

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

*Louisa
Fitzwater
377-3382*

INTERAGENCY AGREEMENT NO. 20-008845

WHEREAS improvement of public access to aquatic lands is an established legislative policy; and

WHEREAS mutual public service objectives can be satisfied through the following actions; therefore

BY THIS AGREEMENT, by and between the STATE OF WASHINGTON, acting by and through the Commissioner of Public Lands, hereinafter called the State, and the PORT OF ILLAHEE, hereinafter called the Agency, the State authorizes use without fee by the Agency of a tract of state-owned aquatic land to be used for a pier, ramp, floats, and piling. The tract of state-owned land is located in Kitsap County, Washington, described as:

That portion of the bed of Port Orchard owned by the state of Washington, situate in front of Public Street, Ocean View Boulevard, and All View Boulevard as shown on the plat of Illahee, a recorded plat in Section 31, Township 25 North, Range 2 East, W.M., and included in a tract described as follows:

Commencing at the monument at the intersection of Ocean View Boulevard, All View Boulevard, and Public Street, as shown on the plat of Illahee, thence North 89° 59' 40" East along the centerline of said Public Street 253.25 feet to the meander line, continuing thence along said centerline produced to the line of extreme low tide and the true point of beginning of this description; thence northerly along said line of extreme low tide to a point which is 50 feet distant northerly when measured at right angles to the produced centerline of said Public Street, thence North 89° 59' 40" East 110 feet, thence South 11° 31' 50" East 102.04 feet, thence South 89° 59' 40" West to the line of extreme low tide, and thence northerly along said line of extreme low tide to the point of beginning, containing an area of 0.25 acres, more or less.

SECTION 1 OCCUPANCY

- 1.1 Term: 30 years from May 28, 1985.
- 1.2 The Agency must continuously own or lease the abutting uplands.
- 1.3 This agreement or any portion thereof, may not be assigned nor may the lands held thereunder be sublet.
- 1.4 The Agency may cancel this agreement at any time upon 30 days' notice, provided that the Agency satisfies the State's requirements regarding the removal of improvements (3.3).

SECTION 2 OPERATION

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

2.2 The State reserves the right to grant easements and other land uses on the premises to itself and others, when the easement or other land uses applied for will not unduly interfere with the use to which the Agency is putting the premises, or interfere unduly with the approved plan of development for the premises.

2.3 Use of the aquatic land shall be consistent with Department of Natural Resources Public Use Policy:

a. Be available daily to the public on a first-come first-served basis and may not be leased to private parties on any more than a day-use basis; and

b. Cannot be managed to produce a profit for a concessionaire or the administering agency, even though such use may provide a public service; and

c. If the general public is charged a use fee in connection with use of the property, the fee cannot exceed the direct operating cost of the facility including reasonable depreciation; and

d. Auditable records must be kept so that the facility manager can adjust the fees accordingly and so the State can effectively inspect the operation for compliance with the agreement.

2.4 In connection with use of the premises the Agency shall:

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

b. Remove no valuable material without prior written consent of the State.

c. Not fill or cause to be filled, any of the lands covered by this agreement without prior approval of the State.

2.5 The Agency shall not allow debris or refuse to accumulate on any of the lands covered by said agreement, caused either by itself or any person authorized on the lands by the Agency. Failure to comply with this provision shall be cause to permit the State to remove the debris and refuse and collect the cost of such removal from the Agency and/or cancel this agreement.

SECTION 3 IMPROVEMENTS

3.1 The Agency shall install no improvements without the approval of the State.

3.2 The Agency, at its 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 wear and tear.

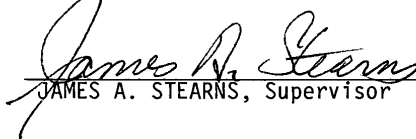
3.3 Within six months of the date of termination of this agreement in whole or part, or within such longer period designated by the State, the Agency shall cause to be removed at its own expense, all improvements placed on the land as provided for under this agreement.

In those cases where such action is not taken by the Agency, the State may remove the improvements charging said Agency for the full cost of the removal.

The Agency expressly agrees to all covenants and conditions hereinbefore specified.

Executed this 11th day of May, 19 88.

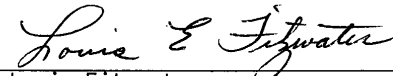
STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES



JAMES A. STEARNS, Supervisor

Signed this 12 day of April, 19 88.

PORT OF ILLAHEE



c/o Louis Fitzwater
4425 Fir Drive NE 5558 SUNRISE TERR. N.E.
Bremerton, WA

PROOF READ VM

20-008845
25MS3 8845.1

STATE OF WASHINGTON)
County of Shuiston) ss.

I certify that I know or have satisfactory evidence that James A. Stearns
JAMES A. STEARNS

signed this instrument, and oath stated that he was authorized to execute the instrument and acknowledged it as the Supervisor of the Department of Natural Resources, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: May 11, 1988

Sheri Yorker
Notary Public in and for the
State of Washington

My appointment expires 2-1-89

(Seal or stamp)

STATE OF WASHINGTON)
County of Kitsap) ss.

I certify that I know or have satisfactory evidence that Louis Fitzwater
name of person

signed this instrument, and oath stated that (he/she/they) (was/were) authorized to execute the instrument and acknowledged it as the Commissioner
(type of authority, e.g., officer, trustee,

Post of Idlakee
partner, marital community, etc.) of (name of party(ies) on behalf of whom instrument

was executed) to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in the instrument.

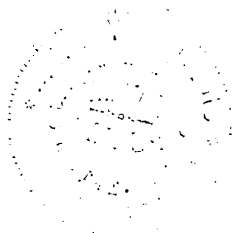
Dated: April 12, 1988

Ella Rubens
Notary Public in and for the
State of Washington

My appointment expires

June 2, 1989

(Seal or stamp)

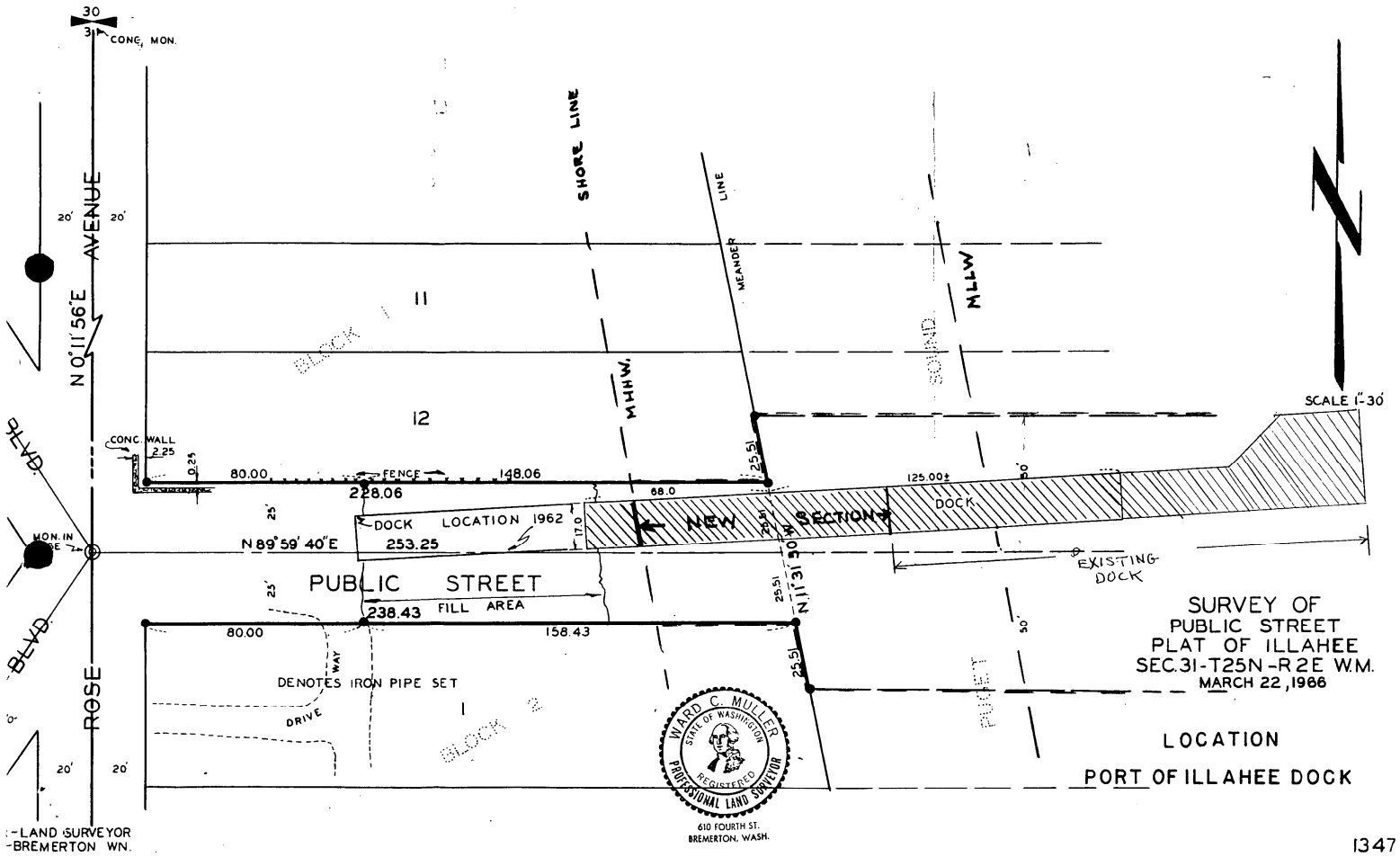


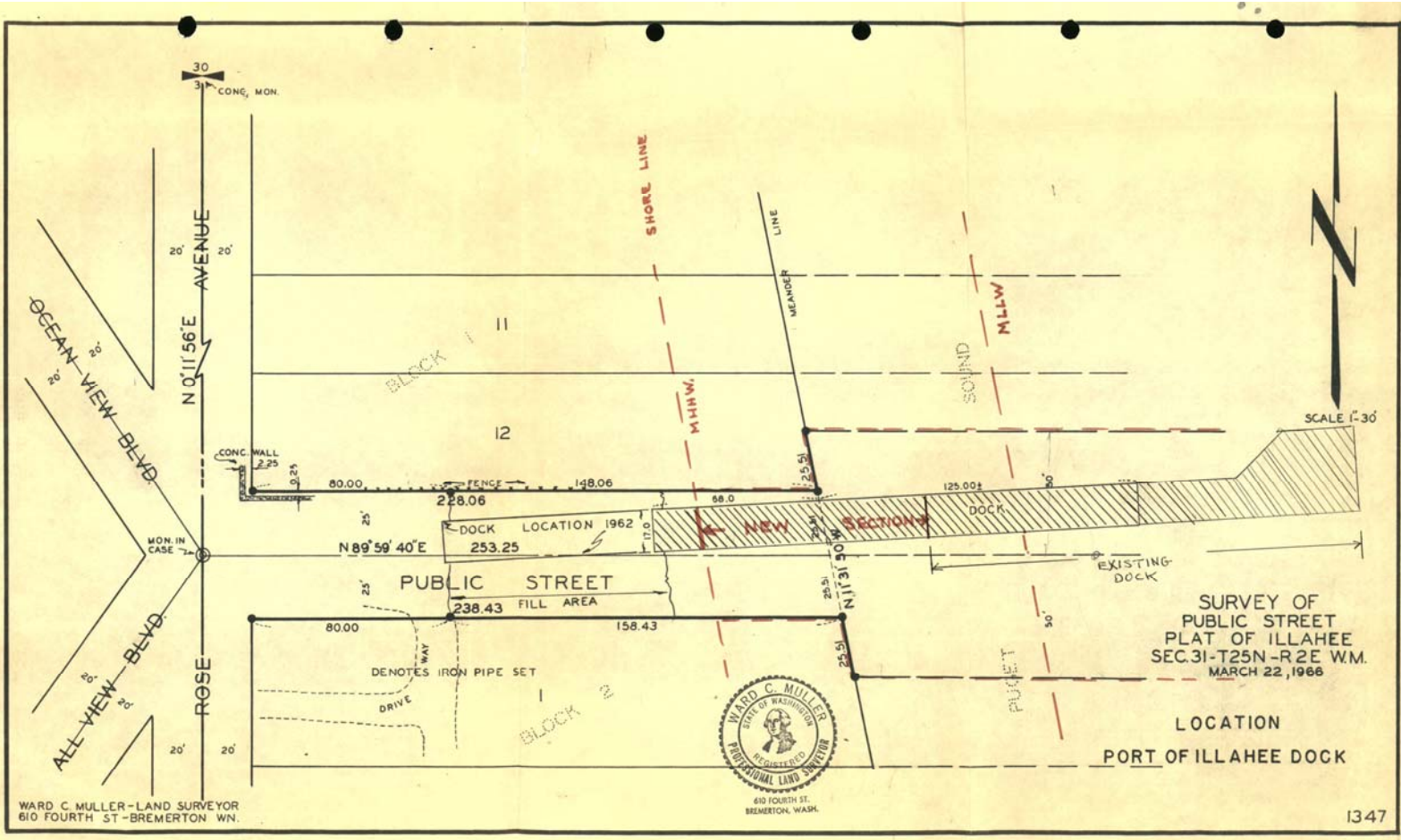
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SCANNED

JUN 26 2007

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WARD C. MULLER - LAND SURVEYOR
 610 FOURTH ST - BREMERTON, WN.



SURVEY OF
 PUBLIC STREET
 PLAT OF ILLAHEE
 SEC. 31-T25N-R2E W.M.
 MARCH 22, 1966

LOCATION
 PORT OF ILLAHEE DOCK

SCALE 1"=30'