



City of Bainbridge Island

APR 09 2018

Planning and  
Community Development

**Thank you for your transaction!**

We have generated an electronic copy of your file for you. Within you will find both the preliminary title commitment and historical documents on your transaction; they are designed such that you can navigate between the commitment and related documentation with greater ease.

The navigation bar along the left can be used to go directly to bookmarked pages in the file. If you have questions or desire further information or clarification on your file, contact the title unit by clicking one of the links below.

**Title Department Contacts:**

**Title Department Phone:** (360) 307-6308 / **Fax:** (360) 307-6384

**Andy Buskirk** - Title Officer [ABuskirk@pnwtkitsap.com](mailto:ABuskirk@pnwtkitsap.com)

**Mike Mjelde** - Senior Title Officer [MikeMjelde@pnwtkitsap.com](mailto:MikeMjelde@pnwtkitsap.com)

**Marian Scott** - Senior Title Officer [MarianS@pnwtkitsap.com](mailto:MarianS@pnwtkitsap.com)

**Lori Bullard** - Senior Title Officer, Title Manager [LoriB@pnwtkitsap.com](mailto:LoriB@pnwtkitsap.com)

**Julie Goodman** - Chief Title Officer [JGoodman@pnwtkitsap.com](mailto:JGoodman@pnwtkitsap.com)

**Shelley Hill** - Recording/Title Technician [ShelleyH@pnwtkitsap.com](mailto:ShelleyH@pnwtkitsap.com)

**We appreciate this opportunity to be of service to you!**

E-Mail: [<TitleUnit@pnwtkitsap.com>](mailto:TitleUnit@pnwtkitsap.com)

Web Site: [<http://www.pnwtkitsap.com>](http://www.pnwtkitsap.com)

2021 NW Myhre Road, Suite 300, PO Box 3607, Silverdale, WA 98383



Title Insurance  
Escrow Service  
Real Estate Resources

## Our Privacy Policy

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.


**WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE.**

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

*Thank you for choosing Pacific Northwest Title. We value you as a customer and appreciate the opportunity to serve you.*

**Silverdale**  
360-692-4141  
2021 Myhre Road NW Suite 300  
Silverdale, WA 98383

**Bainbridge Island**  
206-842-2082  
921 Hildebrand, Suite 200  
Bainbridge Island, WA 98110

 <b>First American Title™</b>	<b>Subdivision Guarantee</b> ISSUED BY <b>First American Title Insurance Company</b>
<b>Guarantee</b>	GUARANTEE NUMBER <b>5003353-0002170e</b>

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND THE CONDITIONS AND STIPULATIONS OF THIS GUARANTEE,

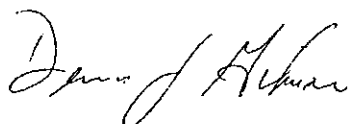
**FIRST AMERICAN TITLE INSURANCE COMPANY**  
a Nebraska corporation, herein called the Company

**GUARANTEES**

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability stated in Schedule A, which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

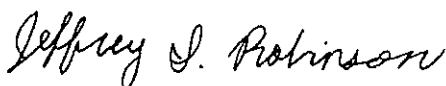
**First American Title Insurance Company**

For Reference:



Dennis J. Gilmore  
President

File #: 32164708



Jeffrey S. Robinson  
Secretary

This jacket was created electronically and constitutes an original document

# SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
  - (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
  - (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
  - (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
  - (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
  - (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
  - (c) The identity of any party shown or referred to in Schedule A.
  - (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

## GUARANTEE CONDITIONS AND STIPULATIONS

1. **Definition of Terms.**  
The following terms when used in the Guarantee mean:
  - (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
  - (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
  - (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
  - (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
  - (e) "date": the effective date.
2. **Notice of Claim to be Given by Assured Claimant.**  
An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.
3. **No Duty to Defend or Prosecute.**  
The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.
4. **Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.**  
Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:
  - (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
  - (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
  - (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

#### 5. Proof of Loss or Damage.

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

#### 6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

#### (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

#### (b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

#### 7. Determination and Extent of Liability.

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A or in Part 2;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and

Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or

(c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

**8. Limitation of Liability.**

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

**9. Reduction of Liability or Termination of Liability.**

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

**10. Payment of Loss.**

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

**11. Subrogation Upon Payment or Settlement.**

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

**12. Arbitration.**

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

**13. Liability Limited to This Guarantee; Guarantee Entire Contract.**

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

**14. Notices, Where Sent.**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707 [Claims.NIC@firstam.com](mailto:Claims.NIC@firstam.com) Phone: 888-632-1642 Fax: 877-804-7606

# Pacific Northwest Title

*Agent for First American Title Insurance Company*  
2021 NW Myhre Road, Suite 300 · P.O. Box 3607  
Silverdale, Washington 98383  
(360) 692-4141 · Fax (360) 692-8001  
<http://www.pnwtkitsap.com>

## Subdivision Guarantee

Central Highlands, Inc.  
Post Office Box 2879  
Poulsbo, WA 98370  
Customer Ref: Wallace Cottages, LLC

Order No.: 32164708  
Liability: \$ 2,000.00  
Fee: \$ 400.00  
Tax: \$ 36.00

Guarantee No.: 5003353-0002170e

Reference: 272502-1-023-2005, 272502-1-153-2007, 272502-1-154-2006, 272502-1-155-2005

Assured: Central Highlands, Inc.

This is a Subdivision Guarantee as of **March 30, 2018** at 8:00 a.m. for a plat of the following property:

### Parcel I:

That portion of the Northeast quarter of the Northeast quarter, Section 27, Township 25 North, Range 2 East, W.M., in Kitsap County, Washington, described as follows:  
Commencing at a point 264 feet West of the Southeast corner of the Southeast quarter of the Northeast quarter of the Northeast quarter of Section 27; thence West 132 feet; thence North 165 feet; thence East 132 feet; thence South 165 feet to the point of beginning;

Together with the South 15 feet of the following described property:  
That portion of the Northeast quarter of the Northeast quarter of Section 27, Township 25 North, Range 2 East, W.M., in Kitsap County, Washington, described as follows:  
Beginning at the Southeast corner of said Northeast quarter of the Northeast quarter; thence West 264 feet; thence North 165 feet; thence East 264 feet; thence South 165 feet to the point of beginning;

Except that portion on the East for Madison Avenue;

And except that portion conveyed to the City of Winslow in Quit Claim Deed recorded under Auditor's File No. 8003270082.

### Parcel II:

Lots B, C and D of City of Bainbridge Island Short Plat No. 06-07-91-1 (BI-1/W-78), recorded in Volume 8 of Short Plats, Page 47, under Auditor's File Nos. 9204280006 and 9204280007, being a portion of the Southeast quarter of the Northeast quarter of Section 27, Township 25 North, Range 2 East, W.M., in Kitsap County, Washington.

...This paragraph continues on the next page...

**Parcel IIA:**

An easement for access and utilities as described and delineated in instruments recorded under Auditor's File Nos. 9204280006 and 9204280007, being a portion of the Southeast quarter of the Northeast quarter of Section 27, Township 25 North, Range 2 East, W.M., in Kitsap County, Washington.

The abbreviated legal description is provided to enable the document preparer to conform with the requirements of RCW 65.04.045:

Parcel I: Ptn NE/NE, Section 27, Township 25 North, Range 2 East  
Parcel II: Lots B, C & D, Bainbridge Island, Short Plat No. 06-07-91-1 (BI-1/W-78) AF Nos. 9204280006, Ptn SE/NW, Section 27, Township 25 North, Range 2 East

This Company certifies that record title is vested in:

**Wallace Cottages, LLC, a Washington limited liability company**

Free from all liens, encumbrances and objections, except as follows:

1. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as disclosed by instruments recorded on August 2, 1976, under Kitsap County Auditor's File Nos. 1139888 and 1141030.  
In favor of: City of Winslow  
For: Sanitary sewers  
Affects: The South 15 feet of Parcel I
2. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as disclosed by instrument recorded on August 30, 1976, under Kitsap County Auditor's File No. 1142864.  
In favor of: City of Winslow  
For: Sanitary sewers  
Affects: The North 15 feet of Lot D of Parcel II
3. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as disclosed by instrument recorded on August 30, 1976, under Kitsap County Auditor's File No. 1142864.  
In favor of: City of Winslow  
For: Temporary construction  
Affects: The North 20 feet of Lot D of Parcel II
4. Easement for electric transmission and distribution line, and the terms and conditions thereof, together with necessary appurtenances, as granted by instrument recorded on March 14, 1994, under Kitsap County Auditor's File No. 9403140042.  
To: Puget Sound Power and Light Company  
Affects: Portions of Parcel II

Said instrument is a re-recording of instrument recorded May 22, 1992 under Auditor's File No. 9205220037.



5. Easement, agreement and terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as disclosed by instrument recorded on March 26, 2001, under Kitsap County Auditor's File No. 200103260191.

For: Grant of Emergency Vehicle Access Easement and Development  
Limitations

Easement Affects: A portion of Lot B of Parcel II

Affects: Lot B of Parcel II

6. Covenants, conditions, restrictions, easements and matters delineated, described and noted, if any, in short plat:

Recorded: April 28, 1992

Auditor's File Nos.: 9204280006 and 9204280007

Recital without providing any specific detail on face of Short Plat regarding potential encroachment along North boundary of Lot D:

"Southerly edge of yard. Note: Potential possessory interest of property [owner] to North."

Affects: Parcel II

7. Boundary Adjustment and the terms and conditions thereof:

Recorded: April 23, 1997

Auditor's File No.: 3013969

Affects: Parcel I

8. General and Special Taxes and Charges: First half delinquent May 1; Second half delinquent November 1:

Year: 2018  
Amount Billed: \$2,250.80  
Amount Paid: \$0.00  
Amount Due: \$2,250.80  
Tax Account Number: 272502-1-023-2005  
Levy Code: 0215  
Assessed Value: \$208,100.00

Note: If this transaction involves a mobile home, move permit or the recording of a plat, short plat or boundary line adjustment, payment of taxes in full, payment of taxes not yet delinquent and possibly not yet billed may be required. For further questions please contact the Kitsap County Treasurer at (360) 337-4939.

Affects: Parcel I

9. General and Special Taxes and Charges: First half delinquent May 1; Second half delinquent November 1:

Year: 2018  
Amount Billed: \$2,304.96  
Amount Paid: \$1,152.48  
Amount Due: \$1,152.48  
Tax Account Number: 272502-1-153-2007  
Levy Code: 0215  
Assessed Value: \$213,110.00

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Note: If this transaction involves a mobile home, move permit or the recording of a plat, short plat or boundary line adjustment, payment of taxes in full, payment of taxes not yet delinquent and possibly not yet billed may be required. For further questions please contact the Kitsap County Treasurer at (360) 337-4939.

Affects: Lot B of Parcel II

10. General and Special Taxes and Charges: First half delinquent May 1; Second half delinquent November 1:
- |                     |                   |
|---------------------|-------------------|
| Year:               | 2018              |
| Amount Billed:      | \$2,304.96        |
| Amount Paid:        | \$1,152.48        |
| Amount Due:         | \$1,152.48        |
| Tax Account Number: | 272502-1-154-2006 |
| Levy Code:          | 0215              |
| Assessed Value:     | \$213,110.00      |

Note: If this transaction involves a mobile home, move permit or the recording of a plat, short plat or boundary line adjustment, payment of taxes in full, payment of taxes not yet delinquent and possibly not yet billed may be required. For further questions please contact the Kitsap County Treasurer at (360) 337-4939.

Affects: Lot C of Parcel II

11. General and Special Taxes and Charges: First half delinquent May 1; Second half delinquent November 1:
- |                     |                   |
|---------------------|-------------------|
| Year:               | 2018              |
| Amount Billed:      | \$2,304.96        |
| Amount Paid:        | \$1,152.48        |
| Amount Due:         | \$1,152.48        |
| Tax Account Number: | 272502-1-155-2005 |
| Levy Code:          | 0215              |
| Assessed Value:     | \$213,110.00      |

Note: If this transaction involves a mobile home, move permit or the recording of a plat, short plat or boundary line adjustment, payment of taxes in full, payment of taxes not yet delinquent and possibly not yet billed may be required. For further questions please contact the Kitsap County Treasurer at (360) 337-4939.

Affects: Lot D of Parcel II

12. Local improvement assessments, and/or special assessment, if any, levied by the City of Bainbridge Island.  
Investigation should be made with the city for any amounts due or past due, if any at (206) 842-7633.
13. Notice of possible (present and future) tap or connection charges levied, or to be levied, by City of Winslow, notice of which is given by instruments recorded June 7, 1979 and July 10, 1979, under Kitsap County Auditor's File Nos. 7906070116 and 7907100114.

14. Deed of Trust, and the terms and conditions thereof:  
Grantor: Wallace Cottages, LLC, a Washington limited liability company  
Trustee: FCB Real Estate Services, LLC  
Beneficiary: Kitsap Bank  
Amount: \$956,000.00, plus interest  
Dated: September 18, 2017  
Recorded: September 21, 2017  
Auditor's File No.: 201709210001
15. Matters delineated, described and noted on Survey recorded May 28, 1993, in Volume 39, Page 36, under Auditor's File No. 9305280094.

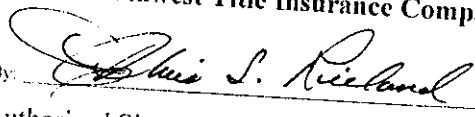
Note 1: Surveys of the herein described property and/or adjoining property were recorded under Kitsap County Auditor's File Nos. 9608270305, 9610110147, 9701270064, 3013985, 200112030029 and 201611080062.

This Company further certifies that all taxes and assessments levied and chargeable have been fully paid except as noted.

The liability of Pacific Northwest Title Company of Kitsap County, Inc., under this Subdivision Guarantee is limited to the Liability amount shown above.

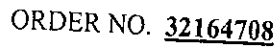
Pacific Northwest Title Insurance Company

By:



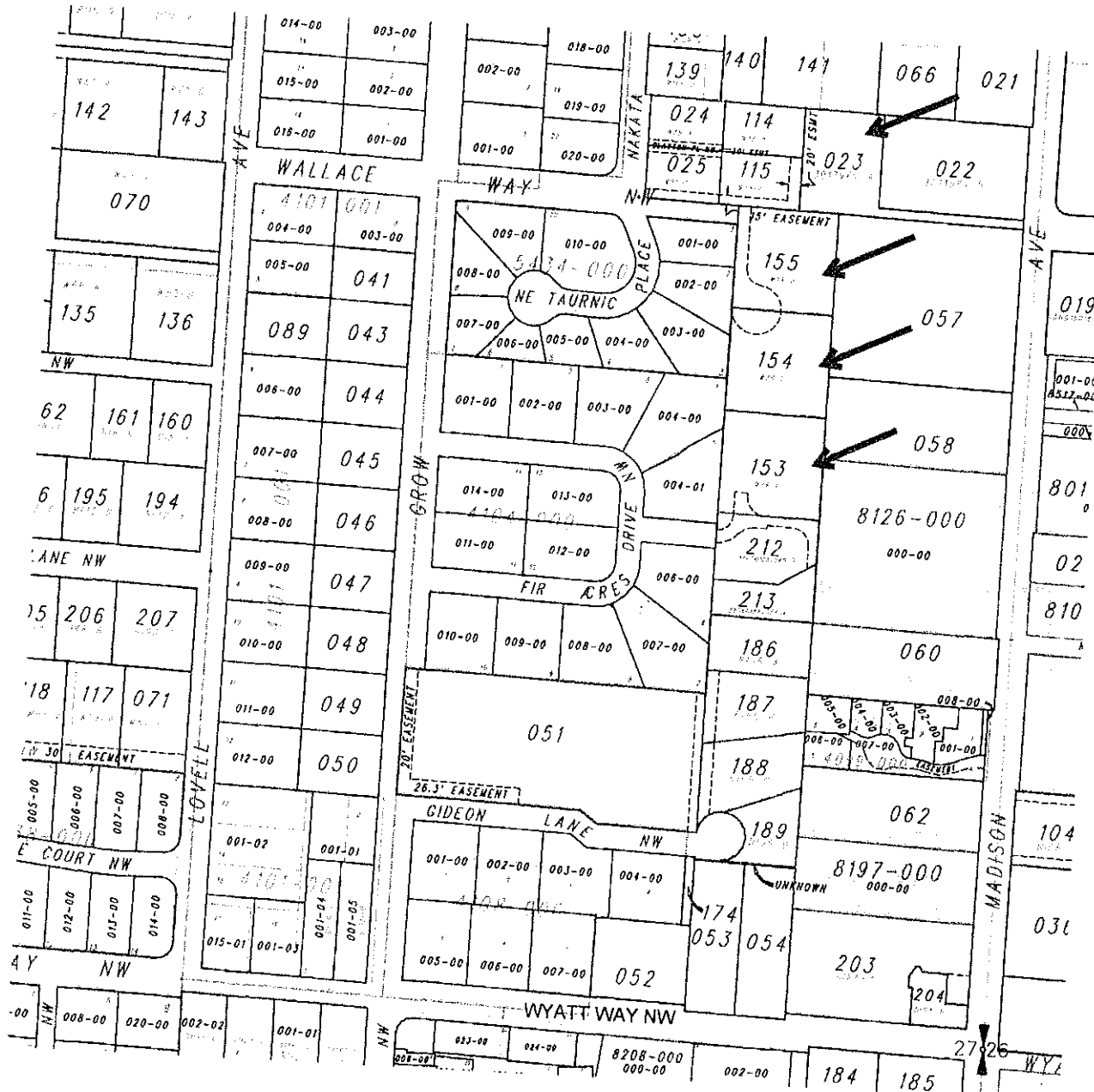
Authorized Signatory

cc: AES Consultants, Inc.  
Attn: Steve Ottmar (Email only)



**IMPORTANT:** This is not a Plat of Survey. It is furnished as a convenience to locate the land indicated hereon with reference to streets and other land. No liability is assumed by reason of reliance hereon.

Portion of Section 27, Township 25 North, Range 2 East, W.M.



AFTER RECORDING MAIL TO:

Wallace Cottages, LLC  
P O Box 2879  
Poulsbo, WA. 98370

PACIFIC NW TITLE 201709080199  
Quit Claim Deed Rec Fee: \$ 75.00  
09/06/2017 03:25 PM Page: 1 of 2  
Dolores Gilmore, Kitsap Co Auditor

Filed for Record at Request of  
Pacific Northwest Title  
Escrow Number: 37025888  
Title Order Number: 32157997

PACIFIC NW TITLE 201707240173  
Quit Claim Deed Rec Fee: \$ 75.00  
07/24/2017 02:02 PM Page: 1 of 2  
Dolores Gilmore, Kitsap Co Auditor

### QUIT CLAIM DEED

"This document is being re-recorded to correct name of grantee"

Grantors: Central Highlands, Inc.

Grantee: Wallace Cottages, LLC

Abbreviated Legal:

Parcel I: Ptn NE/NE, Section 27, Township 25 North, Range 2 East

Parcel II: Lots B, C & D, Bainbridge Island Short Plat No. 06-07-91-1 (BI-1/W-78),  
AF

Nos. 9204280006 & 9204280007, Ptn SE/NE, Section 27, Township 25

North,

Range 2 East

Assessor's Tax Parcel Number(s): 272502-1-153-2007, 272502-1-154-2006, 272502-1-155-2005, 272502-1-023-2005

THE Grantors Central Highlands, Inc., a Washington Corporation for and in consideration of nominee WAC458-61A-214 in hand paid, conveys and quit claims to Wallace Cottages, LLC, a Washington limited liability company, the following described real estate, situated in the County of Kitsap, State of Washington, together with all after acquired title of the Grantor(s) herein:

AS SET FORTH IN EXHIBIT "A" ATTACHED WHICH BY THIS REFERENCE IS MADE A PART  
HEREOF.

Dated: July 21st, 2017

Central Highlands, Inc.

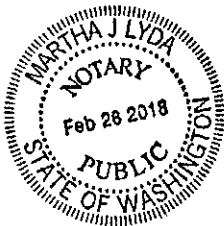
By:

David R. A. Smith, President

STATE OF Washington  
COUNTY OF Kitsap ) SS:

I certify that I know or have satisfactory evidence that David R. A. Smith  
is/are the person(s) who appeared before  
me, and said person(s) acknowledge that he signed this instrument, on oath stated He is  
is/are authorized to execute the instrument and acknowledge it as the  
President of Central Highlands, Inc.  
to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: July 21st, 2017



Martha J. Lyda  
Martha J. Lyda  
Notary Public in and for the State of Washington  
Residing at Kingston, Washington  
My appointment expires: 02/26/18

KITSAP COUNTY TREASURER EXCISE

07/24/2017

2017EX05546

Total: \$10.00

Clerk's Initial RL

LPB 12-05® rev 12/2006

KITSAP COUNTY TREASURER EXCISE

09/06/2017

2017EX07011

Total: \$10.00

Clerk's Initial HS

## EXHIBIT A

### Parcel I:

That portion of the Northeast quarter of the Northeast quarter, Section 27, Township 25 North, Range 2 East, W.M., in Kitsap County, Washington, described as follows:

Commencing at a point 264 feet West of the Southeast corner of the Southeast quarter of the Northeast quarter of the Northeast quarter of Section 27; thence West 132 feet; thence North 165 feet; thence East 132 feet; thence South 165 feet to the point of beginning;

Together with the South 15 feet of the following described property:

That portion of the Northeast quarter of the Northeast quarter of Section 27, Township 25 North, Range 2 East, W.M., in Kitsap County, Washington, described as follows:

Beginning at the Southeast corner of said Northeast quarter of the Northeast quarter; thence West 264 feet; thence North 165 feet; thence East 264 feet; thence South 165 feet to the point of beginning;

Except that portion on the East for Madison Avenue;

And except that portion conveyed to the City of Winslow in Quit Claim Deed recorded under Auditor's File No. 8003270082.

### Parcel II:

Lots B, C and D of City of Bainbridge Island Short Plat No. 06-07-91-1 (BI-1/W-78), recorded in Volume 8 of Short Plats, Page 47, under Auditor's File Nos. 9204280006 and 9204280007, being a portion of the Southeast quarter of the Northeast quarter of Section 27, Township 25 North, Range 2 East, W.M., in Kitsap County, Washington.

### Parcel IIA:

An easement for access and utilities as described and delineated in instruments recorded under Auditor's File Nos. 9204280006 and 9204280007, being a portion of the Southeast quarter of the Northeast quarter of Section 27, Township 25 North, Range 2 East, W.M., in Kitsap County, Washington.

AFTER RECORDING MAIL TO:  
Central Highlands, Inc.

P.O. Box 2879  
Poulsbo, WA 98370

Filed for Record at Request of:  
Pacific Northwest Title  
Escrow Number: 37025888  
Title Order Number: 32157997

PACIFIC NW TITLE  
Deed Reg Fee: \$ 76.00  
07/21/2017 01:53 PM  
Dolores Gilmore, Kitsap Co Auditor  
201707210198  
Page: 1 of 4

### Statutory Warranty Deed

Grantors: Health Poconos, Inc. and Extendicare Homes, Inc.  
Grantee: Central Highlands, Inc.  
Abbreviated Legal:

Parcel I: Ptn NE/NE, Section 27, Township 25 North, Range 2 East  
Parcel II: Lots B, C & D, Bainbridge Island Short Plat No. 06-07-91-1 (BI-1/W-78), AF  
Nos. 9204280006 & 9204280007, Ptn SE/NE, Section 27, Township 25 North,  
Range 2 East

Additional legal(s) on page: 2  
Assessor's Tax Parcel Number(s): 272502-1-153-2007, 272502-1-154-2006, 272502-1-155-2005, 272502-1-023-  
2005

THE Grantor Health Poconos, a Pennsylvania corporation, as to Parcel II and a portion of Parcel I, and  
Extendicare Homes, Inc., who is also known as Extendicare Homes, LLC and formerly known as Unicare  
Homes, Inc., a Washington corporation, as to the remainder of Parcel I for and in consideration of TEN  
DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants  
to Central Highlands, Inc., a Washington Corporation the following described real estate, situated in the County  
of Kitsap, State of Washington.

As Set Forth In Exhibit "A" Attached Which By This Reference Is Made A Part Hereof.

Subject To:

As Set Forth In Exhibit "A" Attached Which By This Reference Is Made A Part Hereof.

Dated July 14<sup>th</sup>, 2017

Health Poconos, Inc.

Scott Brown  
By: Scott Brown, Vice President/Secretary

Extendicare Homes, Inc.

Scott Brown  
By: Scott Brown, Manager

KITSAP COUNTY TREASURER EXCISE  
2017EX05505

Total: \$26,705.00

07/21/2017

Clerk's Initial PL

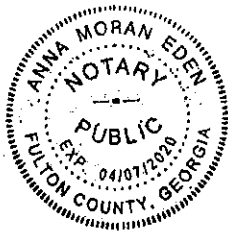
STATE OF GA  
COUNTY OF FULTON } SS:

I certify that I know or have satisfactory evidence that Scott Brown  
is the person (s) who appeared before  
me, and said person(s) acknowledge that he signed this instrument, on oath stated he  
is authorized to execute the instrument and acknowledge it as the  
Vice President/Secretary of Health Poconos, Inc.  
to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: 7/19/17

*Anna Moran Eden*

Notary Public in and for the State of GA  
Residing at 3500 LENOX RD, ATLANTA, GA 30326  
My appointment expires: 4/1/20



STATE OF GA  
COUNTY OF FULTON } SS:

I certify that I know or have satisfactory evidence that Scott Brown  
is the person (s) who appeared before  
me, and said person(s) acknowledge that he signed this instrument, on oath stated he  
is authorized to execute the instrument and acknowledge it as the  
Manager of Extendicare Homes, LLC  
to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: 7/19/17

*Anna Moran Eden*

Notary Public in and for the State of GA  
Residing at 3500 LENOX RD, ATLANTA, GA 30326  
My appointment expires: 4/1/20





## EXHIBIT A

### Parcel I:

That portion of the Northeast quarter of the Northeast quarter, Section 27, Township 25 North, Range 2 East, W.M., in Kitsap County, Washington, described as follows:  
Commencing at a point 264 feet West of the Southeast corner of the Southeast quarter of the Northeast quarter of the Northeast quarter of Section 27; thence West 132 feet; thence North 165 feet; thence East 132 feet; thence South 165 feet to the point of beginning;

Together with the South 15 feet of the following described property:

That portion of the Northeast quarter of the Northeast quarter of Section 27, Township 25 North, Range 2 East, W.M., in Kitsap County, Washington, described as follows:  
Beginning at the Southeast corner of said Northeast quarter of the Northeast quarter; thence West 264 feet; thence North 165 feet; thence East 264 feet; thence South 165 feet to the point of beginning;

Except that portion on the East for Madison Avenue;

And except that portion conveyed to the City of Winslow in Quit Claim Deed recorded under Auditor's File No. 8003270082.

### Parcel II:

Lots B, C and D of City of Bainbridge Island Short Plat No. 06-07-91-1 (BI-1/W-78), recorded in Volume 8 of Short Plats, Page 47, under Auditor's File Nos. 9204280006 and 9204280007, being a portion of the Southeast quarter of the Northeast quarter of Section 27, Township 25 North, Range 2 East, W.M., in Kitsap County, Washington.

### Parcel IIA:

An easement for access and utilities as described and delineated in instruments recorded under Auditor's File Nos. 9204280006 and 9204280007, being a portion of the Southeast quarter of the Northeast quarter of Section 27, Township 25 North, Range 2 East, W.M., in Kitsap County, Washington.

### SUBJECT TO:

Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as disclosed by instruments recorded on August 2, 1976, under Kitsap County Auditor's File Nos. 1139888 and 1141030.  
In favor of: City of Winslow  
For: Sanitary sewers  
Affects: The South 15 feet of Parcel I

Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as disclosed by instrument recorded on August 30, 1976, under Kitsap County Auditor's File No. 1142864.  
In favor of: City of Winslow  
For: Sanitary sewers  
Affects: The North 15 feet of Lot D of Parcel II

Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as disclosed by instrument recorded on August 30, 1976, under Kitsap County Auditor's File No. 1142864.  
In favor of: City of Winslow  
For: Temporary construction  
Affects: The North 20 feet of Lot D of Parcel II

Easement for electric transmission and distribution line, and the terms and conditions thereof, together with necessary appurtenances, as granted by instrument recorded on March 14, 1994, under Kitsap County Auditor's File No. 9403140042.  
To: Puget Sound Power and Light Company  
Affects: Portions of Parcel II

Exhibit "A" Continued

Said instrument is a re-recording of instrument recorded May 22, 1992 under Auditor's File No. 9205220037.

Easement, agreement and terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as disclosed by instrument recorded on March 26, 2001, under Kitsap County Auditor's File No. 200103260191.

For: Grant of Emergency Vehicle Access Easement and Development Limitations

Easement Affects: A portion of Lot B of Parcel II

Affects: Lot B of Parcel II

Covenants, conditions, restrictions, easements and matters delineated, described and noted, if any, in short plat:

Recorded: April 28, 1992

Auditor's File Nos.: 9204280006 and 9204280007

Recital without providing any specific detail on face of Short Plat regarding potential encroachment along North boundary of Lot D:

"Southerly edge of yard. Potential possessory interest of property (owner) to North."

Affects: Parcel II

Affects: Parcel II

Boundary Adjustment and the terms and conditions thereof:

Recorded: April 23, 1997

Auditor's File No.: 3013969

Affects: Parcel I

Notice of possible (present and future) tap or connection charges levied, or to be levied, by City of Winslow, notice of which is given by instruments recorded June 7, 1979 and July 10, 1979, under Kitsap County Auditor's File Nos. 7906070116 and 7907100114.

Matters delineated, described and noted on Survey recorded May 28, 1993, in Volume 39, Page 36, under Auditor's File No. 9305280094.

EXCISE TAX EXEMPT

North Interceptor  
Parcel No. 73

AUG 2 1976

BILLIE EDER  
KITSAP COUNTY TREASURER

EASEMENT

THIS INDENTURE made this 28<sup>th</sup> day of July,  
1976, by and between FRANCES ETTA ALCOTT, a ~~and~~ single woman;

and

and

and

herein called the "Grantor," and the CITY OF WINSLOW, a municipal corporation of the State of Washington, herein called the "Grantee."

WITNESSETH:

That the said Grantor for and in consideration of the sum of  
\$ 99.00 to Grantor  
in hand paid by said Grantee, and other valuable consideration, receipt of which is hereby acknowledged, ~~does~~ by these presents grant, bargain, sell, convey and confirm unto the said Grantee a right-of-way easement for Sanitary Sewers with the necessary appurtenances, over, through, across and upon the following described property situate in Kitsap County, Washington, more particularly described as follows:

A fifteen foot sewer line easement over and across the South 15 feet of the following portion of the Northeast quarter, Northeast quarter, Section 27, Township 25 North, Range 2 East, W.M., Beginning 16 rods West of the Southeast corner of Northeast quarter, Northeast quarter; thence West 8 rods; thence North 10 rods; thence East 8 rods; thence South 10 rods to the Point of Beginning.

and that only such rights in the land above described shall be acquired as shall be necessary for the construction, reconstruction, alteration, operation, maintenance and repair of said Sanitary Sewers and appurtenances. That the Grantee shall have the right without prior institution of any suit or proceeding at law, at such times as may be necessary, to enter upon said property for the purposes herein described, without incurring any legal obligation or liability therefor, provided that such construction, reconstruction, alteration, operation, maintenance and repair shall be accomplished in such a manner that the private improvements existing in this right-of-way shall not be disturbed or destroyed; or in the event they are disturbed or destroyed, they will be replaced in as good a condition as they were immediately before the property was entered upon by the Grantee.

JUL 9 1976

The Grantor shall retain the right to use the surface of said easement, so long as said use does not interfere with the installation and maintenance of the sewer main and so long as no permanent buildings or structures are erected on said easement.

Together with a temporary construction easement described as follows:

No additional construction easement needed

Said temporary construction easement shall remain in force during the construction of the utility and appurtenances and until such time as the utility and appurtenances have been accepted for maintenance and operation by the City of Winslow.

This agreement shall be a covenant running with the land and shall be binding on the Grantor, its successors and assigns forever.

Frances Etta Alcott and \_\_\_\_\_  
FRANCES ETTA ALCOTT

and \_\_\_\_\_

STATE OF WASHINGTON )  
COUNTY OF KITSAP ) ss.

I, the undersigned, a Notary Public in and for the State of Washington, hereby certify that on this 28<sup>th</sup> day of July, 1976, personally appeared before me Frances Etta Alcott and \_\_\_\_\_

described in and who executed the foregoing instrument, and acknowledged that she signed and sealed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.



E. Edward P. Wright  
NOTARY PUBLIC in and for the State  
of Washington, residing at Winslow.

Filed for Record Aug 2 1976 11:11 AM  
Request of Barth Palmer  
TED WRIGHT/Kitsap County Auditor

REEL 94PR1923

North Interceptor  
Parcel No. 74

E A S E M E N T

1144030

THIS INDENTURE made this 29th day of July,  
1976, by and between TAD T. SAKUMA and Fujiko SAKUMA, his  
wife \_\_\_\_\_ and \_\_\_\_\_  
\_\_\_\_\_ and \_\_\_\_\_  
\_\_\_\_\_ and \_\_\_\_\_

herein called the "Grantor," and the CITY OF WINSLOW, a municipal corporation of the State of Washington, herein called the "Grantee,"

WITNESSETH:

That the said Grantor for and in consideration of the sum of  
\$ 123.25 to Grantor  
in hand paid by said Grantee, and other valuable consideration, receipt  
of which is hereby acknowledged, do by these presents grant, bargain,  
sell, convey and confirm unto the said Grantee a right-of-way easement  
for Sanitary Sewers with the necessary appurtenances, over, through,  
across and upon the following described property situate in Kitsap  
County, Washington, more particularly described as follows:

A fifteen foot sewer line easement over and across the South 15 feet  
of the following described portion of the Northeast quarter, Northeast  
quarter, Section 27, Township 25 North, Range 2 East, W.M., Beginning at  
the Southeast corner of the Northeast quarter, Northeast quarter; thence  
North 10 rods, thence West 16 rods; thence South 10 rods; thence East 16  
rods to the Point of Beginning.

Except roads.

EXCISE TAX EXEMPT

AUG 12 1976

BILLIE EDER  
KITSAP COUNTY TREASURER

and that only such rights in the land above described shall be acquired  
as shall be necessary for the construction, reconstruction, alteration,  
operation, maintenance and repair of said Sanitary Sewers and  
appurtenances. That the Grantee shall have the right without prior  
institution of any suit or proceeding at law, at such times as may be  
necessary, to enter upon said property for the purposes herein described,  
without incurring any legal obligation or liability therefor, provided  
that such construction, reconstruction, alteration, operation, maintenance  
and repair shall be accomplished in such a manner that the private  
improvements existing in this right-of-way shall not be disturbed or  
destroyed; or in the event they are disturbed or destroyed, they will be  
replaced in as good a condition as they were immediately before the  
property was entered upon by the Grantee.

PEL 9581192

The Grantor shall retain the right to use the surface of said easement, so long as said use does not interfere with the installation and maintenance of the sewer main and so long as no permanent buildings or structures are erected on said easement.

Together with a temporary construction easement described as follows:

No additional construction easement needed

Said temporary construction easement shall remain in force during the construction of the utility and appurtenances and until such time as the utility and appurtenances have been accepted for maintenance and operation by the City of Winslow.

This agreement shall be a covenant running with the land and shall be binding on the Grantor, its successors and assigns forever.

Tad T. Sakuma and Fujiko Sakuma  
TAD T. SAKUMA FUJIKO SAKUMA  
and

STATE OF WASHINGTON

COUNTY OF KITSAP

ss.

I, the undersigned, a Notary Public in and for the State of Washington, hereby certify that on this 29th day of July 1976, personally appeared before me Tad T. Sakuma and Fujiko Sakuma and

to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.



Edward J. Davis  
NOTARY PUBLIC in and for the State  
of Washington, residing at Winslow.

Filed for Record Aug 12 1976 at 10:45 AM  
Request of Bert Wright  
TED WRIGHT/Kitsap County Auditor  
2701 1st St. Bldg  
Seattle WA 98101

REEL 95FR1193

North Interceptor  
Parcel No. 72

EASEMENT

THIS INDENTURE made this \_\_\_\_ day of \_\_\_\_\_  
1976, by and between R. W. LINOSAY, a single man  
\_\_\_\_ and \_\_\_\_\_  
\_\_\_\_ and \_\_\_\_\_  
\_\_\_\_ and \_\_\_\_\_

herein called the "Grantor," and the CITY OF WINSLOW, a municipal corporation of the State of Washington, herein called the "Grantee."

WITNESSETH:

That the said Grantor for and in consideration of the sum of \$ 164.60 to Grantor in hand paid by said Grantee, and other valuable consideration, receipt of which is hereby acknowledged, do by these presents grant, bargain, sell, convey and confirm unto the said Grantee a right-of-way easement for Sanitary Sewers with the necessary appurtenances, over, through, across and upon the following described property situate in Kitsap County, Washington, more particularly described as follows:

The North 15 feet of the following described tract:

The East one-half of the West one-half of the East one-half of Southeast quarter, Northeast quarter, Section 27, Township 25 North, Range 2 East, W.M., Kitsap County, Washington

EXCISE TAX EXEMPT

AUG 30 1977

MILLIE RDER  
KITSAP COUNTY TREASURER

and that only such rights in the land above described shall be acquired as shall be necessary for the construction, reconstruction, alteration, operation, maintenance and repair of said Sanitary Sewers and appurtenances. That the Grantee shall have the right without prior institution of any suit or proceeding at law, at such times as may be necessary, to enter upon said property for the purposes herein described, without incurring any legal obligation or liability therefor, provided that such construction, reconstruction, alteration, operation, maintenance and repair shall be accomplished in such a manner that the private improvements existing in this right-of-way shall not be disturbed or destroyed; or in the event they are disturbed or destroyed, they will be replaced in as good a condition as they were immediately before the property was entered upon by the Grantee.

REC 96FRL649

The Grantor shall retain the right to use the surface of said easement, so long as said use does not interfere with the installation and maintenance of the sewer main and so long as no permanent buildings or structures are erected on said easement.

Together with a temporary construction easement described as follows:

Together with an easement 20 feet in width, consisting of the same property described in the easement on the preceeding page of this instrument and incorporated by this reference here; Together with an additional 5 foot strip of land immediately adjacent to and lying Southerly of said Easement.

Said temporary construction easement shall remain in force during the construction of the utility and appurtenances and until such time as the utility and appurtenances have been accepted for maintenance and operation by the City of Winslow.

This agreement shall be a covenant running with the land and shall be binding on the Grantor, its successors and assigns forever.

R. W. Lindsay and \_\_\_\_\_  
R. W. LINDSAY \_\_\_\_\_  
\_\_\_\_\_ and \_\_\_\_\_

STATE OF WASHINGTON )  
COUNTY OF King ) ss.

I, the undersigned, a Notary Public in and for the State of Washington, hereby certify that on this 25 day of August, 1976, personally appeared before me R. W. Lindsay and \_\_\_\_\_  
\_\_\_\_\_ and \_\_\_\_\_

described in and who executed the foregoing instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.



R. W. Lindsay  
NOTARY PUBLIC in and for the State  
of Washington, residing at Winslow.  
6543 - 23rd Ave. N.E.  
Seattle, Wash. 98115

Filed for Record Aug 30 1976 3:35 PM  
Request of Deborah Smith, Ltr.  
TED WRIGHT, King County Auditor

REC 9681650



(USE TAX EXEMPTION)

**PUGET  
POWER**

EASEMENT FOR UNDERGROUND ELECTRIC SYSTEM

For and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged,

KIT

KITSAP COUNTY  
TREASURERCLEAVER CONSTRUCTION INCORPORATED, a Washington Corporation,

("Grantor" herein), grants, conveys and warrants to PUGET SOUND POWER & LIGHT COMPANY, a Washington corporation ("Grantee" herein), for the purposes hereinafter set forth a perpetual easement under, across and over the following described real property (the "Property" herein) Kitsap County, Washington.

See Exhibit "A" attached hereto and by this reference made a part hereof.

KITSAP COUNTY

\$9.00

CASH

FILED-BY: PUGET SOUND POWER &amp; LIGHT CO

MAY 22, 1992, 9:30 AM

KAREN FLYNN, AUDITOR

CLERK: VENESKY

A. F. #: 9205220037

REEL 0649 FR 0466

KITSAP COUNTY

\$9.00

CASH

FILED-BY: PUGET SOUND POWER &amp; LIGHT CO

MAR 14, 1994, 8:52 AM

KAREN FLYNN, AUDITOR

CLERK: CHIPPS

A. F. #: 940314-0042

Except as may be otherwise set forth herein Grantee's rights shall be exercised upon that portion of the Property (the "Right-of-Way" herein) described as follows:

A Right-of-Way \_\_\_\_\_ feet in width having \_\_\_\_\_ feet attached to the north and \_\_\_\_\_ feet attached to the south and \_\_\_\_\_ feet attached to the east and \_\_\_\_\_ feet attached to the west.

The access and utilities easements as delineated on the face of the short plat map AND the West 10 feet of the South 50 feet of Lot B AND the West 10 feet of the North 50 feet of Lot C.

1a) ALSO, the West 10 feet of Lots A, B, and C of said Short Plat.

No Monetary Consideration

REEL 0789 FR 2408

1. Purpose. Grantee shall have the right to construct, operate, maintain, repair, replace and enlarge an underground electric transmission and/or distribution system upon and under the Right-of-Way together with all necessary or convenient appurtenances therefor, which may include but are not limited to the following: underground conduits, cables, communication lines; vaults, manholes, switches, and transformers; and semi-buried or ground mounted facilities. Following the initial construction of its facilities, Grantee may from time to time construct such additional facilities as it may require.

2. Access. Grantee shall have the right of access to the Right-of-Way over and across the Property to enable Grantee to exercise its rights hereunder, provided, that Grantee shall compensate Grantor for any damage to the Property caused by the exercise of said right of access.

3. Obstructions; Landscaping. Grantee may from time to time remove trees, bushes, or other obstructions within the Right-of-Way and may level and grade the Right-of-Way to the extent reasonably necessary to carry out the purposes set forth in paragraph 1 hereof, provided, that following any such work, Grantee shall, to the extent reasonably practicable, restore the Right-of-Way to the condition it was immediately prior to such work. Following the installation of Grantee's underground facilities, Grantor may undertake any ordinary improvements to the landscaping of the Right-of-Way, provided that no trees or other plants shall be placed thereon which would be unreasonably expensive or impractical for Grantee to remove and restore.

4. Grantor's Use of Right-of-Way. Grantor reserves the right to use the Right-of-Way for any purpose not inconsistent with the rights herein granted, provided: that Grantor shall not construct or maintain any building or other structure on the Right-of-Way which would interfere with the exercise of the rights herein granted; that no digging, tunnelling or other form of construction activity shall be done on the Property which would disturb the compaction or ungravel Grantee's facilities on the Right-of-Way, or endanger the lateral support to said facilities; and that no blasting shall be done within 15 feet of the Right-of-Way.

5. Indemnity. By accepting and recording this easement, Grantee agrees to indemnify and hold harmless Grantor from any and all claims for injuries and/or damages suffered by any person which may be caused by the Grantee's exercise of the rights herein granted; provided, that Grantee shall not be responsible to Grantor for any injuries and/or damages to any person caused by acts or omissions of Grantor.

6. Abandonment. The rights herein granted shall continue until such time as Grantee ceases to use the Right-of-Way for a period of five (5) successive years, in which event this easement shall terminate and all rights hereunder shall revert to Grantor, provided that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its facilities on the Right-of-Way within any period of time from the date hereof.

7. Successors and Assigns. The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

GRANTOR - CLEAVER CONSTRUCTION  
INCORPORATED

Eric N. Cleaver

By: \_\_\_\_\_

By: \_\_\_\_\_

STATE OF WASHINGTON )  
COUNTY OF \_\_\_\_\_ )

A. F. #: 9205220037  
REEL 0649 FR 0467

On this day personally appeared before me \_\_\_\_\_  
to me known to be the individual \_\_\_\_\_ described in and who executed the within and foregoing instrument, and acknowledged that  
\_\_\_\_\_ signed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

STATE OF WASHINGTON )  
COUNTY OF \_\_\_\_\_ )

On this day personally appeared before me \_\_\_\_\_  
to me known to be the individual \_\_\_\_\_ described in and who executed the within and foregoing instrument, and acknowledged that  
\_\_\_\_\_ signed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

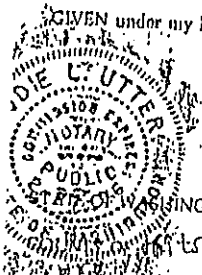
STATE OF WASHINGTON )  
COUNTY OF \_\_\_\_\_ )

A. F. #: 9403140042  
REEL 0789 FR 2609

On this day personally appeared before me \_\_\_\_\_  
to me known to be the individual \_\_\_\_\_ described in and who executed the within and foregoing instrument, and acknowledged that  
\_\_\_\_\_ signed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_



CORPORATE ACKNOWLEDGMENT

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned, personally appeared  
to me known to be the \_\_\_\_\_ and \_\_\_\_\_  
\_\_\_\_\_ and \_\_\_\_\_  
\_\_\_\_\_ the corporation that executed the 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 \_\_\_\_\_ he is  
authorized to execute the said instrument and that the  
seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

John L. Utter  
Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_  
My Commission Expires 2-27-96

9204279 NL  
NE 27-25-2E  
Cleaver Construction Incorporated

That part of the Southeast quarter of the Northeast quarter of Section 27, Township 25 North, Range 2 East, W.M., in Kitsap County, Washington, described as follows:

Beginning 330 feet West of the Southeast corner of said Southeast quarter of the Northeast quarter; thence North 1320 feet; thence West 165 feet; thence South 1320 feet; thence East 165 feet to the beginning.

EXCEPT the South 660 feet thereof.

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

Also known as Lots A, B, C and D of SPT 06-07-91-1 recorded under Auditor's File Nos. 9203280006 and 9204280007 in Volume 8, Page 47, records of Kitsap County, Washington.

A. F. #: 9205220037  
REEL 0649 FR 0468

A. F. #: 9203440042  
REEL 0789 FR 2810

EXHIBIT "A"

WHEN RECORDED MAILED TO:

Bruce P. Weiland  
151 Finch Place Southwest, Suite A  
Bainbridge Island, Washington 98110



**EXCISE TAX EXEMPT MAR 26 2001**

**AGREEMENT  
REGARDING GRANT OF EASEMENT  
AND DEVELOPMENT LIMITATIONS**

THIS AGREEMENT REGARDING GRANT OF EASEMENT AND DEVELOPMENT LIMITATIONS (the "Agreement") is made by and among the following parties:

(A) AMY J. HANAVAN, as her separate estate, and her successors, assigns and heirs with respect to the ownership of the Hanavan Parcel, as described below (collectively, "Hanavan"); and

(B) EXTENDICARE HOMES, INC. (f/ka) Unicare Homes, Inc., a Delaware corporation, and its successors, assigns and heirs with respect to the ownership of the Extendicare Parcel, as described below (collectively, "Extendicare").

Collectively, Hanavan and Extendicare are referred to herein as the "Owners."

NOW, THEREFORE, the Owners agree as follows:

1. Effected Property.

a. Hanavan is the fee owner of that certain real property legally described as follows (the "Hanavan Parcel"):

LOT A OF SHORT PLAT NO. 06-07-91-1, RECORDED UNDER AUDITOR'S FILE NUMBERS 9204280006 AND 9204280007, BEING A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 25 NORTH, RANGE 2 EAST, W.M., IN KITSAP COUNTY, WASHINGTON;

b. Extendicare is the fee owner of that certain real property legally described as follows (the "Extendicare Parcel"):

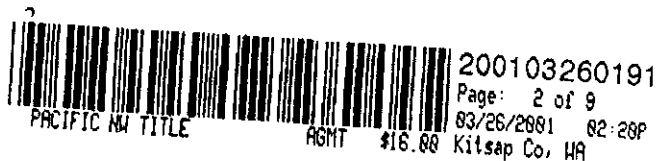
LOT B, C AND D OF SHORT PLAT NO. 06-07-91-1, RECORDED UNDER AUDITOR'S FILE NUMBERS 9204280006 AND 9204280007, BEING A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 25 NORTH, RANGE 2 EAST, W.M., IN KITSAP COUNTY, WASHINGTON;

Collectively, the Hanavan Parcel and the Extendicare Parcel are referred to herein as the "Property."

2. The Extendicare Easement. Hanavan hereby grants Extendicare a permanent, non-exclusive easement (the "Extendicare Easement") on, across and over that portion of the Hanavan Parcel designated as the "Easement Area" on Exhibit A, attached hereto and incorporated herein by this reference, subject, however, to the terms of this Agreement, including the following conditions and limitations: (i) the sole and exclusive purpose of the Extendicare Easement shall be for the vehicular access of emergency fire vehicles to and from the Extendicare Parcel in connection with any catastrophic emergency, in accordance with the requirements of applicable law; and (ii) in no event shall the Extendicare Easement be used for pedestrian, bicycle or any other means of access besides vehicular, and in no event shall the Extendicare Easement be used in connection with the ordinary course of the business of Extendicare, other than as may be reasonably necessary in order for Extendicare to fulfill its other obligations set forth in this Agreement.

3. The Hanavan Easement. Extendicare hereby grants Hanavan a permanent, nonexclusive easement (the "Hanavan Easement") on, across and over that portion of the Extendicare Parcel designated as the "Easement Area" on Exhibit A, attached hereto and incorporated herein by this reference, subject, however, to the terms of this Agreement, including the following conditions and limitations: (i) the sole and exclusive purpose of the Hanavan Easement shall be to provide maneuvering and turn-around clearance for vehicles entering or leaving any portion of the Hanavan Parcel in accordance with the requirements of applicable law; (ii) no asphalt or concrete material, nor any curbs, gutters, sidewalks or other similar improvements, shall be constructed or installed by Extendicare in or around the area marked on Exhibit A as the "Easement Area;" and (iii) the surface of the "Easement Area" on the Extendicare Parcel shall consist solely of grass paving stones. For purposes of this Agreement, the Extendicare Easement and the Hanavan Easement shall collectively be referred to as the "Easements"

4. Mutual Indemnity. Each Owner hereby agrees to indemnify, defend and hold harmless the other Owners (and their agents and employees) from and against all claims, suits, losses, damages, fines, penalties, liabilities and expenses (including without limitation attorneys' fees) resulting from or arising out of any use of the Easements by the indemnifying Owner, or by any of the agents, employees, tenants, family members, guests or invitees of such Owner. Each Owner hereby agrees to obtain and maintain general comprehensive liability insurance coverage,



with policy limits considered reasonable for real property access easements, for such Owner's interests in the Easements, and will provided to the other Owner upon request a certificate of insurance reflecting compliance with this provision. Nothing in this provision shall be construed as making any Owner liable for the acts or omissions of emergency response personnel or vehicles.

5. The Fence. Extendicare hereby agrees to construct, install and forever maintain a wooden fence (the "Fence"), at no cost or expense to Hanavan, on the following terms and conditions. The Fence shall be six (6) feet high, constructed according to the specifications set forth in Exhibit B attached hereto, without gaps between fence material. The fence shall run continuously from the east boundary to the west boundary of the Extendicare Parcel, without a break or opening except for the Gate (as defined below). Westerly of the eastern edge of the Hanavan Easement, the Fence (and the Gate) shall be located at least thirty (35) feet north of and parallel to the southern boundary of the Extendicare Parcel, as shown on Exhibit A attached. Easterly of the eastern edge of the Hanavan Easement, the Fence shall be located at least twenty-five (25) feet north of and parallel to the southern boundary of the Extendicare Parcel, as shown on Exhibit A attached; provided, however, at all locations, the Fence shall be located at least ten (10) feet south of the southern face of any building constructed on the Extendicare Parcel.

6. The Gate. Extendicare hereby agrees to construct, install and forever maintain a gate (the "Gate"), at no cost or expense to Hanavan, on the following terms and conditions. The Gate shall be six (6) feet high, constructed according to the specifications set forth above for the Fence, and shall be located at the northern edge of the Hanavan Easement, as shown on Exhibit A attached. The Gate shall be constructed so as to permit no pedestrian access through or under the Gate, except for reasonable pedestrian and equipment access needs in order for Extendicare to maintain the Extendicare Parcel and improvements thereon, including without limitation the Landscaped Parcel. The Gate shall remain closed at all times that the Gate is not being used for purposes expressly permitted hereunder. In the event that persons not expressly authorized hereunder should begin to access the Extendicare Parcel through the Gate, Extendicare agrees to use its best efforts to limit such unauthorized access by the installation and maintenance of locks or other devises on the Gate; provided such locks or devises still permit the Gate to be opened for the purposes of emergency access.

7. The Landscaped Area. All portions of the Extendicare Parcel located southerly of the Fence and the Gate, other than the area of the Hanavan Easement, are referred to herein as the "Landscaped Area." Extendicare hereby agrees to plant and maintain the Landscaped Area in accordance with the following requirements: (i) trees and shrubs shall be planted of a type and density sufficient to comply with all qualifications of a "Full Screen," as currently defined in Bainbridge Island Municipal Code 18.85.070.B.1; (ii) trees planted in accordance with this Section 7 shall range in height from eight (8) to twelve (12) at time of planting, shall be replaced with trees of similar height in the event of the death of any such trees, and shall include a mixture of evergreen and deciduous trees; and (iii) the Landscaped Area shall otherwise be maintained by Extendicare in accordance with all applicable legal requirements.

8. Design Requirements. Any improvement or development of the Extendicare Parcel shall comply with the requirements of this Agreement, including without limitation the following terms and conditions:

a. Within an area described as the southern twenty-five (25) feet of the Extendicare Parcel (the "Set Back Area"), no structures, buildings, decks, benches, fixtures or other improvements of any nature shall be installed or constructed, with the exception of (i) the Fence, (ii) the landscaping required under Section 7 above, (iii) the paving stones to be located in the Hanavan Easement, and (iv) sidewalks or pedestrian pathways located northerly of the Fence, and leading from the emergency exit located on the south side of the Building (as defined below).

b. Subject to the limitations imposed upon the Set Back Area under Section 8.a above, within an area described as the southern thirty-five (35) feet of the Extendicare Parcel, Extendicare shall construct no more than a single building, which shall have a gross dimensional width at its widest point (measured east to west) within such area of no greater than fifty-six (56) feet (the "Building").

c. Within the south thirty-five (35) feet of the Extendicare Parcel, the Building to be constructed on the Extendicare Parcel shall be no higher than two stories, as measured from the natural grade at the location of the Building's southerly wall. The southern face of the Building shall have no doors or windows on the second floor. On the southern face of the Building, the decorative appearance of the exterior siding shall vary between the first floor, the second floor and the area of the roof gable so as to avoid the appearance of a two-story wall with no external variations in appearance, and to enhance the residential appearance of the Building.

d. Each party to this Agreement hereby agrees to waive, and forever release the other party from, any and all liability for any latecomer's fees, concomitant payments, or similar obligations to contribute for the costs of any improvements that the first such party may at any time make or have made to roads, utilities, or other infrastructure elements, whether or not the same may benefit the property of the other party.

9. Non-Opposition to Extendicare Development. Subject to compliance by Extendicare with the terms of this Agreement, and all applicable laws, Hanavan agrees not to appeal, protest or otherwise oppose the development of the Extendicare parcel pursuant to the terms of Bainbridge Island Conditional Use Permit No. 06-17-97-1 (the "Extendicare CUP").

10. Non-Opposition to Hanavan Short Plat. Subject to compliance by Hanavan with the terms of this Agreement, and all applicable laws, Extendicare agrees not to appeal, protest or otherwise oppose the Hanavan's proposed Bainbridge Island Short Plat No. SPT05-12-98-1 (the "Hanavan Short Plat").

11. Further Documentation. Each Owner hereby agrees to execute such further

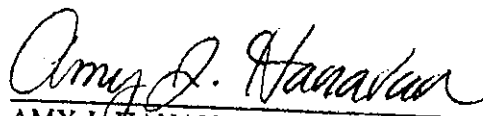


documentation, and take such further action, as may be reasonably requested by the other Owner, in order to implement the intent of this Agreement, including without limitation, consents and approvals to amendments to the Extendicare CUP or the Hanavan Short Plat; provided that such further documentation or actions shall not cause the other Owner any material increase in cost or liability.

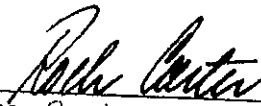
12. Effect on Prior Easements. The parties agree that this Agreement shall replace, supercede and extinguish all easement rights recorded prior to the date hereof which in any way relate to ingress or egress over or across Lot A and/or Lot B of that certain Short Plat No. 06-07-91-1, Recorded Under Auditor's File Numbers 9204280006 and 9204280007 (the "Short Plat"), as granted under the terms of or otherwise set forth in the face of the Short Plat. Notwithstanding any terms herein to the contrary, the parties agree that this Agreement shall not replace, supercede or in any way effect any easement rights recorded prior to the date hereof which in any way relate to utilities across Lot A or Lot B of the Short Plat.

13. General Terms. This Agreement shall be recorded in Kitsap County, Washington, and shall serve as notice to all interested parties. This Agreement may not be modified or amended except by a written agreement, executed and acknowledged by all Owners, and recorded in Kitsap County, Washington. This Agreement contains the entire agreement between the parties relative to the subject matter hereof. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property to the general public or for any public purposes whatsoever. This Agreement, shall operate as covenants running with the land, and shall apply to, be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns with respect to ownership of the Property. In the event of any dispute hereunder, the prevailing party in any litigation or other proceedings shall be reimbursed by the nonprevailing party for all costs and expenses, including without limitation, actual attorneys' fees. This Agreement may be executed in multiple counterpart originals, each of which shall constitute an original and all of which taken together shall constitute a single original instrument, notwithstanding the fact that not all signatures are on the same counterpart.

IN WITNESS WHEREOF, this Agreement has been executed as of September \_\_\_\_, 2000.

  
AMY J. HANAVAN, as her separate  
estate

EXTENDICARE HOMES, INC., a  
Delaware corporation (f/k/a Unicare  
Homes, Inc.)

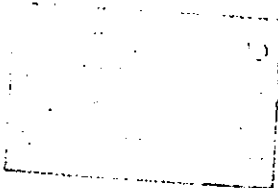
By:   
Name: Bob Carter  
Title: VP



STATE OF WASHINGTON )  
COUNTY OF KITSAP ) ss.

I certify that I know or have satisfactory evidence that AMY J. HANAVAN is the person who appeared before me, and said person acknowledged that she signed this instrument as her free and voluntary act, for the uses and purposes mentioned in this instrument.

DATED: Oct. 27, 2000



(X) B. P. Weiland  
Print Name: Bruce P. Weiland  
NOTARY PUBLIC for the State of  
Washington, residing  
at: Bainbridge Is.  
My appointment expires: 11-11-03

STATE OF Wisconsin )  
COUNTY OF Milwaukee ) ss.

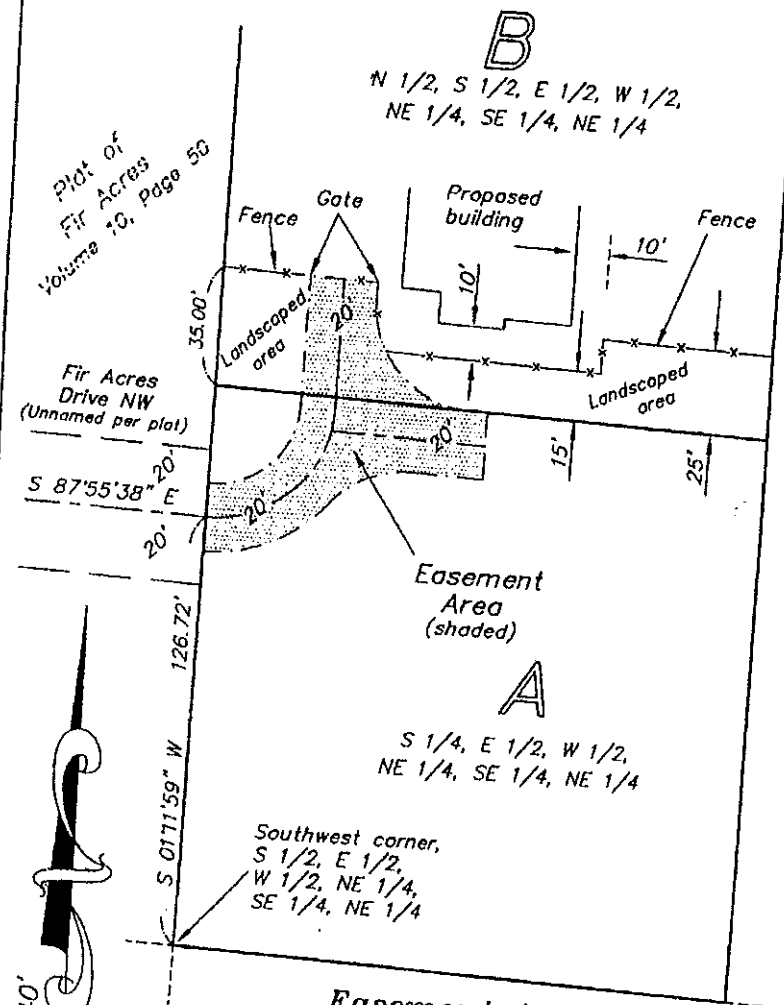
I certify that I know or have satisfactory evidence that Rock Carver is the person who appeared before me, and said person acknowledged that he signed this instrument as the Vice President of EXTENDICARE HOMES, INC., as the free and voluntary act of said corporation, for the uses and purposes mentioned in this instrument.

DATED: 12/4/00



(X) Lori H. Hendry  
Print Name: Lori H. Hendry  
NOTARY PUBLIC for the State of  
Wisconsin, residing  
at: Milwaukee, WI  
My appointment expires: 12 permanent

Exhibit A



Scale: 1"=40'

**Easement Area**  
a portion of  
NE 1/4, Sec.27, T.25N., R.2E., W.M.  
City of Bainbridge Island  
Kitsap County, Washington  
prepared for  
**Extendicare Health Services, Inc.**



**ADAM**  
&  
**GOLDSWORTHY, INC.**  
**LAND SURVEYING**  
19062 HWY 305 NORTH 779-4299  
POULSBORO, WA 98370 842-9598  
DATE 10/30/00 DRAWING 2527M

ADAM & GOLDSWORTHY, INC.  
LAND SURVEYORS

MARC R. ADAM, L.S.  
JAMES R. GOLDSWORTHY, L.S.  
CANDYCE J. KORSMO

19062 HWY 305 N., #105  
POULSBORO, WA 98370  
(360) 779-4299 • (208) 842-9598  
FAX (360) 779-4213

October 30, 2000

Extendicare Health Services, Inc. - Job No. 00-2527

EASEMENT AREA

EXCISE TAX EXEMPT MAR 26 2001

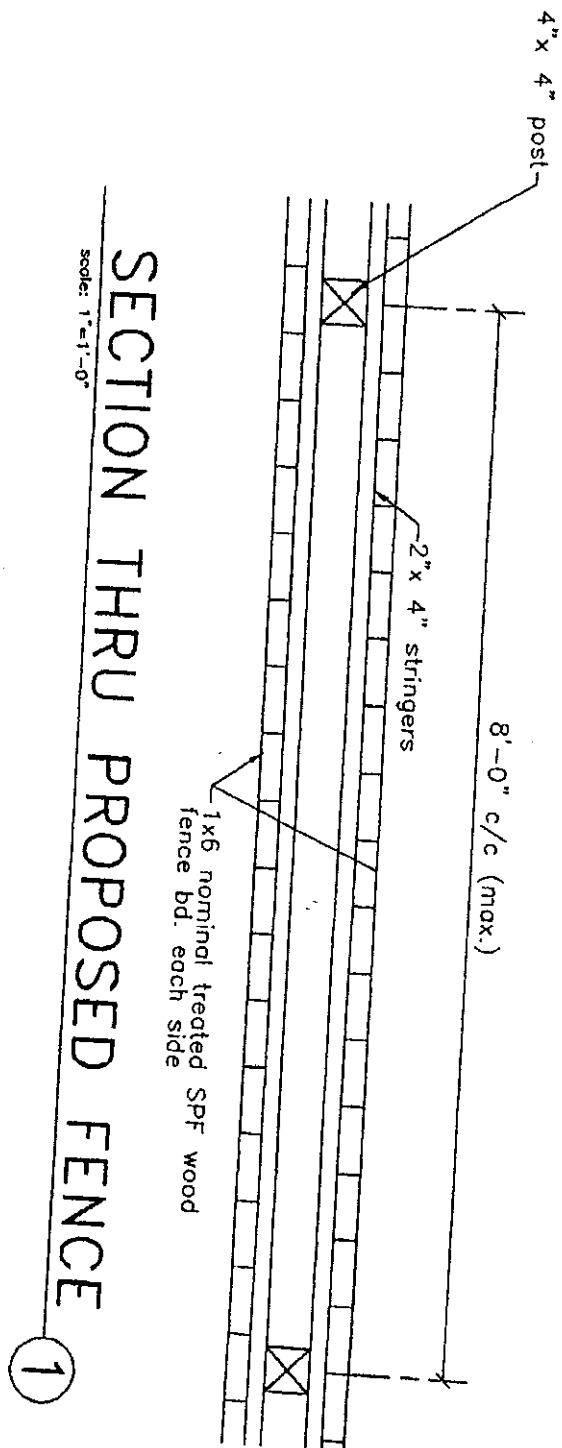
That portion of the South one-half of the East one-half of the West one-half of the Northeast quarter of the Southeast quarter of the Northeast quarter of Section 27, Township 25 North, Range 2 East, W.M., City of Bainbridge Island, Kitsap County, Washington, (also known as Lots A and B of the City of Bainbridge Island Short Plat recorded under Kitsap County Auditor's File No. 9204280006), described as follows:

Beginning at the Southwest corner of said subdivision;  
Thence along the West line of said subdivision, North 01°11'59" East 126.72 feet to the centerline of an unnamed street as shown on the plat of Fir Acres as recorded in Volume 10, Page 50 of plats, records of said Kitsap County, (the centerline of said street bears North 87°55'38" West), and the True Point of Beginning;  
Thence continuing along said West line, North 01°11'59" East 10.00 feet;  
Thence Northeasterly on a 25.00 foot radius curve to the left the center of which bears North 02°25'19" East through a central angle of 91°13'20" an arc distance of 39.80 feet;  
Thence North 01°11'59" East 38.58 feet to a point on a line 35.00 feet North of and parallel to the line common to the above described Lots A and B;  
Thence along said parallel line, South 87°54'57" East 20.00 feet;  
Thence South 01°11'59" West 5.46 feet;  
Thence on a 30.00 foot radius curve to the left, through a central angle of 89°06'56", an arc distance of 46.66 feet to a point on said line common to Lots A and B;  
Thence along said common line, South 87°54'57" East 5.46 feet;  
Thence leaving said common line, South 01°11'59" West 20.00 feet;  
Thence North 87°54'57" West 21.05 feet;  
Thence on a 30.00 foot radius curve to the left through a central angle of 52°07'38", an arc distance of 27.29 feet;  
Thence on a 45.00 foot radius reverse curve through a central angle of 51°55'19", an arc distance of 40.78 feet to the West line of the South one-half of the East one-half of the West one-half of the Northeast quarter of the Southeast quarter of the Northeast quarter of said Section 27;  
Thence along said West line, North 01°11'59" East 10.00 feet to the True Point of Beginning.



10/30/00





**EXHIBIT B**

KITAP COUNTY  
\$37.00 CHICK  
FILED-BY: ADAM & GOLDSWORTHY  
APR 20, 1992, 3:14 PM  
KAREN FLYNN, AUDITOR  
CLERK: GILMORE

A.F. #: 9204280006  
REEL 0644 FR 0197

City of Winslow  
PRELIMINARY PLAT APPLICATION

Orig Signatures

RECEIVED

JUN 07 1991

LAND USE  
CITY OF WINSLOW

File number: SPT 06-07-91-1  
Tax assessor's number: 272502-1-056-2005  
Project street address: OFF of GROW - S. of Wallace  
Application fee: \$290.00  
Date Received: 06-07-91-1  
Treasurer's Receipt number: 41602-JW  
Environmental checklist: \_\_\_\_\_  
Date Received: \_\_\_\_\_  
Treasurer's Receipt number: \_\_\_\_\_

Six (6) copies of the completed application and 6 copies of the required drawings must be submitted to the Land Use Department. Plat application will not be forwarded for review until application packet is complete.

APPROVED:

Chadman  
Planning Director

4/21/92  
Date

DETAILS OF EXISTING PROJECT SITE

- Name of property owner: Raymond W. Lindsay  
Address: 400 Malrose Ave E. Apt 509 Phone: \_\_\_\_\_  
Seattle, WA. 98102
- If the owner of record as shown by the county assessor's office is not the applicant, the owner's signed and notarized authorization must accompany this application.  
Applicant name: Rick Cleaver - Cleaver Construction  
or Contact person: \_\_\_\_\_  
Address: 2036 NE Lincoln Rd Phone: 779-5652  
Poulsbo, WA. 98370
- Legal description of project site (or attach):  
See attached
- General location of site: Adjacent to and East of the Plat of  
Fir Acres, off of Grow Avenue and South of Wallace Way
- Zoning: SFR 10.000 Comp. Plan Designation: Single-Family Resid.
- Property dimensions: 165 x 663
- Total property area: 109,189 SF Current use of property: Undeveloped  
2.50 Acres
- Current zoning and use of adjacent property:  
north: Residential / SFR 10,000  
south: Residential / SFR 10,000  
east: Commercial / Med. Density Multifamily 5,400  
west: Residential / SFR 10,000

# DETAILS OF PROJECT PROPOSAL

9. Name of proposed subdivision: Short Plat
10. Number of lots proposed: 4 Average lot size: 27,300 SF
11. Name of Subdivision developer: Cleaver Construction  
address: 2036 NE Lincoln Rd, Poulsbo, 98370 phone: 779-5652
12. Name of registered land surveyor: Adam & Goldsworthy Inc  
address: P.O. Box 133, Poulsbo, Wa. 98370 phone: 779-4299
13. General description of the project, as well as the sequence and timing of the proposed development: 4-lot Short Plat
14. Other applications to be processed concurrently with preliminary plat: \_\_\_\_\_
15. Proposed water service: City
16. Proposed sewer service: Lots A, B, & C - On-site  
septic systems, - Lot D - City
17. Within the plat, does the proposal include the following:
  - (a) street lights: NA
  - (b) sidewalks or paths: NA
  - (c) underground cable TV: NA
  - (d) RV/boat storage: NA
18. WMC 17.08 allows a developer to propose land for dedication for park or recreational use or to offer to pay a fee in lieu of land dedication. Do you plan to:
  - (a) dedicate land? \_\_\_\_\_ If so, have you shown the proposed park/recreation area on the plat? \_\_\_\_\_
  - (b) propose a fee in lieu of dedication? X
  - (c) proposed ownership of dedicated area. \_\_\_\_\_
19. What additional provision, if any, has been made for the following:
  - (a) fire protection facilities \_\_\_\_\_
  - (b) school sites and grounds See conditions of Approval for School Impact Fee Mitigation
  - (c) Other public and private facilities and improvements (including transit) \_\_\_\_\_
20. Are any restrictive covenants proposed: No If yes, please attach.
21. Any additional easements/restrictions regarding adjacent land that should be noted? NA
22. Does the proposal lie within a flood control zone? No
23. Attachments:
  - Declaration and Owner/Applicant Agreement
  - Preliminary Plat Drawing Specifications Checklist
  - Subdivision and Short Subdivision Standards
  - SEPA Checklist
  - Fee-in-lieu of Park Dedication Regulations

A.F. #: 9204280006  
REEL 0644 FR 0198

Land Use Department / 625 Winslow Way East / Winslow, WA 98110  
(206)842-1211 / Preliminary Plat Application, page 2

# DECLARATION

I, the undersigned, state that to the best of my knowledge, the information I have presented in this application and on any accompanying documents and drawings is true and complete. It is understood that the City of Winslow may nullify any decision made in reliance upon information given on this application form if I make any willful misrepresentation or willful lack of full disclosure

Raymond W. Lindsay 5-29-91  
Signature of owner date

Eric N. Cleaver May 24-91  
Signature of applicant date

STATE OF WASHINGTON

COUNTY OF KITSAP

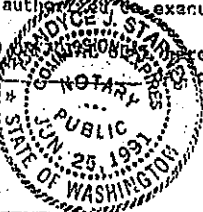
ss.

A.F. #: 9204280006  
REEL 0644 FR 0199

On this 24th day of May, 1991, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Eric N. Cleaver

to me known as the individual(s) described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument, as their free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath state 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. The 24th day of May, 1991



Charles J. Starnes  
Notary Public in and for the State of Washington,  
residing at Indianola

## OWNER/APPLICANT AGREEMENT

The undersigned is owner(s) of record of property identified by the Kitsap County Assessor's Account Number 272502-1-056-2005 located at Winslow

The undersigned hereby give consent and approval to an application for short plat of the 1st referenced above as initiated by Eric Cleaver - Cleaver Construction acting for the undersigned

Owner of record date Owner of record date

STATE OF WASHINGTON

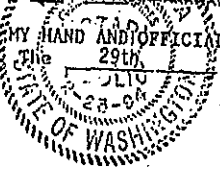
COUNTY OF KITSAP

ss.

On this 29th day of May, 1991, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Raymond W. Lindsay

to me known as the individual(s) described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument, as their free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath state 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. The 29th day of May, 1991



Martin J. Rhyne  
Notary Public in and for the State of Washington,  
residing at Kingston, Washington

ADAM & GOLDSWORTHY, INC.  
LAND SURVEYORS

MARC R. ADAM, L.S.  
JAMES R. GOLDSWORTHY, L.S.  
CANDYCE J. STARRIES

P.O. Box 133  
19062 Hwy 305 N., #105  
Poulsbo, WA 98370  
779-4219 • 842-9598

June 7, 1991  
Revised March 26, 1992

A.F. #: 9204280003  
REEL 0644 FR 0200

CLEAVER SHORT PLAT - JOB NO. 91-215

TOTAL PROPERTY

That part of the Southeast quarter of the Northeast quarter of Section 27, Township 25 North, Range 2 East, W.M., in Kitsap County, Washington, described as follows:  
Beginning 330 feet West of the Southeast corner of said Southeast quarter of the Northeast quarter; thence North 1320 feet; thence West 165 feet; thence South 1320 feet; thence East 165 feet to the Beginning.

Except the South 660 feet thereof.

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

LOT A

The South one-quarter of the East one-half of the West one-half of the Northeast quarter of the Southeast quarter of the Northeast quarter of Section 27, Township 25 North, Range 2 East, W.M., Kitsap County, Washington.

Containing 27,267 square feet (0.63 Acres).

Subject to and Together with an easement for ingress, egress and utilities, over, under and across the following described property: Beginning at the Northwest corner of the above described property; thence along the West line of the East one-half of the West one-half of the Northeast quarter of the Southeast quarter of the Northeast quarter of said Section 27, S 01°11'50" W 58.95 feet; thence leaving said East line, N 70°04'13" E 58.33 feet; thence on a 40.00 foot radius curve to the left through a central angle of 247°59'24" an arc distance of 173.13 feet to the Point of Beginning.

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

LOT B

The North one-half of the South one-half of the East one-half of the West one-half of the Northeast quarter of the Southeast quarter of the Northeast quarter of Section 27, Township 25 North, Range 2 East, W.M., Kitsap County, Washington.

Containing 27,274 square feet (0.63 Acres).

Subject to and Together with an easement for ingress, egress and utilities, over, under and across the following described property: Beginning at the Southwest corner of the above described property; thence along the West line of the East one-half of the West one-half of the Northeast quarter of the Southeast quarter of the Northeast quarter of said Section 27, S 01°11'50" W 58.95 feet; thence leaving said East line, N 70°04'13" E 58.33 feet; thence on a 40.00 foot radius curve to the left through a central angle of 247°59'24" an arc distance of 173.13 feet to the Point of Beginning.

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



ADAM & GOLDSWORTHY, INC.  
LAND SURVEYORS

MARC R. ADAM, L.S.  
JAMES R. GOLDSWORTHY, L.S.  
CANDYCE J. STARNES

P.O. Box 133  
19052 Hwy 305 N., #105  
Poulsbo, WA 98370  
779-4299 • 842-9598

Page 2  
Cleaver Short Plat - Job No. 91-215  
June 7, 1991  
Revised March 26, 1992

A.F. #: 9204280006  
REEL 0644 FR 0201

LOT C

The South one-half of the North one-half of the East one-half of the West one-half of the Northeast quarter of the Southeast quarter of the Northeast quarter of Section 27, Township 25 North, Range 2 East, W.M., Kitsap County, Washington.

Containing 27,281 square feet (0.63 Acres).

Subject to and Together with an easement for ingress, egress and utilities, over, under and across the following described property: Beginning at the Northwest corner of the above described property; thence along the West line of the East one-half of the West one-half of the Northeast quarter of the Southeast quarter of the Northeast quarter of said Section 27, N 01°11'50" E 165.68 feet to the North line of the Southeast quarter of the Northeast quarter of said Section 27; thence along said North line, S 87°53'43" E 20.00 feet; thence S 01°11'50" W 101.19 feet; thence on a 25.00 foot radius curve to the left through a central angle of 85°35'02" an arc distance of 37.34 feet; thence on a 40.00 foot radius reverse curve to the right through a central angle of 266°29'00" an arc distance of 186.04 feet to the Point of Beginning.

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

LOT D

The North one-quarter of the East one-half of the West one-half of the Northeast quarter of the Southeast quarter of the Northeast quarter of Section 27, Township 25 North, Range 2 East, W.M., Kitsap County, Washington.

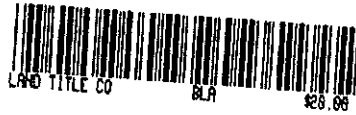
Containing 27,288 square feet (0.63 Acres).

Subject to and Together with an easement for ingress, egress and utilities, over, under and across the following described property: Beginning at the Southwest corner of the above described property; thence along the West line of the East one-half of the West one-half of the Northeast quarter of the Southeast quarter of the Northeast quarter of said Section 27, N 01°11'50" E 165.68 feet to the North line of the Southeast quarter of the Northeast quarter of said Section 27; thence along said North line, S 87°53'43" E 20.00 feet; thence S 01°11'50" W 101.19 feet; thence on a 25.00 foot radius curve to the left through a central angle of 85°35'02" an arc distance of 37.34 feet; thence on a 40.00 foot radius reverse curve to the right through a central angle of 266°29'00" an arc distance of 186.04 feet to the Point of Beginning.

Subject to an easement for ingress, egress and utilities, over, under and across the West 20 feet thereof.

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





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Kitsap Co, WA

Tad and Fujiko Sakuma  
937 Madison Avenue N,  
Bainbridge Island WA 98848

**E-112972 2 Boundary Adjustment**

Documents included:

1. BLA 02-27-97-1

Reference numbers of related documents:

Grantors(applicants):  
Sakuma, Tad and Fujiko

Grantee: City of Bainbridge Island

Abbreviated Legal Description: Section 27, Township 25 Range 2 East  
(lot, block, plat name, section-township-range)

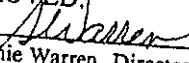
Additional Legal Description is on pages 1-3 of the Boundary Line Adjustment.

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

272502-1-023-2005

272502-1-022-2006

APPROVED:

  
Stephanie Warren, Director

3/28/97

Date

After recording return to:



**MACLEARNSBERRY, Inc.**  
Civil Engineers • Land Surveyors • Planners  
Environmental Scientists  
159 WYATT WAY NE BAINBRIDGE ISLAND, WA 98110  
PHONE: (206) 842-5514



LAND TITLE CO

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Kitsap Co, WA

## Declaration of Single Lots Upon Boundary Line Adjustment

Reference Number: 627634, 9502130178  
Grantor(s): Tad & Fujiko Sakuma  
Grantee(s): E. Raymond Alcott & Audrey A. Fielder  
Legal Description: Portion of the northeast quarter of the northeast quarter  
of Section 27, Township 25 North, Range 2 East, W.M.  
(See also page 2.)  
Assessor's Tax Parcel Number(s): 272502-1-022-200, 272502-1-023-200

An alteration made for the purpose of adjusting boundary lines which does not create any additional lot, tract, parcel, site, or division nor create any lot, tract, parcel, site, or division which contains insufficient area and dimension to meet minimum requirements for width and area for a building site.

*PLEASE NOTE! THIS DOCUMENT DOES NOT CONVEY TITLE*

THIS DECLARATION MADE THIS 19 day of APRIL, 1997 by E. RAYMOND ALCOTT and AUDREY A. FIELDER, PARCEL A and TAD SAKUMA and FUJIKO SAKUMA, husband and wife, "Declarant(s)" as owners of the real property legally described hereinafter as PARCEL B, who wish to adjust common the property lines between said parcels without creating any additional lot, tract, parcel or site.

(1) "PARCEL A" is legally described as:

That portion of the northeast quarter of Section 27, Township 25 North, Range 2 East, W.M., in Kitsap County, Washington, described as follows:  
Commencing at a point 264 feet West of the southeast corner of the southeast quarter of the northeast quarter of the northeast quarter of said section; thence

West 132 feet; thence North 165 feet; thence East 132 feet; thence South 165 feet to the True Point of Beginning.

(2) "PARCEL B" is legally described as:

That portion of the northeast quarter of the northeast quarter of Section 27, Township 25 North, Range 2 East, W.M., in Kitsap County, Washington, described as follows:

Beginning at the southeast corner of said northeast quarter of the northeast quarter; thence West 264 feet (16 rods); thence North 165 feet (10 rods); thence East 264 feet (16 rods); thence South 165 feet (10 rods) to the Point of Beginning;

EXCEPT that portion on the east for Madison Avenue;

EXCEPT that portion conveyed to the City of Winslow in quit claim deed recorded under Auditor's File No. 8003270082.

(3) Subsequent to this transaction, the resulting single lot "PARCEL A" shall be described as:

That portion of the southeast quarter of the northeast quarter of the northeast quarter of Section 27, Township 25 North, Range 2 East, W.M., in Kitsap County, Washington, described as follows:

Beginning at the southeast corner of said subdivision; thence West, a distance of 264 feet (16 rods) to the True Point of Beginning; thence continuing West, a distance of 132 feet (8 rods); thence North, a distance of 165 feet (10 rods); thence East, a distance of 132 feet (8 rods); thence South, a distance of 165 feet (10 rods) to the True Point of Beginning;

ALSO, the south 15.00 feet of that portion of said subdivision described as follows:

Beginning at the southeast corner of said subdivision; thence West, a distance of 264 feet (16 rods); thence North, a distance of 165 feet (10 rods); thence East, a distance of 264 feet (16 rods); thence South, a distance of 165 feet (10 rods) to the True Point of Beginning;

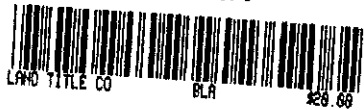
EXCEPT the East 25.00 feet thereof for Madison Avenue.

(4) Subsequent to this transaction, the resulting single "PARCEL B", shall be described as:

That portion of the southeast quarter of the northeast quarter of the northeast quarter of Section 27, Township 25 North, Range 2 East, W.M., in Kitsap County, Washington, described as follows:

Beginning at the southeast corner of said subdivision; thence West, a distance of 264 feet (16 rods); thence North, a distance of 165 feet (10 rods); thence East, a distance of 264 feet (16 rods); thence South, a distance of 165 feet (10 rods) to

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the True Point of Beginning;  
EXCEPT the south 15.00 feet thereof;  
AND EXCEPT the East 25.00 feet thereof for Madison Avenue.

Declarant(s)/Owners of original parcel:

NAME	MAILING ADDRESS	CITY, ZIP
E. RAYMOND ALCOFF	1700 HALFORD AVE #201	SANTA CLARA CA 95051 X
AUDREY A. FIELDER	3525 EUCLID AVE	CONCORD, CA 94519 X

IN WITNESS WHEREOF, the parties hereto have executed this instrument  
as of the date first above written.

DECLARANTS

<u>E. Raymond Alcott</u> Print Name: E. RAYMOND ALCOFF Date: 4-14-97	<u>Audrey A. Fielder</u> Print Name: AUDREY A. FIELDER Date: 4-19-97	<u>                    </u> Print Name: <u>                    </u> Date: <u>                    </u>
--	--	---

Print Name:                       
Date:                     



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Killsap Co. WA

STATE OF: California )  
County of: Contra Costa )

ON THIS DAY personally appeared before me E. Raymond Alcott and Audrey A. Fielder to me known to be the individual(s) described in and who executed the within and foregoing Declaration and acknowledged that they signed the same as their free and voluntary act.

GIVEN under my hand and official seal this 19<sup>th</sup> day of April, 1997.



Stephanie R. L. Glissman  
NOTARY PUBLIC in and for the  
State of California, residing  
at Contra Costa County

the True Point of Beginning;  
EXCEPT the south 15.00 feet thereof;  
AND EXCEPT the East 25.00 feet thereof for Madison Avenue.

Declarant(s)/Owners of original parcel:

NAME MAILING ADDRESS CITY, ZIP  
TAD T. FUJIKO SAKUMA - 937 MADISON N. BAINBRIDGE IS WA 98110

IN WITNESS WHEREOF, the parties hereto have executed this instrument  
as of the date first above written.

DECLARANTS

Tad T. Sakuma Fujiko Sakuma  
Print Name: TAD T. SAKUMA Print Name: FUJIKO SAKUMA Print Name: \_\_\_\_\_  
Date: APRIL 22, 1997 Date: APRIL 22, 1997 Date: \_\_\_\_\_

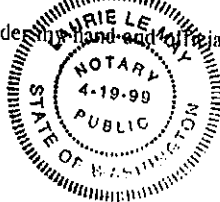
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_



STATE OF: Washington )  
County of: Kitsap )

ON THIS DAY personally appeared before me TAD Sakuma + Fujiko Sakuma  
to me known to be the individual(s) described in and who  
executed the within and foregoing Declaration and acknowledged that they signed the same  
as them free and voluntary act.

GIVEN under my hand and official seal this 22nd day of April, 1997.



Laurie Lemay  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at Port Blakely  
LAURIE LEMAY

# BOUNDARY LINE ADJUSTMENT APPLICATION

CITY OF  
BAINBRIDGE ISLAND

FEB 27 1997

DEPT. OF PLANNING &  
COMMUNITY DEVELOPMENT

File Number: BLA-02-27-97-1

Tax Assessor's Number: 272502-1-023-2005  
272502-1-022-2006

Project Street Address: 937 Madison Ave

Application Fee: 50.00

Date Received: 02-27-97

Treasurer's Receipt Number: 4610

Date Environmental Checklist Received: N/A

Four (4) copies of the completed application must be submitted to the Land Use Department.  
Proposals will not be considered further until application packets is complete.

## DETAILS OF EXISTING PROJECT SITE

1. Name of property owner(s): Tad and Fujiko Sakuma  
Address: 937 Madison Ave. N, Bainbridge Island Phone: (206) 842-3315
2. If the owner(s) of record as shown by the county assessor's office is not the applicant, the owner's signed and notarized authorization must accompany this application.  
Applicant name: Bruce MacLearnsberry  
or Contact person: Colleen Adams (206) 842-5636  
Address: 835 Madison Ave. N, Bainbridge Island Phone: (206) 842-4765
3. Legal description of project site (or attach): attached
4. General location of site: Madison Ave. N, cross street Wallace Way,  
Bainbridge Island
5. Current/proposed zoning: MUTC (Madison-8 overlay)  
Comprehensive Plan Designation: same
6. Property Dimensions 165x238' Total Property Area 39352 sq. ft.
7. Current use of property: residential
8. Current use/zoning of adjacent property:  
North: 272502-1-066-2003 & 272502-1-021-2003 (Mad-8)  
Zoning: MUTC  
South: 272502-1-057-2004  
Zoning: MUTC  
East: Madison Ave. N  
Zoning: MUTC  
West: 272502-1-023-2005  
Zoning: R4.3



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Kitsap Co, WA



City of Bainbridge Island

BOUNDARY LINE ADJUSTMENT APPLICATION

DETAILS OF PROJECT PROPOSAL

9. MAP: The map shall be legibly drawn at a workable scale and contain the following described information:

1. Names, mailing addresses and phone numbers of all owners and person preparing the map.
2. Date map was prepared, North Point and Scale.
3. The approximate width and location of all proposed or existing easements together with the purpose thereof.
4. Approximate location, width, name, and status as public or private of all existing and proposed streets lying within and adjacent to both ownerships.
5. The outline of any existing buildings to remain in place and their locations in relation to existing and proposed boundaries.
6. The approximate locations of areas of unstable slopes, slopes greater than 40% or areas with a history of landslides; the approximate location of areas subject to inundation; the approximate locations of existing or proposed lakes, ponds, springs, wetlands, or reservoirs; and the locations, width, and direction of flow of all significant water courses or culverts.
7. The approximate location of property line fences, wells, drainfields, sewer, culverts, drain pipes, underground structure, overhead hazards within the area of the land to be transferred.

Acreage

Assessor's Parcel Number(s)	Parcel Owner(s)	Before adjustment	After adjustment
272502-1-023-2005	Alcott/Fielder	21,780sq.ft.	25343sq.ft.
272502-1-022-2006	Sakuma	39,352sq.ft.	35790sq.ft.

Briefly describe the proposed parcel adjustments: (Acreage to be adjusted from Assessor's Parcel Number into Assessor's Parcel Number, etc.):

237.5' x 15' = 3562.5sq.ft. taken from Sakuma (272502-1-022-2006) added to Alcott/Fielder (272502-1-023-2005), presently without access. This adjustment is to give Alcott/Fielder access.



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Killsap Co, WA

OWNER/APPLICANT AGREEMENT

The undersigned is owner(s) of record of property identified by the Kitsap County Assessor's Account Number 272502-1-022- located at 937 Madison Ave N, Bainbridge  
2006 Island

The undersigned hereby give consent and approval to an application for boundary line  
adjustment of the land referenced above as initiated by Charles Byrne  
acting for the undersigned.

E. Raymond Alcott 2-16-97 Audrey R. Fielder 2-16-97  
Owner of record date Owner of record date

California  
STATE OF WASHINGTON ) SS.  
COUNTY OF KITSAP ) Contra Costa

On this 16<sup>th</sup> day of February, 19 97, before me, the undersigned, a  
Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared  
E. Raymond Alcott California and Audrey A. Fielder

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

I proved to me on the basis of satisfactory evidence.  
WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year in this certificate above  
written. The 16th day of February, 19 97

C. Glanzman  
Notary Public in and for the State of Washington,  
residing at California  
5100-1B Clayton Rd.  
Concord, Ca 94521



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Kitsap Co, WA

# DECLARATION

I, the undersigned, state that to the best of my knowledge, the information I have presented in this application and on any accompanying documents and drawings is true and complete. It is understood that the City of Bainbridge Island may nullify any decision made in reliance upon information given on this application form if I make any willful misrepresentation or willful lack of full disclosure.

E. Raymond Alcott  
Signature of Owner 2-16-97  
Date

Debra DeBenedictis  
Signature of Applicant 2/25/97  
Date

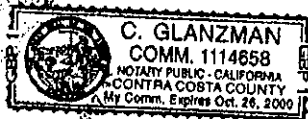
California  
STATE OF WASHINGTON )

Contra Costa<sup>ss.</sup>  
COUNTY OF KITSAP )

On this 16<sup>th</sup> day of February, 1997, before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared E. Raymond Alcott California and Audrey A. Fielder

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

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year in this certificate above written. The 16<sup>th</sup> day of February 1997



C. Glanzman  
Notary Public in and for the State of Washington  
residing at California  
5100-1B Clayton Rd.  
Concord, Ca 94521



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Kitsap Co, WA

After recording return to:



**MACLEARNBERRY, Inc.**  
Civil Engineers • Land Surveyors • Planners  
Environmental Scientists  
139 WYATT WAY NE BAINBRIDGE ISLAND, WA 98110  
PHONE (206) 842 5514



LAND TITLE CO

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Kitsap Co, WA

## Quit Claim Deed

Statutory Form

Reference Number: 627634  
Grantor(s): Tad & Fujiko Sakuma  
Grantee(s): E. Raymond Alcott & Audrey A. Fielder  
Legal Description: Portion of the northeast quarter of the northeast quarter of Section 27, Township 25 North, Range 2 East, W.M. (See also below.)  
Assessor's Tax Parcel Number(s): 272502-1-022-200

THE GRANTORS TAD SAKUMA and FUJIKO SAKUMA, husband and wife of Bainbridge Island, County of Kitsap, State of Washington, for and in consideration of \_\_\_\_\_ (\_\_\_\_\_) convey and quit claim to E. RAYMOND ALCOTT and AUDREY A. FIELDER of Concord, County of Contra Costa, State of California, all interest in the following described Real Estate:

The south 15.00 feet of that portion of the southeast quarter of the northeast quarter of the northeast quarter of Section 27, Township 25 North, Range 2 East, W.M., in Kitsap County, Washington, described as follows:

Beginning at the southeast corner of said subdivision; thence West, a distance of 264 feet (16 rods); thence North, a distance of 165 feet (10 rods); thence East, a distance of 264 feet (16 rods); thence South, a distance of 165 feet (10 rods) to the True Point of Beginning;

EXCEPT the East 25.00 feet thereof for Madison Avenue.

situated in the County of Kitsap, State of Washington dated this \_\_\_\_\_ day of \_\_\_\_\_.

STATE OF: \_\_\_\_\_ )  
County of: \_\_\_\_\_ ) §

ON THIS DAY personally appeared before me \_\_\_\_\_  
\_\_\_\_\_ to me known to be the individual(s) described in and who  
executed the within and foregoing Declaration and acknowledged that \_\_\_\_\_ signed the same  
as \_\_\_\_\_ free and voluntary act.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

NOTARY PUBLIC in and for the  
State of \_\_\_\_\_, residing  
at \_\_\_\_\_



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Kitsap Co, WA

# MACLEARNSBERRY, INC.

CIVIL ENGINEERS — LAND SURVEYORS — PLANNERS — GEOLOGISTS — ENVIRONMENTAL SCIENTISTS

159 WYATT WAY NE  
BAINBRIDGE ISLAND, WA 98110  
(206) 842-5514

P.O. BOX 65382  
PORT LUDLOW, WA 98365  
(360) 437-0430



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Closure Check  
Drawing: 96112BLA  
2/25/97 Tue 8:03am BAM

## Description for: LOT A

Bearing	Distance	Northing	Easting
		35377.09	83954.22
S 01°14'16" W	150.65	35226.48	83950.96
S 87°52'05" E	238.57	35217.60	84189.36
S 01°15'40" W	15.00	35202.61	84189.03
N 87°52'05" W	370.34	35216.38	83818.95
N 01°13'34" E	165.67	35382.01	83822.49
S 87°51'37" E	131.82	35377.09	83954.22

Area = 25409.5281 square feet, 0.5833 acres

Error North = 0.00

Error East = 0.01

Absolute Error = 0.01

Perimeter = 1072.05

Direction of error = N 83°35'23" E

Precision = 1 in 107642

## Description for: LOT B

Bearing	Distance	Northing	Easting
		35217.60	84189.36
N 87°52'05" W	238.57	35226.48	83950.96
N 01°14'16" E	150.65		

S 87°51'37" E	238.63	35377.09	83954.22
		35368.18	84192.68
S 01°15'40" W	150.62	35217.60	84189.36

Area = 35936.2176 square feet, 0.8250 acres

Error North = -0.00

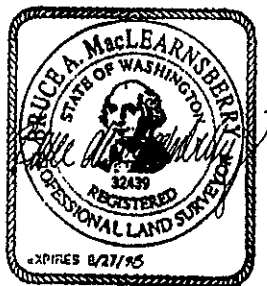
Error East = -0.00

Absolute Error = 0.00

Perimeter = 778.46

Direction of error = S 30°28'03" W

Precision = 1 in 205032



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 Kitsap Co, WA

7906070116

P.O. Box 10100  
Winslow 98110  
FILED FOR RECORD  
REC. City of Winslow  
JUN -7 PM 12:55

CITY OF WINSLOW

SEAL OF THE CITY OF WINSLOW  
CITY AUDITOR

ORDINANCE 79 - 07

AN ORDINANCE OF THE CITY OF WINSLOW AMENDING ORDINANCE NO. 78-19 ALLOWING TIME PAYMENTS FOR CHARGES IN LIEU OF ASSESSMENTS AND PROVIDING FOR DELAY IN THE EFFECTIVE DATE OF INCREASES IN PARTICIPATION FEES

The City Council of the City of Winslow DO ORDAIN as follows:

SECTION 1

Section 3 of Ordinance No. 78-19 be and hereby is amended to read as follows:

(3) That none of the properties described in Exhibit 1. will be permitted to connect to the Winslow Sewer Interceptor or line until the charges set forth herein have been paid to the City in advance or time payment arrangements have been made with the City. Any charge in lieu of assessment may be paid in ten (10) annual installments, the first installment to be paid prior to connection and each additional installment shall be due and payable on the same date in each succeeding year. The unpaid installments will bear interest at the rate of twelve (12) percent per annum on the unpaid balance and in the event any installment is not paid on the due date the interest rate shall be fifteen (15) percent per annum until the delinquency is corrected. The unpaid charges in lieu of assessment shall be a lien against the property prior to all other liens or encumbrances except general property taxes and failure to pay any installment when due may result in foreclosure of the lien and any judgment of foreclosure will include an award for reasonable attorneys fees, costs and disbursements incurred.

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

7906070116



SECTION 2

Section 4 of Ordinance No. 78-19 is deemed amended to read as follows:

(4) The charges in lieu of assessment established by this Ordinance shall be in addition to any other sewer participation fees, connection fees or inspection fees as established by Ordinance No. 78-29. Any application for connection under the provisions of this Ordinance which is received prior to Sept. 1, 1979, together with all required fees, shall not be subject to the "cost of living adjustment" as set forth in Ordinance No. 78-29, Section 1 (4).

SECTION 3

A certified copy of this amending ordinance will be filed for record with the Kitsap County Auditor by the City Clerk upon its passage.

SECTION 4

This Ordinance shall take effect five (5) days after posting or publication in the manner provided by law.

PASSED by the City Council of the City of Winslow, Washington this 5th day of February, 1979.

Alice B. Tawressky  
MAYOR ALICE B. TAWRESSKY

ATTEST:

Norma Sue Frix  
NORMA SUE FRIX, CLERK/TREASURER

APPROVED AS TO FORM:

Robert W. McKisson  
ROBERT W. MCKISSON  
OF MCKISSON, LEHNE AND ASSOCIATES  
CITY ATTORNEYS

7906070116

REEL 174R1929

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

FILED FOR RECORD.

REC'D City of Winslow  
JUL 10 AM 11:05

NOTICE OF ADDITIONAL WATER OR SEWER FACILITY  
TAP OR CONNECTION CHARGES

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 in and for the  
State of Washington, residing at  
Bridgeport, Washington

07100114

REC-177R20-17

Map on file in Auditor's Office on card under No. 7905070116

RETURN ADDRESS:

Kitsap Bank  
607 Pacific Ave  
P.O. Box 1080  
Bremerton, WA 98337

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CONSTRUCTION DEED OF TRUST

DATE: September 18, 2017

Reference # (if applicable): \_\_\_\_\_

Grantor(s): \_\_\_\_\_

Additional on page \_\_\_\_\_

1. Wallace Cottages, LLC

Grantee(s)

1. Kitsap Bank

2. FCB Real Estate Services, LLC, Trustee

Legal Description: Parcel I: Ptn NE/NE, Section 27, Township 25 North, Range 2 East  
Parcel II: Lot B, C, & D, Bainbridge Island Short Plat No. 06-07-91-1 (B1-1/W 78), AF Nos.  
9204280006 & 9204280007, Ptn SE/NE, Section 27, Township 25 North, Range 2 East.

Additional on page 9

Assessor's Tax Parcel ID#: 272502-1-023-2005, 272502-1-153-2007, 272502-1-154-2006,  
272502-1-155-2005

THIS DEED OF TRUST is dated September 18, 2017, among Wallace Cottages, LLC; a Washington Limited Liability Company ("Grantor"); Kitsap Bank, whose mailing address is Poulsbo, 19725 7th Ave NE, Poulsbo, WA 98370 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and FCB Real Estate Services, LLC, whose mailing address is PO Box 9, Port Orchard, WA 98366 (referred to below as "Trustee").

# DEED OF TRUST (Continued)

Page 2

**CONVEYANCE AND GRANT.** For valuable consideration, Grantor conveys to Trustee in trust with power of sale, right of entry and possession and for the benefit of Lender as Beneficiary, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Kitsap County, State of Washington:

See Exhibit "A", which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 349, 351 Wallace Way & 347 Fir Acres Drive NW, Bainbridge Island, WA 98110. The Real Property tax identification number is 272502-1-023-2005, 272502-1-153-2007, 272502-1-154-2006, 272502-1-155-2005.

**CROSS-COLLATERALIZATION.** In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Grantor hereby assigns as security to Lender, all of Grantor's right, title, and interest in and to all leases, Rents, and profits of the Property. This assignment is recorded in accordance with RCW 65.08.070; the lien created by this assignment is intended to be specific, perfected and choate upon the recording of this Deed of Trust. Lender grants to Grantor a license to collect the Rents and profits, which license may be revoked at Lender's option and shall be automatically revoked upon acceleration of all or part of the Indebtedness. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS ALSO GIVEN TO SECURE ANY AND ALL OF GRANTOR'S OBLIGATIONS UNDER THAT CERTAIN CONSTRUCTION LOAN AGREEMENT BETWEEN GRANTOR AND LENDER OF EVEN DATE HERewith. ANY EVENT OF DEFAULT UNDER THE CONSTRUCTION LOAN AGREEMENT, OR ANY OF THE RELATED DOCUMENTS REFERRED TO THEREIN, SHALL ALSO BE AN EVENT OF DEFAULT UNDER THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

**CONSTRUCTION MORTGAGE.** This Deed of Trust is a "construction mortgage" for the purposes of Sections 9.334 and 2A-309 of the Uniform Commercial Code, as those sections have been adopted by the State of Washington.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property, and (3) collect the Rents from the Property (this privilege is a license from Lender to Grantor automatically revoked upon default). The following provisions relate to the use of the Property or to other limitations on the Property. The Real Property is not used principally for agricultural purposes.

**Duty to Maintain.** Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any

# DEED OF TRUST (Continued)

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stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

**Compliance with Governmental Requirements.** Grantor shall promptly comply, and shall promptly cause compliance by all agents, tenants or other persons or entities of every nature whatsoever who rent, lease or otherwise use or occupy the Property in any manner, with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**Construction Loan.** If some or all of the proceeds of the loan creating the indebtedness are to be used to construct or complete construction of any Improvements on the Property, the Improvements shall be completed no later than the maturity date of the Note (or such earlier date as Lender may reasonably establish) and Grantor shall pay in full all costs and expenses in connection with the work. Lender will disburse loan proceeds under such terms and conditions as Lender may deem reasonably necessary to insure that the interest created by this Deed of Trust shall have priority over all possible liens, including those of material suppliers and workmen. Lender may require, among other things, that disbursement requests be supported by receipted bills, expense affidavits, waivers of liens, construction progress reports, and such other documentation as Lender may reasonably request.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at Lender's option, (A) declare immediately due and payable all sums secured by this Deed of Trust or (B) increase the interest rate provided for in the Note or other document evidencing the indebtedness and impose such other conditions as Lender deems appropriate, upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Washington law.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

**Right to Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Deed of Trust:

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least forty-five (45) days prior written notice to Lender. Each insurance policy

# DEED OF TRUST (Continued)

Page 4

also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid without interest to Grantor as Grantor's interests may appear.

**Grantor's Report on Insurance.** Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Deed of Trust:

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's indebtedness shall be paid in full.

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Deed of Trust.

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice all at Grantor's expense, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the indebtedness secured by this Deed of Trust, (2) a specific tax on

## DEED OF TRUST (Continued)

Page 5

Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee shall be paid by Grantor, if permitted by applicable law. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto", and the recitals in the reconveyance of any matters or facts shall be conclusive proof of the truthfulness of any such matters or facts.

**EVENTS OF DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

**Payment Default.** Grantor fails to make any payment when due under the Indebtedness.

**Other Defaults.** Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

**Compliance Default.** Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

**Default on Other Payments.** Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to affect discharge of any lien.

**Default in Favor of Third Parties.** Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Deed of Trust or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Death or Insolvency.** The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial

**DEED OF TRUST  
(Continued)**

Page 6

proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or foreclosure proceeding and if Grantor gives Lender written notice of the creditor or foreclosure proceeding and deposits with Lender monies or a surety bond for the creditor or foreclosure proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Breach of Other Agreement.** Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**Right to Cure.** If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Grantor demanding cure of such default: (1) cures the default within ten (10) days; or (2) if the cure requires more than ten (10) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**RIGHTS AND REMEDIES ON DEFAULT.** If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

**Accelerate Indebtedness.** Lender shall have the right at its option to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

**Foreclosure.** With respect to all or any part of the Real Property, the Trustee shall have the right to exercise its power of sale and to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Collect Rents.** Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding or pending foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

**Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

**Sale of the Property.** To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest in the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**Rights of Trustee.** Trustee shall have all of the rights and duties of Lender as set forth in this section



# DEED OF TRUST (Continued)

Page 7

**POWERS AND OBLIGATIONS OF TRUSTEE.** The following provisions relating to the powers and obligations of Trustee (pursuant to Lender's instructions) are part of this Deed of Trust:

**Powers of Trustee.** In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

**Obligations to Notify.** Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless required by applicable law, or unless the action or proceeding is brought by Trustee.

**Trustee.** Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

**Successor Trustee.** Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Kitsap County, State of Washington. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page or the Auditor's File Number where this Deed of Trust is recorded, and the name and address of the successor trustee. The instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

**NOTICES.** Subject to applicable law, and except for notice required or allowed by law to be given in another manner, any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by mail, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Subject to applicable law, and except for notice required or allowed by law to be given in another manner, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Deed of Trust:

**Amendments.** This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Annual Reports.** If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of not operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

**Caption Headings.** Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

**Merger.** There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Governing Law.** This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Washington without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Washington.

**Choice of Venue.** If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Kitsap County, State of Washington.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

**Successors and Assigns.** Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Deed of Trust.

**Waiver of Homestead Exemption.** Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Washington as to all indebtedness secured by this Deed of Trust.

DEED OF TRUST  
(Continued)

Page 8

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Beneficiary.** The word "Beneficiary" means Kitsap Bank, and its successors and assigns.

**Borrower.** The word "Borrower" means Wallace Cottages, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Deed of Trust.** The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

**Default.** The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

**Grantor.** The word "Grantor" means Wallace Cottages, LLC.

**Guarantor.** The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

**Guaranty.** The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Deed of Trust.

**Lender.** The word "Lender" means Kitsap Bank, its successors and assigns.

**Note.** The word "Note" means the promissory note dated September 18, 2017, in the original principal amount of \$956,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all issues and profits thereon and proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness; provided, that guaranties are not "Related Documents" and are not secured by this Deed of Trust.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**Trustee.** The word "Trustee" means FCB Real Estate Services, LLC, whose mailing address is PO Box 9, Port Orchard, WA 98366 and any substitute or successor trustees.

DEED OF TRUST  
(Continued)

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

WALLACE COTTAGES, LLC

By: [Signature]  
David R. A. Smith, Manager of Wallace Cottages, LLCBy: [Signature]  
Barry C. Keenan, Manager of Wallace Cottages, LLCBy: [Signature]  
Nicholas D. T. Smith, Manager of Wallace Cottages, LLCBy: [Signature]  
Andre Olaine, Manager of Wallace Cottages, LLC

## LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF WaCOUNTY OF Kitsap

On this 20<sup>th</sup> day of September, 20 17, before me, the undersigned Notary Public, personally appeared David R. A. Smith, Manager of Wallace Cottages, LLC, and personally known to me or proved to me on the basis of satisfactory evidence to be a member or designated agent of the limited liability company that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the limited liability company.

By: Tracy L. Miller  
Notary Public in and for the State of Wa

State of Washington  
TRACY L. MILLER Residing at Poulsbo  
MY COMMISSION EXPIRES 7-21-2020  
July 21, 2020

## LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF WaCOUNTY OF Kitsap

On this 20<sup>th</sup> day of September, 20 17, before me, the undersigned Notary Public, personally appeared Barry C. Keenan, Manager of Wallace Cottages, LLC, and personally known to me or proved to me on the basis of satisfactory evidence to be a member or designated agent of the limited liability company that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the limited liability company.

By: Tracy L. Miller  
Notary Public in and for the State of Wa

Notary Public  
State of Washington Residing at Poulsbo  
TRACY L. MILLER My commission expires 7-21-2020  
MY COMMISSION EXPIRES  
July 21, 2020

DEED OF TRUST  
(Continued)

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## LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Wa )  
COUNTY OF Kitsap ) SS

On this 20th day of September, 2017, before me, the undersigned Notary Public, personally appeared Nicholas D. T. Smith, Manager of Wallace Cottages, LLC, and personally known to me or proved to me on the basis of satisfactory evidence to be a member or designated agent of the limited liability company that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the limited liability company.

By Tracy L. Miller  
Notary Public in and for the State of Wa  
 Notary Public Residing at Poulsbo  
 State of Washington  
 TRACY L. MILLER  
 MY COMMISSION EXPIRES July 21, 2020  
 My commission expires 7.21.2020

## LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Wa )  
COUNTY OF Kitsap ) SS

On this 20th day of September, 2017, before me, the undersigned Notary Public, personally appeared Andre Olaine, Manager of Wallace Cottages, LLC, and personally known to me or proved to me on the basis of satisfactory evidence to be a member or designated agent of the limited liability company that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the limited liability company.

By Tracy L. Miller  
Notary Public in and for the State of Wa  
 Notary Public Residing at Poulsbo  
 State of Washington  
 TRACY L. MILLER  
 MY COMMISSION EXPIRES July 21, 2020  
 My commission expires 7.21.2020

## REQUEST FOR FULL RECONVEYANCE

To \_\_\_\_\_ Trustee

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. You are hereby requested, upon payment of all sums owing to you, to reconvey without warranty, to the persons entitled thereto, the right, title and interest now held by you under the Deed of Trust.

Date: \_\_\_\_\_ Beneficiary: \_\_\_\_\_  
 By: \_\_\_\_\_  
 Its: \_\_\_\_\_

Exhibit "A"

Order No.: 32161316

Parcel I:

That portion of the Northeast quarter of the Northeast quarter, Section 27, Township 25 North, Range 2 East, W.M., in Kitsap County, Washington, described as follows:  
Commencing at a point 264 feet West of the Southeast corner of the Southeast quarter of the Northeast quarter of the Northeast quarter of Section 27; thence West 132 feet; thence North 165 feet; thence East 132 feet; thence South 165 feet to the point of beginning;

Together with the South 15 feet of the following described property:  
That portion of the Northeast quarter of the Northeast quarter of Section 27, Township 25 North, Range 2 East, W.M., in Kitsap County, Washington, described as follows:  
Beginning at the Southeast corner of said Northeast quarter of the Northeast quarter; thence West 264 feet; thence North 165 feet; thence East 264 feet; thence South 165 feet to the point of beginning;

Except that portion on the East for Madison Avenue;

And except that portion conveyed to the City of Winslow in Quit Claim Deed recorded under Auditor's File No. 8903270082.

Parcel II:

Lots B, C and D of City of Bainbridge Island Short Plat No. 06-07-91-1 (BI-1/W-78), recorded in Volume 8 of Short Plats, Page 47, under Auditor's File Nos. 9204280006 and 9204280007, being a portion of the Southeast quarter of the Northeast quarter of Section 27, Township 25 North, Range 2 East, W.M., in Kitsap County, Washington.

Parcel IIA:

An easement for access and utilities as described and delineated in instruments recorded under Auditor's File Nos. 9204280006 and 9204280007, being a portion of the Southeast quarter of the Northeast quarter of Section 27, Township 25 North, Range 2 East, W.M., in Kitsap County, Washington.

...End of Exhibit "A"...

# RECORD OF SURVEY R.C.W. 58.09 ALTA/ACSM SURVEY

TO LOCATOR HOMES, INC. AND LAND TITLE COMPANY OF WISCONSIN

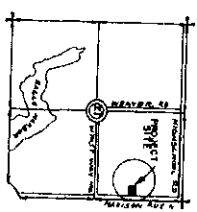
THIS IS TO CERTIFY THAT THIS MAP AND THE SURVEY THEREON ARE THE WORK OF THE ENGINEER AND SURVEYOR AND THAT THE ENGINEER AND SURVEYOR ARE NOT PROVIDING ANY GUARANTEE OR WARRANTY FOR THE ACCURACY OF THE SURVEY OR THE MAP. THE ENGINEER AND SURVEYOR ARE NOT PROVIDING ANY GUARANTEE OR WARRANTY FOR THE ACCURACY OF THE SURVEY OR THE MAP. THE ENGINEER AND SURVEYOR ARE NOT PROVIDING ANY GUARANTEE OR WARRANTY FOR THE ACCURACY OF THE SURVEY OR THE MAP.

Surveyed by: [Signature]  
Registration No. 73-1-1

## NOTES

1. FOUND BOUNDARY MONUMENT AND BE 17' 1/2" FEET FROM THE SECTION CORNER
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## VICINITY MAP



## LEGEND

- FENCE
- MANHOLE
- ☼ LIGHT POLE
- FH X PIPE HYDRANT
- WM WATER METER
- WV WATER VALVE
- CB CATCH BASIN



## SCALE

ROATS ENGINEERING  
ENGINEERS & SURVEYORS

P. O. BOX 730  
19494 SEVENTH AVENUE NE  
POHLSD, WASHINGTON 98170  
PH (206) 779-3939 FAX (206) 779-4189

## RECORD OF SURVEY

DATE	21 MAY 1993	DRAWN BY	JMG & MWS	QIR SE NE
CHECKED BY	JMG	SEC 27		
SHEET ONE OF ONE		TYP 25N		
FIELD BOOK NO.		RNG 2E W/H		
JOB ORDER NO 935-10389		CD KTSAP		

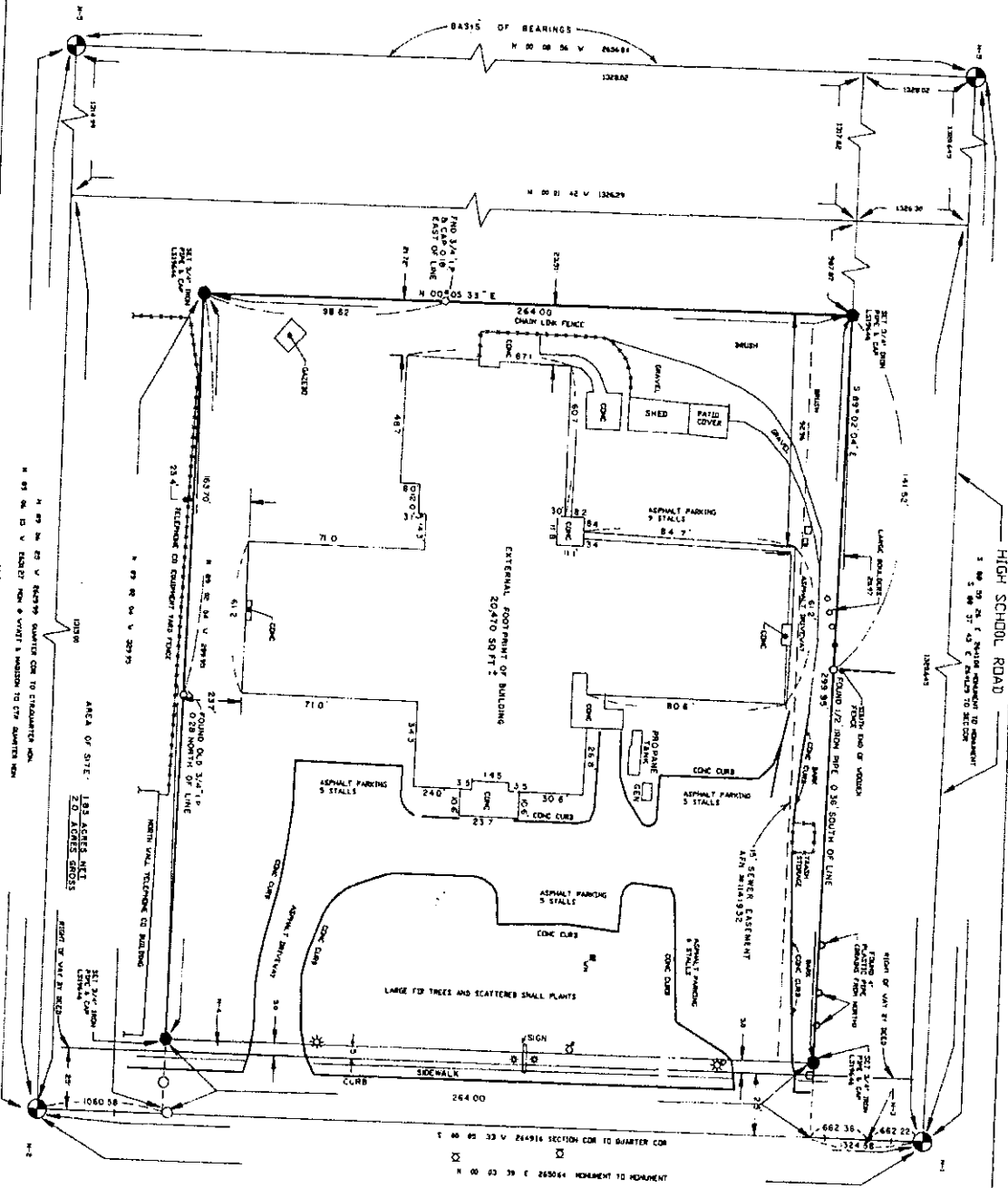
LEGAL DESCRIPTION  
SECTION FROM EXHIBIT A LAND TITLE COMPANY OF WISCONSIN COUNTY, TITLE  
COMPARISON NO. E-303807  
OF THE NORTHWEST QUARTER SECTION 27, TOWNSHIP 25 NORTH, RANGE 2  
SITING IN WISCONSIN COUNTY, WISCONSIN

## WYATT AVENUE

EQUIPMENT AND PROCEDURES  
5 SEC TOPCON GTS-4B TOTAL STATION  
CLOSED TRAVERSE METHODS

## SURVEYOR'S CERTIFICATE

AUDITOR'S CERTIFICATE  
I HAVE REVIEWED THIS MAP AND THE  
SURVEY THEREON IN SECTION 27 OF  
TOWNSHIP 25 NORTH, RANGE 2  
VOLUME 57 PAGE 32  
THE REQUIREMENTS OF THE  
UNICARE HOMES, INC. (CLIENT)  
MICHAEL N. SPURLOCK, SURVEYOR  
IN THE MONTH OF MAY 1993



# RECORD OF SURVEY

SHOWING A PORTION OF THE  
NE 1/4 OF THE SE 1/4 OF THE NE 1/4 OF  
SECTION 27, T. 25 N., R. 2 E., W.M.  
WITHIN THE CITY OF BAINBRIDGE ISLAND  
KITSAP COUNTY, WASHINGTON  
FOR

UNICARE HEALTH FACILITIES, INC.

TOTAL SITE IS COMPOSED OF THE FOLLOWING DESCRIBED PROPERTIES:

## LEGAL DESCRIPTIONS:

(EXISTING FACILITY, PER TITLE INSURANCE ALTA LOAN POLICY #791216, ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, AND DATED SEPTEMBER 19, 1993.)  
(TAX PARCEL NO. 272502-1-027-2004)

THE NORTH 264 FEET OF THE EAST 130 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 25 NORTH, RANGE 2 EAST, W.M., IN KITSAP COUNTY, WASHINGTON, EXCEPT MADISON AVENUE SOUTH

AND ALSO EXCEPT THAT PORTION CONVERTED TO CITY OF WASHINGTON UNDER AUDITOR'S FILE NO. 800327008+ (PARCELS WITHIN SHORT PLAT RECORDED UNDER AUDITOR'S FILE NUMBER 820428006, PER TITLE INSURANCE ALTA LOAN POLICY #34810, ISSUED BY CHARTER TITLE INSURANCE COMPANY, AND DATED SEPTEMBER 29, 1993.)

- PARCEL 1: (TAX PARCEL NO. 272502-1-154-2006)  
LOT C, CITY OF BAINBRIDGE ISLAND SHORT PLAT, AS RECORDED UNDER KITSAP COUNTY RECORDING NO. 920428006.

- PARCEL 1A:  
AN EASEMENT FOR WGRESS AND EGRESS OVER, UNDER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE NORTHWEST CORNER OF THE ABOVE DESCRIBED PROPERTY, THENCE ALONG THE WEST LINE OF THE EAST ONE-HALF OF THE WEST ONE-HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27, NORTH 01°11'50" EAST 185.68 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27, THENCE ALONG SAID NORTH LINE, SOUTH 87°53'43" EAST 20.00 FEET, THENCE SOUTH 01°11'50" WEST 101.19 FEET, THENCE ON A 25.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 85°35'02" AN ARC DISTANCE OF 37.14 FEET, THENCE ON A 40.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 266°29'00" AN ARC DISTANCE OF 186.04 FEET TO THE POINT OF BEGINNING

- PARCEL 1B: (TAX PARCEL NO. 272502-1-155-2158902)  
LOT D, CITY OF BAINBRIDGE ISLAND SHORT PLAT, AS RECORDED UNDER KITSAP COUNTY RECORDING NO. 920428006.

- PARCEL 1A:  
AN EASEMENT FOR WGRESS AND EGRESS OVER, UNDER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE SOUTHWEST CORNER OF THE ABOVE DESCRIBED PROPERTY, THENCE ALONG THE WEST LINE OF THE EAST ONE-HALF OF THE WEST ONE-HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27, NORTH 01°11'50" EAST 185.68 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27, THENCE ALONG SAID NORTH LINE, SOUTH 87°53'43" EAST 20.00 FEET, THENCE SOUTH 01°11'50" WEST 101.19 FEET, THENCE ON A 25.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 85°35'02" AN ARC DISTANCE OF 37.14 FEET, THENCE ON A 40.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 266°29'00" AN ARC DISTANCE OF 186.04 FEET TO THE POINT OF BEGINNING

- PARCEL 1B: (TAX PARCEL NO. 272502-1-153-2007)  
LOT E, CITY OF BAINBRIDGE ISLAND SHORT PLAT, AS RECORDED UNDER KITSAP COUNTY RECORDING NO. 920428006.

- PARCEL 1A:  
AN EASEMENT FOR WGRESS AND EGRESS OVER, UNDER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE SOUTHWEST CORNER OF THE ABOVE DESCRIBED PROPERTY, THENCE ALONG THE WEST LINE OF THE EAST ONE-HALF OF THE WEST ONE-HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27, NORTH 01°11'50" EAST 185.68 FEET, THENCE ALONG SAID NORTH LINE, SOUTH 87°53'43" EAST 20.00 FEET, THENCE SOUTH 01°11'50" WEST 101.19 FEET, THENCE ON A 25.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 85°35'02" AN ARC DISTANCE OF 37.14 FEET, THENCE ON A 40.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 266°29'00" AN ARC DISTANCE OF 186.04 FEET TO THE POINT OF BEGINNING



## SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN COMPLIANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT, AT THE REQUEST OF UNICARE HEALTH FACILITIES, INC., IN JUNE, 1996

*W. J. G. G. G.*  
KITAP COUNTY, WASHINGTON DATE 6/22/96

## AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 27<sup>th</sup> DAY OF AUGUST, 1996,  
AT 3:57 P.M. IN BOOK 45 OF SURVEYS, AT PAGE 204,  
AT THE REQUEST OF POLARIS ENGINEERING AND SURVEYING, INC.

*K. J. G. G.*  
COUNTY AUDITOR

S.R.A. PLUNG DATA  
SECTION INDEX  
T 25 N., R 2 E., W.M.

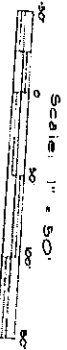


SHEET 1 OF 2  
Kitap Engineering & Surveying, Inc. 201 S. 1st St., Suite 201, Tacoma, WA 98402  
PHONE (206) 535-3333 FAX (206) 535-3333

**Polaris**

272502/1/1610

AS 722



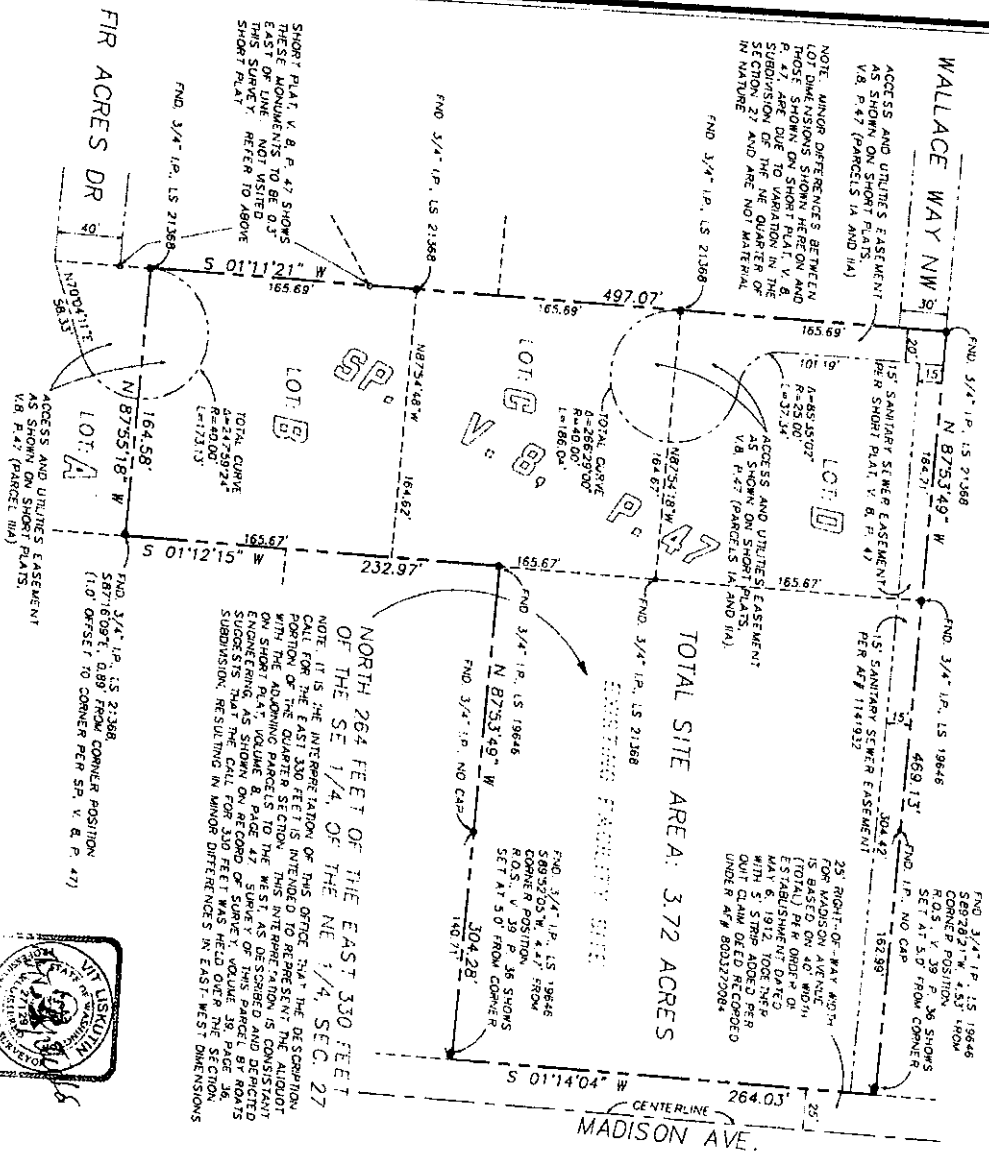
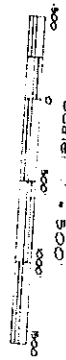
# RECORD OF SURVEY

SHOWING A PORTION OF THE  
NE 1/4 OF THE SE 1/4 OF THE NE 1/4 OF  
SECTION 27, T. 25 N., R. 2 E., W.M.  
WITHIN THE CITY OF BAINBRIDGE ISLAND  
KITSAP COUNTY, WASHINGTON

FOR  
UNICARE HEALTH FACILITIES, INC.

## SECTION DIAGRAM

NORTHEAST QUARTER OF SEC. 27, T. 25 N., R. 2 E., W.M.



### EQUIPMENT

LEITZ SET-4, 3 SECOND TOTAL STATION

### PROCEDURES

FIELD TRAVERSE

### DATE OF SURVEY:

JUNE, 1996

### LEGEND:

UNLESS OTHERWISE NOTED

● INDICATES SURVEY MONUMENT

--- EXTERIOR BOUNDARY OF THE LAND INCLUDED IN THIS SURVEY

--- INTERIOR LOT AND OTHER PARCEL BOUNDARIES

### BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE LINE BETWEEN MONUMENTS FOUND AT THE CORNER OF MADISON AVENUE AND AT THE CORNER OF WALLACE AVENUE. THE DISTANCES CALCULATED FOR SAID LINE FROM THE KITSAP COUNTY SECTION SUBDIVISION DIAGRAM FOR SECTION 27, T. 25 N., R. 2 E., W.M.

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE LINE BETWEEN MONUMENTS FOUND AT THE CORNER OF MADISON AVENUE AND AT THE CORNER OF WALLACE AVENUE. THE DISTANCES CALCULATED FOR SAID LINE FROM THE KITSAP COUNTY SECTION SUBDIVISION DIAGRAM FOR SECTION 27, T. 25 N., R. 2 E., W.M.

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### SECTION CONTROL

FOR THIS SURVEY HAS BEEN TAKEN FROM THE 1990 KITSAP COUNTY SECTION SUBDIVISION OF THIS SECTION. THE DISTANCES SHOWN ON SAID SECTION SUBDIVISION HAVE BEEN CONVERTED TO GROUND DISTANCE BY A COMBINED FACTOR OF 1.000028. MONUMENTS, IF ANY, UNLESS OTHERWISE NOTED.

FOR THIS SURVEY HAS BEEN TAKEN FROM THE 1990 KITSAP COUNTY SECTION SUBDIVISION OF THIS SECTION. THE DISTANCES SHOWN ON SAID SECTION SUBDIVISION HAVE BEEN CONVERTED TO GROUND DISTANCE BY A COMBINED FACTOR OF 1.000028. MONUMENTS, IF ANY, UNLESS OTHERWISE NOTED.

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### SECTION INDEX

1 25 N., R. 2 E., W.M.

1 25 N., R. 2 E., W.M.

1 25 N., R. 2 E., W.M.

1 25 N., R. 2 E., W.M.

20 S. 20th St. & 2nd Ave. N.E.  
SUITE 200 (200) 333-1111 FAX: (200) 333-1111

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20 S. 20th St. & 2nd Ave. N.E.  
SUITE 200 (200) 333-1111 FAX: (200) 333-1111



## SURVEYORS CERTIFICATE

EQUIPMENT USED: THEODOURITES, WMD 716  
 6264 21 6 200000

PROCEDURES: SMOGSHA SET 3  
CLOSED LOOP CONTROL TRAVERSES WITH 4 HORIZONTAL ANGLES  
TURNED PER ANGLE PORT; BALANCED BY COMPASS RULE

DRAWN BY	DATE	JOB NO
BAM	AUGUST 30, 1996	96082

DESIGNED BY	MCM	SCALE	1" = 50'	SHEET	1 of 1
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THIS MAP CORRECTLY REPORTS

MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF:

UNICARE HEALTH FACILITIES IN AUGUST 1985

CERTIFICATE NO. 8425



## NOTES

[illegible]

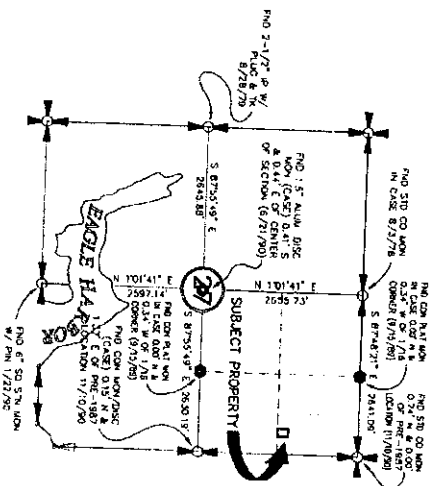
### LEGAL DESCRIPTION

(SUBJECT PROPERTY DEED BEARINGS AND DISTANCES ARE SHOWN HEREIN IN PARENTHESES.) (ADJOINING DEED BEARINGS AND DISTANCES ARE SHOWN HEREIN IN BRACKETS.) ALL OTHER BEARINGS AND DISTANCES ARE PER THE MERIDIAN AND SECTION SUBDIVISION OF THIS SURVEY.

## LEGEND

- 5/1 3/4" IRON PIPE WITH SURVEYOR'S I.D. CAP #242
- FOUND MARKER AS NOTED
- SANITARY SEWER MANHOLE ON PROPERTY LINE

**MACLEARNSBERRY SUBDIVISION**



4125021107  
NE 1/4, NE 1/4, SEC. 27, T. 25 N., R. 2 E., W. 1

**MACLEARNBERRY, Inc**  
Civil Engineers • Land Surveyors • Planners  
159 WYATT WAY NE BAINBRIDGE ISLAND, WA 98110  
PHONE: (206) 842-5514

ALC-75  
A.F.-# : 9610110147  
VOL. 0046 Pg 0025

## UNICARE HEALTH FACILITIES

EQUIPMENT USED: THEODORES: WLD 116 EDM: WLD D11000

PROCEDURES: CLOSED LOOP CONTROL, TRAVERSES WITH 4 HORIZONTAL ANGLES TURNED PER ANGLE POINT, BALANCED BY COMPASS RITE

DRAWN BY  
 CAH  
 DATE  
 JANUARY 10, 1996  
 JOB NO  
 96112

Material	Scale	Sheet 1 of 1
MCM	1" = 50'	1



**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:

DECEMBER 19 96



MACLEARN'S BERRY, Inc

CYRIL HARRINGTON & LEON SUTSKYNSKY, Plaintiffs

155 SYKAT WAY NE CAMBRIDGE ISLAND WA 98107

PHONE: (205) 842-5514

## NOTES

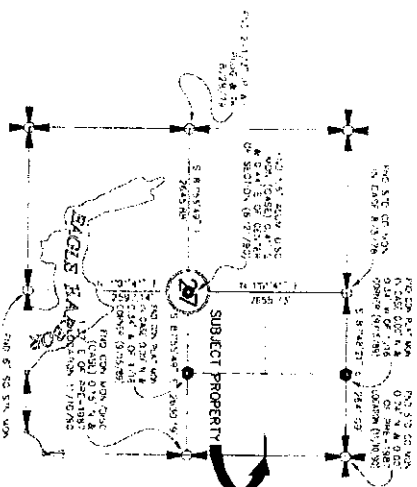
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### LEGAL DESCRIPTION

(SUBJECT PROPERTY DEED BEARINGS AND DISTANCES ARE SHOWN IN PARENTHESES.) ALL OTHER BEARINGS AND DISTANCES ARE PER THE MERIDIAN AND SECTION SUBDIVISION OF THIS SURVEY.

## LEGEND

- SET 3/4" IRON PIPE WITH SURVEYOR'S I.D. CAP #3425
- FOUND 3/4" IRON PIPE WITH I.D. CAP #3425 SET IN PREVIOUS SURVEY
- FOUND MARKER AS NOTED
- SANITARY SEWER MANHOLE ON PROPERTY LINE
- SANITARY SEWER LINE



50 0 20 30 100 200

Survey No. 27250211108

NE 1/4, NE 1/4, SEC 27, T. 25N., R. 2E., W. 11E.

11-11-11

29

$$Y = \text{malic acid} = 2.7143 \times 10^{-3} \text{ M}$$

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Page 1 of 1  
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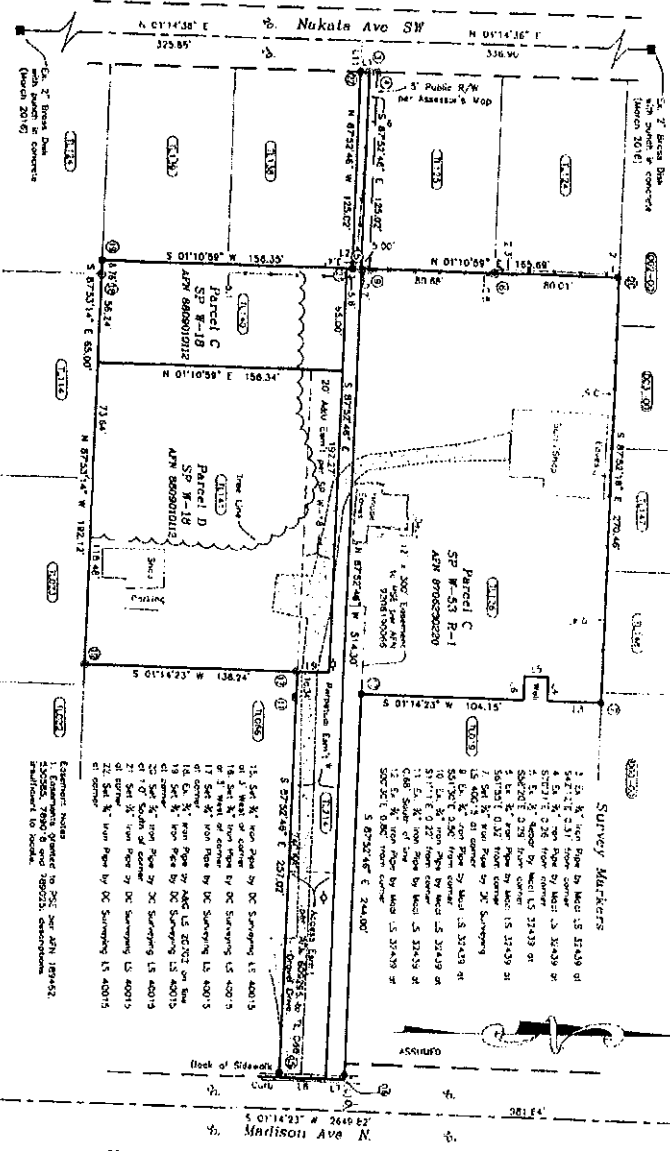


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IN	OUT	DISTANCE
1	011100	15.48
2	011004	3.68
3	011423	15.48
4	011454	15.52
5	011427	15.52
6	011456	15.52
7	011423	15.52
8	011423	15.52
9	011424	15.52
10	011456	15.52
11	011456	15.52

SUBJECT MATTER:  
 The Applicants ask for the return of the  
 right-of-way to 23 feet, the Applicant's long across  
 the right-of-way to R. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831,



Property Line  
Right of Way  
Edge of Street Drive  
Easement  
Fence  
Cave  
Tree (type and size)  
Other

This then correctly represents a survey made by me or under my direction in conformance with the requirements of the survey proceeding out of the request of



DRAWN BY	TMC
DATE	5-4-16
JOB NUMBER	* 6-7506
FIELD BOOK	3801/444448 1437/16
DRAWN	MFD
SCALE	1"=50'

SURVEY OF A PORTION OF THE  
NE 1/4, of the NE 1/4  
Section 27, Township 25 N., Range 2 E., W.M.  
Kitsap County, Washington



**SURVEYING ~ PLANNING**  
P.O. BOX 1090  
2001 SSC, WA 98145  
360-779-5655  
206-842-6123  
tim@surveyscience.com

ADDITION'S CERTIFICATE  
Filed for record this 08 day of  
November 2016 at 1:00 pm in Book 83

201611080062 53.104

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