-4033  
(360) 692-8669 (facsimile)

**From:** Kevin Howell  
**To:** Russell Hauge  
**CC:** Tracey Hamilton-Oril  
**Date:** 5/19/2009 12:25 PM  
**Subject:** Re: Fwd: Pending Transfer and Potential Sale of Kitsap Rifle and Revolver Club Concerns

>>> Russell Hauge 5/19/2009 12:16 PM >>>

>>> <Okelleyb@aol.com> 5/7/2009 8:21 PM >>>

Dear Commissioner Brown.

I hope you have the time to read my letter and consider my concerns worthy of discussion with your fellow County Commissioners.

I am a former member of KRRC, and am not convinced that a wholesale sale of the property to KRRC is in the best interests of Kitsap County, or of the body of County Commissioners yourselves. I raised questions to the governing body of KRRC about the for-profit business overlaying the facilities of the not-for-profit club and was nearly voted out, having been accused of slander and disloyalty to their Executive Officer, Marcus Carter.

If precedent holds, Mr. Carter will present himself, perhaps along with the club president, as the sole person with whom you and the other Commissioners can deal regarding all things KRRC. I do not trust Mr. Carter, or his motives for pushing The Commissioners to divest from KRRC in entirety. I understand the urge to avoid any lead abatement responsibility on the part of the County, but please consider the long-range implications and give them due thought and discussion among yourselves.

If I know my friend and colleague Glenn Maiers, he has already made contact with you or the other Commissioners and expressed similar sentiments. If Glenn hasn't contacted you, please contact him yourself ([gmaiers@silverlink.net](mailto:gmaiers@silverlink.net) (<mailto:gmaiers@silverlink.net>) ) for an eye-opening, well-reasoned explanation of the goings on at KRRC over the last several years. I hope you believe that we aren't disgruntled ex-members with axes to grind. We are concerned greatly, though, that The Commissioners may be being sold a bill of goods that is very different from the reality currently in place at KRRC; a reality that is destined to become even worse if the property and the organization are no longer subject to County scrutiny. You may also benefit from discussion with Prosecutor Russ Hauge about Mr. Carter's indictment for possession of a machine gun, and his 8+ year attempt to avoid justice.

At the very least, can you and your fellow Commissioners make it a condition of sale that KRRC not allow any for-profit enterprise operate on the property, use its facilities or overlay the club? It is an easy enough clause to formulate, and could ensure the ability of non-profits such as the Boy Scouts to continue their historical use of the range and its dedicated cadre of volunteer instructors. Bring this up with Mr. Carter and gauge his reaction to the notion of profit generation being prohibited. His defense of the status quo will be passionate and seemingly sincere, but please consider that it is he, along with his family members, who solely stand to reap all the profit, while KRRC gets a pittance, and the County gets nothing but bad press. Thank you for your time, Mr. Brown, and thanks in advance for your consideration of this matter.

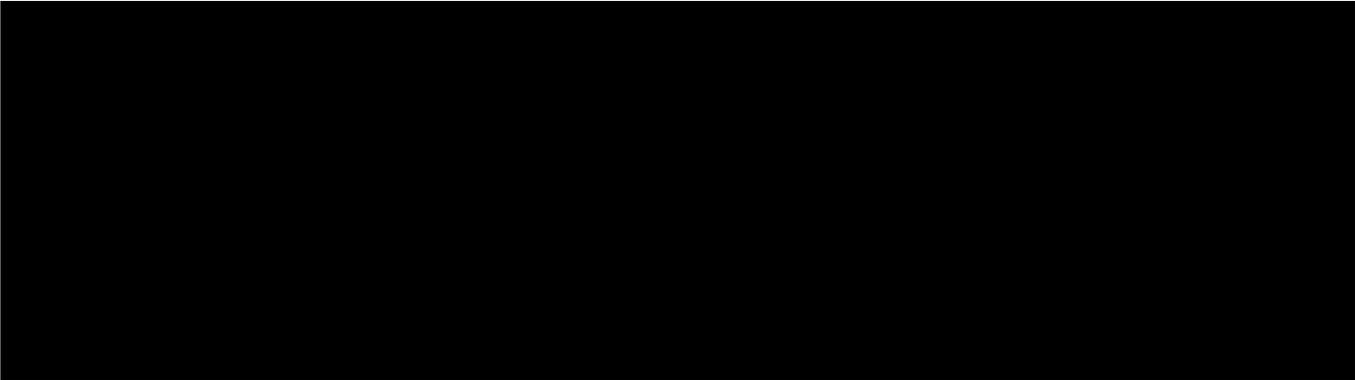
Sincerely,

Brian O'Kelley  
Bremerton WA 98311  
360-698-0923 Home  
360-340-0155 Cell

[\\_okelleyb@aol.com](mailto:_okelleyb@aol.com) ([mailto:\\_okelleyb@aol.com](mailto:_okelleyb@aol.com))

\*\*\*\*\*Remember Mom this Mother's Day! Find a florist near you now.  
(<http://yellowpages.aol.com/search?query=florist&ncid=emlcntusvelp00000006>)

**From:** Kevin Howell  
**To:** Terri Lyman; Tracey Hamilton-Oril  
**CC:** Bert Furuta; Chip Faver; Nancy Grennan; Penny Starkey; Russell Hauge...  
**Date:** 5/13/2009 10:53 AM  
**Subject:** DNR/County/KRRC Exchange and Assignment Transaction



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

**From:** Terri Lyman  
**To:** Tracey Hamilton-Oril  
**Date:** 5/13/2009 10:00 AM  
**Subject:** also....



tl

**From:** Terri Lyman  
**To:** Tracey Hamilton-Oril  
**Date:** 5/13/2009 9:58 AM  
**Subject:** BARGAIN AND SALE DEED- - final w- Regina's changes  
**Attachments:** BARGAIN AND SALE DEED- - final w- Regina's changes.doc

Tracey -

Here is the bargain with Regina's last-minute changes - highlighted and underlines. We're waiting for Kevin to finish with a conference call - for his review.

Are you working on any changes over there?

Also - talked to Rhiannan - and she will put these on the network as soon as they're finalized.

Thanks.  
terri

**From:** Terri Lyman  
**To:** Tracey Hamilton-Oril  
**Date:** 5/13/2009 9:30 AM  
**Subject:** REAL ESTATE ASSIGNMENT AND CONVEYANCE AGREEMENT  
**Attachments:** REAL ESTATE ASSIGNMENT AND CONVEYANCE AGREEMENT.doc

Tracey -

Here is the final conveyance form with Regina's change from "its" to "it's" and the signature block.

tl

(6/15/2009) Tracey Hamilton-Oril - Re: Gun Club

**From:** Terri Lyman  
**To:** Tracey Hamilton-Oril  
**Date:** 5/13/2009 9:21 AM  
**Subject:** Re: Gun Club

Okay - I guess we're on around 1:00ish. And the plan is to actually sign the documents (with a notary present) in the meeting....I'll be heading over soon to make sure all the documents are in order.

(We added the rifle club's sig block to the conveyance agreement, and Regina wants to change the legal description on the Bargain Deed. We think it's the same legal, just shortened - and I think Matt is talking further to her about this, and will probably verify this description with the Assessor's office.)

Our plan is to facilitate these changes, check with you and Kevin, then have them sign the docs so they can leave.

Terri (I think this phone is 7071)

>>> Tracey Hamilton-Oril 5/13/2009 8:20 AM >>>  
Terry,

As far as you know, have arrangements been made for those needed to be at the work study to actually be there. And by looking at the work study agenda, approximately what time is Gun Club property going to be dealt with? I couldn't tell from the agenda.  
Tracey

>>> Terri Lyman 5/12/2009 3:30 PM >>>  
Thank you, Tracey and Kevin.

I'm hoping this transaction is the last of its kind from this department. This exchange has been hugely complicated with, as you know, a very tight and last-minute time line which causes much stress - and is no fun!

Thank you, again, for your confidence and much appreciated kind words.

Terri

>>> Tracey Hamilton-Oril 5/12/2009 12:42 PM >>>  
Great, thanks Terri. For what its worth, Kevin and I really appreciate you. You've got this process down and you are very reliable.

>>> Terri Lyman 5/12/2009 12:35 PM >>>  
Thanks for checking with us, Tracey. No, Matt is putting together packets for the commissioners and I will deliver them, if appropriate.

Terri

(6/15/2009) Tracey Hamilton-Oril - Re: Gun Club

**From:** Terri Lyman  
**To:** Tracey Hamilton-Oril  
**Date:** 5/13/2009 8:48 AM  
**Subject:** Re: Gun Club

Hi Tracey.

Yes, Marcus Carter and Brad Smith are here to sign the conveyance agreement. I'm adding their signature block to the document as we speak.

Not sure when we're on yet...

tl

>>> Tracey Hamilton-Oril 5/13/2009 8:20 AM >>>  
Terry,

As far as you know, have arrangements been made for those needed to be at the work study to actually be there. And by looking at the work study agenda, approximately what time is Gun Club property going to be dealt with? I couldn't tell from the agenda.

Tracey

>>> Terri Lyman 5/12/2009 3:30 PM >>>  
Thank you, Tracey and Kevin.

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Thank you, again, for your confidence and much appreciated kind words.

Terri

>>> Tracey Hamilton-Oril 5/12/2009 12:42 PM >>>  
Great, thanks Terri. For what its worth, Kevin and I really appreciate you. You've got this process down and you are very reliable.

>>> Terri Lyman 5/12/2009 12:35 PM >>>  
Thanks for checking with us, Tracey. No, Matt is putting together packets for the commissioners and I will deliver them, if appropriate.

Terri

(6/15/2009) Tracey Hamilton-Oril - Newberry Hill

**From:** Terri Lyman  
**To:** cathiea@landtitleco.net  
**CC:** Kevin Howell; Matt Keough; Tracey Hamilton-Oril  
**Date:** 5/12/2009 5:46 PM  
**Subject:** Newberry Hill  
**Attachments:** BARGAIN AND SALE DEED FINAL51209.1620.doc; REAL ESTATE ASSIGNMENT AND CONVEYANCE AGREEMENT, 5-12-09.doc

Hi again, Cathie.

Please find attached the Real Estate Assignment and Conveyance Agreement and Bargain and Sale Deed with Restrictive Covenants.

These are being delivered now to BOCC for presentation at work study tomorrow.

I'll scan the signed resolution tomorrow morning.

Please advise to the order of signing.

Thank you!  
Terri

Terri Lyman  
Parks Planning Specialist  
Kitsap County Parks and Recreation  
614 Division, MS-1  
Port Orchard, WA 98366  
tlyman@co.kitsap.wa.us  
360-337-5358

(6/15/2009) Tracey Hamilton-Oril - Re: Gun Club

**From:** Terri Lyman  
**To:** Tracey Hamilton-Oril  
**Date:** 5/12/2009 3:30 PM  
**Subject:** Re: Gun Club

Thank you, Tracey and Kevin.

I'm hoping this transaction is the last of its kind from this department. This exchange has been hugely complicated with, as you know, a very tight and last-minute time line which causes much stress - and is no fun!

Thank you, again, for your confidence and much appreciated kind words.

Terri

>>> Tracey Hamilton-Oril 5/12/2009 12:42 PM >>>  
Great, thanks Terri. For what its worth, Kevin and I really appreciate you. You've got this process down and you are very reliable.

>>> Terri Lyman 5/12/2009 12:35 PM >>>  
Thanks for checking with us, Tracey. No, Matt is putting together packets for the commissioners and I will deliver them, if appropriate.

Terri

**From:** Matt Keough  
**To:** Hamilton-Oril, Tracey; Howell, Kevin; Taylor, B Regina  
**CC:** Daniels, Dana; Faver, Chip; Lyman, Terri  
**Date:** 5/12/2009 2:41 PM  
**Subject:** Re: County/KRRC Conveyance  
**Attachments:** BARGAIN AND SALE DEED FINAL51209.1415.doc

I am attaching the final Deed as worked upon by the offices of Kevin Howell and Regina Taylor. It was only edited by Parks Department so to correct grammatical errors, per the County Administrator.

This version of the deed, along with the conveyance form provided by Kevin, is being prepared for the BOCC and delivered this afternoon to Opal. We will see that it is attached to the resolution approved last night.

We are also preparing the land exchange agreement for signature with a complete packet for tomorrow. WE EXPECT A NEW PAGE 3 FROM DNR THIS AFTERNOON REGARDING PAGE 3, Section 3.2 Cash Value. I WILL CIRCULATE IT ONCE ARRIVED BUT ASSUME IT OK FOR THE BOCC PACKET BEING ASSEMBLED NOW.

Thank you all for your patience.  
MFK

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

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

>>> Tracey Hamilton-Oril 5/12/2009 12:17 PM >>>  
Opal will notify us as soon as she received Ms. Garrido's signature on the resolution. If anyone wants to "jump in there" they can retrieve the copy.

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

>>> Kevin Howell 5/12/2009 12:08 PM >>>  
All:

Once the deed is in final form, I want it attached to the BCC resolution with signature of Commissioner Garrido. Then kindly get the set to Opal and Cathie Ames.

Thanks to all.

Kevin M. Howell

Deputy Prosecuting Attorney for Kitsap County  
Civil Division  
614 Division Street, MS-35A  
Port Orchard, WA 98366  
Email: [kmhowell@co.kitsap.wa.us](mailto:kmhowell@co.kitsap.wa.us)  
Phone: (360) 337-7268  
Fax: (360) 337-7083

>>> Tracey Hamilton-Oril 5/12/2009 12:03 PM >>>  
Ms. Taylor,

Per Kevin's previous email, attached is the Bargain and Sale Deed (with your changes incorporated) as well as the conveyance document.

As I understand it, the Parks Department will coordinate gathering the paperwork together for the BOCC.

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

**From:** Matt Keough  
**To:** Brown, Josh; Daniels, Dana  
**CC:** Droge, Martha; Faver, Chip; Grennan, Nancy; Hamilton-Oril, Tracey; H...  
**Date:** 5/12/2009 2:02 PM  
**Subject:** Re: Rifle and Revolver Club APPRAISAL VALUE



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

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

>>> Dana Daniels 5/12/2009 12:27 PM >>>

Josh and Matt,  
Teri Schultz 396-7747 would like a phone call from both of you. He has several concerns over the article in today's paper. He doesn't understand why the appraisal won't be made available until after the sale....doesn't understand why we are only selling it for so cheap when the County is hurting for money etc. etc.  
Dana

**From:** Terri Lyman  
**To:** Matt Keough; Tracey Hamilton-Oril  
**Date:** 5/12/2009 12:36 PM  
**Subject:** Re: Gun Club

Thanks for checking with us, Tracey. No, Matt is putting together packets for the commissioners and I will deliver them, if appropriate.

Terri

(6/15/2009) Tracey Hamilton-Oril - Re: County/KRRC Conveyance

**From:** Kevin Howell  
**To:** B Regina Taylor; Tracey Hamilton-Oril  
**CC:** Chip Faver; Matt Keough  
**Date:** 5/12/2009 12:08 PM  
**Subject:** Re: County/KRRC Conveyance

All:

Once the deed is in final form, I want it attached to the BCC resolution with signature of Commissioner Garrido. Then kindly get the set to Opal and Cathie Ames.

Thanks to all.

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

>>> Tracey Hamilton-Oril 5/12/2009 12:03 PM >>>  
Ms. Taylor,

Per Kevin's previous email, attached is the Bargain and Sale Deed (with your changes incorporated) as well as the conveyance document.

As I understand it, the Parks Department will coordinate gathering the paperwork together for the BOCC.

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

**From:** Kevin Howell  
**To:** Cathiea@landtitleco.net  
**CC:** Tracey Hamilton-Oril  
**Date:** 5/12/2009 12:06 PM  
**Subject:** Fwd: Revised Resolution  
**Attachments:** Resolution re Sale to KCRR 3.doc

fyi.

>>> Shelley Kneip 5/11/2009 10:18 AM >>>

Kevin, attached is a copy of the resolution, with a reference to the deed you are working on (as Exhibit B). In case you want to swap it out. Let me know if there's anything else you want.

Shelley E. Kneip, Senior Deputy  
Kitsap County Prosecuting Attorney's Office  
614 Division St. MS 35A  
Port Orchard, WA 98366  
Office: (360) 337-4992  
Fax: (360) 337-7083

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(6/15/2009) Tracey Hamilton-Oril - Fwd: KRRC

**From:** Kevin Howell  
**To:** Cathiea@landtitleco.net  
**CC:** Tracey Hamilton-Oril  
**Date:** 5/12/2009 12:04 PM  
**Subject:** Fwd: KRRC  
**Attachments:** BARGAIN AND SALE DEED.doc

fyi

>>> Tracey Hamilton-Oril 5/12/2009 10:56 AM >>>

(6/15/2009) Tracey Hamilton-Oril - Fwd: ✓RRC Conveyance

**From:** Kevin Howell  
**To:** Cathiea@landtitleco.net  
**CC:** Tracey Hamilton-Oril  
**Date:** 5/12/2009 12:03 PM  
**Subject:** Fwd: KRRRC Conveyance  
**Attachments:** REAL ESTATE ASSIGNMENT AND CONVEYANCE AGREEMENT.doc

Cathie,

Attached is a first swing at a simple conveyance agreement. I deliberately included the bulk of the deal points in the Commissioner's resolution and the deed. I will forward these two documents shortly.

Thanks for your help.

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

>>> Tracey Hamilton-Oril 5/12/2009 11:48 AM >>>

Attached is the draft Real Estate Assignment & Conveyance Agreement. I assume this needs to be recorded. If that is true, then I need to change the margins etc.

**From:** Kevin Howell  
**To:** Tracey Hamilton-Oril  
**Date:** 5/12/2009 11:56 AM  
**Subject:** Re: KRRC Conveyance



(6/15/2009) Tracey Hamilton-Oril - County/KRRC Conveyance

**From:** Kevin Howell  
**To:** bregina.taylor@comcast.net  
**CC:** Cathiea@landtitleco.net; Chip Faver; Josh Brown; Matt Keough; Nancy ...  
**Date:** 5/12/2009 11:51 AM  
**Subject:** County/KRRC Conveyance

Hi Regina.

I have forwarded your last suggested edits for the deed to my assistant, Tracey Hamilton-Oril. She will fold in your suggestions and send out the revised deed shortly. I also dictated a very abbreviated Real Estate Assignment and Conveyance Agreement that incorporates the Commissioner's Resolution and the deed which really define the deal. I leave for Bremerton at 12:30 today for another marathon joint executive session with the county commissioners and the board of the Housing Authority in hopes of finalizing a settlement with the Authority's principal creditor. Probably won't get back to my office after that.

Will you kindly read over both documents carefully and adapt the conveyance agreement to your satisfaction. I would also suggest that you forward both documents to Cathie Ames at Land Title for her review and approval. Any minor adjustments can be made first thing tomorrow. You may also call upon Matt or Chip at the Parks Department for additional guidance.

Thanks for your help

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

**From:** Kevin Howell  
**To:** Tracey Hamilton-Oril  
**CC:** Chip Faver; Matt Keough  
**Date:** 5/12/2009 11:10 AM  
**Subject:** Fwd: Additional proposed changes - KRRC covenants

>>> "B. REGINA TAYLOR" <[bregina.taylor@comcast.net](mailto:bregina.taylor@comcast.net)> 5/12/2009 11:05 AM >>>

Kevin:

Please also consider the following:

1. Adding something about "modernization" including water system improvements including wells, pump house, water distribution and water storage to your list of allowed improvements.
2. Language regarding an exemption from the 8-acre limitation for any and all improvements required to meet EPA Best Management Practices for Lead at Outdoor Shooting Ranges.
3. modernization related to noise reduction and public safety improvements.
4. Related and non-gun shooting recreational sports (like archery, fencing, miscellaneous) should be allowed outside the 8 acres but may not need a specific mention if subject to land use regulations.

Also, as my voice mail indicated, there is a little problem with the \$5million aggregate insurance. The gun range insurance agent told Marcus that it is "unethical" to sell us a policy for \$5million aggregate because it is so way beyond industry standard. Can the provision conform to our current policy of \$1 million per occurrence, and \$2 million aggregate?

When you have something, please send me the next draft.

Thanks:

Regina

**B. Regina Taylor**  
Attorney at Law, PC  
9353 Central Valley Rd. NW, Suite 2  
Bremerton, WA 98311  
Ph. 360-698-5522 Fax 360-698-2584

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**From:** Kevin Howell  
**To:** bregina.taylor@comcast.net; Chip Faver; Matt Keough  
**CC:** Tracey Hamilton-Oril  
**Date:** 5/12/2009 11:09 AM  
**Subject:** Fwd: KRRC  
**Attachments:** BARGAIN AND SALE DEED.doc

All,

Please review the latest draft of the county/KRRC deed and supply any FINAL comments for modification ASAP.

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

>>> Tracey Hamilton-Oril 5/12/2009 10:56 AM >>>

**From:** Matt Keough  
**To:** Hamilton-Oril, Tracey  
**Date:** 5/11/2009 4:25 PM  
**Subject:** Re: BARGAIN AND SALE DEED511091540

Great and Thank you!

MFK

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

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

>>> Tracey Hamilton-Oril 5/11/2009 3:53 PM >>>  
The changes look fine with me, but I'm not the attorney. So I don't know what agreement you had with Kevin.

As for submitting to the Commissioner's Office, I would feel more comfortable with you speaking directly to Opal. I did send her the previous version w/o your additions just in case she didn't have anything. Terry Lyman is another good source.

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

>>> Matt Keough 5/11/2009 3:43 PM >>>  
Tracey,

THANKS FOR FORWARDING THE LATEST VERSION. Kevin said I could include a few more restrictions on the deed for environmental purposes and assume it OK for submittal.

If you have the chance to proof my changes, it is appreciated. Secondly, I could use advice on getting to the BOCC. Do I print hard copies for them? I had thought I should get it off to Opal. Terri Lyman, however, is currently updating our contract review sheets, per Kevin. Best if I send that to Opal with this...

Thank you for your time and patience!  
MFK

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

(360) 337-5357  
[mkeough@co.kitsap.wa.us](mailto:mkeough@co.kitsap.wa.us)

**From:** Terri Lyman  
**To:** Matt Keough; Tracey Hamilton-Oril  
**Date:** 5/11/2009 3:51 PM  
**Subject:** Re: BARGAIN AND SALE DEED511091540

Matt -

I'll prepare the review sheet asap and will route.

Opal will need the three originals of the final agreement on her desk by tomorrow or Wednesday to have signed by the commissioners if approved tonight.

I'm not sure how to handle the information tonight - probably should bring a few to hand out, or send them now for e-mail review?

Terri

>>> Matt Keough 5/11/2009 3:43 PM >>>  
Tracey,

THANKS FOR FORWARDING THE LATEST VERSION. Kevin said I could include a few more restrictions on the deed for environmental purposes and assume it OK for submittal.

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Thank you for your time and patience!  
MFK

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

(360) 337-5357  
[mkeough@co.kitsap.wa.us](mailto:mkeough@co.kitsap.wa.us)

**From:** Matt Keough  
**To:** Hamilton-Oril, Tracey  
**CC:** Lyman, Terri  
**Date:** 5/11/2009 3:43 PM  
**Subject:** BARGAIN AND SALE DEED511091540  
**Attachments:** BARGAIN AND SALE DEED511091540.doc

Tracey,

THANKS FOR FORWARDING THE LATEST VERSION. Kevin said I could include a few more restrictions on the deed for environmental purposes and assume it OK for submittal.

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Thank you for your time and patience!  
MFK

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

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

**From:** Opal Robertson  
**To:** Tracey Hamilton-Oril  
**Date:** 5/11/2009 3:38 PM  
**Subject:** Re: Kitsap Gun Club - Land Exchange

Thanks Tracey...haven't received anything from Parks as of yet.

Opal

>>> Tracey Hamilton-Oril 5/11/2009 3:26 PM >>>  
Opal,

I am sending you this document strictly as a back up to what Matt Keough and Chip Faver are supposed to supply you for tonight's meeting.

As I understand it, Parks has been directed to handle this matter.

Thank you,

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

**From:** Kevin Howell  
**To:** Tracey Hamilton-Oril  
**Date:** 5/11/2009 2:19 PM  
**Subject:** Re: Fwd: Gun Club  
**Attachments:** BARGAIN AND SALE DEED KRRC - sek revisions.doc

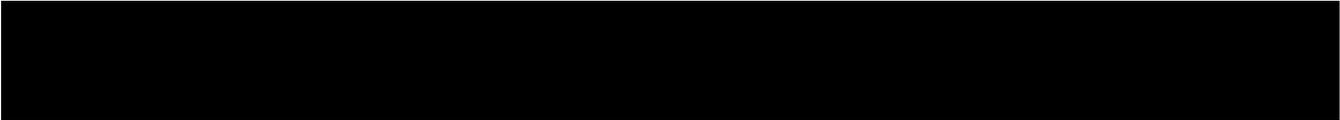
You shall be beaten without mercy....

>>> Shelley Kneip 5/11/2009 2:09 PM >>>  
I caught a couple of typos. Attached.

Shelley E. Kneip, Senior Deputy  
Kitsap County Prosecuting Attorney's Office  
614 Division St. MS 35A  
Port Orchard, WA 98366  
Office: (360) 337-4992  
Fax: (360) 337-7083

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>>> Kevin Howell 5/11/2009 1:37 PM >>>



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

>>> Tracey Hamilton-Oril 5/11/2009 1:28 PM >>>  
Attached is the latest. Please review.

**From:** "Cathie Ames" <cathiea@landtitleco.net>  
**To:** "Tracey Hamilton-Oril" <thamilto@co.kitsap.wa.us>  
**CC:** "Kevin Howell" <kmhowell@co.kitsap.wa.us>  
**Date:** 5/11/2009 12:42 PM  
**Subject:** RE: Gun Club Exhibit

The Legal Description you provided as Exhibit "A" is acceptable except for the language regarding the acreage. We do not insure acreage and would omit this from the Legal Description/Policy of Title Insurance.

Cathie Ames,  
Limited Practice Officer  
Commercial Settlement Agent  
9657 Levin Road NW  
Silverdale, WA 98383  
(800) 950-4321  
(360) 692-4033  
(360) 692-8669 (facsimile)

---

**From:** Tracey Hamilton-Oril [mailto:thamilto@co.kitsap.wa.us]  
**Sent:** Monday, May 11, 2009 11:48 AM  
**To:** Cathie Ames  
**Subject:** Gun Club Exhibit

Cathie,

Kevin Howell has asked that I forward to you Exhibit A as it relates to the Gun Club Land Exchange.

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

**From:** "Cathie Ames" <cathiea@landtitleco.net>  
**To:** "Tracey Hamilton-Oril" <thamilto@co.kitsap.wa.us>  
**Date:** 5/11/2009 12:26 PM  
**Subject:** RE: Gun Club Exhibit

I will have my Title Dept. compare Legal Descriptions.

Cathie Ames,  
Limited Practice Officer  
Commercial Settlement Agent  
9657 Levin Road NW  
Silverdale, WA 98383  
(800) 950-4321  
(360) 692-4033  
(360) 692-8669 (facsimile)

---

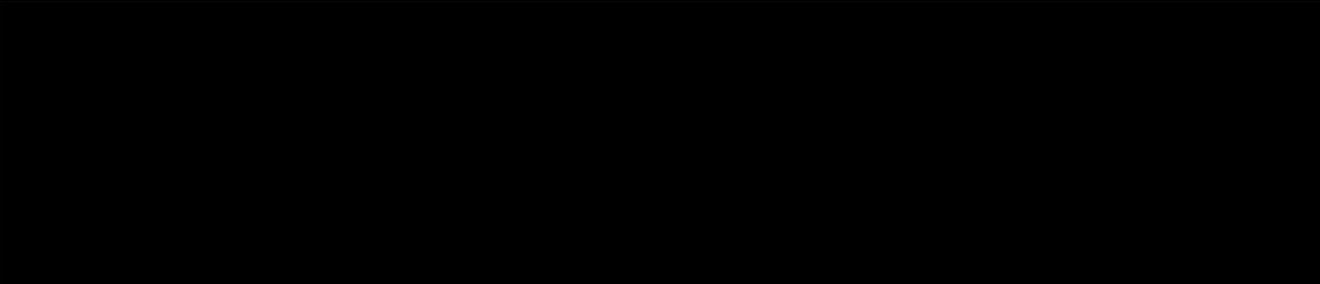
From: Tracey Hamilton-Oril [mailto:thamilto@co.kitsap.wa.us]  
Sent: Monday, May 11, 2009 11:48 AM  
To: Cathie Ames  
Subject: Gun Club Exhibit

Cathie,

Kevin Howell has asked that I forward to you Exhibit A as it relates to the Gun Club Land Exchange.

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

**From:** Kevin Howell  
**To:** Tracey Hamilton-Oril  
**Date:** 5/8/2009 8:57 AM  
**Subject:** Fwd: Final Newberry Hill Exchange Agreement  
**Attachments:** Final Exchange Agreement sent to KC 050609.doc



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

(360) 337-5357  
[mkeough@co.kitsap.wa.us](mailto:mkeough@co.kitsap.wa.us)

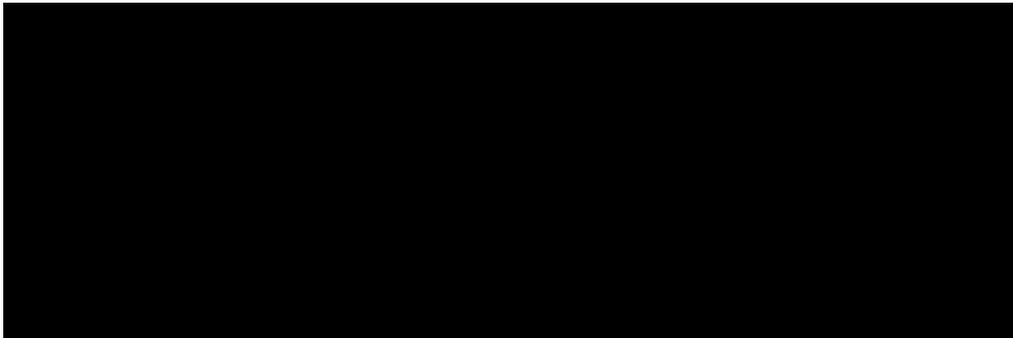
>>> "NEFF, CINDY (DNR)" <[CINDY.NEFF@dnr.wa.gov](mailto:CINDY.NEFF@dnr.wa.gov)> 5/6/2009 1:41 PM >>>  
1:40 pm, Wed, May 6, 2009

Hi Matt,

Here's the final Newberry Hill Exchange Agreement.

Cindy Neff  
Asset Planning & Transactions  
Dept. of Natural Resources  
1111 Washington Ste SE  
PO Box 47014, Olympia, WA 98504  
360-902-1009 (office)  
360-902-1789 (fax)  
[cindy.neff@dnr.wa.gov](mailto:cindy.neff@dnr.wa.gov)

**From:** Shelley Kneip  
**To:** Chip Faver; Matt Keough; Opal Robertson  
**CC:** Kevin Howell; Tracey Hamilton-Oril; Tracy Osbourne  
**Date:** 5/7/2009 11:46 AM  
**Subject:** DNR Documents  
**Attachments:** Resolution re Sale to KCRR 2.doc; Agenda Summary Sale of 72acreparcelcorrected1508.doc



**From:** Shelley Kneip  
**To:** Tracey Hamilton-Oril  
**Date:** 5/5/2009 3:55 PM  
**Subject:** Re: Fwd: Gun Club Appraisal = [REDACTED]  
**Attachments:** Re: Fwd: Gun Club Appraisal = [REDACTED]



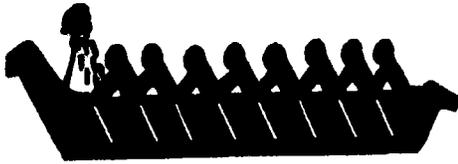
**From:** Shelley Kneip  
**To:** Tracey Hamilton-Oril  
**Date:** 5/5/2009 3:29 PM  
**Subject:** Fwd: Gun Club Appraisal = [REDACTED]  
**Attachments:** Fwd: Gun Club Appraisal = [REDACTED]

[REDACTED]

**From:** Nancy Grennan  
**To:** Charlotte Garrido; Josh Brown; Kevin Howell; Steve Bauer  
**CC:** Chip Faver; Matt Keough  
**Date:** 5/4/2009 6:35 PM  
**Subject:** Fwd: Comments regarding Newberry Land Exchange  
**Attachments:** Fwd: Comments regarding Newberry Land Exchange



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](http://www.kitsapgov.com)  
Email: [nbgrenn@co.kitsap.wa.us](mailto:nbgrenn@co.kitsap.wa.us)



FISHERIES DEPARTMENT

360/598-3311

Fax 360/598-4666

---

**THE SUQUAMISH TRIBE**

P.O. Box 498

Suquamish, Washington 98392

May 1, 2009

**Doug McClelland**  
Department of Natural Resources  
Asset Management and Protection Division  
1111 Washington Street SE  
Olympia, WA 98504-7014

**Re: Newberry Land Exchange No. 86-81861**

Dear Mr. McClelland,

This letter transmits the Suquamish Tribe's comments on the Newberry Land Exchange. The proposed project is within the usual and accustomed fishing areas of the Suquamish Tribe. The Tribe seeks protection of all treaty-reserved natural resources and cultural resources. As a resource co-manager, the Suquamish Tribe is active in participating in the environmental review process for development within its U and A. The Tribe not only has the right to fish but also the right to preserve and maintain the resource. The Tribes primary concerns regarding the proposed land exchange are treaty resources, habitat, and water quality.

Chico Creek

The Chico Watershed consists of approximately sixteen square miles (10,500 acres) and supports five (Chinook, chum, coho, cutthroat and steelhead) salmon species. Nearly 68 miles of streams contribute to the watershed. Major tributaries include Wildcat, Lost, Dickerson and Kitsap Creeks. The Kitsap Refugia Study (May 2000) has designated Chico a "Focal Watershed". The habitat study that was completed by WDFW several years ago also identifies this area as a significant habitat area.

Historically, small lowland streams of the Puget Sound region have been productive salmon bearing waters. Salmon and trout have significant scientific, cultural and economic value to the people of the Pacific Northwest (Kitsap County 2000). Suquamish tribal elders identify Chico Creek as their primary historic source of coho (probably due to the presence of lakes and wetlands in the watershed) and chum salmon. Chico Creek is the most productive salmon stream on the Kitsap Peninsula.

In spite of their importance, many salmon runs are in danger of being lost forever (Nehlsen et al. 1991). This is especially true in the Puget Sound Lowland ecoregion, where rapid population growth and widespread development are putting pressure on

stream ecosystems (May et al. 1997). These pressures include road crossings, utility-line gaps, and other breaks in the stream-riparian corridor, which fragments habitat, allows direct access of surface runoff into streams, and compromises the effectiveness of the natural buffers surrounding streams (Kitsap County 2000; May et al. 1997).

The Suquamish Tribe has spent a significant amount of time and money to maintain and enhance the Chico Creek system. Some of these activities include spawner surveys, habitat and water quality monitoring, mainstem restoration, successful SRFB proposals and Tribe/County partnership in ALEA acquisition.

### Wetlands

The onsite wetlands are part of a large high quality, unique system as well as being headwater wetlands to Chico Creek. WDFW has stated that the large open water component is likely utilized by fish (Jeff Davis, personal communication). Unlike Green and Gold Mountain recreation areas this site may require additional protections. Riparian and headwater wetland areas are critical to the ecological integrity of all upstream and downstream habitat areas and should be protected by extensive buffers and limitations on development. Any activities within the wetland or buffer impact areas that are crucial headwaters to Chico Creek. It is important to be aware of the crucial role that remaining headwaters play in supporting existing systems and recovery efforts. Headwater wetlands provide high levels of water quality and quantity, sediment control, nutrients and woody debris for downstream reaches (*Entering the Watershed: A New Approach to Save Americas River Ecosystems* by Doppelt et al.).

The illegal activities in the past several months are reducing the quality of the wetland habitat and creating uses where they did not previously exist. The Tribe is concerned that cumulative impacts could be significant. Cumulative effects are "those effects on the environment that result from the incremental effect of the action when added to past, present and reasonably foreseeable future actions regardless of what agency (federal or nonfederal) or person undertakes such other actions. Cumulative effects can result from individually minor but collectively significant actions taking place over a period of time" (FEMAT, 1993). The article in the Kitsap Sun was erroneous in the statement that trails were being "reclaimed". Prior to recent activities uses were primarily limited to the DNR wetland perimeter road and any other existing trails were primarily game trails. Now trails have been constructed through sensitive areas without proper assessment and/or mitigation. Illegal structures, culverts, etc. need to be removed.

### Wildlife

Upland species such as black bears, cougar and bobcat (unlike raccoons, coyotes and deer) do not acclimate well to humans in close proximity (all of these species are present and have been observed on the subject property). These animals usually require large home ranges and need bigger tracts of land to survive. Without large parcels of land available to them they will disappear from Kitsap County. The Tribe urges Kitsap County to designate species of local concern so that adequate protections can be provided.

The property in question is riddled with wetlands which are particularly important to amphibians and birds. Amphibians have very small home ranges so the filling of just one small wetland finger can be detrimental to a population. Birds utilizing the Pacific Flyway use the site as a resting area. The Pacific Flyway is a major north-south route for migratory birds <[http://en.wikipedia.org/wiki/Migratory\\_birds](http://en.wikipedia.org/wiki/Migratory_birds)> that extends from Alaska <<http://en.wikipedia.org/wiki/Alaska>> to Patagonia <<http://en.wikipedia.org/wiki/Patagonia>>. Each year, migratory birds travel some or all of this distance both in spring and in fall to find food sources, breeding grounds, or overwintering sites.

**The Tribe strongly requests that DNR require the following conditions:**

- Note on the title/deed stating that all wetlands, streams and associated buffers will be provided protection in perpetuity (i.e. no development within critical areas or buffers).
- Removal of all illegal structures (including but not limited to boardwalks, culverts and pavers).
- Prohibit road/trail development beyond the existing DNR perimeter road without adequate environmental assessment.
- Complete an Environmental Impact Statement prior to additional land sale (proposed 60 acres) to Kitsap Revolver and Rifle Club or any changes to existing uses to evaluate existing and future impacts (including but not limited to environmental and cultural).

Sincerely,



Alison O'Sullivan  
Biologist, Environmental Program

Cc: Brad Pruitt, DNR Project Manager  
Kitsap County Commissioners  
Matt Keough, Kitsap County Parks

**From:** Matt Keough  
**To:** Grennan, Nancy  
**Date:** 5/4/2009 6:18 PM  
**Subject:** Fwd: Comments regarding Newberry Land Exchange  
**Attachments:** NewberryLand.pdf

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

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

>>> "Alison Osullivan" <[aosullivan@suquamish.nsn.us](mailto:aosullivan@suquamish.nsn.us)> 5/1/2009 5:21 PM >>>  
Attached are the Suquamish comments regarding the proposed land exchange.

Alison

Alison O'Sullivan

Biologist, Suquamish Tribe

P.O. Box 498

Suquamish, WA 98392

phone: 360-394-8447

fax: 360-598-4666

**From:** Jacquelyn Aufderheide  
**To:** Robertson, Opal  
**Date:** 4/28/2009 2:05:17 PM  
**Subject:** Fwd: DNR Exchange

Dear Opal:

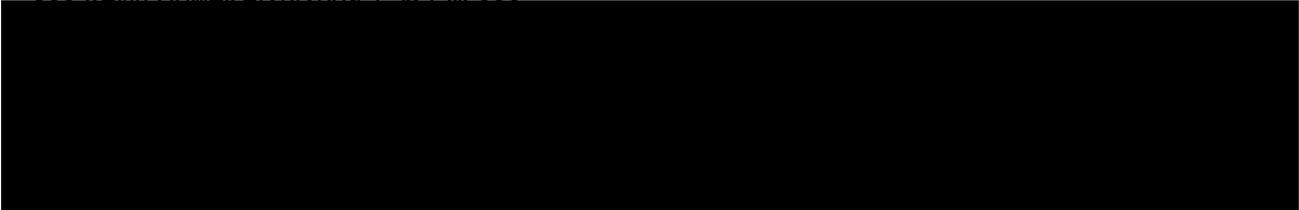
See Kevin's email.

Sincerely,

Jacquelyn M. Aufderheide  
Chief Deputy Prosecutor, Civil Division  
Kitsap County Prosecuting Attorney  
614 Division Street, MS 35-A  
Port Orchard, WA 98366  
phone: (360) 337-4973  
fax (360) 337-7083  
email: [jaufderh@co.kitsap.wa.us](mailto:jaufderh@co.kitsap.wa.us)

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>>> Kevin Howell 4/28/2009 1:54 PM >>>



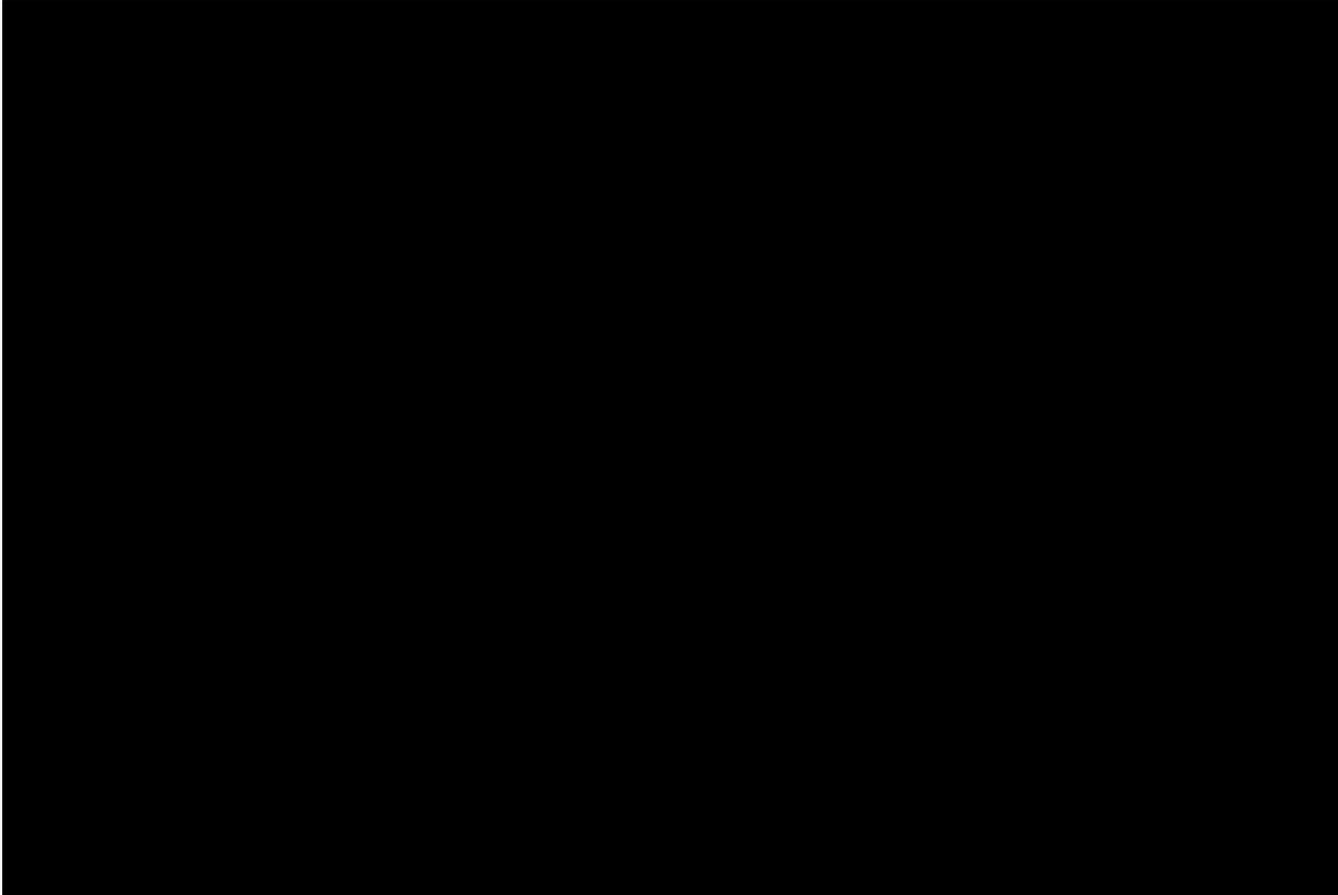
Kevin M. Howell  
Deputy Prosecuting Attorney for Kitsap County  
Civil Division  
614 Division Street, MS-35A  
Port Orchard, WA 98366  
Email: [kmhowell@co.kitsap.wa.us](mailto:kmhowell@co.kitsap.wa.us)  
Phone: (360) 337-7268  
Fax: (360) 337-7083

**From:** Kevin Howell  
**To:** Matt Keough  
**CC:** Carolyn Siems; Chip Faver; Jacquelyn Aufderheide; Shelley Kneip; Tra...  
**Date:** 4/28/2009 1:54 PM  
**Subject:** DNR Exchange



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

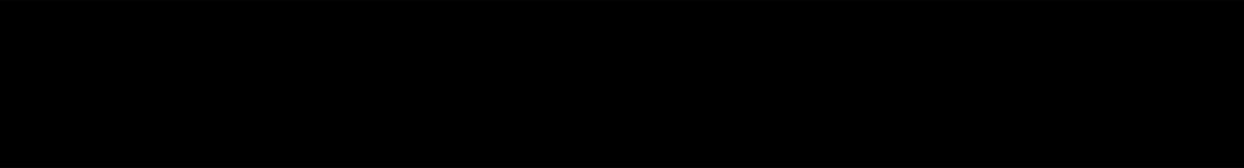
**From:** Matt Keough  
**To:** Brown, Josh; Howell, Kevin; Kneip, Shelley  
**CC:** Daniels, Dana; Faver, Chip  
**Date:** 4/28/2009 9:29 AM  
**Subject:** Land Exchange - Coordination today and Expected at Work Study Tomorrow AM



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

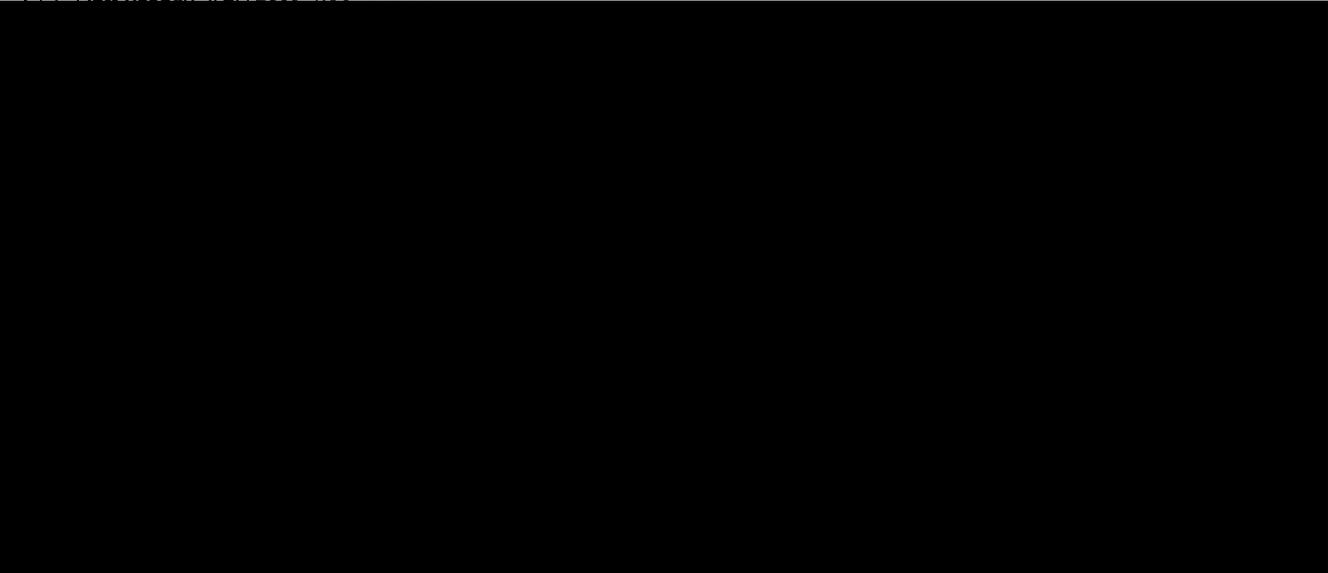
(360) 337-5357  
mkeough@co.kitsap.wa.us

**From:** Kevin Howell  
**To:** Josh Brown  
**CC:** Nancy Grennan; Shelley Kneip; Tracey Hamilton-Oril  
**Date:** 4/28/2009 9:17 AM  
**Subject:** Fwd: The Land Exchange agreement is scheduled for work study next Wednesday and for the public meeting on May 11th.



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

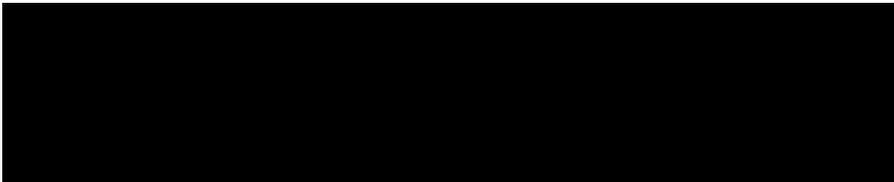
>>> Matt Keough 4/27/2009 4:51 PM >>>



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

(360) 337-5357  
[mkeough@co.kitsap.wa.us](mailto:mkeough@co.kitsap.wa.us)

**From:** Shelley Kneip  
**To:** Josh Brown; Kevin Howell  
**CC:** Nancy Grennan; Tracey Hamilton-Oril  
**Date:** 4/22/2009 12:27 PM  
**Subject:** RCO & Gun Range Materials  
**Attachments:** DNR Exchange exec summary.doc; RCO Firearm Prog.pdf; RCO Bd members.pdf

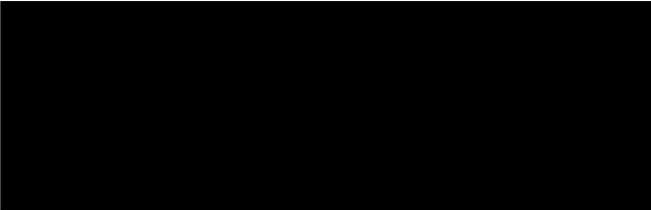


Shelley E. Kneip, Senior Deputy  
Kitsap County Prosecuting Attorney's Office  
614 Division St. MS 35A  
Port Orchard, WA 98366  
Office: (360) 337-4992  
Fax: (360) 337-7083

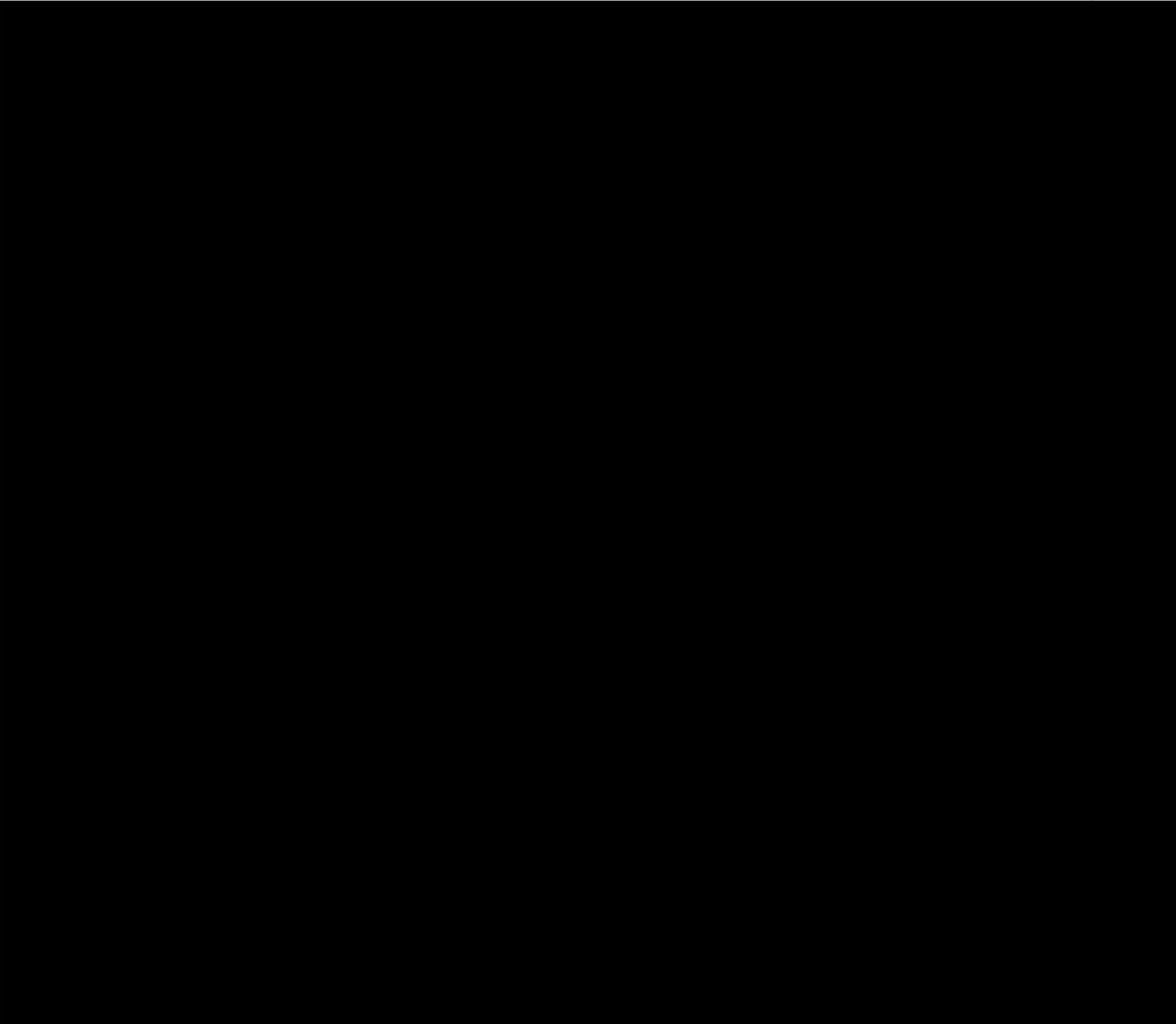
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**From:** Kevin Howell  
**To:** Jacquelyn Aufderheide; Shelley Kneip  
**CC:** Tracey Hamilton-Oril  
**Date:** 4/21/2009 12:00 PM  
**Subject:** Re: DNR Land Swap



>>> Shelley Kneip 4/21/2009 11:56 AM >>>



**From:** Shelley Kneip  
**To:** Jacquelyn Aufderheide; Kevin Howell  
**CC:** Tracey Hamilton-Oril  
**Date:** 4/21/2009 11:57 AM  
**Subject:** DNR Land Swap



**Tracey Hamilton-Oril - DNR Land Exchange**

---

**From:** Shelley Kneip  
**To:** Chip Faver; Jacquelyn Aufderheide; Kevin Howell; Matt Keough; Nancy Grennan  
**Date:** 4/21/2009 10:01 AM  
**Subject:** DNR Land Exchange  
**CC:** Tracey Hamilton-Oril; Tracy Osbourne  
**Attachments:** DNR Exchange exec summary.doc

---

Shelley E. Kneip, Senior Deputy  
Kitsap County Prosecuting Attorney's Office  
614 Division St. MS 35A  
Port Orchard, WA 98366  
Office: (360) 337-4992  
Fax: (360) 337-7083

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09-22-1277



## **Executive Summary**

---

**Issue Description:** *Proposed Land Exchange Between Kitsap County & State Department of Natural Resources.*

**Meeting Date:** *April 22, 2008 (Executive Session per RCW 42.30.110(1)(b), (c), and/or (l) [Sale or purchase of real estate; potential litigation]).*

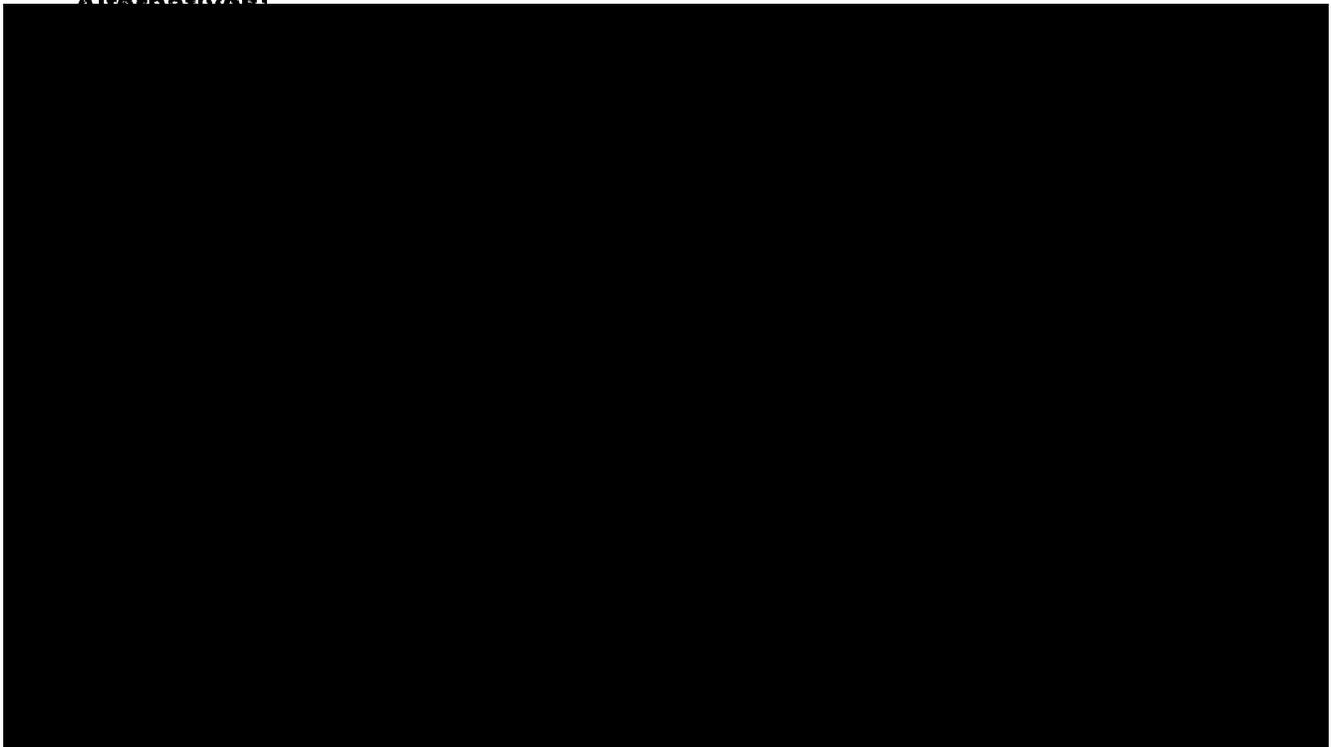
**Attendees:** Kevin Howell, Chip Faver, Matt Keough

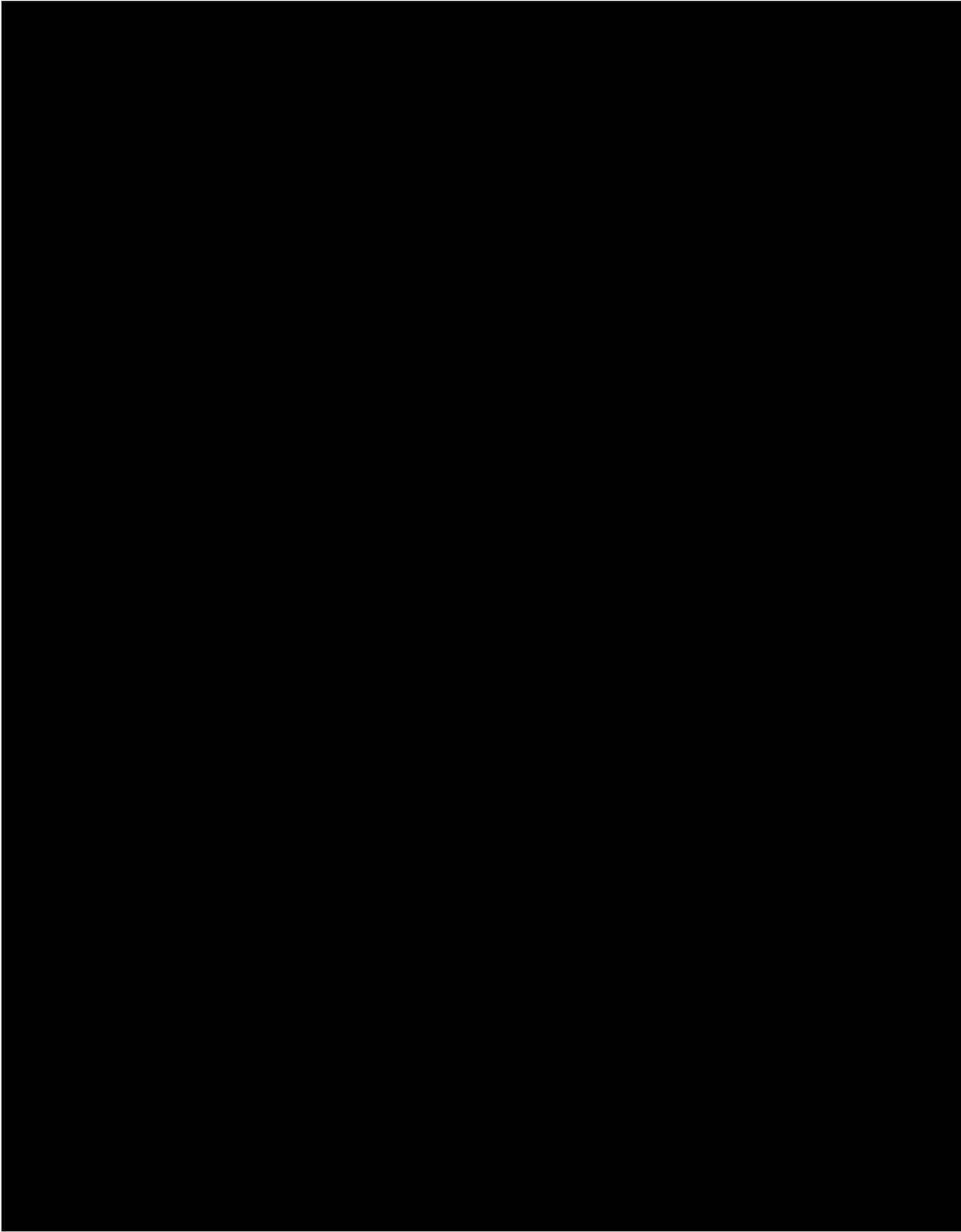
**Action Requested At This Meeting:**

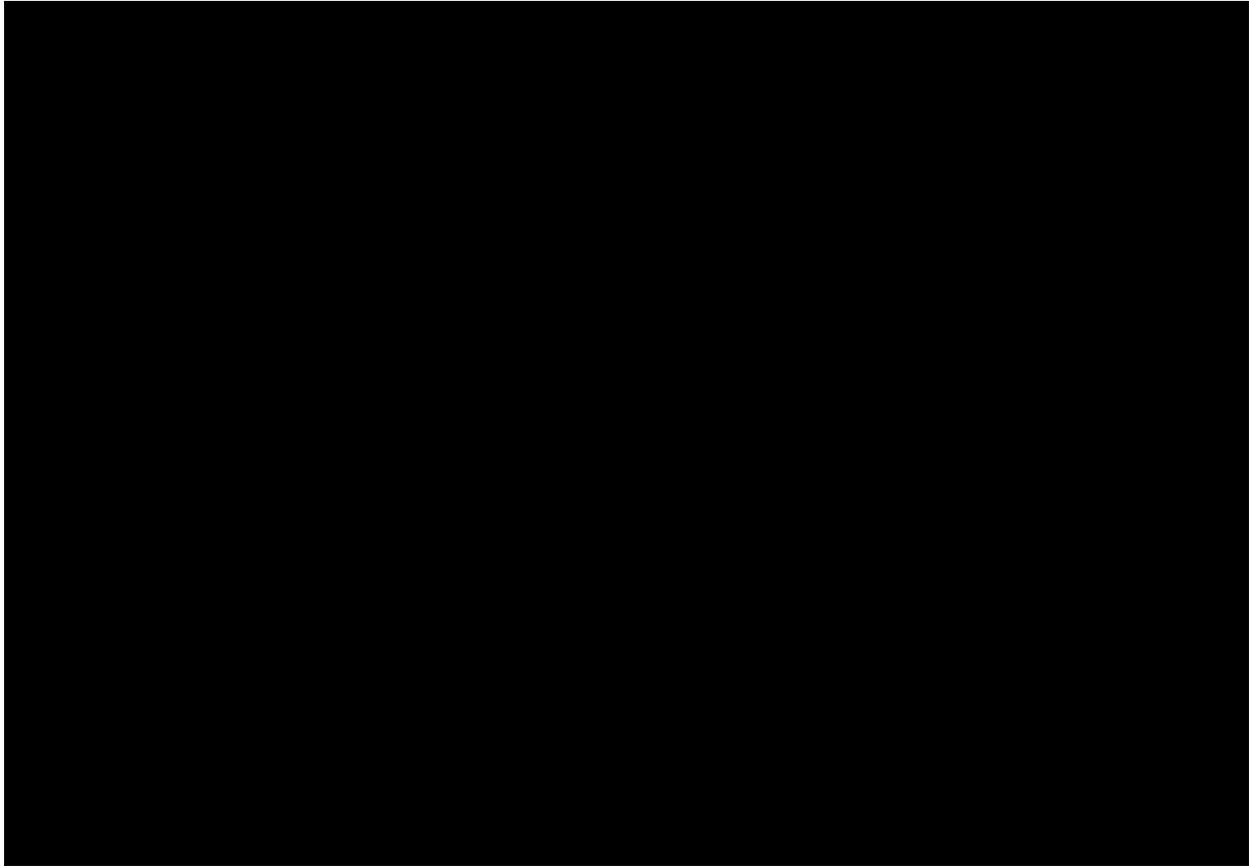
**Recommendation:**

**Justification:**

**Alternatives:**







**From:** Kevin Howell  
**To:** Tracey Hamilton-Oril  
**Date:** 4/21/2009 9:25 AM  
**Subject:** Fwd: Aerial Imagery around Gun Range

Maybe this can be used to title the CD envelope??

>>> Paul Andrews 4/20/2009 3:08 PM >>>

I found imagery around Camp Wesley Harris that dates back to 1944.

The following is a list of images I am providing to you on CD.

1944 Black and White

1963 Black and White (with red pen, handwritten overlay, believed to be a soil survey)

1972 Black and White

1978 Black and White

1982 dot matrix (very poor quality)

1992 Black and White

1998 Color

2001 Color (Space Imaging, 1 meter resolution)

2005 Color (DNR image)

2006 Color NAIP

I also have 1994 DNR and 2007 WADOT images of the area that are too large to put on a CD, if you need those I can spend a little time to size them down.

-Paul

### **Paul Andrews**

*GIS Analyst*

Kitsap County IS/GIS

614 Division Street MS-21

Port Orchard, WA 98366

360.337.4427 | 360.337.4555 fax

[pandrews@co.kitsap.wa.us](mailto:pandrews@co.kitsap.wa.us)

<http://www.kitsapgov.com> ( <http://www.kitsapgov.com/> )

**Kevin Howell - POSSIBLE SPAM! SCORE = 5.6 Fw: KRRC LAND SALE**

---

**From:** "Glenn Maiers" <gmaiers@silverlink.net>  
**To:** <kmhowell@co.kitsap.wa.us>  
**Date:** 4/20/2009 4:19 PM  
**Subject:** POSSIBLE SPAM! SCORE = 5.6 Fw: KRRC LAND SALE

---

Mr. Howell,

Second attempt as I missed your middle initial on the first try.

Glenn Maiers

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

**From:** Glenn Maiers

**To:** khowell@co.kitsap.wa.us

**Cc:** Russell Hauge

**Sent:** Sunday, April 19, 2009 9:03 PM

**Subject:** KRRC LAND SALE

Mr. Howell,

I attended the Kitsap Parks meeting on April 15th where your name was mentioned as the county's representative for negotiating the lease or sale of land to the Kitsap Rifle & Revolver Club (KRRC). At this meeting, Parks Department head Chip Faver advocated for the county selling the property outright to KRRC. When I pointed out to him that the current rent KRRC pays the state should be higher since a private corporation --National Firearms Institute (NFI)--conducts operations at KRRC's leased site, Mr. Faver was oblivious. He stated that his major concern was that the county would be liable for any lead abatement issues if they took control of the land and that quick deeding the property to KRRC simultaneously at the time of the land swap (hopefully in June) would negate this issue and be a better alternative for the county.

Mr. Faver seemed unfazed when I pointed out that KRRC's negotiator, Marc Carter, is also the owner of NFI (<http://www.gunschool.com/>). NFI proudly states its' home is at KRRC where NFI conducts business. Also, for its' role in arranging access to KRRC's ranges, NFI has received significant funds since 2003 from firms contracted by the U.S. Navy who teach Anti Terrorism/Force Protection (AT/FP). A cheap rent from the state, paid for by KRRC's members equals a pretty sweet deal for NFI. And now it would appear that the county wants to either continue NFI's rent subsidy or sell the land to KRRC/NFI at a club, not corporate, rate.

Had the state continued ownership of this land, their lease manager, Mr. Pat Hennessey, indicated to me that he would have had his lawyers look into this situation. But since the state is going through with this land swap, that won't happen. How does Kitsap County intend to proceed?

I look forward to your response.

Yours truly,  
 Glenn Maiers

**From:** Paul Andrews  
**To:** Kevin Howell; Tracey Hamilton-Oril  
**Date:** 4/20/2009 3:08 PM  
**Subject:** Aerial Imagery around Gun Range

I found imagery around Camp Wesley Harris that dates back to 1944.

The following is a list of images I am providing to you on CD.

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1992 Black and White  
1998 Color  
2001 Color (Space Imaging, 1 meter resolution)  
2005 Color (DNR image)  
2006 Color NAIP

I also have 1994 DNR and 2007 WADOT images of the area that are too large to put on a CD, if you need those I can spend a little time to size them down.

-Paul

**Paul Andrews**  
*GIS Analyst*  
Kitsap County IS/GIS  
614 Division Street MS-21  
Port Orchard, WA 98366  
360.337.4427 | 360.337.4555 fax  
[pandrews@co.kitsap.wa.us](mailto:pandrews@co.kitsap.wa.us)  
<http://www.kitsapgov.com> ( <http://www.kitsapgov.com/> )

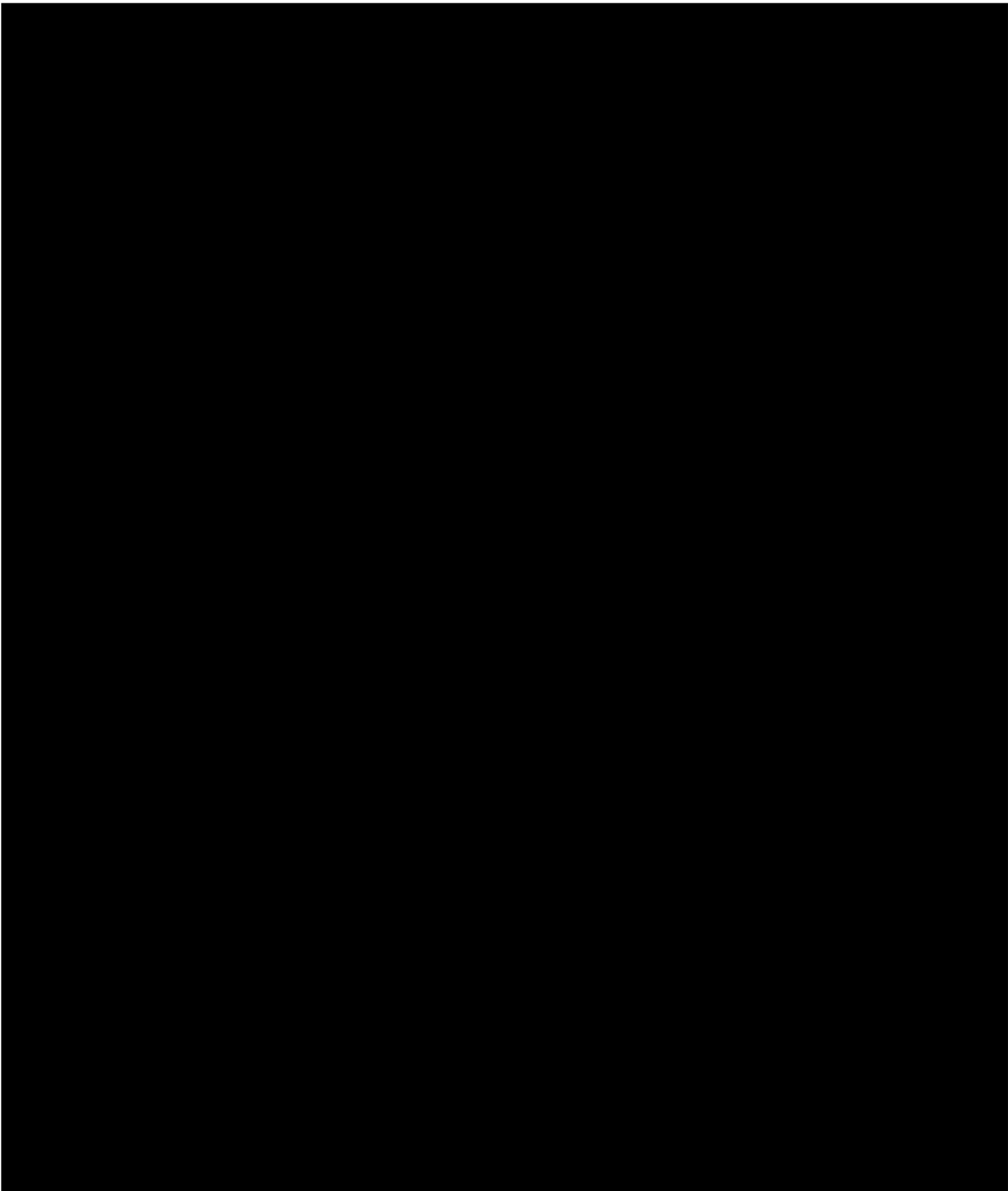
**Lisa Nickel - Re: Markwick Development - Bidding research Confidential Attorney Client Privileged**

---

**From:** Dave Tucker  
**To:** Lisa Nickel; Theresa Thurlow  
**Date:** 4/14/2009 12:38 PM  
**Subject:** Re: Markwick Development - Bidding research Confidential Attorney Client Privileged

---

>>> On 4/13/2009 at 11:30 AM, Lisa Nickel wrote:



---

Lisa J. Nickel

Deputy Prosecuting Attorney  
Kitsap County Prosecuting Attorney's Office, Civil Division  
614 Division St. MS 35A  
Port Orchard, WA 98366  
Office: (360) 337-4992  
Fax: (360) 337-7083  
[lnickel@co.kitsap.wa.us](mailto:lnickel@co.kitsap.wa.us)

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**Kevin Howell - Meeting on 4-10-09 - KRRC/Kitsap County Dept. of Parks & Recreation (Marcus Carter, B. Regina Taylor, Chip Faver, Matt Keough)**

---

**From:** "B. REGINA TAYLOR" <bregina.taylor@comcast.net>  
**To:** <cfaver@co.kitsap.wa.us>, <mkeough@co.kitsap.wa.us>  
**Date:** 4/10/2009 4:35 PM  
**Subject:** Meeting on 4-10-09 - KRRC/Kitsap County Dept. of Parks & Recreation (Marcus Carter, B. Regina Taylor, Chip Faver, Matt Keough)  
**CC:** <kmhowell@co.kitsap.wa.us>, "Bruce Danielson" <brucedan@msn.com>, <carlton\_nau@q.com>, "Marcus Carter" <marcus@gunschool.com>, "Scott P. Holmen" <SHolmen@orminc.com>, <steve.taylor10@comcast.net>  
**Attachments:** 1 AGREEMENT RE SPECIAL USE LEASE -lease amend only - 4-10-09.doc; 2 AGREEMENT RE SPECIAL USE LEASE with option to negotiate in good faith 4-10-09.doc; 3 AGREEMENT RE SPECIAL USE LEASE with option to purchase terms 4-10-09.doc

---

Chip Faver & Matt Keough:

This is email is to follow-up on meeting today. We were very encouraged by the direction that you informed us are the County's goals regarding the KRRC Lease and the Land Exchange.

It is my understanding that the following points were made:

1. Kitsap County would like to "partner" with KRRC to provide a Regional Shooting Facility. Kitsap County agrees with KRRC that working together would be a win-win.
2. There were a number of administrative issues and some erroneous assumptions made about communications that resulted in a shorter timeframe for the process and KRRC finding out about the process at a late juncture.
3. Given the current time table necessary to complete the land exchange and the need to eliminate the potential liability to Kitsap County of owning land with a gun range on it, Kitsap County would like to structure the land exchange to provide a closing in which KRRC will purchase the property outright with the fee to transfer to KRRC immediately after Kitsap County receives the land from DNR.
4. Our goal will be to try to structure the purchase and sale around the 130 acres (including the 72 acres currently under lease) that is requested by KRRC with purchase based on the appraisal for the land purchase exchange, subject to some adjustments and conditions to be negotiated in further detail in the near future. We noted that a North/South orientation for the ranges and 130 acres would create a safer recreational operation.
5. There is a possibility that the purchase will have to be completed in two phases, with 72 acres occurring as part of the land exchange closing and with the remaining approximately 60 acres being completed at a later point.
6. Procedurally, it is believed by the County that under current law, the 72-acre portion under lease will not need to be publicly auction, but that the 60 acres may require a public auction process. Also, both processes will require a public hearing.
7. As for financing, if possible, Kitsap County would prefer to have all of the money at closing but may take a Deed of Trust to help with the transaction. We would look into the possibility of "in kind" payments (i.e. value of services to the Sheriff's Office put toward the amount owed). KRRC is confident that if the Purchase Agreement is signed as soon as possible, we will have no problem getting the funds together in a timely fashion.
8. The preliminary appraisal price is \$4,000 an acre, but that amount is not confirmed until completion of

the appraisal review which should occur shortly. We discuss that further negotiation of this price will occur based on some conditions regarding development rights that would occur. KRRC mention that it was vital that we have the ability to develop the land according to our long-range plan, including a 600-yard rifle range.

9. We discussed how wonderful it would be when (not if) Seattle were to sponsor an Olympics; with this development, KRRC will be in a position to provide a recognized sport venue for the shooting events (which typically medal first).
10. Development of KRRC as an important resource for Kitsap County's community by selling the land and cooperating with the development within the overall plan for this area will have be beneficial because (a) instead of spending County dollars to develop the facility, KRRC will actually put money into County coffers which would enable Kitsap County to purchase more of the land to make the Newberry Hill Heritage Park a reality; (b) KRRC will minimize the risk to the County for the gun range by taking responsibility for the activities on its own land; (c) KRRC and the County will work together toward responsible stewardship of the land being purchased.
11. The "official" public input for the land exchange is being taken by the DNR and ends on April 13, 2009.
12. There will be a meeting on April 15, 2009 for the Parks & Recreation. The Newberry Hill Heritage Park is on the agenda with other important issues. It would be helpful to know that written testimony will be taken up to two weeks after the hearing so that speakers on behalf of the gun club can keep their oral testimony short and to the point. Also, as to the purchase itself, there will be an "official" public hearing on the purchase(s).
13. Kevin Howell, Civil Division of the Prosecuting Attorney, will be handling the sale documents. To assist in expediting the process, KRRC will forward the versions of the Agreement between Kitsap County and KRRC to Kevin Howell, Chip Faver & Matt Keough. (See attachments.)

If I have misunderstood the points made or if there are any additional points you would like to add to the foregoing, please do not hesitate to contact me. I will be following up with Kevin Howell directly to get the Purchase Agreement completed and to iron out more of the details. The parties noted above will be included in all communications as this process goes forward.

Regina Taylor

**B. Regina Taylor**

9353 Central Valley Rd. NW, Suite 2  
 Bremerton, WA 98311  
 Ph. 360-698-5522 Fax 360-698-2584

**NOTICE: THIS MESSAGE IS INTENDED FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHOM/WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW.**

If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, YOU ARE HEREBY NOTIFIED that any dissemination, distribution or copying of this communication is strictly prohibited.

If you have received this communication in error, please notify us immediately by e-mail and delete the communication from your computer. Thank you.

**AGREEMENT RE SPECIAL USE LEASE**  
**(Lease Amendment Only)**

**THIS AGREEMENT** is executed this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between **KITSAP COUNTY** (hereinafter "County"), and **KITSAP RIFLE AND REVOLVER CLUB**, a historic and not-for profit corporation (hereinafter "KRRC");

**WHEREAS**, the State of Washington, Department of Natural Resources (hereinafter "State"), is the "owner" of certain real property located at 4900 Seabeck Highway N.W., Bremerton, Washington;

**WHEREAS**, State and County are in the process of completing a Land Exchange for certain real property which includes the area currently leased to the KRRC which will result in the County owning the land;

**WHEREAS**, the KRRC has expressed its desire to continue the current lease with the understanding that certain provisions of the lease would be extended to a 15-year lease with a possible option to purchase when the property and the lease is transferred to the County;

**WHEREAS**, the County has agreed that upon receipt of the land upon completion of the Land Exchange that it will agree to the changes requested in the lease, set forth herein.

**NOW, THEREFORE**, the parties agree as follows:

1. **Amendment to the Lease.** The parties agree that the Special Use Lease shall be amended to reflect the following:

- a. **Removal of the “Early Termination Clause.”** Section 4.03 of the lease which provides for the termination of the lease in 60-days for a “higher and better use” shall be deleted.
  - b. **Extension of Lease to a 15-year Lease Ending in 2024.** The lease termination date shall be extended to December 31, 2024.
  - c. **Lease Payment Amounts.** The lease payments due for the 72 acres shall be paid in annual payments as set forth in the current lease based on previous lease price of \$7200 per annum and shall be applied to the purchase price.
  - d. **Legal Description of Leased Area.** The legal description of the leased area is hereby attached hereto as Exhibit “A”, as set forth on the map attached hereto as Exhibit “B”.
  - e. **All other terms.** All other terms of the existing lease shall be continued until purchase of the land with current heavy land use area grandfathered.
3. **Warrant of Capacity to Execute Settlement Agreement.** The parties

represent and warrant that that they have the full right and authority to execute this Agreement as set forth herein.

4. **No Reliance on Statements.** Except as otherwise provided herein, the parties acknowledge that this Agreement is made solely for the consideration specified herein, without reliance on any statement or representation of either party, their agents or representatives.

5. **Agreement to Cooperate.** The parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

6. **Binding Agreement.** The terms of this Agreement are contractual and not a mere recital. This release shall bind the heirs, personal representatives, successors and assigns of the parties.

7. Attorney's Fees. In the event of any legal action to enforce the provisions of this Release, the prevailing party therein shall recover costs and reasonable attorney's fees.

IN WITNESS WHEREOF, the parties hereto have executed this document on the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF WASHINGTON        )  
                                          :  
COUNTY OF KITSAP         )

On this day personally appeared before me \_\_\_\_\_ to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he or she was authorized to and signed the same as the free and voluntary act and deed of said organization for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public in and for the State of Washington,  
Residing at \_\_\_\_\_

My commission expires: \_\_\_\_\_

STATE OF WASHINGTON        )  
                                          :  
COUNTY OF KITSAP         )

On this day personally appeared before me \_\_\_\_\_, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he or she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public in and for the State of Washington,  
Residing at \_\_\_\_\_

My commission expires: \_\_\_\_\_

**AGREEMENT RE SPECIAL USE LEASE**  
**(Lease Amendment with Agreement to Negotiate Option to Purchase)**

THIS AGREEMENT is executed this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between **KITSAP COUNTY** (hereinafter "County"), and **KITSAP RIFLE AND REVOLVER CLUB**, a historic and not-for profit corporation (hereinafter "KRRC");

WHEREAS, **STATE OF WASHINGTON**, Department of Natural Resources (hereinafter "State"), is the owner of certain real property located at 4900 Seabeck Highway NW, Bremerton, Washington;

WHEREAS, State and County are in the process of completing a Land Exchange for certain real property which includes the area currently leased to the KRRC which will result in the County owning the land;

WHEREAS, the KRRC has expressed its desire to continue the current lease with the understanding that certain provisions of the lease would be extended to a 15-year lease with option to purchase when the property and the lease is transferred to the County;

WHEREAS, the County has agreed that upon receipt of the land upon completion of the Land Exchange that it will agree to the changes requested in the lease, set forth in Part 1 below (Amendment to the Lease);

WHEREAS, the County has agreed to enter into good-faith negotiations to further amend the lease by providing for an Option to Purchase 130 acres, including the leased premises;

WHEREAS, if the Land Exchange is not completed, the State is willing to Amend the Lease pursuant to Part 1 (Amendment to the Lease);

NOW, THEREFORE, the parties agree as follows:

1. **Amendment to the Lease.** The parties agree that when the Land Exchange is complete, the Special Use Lease shall be amended to reflect the following:
  - a. **Removal of the "Early Termination Clause."** Section 4.03 of the lease which provides for the termination of the lease in 60-days for a "higher and better use" shall be deleted.
  - b. **Extension of Lease to a 15-year Lease Ending in 2024.** The lease termination date shall be extended to December 31<sup>st</sup>, 2024.
  - c. **New Lease to be Signed by May 31st, 2009.** A new lease with the amended terms shall be signed no later than May 31st, 2009 by the County. The new lease shall be effective upon signing. The new lease shall continue in full force and effect with no change in conditions or terms unless otherwise agreed by the parties in writing, or as contemplated by this Agreement with the addition of the Option to Purchase.
  - d. **Lease Payment Amounts.** The lease payments due for the current 72 acres shall be paid in annual payments as set forth in the current lease at \$7200 per annum with all lease payments to be applied to the purchase price.
  - e. **Legal Description of Leased Area.** The legal description of the leased area is hereby attached hereto as Exhibit "A", as set forth on the map attached hereto as Exhibit "B".
  - f. **All other terms.** All other terms of the existing lease shall be continued until purchase of the land.
  
2. **Option to Purchase.** In addition to the foregoing agreement to amend the lease, the parties agree that upon transfer of the land to the County, as part of the terms of the land exchange, an option to purchase (between Kitsap County and KRRC) shall be negotiated in good faith.
  
3. **Other Terms and Conditions:**

- a. **Safe Operation of Premises.** KRRC agrees to operate the range in a safe and prudent manner.
- b. **Classes for the Public.** KRRC agrees to provide gun safety training, hunter education classes and other classes to the public.
- c. **Acknowledgement re Shooting Sports.** Kitsap County and its Department of Parks and Recreation hereby acknowledge that shooting sports are a recognized recreational activity. Kitsap County agrees that it will list on its website web-links to all 'open to the public' ranges in the county on parks website and other recreational information publications generated by Kitsap County. (KRRC, Poulsbo Sportsman's Club, Bremerton Trap & Skeet, Bainbridge Is. Sportsman's Club)
- d. **Buffer Area.** Recreation and other uses not compatible with target shooting will not be permitted within the 130-acre lease area. It may be necessary for the county to provide an even larger buffer area adjacent to the lease area to protect public safety.
- e. **Inclusion in Heritage Park Planning.** The long-range Newberry Heritage Parks plan will include KRRC and the shooting range as a recognized, (mapped) element requiring special consideration from other recreational uses.
- f. **Priority of Existing Use.** Due to the long-standing use of the area as a shooting range managed by KRRC, all other recreational uses and county-

supported recreational improvements and development will be subordinate to use of the existing lease area as a shooting range managed by KRRC.

g. **Long-term Commitment to Support Shooting Sports.** Kitsap County Parks and Recreation recognizes that the signing of the 15-year lease with KRRC evidences a long-term commitment by the county to support its citizens in the shooting sports as a recreational activity within the Newberry Hill Heritage Park/Central Kitsap Greenway area. The County will begin any Land Use planning activity associated with those properties with the assumption that the target shooting range is the PREFERRED LONG-TERM USE OF ALL LANDS WITHIN THE EXISTING LEASE AREA.

h. **Support for Land Exchange.** Based on the foregoing agreed terms, KRRC whole-heartedly supports the DNR land exchange.

3. **Warrant of Capacity to Execute Settlement Agreement.** The parties represent and warrant that that they have the full right and authority to execute this Agreement as set forth herein.

4. **No Reliance on Statements.** Except as otherwise provided herein, the parties acknowledge that this Agreement is made solely for the consideration specified herein, without reliance on any statement or representation of either party, their agents or representatives.

5. **Agreement to Cooperate.** The parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

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7. **Attorney's Fees.** In the event of any legal action to enforce the provisions of this Release, the prevailing party therein shall recover costs and reasonable attorney's fees.

IN WITNESS WHEREOF, the parties hereto have executed this document on the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF WASHINGTON        )  
                                          :  
COUNTY OF KITSAP         )

On this day personally appeared before me \_\_\_\_\_ to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he or she was authorized to and signed the same as the free and voluntary act and deed of said organization for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public in and for the State of Washington,  
Residing at \_\_\_\_\_

My commission expires: \_\_\_\_\_

STATE OF WASHINGTON        )  
                                          :  
COUNTY OF KITSAP         )

On this day personally appeared before me \_\_\_\_\_, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he or she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public in and for the State of Washington,  
Residing at \_\_\_\_\_

My commission expires: \_\_\_\_\_

**AGREEMENT RE SPECIAL USE LEASE**  
**(Lease Amendment with Agreement to Negotiate Option to Purchase)**

**THIS AGREEMENT** is executed this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between **KITSAP COUNTY** (hereinafter "County"), and **KITSAP RIFLE AND REVOLVER CLUB**, a not-for profit corporation (hereinafter "KRRC");

**WHEREAS, STATE OF WASHINGTON**, Department of Natural Resources (hereinafter "State"), is the owner of certain real property located at 4900 Seabeck Highway N.W., Bremerton, Washington;

**WHEREAS**, State and County are in the process of completing a Land Exchange for certain real property which includes the area currently leased to the KRRC which will result in the County owning the land;

**WHEREAS**, the KRRC has expressed its desire to continue the current lease with the understanding that certain provisions of the lease would be extended to a 15-year lease with option to purchase when the property and the lease is transferred to the County;

**WHEREAS**, the County has agreed that upon receipt of the land upon completion of the Land Exchange that it will agree to the changes requested in the lease, set forth in Part 1 below (Amendment to the Lease);

**WHEREAS**, the County has agreed to enter into good-faith negotiations to further amend the lease by providing for an Option to Purchase 130 acres, included the leased premises;

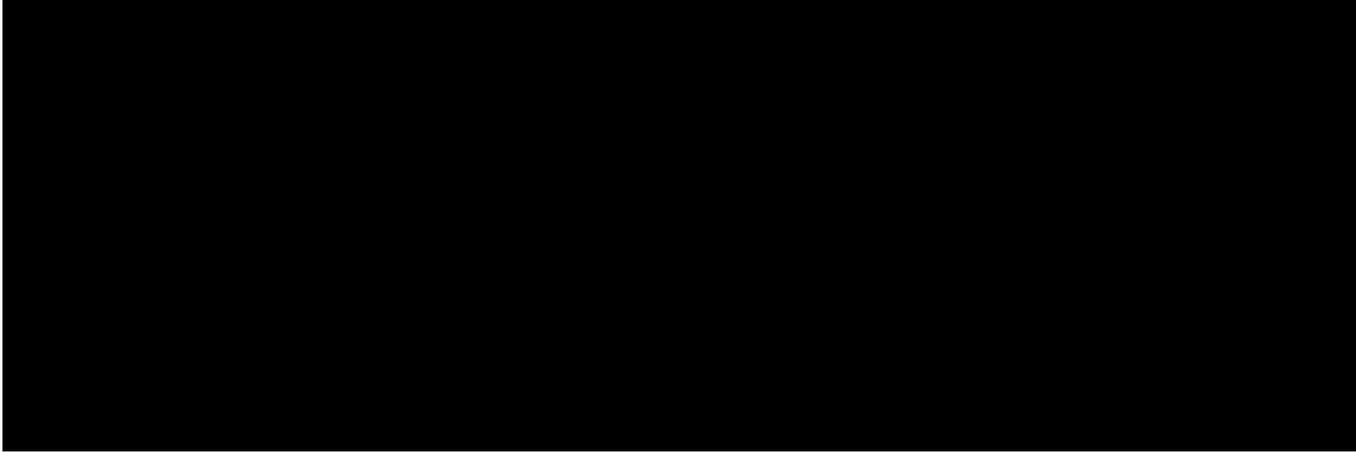
**WHEREAS**, if the Land Exchange is not completed, the State is willing to Amend the Lease pursuant to Part 1 (Amendment to the Lease);

NOW, THEREFORE, the parties agree as follows:

1. **Amendment to the Lease.** The parties agree that when the Land Exchange is complete, the Special Use Lease shall be amended to reflect the following:
  - a. **Removal of the "Early Termination Clause."** Section 4.03 of the lease which provides for the termination of the lease in 60-days for a "higher and better use" shall be deleted.
  - b. **Extension of Lease to a 15-year Lease Ending in 2024.** The lease termination date shall be extended through December 31, 2024.
  - c. **New Lease to be Signed by May 31st, 2009.** A new lease with the amended terms shall be signed no later than May 31<sup>st</sup>, 2009 by the County. The new lease shall be effective upon signing. The new lease shall continue in full force and effect with no change in conditions or terms unless otherwise agreed by the parties in writing, or as contemplated by this Agreement with the addition of the Option to Purchase.
  - d. **Lease Payment Amounts.** The lease payments due for the current 72 acres shall be paid annually as set forth in the current lease based on the current lease rate of \$7200 per annum. All lease payments shall be applied to the purchase price of the property.
  - e. **Legal Description of Leased Area.** The legal description of the leased area is hereby attached hereto as Exhibit "A", as set forth on the map attached hereto as Exhibit "B".
  - f. **All other terms.** All other terms of the existing lease shall be continued until purchase of the land with the current heavy use area grandfathered.
2. **Option to Purchase.** In addition to the foregoing agreement to amend the lease, the parties agree that upon transfer of the land to the County, as part of the terms of the land exchange, an option to purchase (between Kitsap County and KRRC) shall be signed which will be negotiated in good faith and include the following terms and conditions:

- a. **Purchase Option.** Kitsap County agrees to sign an option to sell 130 acres to KRRC, the area legally described on **Exhibit A** attached, including the current developed range area, to Kitsap Rifle & Revolver Club, Inc. for a reasonable purchase price \$260,000 (\$2000 per acre).
- b. **Exercise of Option.** KRRC shall exercise its option to purchase no later than three years after execution of the option to purchase;
- c. **Option Area to Remain Undeveloped.** Until the period for exercise of the option has expired, the County will not allow the additional acres covered by the option to be developed by any other entity.
- d. **Completion of Sale.** The sale of all lands to the club will be final prior to the end of the KRRC lease termination in 2024.
- e. **Application of Lease Payments to Purchase Price.** All lease monies collected by the county will be applied to the purchase price of the property.
- f. **No Penalties for Early Purchase.** At any time during the 15-year lease period KRRC may pay the balance in full with no early payoff penalty.
- g. **Property Uses.** The subject property shall remain a shooting range after the sale. The County may need to create one or more parcels for the sale. Zoning and conditional use permits associated with the sale parcel(s) must be consistent with the operation and future expansion of rifle and pistol range activities, including but not limited to the uses shown on **Exhibit C (Map of Future Activities)** attached.

**From:** Matt Keough  
**To:** Abernathy, Mark; Howell, Kevin  
**Date:** 3/20/2009 11:09 AM  
**Subject:** Part 1 of 2 - Special Use Lease with KRRC  
**Attachments:** 11.17.03 DNR-Rifle Club lease part2.pdf



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

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



# KITSAP COUNTY BOARD OF COMMISSIONERS

Chris Endresen  
DISTRICT 1

September 19, 2003

Jan Angel  
DISTRICT 2

Patty Lent  
DISTRICT 3

Mr. Doug McClelland  
Department of Natural Resources  
950 Furman Avenue North  
Enumclaw, WA 98022

**RECEIVED**  
MAY 12 2005

KITSAP COUNTY DEPT OF  
COMMUNITY DEVELOPMENT

Malcolm Fleming  
County Administrator

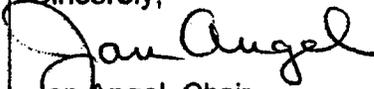
Dear Doug,

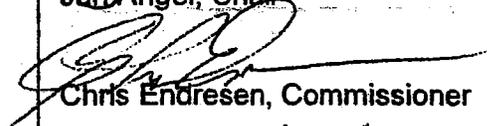
As you know, Kitsap County has a strong interest in working with your agency on a long-range strategy for establishing a regional heritage park in Central Kitsap on DNR property that includes a 72-acre site currently being leased to the Kitsap Rifle and Revolver Club.

The Board of Commissioners was recently briefed on a grant proposal the Club has submitted to the Interagency Committee for Outdoor Recreation (IAC) to re-align their existing shooting facilities. We understand that IAC has requested assurance that the Club will be able to continue using the property for at least ten years after the grant-funded improvements have been completed.

After discussing the Club's proposal with staff, the Board is confident that the proposed improvements are not at odds with the County's long-term interest in the property, and will not jeopardize our future planning efforts. In addition, the Board and staff appreciate the Kitsap Rifle and Revolver Club's ongoing efforts to provide outdoor recreational opportunities for the residents of Kitsap County, and we look forward to working with Club representatives and other members of the community in developing future plans for a heritage park in Central Kitsap.

Sincerely,

  
Jan Angel, Chair

  
Chris Endresen, Commissioner

  
Patty Lent, Commissioner

CC: Kitsap Rifle and Revolver Club

614 Division Street, MS-4 • Port Orchard, Washington 98366-4676 • (360) 337-7146 • FAX (360) 337-4632

From: Olalla (253) 851-4147 • Bainbridge Island (206) 842-2061

[www.kitsapgov.com](http://www.kitsapgov.com)



# KITSAP COUNTY BOARD OF COMMISSIONERS

*Efficient, accessible and effective county services*

March 18, 2009

**Steve Bauer**  
DISTRICT 1

**Subject:** March 18<sup>th</sup> DNR Public Hearing  
Proposed Land Exchange between DNR & Kitsap County

**Charlotte Garrido**  
DISTRICT 2

**Josh Brown**  
DISTRICT 3

Comments to be included in the public record:

In a letter to the Department of Natural Resources dated September 19<sup>th</sup>, 2003, the Kitsap County Board of Commissioners discussed their strong interest in pursuing a long-range strategy to establish a heritage park in Central Kitsap. These parcels are the subject of the public hearing this evening. I have attached this letter to be included in this public record.

**Nancy Buonanno**  
**Grennan**  
County Administrator

At the time of this letter, the Kitsap County Commissioners were briefed on a grant proposal submitted to the Interagency Committee for Outdoor Recreation (IAC) by the Kitsap Rifle & Revolver Club (KRRC). IAC had requested and was granted assurance by the Kitsap County Board of Commissioners that the Club and its improvements were not at odds with the County's long-term interest in the property, and would not jeopardize future planning efforts. This conclusion has not changed.

For over 80 years, the Kitsap Rifle & Revolver Club has provided a much needed amenity in Central Kitsap. The land swap currently being discussed provides both DNR and Kitsap County the opportunity to consolidate parcels for mutual benefits. This afternoon, I met with several members of the Kitsap Rifle & Revolver Club, including Executive Officer Marcus Carter. The KRRC presented me with a proposal that detailed Club concerns and sought to alleviate uncertainties surrounding this land exchange.

In the spirit of partnership, I committed to the Club members that I would recommend to the Kitsap County Board of Commissioners an extension of KRRC lease to a 15-year term between the Club and Kitsap County. This new lease would not possess a "Non-Default Termination" clause found in Section 4.03 of the current agreement. After the anticipated land exchange has been completed, Kitsap County would enter into a long-range public planning process for the Newberry Hill Heritage Park. I expect this planning process will recognize the lease and presence of the KRRC.

I will brief the County Commissioners at our next public meeting on my recommendations and look forward working with KRRC on this partnership.

Sincerely,

A handwritten signature in black ink, appearing to read "J. W. Brown".

**Josh Brown**  
Kitsap County Commissioner

