

Cover Sheet - RCW 65.05.047

Return Name & Address

Ueland Tree Farm, LLC  
6323 Pioneer Way East  
Puyallup, Wa. 98371

UELAND TREE FARM 201505290067

Agreement Rec Fee: \$ 92.00

05/29/2015 09:55 AM

Dolores Gilmore, Kitsap Co Auditor

Page: 1 of 21

Type or print information legibly.



Document Title(s): Agreement

Auditor's File Number of Document (s) Referenced: \_\_\_\_\_

Grantor(s) person(s) that conveys, sells or grants interest in property: \_\_\_\_\_

Ueland Tree Farm, LLC  
Kitsap County

Grantee(s) person that buys, receives or to whom conveyance of property is made: \_\_\_\_\_

Abbreviated Legal Description:

- Quarter, Quarter, Section, Township, Range; OR
- Plat/Condo Name, lot or unit number, building or block number; OR
- Short Plat, Large Lot number, lot number and auditor file number

NE, SE 24-24-1W

NW NE 18-24-01E, SE SE 7-24-1E, SW SE 7-24-1E

~~SW~~ NE NE 18-24-01E, SW SW 18-24-1E, NW NW 19-24-1E

~~NW~~ SW NW 19-24-1E, NW SW 19-24-1E, SE SE 24-24-1W

Assessor's 14 digit Tax Parcel Number: 072401-4-132-2003

plus other parcels listed in Exhibit "A"

**DEVELOPMENT AGREEMENT**  
**Between**  
**KITSAP COUNTY AND UELAND TREE FARM, LLC**  
**[Mineral Resource Development]**

**THIS DEVELOPMENT AGREEMENT** (“Agreement”) is entered into effective May \_\_, 2015, by and between the **UELAND TREE FARM, LLC**, a Washington Limited Liability Company (“UTF”); and **KITSAP COUNTY**, a Washington municipal corporation (“County”). Collectively, the County and UTF may be referred to herein as “Parties” and individually as a “Party”.

**RECITALS**

A. UTF received approval of a Mineral Resource Development Conditional Use Permit, DCD File No. 07-44975 (“CUP”) to develop sand, gravel and basalt mineral surface mines on approximately 118 acres within a project site of approximately 327 acres (excluding some access roads) situate on the approximately 1,646 acre Ueland Tree Farm (“Project”). The legal description of the land encompassing the Project is attached hereto as **Exhibit A**. A vicinity map showing the location of the Project is attached hereto as **Exhibit B**. The Notice of Land Use Binder, which includes the final CUP approval and legal description, was recorded on January 27, 2014, and is recorded under Kitsap County Auditor’s File No. 201401270051, and is incorporated herein by reference. The Project is located west of the City of Bremerton and Kitsap Lake in unincorporated Kitsap County, zoned predominantly rural wooded (RW), with a few parcels zoned forest resource land (“FRL”). The Project includes development of one sand and gravel mine and three basalt quarries. Optional and ancillary development may also include an aggregate processing facility; concrete batch plant; topsoil facility; and railroad spur line. It is anticipated that mineral resource development associated with the Project will span 50 years or more, depending upon market conditions, but the approved CUP limits operations to one sand and gravel mine and one basalt quarry at any given time. Following mineral removal, each mine and quarry site will be reclaimed consistent with Kitsap County Code (“KCC”) and Washington Department of Natural Resources (“DNR”) reclamation standards.

B. It is anticipated that UTF will be seeking an amendment to the CUP, primarily to obtain approval of an alternative access route and address considerations associated therewith. Given the duration of the Project, it is possible that there will be additional amendments to the CUP in the future. This Agreement will apply to the CUP and any future amendments thereto, that will automatically be incorporated herein by this reference upon final approval. Collectively, the CUP and any future amendments thereto shall be referred to in this Agreement as the “CUP”.

C. This Agreement is authorized by RCW 36.70B.170 through 36.70B.210, and KCC 21.04.220 (collectively, “Development Agreement Laws”). The County determines that the Project meets the goals and purposes for which the Development Agreement Laws were enacted and adopted. The County further determines that this Agreement is in the public interest, will serve a public use, and will promote the health, safety, prosperity and general welfare of the citizens of the County by, among other things, eliminating uncertainty in long-term planning;

providing for the orderly development of the Project on a comprehensive basis consistent with the Growth Management Act; and effectively utilizing County resources.

## **AGREEMENT**

**NOW, THEREFORE**, in consideration of the foregoing and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **GENERAL PROJECT DESCRIPTION.** The Project is located within the Ueland Tree Farm, which is owned by UTF. Mineral resource development will span 50 years or more, depending upon market conditions. The Project site consists of approximately 327 acres (excluding some access roadways), within which approximately 118 acres will be mined for sand, gravel and basalt mineral resources. The approximately 209 residual acres will remain commercial timberlands within the Ueland Tree Farm. The Project will be developed in multiple phases, with each phase related to development of one sand and gravel mine or one basalt quarry, together with operational and ancillary development and infrastructure.

2. **PHASING OF THE PROJECT.** The Parties agree that there will be multiple phases over the duration of this Agreement. Unless otherwise agreed by the Parties, each mine (Gravel Mine A) or quarry (Quarry A, B and C) shall be incorporated into a separate phase. It is anticipated that development of each phase may include, without limitation, timber harvesting; clearing, grading and excavation (including blasting in the basalt quarries); infrastructure improvements, such as stormwater, utilities and road construction; building construction; installation of processing equipment and facilities; and ancillary improvements. The timing of phases will depend upon market conditions, demand and mineral resource depletion in prior phases, which cannot be predicted in advance with any certainty. In addition, given the varying complexities anticipated with development activities required in each phase, it is not readily practical or possible to anticipate the length of time reasonably necessary to complete development activities associated with a phase until complete permit applications are filed with the County. UTF shall apply for a Site Development Activity Permit (“SDAP”) for the first phase within ten (10) years after the date of this Agreement. Thereafter, UTF shall have the right throughout the term of this Agreement at any time to apply for a SDAP or other permit associated with any other phase. Any CUP mitigation conditions associated with the overall Project, such as groundwater monitoring, primary access route development and off-site transportation improvements, shall be included in the first phase of development and, to the extent applicable, in any subsequent phase. Each phase shall be evaluated by the County independently, but with due consideration of the infrastructure and improvements constructed or incorporated into preceding phases in order to coordinate infrastructure throughout the entire Project. Pursuant to the approved CUP, Mitigation Condition No. 116, UTF shall submit a phasing plan to the Director of Community Development (“DCD”) prior to or simultaneously with the first SDAP application. The Director of DCD, in conjunction with issuance of each SDAP, shall determine the appropriate duration of the SDAP based upon the timeframe deemed reasonably necessary to complete the development activities, with periodic review according to timeframes under KCC 12.10.055. Subject only to CUP limitations, each phase may be pursued separately, simultaneously, or otherwise without regard to completion or progress on any other phase of the Project.

### **3. DEVELOPMENT PLANNING.**

3.1 **State Environmental Policy Act (“SEPA”).** The County acted as lead agency and analyzed the environmental impacts of the proposed Project. The County issued a Draft Environmental Impact Statement on February 27, 2009, and Final Environmental Impact State (“FEIS”) on August 25, 2009. It is anticipated that in conjunction with the contemplated, and any future, CUP amendments, there will be further environmental analysis of the potentially adverse environmental impacts associated with the requested amendment. Any future environmental analysis including, without limitation, any supplemental or amended EIS, or any Determination of Significance (“DS”), Mitigated Determination of Non-Significance (including mitigation conditions) (“MDNS”) or Determination of Non-Significance (“DNS”) associated with a requested CUP amendment will automatically be incorporated herein by this reference upon final approval of the applicable CUP amendment. The DEIS, FEIS, any supplements, addenda, or amendments thereto, together with future DS, MDNS or DNS, if any, shall be referred to collectively herein as the “Project Environmental Analysis”. The Project Environmental Analysis included, or will include, within its scope the anticipated level of development within the Project. All SEPA-based conditions necessary to mitigate potential adverse environmental impacts associated with the Project are, or will be, included as mitigation conditions in the CUP. Accordingly, it is anticipated that there will be no additional SEPA-based conditions imposed on the Project, except in conjunction with a requested CUP amendment involving changes to the Project and potential adverse environmental impacts not previously analyzed. Notwithstanding the foregoing, however, SEPA may be re-opened for additional environmental review if any of the criteria in WAC 197-11-340(3) occur.

#### **3.2 SDAP and Permit Approvals.**

3.2.1 **General.** To the extent practical, the County may expedite and give priority status to the processing of applications for development permits, forest practices applications and similar or related submissions by UTF associated with the Project; provided, however, that UTF will be required to pay any additional charges associated with expedited review and processing. The County will evaluate all SDAP, building, construction or other permit applications associated with the Project based on consistency with this Agreement, the CUP, and applicable laws, regulations and/or ordinances. The County, where it deems adequate, shall rely upon information, consulting reports and evaluations submitted in conjunction with the Project Environmental Analysis and CUP, including, without limitation, topographical maps; drainage and soil reports; critical areas evaluations (including wetlands, streams, geotechnical and other analysis); habitat and noise evaluations; traffic reports, analysis and concurrency; visual analysis and similar reports and evaluations. Each SDAP shall address the time between site grubbing/grading and completion of construction, including site stabilization and drainage improvements to be installed. Because the following issues have been addressed in the CUP, it is anticipated that UTF will not be required to submit the following in conjunction with an SDAP or other permit: (1) SEPA Checklist; (2) Landscaping Plan; (3) Technical Reports, if the subject matter thereof was included in the Project Environmental Analysis and/or CUP; (4) Concurrency, traffic report or analysis; or (5) Project Narrative.

### **3.2.2 SDAP –Parcel Consolidation or Boundary Line Adjustment.**

UTF shall submit a Site Plan with each SDAP application clearly identifying the land to be included within the mining phase; provided, however, that UTF shall have the right to request by application an amendment of the Site Plan from time-to-time during the pendency of the SDAP to add or remove land as deemed necessary or desirable by UTF, which application may be approved, denied, or approved with conditions by the County as a Type I application pursuant to KCC 21.04.050(A)(1). Improvements to the primary access road(s) serving the entire Project shall be addressed in the first SDAP for a phase without the need to include all of the land associated with the primary access road(s) in the Site Plan for the first SDAP. Unless the Parties otherwise agree, the Site Plan shall be limited to only one mine or quarry site. The CUP contemplates that there will be active mining sites with the residual land remaining as commercial timberlands within the Ueland Tree Farm. In order to segregate the active mining sites from the residual commercial timberlands in a phase, UTF may utilize parcel consolidation and/or boundary line adjustment.

#### **3.2.2.1 Parcel Consolidation/Boundary Line Adjustment.**

UTF shall have the right and authority, but not the obligation, to consolidate tax parcels or perform boundary line adjustments for purposes of making the segregation between active mining sites and residual commercial timberlands. No County approval shall be required of a parcel consolidation or boundary line adjustment; provided, however, that it meets the requirements of KCC 16.04.050(G) and state law.

3.3 **Mine or Quarry Sites.** Upon satisfaction of the requirements set forth in the SDAP for any phase, and subject to obtaining building permits and occupancy certificates for any buildings or structures (and any future buildings or structures), UTF shall not be required to obtain any additional County land use or other permits in conjunction timber harvesting, forest practices, clearing, grading and excavation (including blasting associated with the quarries) associated mining operations including, without limitation, segmental mining and reclamation; provided, however, that all such activities must be in full compliance with the CUP; Department of Ecology Sand and Gravel Permit; NPDES Permit; Puget Sound Clean Air Agency Permit; and DNR Reclamation Plan Permit. The County may prepare a letter to DNR providing County global approval of forest practices applications within the Project lands, subject to compliance with the CUP and mitigation conditions. Given the duration of this Project, and subject to compliance with the CUP and mitigation conditions, UTF shall be permitted to continue commercial timberland operations within the Project including, without limitation, timber harvesting and replanting, under Class II and/or Class III Forest Practice Applications; provided, however, that once parcels are converted from commercial timberlands pursuant to Section 3.4, they shall be deemed converted to mining uses and no longer considered commercial forestlands until after completion of mining operations and reclamation.

3.4 **Commercial Timberland Conversion.** Within thirty (30) days after the issuance of an SDAP for a phase, UTF shall convert the parcels on which there will be active mining within the phase from commercial timberlands and pay any compensating taxes resulting from conversion.

3.5 **Rezone/Comprehensive Plan Amendment – FRL to RW Zoned Land.**

In conjunction with the 2016, or next occurring, opportunity for amendment of the County Comprehensive Plan and Zoning Maps, should the County staff request an amendment, or Ueland submit an application request for amendment, the County agrees to consider an amendment to the Comprehensive Plan and Zoning Maps to either (a) rezone any Project land currently zoned Forrest Resource Land to Rural Wooded; or (b) change uses authorized in the Zoning Use Tables, KCC 17.381.040(A) (“Use Tables”), applicable to the FRL zone to include the mining and other activities approved for the Project. The County will also consider adopting a Mineral Resource Overlay for the Project lands. In addition, the County will consider rezoning Kitsap County Tax Parcel Nos. 202401-3-004-2003, 202401-2-012-2005, 202401-2-024-2001, 202401-2-025-2000 and 202401-2-011-2006 (commonly known as “Kitsap Quarry”) to a zoning classification that will facilitate continued use and development of Kitsap Quarry for mining and related uses.

4. **DEVELOPMENT STANDARDS/INFRASTRUCTURE.**

4.1 **Transportation.**

4.1.1 The County has issued a Certificate of Concurrency for the Project, which shall remain valid for the term of this Agreement. If the Project is amended, and the DCD determines that the peak hour trips for the revised Project have increased over the number of such trips in the traffic concurrency analysis for the original Project, then the revised Project shall be retested for traffic concurrency. The County shall issue the new or revised Certificate of Concurrency based upon any new concurrency test for the revised Project upon issuance of the next SDAP or other permit associated with the Project.

4.1.2 All transportation mitigation conditions for the Project are included in the CUP. Subject to compliance with the CUP mitigation conditions, and where there are no other significant changes in the proposed Project that are not addressed in the CUP, UTF shall not be required to construct or fund, including impact fees, any additional on-site or off-site transportation improvements, including, but not limited to, any transportation, roadway, intersection, turn lanes, pedestrian or bicycle lanes, curbs, utilities, signalization or signage associated with the Project.

4.1.3 Notwithstanding anything to the contrary in this Agreement, the County shall apply the transportation standards including, but not limited to, road construction standards, level of service (“LOS”), and standards for access, circulation and parking applicable to the Project in effect in the County on April 23, 2008 (date of complete CUP application) throughout the term of this Agreement. Roadways associated with the Project that are located on private land shall be constructed to applicable private gravel roadway standards.

4.2 **Water and Sewerage.** Unless the Parties otherwise mutually agree, water to serve the Project shall be provided by the City of Bremerton. Sanitary sewer utilities will not be required within the Project. Sewerage shall be provided by on-site septic system(s).

#### 4.3 Stormwater.

4.3.1 All stormwater mitigation conditions for the Project are included in the CUP. Subject to compliance with the CUP mitigation conditions, and where there are no other significant changes in the proposed Project that are not addressed in the CUP, UTF shall not be required to fund or construct any additional on-site or off-site stormwater conveyance system infrastructure or improvements associated with the Project.

4.3.2 Notwithstanding anything to the contrary in this Agreement, the Kitsap County Stormwater Design Manual (April 1, 1997), and any amendments effective as of April 23, 2008 (date of complete CUP application), shall govern all stormwater conveyance system matters associated with the Project throughout the term of this Agreement.

#### 5. TERM/VESTING.

5.1 Term. The term of this Agreement shall be thirty-five (35) years from the date executed by all Parties, and the term of the CUP shall coincide with the term of this Agreement; provided, however, that the term may be extended by amendment hereof approved by the County Commissioners. Unless amended, all approvals and permits shall expire upon the termination date. Notwithstanding anything to the contrary in this Agreement, UTF may provide written notice to the County that UTF elects not to proceed with the Project. In such case, UTF shall have the right and authority to terminate unilaterally this Agreement, but will remain obligated to complete or bond any unfinished improvements and/or reclamation required under the CUP.

5.2 General Vesting. Throughout the duration of this Agreement, the Project shall be vested to the land use laws, regulations and resolutions applicable to the Project and existing on April 23, 2008, which was the date the CUP application was deemed complete ("Vested Laws"), including, but not limited to, (a) the Kitsap County Comprehensive Plan; (b) Kitsap County Code, including zoning use tables and development regulations and standards; (c) Kitsap County Building Code and Regulations; and (d) Kitsap County Stormwater Design Manual (April 1, 1997)(together with any amendments thereto that were effective on April 23, 2008). All permits and other approvals associated with the Project shall be governed by the vesting provisions set forth in this Agreement. However, this vesting shall not prohibit UTF, at its sole discretion, from providing more than the minimum required by the Vesting Laws. In addition, to the extent that any portion of the Project may be considered a legal non-conforming use under any prior governmental statute, ordinance, law, regulation, building or other code, policy or guideline, this provision shall not be deemed to inhibit or prevent UTF from taking advantage thereof. Throughout the duration of this Agreement, the County shall not modify or impose new or additional development standards or requirements on the Project, except as follows:

5.2.1 Construction Standards. Notwithstanding any other provision in this Agreement, all applications for building permits shall conform to the versions of the International Building Code, and Uniform Fire Code and similar construction codes as adopted by the County in effect at the time such permit application is made.

5.2.2 **Review Fees.** Permit applicants within the Project shall pay the County review fees in effect on the date each permit is submitted for processing including, where applicable, hourly rates for review.

5.2.3 **Impact Fees.** The impact fees payable during the duration of this Agreement shall be the fee amounts in effect on the date of submittal of an application for a permit requiring the payment of impact fees. Upon mutual agreement of the Parties, and compliance with applicable laws, the County may agree to a credit against impact fees for the fair market value of easements, property interests or mineral resources conveyed or provided to the County or other governmental agencies by UTF.

5.2.4 **Other Fees.** Unless otherwise provided in the CUP, all utility connection fees and other fees not specifically addressed in this Agreement shall be paid in accordance with the rules in effect on the date the fee-generating activity occurs, but the amount of such fees shall take into account the facilities installed by UTF at its cost (and not at the cost of the utility).

5.2.5 **County's Reserved Authority.** Notwithstanding the foregoing, the County reserves the authority under RCW 36.70B.170(4) to impose new or different regulations, to the extent required by the federal or state governments, or by a serious threat to public health and safety.

5.3 **Amendments.** Throughout the duration of this Agreement, should any of the Vested Laws be amended, modified or changed, UTF, at its sole discretion, may elect to have a permit or approval for the Project considered under all of such amended Vested Laws in effect on the date of application for a permit or approval; provided, however, that in the event of amendment, changes or modifications to County ordinances, regulations, resolutions or policies, including, but not limited to, the Kitsap County Comprehensive Plan, Kitsap County Code (including, without limitation, zoning use tables and development regulations and standards), and Kitsap County Stormwater Design Manual applicable to the Project, then UTF may elect to have such amended County ordinances, regulations, resolutions or policies apply to the permit or approval without adversely impacting its rights under other Vested Laws.

6. **COMPLIANCE WITH LAWS.** Throughout the duration of this Agreement, UTF, at its sole cost and expense, shall promptly comply with all applicable laws as they relate to the Project. To the extent that UTF's compliance shall require cooperation and participation by the County, the County agrees to use its best efforts to cooperate and participate.

## 7. **RIGHT TO ASSIGN OR OTHERWISE TRANSFER.**

7.1 **Assignment/Transfer Right.** During the duration of this Agreement, UTF shall have the right and privilege to sell, assign, or otherwise transfer this Agreement to such other persons, firms, corporations, partnerships, joint ventures, and federal, state, or municipal government or agency thereof, as UTF shall select ("Transferee"); provided that: (a) such sale, assignment, or transfer shall be made expressly subject to the terms, covenants and conditions of this Agreement; (b) there shall be delivered to the County a duly executed and recordable copy of the document evidencing such transfer; and (c) such transfer shall not be



effective to bind the County until the Transferee has assumed all obligations of UTF under this Agreement and notice thereof is given to the County, and such notice shall designate the name and address of the Transferee.

7.2 **Succession.** The Transferee (and all succeeding and successor Transferees) shall succeed to all rights and obligations of UTF under this Agreement, including the right to further assign; subject, however, to all duties and obligations of UTF in and pertaining to Agreement. Upon such transfer by UTF, or by a successor in accordance with the requirements of this section, UTF (and/or its successive Transferees) as Transferor in such transfer shall be released and discharged from all of its future duties and obligations arising under this Agreement.

## 8. **GENERAL PROVISIONS/MISCELLANEOUS.**

8.1 **No Third Party Rights.** Except as specifically set forth in this Agreement, the provisions of this Agreement are for the exclusive benefit of the County, UTF and their respective successors and assigns and not for the benefit of any third person. This Agreement shall not be deemed to have conferred any rights upon any third person.

8.2 **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

8.3 **Construction.** The section headings throughout this Agreement are for convenience and reference only and the words contained in them shall not be held to expand, modify, amplify or aid in the interpretation, construction or meaning of this Agreement. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identification of the person or persons, firm or firms, corporation or corporations may require. The locative adverbs "herein", "hereunder", "hereto", "hereby", "hereinafter", etc., whenever the same appear herein, mean and refer to this Agreement in its entirety and not to any specific section or subsection hereof.

8.4 **Fair Construction.** The Parties acknowledge and agree that each was properly represented by counsel, and that this Agreement was negotiated and drafted at arm's length so that the judicial rule of construction to the effect that a legal document shall be construed against the draftsman shall be inapplicable to this Agreement.

8.5 **Authority to Execute Agreement.** The Parties represent to each other that they possess sufficient and requisite jurisdiction and authority to enter into this Agreement.

8.6 **Governing Law.** This Agreement shall be governed by and construed in accordance with the Laws of the State of Washington. Venue for any legal action pertaining to this Agreement shall be in a Superior Court of the State of Washington with proper jurisdiction.

8.7 **Amendment; Minor Modifications.** No modification or amendment of this Agreement may be made except by written agreement signed by each of the Parties to this Agreement, or their successors and assigns. All amendments will be processed in accordance with Chapter 36.70B RCW and applicable KCC. Administrative minor modifications are those as defined in KCC 17.421.040(B)(1). Any modifications that impact Vesting Laws shall require the written consent of the County and UTF, including administrative minor modifications under this section.

8.8 **Notices.** All communications, notices and demands of any kind which a Party under this Agreement requires or desires to give to the other Party shall be in writing and either (a) delivered personally (including delivery by professional courier services), (b) sent by facsimile transmission with an additional copy mailed first class, (c) sent via electronic mail with confirmation of receipt; or (d) deposited in the U.S. mail, certified mail postage prepaid, return receipt requested, to the addresses set forth below. Notice by hand delivery, facsimile or electronic email shall be effective upon receipt. If deposited in the mail, notice shall be deemed delivered 48 hours after deposited. Any Party at any time by notice to the other party may designate a different address or person to which such notice or communication shall be given.

To the County:            Kitsap County Department of Community Development  
                                 Attention: Director  
                                 MS-36  
                                 614 Division Street  
                                 Port Orchard, Washington 98366

To UTF:                    Ueland Tree Farm, LLC  
                                 Attention: Mark Mauren  
                                 6323 Pioneer Way East  
                                 Puyallup, Washington 98731

8.9 **Incorporation by Reference.** The Recitals set forth in this Agreement, and all exhibits annexed hereto, are hereby incorporated by reference into this Agreement.

8.10 **No Joint Venture.** Notwithstanding any other provision of this Agreement, or any other agreements, contracts, or obligations which may derive therefrom, nothing herein shall be construed to make the County or UTF partners or joint venturers, or to render any Party liable for any of the debts or obligations of the other Party.

8.11 **Entire Agreement.** This Agreement, together with the exhibits annexed hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings between the Parties relating to the subject matter hereof.

8.12 **Waiver.** The waiver by one Party of the performance of any covenant, condition, or promise shall not invalidate this Agreement nor shall it be considered a waiver by such Party of any other covenant, condition, or promise hereunder. The waiver by either or both Parties of the time for performing any act shall not constitute a waiver of the time for performing any other act or an identical act required to be performed at a later time. The exercise of any

remedy provided by law or the provisions of this Agreement shall not exclude other consistent remedies unless they are expressly excluded.

8.13 **Exculpation.** Notwithstanding anything contained to the contrary in any provision of this Agreement, it is specifically agreed and understood that there shall be absolutely no personal liability on the part of any individual elected officials, appointed administrators, officers, directors, members or employees of the County or UTF with respect to any of the obligations, terms, covenants, and conditions of this Agreement; and each Party shall look solely to the other Party or any such assignee or successor in interest for the satisfaction of each and every remedy available to a Party in the event of any breach by the other Party or by any such assignee or successor in interest of any of the obligations, terms, covenants, and conditions of this Agreement to be performed by a Party, such exculpation of personal liability to be absolute and without any exception whatsoever.

8.14 **Recording.** Upon execution of this Agreement by both Parties, and pursuant to the Development Agreement Statute, RCW 36.70B.190, this Agreement shall be recorded with the Kitsap County Auditor.

8.15 **Binding Effect.** The terms herein contained shall bind and inure to the benefit of the County and UTF, their successors and assigns, including a city that assumes jurisdiction through incorporation or annexation of the area covering the property covered by the development agreement.

8.16 **Counterparts.** This Agreement may be executed in any number of counterparts and all counterparts shall be deemed to constitute a single agreement. The execution of one counterpart by a Party shall have the same force and effect as if that Party had signed all other counterparts. Executed copies of this Agreement delivered by facsimile transmission shall be deemed an original signed copy of this Agreement.

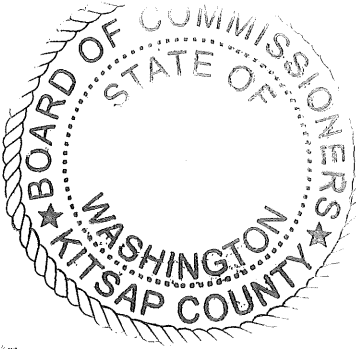
8.17 **Time is of the Essence.** For the purposes of this Agreement and all transactions contemplated thereunder, time is of the essence.

**IN WITNESS WHEREOF**, this Agreement has been entered into between the County and UTF, effective on the last date of signatures below.

Dated this \_\_ day of May, 2015.

[Remaining Page Intentionally Blank – Signature Page Follows]

**BOARD OF COUNTY COMMISSIONERS  
KITSAP COUNTY, WASHINGTON**



*Robert Gelder*  
ROBERT GELDER, Chair

*Edward E. Wolfe*  
EDWARD E. WOLFE, Commissioner

*Charlotte Garrido*  
CHARLOTTE GARRIDO, Commissioner

ATTEST:

*Dana Daniels*  
Dana Daniels, Clerk of the Board

**UELAND TREE FARM, LLC,**  
a Washington Limited Liability Company

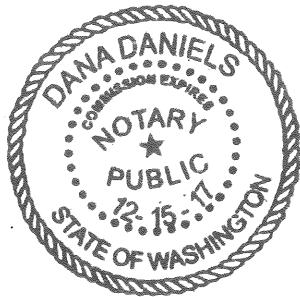
By: *see attached*  
Philip Craig Ueland  
Managing Member

By: *see attached*  
Nicole S. Ueland  
Member

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF KITSAP )

I certify that I know or have satisfactory evidence that **ROBERT GELDER** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as a member of the Kitsap County Board of Commissioners, Port Orchard, Washington, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED: May 20<sup>th</sup>, 2015.



*Dana Daniels*

(Signature of Notary)

Dana Daniels

(Legibly Print or Stamp Name of Notary)

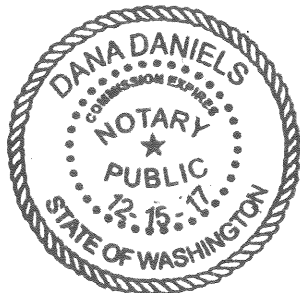
Notary public in and for the State of Washington,  
residing at Port Orchard

My appointment expires 12-15-2017

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF KITSAP )

I certify that I know or have satisfactory evidence that **CHARLOTTE GARRIDO** is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument, and acknowledged it as a member of the Kitsap County Board of Commissioners, Port Orchard, Washington, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED: May 20<sup>th</sup>, 2015.



*Dana Daniels*

(Signature of Notary)

Dana Daniels

(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington,  
residing at Port Orchard

My appointment expires 12-15-2017

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF KITSAP )

I certify that I know or have satisfactory evidence that **EDWARD E. WOLFE** is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument, and acknowledged it as a member of the Kitsap County Board of Commissioners, Port Orchard, Washington, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED: May 20<sup>th</sup>, 2015.



Dana Daniels  
(Signature of Notary)  
Dana Daniels  
(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington,  
residing at Port Orchard  
My appointment expires 12-15-2017

**BOARD OF COUNTY COMMISSIONERS  
KITSAP COUNTY, WASHINGTON**

\_\_\_\_\_  
**ROBERT GELDER, Chair**

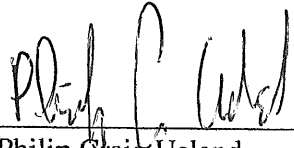
*See previous*  
\_\_\_\_\_  
**EDWARD E. WOLFE, Commissioner**

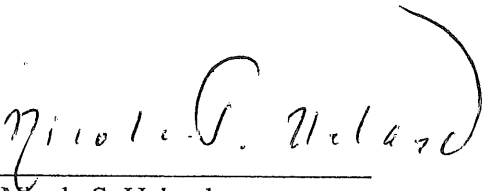
\_\_\_\_\_  
**CHARLOTTE GARRIDO, Commissioner**

ATTEST:

\_\_\_\_\_  
Dana Daniels, Clerk of the Board

**UELAND TREE FARM, LLC,**  
a Washington Limited Liability Company

By:   
Philip Craig Ueland  
Managing Member

By:   
Nicole S. Ueland  
Member

State of New South Wales

Hunters Hill Council ss

I certify that I know or have satisfactory evidence that **PHILIP CRAIG UELAND** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the managing member of Ueland Tree Farm, LLC, a Washington limited liability company, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED: May 22, 2015.



(Signature of Notary)

GAVIN YE

(Legibly Print or Stamp Name of Notary)

Notary public in and for NSW AUSTRALIA  
residing at 32 ALEXANDRA ST HUNTERS HILL NSW  
My appointment expires \_\_\_\_\_

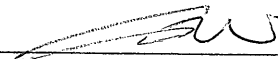


State of New South Wales

Hunters Hill Council ss

I certify that I know or have satisfactory evidence that **NICOLE S. UELAND** is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument, and acknowledged it a member of Ueland Tree Farm, LLC, a Washington limited liability company, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED: May 22, 2015.

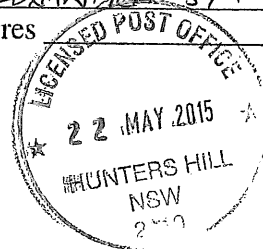


(Signature of Notary)

GAVIN YE

(Legibly Print or Stamp Name of Notary)

Notary public in and for NSW AUSTRALIA  
residing at 32 ALEXANDRA ST HUNTERS HILL  
My appointment expires \_\_\_\_\_





**LIST OF ATTACHMENTS:**

**(To Be Attached Prior to Execution)**

Exhibit A	Legal Description of Project Property
Exhibit B	Vicinity Map of Property

**EXHIBIT A**  
**UTF SUBJECT PROPERTY**  
**LEGAL DESCRIPTION**

**072401-4-132-2003**

RESULTANT PARCEL B OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NO. 200912100011, BEING A RE-RECORDING OF AUDITOR'S FILE NO. 200910220022, RECORDS OF KITSAP COUNTY, WASHINGTON.

**072401-4-105-2006**

RESULTANT PARCEL C OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NO. 200912100011, BEING A RE-RECORDING OF AUDITOR'S FILE NO. 200910220022, RECORDS OF KITSAP COUNTY, WASHINGTON.

**182401-1-014-2009**

RESULTANT PARCEL T OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NO. 200011270053, RECORDS OF KITSAP COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, EXCEPT THE EAST 440 FEET THEREOF, AND THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, ALL WITHIN TOWNSHIP 24 NORTH, RANGE 1 EAST, W.M., KITSAP COUNTY, WASHINGTON, EXCEPT THOSE PORTIONS CONTAINED WITHIN PARCEL X.

**182401-1-015-2008**

RESULTANT PARCEL U OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NO. 200011270053, RECORDS OF KITSAP COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: THE EAST 440 FEET OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, AND THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, ALL WITHIN TOWNSHIP 24 NORTH, RANGE 1 EAST, W.M., KITSAP COUNTY, WASHINGTON, EXCEPT THOSE PORTIONS CONTAINED WITHIN PARCEL X.

**182401-3-010-2009**

RESULTANT PARCEL Q OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NO. 200011270053, RECORDS OF KITSAP COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19, AND THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, ALL WITHIN TOWNSHIP 24 NORTH, RANGE 1 EAST, W.M., IN KITSAP COUNTY, WASHINGTON, EXCEPT THOSE PORTIONS CONTAINED WITHIN PARCEL X.

**192401-2-003-2009**

LOT 7, PAGE 3 OF SEGREGATION REQUEST RECORDED UNDER AUDITOR'S FILE NO. 9605240200; THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 24 NORTH, RANGE 1 EAST, W.M., KITSAP COUNTY, WASHINGTON.

**192401-2-002-2000**

LOT 6, PAGE 3 OF SEGREGATION REQUEST RECORDED UNDER AUDITOR'S FILE NO. 9605240200; THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 24 NORTH, RANGE 1 EAST, W.M., KITSAP COUNTY, WASHINGTON.

**192401-2-004-2008**

LOT 8, PAGE 3 OF SEGREGATION REQUEST RECORDED UNDER AUDITOR'S FILE NO. 9605240200; THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 24 NORTH, RANGE 1 EAST, W.M., KITSAP COUNTY, WASHINGTON.

**192401-2-005-2007**

LOT 9, PAGE 3 OF SEGREGATION REQUEST RECORDED UNDER AUDITOR'S FILE NO. 9605240200; THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 24 NORTH, RANGE 1 EAST, W.M., KITSAP COUNTY, WASHINGTON.

**192401-2-006-2006**

LOT 10, PAGE 3 OF SEGREGATION REQUEST RECORDED UNDER AUDITOR'S FILE NO. 9605240200; THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 24 NORTH, RANGE 1 EAST, W.M., KITSAP COUNTY, WASHINGTON.

**242401-4-005-1008**

LOT 5, PAGE 6 OF SEGREGATION REQUEST RECORDED UNDER AUDITOR'S FILE NO. 9605240200; THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 24 NORTH, RANGE 1 WEST, W.M., KITSAP COUNTY, WASHINGTON.

**192401-3-005-2005**

LOT 23, PAGE 3 OF SEGREGATION REQUEST RECORDED UNDER AUDITOR'S FILE NO. 9605240200; THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 24 NORTH, RANGE 1 EAST, W.M., KITSAP COUNTY, WASHINGTON.

**192401-3-004-2006**

LOT 22, PAGE 3 OF SEGREGATION REQUEST RECORDED UNDER AUDITOR'S FILE NO. 9605240200; THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 24 NORTH, RANGE 1 EAST, W.M., KITSAP COUNTY, WASHINGTON.

**192401-3-010-2008**

RESULTANT PARCEL O OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NO. 200011270053, RECORDS OF KITSAP COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: THE WEST 130 FEET OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19, AND THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19, EXCEPT THE NORTH 100 FEET THEREOF, ALL WITHIN TOWNSHIP 24 NORTH, RANGE 1 EAST, W.M., IN KITSAP COUNTY, WASHINGTON, EXCEPT THOSE PORTIONS CONTAINED WITHIN PARCEL X.

**192401-2-011-2108**

THAT PORTION OF FOLLOWING DESCRIBED PROPERTY LYING INSIDE SOUTH KITSAP SCHOOL DISTRICT. RESULTANT PARCEL P OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NO. 200011270053, RECORDS OF KITSAP COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: THE NORTH 100 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19, AND THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19, AND THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, ALL WITHIN TOWNSHIP 24 NORTH, RANGE 1 EAST, W.M., IN KITSAP COUNTY, WASHINGTON, EXCEPT THOSE PORTIONS CONTAINED WITHIN PARCEL X.

**242401-4-006-1007**

LOT 6, PAGE 6 OF SEGREGATION REQUEST RECORDED UNDER AUDITOR'S FILE NO. 9605240200; THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 24 NORTH, RANGE 1 WEST, W.M., KITSAP COUNTY, WASHINGTON.

**242401-4-008-1005**

LOT 8, PAGE 6 OF SEGREGATION REQUEST RECORDED UNDER AUDITOR'S FILE NO. 9605240200; THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 24 NORTH, RANGE 1 WEST, W.M., KITSAP COUNTY, WASHINGTON.

**242401-4-007-1006**

LOT 7, PAGE 6 OF SEGREGATION REQUEST RECORDED UNDER AUDITOR'S FILE NO. 9605240200; THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 24 NORTH, RANGE 1 WEST, W.M., KITSAP COUNTY, WASHINGTON.

# EXHIBIT B VICINITY MAP

