

August 13, 2021

VIA REGULAR U.S. AND CERTIFIED MAIL AND EMAIL

ccaldis@wini.com

Cory Caldis
37951 Buck Road NE
Hansville, WA 98340

POSTED ON THE VESSEL

Cory Caldis
18809 Front Street NE
Berth No. D-5
Poulsbo, WA 98370

Re: Declaration of Abandonment and Derelict Vessel and Notification of Intent to Obtain Custody of the Vessel

Vessel Name: Viking Magic - 36 Foot 1980 WBPB Cabin Vessel
HIN: WNZ07342G717
Registration No.: WN7407SL (Expired)
Berth No.: D-5

Dear Mr. Caldis:

This firm represents the Port of Poulsbo (the "Port"). The purpose of this letter is to inform you of certain actions the Port is taking due to your abandonment of the Vessel and derelict condition of the Vessel. The Port has been monitoring the above-referenced Vessel daily for the past several weeks, over which time you, nor any other persons, have not entered the Berth of the Vessel. The Vessel is in serious disrepair, is currently not insured, and is not licensed in violation of the Moorage License Agreement you signed and the Port Marina Regulations, which are incorporated by reference into the Moorage License Agreement. A copy of the Moorage License Agreement and Marina Regulations are attached to this letter as **Exhibit A** and copies of photos showing the derelict condition of the Vessel are attached to this letter as **Exhibit B**.

The Port urges you to take immediate action to address your derelict Vessel. Should you fail to remove the Vessel from the Port's property within the timeframes indicated in the notices attached to this letter, the Port will exercise its statutory remedies to obtain custody of the Vessel and proceed to dispose of the Vessel as authorized in Chapter 79.100 RCW (Notice to Comply or Vacate Pursuant to the Moorage License Agreement and RCW 59.12.030 is attached as **Exhibit C** and Notice of Intent to Obtain Custody Pursuant to RCW 79.100.040 for derelict and abandoned vessels is attached as

Exhibit D). Pursuant to Chapter 79.100 RCW, you are responsible for reimbursing the Port for the costs associated with removal or disposal of the Vessel. An estimate of these costs is attached to this letter as **Exhibit E.**

Your failure to maintain a seaworthy vessel and failure to comply with Port regulations and state laws regarding maintenance of the vessel, puts the Port, its moorage licensees, and the public at risk. Notwithstanding the timelines in the attached Notices, the Port reserves the right to enforce its rights under the law or equity, including without limitation, taking immediate action to secure the Vessel if it poses an immediate danger of sinking, breaking up, or blocking navigational channels.

The Port looks forward to you promptly removing this derelict Vessel.

Sincerely,

CHMELIK SITKIN & DAVIS P.S.



Timothy D. Schermetzler

TDS/sld
Encl.
cc: Client

EXHIBIT A

PORT OF POULSBO
P.O. BOX 732, POULSBO, WASHINGTON 98370
Moorage License Agreement

This moorage license agreement ("Agreement") is entered into by and between the Port of Poulsbo ("Port"), and Corey Caldis, the undersigned vessel owner ("Licensee"). In consideration of the mutual terms and conditions set forth herein, Port and Licensee agree as follows:

1. BERTHAGE SPACE/TERM: Port grants a revocable license to Licensee for the use of certain berthage space in the Poulsbo Marina on a month-to-month basis, identified as: Berth # D5 Boathouse # . The Port reserves the right to change berthage space assignments.

2. LICENSE FEE AND DEPOSIT: Licensee agrees to pay the Port a license fee for such berthage space as follows:

2.1 MONTHLY LICENSE FEE: The monthly license fee shall be \$ 215.40, payable in advance on or before the first (1st) day of the month, and delivered to the Port by mail or personal delivery at the Port office. Moorage payments which are not paid by the tenth (10th) day of the month are considered delinquent and subject to delinquent charges described in Section 5; provided, however, that said monthly license fees may be changed by the Port at a regularly scheduled Port Commission meeting. ~~INITIAL~~

2.2 YEARLY PAYMENTS IN ADVANCE: Licensee may pay license fees on a yearly basis in advance. All yearly licenses commence January 1 and end December 31 of that same year. If the Port Commission changes the monthly rate, the Port shall notify Licensee and Licensee will have ten (10) days to update the advance license fee payment for the balance of that license year.

2.3 FIRST MONTH PRORATED: The first month's license fee will be prorated. All subsequent months will be charged on a calendar month basis with no proration for the last month of occupancy. ~~INITIAL~~

2.4 LICENSE FEE BASED ON VESSEL OR BERTHAGE SLIP LENGTH: Monthly or yearly license fees shall be calculated on the greater of the vessel length or berthage slip length.

2.5 SECURITY DEPOSIT: Licensee agrees that a security deposit in the amount of 215.40 shall be payable upon the execution of this Agreement. This security deposit is not to be used by Licensee as an offset to last month's license fee payment unless Port consents in writing. This security deposit will be deposited by the Port with the Kitsap County Treasurer, and any interest paid on this security deposit shall accrue to the benefit of the Port. This security deposit may be used by Port at any time to ensure that Licensee complies with all terms and conditions of this Agreement and performs all obligations herein. In the event it becomes necessary for Port to utilize this security deposit to cure any default or breach by Licensee, Licensee shall be required to provide additional funds to Port upon ten (10) days written notice from Port to Licensee to replenish this security deposit. Within ten (10) days after the termination of this license and/or vacation of the berthage space, Port shall provide Licensee with an itemized statement of the basis for retaining any of this security deposit together with the payment of any refund of the security deposit due to Licensee.

3. USE OF BERTHAGE SPACE: Licensee acknowledges receipt of, and agrees to abide by, that certain Port of Poulsbo Handbook of Poulsbo Marina Regulations ("Handbook"), which is incorporated herein by this reference. Licensee agrees to use the berthage slip for recreational purposes, for the purpose of moorage of Licensee's vessel only. Licensee agrees to keep the berthage space and the area surrounding the berthage slip neat, clean, and orderly. Licensee agrees not to reside on his or her vessel on more than a total of thirty (30) days in any forty (40) day period, or on more than a total of ninety (90) days in any three hundred sixty-five (365) day period, while the vessel is moored at the marina, without express written permission of the Port. Licensee agrees not to operate any business, as defined in Section 9.2 of the Handbook, from the Poulsbo Marina without express written permission of the Port in the form of a fully executed Authorization to Operate Business.

3.1. TEMPORARY RELOCATION: The Port may reasonably relocate Licensee on a temporary basis to another berthage space to accommodate the needs of the Port, including but not limited to the repair, maintenance or replacement of the Port's floats.

4. UTILITIES: Licensee agrees to pay the Port additional fees for utilities, including but not limited to electricity, water, garbage, and all other utilities furnished to Licensee, according to the rates established by the Port. The Port does not warrant or guarantee the continuity or characteristics of any utilities, including but not limited to, water service, electric service or its compatibility with Licensee's vessel and/or the vessel's electric current protector, if any, and the Port shall not be liable to Licensee for any interruptions in utilities services.

5. LATE FEES, DELINQUENT ACCOUNTS AND TERMINATION:

5.1. LATE FEES: A service charge of ten percent (10%) of the balance owing on Licensee's account or \$20.00 per month, whichever is greater, will be charged as additional fees on all accounts not paid by the tenth (10th) day of each month. ~~INITIAL~~

5.2. DELINQUENT ACCOUNTS: Any account which is thirty (30) days past due shall be considered delinquent, and assessed a processing fee as an additional fee in addition to the monthly service charge. The processing fee shall be \$100.00 for the first (1st) occurrence, and \$200.00 for the second (2nd) occurrence. ~~INITIAL~~

5.3. TERMINATION: In the event Licensees become delinquent two (2) times within three (3) years, the Port may immediately terminate this Agreement in its sole and absolute discretion. In the event Licensees that have been granted live-aboard privileges become sixty (60) days delinquent on their account, the Port may terminate this *Moorage License Agreement* in its sole and absolute discretion. Any material breach of this Agreement or the Rules and Regulations in the Handbook, shall result in immediate termination of this Agreement. ~~INITIAL~~

5.4. RCW 53.08.320: Without limiting the rights of the Port set forth above, the Port may avail itself of the rights and remedies set forth in RCW 53.08.320 as set forth in paragraph 12 below.

6. RISK OF LOSS/INSURANCE: It is mutually agreed that Port is not a bailee, does not accept Licensee's vessel for storage, and shall not be liable in any manner for any effects of electrolytic action, the safekeeping or condition of Licensee's vessel or for its tackle, gear, equipment or other personal property either upon the vessel or upon the Port premises. All of Licensee's property at the berthage space and/or Poulsbo Marina shall be at the risk of Licensee. Port shall not be held liable and Licensee hereby waives all claims and recourse against Port, including right to contribution, for any loss, claim, theft, injury or damage to any person or property on or about the berthage space and/or Poulsbo Marina from any cause whatsoever, including latent defects. Only licensed, bonded and insured contractors may perform work on Port property, including contractors working on Licensee's vessel, and Licensee shall indemnify, hold harmless and defend Port and its officers, representatives, agents, employees, and insurance companies against any and all claims arising in any way from Licensee's use of Port premises. During the term of this Agreement, Licensee agrees to obtain and maintain in effect a marine insurance policy that includes, at a minimum, general, legal, and pollution liability coverage, as required by RCW 53.08.480. The insurance policy shall be in the minimum amount of \$300,000.00 and shall name Port as an additional insured under the policy. Licensee shall provide Port with a certificate of insurance evidencing Licensee's compliance with these insurance requirements immediately upon execution of this Agreement. As an alternative, Licensee may provide to the Port a surety bond or cash deposit in the amount of no less than \$300,000.00.

7. CONDITION OF BERTHAGE SPACE AND VESSEL: Licensee has inspected the assigned berthage space and is satisfied that it is adequate for the safe mooring of Licensee's vessel. Licensee will keep the assigned berthage space neat, clean and orderly, and will at all times preserve the space in as good condition and repair as is reasonable wear and tear excepted. Licensee shall comply with all applicable federal and state laws and with the Regulations in the Handbook as they may be from time to time amended. Licensee will insure that Licensee's vessel is safely moored with adequate equipment for weather conditions, and will insure that all flammable substances are safely contained. In the event that Port incurs costs to remedy damages and/or prevent further damages to the Port or the Poulsbo Marina, caused by Licensee and/or Licensee's vessel, the Port may provide Licensee with a bill for such costs, which shall be payable immediately as additional fees, and Licensee's failure to pay such costs will constitute a breach of this Agreement.

7.1. UNSEAWORTHY VESSEL: Without limiting the foregoing the Port may immediately terminate this Agreement if the Port determines that a vessel is not seaworthy. The term unseaworthy means either (i) a vessel that possesses a risk of sinking in the Poulsbo Marina or (ii) a vessel which is not capable of moving without assistance out of the marina (either under its own power or sail) into the waters surrounding the marina in a safe manner.

8. EMERGENCY SERVICES/ACCESS: Although Port shall have no obligation to maintain or monitor Licensee's vessel, if Port determines that Licensee's vessel is in peril, or has placed other vessels or persons at Poulsbo Marina in peril, the Port may elect to render aid and require reimbursement by Licensee for any costs incurred by the Port as additional fees. In the event that Licensee's vessel releases pollutants and/or sinks, Licensee shall be responsible for clean up and/or removal of the vessel and restoration of the berthage slip in compliance with all applicable laws and regulations immediately upon demand by Port. Licensee grants Port free access to Licensee's vessel for the purpose of compliance with this Agreement, reassignment of berthage space or emergency services; provided that, Port does not assume any responsibility for Licensee's vessel on the basis of the foregoing rights.

9. TAXES, LICENSES AND DOCUMENTATION: Licensee shall timely pay any leasehold, excise or other taxes relating to the berthage slip and/or Licensee's vessel and keep Licensee's vessel properly documented or registered as required by applicable law.

10. NONWAIVER: Nothing contained in this Agreement or any act or failure to act by Port shall be construed as a waiver by Port of any rights or privileges created by this Agreement, nor of any right which Port may have against Licensee or Licensee's vessel, nor of Port's right to arrest any vessel to enforce a maritime lien, nor a waiver of any other right or remedy under the laws of the State of Washington, all of which are separate, distinct, and cumulative.

11. ASSIGNMENT, SUBLEASE AND USE OF BERTH: Licensee may not assign or transfer any interest in this license or the berthage space. Use of the berthage space is personal to the Licensee for the mooring of the specified vessel and/or boathouse only. No purchaser of a vessel and/or boathouse shall acquire any rights hereunder.

12. TERMINATION/DEFAULT: Licensee shall provide ten (10) days' notice in writing to the Port prior to termination. In the event Licensee is in default in payment of Licensee's account in excess of thirty (30) days, it is subject to impoundment of the vessel, termination of this Agreement, and the sale of vessel under RCW 53.08.320. Port may terminate this Agreement for cause or convenience, but shall provide fifteen (15) days' notice in writing to the Licensee prior to termination. If necessary, Port may remove Licensee's vessel and other property for storage at Licensee's expense. During any hold-over by Licensee after termination of this Agreement, Licensee remains obligated to pay the Port license fee for the time of such hold-over, and to be bound by all of the provisions of this Agreement, and the Port's acceptance of such hold-over fees will not be deemed to create another term. If by reason of any default on the part of the Licensee, for failure to pay fees when due, for failure to vacate the berthage space upon termination, or for breach of the provisions of this Agreement, the Port incurs costs to employ an attorney to recover damages from Licensee, to recover possession of the berthage space from Licensee, and/or impound Licensee's vessel, then the Port shall be entitled to recover from Licensee the Port's costs, including reasonable attorneys' fees, in addition to all other relief which the Port is entitled to. INITIAL

13. NOTICE TO LICENSEE AND PAYMENTS: All notices to be given by the parties hereto, shall be in writing and shall be deemed to have been given if delivered personally, transmitted by facsimile transmission, emailed, or mailed. All written notices mailed under this Agreement will be mailed to the Licensee's address as set forth below, or to the Port at P.O. Box 732, Poulsbo, WA 98370, or such other place(s) as designated in writing by Licensee or the Port.

14. DISPUTES/ARBITRATION: In the event that any dispute or deadlock arises from this Agreement, which cannot be resolved, such matter shall be settled by binding arbitration pursuant to the provisions of RCW 7.04A, and the venue for such arbitration shall be in Poulsbo, WA. The prevailing party in an arbitration proceeding or in any other action brought by a party shall be entitled to recover from the other party the prevailing party's costs, including reasonable attorneys' fees during arbitration, at trial, and on appeal, in addition to all other relief to which the prevailing party is entitled.

15. INTEGRATION/BINDING AGREEMENT: This Agreement shall be construed and enforced in accordance with the internal laws of the State of Washington and applicable Federal Maritime laws. Time shall be of the essence hereof. This Agreement constitutes the entire agreement between the undersigned. Port reserves the right to alter or amend the terms and conditions hereof or its Rules and Regulations in the Handbook from time to time by fifteen (15) days' written notice to Licensee. If any provision of this Agreement or the application thereof to any party or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law. If Licensee is a corporation or company, Licensee represents and warrants that it is duly organized, validly existing and in good standing under the laws of Washington, and the Licensee has the requisite corporate power and authority to execute, deliver and perform this Agreement. If Licensee is married, Licensee represents and warrants that he or she has the authority to bind the marital community to execute, deliver and perform this Agreement. Licensee agrees that regardless of what capacity Licensee executes this Agreement, Licensee shall be personally liable for the terms and conditions of this Agreement, in his or her individual capacity.

LESSEE'S BOAT IDENTIFICATION

WA Registration No./USCG No. 1084652

Boat Name: Viking Magic

Boat Type: Power Sail

Make: Shepard Model: Trawler Color: White/Blue

Length 36 Beam 10 Draft 4 Slip Length 38'

Boathouse: Sq. Ft. - Parking Permit # DSD13

Date of Occupancy: S-26-17

PORT OF POULSBO

Agreement received by: B. Miller

6/21/17

LESSEE

Signature: Corey Calder

Name and/or Business Status: _____

SSN # and/or EIN #: _____

Address: 37951 Buck Rd NE
Hansville, WA 98340

Phone 3602971238 Phone 2 3602970808

E-mail Address ccalder@wini.com

Fee Paid - 1st month \$ _____

Security Deposit 215.46

Personally Guaranteed (if business): _____

Vessel Inquiry Request
by Carol Tripp
for PORT OF POULSBO

The vehicle information displayed below is from the current vehicle record as of 07-Jul-2020. For titling questions, please call Customer Service at (360)-902-3770, option 5.

Vessel information

HIN WNZ07342G717	Model year 1980	Make WBPB	Model CABIN
Use type Pleasure	Body style Cabin Mtr	Value Year 2017	Value Code \$10,000
Hull Material Wood	Propulsion Propeller	EngineDrive Inboard	Entry County
County of Moorage Kitsap	Length 36 FT	Coast Guard Doc #	

Registered owner

Registered : CALDIS, COREY J 37951 BUCK RD NE HANSVILLE WA 98340-8718
Location Code: 1800

Legal owner

Same as Registered Owner

Registration

Type	Transaction	From	Expiration	Cancelled	Registration	Plate/decals type	Plate/Decal number	Tab type	Tab/Decal
Vessel	New Reg	27-Jul-2017	30-Jun-2018		RG38817465	Registration Number	WN7407SL	V18	D607077

Title information

Last transaction Vessel Postcard Renewal Notice	Last tran date 05-May-2018	Title # 1729655285	County
Previous transaction Original Vessel	Previous tran date 27-Jul-2017	Title issued 18-Aug-2017	Renewal Remit Date
Total fees paid 157.75	Months of reg 11		

Comments

Washington Dealer
Expired Vessel Registration
Title Issued

Privacy Act Disclaimer

Access to Contracted Plate Search is restricted to authorized persons or organizations. Unauthorized use or disclosure of vehicle and vessel information is a crime punishable by fine or imprisonment and may result in civil damages

EXHIBIT B



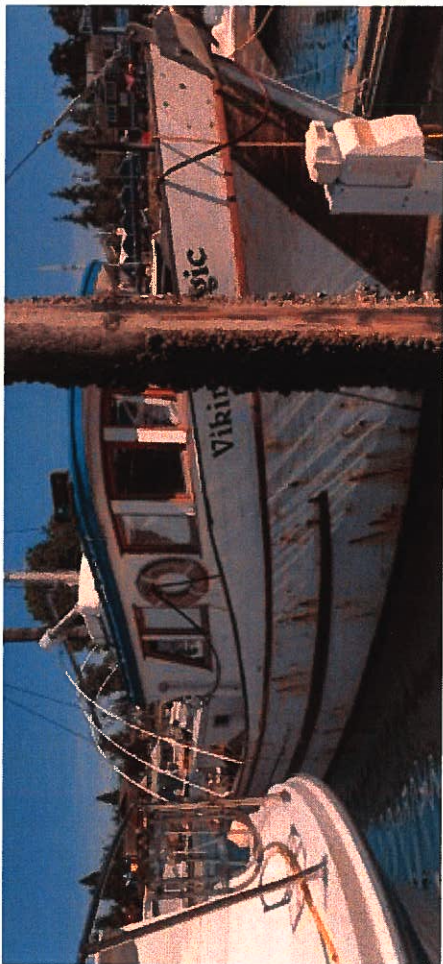


EXHIBIT C

August 13, 2021

VIA REGULAR U.S. AND CERTIFIED MAIL AND EMAIL

ccaldis@wini.com

Cory Caldis
37951 Buck Road NE
Hansville, WA 98340

POSTED ON THE VESSEL

Cory Caldis
18809 Front Street NE
Berth No. D-5
Poulsbo, WA 98370

**Re: 10-Day Notice to Comply or Vacate Pursuant to the Moorage License Agreement
Section 12 and RCW 59.12.030(4)**

**Vessel Name: Viking Magic - 36 Foot 1980 WBPB Cabin Vessel
HIN: WNZ07342G717
Registration No.: WN7407SL (Expired)
Berth No.: D-5**

Dear Mr. Caldis:

This firm represents the Port of Poulsbo (the "Port") in matters concerning your Moorage License Agreement for Berth No. D-5. This 10-Day Notice to Comply or Vacate Pursuant to the Moorage License Agreement Section 12 and RCW 59.12.030(4) (the "Notice") is to inform you that the Port will terminate your right to moorage at the Port and will dispose of your vessel as an abandoned vessel should you fail to comply.

You are obligated to comply with the terms of the Moorage License Agreement, along with the Port of Poulsbo Marina Regulations (the "Port Rules"), which are incorporated therein by reference. As of the date of this Notice, you are violating the following terms and Port Rules:

1. Paragraph 6 of the Moorage License Agreement for failing to obtain and maintain a marine insurance policy and list the Port as an additional insured.
2. Paragraph 7 of the Moorage License Agreement and Section 8, Paragraph 8.10 of the Port Rules for failing to properly maintain the vessel.

3. Section 8, Paragraph 8.13 of the Port Rules for failing to properly and currently register the Vessel with the State of Washington Department of Licensing.
4. Section 6, Paragraph 10 of the Port Rules for abandoning the Vessel in a derelict condition in violation of Chapter 79.100 RCW.

Should you fail to remedy the above violations, or in the alternative, remove the Vessel from Port property, within the time provided by this Notice, the Port will terminate your rights under the Moorage License Agreement and avail itself of its statutory rights and remedies to remove and dispose of the Vessel. Please note that you will be held liable for all costs, including attorneys' fees, incurred by the Port in pursuit of such legal action.

The Port hereby reserves all of their legal rights and remedies, including without limitation, the right to later proceed with an eviction based on a different basis.

Sincerely,

CHMELIK SITKIN & DAVIS P.S.



Timothy D. Schermetzler

TDS/sld
cc: Client

EXHIBIT D

August 13, 2021

VIA REGULAR U.S. AND CERTIFIED MAIL AND EMAIL

ccaldis@wini.com

Cory Caldis
37951 Buck Road NE
Hansville, WA 98340

POSTED ON THE VESSEL

Cory Caldis
18809 Front Street NE
Berth No. D-5
Poulsbo, WA 98370

Re: Notice of Intent to Obtain Custody Pursuant to RCW 79.100.040

Vessel Name: Viking Magic - 36 Foot 1980 WBPB Cabin Vessel
HIN: WNZ07342G717
Registration No.: WN7407SL (Expired)
Berth No.: D-5

Dear Mr. Caldis:

This firm represents the Port of Poulsbo (the "Port") in matters concerning your Moorage License Agreement for Berth No. D-5. The Port is an Authorized Public Entity under Chapter 79.100 RCW and declared the above-identified Vessel as abandoned and derelict. An abandoned vessel includes any vessel left moored in the same area contrary to the rules of the Port for a period of more than thirty consecutive days and where its owner is unwilling to take control of the vessel.¹

The Port has identified you as the owner of the Vessel. If you think you are not the owner, please contact me immediately. Port staff have been monitoring the Vessel daily for the last several weeks, and have not seen you or any other persons on the Vessel in that time. Owners are obligated to comply with the terms of the Moorage License Agreement, along with the Port of Poulsbo Marina Regulations (the "Port Rules"), which are incorporated therein by reference. Your Vessel has not been compliant with the rules of the Port and state laws in excess of the last 30 days.

¹ RCW 79.100.010(1).

The Port intends to take custody of the Vessel, remove it from Port Property and dispose of it pursuant to RCW 79.100.030-.050. The Port intends to take custody of the Vessel on **September 13, 2021 (the “Custody Date”)**. After taking custody, the Port may use or dispose of the vessel without further notice to you. As the owner of the Vessel, you shall be responsible for all costs incurred by the Port related to obtaining custody, including without limitation, attorneys’ fees and costs.

In order for you to keep the Vessel, before the Port takes action on the Custody Date, you must do the following:

1. Obtain and maintain a marine insurance policy, as required by your Moorage License Agreement and Port Rules, and list the Port as an additional insured.
2. Schedule an inspection with Port staff in order to demonstrate that the Vessel is seaworthy, as defined in the Moorage License Agreement and Port Rules.
3. Register the Vessel with the State of Washington Department of Licensing and provide a copy of that record to the Port.

If you want to reclaim the vessel after the Port has custody, or want to challenge the Port’s decision to take custody, you must file a written appeal with the Pollution Control Hearings Board (PCHB) and serve a copy on the Port and DNR in accordance with RCW 79.100.120 and RCW 43.21B.230. Addresses are in the boxes below:

<p>Pollution Control Hearings Board (send one original and one copy)</p> <p>Physical Address: 1111 Israel Road, Ste 301 Tumwater, WA 98501</p> <p>Mailing Address: PO Box 40903 Olympia, WA 98504-0903</p> <p>Phone: 360-664-9160</p>	<p>Port of Poulsbo</p> <p>Physical Address: 18809 Front Street Poulsbo, WA 98370</p> <p>Mailing Address: 18809 Front Street NE #1 Poulsbo, WA 98370</p> <p>Washington State Department of Natural Resources Aquatics Resource Division</p> <p>Mailing Address: 1111 Washington Street SE PO Box 47027 Olympia, WA 98504-7027</p>
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The appeal must include the following information:

- A copy of this notice or a copy of the notification letter to the owner.

- Your name and address (mailing and legal, if different) and, if applicable, the name and address of your representative.
- A daytime phone number.
- A brief statement why you are appealing.
- A statement of what you want the Pollution Control Hearings Board to do.
- Your signature or that of your representative. This signature certifies that the content of the appeal is true.

For more information regarding the Pollution Control Hearings Board Appeal Process, see: <http://www.eluho.wa.gov/Board/PCHB> or call the PCHB at the number above with appeal questions.

The owner should submit the appeal immediately, but the PCHB must receive it no later than 30 days from the date of this Notice (the “**Appeal Date**”). **The owner waives the right to a hearing if the PCHB does not receive an appeal on or before the Appeal Date. The owner is liable for any costs incurred by the Port in responding to the Vessel.**

These costs may include all administrative costs incurred by the Port and DNR, removal and disposal costs, and costs associated with environmental damages, directly or indirectly, caused by the Vessel. If there is a lawsuit, the successful party may receive reasonable attorneys’ fees and costs.

The Port or DNR may pursue any other remedies available under law, including without limitation, taking temporary possession of the Vessel under the circumstances described in the RCW 79.100.040(3). The Port and DNR are taking this action under the authority of Chapter 79.100 RCW. You can find a copy of this law online at <http://apps.leg.wa.gov/RCW/default.aspx?cite=79.100> or by contacting DNR.

For more information regarding this action, you can contact me at the information in this letter or contact DNR’s Derelict Vessel Removal Program at 360-789-7657 or DVRP@dnr.wa.gov.

Sincerely,

CHMELIK SITKIN & DAVIS P.S.



Timothy D. Schermetzler

TDS/sld
cc: Client

EXHIBIT E



August 12, 2021,

Proposal #: 2900-1730-Port of Poulsbo
08.12.21

Attn: Kelli Hodges
Port of Poulsbo
18809 Front St NE
Poulsbo, WA 98370

**Re: Removal and disposal of 1980 36' Wooden Trawler M/V Viking Magic WN 7407SL
HIN# WNZ07342G717 Derelict Vessel**

Dear Mrs. Hodges:

NRC Environmental Services Inc. (hereinafter referred to as "NRC"), is a global leader in providing end-to-end environmental, marine, industrial, and emergency response solutions. NRC prides itself on project consistency and its logistics expertise in maritime operations, environmental remediation, abatement services, emergency response, environmental construction, and industrial cleaning.

Pursuant to your request, NRC is pleased to present this Proposal to the Port of Poulsbo ("Customer") for services related to removal and disposal of the 1980 36' Wooden Trawler M/V Viking Magic in Poulsbo, WA. The following shall serve to detail the proposed scope, assumptions, exclusions, and estimated costs of the project based on the information provided by Customer.

SCOPE OF SERVICES

Quote #1: Before vessel can be transported an Asbestos, Lead and PCB (ACM) sampling and testing must be performed. If test results come back positive and there is material that must be removed, the customer will receive a cost quote for removal and disposal.

- After ACM removal is complete or if test results come back negative, NRC will then remove all hazardous materials, fuel, oil and bilge water from the vessel. Once this is complete NRC will tow the vessel from Port of Poulsbo to Seaview West Haul out facility in Shilshole Bay, WA. The vessel will be removed from the water and the hull will be pressure washed. The vessel will then be transported by Associated Boat Transport to the landfill located in Renton, Washington where the vessel will be off loaded and disposed of in accordance with local, state, and federal regulations.

ASSUMPTIONS/EXCLUSIONS

- Customer and NRC agree to utilize current DES Master Contract Terms and Conditions.
- The above-provided pricing is expressly conditioned upon acceptance of payment terms and the referenced Terms and Conditions. Any requested deviations from these terms may require a price adjustment.
- Pricing below is Lump Sum.
- NRC understands that all laborers will be paid using Labor and Industry Prevailing Wage Scale for Kitsap County. NRC will submit both Notice of Intent to Pay Prevailing Wages and an Affidavit of Wages Paid to the Washington Department of Labor and Industries.

- All NRC personnel utilized on this project have been trained to a minimum of a 40-HR HAZWOPER standard. NRC will use BMP for each task and will perform safety meetings prior to commencing work or if the changes in scope occur.
- If applicable, disposal pricing DOES NOT include state hazardous waste taxes/fees.
- NRC will not accept any Radioactive, Shock Sensitive, Dioxin or Dioxin Forming Compounds, Pathological Waste or Materials not specifically identified under the project scope.
- NRC will have free and ready access to the work site and a staging area for the equipment and materials.
- This Proposal is valid for a period of thirty (30) calendar days and is subject to verification by NRC thereafter.

PROPOSAL PRICING

Based on NRC’s understanding of the project and the information provided by Customer, NRC shall perform the above scope of work consistent with the cost proposals defined below:

Quote	Description	Extended
#1	Remove fuel, oil and all hazardous materials from a 1980 36' Wooden Trawler M/V Viking Magic (HIN#WNZ07342G717) WN 7407SL	\$23,725.00

This proposal is exclusive of sales tax. Applicable sales tax will be applied to the final invoice should a valid tax-exempt certificate not be provided to NRC.

It is understood and agreed by the Client and/or the generator (owner) owns any and all waste from cradle to grave and NRC assumes no liability for any and all waste generated or disposed.

Thank you for the opportunity to submit this proposal. We look forward to discussing the project with you. I can be reached at 206.550.4109 or via email at kurtis.vancampen@usecology.com.

Sincerely,



Kurt Van Campen
Marine Project Manager

If the proposal is understood and accepted, please sign and return to NRC. By accepting and signing the above-referenced proposal, the Client hereby accepts any and all terms and conditions set forth herein or attached hereto and hereby authorizes NRC to commence services described in this proposal as defined herein and grants access, at reasonable times, to the described property. This proposal is valid for a period of thirty (30) days. Facsimile and electronic signatures shall and will be considered original signatures.

Name (print): _____ Signature _____

Title: _____ Date: _____