

PORT OF BREMERTON
BOARD OF COMMISSIONERS
REGULAR BUSINESS MEETING

A G E N D A

November 10, 2020
10:00 a.m.

Remote Access Only
Zoom Meeting ID: 335 903 0010
Zoom Call-In: (253) 215-8782

Call to Order

Approval of Agenda

Consent Items

All matters listed under Consent Items have been distributed to each member of the Commission for reading and study, are considered to be routine, and will be enacted by one motion of the Commission with no separate discussion. If separate discussion is desired, that item may be removed from the Consent Items and placed under Action Items by request.

- A. Minutes of the regular business meeting and executive session of October 27, 2020; special meeting and executive session of October 30, 2020; and special meeting and executive session of November 5, 2020.
- B. Payment of checks #901241 through #901242 and #901243 through #901244 and #901245 through #901248 and #81757 through #81758 and #81762 through #81773 and #E00272 through #E00276 and #901249 through #901251 and #901252 and #901253 and #81779 through #81791 and #E00278 through #E00282 from the General Fund for \$247,748.91; #81759 through #81761 and #E00277 and #81774 through #81778 from the Construction Fund for \$1,044,144.58.

Work Study Session

1. 2021 Preliminary Budget – 2nd Draft

Citizen Comments: *Open to the public for comment. Speakers are asked to keep their comments to less than 3 minutes. Please feel free to submit further comments in writing to the Clerk of the Board.*

Action Items

1. Right of First Offer Agreement with Waterman Investment Partners, LLC

Staff Reports

Commission Reports / New Business

Executive Session *(if necessary)*

Adjournment

Regular business and other meetings that may be attended by members of the Board

<u><i>Date</i></u>	<u><i>Time</i></u>	<u><i>Meeting</i></u>
11/10	10:00 am	*Commission Regular Meeting via ZOOM
11/11		Veterans Day – Port Offices Closed
11/12	5:30 pm	Kitsap Regional Coordinating Council (KRCC) Legislative Orientation
11/12	6:30 pm	KRCC Legislative Reception
11/17	11:00 am	KRCC Executive Committee
11/17	1:30 pm	KRCC PlanPOL
11/19	3:15 pm	KRCC TransPOL
11/24	1:30 pm	Kitsap Aerospace & Defense Alliance (KADA) Steering Committee
11/24	6:00 pm	*Commission Regular Meeting via ZOOM

PLEASE NOTE: ALL MEETINGS BEING HELD REMOTELY

Meetings are subject to change or cancellation

**Denotes events in which two (2) or more Commissioners may attend*

PORT OF BREMERTON
BOARD OF COMMISSIONERS
REGULAR BUSINESS MEETING

MINUTES

October 27, 2020
6:00 PM

Remote Access Only
Zoom Meeting ID: 335 903 0010
Zoom Call-In: (253) 215-8782
BKAT Live Stream

Commissioners and Staff Present

Commissioners

Cary Bozeman
Axel Strakeljahn
Gary Anderson

Staff Members

Jim Rothlin	Warren Hendrickson
Fred Salisbury	Ginger Waye
Sherman Hu	Taylor Korizon
Arne Bakker	Anne Montgomery, Atty
James Weaver	Jim Ryan, Atty

Call to Order

President Bozeman called the meeting to order at 6:00 p.m.

Approval of Agenda

It was moved by STRAKELJAHN, seconded by ANDERSON to:

Approve the Agenda as presented.

MOTION CARRIES, 3-0

Consent Items

- A. Minutes of the regular business meeting and executive session of October 13, 2020.
- B. Payment of checks #E00253 and #E00254 through #E00255 and #81682 and #81685 through #81703 and #E00257 through #E00263 and #901238 through #901240 and #81706 through #81756 and #E00264 through #E00271 from the General Fund for \$207,147.76; #81683 through #81684 and #E00256 and #81704 and #81705 from the Construction Fund for \$48,708.27.

It was moved by STRAKELJAHN, seconded by ANDERSON to:

Approve the Consent Items as presented.

MOTION CARRIES, 3-0

Information Items

1. CHS Northwest Rail Spur Expansion

Arne Bakker, Director of Business Development, presented the drawings and discussed CHS Inc.'s plan for their propane facility expansion in Olympic View Industrial & Business Park (OVIBP) which will include the addition of three rail spurs with 1500 lineal feet of rail accommodating up to 14 rail cars which doubles their capacity. He discussed the project timeline and responded to questions from the Board. The Board commented they were pleased to see expansion of the rail.

2. Waterman Mitigation Partners (WMP) Site Assessment Presentation – Steve Sego, President

Mr. Sego reiterated what he presented at a previous meeting: Waterman Mitigation Partners' objectives in developing wetland habitat, restoration, and mitigation concepts and their desire to create mitigation assets to support our community. He provided an overview of WMP's current endeavor of organizing a mitigation bank project which would go from Port Orchard to Port Gamble and which could provide a useful tool for the Port to become more effective in creating economic opportunity. There was further discussion with the Board on the mitigation project and a potential Port site.

Work Study Session

1. 2021 Preliminary Budget – 1st Draft

CEO Jim Rothlin provided opening comments on the budget process and schedule.

CFO Sherman Hu addressed the maintenance and operations portion of the budget discussing Port mission, guiding principles, and best budget practices. He provided a summary of revenues and expenditures for facilities and general/administrative discussing variances between the 2020 and 2021 budgets and, along with CEO Rothlin, responded to questions from the Board.

COO Fred Salisbury described the line item projects in the capital budget at each facility (airport, industrial park, and marinas). Mr. Salisbury and directors/managers responded to questions and comments from the Board.

The budget as it stands is \$1M over so CEO Rothlin provided options for bringing it in to balance. It was determined that if funds from Kitsap Public Facilities District (KPFDD) is awarded for the Circuit of the Northwest project, of the \$1.4M the Port has budgeted for that project, \$1.1M would be borrowed with a payment debt structure to match KPFDD's reimbursements to the Port. If KPFDD funds are not awarded for the project, it drops from the budget. That brings the budget into balance.

The Board was in agreement with the budget as presented with modification to the funding for the Circuit of the Northwest project; the final 2021 preliminary budget will be presented at the November 10 meeting.

Citizen Comments

Chris Tibbs, Executive Director, Arc of the Peninsulas

- Provided background on Arc of the Peninsulas and stated they will become a tenant in Olympic View Industrial & Business Park on November 1 with their used goods textile facility. He thanked Arne Bakker, Director of Business Development, for his help in locating a phenomenal warehouse with loading dock that meets the needs of their non-profit.

Action Items - None

Staff Reports

Jim Rothlin, Chief Executive Officer

- Thanked Mr. Tibbs for his comments and reiterated that the building is not Port-owned but it sits on Port-leased land. Mr. Bakker was able to connect Arc with the building owner. The Port also has four tenants looking to increase space and are actively looking for solutions.
- He provided updates on the following projects:
 - South Hangar Development Phase I
 - Multi-Purpose Facility
- Reported on a recent meeting and tour with Joe Morrison the new Executive Director of Kitsap Economic Development Alliance.
- Reported on the virtual Washington Public Ports Association small ports conference commenting that the online format allowed for more staff to participate.

Commission Reports / New Business

Commissioner Anderson

- Reported on the City of Port Orchard's Economic & Tourism Committee meeting which included a report on sea level rise and what that means for waterfront development.

Commissioner Strakeljahn

- Attended a virtual meeting with tenant WRG and Congressman Kilmer regarding the navy fire training that will be going on in the industrial park.
- Reported on the Puget Sound Regional Council (PSRC) Executive Board meeting and emphasized that PSRC's Aviation Baseline Study is a capacity study not a siting study.

- Reported on today's Kitsap Aerospace & Defense Alliance meeting.

Commissioner Bozeman

- Reported on his continued involvement with the COVID-19 coalition (Kitsap Pandemic Community Support Coalition).

Executive Session

President Bozeman recessed the meeting at 7:10 p.m. and reconvened into executive session for approximately 20 minutes regarding: real estate issues [RCW 42.30.110(1)(c)]. At 7:30 p.m. executive session was extended 30 minutes, extended again at 8:00 p.m. for 30 minutes, and again at 8:30 p.m. for 15 minutes.

At 8:45 p.m. the regular meeting was reconvened.

Adjournment

There being no further business before the Board, the meeting was adjourned at 8:45 p.m.

Submitted,

Approved,

Jim Rothlin
Chief Executive Officer
November 5, 2020

Gary Anderson
Commission Secretary
November 10, 2020

PORT OF BREMERTON
BOARD OF COMMISSIONERS
EXECUTIVE SESSION

MINUTES

October 27, 2020
6:00 PM

REMOTE ONLY
via Zoom Platform

Call to Order

President Bozeman called the executive session to order at 7:10 p.m., October 27, 2020.

Commissioners and Staff Present

Commissioners

Cary Bozeman
Axel Strakeljahn
Gary Anderson

Staff Members

Jim Rothlin
Fred Salisbury
Arne Bakker

James Weaver
Anne Montgomery, Atty
Jim Ryan, Atty

Item #1: Real estate issues were discussed [RCW 42.30.110(1)(c)].

With no further business to come before the Board, the meeting was adjourned into regular session at 8:45 p.m.

Submitted,

Approved,

Jim Rothlin
Chief Executive Officer
November 5, 2020

Gary Anderson
Commission Secretary
November 10, 2020

PORT OF BREMERTON
BOARD OF COMMISSIONERS
SPECIAL MEETING

MINUTES

October 30, 2020
10:00 a.m.

Remote Access Only
Zoom Meeting ID: 335 903 0010
Zoom Call-In: (253) 215-8782

Call to Order

President Bozeman called the special meeting to order at 10:00 a.m. and immediately recessed into executive session.

Commissioners and Staff Present

Commissioners

Cary Bozeman
Axel Strakeljahn
Gary Anderson

Staff Members

Jim Rothlin
Fred Salisbury
James Weaver

Ginger Waye
Anne Montgomery, Atty
Jim Ryan, Atty

Executive Session

President Bozeman recessed the meeting at 10:00 a.m. and reconvened into executive session for approximately one hour regarding: real estate issues [RCW 42.30.110(1)(c)]. At 11:00 a.m., executive session was extended 20 minutes.

At 11:20 a.m. the regular meeting was reconvened.

Adjournment

President Bozeman adjourned the special meeting at 11:20 a.m.

Submitted,

Approved,

Jim Rothlin
Chief Executive Officer
November 5, 2020

Gary Anderson
Commission Secretary
November 10, 2020

PORT OF BREMERTON
BOARD OF COMMISSIONERS
EXECUTIVE SESSION

MINUTES

October 30, 2020
10:00 AM

REMOTE ONLY
via Zoom Platform

Call to Order

President Bozeman called the executive session to order at 10:00 a.m., October 30, 2020.

Commissioners and Staff Present

Commissioners

Cary Bozeman
Axel Strakeljahn
Gary Anderson

Staff Members

Jim Rothlin
Fred Salisbury
James Weaver

Anne Montgomery, Atty
Jim Ryan, Atty

Item #1: Real estate issues were discussed [RCW 42.30.110(1)(c)].

With no further business to come before the Board, the meeting was adjourned into regular session at 11:20 a.m.

Submitted,

Approved,

Jim Rothlin
Chief Executive Officer
November 5, 2020

Gary Anderson
Commission Secretary
November 10, 2020

PORT OF BREMERTON
BOARD OF COMMISSIONERS
SPECIAL MEETING

MINUTES

November 5, 2020
2:00 PM

Remote Access Only
Zoom Meeting ID: 852 9395 0173
Zoom Call-In: (253) 215-8782

Call to Order

President Bozeman called the special meeting to order at 2:00 p.m. and immediately recessed into executive session.

Commissioners and Staff Present

Commissioners

Cary Bozeman
Axel Strakeljahn
Gary Anderson

Staff Members

Jim Rothlin
Fred Salisbury
James Weaver

Ginger Waye
Anne Montgomery, Atty
Jim Ryan, Atty

Executive Session

President Bozeman recessed the meeting at 2:00 p.m. and reconvened into executive session for approximately forty-five minutes regarding: real estate issues [RCW 42.30.110(1)(c)].

At 2:45 p.m. the regular meeting was reconvened.

Adjournment

President Bozeman adjourned the special meeting at 2:45 p.m.

Submitted,

Approved,

Jim Rothlin
Chief Executive Officer
November 5, 2020

Gary Anderson
Commission Secretary
November 10, 2020

PORT OF BREMERTON
BOARD OF COMMISSIONERS
EXECUTIVE SESSION

MINUTES

November 5, 2020
2:00 PM

REMOTE ONLY
via Zoom Platform

Call to Order

President Bozeman called the executive session to order at 2:00 p.m., November 5, 2020.

Commissioners and Staff Present

Commissioners

Cary Bozeman
Axel Strakeljahn
Gary Anderson

Staff Members

Jim Rothlin
Fred Salisbury
James Weaver

Anne Montgomery, Atty
Jim Ryan, Atty

Item #1: Real estate issues were discussed [RCW 42.30.110(1)(c)].

With no further business to come before the Board, the meeting was adjourned into regular session at 2:45 p.m.

Submitted,

Approved,

Jim Rothlin
Chief Executive Officer
November 5, 2020

Gary Anderson
Commission Secretary
November 10, 2020

PORT OF BREMERTON **AGENDA SUMMARY**

Agenda Item No: Action Item #1
Subject: Right of First Offer Agreement
Exhibits: Agreement document; properties map
Prepared By: Jim Rothlin, CEO
Meeting Date: November 10, 2020

Summary:

Viking Fence Company (VFC) is a current tenant of the Port of Bremerton. The tenant's requirement for further expansion has put them in a position to relocate offsite in order to satisfy their development needs. Currently, they remain at the site on a month to month agreement until they have secured the new site. The Port has been analyzing the highest and best use of the property once VFC terminates its' lease with the Port. One option of redeveloping the site for a new tenant may require costly investment in the property. Waterman Mitigation Partners (WMP) of Port Orchard has expressed interest in this site as a potential project for wetland mitigation. The Port recognizes the benefits of preservation and restoration of the shoreline as it ties in with its mission to preserve the quality of life of the surrounding areas, as well as the potential of using this wetland development for the Port in any future wetland mitigation requirements of Port expansion. In its efforts to secure sites that have potential mitigation properties, WMP has asked for the right to make an offer on this location should the Port decide it is the highest and best use of the property to be used as a wetland mitigation site. Therefore, a Right of First Offer document is considered the most efficient tool for that purpose.

Fiscal Impact:

There is no fiscal impact at this time for the execution of the contract. It does not require any action from the Port except to consider an offer from WMP should the Port Commission contemplate selling or leasing the property once VFC terminates it's lease. Any fiscal impact would occur if any offer is accepted, of which a final price will require 2 broker opinions of value, or appraisals.

Recommendation:

This process does meet the strategic mission of the Port to maintain the quality of life and enhance economic development in the Port's district. It does not commit the Port to anything until they decide to move forward on options for this property that make sense for future development and for the community. Staff recommends the Commission approve the right of first offer agreement.

Motion for Consideration:

Move to approve the right of first offer agreement between the Port of Bremerton and Waterman Investment Partners, LLC for parcels as stated in the agreement.

Return Recorded Document To:

Port of Bremerton
Attn: CEO
8850 SW State Hwy 3
Bremerton, WA 98312

RIGHT OF FIRST OFFER TO PURCHASE
VALID UNTIL DECEMBER 31, 2022

Grantor: Port of Bremerton
Grantee: Waterman Mitigation Partners, LLC
Abbrev. Legal Description: Ptn of vacated natural oyster beds Tract No. 1 abutting and lying in front of Gov. Lot 2, Sec. 33, T 24 N, R 1 E, WM, Kitsap County, WA
Full Legal Description: See Exhibit A attached hereto
Tax Parcel No(s): **332401-2-024-2006**

This Right of First Offer to Purchase Agreement (the "Agreement") is made and entered into by and between PORT OF BREMERTON, a Washington municipal corporation (the "Grantor"), and WATERMAN MITIGATION PARTNERS LLC, a Washington Limited Liability Company (the "Grantee").

WHEREAS, the Grantor owns certain real property including improvements and appurtenances thereto, legally described in Exhibit A, in Kitsap County, Washington (the "Property").

WHEREAS, the Grantee has an interest in acquiring the Property if and when the Grantor desires to sell and thereafter convert the Property to a wetland area. Grantee has expertise and skill in creating and restoring wetland areas.

WHEREAS, the Grantor recognizes that it would be of benefit to the Grantor for the Property to be restored as a wetland, because development of the Port Orchard waterfront properties for the purpose of wetland mitigation would improve the quality of life surrounding the Grantor's shoreline areas as well as generating wetland mitigation credits that may be available for the future development of Port properties, which are components of the Grantor's mission.

NOW, THEREFORE, in consideration of payment of \$10 and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Right of First Offer. Grantor grants Grantee a right of first offer to purchase the Property, if and when Grantor determines that (i) the Property is surplus to the needs of the Grantor (RCW 53.08.090), (ii) is not located in a Grantor industrial development district (RCW 53.25.040), and (iii) that Grantor desires to sell the Property.

2. Notification and Negotiation Period. Grantor shall notify the Grantee in writing at the address provided herein of its desire to sell the Property. Grantor shall not market the Property or offer the property for sale to anyone other than Grantee for a period of thirty (30) calendar days after the date of notification (the "Negotiation Period"). During the Negotiation Period, the Grantor and the Grantee will work towards a definitive real estate purchase and sale agreement for the Property. The Negotiation period can be extended by mutual consent of Grantor and Grantee. Upon expiration of the Negotiation Period, this Right of First Offer shall automatically expire.

3. Term of Right of First Offer. This Agreement and the right of first offer contained herein shall continue in effect December 31, 2022 at which time it shall automatically terminate without further action of the Grantor and Grantee. Upon expiration of this Agreement and a written request by Grantor, Grantee shall execute a signed and acknowledged document stating that this right of first offer has terminated and that Grantee expressly relinquishes all rights under this Agreement.

4. Grantor's Right to Lease. Notwithstanding anything to the contrary contained in this Agreement, Grantor shall have the right during the term of this Agreement to rent or grant leases for all or parts of the Property, as Grantor sees fit.

5. Representation of Authority. Grantor warrants and represents that Grantor has full authority to grant this right of first refusal.

6. Broker. The parties warrant and represent that no broker brought about or participated in this right of first refusal agreement.

7. Recording. This agreement shall be executed in recordable form, and if Grantee elects, may be recorded at Grantee's expense with the Kitsap County Auditor.

8. No Assignment. This right of first offer to purchase is granted to the Grantee based, in part, on the unique qualifications and capabilities of Grantee. Therefore, this right of first offer may not be assigned or otherwise transferred by the Grantee to anyone without the written consent of Grantor which may be withheld or conditioned at the sole discretion of the Grantor.

9. Survivability. All covenants, promises and performance which are not fully performed as of the date of termination shall survive termination as binding obligations.

10. Notices and Correspondence. All notices and correspondence shall be sent by certified mail, return receipt requested, to the parties hereto at the following addresses:

If to Grantor, to: Port of Bremerton
Attn: CEO
8850 SW State Hwy 3
Bremerton, WA 98312

If to Grantee, to: Waterman Mitigation Partners LLC
Attn: Steve Sego
PO Box 376
Burley, WA 98322

Either party may change the above address from time to time by sending a certified letter, return receipt requested, to the other party setting forth such changed address.

11. Amendment. No modification, termination or amendment of this Agreement may be made except by written agreement signed by all parties, except as provided herein.

12. Waiver. No failure by either party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or any other covenant, agreement, term, or condition.

13. Captions. The captions of this Agreement are for convenience and reference only and in no way, define, limit, or describe the scope or intent of this Agreement.

14. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

15. 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.

16. Attorney Fees. The prevailing party in any action concerning this Agreement shall be awarded their reasonable attorney fees and costs

17. 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 Kitsap County, Washington and not in the federal courts of any jurisdiction.

18. 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.

19. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

20. 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.

21. 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.

22. 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.

Grantor:

Grantee:

PORT OF BREMERTON

WATERMAN MITIGATION PARTNERS LLC

By: _____

By: _____

Name: Cary Bozeman
Title: Commission President

Name: Steve Sego
Title: Governor

By: _____

Name: Axel Strakeljahn
Title: Commission Vice-President

By: _____

Name: Gary Anderson
Title: Commission Secretary

STATE OF WASHINGTON)
)
COUNTY OF KITSAP)

On this ____ day of _____, 2020, before me personally appeared Cary Bozeman, Axel Strakeljahn, and Gary Anderson, to me known to be the Commissioners of the Port of Bremerton, the Washington political subdivision that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and that he/she is authorized to execute said instrument.

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

NOTARY PUBLIC in and for the
State of Washington
Residing at _____
My commission expires: _____
Print Name: _____

STATE OF WASHINGTON)
)
COUNTY OF KITSAP)

On this ____ day of _____, 2020, before me personally appeared Steve Sego, to me known to be the Governor of Waterman Mitigation Partners, LLC the limited liability company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and that he/she is authorized to execute said instrument.

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

NOTARY PUBLIC in and for the
State of Washington
Residing at _____
My commission expires: _____
Print Name: _____

Exhibit A
Legal Description

Tax Parcel No(s): **332401-2-024-2006**

That part of vacated Natural Oyster Beds Tract No. 1 abutting and lying in front of Government Lot 2 in Section 33, Township 24 North, Range 1 East, W.M., in Kitsap County, Washington, according to the official map of said Oyster Beds as filed in the Office of State Land Commissioners on September 29, 1894, (vacated January 13, 1930) and conveyed to Kitsap County and the City of Bremerton per Chapter 207, laws of 1947, described as follows including building thereon:

Beginning at the West quarter corner and Meander Corner of said Section 33; thence N 1°57'27" E 1304.40 ft. to an intersection with the boundary of said Tract No. 1; thence along the balanced boundary of said Tract No. 1 for the next four (4) courses: N 11°57'27" E 69.41 ft.; S 64°03'47" E 207.96 ft.; N 65°07'40" E 79.44 ft.; and N 15°25'23" E 96.45 ft. to an intersection with the southerly right-of-way margin of State Route No. 3 and the TRUE POINT OF BEGINNING; thence along said southerly margin N 51°52'27" E 52.59 ft. to the beginning of a curve to the right having a radius of 1372.5 ft.; thence continuing along said southerly margin along said curve an arc distance of 594.87 ft. through a central angle of 24°50'; thence continuing along said southerly margin N 76°42'27" E 102.9 ft.; thence leaving said southerly margin S 32°00'49" E 179.39 ft. to an intersection with the northerly right-of-way margin of the United States Navy Railroad at a point of curvature from which the radial point bears N 33°53'03" W 1208.57 ft.; thence in a southwesterly direction along said northerly right-of-way margin along a curve to the right having a radius of 1208.57 ft. through a central angle of 38°54'24" an arc distance of 820.68 ft. to an intersection with the boundary of said Tract No. 1; thence along said boundary N 15°25'23" E 42.07 ft. to the true point of beginning. EXCEPT. that portion of the above described parcel which lies east of the western shoreline of the Sinclair Inlet tidal pond occupying a portion of the parcel.



** This map is not a substitute for field survey **



Gorst Property (Viking Fence)

