DUPLICATE

No. 1625

LEASE AND BOND
OF
Harbor Areas

STATE OF WASHINGTON

TO

(b) (6)

Address Bremerton, Washington

Harbor of Bremerton

FIRE-CASUALTY-AUTO
FRED W. KRAUSE & CO.
268 BURWELL ST. ESSEX 3-1497 BREMERTON, WASH.
INSURANCE

Application No. H.A. 1659
2206-18

RECEIVED
JAN 10 1957
COMMISSIONER OF PUBLIC LANDS
No.

DNR-00000241

STATE OF WASHINGTON,
County of KITSAP } ss.

We, (b) (6) [redacted]
of BREMERTON, as principal, and we, AMERICAN SURETY COMPANY OF NEW YORK

as sureties, all of the State of Washington, County of KING, do confess ourselves indebted to the State of Washington in the penal sum of Five Hundred ($500) Dollars, and to the payment of which we are held and firmly bound, and do by these presents bind ourselves, our and each of our heirs, executors, administrators or assigns, jointly and severally, firmly by these presents.

Sealed with our seals this 31st day of DECEMBER, A. D. 1956

The condition of the above obligation is such that, Whereas, the principal, in the foregoing bond did enter into a certain lease and contract with the State of Washington (which is hereto attached and made part of this instrument, and all the conditions of which are written into and made part of this instrument), whereby the above bounden principal ha leased from the State of Washington the part, lot or parcel of property described in said hereto attached lease and contract, upon all the conditions set up in said lease and contract: Now, therefore, if the said above named lessee, the principal, herein, shall well and truly perform all the conditions set up and prescribed in the said lease and contract hereto attached, in all and every part thereof, then this bond shall be considered satisfied and discharged; otherwise it shall have full force and effect.

Signed with our hands and sealed with our seals, this day and year first above written.

[SEAL]

AMERICAN SURETY COMPANY OF NEW YORK [SEAL]

Countersigned:
Fred W. Krause & Co.
By Fred W. Krause
Resident Agent

By [SEAL]
B. L. Leasure, Resident Vice President
Attest B. Newsom [SEAL]
B. Newsom, Resident Assistant Secretary
Bond # 37-561-343

The foregoing bond and the sureties thereon approved this day of, 194

Commissioner of Public Lands.

TO BE EXECUTED BY SURETIES ONLY

STATE OF WASHINGTON,
County of } ss.

being first duly sworn, each for himself, and not one for the other, deposes and says: That he is a citizen of the State of Washington and is not barred by any statute of said State from executing bonds or becoming a surety; that he is one of the persons named in and who executed the foregoing obligation as surety, and that the same is his free and voluntary act and deed for the uses and purposes therein mentioned; that he is worth the sum of $500.00, over and above all his just debts and liabilities, in separate property situated in said State, and not exempt from sale on execution.

Subscribed and sworn to before me this day of, A. D. 194

Notary Public in and for the State of Washington,

Residing at

S. F. No. 490—1-45—1M. 7782. DUPLICATE

STATE OF WASHINGTON, COUNTY OF THURSTON, ss.

THIS INDENTURE, Made this 26th *day of* March, *A. D. 194*56

by and between the State of Washington, party of the first part, lessor, and

(b) (6) [redacted]

, part y *of the second part, lessee*

WITNESSETH, That the State of Washington, lessor, does hereby lease, demise and let unto said part y *of the second part the following described property, situate in said State, County of* Kitsap *, and being that part of the harbor area in front of the following described property, to-wit:*

~~Lot~~ Front portion Government Lot 7, Section 11, Township 24 North, Range 1 East ~~Lands~~,

and more particularly described as follows:

That portion of the harbor area lying in front of Lot 7, Section 11, Township 24 North, Range 1 East, W.M., described by metes and bounds as follows:

Commencing at the intersection of the west line of Lot 15, Bay View Garden Tracts (lot 11 of Supplemental Plat of Bay View Garden Tracts) with the inner harbor line and running thence N 16° E 215 feet, more or less, to the outer harbor line, thence N 74° W along said outer harbor line, 450 feet to the true point of beginning, thence S 16° W 195 feet, more or less, to the inner habor line, thence westerly along said inner harbor line to the west line of said Lot 7, thence northerly along the west line of said Lot 7, produced, to the outer harbor line, thence S 74° E along said outer harbor line, 203 feet, more or less, to the true point of beginning, as shown on the official maps of Bremerton Tide Lands on file in the office of the Commissioner of Public Lands at Olympia, Washington.

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Annual rental, $ 60.00 (first period)

Payable March 26th

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To have and to hold for the term of ten (10) *years from the date of this instrument, for the purpose of building and maintaining upon the above described harbor area, wharves, docks and other structures for the convenience of navigation and commerce, as may be determined by legislative enactment or by rule of the Commissioner of Public Lands.*

This indenture is executed in consideration of the covenants and stipulations herein contained, and of the payment annually in advance of rental in the amount six (6) *% of the true value, in money, of the harbor area (exclusive of improvements) as fixed by the assessor of* Kitsap *County in accordance with the provisions of Sec. 5, Chap. 171 of the Laws of 1923 as follows:*

"The assessor shall thereupon in accordance with section 11121 of Remington's Compiled Statutes determine the true and fair value in money of such harbor area (exclusive of the improvements thereon) as of March 1st preceding the date of the filing of such application and certify the same to the commissioner. Such value shall be the basis of rental until the assessor's next valuation as herein provided. The assessor shall thereafter in every even numbered year as of March 1st place a valuation on such harbor area (exclusive of improvements) in accordance with said section 11121, Remington's Compiled Statutes, and certify the same to the commissioner and such valuation shall be the basis of rental for the two-year period following such valuation."

The State of Washington shall have the right to regulate, either under rules established by the Commissioner of Public Lands, or by legislative enactment, or by both methods, the rates of wharfage, dockage and other tolls, to be imposed by the lessee..... upon commerce for any of the purposes for which said leased harbor area may be used, and to change such regulations and rates from time to time, and the right to prevent by such means and in such manner as it may adopt, extortion, discrimination, unequal or exclusive privileges, and to cancel this lease for the violation of any law, rule, regulation or order governing the same.

The State of Washington shall have the power by the Commissioner of Public Lands to cancel this lease upon a breach of any of its conditions by the lessee..... or for the failure or refusal of the said lessee..... to erect, within a reasonable time hereafter, and continuously to operate and maintain in and upon the above described harbor area the wharves, buildings or other structures described and represented in the exhibits of improvements proposed to be erected therein by said lessee....., which have heretofore been filed with the Commissioner of Public Lands, or as altered with the consent and approval of said Commissioner entered upon his records.

The State of Washington reserves unto itself, port district, county, city or other public agency in the territory where the portion of the harbor area described in this lease is located, the right to assume and thereafter hold this lease upon acquirement of the tide lands contiguous thereto and fronting thereon, without any value for said lease except for improvements thereon: Provided, That this covenant shall not be held to apply to any cancellation of this lease ordered by the Commissioner of Public Lands on account of fraud or breach of any of the covenants of this lease, or a failure to file and keep therewith a good and sufficient bond as provided by law, but in such case the improvements upon the said leased area shall become the property of the State.

The lessee..... shall not make or suffer to be made any artificial filling in of said leased area or any deposit of rock, earth, ballast, refuse, garbage or other matter within such area, except as provided by law or as approved in writing by the Commissioner of Public Lands.

If the said lessee..... shall fail to pay to the State the rental hereinbefore provided on the date when the same is due, or within sixty days thereafter, the Commissioner of Public Lands may declare this lease canceled and all rights or claims of the said lessee..... under this lease in and to the said area or in or to any improvement therein or thereon, shall immediately thereupon vest in the State of Washington.

The lessee..... herein shall not sub-let the whole or any part of said leased area except upon the written permission of the Commissioner of Public Lands.

All the conditions and covenants set forth in this indenture are declared to be of the essence of the contract, and a breach of any one is a breach of the whole.

Executed in duplicate this day and year above written.

THE STATE OF WASHINGTON.

By Bert Cole
Commissioner of Public Lands.

(b) (6) [redacted]

Lessee

P. O. Address (b) (6) [redacted] Bremerton

Kitsap *County, State of* Washington