



**PO Box 1180 • Port Townsend, WA 98368**

**Administration: (360) 385-0656**

**Operations: (360) 385-2355**

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**Port of Port Townsend  
Special Meeting Agenda  
Thursday, January 2, 2020, 9:30 a.m.  
Port Commission Building  
333 Benedict Street  
Port Townsend, WA 98368**

- I. Call to Order / Pledge of Allegiance
- II. Swearing in new Commissioner, Pam Petranek ..... 1
- III. Approval of Agenda
- IV. Public Comments
- V. Consent Agenda
  - A. Approval of Public Workshop Meeting Minutes – December 11, 2019 ..... 2
  - B. Approval of Regular Business Meeting Minutes – December 11, 2019..... 3-7
  - C. Approval of Warrants
- VI. Second Reading - *none*
- VII. First Reading - *none*
- VIII. Regular Business
  - A. Co-op Property Acquisition & Lease Amendments..... 8-46
  - B. Election of Commission Officers: President, Vice President & Secretary
  - C. 2020 Committee Assignments for Port Staff and Commissioners .....47-48
- IX. Staff Comments
- X. Commissioner Comments
- XI. Next Public Workshop / Regular Business Meeting:  
Wednesday, January 08, 2020. Workshop at 9:30 AM, Meeting at 1:00 PM  
Port Commission Building, 333 Benedict Street, Port Townsend, WA
- XII. Executive Session - *none*
- XIII. Adjournment



STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF JEFFERSON     )

## ***Oath of Office***

***I, Pam Petranek, do solemnly swear (or affirm) that I will support the Constitution of the United States, the Constitution and laws of the State of Washington, and all local ordinances, and that I will faithfully and impartially perform and discharge the duties of the office of:***

***Port of Port Townsend  
Commissioner, District 1  
(4 year term)***

***In and for Jefferson County, Washington, according to law, to the best of my ability.***

**X** \_\_\_\_\_

***Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.***

**X** \_\_\_\_\_  
***(Any person authorized to administer)***

\_\_\_\_\_  
***(Title)***

Received by Auditor: \_\_\_\_\_

## **PORT COMMISSION PUBLIC WORKSHOP – December 11, 2019**

The Port of Port Townsend Commission met for a Public Workshop in the  
Port Commission Building: 333 Benedict Street, Port Townsend, WA 98368

Present: Commissioners Hanke, Putney & Tucker  
Executive Director Pivarnik  
Finance Director & Port Auditor Berg  
Recorder Erickson  
Deputy Director Toews

### **I. CALL TO ORDER:**

Commissioner Putney called the Workshop to order at 9:30 AM

### **II. AGENDA:**

- Introduction of the Draft Comprehensive Scheme of Harbor Improvements Update

### **III. ADJOURNMENT:**

The Workshop adjourned at 10:44 AM.

ATTEST:

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Stephen R. Tucker, Secretary

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William W. Putney III, President

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Peter W. Hanke, Vice President

## PORT COMMISSION SPECIAL BUSINESS MEETING – Wednesday, December 11, 2019

The Port of Port Townsend Commission met for a special business session at the Commission Building, 333 Benedict Street, Port Townsend, WA

Present: Commissioners Hanke, Putney & Tucker  
Executive Director Pivarnik  
Deputy Director Toews  
Attorney Chmelik  
Port Recorder Erickson  
Finance Director & Port Auditor Berg

### I. CALL TO ORDER/PLEDGE OF ALLEGIANCE:

Commissioner Putney called the meeting to order at 1:00 p.m.

### II. APPROVAL OF AGENDA (00:22):

Executive Director Pivarnik asked for item IV. C. Revised Organizational Chart to be moved down under Regular Business (VII. F.) in order to allow time to answer questions about the changes.

**Commissioner Tucker moved to approve the Agenda as modified.**

**Commissioner Hanke seconded the motion.**

**Motion carried by unanimous vote.**

### III. PUBLIC COMMENTS (00:56):

Bertram Levy commented on boat storage at Boat Haven sharing ideas for long-term & immediate dry storage for boats not used often to free up moorage space, and to move derelict boats to a less valuable port storage area. A discussion ensued about ideas for utilizing more space in the shipyard and freeing up space in the marina.

Pam Petranek thanked Commissioner Tucker for his years of public service, stating that now that she is taking his seat as commissioner she understands how much a commissioner gives up of their own to learn as much as they can. She encouraged him to be a resource for this commission, and stated that she hoped to carry on some of the things he helped to start like affordable public access, citizen participation, and working on the environment.

Commissioner Tucker stated that he planned to be a resource and to stay active as a citizen.

Bob Frank of Admiral Ship Supply asked if meeting materials could come out on a weekday rather than a weekend, since they go to his work email.

### IV. CONSENT AGENDA (09:05):

A. Approval of Special Business Meeting Minutes – November 26, 2019

B. Approval of Warrants

Warrant #061408 through #061421 in the amount of \$68,170.96 for Payroll & Benefits and Electronic Payment in the amount of \$116,651.38 for Payroll & Benefits.

Warrant #061422 through #061458 in the amount of \$23,760.96 for Accounts Payable.

**Commissioner Tucker moved to approve the Consent Agenda as amended.**

**Commissioner Hanke seconded the motion.**

**Motion carried by unanimous vote.**

V. SECOND READING – NoneVI. FIRST READING – NoneVII. REGULAR BUSINESS (09:19)A. Resolution 712-19 to establish a dedicated reserve account for IDD monies (11:34)

Finance Director Berg explained that this resolution sets up a separate reserve fund for those monies collected from the IDD tax levy; the Jefferson County Assessor and Treasurer have assured the Port that those monies will be deposited directly into this separate reserve account. She assured the commission that this reserve account will also be tracked separately in the Port's accounting system. This resolution outlines that, and as per statute allows it to be carried over year to year. Although the Port does not anticipate this happening, item 3 states that if the monies don't get used for capital projects, it can be used to extinguish Limited General Obligation Tax (LTGO) debt.

Commissioner Hanke clarified that the Port could choose to leave the funds in an interest-bearing account, rather than being required to pay off debt. Finance Director Berg assured him that this was true. Attorney Chmelik elaborated that it would only be if you had no capital projects to spend the money on that the Port would use the funds to retire G.O. debt. Commissioner Putney clarified that the funds were sequestered and therefore easily identified, and Finance Director Berg asserted this was true.

**Commissioner Hanke moved to approve the Resolution.**

**Commissioner Tucker seconded the motion.**

**Motion carried by unanimous vote.**

B. Schooner Martha Lease (11:42)

Deputy Director Toews stated that the Port is pleased to continue to accommodate the Schooner Martha Foundation in a building adjacent to Puget Sound Express in Point Hudson. He described the property as a unique building that is a glorified shed with a partial dirt floor and no plumbing or heat. There is a small office space, but it is primarily for materials storage and work related to the foundation's mission. What is proposed is a five-year lease with a five-year option to renew.

**Commissioner Tucker moved to approve the Schooner Martha Lease.**

**Commissioner Hanke seconded the motion.**

**Motion carried by unanimous vote.**

C. Revision Marine Lease (14:00)

Deputy Director Toews introduced and described the space for this business in Boat Haven that is working on cutting-edge, zero-carbon alternatives for vessel propulsion. They were occupying this space as a sub-tenant and are now seeking to be the lessee. The space is adjacent to Key City Fish in a 2400 ft<sup>2</sup> marine-related, light-industrial building. This is a start-up business requesting a five-year, fixed-term lease. Mr. Toews called attention to a correction to the packet provided earlier relating to the deposit amount. The Port hopes to provide what amounts to incubator space for new business. Commissioner Putney commented that this sounds like a great business for the Port to get into.

**Commissioner Hanke moved to approve the Revision Marine Lease with corrections.**

**Commissioner Tucker seconded the motion.**  
**Motion carried by unanimous vote.**

**D. 2020 Rate Correction (18:00)**

Finance Director Berg explained that the rates the commission approved on November 26 had a few typos. She went over a handout explaining the updates to the rate sheets, and an added rate for boat on trailer in Quilcene, which the Port did not previously have at that location.

**Commissioner Tucker moved to approve the 2020 Rates as corrected.**  
**Commissioner Hanke seconded the motion.**  
**Motion carried by unanimous vote.**

**E. Co-op Property Acquisition & Lease Amendments (19:48)**

Executive Director Pivarnik introduced and described this draft real-estate transaction with the Co-op, who purchased the Townsend Bay building quite a few years ago. Over the years their business model has shifted to bigger boats, and most of their activity is in the ship yard now. The Co-op still has a space in the yard that has mainly been rented to Craftsmen United and another small Marine Trade business. The Port and the Co-op have worked together on a deal where the Co-op relinquishes their lease hold, and deeds over to the Port all buildings (valued at \$655,000) in exchange for 4 adjacent spots in the ship yard, allowing them to expand. They will rent this space from the Port and will run concurrent with their lease through 2050. This gives the Port space for long-term boat storage, and allows the Port to work directly with Craftsmen United and other small business(es). After analysis, the Port recommends that we move forward, but there remain a lot of moving pieces, and the Port is working with the Port Attorney to create the needed documents for this transaction. Commissioner Putney clarified that this was not a property swap per se, but the value in the Co-op building in exchange for what we would charge them to lease the spots they want. Executive Director Pivarnik agreed that this was a very complex deal and but that it had been a painless task working with Co-op members on it. Commissioner Tucker stated that this was a very forward-thinking idea and was pleased that it came together. Finance Director Berg clarified that the Port will still bring forward the lease amendment to the commission for approval. Executive Director Pivarnik agreed that the intent was for this to be effective the first of the year, and staff would bring back to the commission the actual lease documents for them to approve. At this time staff are asking the commission to approve the Port to move forward with this transaction, so they can prepare the quitclaim deed and other documents.

**Commissioner Hanke moved to give the Port direction to move forward on this transaction.**  
**Commissioner Tucker seconded the motion.**  
**Motion carried by unanimous vote.**

**F. Revised Organizational Chart (26:26)**

Executive Director Pivarnik explained that over the last 12 years the Port has worked with Skookum to provide janitorial services, but the price had increased so much that it is now less expensive to hire a custodian to work directly for the Port. The revised organizational chart shows one FTE for custodian, who would work Saturday-Wednesday, plus one FTE for yard and custodian – the custodian portion would cover Thursday-Friday and holidays not covered by the other custodian, in addition to yard duties. Mr. Pivarnik felt that with

the partnership between yard and maintenance teams, the Port could get custodial work done more efficiently and cheaper than through hiring Skookum to do the work for us. Commissioner Tucker clarified that this hire would cover its costs just by the reduction in janitorial costs, as well as open up lease potential with the Skookum Building, and stated that it was something he had been wanting to do for a long time.

**Commissioner Tucker moved to approve the new Organizational Chart.**

**Commissioner Hanke seconded the motion.**

**Motion carried by unanimous vote.**

#### VIII. STAFF COMMENTS (30:33):

Finance Director Berg commented that she'd been working on the application and interview process for the new positions covered in the revised Org Chart, and that the Port was getting new phone service and equipment.

Port Attorney Chmelik mentioned that they were holding their annual port leasing seminar the 28<sup>th</sup> of February 2020 at Bellingham International Airport.

Deputy Director Toews shared that Port staff have a preconstruction meeting with Scarcella brothers on January 18, and once preconstruction materials are in hand, they're looking to meet with pilots at JCIA in late February/early March coordinate with everyone the timing of what will be happening when on the airport runway project.

Executive Director Pivarnik reminded the commission about the Deck the Docks event – cosponsored by the Port, the Yacht Club, the Moorage Tenants, and the Marine Trades – to be held Thursday, December 12, 2019, starting at 3:30. There will be a community photo, refreshments and lights on the docks and boats, as well as music. He encouraged everyone to attend and help us celebrate a great year.

#### IX. COMMISSIONER COMMENTS (33:39):

Commissioner Tucker stated that since this was his last meeting, he wanted to say how much of an honor it has been for him to serve and that being chosen by the community to help lead the Port has been something he hasn't taken lightly – difficult at times, but always fulfilling.

Commissioner Putney commented that this commission, with their different personalities, really made a strong coalition and were able to come to consensus on a lot of things. He stated that Commissioner Tucker's service on this commission for the last 8 years has been a tremendous gift to the community.

Commissioner Hanke stated he'd known Commissioner Tucker a long time, serving together for six years now, and that he had learned to lead calmly and gracefully from Commissioner Tucker through some really tough, interesting times. He commended Commissioner Tucker for demonstrating what it means to be apolitical and thanked him for his service to the Port.

#### X. NEXT PUBLIC WORKSHOP / REGULAR BUSINESS MEETING (37:42):

Thursday, January 2, 2020: Special Meeting (to approve warrants) at 9:30 am

Wednesday, January 8, 2020: Workshop at 9:30 am, Meeting at 1:00 pm

Port Commission Building, 333 Benedict Street, Port Townsend, WA

Executive Director Pivarnik stated that Pam Petranek would be sworn in at the special January 2 meeting. Commissioner Putney stated that it would be a monumental point in the Port's history – the first woman on the commission in its nearly century-old existence – in his opinion, it is well overdue. Commissioner Hanke commented that he was excited to have Ms. Petranek on the commission, that she had already been hard at work learning about the commission, and that he was looking forward to working with her.

XI. EXECUTIVE SESSION (38:00)

A. Evaluating the Qualifications of Applicants for Public Employment RCW 42.30.110 (1)(g)

Commissioner Putney commented that the commission did not anticipate there would be any decisions coming out of this session, and they expected that it would take an hour.

XII. ADJOURNMENT (39:58):

The meeting adjourned at 1:40 p.m. into executive session, there being no further business to come before the Commission.

ATTEST:

\_\_\_\_\_  
William W. Putney III, President

\_\_\_\_\_  
Stephen R. Tucker, Secretary

\_\_\_\_\_  
Peter W. Hanke, Vice PresidentS



# PORT OF PORT TOWNSEND

## AGENDA COVER SHEET

<b>MEETING DATE</b>	January 2, 2020
<b>AGENDA ITEM</b>	<input type="checkbox"/> First Reading <input type="checkbox"/> Second Reading <input checked="" type="checkbox"/> Regular Business
<b>AGENDA TITLE</b>	VIII. A. Co-op Property Acquisition & Lease Amendments
<b>STAFF LEAD</b>	Name, Title
<b>REQUESTED</b>	<input type="checkbox"/> Information <input type="checkbox"/> Motion <input type="checkbox"/> Action <input checked="" type="checkbox"/> Discussion
<b>ATTACHMENTS</b>	A. Informational Memo B. Lease Termination Agreement & Property Transfer Agreement C. Land Lease Amendment

# PORT OF PORT TOWNSEND

## INFORMATIONAL MEMO

**DATE:** 1/2/2020  
**TO:** Port Commission  
**FROM:** Jim Pivarnik, Executive Director  
**SUBJECT:** Co-op Property Acquisition & Lease Amendments

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### **BACKGROUND:**

On December 11<sup>th</sup> the Commission approved in concept a property transfer agreement and land lease amendment for the Shipwrights co-op. Staff with the help of our attorney have been working on getting all of the paperwork together to complete this transaction. Attached please find all of the paperwork needed to execute transfer of property and expand the Co- op's leasehold interest.

### **RECOMMENDATION:**

Authorize Executive Director to execute lease termination agreement, property transfer, and lease amendment documents.

### **ATTACHMENTS**

- Lease Termination Agreement & Property Transfer Agreement
- Land Lease Amendment

**PORT OF PORT TOWNSEND:  
BOAT HAVEN LAND LEASE TERMINATION AGREEMENT  
AND  
PERSONAL PROPERTY TRANSFER AGREEMENT**

THIS BOAT HAVEN LAND LEASE TERMINATION AND PERSONAL PROPERTY TRANSFER AGREEMENT (the "**Agreement**"), dated this 2<sup>nd</sup> day of January, 2020 (by and between the Port of Port Townsend, a Washington municipal corporation (the "**Port**" or the "**Lessor**") and the Port Townsend Shipwrights, Inc. a Washington corporation ("**Lessee**"). The Port and Lessee are individually and collectively referred to in this Agreement as the "**Parties**".

**WHEREAS**, the Port and Lessee entered into a Land Lease (the "**Land Lease**") dated August 1, 2009, with respect to certain real property at the Port's Boat Haven Facility abutting vacated 10<sup>th</sup> Street in Section 10, Township 30 North, Range 1 West, W.M., in Port Townsend, Jefferson County, Washington, legally described on **Exhibit "A"** attached herein (the "**Premises**"). The Land Lease was recorded in the Jefferson County Auditor's Office on September 2, 2009, under Recording No. 546274.

**WHEREAS**, the Land Lease was for a term of twenty-five (25) years, beginning August 1, 2009, and ending July 31, 2034.

**WHEREAS**, Lessee constructed and/or moved four (4) buildings onto the Premises to make the Premises suitable for marine-related construction and repair activities together with fixtures and improvements appurtenant to the building (the "**Buildings**").

**WHEREAS**, Lessee continues to operate on and sublease portions of the Premises (the "**Sublease(s)**") as a marine-related construction and repair complex. A list of Subleases is attached hereto as **Exhibit "B"**.

**WHEREAS**, Lessee desires to terminate the Land Lease and, as an inducement to the Port to enter into this Agreement, the Lessee hereby (i) conveys all right, title and interest in Buildings and (ii) assign the Lessee's interest in all Subleases to the Port.

**NOW THEREFORE**, for valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, the Parties covenant and agree as follows:

1. **RECITALS INCORPORATED AND EXHIBITS.** The foregoing recitals are incorporated within this Agreement by this reference as though fully set forth. The following exhibits are herein incorporated by reference.

Exhibit "A"	Legal description of Premises
Exhibit "B"	List of Subleases
Exhibit "C"	Statutory Warranty Deed
Exhibit "D"	Sublease's Estoppel Certificate
Exhibit "E"	Release of Leasehold Interest

2. **TERMINATION OF LAND LEASE.** The Land Lease shall expire and shall be deemed terminated effective January 2, 2020 at 11:59 p.m. (the "**Termination Date**").

**3. TRANSER OF BUILDINGS.** The Lessee hereby transfers all right title and interest in and to the Buildings to the Port. The Buildings and the Premises have been inspected by the Port and the Port hereby accepts the Buildings and the Premises free and clear of all encumbrances and without and representation or warranty of Lessee concerning the condition of the Premises or Buildings except as contained herein.

3.1. **Statutory Warranty Deed.** The Buildings and all other Lessee owned improvements located on the leasehold will be transferred free and clear of all encumbrances except as noted herein via Statutory Warranty Deed, the form of which is attached hereto as Exhibit "C".

3.2. **Personal Property/Real Property Tax.** The Lessee shall be responsible for a pay all personal property tax and/or real property tax accrued against the Building on or before the Termination Date. It is noted that the Port is exempt from imposition of personal property tax and real property tax.

3.3. **Release by the Port for Buildings.** In part consideration for this Agreement the Port hereby releases the Lessee, its officers, directors, shareholders and agents form any and all claims, known or unknown, from any claim concerning the condition of the Buildings except for a breach of any representation and warranty herein.

**4. ASSIGNMENT OF SUBLEASES.** The Lessee hereby assigns all its right, title and interest in the Subleases to the Port.

4.1 **Representations and Warranties of Lessee Concerning Subleases.** As part consideration and as an inducement to the Port to enter into this Agreement the Lessee makes the following representations and warranties with regard to the Subleases.

a. **Accuracy of Exhibit "B".** Exhibit "B" is true and accurate.

b. **Subleases in Effect.** Each Sublease (i) has been duly executed and accepted by Lessee and the sublessee (ii) is in full force and effect, and (iii) has not been modified or changed, either in writing or orally, except noted in Exhibit "B".

c. **No Default.** To the best knowledge of Lessee, as of the Termination Date as to each Sublease (i) all conditions and obligations to be performed by either Lessee or sublessee the Lease, to the date hereof, have been satisfied; (ii) there exists no breach, default, or event or condition which, the giving of notice or the passage of time, or both, would constitute such a breach or default under a Subleases; and (iii) there are no existing claims, defenses or offsets against obligations of either the Port or the Lessee under any Sublease, including any against rents due or to become due under the terms of any Sublease.

d. **Entire Agreement.** Each Sublease constitutes the entire agreement between Lessee and the respective sublessee and Lessee shall not enter into any modifications or terminations of any Sublease prior to the Termination Date.

e. **Prepaid Rent - Deposits.** Except as noted in Exhibit "B" there are no prepaid rents for rent due beyond the Termination Date for any Sublease and there are no deposits.

5. **REPRESENTATIONS AND WARRANTIES – BUILDINGS CONDITION AND LESSEE’S POWER** The Lessee makes the following representations and warranties to the Lessor.

a. **Building Condition.** To Lessee’s Knowledge, Lessee is not aware of any respect in which the materials, data or other information supplied to the Port in connection with the Port’s inspection of the Buildings are incomplete or inaccurate.

b. **Status of Land Lease.** Lessee represents and warrants that Lessee has not sold, assigned, transferred or conveyed its leasehold estate under the Land Lease, except for the Sub-Leases listed on Exhibit “B” as updated as of the Lease Termination Date.

c. **No Violations.** To Lessee’s knowledge, Lessee has not received any written notice which remains uncured in accordance with applicable law from any governmental body having jurisdiction over the Premises as to the violation of any laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions, or requirements. To Lessee’s Knowledge, in the five (5) years preceding the Lease Termination Date, Lessee has received no written notice of any failure of the Premises to comply with any requirements of: 1) any insurance company which issued any insurance policy insuring the Premises; 2) any board of fire underwriters or other body exercising similar functions; 3) any bonding company; or 4) any mortgagee having a security interest in the Premises, which failure could adversely affect the insurability of the Premises or cause the imposition of extraordinary premiums or charges therefor or result in the cancellation of any insurance policy insuring the Premises. Lessee represents that, to Lessee’s knowledge, as of the Termination Date there is no set of facts or circumstances that do or would (either alone or with the giving of notice and/or the passage of time) constitute a breach under the Original Land Lease on the part of the Lessee except any deferred maintenance items listed on Exhibit “B”.

d. **Permits & Licenses.** To Lessee’s knowledge, Lessee has obtained all permits and licenses (the “Licenses”) from governmental authorities required for the Buildings and improvements upon the Premises, and its operations upon the Premises. Each of the Licenses is in full force and effect and in good standing, and Lessee has not received notice of any intention on the part of the issuing authority to cancel, suspend or modify any of the Licenses or institute proceedings to effect such a cancellation, suspension or modification.

e. **No Liens.** All bills and claims for labor performed and services and materials furnished to or for the benefit of the Premises, including all utility bills, have been or will be paid in full, and there are no mechanic’s liens or materialmen’s liens or unpaid utility bills on or which affect the Premises.

f. **Good Standing.** Lessee is a duly organized corporation, validly existing and in good standing under the laws of the State of Washington.

g. **Power and Authority.** Lessee has the authority and power to enter into this Agreement and to consummate the transaction provided for in this Agreement. This Agreement and all other documents executed and delivered by Lessee have been duly authorized and the persons executing this Agreement and such other documents have the power and authority to do so.

h. **Lessee Knowledge.** As used herein, the “Lessee’s knowledge” means the actual knowledge of Christopher Sanok, the individual primarily responsible for oversight of the Premises, as of



11. **NEUTRAL AUTHORSHIP.** Each of the provisions of this Agreement has been reviewed and negotiated and represents the combined work product of all parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

12. **ATTORNEY FEES.** The prevailing party in any action concerning this Agreement shall be awarded their reasonable attorney fees and costs

13. **GOVERNING LAW, JURISDICTION AND VENUE.** This Agreement, and the right of the parties hereto, shall be governed by and construed in accordance with the laws of the State of Washington, and the parties agree that in any such action, jurisdiction and venue shall lie solely and exclusively in Jefferson County, Washington and not in the federal courts of any jurisdiction.

14. **TIME OF PERFORMANCE.** Time is specifically declared to be of the essence of this Agreement and of all acts required to be done and performed by the parties hereto.

15. **NO THIRD-PARTY BENEFICIARIES.** There are no third-party beneficiaries to this Agreement.

16. **COUNTERPARTS AND AUTHORITY.** This Agreement may be signed in counterparts. Each person signing below represents and warrants that they have complete authority to execute this Agreement.

17. **FACSIMILE OR ELECTRONIC PDF FILE TRANSMISSION.** This Agreement and all subsequent notices or modifications may be executed by the parties and transmitted by facsimile or electronic transmission of a PDF file and, if so executed and transmitted this and all subsequent notices or modifications will be for all purposes as effective as if the parties had delivered an executed original.

18. **ENTIRE AGREEMENT.** The entire agreement between the parties hereto is contained in this Agreement (including the predicate clauses), and this Agreement supersedes all their previous understandings and agreements, written and oral, with respect to this transaction. This Agreement may be amended only by written instrument executed by the parties after the date hereof.

**IN WITNESS, WHEREOF,** the parties have executed this Agreement as of the day and year first above written.

LESSEE:

LESSOR:

PORT TOWNSEND SHIPWRIGHTS, INC.

PORT OF PORT TOWNSEND

\_\_\_\_\_  
By: Arren Day  
Its: President

\_\_\_\_\_  
By: Jim Pivarnik  
Its: Executive Director

\_\_\_\_\_  
By: Chris Sanok  
Its: Treasurer

STATE OF WASHINGTON       )  
  ) ss.  
COUNTY OF JEFFERSON     )

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared, ARREN DAY and CHRIS SANOK, to me known to be the authorized representatives of the PORT TOWNSEND SHIPWRIGHTS, LLC, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument on behalf of the corporation.

GIVEN under my hand and official seal this 2<sup>nd</sup> day of January 2020.

\_\_\_\_\_  
Karen J.S. Erickson  
NOTARY PUBLIC in and for the State of Washington,  
residing at Port Townsend  
My commission expires: \_\_\_\_\_



STATE OF WASHINGTON       )  
  ) ss.  
COUNTY OF JEFFERSON     )

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared, JIM PIVARNIK, to me known to be the EXECUTIVE DIRECTOR of the PORT OF PORT TOWNSEND, and acknowledged the said instrument to be the free and voluntary act and deed of said port district, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of the port district.

GIVEN under my hand and official seal this 2<sup>nd</sup> day of January 2020.

\_\_\_\_\_  
Karen J.S. Erickson  
NOTARY PUBLIC in and for the State of Washington,  
residing at Port Townsend  
My commission expires: \_\_\_\_\_

**EXHIBIT "A"**  
**Legal Description of Premises**

See Next Page



**PARCEL DESCRIPTION FOR SHIPWRIGHT'S CO-OP LEASE  
FOR PORT OF PORT TOWNSEND  
June 18, 2009**

Page 1 of 2

THAT PORTION OF TAX LOT NO. 3 AND ABUTTING 10<sup>TH</sup> STREET IN SECTION 10, TOWNSHIP 30 NORTH, RANGE 1 WEST, W.M., JEFFERSON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT MARKING THE CENTERLINE INTERSECTION OF WASHINGTON AND KEARNEY STREETS AS SAID STREETS ARE SHOWN ON THE MAP OF L. B. HASTINGS SECOND ADDITION TO PORT TOWNSEND, RECORDED IN VOLUME 1 OF PLATS, PAGE 29, RECORDS OF JEFFERSON COUNTY, WASHINGTON;  
THENCE SOUTH 59° 27' 47" WEST, A DISTANCE OF 1,172.00 FEET TO A CONCRETE MONUMENT MARKING THE CENTERLINE INTERSECTION OF WASHINGTON AND BENEDICT STREETS, PER SAID PLAT OF L. B. HASTINGS SECOND ADDITION;  
THENCE CONTINUING SOUTH 59° 27' 47" WEST, A DISTANCE OF 1,183.15 FEET;  
THENCE NORTH 30° 32' 13" WEST, A DISTANCE OF 270.73 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE NORTH 29° 48' 10" WEST, A DISTANCE OF 86.79 FEET;  
THENCE SOUTH 89° 06' 41" EAST, A DISTANCE OF 75.98 FEET;  
THENCE NORTH 02° 02' 10" EAST, A DISTANCE OF 67.87 FEET;  
THENCE SOUTH 89° 06' 41" EAST, A DISTANCE OF 20.00 FEET;  
THENCE NORTH 02° 02' 10" EAST, A DISTANCE OF 38.46 FEET;  
THENCE SOUTH 89° 06' 41" EAST, A DISTANCE OF 121.98 FEET;  
THENCE SOUTH 01° 09' 42" EAST, A DISTANCE OF 68.02 FEET;  
THENCE SOUTH 58° 31' 10" WEST, A DISTANCE OF 211.01 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 19,501 SQUARE FEET, MORE OR LESS.

**PARCEL DESCRIPTION FOR SHIPWRIGHT'S CO-OP LEASE  
FOR PORT OF PORT TOWNSEND**

**June 18, 2009**

**Page 2 of 2**

TOGETHER WITH: THAT PORTION OF TAX LOT NO. 3 IN SECTION 10, TOWNSHIP 30 NORTH, RANGE 1 WEST, W.M., JEFFERSON COUNTY, WASHINGTON AND FIRST CLASS TIDELANDS ABUTTING SAID TAX LOT NO. 3 IN THE CITY OF PORT TOWNSEND AND SAID JEFFERSON COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT MARKING THE CENTERLINE INTERSECTION OF WASHINGTON AND KEARNEY STREETS AS SAID STREETS ARE SHOWN ON A MAP OF L. B. HASTINGS SECOND ADDITION TO PORT TOWNSEND, RECORDED IN VOLUME 1 OF PLATS, PAGE 29, RECORDS OF SAID JEFFERSON COUNTY, WASHINGTON;  
THENCE SOUTH 59° 27' 47" WEST, A DISTANCE OF 1,172.00 FEET TO A CONCRETE MONUMENT MARKING THE CENTERLINE INTERSECTION OF WASHINGTON AND BENEDICT STREETS, PER SAID PLAT OF L. B. HASTINGS SECOND ADDITION;  
THENCE CONTINUING SOUTH 59° 27' 47" WEST, A DISTANCE OF 1,183.15 FEET;  
THENCE NORTH 30° 32' 13" WEST, A DISTANCE OF 176.06 FEET;  
THENCE NORTH 59° 55' 24" EAST A DISTANCE OF 63.07 FEET TO THE WESTERNMOST CORNER OF AN EXISTING BUILDING, AND THE TRUE POINT OF BEGINNING;  
THENCE CONTINUING NORTH 59° 55' 24" EAST ALONG THE EXTERIOR BUILDING WALL, A DISTANCE OF 77.85 FEET TO A BUILDING CORNER;  
THENCE NORTH 30° 04' 25" WEST ALONG THE EXTERIOR BUILDING WALL, A DISTANCE OF 39.00 FEET;  
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CONTAINING 3,036 SQUARE FEET, MORE OR LESS

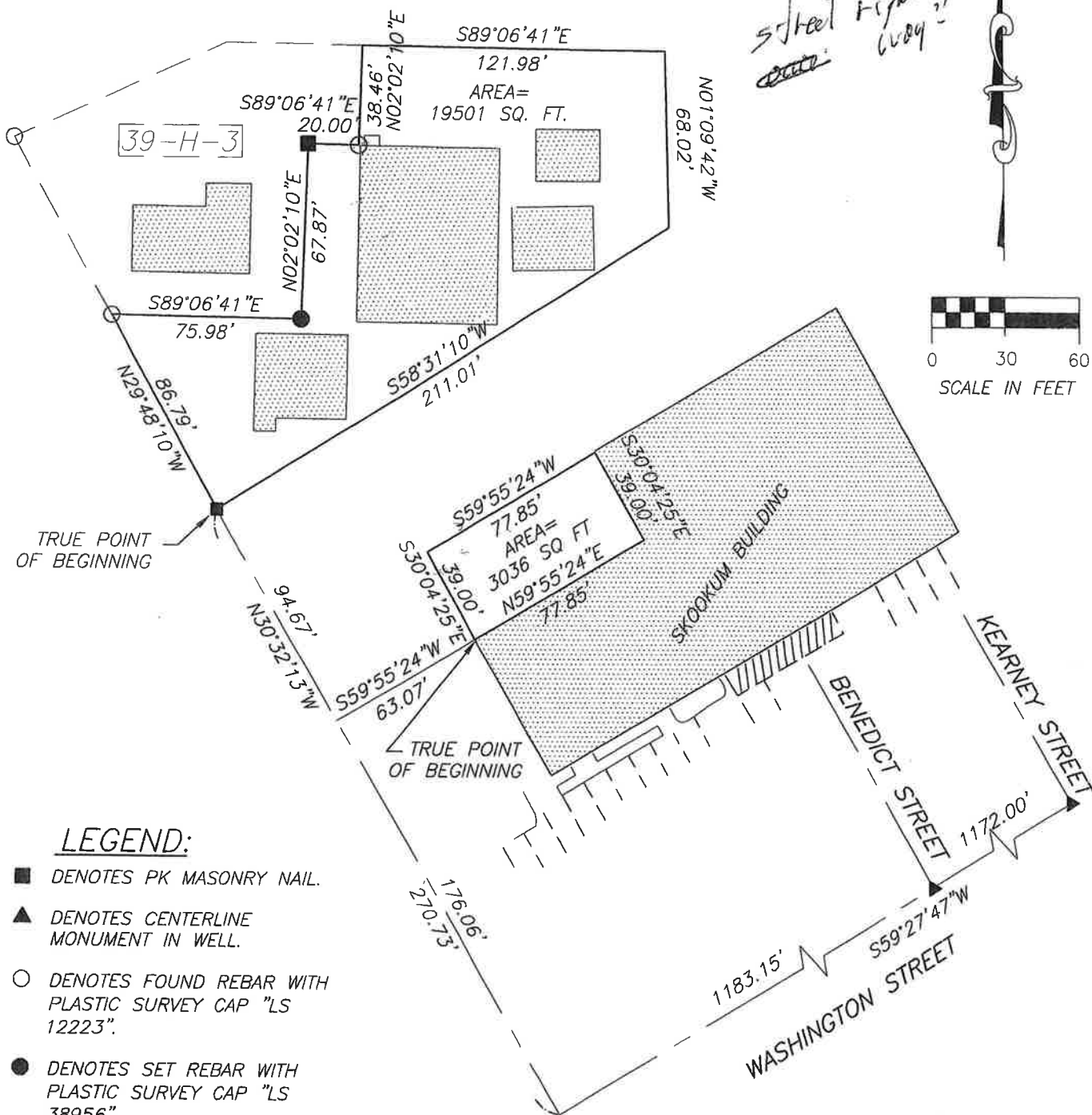
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SKETCH TO ACCOMPANY  
LEGAL DESCRIPTION FOR:

# PORT OF PORT TOWNSEND

## SHIPWRIGHT'S CO-OP LEASE

IN SECTION 11, TOWNSHIP 30 NORTH, RANGE 1 WEST, W.M.  
JEFFERSON COUNTY, WASHINGTON



### LEGEND:

- DENOTES PK MASONRY NAIL.
- ▲ DENOTES CENTERLINE MONUMENT IN WELL.
- DENOTES FOUND REBAR WITH PLASTIC SURVEY CAP "LS 12223".
- DENOTES SET REBAR WITH PLASTIC SURVEY CAP "LS 38956".

JUNE 18, 2009

<div style="display: flex; align-items: center;"> <div style="flex: 1;"> <p>6/18/09 CHANGE LEASE #66 SBC</p> <p>6/18/09 CHANGE LEASE #19H-1&amp;2 SBC</p> <p>3/31/98 CHANGE LEASE #39-H SMP</p> <p>1/20/97 FIRST ISSUED</p> <p>DATE REVISIONS BY:</p> </div> <div style="flex: 1; text-align: center;"> <p>PORT OF PORT TOWNSEND</p> </div> <div style="flex: 1;"> <p>P.O. Box 1180 Port Townsend, WA 98368-4624</p> <p>Phone: (360) 385-0656 FAX: (360) 385-3988</p> </div> </div>			<div style="display: flex; align-items: center;"> <div style="flex: 1;"> <p>LAND SURVEYING</p> <p>MAPPING</p> <p>DEVELOPMENT CONSULTING</p> <p>CONSTRUCTION MANAGEMENT</p> </div> <div style="flex: 1; text-align: center;"> <p>CLARK LAND OFFICE</p> </div> <div style="flex: 1;"> <p>P.O. Box 2199 935 N 5th Ave. Sequim, WA 98382</p> <p>(360) 681-2161 FAX 683-5310 (888) 681-2161</p> </div> </div>	
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**EXHIBIT "B"**  
**Subleases**

	<b>Sublessee</b>	<b>Date of Lease</b>	<b>Lease Expiration Date</b>	<b>Amendments</b>	<b>Monthly Rent</b>	<b>Deposit or Prepaid Rent</b>
1.	Pete Stein, Inc.	May 1, 2019	Month-to month	None	\$809.60 per month	\$1,619.20
2.	Craftsman United, Inc.	Unknown	Month-to month	Verbal agreement	\$5,138.60 + sales tax	\$5,000.00
3.						
4.						
5.						

**EXHIBIT "C"**  
**Form of Statutory Warranty Deed**

See Next Page

Filed for Record at Request of  
Port of Port Townsend  
Jim Pivarnik, Executive Director  
P.O. Box 1180  
Port Townsend, Washington 98368  
(360) 385-0656

**STATUTORY WARRANTY DEED  
(BUILDINGS AND IMPROVEMENTS ONLY)**

**GRANTOR(S):** Port Townsend Shipwrights, Inc. a Washington corporation  
**GRANTEE(S):** Port of Port Townsend, a Washington Municipal corporation  
**ABBREVIATED LEGAL:** A portion of the Boat Haven Facility abutting vacated 10<sup>th</sup> Street in Section 10, Township 30 North, Range 1 West, W.M., in Port Townsend, Jefferson County, Washington  
**ASSESSOR'S TAX PARCEL NUMBER:** 001104002  
**RELATED DOCUMENT(S)** Land Lease recorded September 2, 2009 under Jefferson County Auditor's File No. 546774

---

Grantee is the Lease and Grantor is the Lessor under the terms of that certain Land Lease recorded September 2, 2009 under Jefferson County Auditor's File No. 546774 FOR real property situate in Jefferson County, Washington and legally described on Exhibit "A" attached hereto

Grantee, for and in consideration of and pursuant to that certain Boat Haven Land Lease Termination Agreement and Personal Property Transfer Agreement, conveys and warrants to the Grantor all right title and interest in the buildings and any other improvements appurtenant to and located on the real property located legally described in Exhibit "A" This Deed is an absolute conveyance of all right title and interest, with all statutory warranties, in the title to the buildings and any other improvements appurtenant to and located on the Property.

/

/

/

DATED this 2<sup>nd</sup> day of January, 2020.

**PORT TOWNSEND SHIPWRIGHTS, INC.**

---

By: Arren Day  
Its: President

---

By: Chris Sanok  
Its: Treasurer



STATE OF WASHINGTON       )  
  ) ss.  
COUNTY OF JEFFERSON )

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared, ARREN DAY and CHRIS SANOK, to me known to be the authorized representatives of the PORT TOWNSEND SHIPWRIGHTS, INC., and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument on behalf of the corporation.

GIVEN under my hand and official seal this 2<sup>nd</sup> day of January 2020.

\_\_\_\_\_  
Karen J. S. Erickson  
NOTARY PUBLIC in and for the State of Washington,  
residing at Port Townsend  
My commission expires: \_\_\_\_\_

EXHIBIT "A"  
LEGAL DESCRIPTION

10, 3

LAND SURVEYING  
MAPPING  
DEVELOPMENT CONSULTING  
CONSTRUCTION MANAGEMENT



935 N. Fifth Avenue • P.O. Box 2199  
Sequim, Washington 98382  
Office (360) 681-2161 • Fax (360) 683-5310  
Toll Free 1-888-681-2161 • E-mail: [info@clarkland.com](mailto:info@clarkland.com)

**PARCEL DESCRIPTION FOR SHIPWRIGHT'S CO-OP LEASE  
FOR PORT OF PORT TOWNSEND  
June 18, 2009**

Page 1 of 2

THAT PORTION OF TAX LOT NO. 3 AND ABUTTING 10<sup>TH</sup> STREET IN SECTION 10, TOWNSHIP 30 NORTH, RANGE 1 WEST, W.M., JEFFERSON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT MARKING THE CENTERLINE INTERSECTION OF WASHINGTON AND KEARNEY STREETS AS SAID STREETS ARE SHOWN ON THE MAP OF L. B. HASTINGS SECOND ADDITION TO PORT TOWNSEND, RECORDED IN VOLUME 1 OF PLATS, PAGE 29, RECORDS OF JEFFERSON COUNTY, WASHINGTON;  
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THENCE SOUTH 01° 09' 42" EAST, A DISTANCE OF 68.02 FEET;  
THENCE SOUTH 58° 31' 10" WEST, A DISTANCE OF 211.01 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 19,501 SQUARE FEET, MORE OR LESS.

10.4

**PARCEL DESCRIPTION FOR SHIPWRIGHT'S CO-OP LEASE  
FOR PORT OF PORT TOWNSEND**

**June 18, 2009**

**Page 2 of 2**

TOGETHER WITH: THAT PORTION OF TAX LOT NO. 3 IN SECTION 10, TOWNSHIP 30 NORTH, RANGE 1 WEST, W.M., JEFFERSON COUNTY, WASHINGTON AND FIRST CLASS TIDELANDS ABUTTING SAID TAX LOT NO. 3 IN THE CITY OF PORT TOWNSEND AND SAID JEFFERSON COUNTY, DESCRIBED AS FOLLOWS:

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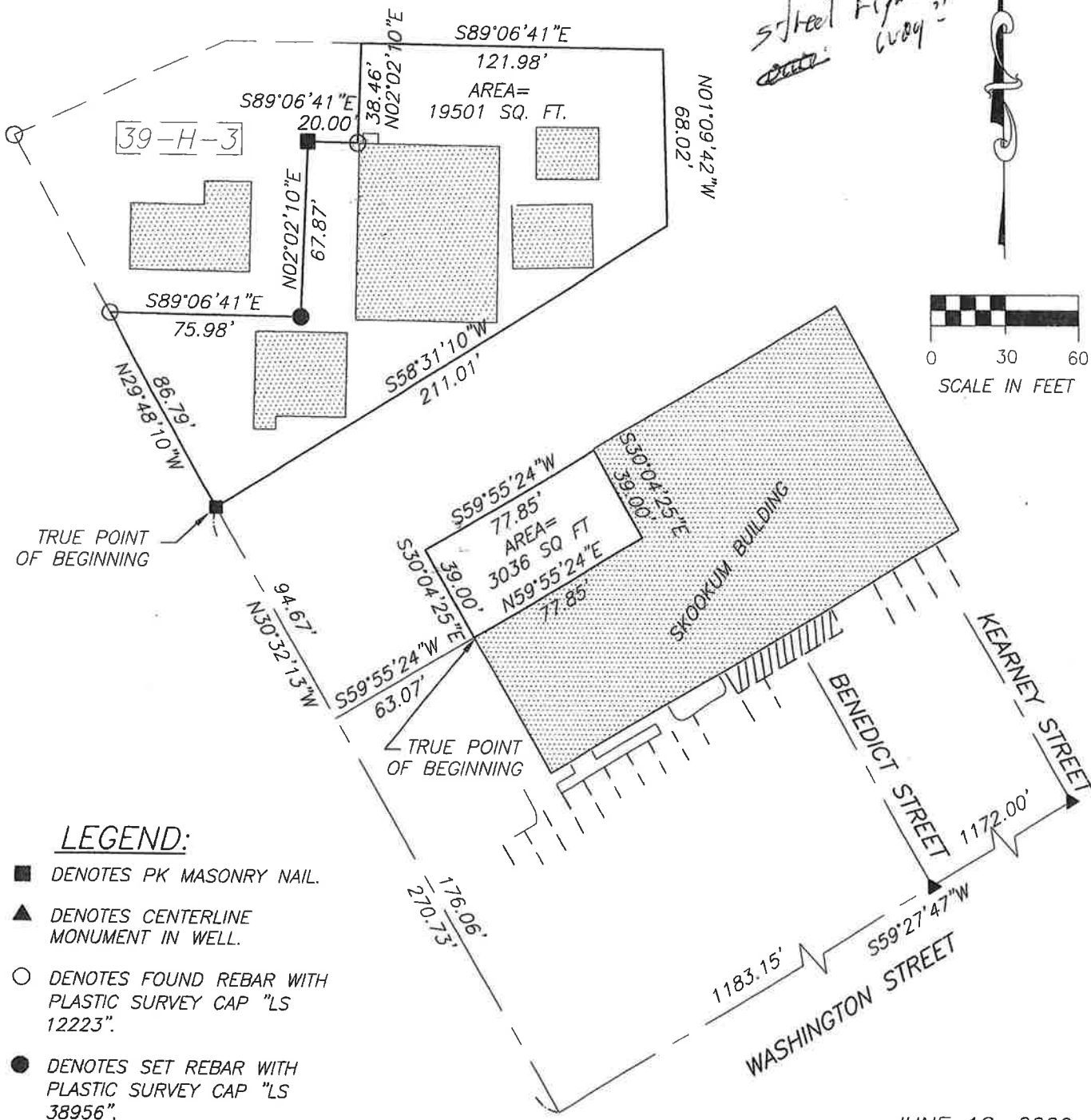
10.5

SKETCH TO ACCOMPANY  
LEGAL DESCRIPTION FOR:

# PORT OF PORT TOWNSEND

## SHIPWRIGHT'S CO-OP LEASE

IN SECTION 11, TOWNSHIP 30 NORTH, RANGE 1 WEST, W.M.  
JEFFERSON COUNTY, WASHINGTON



### LEGEND:

- DENOTES PK MASONRY NAIL.
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JUNE 18, 2009

BY 1/18/09 CHANGE LEASE #66 SBC 6/18/09 CHANGE LEASE #19H-1&2 SBC 3/31/08 CHANGE LEASE #39-H SMP 1/20/97 FIRST ISSUED DATE REVISIONS BY:		P.O. Box 1180 Port Townsend, WA 98368-4624		Phone: (360) 385-0656 FAX: (360) 385-3988	
PLAT CHECK: SBC DRAWN BY: SMP/SBC SER#: 013011\port_pt\leases\SHIPWRIGHTS		PORT OF PORT TOWNSEND		LAND SURVEYING MAPPING DEVELOPMENT CONSULTING CONSTRUCTION MANAGEMENT	
				P.O. Box 2199 935 N 5th Ave. Sequim, WA 98382 (360) 681-2161 FAX 683-5310 (888) 681-2161	

**EXHIBIT "D"**  
**Sublease's Estoppel Certificate**

See Next Page

**SUBLEASE ESTOPPEL CERTIFICATE**  
**AND**  
**LEASE AMENDMENT AGREEMENT**

TO: Port of Port Townsend (the "Port")

FROM: Port Townsend Shipwrights, Inc. (the "Lessee") and Pete Stein (the Sublessee")

RE: That certain lease dated August 1, 2009 and recorded in the Jefferson County Auditor's Office on September 2, 2009, under Recording No. 546274 (the "Lease").

For and in part consideration of Lessor entering into that certain Boat Haven Land Lease Termination And Personal Property Transfer Agreement, Lessee and Sublessee each hereby agree, certify and confirm that to the best of each's knowledge and without the benefit of an independent investigation:

1. The Lessee is the sublessor and the Sublessee is the sublessee that sublease agreement dated October 1, 2019, for the sublease of a portion of the leasehold (the "Sublease"). A true and complete copy of the Sublease is attached to this Certificate and marked Exhibit "A."

2. There are no modifications, amendments, supplements or other changes to the Sublease, oral or written except as set forth herein: [NONE]

3. Effective January 2, 2020 at 11:59 p.m. the Lease will terminate, and that Sublessee will become a Lessee of the Lessor under the terms of the Sublease as modified herein.

4. The Sublease commenced on October 1, 2019 and is a month to month sublease. Sublessee has no rights of renewal.

5. Rent in the amount of \$809.60 is now payable under the Lease each month. The Tenant has paid the rent payable under the Lease for the period ending December 31, 2019. There has been no prepaid rent. The Lessor is obligated to collect 12.94% Washington State leasehold excise tax ("WSLET") from its tenants. Therefore, the Sublessee's rent shall be reduced effective January 1, 2019 to \$716.84 plus WSLET in the amount of \$92.76 for a total monthly rent payment of \$809.60

6. The Sublessee has deposited \$1619.20 as a security deposit with Lessee. The Sublessee consents to the transfer of these funds to Lessor.

7. All of the obligations of the Lessee and the Sublessee which were required to be performed on or before the date of this Agreement have been satisfactorily completed. The Lessee and the Sublessee have no knowledge that either the Lessee and the Sublessee are in default in the performance of any of its obligations under the Sublease now or of any condition or state of facts which with the passage of time and/or the giving of notice, would constitute a default. There are no outstanding notices of default that have been given by Lessee and/or the Sublessee

8. The Lessee and the Sublessee each are not the subject of any bankruptcy, insolvency, reorganization or similar proceeding.

9. To the extent that this Agreement changes the terms and conditions of the Sublease it shall be deemed and amendment to the Sublease.

10. The undersigned represent and warrant that respectively that they have authority to execute this Agreement on behalf of the entity for which they are signing.

Dated this 2<sup>nd</sup> day of January 2020.

LESSOR:

Port of Port Townsend

\_\_\_\_\_  
By: Jim Pivarnik

Its: Executive Director

LESSEE:

Port Townsend Shipwrights, Inc.

\_\_\_\_\_  
By: Arren Day

Its: President

SUBLESSEE

\_\_\_\_\_  
By: Pete Stein

Its: \_\_\_\_\_

11.2



**EXHIBIT "E"**  
**Release of Leasehold Interest**

See Next Page

Filed for Record at Request of  
Port of Port Townsend  
Jim Pivarnik, Executive Director  
P.O. Box 1180  
Port Townsend, Washington 98368  
(360) 385-0656

#### RELEASE OF LEASHOLD INTEREST

**GRANTOR(S):** Port Townsend Shipwrights, Inc. a Washington corporation  
**GRANTEE(S):** Port of Port Townsend, a Washington Municipal corporation  
**ABBREVIATED LEGAL:** A portion of the Boat Haven Facility abutting vacated 10<sup>th</sup> Street in Section 10, Township 30 North, Range 1 West, W.M., in Port Townsend, Jefferson County, Washington  
**ASSESSOR'S TAX PARCEL NUMBER:** 001104002  
**RELATED DOCUMENT(S)** Land Lease recorded September 2, 2009 under Jefferson County Auditor's File No. 546774

---

The Port Townsend Shipwrights, Inc., a Washington corporation, is the Lessee and the Port of Port Townsend, a Washington municipal corporation is the Lessor under that certain Land Lease recorded September 2, 2009 under Jefferson County Auditor's File No. 546774 FOR real property situate in Jefferson County, Washington and legally described on Exhibit "A" attached hereto (the "Lease").

For for and in consideration of and pursuant to that certain Boat Haven Land Lease Termination Agreement and Personal Property Transfer Agreement dated January 2, 2020 (the "Termination Agreement") Port Townsend Shipwrights, Inc hereby releases all right title and interest in and to the real property that was the subject of the Lease.

DATED this 2<sup>nd</sup> day of January, 2020.

#### PORT TOWNSEND SHIPWRIGHTS, INC.

---

By: Arren Day  
Its: President

---

By: Chris Sanok  
Its: Treasurer

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF JEFFERSON     )

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared, ARREN DAY and CHRIS SANOK, to me known to be the authorized representatives of the PORT TOWNSEND SHIPWRIGHTS, INC., and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument on behalf of the corporation.

GIVEN under my hand and official seal this 2<sup>nd</sup> day of January 2020.

\_\_\_\_\_  
Karen J.S. Erickson  
NOTARY PUBLIC in and for the State of Washington,  
residing at Port Townsend  
My commission expires: \_\_\_\_\_

EXHIBIT "A"  
LEGAL DESCRIPTION

RELEASE OF LEASEHOLD INTEREST - 3

12.3

LAND SURVEYING  
MAPPING  
DEVELOPMENT CONSULTING  
CONSTRUCTION MANAGEMENT



**CLARK  
LAND  
OFFICE**

935 N. Fifth Avenue • P.O. Box 2199  
Sequim, Washington 98382  
Office (360) 681-2161 • Fax (360) 683-5310  
Toll Free 1-888-681-2161 • E-mail: [info@clarkland.com](mailto:info@clarkland.com)

**PARCEL DESCRIPTION FOR SHIPWRIGHT'S CO-OP LEASE  
FOR PORT OF PORT TOWNSEND  
June 18, 2009**

Page 1 of 2

THAT PORTION OF TAX LOT NO. 3 AND ABUTTING 10<sup>TH</sup> STREET IN SECTION 10, TOWNSHIP 30 NORTH, RANGE 1 WEST, W.M., JEFFERSON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

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12.4

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FOR PORT OF PORT TOWNSEND**

**June 18, 2009**

**Page 2 of 2**

TOGETHER WITH: THAT PORTION OF TAX LOT NO. 3 IN SECTION 10, TOWNSHIP 30 NORTH, RANGE 1 WEST, W.M., JEFFERSON COUNTY, WASHINGTON AND FIRST CLASS TIDELANDS ABUTTING SAID TAX LOT NO. 3 IN THE CITY OF PORT TOWNSEND AND SAID JEFFERSON COUNTY, DESCRIBED AS FOLLOWS:

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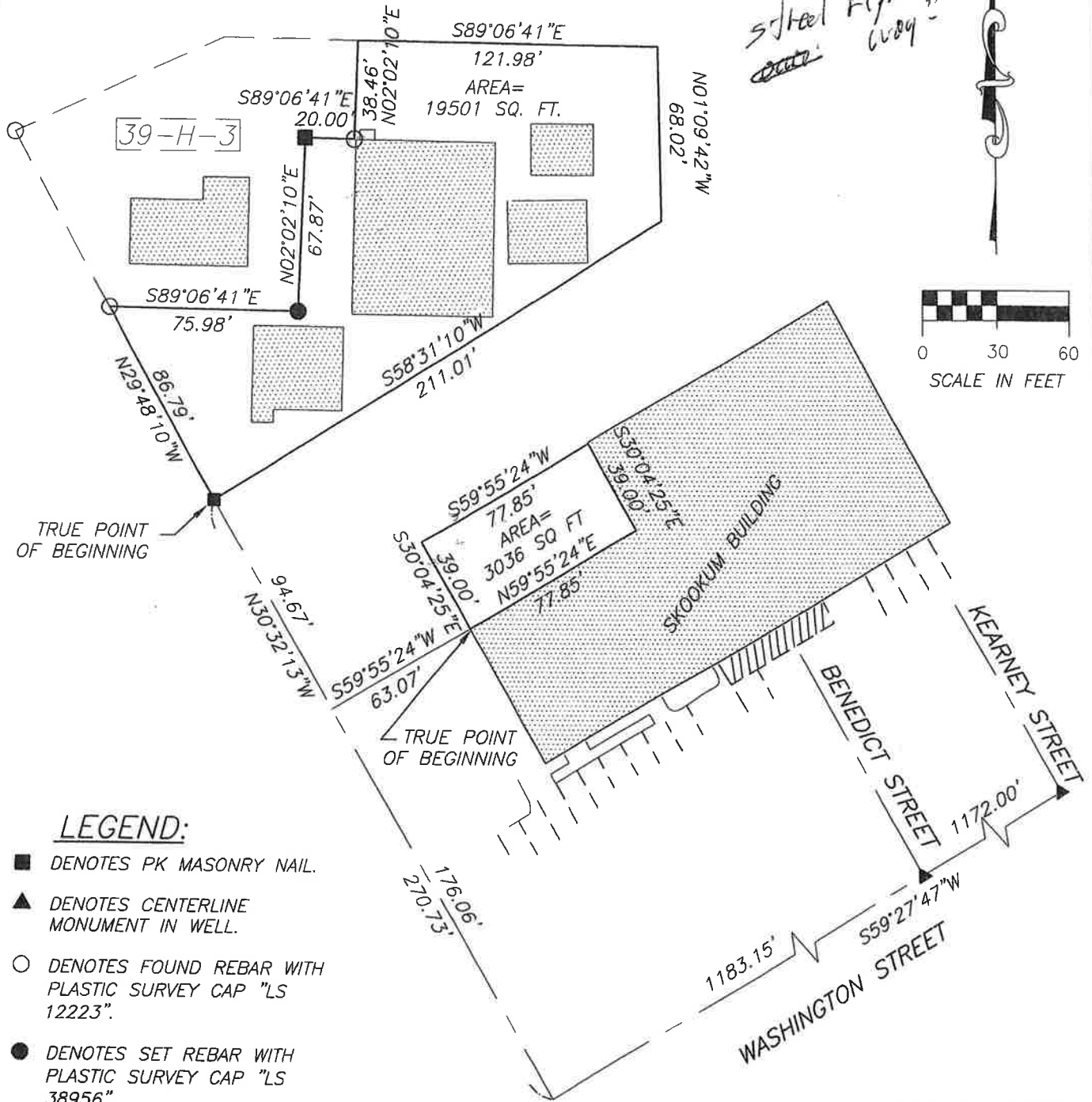
12.5

SKETCH TO ACCOMPANY  
LEGAL DESCRIPTION FOR:

# PORT OF PORT TOWNSEND

## SHIPWRIGHT'S CO-OP LEASE



IN SECTION 11, TOWNSHIP 30 NORTH, RANGE 1 WEST, W.M.  
JEFFERSON COUNTY, WASHINGTON



### LEGEND:

- DENOTES PK MASONRY NAIL.
- ▲ DENOTES CENTERLINE MONUMENT IN WELL.
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- DENOTES SET REBAR WITH PLASTIC SURVEY CAP "LS 38956".

JUNE 18, 2009

<div style="text-align: center;">  <p><b>PORT OF PORT TOWNSEND</b></p> </div>			<div style="text-align: center;">  <p><b>CLARK LAND OFFICE</b></p> </div>	
6/18/09	CHANGE LEASE #66	SBC	LAND SURVEYING	P.O. Box 2199
6/18/09	CHANGE LEASE #39H-1&2	SBC	MAPPING	935 N 5th Ave.
3/31/98	CHANGE LEASE #39-H	SMP	DEVELOPMENT CONSULTING	Sequim, WA 98382
1/20/97	FIRST ISSUED		CONSTRUCTION MANAGEMENT	(360) 681-2161
DATE	REVISIONS	BY:		FAX 683-5310
PLAT CHECK:	SBC			(888) 681-2161
DRAWN BY:	SMP/SBC			
SERV: 013011	port_pl\leases\SHIPWRIGHTS			
P.O. Box 1180 Port Townsend, WA 98368-4624			Phone: (360) 385-0656 FAX: (360) 385-3988	

12.6

## PORT OF PORT TOWNSEND LAND LEASE AMENDMENT #1

**THIS LEASE AMENDMENT** made this 2<sup>nd</sup> day of January 2020, by and between the PORT OF PORT TOWNSEND, a municipal corporation organized and existing under the laws of the State of Washington, Lessor, hereinafter referred to as "the Port," and the PORT TOWNSEND SHIPWRIGHTS, INC., a Washington State Corporation, hereinafter referred to as "Lessee."

### WITNESSETH:

1. On August 6<sup>th</sup>, 2015, the parties entered into a Lease Agreement concerning certain premises situated at the Port of Port Townsend's Boat Haven facility, in Port Townsend, WA 98368, hereinafter referred to as the "Original Lease." This Original Lease was recorded under Jefferson County Auditor's File No. 593443, on August 13, 2015.
2. The parties are agreed that the Original Lease should be amended to:
  - a. Modify the description of the Leased Premises to encompass an additional 18,000 square foot area (90' x 200') of yard space located immediately adjacent and to the west of the premises described in the Original Lease, which Lessee intends to use for marine vessel repair, refitting, construction and retail sales of marine supplies and equipment;
  - b. Modify the Rent payable to reflect the expanded dimensions of the Leased Premises;
  - c. Modify the amount of the Deposit to reflect both the expanded dimensions of the Leased Premises and the Port's adopted Lease Policy; and
  - d. Include a new subparagraph stipulating how Lessee will manage the use of the expanded premises to ensure that the area will not be used for storage of smaller (i.e., 75-ton and smaller) vessels that are not also repair and refit customers.

**NOW, THEREFORE:** Effective on January 2, 2020, the Original Lease shall be amended as set forth below (note: deleted text shown in ~~strikeouts~~; new/amended language show with double underlining):

A. Paragraph 1 of the Original Lease, "Leased Premises," shall be amended to read as follows:

1. **LEASED PREMISES:** The Port hereby leases to Lessee, and Lessee hereby hires and leases from the Port, certain real property (hereinafter "the premises") located in Jefferson County, Washington, more particularly described in Exhibit "A" which was modified by the parties by way of Lease Amendment #1 on January 2, 2020, and is attached hereto and incorporated herein by this reference, and which is briefly described as follows:

PORTION OF EISENBEIS ADDITION, BLOCKS 11 & 18, CITY OF PORT TOWNSEND

The Port hereby warrants that it has good and marketable fee title to the premises and has full right and authority to execute this Ground Lease and to demise the premises. The improvements located on the premises have been purchased by



Lessee from Townsend Bay Marine, Inc., and are and will be the property of Lessee until the expiration or earlier termination of this Lease.

B. Paragraph 3 of the Original Lease, "Rent," shall be amended to read as follows:

**3. RENT:**

- a. During the first five (5) years of the Lease Term, Lessee shall make rental payments that escalate annually, as follows:
  - i. During year one (1) of the Lease Term, Lessee shall make rental payments in the amount of **Three Thousand Five Hundred and Seventy Dollars and Zero Cents (\$3,570.00)** per month, plus all applicable taxes.
  - ii. During year two (2) of the Lease Term, Lessee shall make rental payments in the amount of **Three Thousand Seven Hundred and Ninety-Two Dollars and Eighty-Two Cents (\$3,792.82)** per month, plus all applicable taxes.
  - iii. During year three (3) of the Lease Term, Lessee shall make rental payments in the amount of **Four Thousand Thirty-One Dollars and Six Cents (\$4,031.06)** per month, plus all applicable taxes.
  - iv. During year four (4) of the Lease Term, Lessee shall make rental payments in the amount of **Four Thousand Two Hundred and Eighty-Five Dollars and Seventy-Nine Cents (\$4,285.79)** per month, plus all applicable taxes.
  - v. From the beginning of year five (5) of the Lease Term to December of year five (5) of the Lease Term, Lessee shall make rental payments in the amount of **Four Thousand Five Hundred and Fifty-Eight Dollars and Fifteen Cents (\$4,558.15)** per month, plus all applicable taxes.
  - ~~vi. During year five (5) of the Lease Term, Lessee shall make rental payments in the amount of **Four Thousand Five Hundred and Fifty-Eight Dollars and Fifteen Cents (\$4,558.15)** per month, plus all applicable taxes.~~
  - vi. From January 1, 2020 to July 31, 2020, Lessee shall make rental payments in the amount of **Five Thousand Six Hundred Thirty-Eight Dollars and Fifteen Cents (\$5,638.15)** per month, plus all applicable taxes.
- b. Beginning on August 1, 2020, Lessee agrees to pay as rental for the leased premises the sum of ~~**Four Thousand Eight Hundred and Forty-Nine Dollars and Thirty-Five Cents (\$4,849.35)**~~ **Five Thousand Nine Hundred and Twenty-Nine Dollars and Thirty-Five Cents (\$5,929.35)** plus all applicable taxes.
- c. Beginning on August 1, 2030, and no more frequently than once every ten (10) years thereafter, the rental rate may be adjusted to the fair market rental rate for the premises based on the fair market rental rate then prevailing for comparable commercial and/or industrial premises in the Western Washington area, bearing in mind all allowable uses of the property and all services and amenities available to the premises by virtue of its location. In the event that the parties are unable to reach agreement on the fair market rate adjustment, the rate shall be determined by arbitration before a single arbitrator who shall be jointly selected by the parties or by the Jefferson County Court if the parties cannot agree.

- d. Except in years when a fair market rate adjustment is made as set forth in Subparagraph (c) of this Paragraph 3, above, the rental rate beginning in year seven (7) and annually throughout the term of this Lease will be adjusted by an amount equal to the percentage change over the prior year found on the Consumer Price Index for all urban consumers (CPI-U) for Seattle Tacoma-Bremerton, which is compiled by the Department of Labor, Bureau of Statistics.
- e. In no event shall any rent adjustment under Subparagraphs (c) or (d) of this Paragraph 3 result in a reduction in rent from the rate paid in the prior year.
- f. The rent for each month shall be paid to the Port in advance on or before the first day of each and every month of the lease term, and shall be payable at the main office of the Port or at such place as the Port may hereafter designate.

C. Paragraph 5 of the Original Lease, "Deposit," shall be amended to read as follows:

5. **DEPOSIT:** ~~Upon the execution of this Lease, Lessee shall deposit with the Port two month's rent in the amount of Seven Thousand One Hundred and Forty Dollars and Zero Cents (\$7,140.00).~~ This Lease shall not be effective until full deposit of the required amount is made with the Port security in the amount of **Twelve Thousand Eighty-Five Dollars and Sixteen Cents (\$12,085.16).**<sup>1</sup> If Lessee defaults in any particular the Port may use, apply or retain all or any part of the security (1) to the extent of any sum due to the Port, or (2) to make any required payment on Lessee's behalf, or (3) to compensate the Port for any expense or damage caused by Lessee's default. On the Port's demand, Lessee shall promptly pay to the Port a sum equivalent to the amount by which the security was so depleted. On the sixteenth (16<sup>th</sup>) anniversary of the date of this Lease and on each tenth (10<sup>th</sup>) anniversary thereafter, the amount of such security deposit shall be increased in the same proportion as the annual rental is increased above the basic rent charged during the sixth (6<sup>th</sup>) year of the lease term.

D. Paragraph 6 of the Original Lease, "Use of Premises," shall be amended to read as follows:

**6. USE OF PREMISES:**

- a. Lessee shall use the premises for marine vessel repair, refitting, construction, and retail sales of marine supplies and equipment, and shall not use them for any other purposes without the prior written consent of the Port. Lessee shall use the entire premises for the conduct of said business in a first-class manner continuously during the entire term of this Lease, with the exception of temporary closures for such periods as may reasonably be necessary for repairs or for reasons beyond Lessee's reasonable control. Lessee agrees that it will not disturb the Port or any other tenant of the Port's by making or permitting any disturbance or any unusual noise, vibration or other condition on or in the premises inconsistent with normal boat repair work.
- b. In addition to the use restrictions set forth in Paragraph 6(a), above, the parties are agreed that the following use limitations shall apply to that portion of the premises

<sup>1</sup> Required security for all Port leases is three (3) (minimum + LHT, calculated as follows: \$3,570.00 at lease inception per month x 3 = \$10,710.00; \$10,710.00 x 12.84% LHT = \$1,375.16; \$10,710.00 + \$1,375.16 = \$12,085.16.

added to the leasehold by way of Lease Amendment #1 on January 2, 2020 (hereinafter the "expansion area"):

- i. The primary use of the expansion area shall be for repairing and refitting vessels owned by customers of Lessee that require use of the Port's heavy haul-out lift;
- ii. Use of the expansion area for repairing and refitting smaller vessels transportable using the Port's 75-ton haul-out lift is also permitted, PROVIDED that storage shall be limited to vessels being repaired or refitted by Lessee on behalf of its customers;
- iii. Lessee shall not solicit, advertise or obtain clients for the purpose of vessel storage in the expansion area, or use the expansion area for such purpose; and
- iv. Subject only to the limitations set forth in Paragraph 6(a), above, Lessee may use the expansion area for new vessel construction, and the storage of stairs, scaffolding, machinery (e.g., forklifts, manlifts, etc.), lumber and metal.

All other terms and conditions of the Original Lease dated August 6<sup>th</sup>, 2015 shall remain unchanged and in effect.

**APPROVED** this 2<sup>nd</sup> day of January 2020, by the Port of Port Townsend and duly authenticated by the signature of the Executive Director.

**LESSEE:**

**PORT OF PORT TOWNSEND:**

\_\_\_\_\_  
Arren Day  
Port Townsend Shipwrights, Inc.

\_\_\_\_\_  
Jim Pivarnik  
Executive Director

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Port Attorney

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF JEFFERSON     )

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared, ARREN DAY and CHRIS SANOK, authorized representatives of the PORT TOWNSEND SHIPWRIGHTS, INC., and acknowledged the 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 she was authorized to execute the said instrument on behalf of the corporation.

GIVEN under my hand and official seal this 2<sup>nd</sup> day of January 2020.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

NOTARY PUBLIC in and for the State of Washington,  
residing at Port Townsend

My commission expires: \_\_\_\_\_

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF JEFFERSON     )

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared, JIM PIVARNIK, to me known to be the EXECUTIVE DIRECTOR of the PORT OF PORT TOWNSEND, and acknowledged the said instrument to be the free and voluntary act and deed of said port district, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute the said instrument on behalf of the port district.

GIVEN under my hand and official seal this 2<sup>nd</sup> day of January 2020.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

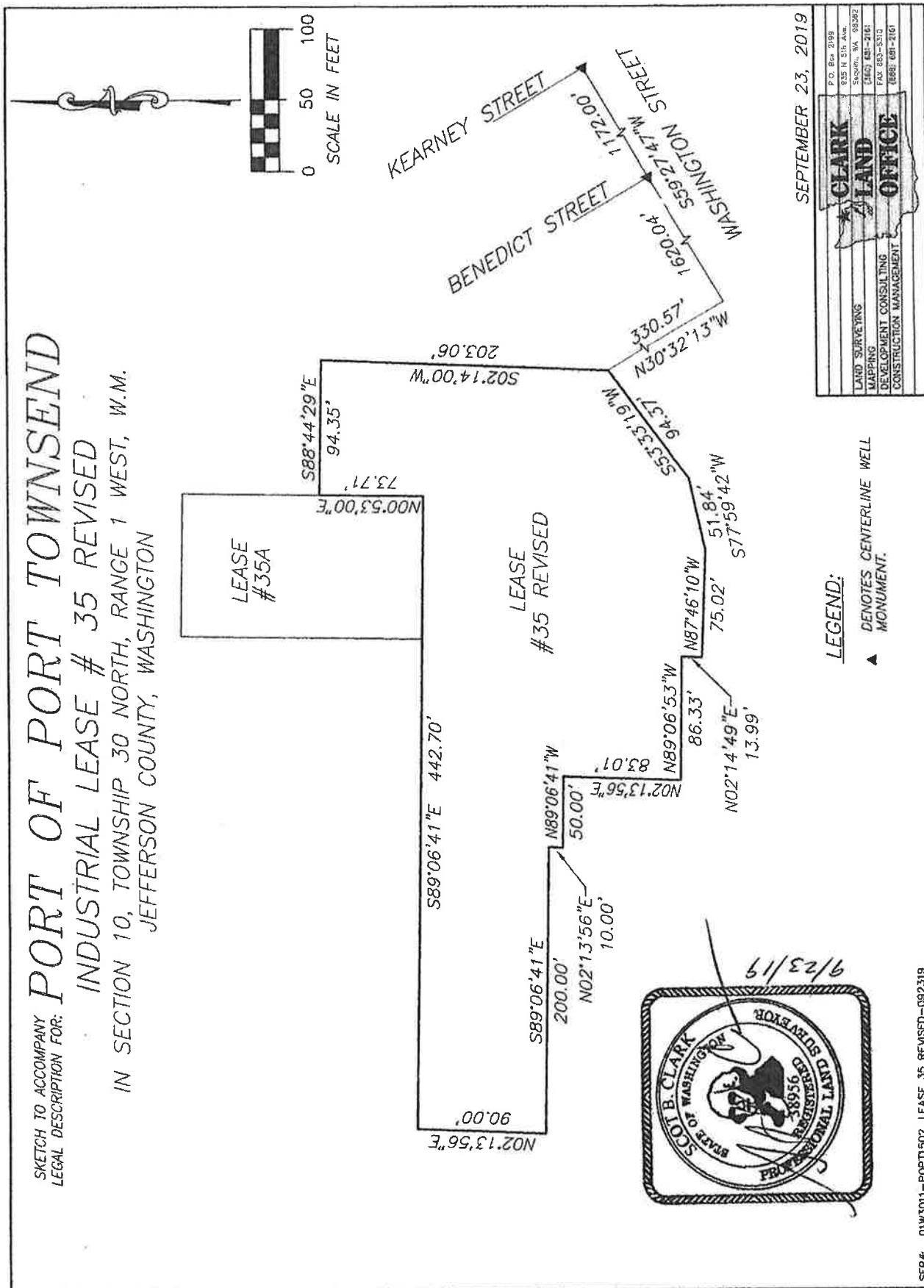
NOTARY PUBLIC in and for the State of Washington,  
residing at Port Townsend

My commission expires: \_\_\_\_\_

**REVISED LEGAL DESCRIPTION LEASE NO. 35  
PORT OF PORT TOWNSEND**

THAT PORTION OF THE FIRST SUPPLEMENTAL PLAT OF EISENBEIS ADDITION TO THE CITY OF PORT TOWNSEND PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 24, RECORDS OF JEFFERSON COUNTY , WASHINGTON, IN THE CITY OF PORT TOWNSEND , AND SAID JEFFERSON COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT MARKING THE CENTERLINE INTERSECTION OF WASHINGTON AND KEARNEY STREETS AS SAID STREETS ARE SHOWN ON A MAP OF L. B. HASTINGS SECOND ADDITION TO PORT TOWNSEND, RECORDED IN VOLUME 1 OF PLATS, PAGE 29, RECORDS OF SAID JEFFERSON COUNTY, WASHINGTON;  
THENCE SOUTH 59° 27' 47" WEST, A DISTANCE OF 1172.00 FEET TO A CONCRETE MONUMENT MARKING THE CENTERLINE INTERSECTION OF WASHINGTON AND BENEDICT STREETS, PER SAID PLAT OF L. B. HASTINGS SECOND ADDITION;  
THENCE CONTINUING SOUTH 59° 27' 47" WEST, A DISTANCE OF 1620.04 FEET;  
THENCE NORTH 30° 32' 13" WEST, A DISTANCE OF 330.57 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE SOUTH 53° 33' 19" WEST, A DISTANCE OF 94.37 FEET;  
THENCE SOUTH 77° 59' 42" WEST, A DISTANCE OF 51.84 FEET;  
THENCE NORTH 87° 46' 10" WEST, A DISTANCE OF 75.02 FEET;  
THENCE NORTH 02° 14' 49" EAST, A DISTANCE OF 13.99 FEET;  
THENCE NORTH 89° 06' 53" WEST, A DISTANCE OF 86.33 FEET;  
THENCE NORTH 02° 13' 56" EAST, A DISTANCE OF 83.01 FEET;  
THENCE NORTH 89° 06' 41" WEST, A DISTANCE OF 50.00 FEET;  
THENCE NORTH 02° 13' 56" EAST, A DISTANCE OF 10.00 FEET;  
THENCE NORTH 89° 06' 41" WEST, A DISTANCE OF 200.00 FEET;  
THENCE NORTH 02° 13' 56" EAST, A DISTANCE OF 90.00 FEET;  
THENCE SOUTH 89° 06' 41" EAST, A DISTANCE OF 442.70 FEET;  
THENCE NORTH 0° 53' 00" EAST, A DISTANCE OF 73.71 FEET;  
THENCE SOUTH 88° 44' 29" EAST, A DISTANCE OF 94.35 FEET;  
THENCE SOUTH 02° 14' 00" WEST, A DISTANCE OF 203.06 FEET TO THE TRUE POINT OF BEGINNING.



# PORT OF PORT TOWNSEND

## AGENDA COVER SHEET

<b>MEETING DATE</b>	January 2, 2020
<b>AGENDA ITEM</b>	<input type="checkbox"/> First Reading <input type="checkbox"/> Second Reading <input checked="" type="checkbox"/> Regular Business
<b>AGENDA TITLE</b>	VIII. C. 2020 Committee Assignments
<b>STAFF LEAD</b>	Name, Title
<b>REQUESTED</b>	<input type="checkbox"/> Information <input type="checkbox"/> Motion <input type="checkbox"/> Action <input checked="" type="checkbox"/> Discussion
<b>ATTACHMENTS</b>	<ul style="list-style-type: none"><li>• 2019 Committee Assignments for reference</li></ul>



PORT OF PORT TOWNSEND  
2019 COMMITTEE ASSIGNMENTS

<b>COMMITTEE NAME</b>	<b>REPS</b>	<b>FREQUENCY</b>
CEO Breakfast Group	Jim Pivarnik	Monthly
Climate Action Committee	Eric Toews Pete Hanke, alt.	Quarterly
Chamber of Commerce – Jefferson County	Bill Putney & Jim Pivarnik	Mondays bi-weekly
Chamber of Commerce – North Hood Canal	Pete Hanke	3 <sup>rd</sup> Mon/mo 5:30 PM
East Jefferson Underground Coordinating Council	Chris Sparks	As called
Fort Worden Advisory Committee	Steve Tucker	3 <sup>rd</sup> Thur/mo Noon-2:00
Jefferson County Food Council	Bill Putney	4 <sup>th</sup> Thur/mo evening
Jefferson Co. Joint Growth Management Steering Committee	Eric Toews	As called
Jefferson Co. Solid Waste Advisory Council	Terry Khile	As called
Jefferson County IMT (Incident Management Team)	Terry Khile	1 <sup>st</sup> Wed/mo 10-Noon
Jefferson Co. Public Infrastructure Fund Committee (PIF)	Steve Tucker	As called
MRC (Marine Resources Committee)	Steve Tucker	1 <sup>st</sup> Tues/mo 6-8:00
North Olympic Development Council (NODC)	Bill Putney	4 <sup>th</sup> Thurs/mo 1:30-3:30
Pacific Coast Congress of Port Managers & Harbormasters Board	TJ Quandt	As called
Port Townsend Moorage Tenants Union	Pete Hanke	As invited
WAMA – WA Airport Management Association	Bill Putney	As called
Washington Finance Officers Association	Abigail Berg	As called
WPPA Aviation Committee	Bill Putney	As called
WPPA – 2018 Board of Trustees	Jim Pivarnik	Spring & Annual Conf
WPPA - Economic Development Committee	Bill Putney	As called
WPPA - Environmental Committee	Steve Tucker	As called
WPPA - Finance & Administration Committee	Abigail Berg	As called
WPPA - Legislative Committee	Eric Toews	As called
WPPA - Marina Committee	Pete Hanke	As called
WPPA – Public Relations Committee	Jim Pivarnik	As called