

AMENDMENT TO AGREEMENT
CONCERNING PROPOSED BOAT HARBOR

The following amendment is made to Section II of the August 16, 1972, Agreement Concerning Proposed Boat Harbor between the City of Port Orchard and the Port of Bremerton.

Section II of this agreement is hereby changed to read:

For the purpose of the Port's development, maintenance and operation of a small boat harbor, the City agrees to authorize the Port exclusive and unrestricted use, control and management of all of the water area and a portion of the upland area leased by the City from the Washington State Department of Natural Resources under the Harbor Area lease #2582. One of the two upland portions to be used, controlled and managed by the Port includes all that area within the lease area north of and including the sidewalk fronting the boat harbor except that area utilized by the City for City sewer facilities. Necessary boat harbor facilities to be located within this upland area include piers, bank stabilization, utilities, walkways, fencing, marina restrooms, maintenance shop and office. Further, a second upland portion of this lease area will be designated by the City for the use, control and management by the Port for the location of parking stalls for boat harbor use.

Dated at Port Orchard, Washington, this 13th day of December, 1985.

City of Port Orchard

Susan Walker
Mayor

Port of Bremerton

Robert S. O'Connell
President

Attest:

Patricia Hough
Clerk

Attest:

David L. ...
Secretary

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AGREEMENT CONCERNING PROPOSED BOAT HARBOR

IT IS HEREBY UNDERSTOOD and agreed, by and between THE CITY OF PORT ORCHARD, a municipal corporation of the State of Washington, hereinafter referred to as "City" and the PORT OF BREMERTON, a municipal corporation of the State of Washington, hereinafter referred to as "Port", in consideration of the mutual undertakings of the parties, as follows:

I.

The Port of Bremerton will construct a small boat harbor for approximately 340 boats, together with a new parking area along the shoreline of the City of Port Orchard if permitted to do so by current governmental regulations imposed by the State of Washington and the United States. The construction is to be in accordance with that depicted on Plan No. 5966A-03 dated December, 1971, of Reid, Middleton and Associates, the Project Engineer. The said plan is entitled Port Orchard Proposed Boat Harbor Plan "C".

II.

City agrees to authorize the exclusive and unrestricted use for the purpose of the small boat harbor of the water area leased by City from the Washington State Department of Natural Resources.

III.

City agrees to provide an entrance to the parking area to be constructed by developing and paving Harrison Street within the City of Port Orchard from Bay Street to the said parking lot. An access entrance from the private parking area south of the present location of the Washington State Liquor Store adjacent to the site should be provided to the Harrison Street extension. All of these things are to be accomplished when funds are available.

IV.

City agrees to extend its water and sewer lines along the existing parking area shoreline so that these services will be available to the restrooms and office buildings to be built ~~*in accordance with existing City Ordinances~~ as a portion of the small boat harbor. Port will make the connections to the extended sewer and water lines on the restrooms, office buildings and other facilities to be built and the sewerage pumpout station on the fueling pier. The parties agree that all shoreside utilities servicing the small boat harbor will be underground, including electrical power and telephone lines. All of these things are to be accomplished when funds are available.

V.

The City of Port Orchard will establish its ordinance prohibiting the discharge of untreated sewage, garbage, litter and other pollutants into the waters of the harbor anchorage or moorage by the users thereof. Appropriate signs outlining these prohibitions will be posted, respectively, by the City and Port in those areas under the cognizance of each.

VI.

City agrees that patrons and users of the small boat harbor shall have the right to use the existing City parking on the parking lot adjacent to the planned construction. Upon completion of construction, the Port will turn over its interest in the new parking area to be constructed to the City of Port Orchard. During construction, City agrees that the contractor and sub-contractors may use areas designated by the City upon the existing adjacent parking lot for material storage and staging and for construction equipment as required. Port will instruct the contractor to use every effort to minimize blockage of existing parking areas and to coordinate contractor's required usage of the area with the Police Department of City.

~~_____~~
~~_____~~
~~_____~~

VII.

The parties agree that they will cooperate in all ways and do or cause to be done and to be executed all those things and instruments necessary to effect the purposes of this agreement and to facilitate the construction contemplated hereby.

VIII.

Port agrees to hold the City harmless, during the construction period contemplated hereby, from all liability, damages or claims and to defend any suits arising from, because of or due to the use by the Port, its agents, employees or construction personnel of city lands and property. Port agrees further that in connection with the property described in Paragraph II of this agreement it will hold City harmless from all loss, claim, damages and defend all suits arising due to the use by Port of the said described property as, for and in connection with the Marina, without limitation as to time and so long as the said property shall be so used.

DATED at Port Orchard, Washington, this 16th day of August, 1972.

CITY OF PORT ORCHARD

BY Paul D. Powers, Jr.
PAUL D. POWERS, MAYOR

Attest:

R.G. Lloyd
R.G. LLOYD, Clerk

Attest:

Joseph E. Riches
Secretary

THE PORT OF BREMERTON

BY William E. Meyer
Chairman

STATE OF WASHINGTON)
) ss
COUNTY OF KITSAP)

On this 16th day of August, 1972, before me personally appeared Paul D. Powers, Jr. and Robert G. Lloyd to me known to be the Mayor and City Clerk respectively of the City of Port Orchard, a municipal corporation of the State of Washington, that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said City 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 City.

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

William Unterwiesing
Notary Public in and for the
State of Washington, residing
at Port Orchard

STATE OF WASHINGTON)
)
COUNTY OF KITSAP)

On this 22nd day of August, 1972, before me personally appeared Herbert E. Loop and RALPH B. ERICKSON to me known to be the Chairman and Secretary respectively, of the corporation that executed the 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 are authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

James H. [Signature]
Notary Public in and for the State
of Washington, residing at BREMERTON