

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

Return Address:

William M. Phillips, Esq.
Taft Stettinius & Hollister LLP
200 Public Square, Suite 3500
Cleveland, OH 44114

COURTESY RECORDING ONLY...NO
LIABILITY FOR VALIDITY AND/OR
ACCURACY ASSUMED BY OLYMPIC
TITLE AND ESCROW COMPANY

SPECIAL WARRANTY DEED

Reference Number(s) of related document(s): n/a

Grantor: VWA – Bainbridge Island, LLC

Grantee: VWA – BI – Lots, LLC

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

Full legal on Exhibit A of this document.

Assessor's Tax Parcel ID Numbers:

232502-3-092-2001 and 232502-3-094-2009

FIRST AM
NW - 890232

VWA – Bainbridge Island, LLC, an Ohio limited liability company ("Grantor") for and in consideration of Ten Dollars and no/100 (\$10.00) and other valuable consideration, in hand paid, bargains, sells, and conveys to **VWA – BI – Lots, LLC**, an Ohio limited liability company ("Grantee"), the following described real estate, situated in Kitsap County, Washington:

See attached Exhibit A incorporated herein by this reference.

Subject to (i) liens of taxes and assessments, both general and special, not yet due and payable, and (ii) any and all reservations, restrictions, easements, conditions, encumbrances, and other matters of title and/or of survey.

The Grantor for itself and for its successors in interest does by these presents expressly limit the covenants of this deed to those herein expressed, and excludes all covenants arising or to arise by statutory or other implication, and does hereby covenant that against all persons whomsoever lawfully claiming or to claim by, through or under said Grantor and not otherwise, it will forever warrant and defend the said described real estate.

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KITSAP COUNTY TREASURER EXCISE

2018EX00977

Total: \$10.00

02/09/2018

Clerk's Initial

PL

DATED: January 3, 2018

GRANTOR:

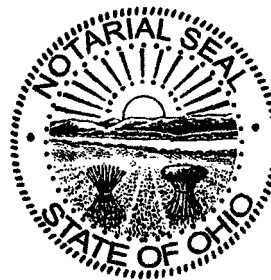
VWA - BAINBRIDGE ISLAND, LLC,
an Ohio limited liability companyBy: Dominic A. Visconsi, Jr.
Name: Dominic A. Visconsi, Jr.
Its: ManagerSTATE OF OHIO)
)
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared VWA of Bainbridge Island, LLC, an Ohio limited liability company, by Dominic A. Visconsi, Jr. its Manager who acknowledged that he did sign the foregoing instrument for and on behalf of said limited liability company, being thereunto duly authorized, and that the same is his free act and deed individually and as such manager and the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 3rd day of January, 2018.

Theresa M. Bales
Notary Public
My Commission Expires:

When Recorded Return To: SHAM
First American Title Insurance Company
National Commercial Services
1660 W. Second St, Ste 700
Cleveland, OH 44113
File No: NCS 890232-CLE



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

EXHIBIT A

LEGAL DESCRIPTION

Parcel #: 232502-3-092-2001

**1329 WINTERGREEN LN NE
BAINBRIDGE ISLAND, WA 98110**

RESULTANT PARCEL A OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NO. 201607270165, AND AS DEPICTED ON SURVEY RECORDED UNDER AUDITOR'S FILE NO. 201607270166, IN VOLUME 82 OF SURVEYS, PAGE 209, RECORDS OF KITSAP COUNTY, WASHINGTON, BEING A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SECTION 23, TOWNSHIP 25 NORTH, RANGE 2 EAST, W.M., CITY OF BAINBRIDGE ISLAND, IN KITSAP COUNTY, WASHINGTON; TOGETHER WITH AND SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

Parcel #: 232502-3-094-2009

**1332 WINTERGREEN LN NE
BAINBRIDGE ISLAND, WA 98110**

RESULTANT PARCEL D OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NO. 201607270165, AND AS DEPICTED ON SURVEY RECORDED UNDER AUDITOR'S FILE NO. 201607270166, IN VOLUME 82 OF SURVEYS, PAGE 209, RECORDS OF KITSAP COUNTY, WASHINGTON, BEING A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SECTION 23, TOWNSHIP 25 NORTH, RANGE 2 EAST, W.M., CITY OF BAINBRIDGE ISLAND, IN KITSAP COUNTY, WASHINGTON; TOGETHER WITH AND SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

WD Jan. 28, 54. (Matter 2ndry St. Hiwy 21A, Winslow 589328
Dec. 22, 53. \$10.00. to Rolling Bay)
Arnold A. Raber and Gertrude J. Raber, h&wf,
to State of Washington,
Hrby cvy & warr:

All that prtn of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of sec
23-25-2EWM; EXC the S 20 ft for Co.Rd. lyg Wly of a ln
pll with and 100 ft dist Ely, when measured radially
and/or at right angles from the centr ln survey of
2ndry St. Hiwy 21A, Winslow to Rolling Bay. ALSO all that
prtn of the above descdbd subdivision lyg Sly and/or Wly of
the folg descdbd ln; Baap 100 ft dist Ely when measured at
right angles from the centr ln of sd hiwy at Hiwy Engineer's
Sta 92+11.4; th S 82°59'30" E a dist of 296 ft m/1 to
a point 25 ft dist Nly when measured at ri angles from the
centr ln of the C.R. Line at Hiwy Engineer's Station CR 4+00;
th S 0°12'30" W to the Sly bdry of sd subdivision, EXC rds.
sit KCW.

exc area bg 2.71 A.
The lands bg cvyd hrin (Par 1)--sm as preceeding 589327--/ and
exc revised Sept. 9, 53.---

Par 2 and 3 sm as preceeding No. 589327.

EXCEPT the grantors hrin shll be given ri of reasonable
(Next pg)

access Ely from C.R.Highway Engineer's Station 1/60 as shown on sheet 4 of 6 sheets of the above mentioned map of definite location.

Accepted and approved Jan. 13, 54, by Frances M. Stocking R/w eng

Excn OK.

R/W D Jan. 28, 54. (2ndry St Hiwy 21A, Winslow to 589335
 Dec. 16, 53. \$10. Ovc. Rolling Bay)
 # Isami Nakao and Kazuko Nakao, h&wf,
 to State of Washington.
 Hrby cvy & Warr:

All that prtn of a tt of land to be hrinafter descdbd and
 designated as Parcel "A" lyg and bg Wly of a ln drawn p11
 with and 100 ft dist Ely when measured at right angles
 and/or radially from the centr ln survy of 2ndry St
 Hiwy No. 21, Winslow to Rolling Bay.

The hrinafter mentioned Parcel "A" is daf!
 The NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ and the N 20 ft
 of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, ALL IN SEC 23-25-2EWM.
 sit KCW.

The lands bg hrin cvyd contain a total area of 2.83 A m/1
 bal sm as preceeding No. 589335---EXC approval dt is
 Aug. 25, 53.---

Par 2 and 3 sm as preceeding No. 489327.

Accepted and Approved Dec. 30, 53. by Frank M. Stocking, R/W Eng
 EXCN OK.

EXCISE TAX EXEMPT

Parcel No. 9

MAY 19 1993

EASEMENT

JAMES K. FITZGERALD, hereinafter referred to as "GRANTOR", hereby grants unto THE CITY OF BAINBRIDGE ISLAND, hereinafter referred to as "GRANTEE", a perpetual right-of-way easement for sidewalk with the necessary appurtenances through, over and across the property described on Exhibits A and B, which property is situated in Kitsap County, Washington. This Easement is Granted For, and in Consideration of GRANTEE'S warrant that the entire area encumbered by this easement shall be considered in the calculation of lot coverage requirements for development or redevelopment of said property.

GRANTEE shall have the right, without prior institution of any suit or proceeding at law, at times as may be necessary, to enter upon said property, for the purpose of constructing, repairing, altering or reconstructing said sidewalk; provided that such constructing, repairing, altering or reconstructing of said sidewalk shall be accomplished in such a manner that the private improvements existing outside the sidewalk area in this right-of-way shall not be disturbed or destroyed, or in the event they are disturbed or destroyed, they will be replaced to a condition substantially equal to that immediately before the property was entered upon by the GRANTEE.

The GRANTOR shall retain the right to use said easement, so long as said use does not interfere with the installation and maintenance of the sidewalk and so long as the use does not interfere with use and purposes herein mentioned.

This easement shall be a covenant running with the land and shall be binding upon the successors, heirs and assigns of the GRANTOR hereto.

IN WITNESS WHEREOF, GRANTOR(S) HEREUNTO SET THEIR HAND, THIS 24 DAY OF

February, 1993.

GRANTOR:

KITSAP COUNTY
\$8.00 CHCK
FILED-BY: CITY OF BAINBRIDGE ISLAND
MAY 19, 1993, 1:02 PM
KAREN FLYNN, AUDITOR
CLERK: LAWRENCE

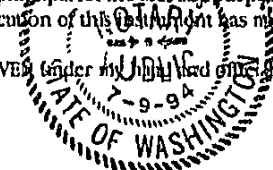
James K. Fitzgerald
JAMES K. FITZGERALD

A.F. #: 9305190189
REEL 0719 FR 0994

STATE OF WASHINGTON
County of Kitsap

On this 24th day of February, 1993, before me personally appeared James K. Fitzgerald to me known to be the individual who executed the foregoing instrument as Attorney in Fact for and acknowledged that James K. Fitzgerald is the same as James K. Fitzgerald free and voluntary act and deed as Attorney in Fact for said principal for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that said principal is now living and is not insane.

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



Lillian Shub
Notary Public in and for the State of Washington,
residing at Bainbridge Island

File # 90380 R
#9

EXHIBIT A

SIDEWALK EASEMENT

THAT portion of a parcel of property lying southerly of a line described as follows:

BEGINNING at a point which is 30 feet left of Engineering's station 19+33 according to Right of Way and Parcel Layout, sheet 2 of 34 sheets, High School Road, Madison Ave. to Ferncliff Ave., by Pac-Tech Engineering dated December 1991; thence to a point 35 feet left of station 19+33; thence to a point 35 feet left of station 19+62; thence to a point 30 feet left of station 19+62, being the POINT OF TERMINATION.

A. F. #: 9305190189
REEL 0719 FR 0995



BARBARA SMITH

ESMT

\$34.00

200309190195

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09/19/2003 12:39P

Kitsap Co, WA



JOHN S. TRACY

ESMT

\$34.00

200310030063

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10/03/2003 09:44A

Kitsap Co, WA

AFTER RECORDING, RETURN TO:

JOHN S. TRACY
THE LAW OFFICES OF
JOHN S. TRACY
2011 East 11th
Bremerton, WA 98310-0401

RECEIVED

OCT 2 2003

LAW OFFICES OF
JOHN S. TRACY

EXCISE TAX EXEMPT OCT 3 2003

EXCISE TAX EXEMPT SEP 19 2003

*re-record to correct page 14***VEHICULAR, PEDESTRIAN AND UTILITIES EASEMENT**

GRANTORS: Deschamps Partnership, L.P.
Kitsap Bank
The Stonecress L.L.C.

GRANTEES: Deschamps Partnership, L.P.
Kitsap Bank
The Stonecress L.L.C.

ABBREVIATED

LEGALS: Lot B, Short Plat No. 3083, AFN 8309070094
SE, SW, Section 23, Township 25 North, Range 2 East, W.M.

ASSESSOR'S TAX

PARCEL NUMBERS: 232502-3-043-2001
232502-3-028-2000
232502-3-031-2005

This VEHICULAR, PEDESTRIAN AND UTILITIES EASEMENT agreement

(hereinafter Easement) is dated the 2nd day of September, 2003, and is among Deschamps

Partnership, L.P., Kitsap Bank and The Stonecress L.L.C., all herein referred to as "Grantors", and the same entities, all herein referred to as "Grantees".

The parcel benefited by this Easement and belonging to Deschamps Partnership, L.P. is legally described in Exhibit 1. The parcel benefited by this Easement and belonging to Kitsap Bank is legally described in Exhibit 2. The parcel benefited by this Easement and belonging to The Stonecress L.L.C. is legally described in Exhibit 3.

The Easement described herein is for the use of the Grantees, their heirs, successors and assigns, and their customers, employees, and invitees.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors hereby convey and warrant to Grantees the following perpetual easement:

A fifty foot vehicular and pedestrian access for ingress and egress and for utility access, over, under, across and upon that portion of Grantors' property, legally described as follows:

A 50.00 foot wide strip of land situate in the Southeast quarter of the Southwest quarter of Section 23, Township 25 North, Range 2 East, W.M., City of Bainbridge Island, Kitsap County, Washington, the centerline of which is defined as the South 331.00 feet of the West line of the East 15.00 feet of the Southwest quarter of the Southeast quarter of the Southwest quarter of said Section 23.

EXCEPT any portion lying within the right of way of NE High School Road.

Said easement is presented graphically in Exhibit 4 attached.

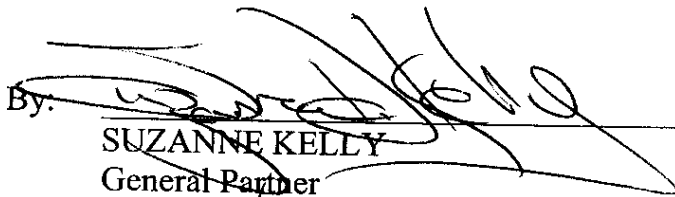


This Easement and the rights and obligations herein shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors and assigns.

DATED the 2nd day of September, 2003.

GRANTORS:

DESCHAMPS PARTNERSHIP, L.P.

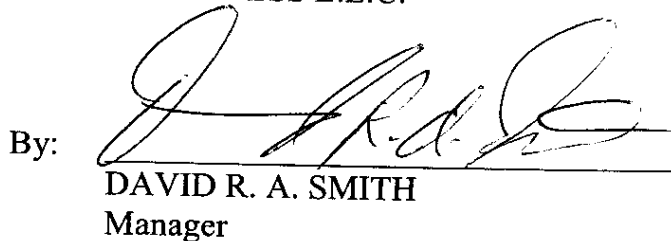
By: 
SUZANNE KELLY
General Partner

By: 
ROBERT O. DESCHAMPS
Limited Partner

KITSAP BANK

By: 
JAMES E. CARMICHAEL
President

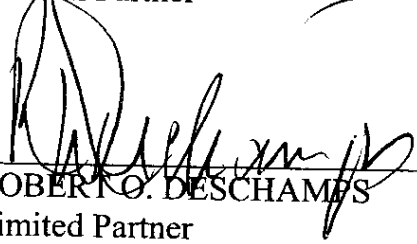
THE STONECRESS L.L.C.

By: 
DAVID R. A. SMITH
Manager

GRANTEES:

DESCHAMPS PARTNERSHIP, L.P.

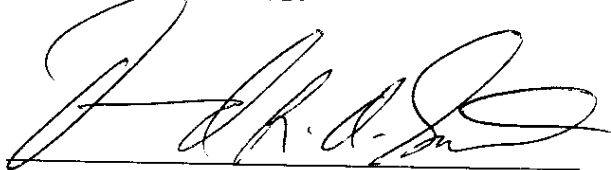
By: 
SUZANNE KELLY
General Partner

By: 
ROBERTO O. DESCHAMPS
Limited Partner

KITSAP BANK

By: 
JAMES E. CARMICHAEL
President

THE STONECRESS L.L.C.

By: 
DAVID R. A. SMITH
Manager



JOHN S. TRACY

ESMT \$34.00

200310030063

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Kitsap Co, WA



BARBARA SMITH

ESMT \$34.00

200309190195

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09/19/2003 12:39P

Kitsap Co, WA

Lender Consent to Vehicular, Pedestrian and Utility Easement

The undersigned lender, Kitsap Bank, does hereby acknowledge and consent to the granting of this Vehicular, Pedestrian and Utilities Easement.

KITSAP BANK

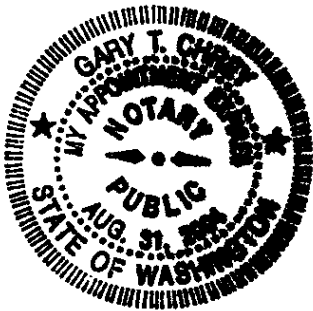
By:

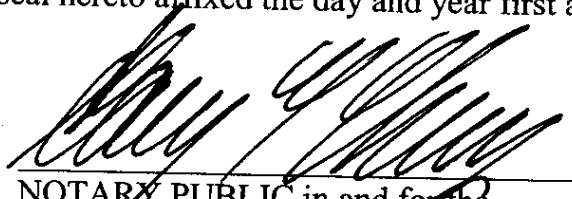

JAMES E. CARMICHAEL
President

STATE OF WASHINGTON)
 : ss.
COUNTY OF KITSAP)

On this 2ND day of SEPTEMBER, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared James E. Carmichael, to me known to be the President of Kitsap Bank, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

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




NOTARY PUBLIC in and for the
State of Washington, residing

at FORT OCEANO, WA.

My Commission Expires: AUG. 31, 2004.

200310030063
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ESMT \$34.00 Kitsap Co, WA
JOHN S TRACY



Lender Consent to Vehicular, Pedestrian and Utility Easement


The undersigned lender, Michael A. Patterson and Emma O. Patterson, husband and wife, and David L. Martin and Janet L. Martin, husband and wife, do hereby acknowledge and consent to the granting of this Vehicular, Pedestrian and Utilities Easement.



MICHAEL A. PATTERSON


EMMA O. PATTERSON


DAVID L. MARTIN


JANET L. MARTIN

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JOHN S TRACY ESMT \$34.00 Kitsap Co, WA

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BARBARA SMITH ESMT \$34.00 Kitsap Co, WA

STATE OF WASHINGTON)
)
) : SS.
COUNTY OF King)

I certify that I know or have satisfactory evidence that Michael A. Patterson is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his own free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 14th day of September 2003.

Trudi L. Wright
NOTARY PUBLIC in and for the State

of Washington, residing at Mercer Island

My Commission Expires: 10/31/05
TRUDI L. WRIGHT

STATE OF WASHINGTON)
)
) : SS.
COUNTY OF King)

I certify that I know or have satisfactory evidence that Emma O. Patterson is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her own free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 14th day of September 2003.

Trudi L. Wright
NOTARY PUBLIC in and for the State

of Washington, residing at Mercer Island

My Commission Expires: 10/31/05
TRUDI L. WRIGHT



STATE OF WASHINGTON)
)
COUNTY OF King) : SS.

I certify that I know or have satisfactory evidence that David L. Martin is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his own free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 14th day of September 2003.



Trudi L. Wright
NOTARY PUBLIC in and for the State

of Washington, residing at Mercer Island

My Commission Expires: 10/31/05
TRUDI L. WRIGHT

STATE OF WASHINGTON)
)
COUNTY OF King) : SS.

I certify that I know or have satisfactory evidence that Janet L. Martin is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her own free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 14th day of September 2003.



Trudi L. Wright
NOTARY PUBLIC in and for the State

of Washington, residing at Mercer Island

My Commission Expires: 10/31/05
TRUDI L. WRIGHT

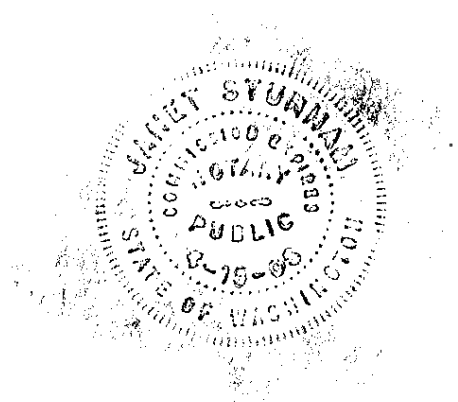
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ESMT \$34.00 Kitsap Co, WA
JOHN S TRACY



STATE OF WASHINGTON)
 : SS.
COUNTY OF KITSAP)

On this 18th day of September, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Suzanne Kelly, to me known to be a General Partner of Deschamps Partnership, L.P., the partnership that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute the said instrument.

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



Janet Sturham
NOTARY PUBLIC in and for the
State of Washington, residing
at Bainbridge Island
My Commission Expires: 4/15/05

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JOHN S TRACY ESMT \$34.00 Kitsap Co, WA

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BARBARA SMITH ESMT \$34.00 Kitsap Co, WA

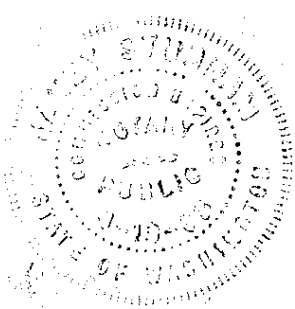
STATE OF WASHINGTON)

: ss.

COUNTY OF KITSAP)

On this 17th day of September, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Robert O. Deschamps, to me known to be a Limited Partner of Deschamps Partnership, L.P., the partnership that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

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



Janet Sturham
NOTARY PUBLIC in and for the
State of Washington, residing
at Bainbridge Island
My Commission Expires: 4/15/05



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Kitsap Co, WA

JOHN S TRACY

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Kitsap Co, WA

BARBARA SMITH

ESMT

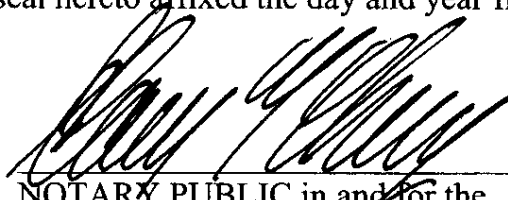
\$34.00

WASHINGTON)
 : SS.
 KITSAP)

On this 2ND day of SEPTEMBER, 2003, before me, the
Notary Public in and for the State of Washington, duly commissioned and
sworn, personally appeared James E. Carmichael, to me known to be the President of
[redacted], the corporation that executed the foregoing instrument, and acknowledged
the said instrument to be the free and voluntary act and deed of said corporation, for the
uses and purposes therein mentioned, and on oath stated that he was authorized to
execute the said instrument.

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




NOTARY PUBLIC in and for the
State of Washington, residing

at FOOT OCHARD, WA.

My Commission Expires: AUG. 31, 2004.



JOHN S. TRACY

ESMT \$34.00 Kitsap Co, WA

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BARBARA SMITH

ESMT \$34.00 Kitsap Co, WA

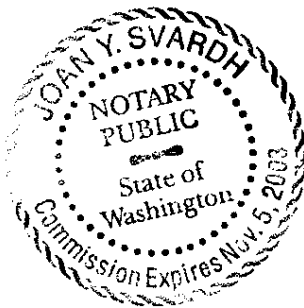
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STATE OF WASHINGTON)
 : ss.
COUNTY OF KITSAP)

On this 16 day of September, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared David R. A. Smith, to me known to be the Manager of The Stonecress L.L.C., the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

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



Joan Y. Svardh
NOTARY PUBLIC in and for the
State of Washington, residing

at Indonola

My Commission Expires: 11-5-03

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JOHN S TRACY ESMT \$34.00 Kitsap Co, WA

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BARBARA SMITH ESMT \$34.00 Kitsap Co, WA

EXHIBIT 1

June 30, 2003

THE DESCHAMPS PARTNERSHIP, L.P.
Assessor's Account No. 232502-3-043-2001

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

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



JOHN S TRACY

200310030063

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ESMT \$34.00 Kitsap Co. WA



Page

BARBARA SMITH

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ESMT \$34.00 Kitsap Co. WA

EXHIBIT 2

June 30, 2003

KITSAP BANK

Assessor's Account No. 232502-3-028-2000

Parcel 1

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

Beginning at the Southeast corner of the Southwest quarter of the Southeast quarter of the Southwest quarter;
Thence West 30 feet to the True Point of Beginning;
Thence West 100 feet;
Thence North 300 feet;
Thence East 100 feet;
Thence South 300 feet to the True Point of Beginning.

EXCEPT the South 33 feet for road.

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

Parcel 2

Beginning at the Southeast corner of the Southwest quarter of the Southeast quarter of the Southwest quarter of said Section 23;
Thence West 130 feet to the True Point of Beginning;
Thence North 300 feet;
Thence West 100 feet;
Thence South 300 feet;
Thence East 100 feet to the True Point of Beginning.

EXCEPT the South 33 feet for road.

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



JOHN S TRACY

ESMT

\$34.00

Kitsap Co, WA

200310030063

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EXHIBIT 3

June 30, 2003


STONECRESS L.L.C.

Assessor's Account No. 232502-3-031-2005

The Southeast quarter of the Southeast quarter of the Southwest quarter of Section 23,
Township 25 North, Range 2 East, W.M., in Kitsap County, Washington;

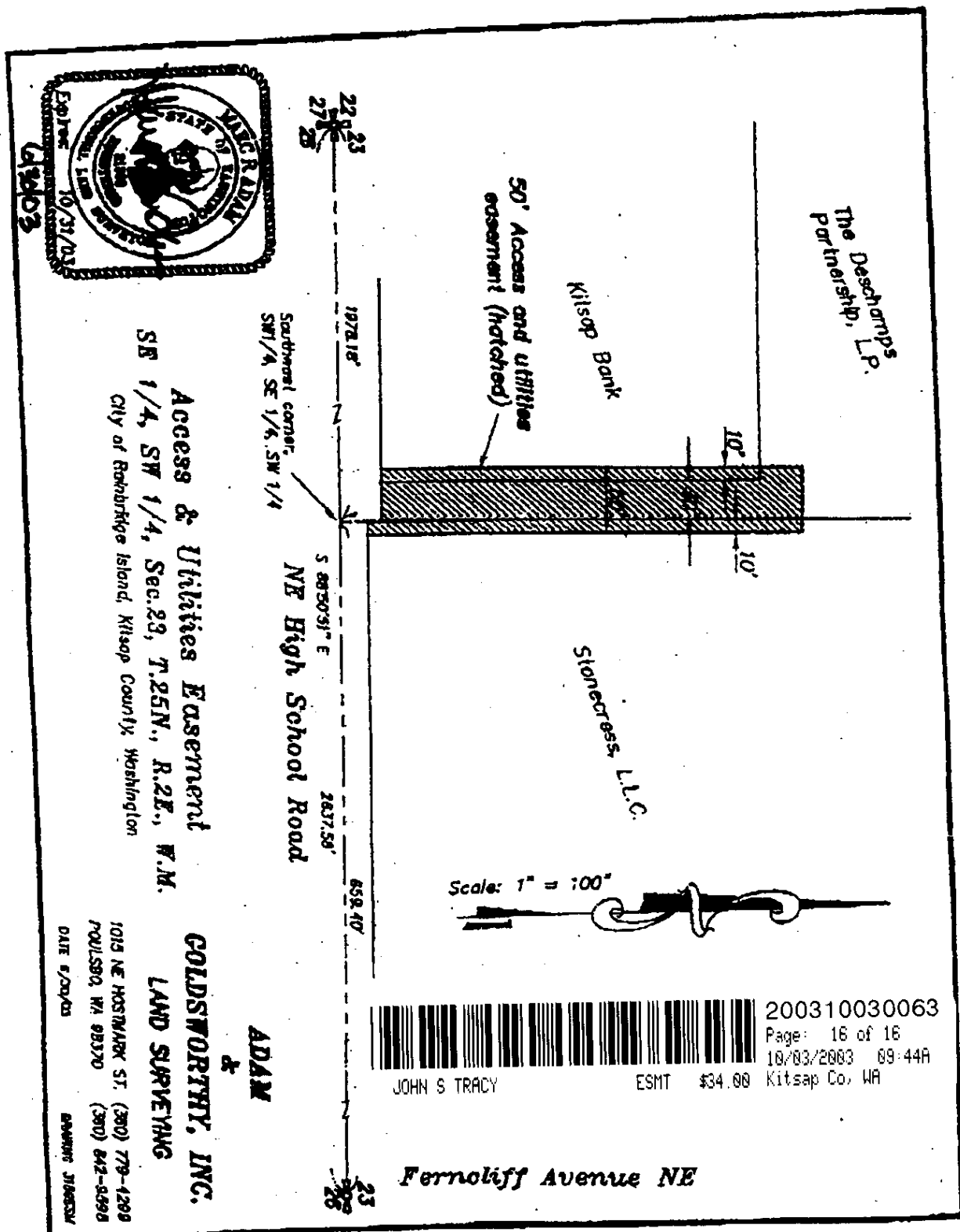
EXCEPT portion conveyed under Auditor's File No. 166068 for road.

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

 200310030063
Page: 15 of 16
10/03/2003 09:44A
JOHN S TRACY ESMT \$34.00 Kitsap Co, WA

20350-608, saf
Vehicular Pedestrian Utility Easement.doc
Rev. 9-2-03

Page 1  200309190195
Page: 15 of 16
09/19/2003 12:39P
BARBARA SMITH ESMT \$34.00 Kitsap Co, WA

EXHIBIT 4

BARBARA SMITH



ESMT \$34.00

200309190195

Page: 16 of 16

09/19/2003 12:39P

Kitsap Co, WA

AFTER RECORDING MAIL TO:

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

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

1. @ Amendment and Termination of Easement Rights

Reference Number(s) of Documents assigned or released:

@ Auditor's File # 1066795 & 577761, Vol. 569, Page 335

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

1. Kitsap Bank

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

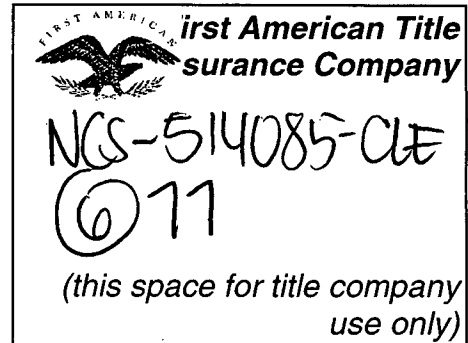
1. @

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)

@ Ptns Sec 23, 25N, 02E, WM, SW qtr
Lots A & B, SP 3083, AFN 8309070094

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

@ APN: 232502-3-036-2000, 232502-3-026-2002, 232502-3-043-2001, 232502-3-030-2006, 232502-3-027-2001



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

AMENDMENT AND TERMINATION OF EASEMENT RIGHTS

THIS AMENDMENT AND TERMINATION OF EASEMENT RIGHTS is made as of this 26TH day of SEPTEMBER, 2014 by KITSAP BANK, a Washington corporation ("Kitsap Bank").

RECITALS

A. Kitsap Bank owns that certain real property located in the City of Bainbridge Island, County of Kitsap, State of Washington as described in Exhibit A attached hereto and made a part hereof (the "Kitsap Bank Property").

B. The Kitsap Bank Property is presently subject to and benefited by each of (i) the Warranty Fulfillment Deed recorded at Auditor's File No. 1066795 of the Kitsap County Recorder's Office (the "Access Easement") and (ii) the Easement recorded at Auditor's File No. 577761 (the "Water Easement").

C. In connection with the development by VWA-Bainbridge Island, LLC ("VWA") of the property located adjacent to the Kitsap Bank Property, as described in Exhibit B attached hereto and made a part hereof (the "VWA Property"), (i) VWA is required to remove the existing improvements which are the subject of the Water Easement and which are located on the VWA Property, which existing improvements are no longer used by Kitsap Bank, and (ii) VWA is required to cause all access on Polly Lane, which is the subject of the Access Easement, to travel one way only, in a southbound direction.

D. Kitsap Bank desires to execute and record this instrument to both (i) terminate the Water Easement and (ii) amend the Access Easement in accordance with the required changes by VWA to Polly Lane.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Kitsap Bank hereby confirms the following:

1. The Water Easement is hereby terminated and shall be of no further force or effect.

2. The Access Easement is hereby amended so that access by Kitsap Bank to Polly Lane through the Access Easement shall be one way only, in a south bound direction, in accordance with the changes and/or modifications to be made by VWA to Polly Lane.

3. VWA (and any successor owner of the VWA Property) shall be solely responsible for, and shall save, defend, indemnify and hold Kitsap Bank harmless from, all costs, fees, expenses and liabilities arising from or associated with:

(a) causing the Water Easement to be terminated and discharged from the public records;

(b) all work required to decommission the water well that is the subject of the Water Easement (including associated appurtenances and pipelines);

(c) any modifications, changes, and/or improvements that may be made by VWA (and/or any such successor owner) and/or required to be made by the City of Bainbridge Island to Polly Lane; and

(d) all costs in connection with the recordation of this instrument.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the date set forth above.

KITSAP BANK

By: 

Name: LARRY GROWN SVP Kitsap Bank
Title: SVP, KITSAP BANK

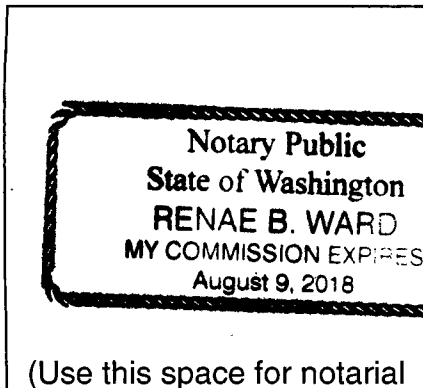
STATE OF WASHINGTON)

COUNTY OF Kitsap)

ss.

I certify that I know or have satisfactory evidence that Larry Brink is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated he/she was authorized to execute the instrument and acknowledged it as the SVP of Kitsap Bank to be the free and voluntary act for the uses and purposes stated therein.

Dated 9-26, 2014.



Renae Ward
Name: Renae Ward
NOTARY PUBLIC, State of Washington
My appointment expires 8-9-2018

EXHIBIT A

Situated in the County of Kitsap, State of Washington:

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

Beginning at the Southeast corner of the Southwest quarter of the Southeast quarter of the Southwest quarter; thence west 30 feet to the point of beginning; thence West 100 feet; thence North 300 feet; thence East 100 feet; thence South 300 feet to the True Point of Beginning; EXCEPT the South 30 feet for County Road;

AND

Situated in the County of Kitsap, State of Washington:

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

Beginning at the Southeast corner of the Southwest quarter of said Southeast quarter of the Southwest quarter; thence running West 130 feet to the true point of beginning; thence North 300 feet; thence West 100 feet; thence South 300 feet; thence East 100 feet to the True Point of Beginning; less the South 20 feet for County Road;

Less and except that portion of the property conveyed to the City of Bainbridge Island on February 28, 1998, as Document No. 3070216 of Kitsap County Records.

EXHIBIT B**LEGAL DESCRIPTION OF VWA PROPERTY**

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

Beginning at the South quarter corner of said Section 23;
 Thence along the South line of said Section 23, North 88°50'51" West 659.40 feet to the Southeast corner of the Southwest quarter of the Southeast quarter of the Southwest quarter of said Section 23;
 Thence leaving said South line and along the East line of the West one-half of the Southeast quarter of the Southwest quarter of said Section 23, North 01°15'35" East 30.00 feet to the North right of way of NE High School Road and the True Point of Beginning;
 Thence continuing along said East line, North 01°15'35" East 847.93 feet to the South line of the North 443.92 feet of said Northwest quarter of the Southeast quarter of the Southwest quarter;
 Thence along said North line, North 88°47'19" West 470.22 feet to the East right of way of State Highway 305;
 Thence Southerly along said right of way on a 2964.79 foot radius curve to the right, the center of which bears South 88°58'19" West through a central angle of 06°26'05", an arc distance of 332.97 feet;
 Thence continuing Southerly on said right of way on a decreasing offset spiral curve to the right, a resultant spiral chord of South 06°12'12" West 122.09 feet;
 Thence continuing on said right of way, South 06°36'24" West 365.71 feet to the said North right of way of NE High School Road;
 Thence along said North right of way, South 82°03'16" East 206.62 feet;
 Thence continuing along said North right of way, North 01°15'35" East 0.44 feet;
 Thence continuing along said North right of way, South 88°50'51" East 85.00 feet;
 Thence leaving said North right of way, North 01°15'35" East 264.00 feet;
 Thence South 88°50'51" East 200.00 feet;
 Thence South 01°15'35" West 270.00 feet to the said North right of way;
 Thence along said North right of way, South 88°50'51" East 30.00 feet to the True Point of Beginning.

AFTER RECORDING MAIL TO:

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

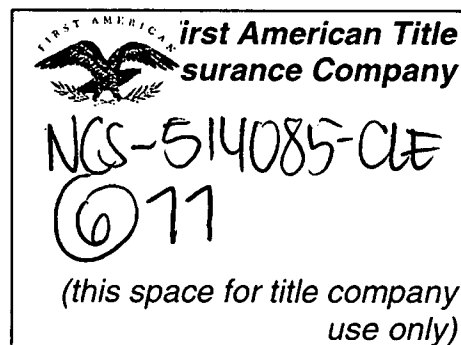
Document Title(s): (or transactions contained herein)

1. @ **Amendment and Termination of Easement Rights**

Reference Number(s) of Documents assigned or released:

200309190195, ★
200310030063

@ Auditor's File # ~~1066795~~ & 577761, Vol. 569, Page 335



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

1. Kitsap Bank

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

1. @

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)

@ Ptns Sec 23, 25N, 02E, WM, SW qtr
Lots A & B, SP 3083, AFN 8309070094

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

@ APN: 232502-3-036-2000, 232502-3-026-2002, 232502-3-043-2001, 232502-3-030-2006, 232502-3-027-2001

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

★ To be Re-Recorded To Correct The Reference To
The Access EASEMENT SET FORTH ON PAGE 2.

FIRST AMERICAN TITLE NCS - SEATTLE 201410090109

Termination Of Easment Rec Fee: \$149.00

10/09/2014 02:05:31 PM Page 1 of 6

Walter Washington, Kitsap County Auditor

AFTER RECORDING MAIL TO:

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

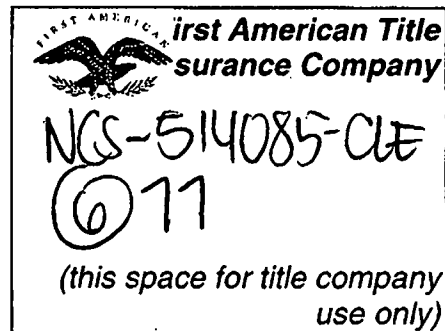
Document Title(s): (or transactions contained herein)

1. @ Amendment and Termination of Easement Rights

Reference Number(s) of Documents assigned or released:

200309140195,
200310030063*

@ Auditor's File # 1066795 & 577761, Vol. 569, Page 335



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

1. Kitsap Bank

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

1. @

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)

@ Ptns Sec 23, 25N, 02E, WM, SW qtr
Lots A & B, SP 3083, AFN 8309070094

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

@ APN: 232502-3-036-2000, 232502-3-026-2002, 232502-3-043-2001, 232502-3-030-2006, 232502-3-027-2001

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

* TO be Re-RECORDED TO CORRECT THE REFERENCE TO THE ACCESS EASEMENT SET FORTH ON PAGE 2.

AMENDMENT AND TERMINATION OF EASEMENT RIGHTS

THIS AMENDMENT AND TERMINATION OF EASEMENT RIGHTS is made as of this 31ST day of SEPTEMBER, 2014 by KITSAP BANK, a Washington corporation ("Kitsap Bank").

RECITALS

A. Kitsap Bank owns that certain real property located in the City of Bainbridge Island, County of Kitsap, State of Washington as described in Exhibit A attached hereto and made a part hereof (the "Kitsap Bank Property").

B. The Kitsap Bank Property is presently subject to and benefited by each of (i) ~~the Warranty Fulfillment Deed recorded at Auditor's File No. 1066798~~ of the Kitsap County Recorder's Office (the "Access Easement") and (ii) the Easement recorded at Auditor's File No. 577761 (the "Water Easement").

C. In connection with the development by VWA-Bainbridge Island, LLC ("VWA") of the property located adjacent to the Kitsap Bank Property, as described in Exhibit B attached hereto and made a part hereof (the "VWA Property"), (i) VWA is required to remove the existing improvements which are the subject of the Water Easement and which are located on the VWA Property, which existing improvements are no longer used by Kitsap Bank, and (ii) VWA is required to cause all access on Polly Lane, which is the subject of the Access Easement, to travel one way only, in a southbound direction.

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Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Kitsap Bank hereby confirms the following:

1. The Water Easement is hereby terminated and shall be of no further force or effect.

* VEHICULAR PEDESTRIAN AND UTILITIES EASEMENT
RECORDED AT AUDITOR'S FILE NO. 200309190195
& Re-RECORDED AT 200310030063.

2. The Access Easement is hereby amended so that access by Kitsap Bank to Polly Lane through the Access Easement shall be one way only, in a south bound direction, in accordance with the changes and/or modifications to be made by VWA to Polly Lane.

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(d) all costs in connection with the recordation of this instrument.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the date set forth above.

KITSAP BANK

By: 

Name: LARRY GROHN SVP Kitsap Bank
Title: SVP, KITSAP BANK

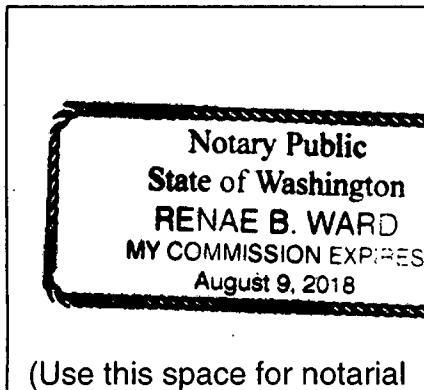
STATE OF WASHINGTON)

COUNTY OF Kitsap)

ss.

I certify that I know or have satisfactory evidence that Larry Brink is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated he/she was authorized to execute the instrument and acknowledged it as the SVP of Kitsap Bank to be the free and voluntary act for the uses and purposes stated therein.

Dated 9-26, 2014.



Renae Ward
Name: Renae Ward
NOTARY PUBLIC, State of Washington
My appointment expires 8-9-2018

EXHIBIT A

Situated in the County of Kitsap, State of Washington:

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Less and except that portion of the property conveyed to the City of Bainbridge Island on February 28, 1998, as Document No. 3070216 of Kitsap County Records.

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 Thence leaving said South line and along the East line of the West one-half of the Southeast quarter of the Southwest quarter of said Section 23, North 01°15'35" East 30.00 feet to the North right of way of NE High School Road and the True Point of Beginning;
 Thence continuing along said East line, North 01°15'35" East 847.93 feet to the South line of the North 443.92 feet of said Northwest quarter of the Southeast quarter of the Southwest quarter;
 Thence along said North line, North 88°47'19" West 470.22 feet to the East right of way of State Highway 305;
 Thence Southerly along said right of way on a 2964.79 foot radius curve to the right, the center of which bears South 88°58'19" West through a central angle of 06°26'05", an arc distance of 332.97 feet;
 Thence continuing Southerly on said right of way on a decreasing offset spiral curve to the right, a resultant spiral chord of South 06°12'12" West 122.09 feet;
 Thence continuing on said right of way, South 06°36'24" West 365.71 feet to the said North right of way of NE High School Road;
 Thence along said North right of way, South 82°03'16" East 206.62 feet;
 Thence continuing along said North right of way, North 01°15'35" East 0.44 feet;
 Thence continuing along said North right of way, South 88°50'51" East 85.00 feet;
 Thence leaving said North right of way, North 01°15'35" East 264.00 feet;
 Thence South 88°50'51" East 200.00 feet;
 Thence South 01°15'35" West 270.00 feet to the said North right of way;
 Thence along said North right of way, South 88°50'51" East 30.00 feet to the True Point of Beginning.



BARBARA SMITH

MAINT \$39.00

200309190196

Page: 1 of 21

09/19/2003 12:39P

Kitsap Co, WA



JOHN S. TRACY

ESMT

\$39.00

200310030062

Page: 1 of 21

10/03/2003 09:44A

Kitsap Co, WA

AFTER RECORDING, RETURN TO:

JOHN S. TRACY
THE LAW OFFICES OF
JOHN S. TRACY
2011 11th
Bremerton, WA 98310-0401

EXCISE TAX EXEMPT UCI 3 2003

EXCISE TAX EXEMPT SEP 19 2003

re-record to correct page 16

ROAD, SIDEWALK AND PLANTER STRIP AREA COST AND MAINTENANCE AGREEMENT

AUDITOR'S NOTE
LEGIBILITY FOR RECORDING AND COPYING
UNSATISFACTORY IN A PORTION OF THIS
INSTRUMENT WHEN RECEIVED.

GRANTORS: Deschamps Partnership, L.P.
Kitsap Bank
The Stonecress L.L.C.

GRANTEES: Deschamps Partnership, L.P.
Kitsap Bank
The Stonecress L.L.C.

ABBREVIATED

LEGALS: Lot B, Short Plat No. 3083, AFN 8309070094
SE, SW, Section 23, Township 25 North, Range 2 East, W.M.

ASSESSOR'S TAX

PARCEL NUMBERS: 232502-3-043-2001
232502-3-028-2000
232502-3-031-2005

THE PARTIES TO THIS AGREEMENT, Deschamps Partnership, L.P., Kitsap

Bank and The Stonecress L.L.C. agree as follows:

WHEREAS, The parties hereto are the owners of or have an interest in certain parcels of real estate located in Bainbridge Island, Kitsap County, Washington; and

WHEREAS, Access for ingress, egress and utilities to each of said parcels of property is over, under, across and upon a common maintained paved road easement; and

WHEREAS, Each party hereto on behalf of itself and its successors, heirs and assigns wishes to contract for the establishment and maintenance of the Vehicular, Pedestrian and Utilities Easement recorded contemporaneously herewith (hereinafter Easement); and

WHEREAS, The purpose of contracting and sharing the use of said road is for ingress and egress and for utility access for their respective properties.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The parcel benefited by the Easement and belonging to Deschamps Partnership, L.P. is legally described in Exhibit 1. The parcel benefited by the Easement and belonging to Kitsap Bank is legally described in Exhibit 2. The parcel benefited by the Easement and belonging to The Stonecress L.L.C. is legally described in Exhibit 3. Said Easement is presented graphically in Exhibit 4 attached.

2. The road will be constructed in accordance with the City of Bainbridge Island (COBI) street standard, "Residential Urban", drawing 7-050 dated April 18, 1997 attached hereto as Exhibit 5.



3. The 50.00 foot wide 331.00 foot long strip of land, for which the parties hereto have previously granted to each other mutual easements, will consist of a 30 foot road corridor at its center and 10 foot sidewalks and planter areas on the road's western and eastern sides, with the following conditions:

A. The road, sidewalks, and planter strips totaling 50 feet are located on the respective properties as shown in Exhibit 6 attached hereto.

B. The road will be a private road. The Deschamps Partnership, L.P. will maintain the road and curbs. Kitsap Bank will maintain the sidewalk and planter strip which occupies the western 10 feet of the Easement. The Stonecress L.L.C. will maintain the sidewalk and planter strips which occupy the eastern 10 feet of the Easement. (Exhibit 7 attached hereto.) Boulders will be placed at the north end of the Easement by The Stonecress L.L.C.

C. The Deschamps Partnership, L.P. may dedicate the shared road to the COBI at its discretion, which would include the entire 30 foot "roadway". Kitsap Bank and The Stonecress L.L.C. agree that their respective 10 foot easements adjacent to the roadway can also be dedicated by them at some future time to COBI as part of the roadway.

4. The costs to construct the shared road, sidewalk, and planter strips are allocated as follows: The Deschamps Partnership, L.P. shall pay \$20,900.00 for its share of said costs. Kitsap Bank shall pay \$12,000.00 for its share of said costs. The Stonecress L.L.C. shall pay the remaining costs associated herewith.



5. This agreement may be assigned by The Stonecress L.L.C. to another entity.

6. In the event the owners of the properties affected hereby should by the use of the road cause it to be subjected to other than reasonable wear and tear and should such road be damaged by such use, the party subjecting the road to such extraordinary use shall have an obligation to repair such damage upon demand by any property owner affected hereby and to restore said road to the condition existent prior to such use and all expenses therefore shall be borne by the party who subjected the road to other than reasonable wear and tear. The parties understand that the road is intended to benefit and be utilized by the entire property holdings of the Deschamps Partnership, L.P. at the subject location.

7. The rights and obligations set forth herein shall inure to and be binding upon the heirs, successors and assigns of the parties hereto and shall constitute a covenant running with the parcels of said real estate affected hereby.

DATED the 2nd day of September, 2003.

GRANTORS:

DESCHAMPS PARTNERSHIP, L.P.

By:


SUZANNE KELLY
General Partner



JOHN S. TRACY

ESMT

\$39.00

200310030062

Page: 4 of 21

10/03/2003 09:44A

Kitsap Co, WA

Page:



BARBARA SMITH

MAINT

\$39.00


Kitsap Co, WA

200309190196

Page: 4 of 21

09/19/2003 12:39P

By:


ROBERT O. DESCHAMPS
Limited Partner

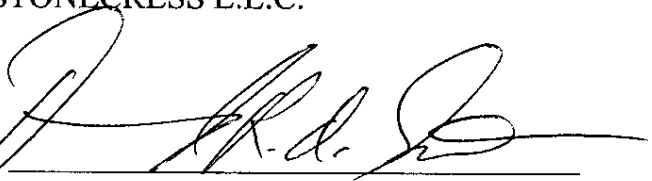
KITSAP BANK

By:


JAMES E. CARMICHAEL
President

THE STONECRESS L.L.C.


By:


DAVID R. A. SMITH
Manager

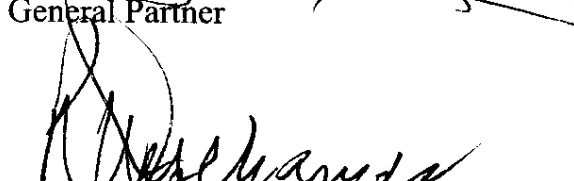
GRANTEES:

DESCHAMPS PARTNERSHIP, L.P.

By:


SUZANNE KELLY
General Partner

By:


ROBERT O. DESCHAMPS
Limited Partner



JOHN S TRACY

ESMT

\$39.00

200310030062

Page: 5 of 21

10/03/2003 09:44A

Kitsap Co, WA

Pag



BARBARA SMITH

MAINT

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Page: 5 of 21

09/19/2003 12:39P

Kitsap Co, WA

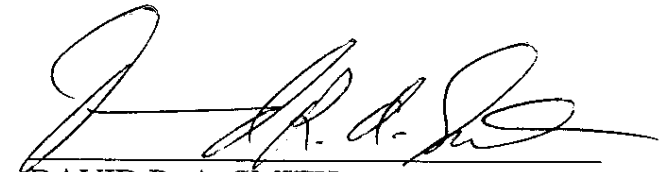
KITSAP BANK

By:


JAMES E. CARMICHAEL
President

THE STONECRESS L.L.C.

By:


DAVID R. A. SMITH
Manager



JOHN S. TRACY

ESMT \$39.00

200310030062

Page: 6 of 21
10/03/2003 09:44A

Kitsap Co, WA

Page:



BARBARA SMITH

MAINT \$39.00

200309190196


Page: 6 of 21
09/19/2003 12:39P

Kitsap Co, WA

Lender Consent to Agreement

The undersigned lender, Kitsap Bank, does hereby acknowledge and consent to this Road, Sidewalk and Planter Strip Area Cost and Maintenance Agreement.

KITSAP BANK

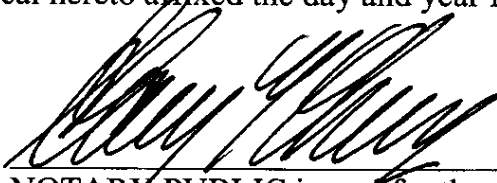
By: 
JAMES E. CARMICHAEL
President

STATE OF WASHINGTON)
 : ss.
COUNTY OF KITSAP)

On this 2ND day of SEPTEMBER, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared James E. Carmichael, to me known to be the President of Kitsap Bank, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

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




NOTARY PUBLIC in and for the
State of Washington, residing
at FOET BECHARD, WA.

My Commission Expires: AUG. 31, 2004.

Lender Consent to Agreement

The undersigned lender, Michael A. Patterson and Emma O. Patterson, husband and wife, and David L. Martin and Janet L. Martin, husband and wife, do hereby acknowledge and consent to this Road, Sidewalk and Planter Strip Area Cost and Maintenance Agreement.


MICHAEL A. PATTERSON


EMMA O. PATTERSON


DAVID L. MARTIN


JANET L. MARTIN

 200310030062
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10/03/2003 09:44A
JOHN S TRACY ESMT \$39.00 Kitsap Co, WA

 200309190196
Page: 8 of 21
09/19/2003 12:39P
BARBARA SMITH MAINT \$39.00 Kitsap Co, WA

STATE OF WASHINGTON)
 : SS.
COUNTY OF King)

I certify that I know or have satisfactory evidence that Michael A. Patterson is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his own free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 14th day of September, 2003.



Trudi L. Wright
NOTARY PUBLIC in and for the State

of Washington, residing at Meen Island

My Commission Expires: 10/31/05
TRUDI L. WRIGHT

STATE OF WASHINGTON)
 : SS.
COUNTY OF King)

I certify that I know or have satisfactory evidence that Emma O. Patterson is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her own free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 14th day of September, 2003.



Trudi L. Wright
NOTARY PUBLIC in and for the State

of Washington, residing at Meen Island

My Commission Expires: 10/31/05
TRUDI L. WRIGHT

200310030062
Page: 9 of 21
10/03/2003 09:44A
ESMT \$39.00 Kitsap Co. WA
JOHN S. TRACY

STATE OF WASHINGTON)
)
COUNTY OF King) : SS.

I certify that I know or have satisfactory evidence that David L. Martin is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his own free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 14th day of September, 2003.

Trudi L. Wright
NOTARY PUBLIC in and for the State

of Washington, residing at Mercer Island

My Commission Expires: 10/31/03
TRUDI L. WRIGHT

STATE OF WASHINGTON)
)
COUNTY OF King) : SS.

I certify that I know or have satisfactory evidence that Janet L. Martin is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her own free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 14th day of September, 2003.

Trudi L. Wright
NOTARY PUBLIC in and for the State

of Washington, residing at Mercer Island

My Commission Expires: 10/31/03
TRUDI L. WRIGHT



200310030062

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10/03/2003 09:44A

Kitsap Co, WA

ESMT \$39.00

JOHN S TRACY

STATE OF WASHINGTON)
 : ss.
COUNTY OF KITSAP)

On this 18th day of September, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Suzanne Kelly, to me known to be a General Partner of Deschamps Partnership, L.P., the partnership that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute the said instrument.

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



Janet Sturham
NOTARY PUBLIC in and for the
State of Washington, residing
at Bainbridge Island
My Commission Expires: 4/15/05

STATE OF WASHINGTON)

: ss.

COUNTY OF KITSAP)

On this 17th day of September, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Robert O. Deschamps, to me known to be a Limited Partner of Deschamps Partnership, L.P., the partnership that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

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



Janet Sturham
NOTARY PUBLIC in and for the
State of Washington, residing
at Bainbridge Island
My Commission Expires: 4/15/05



JOHN S TRACY

ESMT

\$39.00

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Kitsap Co, WA



BARBARA SMITH

MAINT

\$39.00

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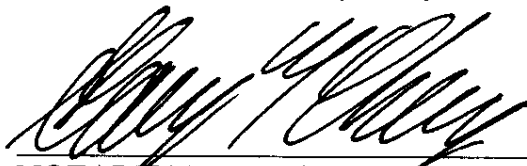
Kitsap Co, WA

STATE OF WASHINGTON)
 : ss.
COUNTY OF KITSAP)

On this 25th day of SEPTEMBER, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared James E. Carmichael, to me known to be the President of Kitsap Bank, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

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





NOTARY PUBLIC in and for the
State of Washington, residing

at FOET DECHARD, WA.

My Commission Expires: AUG. 31, 2004.



JOHN S TRACY

ESMT

\$39.00

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Kitsap Co, WA



BARBARA SMITH

MAINT

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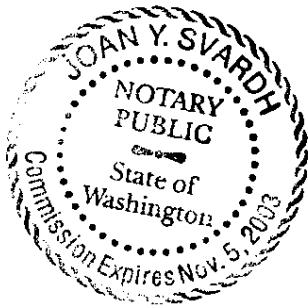
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Kitsap Co, WA

STATE OF WASHINGTON)
COUNTY OF KITSAP)
: ss.

On the 16 day of September, 2003, before me, the
undersigned Notary Public in and for the State of Washington, duly commissioned and
sworn personally appeared David R. A. Smith, to me known to be the Manager of The
Stonecress L.L.C., the limited liability company that executed the foregoing instrument,
and acknowledged the said instrument to be the free and voluntary act and deed of said
limited liability company, for the uses and purposes therein mentioned, and on oath stated
that he was authorized to execute the said instrument.

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



Joan Y. Svardh
NOTARY PUBLIC in and for the
State of Washington, residing
at Indianola
My Commission Expires: 11-5-03

EXHIBIT 1

June 30, 2003

THE DESCHAMPS PARTNERSHIP, L.P.
Assessor's Account No. 232502-3-043-2001

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

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



EXHIBIT 2

June 30, 2003

KITSAP BANK

Assessor's Account No. 232502-3-028-2000

Parcel 1

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

Beginning at the Southeast corner of the Southwest quarter of the Southeast quarter of the Southwest quarter;
Thence West 30 feet to the True Point of Beginning;
Thence West 100 feet;
Thence North 300 feet;
Thence East 100 feet;
Thence South 300 feet to the True Point of Beginning.

EXCEPT the South 33 feet for road.

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

Parcel 2

Beginning at the Southeast corner of the Southwest quarter of the Southeast quarter of the Southwest quarter of said Section 23;
Thence West 130 feet to the True Point of Beginning;
Thence North 300 feet;
Thence West 100 feet;
Thence South 300 feet;
Thence East 100 feet to the True Point of Beginning.

EXCEPT the South 33 feet for road.

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



JOHN S TRACY

ESMT

\$39.00

200310030062

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Kitsap Co, WA

EXHIBIT 3

June 30, 2003

STONECRESS L.L.C.

Assessor's Account No. 232502-3-031-2005

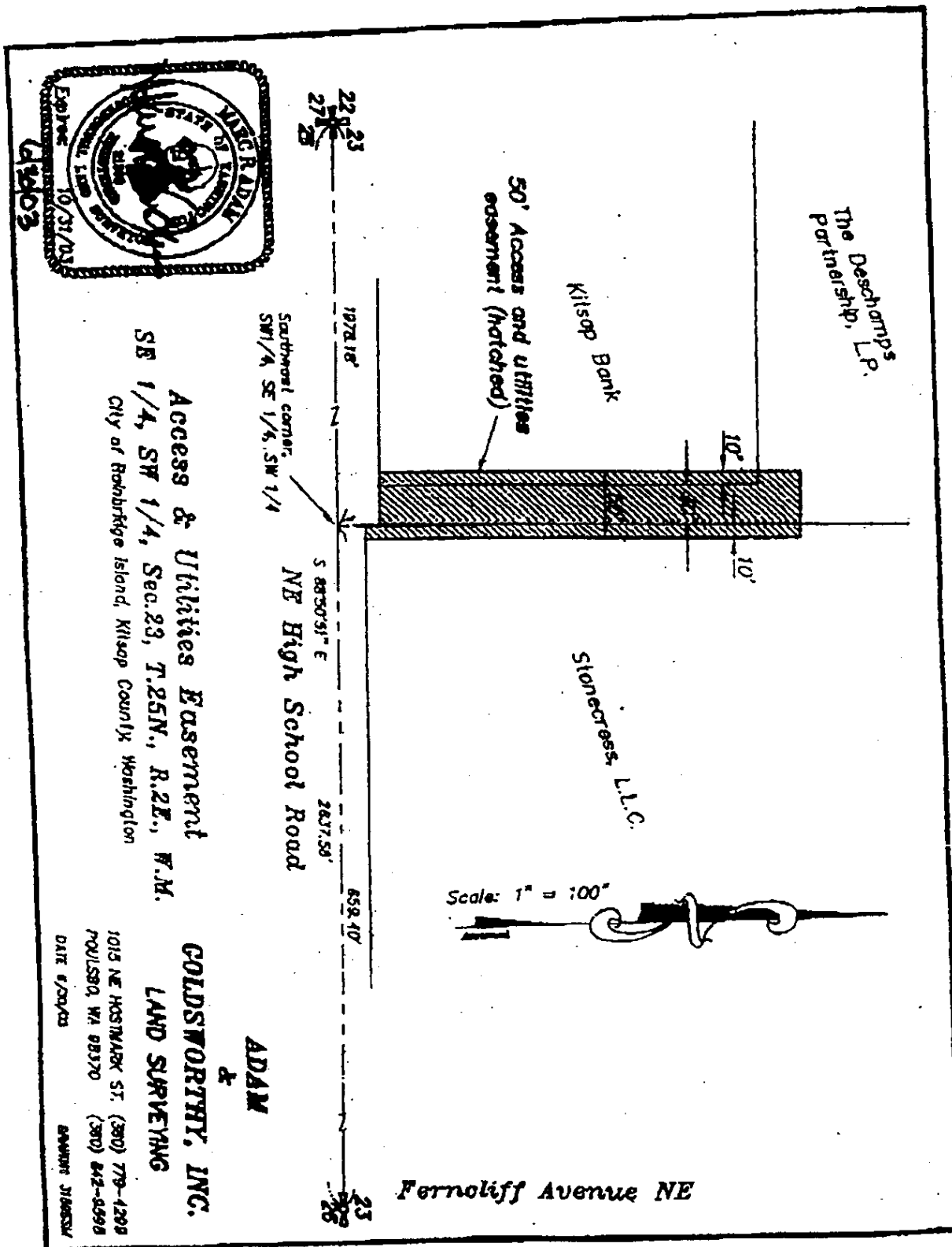
The Southeast quarter of the Southeast quarter of the Southwest quarter of Section 23,
Township 25 North, Range 2 East, W.M., in Kitsap County, Washington;

EXCEPT portion conveyed under Auditor's File No. 166068 for road.

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

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JOHN S TRACY ESMT \$39.00 Kitsap Co, WA

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BARBARA SMITH MAINT \$39.00 Kitsap Co, WA

EXHIBIT 4

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ESMT \$39.00 Kitsap Co, WA

JOHN S TRACY



BARBARA SMITH

MAINT \$39.00

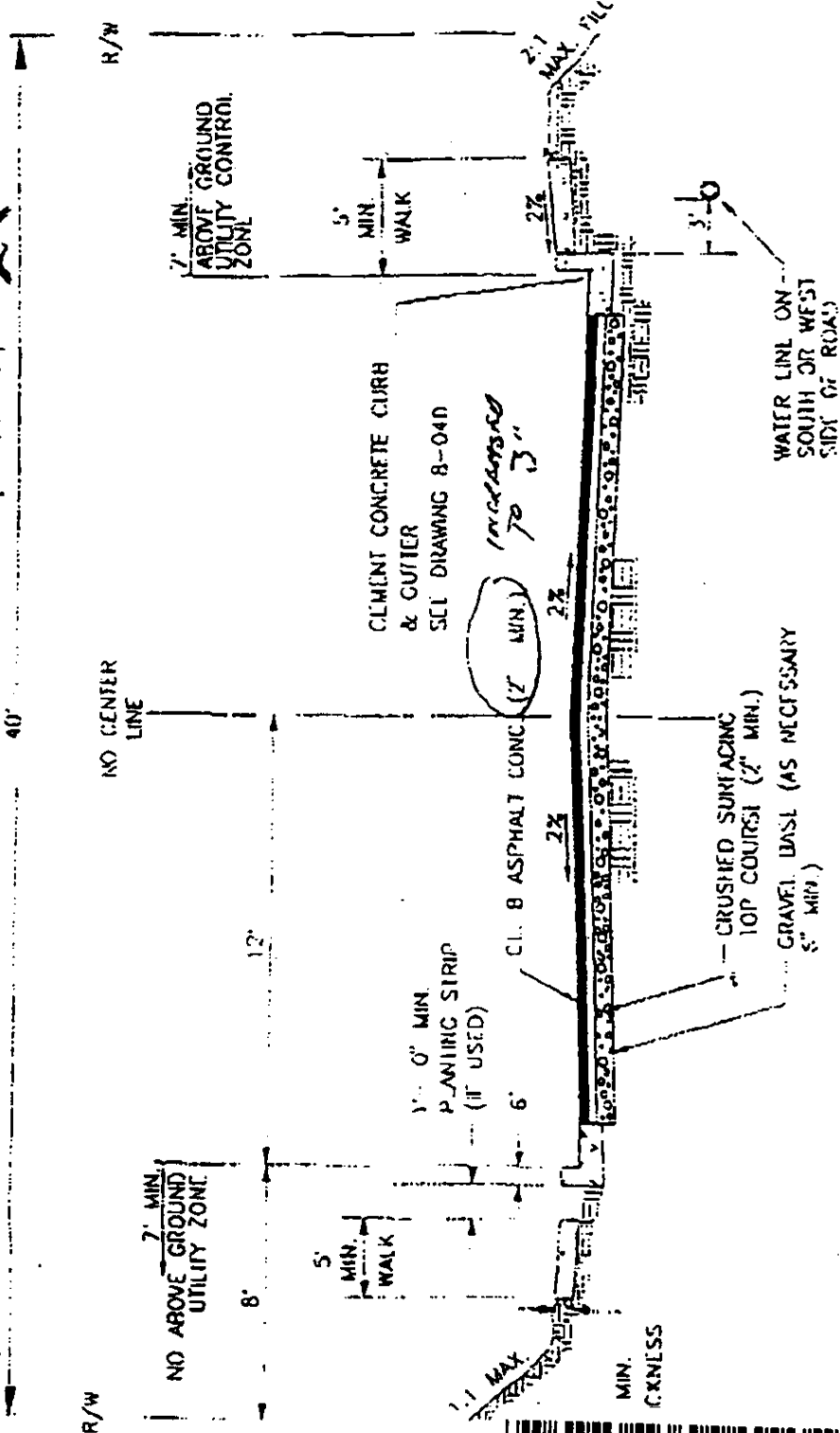
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Kitsap Co, WA

Street Address and Utility Control
 EXHIBIT XS



CITY OF BAINBRIDGE ISLAND
 STANDARD DETAILS
 STREET STANDARD
 RESIDENTIAL URBAN

DWG. NO. 7 050
 10-26-96
 10/10/97

DEPTHS TO BE
 BY THE DESIGN ENGINEER

VOLUMES < 2.000 AD



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 JOHN S TRACY ESMT \$39.00 Kitsap Co, WA



BARBARA SMITH

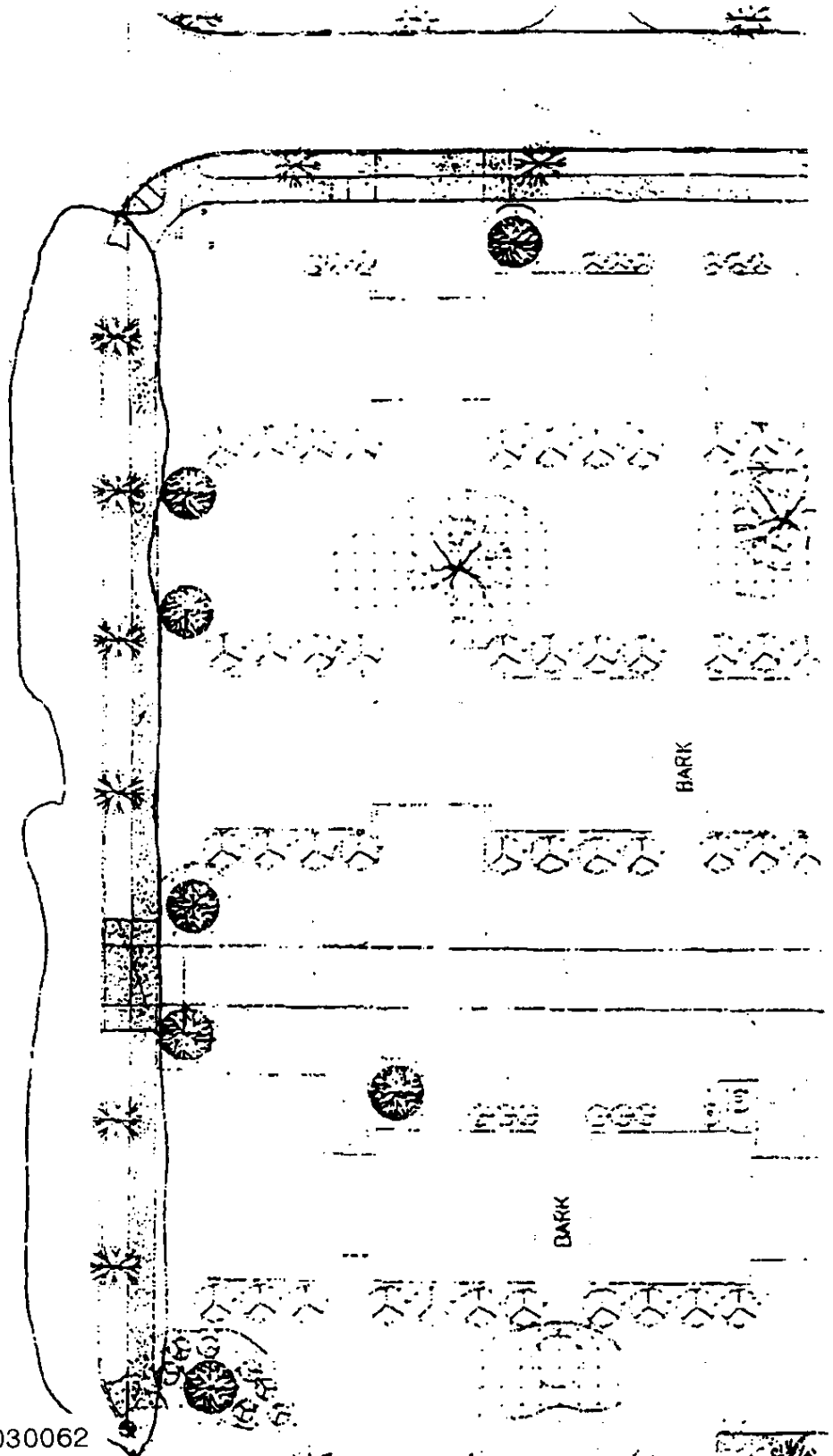
MAINT \$39.00

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 Kitsap Co, WA

*LANDSCAPE PLAN
SILVER ROAD EXHIBIT 7*

ALSO on
west side
of roadway.



JOHN S. TRACY

ESMT \$39.00

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BARBARA SMITH

MAINT \$39.00

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Kitsap Co, WA

RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: ROW Department
3130 South 38th Street
Tacoma, WA 98409
KO

PUGET SOUND ENERGY

Easement Rec Fee: \$ 80.00

11/12/2014 03:51 PM

Walter Washington, Kitsap Co Auditor

201411120375

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PUGET SOUND ENERGY

EASEMENT

REFERENCE #:

GRANTOR (Owner):

VWA-BAINBRIDGE ISLAND, LLC

GRANTEE (PSE):

PUGET SOUND ENERGY, INC.

SHORT LEGAL:

SE-SW-23-25N-02E

ASSESSOR'S PROPERTY TAX PARCEL: 232502-3-085-2000, 232502-3-086-2009, 232502-3-087-2008, 232502-3-088-2007 & 232502-3-089-2006

No Monetary Consideration

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **VWA-BAINBRIDGE ISLAND, LLC**, an Ohio Limited Liability Company, ("Owner" herein), hereby grants and conveys to **PUGET SOUND ENERGY, INC.**, a Washington corporation ("PSE" herein), for the purposes described below, a nonexclusive perpetual easement over, under, along across and through the Easement Area contained within the following described real property (the "Property" herein) in **KITSAP** County, Washington:

SEE EXHIBIT "A"

Except as may be otherwise set forth herein PSE's rights shall be limited to, and exercised only upon, that portion of the Property ("Easement Area" herein) described as follows:

AN EASEMENT AREA TEN (10) FEET IN WIDTH HAVING FIVE (5) FEET OF SUCH WIDTH ON EACH SIDE OF A CENTERLINE DESCRIBED IN EXHIBIT "B".

1. **Purpose.** PSE shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, upgrade and extend one or more of the following underground utility systems for purposes of distribution and sale of electricity:

a. **Underground facilities:** Conduits, lines, cables, vaults, switches and transformers for electricity; cables and facilities for communications; semi-buried or ground-mounted facilities and pads, manholes, meters, fixtures, attachments and any and all other underground facilities or appurtenances necessary or convenient to any or all of the foregoing.

101084284R RW-090063 VWA-BAINBRIDGE ISLAND, LLC

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73093489.2

EXCISE TAX EXEMPT NOV 12 2014

Following the initial construction of all or a portion of its systems, PSE may, from time to time, construct such additional underground facilities in the Easement Area as it may require for such systems. PSE shall have the right of access to the Easement Area over and across the Property to enable PSE to exercise its rights granted in this easement. PSE shall exercise all rights under this Easement in a manner to minimize any disturbance of Owner's use and occupancy of the Property.

2. Easement Area Clearing and Maintenance. PSE shall have the right, but not the obligation to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. PSE shall also have the right, but not the obligation, to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

PSE shall perform all required maintenance, repairs, improvements, upgrades, and/or replacements of all utilities systems and facilities within the Easement Area.

3. Trees Outside Easement Area. PSE shall have the right to cut, trim remove and dispose of any trees located on the Property outside the Easement Area that could, in PSE's sole judgment, interfere with or create a hazard to PSE's systems. PSE shall, except in the event of an emergency, prior to the exercise of such right, identify such trees and make a reasonable effort to give Owner prior notice that such trees will be cut, trimmed, removed or disposed. Owner shall be entitled to compensation for the actual market value of merchantable timber (if any) cut and removed from the Property by PSE.

4. Restoration. After the exercise of any rights by PSE under this Easement, PSE shall, to the extent reasonably practicable, restore landscaping and surfaces and portions of the Property affected by PSE's work to the condition existing immediately prior to such work. PSE shall use good faith efforts to perform its restoration obligations under this paragraph as soon as reasonably possible after the completion of PSE's work.

5. Owner's Use of Easement Area. Owner reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Owner shall not excavate within or otherwise change the grade of the Easement Area or construct or maintain any buildings or structures on the Easement Area and Owner shall do no blasting within 300 feet of PSE's facilities without PSE's prior written consent.

6. Indemnity. PSE agrees to indemnify Owner from and against liability incurred by Owner as a result of the negligence of PSE or its contractors in the exercise of the rights herein granted to PSE, but nothing herein shall require PSE to indemnify Owner for that portion of any such liability attributable to the negligence of Owner or the negligence of others.

7. Termination. The rights herein granted shall continue until such time as PSE and Owner, pursuant to a written instrument, mutually agree to terminate such rights. If terminated any improvements remaining in the Easement Area shall become the property of Owner. No termination shall be deemed to have occurred by PSE's failure to install its systems on the Easement Area.

8. Successors and Assigns. PSE shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall be binding upon their respective successors and assigns.

DATED this 7th day of NOVEMBER, 2014.

OWNER: VWA-BAINBRIDGE ISLAND, LLC

BY: Donna A. Visconti

Its: Manager

BY: DOMINIC A. VISCONI, JR.

101084284R RW-090063 VWA-BAINBRIDGE ISLAND, LLC
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73093489.2

STATE OF OHIO)
COUNTY OF CUYAHOGA) ss

On this 7th day of NOVEMBER, 2014, before me, the undersigned, a Notary Public in and for the State of OHIO, duly commissioned and sworn, personally appeared DOMINIC A. VISCONSI, JR., to me known to be the person(s) who signed as MANAGER, of VWA-BAINBRIDGE ISLAND, LLC, the limited liability company, that executed the within and foregoing instrument, and acknowledged said instrument to be HIS free and voluntary act and deed and the free and voluntary act and deed of VWA-BAINBRIDGE ISLAND, LLC for the uses and purposes therein mentioned; and on oath stated that HE was authorized to execute the said instrument on behalf of said VWA-BAINBRIDGE ISLAND, LLC.

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

Donna J. Swidarski

(Signature of Notary) Donna J. Swidarski

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of OHIO

Residing at 1909 HINES HILL RD., HUDSON, OH

My Appointment Expires: 5-26-19

Notary seal, text and all notations must not be placed within 1" margins



Donna J. Swidarski
Resident Summit County
Notary Public, State of Ohio
My Commission Expires 05/26/2019

EXHIBIT "A"

RESULTANT PARCELS OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER KITSAP COUNTY AUDITOR'S FILE NO. 201406180124 (AS CORRECTED UNDER AFFIDAVIT OF CORRECTION RECORDED UNDER KITSAP COUNTY AUDITOR'S FILE NO. 201409030042) AND 201406180125.

PARCEL A (232502-3-085-2000): THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 25 NORTH, RANGE 2 EAST, W.M., CITY OF BAINBRIDGE ISLAND, KITSAP COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 23; THENCE ALONG THE SOUTH LINE OF SAID SECTION 23, NORTH 88°50'51" WEST 659.40 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE LEAVING SAID SOUTH LINE AND ALONG THE EAST LINE OF THE WEST ONE-HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23, NORTH 01°15'35" EAST 877.93 FEET TO THE SOUTH LINE OF THE NORTH 443.92 FEET OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE ALONG SAID SOUTH LINE, NORTH 88°47'19" WEST 313.09 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID SOUTH LINE, SOUTHERLY ON A 323.50 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 88°54'28" EAST THROUGH A CENTRAL ANGLE OF 25°39'56", AN ARC DISTANCE OF 144.91 FEET; THENCE SOUTH 24°32'24" EAST 49.23 FEET; THENCE SOUTHERLY ON A 71.79 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 65°25'36" WEST THROUGH A CENTRAL ANGLE OF 09°43'33", AN ARC DISTANCE OF 12.19 FEET; THENCE SOUTH 14°50'51" EAST 81.83 FEET; THENCE SOUTHERLY ON A 126.50 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 75°09'09" WEST THROUGH A CENTRAL ANGLE OF 16°00'00", AN ARC DISTANCE OF 35.33 FEET; THENCE SOUTH 01°09'09" WEST 114.11 FEET; THENCE SOUTHERLY ON A 195.50 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 88°50'51" WEST THROUGH A CENTRAL ANGLE OF 04°10'57", AN ARC DISTANCE OF 14.27 FEET; THENCE NORTH 88°50'51" WEST 257.14 FEET TO THE EAST RIGHT OF WAY OF STATE HIGHWAY 305; THENCE NORTHERLY ON SAID RIGHT OF WAY ON A DECREASING OFFSET SPIRAL CURVE TO THE LEFT, A RESULTANT SPIRAL CHORD OF NORTH 06°12'12" EAST 105.52 FEET; THENCE CONTINUING NORTHERLY ALONG SAID RIGHT OF WAY ON A 2964.79 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS NORTH 84°35'36" WEST THROUGH A CENTRAL ANGLE OF 06°26'05", AN ARC DISTANCE OF 332.97 FEET; THENCE LEAVING SAID RIGHT OF WAY ALONG SAID SOUTH LINE OF THE NORTH 443.92 FEET, SOUTH 88°47'19" EAST 157.13 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL B (232502-3-086-2009): THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 25 NORTH, RANGE 2 EAST, W.M., CITY OF BAINBRIDGE ISLAND, KITSAP COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 23; THENCE ALONG THE SOUTH LINE OF SAID SECTION 23, NORTH 88°50'51" WEST 659.40 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE LEAVING SAID SOUTH LINE AND ALONG THE EAST LINE OF THE WEST ONE-HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23, NORTH 01°15'35" EAST 650.67 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST LINE, NORTH 01°15'35" EAST 227.26 FEET TO THE SOUTH LINE OF THE NORTH 443.92 FEET OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE ALONG SAID SOUTH LINE, NORTH 88°47'19" WEST 313.09 FEET; THENCE LEAVING SAID SOUTH LINE, SOUTHERLY ON A 323.50 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 88°54'28" EAST THROUGH A CENTRAL ANGLE OF 25°39'56", AN ARC DISTANCE OF 144.91 FEET; THENCE SOUTH 24°34'24" EAST 49.23 FEET; THENCE SOUTHERLY ON A 71.79 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 65°25'36" WEST THROUGH A CENTRAL ANGLE OF 09°43'33", AN ARC DISTANCE OF 12.19 FEET; THENCE SOUTH 14°50'51" EAST 81.83 FEET; THENCE SOUTHERLY ON A 126.50 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 75°09'09" WEST THROUGH A CENTRAL ANGLE OF 06°27'56", AN ARC DISTANCE OF 14.28 FEET; THENCE NORTH 81°37'05" EAST 42.07 FEET; THENCE NORTH 75°09'09" EAST 195.27 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL C (232502-3-087-2008): THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 25 NORTH, RANGE 2 EAST, W.M., CITY OF BAINBRIDGE ISLAND, KITSAP COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 23; THENCE ALONG THE SOUTH LINE OF SAID SECTION 23, NORTH 88°50'51" WEST 659.40 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE LEAVING SAID SOUTH LINE AND ALONG THE EAST LINE OF THE WEST ONE-HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23, NORTH 01°15'35" EAST 877.93 FEET TO THE SOUTH LINE OF THE NORTH 443.92 FEET OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE ALONG SAID SOUTH LINE, NORTH 88°47'19" WEST 313.09 FEET; THENCE LEAVING SAID SOUTH LINE, SOUTHERLY ON A 323.50 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 88°54'28" EAST THROUGH A CENTRAL ANGLE OF 25°39'56", AN ARC DISTANCE OF 144.91 FEET; THENCE SOUTH 24°34'24" EAST 49.23 FEET; THENCE SOUTHERLY ON A 71.79 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 65°25'36" WEST THROUGH A CENTRAL ANGLE OF 09°43'33", AN ARC DISTANCE OF 12.19 FEET; THENCE SOUTH 14°50'51" EAST 81.83 FEET; THENCE SOUTHERLY ON A 126.50 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 75°09'09" WEST THROUGH A CENTRAL ANGLE OF 16°00'00", AN ARC DISTANCE OF 35.33 FEET; THENCE SOUTH 01°09'09" WEST 114.11 FEET; THENCE SOUTHERLY ON A 195.50 FOOT RADIUS CURVE

TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH $88^{\circ}50'51''$ WEST THROUGH A CENTRAL ANGLE OF $04^{\circ}10'57''$, AN ARC DISTANCE OF 14.27 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTHERLY ON THE 195.50 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH $84^{\circ}39'54''$ WEST THROUGH A CENTRAL ANGLE OF $07^{\circ}22'06''$, AN ARC DISTANCE OF 25.14 FEET; THENCE SOUTHERLY ON A 199.50 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH $77^{\circ}17'47''$ EAST THROUGH A CENTRAL ANGLE OF $11^{\circ}33'04''$, AN ARC DISTANCE OF 40.22 FEET; THENCE SOUTH $01^{\circ}09'09''$ WEST 171.25 FEET; THENCE SOUTHERLY ON A 215.50 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH $88^{\circ}50'51''$ WEST THROUGH A CENTRAL ANGLE OF $06^{\circ}26'19''$, AN ARC DISTANCE OF 24.22 FEET; THENCE NORTH $88^{\circ}50'51''$ WEST 141.45 FEET; THENCE SOUTH $01^{\circ}09'09''$ WEST 15.00 FEET; THENCE NORTH $88^{\circ}50'51''$ WEST 64.00 FEET; THENCE NORTH $01^{\circ}09'09''$ EAST 31.50 FEET; THENCE NORTH $88^{\circ}50'51''$ WEST 66.01 FEET TO THE EAST RIGHT OF WAY OF STATE HIGHWAY 305; THENCE ALONG SAID RIGHT OF WAY, NORTH $06^{\circ}36'24''$ EAST 228.28 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY ON A DECREASING OFFSET SPIRAL CURVE TO THE LEFT, A RESULTANT SPIRAL CHORD OF NORTH $06^{\circ}12'12''$ EAST 16.57 FEET; THENCE LEAVING SAID RIGHT OF WAY, SOUTH $88^{\circ}50'51''$ EAST 257.14 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL D (232502-3-088-2007): THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 25 NORTH, RANGE 2 EAST, W.M., CITY OF BAINBRIDGE ISLAND, KITSAP COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 23; THENCE ALONG THE SOUTH LINE OF SAID SECTION 23, NORTH $88^{\circ}50'51''$ WEST 659.40 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE LEAVING SAID SOUTH LINE AND ALONG THE EAST LINE OF THE WEST ONE-HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23, NORTH $01^{\circ}15'35''$ EAST 30.00 FEET TO THE NORTH RIGHT OF WAY OF NE HIGH SCHOOL ROAD AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH $01^{\circ}15'35''$ EAST 620.27 FEET; THENCE LEAVING SAID EAST LINE, SOUTH $75^{\circ}09'09''$ WEST 195.27 FEET; THENCE SOUTH $81^{\circ}37'05''$ WEST 42.07 FEET; THENCE SOUTHERLY ON 126.50 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH $81^{\circ}37'05''$ WEST THROUGH A CENTRAL ANGLE OF $09^{\circ}32'04''$, AN ARC DISTANCE OF 21.05 FEET; THENCE SOUTH $01^{\circ}09'09''$ WEST 114.11 FEET; THENCE SOUTHERLY ON A 195.50 RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH $88^{\circ}50'51''$ WEST THROUGH A CENTRAL ANGLE OF $11^{\circ}33'04''$, AN ARC DISTANCE OF 39.41 FEET; THENCE SOUTHERLY ON A 199/50 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH $77^{\circ}17'47''$ EAST THROUGH A CENTRAL ANGLE OF $11^{\circ}33'04''$, AN ARC DISTANCE OF 40.22 FEET; THENCE SOUTH $01^{\circ}09'09''$ WEST 171.25 FEET; THENCE SOUTHERLY ON A 215.50 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH $88^{\circ}50'51''$ WEST THROUGH A CENTRAL ANGLE OF $06^{\circ}26'19''$, AN ARC DISTANCE OF 24.22 FEET; THENCE SOUTH $88^{\circ}50'51''$ EAST 5.92 FEET; THENCE NORTH $01^{\circ}15'35''$ EAST 119.36 FEET; THENCE SOUTH $88^{\circ}50'51''$ EAST 200.00 FEET; THENCE SOUTH $01^{\circ}15'35''$ WEST 270.00 FEET TO THE SAID NORTH RIGHT OF

WAY; THENCE ALONG SAID NORTH RIGHT OF WAY, SOUTH 88°50'51" EAST 30.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL E (232502-3-089-2006): THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 25 NORTH, RANGE 2 EAST, W.M., CITY OF BAINBRIDGE ISLAND, KITSAP COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 23; THENCE ALONG THE SOUTH LINE OF SAID SECTION 23, NORTH 88°50'51" WEST 659.40 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE LEAVING SAID SOUTH LINE AND ALONG THE EAST LINE OF THE WEST ONE-HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23, NORTH 01°15'35" EAST 877.93 FEET TO THE SOUTH LINE OF THE NORTH 443.92 FEET OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE ALONG SAID SOUTH LINE, NORTH 88°47'19" WEST 313.09 FEET; THENCE LEAVING SAID SOUTH LINE, SOUTHERLY ON A 323.50 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 88°54'28" EAST THROUGH A CENTRAL ANGLE OF 25°39'56", AN ARC DISTANCE OF 144.91 FEET; THENCE SOUTH 24°34'24" EAST 49.23 FEET; THENCE SOUTHERLY ON A 71.79 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 65°25'36" WEST THROUGH A CENTRAL ANGLE OF 09°43'33", AN ARC DISTANCE OF 12.19 FEET; THENCE SOUTH 14°50'51" EAST 81.83 FEET; THENCE SOUTHERLY ON A 126.50 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 75°09'09" WEST THROUGH A CENTRAL ANGLE OF 16°00'00", AN ARC DISTANCE OF 35.33 FEET; THENCE SOUTH 01°09'09" WEST 114.11 FEET; THENCE SOUTHERLY ON A 195.50 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 88°50'51" WEST THROUGH A CENTRAL ANGLE OF 11°33'04", AN ARC DISTANCE OF 39.41 FEET; THENCE SOUTHERLY ON A 199.50 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS NORTH 77°17'47" WEST THROUGH A CENTRAL ANGLE OF 11°33'04", AN ARC DISTANCE OF 40.22 FEET; THENCE SOUTH 01°09'09" WEST 171.25 FEET; THENCE SOUTHERLY ON A 215.50 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS NORTH 88°50'51" WEST THROUGH A CENTRAL ANGLE OF 06°26'20", AN ARC DISTANCE OF 24.22 FEET; THENCE SOUTH 88°50'51" EAST 5.92 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 01°15'35" WEST 144.31 FEET TO THE NORTH RIGHT OF WAY OF NE HIGH SCHOOL ROAD; THENCE ALONG SAID NORTH RIGHT OF WAY, NORTH 88°50'51" WEST 85.00 FEET; THENCE CONTINUING ALONG SAID NORTH RIGHT OF WAY, SOUTH 01°15'35" WEST 0.44 FEET; THENCE CONTINUING ALONG SAID NORTH RIGHT OF WAY, NORTH 82°03'16" WEST 206.62 FEET TO THE EAST RIGHT OF WAY OF STATE HIGHWAY 305; THENCE ALONG SAID EAST RIGHT OF WAY, NORTH 06°36'24" EAST 137.43 FEET; THENCE LEAVING SAID EAST RIGHT OF WAY, SOUTH 88°50'51" EAST 66.01 FEET; THENCE SOUTH 01°09'09" WEST 31.50 FEET; THENCE SOUTH 88°50'51" EAST 64.00 FEET; THENCE NORTH 01°09'09" EAST 15.00 FEET; THENCE SOUTH 88°50'51" EAST 147.37 FEET TO THE TRUE POINT OF BEGINNING.

ADAM & GOLDSWORTHY, INC.
LAND SURVEYORS

EXHIBIT B p 1 of 2

MARC R. ADAM, (RETIRED)
JAMES R. GOLDSWORTHY, PLS, CFEDS
CANDYCE J. KORSMO
GAVIN M. OAK, PLS, CFEDS

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

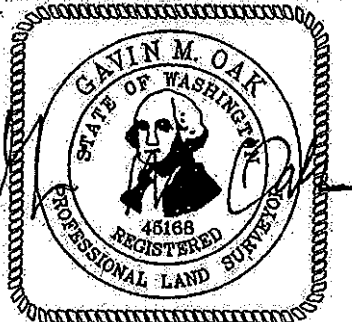
October 30, 2014

VISCONSI - JOB NO. 12-5304

LEGAL DESCRIPTION OF CENTERLINE UTILITIES EASEMENT

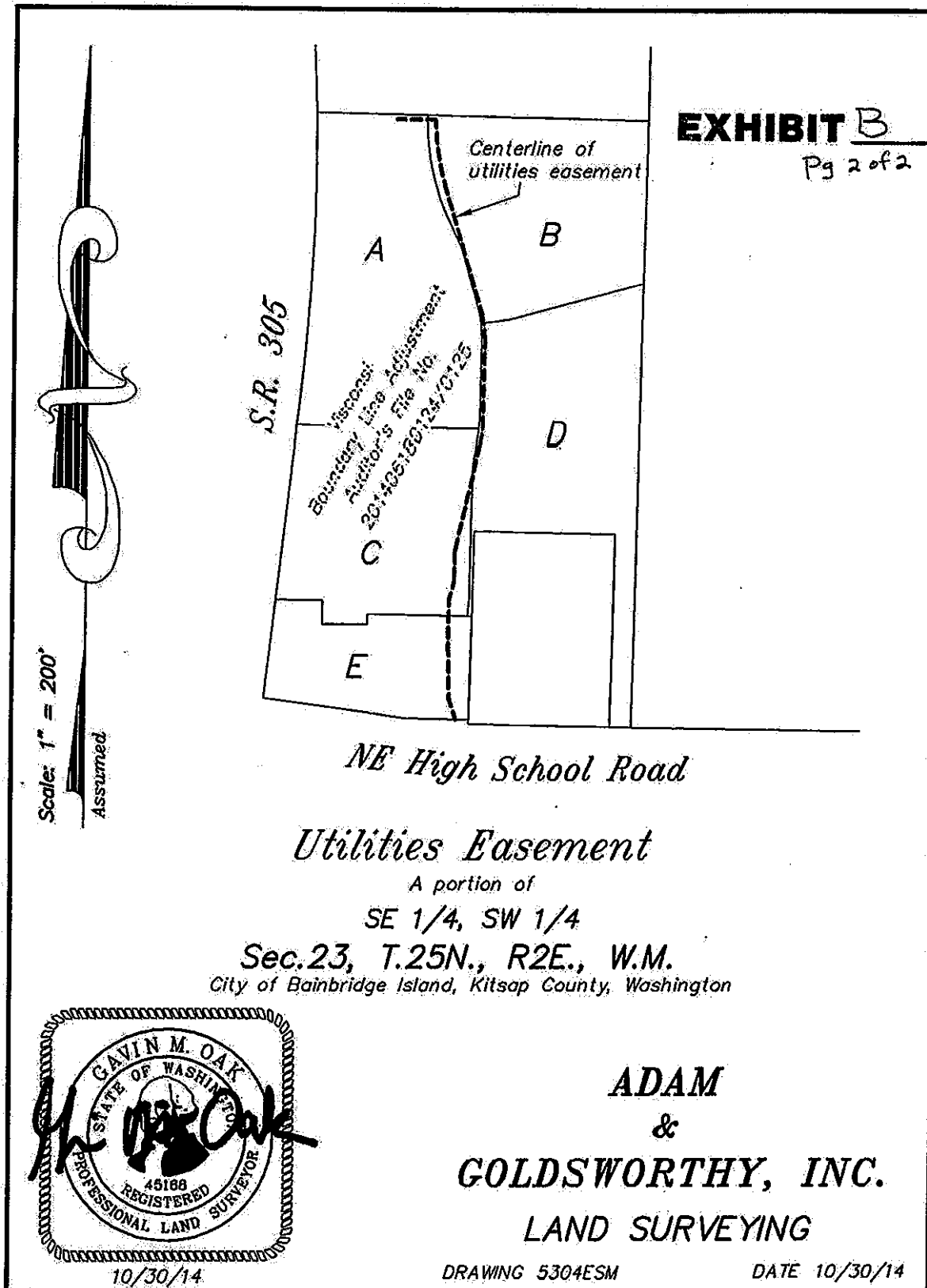
The centerline of a utility easement being a portion of the Southeast quarter of the Southwest quarter of Section 23, Township 25 North, Range 2 East, W.M., City of Bainbridge Island, Kitsap County, Washington, described as follows:

Beginning at the South quarter corner of said Section 23;
Thence along the South line of said Section 23, North 88°50'51" West 907.77 feet;
Thence leaving said South line, North 01°09'09" East 36.00 feet to the North right of way of NE High School Road and the True Point of Beginning;
Thence North 17°43'43" West 30.00 feet;
Thence North 01°35'38" West 69.00 feet;
Thence North 00°15'21" East 69.50 feet;
Thence North 15°48'35" East 28.00 feet;
Thence North 00°57'32" East 42.50 feet;
Thence North 12°44'50" East 154.03 feet;
Thence Northerly on a 140.00 foot radius curve to the left, the center of which bears North 77°15'10" West through a central angle of 11°35'41", an arc distance of 28.33 feet;
Thence North 01°09'09" East 113.57 feet;
Thence Northerly on a 132.00 foot radius curve to the left, the center of which bears North 88°50'51" West through a central angle of 17°30'12", an arc distance of 40.33 feet;
Thence North 16°21'03" West 183.35 feet;
Thence Northerly on a 370.00 foot radius curve to the right, the center of which bears North 73°38'57" East through a central angle of 14°43'50", an arc distance of 95.13 feet;
Thence South 89°24'13" West 55.00 feet to the terminus.



10/30/14

Pg 8 of 9 VWA-Bainbridge Island LLC



pg 9 of 9 VWA-Bainbridge Island, LLC

AFTER RECORDING, PLEASE RETURN TO:

City Clerk
City of Bainbridge Island
280 Madison Avenue North
Bainbridge Island, WA 98110

BAINBRIDGE ISLAND CITY OF
Easement Rec Fee: \$ 160.00
11/19/2015 03:07 PM
Dolores Gilmore, Kitsap Co Auditor

201511190164

Page: 1 of 15



UTILITY EASEMENT AND AGREEMENT

Grantor:	VWA - BAINBRIDGE ISLAND, LLC, an Ohio limited liability company
Grantee:	City of Bainbridge Island, Washington, a municipal corporation
Short Legal Description:	Section 23, T. 25 N., R. 2 E., W.M., City of Bainbridge Island, Kitsap County (Complete legal description on Exhibit A)
Assessor's Property Tax Parcel/Account Number(s):	232502-3-086-2009, 232502-3-085-2000, 252502-3-087-2008, 252502-3-088-2007, 252502-3-089-2006
Reference Number(s) of Documents Assigned or Released:	N/A

EXCISE TAX EXEMPT NOV 19 2015

THIS UTILITY EASEMENT AND AGREEMENT (this "Agreement") is made this _____ day of _____, 2015, by and between VWA - BAINBRIDGE ISLAND, LLC, an Ohio limited liability company ("Grantor") and the City of Bainbridge Island, Washington, a municipal corporation ("Grantee"). The parties agree as follows:

1. **Grantor's Real Property.** Grantor is the fee owner of the real property which is legally described on **Exhibit A**, attached hereto and incorporated herein ("Grantor's Real Property").

2. **Utilities Facilities.** Grantor has installed certain underground water and sanitary sewer utilities facilities (collectively, the "Utilities Facilities") under, through and across that portion of Grantor's Real Property which is legally described on **Exhibit B** and shown on **Exhibit D**, attached hereto and incorporated herein (the "Utilities Facilities Area").

3. **Grant of Access and Maintenance Easement.** Grantor, for valuable consideration, the receipt of which is hereby acknowledged, conveys and warrants to Grantee, its successors and assigns, a perpetual, non-exclusive access and maintenance easement ("Maintenance Easement") under, over, through and across the portion of Grantor's Real Property which is legally described on **Exhibit C** and shown on **Exhibit D**, attached hereto and incorporated herein ("Maintenance Easement Area") for purposes of permitting Grantee access to the Utilities Facilities Area in order to perform all required maintenance, repairs, and/or replacements of the Utilities Facilities.

4. **Grantee Obligations.** Grantee, at its expense, shall perform all required maintenance, repairs, and/or replacements of the Utilities Facilities, which work shall be performed upon written notice thereof by Grantor (and/or by the owner of any portion of Grantor's Real Property) to Grantee, and without any unreasonable interference with the use or business operations then being conducted on Grantor's Real Property. The Grantee shall satisfy all costs associated with operating, maintaining, removing, repairing, replacing and using the Utilities Facilities.

5. **Access.** Grantee shall have the right, without prior institution of any suit or proceeding at law, to enter upon the Maintenance Easement Area as necessary for maintaining, removing, repairing, or replacing the Utilities Facilities.

6. **Restoration.** If the Utilities Facilities Area, the Maintenance Easement Area, or any other portion of Grantor's Real Property is disturbed by the exercise by Grantee of any rights provided herein, Grantee shall restore the same as nearly as possible to the condition in which it existed prior to the exercise of such rights by Grantee.

7. **Reservation of Rights.** All right, title and interest, which may be used and enjoyed without unreasonably interfering with the Maintenance Easement, are reserved to Grantor. The construction, installation, maintenance or repair, after the date of this Agreement, of above-ground structures of a permanent nature, which interfere with the Maintenance Easement, shall be deemed an encroachment upon Grantee's easement rights, and Grantor shall be obligated to remove the encroachments at Grantor's expense.

8. Protection of Utilities Facilities. Grantor covenants that no digging, tunneling or other form of construction activity shall be done on Grantor's Real Property, the Utilities Facilities Area or the Maintenance Easement Area that would disturb, damage, unearth, or undermine the Utilities Facilities, or endanger the lateral support to the Utilities Facilities.

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

10. Relocation. Grantor shall have the right to relocate the Utilities Facilities, the Utilities Facilities Area, and the Maintenance Easement Area upon notice to and written approval by Grantee. Prior to any construction for relocation, Grantor shall submit relocation plans to Grantee for Grantee's approval and such approval shall not be unreasonably denied or delayed. If Grantee fails to respond within thirty (30) days from Grantor's submission of relocation plans, such relocation plans shall be deemed approved by Grantee and any objection thereto shall be waived. Upon any such relocation, the Utilities Facilities, the Utilities Facilities Area, the Maintenance Easement Area and the Maintenance Easement shall be deemed modified accordingly.

11. Binding Effect. This Agreement and the rights and obligations under this Agreement are intended to and shall run with the land and shall benefit and bind the parties and their respective successors and assigns.

12. Good Title. Grantor warrants that it has good title to Grantor's Real Property and warrants Grantee title to, and quiet enjoyment of, the Maintenance Easement conveyed in this Agreement.

13. Complete Agreement. This Agreement represents the complete agreement of the parties regarding the matters described herein. There are no other verbal or written agreements regarding the easement rights and obligations set forth herein, except as contained in this Agreement. This Agreement may only be modified by a written document signed by the parties.

14. Authority. Each party signing this Agreement, if on behalf of an entity, represents that they have full authority to sign this Agreement on behalf of such entity.

15. Attorneys' Fees. If either party brings any suit or other proceeding arising out of or in connection with this Agreement, the prevailing party (as determined by the court or other authority before which such suit or proceeding is commenced) shall, in addition to such other relief as may be awarded, be entitled to recover reasonable attorneys' fees and costs.

16. Grantee Obligations. For purposes of all obligations of Grantee under this Agreement, "Grantor" shall be deemed to include all tenants or occupants of Grantor's Real Property (including without limitation, each of Key Bank National Association (and its successors and assigns), and Walgreen Co. (and its successors and assigns), the current tenants of Grantor's Real Property).

IN WITNESS WHEREOF the undersigned have executed this Agreement on the date indicated above.

GRANTOR:

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

By: Dominic A. Visconsi Jr.
Print Name: Dominic A. Visconsi, Jr.
Its: Manager

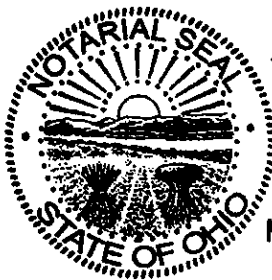
STATE OF Ohio)
COUNTY OF Cuyahoga) SS

I, a Notary Public, do hereby certify that Dominic A. Visconsi Jr. personally known to me to be the Manager of VWA – BAINBRIDGE ISLAND, LLC, an Ohio limited liability company, who acknowledged that he/she did sign the foregoing instrument for on behalf of said limited liability company, being thereunto duly authorized, and that the same is his/her free act and deed individually and as such officer of such corporation and the free act and deed of said limited liability company.

Given under my hand and notarial seal this 9th day of November 2015.

My commission expires:

Theresa M. Bales
Notary Public



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

GRANTEE:

THE CITY OF BAINBRIDGE ISLAND, LLC

By: [Signature]

Print Name: Douglas Schulze, City Manager

STATE OF WASHINGTON)
) ss:
COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that Douglas Schulze 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, and acknowledged it as the City Manager of the City of Bainbridge Island to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.



DATED: 16 Nov 2015

[Signature]

NAME: Amber Nicole Richards
(Print Name)

Notary Public in and for the State of Washington.
Commission Expires: 2-19-18

EXHIBIT A

LEGAL DESCRIPTION OF GRANTOR'S REAL PROPERTY

Resultant Parcels A, B, C, D & E of the Visconsi Boundary Line Adjustment recorded under Auditor's file 201406180124, and depicted on the survey recorded in Volume 79 of surveys, Page 98, records of Kitsap County, situate in the Southeast quarter of the Southwest quarter of Section 23, Township 25 North, Range 2 East, W.M., City of Bainbridge Island, Kitsap County, Washington.

EXHIBIT B

LEGAL DESCRIPTION OF UTILITIES FACILITIES AREA

ADAM & GOLDSWORTHY, INC.
LAND SURVEYORS

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

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

May 26, 2015

VISCONSI - JOB NO. 12-5304

LEGAL DESCRIPTION OF WATER & SEWER EASEMENT

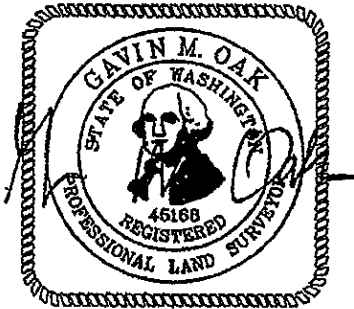
That portion of the Southeast quarter of the Southwest quarter of Section 23, Township 25 North, Range 2 East, W.M., City of Bainbridge Island, Kitsap County, Washington, described as follows:

Beginning at the South quarter corner of said Section 23;
Thence along the South line of said Section 23, North 88°50'51" West 659.40 feet to the Southeast corner of the Southwest quarter of the Southeast quarter of the Southwest quarter of said Section 23;
Thence leaving said South line and along the East line of the West one-half of the Southeast quarter of the Southwest quarter of said Section 23, North 01°15'35" East 877.93 feet to the South line of the North 443.92 feet of the Northwest quarter of the Southeast quarter of the Southwest quarter of said Section 23;
Thence along said South line, North 88°47'19" West 319.65 feet to the True Point of Beginning;
Thence leaving said South line, South 14°08'19" East 356.04 feet;
Thence South 02°39'21" West 176.98 feet;
Thence South 72°40'53" East 112.78 feet;
Thence South 88°50'51" East 85.57 feet;
Thence South 44°46'25" East 28.27 feet;
Thence South 00°36'53" East 12.67 feet;
Thence West 15.30 feet;
Thence North 01°15'35" East 6.13 feet;
Thence North 88°50'51" West 0.97 feet;
Thence North 1.35 feet;
Thence North 44°46'25" West 14.60 feet;
Thence North 88°50'51" West 81.63 feet;
Thence North 72°40'53" West 110.99 feet;
Thence South 02°39'21" West 116.80 feet;
Thence South 15°48'35" West 108.92 feet;
Thence South 00°14'07" West 84.28 feet to the North right of way of NE High School Road;
Thence along said right of way, North 88°50'51" West 15.00 feet;

Page 2
Visconsi
Job No. 12-5304
May 27, 2015

Water and Sewer Easement Description - continued

Thence leaving said right of way, North $00^{\circ}14'07''$ East 71.19 feet;
Thence South $15^{\circ}48'35''$ West 73.58 feet to said North right of way of NE High School Road;
Thence along said right of way, North $88^{\circ}50'51''$ West 15.50 feet;
Thence leaving said right of way, North $15^{\circ}48'35''$ East 199.83 feet;
Thence North $02^{\circ}39'21''$ East 302.45 feet;
Thence North $14^{\circ}08'19''$ West 359.33 feet to said South line of the North 443.92 feet;
Thence along said South line, South $88^{\circ}47'19''$ East 26.96 feet to the True Point of Beginning.



5/27/14

EXHIBIT C

LEGAL DESCRIPTION OF MAINTENANCE EASEMENT AREA

ADAM & GOLDSWORTHY, INC.
LAND SURVEYORS

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

1015 NE HOSTMARK STREET, #103
POULSBRO, WA 98370
(360) 779-4299 • (206) 842-9598
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May 26, 2015

VISCONSI - JOB NO. 12-5304

LEGAL DESCRIPTION OF WATER & SEWER EASEMENT

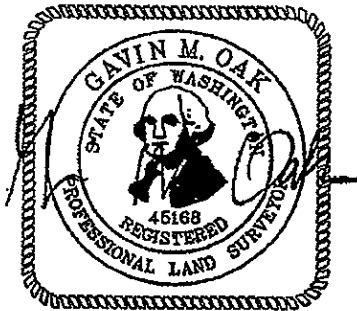
That portion of the Southeast quarter of the Southwest quarter of Section 23, Township 25 North, Range 2 East, W.M., City of Bainbridge Island, Kitsap County, Washington, described as follows:

Beginning at the South quarter corner of said Section 23;
Thence along the South line of said Section 23, North 88°50'51" West 659.40 feet to the Southeast corner of the Southwest quarter of the Southeast quarter of the Southwest quarter of said Section 23;
Thence leaving said South line and along the East line of the West one-half of the Southeast quarter of the Southwest quarter of said Section 23, North 01°15'35" East 877.93 feet to the South line of the North 443.92 feet of the Northwest quarter of the Southeast quarter of the Southwest quarter of said Section 23;
Thence along said South line, North 88°47'19" West 319.65 feet to the True Point of Beginning;
Thence leaving said South line, South 14°08'19" East 356.04 feet;
Thence South 02°39'21" West 176.98 feet;
Thence South 72°40'53" East 112.78 feet;
Thence South 88°50'51" East 85.57 feet;
Thence South 44°46'25" East 28.27 feet;
Thence South 00°36'53" East 12.67 feet;
Thence West 15.30 feet;
Thence North 01°15'35" East 6.13 feet;
Thence North 88°50'51" West 0.97 feet;
Thence North 1.35 feet;
Thence North 44°46'25" West 14.60 feet;
Thence North 88°50'51" West 81.63 feet;
Thence North 72°40'53" West 110.99 feet;
Thence South 02°39'21" West 116.80 feet;
Thence South 15°48'35" West 108.92 feet;
Thence South 00°14'07" West 84.28 feet to the North right of way of NE High School Road;
Thence along said right of way, North 88°50'51" West 15.00 feet;

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Visconsi
Job No. 12-5304
May 27, 2015

Water and Sewer Easement Description - continued

Thence leaving said right of way, North $00^{\circ}14'07''$ East 71.19 feet;
Thence South $15^{\circ}48'35''$ West 73.58 feet to said North right of way of NE High School Road;
Thence along said right of way, North $88^{\circ}50'51''$ West 15.50 feet;
Thence leaving said right of way, North $15^{\circ}48'35''$ East 199.83 feet;
Thence North $02^{\circ}39'21''$ East 302.45 feet;
Thence North $14^{\circ}08'19''$ West 359.33 feet to said South line of the North 443.92 feet;
Thence along said South line, South $88^{\circ}47'19''$ East 26.96 feet to the True Point of Beginning.

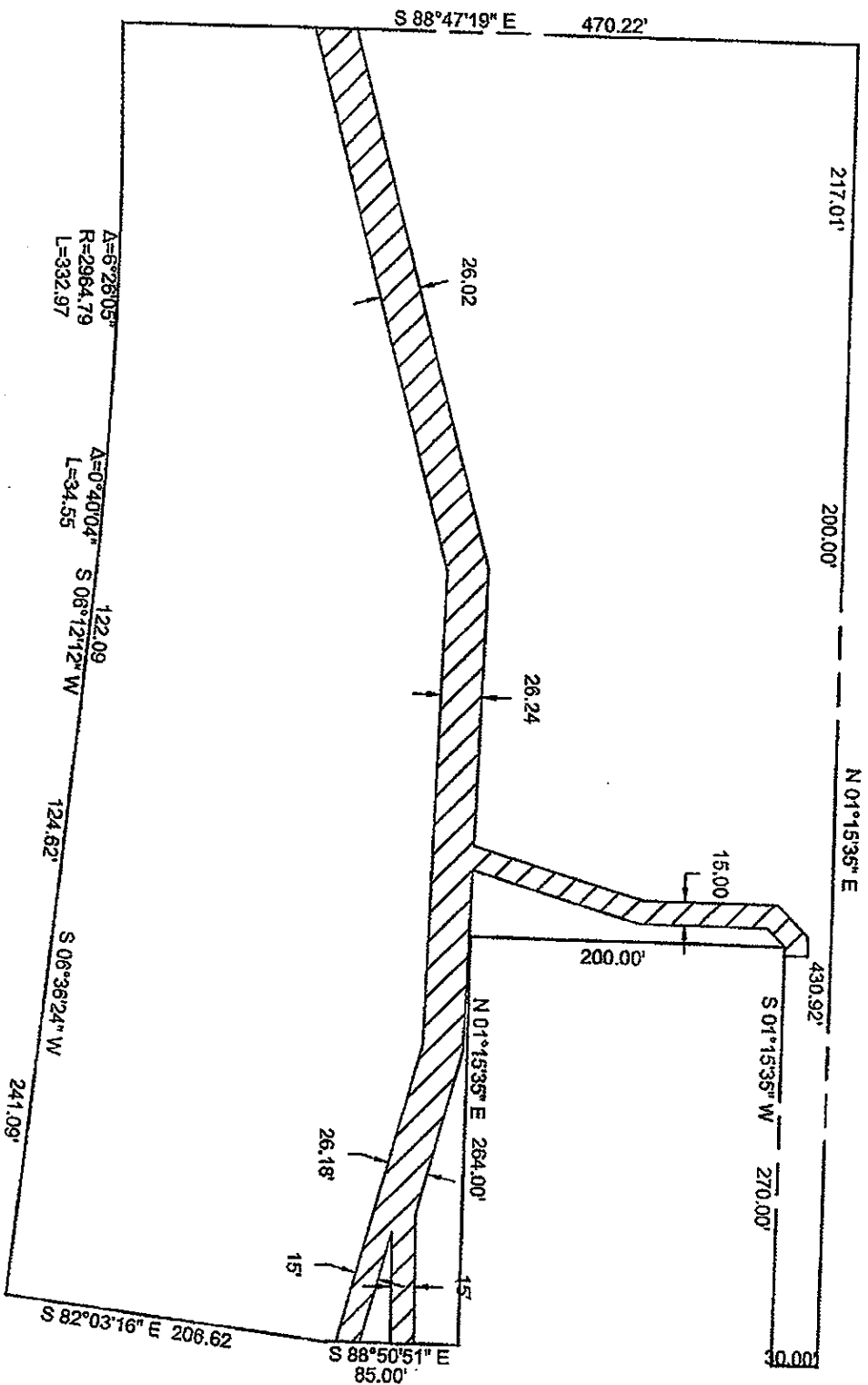


5/27/14

EXHIBIT D

**SKETCH OF UTILITIES FACILITIES AREA AND
MAINTENANCE EASEMENT AREA**

[See attached]



WATER AND SEWER EASEMENT

SCALE: 1" = 100'

WATER & SEWER EASEMENT
NEC SR305 & NE HIGH SCHOOL ROAD

BROWNE • WHEELER
 ENGINEERS, INC
 241 ERICKSEN AVENUE NE
 BAINBRIDGE ISLAND, WA 98110
 P 206.842.0605 INFO@BrowneWheeler.COM

AFTER RECORDING MAIL TO:

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

FIRST AMERICAN TITLE INS

201406180126

Easement Rec Fee: \$ 111.00

06/18/2014 02:34 PM

Walter Washington, Kitsap Co Auditor

Page: 1 of 40



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

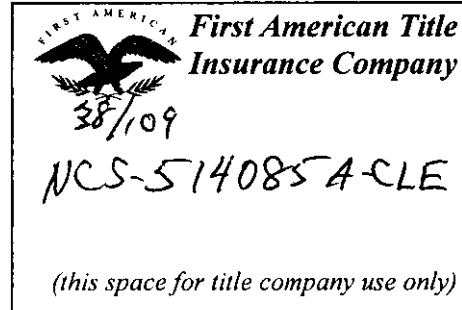
1. @ Reciprocal Easement Agreement

Reference Number(s) of Documents assigned or released:

@

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

- 1. @ Lawrence P. Knudsen, Kaye E.
Knudsen, Cartherine Lynn Clayton,
Trustee for the Catherine Lynn Clayton
Revocable Trust dated 1/11/93, as
Tenants in Common and VWA -
Bainbridge Island, LLC**



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

- 1. @ VWA - Bainbridge Island, LLC**

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)

- @ Ptns Sec 23, 25N, 02E, WM, SW qtr
Lots A & B, SP 3083, AFN 8309070094**

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

- @ APN: 232502-3-036-2000, 232502-3-026-2002, 232502-3-043-2001,
232502-3-030-2006, 232502-3-027-2001**

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

for Kimberly Campbell

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT (the "Agreement") is made and entered into this 16th day of June, 2014, by and between LAWRENCE P. KNUDSEN and KAYE E. KNUDSEN, husband and wife and CATHERINE LYNN CLAYTON, Trustee of the Catherine Lynn Clayton Revocable Trust dated January 11, 1993, as Tenants in Common (the "Parcel A Owner"), and VWA - BAINBRIDGE ISLAND, LLC, an Ohio limited liability company (the "Parcel B Owner").

RECITALS

- A. The Parcel A Owner is the owner of that certain real property situated in the City of Bainbridge Island, County of Kitsap, State of Washington, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Parcel A"). Parcel A is subject to a lease between the Parcel A Owner and ProBuild (defined below).
- B. The Parcel B Owner is the owner of that certain real property situated in the City of Bainbridge Island, County of Kitsap, State of Washington, more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference ("Parcel B").
- C. The Parcel B Owner intends to develop Parcel B for various medical, retail, and/or other commercial uses.
- D. Parcel B is presently subject to, and Parcel A (and/or ProBuild) is benefited by, each of (i) an access drive contained within Parcel B (the "Existing Access Drive"), pursuant to the Warranty Fulfillment Deed recorded on July 13, 1973 in Auditor's File No. 1066795 of the Kitsap County Recorder's Office (the "Existing Access Drive Easement"), (ii) an existing sign ("Existing Sign") and gate (the "Existing Gate") contained within Parcel B pursuant to the License Agreement For Sign and Gate dated as of January 14, 1989 and recorded May 12, 1989 in Auditor's File No. 8905120128 (Reel 498 FR 236) of the Kitsap County Recorder's Office (the "Existing License Agreement"), and (iii) underground electrical utility lines within Parcel B (the "Existing Electrical Utilities Facilities") pursuant to the Easement for Underground Electric System recorded July 13, 1973 in Auditor's File No. 1067270 of the Kitsap County Recorder's Office (the "Existing Electrical Utilities Facilities Easement"). (Each of the existing rights of the Parcel A Owner and/or ProBuild under each of the Existing Access Drive Easement, the Existing License Agreement, and the Existing Electrical Utilities Facilities Easement are collectively referred to herein as the "Existing Parcel A Rights").
- E. The parties hereto desire to impose certain easements upon the Parcels, release and terminate all of the Existing Parcel A Rights, and to establish certain

covenants, conditions and restrictions with respect to said Parcels, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, the Parcel A Owner and the Parcel B Owner hereby covenant and agree that the Parcels and all present and future owners and occupants of the Parcels shall be and hereby are subject to the terms, covenants, easements, restrictions and conditions hereinafter set forth in this Agreement, so that said Parcels shall be maintained, kept, sold and used in full compliance with and subject to this Agreement and, in connection therewith, the parties hereto on behalf of themselves and their respective successors and assigns covenant and agree as follows:

AGREEMENTS

1. **Definitions.** For purposes hereof:

(a) The term "Owner" or "Owners" shall mean the Parcel A Owner (as to Parcel A) and the Parcel B Owner (as to Parcel B) and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the real property covered hereby.

(b) The term "ProBuild" shall mean ProBuild Company LLC, a Delaware limited liability company.

(c) The term "Parcel" or "Parcels" shall mean each of Parcel A and/or Parcel B, and any future subdivisions thereof.

(d) The term "Permittees" shall mean ProBuild and all other tenant(s) or occupant(s) of a Parcel, and the respective employees, agents, contractors, customers, invitees and licensees of (i) the Owner of such Parcel, and/or (ii) ProBuild and such other tenant(s) or occupant(s).

(e) The term "Site Plan" shall mean that site plan of the Parcels attached hereto as Exhibit "C" and by reference made a part hereof.

(f) The term "Driveway" shall mean that driveway and related driveway improvements, paving, curbing, entrances and exits to be constructed by the Parcel B Owner in the location as shown on the Site Plan, and which is more particularly described on Exhibit "D" attached hereto.

2. **Easements.**

2.1 **Temporary Access Easement.** In connection with the intended development of Parcel B, the parties acknowledge that the Parcel B Owner shall, at its sole cost and expense, remove the Existing Access Drive; provided, however, that prior to the closure and removal of the Existing Access Drive, the

Parcel B Owner, at its sole cost and expense, shall provide temporary access for Parcel A within Parcel B providing access to and from NE High School Road and Parcel A, which temporary access shall be provided by the Parcel B Owner pursuant to either (i) a temporary access drive connecting the existing access drive within Parcel A to the then-completed portions of the Driveway (the "Temporary Driveway Connection") or (ii) a separate, temporary access drive (the "Temporary Access Drive") within Parcel B. Each of the Temporary Driveway Connection and the Temporary Access Drive shall be in a location and with a configuration as may be mutually acceptable to the Parcel B Owner and the Parcel A Owner. Materials used with respect to the Temporary Driveway Connection or the Temporary Access Drive shall be as may be mutually acceptable to the Parcel B Owner and Parcel A Owner, provided that to the extent necessary in connection with the development by the Parcel B Owner of Parcel B, the Parcel B Owner shall have the right to permit minor portions of the Temporary Access Drive and/or Temporary Driveway Connection to temporarily consist of gravel for a period not to exceed three (3) business days for any portion. The Parcel B Owner shall maintain each of the Temporary Driveway Connection and the Temporary Access Drive at its sole cost and expense.

Portions of the Temporary Access Drive and/or Temporary Driveway Connection may be temporarily relocated by the Parcel B Owner from time to time in connection with the Parcel B Owner's development of Parcel B, upon the prior written approval of the Parcel A Owner, which approval shall not be unreasonably withheld. Upon the completion by the Parcel B Owner of the Driveway in accordance with Section 2.2, the easement rights granted pursuant to this Section 2.1 shall terminate and be of no further force or effect.

2.2 Driveway Easement.

(a) Upon both (i) the completion by the Parcel B Owner of the Driveway and (ii) the confirmation by the Parcel A Owner of such completion, the Parcel B Owner hereby grants to the Parcel A Owner, and its Permittees, a perpetual and non-exclusive easement over, on, across, and through the area identified as the Driveway on Parcel B for the purpose of reasonable vehicular and pedestrian ingress, egress and access between Parcel A and NE High School Road.

(b) The Driveway shall be used and enjoyed by each Owner and its Permittees in such a manner so as not to interfere with, obstruct or delay the conduct and operations of the business of any other Owner or its Permittees at any time conducted on its Parcel, including, without limitation, public access to and from said business, and the receipt or delivery of merchandise in connection therewith. Notwithstanding any right granted to the Parcel A Owner (and its Permittees) herein to use the Driveway in common with the Parcel B Owner, (i) in no event shall the Parcel A Owner (or any of its Permittees) use the Driveway for any purpose other than for purposes of pedestrian and vehicular ingress and egress, and (ii) the rights reserved to the Parcel A Owner (and its Permittees)

herein to use the Driveway as permitted under this Agreement shall be solely for the benefit of Parcel A, and in no event shall the Parcel A Owner (or any of its Permittees) have the right to grant any other party any rights to use the Driveway.

2.3 Utilities Easements.

(a) In connection with the development of Parcel B, the Parcel B Owner shall, at its sole cost and expense, install and construct within the area described in Exhibit "E" attached hereto and as designated on the Site Plan as the "New Utilities Facilities Easement Area" new underground utilities facilities for purposes of transmission and/or distribution to Parcel A of the following utilities: (i) electricity, (ii) water, (iii) natural gas, (iv) telecommunications, (v) cable, and (vi) sanitary sewer (the "New Utilities Facilities"), and appurtenances thereto, including without limitation, underground conduits, pipelines, cables, communication lines, vaults, manholes, switches, transformers, and such other appurtenances necessary to properly install and construct the New Utilities Facilities. Water and sanitary sewer utilities shall meet capacity and sizing requirements to support future Parcel A potential development, to be confirmed by City of Bainbridge Island. Effective upon the substantial completion by the Parcel B Owner of the New Utilities Facilities, the Parcel B Owner hereby grants to the Parcel A Owner, and its Permittees, a perpetual and non-exclusive easement within the New Utilities Facilities Easement Area for the purposes of the construction, installation, use, maintenance, repair, replacement and removal of the New Utilities Facilities.

(b) During the development of Parcel B and the installation and construction of the New Utilities Facilities, the Parcel B Owner shall regularly advise the Parcel A Owner, and its Permittees, of the progress and development of the New Utilities Facilities. The Parcel B Owner shall not close or remove the Existing Electrical Utilities Facilities until such time that the New Utilities Facilities are complete and operational and Parcel B Owner has received confirmation by the Parcel A Owner of such completion.

2.4 Storm Sewer Easement.

(a) In connection with the development of Parcel B, the Parcel B Owner shall, at its sole cost and expense, (i) relocate, replace, and/or extend the existing storm sewer pipelines presently serving Parcel A and which are presently located upon Parcel B (such relocated, replaced, and/or extended storm sewer lines shall be referred to herein as the "Parcel A Storm Sewer Lines"), and (ii) cause the Parcel A Storm Sewer Lines to be connected to storm sewer lines to be constructed with sufficient capacity by Parcel B Owner within and serving Parcel B (the storm sewer lines to be contained within Parcel B and to which the Parcel A Storm Sewer Lines shall be connected by the Parcel B Owner shall be referred to herein as the "Shared Storm Sewer Lines"). The Parcel A Storm Sewer Lines and the Shared Storm Sewer Lines shall be located

on Parcel B in the areas depicted on the Site Plan. Notwithstanding anything to the contrary contained herein, in no event shall the Parcel A Owner have the right to alter or change the capacity of the Parcel A Storm Sewer Lines without the prior consent of the Parcel B Owner, which shall not be unreasonably withheld, conditioned, or delayed so long as the Parcel B Owner will not incur any additional costs in connection with such alteration or change.

(b) During the development of Parcel B and the installation and construction of the Parcel A Storm Sewer Lines and the Shared Storm Sewer Lines, (i) the Parcel B Owner shall regularly advise the Parcel A Owner, and its Permittees, of the progress and development of the Parcel A Storm Sewer Lines and the Shared Storm Sewer Lines, and (ii) in no event shall storm sewer service to Parcel A be interrupted during the performance of such work.

(c) The Parcel B Owner hereby grants to the Parcel A Owner a temporary non-exclusive easement for the existing Parcel A Storm Sewer Lines in the location in Parcel B of the existing Parcel A Storm Sewer Lines for purposes of using, maintaining, repairing, replacing, and/or removing the existing Parcel A Storm Sewer Lines. This temporary easement shall commence on the date of this Agreement and terminate upon completion by the Parcel B Owner of the Shared Storm Sewer Lines in accordance with Section 2.3(d) below.

(d) Upon the completion by the Parcel B Owner of the relocation, removal, and/or extension of the Parcel A Storm Sewer Lines and the Shared Storm Sewer Lines, and confirmation by the Parcel A Owner of such completion, the Parcel B Owner hereby grants to the Parcel A Owner, and its Permittees, a perpetual non-exclusive easement within the area described on Exhibit "F" attached hereto and as designated as the "Parcel A Storm Sewer Line Easement Area" on the Site Plan for the purposes of using, maintaining, repairing, replacing, and/or removing the Parcel A Storm Sewer Lines.

2.5 Sign Easement.

(a) In connection with the intended development of Parcel B, the Owners acknowledge that the Parcel B Owner shall, at its sole cost and expense, both (i) remove the Existing Sign, and (ii) install a monument sign/pylon sign (the "Monument Sign") for the benefit of both Parcel A and Parcel B. The Parcel B Owner hereby grants to the Parcel A Owner, and its successors and assigns, a perpetual and non-exclusive easement over Parcel B for the installation, operation, maintenance, repair, and/or replacement of one (i) sign panel on the Monument Sign, which sign panel shall be in a position on the Monument Sign as may be approved by the Parcel A Owner and the Parcel B Owner and shall be of a size which is no less than the size of any other panels located on the Monument Sign (the "Parcel A Sign Panel"), provided, however, the Parcel A Sign Panel shall be of a size and at a location on the Monument Sign that is satisfactory to the Parcel A Owner, and provided further that so long as ProBuild is a Permittee of the Parcel A Owner, the Parcel A Sign Panel shall be of a size

and at a location on the Monument Sign that is satisfactory to ProBuild. The location of the Monument Sign on Parcel B shall be mutually determined by the Owners. The rights granted to the Parcel A Owner herein shall be in common with any other rights granted by the Parcel B Owner to any other party, and the Parcel B Owner shall have the right to unilaterally execute and record an amendment to this Agreement setting forth the terms and conditions of the grant of any such rights, provided that in no event shall the rights granted herein to the Parcel A Owner be affected without the prior written consent of the Parcel A Owner, which consent may be withheld in its sole discretion.

(b) During the development of Parcel B and the installation and construction of the Monument Sign, the Parcel B Owner shall regularly advise the Parcel A Owner, and its Permittees, of the progress and development of the Monument Sign.

In connection with the Parcel B Owner's development of Parcel B, the Parcel B Owner shall have the right to remove the Existing Sign and provide a temporary replacement sign, in a location and with a configuration as permitted by applicable law, setting forth the name of ProBuild, upon the prior written approval of the Parcel A Owner.

2.6 Completion Schedule. The Parcel B Owner shall complete the construction, installation, and/or relocation of (a) the Driveway, the New Utilities Facilities, and the Shared Storm Sewer Lines on or before February 28, 2016, and (b) the Monument Sign on or before April 30, 2016.

2.7 Rights in Common. The rights granted to the Parcel A Owner (and its Permittees) herein shall be nonexclusive, and shall be in common with the Parcel B Owner (and its Permittees).

2.8 Release and Termination.

(a) Effective upon all of (i) the substantial completion by the Parcel B Owner of the Driveway to the extent that the Parcel A Owner (and ProBuild) have continuous access between Parcel A and NE High School Road, (ii) the confirmation by the Parcel A Owner of such substantial completion, and (iii) the granting of the required easement under Section 2.2(a), the Parcel A Owner hereby releases and terminates any and all rights, title, and interest of the Parcel A Owner in and to the Existing Access Drive Easement.

(b) Effective upon both (i) the substantial completion by the Parcel B Owner of the New Utilities Facilities and (ii) the confirmation by the Parcel A Owner of such substantial completion, the Parcel A Owner hereby releases and terminates any and all rights, title, and interest of the Parcel A Owner in and to the Existing Electrical Utilities Facilities Easement.

(c) Effective upon both (i) the substantial completion by the Parcel B Owner of the Monument Sign, and (ii) the confirmation by the Parcel A Owner of such substantial completion, the Parcel A Owner hereby releases and terminates any and all rights, title, and interest of the Parcel A Owner in and to the Existing License Agreement.

(d) Upon the release and termination of all of the Existing Parcel A Rights, the Parcel A Owner shall also be deemed to have released and terminated any and all other rights, title, and interest of the Parcel A Owner in and to any and all other agreements, instruments, easements, licenses, or other rights, whether created by agreement or instrument and/or existing pursuant to law or otherwise (whether by prescriptive right, adverse possession, or otherwise), with respect to Parcel B, except for the easements and rights created pursuant to this Agreement.

(e) Within thirty (30) days after request therefor by the Parcel B Owner, the Parcel A Owner shall execute, acknowledge, and deliver any and all additional agreements or instruments as may be reasonably requested by the Parcel B Owner to evidence such release and termination.

2.9 Exercise of Rights. Except in the event of any emergency, the exercise of any rights granted by the Parcel B Owner to the Parcel A Owner under Sections 2.2 – 2.5 may be performed by the Parcel A Owner (and/or its Permittees) only after thirty (30) days advance notice to the Parcel B Owner (and its Permittees) of the intended exercise of such rights (and in the event of an emergency, such rights may be exercised upon giving such advance notice as is reasonably practicable under the circumstances). All such rights shall be exercised in a manner that causes as little disturbance to the Parcel B Owner (and its Permittees) as may be reasonably practicable under the circumstances, and any and all portions of the surface area of any property within the portion of Parcel B which may have been excavated, damaged, or otherwise disturbed in connection with the exercise of such rights shall be restored at the sole cost and expense of the Parcel A Owner to essentially the same condition as the same were in prior to the exercise of such rights (provided that, with respect to any pavement which was affected by the exercise of such rights, patched pavement shall be an acceptable "restoration" herein).

3. Maintenance.

3.1 Parcel B Owner Obligations. The Parcel B Owner shall maintain the Driveway, the Shared Storm Sewer Lines, and the Monument Sign (the "Facilities") in good order, condition and repair, including the maintenance, repair, and/or replacement of the surface of the Driveway, removing all paper, debris and other refuse, to the extent necessary to maintain the Facilities in a clean, safe, and orderly condition, and in the event of any damage to or destruction of all or any portion of the Facilities, the repair and restoration of the Facilities to the condition existing prior to such damage or destruction.

3.2 Obligations of Parcel A Owner. The Parcel A Owner shall maintain the New Utilities Facilities, the Parcel A Storm Sewer Lines and the Parcel A Sign Panel in good order, condition, and repair, and its sole cost and expense.

4. Indemnity; Insurance.

4.1 Indemnification. Each Owner (the "Indemnifying Owner") shall indemnify and save harmless the other Owner (and its Permittees) (the "Indemnified Owner Parties") from and against any and all liabilities, damages, penalties or judgments, any and all actions, suits, proceedings, claims, demands, assessments, costs and expenses (including reasonable attorneys' fees and costs) incurred in enforcing this indemnity, arising from injury to person or property sustained by anyone resulting from the negligent, intentional or willful acts of the Indemnifying Owner, except to the extent any such loss arises from the negligent, intentional or willful acts of the Indemnified Owner Parties. The Indemnifying Owner shall, at its own cost and expense, defend any and all suits or actions, just or unjust, which may be brought against the Indemnified Owner Parties or in which the Indemnified Owner Parties may be included with others upon any such above-mentioned matter, claim or claims, except for those arising from the negligent, intentional or willful acts of the Indemnified Owner Parties.

In no event shall any Owner be responsible for any losses, injury, or damages arising from any event or circumstance other than those caused by the negligent, intentional or the wilful acts of the Indemnifying Owner.

4.2 Insurance. Throughout the term of this Agreement, each Owner shall procure and maintain, or cause to be procured and maintained, general and/or comprehensive public liability and property damage insurance against claims for personal injury (including contractual liability arising under the indemnity contained in Section 4.1 below), death, or property damage occurring upon Parcel B, with single limit coverage of not less than an aggregate of \$3,000,000, and naming each other Owner as additional insureds. In addition, any Owner may satisfy this insurance requirement by (i) providing proof of coverage from a general comprehensive policy with coverage of \$2,000,000 and from an umbrella/excess liability policy with \$1,000,000 of coverage, or (ii) providing evidence that (1) any Permittees of such Owner's Parcel maintains such required insurance or (2) that any Permittee has elected to self-insure and/or to carry the insurance required hereunder under master or blanket policies of insurance.

5. Subdivision of Parcel B. The parties acknowledge that, in connection with the Parcel B Owner's intended development of Parcel B, the Parcel B Owner may subdivide Parcel B into separate Parcels. In such event, each of such separate Parcels shall have the benefits of and be burdened by the terms and conditions of this Agreement to the extent, such terms and conditions are applicable to such Parcel. The owner of each such subdivided Parcel shall become an "Owner" for

purposes of this Agreement and shall have the same rights and obligations of the Parcel B Owner hereunder with respect to such Owner's subdivided Parcel of Parcel B, provided, however, each Owner of a subdivided Parcel of Parcel B shall be responsible for its Proportionate Share of the costs and expenses required to be borne by the Parcel B Owner under this Agreement, including without limitation the costs and expenses of maintenance of the Facilities in accordance with Section 3 of this Agreement. For purposes of this Section 5, "Proportionate Share" shall mean a fraction the numerator of which is the total square footage of all buildings located on such Owner's Parcel, and the denominator of which is the total square footage of all buildings located on Parcel B.

Notwithstanding the foregoing, the Owner(s) of Parcel B shall have the right to designate a third party manager for purposes of performing the obligations of the Parcel B Owner under this Agreement with respect to the maintenance of the Facilities, provided that in no event shall any Owner herein be released from its obligations notwithstanding any such designation.

6. No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of Parcel A or Parcel B. No easements, except those expressly set forth in Section 2, shall be implied by this Agreement.

7. Remedies and Enforcement.

7.1 All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants, restrictions or conditions hereof which is not cured within thirty (30) days following written notice thereof by an Owner (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting Owner commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), the other Owner(s) shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, the payment of any amounts due and/or specific performance.

7.2 Self-Help. In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner to cure a breach of this Agreement as required under Section 7.1 above, any Owner shall have the right to perform such obligation contained in this Agreement on behalf of such defaulting Owner and be reimbursed by such defaulting Owner upon demand for the reasonable costs thereof together with interest at the prime rate charged from time to time by KeyBank National Association (its successors or assigns), plus two percent (2%) (not to exceed the maximum rate of interest allowed by law).

7.3 Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

7.4 No Termination For Breach. No breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Parcel made in good faith for value. Any mortgagee of any Parcel shall have the right, within the time period set forth above, after receipt of notice thereof, to cure any default of any Owner.

8. Term. The easements, covenants, conditions and restrictions contained in this Agreement shall be effective commencing on the date of recordation of this Agreement in the office of the Kitsap County Recorder and shall remain in full force and effect thereafter in perpetuity, unless this Agreement is modified, amended, canceled or terminated by the written consent of all then record Owners of Parcel A and Parcel B in accordance with Section 10.2 hereof.
9. Eminent Domain. In the event that the whole or any portion of the Facilities shall be taken by right of eminent domain, the entire award for the value of the land and improvements so taken shall belong to the Parcel B Owner (and/or its mortgagees and/or Permittees, as their interests may appear) except to the extent any portion of the award is attributable to the rights granted to the Parcel A Owner. Any Owner of any other Parcel which is not the subject of such taking may file a collateral claim with the condemning authority to the extent of any damage suffered by such other Owner (e.g., loss of easement rights). In the event of any partial taking, the Parcel B Owner shall restore and/or relocate the Facilities, as nearly as possible to the condition existing prior to such taking, without any obligation to expend any sum in excess of the net award (after payment of all costs) received as a result of such taking.
10. Miscellaneous.
 - 10.1 Attorneys' Fees. In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.
 - 10.2 Amendment. The parties agree that, except as otherwise expressly set forth in this Agreement, the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of Parcel A and Parcel B, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the official records of the County Recorder of Kitsap County, Washington.

10.3 Consents. Wherever in this Agreement the consent or approval of an Owner is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed. Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. If a response to such request is not received within thirty (30) days after delivery thereof to any Owner (or such other time period as may be expressly set forth in this Agreement), then the Owner submitting such request may deliver a second written notice requesting such approval, which second notice shall include a copy of the first notice and shall contain a notice in bold typed face in all capital letters providing as follows: "WARNING: YOUR RESPONSE TO THE ENCLOSED REQUEST IS REQUIRED WITHIN THIRTY (30) DAYS AFTER THE DATE OF THIS REQUEST, AND IF SUCH RESPONSE IS NOT RECEIVED WITHIN SUCH THIRTY (30) DAY PERIOD, YOUR CONSENT TO THE MATTERS SET FORTH BELOW SHALL BE DEEMED GIVEN". If the requesting Owner shall have delivered such second (2nd) written notice as required herein, then if the Owner to whom such request is directed does not respond within five (5) days thereafter, such request shall be deemed to have been approved and consented to.

10.4 No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

10.5 No Agency. Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

10.6 Title. The Parcel B Owner owns and has good and marketable fee simple title to Parcel B, free and clear of all liens of every kind and nature which would adversely affect the rights granted herein and/or the performance of any obligations required to be performed herein. There are no mortgages or deeds of trust covering Parcel B and which have priority over this Agreement.

10.7 Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

10.8 Grantee's Acceptance. The grantee of any Parcel or any portion thereof, by acceptance of a deed conveying title thereto, shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent,

and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

10.9 Separability. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement.

10.10 Entire Agreement. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

10.11 Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery together with email notice. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other party. The notice addresses of the Parcel A Owner and, the Parcel B Owner are as follows:

Parcel A Owner: Lawrence P. Knudsen and Kaye E. Knudsen, H & W;
1791 SE Lynch Road, Shelton, WA 98584-7223
(360) 426-4502 Email: lpkek@msn.com

AND: Catherine Lynn Clayton, Trustee
Catherine Lynn Clayton Revocable Trust
44404 Royal Latham Drive, Indio, CA 92201
(760)345-2779 Email: lynnclayton@dc.rr.com

AND COPY TO: Richard T. Hoss, WSBA No. 12976
Hoss & Wilson-Hoss, LLP
236 W. Birch St, Shelton, WA 98584
(360) 426-2999 Email: rhoss@hctc.com

Parcel B Owner: Visconsi - _____ Group, Ltd.
c/o Visconsi Companies, Ltd.
30050 Chagrin Boulevard, Suite 360
Pepper Pike, Ohio 44124

ProBuild: ProBuild Company LLC
7595 Technology Way, Suite 500
Denver, CO 80237
Attention: Matt Lascola
Email: matt.lascola@probuild.com

10.12 Estoppel Certificates. Each Owner, within thirty (30) day of its receipt of a written request from the other Owner(s), shall from time to time provide the requesting Owner, a certificate binding upon such Owner stating: (a) to the best of such Owner's knowledge, whether any party to this Agreement is in default or violation of this Agreement and if so identifying such default or violation; (b) that this Agreement is in full force and effect and identifying any amendments to the Agreement as of the date of such certificate; and (c) such other reasonable matters as may be requested with respect to this Agreement.

10.13 Bankruptcy. In the event of any bankruptcy affecting any Owner or occupant of any Parcel, the parties agree that this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

10.14 Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but all of which when taken together shall constitute one and the same instrument.

10.15 Excusable Delays. Whenever performance is required of any party hereunder, such party shall use commercially reasonable and good faith efforts faith to perform; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God, adverse or inclement weather, war, civil commotion, riots, strikes, picketing or other labor disputes, unavailability of labor or materials, damage to work in progress by reason of fire or other casualty, or any cause beyond the reasonable control of such party, then the time for performance as herein specified shall be appropriately extended by the amount of the delay actually so caused. The provisions of this section shall not operate to excuse any party from the prompt payment of any monies required by this Agreement.

10.16 Limitation of Liability. In no event shall any Owner (including the officers, directors, shareholders, members, partners, or agents thereof) have any personal liability with respect to any of the terms, covenants, conditions or provisions of this Agreement. In the event of any default by any Owner, any non-defaulting Owner shall look solely to the interest of such defaulting Owner in the defaulting Owner's Parcel for the satisfaction of each and every remedy of the non-defaulting Owner, provided that the foregoing shall not limit or prejudice the right of any non-defaulting Owner to pursue equitable relief and/or to recover from another Owner all sums required as a result of such Owner's self-insurance of its insurance obligations under Section 4.2 above. In addition, such person shall be bound by this Agreement only during the period such person is the fee or leasehold owner of such Parcel or portion of the Parcel; and, upon conveyance or transfer of the fee or leasehold interest shall be released from liability hereunder, except as to the obligations, liabilities or responsibilities that accrue prior to such conveyance or transfer.

10.17 Governing Law. The terms and conditions of this Agreement shall be subject to, and determined in accordance with, the laws of the State of Washington.

10.18 Assignment. Upon any conveyance by any Owner of its Parcel (or any portion thereof), this Agreement shall be deemed automatically assigned to, and assumed by, the successor Owner of such Parcel (or a portion thereof). Each Owner shall have the right to transfer or convey its Parcel (or any portion thereof) without the prior consent of any other Owner, but upon any such transfer or conveyance, such Owner shall record an amendment to this Agreement reflecting such transfer or conveyance.

11. **ProBuild Joinder.** ProBuild Company LLC, a Delaware limited liability company and successor-in-interest to Lumbermen's of Washington, Inc., as licensee under the Existing License Agreement and a Permittee of Parcel A, joins, executes, and delivers this Agreement for the sole purpose of acknowledging its consent thereto and releasing and terminating all of its right, title, and interest in and to each of (i) the Existing Parcel A Rights and (ii) the rights which it presently may have with respect to Parcel B as set forth in the Existing License Agreement, which release and termination shall be effective as of the effective date of release and termination of such rights (and/or of any of such rights) by the Parcel A Owner as set forth in Section 2.8 above. Within ten (10) days after request therefor by the Parcel B Owner, ProBuild shall execute, acknowledge and deliver any and all additional agreements or instruments as may be reasonably requested by the Parcel B Owner to evidence such release and termination. In exchange for such release and termination, so long as ProBuild continues to be a Permittee of Parcel A, each of the Owners agree and acknowledge that (a) any consent, approval, acknowledgment, or confirmation required of the Parcel A Owner under this Agreement shall also be required of ProBuild, and (b) the rights of the Parcel A Owner under this Agreement shall not be amended or modified without the prior written consent of ProBuild, which may be withheld in ProBuild's sole discretion, and which consent shall be subject to the same terms and conditions as set forth in this Agreement which are applicable to the grant of such consent by the Parcel A Owner (including without limitation Section 10.3 above). At such time that ProBuild is no longer a Permittee of Parcel A, ProBuild shall, at the request of either Owner, execute, deliver, and record an acknowledgement and confirmation that ProBuild is no longer a Permittee of Parcel A.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

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

VWA – BAINBRIDGE ISLAND, LLC
An Ohio Limited Liability Company:

By: Dominic A. Visconsi, Jr. Its: CO-MANAGER
Printed Name: _____

LAWRENCE P. KNUDSEN and KAYE K. KNUDSEN, husband and wife; and
CATHERINE LYNN CLAYTON, Trustee of The Catherine Lynn Clayton
Revocable Trust dated January 11, 1993; as TENANTS IN COMMON

KNUDSEN:

By: _____ By: _____
Lawrence P. Knudsen Kaye K. Knudsen

CATHERINE LYNN CLAYTON REVOCABLE TRUST
Dated January 11, 1993:

By: _____
Catherine Lynn Clayton, Trustee

JOINED BY:

PROBUILD COMPANY LLC
A Delaware Limited Liability Company

By: _____ Its: _____
Printed Name: _____

STATE OF OHIO)

COUNTY OF)

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

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



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

Francine M. Lotarski
Notary Public in and for the
State of Ohio

My Commission Expires: 07/21/2017

[Seal]

STATE OF _____)

COUNTY OF _____)

) ss.

This is to certify that on this _____ day of _____, 2014, before me, the undersigned Notary Public, personally appeared, **LAWRENCE P. KNUDSEN**, to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

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

Notary Public in and for the
State of _____

My Commission Expires: _____

[Seal]

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

VISCONSI-_____ GROUP, LTD
An Ohio Limited Liability Company:

By: _____ Its: _____

Printed Name: _____

LAWRENCE P. KNUDSEN and KAYE K. KNUDSEN, husband and wife; and
CATHERINE LYNN CLAYTON, Trustee of The Catherine Lynn Clayton
Revocable Trust dated January 11, 1993; as TENANTS IN COMMON

KNUDSEN:

By: _____ By: _____
Lawrence P. Knudsen Kaye K. Knudsen

CATHERINE LYNN CLAYTON REVOCABLE TRUST
Dated January 11, 1993:

By: _____
Catherine Lynn Clayton, Trustee

JOINED BY:

PROBUILD COMPANY LLC
A Delaware Limited Liability Company

By: Matt Lasca Its: DIRECTOR OF REAL ESTATE

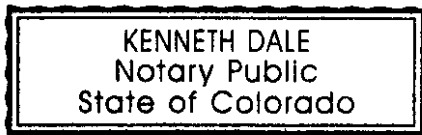
Printed Name: MATT LASCAA

- Exhibit "A" - Legal Description of Parcel A.
- Exhibit "B" - Legal Description of Parcel B.
- Exhibit "C" - Site Plan.
- Exhibit "D" - Legal Description of the Driveway.
- Exhibit "E" - Legal Description of New Utilities Facilities Easement Area.
- Exhibit "F" - Legal Description of Parcel A Storm Sewer Line Easement Area.

STATE OF Colorado)
COUNTY OF Denver) ss.

This is to certify that on this 27th day of February, 2014, before me, the undersigned Notary Public, personally appeared, Matt LaScola, the Director of Real Estate of **PROBUILD COMPANY, LLC**, a Delaware Limited Liability Company, to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

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



My Commission Expires January 04, 2016

[Seal]

Kenneth P. Dale
Notary Public in and for the
State of Colorado

My Commission Expires: 1-4-2016

Exhibit "A"

Legal Description of Parcel A

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

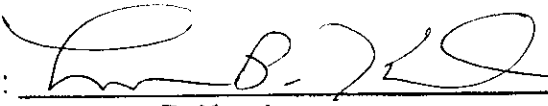
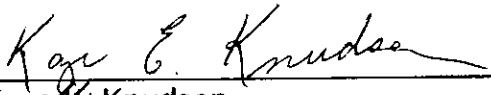
VISCONSI-_____ GROUP, LTD
An Ohio Limited Liability Company:

By: _____ Its: _____


Printed Name: _____

**LAWRENCE P. KNUDSEN and KAYE K. KNUDSEN, husband and wife; and
CATHERINE LYNN CLAYTON, Trustee of The Catherine Lynn Clayton
Revocable Trust dated January 11, 1993; as TENANTS IN COMMON**

KNUDSEN:

By:  By: 
Lawrence P. Knudsen Kaye K. Knudsen
E.

CATHERINE LYNN CLAYTON REVOCABLE TRUST
Dated January 11, 1993:

By: 
Catherine Lynn Clayton, Trustee

JOINED BY:

PROBUILD COMPANY LLC
A Delaware Limited Liability Company

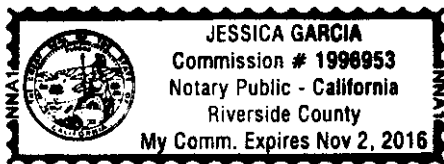
By: _____ Its: _____

Printed Name: _____

STATE OF California)
COUNTY OF Riverside) ss.

This is to certify that on this 20th day of February, 2014, before me, the undersigned Notary Public, personally appeared, **KAYE K. KNUDSEN**, to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

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



[Seal]

Notary Public in and for the
State of California

My Commission Expires: Nov 2, 2016

STATE OF California)
COUNTY OF Riverside) ss.

This is to certify that on this 20th day of February, 2014, before me, the undersigned Notary Public, personally appeared, **CATHERINE LYNN CLAYTON**, Trustee of the Catherine Lynn Clayton Revocable Trust dated January 11, 1993, to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

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



[Seal]

Notary Public in and for the
State of California

My Commission Expires: Nov 2, 2016

STATE OF OHIO)
)
COUNTY OF _____)

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

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

Notary Public in and for the
State of _____

My Commission Expires: _____

[Seal]

STATE OF California)
) ss.
COUNTY OF Riverside)

This is to certify that on this 20th day of February, 2014, before me, the undersigned Notary Public, personally appeared, **LAWRENCE P. KNUDSEN**, to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

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

Notary Public in and for the
State of California

My Commission Expires: Nov 2, 2016

[Seal]

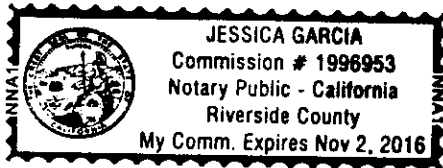
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of RiversideOn Feb 26, 2014 before me, Jessica Garcia, Notary Publicpersonally appeared Kaye K. Knudsen, Catherine,Lynn Clayton and Lawrence P. Knudsen

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature: [Signature]

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Individual☐ Partner — Limited General☐ Attorney in Fact☐ Trustee☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Individual☐ Partner — Limited General☐ Attorney in Fact☐ Trustee☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Exhibit "A"

Legal Description of Parcel A

EXHIBIT A**PROBULD PARCEL LEGAL DESCRIPTION
(PARCEL A)**Parcel 1

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

Beginning at the South quarter corner of said Section 23;
 Thence along the South line thereof, North 88°50'57" West 659.38 feet to the Southeast corner of the Southwest quarter of the Southeast quarter of the Southwest quarter;
 Thence North 01°16'50" East 1321.54 feet to the Northeast corner of the Northwest quarter of the Southeast quarter of the Southwest quarter and the True Point of Beginning;
 Thence North 88°46'49" West 196.26 feet;
 Thence South 01°16'50" West 443.92 feet;
 Thence South 88°46'49" East 196.26 feet;
 Thence North 01°16'50" East 443.92 feet to the True Point of Beginning.

Parcel 2

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

Beginning at the South quarter corner of said Section;
 Thence along the South line of said Section, North 88°50'57" West 659.38 feet;
 Thence North 01°16'50" East 1321.54 feet to the Northeast corner of said Northwest quarter of the Southeast quarter of the Southwest quarter;
 Thence along the North line of said subdivision, North 88°46'49" West, 196.26 feet to the True Point of Beginning;
 Thence continuing North 88°46'49" West 325.85 feet to the Easterly right of way of Highway No. 305;
 Thence Southerly along said right of way on a curve to the right the center of which bears South 80°19'33" West 2965 feet, an arc distance of 447.38 feet;
 Thence leaving said right of way, South 88°46'49" East 274.23 feet;
 Thence North 01°16'40" East 443.92 feet to the True Point of Beginning.

Exhibit "B"

Legal Description of Parcel B

ADAM & GOLDSWORTHY, INC.
LAND SURVEYORS

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

1015 NE HOSTMARK STREET, #103
POULSBRO, WA 98370
(360) 779-4298 • (206) 842-9598
FAX (360) 779-4213
WWW.AGOLS.COM

EXHIBIT B

**VISCONSI PROPERTY LEGAL DESCRIPTION
(PARCEL B)**

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

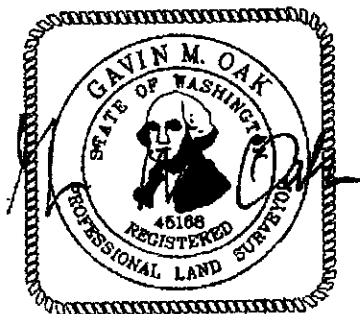
Beginning at the South quarter corner of said Section 23;
Thence along the South line of said Section 23, North 88°50'51" West 659.40 feet to the Southeast corner of the Southwest quarter of the Southeast quarter of the Southwest quarter of said Section 23;
Thence leaving said South line and along the East line of the West one-half of the Southeast quarter of the Southwest quarter of said Section 23, North 01°15'35" East 30.00 feet to the North right of way of NE High School Road and the True Point of Beginning;
Thence continuing along said East line, North 01°15'35" East 887.93 feet to the South line of the North 443.92 feet of said Northwest quarter of the Southeast quarter of the Southwest quarter;
Thence along said North line, North 88°47'19" West 470.22 feet to the East right of way of State Highway 305;
Thence Southerly along said right of way on a 2964.79 foot radius curve to the right, the center of which bears South 88°58'19" West through a central angle of 06°26'05", an arc distance of 332.97 feet;
Thence continuing Southerly on said right of way on a decreasing offset spiral curve to the right, a resultant spiral chord of South 06°12'12" West 122.09 feet;
Thence continuing on said right of way, South 06°36'24" West 365.71 feet to the said North right of way of NE High School Road;
Thence along said North right of way, South 82°03'16" East 206.62 feet;
Thence continuing along said North right of way, North 01°15'35" East 0.44 feet;

Page 2

Exhibit B – Visconsi Property Legal Description (Parcel B)

continued

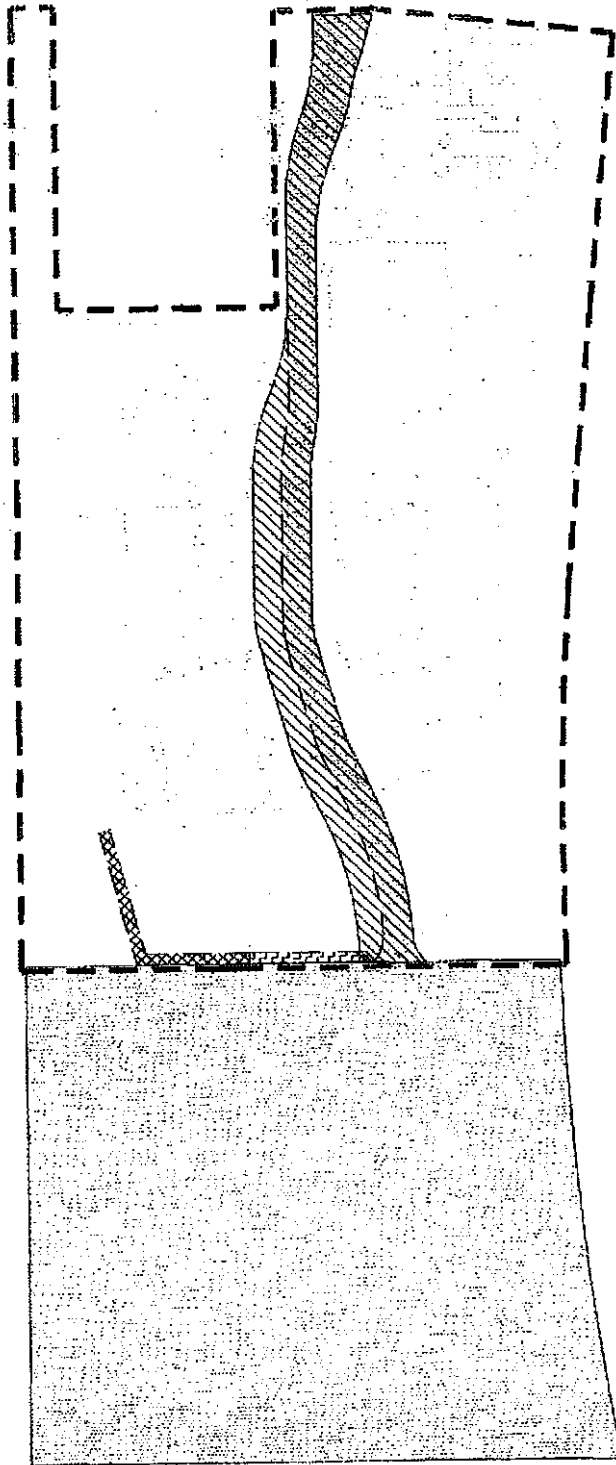
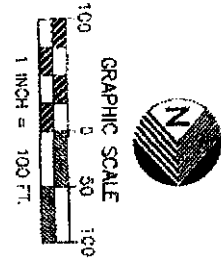
Thence continuing along said North right of way, South 88°50'51" East 85.00 feet;
Thence leaving said North right of way, North 01°15'35" East 264.00 feet;
Thence South 88°50'51" East 200.00 feet;
Thence South 01°15'35" West 270.00 feet to the said North right of way;
Thence along said North right of way, South 88°50'51" East 30.00 feet to the True Point of Beginning.



2/11/14

Exhibit "C"

Site Plan



LEGEND	
	- PARCEL A
	- PARCEL B
	- DRIVEWAY
	- NEW UTILITIES FACILITIES
	- EASEMENT AREA
	- PARCEL A STORM SEWER LINES
	- SHARED STORM SEWER LINES

SHEET NO.
EX-C

PROJECT NO.: 9811 EX-C
 Dwg NAME: 9811 EX-C
 Dwg SCALE: 1"=100'
 DRAWN BY: SAI
 CHECKED BY: SAI
 DATE DRAWN: 11/20/13
 REVISION:

SITE PLAN
EXHIBIT C
 NEC SR 305 & NE HIGH SCHOOL ROAD
 BAINBRIDGE, WA



Exhibit "D"

Legal Description of Driveway

ADAM & GOLDSWORTHY, INC.
LAND SURVEYORS

MARC R. ADAM, PLS
JAMES R. GOLDSWORTHY, PLS, CFEDS
CANDYCE J. KOREMO
GAVIN M. OAK, PLS, CFEDS

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

EXHIBIT D

DRIVEWAY LEGAL DESCRIPTION

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

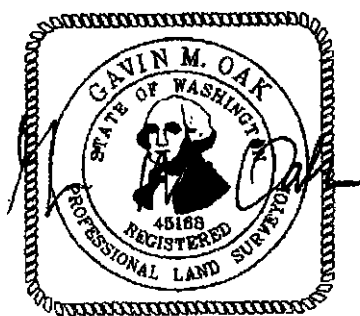
Beginning at the South quarter corner of said Section 23;
Thence along the South line of said Section 23, North 88°50'51" West 972.26 feet;
Thence North 01°09'09" East 36.00 feet to the North right of way of NE High School Road and the True Point of Beginning;
Thence North 17°01'35" East 63.41 feet;
Thence North 13°35'27" East 16.28 feet;
Thence Northerly on a 180.00 foot radius curve to the right, the center of which bears South 76°24'33" East, through a central angle of 09°00'34", an arc distance of 28.30 feet;
Thence North 22°36'01" East 15.70 feet;
Thence Northerly on a 250.00 foot radius curve to the left, the center of which bears North 67°23'59" West through a central angle of 21°26'52", an arc distance of 93.58 feet;
Thence North 01°09'09" East 129.77 feet;
Thence Northerly on a 226.00 foot radius curve to the right, the center of which bears South 88°50'51" East through a central angle of 11°33'04", an arc distance of 45.56 feet;
Thence continuing North on a 169.00 foot radius curve to the left, the center of which bears North 77°17'47" West through a central angle of 11°33'04", an arc distance of 34.07 feet;
Thence North 01°09'09" East 114.11 feet;
Thence Northerly on a 100.00 foot radius curve to the left, the center of which bears North 88°50'51" West, through a central angle of 16°00'00", an arc distance of 27.93 feet;
Thence North 14°50'51" West 81.94 feet;
Thence Northerly on a 44.00 foot radius curve to the left, the center of which bears South 75°09'09" West, through a central angle of 09°43'33", an arc distance of 7.47 feet;
Thence North 24°34'24" West 51.34 feet;
Thence Northerly on a 350.00 foot radius curve to the right, the center of which bears North 65°25'36" East through a central angle of 21°53'41", an arc distance of 133.75 feet;
Thence Northerly on a 30.00 foot radius curve to the left, the center of which bears South 87°19'17" West through a central angle of 47°03'41", an arc distance of 24.64 feet to the South line of the North 443.92 feet of the Northwest quarter of the Southeast quarter of the Southwest quarter of said Section 23;

Page 2

Exhibit D – Driveway Legal Description

continued

Thence along said South line South $88^{\circ}47'19''$ East 46.53 feet;
 Thence leaving said South line, Southerly on a 40.00 foot radius curve to the left, the center of which bears South $49^{\circ}42'36''$ East through a central angle of $44^{\circ}40'31''$, an arc distance of 31.19 feet;
 Thence Southerly on a 324.00 foot radius curve to the left the center of which bears North $85^{\circ}36'53''$ East through a central angle of $20^{\circ}11'17''$, an arc distance of 114.16 feet
 Thence South $24^{\circ}34'24''$ East 51.34 feet;
 Thence Southerly on a 70.00 foot radius curve to the right, the center of which bears South $65^{\circ}25'36''$ West, through a central angle of $09^{\circ}43'33''$, an arc distance of 11.88 feet;
 Thence South $14^{\circ}50'51''$ East 81.94 feet;
 Thence Southerly on a 126.00 foot radius curve to the right, the center of which bears South $75^{\circ}09'09''$ West through a central angle of $16^{\circ}00'00''$, an arc distance of 35.19 feet;
 Thence South $01^{\circ}09'09''$ West 114.11 feet;
 Thence Southerly on a 195.00 foot radius curve to the right, the center of which bears North $88^{\circ}50'51''$ West, through a central angle of $11^{\circ}33'04''$, an arc distance of 39.31 feet;
 Thence Southerly on a 200.00 foot radius curve to the left, the center of which bears South $77^{\circ}17'47''$ East through a central angle of $11^{\circ}33'04''$, an arc distance of 40.32 feet;
 Thence South $01^{\circ}09'09''$ West 171.25 feet;
 Thence Southerly on a 215.00 foot radius curve to the right, the center of which bears North $88^{\circ}50'51''$ West, through a central angle of $20^{\circ}56'57''$, an arc distance of 78.61 feet;
 Thence Southerly on a 181.50 foot radius curve to the left, the center of which bears South $67^{\circ}53'55''$ East through a central angle of $20^{\circ}56'57''$, an arc distance of 66.36 feet;
 Thence South $01^{\circ}09'09''$ West 26.71 feet to said North right of way of NE High School Road;
 Thence along said right of way, North $88^{\circ}50'51''$ West 51.93 feet to the True Point of Beginning.



2/11/14

Exhibit "E"

Legal Description of New Utilities Facilities Easement Area

ADAM & GOLDSWORTHY, INC.
LAND SURVEYORS

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

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

EXHIBIT E

NEW UTILITIES FACILITIES EASEMENT AREA LEGAL DESCRIPTION

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

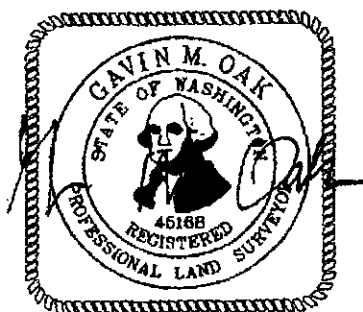
Beginning at the South quarter corner of said Section 23;
Thence along the South line of said Section 23, North 88°50'51" West 972.26 feet;
Thence North 01°09'09" East 36.00 feet to the North right of way of NE High School Road and the True Point of Beginning;
Thence North 17°01'35" East 63.41 feet;
Thence North 13°35'27" East 16.28 feet;
Thence Northerly on a 180.00 foot radius curve to the right, the center of which bears South 76°24'33" East, through a central angle of 09°00'34", an arc distance of 28.30 feet;
Thence North 22°36'01" East 15.70 feet;
Thence Northerly on a 250.00 foot radius curve to the left, the center of which bears North 67°23'59" West through a central angle of 21°26'52", an arc distance of 93.58 feet;
Thence North 01°09'09" East 129.77 feet;
Thence Northerly on a 226.00 foot radius curve to the right, the center of which bears South 88°50'51" East through a central angle of 11°33'04", an arc distance of 45.56 feet;
Thence continuing North on a 169.00 foot radius curve to the left, the center of which bears North 77°17'47" West through a central angle of 11°33'04", an arc distance of 34.07 feet;
Thence North 01°09'09" East 114.11 feet;
Thence Northerly on a 100.00 foot radius curve to the left, the center of which bears North 88°50'51" West, through a central angle of 16°00'00", an arc distance of 27.93 feet;
Thence North 14°50'51" West 81.94 feet;
Thence Northerly on a 44.00 foot radius curve to the left, the center of which bears South 75°09'09" West, through a central angle of 09°43'33", an arc distance of 7.47 feet;
Thence North 24°34'24" West 51.34 feet;
Thence Northerly on a 350.00 foot radius curve to the right, the center of which bears North 65°25'36" East through a central angle of 21°53'41", an arc distance of 133.75 feet;
Thence Northerly on a 30.00 foot radius curve to the left, the center of which bears South 87°19'17" West through a central angle of 47°03'41", an arc distance of 24.64 feet to the South line of the North 443.92 feet of the Northwest quarter of the Southeast quarter of the Southwest quarter of said Section 23;

Page 2

Exhibit E – New Utilities Facilities Easement Area Legal Description

continued

Thence along said South line, South 88°47'19" East 58.74 feet;
 Thence leaving said South line, Southerly on a 301.50 foot radius curve to the left, the center of which bears South 89°15'37" East through a central angle of 25°18'47", an arc distance of 133.20 feet;
 Thence South 24°34'24" East 51.34 feet;
 Thence Southerly on a 92.50 foot radius curve to the right the center of which bears South 65°25'36" West through a central angle of 09°43'33", an arc distance of 15.70 feet;
 Thence South 14°50'51" East 96.01 feet;
 Thence Southerly on a 100.00 foot radius curve to the right, the center of which bears South 75°09'09" West through a central angle of 16°00'00", an arc distance of 27.93 feet;
 Thence South 01°09'09" West 113.95 feet;
 Thence Southerly on a 219.50 foot radius curve to the right, the center of which bears North 88°50'51" West through a central angle of 22°42'06", an arc distance of 86.97 feet;
 Thence Southerly on a 200.00 foot radius curve to the left, the center of which bears South 66°08'45" East through a central angle of 22°42'06", an arc distance of 79.24 feet;
 Thence South 01°09'09" West 88.44 feet;
 Thence Southerly on a 215.00 foot radius curve to the right, the center of which bears North 88°50'51" West, through a central angle of 20°56'57", an arc distance of 78.61 feet;
 Thence Southerly on a 181.50 foot radius curve to the left, the center of which bears South 67°53'55" East through a central angle of 20°56'57", an arc distance of 66.36 feet;
 Thence South 01°09'09" West 26.71 feet to said North right of way of NE High School Road;
 Thence along said right of way, North 88°50'51" West 51.93 feet to the True Point of Beginning.



2/11/14

Exhibit "F"

Legal Description of Parcel A Storm Sewer Line Easement Area

ADAM & GOLDSWORTHY, INC.
LAND SURVEYORS

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

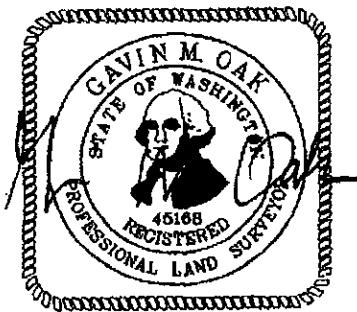
1015 NE HORTMARK STREET, #103
POULSBO, WA 98370
(360) 778-4299 • (206) 842-9598
FAX (360) 778-4213
WWW.AGOLS.COM

EXHIBIT F

PARCEL A STORM SEWER LINES EASEMENT AREA LEGAL DESCRIPTION

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

Beginning at the South quarter corner of said Section 23;
Thence along the South line of said Section 23, North 88°50'51" West 964.18 feet;
Thence North 01°09'09" East 878.24 feet to the South line of the North 423.92 feet of the Northwest quarter of the Southeast quarter of the Southwest quarter and the True Point of Beginning;
Thence along said South line, South 88°47'19" East 110.95 feet;
Thence leaving said South line, South 01°12'41" West 10.00 feet;
Thence North 88°47'19" West 101.09 feet;
Thence North 43°23'24" West 14.05 feet to the True Point of Beginning.



2/11/14

Name and Mailing Address

RICHARD T. HOSS

236 W BIRCH ST

SHELTON, WA 98584

HOSS RICHARD

201509020080

Easement Rec Fee: \$ 87.00

09/02/2015 01:14 PM

Dolores Gilmore, Kitsap Co Auditor

Page: 1 of 16



The Recorder is required to use only the information
you provide on this cover sheet to index the document.

Type or print legibly.

Document Title(s): Confirmation and Grant of Easement Rights

Auditor's File Number of Document (s) Referenced: 201406180126

Grantor(s) person(s) that conveys, sells or grants interest in property: _____

VWA - Bainbridge Island, LLC

Grantee(s) person that buys, receives or to whom conveyance of property is made: _____

Lawrence P. Knudsen, Kaye E. Knudsen, Catherine Lynn Clayton, Trustee

of the Catherine Lynn Clayton Revocable Trust dated January 11, 1993, and Probuild Company, LLC

Abbreviated Legal Description:

- Quarter, Quarter, Section, Township, Range (and Government lot # if applicable); **OR**
- Plat/Condo Name, lot or unit number, building or block number; **OR**
- Short Plat, Large Lot number, lot number **and** auditor file number

Ptns Sec 23, 25N, 02E, WM, SW qtr - Lots A & B, SP 3083, AFN 8309070094

Assessor's 14 digit Tax Parcel Number: 232502-3-036-2000; 232502-3-026-2002;

232502-3-043-2001; 232502-3-030-2006; 232502-3-027-2001

AFTER RECORDING MAIL TO:

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

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

- 1. @ Confirmation and Grant of
Easement Rights**

Reference Number(s) of Documents assigned or released:

@ 201406180126

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

- 1. @ VWA - Bainbridge Island, LLC**

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

- 1. @ Lawrence P. Knudsen, Kaye E. Knudsen, Catherine Lynn Clayton, Trustee of
the Catherine Lynn Clayton Revocable Trust dated January 11, 1993, and
Probuild Company LLC**

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)

**@ Ptns Sec 23, 25N, 02E, WM, SW qtr
Lots A & B, SP 3083, AFN 8309070094**

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

**@ APN: 232502-3-036-2000, 232502-3-026-2002, 232502-3-043-2001,
232502-3-030-2006, 232502-3-027-2001**

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

CONFIRMATION AND GRANT OF EASEMENT RIGHTS

THIS CONFIRMATION AND GRANT OF EASEMENT RIGHTS (the "Confirmation and Grant") is executed as of this day of August 16, 2015 by VWA – BAINBRIDGE ISLAND, LLC, an Ohio limited liability company (the "Parcel B Owner"), in favor of LAWRENCE P. KNUDSEN AND KAYE E. KNUDSEN, husband and wife, and CATHERINE LYNN CLAYTON, Trustee of the Catherine Lynn Clayton Revocable Trust dated January 11, 1993, as Tenants in Common together (the "Parcel A Owner") and PROBUILD COMPANY LLC, a Delaware limited liability company ("ProBuild").

RECITALS

- A. The Parcel A Owner, ProBuild, and the Parcel B Owner are parties to that certain Reciprocal Easement Agreement recorded June 18, 2014 as Official Record No. 201406180126 of the Kitsap County Recorder's Office (the "REA").
- B. Pursuant to Section 2.2 of the REA, the Parcel B Owner has completed the Driveway (as defined in the REA).
- C. Pursuant to Sections 2.8 and 11 of the REA, the Parcel A Owner and ProBuild are concurrently executing that certain Release of Easement Rights, a copy of which is attached hereto and made a part hereof as Exhibit A (the "Release"), to confirm the release and termination of any and all rights, title, and interest of the Parcel A Owner and/or ProBuild in and to the Existing Access Drive Easement (as defined in the REA).
- D. As required under Section 2.8(a), in connection with the Release, the Parcel B Owner is executing this Confirmation and Grant to confirm and grant the access easement granted in Section 2.2(a) of the REA in favor of the Parcel A Owner and ProBuild over, on, across and through the Driveway (as defined in the REA).

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, the Parcel B Owner hereby covenants and agrees as follows:

1. Defined Terms. Terms used but not defined herein, shall have the respective meanings set forth in the REA.

2. Confirmation and Grant. Pursuant to Sections 2.8(a) and 2.2(a) of the REA, the Parcel B Owner hereby confirms and grants, pursuant to Section 2.2(a) of the REA, unto the Parcel A Owner and to ProBuild the perpetual and nonexclusive easement over, on, across and through the Driveway for the purpose of reasonable vehicular and pedestrian ingress, egress and access between Parcel A and NE High School Road.

3. Miscellaneous.

3.1 Effect. This Confirmation and Grant of Easement shall be deemed to be a confirmation and grant of the existing access easement set forth in Section 2.2(a) of the REA, and shall not be deemed an amendment or modification of the REA, and the REA shall remain in full force and effect.

3.2 Successors. This Confirmation and Grant shall be binding upon and shall inure to the benefit of each of the Parcel A Owner, ProBuild, and the Parcel B Owner, and their respective successors and assigns, and shall be deemed to be covenants running with the land and shall bind and/or benefit any party having any fee, leasehold, or other interest in and to all or any portion of Parcel A and/or Parcel B.

IN WITNESS WHEREOF, the Parcel B Owner has executed this Confirmation and Grant as of the date first written above.

VWA – BAINBRIDGE ISLAND, LLC
An Ohio Limited Liability Company:

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

Printed Name: DOMINIC A. VISCONTI, JR.

EXHIBIT A

Release of Easement Rights

[See Attached]

RELEASE OF EASEMENT RIGHTS

30th THIS RELEASE OF EASEMENT RIGHTS (the "Release") is executed as of this day of June 2015, by LAWRENCE P. KNUDSEN AND KAYE E. KNUDSEN, husband and wife, and CATHERINE LYNN CLAYTON, Trustee of the Catherine Lynn Clayton Revocable Trust dated January 11, 1993, as Tenants in Common together (the "Parcel A Owner"), PROBUILD COMPANY LLC, a Delaware limited liability company ("ProBuild"), and VWA – BAINBRIDGE ISLAND, LLC, an Ohio limited liability company (the "Parcel B Owner").

RECITALS

- A. The Parcel A Owner, ProBuild, and the Parcel B Owner are parties to that certain Reciprocal Easement Agreement recorded June 18, 2014 as Official Record No. 201406180126 of the Kitsap County Recorder's Office (the "REA").
- B. Pursuant to Section 2.2 of the REA, the Parcel B Owner has completed the Driveway (as defined in the REA).
- C. Pursuant to Sections 2.8 and 11 of the REA, the Parcel A Owner and ProBuild are executing this Release to confirm the release and termination of any and all rights, title, and interest of the Parcel A Owner and/or ProBuild in and to the Existing Access Drive Easement (as defined in the REA).

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, the Parcel A Owner and ProBuild hereby covenant and agree as follows:

- 1. Defined Terms. Terms used but not defined herein, shall have the respective meanings set forth in the REA.
- 2. Release and Termination. Pursuant to Sections 2.8 and 11 of the REA, each of the Parcel A Owner and ProBuild hereby release and terminate any and all rights, title and

interest of the Parcel A Owner and/or ProBuild in and to the Existing Access Drive Easement (as originally granted pursuant to the Warranty Fulfillment Deed recorded on July 13, 1973 in Auditor's File No. 1066795 of the Kitsap County Recorder's Office).

3. Miscellaneous.

- 3.1 Counterparts. This Release may be executed in counterparts, each of which shall be an original, but all of which when taken together shall constitute one and the same instrument.
- 3.2 Effect. Except as set forth herein, the REA shall remain in full force and effect.
- 3.3 Successors. This Release shall be binding upon and shall inure to the benefit of each of the Parcel A Owner, ProBuild, and the Parcel B Owner, and their respective successors and assigns, and shall be deemed to be covenants running with the land and shall bind and/or benefit any party having any fee, leasehold, or other interest in and to all or any portion of Parcel A and/or Parcel B.

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

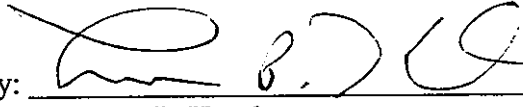

VWA – BAINBRIDGE ISLAND, LLC
An Ohio Limited Liability Company:

By: *Dominic A. Visconsi, Jr.* Its: Manager

Printed Name: Dominic A. Visconsi, Jr.

**LAWRENCE P. KNUDSEN and KAYE K. KNUDSEN, husband and wife; and
CATHERINE LYNN CLAYTON, Trustee of The Catherine Lynn Clayton
Revocable Trust dated January 11, 1993; as TENANTS IN COMMON**

KNUDSEN:

By:  By: 
Lawrence P. Knudsen Kaye E. Knudsen

CATHERINE LYNN CLAYTON REVOCABLE TRUST
Dated January 11, 1993:

By: _____
Catherine Lynn Clayton, Trustee

**PROBUILD COMPANY LLC
A Delaware Limited Liability Company**

By: _____ Its: _____

Printed Name: _____

LAWRENCE P. KNUDSEN and KAYE K. KNUDSEN, husband and wife; and

CATHERINE LYNN CLAYTON, Trustee of The Catherine Lynn Clayton Revocable Trust dated January 11, 1993; as

TENANTS IN COMMON

KNUDSEN:

By: _____

Lawrence P. Knudsen

By: _____

Kaye E. Knudsen

CATHERINE LYNN CLAYTON REVOCABLE TRUST

Dated January 11, 1993:

By: _____

Catherine Lynn Clayton

Catherine Lynn Clayton, Trustee

PROBUILD COMPANY LLC

A Delaware Limited Liability Company

By: _____

Its: _____

Printed Name: _____

**LAWRENCE P. KNUDSEN and KAYE K. KNUDSEN, husband and wife; and
CATHERINE LYNN CLAYTON, Trustee of The Catherine Lynn Clayton
Revocable Trust dated January 11, 1993; as TENANTS IN COMMON**

KNUDSEN:

By: _____ By: _____
Lawrence P. Knudsen Kaye K. Knudsen

CATHERINE LYNN CLAYTON REVOCABLE TRUST
Dated January 11, 1993:

By: _____
Catherine Lynn Clayton, Trustee

**PROBUILD COMPANY LLC
A Delaware Limited Liability Company**

By: Matt Lascola Its: DIRECTOR OF REAL ESTATE
Printed Name: MATT LASCOLA

STATE OF OHIO)
)
COUNTY OF CUYAHOGA)

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 17th day of August, 2015.



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

Francine M. Lotarski
Notary Public in and for the
State of Ohio
My Commission Expires: 07/21/2017

[Seal]

STATE OF _____)
) ss.
COUNTY OF _____)

This is to certify that on this _____ day of _____, 2015, before me, the undersigned Notary Public, personally appeared, **LAWRENCE P. KNUDSEN**, to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

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

Notary Public in and for the
State of _____
My Commission Expires: _____

[Seal]

STATE OF OHIO)

COUNTY OF _____)

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 2015.

Notary Public in and for the
State of _____

My Commission Expires: _____

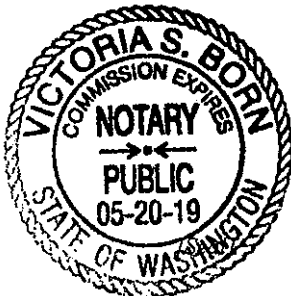
[Seal]

STATE OF Washington)COUNTY OF Mason)

) ss.

This is to certify that on this 30th day of June, 2015, before me, the undersigned Notary Public, personally appeared, **LAWRENCE P. KNUDSEN**, to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

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



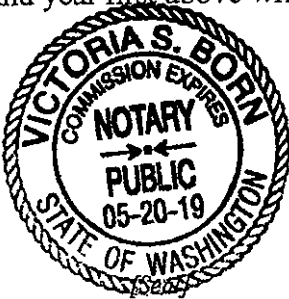
Notary Public in and for the
State of Washington

My Commission Expires: 5-20-2019

STATE OF WASHINGTON)
) ss.
COUNTY OF MASON)

This is to certify that on this 30th day of June, 2015, before me, the undersigned Notary Public, personally appeared, **KAYE E. KNUDSEN**, to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

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



Victoria S. Born
Notary Public in and for the
State of Washington

My Commission Expires: 5-20-2019

STATE OF _____)
) ss.
COUNTY OF _____)

This is to certify that on this _____ day of _____, 2015, before me, the undersigned Notary Public, personally appeared, **CATHERINE LYNN CLAYTON**, Trustee of the Catherine Lynn Clayton Revocable Trust dated January 11, 1993, to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

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

Notary Public in and for the
State of _____

My Commission Expires: _____

[Seal]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of RiversideOn July 1, 2015 before me,Jessica Reynoso, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared

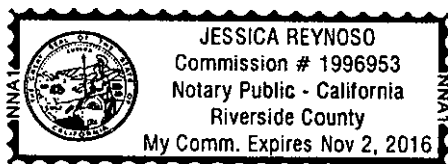
Catherine Lynn Clayton

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

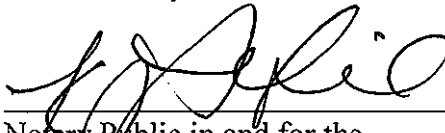
☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

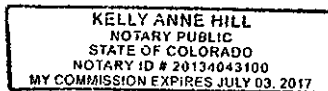
Signer Is Representing: _____

STATE OF Colorado)
) ss.
 COUNTY OF Denver)

This is to certify that on this 10th day of August, 2015, before me, the undersigned Notary Public, personally appeared, Matt LaSola, the Director of Real Estate of **PROBUILD COMPANY, LLC**, a Delaware Limited Liability Company, to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

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


 Notary Public in and for the
 State of Colorado



My Commission Expires: July 03, 2017

[Seal]

AFTER RECORDING MAIL TO:

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

NOB-514085 (14)
1ST AM

FIRST AMERICAN TITLE INS

201602180063

Easement Rec Fee: \$ 86.00

02/18/2016 12:48 PM

Dolores Gilmore, Kitsap Co Auditor

Page: 1 of 14



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

1. **@ Confirmation and Grant of Easement Rights**

Reference Number(s) of Documents assigned or released:

@ 201406180126

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

1. **@ VWA - Bainbridge Island, LLC**

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

1. **@ Lawrence P. Knudsen, Kaye E. Knudsen, Catherine Lynn Clayton, Trustee of the Catherine Lynn Clayton Revocable Trust dated January 11, 1993, and Probuild Company LLC**

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)

**@ Ptns Sec 23, 25N, 02E, WM, SW qtr
Lots A & B, SP 3083, AFN 8309070094**

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

**@ APN: 232502-3-036-2000, 232502-3-026-2002, 232502-3-043-2001,
232502-3-030-2006, 232502-3-027-2001**

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

CONFIRMATION AND GRANT OF EASEMENT RIGHTS

THIS CONFIRMATION AND GRANT OF EASEMENT RIGHTS (the "Confirmation and Grant") is executed as of this 11th day of February, 2015 by VWA – BAINBRIDGE ISLAND, LLC, an Ohio limited liability company (the "Parcel B Owner"), in favor of LAWRENCE P. KNUDSEN AND KAYE E. KNUDSEN, husband and wife, and CATHERINE LYNN CLAYTON, Trustee of the Catherine Lynn Clayton Revocable Trust dated January 11, 1993, as Tenants in Common together (the "Parcel A Owner") and PROBUILD COMPANY LLC, a Delaware limited liability company ("ProBuild").

RECITALS

- A. The Parcel A Owner, ProBuild, and the Parcel B Owner are parties to that certain Reciprocal Easement Agreement recorded June 18, 2014 as Official Record No. 201406180126 of the Kitsap County Recorder's Office (the "REA").
- B. Pursuant to Section 2.5 of the REA, the Parcel B Owner has completed the Monument Sign (as defined in the REA).
- C. Pursuant to Sections 2.8 and 11 of the REA, the Parcel A Owner and ProBuild are concurrently executing that certain Release of Easement Rights, a copy of which is attached hereto and made a part hereof as Exhibit A (the "Release"), to confirm the release and termination of any and all rights, title, and interest of the Parcel A Owner and/or ProBuild in and to the Existing License Agreement (as defined in the REA).
- D. As required under Section 2.8(c), in connection with the Release, the Parcel B Owner is executing this Confirmation and Grant to confirm and grant the sign easement granted in Section 2.5(a) of the REA in favor of the Parcel A Owner and ProBuild to maintain the Parcel A Sign Panel on the Monument Sign.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, the Parcel B Owner hereby covenants and agrees as follows:

- 1. Defined Terms. Terms used but not defined herein, shall have the respective meanings set forth in the REA.

2. Confirmation and Grant. Pursuant to Sections 2.8(c) and 2.5(a) of the REA, the Parcel B Owner hereby confirms and grants, pursuant to Section 2.5(a) of the REA, unto the Parcel A Owner and to ProBuild the perpetual and nonexclusive easement over Parcel B for the installation, operation, maintenance, repair and/or replacement of the Parcel A Sign Panel on the Monument Sign, subject to the terms and conditions of Section 2.5(a) of the REA.

3. Miscellaneous.

3.1 Effect. This Confirmation and Grant of Easement shall be deemed to be a confirmation and grant of the existing sign easement set forth in Section 2.5(a) of the REA, and shall not be deemed an amendment or modification of the REA, and the REA shall remain in full force and effect.

3.2 Successors. This Confirmation and Grant shall be binding upon and shall inure to the benefit of each of the Parcel A Owner, ProBuild, and the Parcel B Owner, and their respective successors and assigns, and shall be deemed to be covenants running with the land and shall bind and/or benefit any party having any fee, leasehold, or other interest in and to all or any portion of Parcel A and/or Parcel B.

IN WITNESS WHEREOF, the Parcel B Owner has executed this Confirmation and Grant as of the date first written above.

VWA – BAINBRIDGE ISLAND, LLC
An Ohio Limited Liability Company:

By: Dominic A. Visconsi, Jr.

Its: Manager

Printed Name: Dominic A. Visconsi, Jr.

STATE OF OHIO)

COUNTY OF CUYAHOGA)

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 11th day of February, 2016



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

Theresa M. Bales

Notary Public in and for the
State of Ohio

My Commission Expires: 9/21/2020

EXHIBIT A

Release of Existing License Agreement

[See Attached]

Exhibit A

RELEASE OF EASEMENT RIGHTS

THIS RELEASE OF EASEMENT RIGHTS (the "Release") is executed as of this 22 day of December, 2015, by LAWRENCE P. KNUDSEN AND KAYE E. KNUDSEN, husband and wife, and CATHERINE LYNN CLAYTON, Trustee of the Catherine Lynn Clayton Revocable Trust dated January 11, 1993, as Tenants in Common together (the "Parcel A Owner"), PROBUILD COMPANY LLC, a Delaware limited liability company ("ProBuild"), and VWA – BAINBRIDGE ISLAND, LLC, an Ohio limited liability company (the "Parcel B Owner").

RECITALS

- A. The Parcel A Owner, ProBuild, and the Parcel B Owner are parties to that certain Reciprocal Easement Agreement recorded June 18, 2014 as Official Record No. 201406180126 of the Kitsap County Recorder's Office (the "REA").
- B. Pursuant to Section 2.5 of the REA, the Parcel A Owner confirms that the Parcel B Owner has substantially completed the Monument Sign (as defined in the REA).
- C. Pursuant to Sections 2.8(c) and 11 of the REA, the Parcel A Owner and ProBuild are executing this Release to confirm the release and termination of any and all rights, title, and interest of the Parcel A Owner and/or ProBuild in and to the Existing License Agreement (as defined in the REA).

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, the Parcel A Owner and ProBuild hereby covenant and agree as follows:

1. **Defined Terms.** Terms used but not defined herein, shall have the respective meanings set forth in the REA.

2. Release and Termination. Pursuant to Sections 2.8(c) and 11 of the REA, each of the Parcel A Owner and ProBuild hereby release and terminate any and all rights, title and interest of the Parcel A Owner and/or ProBuild in and to the Existing License Agreement (as originally granted pursuant to the License Agreement: For Sign and Gate recorded on May 12, 1989 in Auditor's File No. 8905120128 of the Kitsap County Recorder's Office).

3. Miscellaneous.

- 3.1 Counterparts. This Release may be executed in counterparts, each of which shall be an original, but all of which when taken together shall constitute one and the same instrument.
- 3.2 Effect. Except as set forth herein, the REA shall remain in full force and effect.
- 3.3 Successors. This Release shall be binding upon and shall inure to the benefit of each of the Parcel A Owner, ProBuild, and the Parcel B Owner, and their respective successors and assigns, and shall be deemed to be covenants running with the land and shall bind and/or benefit any party having any fee, leasehold, or other interest in and to all or any portion of Parcel A and/or Parcel B.

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

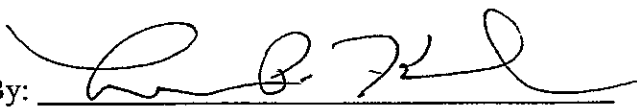

VWA – BAINBRIDGE ISLAND, LLC
An Ohio Limited Liability Company:

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


Printed Name: Dominic A. Visconti, Jr.

**LAWRENCE P. KNUDSEN and KAYE K. KNUDSEN, husband and wife; and
CATHERINE LYNN CLAYTON, Trustee of The Catherine Lynn Clayton
Revocable Trust dated January 11, 1993; as TENANTS IN COMMON**

KNUDSEN:

By:  By: 
Lawrence P. Knudsen Kaye E. Knudsen

CATHERINE LYNN CLAYTON REVOCABLE TRUST
Dated January 11, 1993:

By: 
Catherine Lynn Clayton, Trustee

**PROBUILD COMPANY LLC
A Delaware Limited Liability Company**

By: _____ Its: _____

Printed Name: _____

LAWRENCE P. KNUDSEN and KAYE K. KNUDSEN, husband and wife; and
CATHERINE LYNN CLAYTON, Trustee of The Catherine Lynn Clayton
Revocable Trust dated January 11, 1993; as TENANTS IN COMMON

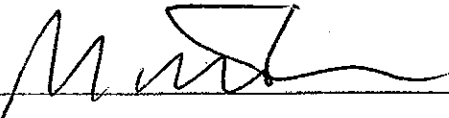
KNUDSEN:

By: _____ By: _____
Lawrence P. Knudsen Kaye K. Knudsen

CATHERINE LYNN CLAYTON REVOCABLE TRUST
Dated January 11, 1993:

By: _____
Catherine Lynn Clayton, Trustee

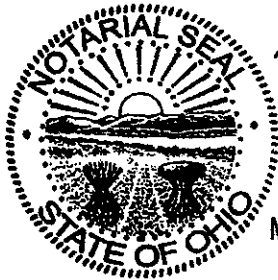
PROBUILD COMPANY LLC
A Delaware Limited Liability Company

By:  Its: DIRECTOR OF REAL ESTATE
Printed Name: MATT LASCOLA

STATE OF OHIO)
)
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Dominic A. Vioconsis of **VWA – BAINBRIDGE ISLAND, LLC**, an Ohio limited liability company, its Manager, who acknowledged that he did sign the foregoing instrument for and on behalf of said limited liability company, being thereunto duly authorized, and that the same is his free act and deed individually and as the manager of said limited liability company and the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 11th day of February, 2016.



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

Theresa M. Bales
Notary Public in and for the
State of Ohio
My Commission Expires: 9/21/2020

STATE OF _____)
) ss.
COUNTY OF _____)

This is to certify that on this _____ day of _____, 2015, before me, the undersigned Notary Public, personally appeared, **LAWRENCE P. KNUDSEN**, to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

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

Notary Public in and for the
State of _____
My Commission Expires: _____

[Seal]

STATE OF OHIO)
)
COUNTY OF CUYAHOGA)

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 2015.

Notary Public in and for the
State of _____

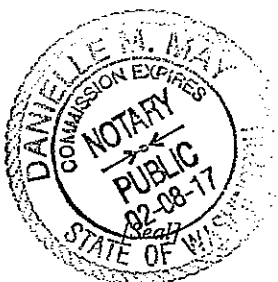
My Commission Expires: _____

[Seal]

STATE OF Washington)
) ss.
COUNTY OF Mason)

This is to certify that on this 22 day of December, 2015, before me, the undersigned Notary Public, personally appeared, **LAWRENCE P. KNUDSEN**, to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

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



Danielle M. May
Notary Public in and for the
State of WASHINGTON

My Commission Expires: 02.08.2017