



Perry Neichoy &lt;perry@pwn-mediate.com&gt;

## comment Tani Creek Short Plat Plan PLN50590

Perry Neichoy &lt;perry@pwn-mediate.com&gt;

Fri, Jan 26, 2018 at 1:57 PM

To: efairleigh@bainbridgewa.gov, perry Neichoy &lt;brushdeer@gmail.com&gt;, Perry Neichoy &lt;perry@pwn-mediate.com&gt;

Ellen,

Please accept this email as the comment on the Tani Creek Short Plan PLN50590 on behalf of Shirley K. Neichoy, owner of Lot N which borders the NW lot line of lot O.

I have referenced several exhibits and photos in this comment that I will list below and bring by so that you may scan them in as part of my comments and for the record:

1. Architect Dana Weber Short Plan Explanation Nov. 6, 2017
2. Declaration Of Covenant 3/9/2001
3. Second Amendment to Covenants 8/1/2003
4. Millet Preliminary Short Plat Plan 11/6/2017

Photos 12

Mrs. Neichoy and I (we) are opposed to the Short Plat Plan proposed by the Millet's on several grounds. Please see exhibits 1 through 4 and photos 1-12. We further incorporate other comments and attachments filed by other landowners opposing the proposed plan into our comments by reference.

First, when we purchased our home on lot N, in October of 2013, we understood that each home in this development must be built on at least 5 acres and that the covenants and restrictions on the lots making up the development only allowed one single family home per lot. We believe that the documents attached as exhibits support our understanding of the restrictions.

Second, pursuant to the DECLARATION OF COVENANT 3/9/2001, exhibit 2 page 2, "Lot O is restricted from being divided or redivided." This restriction specifically pertains lot O and runs with the land, lot O, and is a restriction placed on anyone having any interest in the property from the date it was signed and recorded. This restriction was properly filed in the deed records and was made a part of the Millet's proposed plan as an attachment. Therefore, lot O should not be split into two lots based on the recorded documents and the reasonable expectations and reliance on those covenants and restriction of the other owners in the development and especially the adjoining lot owners.

Third, the proposed easement extension referenced in exhibit 1 and drawn on exhibit 4 page 4 would be in direct violation of the Vegetation Protection plan in exhibit #3 page 2. The photos that I have attached clearly show that in order to extend the easement, as drawn in exhibit #4 page 4, to access the southern end of lot O would require cutting natural vegetation and multiple very large trees that are within 25' of the lot N lot line. This would be in direct violation of the Vegetation Protection Plan which is clearly a restriction on the use of lot O.

Even if the City decided to approve the plan, which we hope it does not, the proposed plan as drawn would fail because the easement extension cannot run along the boundary of lots O and N because of the Vegetation Restriction and therefore I must be extended through the proposed building site on proposed lot B.

There are clearly other options Please see photo #6. Accessing their proposed home site by extending the easement to the left of the big fur tree in photo #6 appears to me to be a cleaner and clearer path but would run through the building site Lot B building site. The photos show that this route would have the least impact on the large fur and cedar trees.

Also, virtually every tree in photo #6 would be cut down for both the proposed easement and the building site for proposed lot B, if the proposed plan was approved. Honestly it would change the entire look of that entire hill. The solitude and the beauty of the east lot line of lot N would changed forever.

Fourth, the configuration or dimensions of the building site on proposed lot B seems very odd. Moreover, basically every tree and, many if not most of the trees on the building site on lot B are large trees, would have to be clear cut to make room for the home. Cutting the trees would most likely pose potentially serious erosion issues and would obviously impact the wetlands which is the majority of proposed lot B.

Fifth, we are assuming that when this land was originally developed back in the early two thousands City of Bainbridge approved the plan along with the covenants and restrictions, lot size, population density, access and easements ect.

In conclusion, for the reason stated above we are opposed to the proposed short plat plan and the easement extension as drawn on exhibit 4 page 4. Please take these comments, exhibits and, photos into consideration when reviewing and making a decision on this proposal.

Thank You,  
Perry and Kay Neichoy

Date: November 6, 2017

To: City of Bainbridge Island, Planning and Community Development

From: Dana Webber Architect

**RE: Preliminary Short Plat Application- 3310 Tani Creek**

Tax ID# 102402-1-008-2004

Bainbridge Island, WA 98110

*This memo is to provide explanation to accompany the preliminary short plat application for the referenced project.*

## **Pre-App**

A Pre-App conference for this property was conducted on 7/16/2016 by Kelly Tayara. The checklist that was provided as a result of that meeting was used for this submittal.

## **Project Description**

The property owner intends to build their home on the resulting southern parcel of the proposed subdivision. It is their intent to finalize the short plat and sell the northern parcel for the development of a single family residence. A house design has been completed for the owner's home on the southern parcel. If the review time for the short plat is considerable, it is our intent to submit the plans for building permit on the existing parcel without precluding the ability to divide the parcel, with subsequent approval of the subdivision.

## **Access Easement at Park Buffer**

There is a 30' access easement across private property between this parcel and Tani Creek Lane. The extension of an access easement is required for access to the southern parcel. Pre-Application references a 30' easement outside of the park buffer. The engineer has proposed an 18' easement to provide the driveway serving the one house (and accommodating emergency vehicles) with adequate area for grading. See attached sections by civil engineer.

## **BIMPRD Trail Easement**

The architect and owner have been negotiating with BIMPRD through the BI Parks Foundation for a trail easement between the park boundary and the northern boundary of the property. At the northern portion of the property, the space between the slope setback and the west boundary is narrow. Therefore the trail easement will coincide with the access easement.

**Exhibit # 1**

P38 Title Report  
miller Title Report 2x pdf



200103090308

Page: 1 of 6

03/09/2001 04:04P

PACIFIC NW TITLE

COVEN \$13.00 Kitsap Co, WA

AFTER RECORDING RETURN TO:

Samson Family Land Co., LLC  
149 Finch Place, Suite 4  
Bainbridge Island, WA 98110

PNW132056614

**DECLARATION OF COVENANT**

Grantor: Samson Family Land Co., LLC

Grantee: ~~Owners of Property described in Exhibits A and C~~

Legal Description: Lot O of West Blakely BLA  
Recording #3194250  
Sec. 3, T.24N, R.2E, W.M.

Assessor's Tax Number: 102402-1-008-2004

Reference Numbers of Documents Released or Assigned: N/A

7<sup>th</sup> This Declaration of Covenant ("Covenant") is executed and made effective this day of March, 2001 by, SAMSON FAMILY LAND CO., LLC (Declarant), as the Owner of land situated within the City of Bainbridge Island, Kitsap County, Washington, legally described in Exhibit A ("Real Property"), to hereby impose the following covenant upon the Real Property.

**RECITALS**

- A. Declarant is the present owner of the Real Property, which consists of 1 parcel totaling 5.89 acres and is commonly described as Lot O of West Blakely BLA Recording # 3194250.

PBDecLot O\LDB\3/1/01

I

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Exhibit #2

1

B. Declarant desires to subject the Real Property to the terms, provisions, limitations, restrictions, and conditions set forth in this Covenant for the benefit of the present and future owners of the Real Property, and their respective heirs, successors, assigns and grantees.

NOW, THEREFORE, Declarant hereby declares, acknowledges, covenants, and agrees that the following covenants, restrictions and conditions shall bind the Real Property.

1. Declaration of Covenant. Declarant, for itself and its heirs, successors, assigns, and grantees, and all persons and entities having or acquiring any interest in any portion of the Real Property, hereby declares, acknowledges, covenants, and agrees that the Real Property shall be held, sold, and conveyed subject to the terms, provisions, limitations, restrictions, and conditions of this Covenant. Declarant hereby covenants that said property shall not be divided or redivided. Therefore, Lot O is restricted from being divided or redivided.

2. Binding Effect. This Covenant and all of its terms, provisions, limitations, restrictions and conditions (1) shall run with the land and burden, bind, and benefit the Real Property, and (2) shall bind the owners of the Real Property, and their respective heirs, successors, and assigns.

3. Benefited Parcels. The "Benefited Parcels" are those parcels L and M of the enclosed drawings Exhibit B (032402-4-023-2008 and 102402-1-007-2005) and legally described in Exhibit C. This Covenant and all of its terms, provisions, limitations, restrictions and conditions shall run with the land and benefit and are enforceable by the Benefited Parcels and their respective heirs, successors, and assigns.

4. Attorneys' Fees. If any legal action is brought to enforce any part of this Declaration of Covenant and Agreement, then the prevailing party shall be entitled to reimbursement for reasonable attorneys' fees and costs incurred, including any fees and costs incurred on appeal.

5. Recording. This Covenant shall be recorded with the Kitsap County Auditor's office.

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DECLARANT

Kelly  
SAMSON FAMILY LAND CO. LLC

EXHIBITS

- Exhibit A – Legal Description of Parcel O
- Exhibit B – Map of Benefited Parcels
- Exhibit C – Legal Descriptions of Parcels L and M

STATE OF WASHINGTON            )  
  ) ss:  
COUNTY OF KITSAP            )

I certify that I know or have satisfactory evidence that Kelly Samson is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument on behalf of Samson Family Land Co., LLC, pursuant to the provisions of the limited liability corporation and acknowledged said instrument to be the free and voluntary act of said limited liability corporation for the uses and purposes mentioned in said instrument.



Dated March 7, 2001  
NAME: Steffany Mootry  
Notary Public in and for the State of  
Washington. Bremerton, WA  
Commission Expires: 06/19/04

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EXHIBIT "A"

**RESULTANT PARCEL O (Port Blakely Tree Farms, L.P.)**

That portion of the Northeast quarter of the Northeast quarter of Section 10, Township 24 North, Range 2 East, W.M., City of Bainbridge Island, Kitsap County, Washington, described as follows:

Beginning at the North quarter corner of said Section 10;  
Thence along the North line of said Section 10, South  $89^{\circ}05'04''$  East 1318.87 feet to the Northwest corner of said Northeast quarter of the Northeast quarter of Section 10, also being the Northeast corner of Block 11 of the plat of Pleasant Beach Tracts as recorded in Volume 4, Page 20 of plats, records of Kitsap County;  
Thence along the East line of said Block 11 and Block 12 of said plat, South  $01^{\circ}53'24''$  West 425.40 feet to the True Point of Beginning;  
Thence continuing South  $01^{\circ}53'24''$  West 237.97 feet to a concrete monument at the Southeast corner of said Block 12;  
Thence South  $02^{\circ}15'26''$  West 662.03 feet to a concrete monument at the Southwest corner of said Northeast quarter of the Northeast quarter of said Section 10;  
Thence along the South line of said subdivision, South  $89^{\circ}33'25''$  East 315.00 feet;  
Thence North  $02^{\circ}15'26''$  East 450.00 feet;  
Thence North  $12^{\circ}30'55''$  West 456.39 feet;  
Thence North  $88^{\circ}06'36''$  West 200.00 feet to the True Point of Beginning.

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





AFTER RECORDING, RETURN TO:

Madison Glen L.L.C.  
149 Finch Place SW, Suite 4  
Bainbridge Island, Washington 98110



PACIFIC NW TITLE

COVEN \$55.00 Kitsap Co, WA

200308010596

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*PNCT 32274775*

EXCISE TAX EXEMPT AUG 1 2003

This document is to replace and supercede that certain document recorded under AFN # 200307310827

**SECOND AMENDMENT TO  
REVISED DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS**

Grantors/Grantees:

Madison Glen, L.L.C., a Washington limited liability company; Jay Rosenberg and Elizabeth Shreve; Daniel G. and Nancy W. Smith; Mark J. Olson and Linda C. Walk; Ann Munro and Joseph Doniach; Daniel R. Twardzik and Jane E. Ranchalis; Gloria D. Reeg and Steven D. Given; Steven C. and Monique A.H. Summers; Bror C. and Cheryl D. Elmquist; and Kevin Cross

Abbrev. Legal Des.:

Portions of the Southeast quarter of Section 3, Township 24 North, Range 2 East; Portions of the Northeast quarter of the Northeast quarter of Section 10, Township 24 North, Range 2 East; and Lots 1 and 2, Block 11, and Lots 1, 2, 3, 4 and 5, Block 12, of the Plat of Pleasant Beach Tracts, Vol. 4, Pg. 20 of plats, all in Kitsap County, Washington. (See Exhibit A for full legal descriptions).

Tax Account Nos:

032402-4-013-2000, 032402-4-014-2009, 032402-4-016-2007, 032402-4-031-2008, 032402-4-032-2007, 032402-4-019-2004, 032402-4-020-2001, 032402-4-033-2006, 032402-4-034-2005, 032402-4-035-2004, 102402-1-1-010-2000, 102402-1-008-2004, 032402-4-028-2003, 032402-4-027-2004, 032402-4-026-2005 and 032402-4-025-2006.

This SECOND AMENDMENT TO REVISED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (the "Amendment") is made and entered into by and among the undersigned (collectively, the "Owners") with respect to the following facts:

A. The Owners are the fee owners of that certain real property described on Exhibit A attached hereto and incorporated herein by this reference (the "Property");

B. The Owners and/or their predecessors in title to the Property previously entered into that certain Revised Declaration of Covenants, Conditions, Restrictions and Easements [West Blakely Parcels], dated as of March 22, 2000, recorded on April 20, 2000, under Kitsap County Auditor's File No. 3249713 (the "CCR Declaration"); and

C. The Owners now desire to amend the CCR Declaration on the following terms and conditions.

NOW, THEREFORE, the parties agree as follows:

1. Amendments to CCR Declaration. The CCR Declaration is hereby amended as follows:

a. Restatement of Section 3.6 Building Setbacks. The Owners agree to the deletion of Section 3.6 in the CCR Declaration and to restate as follows:

*Exhibit #13*

**3.6 Building Setbacks.** Setback requirements for all Residences, Improvements and other improvements shall meet City requirements. No Residence or other structure or building Improvement shall be located any nearer than forty feet (40') to the external boundaries any Lot line, or seventy-five feet (75') from the centerline of any public or private roads, except the setbacks for Residences and other structures or building Improvements on Lot B shall be twenty-five feet (25') from both the external lot boundaries and of the centerline of any public or private road. Notwithstanding any terms in this Declaration to the contrary, no setback requirements shall apply to any common boundary lines between any of the following lots: E, G1, I, J1, K1 and L1. For the purpose of this Declaration, caves, steps, chimneys and open porches shall not be considered as part of the Improvements excluded from a setback area.

b. Restatement of Section 3.10 Vegetation Protection. The Owners agree to the deletion of Section 3.10 in the CCR Declaration and to restate as follows:

**3.10 Vegetation Protection.** Owners shall not remove trees with a trunk diameter of twelve inches (12") or greater, measured DBH (diameter breast height), within twenty-five feet (25') of any Lot line, except this restriction shall not apply to Lot B. Notwithstanding any terms in this Declaration to the contrary, no vegetation protection portion shall apply to any common boundary lines between any of the following lots: E, G1, I, J1, K1 and L1. Notwithstanding the foregoing, an Owner may remove dead trees or other hazardous vegetation, subject to compliance with any city laws and regulations. Owners shall not remove trees or other vegetation on their Lots except in compliance with applicable City laws and regulations.

2. General Terms. This Amendment shall be recorded in Kitsap County, Washington, and shall serve as notice to all interested parties. This Amendment may not be modified or terminated except by a written agreement, executed and acknowledged by all of the Owners, and recorded in Kitsap County, Washington. This Amendment may be executed in any number of separate counterpart originals.

DATED as of 6/30/03, 2003.

SIGNATURES ON NEXT PAGE

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PACIFIC NW TITLE COVEN \$55.00 Kitsap Co, WA

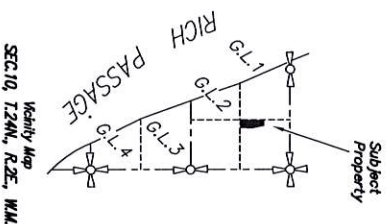
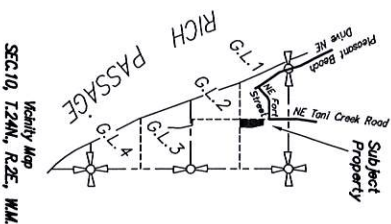
2

**Mullett Preliminary Short Plat**  
**NE 1/4, NE 1/4, Sec.10, T.24N., R.2E., W.M.**  
 City of Bainbridge Island, Kitsap County, Washington

Owner:	Kris & Lonnie Mullett
Address:	1815 215th Avenue SE Burien, WA 98148 lonnie.mullett@gmail.com kermullet@gmail.com
Current use:	Undeveloped
Proposed water service:	Kitsap PUD No. 1
Proposed sewer service:	Individual on-site septic systems
Assessor's Account No.	102402-1-008-2004
Zone:	R-0.4
Comprehensive Plan:	OSR-0.4
Compliance with the fire flow requirements of RCW 9A.04 will be by residential sprinkler systems.	
Application File No.	

**Legal Description:**  
 Resident Parcel Q of the Boundary Line Subdivision, Preliminary Plat No. 102402-1-008-2004, Auditor's File No. 3194250, situate in the Northeast quarter of the Northeast quarter of Section 10, Township 24 North, Range 2 East, W.M., City of Bainbridge Island, Kitsap County, Washington. Also subject to and together with easements, restrictions and reservations of record.

**National Flood Insurance Program Designation**  
 Lots A & B, Zone X  
 Flood Insurance Rate Map 53035C0384F  
 Effective Date: 02/03/2017



**City of**  
**Bainbridge Island**  
 Kitsap County, Washington  
 Assessor's Account No. 102402-1-008-2004

**Director's Approval**  
 Approved for recording pursuant to Bainbridge Island Municipal Code, Chapter 17.12.  
 Gary Christensen, AICP  
 Director of Planning and Community Development  
 Date: \_\_\_\_\_

**Notice**  
 1. Responsibility and expense for maintenance of streets serving lots within this Short Subdivision (City) shall rest with the lot owner(s) created by this plat.  
 2. Any further subdivision of lots within this Short Subdivision shall be subject to the requirements of Section 2.16.070L of the Bainbridge Municipal Code.

**Treasurer's Certificate**  
 I hereby certify that real property taxes are current for the subdivided property shown hereon to:  
 Date: \_\_\_\_\_  
 Kitsap County Treasurer



11/8/17

I, Gordon M. Oak, registered as a professional land surveyor by the State of Washington, hereby certify that this Short Plat is based upon an actual survey of the land described herein, and that the survey was completed on or before the date of recording of this Short Plat. During the period of December 1, 2016, through November 30, 2017, that the distances, courses and lot corners have been staked on the ground as depicted hereon.

**Auditor's Certificate**  
 Filed for record this \_\_\_\_\_ day of \_\_\_\_\_, 2017, at the request of Adam-Goldsworthy-Oak.  
 Auditor's File No. \_\_\_\_\_  
 County Auditor \_\_\_\_\_ by \_\_\_\_\_ Deputy Auditor

**ADAM-GOLDSWORTHY-OAK**  
 A G O LAND SURVEYING, LLC  
 1015 NE HOSMARK ST. (360)779-4299  
 POUSETON, WA 98370 (206)842-9598  
 DATE: 11/8/17 FIELD BOOK 1391/25-43  
 DRAWING 61739SP1 SHEET 1/4

**Exhibit #4**

**Millett Preliminary Short Plat**  
**NE 1/4, NE 1/4, Sec.10, T.24N., R.2E., W.M.**  
 City of Bainbridge Island, Kitsap County, Washington

**Notes**

- 1) This survey was accomplished by field traverse with a three second total station.
- 2) This survey conforms to the minimum field traverse standards for land boundary surveys as listed in WAC 332-130-090.
- 3) This property is subject to the Amended Declaration of Road Easement as recorded under Auditor's File No. 2048723 and the First Amendment to the Amended Declaration of Road Easement recorded under Auditor's File No. 200712100061
- 4) This property is subject to the Declaration of Covenants, Conditions, Restrictions and Easements as recorded under Kitsap County Auditor's File No. 3234851 and revised under Auditor's File No. 200712100061 and subject to the Declaration of Covenants, Conditions, Restrictions and Easements under Auditor's File No. 200112100092, and revised under the Second Amendment to Revised Declaration of Covenants, Conditions, Restrictions and Easements under Auditor's File No. 200306010396.
- 5) This property is subject to the Declaration of Covenant as recorded under Auditor's File No. 200102090202, and revised under Auditor's File No. 200307310821.
- 6) This property is subject to an Agreement and Mutual Release as recorded under Kitsap County Auditor's File No. 200210020404.
- 7) Refer to the Boundary Line Adjustment recorded under Kitsap County Auditor's File No. 3194250.
- 8) Refer to the survey recorded in Volume 70, Page 24-31 of surveys, records of Kitsap County, Washington.

**Conditions**

**Minimum Building Separation and Setbacks**

Building to Building - Minimum 10 feet  
 Building to subdivision boundary - Minimum 25 feet  
 Building to open space - Minimum 10 feet

**Lot Coverage**

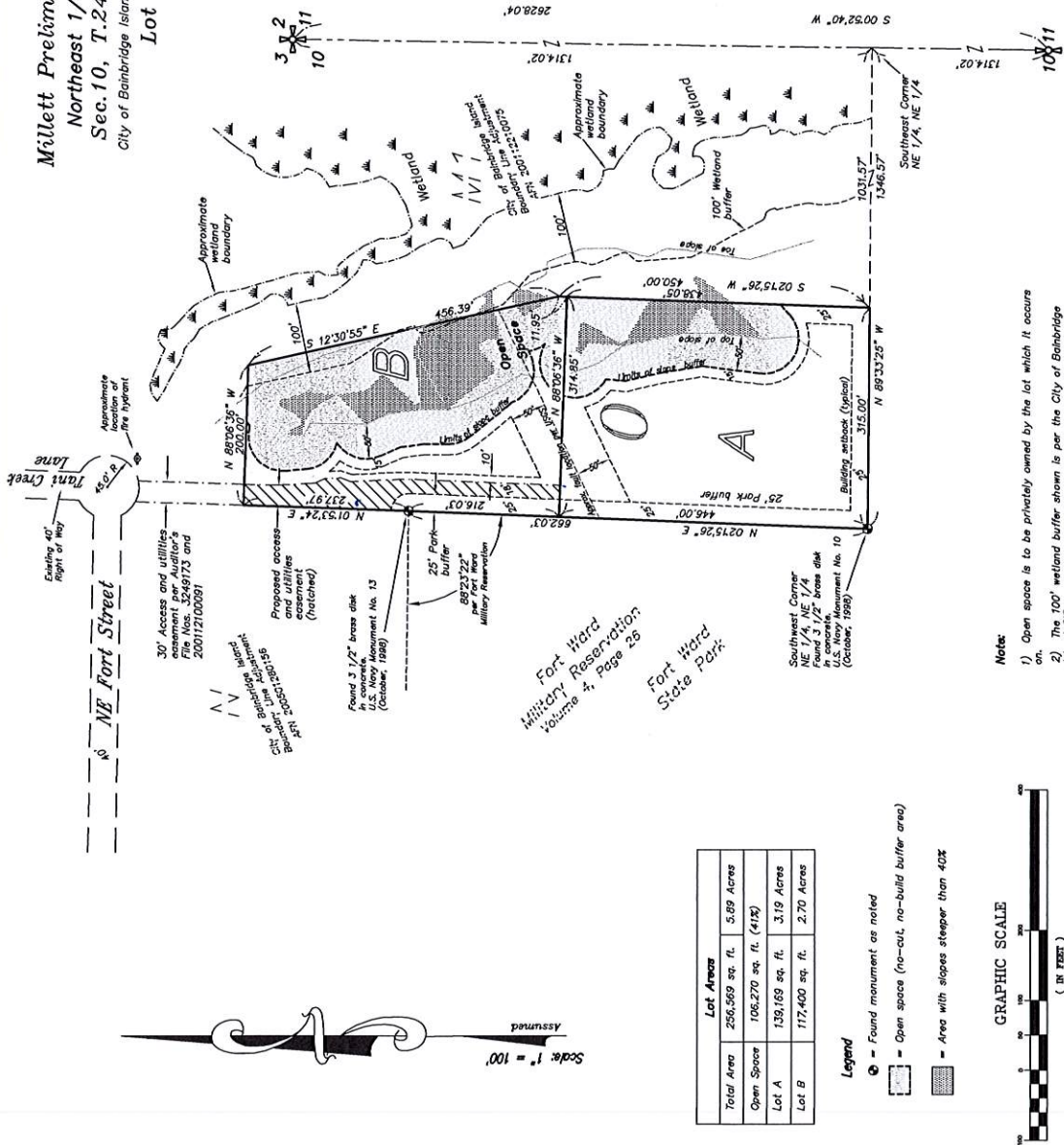
Maximum lot coverage for each lot: 12,028 sq. ft.



**ADAM GOLDSWORTHY - OAK**  
**A G O LAND SURVEYING, LLC**  
 1015 NE HOSMARK ST. (360)779-4299  
 POULSBORO, WA 98370 (206)942-9586  
 DATE 11/8/17 FIELD BOOK 1391  
 DRAWING 6179P372 SHEET 2/ 4



**Millett Preliminary Short Plat**  
**Northeast 1/4, Northeast 1/4**  
**Sec. 10, T.24N., R.2E., W.M.**  
 City of Bainbridge Island, Kitsap County, Washington  
**Lot Details**

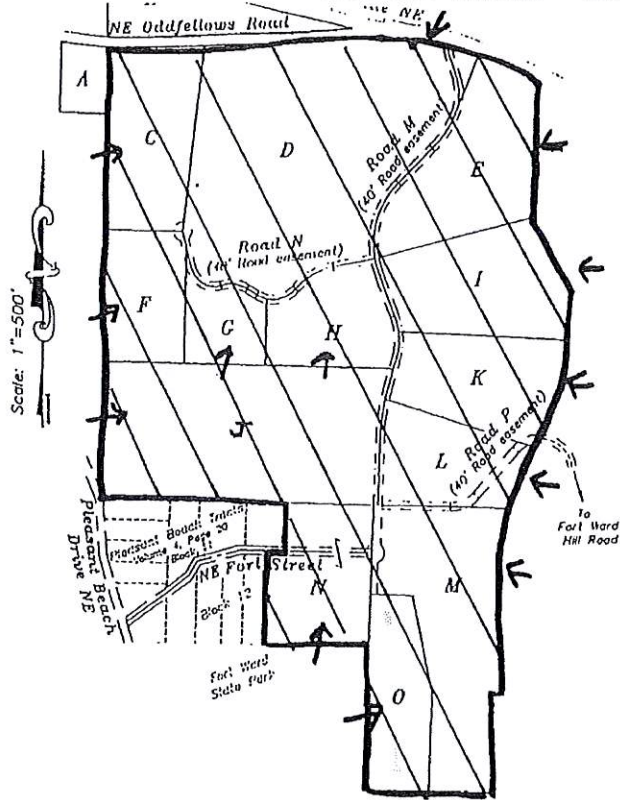


**ADAM • GOLDSWORTHY • OAK**  
**A G O LAND SURVEYING, LLC**

1015 NE HOSTMARK ST. (260)779-4299  
 POULSBORO, WA 98370 (206)842-8598

DATE 11/6/17 FIELD BOOK 1391  
 DRAWING 6179SP04 SHEET 4 / 4

EXHIBIT D - BENEFITED PARCELS - MAP



West Blakely Boundary Line Adjustment

Road Easements

Sec's. 3 & 10, T.24N., R.2E., W.M.

City of Bainbridge Island  
Kitsap County, Washington



ADAM  
&  
GOLDSWORTHY, INC.  
LAND SURVEYING

19062 HWY 305 NORTH 779-4299  
POULSON, WA 98370 842-9598



PACIFIC NW TITLE

PMESHT \$32.00

3249173  
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Kitsap Co, WA



NORTH  
EASEMENT  
LOT "D"  
AND  
BOUNDARY  
WITH LOT  
"N"

#1



THESE  
TREES  
ARE IN  
THE ORIGINAL  
EASEMENT

#2

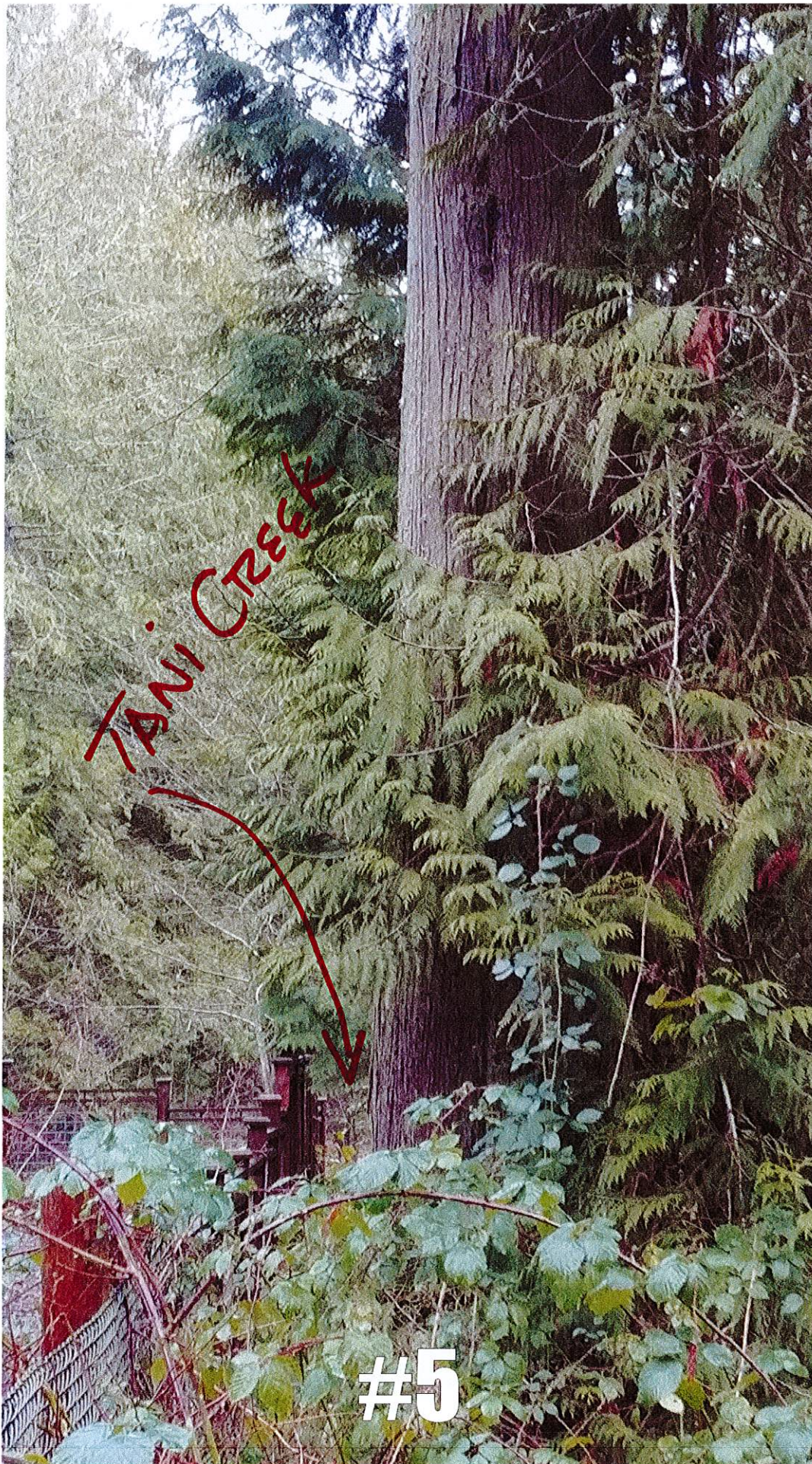


LARGE TREES ON NORTH END OF  
LOT "D" IN THE ORIGINAL EASEMENT  
(THERE IS ACCESS THROUGH THE  
GATE OFF TANI CREEK THAT  
DOES NOT INTERFERE WITH  
THE TREES)



Lot "O"  
AND  
Lot "N"  
BORDER  
SEE photo  
#6

#4





POTENTIAL  
ACCESS  
TO SOUTH  
END OF  
LOT 'O'

PROPOSED  
EASEMENT  
EXTENSION

END OF ORIGINAL  
EASEMENT  
(PROPERTY LINE  
FOR NORTH  
END OF  
LOT 'O')

#6



THESE TREES  
AND VEGETATION  
→ WOULD  
→ REQUIRE  
REMOVAL IF  
THE PROPOSED  
PLAN WAS  
APPROVED

END OF  
ORIGINAL  
EASEMENT  
AND NORTH  
BOUNDARY  
OF LOT "O"

#1



Trees  
that would  
~~probably~~  
be cut  
down if  
proposed  
plan was  
approved

#8



TREES  
REMOVED  
IF PRO-  
POSED PLAN  
WAS  
APPROVED

#9



TREES  
REMOVED  
IF PRO-  
POSED  
PLAN  
WAS  
APPROVED



Tree  
would be  
cut if  
PROPOSED  
PLAN WAS  
APPROVED

#11

