APPLICATION NO. HA2604 AREA SOUTH PUGET SOUND (5)

DATE FILED OCT 21 1983 COUNTY KITSAP

GRANT HARBOR AREA

APPLICANT CITY OF BREMERTON

DESCRIPTION

FT: GOV'T LOTS - 1, 2,

Acres 0.06 Sec. 14 Twp. 24 N., Range 1 E W.M.

ENCUMBRANCES

Sewer outfall lease noted 11-4-83 J.O.J.

LEASE ~~NOTED~~ CANCELLATION NOTED 8-26-85 J.O.J.

Off Terminal prior to 8/29/85 pl

SHIRLEY VAN HOOVER
Engineering Department
CITY OF BREMERTON
239 Fourth Street
Bremerton, WA 98310

(206) 478 - 5270

See HW #46322

APPLICATION	APPLICATION	ASSIGNMENT
Reg. OCT 21 1983	Reg.	Reg.
T.B. OCT 21 1983	T.B.	T.B.
INSTRUMENT	INSTRUMENT	Reg.
Reg.	Reg.	T.B.
T.B.	T.B.	

SMEAD 81 SP84505

FINAL CHECKLIST FOR LEASE

Lessee Name City of Bremerton Lease # 22-002604

FOR EXECUTED LEASES

☐ Lease Expired Date _____

☒ Lease Canceled Date 3/30/95
By Department Order? ☒
By Letter? ☐

☒ Copy of Department Order or Letter in lease jacket?

☐ From the AR screen (accounts receivable), check to make sure there are no open items, such as cash on account, interest charges or unpaid invoices. See "How to Verify Billing Action" in the RMS/APS user manual.
NOTE: All outstanding open items must be reconciled before proceeding with the Final Checklist.

N/A

☐ From the APS 21 screen (agreement distribution), turn off the recurring bills.
- ✔ Select PF-17 (start/stop recurring bills).
- ✔ Select the appropriate numeric reason code.
- ✔ Select PF-5 (Update).

N/A

☐ From the APS 21 screen (agreement distribution), close the RMS account.
- ✔ Select PF-14 (close account).
- ✔ Press Shift-Print Screen, to print the "RMS Control Data" screen.
- ✔ On the screen print, write "Please Close Account", the lessee's name, and sign and date.
- ✔ Send to Mary Ellen Pyfer in Financial Management Division (MS: 47041).

N/A

☐ From the APS 20 screen (agreement core data), archive the agreement.
- ✔ Change the "STATUS" field to an "A" to archive the APS record.
- ✔ Change the "MGT STAT" field to "EXPIRED" or "CANCELED" (which ever applies).
- ✔ Select PF-7 (more), to enter a narrative statement in the "COMMENT" field that describes why the agreement is being closed.
NOTE: It is mandatory that a comment be entered for all closed agreements.
- ✔ Select PF-5 (update).

FOR APPLICATIONS

☐ Application Rejected Date _____

☐ Copy of rejection letter in lease jacket?

☐ From the APS 10 screen (application core data), archive the application.
- ☐ Change the "STATUS" field to an "A" to archive the APS record.
- ☐ Change the "MGT STAT" field to "REJECTED".
- ☐ Select PF-7 (more), to enter a narrative statement in the "COMMENT" field that describes why the application was rejected.
NOTE: It is mandatory that a comment be entered for all rejected applications.
- ☐ Select PF-5 (update).✔✔

Above tasks were completed by Lisa Williams Date 9/22/95

☐ Attach completed Final Checklist form to the lease jacket and forward to Jim Thomas in the Ownership Section.

☒ This application/lease has been reviewed and the ownership records have been updated. Date 9-22-95 Jim J.

☒ Lease forwarded to the records custodian to send to the Records Center. Date PL 10/10/95
- ✔ Update location of lease jacket on JET system (NR32).

kw2/finalchk.lst

HISTORY SHEET

LEASE NO. [illegible] COUNTY PARCEL NO.

NAME City of Brookfield STATE TAX ID NO.

ADDRESS 239 Fourth St. PHONE NO.

Brookfield WI 53045

DATE	INIT	COMMENTS
[illegible]	[illegible]	Expired PIA updated

DNR-00017572

Lease Routing Slip

Lease No. 20-009957

Lessee (b) (6) [redacted]

Lease Manager Don/Larry

- [x] Pam - Initial AIMS Entry & Review for completeness & Change ERI
- [x] Mgr. - Corps and SMA permits Document preparation, Rentals and SEPA compliance.
- [x] Pam - Typing (Document and Transmittal letter)
- [x] Nora - Proofing and Proof stamp
- [x] Mgr. - Review Document & sign Letter
- [x] Bortz - Review
- [x] DeMeyer - Review
- [x] Pam - Send out (Change ERI to 7)
- [x] Pam - Pending File (Change out card in vault)
- [x] Pam - Document & money returned (Change ERI to 8) File and Documents to Mgr.
- [x] Mgr. - Review File & Documents Prepare Final AIMS set up sheet and signature cover sheet
- [x] Boyle Stearns De Meyer - For Final Signature
- [x] Pam - Final AIMS entry & Send Doc./trans. letter to Lessee (Change ERI to 9)
- [ ] Jim - Update plates
- [ ] Finance - Accounting update

Department of

Natural Resources

TO:

FROM: S.P.S.

DATE: 10/10

Campus Mail Stop QW-21	Public Lands Building
☐ Commissioner	Room 201/3
☐ Executive Assistant	Room 201/3
☐ Administration	Room 202
☐ Department Supervisor	Room 202/6
☐ Chief Deputy Supervisor	Room 202/9
☐ Deputy Supervisors	Room 202
☐ Chief Management Analyst	Room 202
☐ Assistant Attorney General	Room 313
☐ Public Affairs Office	Room 202/210
☐ Administrative Assistant to the Commissioner	Room 201/4
☐ Administrative Services East	Room 201/6
☐ Forms & Records	Room 201/6
☐ Mail Room	Room B-10
☐ Lands Recorders	Room 201/6
☐ Word Processing Center	Room 203
☐ Administrative Services West	Room 102-A
☐ Law Enforcement/Safety	Room 102-A
☐ Personnel	Room 102-A
☐ Data Processing Operations	Room B-ØØ
☐ DNR EFSEC Representative	Room 102
☐ Engineering Services/Recreation	Room 102/B
☐ Finance	Room 309
☐ Cashier	Room 309-A
☐ Payable	Room 309
☐ Receivable	Room 308
☐ Fire Control	Room 323
☐ Lands	Room 201
☐ Management Services	Room B-5
☐ Marine Land Management	Room 201
☐ Resource Inventory	Room B-12, House Office Building
☐ Aerial Photo Sales	Rm. 1, Basement House Office Building
☐ Soil Survey	Room B-12, House Office Building
☐ Timber Sales	Room 304
☐ Exchange	Room 305
☐ Pre-Sales	Room 306
☐ Right of Way	Room 307
☐ Sales Administration	Room 302

Dorothy will do $3.00 fee

Called Dorothy & gave #. 10-21-83 KW

REMARKS: Please assign #, reduce plat, and return ASAP. This is part of City of Bremerton project. Thanks —

USE OTHER SIDE FOR CAMPUS & AREA MAIL
RES 25-1332 (Rev. 10-81)

DNR-00017574

Department of Natural Resources
OLYMPIA, WASHINGTON
98504

BRIAN BOYLE
Commissioner of Public Lands

March 20, 1985

City of Bremerton
239 Fourth Street
Bremerton, WA 98310

Dear Lessee:

Enclosed is a final copy of Cancellation Order Lease No. 22-002604 for your records.

If you should have any questions, feel free to contact this office at (206) 753-5324.

Sincerely,

Pamela LaPorte

Pamela LaPorte
Marine Lands Division

c: File No. 22-002604

ROD 93

Equal Opportunity/Affirmative Action Employer

STATE OF WASHINGTON

DEPARTMENT OF NATURAL RESOURCES

BRIAN J. BOYLE, Commissioner of Public Lands

Re: Cancellation of Harbor Area
Lease No. 2604

It is ordered that Harbor Area Lease No. 2604 to lease the harbor area situate in front of a portion of Section 14, Township 24 North, Range 1 East, W.M., for storm sewer outfall be canceled, and the $60.00 received for said lease shall be applied to Agreement No. 46322.

JUSTIFICATION:

Easement documents apply to Department policy better than lease documents for non-effluent storm water outfalls.

Dated this 20th day of March, A.D. 19 85.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

James A. Stearns

JAMES A. STEARNS
Supervisor

App. No. 2604
2502 60

FORM RES 35-2503 (10/75)

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

BRIAN J. BOYLE, Commissioner

MEMORANDUM

TO: Dave (Name) (Location)

FROM: Bob (Name) (Location)

SUBJECT: City of Bremerton 2604, 46322 + 46342 DATE: 2/26/85

Finally have the damage clauses added. They gave us written permission to add the clause over their signature per a letter I wrote to them. You had reviewed these + wanted the damage clauses added to the easement document if at all possible. Just took a little time.

Bob

DEPARTMENT OF NATURAL RESOUR(
OLYMPIA, WASHINGTON 98504

ROUTING SLIP
(TO EXECUTIVE MANAGEMENT)

ROUTE TO: DATE: 2/26/85

Art Stearns

REQUESTED BY:

Marine Lands Division

ACTION REQUESTED:

Approval _____ Signature x For Your Information _____

Comments cancels lease No. 2604 and applies $ received to Agreement No. 46322.

Date Needed 3/8/85

RETURN TO:

Pam LaPorte — MLMD

SUMMARY AND BACKGROUND INFORMATION:

Originally thought use was for treated black-water outfall. Outfall is to be for stormwater and should be R/W. This cancels the lease and R/W 46322 will be issued.

9/82

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
Brian J. Boyle
Commissioner of Public Lands
Olympia, Washington 98504

HARBOR AREA LEASE NO. 2604

BY THIS LEASE, by and between the STATE OF WASHINGTON, acting by and through the Department of Natural Resources, hereinafter called the Lessor and CITY OF BREMERTON, hereinafter called the Lessee, the Lessor leases to the Lessee on the terms and conditions as hereinafter set forth, the following described harbor area situate in Kitsap County, Washington, to wit:

That portion of the harbor area of the Bremerton Tide Lands described as follows:

A strip of land 15 feet in width, 7.5 feet left and right of the following described centerline, situated in Section 14, Township 24 North, Range 1 East, W.M. Commencing at the northwest corner of said Section 14, thence S 85° 42' 21" E 2661.81 feet to a point on the meander line per State of Washington Board of State Land Commissioneers, Maps of Bremerton Tide Lands, 28 February, 1913 (page 5), said point being the true point of beginning, thence N 28° 36' 45" E 13.61 feet to a point on the inner harbor line, said point being S 85° 58' 19" E 2667.48 feet from the northwest corner of Section 14, thence N 28° 36' 45" E 147.20 feet to the terminus point of said strip.

SECTION 1 OCCUPANCY

1.1 Term. This lease shall commence on the 1st day of November, 1983 and continue to the 1st day of November, 2003.

SECTION 2 USE OF PREMISES

2.1 Permitted Use. The Lessee shall have use of the leased premises for the purposes of constructing and maintaining a storm sewer outfall as shown on the exhibits approved by the Lessor and on file in the office of the Lessor.

SECTION 3 PAYMENT

3.1 Rental. Annual rental in the amount of $60.00*, which represents 10 percent of the full and true value of the harbor area herein described as determined by the Lessor, in accordance with the provisions of Chapter 97, Laws of 1969, First Extraordinary Session, or as amended by subsequent legislation.

3.2 Payment. The payment of the rental fixed to the Lessor each year in advance, is the essence of this lease, and the same shall be, and is a condition precedent to the execution and continuance of this lease or any rights thereunder. Payment is to be made to the Department of Natural Resources, Olympia, Washington 98504.

3.3 Adjustment. The Lessor shall at the end of the first five (5) year period of the lease term and at the end of each subsequent five (5) year period of the lease term, determine the full and true value in money of the herein described harbor area exclusive of improvements, 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 computation of rental for the five (5) year period following.

* ESSB 3290 has placed certain limits on the rental to be collected up through September 30, 1984. The above rental reflects those requirements. All rents due after that is dependent on future legislative action.

DNR-00017579

3.4 Leasehold Tax. The Lessee shall pay to the Lessor at Olympia, Washington 98504, the leasehold tax, if applicable, as set forth in chapter 61, Laws of 1976, 2nd Ex. Sess., or as may be amended. The tax shall be due and payable at the same time the rental charged herein is due and payable. Failure to pay said tax when due and payable shall be considered a breach of the provisions of this lease and the Lessor shall be entitled to all remedies they are entitled to by law, and the remedies provided herein for a breach of a provision of this lease. Any delinquent taxes shall be a debt to the Lessor and in the event the Lessor is subject to any penalties or interest because of the failure of the Lessee to pay such taxes, such penalties and interest shall be payable by the Lessee to the Lessor and shall be considered a debt to the Lessor. In the event the Lessor suffers any costs of whatsoever nature, including attorney fees, or other costs of litigation in collecting said tax, such cost shall be payable by the Lessee and shall be considered a debt due and owing to the Lessor by the Lessee.

SECTION 4 RESERVATIONS AND CONDITIONS OF USE

4.1 Discrimination. The Lessee covenants and agrees that in the performance of this lease agreement, the Lessee shall conduct its activities in a manner that will assure fair, equal and non-discriminatory treatment of all persons regardless of race, creed, sex, marital status or ethnic origin. Notwithstanding any exemption contained in State or federal law, the Lessee shall comply with all federal and State laws, rules or regulations concerning hiring and employment and assuring the service of all patrons, customers, members or invitees without discrimination as to any person's race, creed, sex, marital status or ethnic origin.

Non-compliance with this clause by the Lessee shall constitute a breach of this lease and the Lessor may initiate appropriate formal or informal action to assure compliance or may, at its discretion, terminate this lease upon 30 days notice to Lessee setting forth the claimed violation or violations and giving the Lessee a right to appeal to the Commissioner of Public Lands for a contested case hearing in accordance with the State Administrative Procedures Act (RCW 34.04).

4.2 Regulations. The Lessor shall have the right to regulate, under rules established by it, maintenance and design requirements of all improvements, rates of wharfage, dockage and other tolls to be imposed by the Lessee upon commerce for any of the purposes for which leased harbor areas may be used, and to change such regulations and rates from time to time.

4.3 Termination. The Lessor shall have the right to terminate this lease upon breach of any of the terms or conditions contained herein, including the obligation to pay the specified rental contained herein, or for the failure or refusal to erect within a reasonable time hereafter and continuously to operate and maintain in and upon the harbor area herein described the wharfs, docks, buildings or other structures represented in the exhibits of improvements proposed to be erected therein, which have heretofore been filed with the Lessor, or as altered with the consent and approval of the Lessor and entered upon its records. In addition, the Lessor shall have the right to terminate this lease for violation of any State or federal law, rule, regulation, order or permit required thereunder governing the uses authorized pursuant to the terms of this lease.

4.4 Improvements. No improvement shall be placed upon the harbor area without the prior written authorization of the Lessor. Authorized improvements constructed or placed on the leased premises during the term of this lease by the Lessee, unless otherwise specified, are the property of the Lessee. Upon the termination or expiration of this lease, the Lessee agrees to sever, remove and dispose of those improvements designated by the Lessor on the premises, within six months from date of termination or expiration. In those cases where the Lessor requires removal of improvements and such action is not taken by the Lessee, the Lessee agrees that the Lessor may remove such improvements and charge the Lessee for cost of removal and disposal. All improvements allowed to remain on the area herein described, upon termination or expiration of this lease, shall be the property of the Lessor.

4.5 Acquisition. The Lessor 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 where such improvements are owned by the Lessee.

4.6 Entry. The Lessor shall have access to the premises at all reasonable times for the purpose of securing compliance with the terms and conditions of this lease.

4.7 Access. The Lessor reserves the right of access to and across the leasehold premises for all purposes and further reserves the right to grant easements and other land uses on the premises to others when the easement or other land uses applied for will not unduly interfere with the use to which the Lessee is putting the premises, or interfere unduly with the approved plan of development for the premises. No easement or other land uses shall be granted to third parties, until damages to the lease holder have been paid to the Lessee, or waiver signed by the Lessee.

4.8 Restrictions on Use. In connection with use of the premises, the Lessee shall:

(1) Conform to applicable laws and regulations of any public authority affecting the premises and the use thereof, and correct at the Lessee's own expense, any failure of compliance created through the Lessee's fault, or by reason of the Lessee's use.

(2) Remove no valuable material without prior written consent of the Lessor.

(3) Not make or suffer to be made, any filling in of the leased area or any deposit of rock, earth, ballast, refuse, garbage or other matter within such area except as approved in writing by the Lessor.

SECTION 5 REQUIREMENTS

5.1 Assignment and Sublease. This lease, or any portion thereof, may not be assigned, mortgaged, sublet or otherwise transferred without the prior written consent of the Lessor. In granting such consent, the Lessor reserves the right to change the terms and conditions of this lease as it may affect the assignee. Further, if the Lessee is a corporation or partnership and if at any time during the term of this lease, any part or all of the corporate shares or partnership interests of the Lessee shall be transferred by sale, assignment, bequest, inheritance, operation of law, or other dispositions so as to result in a change in the present control of the corporation or partnership by the person or persons now owning a majority of the shares, or change in the holding of the corporate or partnership interest, the same shall constitute an assignment of this lease and as such shall require prior written consent of the Lessor. Failure to obtain written approval of any assignment defined in this lease shall be grounds for cancellation.

5.2 Maintenance.

(1) The Lessee, at his sole cost and expense, shall at all times keep, or cause all improvements (regardless of ownership) to be kept, in as good condition and repair as originally constructed or as hereafter put, except for reasonable use.

(2) The Lessee shall not allow debris or refuse to accumulate on the leased premises, caused either by himself or any person authorized on the premises by the Lessee. Failure to comply with this provision shall be cause to permit the Lessor to remove the debris and refuse and collect the cost of such removal from the Lessee and/or cancel this lease.

5.3 Condition of Premises and Liability.

(1) The premises have been inspected by the Lessee and are accepted in their present condition. Lessee agrees to defend and hold Lessor harmless from any and all claims suffered, or alleged to be suffered on the premises, or arising out of operations on the premises.

(2) The Lessee shall carry with a responsible company or companies satisfactory to the State, a sufficient amount of fire and casualty insurance to recover the value of any or all improvements located on the leased premises. A copy of such insurance policy or policies is to be endorsed and delivered to the State with provision of ten (10) days' notice of change, expiration and/or cancellation to the State. In the event of fire or casualty damage to any improvement owned by the State, or required to be left on the leased premises at the expiration of this lease, the paid insurance benefits shall be used to immediately replace said improvements in a manner acceptable to the State or, if directed by the State, rehabilitate the area in a manner suitable to the State. Any portion of the insurance proceeds not so utilized shall be returned to the State or if so permitted, to be used to satisfy any outstanding obligations incurred by reason of this lease being utilized for loan security. In the event of fire or casualty damage to any improvement owned by the Lessee, the paid insurance benefits shall be used to either replace the improvement, or in lieu thereof, rehabilitate the area in a manner suitable to the State. The Lessee shall guarantee that all sublessees shall have provisions to either replace their own damaged improvements or to rehabilitate the area as defined above.

5.4 Assessments. The Lessee shall pay all the annual payments on all assessments that may be legally charged, whether or not such assessments have been levied against the leasehold or the Lessor by the assessing agency.

5.5 Insolvency of Lessee. If the Lessee becomes insolvent, bankrupt, a receiver appointed, or his interest is transferred by operation of law, the Lessor may cancel this lease at its option. Insolvency as used herein, will mean the inability of the Lessee to meet obligations as they come due.

SECTION 6 MISCELLANEOUS

6.1 No Partnership. The Lessor is not a partner nor a joint venturer with the Lessee in connection with the business carried on under this lease and shall have no obligation with respect to the Lessee's debts or other liabilities.

6.2 Non-Waiver. Waiver by either party of strict performance or any provisions of this lease shall not be a waiver of, nor prejudice the party's right to require strict performance of the same provision in the future, or of any other provision.

6.3 Attorney Fees. If suit or action is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover, in addition to costs, such sum as the court may adjudge reasonable as attorney fees.

6.4 Succession. Subject to the limitations as stated in paragraph 5.1 on transfer of the Lessee's interest, this lease shall be binding upon, and inure to the benefit of the parties, their respective successors and assigns.

6.5 Notices. Any notice required or permitted under this lease shall be given when actually delivered or when deposited in the United States mail addressed as follows: To the Lessor: Department of Natural Resources, Public Lands Building, Olympia, Washington 98504. To the Lessee: At the address given by the Lessee in the signature block, or as shown on later official documents of record with this lease.

6.6 Liens.

(1) No person shall have the right to file or place any lien of any kind or character upon the land or improvements within the leasehold premises without the prior written consent of the Lessor.

(2) In the event liens or other charges are placed on the leasehold premises, including land or improvements, arising out of the Lessee's actions directly or indirectly, the Lessee shall immediately cause such liens or charges to be discharged. The Lessor may forthwith cancel this lease if Lessee fails to discharge such liens or charges after ten days' notice to do so by the Lessor. The Lessee shall pay and indemnify the Lessor for all costs, damages or charges of whatsoever nature, including attorneys' fees necessary to discharge such liens or charges, whether such costs, damages or charges are incurred prior or subsequent to any cancellation of this lease.

6.7 Litigation. In the event this lease, its terms, its use, its occupation or it in any way becomes a matter of litigation, the Lessor shall be notified of such litigation within fifteen days after such litigation is begun. Failure to notify the Lessor of such action shall be cause for cancellation or termination of this lease.

6.8 Lessor's Right to Cure Defaults.

(1) If the Lessee fails to perform any requirements or obligations under this lease, the Lessor shall have the option to correct the obligation of the lease after thirty days' written notice to the Lessee. All of the Lessor's expenditures to correct the default shall be reimbursed by the Lessee on demand, with interest at the rate of one percent per month accrued from the date of expenditure by the Lessor.

(2) In the event any violation or breach of the provisions of this lease is causing damage to the leasehold premises or the Lessee is utilizing the leasehold premises in a manner not permitted by the provisions of this lease, or in any case damages are occurring to the leasehold premises, the Lessor may immediately enter upon the leasehold premises and take such action as necessary to cease such damages or use. In the event the damages or use is occurring by reason of a violation or breach of the provisions of this lease, the Lessee shall be liable for all costs incurred by the Lessor by reasons of such violations. The Lessor, at its option may send notice to the Lessee of such violations and the Lessee shall immediately cease such use or violation and correct and remedy such violations.

6.9 Bond. Lessee shall furnish a bond in the amount of $0.00 as a guarantee of the performance of all the conditions set up and prescribed in this lease in all and every part thereof.

6.10 Legislative Changes. The Lessee further agrees that the provisions contained in paragraphs 3.1, 3.3 and 4.4 shall be subject to any changes in legislation affecting rental rates and improvements.

The Lessee expressly agrees to all covenants herein, and binds himself for the payment hereintefore specified.

Executed this 28th day of October, 1983.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

James A. Stearns
JAMES A. STEARNS
Supervisor

Signed this 26 day of October, 1983.

CITY OF BREMERTON

By M. D. Jenkins
Mayor

239 Fourth Street
Bremerton, WA 98310

Attest: Katherine E. McCarthy

App. No. HA-2604
033408

PROOF READ gm

*If Lessee is a corporation, complete Certificate of Acknowledgment.

DNR-00017583

CITY COUNCIL
BILL AMO
District 1
E.L. STURDIVANT
District 2
ROY L. MOSELLY
District 3
JIM ADRIAN
District 4
CLYDE L. PACHEK
District 5
ART ANDERSON
District 6
PHIL DROUIN
District 7
SPENCER HORNING
District 8
RUSS JOHNSON
District 9

City of Bremerton
239 FOURTH STREET
BREMERTON, WASHINGTON 98310
(206) 478 - 5252

MAYOR MORRIE DAWKINS

August 31, 1984

Department of Natural Resources
Public Lands Bldg. 2nd Floor
Olympia, WA. 98504

Attention: Terry Roswall

Subject: Marlow Avenue Outfall - App. 12006, Agreement 46342
High Avenue Outfall - Lease 2604

Dear Terry:

In accordance with our telephone conversation of this date, I am enclosing a copy of August 7, 1984 letter from Larry Sweeney and the proposed Agreement #46342 which accompanied that letter. Please review both and advise us re the following:

1. Is the agreement in the form you require?

2. Should this remain a separate agreement? Or should it be combined with the Agreement pending for High Avenue Outfall, or Agreement #45730, or both?

3. Will this Agreement be waived from fee after October 1984 by the new Aquatic Land Legislation?

4. Our first "right of entry" at Marlow Avenue Outfall was issued February 6, 1984. Shouldn't the fee periods begin no earlier than February 1, 1984? It would appear we should pay only one year's fee now.

We will await your reply before having the City execute the Agreement.

Please also inform us of the status of the switch of the High Avenue Outfall from Harbor Area Lease #2604 to a right-of-way agreement.

Sincerely,

Shirley Van Hoover

Shirley Van Hoover
Project Coordinator
Wastewater Facilities Construction Project
478-5243

cc: Bud Van Der Aa

SVH:cd

TO:

FROM:

SUBJECT:

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

SPEED MEMO

DATE:

See
#46322 Done
KL 6-15-84

SIGNED

REPLY

DATE SIGNED

RES 35-2505 (12-75)

This form printed on NO CARBON REQUIRED paper. Return pink copy with reply.

Department of Natural Resources

OLYMPIA, WASHINGTON
98504

BRIAN J. BOYLE
Commissioner of Public Lands

November 4, 1983

City of Bremerton
239 Fourth Street
Bremerton, WA. 98310

Dear Lessee:

Please find enclosed Harbor Area Lease No. 2604, which has been executed.

Very truly yours,

TERRY ROSWALL
Division of Marine Land Management

TR/nr
cc: HA 2604

Olympic View Industrial Park
Port Orchard Marina
Bremerton National Airport

THE PORT OF BREMERTON

8850 S.W. STATE HIGHWAY 3 • PORT ORCHARD, WA 98366 • (206) 674-2381

October 27, 1983

Mr. T. W. Roswall
Division of Marine Land Management
Department of Natural Resources
Olympia, WA 98504

Subject: Lease #HA 2604

Dear Mr. Roswall:

The Port of Bremerton has no objection to Application #2604, for a storm sewer outfall at the end of High Avenue in Bremerton, Washington, filed by the City of Bremerton.

Sincerely,

Ronald R Pretti /ct

Ronald R. Pretti
Port Manager

RRP:ct

cc: David B. Baker, P.E.
Project Manager
Wastewater Facilities Project
City of Bremerton

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
OLYMPIA, WA 98504

AQUATIC LAND INSPECTION REPORT APP. NO. HA 2604

PERSON CONTACTED M.H. Van Der Aa APPLICANT City of Bremerton
ADDRESS/PHONE CH2M Hill 239 4th St.
Bellevue Bremerton Wa.
LOCATION OF PROJECT AREA: COUNTY Kitsap MLM PLATE NO. 1 PATENT DATE ____
Bremerton Tide Lands OF GOV. LOT ____ SECTION 14 TOWNSHIP 24N RANGE 1E
ABUTTING (TIDE)(SHORE) LANDOWNER ____ WAIVER NEEDED? ____

NATURE OF SHORE AREA: MUD ✓ SAND ____ GRAVEL ____ ROCK ____ %SLOPE ____
HEIGHT OF BANK(S) ____ UPLAND TOPOGRAPHY Level
EXTENT OF EXPOSED TIDE (SHORE) LANDS AT ELT (OLW) ____
PUBLIC RECREATIONAL POTENTIAL OR ACTIVITY Low DISTANCE TO PUBLIC ACCESS ____
UPLAND LAND USE PATTERN: INDUSTRIAL ____ COMMERCIAL X RESIDENTIAL X RURAL ____
NATURE OF UPLAND IMPROVEMENTS ____
DISTANCE TO NEAREST SHORELINE STRUCTURE ____ TYPE OF STRUCTURE ____
POSITIVE FEATURES OF SITE ____
NEGATIVE FEATURES OF SITE ____

IMPROVEMENTS ON STATE OWNED AREA (ADD ATTACHMENTS IF NECESSARY):

TYPE	VALUE	AGE	OWNER
	$		
	$		
	$		

*WATER DEPTH AT FURTHEST OUTBOARD END OF (PROPOSED) STRUCTURE(S) ____
*TOTAL LENGTH OF STRUCTURE ON STATE OWNERSHIP ____
*LENGTH OF PORTION ON BED OF NAVIGABLE WATERS ____

MATERIAL PURCHASE
NATURE OF MATERIAL TO BE REMOVED ____ POTENTIAL FOR REPLENISHMENT ____
METHOD OF REMOVAL ____ TRANSPORTATION METHOD ____
DISTANCE TO PROCESSING POINT ____ DISTANCE TO ALTERNATE SOURCE ____
SELLING PRICE OF PROCESSED MATERIAL ____

EASEMENT
TYPE OF EASEMENT: AERIAL ____ SUBMERGED X SURFACE ____
IS THERE AN ALTERNATE ROUTE? ____ ANY HINDRANCE TO EXISTING USES? No
IS WIDTH (ADEQUATE) OR ~~EXCESSIVE~~? ____ EXPECTED LIFE (NEED FOR) STRUCTURES Perpetuity

COULD PROPOSED USE BE CONDUCTED WITHOUT USING STATE PROPERTY? No
ANY OBSTRUCTION TO NAVIGATION OR NORMAL USE PATTERNS No
DNR ALLOCATION H.A. CITY/COUNTY SHORELINE ZONE Approved
SHORELINE PERMIT NEEDED? Yes # 590-14-1802 ISSUED Yes 7/5/83
SEPA CHECKLIST RECEIVED? ____ LEAD AGENCY City of Bremerton. Decl. Non Significance
U.S.ARMY CORPS OF ENGINEERS PERMIT FILED? Yes NO. 8828 ISSUED 10/5/83
HYDRAULICS PERMIT NEEDED? No # ____ ISSUED ____
HAS EXHIBIT BEEN RECEIVED (WHERE APPLICABLE) ? Yes

INSPECTOR'S remarks and recommendations: ____

WILL (IS) APPLICANT SUB-LEASE(ING)? No IF SO, TO WHOM? ____

PROPOSED: Rental X Royalty ____ or Fee ____ For term of ____
BASIS FOR PROPOSAL: Confirmed sales or leases ____ Assessed value ____ DNR Manual ____
CALCULATIONS:

Study of Public Sewer Outfall leases in all waters of Puget Sound in South Puget Sound Area reveal an average annual rental of 50.00 on 1/1/81.

Our recommendation is to consider 6% ceiling under ESSB 3290, and to establish this rental at a Flat Rate of $60.00 per year for first five years.

INSPECTED BY: TERRY LEGG, Local Manager DATE: 10/24/83
REVIEWED AND APPROVED BY: Larry K. Sweeney DATE: 10/24/83

RECEIVED

OCT 13 1983

COMMISSIONER OF PUBLIC LANDS

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
BRIAN J. BOYLE
COMMISSIONER OF PUBLIC LANDS

Application To Lease Publicly Owned Aquatic Lands For Commercial Or Industrial Purposes

No. _____

1. Name of company or person desired on lease City of Bremerton

2. Address 239 4th Street, Bremerton, Washington 98310

   Telephone 206/478-5270

3. Specific use of lease Storm Sewer Outfall

4. Application for (Check One) (a) New lease X (b) Re-lease _____

   Previous Lease No. N/A Name on Previous Lease N/A

5. Where appropriate, complete the following or attach the requested information to this application. To complete this section refer to the instructions on the reverse side. Failure to furnish the following information will cause your application to be returned:

   (1) Proof of ownership. (Refer to #1 on the instructions and attach ownership evidence to this application.) Abutting upland is a public right of way (High Avenue) under the jurisdiction of the City of Bremerton.

   (2) Exhibit "A". (Refer to instructions for submission of plats, plans and specifications.) Include Exhibits "A" with this application. Drawing Attached

   (3) Legal Description: Government Lots ~~Tideland Blocks or part of Section~~ Government lots 1 and 2, Section 14 Township 24 North Range 1 East.

   Narrative description: Describe actual area you are requesting to lease. (Refer to #3 on the instructions and attach to Exhibit "A".) Description attached.

   (4) U. S. Army Corps of Engineers Public Notice Number 071-OYB-1-008828. (See #4 on the instructions.)

   (5) Shoreline Substantial Development Permit Number 78-83. (See #5 on the instructions.)

   (6) SEPA Checklist or Declaration of Non-Significance from Lead Agency. (See #6 on the instructions.) Copy of Declaration of Non-Significance attached

   (7) ~~Application fee of $5.00 made payable to Department of Natural Resources. The enclosed application fee is non-refundable in the event this application is rejected.~~

   All answers and statements are true and complete to the best of my knowledge. I understand that no work can be started on the lease area in question until a lease is granted by the State of Washington.

Signed [signature]

Applicant or authorized signature (if a Corporation or Company)

Title City Engineer

FOR OFFICE USE ONLY

Amount Rec'd. _____ Date _____

App. No. HA-2604

Trust ~~Tidelands of Bremerton~~ Harbor area Init. _____

Area SPS Dist. _____ Unit _____

County Kitsap MLM Plate No. 5 - Brem. Tidelands

Port District of Bremerton

FOR SEWAGE OUTFALL RIGHTS OF WAY ONLY

The following information is a confidential addendum to Application No._____:

Is this an outfall for commercial_____ or domestic_____ waste? Storm Water

If commercial, please list the constituents of the treated and untreated waste in ppm; the estimated average volume per day in gallons for the first year of operation and the fifth year of operation, and the proposed method of treatment.

_____

_____

_____

_____

_____

_____

If domestic, please check the method of treatment:

None	X	Storm Water
Primary		
Secondary		(type_____)
Tertiary		(type_____)
Chlorination		

and the estimated average volume in gallons per day for first year of operation and the fifth year of operation _____

226,000 gal/day average for first and fifth year

_____

A copy of a valid permit or letter of approval from the Department of Ecology must be included as a part of this application. Copy of DOE permit attached

ATTACHMENT TO CITY OF BREMERTON APPLICATION
TO LEASE PUBLICLY OWNED AQUATIC LANDS

LEASE DESCRIPTION

A strip of land 15 feet in width, 7.5 feet left and right of the following described centerline, situated in Section 14, Township 24 North, Range 1 East, Willamette Meridian; Kitsap County, Washington:

Commencing at the Northwest corner of said Section 14; thence South 85° 42' 21" East 2661.81 feet to a point on the Meander Line per State of Washington Board of State Land Commissioners, Maps of Bremerton Tide Lands 28 February 1913 (Page 5); said point being the True Point of Beginning; thence North 28° 36' 45" East 13.61 feet to a point on the Inner Harbor Line, said point being South 85° 58' 19" East 2667.48 feet from the Northwest corner of Section 14; thence North 28° 36' 45" East 147.20 feet to the Terminus Point of said strip.

The described strip contains 0.06 acres.

JOHN SPELLMAN
Governor

DONALD W MOOS
Director

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY
Mail Stop PV-11 • Olympia, Washington 98504 • (206) 459-6000

RECEIVED
1983

July 5, 1983

City of Bremerton
Planning Dept.
I certify that [illegible] copy of this document [illegible]
July 6
83
Karen M. Beatty

Ken Attebery, Director
Bremerton Planning Department
239 Fourth Street
Bremerton, WA 98310

City of Bremerton (applicant)
239 Fourth Street
Bremerton, WA 98310

(C14B)

Gentlemen:

Re: Shoreline Conditional Use Permit #590-14-1802 (#78-83)
City of Bremerton - Applicant

The Department of Ecology has reviewed the above referenced permit to replace and extend an existing stormwater outfall pipe at High Avenue and at the west end of 13th Street near Marlow Avenue in the Port Washington Narrows.

We concur that the proposal meets the intent of the master program and the criteria set forth in WAC 173-14-140 for granting a conditional use. The permit is therefore approved.

This approval is given pursuant to requirements of the Shoreline Management Act of 1971. Other federal, state or local approvals may be required.

Construction is not authorized until thirty days from the transmittal date of this approval letter and enclosed permit or until conclusion of any review proceeding initiated within the thirty-day period.

If you have any questions on the above action, please contact Emily Ray (206) 459-6279 or Michael Rundlett (206) 459-6276 of this office.

Sincerely,

D. Rodney Mack
Assistant Director
Office of Land Programs

DRM:kb

Enclosure

CITY OF BREMERTON

FINAL DECLARATION

of

NON-SIGNIFICANCE *

Description of proposal: Hewitt Avenue and Marlow Avenue Storm Sewer Separation and Outfall Project.

Proponent: City of Bremerton
239 4th Street
Bremerton, Washington 98310

Location of Proposal: West Bremerton: Vicinity of High Avenue; East Bremerton; vicinity of 14th Street and Marlow Avenue.

Lead Agency: CITY OF BREMERTON

This proposal has been determined to not have a significant adverse impact upon the environement. An EIS is not required under RCW 43.21C.030(2) (c). This decision was made after review by the lead agency of a completed environmental checklist and other information on file with the lead agency.

Reaponsible Official: KENNETH W. ATTEBERY

Position/Title: PLANNING DIRECTOR

Date: 5/13/83

Signature: Kenneth W. Attebery

* This Final Declaration is based on a Proposed Declaration of Non-Significance issued on 4/27/83 and the comments received from Agencies with jurisdiction and from the public during the 15 day review period required by WAC.

DEPARTMENT OF THE ARMY
SEATTLE DISTRICT, CORPS OF ENGINEERS
P.O. BOX C-3755
SEATTLE, WASHINGTON 98124

5 OCT 1983

NPSOP-RF

City of Bremerton
ATTN: Allan Kane, P.E. City Engineer
239 Fourth Avenue
Bremerton, Washington 98310

Reference: 071-0YB-2-008828
Bremerton, City of

Dear Mr. Kane:

Inclosed is a Department of the Army permit which authorizes performance of the work described in your referenced application.

You are cautioned that any change in the location or plans of the work will require submittal of a revised plan to this office for approval prior to accomplishment. Deviation from approved plans may result in imposition of criminal or civil penalties.

Your attention is drawn to conditions "o" and "n" of the permit which specify the expiration dates for both commencement and completion of the work and that you notify this office of the dates the work is started and completed.

Sincerely yours,

Gerald A Keller

GERALD A. KELLER
Chief, Regulatory Functions Branch

1 Incl
As stated

NPS FL 199
JUN 82

NPSOP-RF

Application No. 071-OYB-2-008828

Name of Applicant City of Bremerton

Effective Date 5 OCT 1983

Expiration Date (*If applicable*) See General Condition o.

DEPARTMENT OF THE ARMY PERMIT

Referring to written request dated 15 April 1983 **for a permit to:**

(X) **Perform work in or affecting navigable waters of the United States, upon the recommendation of the Chief of Engineers, pursuant to Section 10 of the Rivers and Harbors Act of March 3, 1899** (*33 U.S.C. 403*);

(X) **Discharge dredged or fill material into waters of the United States upon the issuance of a permit from the Secretary of the Army acting through the Chief of Engineers pursuant to Section 404 of the Clean Water Act** (*33 U.S.C. 1344*);

( ) **Transport dredged material for the purpose of dumping it into ocean waters upon the issuance of a permit from the Secretary of the Army acting through the Chief of Engineers pursuant to Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972** (*86 Stat. 1052; P.L. 92-532*);

City of Bremerton
239 Fourth Avenue
Bremerton, Washington 98310

is hereby authorized by the Secretary of the Army:

to install storm sewer outfall pipe and place fill (replace existing outfall with new outfall pipe to separate sewage from storm water)

in Port Washington Narrows, Puget Sound

at Bremerton, Washington

In accordance with the plans and drawings attached hereto which are incorporated in and made a part of this permit (*on drawings, give file number or other definite identification marks.*) 071-OYB-2-008828, 4 sheets

Subject to the following conditions:

I. General Conditions:

a. **That all activities identified and authorized herein shall be consistent with the terms and conditions of this permit; and that any activities not specifically identified and authorized herein shall constitute a violation of the terms and conditions of this permit which may result in the modification, suspension or revocation of this permit, in whole or in part, as set forth more specifically in General Conditions j or k hereto, and in the institution of such legal proceedings as the United States Government may consider appropriate, whether or not this permit has been previously modified, suspended or revoked in whole or in part.**

b. That all activities authorized herein shall, if they involve, during their construction or operation, any discharge of pollutants into waters of the United States or ocean waters, be at all times consistent with applicable water quality standards, effluent limitations and standards of performance, prohibitions, pretreatment standards and management practices established pursuant to the Clean Water Act (*33 U.S.C. 1344*), the Marine Protection, Research and Sanctuaries Act of 1972 (*P.L. 92-532, 86 Stat. 1052*), or pursuant to applicable State and local law.

c. That when the activity authorized herein involves a discharge during its construction or operation, or any pollutant (*including dredged or fill material*), into waters of the United States, the authorized activity shall, if applicable water quality standards are revised or modified during the term of this permit, be modified, if necessary, to conform with such revised or modified water quality standards within 6 months of the effective date of any revision or modification of water quality standards, or as directed by an implementation plan contained in such revised or modified standards, or within such longer period of time as the District Engineer, in consultation with the Regional Administrator of the Environmental Protection Agency, may determine to be reasonable under the circumstances.

d. That the discharge will not destroy a threatened or endangered species as identified under the Endangered Species Act, or endanger the critical habitat of such species.

e. That the permittee agrees to make every reasonable effort to prosecute the construction or operation of the work authorized herein in a manner so as to minimize any adverse impact on fish, wildlife, and natural environmental values.

f. That the permittee agrees that he will prosecute the construction or work authorized herein in a manner so as to minimize any degradation of water quality.

g. That the permittee shall allow the District Engineer or his authorized representative(s) or designee(s) to make periodic inspections at any time deemed necessary in order to assure that the activity being performed under authority of this permit is in accordance with the terms and conditions prescribed herein.

h. That the permittee shall maintain the structure or work authorized herein in good condition and in reasonable accordance with the plans and drawings attached hereto.

i. That this permit does not convey any property rights, either in real estate or material, or any exclusive privileges; and that it does not authorize any injury to property or invasion of rights or any infringement of Federal, State, or local laws or regulations.

j. That this permit does not obviate the requirement to obtain state or local assent required by law for the activity authorized herein.

k. That this permit may be either modified, suspended or revoked in whole or in part pursuant to the policies and procedures of 33 CFR 325.7.

l. That in issuing this permit, the Government has relied on the information and data which the permittee has provided in connection with his permit application. If, subsequent to the issuance of this permit, such information and data prove to be materially false, materially incomplete or inaccurate, this permit may be modified, suspended or revoked, in whole or in part, and/or the Government may, in addition, institute appropriate legal proceedings.

m. That any modification, suspension, or revocation of this permit shall not be the basis for any claim for damages against the United States.

n. That the permittee shall notify the District Engineer at what time the activity authorized herein will be commenced, as far in advance of the time of commencement as the District Engineer may specify, and of any suspension of work, if for a period of more than one week, resumption of work and its completion.

o. That if the activity authorized herein is not completed on or before 5th day of Oct., 19 86, (*three years from the date of issuance of this permit unless otherwise specified*) this permit, if not previously revoked or specifically extended, shall automatically expire.

p. That this permit does not authorize or approve the construction of particular structures, the authorization or approval of which may require authorization by the Congress or other agencies of the Federal Government.

q. That if and when the permittee desires to abandon the activity authorized herein, unless such abandonment is part of a transfer procedure by which the permittee is transferring his interests herein to a third party pursuant to General Condition t hereof, he must restore the area to a condition satisfactory to the District Engineer.

r. That if the recording of this permit is possible under applicable State or local law, the permittee shall take such action as may be necessary to record this permit with the Register of Deeds or other appropriate official charged with the responsibility for maintaining records of title to and interests in real property.

DNR-00017596

s. That there shall be no unreasonable interference with navigation by the existence or use of the activity authorized herein.

t. That this permit may not be transferred to a third party without prior written notice to the District Engineer, either by the transferee's written agreement to comply with all terms and conditions of this permit or by the transferree subscribing to this permit in the space provided below and thereby agreeing to comply with all terms and conditions of this permit. In addition, if the permittee transfers the interests authorized herein by conveyance of realty, the deed shall reference this permit and the terms and conditions specified herein and this permit shall be recorded along with the deed with the Register of Deeds or other appropriate official.

u. That if the permittee during prosecution of the work authorized herein, encounters a previously unidentified archeological or other cultural resource within the area subject to Department of the Army jurisdiction that might be eligible for listing in the National Register of Historic Places, he shall immediately notify the district engineer.

II. **Special Conditions:** (*Here list conditions relating specifically to the proposed structure or work authorized by this permit*):

DNR-00017597

The following Special Conditions w s applicable when appropriate:

STRUCTURES IN OR AFFECTING NAVIGABLE WATERS OF THE UNITED STATES:

a. That this permit does not authorize the interference with any existing or proposed Federal project and that the permittee shall not be entitled to compensation for damage or injury to the structures or work authorized herein which may be caused by or result from existing or future operations undertaken by the United States in the public interest.

b. That no attempt shall be made by the permittee to prevent the full and free use by the public of all navigable waters at or adjacent to the activity authorized by this permit.

c. That if the display of lights and signals on any structure or work authorized herein is not otherwise provided for by law, such lights and signals as may be prescribed by the United States Coast Guard shall be installed and maintained by and at the expense of the permittee.

d. That the permittee, upon receipt of a notice of revocation of this permit or upon its expiration before completion of the authorized structure or work, shall, without expense to the United States and in such time and manner as the Secretary of the Army or his authorized representative may direct, restore the waterway to its former conditions. If the permittee fails to comply with the direction of the Secretary of the Army or his authorized representative, the Secretary or his designee may restore the waterway to its former condition, by contract or otherwise, and recover the cost thereof from the permittee.

e. Structures for Small Boats: That permittee hereby recognizes the possibility that the structure permitted herein may be subject to damage by wave wash from passing vessels. The issuance of this permit does not relieve the permittee from taking all proper steps to insure the integrity of the structure permitted herein and the safety of boats moored thereto from damage by wave wash and the permittee shall not hold the United States liable for any such damage.

MAINTENANCE DREDGING:

a. That when the work authorized herein includes periodic maintenance dredging, it may be performed under this permit for _____ years from the date of issuance of this permit (*ten years unless otherwise indicated*);

b. That the permittee will advise the District Engineer in writing at least two weeks before he intends to undertake any maintenance dredging.

DISCHARGES OF DREDGED OR FILL MATERIAL INTO WATERS OF THE UNITED STATES:

a. That the discharge will be carried out in conformity with the goals and objectives of the EPA Guidelines established pursuant to Section 404(b) of the Clean Water Act and published in 40 CFR 230;

b. That the discharge will consist of suitable material free from toxic pollutants in toxic amounts.

c. That the fill created by the discharge will be properly maintained to prevent erosion and other non-point sources of pollution.

DISPOSAL OF DREDGED MATERIAL INTO OCEAN WATERS:

a. That the disposal will be carried out in conformity with the goals, objectives, and requirements of the EPA criteria established pursuant to Section 102 of the Marine Protection, Research and Sanctuaries Act of 1972, published in 40 CFR 220-228.

b. That the permittee shall place a copy of this permit in a conspicuous place in the vessel to be used for the transportation and/or disposal of the dredged material as authorized herein.

This permit shall become effective on the date of the District Engineer's signature.

Permittee hereby accepts and agrees to comply with the terms and conditions of this permit.

x [signature] x 10/4/83

PERMITTEE DATE

City of Bremerton

BY AUTHORITY OF THE SECRETARY OF THE ARMY:

Gerald A Keller 5 Oct 83

NORMAN C. HINTZ DATE

Colonel

DISTRICT ENGINEER,

U.S. ARMY, CORPS OF ENGINEERS

Transferee hereby agrees to comply with the terms and conditions of this permit.

_____ _____

TRANSFEREE DATE

U.S. GOVERNMENT PRINTING OFFICE : 1983 O - 401-534

DNR-00017598

This notice of authorization must be conspicuously displayed at the site of work.

United States Army Corps of Engineers

5 OCT 1983
19_____

A permit to INSTALL STORM SEWER OUTFALL PIPE & PLACE FILL(REPLACE EXISTING OUTFALL WITH NEW OUTFALL PIPE TO SEPARATE SEWAGE FROM STORM WATER) IN PORT WASHINGTON NARROWS, PUGET SOUND

at BREMERTON, WASHINGTON

has been issued to CITY OF BREMERTON **on** 5 OCT 1983 **19**

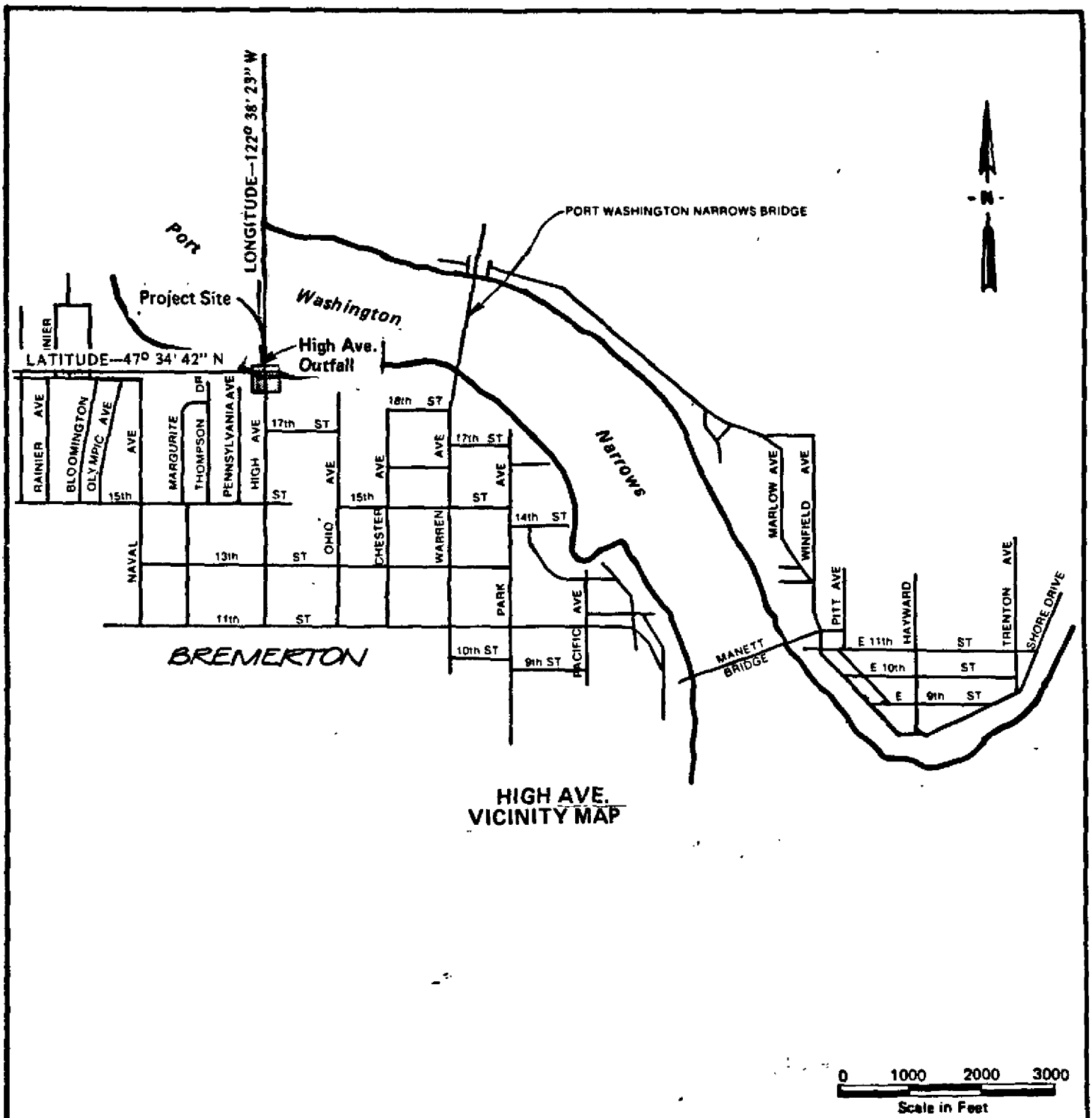
Address of Permittee 239 FOURTH AVENUE, BREMERTON, WASHINGTON 98310

Permit Number

071-OYB-2-008828

Gerald A Keller
for NORMAN C. HINTZ
District Commander
COLONEL, CORPS OF ENGINEERS

ENG FORM 4336, Jul 81 (ER 1145-2-303) EDITION OF JUL 70 MAY BE USED *(Proponent: DAEN-CWO)*



HIGH AVE.
VICINITY MAP

071-0YB-2-008828

CONTRACT C14B

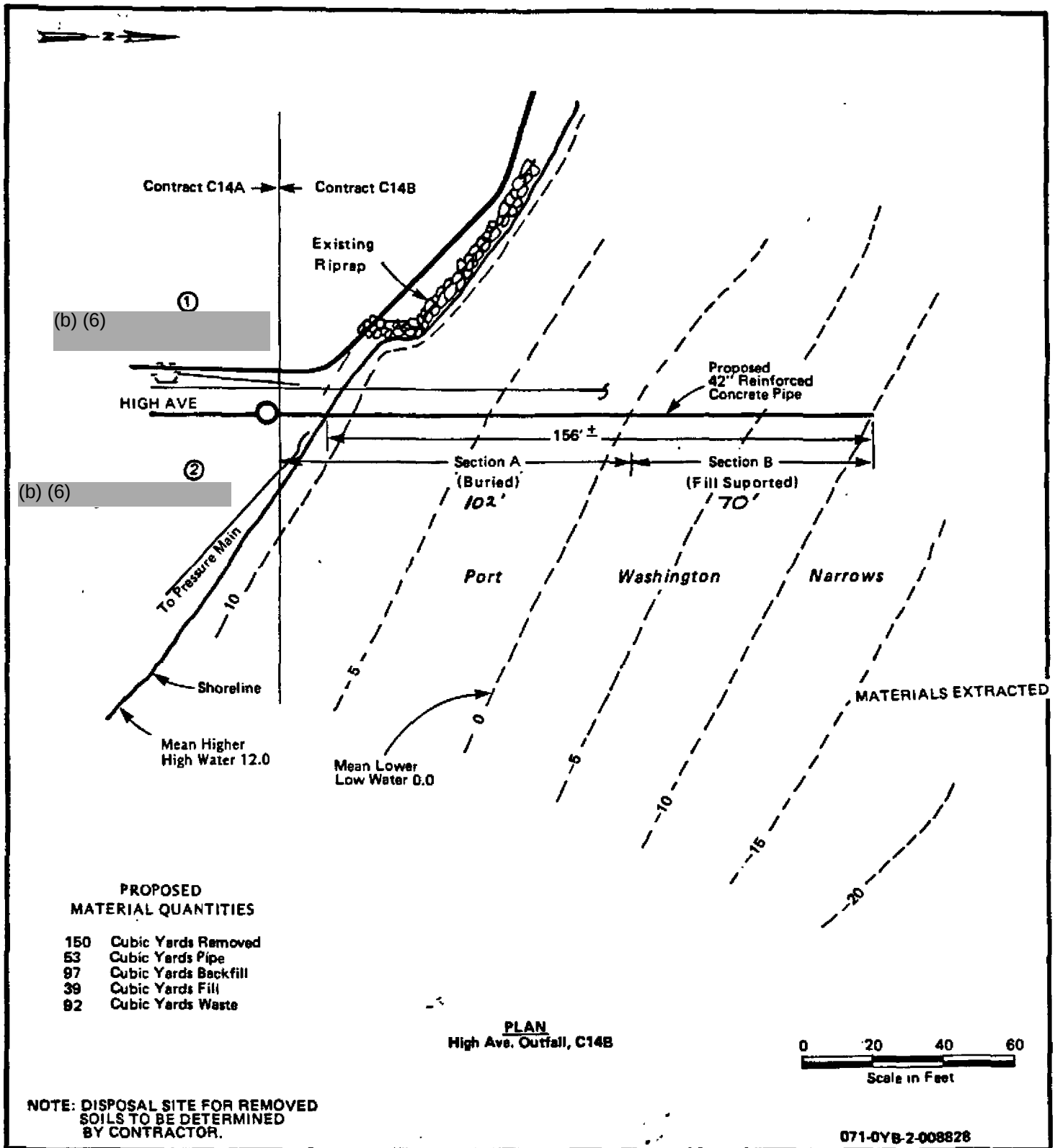
PROPOSED OUTFALL PIPE AND FILL

IN PORT WASHINGTON NARROWS
AT: CITY OF BREMERTON
COUNTY OF KITSAP STATE WASHINGTON
APPLICATION BY CITY OF BREMERTON
SHEET 1 OF 4 DATE 4/15/83

DATUM. NATIONAL OCEANIC SURVEY MLLW=0.0'
ADJACENT PROPERTY OWNERS.
SEE SHEET 2

DEPARTMENT OF THE ARMY PERMIT

DNR-00017600



PROPOSED
MATERIAL QUANTITIES

150	Cubic Yards Removed
53	Cubic Yards Pipe
97	Cubic Yards Backfill
39	Cubic Yards Fill
92	Cubic Yards Waste

PLAN
High Ave. Outfall, C14B

NOTE: DISPOSAL SITE FOR REMOVED SOILS TO BE DETERMINED BY CONTRACTOR.

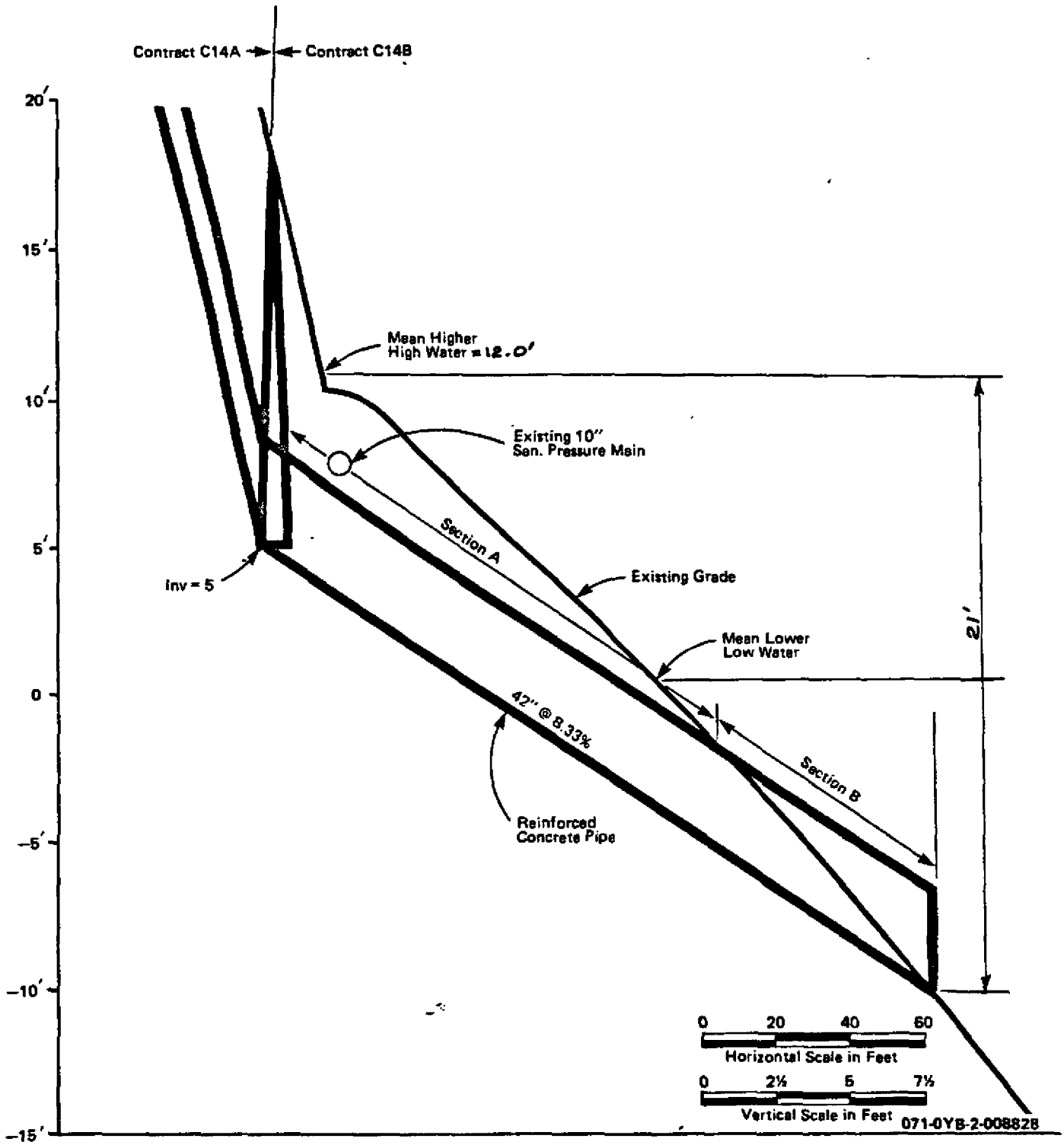
071-0YB-2-008826

PURPOSE: REPLACE EXISTING OUTFALL WITH NEW OUTFALL TO SEPARATE SEWAGE FROM STORMWATER
DATUM: NATIONAL OCEANIC SURVEY MLLW = 0.0'
ADJACENT PROPERTY OWNERS:
SEE THIS SHEET

PROPOSED STORM SEWER OUTFALL AND FILL

IN: PORT WASHINGTON NARROWS
AT: CITY OF BREMERTON
COUNTY OF KITSAP STATE WASHINGTON
APPLICATION BY CITY OF BREMERTON
SHEET 2 OF 4 DATE 4/15/83

DEPARTMENT OF THE ARMY PERMIT



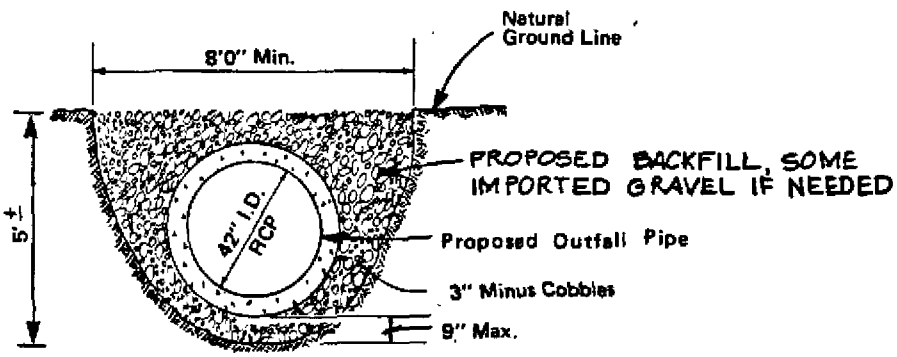
PROFILE
High Ave. Outfall, C14B

PROPOSED STORM SEWER OUTFALL AND FILL

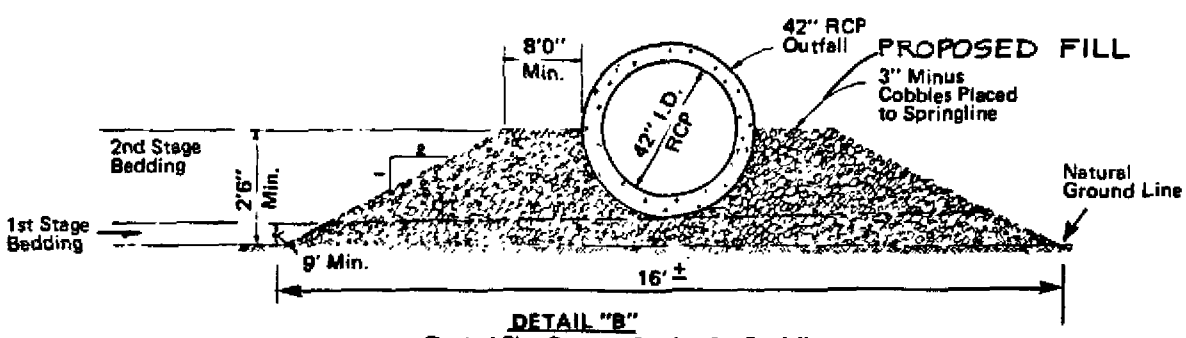
PURPOSE: REPLACE EXISTING OUTFALL WITH NEW OUTFALL TO SEPARATE SEWAGE FROM STORMWATER
DATUM: NATIONAL OCEANIC SURVEY MLLW = 0.0'
ADJACENT PROPERTY OWNERS:
SEE SHEET 2

IN: PORT WASHINGTON NARROWS
AT: CITY OF BREMERTON
COUNTY OF KITSAP STATE WASHINGTON
APPLICATION BY CITY OF BREMERTON
SHEET 3 OF 4 DATE 4/15/83

DEPARTMENT OF THE ARMY PERMIT



DETAIL "A"
Typical Trench Section for Outfall Buried



DETAIL "B"
Typical Pipe Support Section for Outfall

SECTIONS
High Ave. Outfall C14B

0 1 2 3 4
Scale in Feet

071-0YB-2-008828

PROPOSED STORM SEWER OUTFALL AND FILL

PURPOSE: REPLACE EXISTING OUTFALL WITH NEW OUTFALL TO SEPARATE SEWAGE FROM STORMWATER
DATUM NATIONAL OCEANIC SURVEY MLLW = 0.0'
ADJACENT PROPERTY OWNERS:
SEE SHEET 2

IN: PORT WASHINGTON NARROWS
AT. CITY OF BREMERTON
COUNTY OF KITSAP STATE WASHINGTON
APPLICATION BY CITY OF BREMERTON
SHEET 4 OF 4 DATE 4/15/83

DEPARTMENT OF THE ARMY PERMIT

CITY COUNCIL
BILL AMO
District 1
E.L. STURDIVANT
District 2
ROY L. MOSELY
District 3
JIM ADRIAN
District 4
CLYDE L. PACHEK
District 5
ART ANDERSON
District 6
PHIL DROUIN
District 7
SPENCER HORNING
District 8
RUSS JOHNSON
District 9

City of Bremerton

239 FOURTH STREET
BREMERTON, WASHINGTON 98310
(206) 478 - 5252

MAYOR MORRIE DAWKINS

SHIRLEY VAN HOOVER
Engineering Department
CITY OF BREMERTON
239 Fourth Street
Bremerton, WA 98310

DIXIE BRAEK

September 27, 1983

478-5293
or
(206) 478-5270

Department of Natural Resources
28329 SE 448th Street
Enumclaw, Washington 98022

Attention: Mr. Larry Sweeney

Gentlemen:

Subject: Bremerton Contract C14
Corps of Engineers Permit No. 071-OYB-2-008828
Lease Application

Enclosed is an application for lease of publicly owned aquatic lands along Port Washington Narrows for the High Avenue storm sewer outfall portion of the above-referenced project.

The City now has a contractor under contract to accomplish the construction. The City would like to complete the construction before the heavy winter rains in order to alleviate stormwater problems in the area. It would, therefore, be a great service to the City of Bremerton if review and processing of the applications and other procedures necessary to the City's acquiring the necessary lease can be expedited. The City would like to hand-carry documents between offices or similarly assist if it would be of help. Also, when you have materials to send to us, please call so a messenger can be sent to pick them up rather than relying on the mail.

Thank you for all the information and assistance you have already provided. If there are any questions, please call me, or call Bud VanDerAa at CH2M HILL (telephone 453-5000).

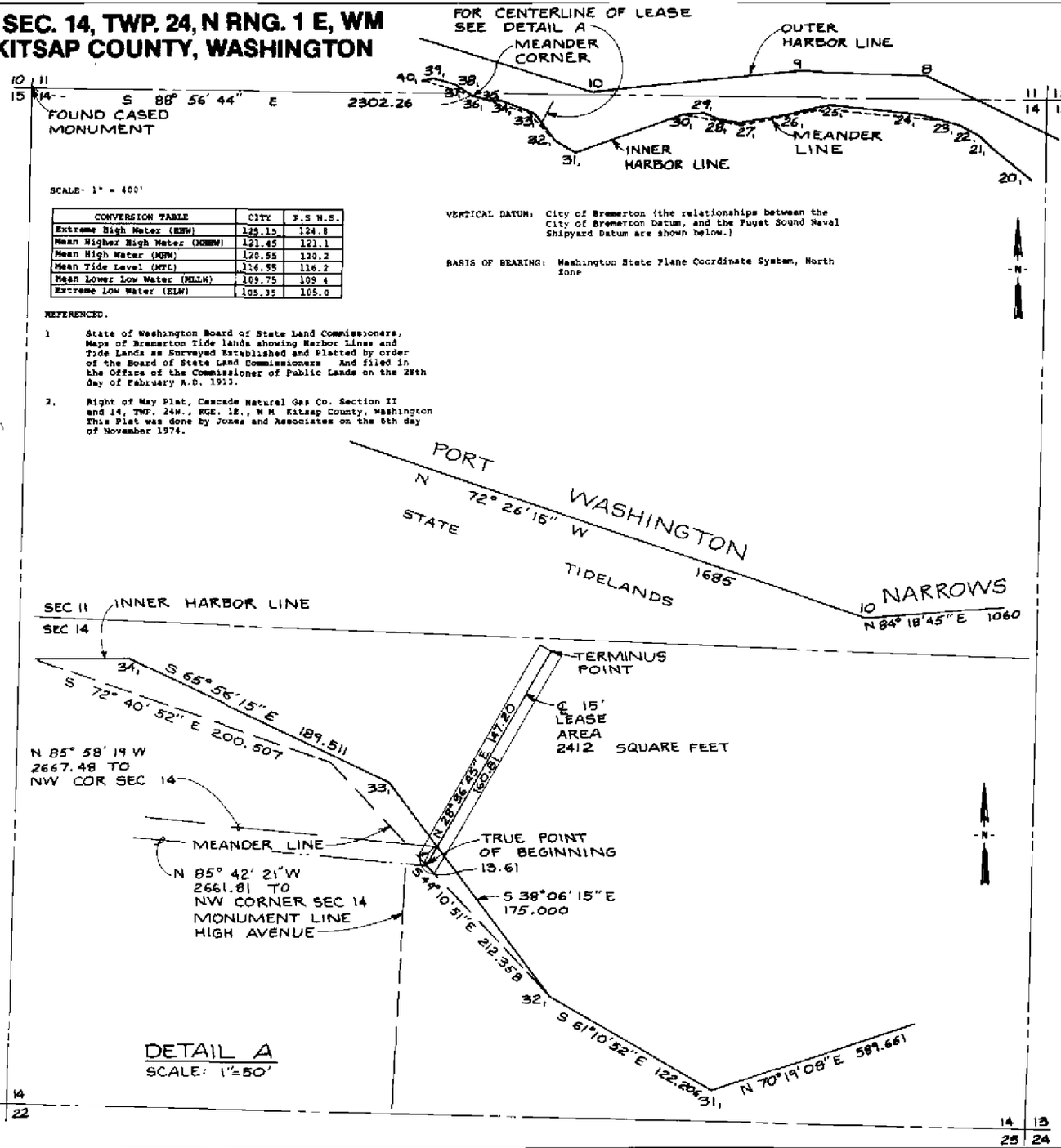
Sincerely,

for Dave Baker, P.E.
Assistant City Engineer

sm/1613ee

Enclosures

SEC. 14, TWP. 24, N RNG. 1 E, WM
KITSAP COUNTY, WASHINGTON



SCALE- 1" = 400'

CONVERSION TABLE	CITY	P.S N.S.
Extreme High Water (EHW)	125.15	124.8
Mean Higher High Water (MHHW)	121.45	121.1
Mean High Water (MHW)	120.55	120.2
Mean Tide Level (MTL)	116.55	116.2
Mean Lower Low Water (MLLW)	109.75	109.4
Extreme Low Water (ELW)	105.35	105.0

VERTICAL DATUM: City of Bremerton (the relationships between the City of Bremerton Datum, and the Puget Sound Naval Shipyard Datum are shown below.)

BASIS OF BEARING: Washington State Plane Coordinate System, North Zone

REFERENCED.

1. State of Washington Board of State Land Commissioners, Maps of Bremerton Tide lands showing Harbor Lines and Tide Lands as Surveyed Established and Platted by order of the Board of State Land Commissioners And filed in the Office of the Commissioner of Public Lands on the 28th day of February A.D. 1913.

2. Right of Way Plat, Cascade Natural Gas Co. Section II and 14, TWP. 24N., RGE. 1E., W.M. Kitsap County, Washington This Plat was done by Jones and Associates on the 6th day of November 1974.

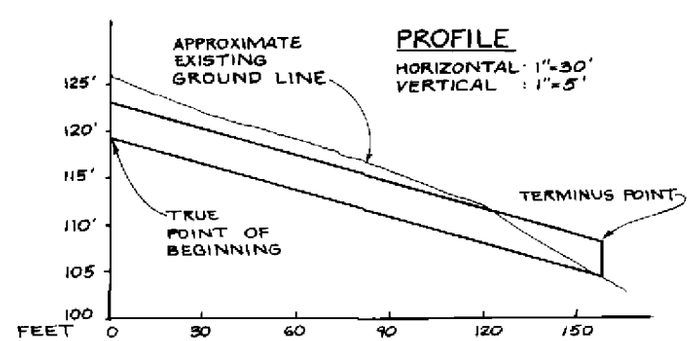
Description of Lease of Publicly Owned Aquatic Lands

A strip of land 15 feet in width, 7.5 feet left and right of the following described centerline, situated in Section 14, Township 24 North, Range 1 East, Willamette Meridian, Kitsap County, Washington-

Commencing at the Northwest corner of said Section 14; thence South 85° 42' 21" East 2661.81 feet to a point on the Meander Line per State of Washington Board of State Land Commissioners, Maps of Bremerton Tide Lands 28 February 1913 (Page 5), said point being the True Point of Beginning; thence North 28° 36' 45" East 13.61 feet to a point on the Inner Harbor Line, said point being South 85° 58' 19" East 2667.48 feet from the Northwest corner of Section 14, thence North 28° 36' 45" East 147.20 feet to the Terminus Point of said strip.

The described strip contains 0.06 acres.

HA2604



CH2M HILL

DRAWN BY W.I.M.	CHECKED BY J.L.C.	JOB NO. S 12400.D6
DATE 9-26-83	SCALE 1"= 400'	SHEET 1 OF 1

RECORDER'S CERTIFICATE

Filed for record this ____ day of _____ 19__ at ____ M. in Book ____ of Surveys at page _____ at the request of _____

Manager Superintendent of Records

SURVEYOR'S CERTIFICATE

JERRY G. MORRIS STATE OF WASHINGTON REGISTERED PROFESSIONAL LAND SURVEYOR

This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Survey Recording Act at the request of CITY OF BREMERTON in SEPTEMBER, 1983

Jerry G. Morris

Certificate No. 17673

RECORD SURVEY
For
CITY OF BREMERTON
DNR LEASE
HIGH AVE. OUTFALL

Subject, however, to an easement for a right of way for a cathodic protection groundbed granted to Cascade Natural Gas Corporation, on June 24, 1975 under Application No. 37928.

Subject, however, to any rights granted to Port Washington Properties, Inc. under Harbor Area Lease Nos. 2399, 2396, 2332, and 2523.

Subject, however, to an easement for a right of way for submarine telephone cable granted to Pacific Telephone and Telegraph Co., January 11, 1957. under 23150.

23150.
39312
29122

Subject, however, to an easement for a right of way for aerial transmission lines granted to Puget Sound Power and Light Co., January 3, 1977 under Application 39312.

Subject, however, to easement for rights of way for a submarine gas pipeline granted to Cascade Natural Gas Corporation on May 26, 1964, under Application No. 29122.