

### Settlement Agreement

Wallace Cottages, LLC ("WC") has a preliminary plat application ("Application") pending with the City of Bainbridge Island for a subdivision known as Wallace Cottages ("Subdivision"). Stephen Crampton ("Crampton") owns a parcel adjacent to the Subdivision and has asserted claims against WC, including, without limitation, adverse possession. Crampton and WC wish to fully and finally resolve all issues and claims between them, and execute this agreement to do so.

The parties agree as follows:

Crampton and WC will execute and record an agreement per RCW 58.04.007 ("Boundary Agreement") before final plat for the Application, which agreement will adjust the boundaries of the parties' respective parcels as set forth in the attached survey drawing. As part of the Boundary Agreement, WC shall quitclaim the subject property to Crampton. WC will cover all costs of the agreement (document prep, surveying, recording, etc.) except Crampton's legal fees. If it becomes necessary for the parties or their successors in interest to formalize the Agreement into a Boundary Line Adjustment under BMC 17.16, the parties shall coordinate and cooperate with each other as necessary to obtain approval thereof. This obligation shall be considered a covenant running with the land on the Crampton property and on proposed Lot 18 of WC's development, and WC and Crampton shall cause a copy of this Agreement or a Memorandum of Agreement to be recorded against their properties' respective titles.

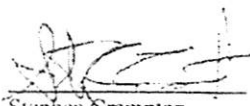
Crampton and WC hereby waive and release any and all claims against each other, including, without limitation, claims relating to title to real property and claims for monetary damages, whether such claims arise from contract, tort, statute, equity or otherwise.

Attached hereto as Exhibit A is a final version of the preliminary plat survey for the Subdivision showing the location of all buildable lots, roads, and other places of construction. WC will not propose any changes to the areas adjacent to Crampton's property (that is, the pea patch, playground and sidewalk) and the buildable areas of Lots 18 and 19 (collectively the "Subject Areas"). If WC breaches this promise, Crampton will obtain the right to object to the proposed changes only, but otherwise, whether the proposed changes are incorporated or not, all other aspects of the settlement agreement will remain in full force and effect. Any changes to the Subject Areas independently mandated by the City or Hearing Examiner will not reinstate Crampton's right to object. So long as WC is not in breach of its promise under this paragraph, Crampton will not make any objections (oral or written or otherwise), and not cause any such objections to be made, to the Application or the Subdivision.

Within seven days of final plat for the Application, WC will pay Crampton \$2,500 (two thousand three hundred dollars).

The prevailing party in any lawsuit or proceeding to enforce this agreement shall be entitled to recover its actual attorney fees and costs from the other party. This agreement constitutes the entire agreement between the parties and may not be modified except by a writing signed by the parties. This agreement may be executed in counterparts, and electronic signatures shall be deemed the equivalent of original signatures for all purposes. This agreement shall inure to the benefit of and be binding upon the parties and their heirs, representatives, successors and assigns.

Notwithstanding anything else, this agreement is contingent on approval by the Hearing Examiner. If the Hearing Examiner does not approve this agreement, then it will be of no force or effect.

  
Stephen Crampton Date: 5/11, 2018

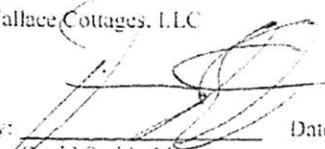
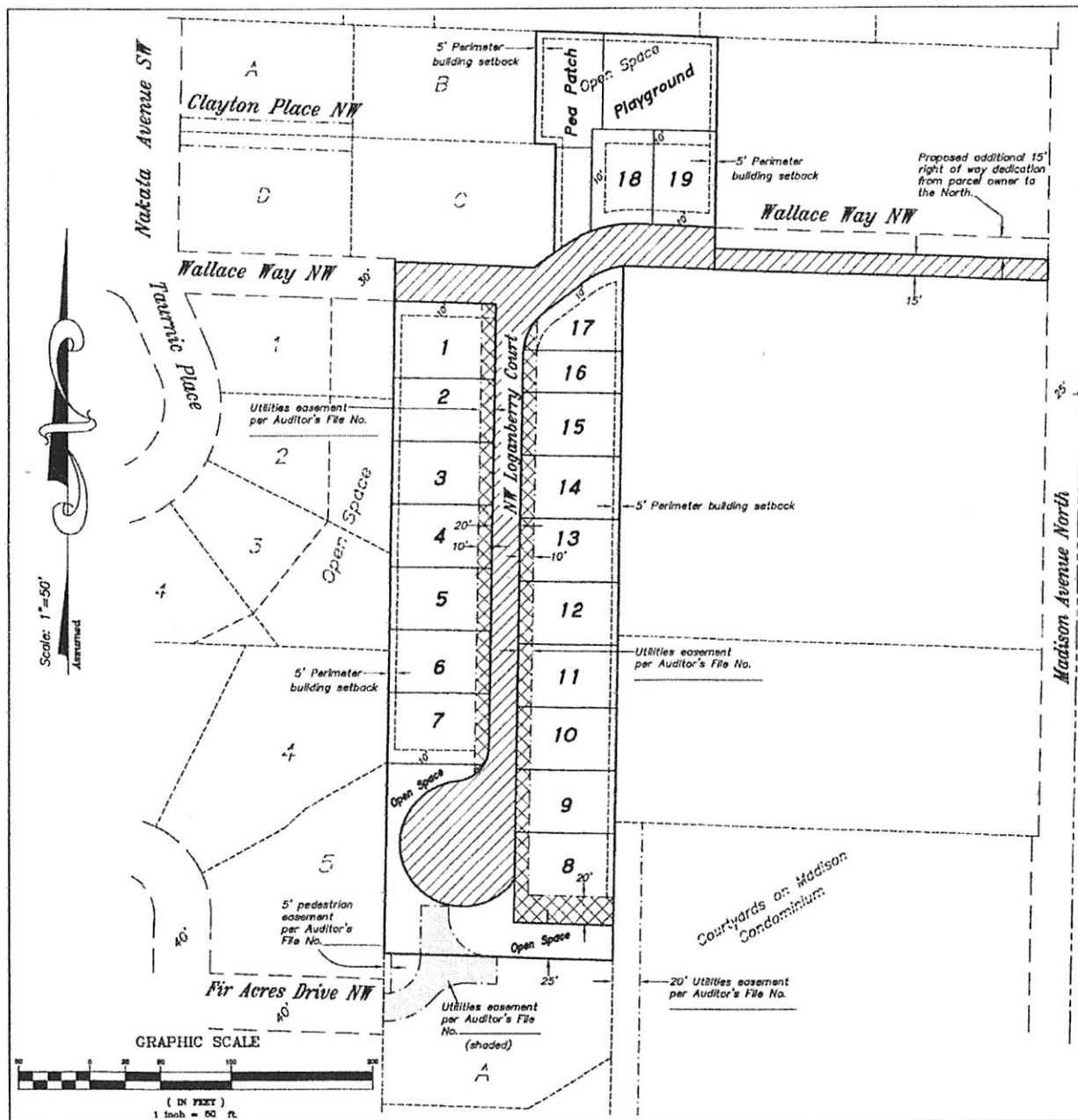
Wallace Cottages, LLC  
  
By: David Smith, Manager Date: 5-11, 2018

EXHIBIT A-1





**Preliminary**  
**Plat of Wallace Way Cottages**  
 Housing Design Demonstration Project  
 SE 1/4, NE 1/4,  
 Sec.27, T.25N., R.2E., W.M.  
 City of Bainbridge Island, Kitsap County, Washington  
**Lot Layout & Easement Details**

Areas		
Lots 1-19	62,681 sq. ft.	1.44 acres
Open Space	19,058 sq. ft. (18%)	
Right of Way	24,012 sq. ft.	0.56 acres
Total Area	105,751 sq. ft.	2.46 acres

Lot Coverage	
Total Area (less flag portion)	= 102,172 sf
Maximum lot coverage of 35%	= 35,760 sf
Lots 1-19 maximum lot coverage of 1,882 sf per lot	= 35,760 sf

**Legend**

-  = Dedicated Right of Way
-  = Pedestrian & Utilities Easement



**ADAM • GOLDSWORTHY • OAK**  
 A G O LAND SURVEYING, LLC

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

DATE 5/10/18 FIELD BOOK ---  
 DRAWING 6173PPS SHEET 5 / 7

# EXHIBIT A-2

## Wallace Cottages LLC / Crampton Boundary Line Agreement

### Resultant Parcels

SE 1/4 NE 1/4,

Sec. 27, T.25N., R.2E., W.M.

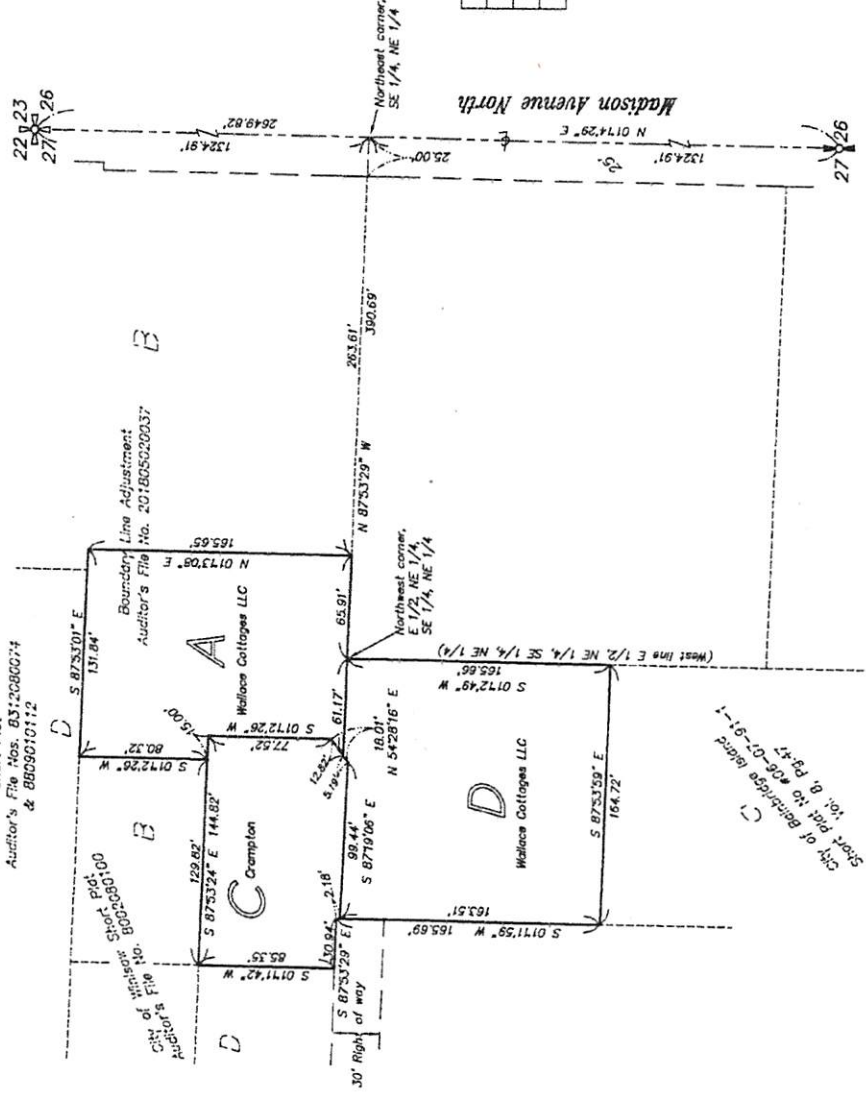
City of Bainbridge Island, Kitsap County, Washington

Amended City of Winslow

Short Plot

Auditor's File Nos. B312080074

& B809010112



ADAM GOLDSWORTHY OAK

A G O LAND SURVEYING, LLC

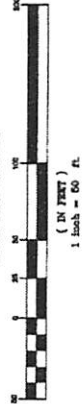
1015 NE HOSTMARK ST. (360)779-4289

POULSBRO, WA 98370 (206)942-9598

DATE 5/4/18 FIELD BOOK

DRAWING 6173BLA3 SHEET 1 / 1

GRAPHIC SCALE



(IN FEET)

1 inch = 60 ft.