After recording return to:

KARR, TUTTLE, KOCH, CAMPBELL, MAWER & MORROW (MTC)
Suite 2500, 1111 Third Ave. Bldg.
Seattle, WA 98101

FILED FOR RECORD
REQ. OF Karr Tuttle, Koch Campbell
1981 SEP 25 PM 1:36
KITSAP COUNTY AUDITOR

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RECIPROCAL EASEMENT AGREEMENT

THIS AGREEMENT is made and entered into by and between Kitsap County, a political subdivision of the State of Washington, Robert Nakata and Sally Nakata, Albert Jentzsch and Jacqueline Jentzsch, Robert Clements and Ann Clements, Bainbridge Island Saddle Club, Clementz Construction Company, Inc. and Puget Sound Power & Light Company. For and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Parties and Purpose.

1.1 The purpose of this Agreement is to set forth the terms and conditions upon which some of the parties will grant to the other parties a reciprocal easement over and across their property located on Bainbridge Island, Kitsap County, State of Washington. The Agreement includes not only a reciprocal easement, but also the vacation of an existing road, maintenance agreements, reconveyances of existing easements and other terms and conditions, all of which constitute consideration for the reciprocal easement agreement set forth herein.

1.2 Kitsap County. Kitsap County, a political subdivision of the State of Washington, (hereinafter "Kitsap County") is the owner of property upon which a portion of the reciprocal easement granted herein lies, a legal description of which is attached hereto as Exhibit A. Kitsap County is also the owner of the road that is to be vacated herein.

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EXCISE TAX EXEMPT
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BILLIE EDER
KITSAP COUNTY TREASURER

1.3 The Nakatas. Robert Nakata and Sally Nakata (hereinafter collectively referred to as "the Nakatas") are husband and wife and residents of Pierce County, Washington. The Nakatas are fee simple owners without encumbrance of property upon which a portion of the reciprocal easement granted herein lies. A legal description of that property is attached hereto as Exhibit B.

1.4 The Jentzschs. Albert Jentzsch and Jaqueline Jentzsch (hereinafter collectively referred to as "the Jentzschs") are husband and wife and residents of Snohomish County, Washington. The Jentzschs are fee simple owners without encumbrance of property upon which a portion of the reciprocal easement granted herein lies. A legal description of that property is attached hereto as Exhibit C.

1.5 The Clements. Robert Clements and Ann Clements (hereinafter collectively referred to as "the Clements") are husband and wife and residents of Kitsap County, Washington. The Clements are fee simple owners without encumbrance of property over which a portion of the reciprocal easement granted herein lies. A legal description of that property is attached hereto as Exhibit D.

1.6 Saddle Club. Bainbridge Island Saddle Club (hereinafter "the Saddle Club") is a non-profit corporation formed and existing under the laws of the State of Washington. The Saddle Club is the fee simple owner without encumbrance of property upon which a portion of the reciprocal easement granted herein lies. A legal description of that property is attached hereto as Exhibit E.

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1.7 Clementz Construction Company, Inc. Clementz Construction Company, Inc. (hereinafter "Clementz Construction") is a corporation formed and existing under the laws of the State of Washington. Clementz Construction is purchasing, and upon occurrence of the conditions set forth in paragraph 3.3 below will be the fee simple owner without encumbrance, property north of and adjacent to that over which the reciprocal easement granted herein lies. A legal description of that property is attached hereto as Exhibit F.

1.8 Puget Sound Power & Light Company. Puget Sound Power & Light Company (hereinafter "Puget Power") is a corporation formed and existing under the laws of the State of Washington. Puget Power currently holds a powerline right-of-way and easement on the Kitsap County property described in Exhibit A hereto, a portion of which will be reconveyed to Kitsap County. Also, Puget Power will be granted an additional powerline right-of-way and easement upon the Clementz Construction property, a legal description of which is set forth in Exhibit F hereto.

2. Vacation of Highway.

Kitsap County is currently the owner of a road, formerly known as State Highway 339, that runs across the properties owned by the Nakatas, the Jentzschs, the Clements and the Saddle Club, a legal description of which is set forth in Exhibit G hereto. Immediately upon execution of this Agreement, Kitsap County shall take all steps necessary in order to obtain a vacation of that road and which shall by law transfer title to the property upon which that road runs to the respective abutting property owners referred to in this

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Article 2. All costs and expenses of obtaining the vacation described in this Article 2 shall be borne by Kitsap County. Kitsap County shall make effective the statutory Final Order of Vacation upon completion of the road construction provided for in section 4 of this agreement. Said Order shall permit the continuation of any public utility easements or franchises previously authorized within State Highway 339; provided, however, abutting landowners at their sole expense may move said utilities to within the new roadway easement granted under paragraph 3 below.

3. Grant of Reciprocal Easement.

3.1 Grantees. The grantees of the following described easements are Kitsap County, the Nakatas, the Jentzschs, the Clements, the Saddle Club and Clementz Construction, the successors in interest of their respective properties, legal descriptions of which are set forth in Exhibits A through F hereof, as well as their lessees, agents, invitees and other persons authorized to use their respective properties. The individual grantees referred to herein are hereinafter collectively referred to as "the Grantees."

3.2 Purpose. The purpose of the following described easements is for the construction, installation, reconstruction, replacing, repairing, maintaining, operating and travel across a roadway to be constructed thereon.

3.3 Conditions Precedent. The easements herein granted shall not become effective until (i) Puget Power has obtained all necessary permits for construction of the required power line on the easement referenced in paragraph 7 below, (ii) all applicable appeal times have expired with respect to issuance

of those permits and (iii) Puget Power has clear legal right to commence construction. When these conditions have been eliminated Puget Power will execute and deliver a supplement to this agreement in recordable form indicating that the conditions have been satisfied. Upon delivery of said supplement, the easements herein granted shall become effective.

3.4 Kitsap County. Subject to paragraph 3.3, the Grantor, Kitsap County, hereby grants and conveys to the Grantees an easement and right-of-way for the purposes set forth in Article 3.2 hereof over, across, along, through and under the following described property situated in Kitsap County, Washington, to wit:

> A strip of land 30.00 feet in width along the eastern boundary of the property described in Exhibit A.

3.5 The Nakatas. Subject to paragraph 3.3, the Grantors, the Nakatas, hereby grant and convey to the Grantees an easement and right-of-way for the purposes set forth in Article 3.2 hereof over, across, along, through and under the following described property situated in Kitsap County, Washington, to wit:

> A strip of land 30.00 feet in width along the western boundary of the property described in Exhibit B.

3.6 The Jentzschs. Subject to paragraph 3.3, the Grantors, the Jentzschs, hereby grant and convey to the Grantees an easement and right-of-way for the purposes set forth in Article 3.2 hereof over, across, along, through and under the following described property situated in Kitsap County, Washington, to wit:

A strip of land 30.00 feet in width along the western boundary of the property described in Exhibit C.

3.7 The Clements. Subject to paragraph 3.3, the Grantors, the Clements, hereby grant and convey to the Grantees an easement and right-of-way for the purposes set forth in Article 3.2 hereof over, across, along, through and under the following described property situated in Kitsap County, Washington, to wit:

A strip of land 30.00 feet in width along the western boundary of the property described in Exhibit D.

3.8 The Saddle Club. Subject to paragraph 3.3, the Grantor, the Saddle Club, hereby grants and conveys to the Grantees an easement and right-of-way for the purposes set forth in Article 3.2 hereof over, across, along, through and under the following described property situated in Kitsap County, Washington, to wit:

A strip of land 30.00 feet in width along the western boundary of the property described in Exhibit E.

3.9 Drawing. An outline of the location of the easement set forth in this Article 3 is attached hereto as Exhibit H.

4. Construction of Roadway.

In consideration for the use of the easement set forth in Article 3 hereof, Clementz Construction shall, at its sole cost and expense, construct or cause to be constructed a roadway 16 feet in width along the center line of the entire length of the easement set forth in Article 3 hereof. The roadway shall be constructed to Kitsap County standards for roadways of such width and shall have an allweather surface passable in all weather made from pit run gravel and

meeting Kitsap County specifications. Such construction shall commence within thirty (30) days of elimination of the conditions precedent set forth in paragraph 3.3 above and payment by Puget Power to Clementz Construction the sum of $35,000.00. Said road will be completed within 180 days of the commencement of construction. To the extent possible consistent with Kitsap County road standards and customary construction practice, the road shall be constructed so as to avoid large evergreen trees where possible and to provide occasional widened shoulder areas for horses to get off the road. Additionally Clementz Construction and the Saddle Club will cooperate with each other in tying the roadway into the entrance road to the Saddle Club.

The roadway to be constructed by Clementz Construction shall be for the benefit of all of the Grantees, as specified in Article 3.1 hereof.

5. Maintenance of Roadway.

The Nakatas, the Jentzschs, the Clements, Clementz Construction and/or their respective successors in interest to the property owned by each of them as described in Exhibits B through F hereof, shall share, on an equal basis, the costs and expenses of maintaining the roadway referred to in Article 4 hereof until such time as the roadway is dedicated to Kitsap County pursuant to Article 6 hereof.

In the event any of the respective parties set forth in this Article 5 fail or refuse to contribute their proportionate share for the costs and expenses of maintaining the roadway pursuant to this Article 5, such proportionate share of costs and expenses of maintenance shall bear interest at the

rate of twelve percent (12%) per annum and shall constitute a lien on the respective property owner's property.

6. Dedication of Roadway.

In the event the roadway referred to in Article 4 hereof is improved to full Kitsap County road specifications, Kitsap County will accept the dedication of the road from the respective property owners and will accept maintenance responsibilities for the roadway subsequent to such dedication.

7. Puget Power Easements.

7.1 For and in consideration of the payment set forth in Article 8 hereof Clementz Construction, by separate Easement Purchase and Sale Agreement will grant and convey to Puget Power an easement and right-of-way over, across, along, through and under the northwest perimeter of State Highway 305 along the entire length of the Clementz Construction property, a legal description of which is set forth in Exhibit F hereto. Said easement shall be by separate agreement under Puget Power's standard easement form.

The purpose of the easement described in this Article 7.1 is for the construction, installation, reconstruction, replacement, repairing, maintaining and operation of electrical power transmission lines adjacent to State Highway 305.

7.2 All parties to this Agreement understand and agree that Puget Power has an existing, valid, perpetual easement under the real property (the "right-of-way" herein), in Kitsap County, Washington described in Exhibit G hereto.

All parties hereby agree that Puget Power may retain this easement in perpetuity, and shall have the right to

REC'D 238 PAGE 1109

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operate, maintain, repair, replace and enlarge one or more electric transmission and/or distribution lines below surface on the above-described right-of-way with all necessary or convenient appurtenances therefor, which may include but are not limited to underground facilities such as underground conduits, cables, vaults, manholes, switches and transformers; semiburied or ground-mounted facilities such as pads, transformers, and switches.

The parties to this Agreement further agree that Puget Power shall have the right of access to the right-of-way over and across their properties to enable Puget Power to exercise its easement rights hereunder; provided, that Puget Power shall compensate said property owners for any damage to the property caused by the exercise of said right of access; and provided further that Puget Power shall in no way be responsible, financially or otherwise, for movement of the existing, underground 12.5kV distribution line, and shall not be required to do so unless interested property owners make all provisions for payment for costs associated with such move.

The parties hereto further agree that in the event State Highway 339 is vacated and title is conveyed to the respective property owners, Puget Power will continue to retain its above-described right-of-way easement, and the respective property owners, upon demand, will execute any and all documents deemed necessary by Puget Power to ensure retention of said right-of-way easement.

REC'D 238 PG 1110

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8. Consideration for Puget Power Easement.

In consideration for conveyance of the easement described in Article 7.1 hereof, Puget Power will pay Clementz Construction Thirty Five Thousand Dollars ($35,000.00) in cash, which amount shall include any and all applicable taxes thereon which Puget Power may be obligated to pay.

9. Vacation of Existing Easement.

Upon elemination of the conditions precedent set forth in paragraph 3.3 above, Puget Power shall execute any and all documents necessary for the reconveyance and release of the easement and right-of-way currently held by Puget Power across the property owned by Kitsap County, a legal description of which is attached hereto as Exhibit A.

10. Failure of Conditions Precedent.

In the event the conditions precedent set forth in paragraph 3.3 are not satisfied and eliminated by June 1, 1983 this agreement shall be void and of no further effect unless extended by the mutual agreement of all parties hereto.

11. Successors and Heirs.

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the heirs, successors, personal representatives and successors in interest of the properties of the respective parties hereto and shall be appurtenant to the property of those respective property owners, legal descriptions of which are attached hereto as Exhibits A through F.

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12. Entire Agreement.

This Agreement sets forth the entire understanding of the parties hereto, prior and contemporaneous agreements and oral understandings notwithstanding, and it may not be changed except by written document signed by all parties hereto.

DATED this 8th day of June, 1981.

ATTEST:

By_____

KITSAP COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON

By John Hadley
Chairman, Board of County Commissioners

STATE OF WASHINGTON)
: ss.
COUNTY OF KITSAP)

On this 8th day of June, 1981, personally appeared before me John Hadley, to me known to be the Chairman of the Board of County Commissioners for Kitsap County, and acknowledged to me that he was authorized to execute the within and foregoing instrument on behalf of Kitsap County as its free and voluntary act and deed for the uses and purposes therein mentioned.

Notary Public

NOTARY PUBLIC in and for the State of Washington, residing at Poulsbo

Robert Nakata
ROBERT NAKATA

Sally H. Nakata
SALLY NAKATA

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REEL 238 FR 1112

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

On this 8th day of June, 1981, personally appeared before me ROBERT NAKATA and SALLY NAKATA, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

NOTARY PUBLIC in and for the State of Washington, residing at Bainbridge Is

ALBERT JENTZSCH

JAQUELINE JENTZSCH

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

On this 8th day of June, 1981, personally appeared before me ~~ROBERT~~ JENTZSCH and JAQUELINE JENTZSCH, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

NOTARY PUBLIC in and for the State of Washington, residing at Bainbridge Is.

BAINBRIDGE ISLAND SADDLE CLUB

By Peter P. Hoffmann
President

REEL 238 PAGE 113

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STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

On this 2nd day of June, 1981, personally appeared before me Peter Hofgaard to me known to be the President of the Bainbridge Island Saddle Club, and acknowledged to me that he was authorized to execute the within and foregoing instrument on behalf of the Bainbridge Island Saddle Club as its free and voluntary act and deed for the uses and purposes therein mentioned.

NOTARY PUBLIC in and for the State of Washington, residing at Bainbridge I.

ATTEST:

CLEMENTZ CONSTRUCTION COMPANY, INC.

By Michael J. Clementz

By Leo B. Clementz Jr. Pres.

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

On this 8th day of June, 1981, personally appeared before me Leo B Clementz Jr, to me known to be the President of Clementz Construction Company, Inc., and acknowledged to me that he was authorized to sign the within and foregoing instrument on behalf of Clementz Construction Company, Inc. as its free and voluntary act and deed for the uses and purposes therein mentioned.

NOTARY PUBLIC in and for the State of Washington, residing at Bainbridge Is.

ATTEST:

PUGET SOUND POWER & LIGHT COMPANY

By Kent A Meeks

By Wm K Arthur

DIRECTOR REAL ESTATE

STATE OF WASHINGTON)
) ss.
COUNTY OF ~~KITSAP~~ KING)

On this 19th day of JUNE, 1981, personally appeared before me WM. K. ARTHUR, to me known to be the DIRECTOR REAL ESTATE of Puget Sound Power & Light Company, and acknowledged to me that HE was authorized to executed the within and foregoing instrument on behalf of Puget Sound Power & Light Company as its free and voluntary act and deed for the uses and purposes therein mentioned.

NOTARY PUBLIC in and for the State of Washington, residing at Woodinville

REEL 238 PAGE 1114

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ROBERT CLEMENTS

ANN CLEMENTS

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

On this 25th day of June, 1981, personally appeared before me ROBERT CLEMENTS and ANN CLEMENTS, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

NOTARY PUBLIC in and for the State of Washington, residing at Rolling Bay, Wa.

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REC 230 PG 1115

EXHIBIT A TO
RECIRPOCAL EASEMENT AGREEMENT
DATED June 8, 1981

The Northwest quarter of the Southeast quarter and the Southwest quarter of the Southeast quarter; EXCEPT County road, Section 4, Township 25 North, Range 2 East, W.M., in Kitsap County, Washington.

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REEL 259 PAGE 116

EXHIBIT B TO
RECIPROCAL EASEMENT AGREEMENT
DATED June 8, 1981

The Southeast quarter of the Southeast quarter in Section 8, Township 25 North, Range 2 E.W.M.; EXCEPT the East 563 feet of the Southeast quarter of the Southeast quarter of the Southeast quarter; and EXCEPT the following parcels:

PARCEL I:

That portion of the North half of the Southeast quarter of the Southeast quarter of Section 4, Township 25 North, Range 2 East, W.M., described as follows:

Beginning at the Northeast corner of said subdivision; thence South along the East line thereof to the Southeast corner of said subdivision; thence West along the South line thereof 563 feet; thence North parallel to the West line of said subdivision, a distance of 251.4 feet; thence East parallel to the North line of said subdivision, a distance of 309.1 feet; thence North parallel to the West line of said subdivision, a distance of 204.3 feet to a point called "A" for further reference; thence North parallel to the West line of said subdivision to the North line thereof and the true point of beginning of the tract herein described; thence South parallel to the West line of said subdivision to reference point "A"; thence West, parallel to the North line of said subdivision, to the West line thereof; thence North along said West line to the Northwest corner of said subdivision; thence East along the North line thereof, to the true point of beginning; EXCEPT that portion thereof conveyed to the State of Washington for highway purposes by deed bearing Auditor's file No. 377855.

PARCEL II:

That portion of the North half of the Southeast quarter of the Southeast quarter of Section 4, Township 25 North, Range 2 East, W.M.; described as follows;

Beginning at the Northeast corner of said subdivision; thence South along the East line thereof to the Southeast corner of said subdivision; thence West along the South line thereof, 563 feet; thence North parallel to the West line of said subdivision, a distance of 251.4 feet; thence East parallel to the North line of said subdivision, a distance of 309.1 feet; thence North parallel to the West line of said subdivision, a distance of 204.3 feet to a point called "A" for further reference; thence West, parallel to the North line of said subdivision, to the West line thereof and the true point of beginning of the tract herein described; thence East parallel to the North line of said subdivision to reference point "A"; thence South parallel to the West line of said subdivision a distance of 204.3 feet; thence West parallel to the North line of said subdivision, to the West line thereof; thence North along said West line to the true point of beginning; EXCEPT that portion thereof conveyed to the State of Washington for highway purposes by deed bearing auditor's file No. 377855.

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REEL 238 PAGE 1117

EXHIBIT C TO
RECIPROCAL EASEMENT AGREEMENT
DATED June 3, 1981

That portion of the Southeast quarter of the Southeast quarter of Section 4, Township 25 North, Range 2 East, W.M., described as follows: Beginning at the Northeast corner of said subdivision; thence South along the East line thereof to the North line of the Southeast quarter of the Southeast quarter of the Southeast quarter; thence West along the North line thereof 253.9 feet; thence North, parallel with the East line of said subdivision, 251.4 feet to the point of beginning; thence continuing North 204.2 feet; thence West parallel with the North line of said subdivision 1066.1 feet, more or less, to the West line of said subdivision; thence South 204.3 feet along the West line thereof; thence East 1066.1 feet, more or less to the point of beginning; EXCEPT any portion lying within a 40 foot strip deeded to State of Washington by deed recorded under auditor's file No. 377855. SUBJECT to an easement for ingress, egress and utilities over and across the Westerly 30 feet. TOGETHER WITH an easement for ingress, egress and utilities over and across the Westerly 30 feet of the Southeast quarter of the Southeast quarter from Day road to subject property. SUBJECT to easements as recorded under auditor's file Nos. 598479, 972840 and 972841.

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REEL 238 PAGE 1118

EXHIBIT D TO
RECIPROCAL EASEMENT AGREEMENT
DATED June 5, 1981

That portion of the North half of the Southeast quarter of the Southeast quarter of Section 4, Township 25 North, Range 2 East, W.M., described as follows;

Beginning at the Northeast corner of said subdivision; thence south along the East line thereof to the Southeast corner of said subdivision; thence West along the South line thereof 563 feet; thence North parallel to the West line of said subdivision, a distance of 251.4 feet; thence East parallel to the North line of said subdivision, a distance of 309.1 feet; thence North parallel to the West line of said subdivision, a distance of 204.3 feet to a point called "A" for further reference; thence North parallel to the West line of said subdivision to the North line thereof and the true point of beginning of the tract herein described; thence South parallel to the West line of said subdivision to reference point "A"; thence West, parallel to the North line of said subdivision, to the West line thereof; thence North along said West line to the Northwest corner of said subdivision; thence East along the North line thereof, to the true point of beginning; EXCEPT that portion thereof conveyed to the State of Washington for highway purposes by deed bearing Auditor's file No. 377855. SUBJECT to an easement for ingress, egress and utilities over, under and across the West 30 feet and the South 15 feet thereof.
TOGETHER with an easement for ingress, egress and utilities over, under and across the West 30 feet of the Southeast quarter of the Southeast quarter of said Section 4 from Day Road to the above described subject property.
ALSO
That portion of the North half of the Southeast quarter of the Southeast quarter of Section4, Township 25 North, Range 2 East, W.M., described as follows:

Beginning at the Northeast corner of said subdivision; thence South along the East line thereof, to the Southeast corner of said subdivision; thence West along the South line thereof, 563 feet; thence North parallel to the West line of said subdivision, a distance of 251.4 feet; thence East parallel to the North line of said subdivision, a distance of 309.1 feet; thence North parallel to the West line of said subdivision; to the North line thereof; thence East along said North line to the point of beginning;
EXCEPT that portion thereof conveyed to the State of Washington for highway purposes by Deed bearing auditor's file No. 529564.

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EXHIBIT E TO
RECIPROCAL EASEMENT AGREEMENT
DATED June 8, 1981

The west half of the West half of the Northeast quarter of the Southeast quarter in Section 4, Township 25 North, Range 2 East, WM; EXCEPT State Highway No. 305 (formerly State Highway No. 21-A) AND EXCEPT State Highway No. 2 and County Road; AND EXCEPT that portion of the South 125 feet (as measured along the East line) lying Easterly of State Highway No. 21 and County Road, as conveyed to the State of Washington by deed bearing Auditor's File No. 377853;

Situate in Kitsap County, Washington

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REEL 238 PAGE 1120

EXHIBIT F TO
RECIPROCAL EASEMENT AGREEMENT
DATED June 8, 1981

PARCEL 1: That portion of the West quarter of the Southeast quarter of the Northeast quarter of Section 4, Township 25 North, Range 2 East, W.M., lying Southerly of right-of-way for Highway No. 21-A.

PARCEL 2: The Southwest quarter of the Northeast quarter of Section 4, Township 25 North, Range 2 east, W.M., EXCEPT the west 402.6 feet of the North 1082.4 feet, AND EXCEPT the West 30 feet of the South 238 feet, AND EXCEPT the South 30 feet, AND EXCEPT the North 150 feet of the West 584.91 feet of the East 914.08 feet, AND EXCEPT that portion lying Northerly of Southerly right-of-way for Highway No. 21-A. Situate in Kitsap County, Washington.

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REEL 238 PAGE 121

EXHIBIT G TO
RECIPROCAL EASEMENT AGREEMENT
DATED June 8, 1981

That portion of the west quarter of the northeast quarter of the southeast quarter and that portion of the west half of the southeast quarter of the southeast quarter of Section 4, Township 25 North, Range 2 East, W.M., lying within a strip of land 40 feet in width, being 20 feet in width on each side of the following described center line:

Beginning at a point on the north line of the southeast quarter of the southeast quarter of said Section 1250.1 feet westerly of the northeast corner of said subdivision; thence South 07°09' East 189.8 feet; thence South 16°41' East 377.9 feet; thence South 12°18" West 159.4 feet; thence South 11°56" West 314.4 feet; thence South 03°47' West 366.8 feet to an existing County Road and the true point of beginning of this center line description; thence North 03°47' East 366.8 feet; thence North 11°56' East 314.4 feet; thence North 12°18' East 159.4 feet; thence North 16°41' West 377.9 feet; thence North 07°09' West 259.4 feet; thence North 14°53' West 83.9 feet; thence North 20°29' East 198.6 feet; thence North 17°15' East 158.1 feet; thence North 19°50' East 216.7 feet; thence North 52°14' East 205.0 feet, more or less, to the east line of the west quarter of the northeast quarter of the southeast quarter of said Section and the end of this center line description, EXCEPT any portion of the above described property which may lie easterly of the following described right of way line:

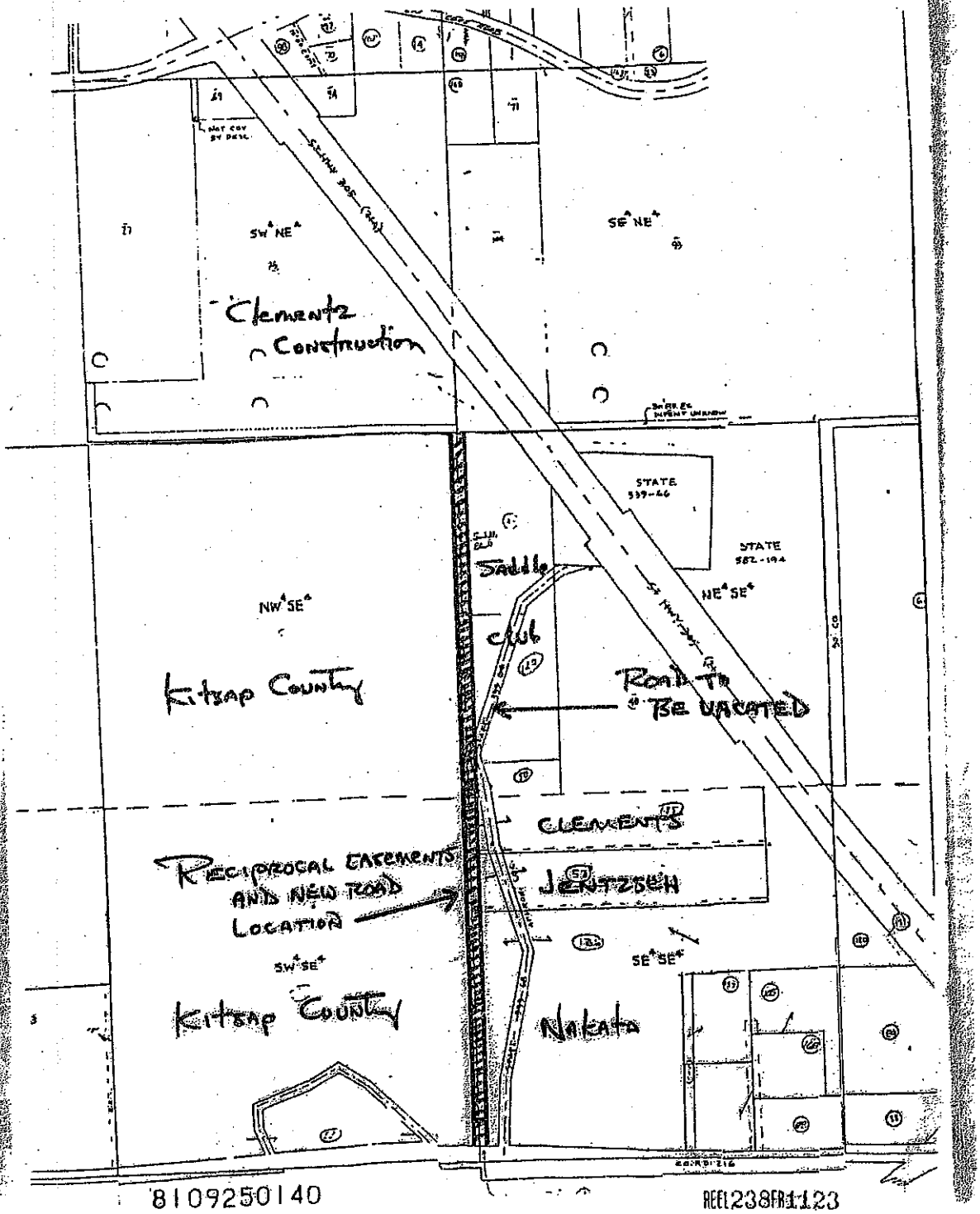
Beginning at a point opposite Highway Engineer's Station 370+00 on the center line survey of State Highway Route No. 305, Winslow to Agate Pass, and 75 feet southwesterly therefrom; thence southeasterly, parallel with said center line survey, to a point opposite Highway Engineer's Station 364+00 thereon; thence southwesterly to a point opposite said Highway Engineer's Station and 100 feet southwesterly therefrom; thence southeasterly, parallel with said center line survey, 400 feet to the end of this right of way line description.

Subject to any existing easements for utilities.

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REEL 238 PAGE 122

EXHIBIT H TO
RECIPROCAL EASEMENT AGREEMENT
DATED JUNE 5, 1981



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REEL 238 PAGE 1123

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FILED FOR RECORD
at the request of Martin T. Crowder
1982 JAN -7 PM 1:26
KITSAP COUNTY AUDITOR
by [illegible]

SUPPLEMENT TO RECIPROCAL EASEMENT AGREEMENT

This acknowledgment supplements that certain Reciprocal Easement Agreement dated June 8, 1981, by and between KITSAP COUNTY, a political subdivision of the State of Washington, ROBERT and SALLY NAKATA, ALBERT JENTZSCH and JACQUELINE JENTZSCH, ROBERT CLEMENTS and ANN CLEMENTS, BAINBRIDGE ISLAND SADDLE CLUB, CLEMENTZ CONSTRUCTION COMPANY, INC., and PUGET SOUND POWER & LIGHT COMPANY.

Pursuant to paragraph 3.3 of the referenced Reciprocal Easement Agreement, PUGET SOUND POWER & LIGHT COMPANY hereby formally acknowledges elimination of all conditions precedent therein set forth and further acknowledges that said conditions have been fully satisfied.

The referenced Reciprocal Easement Agreement and this supplement affects the real property in Kitsap County described in Exhibits A through G attached hereto and incorporated herein by this reference.

DATED this 23rd day of December, 1981.

PUGET SOUND POWER & LIGHT COMPANY

By _____
Director Real Estate

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 23rd day of December, 1981, before me personally appeared WM. K. ARTHUR, to me known to be the Director Real Estate of Puget Sound Power & Light Company, the corporation that executed the foregoing instrument, and he acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and he on oath stated that he was authorized to execute said instrument.

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

EXCISE TAX EXEMPT
JAN 7 1982
DILLIE EDER
KITSAP COUNTY TREASURER

_____
Notary Public in and for the State of Washington, residing at Redmond

8201070087

After recording return to:

Martin T. Crowder
Suite 2500, 1111 Third Ave.
Seattle, WA 98101

REEL244FR1060

EXHIBIT A TO SUPPLEMENT TO
RECIRPOCAL EASEMENT AGREEMENT
DATED June 8 1981

The Northwest quarter of the Southeast quarter and the Southwest quarter of the Southeast quarter; EXCEPT County road, Section 4, Township 25 North, Range 2 East, W.M., in Kitsap County, Washington.

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Initials

EXHIBIT B TO SUPPLEMENT TO
RECIPROCAL EASEMENT AGREEMENT
DATED June 8, 1981

The Southeast quarter of the Southeast quarter in Section 8, Township 25 North, Range 2 E.W.M.; EXCEPT the East 563 feet of the Southeast quarter of the Southeast quarter; and EXCEPT the following parcels:

PARCEL I:

That portion of the North half of the Southeast quarter of the Southeast quarter of Section 4, Township 25 North, Range 2 East, W.M., described as follows:

Beginning at the Northeast corner of said subdivision; thence South along the East line thereof to the Southeast corner of said subdivision; thence West along the South line thereof 563 feet; thence North parallel to the West line of said subdivision, a distance of 251.4 feet; thence East parallel to the North line of said subdivision, a distance of 309.1 feet; thence North parallel to the West line of said subdivision, a distance of 204.3 feet to a point called "A" for further reference; thence North parallel to the West line of said subdivision to the North line thereof and the true point of beginning of the tract herein described; thence South parallel to the West line of said subdivision to reference point "A"; thence West, parallel to the North line of said subdivision, to the West line thereof; thence North along said West line to the Northwest corner of said subdivision; thence East along the North line thereof, to the true point of beginning; EXCEPT that portion thereof conveyed to the State of Washington for highway purposes by deed bearing Auditor's file No. 377855.

PARCEL II:

That portion of the North half of the Southeast quarter of the Southeast quarter of Section 4, Township 25 North, Range 2 East, W.M.; described as follows;

Beginning at the Northeast corner of said subdivision; thence South along the East line thereof to the Southeast corner of said subdivision; thence West along the South line thereof, 563 feet; thence North parallel to the West line of said subdivision, a distance of 251.4 feet; thence East parallel to the North line of said subdivision, a distance of 309.1 feet; thence North parallel to the West line of said subdivision, a distance of 204.3 feet to a point called "A" for further reference; thence West, parallel to the North line of said subdivision, to the West line thereof and the true point of beginning of the tract herein described; thence East parallel to the North line of said subdivision to reference point "A"; thence South parallel to the West line of said subdivision a distance of 204.3 feet; thence West parallel to the North line of said subdivision, to the West line thereof; thence North along said West line to the true point of beginning; EXCEPT that portion thereof conveyed to the State of Washington for highway purposes by deed bearing auditor's file No. 377855.

8201070087

Initials

REEL 244 PAGE 1062

EXHIBIT C TO SUPPLEMENT TO
RECIPROCAL EASEMENT AGREEMENT
DATED Jun. 2, 1981

That portion of the Southeast quarter of the Southeast quarter of Section 4, Township 25 North, Range 2 East, W.M., described as follows: Beginning at the Northeast corner of said subdivision; thence South along the East line thereof to the North line of the Southeast quarter of the Southeast quarter of the Southeast quarter; thence West along the North line thereof 253.9 feet; thence North, parallel with the East line of said subdivision, 251.4 feet to the point of beginning; thence continuing North 204.2 feet; thence West parallel with the North line of said subdivision 1066.1 feet, more or less, to the West line of said subdivision; thence South 204.3 feet along the West line thereof; thence East 1066.1 feet, more or less to the point of beginning; EXCEPT any portion lying within a 40 foot strip deeded to State of Washington by deed recorded under auditor's file No. 377855. SUBJECT to an easement for ingress, egress and utilities over and across the Westerly 30 feet. TOGETHER WITH an easement for ingress, egress and utilities over and across the Westerly 30 feet of the Southeast quarter of the Southeast quarter from Day road to subject property. SUBJECT to easements as recorded under auditor's file Nos. 598479, 972840 and 972841.

8201070087

Initials

RE1244R1063

EXHIBIT D TO SUPPLEMENT TO
RECIPROCAL EASEMENT AGREEMENT
DATED June 8, 1981

That portion of the North half of the Southeast quarter of the Southeast quarter of Section 4, Township 25 North, Range 2 East, W.M., described as follows;

Beginning at the Northeast corner of said subdivision; thence south along the East line thereof to the Southeast corner of said subdivision; thence West along the South line thereof 563 feet; thence North parallel to the West line of said subdivision, a distance of 251.4 feet; thence East parallel to the North line of said subdivision, a distance of 309.1 feet; thence North parallel to the West line of said subdivision, a distance of 204.3 feet to a point called "A" for further reference; thence North parallel to the West line of said subdivision to the North line thereof and the true point of beginning of the tract herein described; thence South parallel to the West line of said subdivision to reference point "A"; thence West, parallel to the North line of said subdivision, to the West line thereof; thence North along said West line to the Northwest corner of said subdivision; thence East along the North line thereof, to the true point of beginning; EXCEPT that portion thereof conveyed to the State of Washington for highway purposes by deed bearing Auditor's file No. 377855. SUBJECT to an easement for ingress, egress and utilities over, under and across the West 30 feet and the South 15 feet thereof.
TOGETHER with an easement for ingress, egress and utilities over, under and across the West 30 feet of the Southeast quarter of the Southeast quarter of said Section 4 from Day Road to the above described subject property.
ALSO
That portion of the North half of the Southeast quarter of the Southeast quarter of Section4, Township 25 North, Range 2 East, W.M., described as follows:

Beginning at the Northeast corner of said subdivision; thence South along the East line thereof, to the Southeast corner of said subdivision; thence West along the South line thereof, 563 feet; thence North parallel to the West line of said subdivision, a distance of 251.4 feet; thence East parallel to the North line of said subdivision, a distance of 309.1 feet; thence North parallel to the West line of said subdivision; to the North line thereof; thence East along said North line to the point of beginning;
EXCEPT that portion thereof conveyed to the State of Washington for highway purposes by Deed bearing auditor's file No. 529564.

8201070087

Initials

EXHIBIT E TO SUPPLEMENT TO
RECIPROCAL EASEMENT AGREEMENT
DATED June 8, 1981

The west half of the West half of the Northeast quarter of the Southeast quarter in Section 4, Township 25 North, Range 2 East, WM; EXCEPT State Highway No. 305 (formerly State Highway No. 21-A) AND EXCEPT State Highway No. 2 and County Road; AND EXCEPT that portion of the South 125 feet (as measured along the East line) lying Easterly of State Highway No. 21 and County Road, as conveyed to the State of Washington by deed bearing Auditor's File No. 377853;

Situate in Kitsap County, Washington

8201070087

Initials

REC244P1065

EXHIBIT F TO SUPPLEMENT TO
RECIPROCAL EASEMENT AGREEMENT
DATED June 6, 1981

PARCEL 1: That portion of the West quarter of the Southeast quarter of the Northeast quarter of Section 4, Township 25 North, Range 2 East, W.M., lying Southerly of right-of-way for Highway No. 21-A.

PARCEL 2: The Southwest quarter of the Northeast quarter of Section 4, Township 25 North, Range 2 east, W.M., EXCEPT the west 402.6 feet of the North 1082.4 feet, AND EXCEPT the West 30 feet of the South 238 feet, AND EXCEPT the South 30 feet, AND EXCEPT the North 150 feet of the West 584.91 feet of the East 914.08 feet, AND EXCEPT that portion lying Northerly of Southerly right-of-way for Highway No. 21-A. Situate in Kitsap County, Washington.

8201070087

REEL 243 FAGE 1066

Initials

EXHIBIT G TO SUPPLEMENT TO
RECIPROCAL EASEMENT AGREEMENT
DATED June 3, 1981

That portion of the west quarter of the northeast quarter of the southeast quarter and that portion of the west half of the southeast quarter of the southeast quarter of Section 4, Township 25 North, Range 2 East, W.M., lying within a strip of land 40 feet in width, being 20 feet in width on each side of the following described center line:

Beginning at a point on the north line of the southeast quarter of the southeast quarter of said Section 1250.1 feet westerly of the northeast corner of said subdivision; thence South 07°09' East 189.8 feet; thence South 16°41' East 377.9 feet; thence South 12°18" West 159.4 feet; thence South 11°56" West 314.4 feet; thence South 03°47' West 366.8 feet to an existing County Road and the true point of beginning of this center line description; thence North 03°47' East 366.8 feet; thence North 11°56' East 314.4 feet; thence North 12°18' East 159.4 feet; thence North 16°41' West 377.9 feet; thence North 07°09' West 259.4 feet; thence North 14°53' West 83.9 feet; thence North 20°29' East 198.6 feet; thence North 17°15' East 158.1 feet; thence North 19°50' East 216.7 feet; thence North 52°14' East 205.0 feet, more or less, to the east line of the west quarter of the northeast quarter of the southeast quarter of said Section and the end of this center line description, EXCEPT any portion of the above described property which may lie easterly of the following described right of way line:

Beginning at a point opposite Highway Engineer's Station 370+00 on the center line survey of State Highway Route No. 305, Winslow to Agate Pass, and 75 feet southwesterly therefrom; thence southeasterly, parallel with said center line survey, to a point opposite Highway Engineer's Station 364+00 thereon; thence southwesterly to a point opposite said Highway Engineer's Station and 100 feet southwesterly therefrom; thence southeasterly, parallel with said center line survey, 400 feet to the end of this right of way line description.

Subject to any existing easements for utilities.

8201070087

REEL 244 FR 1067

Initials

KITSAP COUNTY
$30.00 STC
FILED-BY: STEWART TITLE CO
DEC 23, 1991, 11:37 AM
KAREN FLYNN, AUDITOR
CLERK: CHIPPS

A.F.#: 9112230080
REEL 0622 FR 0793

ADDENDUM NO. 1 TO
RECIPROCAL EASEMENT AGREEMENT

PARTIAL REVISION OF EASEMENT

THIS ADDENDUM is made and entered into by and among Bainbridge Island Saddle Club, a Washington non profit corporation ("Saddle Club"), William and Patricia Lamphere ("Lampheres"), Kitsap County, a political subdivision of the State of Washington ("Kitsap County"), Robert and Sally Nakata, ("Nakatas") and Albert and Jacqueline Jentzsch ("Jentzschs").

1. Parties and Purposes

1.1 History. Kitsap County, Saddle Club, Nakatas and Jentzschs and the predecessors in title of Lampheres are parties to a Reciprocal Easement Agreement ("Agreement") dated June 8, 1981, and recorded with the Kitsap County Auditor as No. 8109250140, Reel 238 Book 1102, et seq., which creates an easement for roadway purposes ("roadway easement"). A portion of the roadway easement lies upon a strip of land thirty feet in width along the western boundary of Saddle Club's property.

1.2 Kitsap County Kitsap County, is the owner of property upon which a portion of the reciprocal easement lies, as set forth in a legal description attached to the original Agreement as Exhibit A and for ease of reference is attached hereto as the same. Kitsap County also owns, through its Department of Public Works, a parcel described in Exhibit H hereto, as a public right of way along NE Day Road, Bainbridge Island, WA. The parcel described in Exhibit H was not included in the original easement description, but contains the West 30 feet of the easement as it proceeds North from NE Day Road. Therefore, the parties have agreed to include Kitsap County in its representative capacity for the Department of Public Works as a party to this Addendum.

1.3 Nakatas and Jentzschs. Robert and Sally Nakata ("Nakatas") and Albert and Jacqueline Jentzsch ("Jentzschs") are parties to the original Agreement. The legal descriptions of their parcels were attached to the original Agreement as Exhibits B and C and for ease of reference are attached hereto as the same.

1.4 Lampheres. Lampheres are the successors in interest to Robert and Ann Clements ("Clements") and Clementz Construction Company, Inc. ("Clementz Construction"). The legal description of the Lamphere's property was attached to the original Agreement as Exhibits D and F, and for ease of reference are attached hereto as the same.

1.5 Saddle Club The legal description of Saddle Club's property was attached to the original Agreement as Exhibit E and for ease of reference is attached hereto as the same.

RECEIVED
OCT 18 1991

1.6 Agreement to Revise Easement The parties have agreed to revise and amend the roadway easement to remove an encroachment of the roadway easement on Saddle Club's riding ring. A site map is attached as Exhibit I which sets forth various parcels and the revised easement. The site map is for illustration only and is not represented to be an accurate survey or indication of property lines and rights.

2. Revision of Easement

2.1 Abandonment of Existing Portion of Easement. All and each of the above named parties hereby abandons the existing roadway easement over Saddle Club's property as such easement is set forth in the following legal description situated in Kitsap County, Washington:

> A strip of land 30.00 feet in width along the western boundary of the property described in Exhibit E.

2.2 Parties to the Revised Easement The grantees of the following described easements are Saddle Club, Lampheres and Kitsap County, as well as (where applicable) their lessees, agents, invitees and other persons authorized to use their respective properties. The individual grantees are collectively referred to as "the Grantees."

2.3 Purpose. The purpose of the easement shall continue to be construction, installation, reconstruction, replacing, repairing, maintaining, operation and travel across a roadway to be constructed thereon.

2.4 Grant and Legal Description of Revised Easement. The Grantees hereby grant a reciprocal easement to each of the other parties of the property described hereafter and amend Exhibit A and E by including the following legal description:

> "Subject to the following easement:
> That portion of the southeast-quarter of Section 4, Township 25 North, Range 2 East, W.M. described as follows:
>
> > A strip of land 60.00 feet in width, having 30.00 feet of said width on each side of the following described centerline: Beginning at the northwest corner of the northeast-quarter of the southeast quarter of said Section 4, said point being the True Point of Beginning; thence S 01°10'04" W along the westerly limits of said subdivision, a distance of 280.00 feet to a point of curve; thence along a curve to the right having a radius of 100.00 feet and a

REEL *0622 FR 0794 2112230009

central angle of 31°47'18", an arc distance of 55.48 feet to a point of reverse curve; thence along a curve to the left, having a radius of 100.00 feet and a central angle of 31°47'18", an arc distance of 55.48 feet; thence S 01° 10'04" W, a distance of 399.29 feet to a point of curve; thence along a curve to the left, having a radius of 100.00 feet and a central angle of 31°47'18", an arc distance of 55.48 feet to a point of reverse curve; thence along a curve to the right, having a radius of 100.00 feet and a central angle of 31°47'18", an arc distance of 55.48 feet; thence S 01° 10'04" W, along the existing easement to the point where the easement meets N.E. Day Road, this being the terminus of the easement.

3.0 Confirmation of All Other Provisions. To the extent not inconsistent with this Addendum, the parties hereby confirm all other provisions of the Agreement.

4.0 Effective Date This Addendum shall be effective among the parties on the date of the last signature below. The parties shall cause this Addendum to be recorded with the Kitsap County Auditor as notice to third parties.

Executed at the places and on the dates noted below.

REEL *0622 FR 0793

Dated:

BAINBRIDGE ISLAND SADDLE CLUB

By: Paul C. Plett
Paul C. Plett, ~~President~~ VICE

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

On this 22nd day of October, 1991, personally appeared before me PAUL C. PLETT, to me known to be the VICE-PRESIDENT of the Bainbridge Saddle Club, and acknowledged to me that HE was authorized to execute the within and foregoing instrument on behalf of the Bainbridge Island Saddle Club as its free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 22nd day of OCTOBER, 199[illegible].

NOTARY PUBLIC 3-18-95 STATE OF WASHINGTON

Notary Public in and for the State of Washington, residing at 259 SILVERDALE
Commission Expires: 3-18-95

REEL #: 0622 FR 0798

Dated:

LAMPHERES

William Lamphere

Patricia Lamphere

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

On this 18th day of September, 1991, personally appeared before William Lamphere and Patricia Lamphere, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 18th day of September, 1991.

Notary Public in and for the State of Washington, residing at Bainbridge Island - Kitsap County
My Commission Expires: 5-19-94

AFN# 9112230089
REEL 0622 PG 0797

Dated:

Kitsap County, A Political Subdivision of the State of Washington, for the parcels described in both Exhibits A (currently administered by the Bainbridge Island Park and Recreation District) and H (title currently held by the Kitsap County Department of Public Works) attached hereto

By: _____
Chairman, Board of County Commissioners

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

On this 17th day of December, 1991, personally appeared before me Billie Eder, to me known to be the Chairman, Board of County Supervisors for Kitsap County, and acknowledged to me that he was authorized to execute the within and foregoing instrument on behalf of Kitsap County as its free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 17th day of December, 1991.

HOLLY A. ANDERSON NOTARY PUBLIC STATE OF WASHINGTON 3-14-92

_____
Notary Public in and for the State of Washington, residing at Port Orchard
My Commission Expires: 3-14-92

REEL # 0622 PR 0798

Dated:

NAKATAS

Robert Nakata

Sally Nakata

STATE OF WASHINGTON)
) ss.
COUNTY OF ~~KITSAP~~ Pierce)

On this 12 day of September, 1991, personally appeared before me Robert Nakata and Sally Nakata, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 12 day of Sept, 1991.

Notary Public in and for the State of Washington, residing at Tacoma

My Commission Expires: 6/30/93

REEL # 0622 FR 0799

Dated:

JENTZSCH8

Albert Jentzsch

Jacqueline Jentzsch

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

On this 17th day of October, 1991, personally appeared before me Albert Jentzsch and Jacqueline Jentzsch, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 17th day of October, 1991.

Notary Public in and for the State of Washington, residing at Auburn, Washington

My Commission Expires: 7/10/92

REEL #: 211230988

EXHIBIT A TO ADDENDUM NO. 1 TO
RECIPROCAL EASEMENT AGREEMENT
DATED_____

The Northwest quarter of the Southeast quarter and the Southwest quarter of the Southeast quarter; EXCEPT County Road, Section 1, Township 25 North, Range 2 East, W.M., in Kitsap County, Washington.

REEL #0622 FR 0881

EXHIBIT B TO ADDENDUM NO. 1 TO
RECIPROCAL EASEMENT AGREEMENT
DATED_____

The Southeast quarter of the Southeast quarter in Section 4, Township 25 North, Range 2 E.W.M.; EXCEPT the East 563 feet of the Southeast quarter of the Southeast quarter of the Southeast quarter; and EXCEPT the following parcels:

PARCEL I

That portion of the North half of the Southeast quarter of the Southeast quarter of Section 4, Township 25 North, Range 2 East W.M., described as follows:

Beginning at the Northeast corner of said subdivision; thence South along the East line thereof to the Southeast corner of said subdivision; thence West along the South line thereof 563 feet; thence North parallel to the West line of subdivision, a distance of 251.4 feet, thence East parallel to the North line of said subdivision, a distance of 309.1 feet; thence North parallel to the West line of said subdivision, a distance of 204.3 feet to a point called "A" for further reference; thence North parallel to the West line of said subdivision to the North line thereof and the true point of beginning of the tract herein described; thence South parallel to the West line of said subdivision to reference point "A"; thence West, parallel to the North line of said subdivision, to the West line thereof; thence North along said West line to the Northwest corner of said subdivision; thence East along the North line thereof, to the true point of beginning, EXCEPT that portion thereof conveyed to the State of Washington for highway purposes by deed bearing auditor's file No. 377855.

PARCEL II

That portion of the North half of the Southeast quarter of the Southeast quarter of Section 4, Township 25 North, Range 2 East, W.M., described as follows:

Beginning at the Northeast corner of said subdivision; thence South along the east line thereof to the Southeast corner of said subdivision; thence West along the South line thereof, 563 feet; thence North parallel to the West line of said subdivision, a distance of 251.4 feet; thence East parallel to the North line of said subdivision, a distance of 309.1 feet, thence North parallel to the West line of said subdivision, a distance of 204.3 feet to a point called "A" for further reference; thence West, parallel to the North line of said subdivision, to the West line thereof and the true point of beginning of the tract herein described; thence East parallel to the North line of said subdivision to reference point "A"; thence South parallel to the West line of said subdivision, a distance of 204.3 feet; thence West parallel to the North line of said subdivision, to the West line thereof, thence North along said West line to the true point of beginning, EXCEPT that portion thereof conveyed to the State of Washington for highway purposes by deed bearing Auditor's file No. 377855.

REEL *0622 FR 0802

EXHIBIT C TO ADDENDUM NO. 1 TO
RECIPROCAL EASEMENT AGREEMENT
DATED_____

That portion of the Southeast quarter of the Southeast quarter of Section 4, Township 25 North, Range 2 East W.M., described as follows: Beginning at the Northeast corner of said subdivision; thence South along the East line thereof to the North line of the Southeast quarter of the Southeast quarter of the Southeast quarter; thence West along the North line thereof 253.9 feet; thence North, parallel with the East line of said subdivision, 251.4 feet to the point of beginning; thence continuing North 204.2 feet; thence West parallel with the North line of said subdivision 1066.1 feet, more or less, to the West line of said subdivision; thence East 1066.1 feet, more or less to the point of beginning; EXCEPT any portion lying within a 40 foot strip deeded to the State of Washington by deed recorded under auditor's file No. 377855. SUBJECT to an easement for ingress, egress and utilities over and across the Westerly 30 feet. TOGETHER WITH an easement for ingress, egress and utilities over and across the Westerly 30 feet of the Southeast quarter of the Southeast quarter from Day Road to subject property. SUBJECT to easements as recorded under auditor's file Nos. 598475, 972840 and 972841.

REEL #0622 FR 0889

EXHIBIT D TO ADDENDUM NO. 1 TO
RECIPROCAL EASEMENT AGREEMENT
DATED_____

That portion of the North half of the Southeast quarter of the Southeast quarter of Section 4, Township 25 North, Range 2 East W.M., described as follows:

Beginning at the Northeast corner of said subdivision; thence South along the East line thereof to the Kortheast corner of said subdivision; thence West along the South line thereof 563 feet; thence North parallel to the West line of said subdivision; a distance of 251.4 feet; thence East parallel to the North line of said subdivision, a distance of 309.1 feet; thence North parallel to the West line of said subdivision, a distance of 204.3 feet to a point called "A" for further reference; thence North parallel to the West line of said subdivision to the North line thereof and the true point of beginning of the tract herein described, thence South parallel to the West line of said subdivision to reference point "A"; thence West , parallel to the North line of said subdivision, to the West line thereof; thence North along said West line to the Northwest corner of said subdivision; thence East along the North line thereof; to the true point of beginning, EXCEPT that portion thereof conveyed to the State of Washington for highway purposes by deed bearing Auditor's file No. 377055. SUBJECT to an easement for ingress, egress and utilities over, under and across the West 30 feet and the South 15 feet thereof.
TOGETHER with an easement for ingress egress and utilities over, under and across the West 30 feet of the Southeast quarter of the Southeast quarter of said Section 4 from Hay Road to the above described subject property.
ALSO
That portion of the North half of the Southeast quarter of the Southeast quarter of Section 4, Township 25 north, Range 2 East W.M., described as follows:

Beginning at the Northeast corner of said subdivision; thence South along the East line thereof, to the Southeast corner of said subdivision; thence West along the South line thereof, 563 feet; thence North parallel to the West line of said subdivision, a distance of 251.4 feet, thence East parallel to the North line of said subdivision, a distance of 309.1 feet, thence North parallel to the West line of said subdivision; to the North line thereof; thence East along said North line to the point of beginning;
EXCEPT that portion thereof conveyed to the State of Washington for highway purposes by deed bearing Auditor's file No. 529564.

REEL #0622 FR 0804

EXHIBIT B TO ADDENDUM NO. 1 TO
RECIPROCAL EASEMENT AGREEMENT
DATED_____

The West half of the West half of the Northeast quarter of the Southeast quarter in Section 4, Township 25 North, Range 2 East, W.M., EXCEPT State Highway No. 305 (formerly State Highway No 21-A) AND EXCEPT State Highway No 2 and County Road, and EXCEPT that portion of the South 125 feet (as measured along the East line) lying Easterly of State Highway No. 21 and County Road, as conveyed to the State of Washington by deed bearing Auditor's file No. 377853;

Situated in Kitsap County, Washington.

REEL #: 0622 FR 0809

The specific details concerning all of which may be found on sheet 3 of that certain plan entitled SR 305 (SSH No. 21-A), Winslow to Agate Pass, now of record and on file in the office of the Secretary of Transportation at Olympia, Washington, bearing date of approval July 11, 1950.

The lands herein described are not required for State highway purposes and are conveyed pursuant to the provisions of Chapter 78, Laws of 1977, First Extraordinary Session.

Dated at Olympia, Washington, this 20th day of June, 1979.

STATE OF WASHINGTON

W. A. BUDLEY, Secretary of Transportation

APPROVED AS TO FORM:

By: Spencer W. Daniels
Assistant Attorney General

REVIEWED AS TO FORM:

By: John Hanley
KITSAP COUNTY

STATE OF WASHINGTON)
: ss
County of Thurston)

On this 20th day of June, 1979, before me personally appeared W. A. BUDLEY, known to me as the Secretary of Transportation, Washington State Department of Transportation, and executed the foregoing instrument, acknowledging said instrument to be the free and voluntary act and deed of the State of Washington, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.

Given under my hand and official seal the day and year last above written.

REEL 17 GFA 1137

Donald S. Gregoire
Notary Public in and for the State of Washington, residing at Olympia.

790625010 1

I.C. #3-1-02288