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STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
BERT L. COLE, Commissioner of Public Lands

No.

LEASE AND BOND OF HARBOR AREAS

APPLICATION NO. HA 2141 LEASE NO. HA-2141

STATE OF WASHINGTON, COUNTY OF THURSTON, ss.

THIS INDENTURE, Made this 8th day of December, A. D., 1969, by and between the STATE OF WASHINGTON, party of the first part, Lessor, and (b) (6), party of the second part, Lessee.

WITNESSETH, That the State of Washington, Lessor, does hereby lease, demise and let unto said party of the second part the following described harbor area, situate in the State of Washington, County of Kitsap, to wit:

All harbor area lying in front of Tracts 1 and 11 and intervening Renn Stroll, Supplemental Plat of Bay View Garden Tracts in Government Lot 7, Section 11, and Government Lot 1, Section 14, Township 24 North, Range 1 East, W. M., lying between two lines produced at right angles across the harbor area to the outer harbor line, one passing through the meander corner of said Sections 11 and 14, and the other through the point of intersection of the west line of said Tract 11 with the inner harbor line, as shown on the official maps of Bremerton Tide Lands on file in the office of the Commissioner of Public Lands at Olympia, Washington.

To have and to hold for the term of ten 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.

This lease is executed in consideration of the covenants herein contained and of the payment annually in advance of the amount of $338.40 which represents 6 per cent of the true value of $5,640.00 of the harbor area for the first five-year period of the ten year lease in accordance with the provisions of Chapter 97, Laws of 1969, 1st Ex. Sess., as now existing or as hereafter amended.

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The Department of Natural Resources, at the end of the first five (5) year period, from the date hereof and at the end of each subsequent five (5) year period of the lease term shall determine the true value in money of the herein described harbor area, exclusive of the improvements thereon unless the improvements are state owned in which case they shall be included, which value shall be the value at which the property would be taken in payment of a just debt from a solvent debtor and such valuation shall be utilized in the computation of rental for the five (5) year period following.

The State of Washington shall have the right to regulate, either under rules established by the Department of Natural Resources, or by legislative enactment, or by both methods, maintenance and design requirements of all improvements, 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 Department of Natural Resources to terminate 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 Department of Natural Resources, or as altered with the consent and approval of said Department entered upon its' records.

Upon expiration or termination of this lease without renewal or re-lease by the Lessee of any portion of the harbor area described herein containing improvements, all such improvements shall belong to the State.

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 tidelands contiguous thereto and fronting thereon, without any value for said lease except for improvements thereon.

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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 Department of Natural Resources.

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 Department of Natural Resources may declare this lease terminated 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 or assign the whole or any part of said leased area except upon the written permission of the Department of Natural Resources.

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
DEPARTMENT OF NATURAL RESOURCES

By Bert L. Cole
BERT L. COLE
Commissioner of Public Lands
Administrator

(b) (6) [redacted]

(b) (6) [redacted] Lessee____

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

Bremerton, WA 98310

OF READ

App. No. HA 2141
b Rec

DNR-00000322

STATE OF WASHINGTON,
County of ..... } ss.

BOND

We, ...

of ....., as principal ....., and we, ...

.....

as sureties, all of the State of Washington, County of ....., 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 ..... day of ....., A. D. 19.....

The condition of the above obligation is such that, Whereas, the principal ....., in the foregoing bond did enter into a certain lease and contract No. ..... with the State of Washington (which is hereto attached and made a 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]

..... [SEAL]

..... [SEAL]

..... [SEAL]

The foregoing bond and the sureties thereon approved this ..... day of ....., 19.....

STATE OF WASHINGTON **DEPARTMENT OF NATURAL RESOURCES**

.....
Commissioner of Public Lands.
Administrator

TO BE EXECUTED BY SURETIES ONLY

STATE OF WASHINGTON,
County of Kitsap } ss.

(b) (6) [redacted]

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.

(b) (6) [redacted]

Subscribed and sworn to before me this 5th day of February, A. D. 1971

S Sarah Anderson
Notary Public in and for the State of Washington,
Residing at Bremerton