



Thank you for your transaction!

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 Within you will find both the preliminary title commitment and historical documents on your transaction; they are designed such that you can navigate between the commitment and related documentation with greater ease.

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

Title Department Contacts:

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

Josh Flakker - Assistant Title Officer JoshF@pnwtkitsap.com <<mailto:JoshF@pnwtkitsap.com>>

Betsy Trager - Title Officer BetsyT@pnwtkitsap.com <<mailto:BetsyT@pnwtkitsap.com>>

Torey Ebright - Assistant Title Officer ToreyE@pnwtkitsap.com <<mailto:ToreyE@pnwtkitsap.com>>

Shelley Hill - Recording/Title Technician ShelleyH@pnwtkitsap.com

Lori Bullard –Senior Title Officer, Title Department Manager LoriB@pnwtkitsap.com

Mike Mjelde - Senior Title Officer MikeMjelde@pnwtkitsap.com

We appreciate this opportunity to be of service to you!

E-Mail: <TitleUnit@pnwtkitsap.com>

Web Site: <<http://www.pnwtkitsap.com>>

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

Commitment for Title Insurance



Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Minnesota corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Issued through the Office of

Pacific Northwest Title of Kitsap

Post Office Box 3607
Silverdale, WA 98383

Continued on next page

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company

400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By

Authorized Signatory

By: *Shirley S. Rickland*

Attest

[Signature]
[Signature]

President

Secretary

ORT Form 4308

ALTA Commitment for Title
Insurance 6/06

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.
You may review a copy of the arbitration rules at: <http://www.alta.org/>.



Title Insurance
Escrow Service
Real Estate Resources

Our Privacy Policy

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

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

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

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

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

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

Silverdale

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

Bainbridge Island

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

Pacific Northwest Title

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

A.L.T.A. Commitment Schedule A

Kitsap County Public Works
Right Of Way Division MS-26, 614 Division Street
Port Orchard, WA 98366
Attention: **Molly Foster**
Customer Ref: **Kitsap County**

Title Order No.: **32148375**
Title Officer: **Josh Flakker**
Title Officer: **Betsy Trager**
Recordings: **Shelley Hill**
Sr. Title Officer: **Lori Bullard**
Sr. Title Officer: **Mike Mjelde**

1. Effective Date: **December 17, 2014** at 8:00 A.M.

2. Policy or Policies to be issued:

(X) ALTA 2006 Owner's Policy

(X) Standard

Amount:	To Come
Premium:	\$ 0.00
Tax:	\$ 0.00

Proposed Insured:
To Come

3. The estate or interest in the land described or referred to in the Commitment and covered herein is:
Fee Simple

4. Title to the said estate or interest in said land is at the effective date hereof vested in:
Kitsap County, a political subdivision of the State of Washington

5. The land referred to in this Commitment is in the State of Washington, County of Kitsap, and is described as follows:

See Exhibit "A" Attached Hereto

Exhibit "A"

Order No.: **32148375**

Parcel I:

The North 528 feet of the Northeast quarter of the Southeast quarter, Section 10, Township 26 North, Range 1 East, W.M., in Kitsap County, Washington, lying Easterly of the East margin of State Highway Number 21-A;

Except that portion condemned for SR3 in Kitsap County Superior Court Cause No. 81-2-00325-9;

And except therefrom the South 169.72 feet of the East 256.66 feet as heretofore conveyed to Elwin B. Kenton and Linda R. Kenton by instrument recorded under Auditor's File No. 1056111, in Kitsap County, Washington.

Parcel II:

**All that portion of the following, lying West of the West margin of existing road (Vetter Road); that portion of the Northwest quarter of the Southwest quarter, Section 11, Township 26 North, Range 1 East, W.M., in Kitsap County, Washington, described as follows:
Beginning at the Northwest corner of the Southwest quarter of said Section 11; thence South 160 feet to the true point of beginning; thence East 660 feet; thence South 160 feet; thence West 660 feet; thence North 160 feet to the true point of beginning.**

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

Pacific Northwest Title

A.L.T.A. Commitment Schedule B

Order No.: **32148375**

- I. The following are the requirements to be complied with:
- A. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
 - B. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be Insured.
- II. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:
- A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records, or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.
 - B. General Exceptions:
 - 1. Rights or claims of parties in possession not shown by the public records.
 - 2. Public or private easements, or claims of easements, not shown by the public records.
 - 3. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
 - 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, Imposed by law and not shown by the public records, or liens under the Workmen's Compensation Act not shown by the public records.
 - 5. Any title or rights asserted by anyone including but not limited to persons, corporations, governments or other entities, to tide lands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, ocean or sound, or lands beyond the line of the harbor lines as established or changed by the United States Government.
 - 6. (a)Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
 - 7. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes.
 - 8. Any service, installation, connection, maintenance, capacity, or construction charges for sewer, water, electricity or garbage removal.
 - 9. General taxes not now payable or matters relating to special assessments and special levies, if any, preceding the same becoming a lien.
 - C. **Special Exceptions:**

As on Schedule B, continue.

Continued on Next Page

Special Exceptions:

1. Easement, and terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as disclosed by instrument recorded on April 28, 1955, under Kitsap County Auditor's File No. 616288.

For: Well, pump house and pipe line
Affects: Parcel II

Supplemental Easement Agreement recorded December 27, 1955, under Auditor's File No. 631313.

Note: The description contained therein is insufficient to specifically locate said easement.

2. Easement, and terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as disclosed by instrument recorded on November 27, 2002, under Kitsap County Auditor's File No. 200211270032.

For: Ingress, egress and utilities
Affects: A portion of Parcel I

3. Agreement and the terms and conditions thereof:

By and Between: Owners
Recorded: May 18, 1984
Auditor's File No.: 8405180091
Regarding: Water and sewer lines

4. Agreement and the terms and conditions thereof:

By and Between: Owners
Dated: March 9, 1988
Recorded: March 16, 1988
Auditor's File No.: 8803160062
Regarding: Waive Protest to LID

5. Exceptions and Reservations contained in deed from Pope & Talbot, Inc., a Calif. Corp., whereby the grantor excepts and reserves all oil, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working the same and providing that such rights shall not be exercised until provision has been made for full payment of all damages sustained by reason of such entry; recorded under Auditor's File No. 437492.

Note: No examination has been made to determine the present record owner of the above minerals, or mineral lands and appurtenant rights thereto, or to determine matters which may affect the lands or rights so reserved.

Affects: Parcel I

6. Ordinance No. 87-38 and the terms and conditions thereof:

Recorded: March 16, 1988
Auditor's File No.: 8803160061
Regarding: Conditions for rezoning

7. Condemnation of access to state highway and of light, view and air by decree to State of Washington:
Entered: October 17, 1986
Kitsap County Superior
Court Number: 81-2-00325-9

Affects: Parcel I
8. The property herein described is carried on the tax rolls as partially exempt/exempt; however, it will become taxable from the date of transfer to a taxable entity or taxes will be pro rated based on the date of death, or change in eligibility for the exemption. Current and/or prior years, if any, will be due from the date the exemption became disqualified.
Tax Account Number: 102601-4-028-2003
Assessed Value: \$599,430.00

The full amount of the tax for the year 2014, and prior years, if any, without the exemption must be determined by contacting the Kitsap County Treasurer's office at 360-337-4589.

Affects: Parcel I
9. The property herein described is carried on the tax rolls as partially exempt/exempt; however, it will become taxable from the date of transfer to a taxable entity or taxes will be pro rated based on the date of death, or change in eligibility for the exemption. Current and/or prior years, if any, will be due from the date the exemption became disqualified.
Tax Account Number: 112601-3-003-2003
Assessed Value: \$138,600.00

The full amount of the tax for the year 2014, and prior years, if any, without the exemption must be determined by contacting the Kitsap County Treasurer's office at 360-337-4589.

Affects: Parcel II
10. Local improvement assessments, and/or special assessment, if any, levied by the City of Poulsbo. Investigation should be made with the city for amounts due or past due, if any.
11. Liability for charges, if any, created from City of Poulsbo Latecomer Agreement #63 for Street and/or Utility and the terms and conditions thereof:
By and Between: City of Poulsbo and Unruh Investments, LLC
Recorded: July 15, 2008
Auditor's File No.: 200807150001

Note: Said instrument contains possible provisions for reimbursements, and/or amounts due.
12. Matters delineated, described and noted on Survey recorded January 18, 1974, in Volume 1, Page 145, under Auditor's File No. 1063656.
13. Matters delineated, described and noted on Survey recorded September 29, 1999, in Volume 52, Page 104, under Auditor's File No. 3210421.

14. Evidence of the identity and authority of who may sign on behalf of Kitsap County must be submitted.
15. Title is to vest in persons not yet revealed and when so vested will be subject to matters disclosed by a search of the records against their names.
16. Until the amount of the policy to be issued is provided to us, and entered on the commitment as the amount of the policy to be issued, it is agreed by every person relying on this commitment that we will not be required to approve any policy amount over \$100,000.00, and our total liability under this commitment shall not exceed that amount.
17. Lien of real estate excise tax upon any sale of said premises, if unpaid. Real estate excise tax on said property is subject to tax at the rate of .0178, effective July 1, 2005, an additional \$5.00 processing fee is required.

Note: If your transaction includes recording of tax exempt documents there is a \$10.00 processing fee to the County Treasurer.

Note 1: Abbreviated Legal Description:

Ptn NE/SE, Section 10, Township 26 North, Range 1 East and Ptn NW/SW, Section 11, Township 26 North, Range 1 East

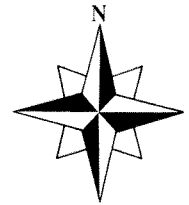
Note 2: Please be aware that should this transaction cancel, there will be a minimum cancellation fee of \$50.00 plus tax of \$4.35.

Note 3: The deed under which title was acquired was recorded under Kitsap County Auditor's File No. 3195767. There have been no other conveyances in the last 24 months.

Note 4: Surveys of the herein described property and/or adjoining property were recorded under Kitsap County Auditor's File Nos. 1129710 and 200502170188.

Note 5: The tax account numbers for the property herein described are 102601-4-028-2003 (Parcel I) and 112601-3-003-2003 (Parcel II) and are not currently being assessed. No taxes are currently owing.

...End of Schedule B...



ORDER NO. **32148375**

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

Portion of Section 10 & 11, Township 26 North, Range 1 East, W.M.



Return Address:

KITSAP COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF WASHINGTON
614 DIVISION STREET (MS-26)
PORT ORCHARD, WA 98366-4699



PACIFIC NW TITLE

DEED \$13.00

3195767
Page: 1 of 6
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Kitsap Co, WA

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

PNT 32048168

DOCUMENT TITLE(S) (for transactions contained therein):
1. STATUTORY WARRANTY DEED
2.
3.
4.
Reference Number(s) of Documents assigned or released: (on page _ of document(s))
31027204/32048168
Grantor(s)
1. GLENN C. COLBERT
2. ALICE M. COLBERT
3. AFB ASSOCIATES, A Washington General partnership
4.
Additional Names on page _ of document.
Grantee(s)
1. KITSAP COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON
2.
3.
4.
Additional Names on page _ of document.
Legal Description (abbreviated i.e. lot, block, plat or section, township, range)
PORTION NE/SE, SECTION 10, TOWNSHIP 26 NORTH, RANGE 1 EAST AND PORTION NW/SW, SECTION 11, TOWNSHIP 26 NORTH, RANGE 1 EAST
Additional legal is on page _ of document.
Assessor's Property Tax Parcel/Account Number
102601-4-028-2003 AND 112601-3-003-2003
The Auditor/Recorder will rely on information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

AFTER RECORDING MAIL TO:
KITSAP COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON
614 DIVISION STREET (MS-26)
PORT ORCHARD, WA 98366-4699



3195767
Page: 2 of 6
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Kitsap Co, WA

Filed for Record at Request of
Pacific Northwest Title
Escrow Number: 31027204

Statutory Warranty Deed

Grantor(s): GLENN C. COLBERT, ALICE M. COLBERT
Grantee(s): KITSAP COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON
Abbreviated Legal: PORTION NE/SE, SECTION 10, TOWNSHIP 26 NORTH, RANGE 1 EAST
AND PORTION NW/SW, SECTION 11, TOWNSHIP 26 NORTH, RANGE 1 EAST
Additional legal(s) on page: 2
Assessor's Tax Parcel Number(s): 102601-4-028-2003/112601-3-003-2003

THE GRANTOR AFB ASSOCIATES, A WASHINGTON GENERAL PARTNERSHIP, AND GLENN
C. COLBERT AND ALICE M. COLBERT, HUSBAND AND WIFE, AS THEIR INTERESTS MAY
APPEAR

for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION
in hand paid, conveys and warrants to KITSAP COUNTY, A POLITICAL SUBDIVISION OF THE
STATE OF WASHINGTON

the following described real estate, situated in the County of KITSAP, State of Washington:
See Attached Exhibit A

EXCISE # 60311570.00
BY KITSAP COUNTY JUL 26 1999

See Attached Exhibit B

Dated this 15th day of July, 1999

By Glenn C. Colbert
GLENN C. COLBERT

By AFB ASSOCIATES, A Washington
General Partnership

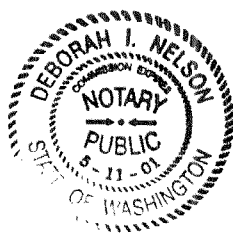
By Alice M. Colbert
ALICE M. COLBERT
STATE OF WASHINGTON
County of KITSAP } SS:

By Lucretia Paris
FUERTEL PARIS, Managing General Partner

I certify that I know or have satisfactory evidence that GLENN C. COLBERT AND ALICE M.
COLBERT
are the person s who appeared before me, and said person s acknowledged that they
signed this instrument and acknowledge it to be their free and voluntary act for the uses and purposes
mentioned in this instrument.

Dated: 21 JULY 1999

Deborah I. Nelson



Notary Public in and for the State of WASHINGTON
Residing at Shawam
My appointment expires: 5-11-01

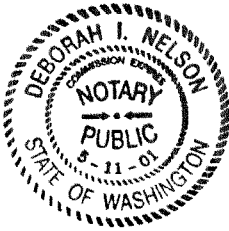
ACKNOWLEDGMENT

ATTACHED TO and made a part
of Statutory Warranty Deed dated July 15, 1999

STATE OF WASHINGTON)
County of ~~KITSA~~ Pierce) ss.

On this day personally appeared before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, FUERTEL PARIS to me known to be the individual described in and who executed the foregoing instrument, as Managing General partner of AFB ASSOCIATES, A WASHINGTON GENERAL PARTNERSHIP and acknowledged to me that he signed and sealed this said instrument as his free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated he is authorized to execute the said instrument.

Given under my hand and official seal this 15th day of July, 1999.



Deborah I. Nelson
Notary Public in and for the State of WASHINGTON
Residing at Graham
My appointment expires: 5-11-01



PACIFIC NW TITLE

DEED \$13.96

3195767
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Kitsap Co, WA

Exhibit A

PARCEL A:

THE NORTH 528 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, SECTION 10, TOWNSHIP 26 NORTH, RANGE 1 EAST, W.M., IN KITSAP COUNTY, WASHINGTON, LYING EASTERLY OF STATE HIGHWAY NUMBER 21-A;

EXCEPT THAT PORTION CONDEMNED FOR SR3 IN KITSAP COUNTY SUPERIOR COURT CAUSE NO. 81-2-00325-9;

AND EXCEPT THEREFROM THE SOUTH 169.72 FEET OF THE EAST 256.66 FEET AS HERETOFORE CONVEYED TO ELWIN B. KENTON AND LINDA R. KENTON BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. 1056111, IN KITSAP COUNTY, WASHINGTON.

PARCEL B:

ALL THAT PORTION OF THE FOLLOWING, LYING WEST OF EXISTING ROAD (VETTER ROAD);

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, SECTION 11, TOWNSHIP 26 NORTH, RANGE 1 EAST, W.M., IN KITSAP COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 11; THENCE SOUTH 160 FEET TO THE TRUE POINT OF BEGINNING; THENCE EAST 660 FEET; THENCE SOUTH 160 FEET; THENCE WEST 660 FEET; THENCE NORTH 160 FEET TO THE TRUE POINT OF BEGINNING.



PACIFIC NW TITLE

DEED

\$13.68

3195767

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Kitsap Co, WA

Exhibit B

Easement, and terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as disclosed by instrument recorded on APRIL 28, 1955, under KITSAP Auditor's File No. 616288.

For: WELL, PUMP HOUSE AND PIPE LINE
Affects: PARCEL B

Supplemental Easement Agreement recorded December 27, 1955, under Auditor's File No. 631313.

Easement, and terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as disclosed by instrument recorded on MAY 11, 1976, under KITSAP Auditor's File No. 1131133.

For: INGRESS, EGRESS AND UTILITIES
Affects: SOUTH 20 FEET OF SAID PREMISES

Said Easement contains the following recital:

Said new easement shall include improving as much of Parcel A as is necessary to link up to Kenton's existing parking or driveway, which presently exists upon Parcel A herein, or create a driveway along the south side of Kenton's existing residence at her request and preference and at no cost or damage to Kenton, his successors, heirs and assigns. Kenton shall be able to use existing (old) easement rights until such time as Bogachus, his successors, heirs and assigns shall have completed new easement.

Agreement and the terms and conditions thereof:

By and Between: JAMES P. MORGENSEN AND ROSMARIE
MORGENSEN, HUSBAND AND WIFE; AND MYRTLE
BENSON, A SINGLE WOMAN
Dated: SEPTEMBER __, 1983
Recorded: MAY 18, 1984
Recording Number: 8405180091
Regarding: COPY ATTACHED

Exceptions and Reservations contained in deed from Pope & Talbot, Inc., a Calif. Corp., whereby the grantor excepts and reserves all oil, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working the same and providing that such rights shall not be exercised until provision has been made for full payment of all damages sustained by reason of such entry; recorded under Recording Number 437492.

NOTE: No examination has been made to determine the present record owner of the above minerals, or mineral lands and appurtenant rights thereto, or to determine matters which may affect the lands or rights so reserved.

AFFECTS: PARCEL A

Agreement to Waive Protest to LID recorded MARCH 16, 1988, under Auditor's File No. 8803160062.

An Ordinance of the City of Poulsbo, Washington, Amending the Official Zoning Map of the City for Changing of the Zoning Designation of certain real property commonly known as the Trident Business Park Rezone, File No. 2-26-87-2, from R-1 (Residential Single Family) to BLI (Business Light Industrial); and Adopting Additional Finding and Conclusions, as disclosed under Auditor's File No. 8803160061.

Condemnation of access to state highway and of light, view and air by decree to State of Washington:



PACIFIC NW TITLE

DEED

\$13.00

3195767

Page: 5 of 6

87/26/199311:24A

Kitsap Co. WA

Entered: OCTOBER 17, 1986
KITSAP Superior
Court Number: 81-2-00325-9

AFFECTS: PARCEL A

AFFECTS: PARCEL B

Local improvement assessments, and/or special assessment, if any,
levied by the City of Poulsbo. Investigation should be made with the
city for amounts due or past due, if any.

INITIALS _____



PACIFIC NW TITLE

DEED

\$13.88

3195767

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07/26/1998 11:24A

Kitsap Co, WA

113763

96060

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 12th day of September, 1973

between EDWARD BOGACHUS and IRENE BOGACHUS, his wife

hereinafter called the "seller," and ELWIN B. KENTON and LINDA R. KENTON, his wife

hereinafter called the "purchaser,"

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, with the appurtenances, in Kitsap County, State of Washington:

The South 169.72 feet of the East 256.66 feet of the following described property:

105811 That portion of the North 520 feet of the Northeast quarter of the Southeast quarter of Section 10, Township 26 North, Range 1 East, W.M., lying Easterly of State Highway No. 21-A;

TOGETHER WITH a non-exclusive easement for ingress, egress, and utilities 20 feet in width over a now existing roadway running Easterly from State Highway No. 21-A to the Westerly line of property herein described;

Situate in Kitsap County, Washington.

The terms and conditions of this contract are as follows: The purchase price is EIGHTEEN THOUSAND and

NO/00 * * * * * (\$18,000.00) Dollars, of which

THREE THOUSAND FIVE HUNDRED and NO/00 * * * * * (\$3,500.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

ONE HUNDRED THIRTY-FIVE and NO/00 * * * * * (\$135.00) Dollars, or more at purchaser's option, on or before the 12th day of October, 1973,

and ONE HUNDRED THIRTY-FIVE and NO/00 * * * * * (\$135.00) Dollars, or more at purchaser's option, on or before the 12th day of each succeeding calendar month until the balance of said

purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of $8 \frac{1}{4}$ per cent per annum from the 12th day of September, 1973,

which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

All payments to be made hereunder shall be made at First National Bank of Poulsbo, Poulsbo Washington 98370 or at such other place as the seller may direct in writing.

FURTHER PROVIDED: In addition to the monthly payments herein provided; the Purchaser's agree to reimburse to the Seller, upon receipt of statement of Mortgage holder, for the amount of general taxes paid and fire insurance premium. Said sum for taxes shall be paid on or before 30 April of each ensuing year and shall be pro-rated as to the amount of property this contract covers, and fire insurance premium shall be due and payable within 30 days after notification thereof.

SUBJECT TO an Mortgage dated 24 August, 1967, recorded 25 August, 1967 under Auditor's File No. 912931. Said Mortgage covers said property herein described and other property., Which the Seller's herein agree to pay in full.

As referred to in this contract, "date of closing" shall be 12 September, 1973.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use; and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by Transamerica Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

- Printed general exceptions appearing in said policy form;
- Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and
- Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

4581336

(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation, which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the seller under this contract.

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a statutory warranty deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to permit waste and not to use, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.

(9) In case the purchaser fails to make any payment herein provided or to maintain insurance, as herein required, the seller may make such payment or effect such insurance, and any amounts so paid by the seller, together with interest at the rate of 10% per annum thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller might have by reason of such default.

(10) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate; and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records to determine the condition of title at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

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

Edward Bogachus (SEAL)
Irene Bogachus (SEAL)
Notary Public (SEAL)
Paulsbo (SEAL)

STATE OF WASHINGTON,

County of Kitsap

On this day personally appeared before me Edward Bogachus and Irene Bogachus

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

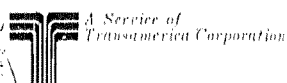
GIVEN under my hand and official seal this 12th day of September, 1973.

Sept 18 1973 at 1:10 PM
TRANSAMERICA TITLE INS. CO. OF WASH.
TED WRIGHT, Kitsap County Auditor

Notary Public in and for the State of Washington

residing at Paulsbo

Transamerica Title Insurance Co



A Service of
Transamerica Corporation

THIS SPACE RESERVED FOR RECORDER'S USE:

FEEL 45FRI337

Filed for Record at Request of

Name..... POULSBO REALTY

Address..... P.O. Box 1002
Paulsbo, Wash. 98370

City and State.....

ls
Easement Apr 28 55

616288

Apr 27 55 Val Cons, rec ack

Harry Barton and Margaret J. Barton, h wf

to Wiley A. Byrd and Geraldine E. Byrd, h wf,

S&A, the ri,priv and authority to construct,imprv,repr and maintain\ a well, pump house and pipe line acr,ovr & upon the folg land, located KCW, to-wit:

That part of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of SEC 11-26 1E,WM daf:
Bae NW cor of the SW $\frac{1}{4}$, th S 160 ft to the pob; th E 660 ft,
th S 160 ft, th W 660 ft, th N 160 ft to beg.

The well upon sd prems is located apprxly 10 ft S of the N ln of the abv descdbd prems and apprxly 100 ft E of the W ln of sd prems.

The Grtors shall make no use of the land occupied by sd well, pump house and pipe line, exc for sd purp, Pipe ln shall be dug into the ground a suitable distance to allow for cultivation.

In exercising the rights hrin granted, the Grtees,thr S&A, may pass and repass ovr sd land,

may cut and remove brush,trees and o/obstructions wh in the opinion of the Grtee interfere wi sd pump house, well
next page

and pipe line.

The covenants herein contained shall run with the land and are binding upon all subsequent owners thereof

Each of the parties hereto agree to pay for one-half of the cost and expense for the construction, repair and maintenance of said well, pump house, and pipe line to edge of property, and further agree to share equally the cost for electricity

EXCEN OK
BTC

SUPPLEMENTAL EASEMENT AGREEMENT Dec 27 55 631313
 Dec 14 55 Mutual Covenants and Agreements -----
 Harry Barton and Margaret J. Barton, hwf
 to Wiley A. Byrd and Geraldine E. Byrd, hwf

WITNESSETH

WHEREAS, the parties hereto, on Apr 27, 55, entered into an easement and agreement relating to well, pipe-line and pump house, and the repair and maintenance thereof, which document was recorded Apr 28, 55, under fl #616288, recds of KC Aud; and

WHEREAS, a question has arisen as to the sufficiency of the wording relating to the water to be received from the well by the respective parties, and it is the intention of this agreement to clarify and further explain the meaning and intention of the parties, NOW THEREFORE,

IN CONSIDERATION of the mutual covenants and agreements herein contained, it is hereby agreed as follows:

1. That the easement and agreement, dtd Apr 27, 55, hereinabove referred to, bet the parties hereto, is now and shall be in the future fully effective bet the parties hereto, their heirs and assigns.
2. That said easement and agreement is enlarged, ~~amplified~~ amplified and explained so that the intention and understanding of the parties hereto, their heirs and assigns, shall be that each party shall be entitled to the joint use of the water in said well and further, that in the event of an insufficiency of water or temporary shortage thereof, each party agrees that he will not use said water to the exclusion of the other.

(next pg)

CAP
 ptn. 7/1/56
 11-26-16

3. That this agreement and easement herein referred to shall include the h and a of each party and shall be appurtenant to the land of Wiley A. Byrd and Geraldine E. Byrd, his wf, located immediately to the N of sd well.

xen ok
#-----
BTC



200211270032

Page 1 of 5

11/27/2002 09:36A

Kitsap Co, WA

PUBLIC WORKS ENGINEERING

ESMT

\$23.00

AFTER RECORDING MAIL TO:

James Roda
Kitsap County Public Works
614 Division Street, MS-26
Port Orchard, WA 98366-4699

EXCISE TAX EXEMPT NOV 27 2002**MUTUAL RELOCATION OF EASEMENT AGREEMENT**

Document Title: Mutual Relocation of Easement Agreement
Grantor: Kitsap County, a political subdivision of the State of Washington
Grantee: Michael E. Myrvang and Lynn A. Myrvang, husband and wife
Tax Parcel Number: 102601-4-027-2004 and 102601-028-2003
Abbreviated Legal: Northeast Quarter of the Southeast Quarter of Section 10,
Township 26 North, Range 1 East, W.M., Kitsap County,
Washington
Reference Numbers of Documents Assigned or Released: Kitsap County Auditor's File Number
113443

THIS AGREEMENT, entered into this 25th day of November, 2002,
between MICHAEL E. MYRVANG AND LYNN A. MYRVANG, HUSBAND AND WIFE,
Hereinafter referred to as "MYRVANG", and KITSAP COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF WASHINGTON, Hereinafter referred to as "COUNTY":

WITNESSETH

MYRVANG is the owner of the following described property; Hereinafter referred to as
"Parcel A":

The South 169.72 feet of the East 256.66 feet of the following described property:

That portion of the North 528 feet of the Northeast Quarter of the Southwest
Quarter of Section 10, Township 26 North, Range 1 East, W.M., lying Easterly of
State Highway No. 21-A; Situated in Kitsap County Washington.

COUNTY is the owner of the following described property; Hereinafter referred to as
"Parcel B" and "Parcel C".

Parcel B:

The North 528 feet of the Northeast quarter of the Southeast quarter of Section
10, Township 26 North, Range 1 East, W.M., lying Easterly of State Highway 21-
A; EXCEPT therefrom the South 169.72 feet of the East 256.65 feet as conveyed

to Edwin B. Kenton and Linda R. Kenton by instrument recorded under Auditor's file No.1056111, records of Kitsap County, Washington.

Parcel C:

All that portion of the following, lying West of existing road: That portion of the Northwest Quarter of the Southwest Quarter of Section 11, Township 26 North, Range 1 East, W.M., described as follows: Beginning at the Northwest corner of the Southwest Quarter of said section; thence South 160 feet to the True Point of Beginning; thence East 660 feet; thence South 160 feet; thence West 660 feet; thence North 160 feet to the point of beginning; situated in Kitsap County, Washington.

WHEREAS MYRVANG acquired a non-exclusive easement for ingress, egress and utilities over an existing roadway (hereafter the "existing easement") in Contract sale recorded under Auditor's File No. 113443 on May 10, 1976, records of Kitsap County, Washington, over and across Parcel B herein.

WHEREAS THE COUNTY has relocated and constructed the said existing easement for the mutual benefit of MYRVANG and the COUNTY (hereafter the "new easement");

WHEREAS this Agreement will supercede and replace the Mutual Relocation of Easement agreement between LINDA R. KENTON and EDWARD BOGACHUS AND IRENE BOGACHUS recorded under Auditor's file No.113443, records of Kitsap County Washington.

NOW THEREFORE for mutual considerations, both the COUNTY and MYRVANG agree to the following:

1. MYRVANGS, their successors, heirs and assigns, agrees to release, relinquish and vacate the rights to, and the use of, the existing easement for ingress, egress and utilities over, under and across and upon Parcel B. Upon recordation of this Agreement, the parties agree that the existing easement is hereby extinguished and replaced with the new easement created by this Agreement.
2. The County, at its sole cost and expense, has constructed an all-weather road within the new 20 foot easement for ingress, egress and utilities over, under and across the following described real property and as depicted on Exhibit "A", attached hereto.
3. The County owns Parcels B and C and operates a recycling facility thereon. The County, its successors, heirs and assigns shall be responsible for ordinary maintenance duties for the existing all weather road within the easement area and shall not gate, block, or in any other way unreasonably limit ingress and egress to Parcel A.
4. The parties agree that the existing easement shall be extinguished and a new easement shall be established as follows:

A strip of land, of varying width, lying within the Northeast Quarter of the Southeast Quarter of Section 10, Township 26 North, Range 1 East, W.M., in Kitsap County, Washington, described as follows:

Beginning at the Southwest corner of the East 256.66 feet of the North 528.00 feet of the Northeast Quarter of the Southeast Quarter of said Section 10; thence North 87°17'04" West along the South line of said North 528.00 feet a distance of 240.34 feet to the easterly right-of-way margin of Viking Avenue NW (formerly State Route 3) being a point on a curve, concave to the East, having a radius of 1835.00 feet from which the radius point of said curve bears North 76°56'55" East; thence Northerly (clockwise) along said curve an arc distance of 20.75 feet through a central angle of 0°38'52"; thence South 87°17'04" East 193.00 feet; thence North 53°09'17" East 42.00 feet; thence North 2°07'20" East 75.00 feet; thence South 87°52'40" East 20.00 feet to the West line of the East 256.66 feet of the Northeast Quarter of the Southeast Quarter of said Section 10; thence South 2°07'10" West along said West line a distance of 121.96 feet to the point of beginning.

Dated this 9th day of November, 2002.

By: Michael E. Myrvang
Michael E. Myrvang

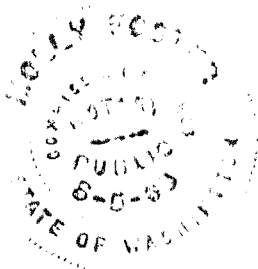
By: Lynn A. Myrvang
Lynn A. Myrvang

STATE OF WASHINGTON

} ss

COUNTY OF KITSAP

On this day personally appeared before me MICHAEL E. MYRVANG AND LYNN A. MYRVANG to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that THEY signed the same as THEIR free and voluntary act and deed, for the uses and purposes therein mentioned.



Molly Foster
Molly Foster
Notary Public in and for the State of Washington.

My Commission Expires: 3-5-05

Dated this 25th day of November, 2002.

By: [Signature]
Tim Botkin, Chair

By: [Signature]
Jan Angel, Commissioner

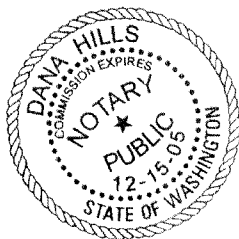
By: [Signature]
Chris Endresen, Commissioner

STATE OF WASHINGTON

COUNTY OF KITSAP

On this 25th day of November, 2002, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Tim Botkin, Jan Angel, and Chris Endresen, to me known to be the County Commissioners respectively, of Kitsap County that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of Kitsap County, for the uses and purposes therein mentioned, and on oath, stated that they are authorized to execute the said instrument and that the seal affixed is the County Seal of Kitsap County.

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



[Signature]
Notary Public in and for the State of Washington.

My Commission Expires: 12-15-2005


 200211270032
Page: 4 of 5
11/27/2002 09:36A
PUBLIC WORKS ENGINEERING ESMT #23 00 Kitsap Co, WA

EXHIBIT "A"

SCALE: 1"=100'

0 50 100 200

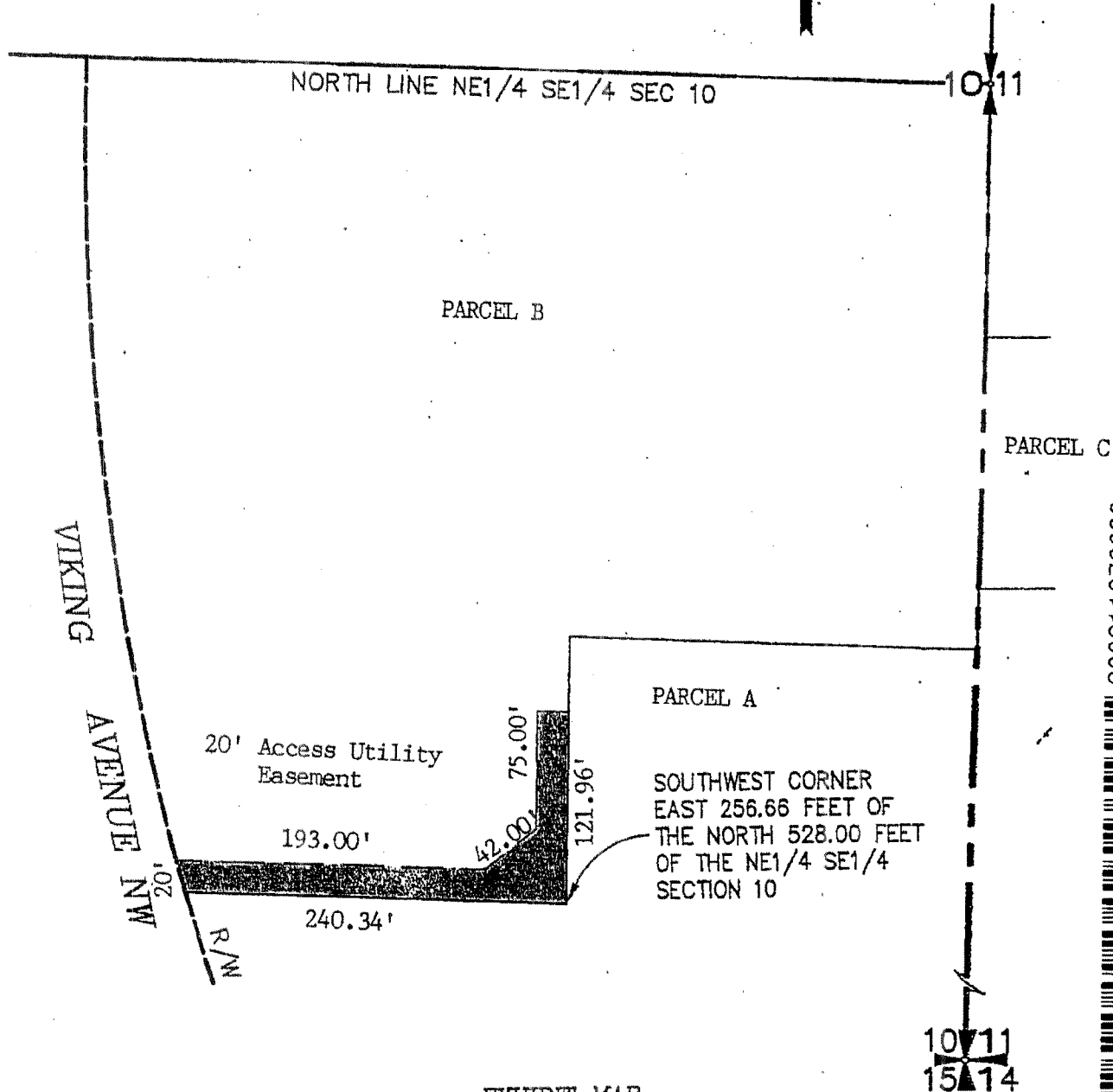


EXHIBIT MAP

**POULSBO RECYCLE FACILITY
ACCESS & UTILITIES EASEMENT**

SECTION 10, TOWNSHIP 26 NORTH, RANGE 1 EAST, W.M.

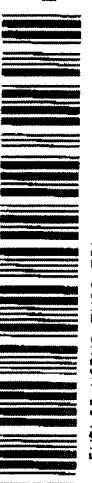
MARCH 2002

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Page: 5 of 5

11/27/2002 09:36H

PUBLIC WORKS ENGINEERING ESMT \$23.00 Kitsap Co. WA



COVENANT TO PROVIDE WATER AND SEWER LINES

THIS AGREEMENT made between JAMES P. MORGENSEN and ROSMARIE MORGENSEN, husband and wife, (hereinafter "Morgensen"); MYRTLE BENSON, a single woman, (hereinafter "Benson"); LARRY FOSTER and ~~PAULETTES FOSTER, husband and wife,~~ (hereinafter "Foster"); and LARRY FOSTER, President of Del-Ray Properties, Inc., a Washington Corporation,

IN CONSIDERATION OF THE MUTUAL covenants set forth herein, the parties agree as follows:

1. Morgensen is the owner of the real property described in Exhibit "1", hereinafter referred to as "Morgensen property."
2. Benson is the owner of the real property described in Exhibit "2", hereinafter referred to as "Benson property."
3. Foster and Del Ray Properties, Inc. are the owners of the real property described in Exhibit "3", hereinafter referred to as the "Foster/Del Ray property."
4. Foster/Del Ray has applied for and is seeking approval for the rezoning of Foster's property and concomitant annexation of said property into the City of Poulsbo.
5. Benson and her heirs, successors and assigns agree to support the Foster/Del Ray proposed rezone and annexation application currently pending before the City of Poulsbo respecting the Foster/Del Ray property.
6. Morgensen and their heirs, successors and assigns agree to support the Foster/Del Ray proposed rezone and annexation application currently pending before the City of Poulsbo respecting the Foster/Del Ray property.

In return therefor, Foster and Del Ray, their heirs, successors and assigns, irrevocably agree to install, at their sole cost and expense and without reimbursement, water and sewer lines to the boundary line of the Morgensen's property and along the full length of the eastern boundary line of Benson's property, or such other location as the City may direct and Benson may approve, for the purpose of allowing the Morgensens and Benson to readily hookup to and use said water and sewer lines for their respective parcels of property. The water and sewer lines so installed shall meet all applicable county, city and other uniform codes, standards and specifications for the size of the land owned by the said Benson and Morgensen, and shall be installed in a workmanshiplike manner. The sewer and water lines running along the Benson property shall include installation of three (3) hookup junctions at locations to be specified by Benson, unless applicable codes, standards and specifications require a greater number of hookup points to be included. In any application, if any, to the City respecting the sewer and water lines on the Foster/Del Ray property, said application, including any plans and specifications therefor, shall indicate the prospective hookups for Morgensen and Benson. Attached hereto as Exhibit "4" is a sketch showing the respective parties' property and the approximate location of the sewer and water lines to be installed by Foster/Del Ray.

8. In furtherance of the foregoing, Foster and Del Ray and their successors, heirs and assigns shall obtain perpetual easements across any and all property owned by any third parties that may be necessary for the perpetual placement, use, maintenance and repair of the prospective water and sewer lines for the benefit of the Morgensen and Benson properties respectively.

9. Morgensen and Benson shall each be separately responsible for obtaining any final permission from the applicable city or county authorities for hooking their own respective properties up to the sewer and water lines, shall pay the applicable hookup fee and shall bear all responsibility for installing water and sewer lines on their respective pieces of property, from their respective boundary lines. In the event that either Benson or Morgensen decide to install their own water and sewer lines for connection to the City of Poulsbo system, Foster/Del Ray Properties shall not be responsible for any costs incurred by them for their own service.

FILED FOR RECORD
REQ. OF *Paul Tolman & Kiehl*

1984 MAY 18 AM 9:01

SHERILL HUFF
KITSAP COUNTY AUDITOR
DEPUTY *[Signature]*

REEL 309FR 479

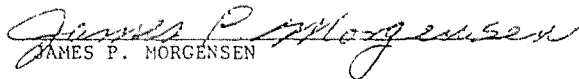
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10. The term "support for the rezone and annexation" shall be construed to require the signature of petitions favorable to the request pending as of the date hereof and shall not be construed to include active participation in any hearings nor the expenditure of any funds by Morgensen and/or Benson, other than their respective hookup costs set forth in Para. 9 hereof. Neither Benson nor Morgensen shall have any duty to support any modifications, amendments or additions to the rezone and annexation request if, in the opinion of either Benson or Morgensen, the effect of such modification, amendment or addition may interfere with, limit, impair or otherwise adversely affect either Benson's or Morgensen's reasonable use and enjoyment of their respective pieces of property.

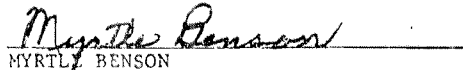
11. The covenant to install water and sewer lines shall be construed to be independent from the covenant to lend support to the rezone and annexation request. These covenants shall become effective and operative immediately.

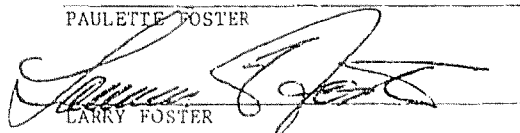
12. The respective covenants set forth herein shall be deemed covenants that run with the land and the parties' respective heirs, successors and assigns shall be bound thereby. If any action is instituted on account of this agreement, the prevailing party therein shall be entitled to his/her reasonable costs and attorney fees.

DATED this ____ day of September, 1983.


JAMES P. MORGENSEN


ROSMARIE MORGENSEN


MYRTLE BENSON

PAULETTE FOSTER

LARRY FOSTER

DEL RAY PROPERTIES, INC.

President

EXHIBIT "1"

(a)

That portion of the following described tract lying Southwesterly of Secondary State Hwy. #21-A (Poulsbo vicinity), said tract being more particularly described as follows: BEGINNING at the SE corner of Section 10, Township 26 N, Range 1 E, W.M., thence W along the section line 379.50 feet; thence N 237.0 feet; thence N 28°16' E 105.6 feet; thence N 933.7 feet; thence E 150.0 feet; thence N 641.3 feet; thence E 180.0 feet, more or less, to the section line common to Sections 10 and 11; thence S along section line a distance of 1905.0 feet to point of beginning; EXCEPT portion thereof, if any, conveyed to John Anderson and Edith Anderson by deed recorded under Auditor's file #422440, records of said County; AND EXCEPT roads.

(b)

That portion of the following described tract lying Southwesterly of Secondary State Hwy. #21-A (Poulsbo vicinity), said tract being more particularly described as follows: BEGINNING at the SW corner of Section 11, Township 26 N, Range 1 E, W.M.; thence E along section line a distance of 108.5 feet; thence N 5°09' W 93.7 feet; thence N 76°11' E 160.0 feet; thence N 23°35' W 341.9 feet; thence N 68°27' 1/2' east 182.6 feet to the W margin of County road; thence N 7°19' W along the W margin of County road a distance of 1404.5 feet; thence W 170.0 feet, more or less, to the section line common to Section 10 and 11; thence S along section line 1905.0 feet to point of beginning.

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REEL 309 481

EXHIBIT "2"

Parcel 1:

Beginning at the SE corner of Section 30, Township 25 N, Range 1 E, W.M.; thence W along section line 379.50 feet; thence N 237.0 feet; thence N 28° 16' E 105.6 feet; thence N 933.7 feet; thence E 150.0 feet; thence N 641.3 feet; thence E 180.0 feet, more or less, to the section line common to Sections 10 and 11; thence S along section line a distance of 1905.0 feet to the point of beginning; EXCEPT portion thereof, if any, conveyed to John Anderson and Edith Anderson by Deed recorded as Auditor's file #422440; AND EXCEPT roads.

Parcel 2:

Beginning at the SW corner of Section 11, Township 26 N, Range 1 E, W.M., thence E along section line a distance of 168.5 feet; thence N 5°09' W 93.7 feet; thence N 76° 11' E 160.0 feet; thence N 23° 35' W 341.9 feet; thence N 68° 27 1/2' E 182.6 feet to W margin of County road; thence N 7°19' W along W margin of County road a distance of 1404.5 feet; thence W 170.0 feet, more or less, to the section line common to Sections 10 and 11; thence S along section line 1906.0 feet to the point of beginning; EXCEPT roads; situate in Kitsap County, Washington.

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REEL 309 FR 482

EXHIBIT "3"

Parcel A:

The N 528 feet of the NE quarter of the SE quarter, Section 10, Township 26 N, Range 1 E, W.M., lying Easterly of State Hwy. 21-A; AND EXCEPT therefrom the S 169.72 feet of the E 256.66 feet as heretofore conveyed to Elwin Kenton and Linda Kenton by instrument recorded under Auditor's file #1056111, records of Kitsap County; situate in Kitsap County, Washington.

Parcel B:

All that portion of the following lying W of existing road: THAT portion of the NW quarter of the SW quarter, Section 11, Township 24 N, Range 1 E, W.M., described as follows: BEGINNING at the NW corner of the SW quarter of said section; thence S 160 feet to the true point of beginning; thence E 660 feet; thence S 160 feet; thence W 660 feet; thence N 160 feet to the point of beginning; situate in Kitsap County, Washington.

8405180091

RELL309FR 483

STATE OF WASHINGTON)
) ss
COUNTY OF KITSAP)

ON THIS DAY personally appeared before me JAMES P. MORGENSEN and ROSMARIE MORGENSEN, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND and official seal this 16th day of October, 1984.

[Signature]
NOTARY PUBLIC in and for the State
of Washington, residing at [Address]

STATE OF WASHINGTON)
) ss
COUNTY OF KITSAP)

ON THIS DAY personally appeared before me MYRTLE BENSON, a single woman, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND and official seal this 17th day of October, 1984.

[Signature]
NOTARY PUBLIC in and for the State
of Washington, residing at [Address]

STATE OF WASHINGTON)
) ss
COUNTY OF KITSAP)

Laurence E. Foster

ON THIS DAY personally appeared before me ~~LARRY FOSTER and PAULETTE FOSTER~~, ~~husband and wife~~, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that ~~they~~ signed the same as ~~their~~ free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND and official seal this 14th day of April, 1984.

Barla E. Hume
NOTARY PUBLIC in and for the State
of Washington, residing at Porto

STATE OF WASHINGTON)
) ss
COUNTY OF KITSAP)

Laurence E Foster

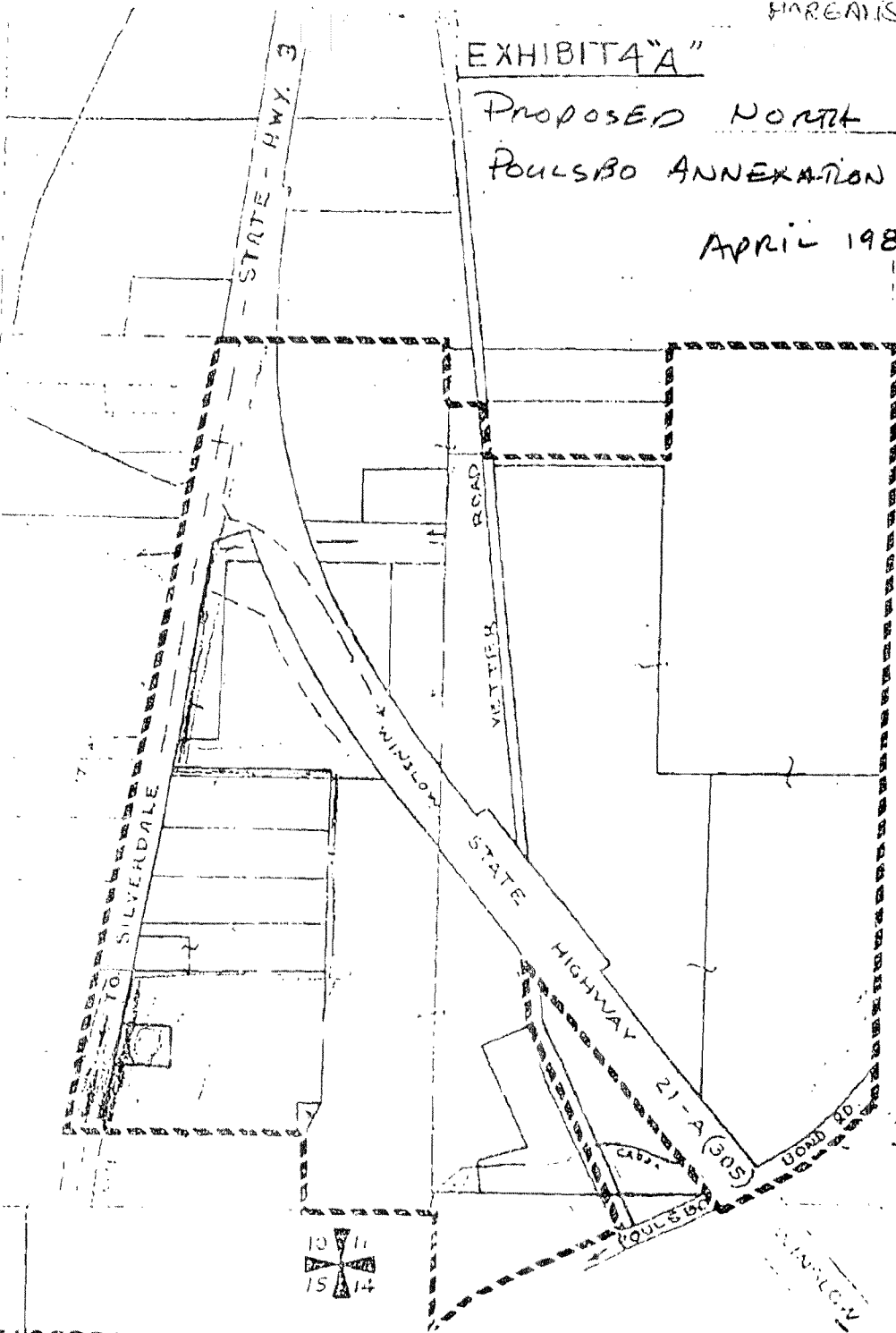
ON THIS DAY personally appeared before me ~~LARRY FOSTER~~ President of DEL RAY PROPERTIES, INC. to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he is authorized to sign the same on behalf of said corporation and did so as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND and official seal this 14th day of April, 1984.

Barla E. Hume
NOTARY PUBLIC in and for the State
of Washington, residing at Porto

8405180091

April 1984



840518009+

REEL 309FR 485

Exhibit "A" B

DETAIL Proposed North
POULSBY ANNEXATION
Preliminary UTILITIES

APRIL 1984



26-01-4-012-200

02201-4-012-2009

02201-4-008-2007

Proposed Sewer
Proposed Water Main

HIGHWAY

21-A

WINSLOW

Proposed Water Main

ONE

BIG VALLEY

LITTLE VALLEY ROAD

DETAIL "C"

DETAIL "B"

Reel 309FR 486

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0060.150.011A
JEH/crd
11/23/87

P.O. Box 983
Poulsbo, WA
98370

REC. OF City of Poulsbo
1988 MAR 16 AM 9 20

received
3-11-88 RHC

KAREN FLYNN
KITSAP COUNTY AUDITOR
DEPUTY

TRIDENT BUSINESS PARK
FILE # 2-26-87-2

AGREEMENT TO WAIVE PROTEST TO LID

WHEREAS, LARRY FOSTER is the Owner or authorized agent of the Owner of real property in the City of Poulsbo, Washington, commonly known as the Trident Business Park site, located between State Highway 3 and Vetter Road, north of State Highway 305, the legal description of which is set forth on Exhibit A of this agreement, attached hereto and incorporated herein by this reference as if set forth in full, and

WHEREAS, development of a business park on the site will create traffic impacts on Vetter Road and the State Highway located on the west side of the property, and will further create impacts on the City's sanitary sewer system, and

WHEREAS, the site will be specially benefitted by improvements to Vetter Road and the highway frontage to the west of the property in order to bring these roads up to City standards and the site will further specially benefit from the installation of sanitary sewers in the roadways and the vicinity of the site, and

WHEREAS, as a condition of rezoning the site from R-1 (residential single family) to BLI (business light industrial), the Owner is required to agree to participate in a Local Improvement District as authorized by RCW 35.43.046 for street and utility improvements when one is formed in the future,

NOW, THEREFORE, it is hereby agreed as follows:

1. Owner acknowledges that state law and city ordinance provide the City may require certain street and utility improvements to be made by the Owner as conditions of, and to mitigate effects of, development, and further acknowledges that the consideration for this agreement shall be approval of a rezone for the Trident Business Park site without requiring the Owner to make such improvements.

2. Owner acknowledges that the entire property described on Exhibit A will be specially benefitted by improvements to Vetter Road and the highway frontage on the west side of the property in accordance with city standards and by the installation and improvement of sanitary sewers in the roadways and in the vicinity of the site, and agrees to participate in any Local Improvement District or Utility Local Improvement District which is formed for the purposes of providing these improvements.

3. The Owner waives its right to protest the formation of any such LID or ULID, provided that the Owner shall retain the right to contest the method of calculating the assessments and

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REEL 454FR 691

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the amount thereof.

4. This agreement shall be a covenant running with the land and shall be filed and recorded with the Kitsap County auditor and assessor and shall be binding upon the Owner and subsequent property owners, their successors in interest and assigns.

DATED this 9th day of March, 1988.

Del Ray Properties, Inc.

[Signature]
President

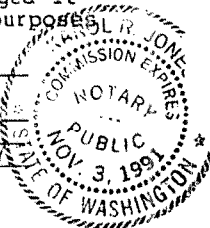
ACCEPTED BY THE
CITY OF POULSBORO:

BY: Richard Mithun

State of Washington
County of Kitsap

I certify that I know or have satisfactory evidence that Richard Mitchum signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated March 17, 1988
Signature of [Signature]
Notary Public Karel R. Jones
Title Notary Public
My appointment expires 11-3-1991



State of Washington
County of ~~Kitsap~~ San Juan

I certify that I know or have satisfactory evidence that [Signature] signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the of Del Ray Properties, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated March 9 - 1988
Signature of [Signature]
Notary Public [Signature]
Title Notary Public
My appointment expires 6/1/91

REEL 154FR 692

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TRIDENT BUSINESS PARK

EXHIBIT A

Section 10, Township 26, Range 1E:
TH PTN OF NE1/4 SE1/4 CONVD BY AUD NO 1137724 DAF THE N 528FT OF
NE1/4 SE1/4 LYING ELY OF S/HWY 21-A & EXC THFR THE S 169.72FT OF
E 256.66FT;

and

SECTION 11 TOWNSHIP 26 RANGE 1E:
ALL TH PTN OF FOLG LY W OF EXST RD TH PTN NW1/4 SW1/4 DAF BAT NW
COR SW1/4 SD SEC TH S 160FT TO TPOB TH E 660FT TH S 160FT TH W
660FT TH N 160FT TO POB.

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WD Nov 1 46

Aug 15 46 \$101 ovc \$1.00 \$1.10 1rs

Pope & Talbot, Inc, a Calif Corp

to Kenneth Dailey and Jessamine Dailey

Fp cvys and wars to sp the fdre, sit in KCW

437492

(9)

That ptn of the N 528 ft of the NE $\frac{1}{4}$ of SE $\frac{1}{4}$, Sec 10, Twp 26 N R 1 E WM, lyg E of St Hwy No 21.

The Grantor hrby raves unto itself and unto its s and a, the full, complete and absolute rts to all oils, gases, coal, sand, gravel, clay, fossils, metals, and minerals of every name and nature wch may be in or upon sd ld or any part throf in commercial quantities with the rt of entry upon sd ld to prospect and explore for and also to take, mine and remove the same, provided, sd Grtee, his s, h and a, shall be reasonably compensated for all damage done to the surface of sd ld and the imp-rvmts thron in carryg on of any of such operations.

Subj, However, to rsvtns, if any, in gov grants and subj further to all esmts, rts of way and privileges wch have been hrtofore sold, or granted to or condemned or acqg by any municipality, person, firm, corp or the public.

In addition, there are also excluded fm the wrties of this D any and all unpd taxes and asesmts, and a y and all liens, encumbrances, charges, liabilities and claims of whatsoever kind arisg, created permitted or imposed on sd ppty fm and after the 7th day of July 1942.

IWW, the Grtor has caused this inst to be exec by its proper officers and its corp seal to be hrunto affixed.

(cont)

Corp Seal

Pope & Talbot, Inc,
By F C Talbot, 1st Vice Pres

Attest: Jos L Paiva, Sec

City and Co of San Fran, Calif, Aug 16 46 by F x C Talbot,
1st Vice Pres and Jos L Paiva, Sec of fp, the corp (CF) bef
Florence Haney NP in and for City & Co of San Fran, Calif
NS May 23 49.

Fld BTCO ml E J Eliason, Poulsbo.

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JEH/gg
09/29/87
R:10/19/87
R:11/19/87crd

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10
Po. Box 98
Poulsbo, wa.
97570

FILED FOR RECORD
City of Poulsbo
1987 MAR 18 AM 9 20
LAREN ELLIOTT
KITSAP COUNTY AUDITOR
DEPUTY 2

ORDINANCE NO. 87-38

AN ORDINANCE OF THE CITY OF POULSBO, WASHINGTON, AMENDING THE OFFICIAL ZONING MAP OF THE CITY TO CHANGE THE ZONING DESIGNATION OF CERTAIN REAL PROPERTY COMMONLY KNOWN AS THE TRIDENT BUSINESS PARK REZONE, FILE NO. 2-26-87-2, FROM R-1 (RESIDENTIAL SINGLE-FAMILY) TO BLI (BUSINESS LIGHT INDUSTRIAL); AND ADOPTING ADDITIONAL FINDINGS AND CONCLUSIONS.

WHEREAS, the Planning Commission at a public hearing begun on May 19, 1987 and continued from time to time until completed on July 21, 1987, considered the following amendment to the official zoning map of the City and on August 4, 1987 made its findings, conclusions and recommendation which was forwarded to the City Council, and

WHEREAS, the City Council at a public meeting on August 19, 1987, reviewed the recommendations of the Planning Commission and at the conclusion of said review determined that the proposed rezone should be approved, and

WHEREAS, the City Council adopted findings, conclusions and conditions for the approval of the rezone at its meeting of August 19, 1987, now, therefore,

THE CITY COUNCIL OF THE CITY OF POULSBO, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. The following additional findings and conclusions are adopted by the City Council in connection with the rezone of that certain property described on Exhibit A

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-1-

REEL 454FR 685

JEH003450/0060.150.011A

attached hereto and incorporated herein by this reference as if set forth in full, and commonly known as the Trident Business Park Rezone, City File No. 2-26-87-2:

A. The comprehensive plan and zoning code analyses contained in the City of Poulsbo staff report on the Trident Industrial Park rezone, and the findings and conclusions contained in that report, are hereby adopted as additional findings and conclusions of the City Council concerning the rezone.

B. The proposed zoning change to Business Light Industrial, with the conditions set forth in Section 3 of this ordinance, conforms to the goals, policies, objectives and industrial land use designation for the property set forth in the Comprehensive Plan.

C. The zoning of surrounding properties is predominantly residential. The comprehensive plan designates this property as industrial, however, and with the conditions set forth in Section 3 of this ordinance, the BLI use of the property will be compatible with surrounding existing land uses and zoning.

D. Because the zoning implements the comprehensive plan, no changed circumstances need be shown to justify or substantiate the rezone.

E. With the conditions set forth in Section 3 of this ordinance, the public health, safety, morals and welfare will be preserved and furthered by the rezone.

Section 2. The official zoning map of the City of Poulsbo is hereby amended by changing the zoning classification of certain property described on Exhibit A from R-1 (Residential Single-Family) to BLI (Business Light Industrial).

Section 3. As a condition of any site plan approval and any other development permits to be issued by the City in connection with actual development of the property rezoned by this ordinance, the following shall be imposed:

A. A 50' buffer area shall be required on the north property line and east property line (except the east

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-2-

PECL454FR 686

JEH003450/0060.150.011A

property line abutting the property commonly known as the "Sylling property") with the specific type of buffer to be specified at the time of site plan review. The 50' buffer shall be left undisturbed with no clearing of existing vegetation in order to provide adequate separation and buffering between this property and the residential property to the north unless approved by the City Council as part of the site plan review.

B. All utility plans shall be reviewed and approved by the City Engineer and Public Works Superintendent prior to any utility installation.

C. The southwest road stop on lot 1 shall be paved and built to City standards with a 20' paved approach beyond the property line to prevent damage to the new road. The eastern most road stub shown on the site plan submitted in connection with the rezone shall be eliminated until such time as the alignment of the east-west road route is determined by the City.

D. Provisions for street lighting shall be approved by the City Engineer and designed and/or approved by Puget Power.

E. The alignment of the required 50' west right-of-way in improvements to the road shall be determined at the site plan review stage. The road alignment shall be as far south as possible under City standards and with due consideration for safety. The Sylling property shall be given a residential and commercial access easement across the Foster property to the new east-west road at the time of road development.

F. All dry sewer lines, if installed, shall extend beyond paved areas.

G. Ingress and Egress to the site shall be improved and developed per the G.R. Parrott, P.E. traffic impact analysis and built to state and City standards applicable at the time of site plan review.

H. The SR/305 intersection shall be improved subject to the conditions as stated in the letter from the Washington State Department of Transportation dated June 26, 1987. Each additional site plan review shall be reviewed by the Department of Transportation in relation to possible additional intersection improvements. All lighting on site must be shielded and directed on the site and away from the Vetter Road area.

I. The owners of the property shall sign a commitment not to oppose a future LID for improvements on Vetter Road, the remainder of the highway frontage on the west side of the property, and the installation of sanitary sewers.

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REEL 454FR 687

-3-

JEH003450/0060.150.011A

J. A restroom facility shall be installed on site as approved by the City Engineer.

K. The proposed 50' right-of-way road in the Trident Business Park development shall be realigned to the southern portion of the property with ingress and egress to Vetter road being at the southeast corner of said property.

L. Vetter road shall not be opened as a through street without approval of the City Council. Barriers shall be installed at a point to the direct north of the ingress and egress of the Trident Business Park right-of-way to Vetter road in order to maintain the county section of Vetter Road as a dead end road as it is currently designated.

M. The setback on the east Vetter road side of the Trident Business Park shall be 50' in order to provide adequate buffering from adjacent properties. This 50' setback shall be landscaped with a view obscuring fence and heavy density vegetation and no building openings shall face the setback area. All activity areas and functional areas of the compound shall be located outside the setback area.

Section 4. The Planning Department shall notify residents in the neighborhood of any application for site plan review prior to the time of review by the Planning Commission.

Section 5. The Planning Director is hereby instructed to make the necessary amendments to the official zoning map of the City of Poulsbo pursuant to this ordinance.

Section 6. This ordinance shall take effect and be in full force five (5) days after publication of the attached summary which is hereby approved.

CITY OF POULSBO


MAYOR, RICHARD M. MITCHUSSON

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PEEL 454FR 688

-4-

JEH003450/0060.150.011A

ATTEST/AUTHENTICATED:

Joyce R. Vosburg
CITY CLERK, JOYCE VOSBURG

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

James E. Hargis

FILED WITH THE CITY CLERK: October 2, 1987
PASSED BY THE CITY COUNCIL: October 14, 1987
PUBLISHED: March 23, 1988
EFFECTIVE DATE: March 28, 1988
ORDINANCE NO. 87-38

8803160061

REEL 454FR 689

-5-

JEH003450/0060.150.011A

Exhibit A to
Ordinance 87-38

TRIDENT BUSINESS PARK

Section 10, Township 26, Range 1E:
TH PTN OF NE1/4 SE1/4 CONVD BY AUD NO 1137724 DAF THE N 528FT OF
NE1/4 SE1/4 LYING ELY OF S/HWY 21-A & EXC THFR THE S 169.72FT OF
E 256.66FT;

and

SECTION 11 TOWNSHIP 26 RANGE 1E:
ALL TH PTN OF FOLG LY W OF EXST RD TH PTN NW1/4 SW1/4 DAF BAT NW
COR SW1/4 SD SEC TH S 160FT TO TPOB TH E 660FT TH S 160FT TH W
660FT TH N 160FT TO POB.

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REEL 454FR 690

AFTER RECORDING RETURN TO:

City of Poulsbo
PO Box 98
Poulsbo, WA 98370

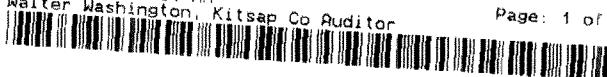
POULSBO CITY OF 200807150001

Agreement Rec Fee: \$ 104.00

07/15/2008 08:31 AM

Walter Washington, Kitsap Co Auditor

Page: 1 of 63



Document Title:

City of Poulsbo Latecomer Agreement #63 for Street and/or Utility
Improvements

Reference Number(s) of Documents Assigned or Released: N/A

Grantor: City of Poulsbo
PO Box 98
Poulsbo, Washington 98370

Grantees: Unruh Investments, LLC
4576 Point White Drive NE
Bainbridge Island, Washington 98110

Legal Descriptions:

PORTIONS OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER,
SECTION 10, TOWNSHIP 26 NORTH, RANGE 1 EAST, W.M., KITSAP COUNTY,
WASHINGTON; (See additional legal descriptions on Attachment A)

Assessor's Tax Parcel ID #:

102601-1-002-2009; 102601-1-004-2007; 102601-1-005-2006; 102601-1-007-2004;
102601-1-008-2003; 102601-1-009-2002; 102601-1-010-2009; 102601-1-015-2004;
102601-1-018-2001; 102601-1-019-2000; 102601-4-003-2002; 102601-4-022-2009;
102601-4-023-2008; 102601-4-025-2006; 102601-4-027-2004; 102601-4-028-2003;
102601-4-029-2002; 102601-4-038-2001; 102601-4-053-2001; 102601-4-054-2000;
112601-2-011-2005; 112601-2-040-2000; 112601-2-041-2009; 112601-2-042-2008;
112601-2-043-2007; 112601-2-044-2006; 112601-3-003-2003; 112601-3-006-2000;
112601-3-021-2001; 112601-3-033-2007; 112601-3-040-2008; 4380-002-016-0109;
4380-002-030-0002; 4380-002-034-0008

**CITY OF POULSBO
LATECOMER AGREEMENT #63
FOR STREET AND/OR UTILITY IMPROVEMENTS**

EXCISE TAX EXEMPT JUL 15 2008

THIS AGREEMENT is made and entered into between the **City of Poulsbo**, hereinafter the "City", and **Unruh Investments, LLC**, hereinafter "Owners".

WHEREAS, the City of Poulsbo is a Washington municipal corporation, and as such has the power, pursuant to chapters 35.72 and 35.91 of the Revised Code of Washington and chapter 15.30 of the Poulsbo Municipal Code, to contract with owners of real estate for the construction of street and utility improvements and to provide for partial reimbursement of the costs of such construction; and

WHEREAS, the Owners are developing said real estate and are constructing or have constructed street and/or utility improvements to serve that real estate and the public; and

WHEREAS, said facilities will benefit other properties and relieve the developers of those properties from the burden of construction of similar facilities, and Owners should therefore receive reimbursement from the owners of such other properties of a fair share portion of cost of construction of the facilities; and

WHEREAS, the public notice requirements of chapter 15.30 PMC have been complied with; now, therefore,

IN CONSIDERATION OF THE MUTUAL BENEFITS and conditions hereinafter contained, the parties hereto agree as follows:

1. CONSTRUCTION OF PUBLIC IMPROVEMENTS. Owners agree to construct and install, or have constructed and installed, at Owners' expense the utility and/or street improvements described on **Attachment A**, attached hereto and incorporated herein by this reference as if set forth in full, hereinafter the "Improvements" or "Facilities". Construction shall be done according to applicable City standards and according to plans approved by the City. All costs for engineering, design, construction and inspection of said facilities, whether incurred by the City or by the Owners, shall be paid by the Owners.

2. DEDICATION OF IMPROVEMENTS FOR PUBLIC USE/EASEMENT. Upon completion of the improvements and acceptance by the City, or prior to the execution of this Agreement, whichever is later, Owners agree to grant such facilities and the real property wherein they lie to the City for use by the public. Owners warrant that they have good title and the right to convey said improvements and lands to the City and shall transfer title free and clear of all encumbrances by statutory warranty deed or other instrument acceptable to the City and bill of sale.



Owners shall guarantee the workmanship and material in the improvements for a period of two years after date of acceptance by the City through provision of a bond, cash deposit or other security acceptable to the City and approved by the City Attorney. Owners shall further warrant that there are no persons, firms, or corporations who have filed or have the right to file a lien against the improvements or real property which remain unsatisfied at the time of transfer. In the event any lien or other claim is asserted against the improvements or real property after conveyance, then Owners shall indemnify, defend and hold harmless the City from loss on account thereof, and in the event the City shall incur any expense in defense or resolution of such claim, then the City shall have a lien against any funds then or thereafter deposited pursuant to this Agreement for the satisfaction of such expense. Owners further agree that, if determined necessary by the City Engineer, they shall also grant to the City a permanent utility easement for the maintenance, replacement and repair of such facilities, the location and extent of which shall be determined by the City Engineer.

3. AS-BUILT PLANS. Owners agree to provide to the City, at Owners' expense, a complete set of as built plans for the facilities. Provision of said plans shall be a prerequisite to City acceptance and approval of the facilities.

4. BENEFITED AREA AND ALLOCATIONS. Owners and City agree that the facilities described herein will directly benefit certain property not owned by Owners which is legally described in **Exhibit G to Attachment A**, by enabling or facilitating development thereof. Pursuant to Chapters 35.72 and/or 35.91 RCW, the City agrees to assess a share of the costs of constructing said facilities against those owners of real estate located in the area described on said **Exhibit G** who did not contribute to the original cost of the facilities constructed by the Owners under this Agreement, as follows:

(1) In the case of a sewer and/or water facility, after this Agreement is recorded in the County Auditor's office as required by Section 15.30.090 of the Poulsbo Municipal Code and during the term of this Agreement, those owners who tap into and/or connect to said facility, including its laterals or branches connected thereto, and have the right to commence using the facilities; and

(2) In the case of a street improvement, those owners who apply for a building permit or other development approval after this Agreement is recorded in the County Auditor's office as required in section 15.30.090 PMC and during the term of this Agreement for development which, had it not been for construction of the facilities provided for in this Agreement, would not have been permitted without construction of similar facilities.

The share for each parcel of real estate contained within the area described on **Exhibit G** shall be as specified in, or calculated pursuant to the method set forth in

