

a more specific code provision or plan policy. The legal process consistently holds that an action or use listed as specifically permitted is to be deemed a more clearly intended outcome than an implication derived from a general principle.

Plan-based Regulatory Issues Affecting the Visconsi Proposal

10. The employment of comprehensive and community plan policies in the permit review process typically involves treating them as development standards that supplement or clarify zoning code requirements. Opponents of the Visconsi project have undertaken to elevate plan compliance requirements to include the more fundamental inquiry into whether the proposed uses can be permitted at all. On the level of greatest generality, project opponents have proposed that approval of the Visconsi project should be rejected because of its alleged violation of the "Five Overriding Principles that Guide the Plan" stated in the COBI Comprehensive Plan introductory chapter:

- 1. Preserve the special character of the Island which includes forested areas, meadows, farms, marine views, and winding roads bordered by dense vegetation.*
- 2. Protect the water resources of the Island.*
- 3. Foster diversity of the residents of the Island, its most precious resource.*
- 4. The costs and benefits to property owners should be considered in making land use decisions.*
- 5. Development should be based on the principle that the Island's environmental resources are finite and must be maintained at a sustainable level.*

11. Of these Principles 2 and 3 would not appear to be, on their face, directly applicable to the Visconsi proposal under any interpretation, and Principle 4 suggests (if anything) some modest need to take the applicant's interests into consideration. This leaves for discussion Principles 1 and 5. Principle 1 speaks to the "special character of the Island" in the context of "forested areas, meadows, farms, marine views, and winding roads bordered by dense vegetation." Project opponents focused on the fact that the application property has a large stand of mature trees that will be reduced by site development. The contention put forward is that the tree cutting necessary for retail center development requires project denial because it is not in harmony with the first Plan Overriding Principle. In Principle 5 the opposition emphasis has been placed on the word "sustainable" and its connotations for green development.

12. Taken as a group the "Five Overriding Principles" are intended to inform the future planning process. Though repeated elsewhere in the various topical elements, they are first articulated and explained in the Comprehensive Plan's introduction. Their purpose is identified as guidance, not regulation. None of the five lends itself to creating an intelligible standard for the development review process nor for discriminating application to a factual situation. Not much raw land could ever be commercially developed if applicants were forbidden to cut any trees, an outcome that would negate commercial zoning generally. The basic planning sense of Principle 1 is that the overall rural ambience of the Island is best preserved by concentrating urban development within discrete smaller areas, an objective that is perhaps most clearly expressed at General Land Use Policy LU 1.6. The "Five Overriding Principles that Guide the Plan" are plainly intended to function only as broad directives for future planning, not as development standards to be applied to individual proposals in the permit

review process.

13. A second broadside attack on Visconsi project approval launched by opponents based on Comprehensive Plan language is premised on the potential regulatory application of General Land Use Policy LU 1.4: *"New commercial centers should be considered only after detailed analysis of the economic impact of the new development shows there will be no significant, adverse impact on the existing commercial centers, including Winslow."* The debate here involves whether the Visconsi project constitutes a "new commercial center" that only can be approved after an economic analysis is performed regarding its potential impacts on existing Winslow businesses. Much of the party briefing has focused somewhat inconclusively on the meaning of the word "center," both its use generally and within other parts of the Plan.

14. As the Visconsi brief suggests, a rational interpretation of Policy LU 1.4 necessitates relating it to its Plan context. It is one of nine policies set forth in elaboration of General Land Use Goal 1: *"Ensure a development pattern that is true to the vision for Bainbridge Island by reducing the inappropriate conversion of undeveloped land into sprawling development."* In support of Goal 1, Policy LU 1.1 states that "land use designations" should preserve the predominant Island residential character, "with nonresidential development outside of the Winslow area concentrated in the service centers and at the designated light manufacturing areas." Policies LU 1.2, 1.3 and 1.5 then provide more specific planning guidance regarding Winslow, the Neighborhood Service Centers and the Day and Sportmans Club Road light manufacturing areas respectively. Policies LU 1.4, 1.6, 1.7 and 1.9 lay out the procedures to followed if the creation of new areas for non-residential uses is to be entertained.

15. Viewed in their entirety, General Land Use Goal 1 and its supporting nine policies are focused almost exclusively on the process of authorizing new non-residential zoning designations. None of the discussion is oriented toward specific development proposals except LU 1.8, and the spotlight there is on appropriate application procedures and not on development standards. In such context it seems unlikely that the intent of Policy LU 1.4 was to impose an economic study as a project development requirement. A reading more consistent with the thrust overall of the Goal 1 discussion is that no new areas should be zoned for commercial uses unless a study demonstrates enough market demand that existing commercial areas will not be harmed. The use of the word "center" likely reflects the consistent Plan emphasis on restricting non-residential development to compact areas. Also, the notion that the High School Road District in its entirety is deemed by the Plan an existing rather than a potential new commercial center is suggested by Winslow Goal 5, which explicitly refers to the area as the "Commercial High School Road District."

16. Moreover, there is a second line of reasoning that compels rejecting the contention that Policy LU 1.4 should be deemed a development requirement. What would be the practical consequences of performing the economic study that project opponents are requesting? If it concluded that no harm would befall downtown Winslow if the Visconsi project were built, the study likely would have no real effect at all. Time and money might have been expended, but the project would go forward as proposed. But if, on the other hand, the economic study concluded that the Bainbridge Island economy can in fact support no further retail development, the practical effect of that determination would be to nullify existing retail zoning on all currently undeveloped parcels on the Island. No doubt this would seem an attractive prospect to project opponents. But one of the few certainties found in the Washington appellate case law dealing with the plan and zoning relationship is that a plan policy cannot validly prohibit a use which the zoning specifically allows. All the proposed Visconsi retail uses

are specifically permitted by code in the High School Road zoning district. The Comprehensive Plan can confer no power to categorically invalidate such a legislative use authorization within an administrative permit review proceeding, either directly or by implication.

17. Winslow Goal 5 within the Comprehensive Plan states that "[t]he Commercial High School Road District is intended to provide for commercial uses that complement downtown Winslow and benefit from automobile access near the highway, while creating a pedestrian-friendly retail area." Obviously there is a tension between recognizing the suitability of properties adjacent to the SR 305 corridor for automobile-dependent uses and access while at the same time requiring them to maximize pedestrian-friendly development. A balance needs to be established. In numerous ways the Comprehensive and Winslow Master Plans encourage developments on the Island to accommodate and facilitate pedestrian access, movement and safety. But it is also a fact that, among the various Winslow Overlay Districts, High School Road is the sole zoning designation receptive on a regulatory level to automobile-based commercial development. Any attempt to assess within a permitting review the regulatory balance between auto-centric and pedestrian-friendly claims must necessarily take this fact into consideration.

18. The tables provided at BIMC 18.09.020 list the permitted and conditional uses for each City zone. The following are the auto-centric uses allowed to be sited in the High School Road District but prohibited in all five designations that comprise the Winslow Mixed Use Town Center classification: auto repair services, car washes, gasoline service stations, vehicle sales, park and ride lots, small engine repair service, transport and delivery service, and a catch-all category of unlisted non-retail "motor vehicle-related services." Any realistic imposition of pedestrian-friendly development requirements must necessarily accommodate the fact that the High School Road District is to a substantial degree one of the few zones on the Island that is tolerant of automobile uses. And looking at the range of uses allowed in the district, the Visconsi project with two of seven buildings having accessory drive-up windows is far less auto-centric than many other use configurations arguably permitted under the zoning regulations.

19. As IRD's attorney has noted, there is an apparent regulatory conflict regarding the allowability of drive-through facilities in the High School Road District. Among the uses listed above, it seems indisputable that some, such as an automatic car wash, could not exist other than as a drive-through facility. But the purpose statement set forth at BIMC 18.06.040.A specifically provides that for the High School Road zones a "variety of commercial uses are allowed that offer goods and services for the convenience of Island residents and that may have an auto orientation and a drive-through facility." Yet further along in the chapter devoted to use regulations one encounters the following statement at BIMC 18.09.030.D(8)(d) limiting retail uses: "In the Madison Avenue, Brickson Avenue, Gateway, High School Road I and II, and central core districts, drive-through businesses are not permitted."

20. Both the applicant and City staff contend that any resolution of the purported conflict between BIMC 18.09.030.D(8)(d) and the use tables and purpose statement for the High School Road zones must give effect to the overall regulatory scheme and not simply focus on one provision to the total exclusion of all others. An outcome that the Planning staff has embraced is to distinguish between a business based squarely on a drive-in model and a more general retail enterprise that has a secondary or incidental drive-up window component. Since this is a fact-sensitive approach where multiple design interpretations appear possible, deference to Planning staff practice appears to be a defensible option. Certainly the site's location immediately adjacent to the SR 305 intersection supports a flexible

interpretation, as does the fact that for some medical center patients with mobility issues having to park and exit an automobile to pick up a pharmacy prescription could impose a hardship. But for such a compromise to be acceptable, strict limitations on the size and scope of drive-up facilities should be imposed.

21. The High School Road District in the vicinity of the Visconsi project cannot presently be described as a pedestrian-friendly neighborhood. The proposal is conditioned to improve the existing circumstance by upgrading a transit facility along SR 305 adjacent to the site, constructing a section of a regional multi-modal trail in the adjacent SR 305 right-of-way, connecting the multi-modal trail section to the site interior by a pathway, providing walkways and crosswalks linking the site to Stonecress, and pursuant to this review installing a mid-block crosswalk on High School Road. Will these facilities result in an immediate and total transformation of the High School Road neighborhood east of SR 305? Hardly. The full effectiveness of many of these improvements will only be realized later when other players contribute necessary connecting links.

22. Upgrading the pedestrian functionality of the High School Road area must be viewed as a long term community goal. The improvements required of Visconsi will be a reasonable first step in this direction and satisfy Plan pedestrian and circulation policies applicable to development review, including Comprehensive Plan Land Use Element Winslow Goal 5 and Policies W 5.4 and W 5.5; Transportation Element Policy TR 1.3, Goal 3 and Policy TR 3.3, Goal 4 and Policy TR 4.1, and Goal 9 and Policy TR 9.1; Non-Motorized Transportation Policies NM 5.2 and 5.6; and Winslow Master Plan Goals WMP 2-1, 2-2, 6-1, 6-2, 6-8 and 6-10 and Policies WMP 2-2.3, 2-11.1, 6-2.2, 6-2.5, 6-2.8, 6-2.9, 6-8.2 and 6-10-2.

23. In addition, regarding pedestrian circulation through the site interior, a large quantity of review effort has gone into the question of how best to provide safe crossings of the internal spine road used by ProBuild truck traffic. This ProBuild traffic, it must be remembered, is a pre-existing condition, not an impact caused by the proposed Visconsi development. The review discussion has generated multiple adjustments of the site plan layout that will collectively result in safe pedestrian crossings of the spine road, consistent with Comprehensive Plan Policies W 5.4 and TR 1.3.

Site Plan Review

24. BIMC 2.16.040.E contains the standards for approval of a site plan review application:

The director and planning commission shall base their respective recommendations or decisions on site plan and design review applications on the following criteria:

- 1. The site plan and design is in conformance with applicable code provisions and development standards of the applicable zoning district, unless a standard has been modified as a housing design demonstration project pursuant to BIMC 2.16.020.Q;*
- 2. The locations of the buildings and structures, open spaces, landscaping, pedestrian, bicycle and vehicular circulation systems are adequate, safe, efficient and in conformance with the nonmotorized transportation plan;*
- 3. The Kitsap County health district has determined that the site plan and design meets the*

following decision criteria:

- a. The proposal conforms to current standards regarding domestic water supply and sewage disposal; or if the proposal is not to be served by public sewers, then the lot has sufficient area and soil, topographic and drainage characteristics to permit an on-site sewage disposal system.*
- b. If the health district recommends approval of the application with respect to those items in subsection E.3.a of this section, the health district shall so advise the director.*
- c. If the health district recommends disapproval of the application, it shall provide a written explanation to the director.*

4. The city engineer has determined that the site plan and design meets the following decision criteria:

- a. The site plan and design conforms to regulations concerning drainage in Chapters 15.20 and 15.21 BMC; and*
- b. The site plan and design will not cause an undue burden on the drainage basin or water quality and will not unreasonably interfere with the use and enjoyment of properties downstream; and*
- c. The streets and pedestrian ways as proposed align with and are otherwise coordinated with streets serving adjacent properties; and*
- d. The streets and pedestrian ways as proposed are adequate to accommodate anticipated traffic; and*
- e. If the site will rely on public water or sewer services, there is capacity in the water or sewer system (as applicable) to serve the site, and the applicable service(s) can be made available at the site; and*
- f. The site plan and design conforms to the "City of Bainbridge Island Engineering Design and Development Standards Manual," unless the city engineer has approved a variation to the road standards in that document based on his or her determination that the variation meets the purposes of BMC Title 18.*

5. The site plan and design is consistent with all applicable design guidelines in BMC Title 18, unless strict adherence to a guideline has been modified as a housing design demonstration project pursuant to BMC 2.16.020 Q;

6. No harmful or unhealthful conditions are likely to result from the proposed site plan;

7. The site plan and design is in conformance with the comprehensive plan and other applicable adopted community plans;

8. Any property subject to site plan and design review that contains a critical area or buffer, as

defined in Chapter 16.20 BIMC, conforms to all requirements of that chapter;

9. Any property subject to site plan and design review that is within shoreline jurisdiction, as defined in Chapter 16.12 BIMC, conforms to all requirements of that chapter;

10. If the applicant is providing privately owned open space and is requesting credit against dedications for park and recreation facilities required by BIMC 17.20.020.C, the requirements of BIMC 17.20.020.D have been met;

11. The site plan and design has been prepared consistent with the purpose of the site design review process and open space goals;

12. For applications in the B/I zoning district, the site plan and development proposal include means to integrate and re-use on-site storm water as site amenities.

25. Subsections 3, 4 (e) and (f), 8, 9, 10 and 12 state technical requirements that either are not in serious dispute or are inapplicable to this proposal. No allegations of "harmful or unhealthful conditions" have been made apart from the conventional development impacts more properly addressed elsewhere. BIMC 2.16.040.F provides that "[c]onditions may be imposed to enable the proposal to meet the standards of the decision criteria."

26. The analysis of "applicable code provisions and development standards" (subsection 1) and "conformance with the comprehensive plan and other applicable adopted community plans" (subsection 7) was combined to a substantial degree in the previous section because the controversy about their interaction is central to this proceeding and affects all its components. As discussed therein, the Visconsi site plan complies with general Comprehensive and Winslow Master Plan goals and policies to the extent that they are applicable to individual project review.

27. The previous section also described and documented the proposal's compliance with Plan goals and policies for pedestrian-friendly development, which has been a primary project review emphasis and an area where the Plan offers specific standards capable of being applied to the development review process. Comprehensive Plan policies also support the imposition of conditions to mitigate project traffic and safety impacts, as follows: reconfiguration of the spine access road and its pedestrian amenities is authorized by Policies W 5.4 and TR 1.3; requiring the construction of a full right-turn lane on High School Road between the site access driveway and SR 305 is authorized by Policies TR 4.1 and TR 4.7 plus Winslow Master Plan Policy WMP 2-2.3; limiting Polly's Lane to one-way out traffic and imposing street lighting restrictions are authorized by Policies TR 1.4, TR 3.1, TR 3.3 and TR 5.2; and requiring a mid-block crosswalk to be installed on High School Road is authorized by Policies W 5.4, TR 1.3 and TR 9.1.

28. As discussed above in the findings, runoff discharged from the Visconsi site's northeast drainage basin will pass through Stonecress after exiting the Woodland Village wetland, plus Visconsi traffic will add to the pollutant load for Polly's Lane runoff entering into the Stonecress stormwater system. As part of the nearby downstream conveyance system for the Visconsi site, project approval necessitates that this conveyance function properly. Placing on Visconsi the responsibility for assuring satisfactory downstream conveyance of flows through Stonecress is authorized by Comprehensive Plan Policies AQ 1.4, SD 1.3 and TR 2.1, section 2.5.4 of DOE's 2005 Stormwater Management Manual for Western

Washington, and BIMC 15.20.060.H.

29. Both Plan Policies W 5.5 and TR 1.5 require a vegetated buffer along the site's SR 305 boundary and Winslow Master Plan Policy WMP 2-2.4 specifies that it should be "full-screen." The IRD brief raises a design issue with respect to this buffer, noting that the site plans depict it terminating nearly 100 feet short of the SR 305/High School Road intersection, creating not coincidentally a commercially desirable roadway exposure for the proposed corner bank building. IRD argues that the SR 305 buffer needs to be extended to the intersection, relying primarily on the code definition for "full-screen." While this definition deals with buffer composition and not length, the specification within the BIMC 18.15.010-5 note that the "buffer will provide as much screening of site activities from Highway 305 as practicable in light of site topography and conditions" discloses the relevant regulatory intent. The major variable here is the need to guarantee safety at a busy intersection. The buffer should be extended toward the intersection as far as feasible consistent with the requirements for safety and efficient circulation, as determined by Staff review.

30. Decision criteria 5 and 11 within BIMC 2.16.040.E require that the Visconsi site plan demonstrate consistency with the site design review process and applicable design guidelines. As noted previously, the City's process before the Design Review Board both relies upon the expertise of the Board members and confers discretion to de-emphasize certain guidelines to achieve an overall design suitable to the site and its constraints. In this regard, the Visconsi site design explicitly eschewed seeking compliance with High School Road guideline 7 encouraging building facades to be located close to the right-of-way and guideline 10 promoting "visually prominent architecture" near the SR 305 intersection. Instead, the site design with DRB approval opted for a layout focused on converting the internal spine road into a "Main Street" environment. Guidelines 7 and 10 were thus not ignored but rather waived by the DRB in favor of alternative concept deemed a better fit for this particular site.

31. Unless the record demonstrates that the DRB has egregiously neglected an adverse impact created by a site design choice, it is not the Hearing Examiner's role to second-guess the design review process. The Planning Commission, of course, came to the conclusion that pedestrian safety along the spine road constituted precisely the kind of deal-breaking issue that demands exceptional intervention -- that these adverse pedestrian impact issues simply could not be resolved. While the spine road safety issues are of genuine concern, and they surely generated a need to reconfigure the original site design, the record does not support a conclusion that the obstacles are insurmountable. Large trucks to and from ProBuild will continue to use the spine road, but their numbers are small and unlikely to become much larger. Crossing the spine road will not be like trying to walk across I-5 as it passes through downtown Tacoma. In their zeal project opponents exaggerated the spine road safety problems.

32. The Visconsi design team fully participated in the design review process and amended the site design in response to DRB suggestions and public comments. Within the guideline checklist completed at the end of the design review, the DRB comments were favorable overall and most remaining concerns were oriented toward details. Whether or not one believes the ultimate Visconsi site design has achieved the perfect approach, the evidence supports conclusions that Visconsi submitted in good faith in the DRB process and that the resultant design is feasible overall and duly responsive to the challenges of the site. As such, it meets the requirements of site plan review decision criteria 5 and 11.

33. Decision criteria 2, 3b and 3c mostly relate to the responsiveness of the site design to the

pedestrian and traffic circulation issues that have dominated the discussion presented in the findings above, and whether the proposed facilities and their locations will be suitable to the demands of the project. For the reasons cited previously, and as conditioned to mitigate project impacts, these decision criteria are also met by the Visconsi site plan. In like manner, criterion 4b requires a determination that the site design will not unduly burden the affected drainage basin nor unreasonably interfere with the enjoyment of downstream properties; mandating that Visconsi assure the function of the downstream flow bypass line through Stonecress will satisfy this requirement.

34. Overall, the decision criteria specified in BIMC 2.16.040.E will be met by the Visconsi site plan if it is revised to meet the conditions stated below. The internal spine road features, the alterations to access to and movements on Polly's Lane, the improvements to High School Road and the stormwater conveyance system upgrades required by the conditions below all are necessary to make the application compliant with the site plan review decision criteria.

Conditional Use Permit

35. Various participants this proceeding have raised issues concerning the proper scope of conditional use permit review. Visconsi points out that its project could be built without a conditional use permit if it simply revised its site plan slightly to reduce some building footprints and shift the location of the proposed pharmacy. It argues that review should therefore be limited to evaluating the quantity of impacts that will result from exceeding the development level allowed without a CUP. The Planning staff notes that, as related in the Comprehensive Plan, the stated purpose for requiring a CUP for larger buildings in the High School Road II zone is to protect nearby single-family zoned properties. Since the Stonecress Townhomes project lies within a zoning district designated by the City for multi-family development, staff has taken the position that potential Visconsi impacts to Stonecress need not be considered within the CUP review. Finally, some citizens opposed to the Visconsi proposal have opined that since a CUP approval confers some sort of discretionary "exception" or "variance," the City has the option to deny the project for any reason it likes – or indeed, for no reason at all.

36. A conditional use is not an exception or privilege that the City may grant or deny based on whim or caprice. It is a use permitted in a zone where the City has determined a process of special review and adjustment is required to assure that it will be a proper fit for its location. The normal expectation and practice is that a CUP will be granted subject to appropriate conditions designed mitigate its neighborhood impacts. The City can deny a CUP only if it determines no practical and feasible way exists to condition the proposal to reduce its impacts to an acceptable level. BIMC 2.16.110.A states that "[i]f imposition of conditions will not make a specific proposal compatible the proposal shall be denied." The converse proposition is that if reasonable conditions can in fact make the proposal compatible with other uses in the vicinity, the CUP is to be granted. See BIMC 2.16.110.D(2). As specified by the state Supreme Court, "[a] building or use permit must issue as a matter of right upon compliance with the ordinance." *Mission Springs, Inc. v. City of Spokane*, 134 Wn.2d 947, 960-61 (1998).

37. The Staff's perspective that Visconsi's impacts on the Stonecress neighborhood do not need to be considered within the City's CUP review is derived from a discussion note appended to Comprehensive Plan Policy W 5.3, which provides that within the High School Road District II retail uses between 5,000 and 14,400 square feet require a conditional use permit. The note observes that the High School Road District II "is immediately adjacent to a semi-urban, residential area of 2.9 to 3.5

units per acre and should have less intense uses than the remainder of the High School Road district." Based on this comment, staff concluded that the intent of the policy was limited to providing CUP protection to single-family neighborhoods.

38. The staff interpretation conflates the rationale for the policy with the policy itself. Neither Policy W 5.3 nor any later regulatory iteration of it limits the CUP analysis to effects on single-family residential zones. The discussion note itself has no independent regulatory status. Thus if a limitation of review to single-family zone impacts were actually to be imposed, the policy itself would need to articulate it, which it does not do. The policy rationale may inform the review process as to concerns of particular importance, but it does not comprise a legal constraint on CUP review. Once the CUP process is invoked, all impacts caused by the proposal within the CUP scope of review are subject to consideration and mitigation.

39. *Hansen v. Chelan County*, 81 Wash App. 133, (1996), cited by the Visconsi brief, stands for the proposition that a conditional use permit cannot be denied in the absence of evidence the CUP proposal would have greater impacts than uses otherwise permitted outright. The regulatory trigger for CUP review of the Visconsi project was the proposal within the High School Road II portion of the site to construct retail buildings in excess of a 5000 square foot threshold. The argument is that the City's CUP analysis therefore encompasses only the impacts attributable to the parts of the project that lie in the High School Road II zone and then only to the extent that the retail buildings under review will be larger than 5000 square feet.

40. In evaluating this contention, the critical issue to be determined is which elements of the Visconsi proposal qualify for treatment as "permitted outright." At the point of consolidated project review the answer is that there are as yet no buildings or uses permitted outright. Pursuant to BIMC 2.16.040.B(1)(a), all proposals for new construction of nonresidential buildings are required to obtain site plan review approval before issuance of any construction permits. While the BIMC 2.16.040.E site plan review decision criteria discussed above contain some routine elements, there are also clearly discretionary standards as well, including especially those requiring conformance with the City's design guidelines and comprehensive and community plans. Imposition of this type of approval standard necessitates that a site plan review be classified as a discretionary permit. This means that until site plan review approval is obtained, no commercial uses or structures can be deemed permitted outright. At this stage the CUP review encompasses the entire Visconsi project -- all proposed structures and uses in both zones.

41. The following decision criteria for approval of a conditional permit application are stated at BIMC 2.16.110.D:

1. A conditional use may be approved or approved with conditions if:

a. The conditional use is harmonious and compatible in design, character and appearance with the intended character and quality of development in the vicinity of the subject property and with the physical characteristics of the subject property; provided, that in the case of a housing design demonstration project any differences in design, character or appearance that are in furtherance of the purpose and decision criteria of BIMC 2.16.020.Q shall not result in denial of a conditional use permit for the project; and

- b. The conditional use will be served by adequate public facilities including roads, water, fire protection, sewage disposal facilities and storm drainage facilities; and*
- c. The conditional use will not be materially detrimental to uses or property in the vicinity of the subject property; and*
- d. The conditional use is in accord with the comprehensive plan and other applicable adopted community plans, including the nonmotorized transportation plan; and*
- e. The conditional use complies with all other provisions of the BIMC, unless a provision has been modified as a housing design demonstration project pursuant to BIMC 2.16.020 Q; and*
- f. All necessary measures have been taken to eliminate or reduce to the greatest extent possible the impacts that the proposed use may have on the immediate vicinity of the subject property; and*
- g. Noise levels shall be in compliance with BIMC 16.16.020 and 16.16.040 A; and*
- h. The vehicular, pedestrian, and bicycle circulation meets all applicable city standards, unless the city engineer has modified the requirements of BIMC 18.15.020 B.4 and B.5, allows alternate driveway and parking area surfaces, and confirmed that those surfaces meet city requirements for handling surface water and pollutants in accordance with Chapters 15.20 and 15.21 BIMC; and*
- i. The city engineer has determined that the conditional use meets the following decision criteria:*
 - i. The conditional use conforms to regulations concerning drainage in Chapters 15.20 and 15.21 BIMC; and*
 - ii. The conditional use will not cause an undue burden on the drainage basin or water quality and will not unreasonably interfere with the use and enjoyment of properties downstream; and*
 - iii. The streets and pedestrian ways as proposed align with and are otherwise coordinated with streets serving adjacent properties; and*
 - iv. The streets and pedestrian ways as proposed are adequate to accommodate anticipated traffic; and*
 - v. If the conditional use will rely on public water or sewer services, there is capacity in the water or sewer system (as applicable) to serve the conditional use, and the applicable service(s) can be made available at the site; and*
 - vi. The conditional use conforms to the "City of Bainbridge Island Engineering Design and Development Standards Manual," unless the city engineer has approved a*

variation to the road standards in that document based on his or her determination that the variation meets the purposes of BIMC Title 17.

j. If a major conditional use is processed as a housing design demonstration project pursuant to BIMC 2.16.020 Q, the above criteria will be considered in conjunction with the purpose, goals, policies, and decision criteria of BIMC 2.16.020 Q.

2. If no reasonable conditions can be imposed that ensure the application meets the decision criteria of this chapter, then the application shall be denied.

42. The criteria stated at BIMC 2.16.110.D(1)(b), (d), (e), (g) and (h) overlap or replicate standards required above for site review approval, and the determinations of compliance stated for BIMC 2.16.040.E in the preceding section are also applicable to the above CUP criteria and are therefore incorporated by reference. No regulatory distinction exists between a conclusion that the proposal is in "conformance" with the Comprehensive Plan and one that it is in "accord" with the Plan. The City Engineer has determined that the Visconsi proposal will meet the infrastructure requirements specified in BIMC 2.16.110.D(1)(i), which requirements have also been reviewed in this proceeding where specific impacts have been alleged and will be augmented, as needed, by additional conditions of mitigation; on that basis, they can be found compliant with all relevant regulatory standards. The conditional use review criteria remaining to be discussed are thus BIMC 2.16.110.D(1)(a), (c) and (f).

43. The requirement that the proposed Visconsi project be "harmonious and compatible in design, character and appearance" imposes a primarily visual standard, particularly with respect to impacts on offsite properties. The evaluation is to be made from two standpoints – that of the "intended character and quality of development in the vicinity" and of the "physical characteristics of the subject property." The word "intended" indicates that attention should be focused on the nature of the surrounding zoning as well as on existing development patterns, a context that might, for example, diminish the consideration due a neighboring non-conforming use no longer permitted by the zoning.

44. As discussed above in the findings, the offsite visibility of the proposed Visconsi site buildings and parking lots will be relatively minimal. The site's entire boundary along SR 305 will be screened by existing trees to be supplemented with new plantings. Both ProBuild to the north and Kitsap Bank to the southeast have some onsite vegetative screening lying between their commercial facilities and the proposed Visconsi buildings and parking areas. The visual impact to the McDonald's drive-in to the south and the motoring public on High School Road will consist of the view of the proposed single-story 3300 square-foot building 1 bank structure along the frontage just east of SR 305. No one has argued that these visual impacts will be significant or inappropriate, or even greater than the impacts currently generated by the building now at the corner of the site slated for removal.

45. Residentially-zoned properties lie along the Visconsi site's eastern property line, but the northern half of the boundary is occupied by a large wetland and its buffer that will render commercial facilities invisible from houses located east of the wetland. The residences in Stonecress lying north of Stonecress Lane will be screened from the adjacent Visconsi parking lot by a sight-obscuring vegetated buffer. The narrow width of Polly's Lane precludes placing additional screening there, but most views from that location will be across the Kitsap Bank property, with night-time glare impacts mitigated by lighting restrictions and traffic diversion strategies.

46. To the extent that CUP review is focused specifically on the offsite impacts of buildings larger than 5000 square feet, the site plan responded to this concern by placing the two largest project structures at locations well removed from all offsite views. But IRD has also argued that, from a purely regulatory standpoint, the building 2 pharmacy, proposed at 14,750 square feet in floor area and straddling the line between the High School Road I and II zones, cannot be permitted to exceed 14,400 square feet. This contention is based on language limiting retail uses in the High School Road II zone found in both Comprehensive Plan Policy W 5.3 and Winslow Master Plan Policy WMP 2-11.1 ("retail uses shall be limited to 14,400 sq. ft."). The regulatory expression of these policies is stated at BIMC 18.09.030.D(8)(b): "In the HSR II district: i. Retail buildings are a permitted ("P") use up to 5,000 square feet. ii. Retail buildings with a footprint between 5,000 square feet and 14,400 square feet are permitted through a conditional use permit."

47. The use standards enacted at BIMC 18.09.030.D(8)(b) can be viewed as expanding the scope of retail uses allowed in the High School Road II zone beyond the level initially contemplated by the Comprehensive Plan. The introductory sentence of Policy W 5.3 reads as follows: "The properties designated on the Land Use Map as High School Road District II shall be limited to no more than 14,400 square feet of retail use." By stating that the "properties...shall be limited," Policy W 5.3 can be read as saying that the totality of retail use should not exceed 14,400 square feet for the entire High School Road II zone. By way of context, the Visconsi project proposes over 24,000 square feet of retail space in High School Road II without counting any part of the pharmacy, and over 30,000 square feet of retail if half the pharmacy is included. And since the High School Road II zone also includes ProBuild which has an existing retail store attached to the lumberyard, presumably the 14,400 square feet district total otherwise available to Visconsi would have to be reduced by ProBuild's current retail space.

48. But BIMC 18.09.030.D(8)(b) clearly shifts the regulatory emphasis from retail uses on properties generally to such uses in "retail buildings" as measured by building footprints. If one were to conclude that a conflict exists between the zoning code use standard and the earlier Comprehensive Plan policy, the use standard would be deemed controlling because it is more specific and later in time. So the current operative regulatory formula for the High School Road II zone is that each building size is addressed individually, and any upper retail limit for either the zone or the site overall is imposed by the Floor Area Ratio (FAR) calculation, not a 14,400 square foot cap.

49. The question of whether an individual building can be permitted to exceed the 14,400 square-foot High School Road II zone upper limit by straddling the district line is a different (and less consequential) issue. The IRD brief offers in support of its position the following language from BIMC 18.06.100.G, which addresses sites that contain more than one zoning designation: "[E]ach portion of the site shall contain only those uses, structures, and density permitted within that zoning designation." But the brief fails to explain why this phrase should be read as precluding the allocation of floor space between the two zones when a building straddles the district line. An unadorned reference to the term "permitted within that zoning designation" simply begs the ultimate question: is a straddling strategy allowed in the zone?

50. The Examiner's view is that, in the absence of either a more explicit regulatory instruction or an obvious adverse consequence to be avoided, questions of zone-straddling impacts can be adequately assessed within the CUP review framework on an *ad hoc* basis. Placing a building on the district line shared with a less restrictive zone in order to garner more lenient development standard treatment is

usually also going to mean that the impacts of the proposed building are well removed from the more sensitive offsite amenities of critical review concern, which certainly would be the case here with Stonecress and the pharmacy. Allowing the proposed pharmacy to slightly exceed a 14,400 square foot limit by straddling a zone line would appear to entail no adverse impacts.

51. Providing compatibility with the physical characteristics of the Visconsi site itself mostly involved dealing with limitations imposed by existing development patterns and critical areas – resulting in the inability to create a new site access route anywhere but to the south and having to share that access with ProBuild. Vast quantities of review time have been expended in exploring the best ways to deal with this fundamental limitation; as conditioned the resulting approach will reduce traffic impacts and conflicts to a manageable level and adequately protect pedestrian safety. The new spine road configuration will better accommodate large truck movements to and from ProBuild and will constitute an improvement over the current situation. As conditioned, the Visconsi proposal will meet the design, character and appearance compatibility criteria of BMC 2.16.110.D(1)(a).

52. BMC 2.16.110.D(1)(c) requires that the proposed conditional use “not be materially detrimental to uses or property in the vicinity of the subject property.” If any compelling basis were to exist in the record sufficient to deny outright the Visconsi conditional use application in its entirety (as opposed to imposing mitigating conditions), it would need to be premised on a conclusion that there is simply no satisfactory way for the project to avoid creating impacts materially detrimental to Stonecress. As elaborated in the findings above, a number of conditions have been identified over the course of the City's review process to deal with various Stonecress issues. Surely the most devastating potential threats to the Stonecress residential neighborhood arise from the risk that unacceptable levels of Visconsi traffic would use Stonecress's narrow streets to circumvent congestion at the site's main access driveway. Visconsi vehicles diverted through Stonecress in significant numbers could cause noise and light pollution and endanger pedestrians and neighborhood children. If they were to reach extreme levels, these impacts could compromise the livability of the neighborhood.

53. Conditions have been devised to discourage inappropriate use of Stonecress streets by Visconsi traffic. Visconsi will require its tenants to prohibit delivery trucks from using Polly's Lane. The site's exit to Polly's Lane and the road itself will be restricted to outbound vehicles, with the exit configured to dissuade site entry from Stonecress Lane. A full right-turn lane with a tapered approach for large trucks exiting the spine road will be constructed along High School Road westbound between the main access and SR 305. The new exit configuration will prevent large trucks from having to cross into adjoining lanes to make right-turns from the spine road and under normal conditions should offer an unimpeded route from the site to SR 305. In addition, the longer dedicated right turn lane should operate to reduce abnormal queue lengths west of the SR 305/High School Road intersection by allowing right-turning vehicles to depart the queue at an earlier point.

54. As described in the findings above, noise and light impacts from within the Visconsi site itself will be regulated and monitored, with a screening buffer installed along the eastern site boundary adjacent to the nearest Stonecress residences. Before stormwater flows from the project can be released offsite to the northeast, the downstream conveyance system through Stonecress will be evaluated and upgraded, as needed, to assure that flows from the wetland do in fact bypass the Stonecress detention pond and that the conveyance system has adequate capacity. Overall, these mitigations will assure that the offsite impacts from the Visconsi project will not be materially detrimental to the Stonecress neighborhood.

55. BMC 2.16.110.D(1)(f) mandates that all necessary measures be taken "to eliminate or reduce to the greatest extent possible" project impacts on the immediate vicinity. This requirement overlaps the discussion just concluded regarding the mitigation measures to be imposed on the Visconsi project to protect the Stonecress neighborhood. The analysis supports a conclusion that the requirements to be imposed as conditions of project approval include all measures that can realistically be deemed as feasible within the constraints of the site and the neighborhood. As such, they will reduce project impacts to the greatest extent possible and operate to effect overall project compliance with the full range of requirements for conditional use permit approval set forth in the BMC 2.16.110.D decision criteria. More specifically, the internal spine road features, the alterations to access to and movements on Polly's Lane, the improvements to High School Road and the stormwater conveyance system upgrades required by the conditions below all are necessary to make the application compliant with the conditional use permit decision criteria.

SEPA Threshold Determination Appeal

56. The Mitigated Determination of Nonsignificance (MDNS) issued by the City on November 22, 2013, for the Visconsi proposal was appealed by the Islanders for Responsible Development. The rather generic allegations of adverse environmental impacts contained in the December 6, 2013, IRD SEPA appeal were clarified during the pre-hearing process and, as further specified in the pre-hearing orders, provided the basis for review within this appeal proceeding.

57. An MDNS is a determination by the SEPA responsible official that a proposal will not have a significant adverse environmental impact if certain mitigating conditions are imposed. WAC 197-11-350; see, e.g., *Anderson v. Pierce County*, 86 Wn. App. 290, 303, 936 P.2d 432 (1997). Under BMC § 16.04.040.A, the SEPA responsible official for the City is the Director of Planning and Community Development.

58. The responsible official's decision to issue an MDNS and not require an Environmental Impact Statement (EIS) is to be accorded substantial weight in any administrative appeal. RCW 43.21C.075(3)(d); WAC 197-11-680(3)(a)(iii); BMC 16.04.170.E. The substantial weight requirement mandates review of the responsible official's decision under the "clearly erroneous" standard. See, e.g., *Wenatchee Sportsmen Ass'n. v. Chelan County*, 141 Wn.2d 169, 176, 4 P.3d 123 (2000). A decision is deemed clearly erroneous only when, although there is evidence to support it, the reviewing body is "left with the definite and firm conviction that a mistake has been committed." *Norway Hill Preservation & Protection Ass'n v. King County Council*, 87 Wn.2d 267, 274, 552 P.2d 674 (1976). Consistent with the foregoing, in a SEPA appeal the appellant carries the burden of proof.

59. The IRD appeal alleged that the Visconsi project would cause unmitigated significant adverse impacts to traffic, which issue was refined in the pre-hearing order to include LOS impacts at the SR305/High School Road intersection and pedestrian safety impacts both on and offsite. The project traffic study concluded that during the proposal's horizon year the SR305/High School Road intersection would operate at a LOS deemed acceptable under the City's regulations and policies, and IRD failed to introduce persuasive evidence to the contrary. Pedestrian safety issues will be addressed by the applicant through the installation of both onsite and offsite crosswalks, supplemented by traffic calming measures along the internal spine road. No evidence was adduced that these measures would be inadequate to mitigate potential pedestrian safety impacts.

60. The IRD appeal further alleged that the Visconsi project would cause unmitigated significant adverse impacts to the environment resulting from the "plan to remove large amounts of trees." In the pre-hearing order these allegations were identified as involving potential impacts to aesthetics, air quality and increased stormwater runoff. No evidence of view impacts from tree removal was introduced, nor does any seem likely given that substantial tree buffers will be retained on the west side of the site next to SR 305 and on the east next to Stonecress. Air quality issues were only addressed by IRD in terms of the ecological role of trees generally, with nothing offered about impacts from this site specifically. The drainage conditions explicitly require the project to release flows offsite at or below pre-development rates, with or without tree removal, and to assure the functionality of the flow conveyance system immediately downstream. The record demonstrated that Visconsi site tree removal will comply with the City's tree retention requirements. No site-specific unmitigated adverse impacts from tree removal were demonstrated.

61. IRD's allegation of drainage impacts was refined to focus on the possibility that Winslow Ravine downstream from the site contains a fish-bearing habitat. No evidence was introduced in support of this contention. Concerns about wetland mitigation timing will be resolved by requiring the mitigation plan to be executed at an early project stage.

62. No evidence of specific project noise and lighting impacts exceeding the City's regulatory limits was introduced by IRD, nor was any attempt made to establish that these regulatory limits will be incapable of keeping such impacts at a nonsignificant level. A baseline noise study was conducted by the applicant, and followup measurements will be made after the project is occupied. An IRD allegation of adverse impact to the utility infrastructure serving the City was abandoned.

63. IRD allegations of aesthetic harm to views from nearby residential properties, High School Road and SR 305 were not supported by site-specific testimony about visual impacts. The level of perimeter screening required of the project plus the site plan's relationship to surrounding development suggest that specific adverse aesthetic impacts will be minimal or nonexistent.

64. IRD allegations that the Visconsi project will create urban blight were supported by testimony and graphics showing that vacant commercial properties presently exist on Bainbridge Island. No attempt was made to calculate an overall vacancy rate or to demonstrate that such rate should be considered sufficiently elevated to indicate a threat to the community's economic health.

65. Overall, with a few exceptions mostly involving traffic and circulation questions, IRD's evidence in support of its SEPA appeal consisted primarily of statements of general concern that were never quantified in terms of, nor always even concretely related to, the Visconsi proposal and its likely effects. As such, the IRD appeal failed to meet its burden of proof to demonstrate that the Visconsi proposal, as mitigated, would cause probable significant adverse environmental impacts or that the City's MDNS should be deemed clearly erroneous based on the record as a whole. The IRD appeal of the City's SEPA threshold determination issued for the Visconsi proposal thus must be denied.

Project Conditions

66. The conditions attached to this decision are a combination of SEPA mitigation requirements, project conditions recommended by City staff, voluntary mitigations offered by the applicant at the

hearing, and new and modified conditions imposed by the Hearing Examiner determined necessary to make the proposal compliant with site plan review and conditional use permit decisional criteria. While the SEPA conditions remain as promulgated by the City's Responsible Official, the various new conditions mostly have been integrated into the staff conditions format in those places where they expand on matters already under consideration.

67. All the voluntary mitigations have been included as project conditions except Visconsi condition number one, which contemplates a payment from the developer to the Stonecress Home Owners Association. This has been excluded for two reasons. First, the relationship of the payment amount to any actual mitigation costs is unclear, so the City's regulatory connection to the transaction is tenuous. Second, the payment is partly focused on stormwater system issues, which is the subject of a new Examiner-imposed condition. In view of its now increased stormwater mitigation obligation, Visconsi may conclude that its voluntary payment to Stonecress needs to be adjusted. The City has no legitimate role to play in any such negotiation.

68. The Examiner's new conditions and efforts at integrating the Visconsi voluntary mitigations into the overall permit format may inspire the parties to suggest some adjustments regarding procedures, timing and staff responsibilities. The voluntary mitigations contain a number of generic references to "the City of Bainbridge Island's approval" where it is not clear exactly what process is being contemplated. In addition, implementation of a one-way regime for Polly's Lane involves obtaining the agreement of entities that are not formal parties to this proceeding, plus thinking about how to proceed if a key player balks. Condition no. 44 below undertakes to address this circumstance.

69. The new conditions contain details that parties may believe are less than optimal in their consequences and thus in need of revision. The mechanism for seeking such revisions is a request for reconsideration filed before the expiration of the LUPA appeal period. If specific language amendments can be suggested for the conditions at issue, such will likely make the process more efficient. A request for reconsideration will *not* automatically stay the filing deadline for judicial appeals. No such stay will likely be granted unless all parties stipulate to it.

Final Observations

70. An observer cannot avoid being impressed with the depth of dedication and enthusiasm Bainbridge Island residents bring to the public participation process. But there are areas of concern as well. In particular, there is a widespread misconception about what role a comprehensive plan can play in the site-specific development review process. To oversimplify slightly, once the zoning code identifies the uses permitted in a zoning district, the comprehensive plan can be employed to supply certain refinements that operate as development standards for regulating the establishment of such uses. But if the zoning code clearly permits a use, it cannot simply be denied outright based on alleged conflict with comprehensive plan policies.

71. By Bainbridge Island standards, the High School Road zoning districts are relatively tolerant of and friendly toward a broad range of commercial development. So if there really is a popular consensus that the Island already has (for example) more than enough drugstores, the easy and effective way to address this issue is to amend the zoning code permitted use chapter to delete drugstores from the list. But if the code allows a drugstore as a use in a zone, an applicant is entitled to receive a permit based on a successful running of the regulatory maze – regardless of whether it's a popular idea or not.

72. Turning to the Visconsi experience specifically, a long and involved process will not necessarily be a successful one if its key elements are out of sequence. While the Design Review Board and Planning Commission review procedures worked remarkably well overall in ferreting out issues of primary importance, there was one big conceptual glitch. On this highly constrained development parcel access limitations and traffic impacts were obviously going to drive the site design process, but these problems were not fully identified and fleshed out until midway through the review chain. The project's transportation impact analysis didn't appear until the DRB process was already well under way, and even then its initial iteration failed to come to terms with all ramifications of the site access and circulation issues. By the time a clearer picture had emerged, both the applicant and DRB were committed to the "Main Street" concept and didn't want to rethink it. A better process would have produced a complete and adequate traffic study at the very beginning of the review so that it could have informed the conceptual site design discussion before a preferred design option had become entrenched.

73. In closing, a reference to an old query may be in order — whether, in this particular instance, one should regard the development review glass as being half full or half empty. Project opponents may be expected to continue to make the case for half-empty. Here is the case for half-full: the current zoning would support approval of a much more intense and aggressive commercial project than Visconsi is proposing. Except for the small bank on the corner, the project buildings will be nearly invisible from neighboring roads. The largest retail building will be the pharmacy at just under 15,000 square feet — less than one-third of Safeway. Whatever else it may be, this is not a replay of Safeway. In fact if one compares this proposal with what currently exists in the greater High School Road district, the Visconsi project would deserve to be adjudged superior in almost every way to the the jumble of retail and office facilities now gracing the neighborhood. So while it may fall short of some ultimate vision of perfection, the facts on the ground strongly suggest that this project comprises praiseworthy movement in the right direction.

DECISION

The SEPA Threshold Determination appeal of the Islanders for Responsible Development is DENIED, and the Site Plan Review and Conditional Use Permit applications of the Visconsi Companies LTD (file no. SPR/CUP 17734) for commercial development at 10048 High School Road are GRANTED, subject to the following conditions of permit approval:

SEPA Conditions

1. All graded materials removed from the subject property shall be hauled to and deposited at City approved locations (Note: local regulations require that a grade/fill permit is obtained for any grading or filling of 50 cubic yards of material or more if the grading or filling occurs on sites that have not been previously approved for such activities. A SEPA Threshold Determination is required for any fill over 100 cubic yards on sites that have not been previously received a SEPA determination).
2. Contractor is required to stop work and immediately notify the Department of Planning and Community Development and the Washington State Office of Archaeology and Historic Preservation if any historical or archaeological artifacts are uncovered during excavation or construction.

3. To mitigate the possible impact on adjacent properties from light and glare, all exterior lighting shall be hooded and shielded so that the bulb is not visible from adjacent properties. All landscape lighting shall be downcast and lighting within surface parking lots shall be no higher than 14 feet above grade. All exterior lighting shall comply with BIMC Chapter 15.34 (Note: BIMC 15.34 was repealed now BIMC 18.15.040).
4. In order to mitigate the impacts from light, glare, noise and human presence on the off-site wetland, the prescribed wetland buffer understory shall be enhanced by the removal of all invasive species (primarily English Ivy and Holly) and the replanting of native shrubs, plants and trees. A wetland buffer enhancement mitigation plan shall be submitted and approved by the Planning Department prior to construction of building #5 adjacent to the wetland buffer. All invasive species removal and restoration shall occur or an assurance device shall be provided prior to final inspection of building #5.
5. Prior to any clearing or grading on the site, chain-link construction fencing shall be installed and inspected by the City at the edge of the tree's dripline for trees being preserved as part of the development and along the 100 foot wetland buffer. Signs shall be affixed to the fence every 50 feet indicating the protected area.
6. No disturbance of the wetland buffer shall occur, except for buffer enhancement activities and the installation of a utility stormwater dispersal line to return treated stormwater to the wetland. Prior to installation, the applicant shall apply and receive approval of a Special Use Review. Proper buffer restoration/enhancement shall be proposed and implemented as part of the Special Use review.
7. All construction activities shall comply with the construction operating hours limitations contained in BIMC Chapter 16.16. Noise produced by this development must comply with the maximum environmental noise levels established by the Washington Administrative Code 173-60 or its successor.
8. No use in this development shall produce emissions of smoke, dust and/or odors beyond the property boundary that may unreasonably interfere with any other property owners' use and enjoyment of his/her property. In addition, all sources and emission units are required to meet the emission and the ambient air quality standards specified in Chapter 173-400 WAC, and administered by the Puget Sound Air Pollution Control Authority (PSAPCA), and shall apply to all air contaminants listed in that regulation.
9. In order to be consistent with the adopted codes and Comprehensive Plan policies and to provide non-motorized connections to the proposed development, the applicant is required to construct a multi-use trail from the High School Road intersection/crosswalk to the extent of the northern property line of the development. The trail shall be located within the Washington State Department of Transportation (WSDOT) right-of-way and shall meet the minimum standards for a shared-use path contained in the WSDOT Design Manual Chapter 1515 (minimum of 10 feet wide) (Attachment NN). The trail design shall tie into the cross walk at High School Road and shall to the maximum extent feasible be located away from the highway driving lane, but then returning to the highway at the northern extent, allowing users to return to the paved roadside shoulder.

Project Conditions:

10. Except as modified by the conditions below, the site shall be developed in substantial conformance with the site plans and building elevations date stamped received April 25, 2013, as modified by sheet A17 submitted June 11, 2013, revising sheet A3.0; and further modified by the following later revised sheets submitted September 9, 2013 (A0.2, A1.0, L1, L2, L3, L4, L5, L10, L12 and C1-C5) and hearing exhibits 41 and 42 dated January 21, 2014.
11. (a) The full landscape screen ranging in width from 20-30 feet and the 50-foot averaged full landscape screen along Highway SR305, as shown on the submitted plans, shall be planted and maintained between the proposed development and the Stoncress development to the east and the development and Highway SR 305 to the west. All existing trees within the required buffers shall be retained and protected during construction.
 (b) A 120 L.F 6' high board on board fence starting just north of the Applicant's Development connection to Polly's Lane and running north along the west property line of Stoncress shall be installed adjacent to the 30' buffer to provide additional screening for the Stoncress homes. The fence will be placed on Stoncress's west property line prior to final inspection of the first building in this development.
12. The applicant shall obtain an approved building and/or grading permit from the Department of Planning and Community Development, prior to any construction activities on the site.
13. The demolition of structures that required a permit to construct will require a demolition permit from the City. All debris shall be properly disposed of at approved locations. The applicant's construction contracts shall provide that a minimum of 75% of construction waste will be recycled, composted, reused or diverted from land fill.
14. An approved Boundary Line Adjustment shall be recorded with the Kitsap County Auditor prior to the issuance of any building permits where buildings are proposed over property lines or existing lines preclude meeting lot coverage, FAR or other zoning regulations.
15. Prior to building permit issuance, the applicant shall satisfy the concerns listed in Bainbridge Island Fire Department Memo of May 8, 2013. Specifically the following comments shall be addressed to the Fire Marshal's satisfaction:
 - a. Project shall comply with the applicable provisions of the adopted Fire Code.
 - b. Fire sprinkler and fire alarms as required for new structure(s).
 - c. No Parking Fire Lane signage will be required.
 - d. Proposed hydrant locations and access appear acceptable.
16. Sign permits for each sign shall be required under the City of Bainbridge Island Municipal Code Section 15.08.
17. No signs are permitted to be placed within the 50-foot full screen buffer adjacent to Highway SR305.
18. Signs having internal illumination and standard metal can or plastic panel signs are not allowed, and any new signs shall comply with the Mixed Use Town Center Design Guidelines.
19. After roadway designs required by condition 23 are approved by the City and consistent therewith, the proposed bank building on the corner of High School Road and SR305 shall either be relocated to meet the maximum 10-foot front yard setback from the sidewalk or the existing

sidewalk shall be relocated to provide a planting strip between the side walk and High School Road so that the side walk is within 10 feet of the building. The sidewalk along High School Road shall be a minimum of 8 feet wide. If any portion of the sidewalk is on private property an easement to the City for public access shall be granted.

20. The site and buildings shall meet all accessibility standards of the Building Code.
21. The only drive-through lanes authorized are for the building 1 bank and the building 2 pharmacy. The drive-through window associated with the pharmacy may only be used for delivery of prescription medications from a licensed pharmacist. No building may be served by more than one drive-through lane.
22. No outdoor storage related to retail businesses is permitted.
23. Except as modified herein, all the conditions and recommendations of Engineering Development Review shall be satisfied prior to the issuance of any construction permits (Attachment Z). Civil construction plans for all roads, storm drainage facilities, sanitary sewer and water facilities, and appurtenances shall be prepared by a civil engineer licensed in the state of Washington and shall be submitted to the City for review and approval. No building permits shall be issued and no construction shall be started prior to plan approval by the Development Engineer.

Specifically the following conditions shall apply:

Stormwater Management:

The following shall be provided with the building permit application or prior to final inspection of the first building as indicated:

A. The site plan indicates that greater than one acre will be disturbed during construction. To comply with Phase II Department of Ecology requirements, a General Construction Stormwater Permit (NPDES) will be required prior to construction plan approval. The permit is required prior to any clearing, grading or other land-disturbing activities.

B. A Temporary Erosion and Sediment Control Plan will be needed with the building permit application. The plan shall be prepared by a civil engineer licensed in the state of Washington.

C. Civil plan design and supporting drainage report for all proposed storm water facilities shall be provided. The design must successfully demonstrate that the project meets the design requirements per BPMC Chapters 15.20 and 15.21. Underground detention tanks for stormwater control and storage shall be used to the maximum extent feasible.

D. All on-site stormwater facilities shall remain privately owned and maintained. The owner shall be responsible for maintenance of the storm drainage facilities for this development following construction. Annual inspection and maintenance reports shall be provided to the City. A Declaration of Covenant for stormwater system operation and maintenance will be required to be recorded before issuance of occupancy permits. The

approved language for the Declaration of Covenant is found in BMC Chapter 15.21, Exhibit A.

E. An easement and agreement with WSDOT will be needed for drainage pipes within WSDOT right of way (ROW) and for accepting stormwater runoff from the pipes, respectively.

F. With the prior consent of the Stonecress Home Owners Association, the northeast site basin downstream conveyance system shall be inspected and evaluated between the Woodland Village wetland outlet to Stonecress and Ferncliff Avenue. Adequate flow capacity shall be provided at all locations and existing conveyance structures replaced as needed. No site flows shall be allowed to enter the Stonecress detention pond.

Traffic and Roads:

G. The Certificate of Concurrency issued for this project is valid for the uses described in the traffic impact analysis by the Transpo Group, Inc., dated April 2013 (Attachments L & AA).

H. All internal roadways will be privately owned.

I. Internal roadway plan and sections to be submitted with the initial Building Permit to match the Preliminary Utility Plan, which may be modified to provide consistency with these conditions.

J. For the Primary Access Road ("the spine road"), submit a final design which includes the addition of a planter strip between the Primary Access Road and sidewalk to the east of the drugstore building and proposed relocation of crosswalks by the drugstore as set out in Hearing Exhibit No. 53. As approved by the City Development Engineer, the layout depicted in exhibit 42 shall be modified to eliminate crosswalk A; shorten the divider strip so that its northern tip does not extend north of the northeast corner of building 4 and the bulb is removed; reduce the intersection offset for the driveways north of buildings 4 and 5; and provide a pedestrian walkway along the western edge of the rain garden north to the ProBuild entry. Crosswalks B and D shall be elevated 6 inches above adjacent grade where they cross the spine road, be constructed from materials that contrast with the driving surface, and be flanked on both approaches by speed humps or tables. The spine road will be posted with a 15 mph speed limit, but the speed limit will not be enforced by the City of Bainbridge Island.

K. A safety study and facility design shall be submitted by the applicant for construction of a crosswalk on High School Road at the Polly's Lane intersection. Study and design parameters will be established by the City's Development Engineer.

L. A full right-turn lane shall be constructed by the applicant on High School Road between the spine road exit and SR 305, as approved by the City Development Engineer. This may require the dedication of additional right-of-way and relocation of sidewalks and curbs.

M. A turning radius analysis and design shall be submitted for construction of the right-turn exit from the spine road to High School Road that will allow 5-axle semi-trailer trucks to depart the site westward without crossing out of the right-turn lane on High School Road.

N. The facilities required by subsections K, L and M above shall be installed prior to occupancy of the first site building. The facilities required by subsection J shall be installed before occupancy of the first building located east of the spine road.

O. The applicant is responsible for all regulatory and street names signs in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) and City requirements.

P. Show the location of mailboxes for all buildings within the site plan.

Q. A design for limiting Polly's Lane to one-way southbound traffic use, with left and right turn movements provided to High School Road and a 20 mph speed limit, shall be submitted to the City Development Engineer for approval. The applicant will install "One Way" and "Do Not Enter" signs. The design shall also prohibit placement of street lights along Polly's Lane. The design features listed above will also require Fire Marshal review and approval. A "Local Traffic Only" sign shall be placed on the corner of the intersection of Stonecress Drive and High School Road, and a "No Trucks" sign shall be placed at the Applicant's Development exit to Polly's Lane. The site development exit design shall include features for preventing or discouraging entry from Stonecress Lane. A crosswalk shall be placed just south of Stonecress Drive across Polly's Lane. Once the conceptual approvals required by condition 44 below have been obtained, the facilities required by this condition all shall be installed prior to the connection of the Applicant's Development to Polly's Lane.

Water and Sewer Improvements:

R. On-site water and sanitary sewer main extensions shall be publicly owned and maintained.

S. Consistent with Bainbridge Island Municipal Code Section 13.18.010, the water main shall be extended from High School Road the full length of the property. A gate valve shall be installed on the water main on the northern property line as to not limit future main extensions.

T. Consistent with Bainbridge Island Municipal Code Section 13.18.010, the sewer main shall be extended from High School Road the full length of the property. A manhole shall be installed on the end of the sewer main on the northern property line to facilitate future expansion. The sewer main from the manhole on High School Road shall be placed at minimum slope requirements as listed for 8-inch pipe within the Washington State Department of Ecology, Orange Manual as to not limit future gravity sewer extensions.

U. Water and sewer main extension shall be located in 15-foot wide easements. All mains shall be accessible by maintenance vehicles to the satisfaction of the City Engineer.

V. A water and sewer availability application, binding commitment limited reservation shall be completed for Site Plan Review and a binding commitment unlimited reservation completed prior to building permit issuance.

Permits Required:

X. As stated above, a NPDES permit from the Department of Ecology will be required prior to ground disturbing activities.

Y. A ROW permit will be required prior to any work within the right of way. The ROW permit will be subject to separate conditions and bonding requirements.

24. Parking shall be improved in substantial conformance with the approved site plan. Parking area shall be paved, all stalls shall be striped to their full dimensions and appropriate signage shall be placed at each handicap stall(s). Each parking stall is to meet the dimensional standards of BIMC Table 18.15.020-3 outside of required driving aisles or minimum sidewalk width of five feet.
25. The site shall provide parking spaces and charging stations for at least one electric car per building as well as five (5) parking spaces for motorcycles.
26. No more than 30 percent of the required parking spaces may be designated as compact spaces. All compact spaces shall be properly identified as "compact".
27. The primary walkways throughout the development shall meet accessibility requirements and shall be surfaced with nonskid hard surfaces and provide a minimum of five feet of unobstructed width.
28. As shown on the site plan, where pedestrian walkways cross driving aisles, contrasting construction material, such as stamped concrete or pavers shall be used for the cross walk.
29. A minimum of 53 bicycle spaces are required for this development; a proportional number of spaces are to be installed in conjunction with the completion of each building. The racks or wall hangers need to provide the ability to lock wheel and frame of bicycle. At a minimum there should be bicycle racks associated with each building within the development. The site will provide a commuter bike shelter accommodating 8 bicycles prior to the last building receiving a certificate of occupancy.
30. A bus shelter shall be constructed within close proximity of the existing bus stop along Highway SR305. The shelter shall be of similar quality and architectural style as the rest of the Visconsi Master Plan or shall meet the Kitsap Transit standard and shall be constructed prior to final occupancy of any building within the development. Appropriate permits from Washington Department of Transportation shall be obtained prior to construction.
31. Prior to issuance of any building permit, a final landscaping plan shall be submitted and approved for any buildings and landscaping work within that phase.
32. Prior to issuance of any building permit, a final landscaping plan shall be submitted and approved for both the full landscaping screen along the east edge of the property adjacent to the Stonecress

development and the averaged 50-foot full-screen landscaping buffer along Highway SR 305. The SR 305 full-screen buffer shall project south toward the High School Road intersection to the maximum extent feasible consistent with traffic and pedestrian safety, as determined by the City's Development Engineer.

33. All landscaping plans shall be in substantial conformance with the preliminary landscaping plan (Sheet L4) date stamped received September 9, 2013, except that street trees shall be provided along High School Road on 30-foot centers.
34. All landscaping shall be installed per the approved landscaping plans for each phase or a performance assurance device shall be submitted and approved, prior to final inspection of any building. The installation of landscaping shall be verified by the Landscape Professional and the landscaping declaration shall be signed.
35. Prior to the final inspection of the first building within this development the full landscaping screen along the east edge of the property adjacent to the Stonecress development and the 50 averaged foot full screen along Highway SR305 shall be installed or a performance assurance device shall be submitted and approved.
36. Prior to temporary occupancy of any building, a landscaping maintenance assurance device for the required landscaping shall be provided to the City for a period of three years. All landscaping and buffers shall be maintained for the life of the project.
37. In order to define the circulation system and pedestrian separation, raised curbs shall be used to separate landscaping and raised walkways from parking stalls and drive aisles.
38. Exterior trash receptacles/recycling facilities shall be fully screened with solid walls and gates. The screening enclosures shall be architecturally consistent with the adjacent structures. All enclosures serving associated buildings shall be constructed and inspected prior to final inspection of the associated building.
39. At the time of building permit submittal, detailed lighting plans demonstrating compliance with the lighting standards shall be submitted for review and approval by the City.
40. All mechanical equipment shall either be located underground, incorporated into landscaping or integrated within the building or roof form of the building. Parapet walls may be used to screen rooftop mechanical equipment as long as equipment is completely obscured from view and the parapet does not substantially detract from the building architecture.
41. A minimum of 40 tree units per acre shall be maintained across the Visconsi Master Plan Development either through preservation of existing trees or planting of new trees (326.4 tree units as defined by BJMC Chapter 18.15).
42. The wetland buffer enhancement mitigation plan shall be approved and all invasive species removal and wetland restoration completed prior to occupancy of the first building on the site. This deadline requirement implements (but does not contradict) SEPA condition no. 4.
43. The applicant shall verify compliance with the City's Noise Ordinance by conducting two (2) site visits by a certified noise expert during first year of full project occupancy, taking readings during a Friday P.M. peak traffic hour. If noise readings show the site is not in compliance, the applicant will be required to bring the site into compliance via noise softening measures.

44. In addition to Fire Marshal approval as specified by condition 23(Q) above, conversion of Polly's Lane to a one-way outbound roadway is deemed to require the consent of the Stonecress Home Owners Association (SHOA) and Kitsap Bank. If all consents and approvals necessary for this conversion have not been secured within one year of the date of this decision (which will be considered final for such purposes when all reconsideration procedures and judicial appeals have been concluded), the following procedures shall apply:

A. If SHOA consent has been withheld, this shall constitute implied SHOA acceptance of the impacts of the Visconsi development under Stonecress road conditions as they presently exist, compliance with condition 23(Q) above shall be deleted as a development requirement for the Visconsi project, and construction may proceed under the remaining terms of this approval; provided that, the following requirements of condition 23(Q) shall continue to apply: the 20 mph speed limit and crosswalk for Polly's Lane and the "No Trucks" and "Local Traffic Only" signage.

B. If either Kitsap Bank consent or Fire Marshal approval is withheld, the hearing will be reopened to explore alternative options for limiting site traffic impacts to Stonecress. Due to its limited interest in Polly's Lane, consent by Kitsap Bank may be determined unnecessary, and other access solutions may exist that satisfy the Fire Marshal's concerns.

C. Hearing Examiner jurisdiction over this proceeding is retained for the limited purpose of entertaining alternative access options if required consents to convert Polly's Lane to one-way use and implement the other related requirements of condition 23(Q) cannot be secured. During retention of this jurisdiction any party may request the hearing to be reopened for the purposes specified, which may include requests that conditions be modified because other parties are failing to act in good faith. Condition 23(Q) may be revised and new conditions added pertaining to Polly's Lane access, if required.

D. Hearing Examiner jurisdiction will terminate automatically upon receipt of all necessary consents and approvals as described above, or otherwise upon the Examiner's order.

45. The applicant will establish and staff a 24-hour complaint hot line, to be commenced at a time mutually agreed to with the Planning Director.

46. Prior to issuance of a building permit for any structure, the applicant shall demonstrate that as installed any proposed HVAC units will comply with the City of Bainbridge Island Noise Ordinance.

47. Applicant shall state within an appropriate legal document that any vehicle larger than a single unit -- three-axle truck will be prohibited on Polly's Lane and that service and delivery vehicles will be restricted to the hours of 7 a.m. to 9 p.m.

48. Applicant will state within an appropriate legal document its commitment that any tenant shall utilize the latest in Green Building techniques to the extent feasible. Pursuant to such document, the tenant will be encouraged to use proven techniques such as high-efficiency windows, recycled

building products, and occupancy lighting controls in order to reduce energy consumption.

49. A. A change of use approval from City is required before any building use is converted. Conversion of the proposed medical center (building 5) to a retail use is prohibited, and its conversion to a permitted use with an ITE trip generation rate higher than 5.0 trips per 1000 square feet shall require a new conditional use permit.

B. Site plan review approval is predicated upon the visual integrity of the site design and its success in establishing a harmonious relationship among the component structures, as elaborated in the City's Design Guidelines and generally represented in exhibits 28-1 through 28-18. For each building permit application the Planning Staff shall determine whether the proposed development's design is consistent with the design concepts illustrated in exhibits 28-1 through 28-18 and, based on an affirmative determination, may issue the permit. Staff may consult with the Design Review Board in making this determination. If Staff concludes the requisite design harmony and integrity are lacking and a determination of inconsistency is indicated, the application shall be returned to the applicant with suggestions describing the changes necessary to create design consistency. Alternatively, the applicant may request an adjustment to an approved site plan pursuant to BMC 2.16.040.G.

50. Within 60 days from the Hearing Examiner project approval date, the Applicant will consent to having an interested citizen remove for his or her own re-use the existing green structure located near the current ProBuild entrance on High School Road. The Applicant will not dismantle the structure. After consent is obtained, the interested citizen will have 15 days to remove the structure from the property.

ORDERED March 27, 2014

/s/ Stafford L. Smith
Stafford L. Smith, Hearing Examiner
City of Bainbridge Island

The Hearing Examiner is authorized to make the City of Bainbridge Island's final decisions regarding the Visconsi site plan review and conditional use permit applications and SEPA threshold determination appeal. A party with standing may seek judicial review of these decisions by filing a timely suit in Kitsap County Superior Court under the Land Use Petition Act.

The exhibit list prepared by the Clerk of the Hearing Examiner's Office is attached.

VISCONSI REPORT AND DECISION - 58

EXHIBIT LISTSEPA MDNS Appeal
and
Permit ApplicationVisconsl Master Plan
Site Plan Design Review and Conditional Use Permit
SPR/CUP 17734Staff Contact:
Josh Machen, Planning Manager

Public Hearing: January 16, 17, 21, 22 and 28, 2014

Location: City Hall

Hearing Examiner: Stafford Smith

EXHIBIT NO.	DOCUMENT DESCRIPTION	DATE
1	Staff Report Attachments: A. Public Participation Meeting Summary and Comment Matrix B. Site Plan and Design Review Application, Submitted April 24, 2013 C. Conditional Use Permit Application, Submitted April 24, 2013 D. Owner/Agent Agreement and Legal Descriptions E. Site Plans and Perspectives A0.0 -- A0.5 F. Building Elevation and Perspective Plan A1.0-A17.0 G. Landscape Plans L1-L12 H. Preliminary Civil Plans C1-C5 I. Project Description/Zoning Summary Prepared by Wenzlau Architects J. Planting Plan Supplemental Information Appendix K. Tree Retention Analysis L. Traffic Impact Analysis Prepared by Transpo Group April 2013 M. Wetland Analysis Prepared by Christy Carr N. Wetland Analysis and Rating Form Prepared by Ryan Erickson and Sara Cooke O. Water/Sewer Availability Request P. Utility Report Prepared by Browne Wheeler Engineers, Inc, April 24, 2013 Q. Civil Plan Revision 1 Memo from Browne Wheeler, Sep. 5, 2013 R. Environmental Checklist S. Geotechnical Evaluation, Prepared by Aspect Consulting, April 17, 2013 T. Notice of Application, Published June 7, 2013 U. Revised Notice of Application, Published July 5, 2013 V. Public Comment (1-130) W. Response to Public Comment, Prepared by Wenzlau Architects X. Response to O'Hartigan's Comment Letter, Prepared by Browne Wheeler Inc. Y. Overview of Traffic Report and Response to Comments, Prepared by City's Development Engineer Z. Development Engineer Project Review Memo AA. Certificate of Concurrency BB. Public Works Operations and Maintenance Comments CC. Non-Motorized Transportation Advisory Committee Chair Comments DD. Kitsap Public Health District Comments EE. Bainbridge Island Fire Department Comments FF. Building Division Comments GG. Design Review Board Minutes, March 26, 2012	10/3/2013 (Dated)

EXHIBIT LISTSEPA MDNS Appeal
and
Permit ApplicationVisconsi Master Plan
Site Plan Design Review and Conditional Use Permit
SPR/CUP 17734Staff Contact:
Josh Machen, Planning ManagerPublic Hearing: January 16, 17, 21, 22 and 28, 2014
Location: City Hall

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EXHIBIT NO.	DOCUMENT DESCRIPTION	DATE
	HH. Design Review Board Minutes, April 23, 2012 II. Design Review Board Minutes, June 18, 2012, with attached annotated checklists JJ. Design Review Board Minutes, May 20, 2013 KK. Response to DRB Design Comments, prepared by Wenzlau Architects, June 2013 LL. Design Review Board Minutes, June 17, 2013 MM. Design Review Board Guideline Checklist with DRB and Staff Responses NN. WSDOT Design Manual Chapter 1515	
2	Planning Commission Regular Meeting Minutes	10/10/2013 (Dated)
3	Vehicular, Pedestrian and Utilities Easement	10/15/2013 (Received)
4	Memo from Planning Manager to Planning Commission re SEPA Conditions	10/16/2013 (Dated)
5	Planning Commission Regular Meeting Minutes	10/24/2013 (Dated)
6	Planning Commission Special Meeting Minutes	11/14/2013 (Dated)
7	Notice of SEPA Mitigated Determination of Nonsignificance (MDNS)	11/22/2013 (Dated)
8	SEPA MDNS Appeal	12/06/2013 (Received)
9	Notice of Appearance (Dennis D. Reynolds)	12/10/2013 (Received)
10	Motion to Dismiss Claim and for More Definitive Statement as to Allegations (A)-(I) in IRD's Appeal	12/18/2013 (Received)
11	Certification of Distribution and Posting	12/27/2013 (Published)
12	Hearing Examiner Pre-Hearing Order	12/29/2013 (Dated)
13	Letter from Applicant's Attorney Stating Intent to Pursue CUP	12/30/2013 (Dated)

EXHIBIT LISTSEPA MDNS Appeal
and
Permit ApplicationVisconsi Master Plan
Site Plan Design Review and Conditional Use Permit
SPR/CUP 17734Staff Contact:
Josh Machen, Planning ManagerPublic Hearing: January 16, 17, 21, 22 and 28, 2014
Location: City Hall

Hearing Examiner: Stafford Smith

EXHIBIT NO.	DOCUMENT DESCRIPTION	DATE
14	Petitioner Witness List/Issue Clarification	12/31/2013 (Dated)
15	City Attorney Haney's Emailed Expert Witness List	12/21/2013 (Dated)
16	Applicant's Expert Witness List	12/31/2013 (Dated)
17	City's Response to Appellant's Issue Clarification (Appeal Issue No. 1)	01/02/2014 (Dated)
18	Applicant's Response to Appellant's Issue Clarification (Appeal Issue No. 1)	01/02/2014 (Dated)
19	Hearing Examiner's Supplement to Pre-Hearing Order	01/06/2014 (Dated)
20	Applicant's Motion to Dismiss SEPA Appeal	01/07/2014 (Dated)
21	City of Bainbridge Island's SEPA Appeal Exhibit List	01/07/2014 (Dated)
22	Applicant's Revised Exhibits Disclosure SEPA Appeal	01/07/2014 (Dated)
23	Hearing Examiner's Order Denying Motion to Dismiss	01/08/2014 (Dated)
24	Petitioner Exhibit List/Additional Issue and Witness Clarification	01/08/2014 (Dated)
25	Letter from Applicant's Attorney re Hearing Examiners Order Denying Motion	01/09/2014 (Dated)
26	Project Report Attachments: OO. Planning Commission Findings and Recommendation PP. Planning Commission's Second Motion QQ. Transpo Group Memo Dated November 8, 2013, Supplemental Information RR. Memo from City's Development Engineer regarding Pedestrian Crosswalk Placement on City Streets SS. SEPA Mitigated Determination of Nonsignificance, Dated November 22, 2013 TT. SEPA Appeal by Islanders for Responsible Development	

EXHIBIT LISTSEPA MDNS Appeal
and
Permit ApplicationVisconsl Master Plan
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SPR/CUP 17734Staff Contact:
Josh Machen, Planning ManagerPublic Hearing: January 16, 17, 21, 22 and 28, 2014
Location: City Hall

Hearing Examiner: Stafford Smith

EXHIBIT NO.	DOCUMENT DESCRIPTION	DATE
	UU. Memo from Development Engineer regarding Traffic Safety, Dated November 8, 2013	
27	Public Comments (Including Comments Submitted at 1/16/14 Hearing)	10/2013 to 01/2014
28	Applicant Visconsl Exhibits – Volume I	01/17/14 (Received)
29	Applicant Visconsl Exhibits – Volume II	01/17/14 (Received)
30	Thorpe Analysis	01/17/14 (Received)
31	Revised Declaration of Georg Syvertsen (dated January 10, 2014)	01/17/14 (Received)
32	Chichester Submittal (Renumbered and filed as Exhibit 60)	01/22/14 (Received)
33	Stonecross Photos Submitted by B. Andrews (Renumbered and filed as Exhibit 54)	01/22/14 (Received)
34	Resume of Ross Tilghman (Renumbered and filed as Exhibit 44)	01/22/14 (Received)
35	Resume of Olat Ribeiro (Renumbered and filed as Exhibit 63)	01/27/14 (Received)
36	Planning Commissioners' Bios	01/22/14 (Received)
37	Code Citations	01/22/14 (Received)
38	Drainage Plans	01/22/14 (Received)
39	Cooke Scientific Letter dated January 20, 2014, and Resume	01/22/14 (Received)
40	Woodland Distances Diagram	01/22/14 (Received)
41	Proposed Lot Lines	01/22/14 (Received)

EXHIBIT LISTSEPA MDNS Appeal
and
Permit ApplicationVisconsi Master Plan
Site Plan Design Review and Conditional Use Permit
SPR/CUP 17734Staff Contact:
Josh Machen, Planning Manager

Public Hearing: January 16, 17, 21, 22 and 28, 2014

Location: City Hall

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EXHIBIT NO.	DOCUMENT DESCRIPTION	DATE
42	Pedestrian Circulation	01/22/14 (Received)
43	Stonecress Traffic Calming	01/22/14 (Received)
44	Resume of Ross Tilghman	01/22/14 (Received)
45	Tilghman -- Traffic Generation Table	01/22/14 (Received)
46	Tilghman -- LOS and Queues	01/22/14 (Received)
47	Tilghman -- Queuing and Blocking Report	01/22/14 (Received)
48	Tilghman -- HCM Signalized Intersection Capacity Analysis	01/22/14 (Received)
49	Transpogroup Memo	01/22/14 (Received)
50	Second Revised Declaration of Georg Syvortsen	01/20/14 (Dated)
51	Visconsi Comments on Project Report Conditions	01/28/14 (Replaced)
52	Islanders for Responsible Development Conditions Testimony	01/26/14 (Dated)
53	Wenzlau Memo in Response to Traffic Safety Concerns	01/21/14 (Dated)
54	Stonecress Photos Submitted by B. Andrews	01/22/14 (Received)
55	Hand Drawn Diagram of Polly Lane	01/22/14 (Received)
56	Charles Schmid Presentation Regarding Noise Impacts	01/22/14 (Received)
57	Sound Analysis for Penny Creek Retail Center	02/27/06 (Dated)

EXHIBIT LISTSEPA MDNS Appeal
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Permit ApplicationVisconsi Master Plan
Site Plan Design Review and Conditional Use Permit
SPR/CUP 17734Staff Contact:
Josh Machen, Planning ManagerPublic Hearing: January 16, 17, 21, 22 and 28, 2014
Location: City Hall

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EXHIBIT NO.	DOCUMENT DESCRIPTION	DATE
58	Port Orchard Wal-Mart Sound Analysis (2005)	01/22/14 (Received)
59	Declaration of Errol Nelson	01/22/14 (Received)
60	Chichester Submittal	01/22/14 (Received)
61	Ron Peltier Aerial Photos	01/27/14 (Received)
62	Ron Peltier Presentation	01/27/14 (Received)
63	Olaf Ribeiro Resume	01/27/14 (Received)
64	Guidelines for Predicting Noise Impacts	01/27/14 (Received)
65	Nelson - Noise Evaluation	01/26/14 (Dated)
66	Aerial Photo Showing Tree Stands	01/28/14 (Received)
67	Diagram of Access Road Design	01/28/14 (Received)
68	Applicant Visconsi's Voluntary Mitigation	01/28/14 (Received)
69	Resume of Bruce MacCoy	01/30/14 (Received)
70	Excerpts From Winslow Master Plan, May 21, 1998	02/03/14 (Received)
71	Visconsi Supplemental Noise Evaluation	02/03/14 (Received) 02/18/14 (Revised)
72	Visconsi Noise Measurement Charts	02/03/14 (Received)

EXHIBIT LISTSEPA MDNS Appeal
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Permit ApplicationVisconsl Master Plan
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SPR/CUP 17734Staff Contact:
Josh Machen, Planning Manager

Public Hearing: January 16, 17, 21, 22 and 28, 2014

Location: City Hall

Hearing Examiner: Stafford Smith

EXHIBIT NO.	DOCUMENT DESCRIPTION	DATE
73	Legislative History Materials	02/07/14 (Received)
74	Schmid Response to Nelson Noise Evaluation	02/14/14 (Received)
75	Applicant Visconsl's Voluntary Mitigation - Revised	02/18/14 (Received)

May 5, 2014

**OFFICE OF THE HEARING EXAMINER
CITY OF BAINBRIDGE ISLAND, WASHINGTON**

ORDER ON RECONSIDERATION

Project: Visconsi Master Plan
Conditional Use Permit and Site Plan Review
SEPA Threshold Determination Appeal

File number: SPR/CUP 17734

Appellant: Islanders for Responsible Development

Applicant: Visconsi Companies LTD

Owners: Deschamps Partnership LP and Suzanne Kelly

Location of Subject Property: NE Corner of High School Road and SR 305

1. The applicant, Visconsi Companies LTD, and the SEPA appellant, Islanders for Responsible Development ("IFRD"), filed timely motions for reconsideration of certain conditions appended to the Hearing Examiner's March 27, 2014, decision approving the Visconsi site plan review and conditional use permits and denying the IFRD SEPA appeal. IFRD has also requested amendment of findings related to noise regulation and the Planning Commission review process. A notice dated April 14, 2014, authorized written comments to be submitted by the parties and the public through April 25, 2014, in response to these motions. Timely comments were received from Stoncecess residents Linda and Barry Andrews and Margaret Tchakerian and from the applicant. Comments will be considered to the extent that they relate to the issues identified within the motions; new issues cannot be raised through commenting.

2. Most of the requested changes to the March 27, 2014, decision targeted the project conditions, but two of IFRD's requests were for revisions to language contained in the report's findings. The first seeks modification of language within the findings describing the process pursuant to which the Planning Commission's recommendation for project denial was reached. The gist of IFRD's contention is that the Examiner's discussion overstated the role played by Commissioner Maradel Gale in the process and "marginalizes the rest of the Planning Commission."

3. Finding number 17 states that "[b]ased on proposed findings drafted by Commissioner Maradel

ORDER ON RECONSIDERATION - I

Gale, the Planning Commission voted unanimously on November 14, 2013, to recommend denial of the Visconsi site plan and conditional use permit applications." The opening sentence of finding 18 relates that "Commissioner Gale's written findings regarding the deficiencies of the Visconsi proposal were accepted by the Planning Commission as the basis for its recommendation of denial." This finding and the next one then further discuss the Planning Commission's written recommendation in the context of it being based on Commissioner Gale's analysis. This characterization was deemed appropriate because Commissioner Gale was identified as the principal author of the written recommendation and appeared at the public hearing before the Examiner to both explain and vigorously defend the Planning Commission position. One other Planning Commissioner, Jon Quitslund, also participated in the hearing, but he spoke before Commissioner Gale's appearance and only briefly described the Commission process in general terms.

4. Notwithstanding IFRD's displeasure, the findings stated in the March 27, 2014, decision relating to the Planning Commission process neither were materially inconsistent with the hearing record nor did the matters related therein have any actual effect on the ultimate permitting or appeal decisions. It is uncontested that Commissioner Gale was mainly responsible for drafting the recommendation, the Commission adopted it as presented, and only Commissioner Gale described and explained it at the hearing. The Planning Commission recommendation eventually was rejected by the Hearing Examiner, but that outcome depended in no way on questions of authorship or attribution. Thus in terms of the decisional process, IFRD's request appears to be inconsequential; it adds up to nothing more than a complaint about style and emphasis. In other words, it is an effort at political spin. The request will be denied.

5. The IFRD request for reconsideration of finding number 99 is more substantive. This finding contains language implying that traffic noise generated by vehicles on the private Visconsi site would not be subject to noise control regulations. WAC 173-60-050(4)(a) exempts from regulation noise generated by any vehicles on public highways subject to WAC Chapter 173-62, and the noise exemption for vehicles on private property stated at WAC 173-60-050(4)(f) does not apply if the receiving properties are residential. Visconsi points out that it has volunteered to be subject to noise monitoring and suggests the matter should be deemed moot. But even so, the exemption reference in finding 99 is inaccurate and should be corrected, as requested by IFRD.

6. Regarding IFRD's various requests for amended language within the permit conditions, Visconsi has agreed to the proposed changes involving conditions 11(b) (fence extension), 23(J) and (Q) (speed limits) and 47 (service delivery hours). These requests will be granted as proposed. Condition 23(J) is also the topic of Visconsi's sole reconsideration proposal, which seeks increased flexibility with regard to the design of safety features for crosswalks C and D traversing the internal spine road. No one has objected to this request, and it also will be granted.

7. IFRD has requested modification of condition number 21, which places limitations on the drive-through windows proposed for site buildings 1 and 2. IFRD is concerned that if in the future the currently anticipated uses for these buildings change, the City may fail to make a necessary new determination as to the appropriateness of retaining the drive-through facility. This circumstance is covered by condition number 49(A), which requires the City to review a proposal for a building conversion and issue a change of use approval. Modification of condition 21 is therefore unnecessary, and the IFRD reconsideration request pertaining thereto will be denied.

8. The IFRD request regarding condition number 25 is that the requirement for five motorcycle parking spaces serving the site as a whole be expanded to encompass five spaces for each building or building cluster, which would raise the total to at least 20 and perhaps 35 spaces. IFRD also seeks to add to the condition some sort of design requirement to address the visibility of motorcycles to other "maneuvering vehicles within the parking area." Condition 25 is a voluntary mitigation offered by Visconsi; it was never formally requested by IFRD (see exhibit 52) nor discussed at any length at the hearing. As a result, the record provides an insufficient basis for concluding that five stalls is an inadequate number of motorcycle parking spaces. Further, IFRD's stated rationale for the design component of its request -- that the condition as written poses a "great risk of injury to motorcycles and riders" -- relies on a factual contention that was never elaborated within the hearing testimony. As such, this request must be denied as unsupported by the hearing record.

9. A stronger case exists in support of IFRD's request for modification of condition number 29 to include language linking the commuter bike shelter location to existing bus stops. The exhibit 52 summary of the IFRD project conditions testimony identified a need to provide of "a community bike shelter in order to reduce ferry congestion downtown." Condition 29, which incorporates language from the Visconsi voluntary mitigation proposal, specifies a bike shelter but not its location. Visconsi's objection to the IFRD request is mostly based on speculation about whether WSDOT would in fact permit a bike shelter to be sited within the SR 305 right-of-way. A further unknown is the precise future location of the bus shelter required by condition number 30. Since the logic of a "commuter" bike shelter is that it be convenient to public transportation, in principle the IFRD request is reasonable and should be granted in some form. But the language of the condition needs to be flexible enough to accommodate currently unknown design factors.

10. IFRD contends that condition number 38, which requires that "[e]xterior trash receptacles/recycling facilities shall be fully screened with solid walls and gates," does not go far enough to protect Stonecress residents from site-generated noise and that such facilities therefore should be moved further away from the eastern property line. The IFRD motion mischaracterizes the record in attributing to the Visconsi sound engineer a statement to the effect that the currently proposed location of the facilities "would have a significant negative impact on the adjacent neighborhood." What Mr. Nelson actually suggested was that without sound attenuation some noise from clanging receptacle lids would likely be perceptible offsite. The Visconsi response to the IFRD motion states that the "masonry enclosure for the trash/recycle receptacles will be held a minimum of 30 feet from the Stonecress property line;" condition 38 will be modified to include this information. Also on this subject, Linda and Barry Andrews have proposed in their comment that a requirement for trash receptacle covers be added to condition 38 based on a representation made by Visconsi at a meeting with Stonecress homeowners. But because this meeting took place outside the public hearing framework, any private agreements reached in that forum cannot supply a legal basis for permit conditions unless the parties specifically so stipulated.

11. Controlling truck traffic usage of Polly's Lane on the western boundary of Stonecress is at best a complicated and uncertain task. Ultimately the most effective measures will be those that bar entry from High School Road to Polly's Lane and operate to assure the functionality of the main access spine road so that the motivation to seek out an alternative route will be minimized. While these primary mitigations will be supported by provisions for "no trucks" signage at the Visconsi exit to Polly's Lane (condition 23(Q)) and Visconsi's voluntary mitigation condition for limiting the size of vehicles under its control (condition 47), the effective value of these two secondary conditions will mainly be

informational. No sentry is going to be posted at the site exit to enforce the no truck access signage, and the condition 47 truck size limitation will not apply to non-Visconsi vehicles such as contractors exiting from ProBuild.

12. The IFRD reconsideration motion queries whether conditions 23(Q) and 47 are inconsistent and suggests modifying condition 47 to make it applicable to all commercial delivery vehicles rather than just those larger than a single unit three-axle truck. There are two basic reasons why this suggestion should be rejected. First, as noted above, while the comprehensive "no trucks" signage will convey potentially effective information to the public generally, it is likely to have little actual regulatory consequence and thus does not provide a workable template for narrower conditions of a more mandatory nature. Second, the position taken by IFRD at the hearing as documented in exhibit 52 was that "all large truck traffic" should be prohibited on Polly's Lane. A last minute attempt by IFRD to move the goal posts further back should not be accommodated absent a truly compelling rationale. Condition 47 as written, insofar as these matters lie within Visconsi's control, gives IFRD exactly what it originally requested.

13. IFRD's final reconsideration request, also supported by the email from Barry and Linda Andrews, is that Visconsi be required to pay one-third of the annual costs for maintaining the Stonecress stormwater system based on the fact that 5 of the 15 Stonecress roadway catch basins are located within Polly's Lane, which will inevitably handle some traffic exiting the Visconsi site. But a proposal to allocate the responsibility for stormwater maintenance based on nothing more than a catch basin count suffers from multiple deficiencies. Here are a few. First, the record provides no information on what the overall costs of Stonecress stormwater system maintenance are and what percentage of such costs should reasonably be assigned to catch basin and culvert functions. Second, Visconsi will not add new flow volumes to the Stonecress system but only a marginal increase in pollution to existing flows; no information exists in the record as to actual pollution quantities or the nature of Stonecress runoff pollution treatment facilities (if any) and their maintenance costs. Third, extrapolating from the project traffic study, the percentage of Visconsi traffic using Polly's Lane should constitute about one-third of the total volumes for the road, but the IFRD formula assumes (without offering any justification) that 100 percent of the maintenance costs to the stormwater system attributable to all vehicle use of Polly's Lane should be imposed on Visconsi. Finally, as noted by Visconsi's response, while Polly's Lane may possess one-third of the system's catch basins, it only comprises about 10% of Stonecress's impervious area, thus further undercutting a conclusion that a simple catch basin count supplies a logical mitigation trigger.

14. But even if the proposed IFRD formula were rationally defensible, there is also a consideration of overall fairness that argues persuasively against imposing additional stormwater facility costs on Visconsi. Because Stonecress lies within the nearby downstream conveyance system for the Visconsi northeast drainage basin, condition number 23(F) requires the developer to assure adequate stormwater flow capacity through Stonecress. While the exact nature of the problem remains to be determined, the thrust of the neighborhood hearing testimony was that the Stonecress system downstream from the Woodland Village wetland is *presently* malfunctioning – either wetland flows are not bypassing the pond or the bypass pipe is undersized. Condition 23(F) requires Visconsi to assess and fix this problem, a problem that it obviously did nothing to create. This requirement will confer a significant benefit on Stonecress above and beyond any mandated project impact mitigation effects. This benefit will surely exceed any rationally demonstrable new maintenance costs imposed on Stonecress resulting from a minor additional contribution to runoff pollution loads on Polly's Lane.

ORDER ON RECONSIDERATION - 4

ORDER

On reconsideration, the Hearing Examiner's March 27, 2014, decision is modified as follows:

1. The first sentence of finding number 99 on page 24 is revised to read as follows:

"Traffic noise is the potential impact source of greatest worry to Stonecress residents."

2. Condition number 11(b) on page 51 is revised as follows:

(b) A 150 LF 6' high board on board fence starting just north of the Applicant's Development connection to Polly's Lane and running north along the west property line of Stonecress shall be installed adjacent to the 30' buffer to provide additional screening for the Stonecress homes. The fence will be placed on Stonecress's west property line prior to final inspection of the first building in this development.

3. Condition 23(J) on page 53 is revised as follows:

J. For the Primary Access Road ("the spine road"), submit a final design which includes the addition of a planter strip between the Primary Access Road and sidewalk to the east of the drugstore building and proposed relocation of crosswalks by the drugstore as set out in Hearing Exhibit No. 53. As approved by the City Development Engineer, the layout depicted in exhibit 42 shall be modified to eliminate crosswalk A; shorten the divider strip so that its northern tip does not extend north of the northeast corner of building 4 and the bulb is removed; reduce the intersection offset for the driveways north of buildings 4 and 5; and provide a pedestrian walkway along the western edge of the rain garden north to the ProBuild entry. Crosswalks B and D shall be elevated 6 inches above adjacent grade where they cross the spine road, be constructed from materials that contrast with the driving surface, and be flanked on both approaches by speed humps or tables; provided that, in the alternative the applicant with City Development Engineer approval may install stop signs at crosswalks B and D in lieu of an elevated crosswalk flanked by speed humps or tables. The spine road will be posted with a 15 mph speed limit, but the speed limit will not be enforced by the City of Bainbridge Island.

4. Condition 23(Q) on page 54 is revised as follows:

Q. A design for limiting Polly's Lane to one-way southbound traffic use, with left and right turn movements provided to High School Road and a 15 mph speed limit, shall be submitted to the City Development Engineer for approval. The applicant will install "One Way" and "Do Not Enter" signs. The design shall also prohibit placement of street lights along Polly's Lane. The design features listed above will also require Fire Marshal review and approval. A "Local Traffic Only" sign shall be placed on the corner of the intersection of Stonecress Drive and High School Road, and a "No Trucks" sign shall be placed at the Applicant's Development exit to Polly's Lane. The site development exit design shall include features for preventing or discouraging entry from Stonecress Lane. A crosswalk shall be placed just south of Stonecress Drive across

Polly's Lane. Once the conceptual approvals required by condition 44 below have been obtained, the facilities required by this condition all shall be installed prior to the connection of the Applicant's Development to Polly's Lane.

5. Condition 29 on page 54 is revised as follows:

A minimum of 53 bicycle spaces are required for this development; a proportional number of spaces are to be installed in conjunction with the completion of each building. The racks or wall hangers need to provide the ability to lock wheel and frame of bicycle. At a minimum there should be bicycle racks associated with each building within the development. The site will provide a commuter bike shelter accommodating 8 bicycles prior to the last building receiving a certificate of occupancy. The location of the bike shelter is to be determined after the location for the bus shelter required by condition 30 below has been decided and, to the extent reasonably feasible, shall be accessible an existing bus stop, as approved by the Planning Director.

6. Condition 38 on page 56 is revised as follows:

Exterior trash receptacles/recycling facilities shall be fully screened with solid walls and gates and fully contained within a masonry enclosure, the eastern wall of which shall be at least 30 feet from the closest point along the eastern site property line. The screening enclosures shall be architecturally consistent with the adjacent structures. All enclosures serving associated buildings shall be constructed and inspected prior to final inspection of the associated building.

7. Condition 47 on page 57 is revised as follows:

All site service and delivery vehicle operations will be restricted to the hours of 7 a.m. to 9 p.m. The applicant shall state within an appropriate legal document that any vehicle larger than a single unit – three-axle truck will be prohibited on Polly's Lane.

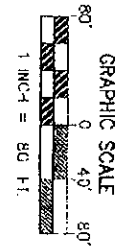
ORDERED May 5, 2014.

Stafford L. Smith, Hearing Examiner
City of Bainbridge Island

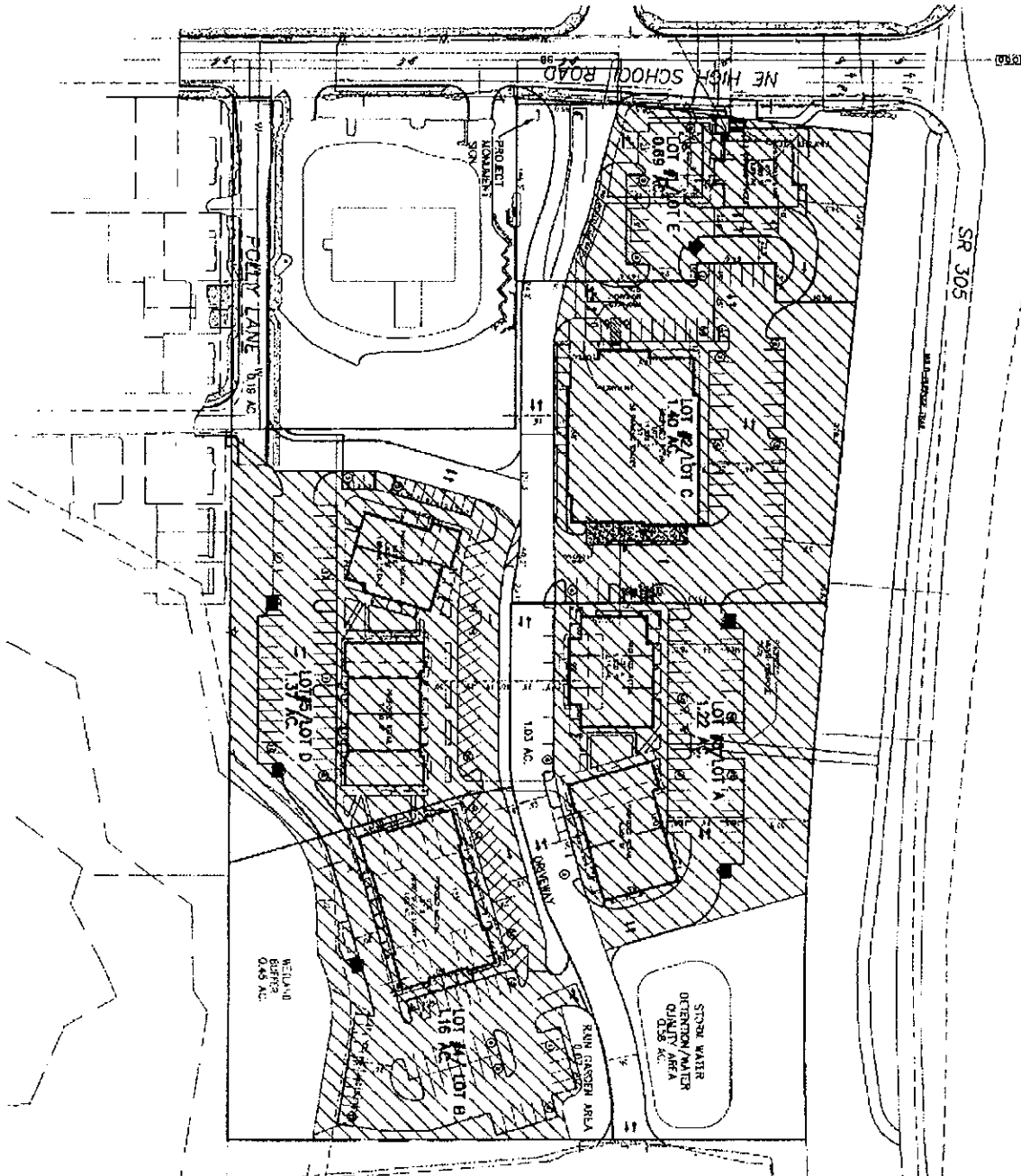
EXHIBIT "E"

Total Usable Area of Lots
(pursuant to Section 3.5)

[See Attached]



USABLE AREA	
LOT A:	1.22 AC.
LOT B:	1.16 AC.
LOT C:	1.40 AC.
LOT D:	1.37 AC.
LOT E:	0.69 AC.
TOTAL:	5.84 AC.



DECLARATION
EXHIBIT E
NEC SR 305 & NE HIGH SCHOOL ROAD
BAINBRIDGE, WA

PROJECT NO.:
DATE: 6/12/16
DRAWN BY: SAJ
CHECKED BY: SAJ
DATE: 6/12/16
REVISION:

SHEET NO.
EXE

AFTER RECORDING MAIL TO:

Name Taft Stettinius & Hollister LLP
Address 200 Public Square, Suite 3500
City/State Cleveland, OH 44114
Attn: William M. Phillips, Esq.

Document Title(s): (or transactions contained herein)

1. **First Amendment to Declaration of Easements, Covenants, Conditions and Restrictions**

Reference Number(s) of Documents assigned or released:

201406180127

Grantor(s): (Last name first, then first name and initials)

1. **VWA – Bainbridge Island, LLC**

Grantee(s): (Last name first, then first name and initials)

1. **VWA – Bainbridge Island, LLC**

Abbreviated Legal Description as follows: Resultant Lots A, B and D, Visconsi II Boundary Line Adjustment, Rec. 201607270165 SEC 23 TWP 25N RGE 2E, SE 1/4 SW 1/4

Assessor's Property Tax Parcel/Account Number(s):

232502-3-092-2001, 232502-3-093-2000, 232502-3-094-2009



I AM REQUESTING AN EMERGENCY NONSTANDARD RECORDING FOR AN ADDITIONAL FEE AS PROVIDED IN RCW 36.18.010. I UNDERSTAND THAT THE RECORDING PROCESSING REQUIREMENTS MAY COVER UP OR OTHERWISE OBSCURE SOME PART OF THE TEXT OR THE ORIGINAL DOCUMENT.

**FIRST AMENDMENT TO DECLARATION OF EASEMENTS,
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS FIRST AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (the "First Amendment") is made and entered into this 1st day of December, 2016 by VWA - BAINBRIDGE ISLAND, LLC, an Ohio limited liability company ("Declarant").

RECITALS

A. Declarant recorded that certain Declaration of Easements, Covenants, Conditions and Restrictions (the "Declaration") on June 18, 2014 as Document No. 201406180127 in the Office of the County Recorder of Kitsap County, Washington.

B. As permitted pursuant to the Declaration, the Declarant desires to amend the Declaration.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, Declarant hereby amends the Declaration as hereinafter set forth:

1. Defined Terms. Capitalized terms used but not defined herein shall have the respective meanings set forth in the Declaration.

2. Amendments.

(a) Declarant has reconfigured the boundary lines of each of Lots 3, 4, and 5, and pursuant to Section 1(q), has elected not to initially provide a separate Lot from original Lot 3 for the Storm Water Detention Lot. Each of the reconfigured Lots 3, 4, and 5 are described in Exhibit A attached hereto and made a part hereof and are shown on Exhibit B attached hereto and made a part hereof (the "Site Plan") (each, a "Reconfigured Lot", and collectively the "Reconfigured Lots").

(b) For all purposes under the Declaration, "Lot" and/or "Lots" shall mean and include original Lots 1 and 2, and the Reconfigured Lots for original Lots 3, 4, and 5.

(c) The Site Plan (Exhibit B) of the Declaration is hereby deleted and the Site Plan attached hereto and made a part hereof as Exhibit B substituted therefor.

(d) Notwithstanding anything to the contrary contained in the Declaration, with respect to the "Storm Water Detention Facilities" (i) there shall be no "Rain Garden Area" on Lot 4, and therefore "Storm Water Detention Facilities" shall not include such previously designated area, and (ii) notwithstanding Declarant's election not to designate a separate "Storm Water Detention Lot", the "Storm Water Detention Facilities" shall remain underground and within Reconfigured Lot 4 in the location shown on the Site Plan.

(e) For all purposes under the Declaration, the "Common Area" and the "Project Common Area" shall be as shown on the Site Plan attached hereto as Exhibit B.

(f) All rights and obligations set forth under the Declaration with respect to any Lots (including any Reconfigured Lots) shall remain in full force and effect with respect to all Lots, including all Reconfigured Lots (including without limitation signage rights with respect to the Monument Sign as set forth in Section 2.1(e) of the Declaration).

(g) Section 3.5(c) is hereby amended as follows:

(i) For all purposes under the Declaration, the total usable area within the Project shall be 6.50 acres; and

(ii) The total usable area within each Lot (including Reconfigured Lots 3-5), and the allocable share of the Project Common Area Costs of each Lot (including Reconfigured Lots 3-5), shall be as follows:

Lot	Total Usable Area (In Acres)	Allocable Share
1	0.69	10.62%
2	1.40	21.54%
3	1.10	16.92%
4	2.12	32.62%
5	1.19	18.30%
TOTAL:	6.50	100.00%

For such purposes, Exhibit E of the Declaration is hereby deleted and a new replacement Exhibit E substituted therefor as set forth in **Exhibit E** attached hereto and made a part hereof.

3. Miscellaneous.

(a) Except as set forth herein, the Declaration shall remain in full force and effect and unmodified hereby.

(b) The terms and conditions of this First Amendment shall run with the land and create equitable servitudes in favor of the real property benefited and/or burdened thereby, and shall bind every person and entity having any fee, leasehold or other interest therein and shall inure to the benefit of each Owner and its respective successors, assigns, heirs, and/or personal representatives.

IN WITNESS WHEREOF, Declarant has executed this First Amendment as of the date first written above.

VWA - BAINBRIDGE ISLAND, LLC,

an Ohio limited liability company

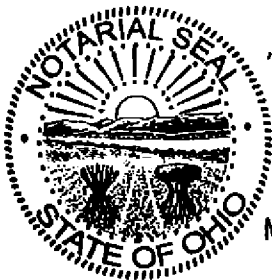
By: Dominic A. Visconsi Jr.

Its: Manager

STATE OF OHIO)
)
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Dominic A. Visconsi Jr. of VWA - Bainbridge Island, LLC, an Ohio limited liability company, By: Visconsi Holding Company, Ltd., an Ohio limited liability company, its sole member, who acknowledged that he/she did sign the foregoing instrument for and on behalf of said corporation on behalf of said limited liability company, being thereunto duly authorized, and that the same is his/her free act and deed individually and as such officer of such corporation and the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 1st day of December 2016.



THERESA M. BALES
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Gauga County
My Comm. Exp. 9/21/2020

Theresa M. Bales
Notary Public

My Commission Expires: 9/21/2020

EXHIBIT A

Legal Descriptions of Reconfigured Lots 3, 4, and 5

[See Attached]

LEGAL DESCRIPTION – LOT 3

Resultant Lot A of the Visconsi II Boundary Line Adjustment recorded under Kitsap County Auditor's File No. 201607270165 and situated in the Southeast quarter of the Southwest quarter of Section 23, Township 25 North, Range 2 East, W.M. City of Bainbridge Island, Kitsap County, Washington.

LEGAL DESCRIPTION – LOT 4

Resultant Lot B of the Visconsi II Boundary Line Adjustment recorded under Kitsap County Auditor's File No. 201607270165 and situated in the Southeast quarter of the Southwest quarter of Section 23, Township 25 North, Range 2 East, W.M. City of Bainbridge Island, Kitsap County, Washington.

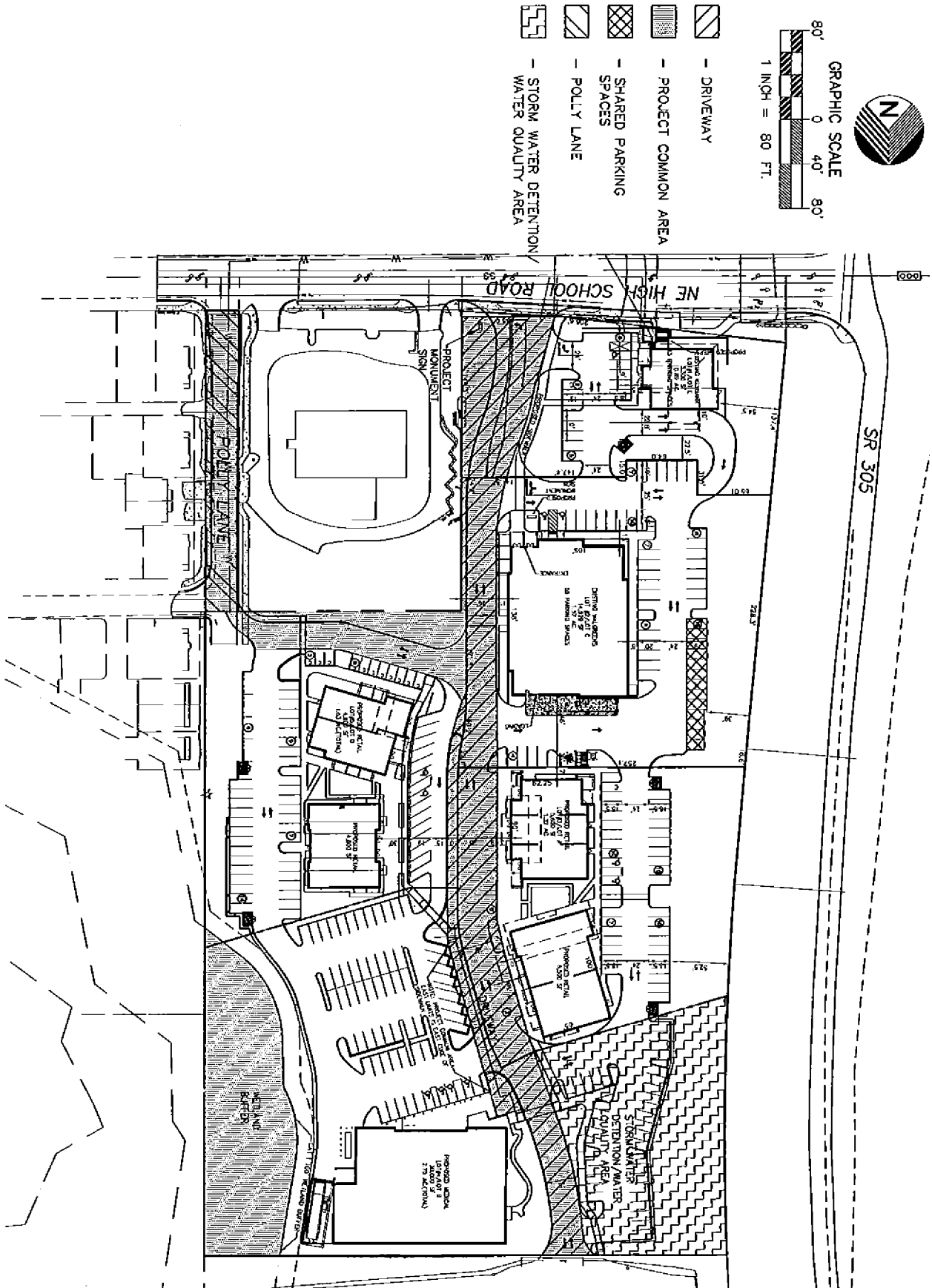
LEGAL DESCRIPTION – LOT 5

Resultant Lot D of the Visconsi II Boundary Line Adjustment recorded under Kitsap County Auditor's File No. 201607270165 and situated in the Southeast quarter of the Southwest quarter of Section 23, Township 25 North, Range 2 East, W.M. City of Bainbridge Island, Kitsap County, Washington.

EXHIBIT B

New Site Plan

[See Attached]



SHEET NO.
EX B

PROJECT No.: B011-EX-34
DWG NAME: B011-EX-34
DWG SCALE: 1"=80'
DRAWN BY: SAJ
CHECKED BY: SAJ
DATE DRAWN: 6/12/14
REVISION: 11/17/16

DECLARATION
EXHIBIT B
NEC SR 305 & NE HIGH SCHOOL ROAD
BAINBRIDGE, WA



EXHIBIT E

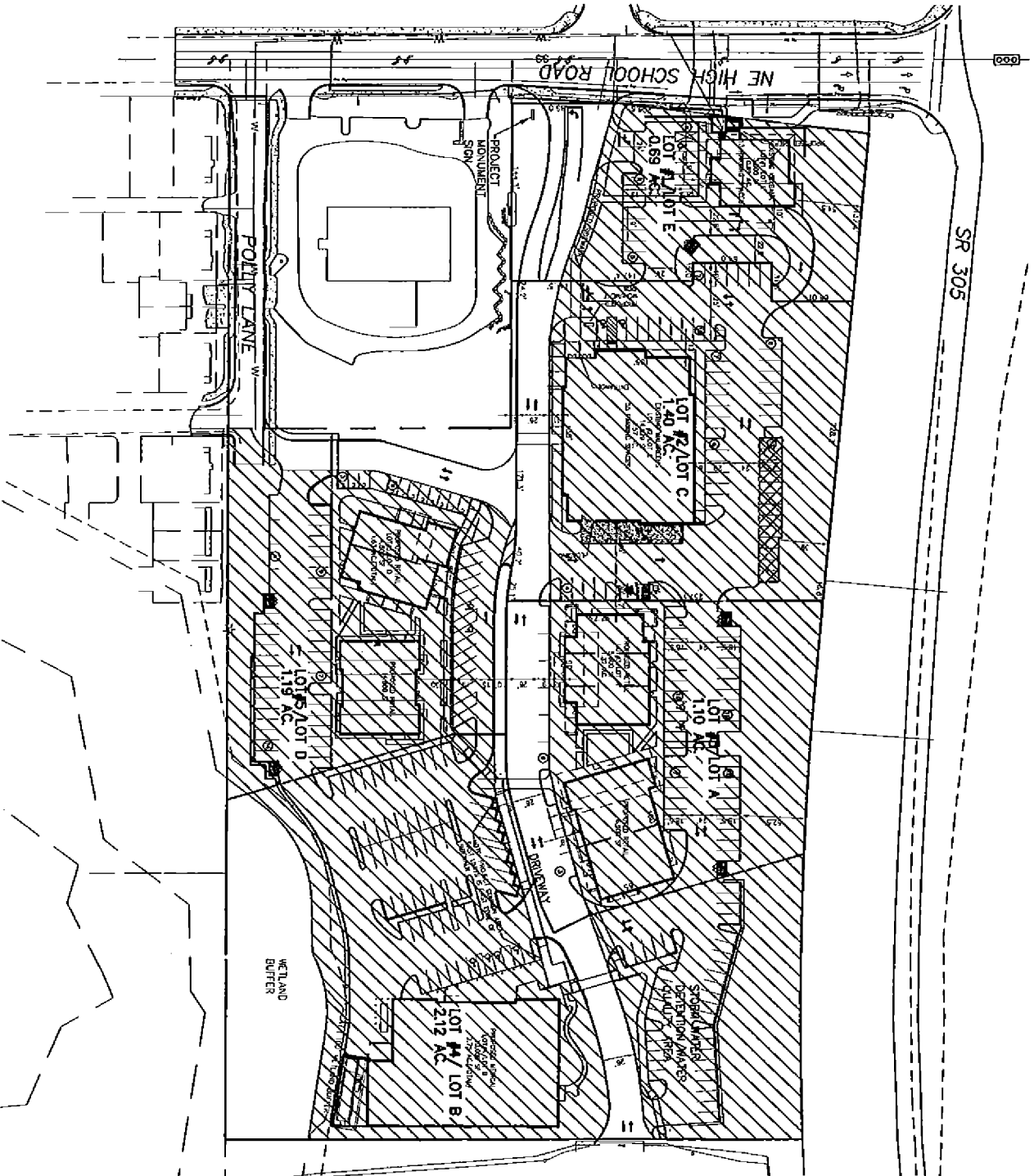
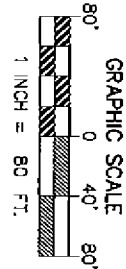
Replacement Exhibit E

[See Attached]



- USABLE AREA

USABLE AREA	
LOT A/LOT 3:	1.10 AC.
LOT B/LOT 4:	2.12 AC.
LOT C/LOT 2:	1.40 AC.
LOT D/LOT 5:	1.19 AC.
LOT E/LOT 1:	0.69 AC.
TOTAL:	6.50 AC.



SHEET NO.
EX E

PROJECT NO.:
DWC NAME: Bdr-EX-34
DWC SCALE: 1"=80'
DRAWN BY: SAJ
CHECKED BY: SAJ
DATE DRAWN: 6/12/14
REVISION: 11/17/16
12/01/15

DECLARATION
EXHIBIT E
NEC SR 305 & NE HIGH SCHOOL ROAD
BAINBRIDGE, WA



RETURN ADDRESS:

Visconsi Companies Ltd
360 Corporate Circle
30050 Chagrin Boulevard
Pepper Pike, OH 44123-5704

F.A.T.C.O

NCS-5140857-CLE

DOCUMENT TITLE

Boundary Line Adjustment

FIRST AMERICAN TITLE INS

201406180124

Boundary Line Adjustment Rec Fee: \$ 91.00

06/18/2014 02:34 PM

Walter Washington, Kitsap Co Auditor

Page: 1 of 20



APPLICANTS

The Deschamps Partnership L.P.
Suzanne Kelly
Visconsi Companies Ltd
Shawn Jurisch

LEGAL DESCRIPTION

SE ¼, SW ¼, Sec.23, T.25N., R.2E., W.M.
City of Bainbridge Island, Kitsap County, Washington

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

232502-3-026-2002
232502-3-027-2001
232502-3-030-2006
232502-3-036-2000
232502-3-043-2001

EXCISE TAX EXEMPT JUN 18 2014

Property Taxes are paid thru: 12/31/2014.

WF



CITY OF BAINBRIDGE ISLAND
 DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT
 280 Madison Avenue North
 Bainbridge Island, Washington 98110-1812
 Phone: 206-842-2552 Email: pcd@bainbridgewa.gov

APPLICATION – PAGE 1

DATE STAMP

Bainbridge Island

MAY 13 2014

Dept. of Planning &
Community Development

DATE SUBMITTED 05/13/2014		PROJECT NUMBER PLN17734	SUFFIX BLA
PROJECT NAME VISCONSI MASTER PLAN			
PROJECT TYPE Boundary Line Adjustment			
PROJECT ADDRESS OR ACCESS STREET 10048 High School Road			
TAX PARCEL NUMBER 232502-3-036-2000		TAX PARCEL NUMBER 232502-3-043-2001	
TAX PARCEL NUMBER 232502-3-027-2001		TAX PARCEL NUMBER 232502-3-026-2002	
TAX PARCEL NUMBER 232502-3-030-2002		TAX PARCEL NUMBER	
REVISION RECEIVED			
FEE HISTORY		AMOUNT	PAID
Boundary Line Adjustment		\$954.00	\$954.00

PROJECT DESCRIPTION

Five lot boundary line adjustment to reconfigure the lots around the proposed buildings

232502-3-036-2000 – before: 2.84 acres after: 2.14 acres
 232502-3-026-2002 – before: 0.92 acre after: 1.68 acre
 232502-3-043-2001 – before: 2.76 acres after: 1.57 acres
 232502-3-027-2001 – before: 1.16 acres after: 1.88 acres
 232502-3-030-2006 – before: 0.48 acre after: 0.89 acre

PEOPLE ASSOCIATED WITH CASE

COBI PROJECT MANAGER

JOSHUA MACHEN

OWNER

SUZANNE KELLY, 16213 Agatewood Road NE, Bainbridge Island, Washington 98110
 PHONE: 206-842-0100

CONTACT

GAVIN OAK, Adam & Goldsworthy, Inc., 1015 NE Hostmark Street #103, Poulsbo, WA 98110
 PHONE 206-842-9598 E-MAIL ADDRESS gavin@agols.com

CITY OF BAINBRIDGE ISLAND

BOUNDARY LINE ADJUSTMENT APPLICATION

FORM MUST BE COMPLETED IN INK, PREFERABLY BLUE. PENCIL WILL NOT BE ACCEPTED.

Note: The pages in this application are required to have a 1" border on all sides. Applicants can expect to pay \$50 in recording fees for all pages with encroachments into the required border.



<p style="text-align: center;">DATE STAMP FOR CITY USE ONLY</p> <p style="text-align: center; font-size: 2em; font-weight: bold;">C.O.B.I.</p> <p style="text-align: center;">MAY 13 2014</p> <p style="text-align: center; font-weight: bold;">RECEIVED PCD</p>	<p style="text-align: center;">TO BE FILLED OUT BY APPLICANT</p> <p>PROJECT NAME: VISCONSI BOUNDARY LINE ADJUSTMENT</p> <p>TAX ASSESSOR'S NUMBER: 232502-3-036-2000; 232502-3-026-2002 232502-3-043-2001; 232502-3-027-2001; 232502-3-030-2006</p> <p>PROJECT STREET ADDRESS OR ACCESS STREET: NE HIGH SCHOOL ROAD</p> <hr/> <p style="text-align: center;">FOR CITY USE ONLY</p> <p>FILE NUMBER: PLN/7734 JLA</p> <p>PROJECT NUMBER: PLN/7734</p> <p>DATE RECEIVED: 5.13.2014</p> <p>APPLICATION FEE: \$ 954.00</p> <p>TREASURER'S RECEIPT NUMBER:</p>
SUBMITTAL REQUIREMENTS	
APPLICATION	One original (which must contain an original signature) and three copies must be provided. Whenever possible, originals must be <i>signed in blue</i> . Please identify the original document.
SUPPORTING DOCUMENTS	One original (which must contain an original signature), where applicable, and three copies (if an original is not applicable, four copies must be provided). For title reports, only a total of two copies must be submitted.
FULL-SIZE DRAWINGS	Four copies of the required drawings must be provided. Drawings <i>must be folded and 18" x 24"</i> in size. No construction drawings or other sized drawings will be accepted unless specifically requested.
REDUCED DRAWINGS	Two copies of the drawings reduced to 11" x 17" must be provided.
SUBMITTING APPLICATIONS	Applications <i>must be submitted in person</i> by either the owner or the owner's designated agent. Should an agent submit the application, a <i>notarized Owner/Applicant Agreement</i> must accompany the application (owner/app agreement attached). Please call (206) 780-3762 to set up an appointment to submit the application.
FEES	Please call the Department of Planning & Community Development for submittal fee information. Review by the Kitsap County Health Department may require additional fees and processing time.
ATTACHED SUBMITTAL CHECKLIST	Please refer to attached Submittal Checklist for further information. NOTE: when submitting this application, please do not copy or include the Submittal Checklist sheets attached to the back of this application.
<p>APPLICATIONS WILL NOT BE ACCEPTED</p> <p>unless these basic requirements are met and the submittal packet is deemed counter complete.</p>	

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

280 MADISON AVENUE NORTH • BAINBRIDGE ISLAND, WA • 98110-1812

PHONE: (206) 842-2552 • FAX: (206) 780-0955 • EMAIL: pcd@bainbridgewa.gov

December 2011

PAGE 1 WILL BE GENERATED BY THE CITY AT TIME OF SUBMITTAL

Page 2 of 8

CITY OF BAINBRIDGE ISLAND

BOUNDARY LINE ADJUSTMENT APPLICATION

FORM MUST BE COMPLETED IN INK, PREFERABLY BLUE. PENCIL WILL NOT BE ACCEPTED.*Note: The pages in this application are required to have a 1" border on all sides. Applicants can expect to pay \$50 in recording fees for all pages with encroachments into the required border.*

A. GENERAL INFORMATION

1. Name of property owner: The Deschamps Partnership L.P.
c/o Suzanne Kelly, 16213 Agatewood Road NE, Bainbridge
 Address: Island, WA. 98110
 Phone: 206-842-0100 Fax: _____
 E-mail: _____

Name of property owner: _____
 Address: _____
 Phone: _____ Fax: _____
 E-mail: _____

Name of property owner: _____
 Address: _____
 Phone: _____ Fax: _____
 E-mail: _____

*If the owner(s) of record as shown by the county assessor's office is (are) not the agent,
 the owner's (owners') signed and notarized authorization(s) must accompany this application.*

2. Authorized agent: Shawn Jurisch, Visconsi Companies Ltd
360 Corporate Circle, 30050 Chagrin Boulevard, Pepper Pike,
 Address: OH 44123-5704
 Phone: 216-454-5550, Ext 203 Fax: _____
 E-mail: sjurisch@visconsi.com

3. Person responsible for payment: Visconsi Companies, Ltd
 Address: Same as above
 Phone: _____ Fax: _____
 E-mail: _____

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT
 280 MADISON AVENUE NORTH • BAINBRIDGE ISLAND, WA • 98110-1812
 PHONE: (206) 842-2552 • FAX: (206) 780-0955 • EMAIL: pcd@bainbridgewa.gov

CITY OF BAINBRIDGE ISLAND

BOUNDARY LINE ADJUSTMENT APPLICATION

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4. Project contact: Shawn Jurisch, Visconsi Companies Ltd
 Address: Same as above
 Phone: _____ Fax: _____
 E-mail: _____

5. Name of land surveyor: Adam & Goldsworthy, Inc.
 Address: 1015 NE Hostmark Street, Poulsbo, WA. 98370
 Phone: 206-842-9598 Fax: 360-779-4213
 E-mail: gavin@agols.com

6. Planning department personnel familiar with site: Josh Machen

7. Description of proposal: _____
Reconfigure lots around proposed buildings

8. Driving directions to site: _____
Property lies East of SR 305 and North of NE High School Road

9. Legal description(s) (or attach): _____
See attached

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT
 280 MADISON AVENUE NORTH • BAINBRIDGE ISLAND, WA • 98110-1812
 PHONE: (206) 842-2552 • FAX: (206) 780-0955 • EMAIL: pcd@bainbridgewa.gov

December 2011

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Page 4 of 8

CITY OF BAINBRIDGE ISLAND

BOUNDARY LINE ADJUSTMENT APPLICATION

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10. Parcel information:

Assessor's Parcel Number	Parcel Owner	Is Property Developed?	Acreage Before Adjustment	Acreage After Adjustment
232502-3-036-2000	Deschamps	No	2.84 acres	2.14 acres
232502-3-026-2002	Deschamps	No	0.92 acres	1.68 acres
232502-3-043-2001	Deschamps	No	2.76 acres	1.57 acres
232502-3-027-2001	Deschamps	Yes	1.16 acres	1.88 acres
232502-3-030-2006	Deschamps	Yes	0.48 acres	0.89 acres

11. Current comprehensive plan, zoning and shoreline designations and use of subject parcel(s):

Lot Number	Comp Plan Designation	Zoning Designation	Shoreline Designation	Current Use
Lot 036	HS II	HS II	N/A	Undeveloped
Lot 026	HS II	HS II	N/A	Undeveloped
Lot 043	HS II	HS II	N/A	Undeveloped
Lot 027	HS I	HS I	N/A	Real Estate Office
Lot 030	HS I	HS I	N/A	Undeveloped

12. Does the site contain an environmentally sensitive area as defined in Critical Areas Ordinance (*Bainbridge Island Municipal Code Chapter 16.20*)?☒ yes ☐ no ☐ unknown

If yes, check as appropriate:

<input checked="" type="checkbox"/> wetland*	<input type="checkbox"/> geologically hazardous area**
<input checked="" type="checkbox"/> wetland buffer*	<input type="checkbox"/> zone of influence**
<input type="checkbox"/> stream*	<input type="checkbox"/> slope buffer**
<input type="checkbox"/> stream buffer*	<input type="checkbox"/> fish and wildlife habitat area

* If your site includes a wetland or wetland buffer, a wetland report is required with your application.

** If your site includes a geologically hazardous area or is within the zone of influence as defined in Bainbridge Island Municipal Code 16.20, a geotechnical report may be required with your application.

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

280 MADISON AVENUE NORTH • BAINBRIDGE ISLAND, WA • 98110-1812

PHONE: (206) 842-2552 • FAX: (206) 780-0955 • EMAIL: pcd@bainbridgewa.gov

December 2011

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Page 5 of 8

CITY OF BAINBRIDGE ISLAND

BOUNDARY LINE ADJUSTMENT APPLICATION

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A handwritten signature in blue ink, appearing to read "Shann Jurisch".

*Signature of owner or authorized agent

5/5/14

Date

SHANN JURISCH, AGENT FOR VISCOSI COMPANIES, LTD.

Please print name

**If signatory is not the owner of record, the attached "Owner/Agent Agreement" must be signed and notarized*

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT
280 MADISON AVENUE NORTH • BAINBRIDGE ISLAND, WA • 98110-1812
PHONE: (206) 842-2552 • FAX: (206) 780-0955 • EMAIL: pcd@bainbridgewa.gov

December 2011

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Page 7 of 8

C.O.B.I.

Owner/Agent Agreement

MAY 1 2012

RECEIVED PCD

The undersigned is (are) the owner(s) of record of the property identified by the Kitsap County Assessor's account number 2325203-3-027-2001, 232502-3-043-2001, 232502-3-036-2000, 232502-3-030-2006, and 232502-3-026-2002,

located at the Northeast corner of NE High School Road and SR 305,

Bainbridge Island, Washington. The undersigned hereby gives (give) consent and approval to Visconsi Companies, Ltd and Wenzlau Architects.

to act on his/her (their) behalf as his/her (their) agent to proceed with an application for (please check all items that apply):

- ☒ preapplication conference
☒ planning permits
☒ construction permits (i.e. building, water/sewer availability, right-of-way, etc)

on the property referenced herein. This agreement authorizes the agent to act on the owner's behalf for the above checked applications through (date or specific phase) 8/1/13.

[Signature]
 Owner of record

05/07/12
 Date

Owner of record

CITY OF
 BAINBRIDGE ISLAND

Date

MAY 17 2012

STATE OF WASHINGTON)

) ss.

COUNTY OF KITSAP)

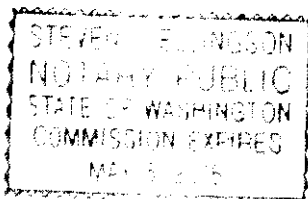
DEPT OF PLANNING &
 COMMUNITY DEVELOPMENT

On this 7th day of MAY, 2012, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared:

SUZANNE D. KELLY

to me known as the individual(s) described in and who executed the foregoing instrument, and acknowledged to me that he/she/they signed and sealed the said instrument, as his/her/their free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that he/she/they was (were) authorized to execute said instrument.

WITNESS MY HAND AND OFFICIAL SEAL, hereto affixed the day and year in this certificate above written.



[Signature]
 Notary Public in and for the State of Washington

Residing at

KITSAP, WA

My appointment expires:

5/5/2016

ADAM & GOLDSWORTHY, INC.
LAND SURVEYORS

MARC R. ADAM, PLS
JAMES R. GOLDSWORTHY, PLS, CFedS
CANDYCE J. KORSMO
GAVIN M. OAK, PLS, CFedS

1015 NE HOSTMARK STREET, #103
POULSBRO, WA 98370
(360) 779-4299 • (206) 842-9598
FAX (360) 779-4213
WWW.AGOLS.COM

May 1, 2014
Job No. 14-5583

Bainbridge Island

VISCONSI BOUNDARY LINE ADJUSTMENT

LEGAL DESCRIPTIONS

MAY 13 2014

ORIGINAL PARCEL A (The Deschamps Partnership, L.P.)
ASSESSOR'S ACCOUNT NO. 232502-3-036-2000

Dept. of Planning &
Community Development

That portion of the West half of the Southeast quarter of the Southwest quarter of Section 23, Township 25 North, Range 2 East, W.M., in Kitsap County, Washington, described as follows:

Beginning at the South quarter corner of said Section 23;
Thence along the South line of said Section, North 88°50'57" West 659.38 feet;
Thence along the East line of said subdivision, North 01°16'50" East 660.77 feet to the Southeast corner of the North half of the said subdivision and the True Point of Beginning;
Thence continuing North 01°16'50" East 660.77 feet to the Northeast corner of said subdivision;
Thence along the North line of said subdivision, North 88°46'49" West 522.11 feet to the Easterly right of way of State Highway No. 305;
Thence Southerly along said right of way on a curve to the right the center of which bears South 80°19'33" West 2965 feet, an arc distance of 745.59 feet;
Thence leaving said right of way, South 88°48'53" East 273.46 feet;
Thence North 01°16'50" East 81.03 feet;
Thence along the South line of said North half of said subdivision, South 88°48'53" East 200 feet to the True Point of Beginning.

EXCEPT that portion of the Northwest quarter of the Southeast quarter of the Southwest quarter, Section 23, Township 25 North, Range 2 East, W.M., in Kitsap County, described as follows:

(description continued on next page)

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Original Parcel A (continued)

Beginning at the South quarter corner of said Section 23;
 Thence along the South line of said Section 23, North 88°50'57" West 659.38 feet to the Southeast corner of the Southwest quarter of the Southeast quarter of the Southwest quarter;
 Thence North 01°16'50" East 1321.54 feet to the Northeast corner of the Northwest quarter of the Southeast quarter of the Southwest quarter and the True Point of Beginning;
 Thence North 88°46'49" West 522.11 feet to the Easterly right of way of State Highway No. 305;
 Thence along said right of way on a curve to the right, the center of which bears South 80°19'33" West an arc distance of 447.28 feet;
 Thence leaving said right of way, South 88°46'49" East 470.49 feet;
 Thence North 01°16'50" East 443.92 feet to the True Point of Beginning.

Together with and Subject to easements, restrictions and reservations of record.

ORIGINAL PARCEL B (The Deschamps Partnership LP)
ASSESSOR'S ACCOUNT NO. 232502-3-026-2002

That portion of the Southwest quarter of the Southeast quarter of the Southwest quarter of Section 23, Township 25 North, Range 2 East, W.M., in Kitsap County, Washington, described as follows:

Beginning at the Northeast corner of the Southwest quarter of the Southeast quarter of the Southwest quarter of said Section 23;
 Thence South 200 feet;
 Thence West 200 feet;
 Thence North 200 feet;
 Thence East 200 feet to the True Point of Beginning.

Together with and Subject to easements, restrictions and reservations of record.

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ORIGINAL PARCEL C (The Deschamps Partnership, L.P.)
ASSESSOR'S ACCOUNT NO. 232502-3-043-2001

Lot B of Short Plat No. 3083 recorded under Kitsap County Auditor's File No. 8309070094 being a portion of the Southwest quarter of the Southeast quarter of the Southwest quarter of Section 23, Township 25 North, Range 2 East, W.M., in Kitsap County, Washington.

Together with and Subject to easements, restrictions and reservations of record.

ORIGINAL PARCEL D (The Deschamps Partnership, L.P.)
ASSESSOR'S ACCOUNT NO. 232502-3-027-2001

Lot A of Short Plat No. 3083 recorded under Kitsap County Auditor's File No. 8309070094 being a portion of the Southwest quarter of the Southeast quarter of the Southwest quarter of Section 23, Township 25 North, Range 2 East, W.M., in Kitsap County, Washington.

Together with and Subject to easements, restrictions and reservations of record.

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Visconsi Boundary Line Adjustment
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May 1, 2014

**ORIGINAL PARCEL E (The Deschamps Partnership, L.P.)
ASSESSOR'S ACCOUNT NO. 232502-3-030-2006**

That portion of the Southeast quarter of the Southwest quarter of Section 23, Township 25 North, Range 2 East, W.M., City of Bainbridge Island, Kitsap County, Washington, described as follows:

Beginning at the Southeast corner of the Southwest quarter of the Southeast quarter of the Southwest quarter of Section 23;
Thence 230 feet West to the Point of Beginning;
Thence North 300 feet;
Thence West 51 feet 11 inches;
Thence Southwest 105 feet 2 inches to a point 85 feet West and 200 feet North of the True Point of Beginning;
Thence South 200 feet;
Thence East 85 feet to the Point of Beginning;

EXCEPT that portion conveyed to State of Washington under Auditor's File No. 589328;

ALSO EXCEPT that portion conveyed to the City of Bainbridge Island for High School Road under Auditor's File No. 9305190187.

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 Visconsi Boundary Line Adjustment
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 May 1, 2014

RESULTANT PARCEL A

That portion of the Southeast quarter of the Southwest quarter of Section 23, Township 25 North, Range 2 East, W.M., City of Bainbridge Island, Kitsap County, Washington, described as follows:

Beginning at the South quarter corner of said Section 23;
 Thence along the South line of said Section 23, North $88^{\circ}50'51''$ West 659.40 feet to the Southeast corner of the Southwest quarter of the Southeast quarter of the Southwest quarter of said Section 23;
 Thence leaving said South line and along the East line of the West one-half of the Southeast quarter of the Southwest quarter of said Section 23, North $01^{\circ}15'35''$ East 877.93 feet to the South line of the North 443.92 feet of said Northwest quarter of the Southeast quarter of the Southwest quarter;
 Thence along said South line, North $88^{\circ}47'19''$ West 313.09 feet to the True Point of Beginning;
 Thence leaving said South line, Southerly on a 323.50 foot radius curve to the left, the center of which bears South $88^{\circ}54'28''$ East through a central angle of $25^{\circ}39'56''$, an arc distance of 144.91 feet;
 Thence South $24^{\circ}34'24''$ East 49.23 feet;
 Thence Southerly on a 71.79 foot radius curve to the right, the center of which bears South $65^{\circ}25'36''$ West through a central angle of $09^{\circ}43'33''$, an arc distance of 12.19 feet;
 Thence South $14^{\circ}50'51''$ East 81.83 feet;
 Thence Southerly on a 126.50 foot radius curve to the right, the center of which bears South $75^{\circ}09'09''$ West through a central angle of $16^{\circ}00'00''$, an arc distance of 35.33 feet;
 Thence South $01^{\circ}09'09''$ West 114.11 feet;
 Thence Southerly on a 195.50 foot radius curve to the right, the center of which bears North $88^{\circ}50'51''$ West through a central angle of $04^{\circ}10'57''$, an arc distance of 14.27 feet;
 Thence North $88^{\circ}50'51''$ West 257.14 feet to the East right of way of State Highway 305;
 Thence Northerly on said right of way on a decreasing offset spiral curve to the left, a resultant spiral chord of North $06^{\circ}12'12''$ East 105.52 feet;
 Thence continuing Northerly along said right of way on a 2964.79 foot radius curve to the left, the center of which bears North $84^{\circ}35'36''$ West through a central angle of $06^{\circ}26'05''$, an arc distance of 332.97 feet;
 Thence leaving said right of way along said South line of the North 443.92 feet, South $88^{\circ}47'19''$ East 157.13 feet to the True Point of Beginning.

Subject to and Together with easements, restrictions, and reservations of record.

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 Visconsi Boundary Line Adjustment
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RESULTANT PARCEL B

That portion of the Southeast quarter of the Southwest quarter of Section 23, Township 25 North, Range 2 East, W.M., City of Bainbridge Island, Kitsap County, Washington, described as follows:

Beginning at the South quarter corner of said Section 23;
 Thence along the South line of said Section 23, North $88^{\circ}50'51''$ West 659.40 feet to the Southeast corner of the Southwest quarter of the Southeast quarter of the Southwest quarter of said Section 23;
 Thence leaving said South line and along the East line of the West one-half of the Southeast quarter of the Southwest quarter of said Section 23, North $01^{\circ}15'35''$ East 650.67 feet to the True Point of Beginning;
 Thence continuing along said East line, North $01^{\circ}15'35''$ East 227.26 feet to the South line of the North 443.92 feet of said Northwest quarter of the Southeast quarter of the Southwest quarter;
 Thence along said South line, North $88^{\circ}47'19''$ West 313.09;
 Thence leaving said South line, Southerly on a 323.50 foot radius curve to the left, the center of which bears South $88^{\circ}54'28''$ East through a central angle of $25^{\circ}39'56''$, an arc distance of 144.91 feet;
 Thence South $24^{\circ}34'24''$ East 49.23 feet;
 Thence Southerly on a 71.79 foot radius curve to the right, the center of which bears South $65^{\circ}25'36''$ West through a central angle of $09^{\circ}43'33''$, an arc distance of 12.19 feet;
 Thence South $14^{\circ}50'51''$ East 81.83 feet;
 Thence Southerly on a 126.50 foot radius curve to the right, the center of which bears South $75^{\circ}09'09''$ West through a central angle of $06^{\circ}27'56''$, an arc distance of 14.28 feet;
 Thence North $81^{\circ}37'05''$ East 42.07 feet;
 Thence North $75^{\circ}09'09''$ East 195.27 feet to the True Point of Beginning

Subject to and Together with easements, restrictions, and reservations of record.

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 Visconsi Boundary Line Adjustment
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 May 1, 2014

RESULTANT PARCEL C

That portion of the Southeast quarter of the Southwest quarter of Section 23, Township 25 North, Range 2 East, W.M., City of Bainbridge Island, Kitsap County, Washington, described as follows:

Beginning at the South quarter corner of said Section 23;
 Thence along the South line of said Section 23, North $88^{\circ}50'51''$ West 659.40 feet to the Southeast corner of the Southwest quarter of the Southeast quarter of the Southwest quarter of said Section 23;
 Thence leaving said South line and along the East line of the West one-half of the Southeast quarter of the Southwest quarter of said Section 23, North $01^{\circ}15'35''$ East 877.93 feet to the South line of the North 443.92 feet of said Northwest quarter of the Southeast quarter of the Southwest quarter;
 Thence along said South line, North $88^{\circ}47'19''$ West 313.09 feet;
 Thence leaving said South line, Southerly on a 323.50 foot radius curve to the left, the center of which bears South $88^{\circ}54'28''$ East through a central angle of $25^{\circ}39'56''$, an arc distance of 144.91 feet;
 Thence South $24^{\circ}34'24''$ East 49.23 feet;
 Thence Southerly on a 71.79 foot radius curve to the right, the center of which bears South $65^{\circ}25'36''$ West through a central angle of $09^{\circ}43'33''$, an arc distance of 12.19 feet;
 Thence South $14^{\circ}50'51''$ East 81.83 feet;
 Thence Southerly on a 126.50 foot radius curve to the right, the center of which bears South $75^{\circ}09'09''$ West through a central angle of $16^{\circ}00'00''$, an arc distance of 35.33 feet;
 Thence South $01^{\circ}09'09''$ West 114.11 feet;
 Thence Southerly on a 195.50 foot radius curve to the right, the center of which bears North $88^{\circ}50'51''$ West through a central angle of $04^{\circ}10'57''$, an arc distance of 14.27 feet to the True Point of Beginning;
 Thence continuing Southerly on the 195.50 foot radius curve to the right, the center of which bears North $84^{\circ}39'54''$ West through a central angle of $07^{\circ}22'06''$, an arc distance of 25.14 feet;
 Thence Southerly on a 199.50 foot radius curve to the left, the center of which bears North $77^{\circ}17'47''$ West through a central angle of $11^{\circ}33'04''$, an arc distance of 40.22 feet;
 Thence South $01^{\circ}09'09''$ West 171.25 feet;

(description continued on next page)

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 Visconsi Boundary Line Adjustment
 Job No. 14-5583
 May 1, 2014

Resultant Parcel C (continued)

Thence Southerly on a 215.50 foot radius curve to the right, the center of which bears North 88°50'51" West through a central angle of 06°26'19", an arc distance of 24.22 feet;
 Thence North 88°50'51" West 141.45 feet;
 Thence South 01°09'09" West 15.00 feet;
 Thence North 88°50'51" West 64.00 feet;
 Thence North 01°09'09" East 31.50 feet;
 Thence North 88°50'51" West 66.01 feet to the East right of way of State Highway 305;
 Thence along said right of way, North 06°36'24" East 228.28 feet;
 Thence continuing along said right of way on a decreasing offset spiral curve to the left, a resultant spiral chord of North 06°12'12" East 16.57 feet;
 Thence leaving said right of way, South 88°50'51" East 257.14 feet to the True Point of Beginning.

Subject to and Together with easements, restrictions, and reservations of record.

RESULTANT PARCEL D

That portion of the Southeast quarter of the Southwest quarter of Section 23, Township 25 North, Range 2 East, W.M., City of Bainbridge Island, Kitsap County, Washington, described as follows:

Beginning at the South quarter corner of said Section 23;
 Thence along the South line of said Section 23, North 88°50'51" West 659.40 feet to the Southeast corner of the Southwest quarter of the Southeast quarter of the Southwest quarter of said Section 23;
 Thence leaving said South line and along the East line of the West one-half of the Southeast quarter of the Southwest quarter of said Section 23, North 01°15'35" East 30.00 feet to the North right of way of NE High School Road and the True Point of Beginning;
 Thence continuing North 01°15'35" East 620.67 feet;
 Thence leaving said East line, South 75°09'09" West 195.27 feet
 Thence South 81°37'05" West 42.07 feet;
 Thence Southerly on a 126.50 foot radius curve to right, the center of which bears South 81°37'05" West through a central angle of 09°32'04", an arc distance of 21.05 feet;

(description continued on next page)

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 Visconsi Boundary Line Adjustment
 Job No. 14-5583
 April 30, 2014

Resultant Parcel D (continued)

Thence South 01°09'09" West 114.11 feet;
 Thence Southerly on a 195.50 radius curve to the right, the center of which bears North 88°50'51" West through a central angle of 11°33'04", an arc distance of 39.41 feet;
 Thence Southerly on a 199.50 foot radius curve to the left, the center of which bears South 77°17'47" East through a central angle of 11°33'04", an arc distance of 40.22 feet;
 Thence South 01°09'09" West 171.25 feet;
 Thence Southerly on a 215.50 foot radius curve to the right, the center of which bears North 88°50'51" West through a central angle of 06°26'19", an arc distance of 24.22 feet;
 Thence South 88°50'51" East 5.92 feet;
 Thence North 01°15'35" East 119.69 feet;
 Thence South 88°50'51" East 200.00 feet;
 Thence South 01°15'35" West 270.00 feet to the said North right of way;
 Thence along said North right of way, South 88°50'51" East 30.00 feet to the True Point of Beginning.

Subject to and Together with easements, restrictions, and reservations of record.

RESULTANT PARCEL E

That portion of the Southeast quarter of the Southwest quarter of Section 23, Township 25 North, Range 2 East, W.M., City of Bainbridge Island, Kitsap County, Washington, described as follows:

Beginning at the South quarter corner of said Section 23;
 Thence along the South line of said Section 23, North 88°50'51" West 659.40 feet to the Southeast corner of the Southwest quarter of the Southeast quarter of the Southwest quarter of said Section 23;
 Thence leaving said South line and along the East line of the West one-half of the Southeast quarter of the Southwest quarter of said Section 23, North 01°15'35" East 877.93 feet to the South line of the North 443.92 feet of said Northwest quarter of the Southeast quarter of the Southwest quarter;
 Thence along said South line, North 88°47'19" West 313.09 feet;
 Thence leaving said South line, Southerly on a 323.50 foot radius curve to the left, the center of which bears South 88°54'28" East through a central angle of 25°39'56", an arc distance of 144.91 feet;

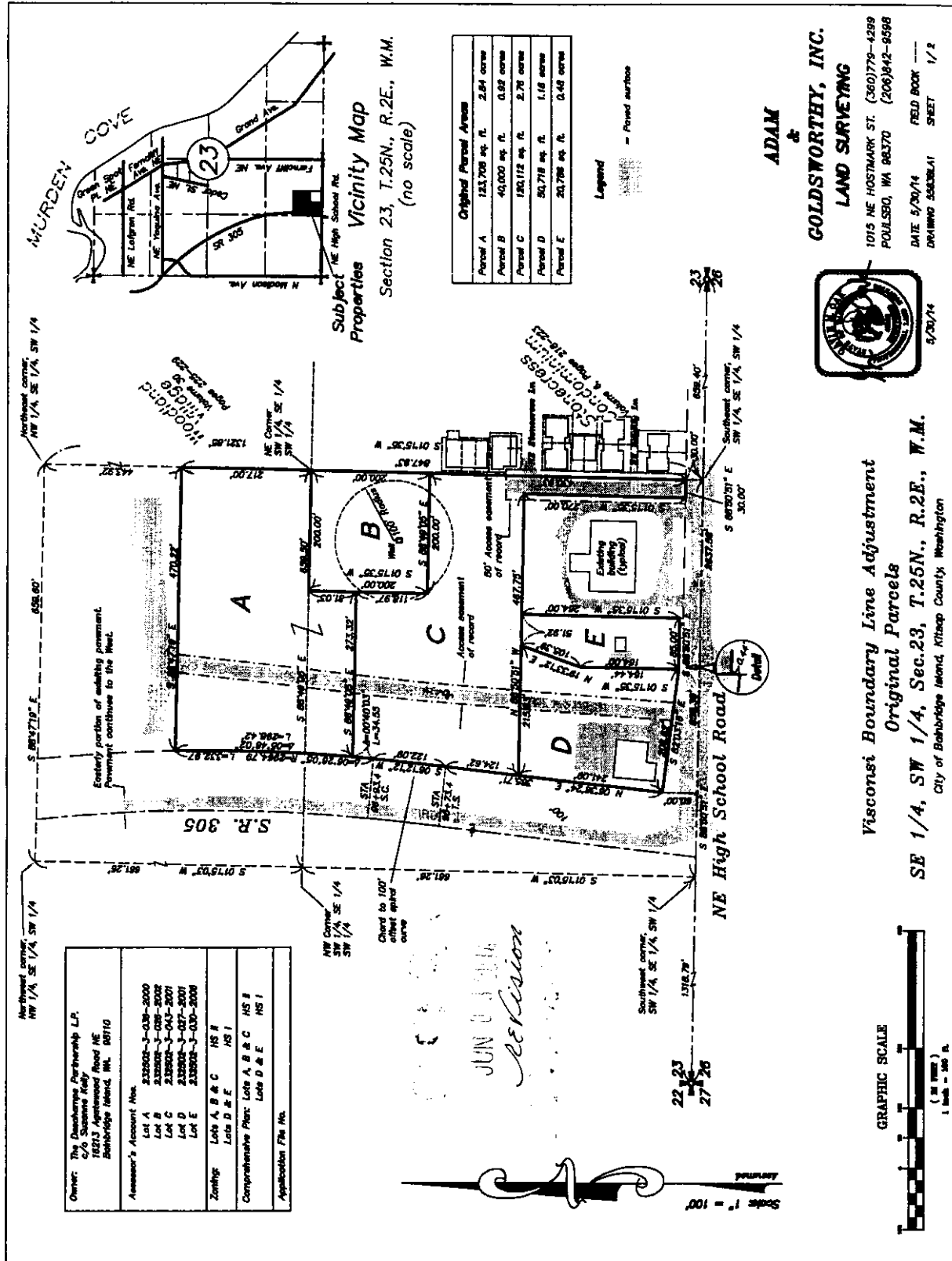
(description continued on next page)

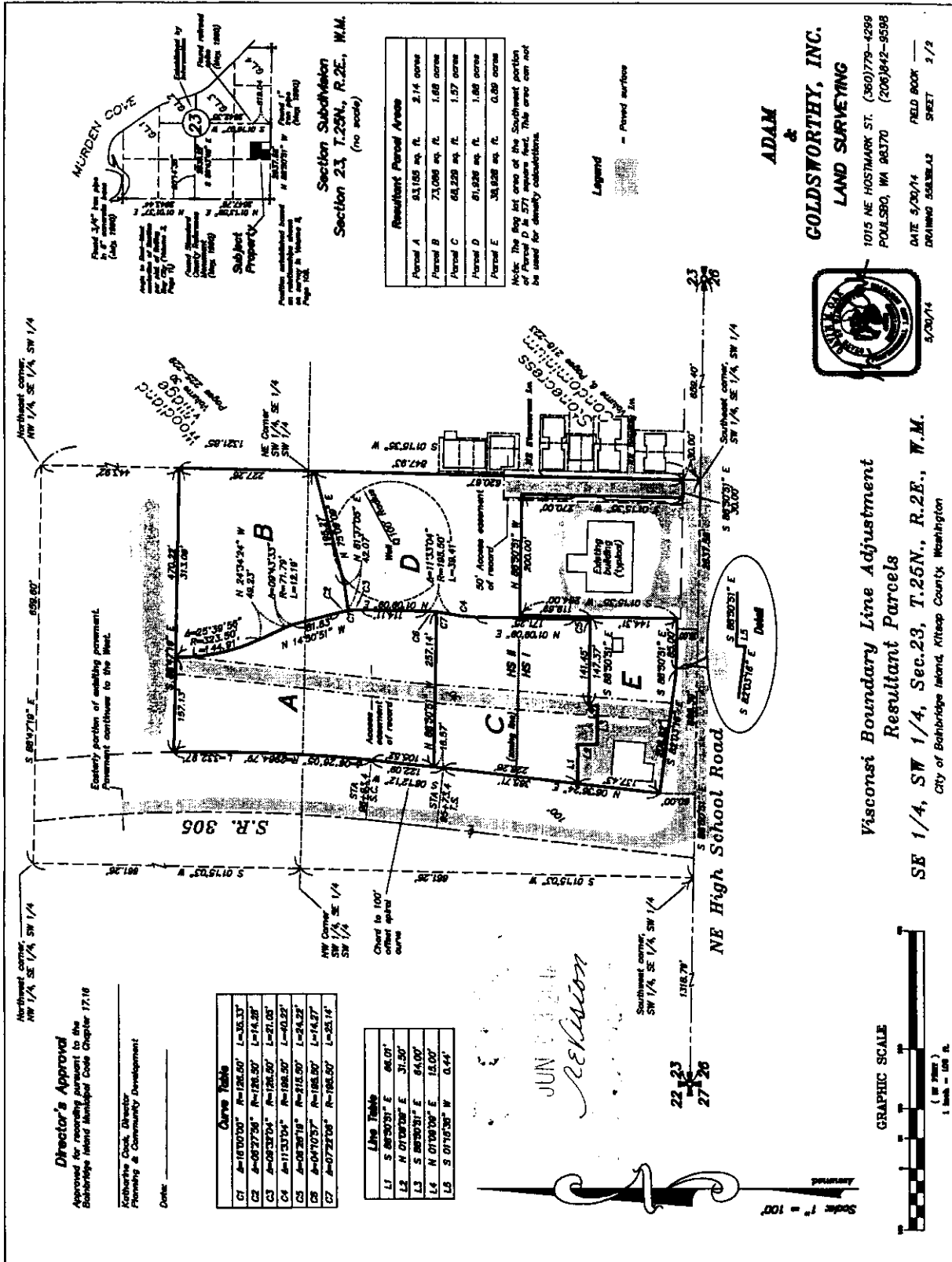
Page 10
 Visconsi Boundary Line Adjustment
 Job No. 14-5583
 April 30, 2014

Resultant Parcel E (continued)

Thence South 24°34'24" East 49.23 feet;
 Thence Southerly on a 71.79 foot radius curve to the right, the center of which bears South 65°25'36" West through a central angle of 09°43'33", an arc distance of 12.19 feet;
 Thence South 14°50'51" East 81.83 feet;
 Thence Southerly on a 126.50 foot radius curve to the right, the center of which bears South 75°09'09" West through a central angle of 16°00'00", an arc distance of 35.33 feet;
 Thence South 01°09'09" West 114.11 feet;
 Thence Southerly on a 195.50 foot radius curve to the right, the center of which bears North 88°50'51" West through a central angle of 11°33'04", an arc distance of 39.41 feet;
 Thence Southerly on a 199.50 foot radius curve to the left, the center of which bears North 77°17'47" West through a central angle of 11°33'04", an arc distance of 40.22 feet;
 Thence South 01°09'09" West 171.25 feet;
 Thence Southerly on a 215.50 foot radius curve to the left, the center of which bears North 88°50'51" West through a central angle of 06°26'20", an arc distance of 24.22 feet;
 Thence South 88°50'51" East 5.92 feet to the True Point of Beginning;
 Thence South 01°15'35" West 144.31 feet to the North right of way of NE High School Road
 Thence along said North right of way, North 88°50'51" West 85.00 feet
 Thence continuing along said North right of way, South 01°15'35" West 0.44 feet;
 Thence continuing along said North right of way, North 82°03'16" West 206.62 feet to the East right of way of State Highway 305;
 Thence along said East right of way, North 06°36'24" East 137.43 feet;
 Thence leaving said East right of way, South 88°50'51" East 66.01 feet
 Thence South 01°09'09" West 31.50 feet;
 Thence South 88°50'51" East 64.00 feet;
 Thence North 01°09'09" East 15.00 feet;
 Thence South 88°50'51" East 147.37 feet to the True Point of Beginning;

Subject to and Together with easements, restrictions, and reservations of record.'





Director's Approval
Approved for recording pursuant to the
Bainbridge Island Municipal Code Chapter 17.16

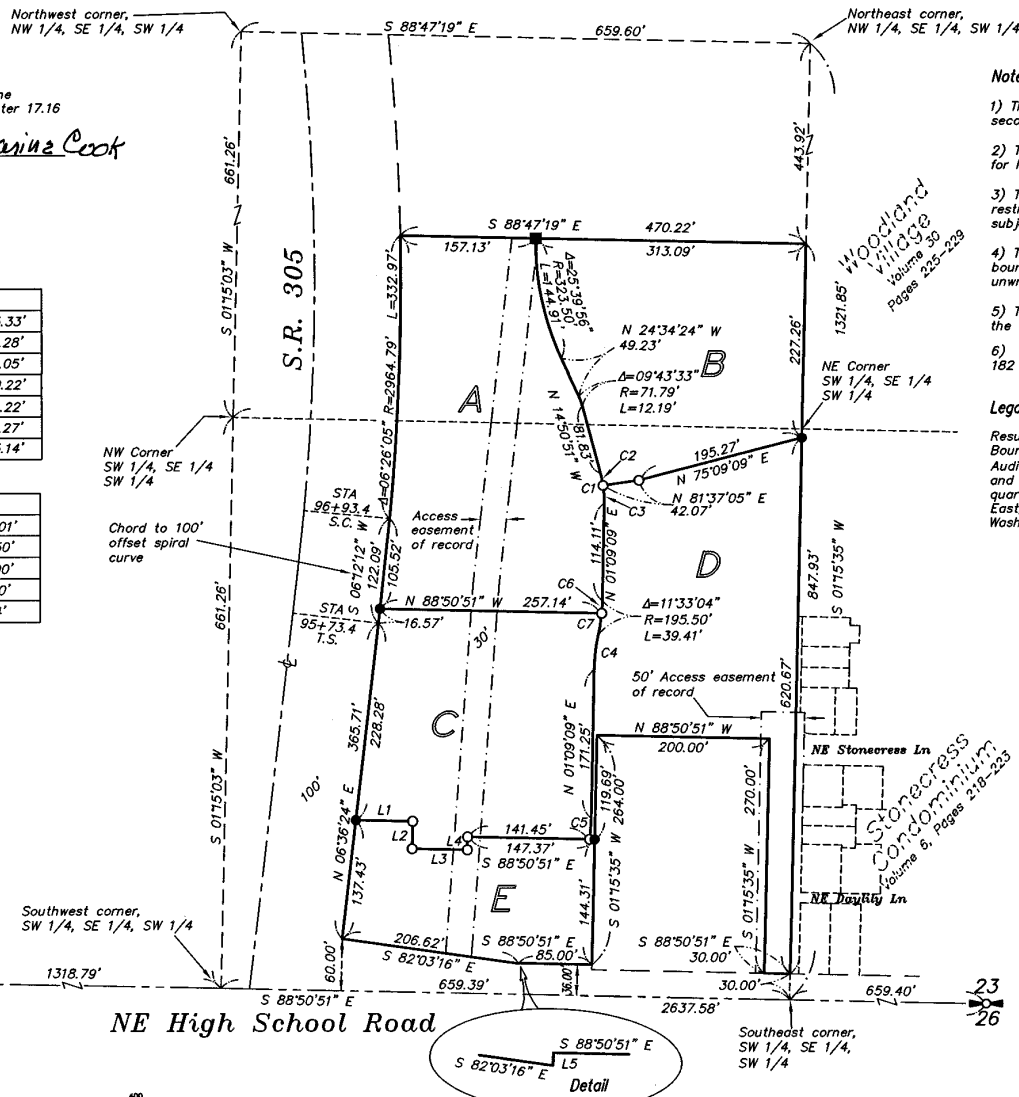
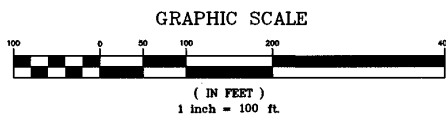
June 11, 2014 Katharine Cook
Katharine Cook, Director
Planning & Community Development

Date: June 11, 2014

Curve Table			
C1	$\Delta=16^{\circ}00'00''$	$R=126.50'$	$L=35.33'$
C2	$\Delta=06^{\circ}27'56''$	$R=126.50'$	$L=14.28'$
C3	$\Delta=09^{\circ}32'04''$	$R=126.50'$	$L=21.05'$
C4	$\Delta=11^{\circ}33'04''$	$R=199.50'$	$L=40.22'$
C5	$\Delta=06^{\circ}26'19''$	$R=215.50'$	$L=24.22'$
C6	$\Delta=04^{\circ}10'57''$	$R=195.50'$	$L=14.27'$
C7	$\Delta=07^{\circ}22'06''$	$R=195.50'$	$L=25.14'$

Line Table			
L1	S 88°50'51" E	66.01'	
L2	N 01°09'09" E	31.50'	
L3	S 88°50'51" E	64.00'	
L4	N 01°09'09" E	15.00'	
L5	S 01°15'35" W	0.44'	

Scale: 1" = 100'
Assumed



Notes

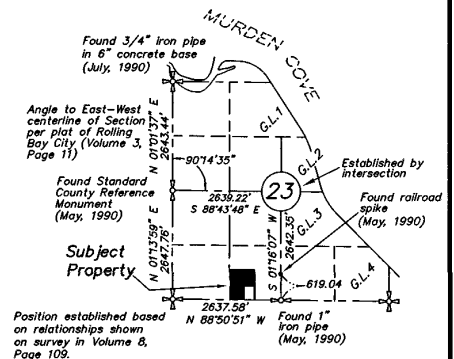
- 1) This survey was accomplished by field traverse with a three second total station.
- 2) This survey conforms to the minimum field traverse standards for land boundary surveys as listed in WAC 332-130-090.
- 3) This drawing does not purport to show all easements, restrictions and reservations appurtenant to or encumbering the subject property.
- 4) This survey is based on the legal descriptions of record. The boundaries were not inspected for encroachments or evidence of unwritten rights under this contract except where noted.
- 5) This survey and the information thereon is for the sole use of the clients under this contract.
- 6) Refer to the survey recorded in Volume 69, Pages 181 and 182 of surveys, records of Kitsap County, Washington.

Legal Description

Resultant Parcels A, B, C, D and E of the Visconsi Boundary Line Adjustment recorded under Kitsap County Auditor's File No. 201406180125 and situate in the Southeast quarter of the Southwest quarter of Section 23, Township 25 North, Range 2 East, W.M., City of Bainbridge Island, Kitsap County, Washington.

Legend

- = Set 3/4" iron pipe and lot stake
- = 3/4" iron pipe and lot stake to be set after construction is completed
- = Set mag nail with metal washer in pavement.



Section Subdivision
Section 23, T.25N., R.2E., W.M.
(no scale)

AUDITOR'S CERTIFICATE

Filed for record this 18th day of June, 2014 at the request of Adam & Goldsworthy, Inc.
Auditor's File No. 201406180125
Volume 79 of surveys, Page 95
Witnessed by [Signature] County Auditor
[Signature] Deputy Auditor

SURVEYOR'S CERTIFICATE

This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Survey Recording Act at the request of:
Visconsi Companies Ltd
in June, 2014.



a survey of a portion of
Southeast 1/4, Southwest 1/4
SEC.23, T.25N., R.2E., W.M.
City of Bainbridge Island, Kitsap County, Washington

ADAM & GOLDSWORTHY, INC.
LAND SURVEYING

1015 NE HOSTMARK STREET (360)779-4299
POULSBORO, WA 98370 (206)842-9598

DATE 6/9/14 DWG. NO. 5583S FIELD BOOK 1293/46-47 SHEET 1/1

201406180125 V79 P98

Filed at Request of:
Adam & Goldsworthy, Inc.
1015 NE Hostmark Street
Suite 103
Poulsbo, WA. 98370

ADAM & GOLDSWORTHY 201409030042
Affidavit Correction of Survey Rec Fee: \$ 73.00
09/03/2014 09:58 AM
Walter Washington, Kitsap Co Auditor
Page: 1 of 2

Document Title: Affidavit of Correction

Auditor's File No. of Related Documents: 201406180124

Grantor: Gavin M. Oak

Grantees: Visconsi Companies Ltd
Shawn Jurisch
The Deschamps Partnership L.P.
Suzanne Kelly

Legal Description:
SE ¼, SW ¼, Sec.23, T.25N., R.2E., W.M.

Assessor's Account No.: 232502-3-087-2008

Affidavit of Correction

TO: Kitsap County Auditor

I, Gavin M. Oak, being first duly sworn, states the following:

I am a Professional Land Surveyor registered in the State of Washington. I prepared the Visconsi Boundary Line Adjustment drawings, application and legal descriptions that were recorded under Kitsap County Auditor's File No. 201406180124/0125. The legal description for Resultant Parcel C on Page 7, second and third lines from the bottom of the description should read as follows:

Thence Southerly on a 199.50 foot radius curve to the left, the center of which bears South 77°17'47" East through a central angle of 11°33'04", an arc distance of 40.22 feet;

Page 2
Affidavit of Correction
Visconsi Boundary Line Adjustment

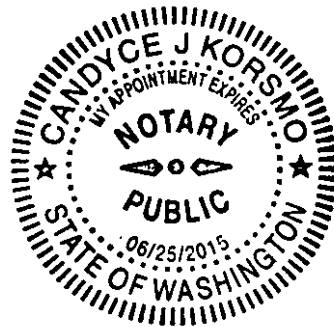
By: *G. M. Oak*
Gavin M. Oak

STATE OF WASHINGTON
COUNTY OF KITSAP

On this 27 day of August, 2014, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Gavin M. Oak** to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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

Candace J Korsmo
Notary Public in and for the State of Washington
Residing at *Poulsbo*



Filed at Request of:
A G O Land Surveying LLC
1015 NE Hostmark Street
Suite 103
Poulsbo, WA. 98370

AGO LAND SURVEYING LLC

201612150194

Affidavit Rec Fee: \$ 74.00
12/15/2016 03:36 PM
Dolores Gilmore, Kitsap Co Auditor

Page: 1 of 2



Document Title: Affidavit of Correction

Auditor's File No. of Related Documents:
201406180124

Grantor: Gavin M. Oak

Grantees: Visconsi Companies Ltd
Shawn Jurisch
The Deschamps Partnership L.P.
Suzanne Kelly

Legal Description:
SE ¼, SW ¼, Sec.23, T.25N., R.2E., W.M.

Assessor's Account No.: 232502-3-089-2006

Affidavit of Correction

TO: Kitsap County Auditor

I, Gavin M. Oak, being first duly sworn, states the following:

I am a Professional Land Surveyor registered in the State of Washington. I prepared the Visconsi Boundary Line Adjustment drawings, application and legal descriptions that were recorded under Kitsap County Auditor's File No. 201406180124/0125. The legal description for Resultant Parcel E on Page 10, Lines 10 and 11 should read as follows:

Thence Southerly on a 199.50 foot radius curve to the left, the center of which bears South 77°17'47" East through a central angle of 11°33'04", an arc distance of 40.22 feet;

Page 2
Affidavit of Correction
Visconsi Boundary Line Adjustment

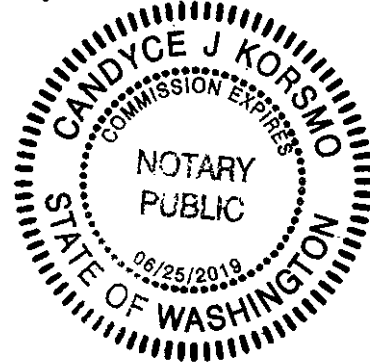
By: *Gavin M. Oak*
Gavin M. Oak

STATE OF WASHINGTON
COUNTY OF KITSAP

On this 14 day of December, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Gavin M. Oak** to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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

Candace J Korsmo
Notary Public in and for the State of Washington
Residing at Palisbo



Olympic title
3888 NW Randall way
Silverdale, WA 98383

OLYMPIC TITLE COMPANY 201607270165
Boundary Line Adjustment Rec Fee: \$ 88.00
07/27/2016 01:07 PM Page: 1 of 16
Dolores Gilmore, Kitsap Co Auditor


DOCUMENT TITLE: Boundary Line Adjustment

GRANTOR/GRANTEE: VWA-Bainbridge Island LLC
C/O Shawn Jurisch
30050 Chagrin Boulevard, Suite 350
Pepper Pike, OH 44124-5700

LEGAL DESCRIPTION: SE $\frac{1}{4}$, SW $\frac{1}{4}$ Sec. 23, T. 25 N., R. 2E, W.M.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER(S): 232502-3-085-2000, 232502-3-086-2009, and 232502-3-088-2007

COURTESY RECORDING ONLY....
NO LIABILITY FOR VALIDITY AND/OR
ACCURACY ASSUMED BY FIRST AMERICAN
TITLE INSURANCE COMPANY.

**CITY OF BAINBRIDGE ISLAND**

Department of Planning & Community Development

280 Madison Avenue North, Bainbridge Island, WA 98110

Phone: 206-842-2552 Email: pcd@bainbridgewa.govWebsite: www.bainbridgewa.govPortal: <https://ci-bainbridgeisland-wa.smartgovcommunity.com/portal>**APPLICATION - PAGE 1**

DATE STAMP

City of Bainbridge Island

FEB 18 2016

Planning and
Community Development

DATE SUBMITTED

02/18/2016

PROJECT NUMBER

PLN17734C BLA

PROJECT NAME **VISCONSI BLA**PROJECT TYPE **Boundary Line Adjustment**

PROJECT ADDRESS OR ACCESS STREET

Wintergreen Lane

TAX PARCEL NUMBER(S)

23250230852000, 23250230862009, 23250230882007

REVISIONS RECEIVED:

FEE HISTORY

AMOUNT

PAID

Boundary Line Adjustment

\$318.00

\$318.00

PROJECT DESCRIPTION

Reconfiguration of three lots.

PEOPLE ASSOCIATED WITH CASE

COBI PROJECT MANAGER

JOSH MACHEN -- PHONE: 206-780-3765 E-MAIL: jmachen@bainbridgewa.gov

OWNER

VWA-BAINBRIDGE ISLAND LLC, Shawn Jurisch, 30050 Chagrin Boulevard, Suite 350, Pepper Pike, OH 44124-5700

Phone: 216-464-5550 ex 203

E-MAIL: sjurisch@visconsi.com

CONTACT

SHAWN JURISCH, Visconsi Companies Ltd., 30050 Chagrin Boulevard, Suite 350, Pepper Pike, OH 44124-5704

Phone: 216-454-5550 ext 203

E-MAIL: sjurisch@visconsi.com**EXCISE TAX EXEMPT** JUN 27 2016**Property Taxes are paid thru:** 12-31-16^{PL}

CITY OF BAINBRIDGE ISLAND

BOUNDARY LINE ADJUSTMENT APPLICATION

FORM MUST BE COMPLETED IN INK, PREFERABLY BLUE. PENCIL WILL NOT BE ACCEPTED.

Note: The pages in this application are required to have a 1" border on all sides. Applicants can expect to pay \$50 in recording fees for all pages with encroachments into the required border.



<p style="text-align: center;">DATE STAMP FOR CITY USE ONLY</p> <p style="text-align: center;">City of Bainbridge Island</p> <p style="text-align: center;">FEB 18 2016</p> <p style="text-align: center;">Planning and Community Development</p>	<p style="text-align: center;"><u>TO BE FILLED OUT BY APPLICANT</u></p> <p>PROJECT NAME: VISCONS! BOUNDARY LINE ADJUSTMENT</p> <p>TAX ASSESSOR'S NUMBER: 232502-3-085-2000</p> <p>232502-3-086-2009</p> <p>232502-3-088-2007</p> <p>PROJECT STREET ADDRESS OR ACCESS STREET: WINTERGREEN LANE NE</p>
	<p style="text-align: center;"><u>FOR CITY USE ONLY</u></p> <p>FILE NUMBER: PLN/17734C JLA</p> <p>PROJECT NUMBER: 17734</p> <p>DATE RECEIVED: 2-18-2016</p> <p>APPLICATION FEE: \$ 318.00</p> <p>TREASURER'S RECEIPT NUMBER: 16-00167</p>
<p style="text-align: center;">SUBMITTAL REQUIREMENTS</p>	
APPLICATION	One original (which must contain an original signature) and three copies must be provided. Whenever possible, originals must be signed in blue. Please identify the original document.
SUPPORTING DOCUMENTS	One original (which must contain an original signature), where applicable, and three copies (if an original is not applicable, four copies must be provided). For title reports, only a total of two copies must be submitted.
FULL-SIZE DRAWINGS	Four copies of the required drawings must be provided. Drawings must be folded and 18" x 24" in size. No construction drawings or other sized drawings will be accepted unless specifically requested.
REDUCED DRAWINGS	Two copies of the drawings reduced to 11" x 17" must be provided.
SUBMITTING APPLICATIONS	Applications must be submitted in person by either the owner or the owner's designated agent. Should an agent submit the application, a notarized Owner/Applicant Agreement must accompany the application (owner/app agreement attached). Please call (206) 780-3762 to set up an appointment to submit the application.
FEES	Please call the Department of Planning & Community Development for submittal fee information. Review by the Kitsap County Health Department may require additional fees and processing time.
ATTACHED SUBMITTAL CHECKLIST	Please refer to attached Submittal Checklist for further information. NOTE: when submitting this application, please do not copy or include the Submittal Checklist sheets attached to the back of this application.
<p style="text-align: center;">APPLICATIONS WILL NOT BE ACCEPTED</p> <p style="text-align: center;">unless these basic requirements are met and the submittal packet is deemed counter complete.</p>	

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT
280 MADISON AVENUE NORTH • BAINBRIDGE ISLAND, WA • 98110-1812
PHONE: (206) 842-2552 • FAX: (206) 780-0955 • EMAIL: pcd@bainbridgewa.gov

December 2011

PAGE 1 WILL BE GENERATED BY THE CITY AT TIME OF SUBMITTAL

Page 2 of 8

CITY OF BAINBRIDGE ISLAND

BOUNDARY LINE ADJUSTMENT APPLICATION

FORM MUST BE COMPLETED IN INK, PREFERABLY BLUE. PENCIL WILL NOT BE ACCEPTED.*Note: The pages in this application are required to have a 1" border on all sides. Applicants can expect to pay \$50 in recording fees for all pages with encroachments into the required border.*

A. GENERAL INFORMATION

1. Name of property owner: VWA-Bainbridge Island LLC
 Address: 30050 Chagrin Boulevard, Suite 350, Pepper Pike, OH 44124
 Phone: 216-454-5550 ex 203 Fax: _____
sjurisch@visconsi.com (Shawn
 E-mail: Jurisch)

Name of property owner: _____
 Address: _____
 Phone: _____ Fax: _____
 E-mail: _____

Name of property owner: _____
 Address: _____
 Phone: _____ Fax: _____
 E-mail: _____

*If the owner(s) of record as shown by the county assessor's office is (are) not the agent,
 the owner's (owners') signed and notarized authorization(s) must accompany this application.*

2. Authorized agent: _____
 Address: _____
 Phone: _____ Fax: _____
 E-mail: _____

3. Person responsible for payment: VWA Bainbridge Island LLC
 Address: c/o Shawn Jurisch
 Phone: _____ Fax: _____
 E-mail: _____

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT
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Page 3 of 8

CITY OF BAINBRIDGE ISLAND

BOUNDARY LINE ADJUSTMENT APPLICATIONFORM MUST BE COMPLETED IN INK, PREFERABLY BLUE. PENCIL WILL NOT BE ACCEPTED.*Note: The pages in this application are required to have a 1" border on all sides. Applicants can expect to pay \$50 in recording fees for all pages with encroachments into the required border.*

4. Project contact: Shawn Jurisch,, VWA-Bainbridge Island LLC
 Address: _____
 Phone: _____ Fax: _____
 E-mail: _____

5. Name of land surveyor: A G O Land Surveying LLC
 Address: 1015 NE Hostmark Street, Poulsbo, WA. 98370
 Phone: 206-842-9598 Fax: 360-779-4213
 E-mail: gavin@agols.com

6. Planning department personnel familiar with site: Josh Machen

7. Description of proposal: _____
Reconfigure the lot the common lot line of Lots A, B and D

8. Driving directions to site: Property is on Wintergreen Lane NE,
North of NE High School Road and East of SR 305.

9. Legal description(s) (or attach): _____
See attached

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT
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December 2011

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CITY OF BAINBRIDGE ISLAND

BOUNDARY LINE ADJUSTMENT APPLICATION

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DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT
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December 2011

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Page 5 of 8

CITY OF BAINBRIDGE ISLAND

BOUNDARY LINE ADJUSTMENT APPLICATIONFORM MUST BE COMPLETED IN INK, PREFERABLY BLUE. PENCIL WILL NOT BE ACCEPTED.*Note: The pages in this application are required to have a 1" border on all sides. Applicants can expect to pay \$50 in recording fees for all pages with encroachments into the required border.*

10. Parcel information:

Assessor's Parcel Number	Parcel Owner	Is Property Developed?	Acreage Before Adjustment	Acreage After Adjustment
232502-3-085-2000	VWA-Bainbridge Island LLC	No	93,155 sf	57,452 sf
232502-3-086-2009	VWA-Bainbridge Island LLC	No	73,086 sf	119,901 sf
232502-3-088-2007	VWA-Bainbridge Island LLC	No	81,926 sf	70,814 sf
		Y / N		

11. Current comprehensive plan, zoning and shoreline designations and use of subject parcel(s):

Lot Number	Comp Plan Designation	Zoning Designation	Shoreline Designation	Current Use
Lot A	HS II	HS II	N/A	Undeveloped
Lot B	HS II	HS II	N/A	Undeveloped
Lot D	HS I & HS II	HS I & HS II	N/A	Undeveloped
Lot				

12. Does the site contain an environmentally sensitive area as defined in Critical Areas Ordinance (*Bainbridge Island Municipal Code* Chapter 16.20)?
☐ yes ☒ no ☐ unknown

If yes, check as appropriate:

<input type="checkbox"/> wetland*	<input type="checkbox"/> geologically hazardous area**
<input type="checkbox"/> wetland buffer*	<input type="checkbox"/> zone of influence**
<input type="checkbox"/> stream*	<input type="checkbox"/> slope buffer**
<input type="checkbox"/> stream buffer*	<input type="checkbox"/> fish and wildlife habitat area

* If your site includes a wetland or wetland buffer, a wetland report is required with your application.

** If your site includes a geologically hazardous area or is within the zone of influence as defined in *Bainbridge Island Municipal Code* 16.20, a geotechnical report may be required with your application.

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT
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 PHONE: (206) 842-2552 • FAX: (206) 780-0955 • EMAIL: pcd@bainbridgewa.gov

December 2011

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Page 6 of 8

CITY OF BAINBRIDGE ISLAND

BOUNDARY LINE ADJUSTMENT APPLICATIONFORM MUST BE COMPLETED IN INK, PREFERABLY BLUE. PENCIL WILL NOT BE ACCEPTED.*Note: The pages in this application are required to have a 1" border on all sides. Applicants can expect to pay \$50 in recording fees for all pages with encroachments into the required border.*13. Was the land platted in the past? (If yes, a copy of recorded plat is required.) ☐ yes ☒ no ☐ unknown14. Is there any other information which is pertinent to this project? ☐ yes ☒ no

If yes, please explain: _____

I hereby certify that I have read this application and know the same to be true and correct.

VWA-Bainbridge Island LLC

2/9/16

Date

DOMINIC A. VISCONSI, JR., MANAGER

Please print name

ADAM • GOLDSWORTHY • OAK
A G O Land Surveying, LLC



1015 NE Hostmark Street, Suite 103
Poulsbo, WA 98370
360.779.4299 206.842.9598
WWW.AGOLS.COM

February 8, 2016
Job No. 16-5970

VISCONSI II BOUNDARY LINE ADJUSTMENT

LEGAL DESCRIPTIONS

City of Bainbridge Island

FEB 18 2016

Planning and
Community Development

ORIGINAL PARCEL A (VWA-Bainbridge Island LLC)
ASSESSOR'S ACCOUNT NO. 232502-3-085-2000

Resultant Parcel A of the Visconsi Boundary Line Adjustment No. PLN17734 BLA recorded June 18, 2014 under recording No. 201406180124 and Affidavit of Correction recorded September 03, 2014 under Recording No. 201409030042 in Kitsap County, Washington.

ORIGINAL PARCEL B (VWA-Bainbridge Island LLC)
ASSESSOR'S ACCOUNT NO. 232502-3-086-2009

Resultant Parcel B of the Visconsi Boundary Line Adjustment No. PLN17734 BLA recorded June 18, 2014 under recording No. 201406180124 and Affidavit of Correction recorded September 03, 2014 under Recording No. 201409030042 in Kitsap County, Washington.

ORIGINAL PARCEL C (VWA-Bainbridge Island LLC)
ASSESSOR'S ACCOUNT NO. 232502-3-088-2007)

Resultant Parcel D of the Visconsi Boundary Line Adjustment No. PLN17734 BLA recorded June 18, 2014 under recording No. 201406180124 and Affidavit of Correction recorded September 03, 2014 under Recording No. 201409030042 in Kitsap County, Washington.

Page 2

Visconsi II Boundary Line Adjustment

Job No. 16-5970

February 8, 2016

RESULTANT PARCEL A

That portion of Resultant Parcel A of the Visconsi Boundary Line Adjustment recorded under Kitsap County Auditor's File No. 201406180124 and depicted on the survey recorded in Volume 79 of surveys, Page 98 records of Kitsap County, situate in the Southeast quarter of the Southwest quarter of Section 23, Township 25 North, Range 2 East, W.M., City of Bainbridge Island, Kitsap County, Washington, described as follows:

Beginning at the Northeast corner of Resultant Parcel B of said Boundary Line Adjustment;
 Thence along the East line of Resultant Parcels B and D of said Boundary Line Adjustment, South 01°15'35" West 276.85 feet;
 Thence leaving said East line, South 75°09'09" West 191.78 feet;
 Thence North 88°50'51" West 43.00 feet to the common parcel line of said Resultant Parcels and the True Point of Beginning;
 Thence along said common line, North 01°09'09" East 20.71 feet;
 Thence continuing Northerly along said common line on a 126.50 foot radius curve to the left the center of which bears North 88°50'51" West through a central angle of 16°00'00", an arc distance of 35.33 feet;
 Thence continuing along said common line, North 14°50'51" West 81.83 feet;
 Thence continuing Northerly along said common line on a 71.79 foot radius curve to the left the center of which bears South 75°09'09" West through a central angle of 09°43'33", an arc distance of 12.19 feet;
 Thence continuing along said common line, North 24°34'24" West 17.72 feet;
 Thence leaving said common line, South 65°25'36" West 32.29 feet;
 Thence South 75°09'09" West 181.06 feet to the Easterly right of way of State Highway 305;
 Thence Southerly along said Easterly right of way on a 2964.79 foot radius curve to the right the center of which bears North 86°31'59" West through a central angle of 01°56'23", an arc distance of 100.37 feet;
 Thence continuing along said Easterly right of way on the cord of a 100.00 foot offset spiral curve to the centerline of said State Highway 305, South 06°12'12" West 105.52 feet to the common line of Resultant Parcels A and C of said Boundary Line Adjustment;
 Thence leaving said right of way along the said common line, South 88°50'51" East 257.14 feet to the common line of said Resultant Parcels A and D;
 Thence Northerly along said common line on a 195.50 foot radius curve to the left the center of which bears North 84°39'54" West through a central angle of 04°10'57", an arc distance of 14.27 feet;
 Thence continuing along said common line, North 01°09'09" East 93.40 feet to the True Point of Beginning.

Together with and subject to easements, restrictions and reservations of record.

Page 3

Visconsi II Boundary Line Adjustment

Job No. 16-5970

February 8, 2016

RESULTANT PARCEL B

That portion of Resultant Parcels A, B and D of the Visconsi Boundary Line Adjustment recorded under Kitsap County Auditor's File No. 201406180124 and depicted on the survey recorded in Volume 79 of surveys, Page 98 records of Kitsap County, situate in the Southeast quarter of the Southwest quarter of Section 23, Township 25 North, Range 2 East, W.M., City of Bainbridge Island, Kitsap County, Washington, described as follows:

Beginning at the Northeast corner of said Resultant Parcel B;
 Thence along the East line of said Resultant Parcels B and D, South $01^{\circ}15'35''$ West 276.85 feet;
 Thence leaving said East line, South $75^{\circ}09'09''$ West 191.78 feet;
 Thence North $88^{\circ}50'51''$ West 43.00 feet to the common parcel line of said Resultant Parcels;
 Thence along said common line, North $01^{\circ}09'09''$ East 20.71 feet;
 Thence continuing Northerly along said common line on a 126.50 foot radius curve to the left the center of which bears North $88^{\circ}50'51''$ West through a central angle of $16^{\circ}00'00''$, an arc distance of 35.33 feet;
 Thence continuing along said common line, North $14^{\circ}50'51''$ West 81.83 feet;
 Thence continuing Northerly along said common line on a 71.79 foot radius curve to the left the center of which bears South $75^{\circ}09'09''$ West through a central angle of $09^{\circ}43'33''$, an arc distance of 12.19 feet;
 Thence continuing along said common line North $24^{\circ}34'24''$ West 17.72 feet;
 Thence leaving said common line, South $65^{\circ}25'36''$ West 32.29 feet;
 Thence South $75^{\circ}09'09''$ West 181.06 feet to the Easterly right of way of State Highway 305;
 Thence Northerly along said Easterly right of way on a 2964.79 foot radius curve to the left, the center of which bears North $86^{\circ}31'59''$ West through a central angle of $04^{\circ}29'43''$, an arc distance of 232.61 feet to a point which bears North $88^{\circ}47'19''$ West from the Point of Beginning;
 Thence South $88^{\circ}47'19''$ East 470.22 feet to the Point of Beginning

Together with and subject to easements, restrictions and reservations of record.

Page 4

Visconsi II Boundary Line Adjustment

Job No. 16-5970

February 8, 2016

RESULTANT PARCEL D

That portion of Resultant Parcel D of the Visconsi Boundary Line Adjustment recorded under Kitsap County Auditor's File No. 201406180124 and depicted on the survey recorded in Volume 79 of surveys, Page 98 records of Kitsap County, situate in the Southeast quarter of the Southwest quarter of Section 23, Township 25 North, Range 2 East, W.M., City of Bainbridge Island, Kitsap County, Washington, described as follows:

Beginning at the Northeast corner of Resultant Parcel B of said Boundary Line Adjustment;

Thence along the East line of said Resultant Parcels B and D, South $01^{\circ}15'35''$ West 276.85 feet to the True Point of Beginning;

Thence leaving said East line, South $75^{\circ}09'09''$ West 191.78 feet;

Thence North $88^{\circ}50'51''$ West 43.00 feet to the common parcel line of Resultant Parcels A, C and D of said Boundary Line Adjustment;

Thence along said common line, South $01^{\circ}09'09''$ West 93.40 feet;

Thence continuing Southerly along said common line on a 195.50 foot radius curve to the right, the center of which bears North $88^{\circ}50'51''$ West, through a central angle of $11^{\circ}33'04''$, an arc distance of 39.41 feet;

Thence continuing Southerly along said common line on a 199.50 foot radius curve to the left, the center of which bears South $77^{\circ}17'47''$ East, through a central angle of $11^{\circ}33'04''$, an arc distance of 40.22 feet;

Thence continuing along said common line, South $01^{\circ}09'09''$ West 171.25 feet;

Thence continuing Southerly along said common line on a 215.50 foot radius curve to the right, the center of which bears North $88^{\circ}50'51''$ West through a central angle of $06^{\circ}26'19''$, an arc distance of 24.22 feet to the South line of said Resultant Parcel D;

Thence along said South line, South $88^{\circ}50'51''$ East 5.92 feet;

Thence continuing along said South line, North $01^{\circ}15'35''$ East 119.69 feet;

Thence continuing along said South line, South $88^{\circ}50'51''$ East 200.00 feet;

(description continued on next page)

Page 5

Visconsi II Boundary Line Adjustment

Job No. 16-5970

February 8, 2016

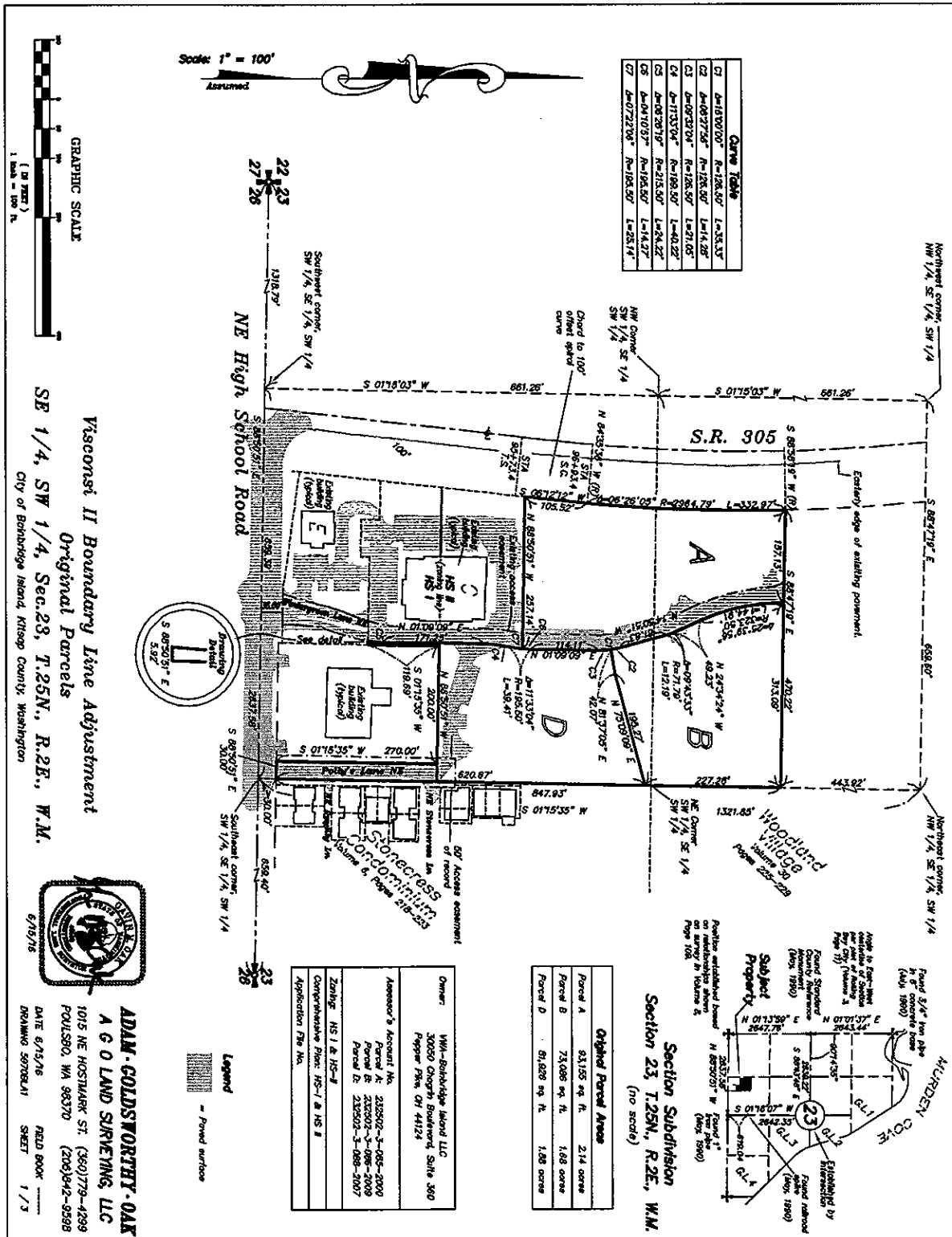
RESULTANT PARCEL D DESCRIPTION CONTINUED

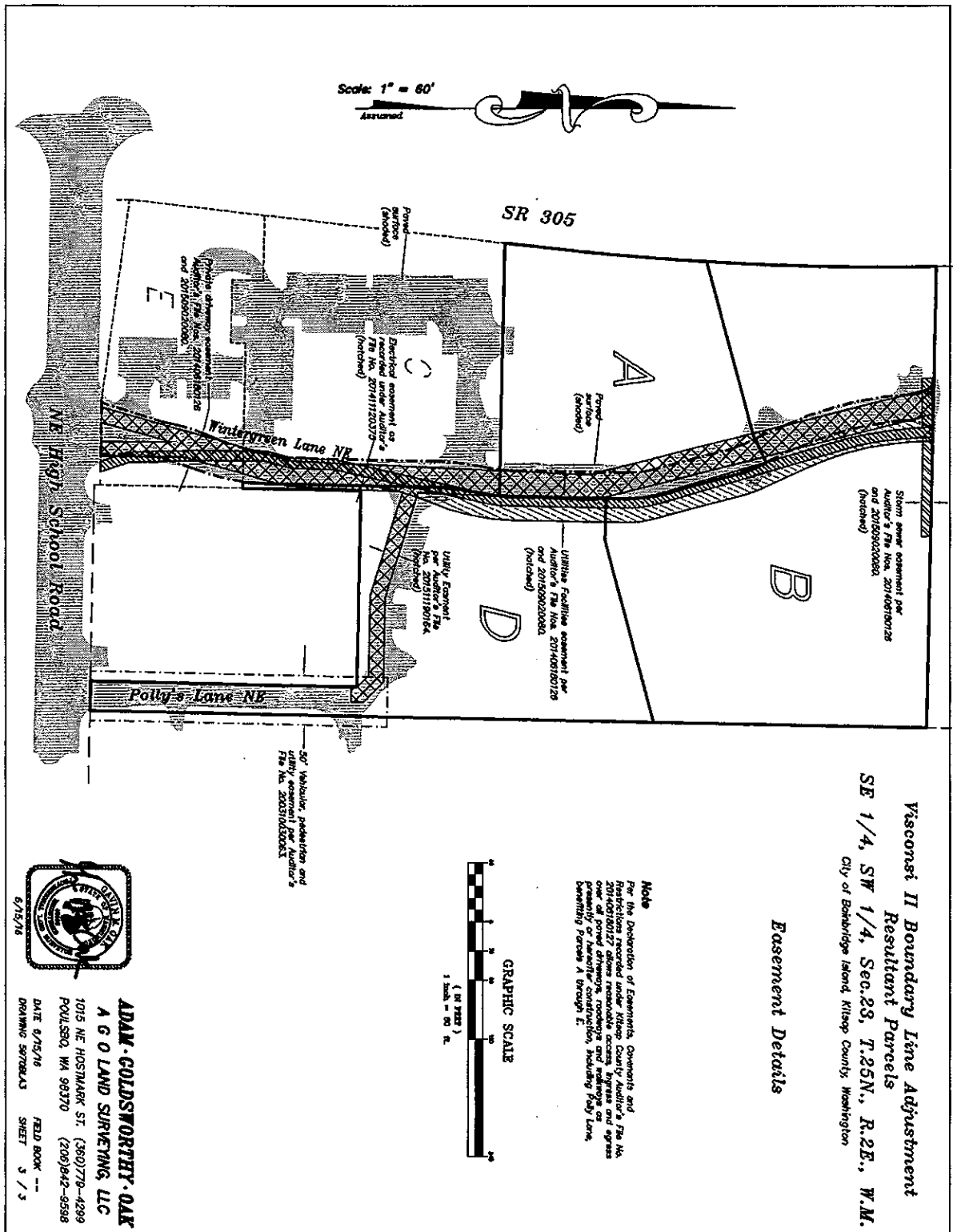
Thence continuing along said South line, South $01^{\circ}15'35''$ West 270.00 feet to the Northerly right of way of NE High School Road;

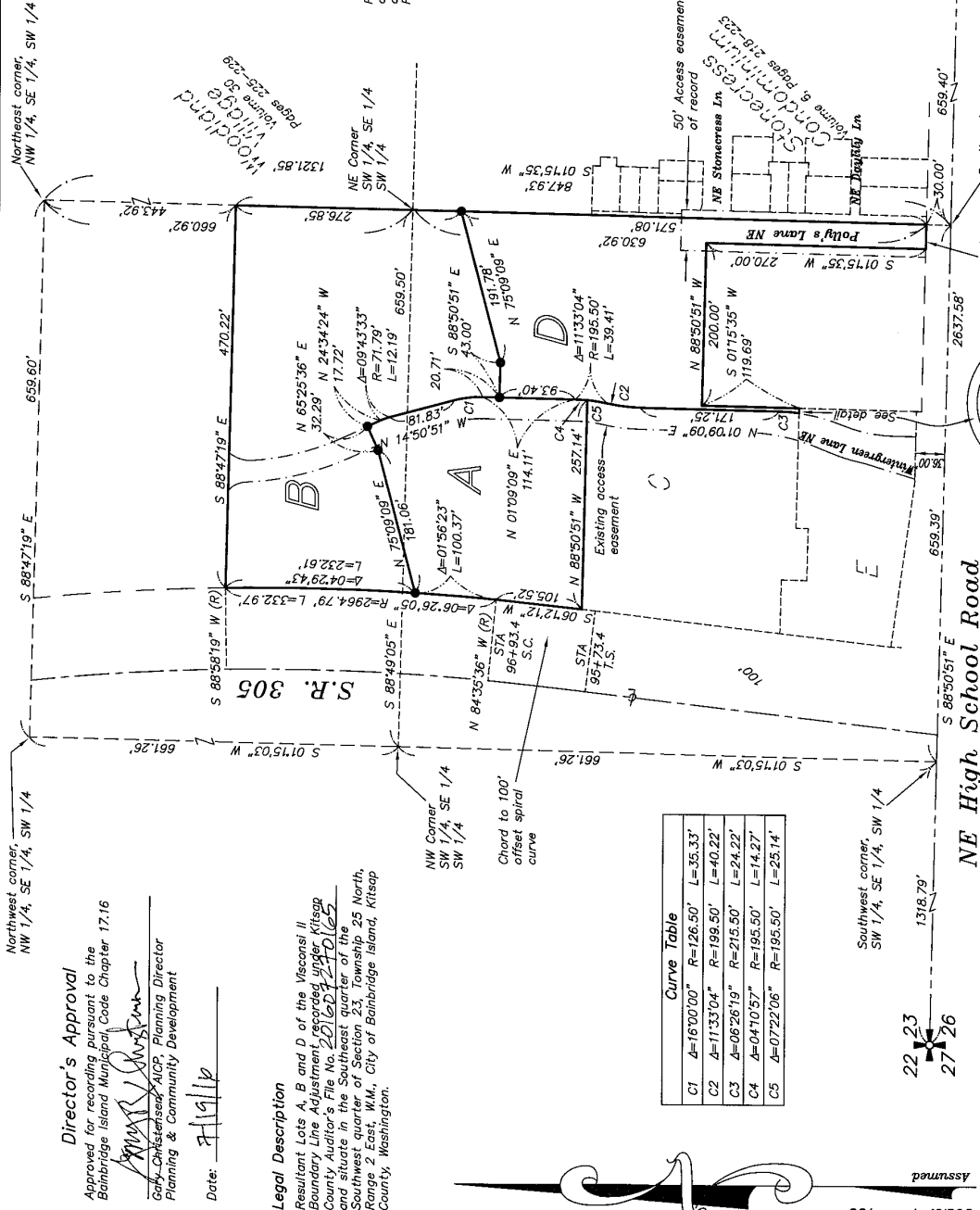
Thence along said right of way, South $88^{\circ}50'51''$ East 30.00 feet to the East line of said Resultant Parcel D;

Thence leaving said right of way along the said East line, North $01^{\circ}15'35''$ East 571.08 feet to the True Point of Beginning.

Together with and subject to easements, restrictions and reservations of record.







Director's Approval

Approved for recording pursuant to the
Bainbridge Island Municipal Code Chapter 17.16

Gary Christensen, AICP, Planning Director
Planning & Community Development

Date: 7/19/16

Legal Description

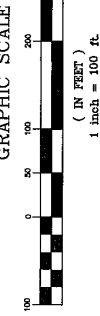
Resulant Lots A, B and D of the Visconsi II
Boundary Line Adjustment, recorded under Kitsap
County Auditor's File No. 20160720165
and situate in the Southeast quarter of the
Southwest quarter of Section 23, Township 25 North,
Range 2 East, W.M., City of Bainbridge Island, Kitsap
County, Washington.

Section Subdivision Section 23, T.25N., R.2E., W.M. (no scale)

Notes

- 1) This survey was accomplished by field traverse with a three second total station.
- 2) This survey conforms to the minimum field traverse standards for land boundary surveys as listed in WAC 332-130-090.
- 3) This drawing does not purport to show all easements, restrictions and reservations appurtenant to or encumbering the subject property.
- 4) This survey and the information thereon is for the sole use of the clients under this contract.
- 5) Refer to the Boundary Line Adjustment recorded under Kitsap County Auditor's File No. 20140680124 and survey recorded in Volume 79, Page 98 of surveys, records of Kitsap County, Washington.

City of Bainbridge Island
Planning & Community Development



Legend

- = 3/4" iron pipe and lot stake to be set after construction is complete.

AUDITOR'S CERTIFICATE

OLYMPIC TITLE COMPANY
20160720165
Survey made by me or under my direction in accordance with the requirements of the Surveying and Mapping Act of the request of:
VWA-Bainbridge Island LLC
In June, 2016.

D. Simpson by [Signature]
County Auditor

SURVEYOR'S CERTIFICATE

This map correctly represents a survey made by me or under my direction in accordance with the requirements of the Surveying and Mapping Act of the request of:
VWA-Bainbridge Island LLC
In June, 2016.



a survey of a portion of
Southeast 1/4, Southwest 1/4
SEC. 23, T. 25N., R. 2E., W.M.
City of Bainbridge Island, Kitsap County, Washington

ADAM • GOLDSWORTHY • OAK

A G O LAND SURVEYING, LLC

1015 NE HOSTMARK STREET
POULSBORO, WA 98370
(360) 779-4299
(206) 842-9598

DATE 6/17/16 DWG. NO. 59705 FIELD BOOK -- SHEET 1/1

20160720165 82/209

City of Winslow
P.O. Box 10100
Winslow, Wa
98110

3-

FILED FOR RECORD

REC. BY City of Winslow
379 JUL 10 AM 11:05

NOTICE OF ADDITIONAL WATER OR SEWER FACILITY
TAP OR CONNECTION CHARGES

NOTARY PUBLIC
D.H.

7907100114

Pursuant to RCW 65.08.170 the City of Winslow hereby gives notice that any property located within the following described area, which is not presently connected to City of Winslow water, sanitary sewer, or storm sewer system, may be required to pay connection charges which are in fact reimbursement of the cost of facilities constructed by the sale of revenue bonds which must be paid prior to connection, as established by municipal ordinance.

The amount of any such connection charge may be obtained by contacting the City of Winslow, Winslow City Hall, Winslow, Washington 98110.

DESCRIPTION OF PROPERTY:

Sections 20, 21, 22, 23, 25, 26, 27, 28 and 34, Township 25 North, Range 2 East W. M. of Kitsap County, Washington.

CITY OF WINSLOW:

BY: Norma Sue Frix
NORMA SUE FRIX, CLERK/TREASURER

STATE OF WASHINGTON)
County of Kitsap) ss.

On this 18 day of April, 1979, before me personally appeared NORMA SUE FRIX to me known to be the Clerk/Treasurer of the City of Winslow, a municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument and that the seal affixed thereto is the corporate seal of said corporation.

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

Notary Public
NOTARY PUBLIC in and for the
State of Washington, residing at
Bainbridge Island, Wa.

REC 177R2047

7907100114

Map on file in Auditor's Office on card under No. 7906070116

AFTER RECORDING MAIL TO:

Stephen Mixter, Esq.
Jones Day
901 Lakeside Avenue
Cleveland, OH 44114

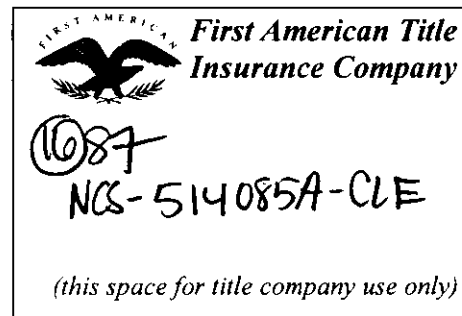
FIRST AMERICAN TITLE INS 201406180128
Lease Agreement Rec Fee: \$ 87.00
06/18/2014 02:34 PM
Walter Washington, Kitsap Co Auditor
Page: 1 of 16

Document Title(s):
MEMORANDUM OF GROUND LEASE AGREEMENT

Reference Number(s) of Documents assigned or released
N/A

Grantor(s):
■ VWA - BAINBRIDGE ISLAND, LLC, an Ohio limited liability company

Grantee(s):
KEYBANK NATIONAL ASSOCIATION, a national banking association



Abbreviated Legal Description as follows:
Section 23, Township 25 North, Range 2 East

Assessor's Property Tax Parcel/Account Number(s):

232502-3-036-2000; 232502-3-026-2002;
232502-3-043-2001; 232502-3-030-2006;
232502-3-027-2001

AM REQUESTING AN EMERGENCY NONSTANDARD RECORDING FOR AN ADDITIONAL FEE AS PROVIDED IN RCW 36.18.010. I UNDERSTAND THAT THE RECORDING PROCESSING REQUIREMENTS MAY COVER UP OR OTHERWISE OBSCURE SOME PART OF THE TEXT OR THE ORIGINAL DOCUMENT.

Sign Klea for Kim Campbell

Recorded at the Request of
and after Recording Return to:
Stephen Mixter, Esq.
Jones Day
901 Lakeside Avenue
Cleveland, OH 44114

Abbreviated Legal Description:
Section 23, Township 25 North, Range 2 East

Tax Parcel No.: _____

MEMORANDUM OF GROUND LEASE AGREEMENT

THIS MEMORANDUM OF GROUND LEASE AGREEMENT ("Memorandum") is made and entered into as of this 13th day of June, 2014, by and between **VWA - BAINBRIDGE ISLAND, LLC**, an Ohio limited liability company, as landlord ("**Landlord**"), and **KEYBANK NATIONAL ASSOCIATION**, a national banking association, as tenant ("**Tenant**").

RECITALS

A. Landlord and Tenant entered into that certain Ground Lease Agreement dated as of June 13, 2014 (the "**Lease**"), pursuant to which Landlord leased to Tenant certain land consisting of approximately 37,897 square feet located near the intersection of State Route 305 and NE High School Road in Bainbridge Island, Washington, depicted on **Exhibit A-1** attached hereto (the and described on **Exhibit A-2** attached hereto (the "**Land**") and any improvements currently located thereon. The Land is part of the larger parcel of property described on **Exhibit A-3** attached hereto (the "**Project**"). The Land and any Improvements ((as defined in Section 7 of the Lease), which shall remain the property of Tenant throughout the Term of the Lease) constructed thereon or hereafter constructed by Tenant thereon shall be referred to herein as the "**Premises**." Any utilities or facilities located on and exclusively serving the Land which Tenant is contractually obligated (or required by Laws) to maintain also shall be considered Improvements for purposes of the Lease.

B. Landlord and Tenant desire to provide record evidence of Tenant's leasehold interest in the Land pursuant to the terms of the Lease.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Appurtenant Rights. In addition to the Premises, Landlord leases and grants to Tenant the beneficial use of all right, title and interest of Landlord (if any) in and to (a) real property lying within any street, highway, road, roadway, avenue or other thoroughfare, whether open or proposed, adjoining, abutting or contiguous to all or any portion of the Land, to the centerline thereof, (b) all rights of way, easements, licenses, and other rights and privileges, hereditaments, and appurtenances now or hereafter belonging to or benefiting the Land or any portion thereof (including, without limitation, the beneficial use of all easements for rights in connection with utility lines serving the Land or any improvements located thereon), (c) all alleys, gores and strips of land, pertaining to or located on real property adjoining, abutting, contiguous to or appurtenant to all or any portion of the Land whether presently in existence or created or arising after the date of the Lease, or which are or may hereafter be used or available for use or which otherwise pertain to the Land or any portion thereof, and (d) all rights appurtenant to the Premises pursuant to the Shopping Center Agreements (but subject to the terms and conditions of Section 32 of the Lease). Notwithstanding the foregoing, to the extent that any of the rights for which Landlord has granted the beneficial use thereof to Tenant herein require the consent or approval of Landlord to any matter, there is hereby reserved to Landlord the right to exercise such rights of consent or approval, provided that in no event shall Landlord exercise such rights (i) in a manner which violates the terms and conditions of the Lease, or (ii) without first obtaining Tenant's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

2. Term. The initial term of the Lease shall be fifteen (15) years (the "**Initial Term**"), commencing on the earlier of (i) Tenant opening for business, or (ii) one hundred fifty (150) days after the later of (a) the satisfaction (or waiver, or deemed waiver) of the conditions set forth in Section 5.02 of the Lease or (b) the Possession Date (as defined in Section 7.01 of the Lease) (the "**Rent Commencement Date**"), and expiring on the later of (i) the day preceding the 15th anniversary of the Rent Commencement Date or (ii) if the Rent Commencement Date is not the first (1st) day of a calendar month, the last day of the month in which the 15th anniversary of the Rent Commencement Date occurs.

3. Options. As further provided in the Lease, Tenant has five (5) options to extend the Initial Term of the Lease for consecutive periods of five (5) additional years each (each additional 5-year period is hereinafter referred to as an "**Extension Period**"), so that Tenant may extend the Initial Term for a total of twenty five (25) additional years beyond the Initial Term. The Initial Term and the Extension Periods, if exercised, shall be collectively referred to herein as the "**Term**."

4. Tenant's Access. Tenant and its agents, employees, customers and contractors shall have unobstructed and unimpaired access to the Premises and all access roads leading to the Premises (including, without limitation NE High School Road and the Access Road) at all times, twenty-four (24) hours per day, seven (7) days per week. Landlord shall not obstruct or impair public, vehicular or pedestrian access to the Premises (including any ATM or AHD) or alter vehicular or pedestrian traffic flow patterns in such a way as to make the Premises materially less convenient to Tenant or Tenant's Permittees.

5. Parking. Tenant and Landlord each acknowledge and agree that none of the parking in the Project may be for any party's exclusive use, but Tenant shall have the right to install signs in the parking spaces in the parking lot to be constructed by Tenant on the Premises indicating that such spaces are for short-term use, as permitted pursuant to the Project REA and/or applicable law (without variance). If requested by Tenant, Landlord shall cooperate with Tenant, at no out of pocket cost or expense to Landlord, in resolving any concerns which Tenant may have from time regarding any misuse of the parking spaces located within the Premises by any persons or parties other than Tenant or Tenant's Permittees.

In addition, Tenant shall have the right to permit its employees to park within those parking spaces designated as the "Shared Parking Spaces" on the Site Plan, as attached to the Lease, on "Lot 2" as designated on the Site Plan, on a nonexclusive basis with the owner and occupants of Lot 2.

6. Intended Use. The Premises may be used for either (i) general financial and retail services, the operation of a retail bank facility (which may include drive through and walk-up ATMs and AHDs), financial services, ancillary office purposes, and all activities incidental thereto (the "**Bank Use**"), or (ii) any other lawful purposes provided that in no event shall any such other lawful use of the Premises, other than the Bank Use, violate any use restrictions contained in the Shopping Center Agreements.

7. Bank Use Protection. Landlord and Tenant acknowledge that the Project REA (as defined below and in Section 32 of the Lease) prohibits the use of the remaining portions of the Project for the Bank Use, upon the terms and conditions set forth therein, and subject to the limitations set forth therein (as contained in the Project REA, the "**Project Bank Use Restriction**"). During the Term of the Lease, Tenant shall have the right, pursuant to Section 32 of the Lease, to enforce the Project Bank Use Restriction in accordance with the terms and conditions of the Project REA, and Landlord shall cooperate with Tenant with respect to any such required enforcement.

8. Signage. Tenant shall have the right to install, place, maintain and replace the maximum amount of signage and other promotional or advertising displays or materials on or about the Building, and directional signage elsewhere within the Premises, provided such signs, displays and materials are in compliance with all Laws and do not violate the Shopping Center Agreements. Landlord and its representatives shall reasonably cooperate with Tenant in obtaining any approvals necessary for such signage. Tenant shall be responsible for maintenance, repair and replacement of its exclusive signage located on the Premises. Tenant shall remove any signs installed by Tenant upon the expiration of the Term. Any damage caused by the removal of such signs shall be repaired at the cost and expense of Tenant. Landlord shall not allow any signage, other than the signage permitted to be erected by Tenant herein and the Project Monument Sign, to be erected on the Premises.

Tenant acknowledges that, pursuant to the Shopping Center Agreements, Landlord shall install on the Premises, in the location shown on the Site Plan, a monument sign for the benefit of other tenants or occupants of the Project (the "**Project Monument Sign**"). Tenant shall not have any signage rights on the Project Monument Sign and shall have no obligation to maintain

or repair the Project Monument Sign, and either Landlord or the Operator under the Project REA shall perform all required maintenance and repairs for the Project Monument Sign.

9. Proceeds and Awards. Proceeds of insurance, and awards from eminent domain, pertaining to the Premises shall be applied in the manner set forth in the Lease.

10. Notices. The name and address of Landlord to which notices shall be addressed is:

VWA - BAINBRIDGE ISLAND, LLC,
an Ohio limited liability company
c/o Visconsi Companies, Ltd.
30050 Chagrin Boulevard, Suite 360
Pepper Pike, OH 44124-5704
Attention: Dominic A. Visconsi, Jr.

The name and address of Tenant to which notices shall be addressed is:

KeyBank National Association (PID No. 7122)
Attn: Real Estate Asset Manager

P.O. Box 94839
Cleveland, Ohio 44101-4839 (if by mail)

Mailcode: OH-01-10-0605
100 Public Square, Suite 600
Cleveland, OH 44113-2207 (if by overnight courier)

11. Shopping Center Agreements. Landlord and Tenant acknowledge that the Premises are subject to both (a) the Reciprocal Easement Agreement dated June 16, 2014 and recorded on June 18, 2014 as Auditor's File No. 201406180126 by Landlord and the owner of the property adjacent to the Project ("**Adjacent Property REA**") and (b) the Declaration of Easements, Covenants, Conditions and Restrictions dated June 16, 2014 and recorded on June 18, 2014 as Auditor's File No. 201406180127 by Landlord (the "**Project REA**") (together, the "**Shopping Center Agreements**"), which provide for, among other things, (i) reciprocal easements between the Premises and the Project for vehicular and pedestrian access, parking, and ingress and egress for tenants, customers and employees; (ii) all necessary utility easements and connection rights to existing or proposed utilities that may be located on or off the Premises; (iii) maintenance and repair of the common areas and other areas as provided in the Shopping Center Agreements, and (iv) such other matters as are set forth in the Shopping Center Agreements. Landlord hereby grants to Tenant the right to exercise the rights of the "Parcel B Owner" (as defined in the Adjacent Property REA) and of the "Owner" (as defined in the Project REA), in each case with respect to the Premises, under the Shopping Center Agreements to the extent that such rights are necessary or appropriate to permit Tenant to exercise its rights under the Lease or to operate Tenant's business in the Premises in accordance with the terms of the Lease or to perform the obligations of the "Parcel B Owner" or the "Owner" thereunder as

provided below; provided, however, in no event shall Tenant have the right to amend or modify the Shopping Center Agreements, or to grant any consent or approval under the Shopping Center Agreements, all of which rights are hereby reserved by Landlord (but shall not be exercised by Landlord without first obtaining Tenant's prior written consent, except as otherwise expressly set forth in the Lease). Tenant hereby agrees to perform all obligations to be performed by the "Owner" under the Project REA, and agrees to perform the same, but only to the extent that they pertain to the Premises and the Term. Landlord and Tenant acknowledge that the terms and conditions of the Lease shall be controlling in the event of any conflict between the terms and conditions of the Lease and the terms and conditions of the Shopping Center Agreements (provided that, with respect to any provision of the Lease which is expressly made subject and subordinate to the terms and conditions of the Shopping Center Agreements, such terms and conditions of the Shopping Center Agreements shall not be deemed to be "in conflict with" the terms and conditions of such express provisions of the Lease). Landlord shall not execute, amend or modify the Shopping Center Agreements in any manner which would affect the Premises or adversely affect any rights of Tenant under the Lease and/or the Shopping Center Agreements or increase any obligations of Tenant under the Lease or the Shopping Center Agreements nor take any other action under the Shopping Center Agreements (or consent to any other party's actions under the Shopping Center Agreements) which would affect the Premises or adversely affect any rights of Tenant under the Lease and/or the Shopping Center Agreements or increase any obligations of Tenant under the Lease or the Shopping Center Agreements without first obtaining Tenant's prior written consent. Notwithstanding the foregoing, Landlord shall have the right, without Tenant's prior written consent, to amend the Project REA in the manner specifically permitted under Sections 1(b), 2.1(e), 2.3, 3.5(c), 5.2(c) and 11.2(c) thereof, provided that any such amendment shall not change the Lot which contains the Premises (or the access thereto), nor adversely affect any rights of Tenant under the Lease and/or the Project REA nor increase any obligations of Tenant under the Lease and/or Project REA.

12. Successors and Assigns. As provided in Section 34.04 of the Lease, the Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Landlord, Landlord's heirs, legal representatives, successors and assigns, and shall be binding upon and inure to the benefit of Tenant, Tenant's successors and assigns.

13. Easements. Landlord, from and after June 13, 2014, shall not enter into, modify, amend or terminate any easements or other agreements that benefit or burden the Premises without the written approval of Tenant.

14. Tenant's Right to First Offer. Commencing on June 13, 2014 and continuing throughout the Term, Tenant shall have a right of first offer with respect to Landlord's interest in the Premises. If during such period Landlord elects to sell its interest in the Premises, Landlord shall deliver written notice to Tenant setting out the following information (the "**Notice of Offer**"): (a) the sale price; (b) the date by which the proposed sale must be completed and closed; and (c) any other information which reasonably is relevant to the proposed sale. Tenant shall have a period of thirty (30) days following delivery of the Notice of Offer in which to exercise its right of first offer by delivering to Landlord notice agreeing to purchase the Premises on the terms of the Notice of Offer, in which event the closing of the purchase of the Premises shall take place on the terms and conditions specified therein. If Tenant fails to provide such a

notice within such thirty (30)-day period, then Landlord shall have the right to offer and sell the Premises to others on terms acceptable to Landlord in its sole discretion at any time within one (1) year after Landlord's receipt of Tenant's notice (or, if Tenant fails to deliver such notice, after the expiration of the above-referenced thirty (30) day period); provided, however, that if the net proceeds receivable by Landlord in such other transaction shall prove to be less than ninety-five percent (95%) of the net proceeds receivable by Landlord as set forth in the Notice of Offer, then Landlord shall not sell the Premises without once again complying with the provisions of Section 30 of the Lease, but with the new Notice of Offer reflecting such lower net proceeds. If Landlord was not required to pay any brokerage commission in connection with the proposed sale of the Premises by Landlord to Tenant pursuant to the Notice of Offer, then the "net proceeds" receivable by Landlord in such other transaction shall be increased by the amount of any brokerage commission payable by Landlord in connection with the sale of the Premises pursuant to such other transaction for purposes of determining the "net proceeds" receivable by Landlord in such other transaction.

15. Counterparts. This Memorandum may be executed in one or more counterparts by the parties hereto and each shall be considered an original, and upon receipt, all such counterparts shall be construed together to constitute one Memorandum between the parties hereto.

16. Inconsistent Provisions. The provisions of this Memorandum constitute only a general description of the content of the Lease with respect to matters set forth herein. Accordingly, Landlord and Tenant each agree, and third parties are advised, that the provisions of the Lease itself shall be controlling with respect to all matters set forth herein. In the event of any discrepancy between the provisions of the Lease and this Memorandum, the provisions of the Lease shall take precedence and prevail over the provisions of this Memorandum. Any capitalized terms used herein but not defined herein shall have the meaning ascribed to them in the Lease.

17. Incorporation. The Lease and all of the terms and conditions thereof and exhibits thereto are incorporated herein and made a part hereof by reference as though fully rewritten herein.

(Signatures on following page)

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be executed as of the day and year first above written.

LANDLORD:

VWA - BAINBRIDGE ISLAND, LLC,
an Ohio limited liability company

By: Dominic A. Visconti Jr.
Name: Dominic A. Visconti Jr.
Its: Manager

TENANT:

KEYBANK NATIONAL ASSOCIATION,
a national banking association

By: _____
Name: Kane Kretzinger
Title: Director of Corporate Real Estate

(Acknowledgments on following page)

LANDLORD'S NOTARY

STATE OF OHIO §
 COUNTY OF CUYAHOGA §

Dominic A. Visconsi Jr. BEFORE ME, a Notary Public in and for said County and State, personally appeared of **VWA - BAINBRIDGE ISLAND, LLC**, an Ohio limited liability company, who acknowledged that he/she did sign the foregoing instrument for and on behalf of said corporation on behalf of said limited liability company, being thereunto duly authorized, and that the same is his/her free act and deed individually and as such officer of such corporation and the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 13th day of June, 2014.



FRANCINE M. LOTARSKI
 Notary Public, State of Ohio
 My Commission Expires 7/21/2017
 Recorded in Geauga County

Francine M. Lotarski
 Notary Public for the indicated State

My Commission Expires: 07/21/2017

TENANT'S NOTARY

STATE OF OHIO §
 COUNTY OF CUYAHOGA §

BEFORE ME, a Notary Public in and for said County and State aforesaid, on this date personally appeared Kane Kretzinger, the Director of Corporate Real Estate of **KEYBANK NATIONAL ASSOCIATION**, a national banking association, known to me to be the same person whose name is subscribed to the foregoing instrument, and he acknowledged that he signed and delivered said instrument in the capacity indicated above, as his own free and voluntary act and as the free and voluntary act of the tenant therein for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this ____ day of June, 2014.

 Notary Public for the indicated State

My Commission Expires: _____

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be executed as of the day and year first above written.

LANDLORD:

VWA - BAINBRIDGE ISLAND, LLC,
an Ohio limited liability company

By: _____

Name: _____

Its: Manager

TENANT:

KEYBANK NATIONAL ASSOCIATION,
a national banking association

By:  _____

Name: Kane Kretzinger

Title: Director of Corporate Real Estate

(Acknowledgments on following page)

LANDLORD'S NOTARY

STATE OF OHIO §
 COUNTY OF CUYAHOGA §

BEFORE ME, a Notary Public in and for said County and State, personally appeared _____ of **VWA - BAINBRIDGE ISLAND, LLC**, an Ohio limited liability company, who acknowledged that he/she did sign the foregoing instrument for and on behalf of said corporation on behalf of said limited liability company, being thereunto duly authorized, and that the same is his/her free act and deed individually and as such officer of such corporation and the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this ____ day of June, 2014.

 Notary Public for the indicated State

My Commission Expires: _____

TENANT'S NOTARY

STATE OF OHIO §
 COUNTY OF CUYAHOGA §

BEFORE ME, a Notary Public in and for said County and State aforesaid, on this date personally appeared Kane Kretzinger, the Director of Corporate Real Estate of **KEYBANK NATIONAL ASSOCIATION**, a national banking association, known to me to be the same person whose name is subscribed to the foregoing instrument, and he acknowledged that he signed and delivered said instrument in the capacity indicated above, as his own free and voluntary act and as the free and voluntary act of the tenant therein for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 13th day of June, 2014.



STEPHEN C. MIXTER
 Attorney At Law
 NOTARY PUBLIC
 STATE OF OHIO
 My Commission Has
 No Expiration Date
 Section 147.03 O.R.C.

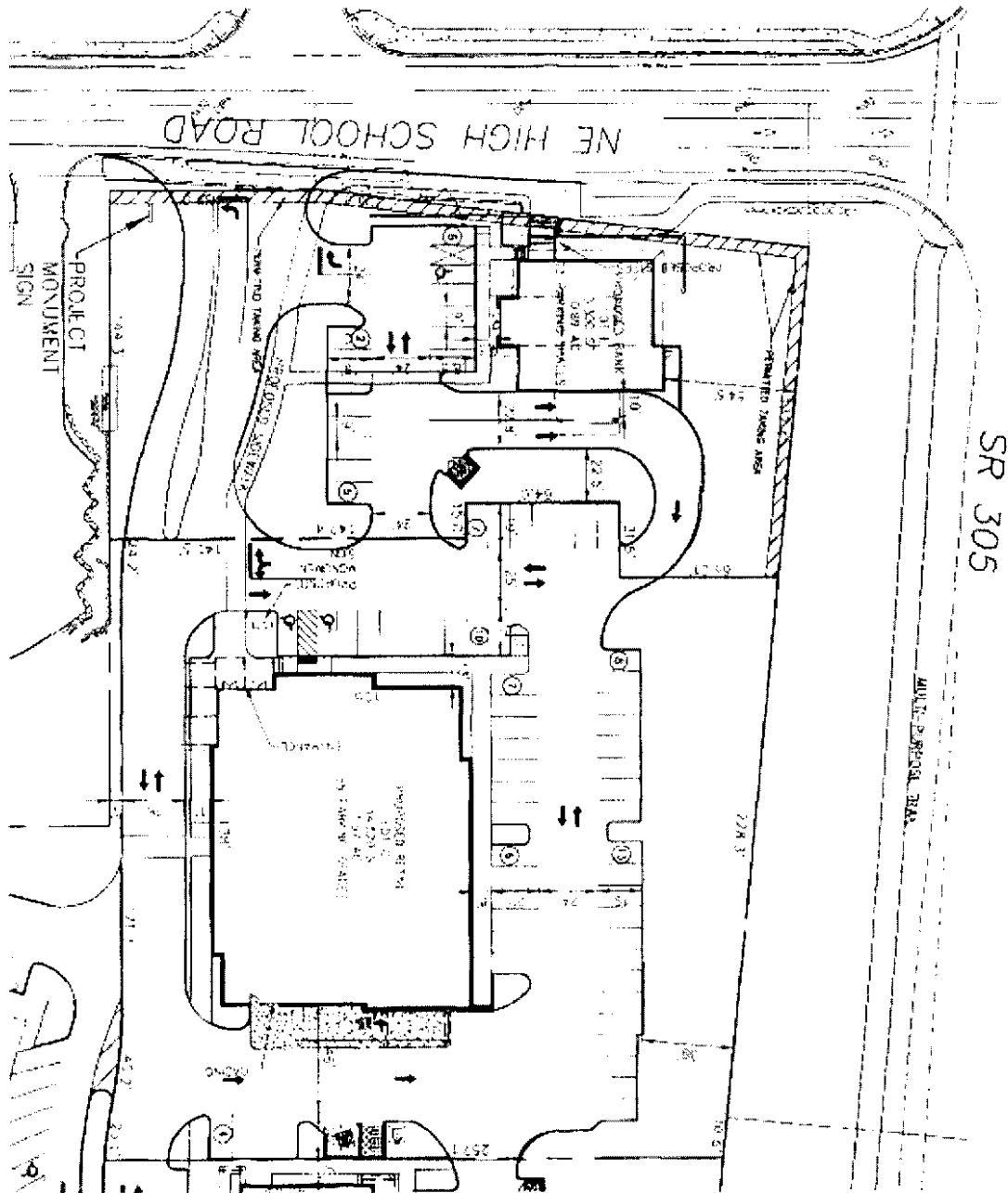
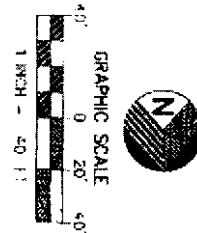
Stephen P. Mixter
 Notary Public for the indicated State

My Commission Expires: _____

Exhibit A-1

Depiction of Land

[See attached]



SHEET NO.
EX A-1

PROJECT NO. 100-001
DWG NAME 100-001-01
DWG SCALE 1/8" = 1'-0"
DRAWN BY J. SMITH
CHECKED BY J. SMITH
DATE DRAWN 6/27/13
REVISION

KEYBANK SITE PLAN
EXHIBIT A-1
NEC SR 305 & NE HIGH SCHOOL ROAD
BAINBRIDGE, WA



Exhibit A-2**Legal Description of Land****RESULTANT PARCELS**

That portion of the Southeast quarter of the Southwest quarter of Section 23, Township 25 North, Range 2 East, W.M., City of Bainbridge Island, Kitsap County, Washington, described as follows:

Beginning at the South quarter corner of said Section 23;
 Thence along the South line of said Section 23, North 88°50'51" West 659.40 feet to the Southeast corner of the Southwest quarter of the Southeast quarter of the Southwest quarter of said Section 23;
 Thence leaving said South line and along the East line of the West one-half of the Southeast quarter of the Southwest quarter of said Section 23, North 01°15'35" East 877.93 feet to the South line of the North 443.92 feet of said Northwest quarter of the Southeast quarter of the Southwest quarter;
 Thence along said South line, North 88°47'19" West 313.09 feet;
 Thence leaving said South line, Southerly on a 323.50 foot radius curve to the left, the center of which bears South 88°54'28" East through a central angle of 25°39'56", an arc distance of 144.91 feet;

(description continued on next page)

Resultant Parcel E (continued)

Thence South 24°34'24" East 49.23 feet;
 Thence Southerly on a 71.79 foot radius curve to the right, the center of which bears South 65°25'36" West through a central angle of 09°43'33", an arc distance of 12.19 feet;
 Thence South 14°50'51" East 81.83 feet;
 Thence Southerly on a 126.50 foot radius curve to the right, the center of which bears South 75°09'09" West through a central angle of 16°00'00", an arc distance of 35.33 feet;
 Thence South 01°09'09" West 114.11 feet;
 Thence Southerly on a 195.50 foot radius curve to the right, the center of which bears North 88°50'51" West through a central angle of 11°33'04", an arc distance of 39.41 feet;
 Thence Southerly on a 199.50 foot radius curve to the left, the center of which bears North 77°17'47" West through a central angle of 11°33'04", an arc distance of 40.22 feet;
 Thence South 01°09'09" West 171.25 feet;
 Thence Southerly on a 215.50 foot radius curve to the left, the center of which bears North 88°50'51" West through a central angle of 06°26'20", an arc distance of 24.22 feet;
 Thence South 88°50'51" East 5.92 feet to the True Point of Beginning;
 Thence South 01°15'35" West 144.31 feet to the North right of way of NE High School Road
 Thence along said North right of way, North 88°50'51" West 85.00 feet
 Thence continuing along said North right of way, South 01°15'35" West 0.44 feet;
 Thence continuing along said North right of way, North 82°03'16" West 206.62 feet to the East right of way of State Highway 305;
 Thence along said East right of way, North 06°36'24" East 137.43 feet;
 Thence leaving said East right of way, South 88°50'51" East 66.01 feet
 Thence South 01°09'09" West 31.50 feet;
 Thence South 88°50'51" East 64.00 feet;
 Thence North 01°09'09" East 15.00 feet;
 Thence South 88°50'51" East 147.37 feet to the True Point of Beginning;

Subject to and Together with easements, restrictions, and reservations of record.

Exhibit A-3**Legal Description of Project****VISCONSI CONSOLIDATED PROPERTY LEGAL DESCRIPTION**

That portion of the Southeast quarter of the Southwest quarter of Section 23, Township 25 North, Range 2 East, W.M., City of Bainbridge Island, Kitsap County, Washington, described as follows:

Beginning at the South quarter corner of said Section 23:

Thence along the South line of said Section 23, North 88°50'51" West 659.40 feet to the Southeast corner of the Southwest quarter of the Southeast quarter of the Southwest quarter of said Section 23;

Thence leaving said South line and along the East line of the West one-half of the Southeast quarter of the Southwest quarter of said Section 23, North 01°15'35" East 30.00 feet to the North right of way of NE High School Road and the True Point of Beginning;

Thence continuing along said East line, North 01°15'35" East 847.93 feet to the South line of the North 443.92 feet of said Northwest quarter of the Southeast quarter of the Southwest quarter;

Thence along said North line, North 88°47'19" West 470.22 feet to the East right of way of State Highway 305;

Thence Southerly along said right of way on a 2964.79 foot radius curve to the right, the center of which bears South 88°58'19" West through a central angle of 06°26'05", an arc distance of 332.97 feet;

Thence continuing Southerly on said right of way on a decreasing offset spiral curve to the right, a resultant spiral chord of South 06°12'12" West 122.09 feet;

Thence continuing on said right of way, South 06°36'24" West 365.71 feet to the said North right of way of NE High School Road;

Thence along said North right of way, South 82°03'16" East 206.62 feet;

Thence continuing along said North right of way, North 01°15'35" East 0.44 feet;

Thence continuing along said North right of way, South 88°50'51" East 85.00 feet;

Thence leaving said North right of way, North 01°15'35" East 264.00 feet;

Thence South 88°50'51" East 200.00 feet;

Thence South 01°15'35" West 270.00 feet to the said North right of way;

Thence along said North right of way, South 88°50'51" East 30.00 feet to the True Point of Beginning.

Legal Descriptions

Assessor's Account No. 232502-3-026-2002

That portion of the Southwest quarter of the Southeast quarter of the Southwest quarter of Section 23, Township 25 North, Range 1 East, W.M., City of Bainbridge Island, Kitsap County, Washington, described as follows:
Beginning at the Northeast corner of said subdivision; thence North 88°48'53" West 200 feet; thence South 01°16'50" West 200 feet; thence South 88°48'53" East 200 feet; thence North 01°16'50" East 200 feet to the Point of Beginning.

Assessor's Account No. 232502-3-027-2001

Lot A of Kitsap County Short Subdivision No. 3083 as recorded under Kitsap County Auditor's File No. 8309070094, being a portion of the Southwest quarter of the Southeast quarter of the Southwest quarter of Section 23, Township 25 North, Range 2 East, W.M., City of Bainbridge Island, Kitsap County, Washington.

Assessor's Account No. 232502-3-030-2006

That portion of the Southeast quarter of the Southwest quarter of Section 23, Township 25 North, Range 2 East, W.M., in Kitsap County, Washington, described as follows:
Beginning at the Southeast corner of the Southwest quarter of the Southwest quarter of the Southwest quarter of said Section 23; thence 230 feet West to the True Point of Beginning; thence North 300 feet; thence West 51.92 feet; thence Southwest 105 feet 2 inches to a point 85 feet West and 200 feet North of the True Point of Beginning; thence South 200 feet; thence East 85 feet to the True Point of Beginning.

Assessor's Account No. 232502-3-036-2000

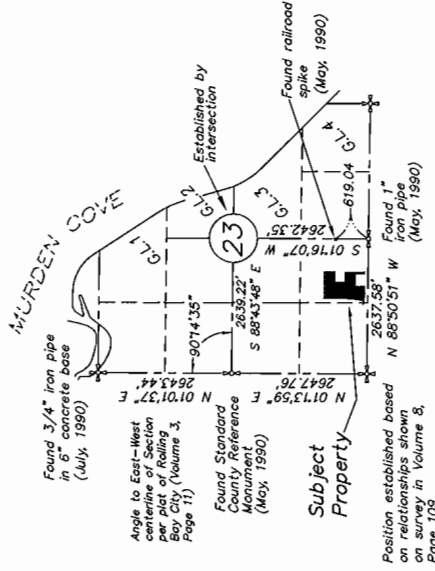
That portion of the West half of the Southwest quarter of the Southwest quarter of Section 23, Township 25 North, Range 2 East, W.M., City of Bainbridge Island, Kitsap County, Washington, described as follows:
Beginning at the South quarter corner of said Section 23; thence along the South line of Section 23, North 88°50'57" West 659.38 feet; thence North 01°16'50" East along the East line of said subdivision, 660.77 feet to the Southeast corner of the North half of said subdivision and the True Point of Beginning; thence continuing North 01°16'50" East 660.77 feet to the Northeast corner of said subdivision; thence along the North line of said subdivision, North 88°46'59" West 522.11 feet to the Easterly right of way of a curve to the right the center of which bears South 80°19'33" West 2965 feet, an arc distance of 743.59 feet; thence leaving said right of way South 88°48'43" East 273.46 feet; thence North 01°16'50" East 81.03 feet to the South line of the North half of said subdivision; thence along the South line, South 88°48'53" East 200 feet to the True Point of Beginning. Except the North 443.92 feet as measured along the East line of said subdivision.

Assessor's Account No. 232502-3-043-2001

Lot B of Kitsap County Short Subdivision No. 3083 as recorded under Kitsap County Auditor's File No. 8309070094, being a portion of the Southwest quarter of the Southeast quarter of the Southwest quarter of Section 23, Township 25 North, Range 2 East, W.M., City of Bainbridge Island, Kitsap County, Washington.

Notes

- 1) This survey was accomplished by field traverse with a three second total station.
- 2) This survey conforms to the minimum field traverse standards for land boundary surveys as listed in WAC 332-130-080.
- 3) This drawing does not purport to show all easements, restrictions and reservations appurtenant to or encumbering the subject property.
- 4) This survey is based on the legal descriptions of record. The boundaries were not inspected for encroachments or evidence of unwritten rights under this contract except where noted.
- 5) Refer to the survey recorded in Volume 44 of surveys, Page 186, records of Kitsap County, Washington.
- 6) This survey and the information thereon is for the sole use of the clients under this contract.



Section Subdivision
and
Indexing Vicinity Map
Section 23, T.25N., R.2E., W.M.
(no scale)



SURVEYOR'S CERTIFICATE
This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Survey Recording Act at the request of:
Deschamps Realty
In August, 2007.

AUDITOR'S CERTIFICATE
Filed for record this 14th day of November, 2007 at the request of Adam & Goldsworthy, Inc.
Auditor's File No. 200711190171
Survey No. SE SW 23 25 021 0004
Volume 44 of surveys, Page 181-182
Counted 11 by W. J. Lutz
County Auditor Deputy Auditor

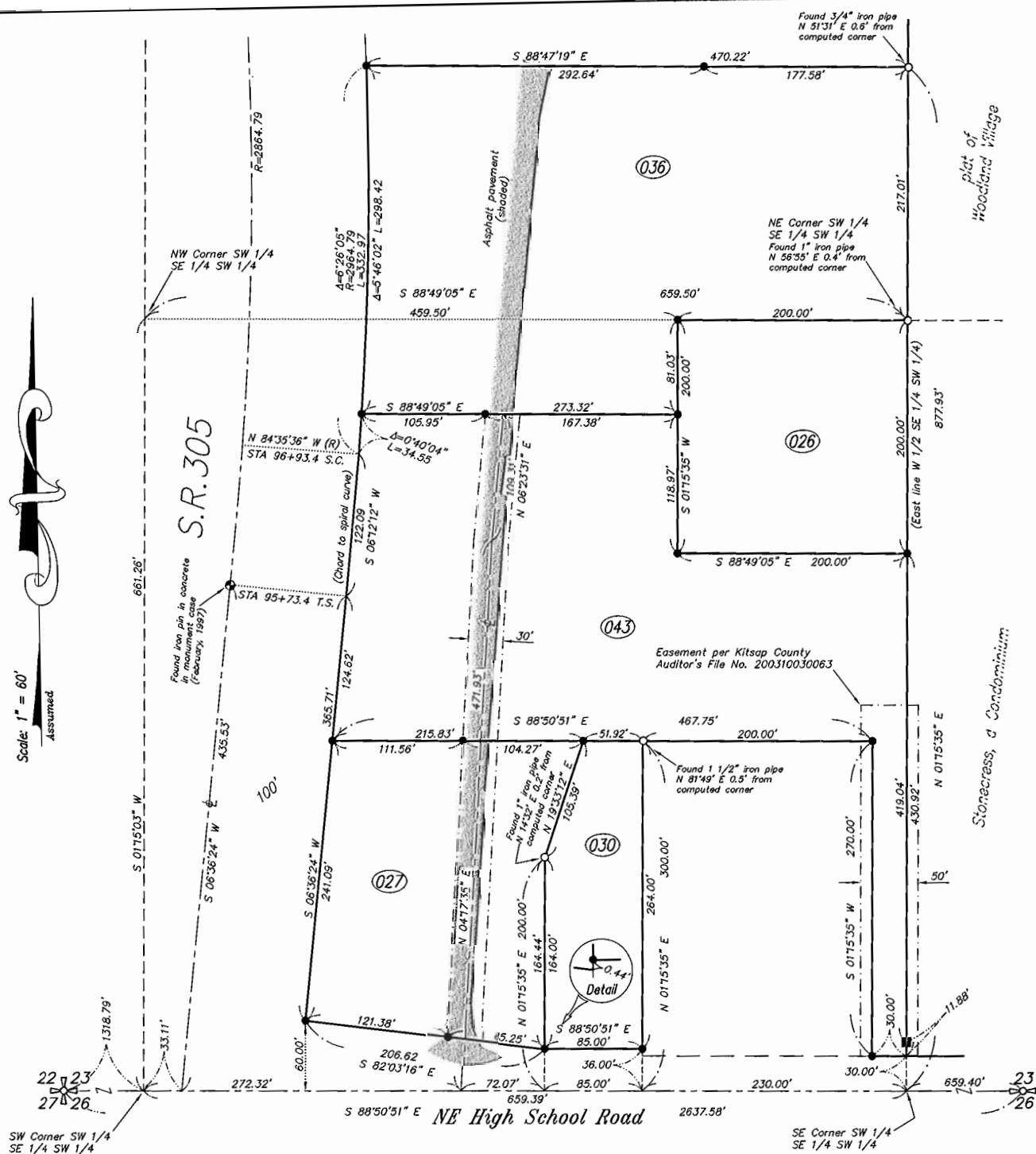
a survey of a portion of
Southeast 1/4, Southwest 1/4
SEC.23, T.25N., R.2E., W.M.
City of Bainbridge Island, Kitsap County, Washington

ADAM & GOLDSWORTHY, INC.
LAND SURVEYING
1015 NE HOSTMARK STREET (360)779-4299
POULSBORO, WA 98370 (206)842-9598
DATE 10/3/07 DWG. NO. 4408SI FIELD BOOK 1004/9-21 SHEET 1/2

200711190171

69-101

Scale: 1" = 60'
Assumed



Legend

- = Set 3/4" iron pipe and lot stake
- = Found point as noted
- ⊙ = Found monument as noted
- = Set concrete nail in seam in concrete sidewalk

(010) = Kitsap County Assessor's Tax Parcel I.D. Number

a survey of a portion of
**Southeast 1/4 Southwest 1/4
Sec. 23, T. 25N., R. 2E., W.M.**

City of Bainbridge Island, Kitsap County, Washington

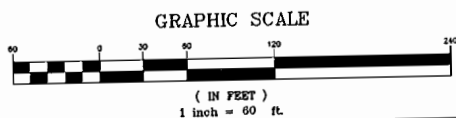
Prepared for:
Deschamps Realty and Associates, Inc.

**ADAM
&**

**GOLDSWORTHY, INC.
LAND SURVEYING**

1015 NE HOSTMARK ST. (360) 779-4299
POULSBORO, WA 98370 (206) 842-9598

DATE 10/3/07 FIELD BOOK 1004/B-21
DRAWING 440852 SHEET 2/2



69-182

200711190171