



200309220439

Page: 1 of 31  
09/22/2003 03:45P  
Kitsap Co, WA

TRANSACTION TITLE INS CO DEED \$68.00

RETURN TO:

Thomas C. O'Hare  
Smith & O'Hare P.S. Inc.  
P.O. Box 68  
Silverdale, Washington 98383

20008286

EXCISE TAX EXEMPT SEP 22 2003

DEED AND DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS

Tax Parcel Nos. 322402-1-070-2001, 322402-1-071-2000, 322402-1-072-2009, and 322402-1-073-2008

Abbreviated Legal Description: NE 1/4, NE 1/4, S32 T24N R2E  
See pages \_\_\_\_\_ for additional legal descriptions

THIS Deed and Declaration of Covenants, Conditions, and Restrictions made this day by and between **BRAE EDGE L.L.C.**, referred to herein as "BRAE EDGE"; and **TIERNEY PROPERTIES, INC.**, hereinafter referred to as "TIERNEY." The parties hereto are hereinafter collectively referred to as Declarants.

WHEREAS, BRAE EDGE is the owner of the following real property described on Exhibit A attached hereto and incorporated herein by this reference, and

WHEREAS, TIERNEY is the owner of the real property described on Exhibit B attached hereto and incorporated herein by this reference, and

WHEREAS, the Declarants are in the process of seeking approval from Kitsap County of a binding site plan encompassing all of the real property set forth above, which plan is known as the Cambridge Springs Commercial Center and Office Park Site Plan filed under Application No. 970221-025 and as preliminarily approved by Kitsap County Board of Commissioners, Resolution No. 971009-02A, hereinafter referred to as the "site plan"; and

WHEREAS, it is a condition of approval of the site plan that a portion of the property legally described as follows and hereinafter referred to as the "common area" be dedicated to serve as a (1) surface water drainage system and retention and infiltration pond; (2) primary and reserve drainfield areas for all of the real properties described on Exhibits A and B attached hereto; (3) wetlands and (4) buffer areas, which "common area" is described on Exhibit C attached hereto and incorporated herein by this reference and outlined on a map attached hereto as Exhibit D and incorporated herein by this reference; and

WHEREAS, the parties are desirous of defining their mutual rights, responsibilities, and duties with respect to the maintenance of the common areas drainage and sewage facilities to be located in the common area, and



WHEREAS the parties wish to apply additional covenants to the properties to restrict certain actions and activities for the mutual benefit of the lot owners,

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and agreements set forth herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto make the following conveyances and agreements:

1. **Deed.** Each party hereto conveys and quitclaims each unto the other an undivided interest in the common area described above which common area shall be appurtenant to the real property owned by the parties as described in the recitals hereto, and ownership of which shall be subject to the use covenants, conditions, and restrictions set forth hereinafter. The percentage of the ownership of the common areas of each party shall be the same as specified in Paragraph 2 herein for voting and allocation of responsibility for maintenance and repair of common areas.

2. **Allocation of Ownership and Maintenance Responsibilities.** For purposes of percentage of ownership of common areas, all voting permitted or required herein and allocation of responsibility for maintenance and operation of

common areas, the below described properties shall be assigned the following percentages:

Tierney Properties Lot B	13.4%
Tierney Properties Lot G	17.1%
Brae Edge L.L.C. Lot C	25.1%
Brae Edge L.L.C. Lot D	13.4%
Brae Edge L.L.C. Lot E	12.5%
Brae Edge L.L.C. Lot F	8.2%
Brae Edge L.L.C. Lot J	10.3%

Maintenance costs shall only be allocated to lots which are improved with a structure. Voting percentages shall be as specified herein regardless of the improvements or structures on the various lots. For voting purposes, the person or entity which own(s) the vendee's interest in a real estate contract shall be deemed an owner, not the holder of the vendor's interest in any such real estate contract.

For the purpose of determining a majority of the owners, each lot will be deemed to have only one owner. In the event of a conflict of persons claiming ownership of a particular lot of property, that lot will be deemed to have no vote for the purpose of this section until such conflict is resolved amongst the claimants.



2.1 **Damage by Owner.** If damage is occasioned to any of the facilities in the common area by one or more owners or by the acts of any persons or entities for whom those owners are responsible, that owner or owners shall be solely responsible for any maintenance or repairs so occasioned.

2.2 **Separate Maintenance of Facilities Serving Individual Lots.** Each legal lot owner shall be solely responsible for the maintenance and repair of any facilities located in the common area servicing only that owner's property, including but not limited to individual drainfields.

3. **Use Covenants, Conditions, and Restrictions.**

3.1. **Use.** The common areas shall be used, in the locations specified herein, for a surface water drainage facility, including storm water retention and infiltration pond, for the maintenance of primary and reserve septic drainfield areas serving all of the properties to which the common area is appurtenant and for wetland preservation and buffer areas and otherwise shall be used for no other purpose. Buffer areas, as the term is utilized herein, shall refer to those areas within the property subject to these covenants which have been designated as buffer areas on the site plan or plans for Cambridge Springs approved by Kitsap County Washington. The common areas and buffer areas may be subjected to utility



200309220439

Page: 5 of 31

09/22/2003 03:45P

Kitsap Co, WA

TRANSACTION TITLE INS CO DEED \$68.00

easements consistent with the intended uses of the common areas and buffer areas and lots within the Cambridge Springs Development.

3.2. **Governmental Regulation.** These use covenants, conditions, and restrictions are supplemental to all existing zoning and health codes, statutes, regulations, and ordinances of the State of Washington and Kitsap County, Washington, and shall not be construed in any way as reducing the requirements contained therein.

3.3. **Maintenance Responsibilities.** Operation and maintenance of sewage or septic drainfield facilities in the portions of the common areas designated for such purposes shall be exclusively the responsibility of the owner of the property served by such system. Such property owner shall also have exclusive responsibility for maintenance and repair of any septic tanks and conveyance lines transporting sewage or waste to the drainfield area. Any required maintenance of any portion of Tract I not allocated as a drainfield area for one of the Lots shall be carried out as common area maintenance as otherwise provided for herein. Maintenance of the storm drainage system, storm water retention and infiltration facilities and transport lines and ditches shall be the joint responsibility of the property owners and shall be managed and funded as otherwise



specified herein with respect to such joint responsibility items. Maintenance schedules, frequency, methods and procedures shall be carried out pursuant to Section III-3.6.4 of the Washington State Department of Ecology, Stormwater Management Manual for the Puget Sound Basin or a technically equivalent document approved by the Washington State Department of Ecology. In the event that any maintenance is necessary in the wetland and buffer area, such maintenance shall also be the joint responsibility of the property owners and funded as otherwise specified herein with respect to such joint responsibility items.

The following Conditions of Approval were included in approval of the subject project by Kitsap County:

"1. The roadway that provides access to the Binding Site Plan 02-28 properties is served by storm water facilities including conveyance quality and infiltration systems. All maintenance shall be the responsibility of the owners and not dedicated to the public or conveyed to any public or private utility.

2. Maintenance of the storm drainage system shall be the responsibility of all owners of the Binding Site Plan 02-28. Maintenance schedules, frequency, methods and procedures shall be carried out pursuant to Section III-3.6.4 of the



Washington State Department of Ecology, Storm water Management Manual for the Puget Sound Basin, or a technically equivalent document approved by the Washington State Department of Ecology. If there should at any time cease to be a management committee or association maintenance of the storm drainage system, the owners shall continue it on a regular basis. The cost incurred for such maintenance shall be borne by all of the owners.

3. Lot owners shall comply with all the requirements set forth in the Declaration of Covenants, Conditions and Restrictions (CCR's) recorded under Auditor's File No. \_\_\_\_\_, records of Kitsap County, Washington.

4. Binding Site Plan 02-28 owners and their respective successors and assigns, shall maintain, repair, replace and use the storm water facilities including infiltration systems culverts, trenches, pipelines and bio-filtration swales located within the site. The drainage system(s) have been constructed in accordance with the design drawings issued for construction under Site Development Activity Permit 98-1295, 02-626, and 02-4507 and Conditions of Acceptance dated July 6, 1999 and July 23, 2002 and \_\_\_\_\_, 2003 on file with Kitsap County Development Engineering.





5. Protection Covenants, Conditions, Easement and Restrictions have been established prior to Binding Site Plan Approval to ensure perpetual maintenance of private roads, storm drainage facilities, landscaping and common open space pursuant to these Covenants.

6. Lot owners are responsible for maintenance of all landscaping within their lot except as provided for in the CCR's.

7. The lot owners grant and convey to each other, for use and benefit of all lot owners of the lots created by this Binding Site Plan, their tenants, customers, licensees and invitees with respect to the total parcel, the right of ingress, egress and/or utility transmission systems over, across and through the easements as depicted on this Binding Site Plan.

8. The reciprocal use conditions are perpetual and all provisions and covenants are intended to run with the land and be binding on, and inure to the benefit of the lot owners and their heirs, successor and assigns and may not be modified in any way except as provided for in the CCR's.

9. Development on each lot is considered a major development as defined in the Kitsap County Storm Water



Management Ordinance #199-1996, and such will require of Site Development Activity Permit (SDAP).

10. Storm water quantity control, quality treatment and erosion and sedimentation control shall be designed in accordance with Ordinance #199-1996 or the effective ordinance at the time of SDAP application. The submittal documents shall be prepared by a civil engineer licensed in the State of Washington. The fees and submittal requirements shall be in accordance with Kitsap County ordinance in effect at the time of SDAP.

11. The owner(s) shall be responsible for maintenance of the on-site storm drainage facilities for this development following construction. Before issuance of occupancy permits for this development, the person(s) holding title to the subject property for which the storm drainage facilities are required shall record a Declaration of Covenant that guarantees the county that the system(s) will be properly maintained. Wording must be included in the covenant that will allow the county to inspect the system and perform the necessary maintenance in the event the system is not performing properly. This will be done only after notifying the owner and giving him a reasonable time to do the necessary work. Should county forces be required to do the work, the owner will be billed the



maximum amount allowed by law. The terms and responsibilities of ownership and maintenance are defined in the Covenants contained herein.

The following Notice is required to be recorded as a part of the approval by Kitsap County of the Cambridge Springs project:

**"NOTICE**

1. All development of the property shall conform to that depicted on this drawing.

2. All development of the property shall conform to that depicted in the P.U.D.

Approval Date: July 10, 1995

Resolution Number: 244-1995

3. All lots of this Binding Site Plan are together with an interest in Tract A and Tract K in the percentages set forth in Paragraph 2 herein.

4. Lot C is subject to maintenance and monitoring requirements for an alternate on-site sewage disposal system per Auditor's File No. 200008240314

5. All lots are subject to participation in county road improvements per Auditor's File No. 3200173.



6. An ingress and egress easement is granted to Kitsap County across all lots of Binding Site Plan 02-28 for the purpose of inspection of all storm water facilities contained therein."

3.4. **Selection of Manager and Imposition of Charges for Actual or Anticipated Maintenance and Repair Expenses.** A majority of the lot owners, voting as specified in Paragraph 2 above, by a document in writing, in a form acceptable for recording with the office of the Kitsap County, Washington, Auditor shall have the authority to designate any one of the other lot owners as the Cambridge Springs common area manager, and said person or entity shall have the authority to open and maintain bank accounts necessary for the deposit and disbursement of funds imposed by the owners for actual and anticipated maintenance and repair of the facilities in the common area. Such manager shall, without limitation, have authority to responsibly contract for the maintenance of the storm water drainage facility, maintenance of the common roadways, and maintenance of joint use signs. A majority of said lot owners may remove and replace the manager by the same procedure. The documents appointing or removing said manager may be recorded with the office of the Kitsap County Auditor by any owner. Notice of the imposition of such charges shall be

mailed to the address and person or entities listed on the rolls of the Kitsap County Treasurer as the person receiving billings for real property taxes or personally delivered to the true owner or one of the true owners of the lot against which the imposition has been charged. The designated Cambridge Springs common area manager shall have the authority to disburse funds collected and shall be immune from liability for any actions taken in good faith with respect to the use and management of said funds.

3.5. **Lien Rights.** In the event that an owner shall fail to pay any of the above amounts, within 30 days of the date the notice of imposition is mailed or personally delivered, the remaining owners shall thereupon have a lien, as described herein for the unpaid amount. The lien shall be calculated and perfected as follows. The remaining owners shall be entitled to the actual amount unpaid plus interest thereon at the highest legal rate in effect at the time that said payment was due. A notice of the lien signed by the Cambridge Springs common area manager on behalf of all of the remaining owners shall be recorded in Kitsap County, Washington. Said notice of lien shall include at least a description of the defaulting owner's property, a reference by recording number to this instrument, the amount due, including interest, the name of the Cambridge



Springs common area manager for the purposes of the lien and collections, and an address and phone number through which others interested in the properties may communicate with the Cambridge Springs common area manager. Said lien may be enforced by foreclosure in the same manner as labor and material liens are then foreclosed in the State of Washington save for the fact that all parties to this agreement waive any statutory time limitation which may apply to enforcing the same and, in addition to the principal and interest due, the remaining owner shall be entitled to all costs of such foreclosure action and such reasonable attorney fees as the Court shall fix for the foreclosure action and any collection efforts of foreclosure. The responsibility of any owner to pay any of the above amounts when due may also be enforced by the non-defaulting owner or owners by means of a suit at law or in equity in the Superior Court for Kitsap County, Washington, and in addition to the principal and interest due, the remaining owners shall be entitled to all costs of such action and such reasonable attorney fees that the Court shall fix for the action and any collection efforts preceding or following the action.

**3.6 Creation of Easements in Common Areas.** A majority of said lot owners, by an instrument in writing, shall also have the authority to authorize the manager to create utility

easements over and across common areas and impose such charges against the other owners as they believe necessary to pay for anticipated or actual maintenance and repair costs of the facilities in the common area.

4. **Noise, Odors, Junk and Clutter.** None of the real property subject to these covenants shall be utilized in such a way as to produce noise or odors which unreasonably disturb persons utilizing the other properties subject to these covenants keeping in mind that the intended uses of the properties subject to these covenants are business uses. Odors or noises which necessarily and ordinarily occur in the ordinary course of operation of either a restaurant or a convenience store\gas station shall not be deemed to be odors or noises subject to this prohibition.

5. **Landscaping.** Each of the properties subject to these covenants shall maintain landscaping in any required landscaping and buffer areas within such properties in an attractive, neat and clean condition. Landscaping shall be carried out in a generally consistent landscaping plan applicable to each property of the Cambridge Springs development. In the event any property owner shall fail to so maintain its landscaping and buffer areas, the remaining owners may, by majority vote, following at least 30 days written

notice, elect to take over maintenance of such landscaping and buffer areas at the cost of the property owner failing to so maintain such landscaping and/or buffer areas until said owner resumes maintenance of its own lot.

6. **Uses.** None of the properties subject to these covenants shall be used for any of the following purposes: junkyards, wrecking yards, chemical manufacturing or storage, concrete or asphalt batch plants, sand or gravel storage; except that chemicals, sand and gravel may be stored on the site of any nursery/garden supply business located upon the premises.

7. **Reciprocal Parking and Rights of Access and Egress.**

Each owner shall be responsible, at the time of development of each individual parcel, for paving and striping parking areas suitable for and required in the site plan approved by Kitsap County for such property. This provision shall be separate and apart and shall not otherwise control any agreement between any parties which is separate and distinct from the provisions of these Covenants. Each property owner shall be responsible for maintaining his own parking area in a clean and usable condition including lighting, periodic and regular cleaning and sweeping and maintaining the striping in good condition. Each of the properties shall have the right, in common with all other owners, to parking for customers and employees in designated





parking spaces on any of the properties within the Cambridge Springs development. The Cambridge Springs property owners, by majority vote as specified herein, may adopt reasonable regulations for use of such parking areas including, without limitation, designation of "customer only" parking spaces, designation of short term parking spaces, and prohibition of overnight and/or long term parking. All regulations must apply to customers and employees of all Lots and may not impose burdens or benefits on any lot which are not generally applied to all lots. No regulations may be adopted which allocate specific parking spaces to customers of a particular lot or business or which prohibit customers from one lot from parking on another lot. Regulations may include designation of parking areas as areas which are either "employee" parking areas or "customer parking areas".

The Owners grant and convey to each other, for use and benefit of all Owners, their tenants, customers, licensees and invitees, the right of ingress, egress and or utility transmission systems over across and through the joint use driveways and other easements as depicted on the final site plan applicable to the Cambridge Springs Development.

**8. Joint Use Roadway Maintenance, Lighting, Striping, Cleaning and Signage.** The owners of the properties within



Cambridge Springs shall jointly maintain in a clean and visually attractive manner the common roadways within Cambridge Springs including the cost of maintenance of paving, striping, lighting and cleaning such roadways and the cost of installing signage regarding the use of such roadways. The joint use roadways to be so maintained are those generally marked on the map attached hereto as Exhibit E.

9. **Comprehensive Signage Plan and Joint Use Sign.** The property owners shall cooperate in reaching agreement on a comprehensive signage plan for the various uses of the property consistent with land use approvals and with the rural character of the area prior to occupancy. The cost of maintaining and operating each common or joint use sign on the premises shall be allocated according to the ratio of the area of the sign utilized to advertise uses on each separate property. All joint use signs shall be maintained and operated as set forth herein for maintenance of other joint use facilities.

Lot C and Lot B shall have joint use of a 64 square foot sign located on Lot C along Mile Hill Road. A sign pedestal and electrical service shall be installed at the expense of Lot C and Lot C shall make available on the sign a 14 square foot space in which Lot B may insert a sign at the expense of Lot B. The remainder of the sign shall be available



for use by Lot C. Once installed each party shall be responsible for maintenance of their own signage but shall share, in proportion to their share of the sign (50-14), costs of operating and maintaining the structure of the sign and costs attendant on lighting the sign.

Lot G shall be entitled to exclusive use of a 25 square foot sign in the vicinity of Woods Rd. to be erected at the expense of Lot G.

Absent further agreement of the property owners, Lots D, E, F and J shall not have any right to use of the monument signs on S.E. Mile Hill Drive or Woods Rd. S.E. and all signage connected with such properties shall be on the buildings located on such properties and not on such monument signs.

Sign permits are required for all signs. Signs shall conform to the applicable zoning ordinance.

10. **Buffer Areas and Wetlands.** Approval of by Kitsap County of the Cambridge Springs Development has included and, is anticipated to continue to include, conditions requiring that no clearing of vegetation or cutting of timber may occur in any of the buffer areas or wetlands areas on the site that is delineated on the face of the binding site plan. No vegetation removal shall be conducted in the buffer areas or wetlands areas of the site. Debris or danger tree removal will only be allowed

with approval by the County. Any vegetation removal which is permitted may not be conducted except (1) by majority vote, (2) following written notice to all owners, (3) consistent with any governmental regulations or requirements regarding activity within such wetlands and/or buffer areas and (4) subsequent to the acquisition of all permits required to conduct the vegetation removal in question. Any maintenance required in the Tract A wetlands shall be the common responsibility of the Lot owners as otherwise set forth herein.

The Tract A wetlands may, by majority vote, be deeded, donated or transferred at any time to a governmental or non-profit entity for long term preservation consistent with applicable regulations affecting use of Tract A.

10.1 **Site Plan Amendments.** The owners will support any site plan amendment which would allow the owner or owners of lots B or G (as defined in Exhibit "B" hereto) to add an additional 3,365 square feet of commercial building size, and agree to execute whatever documents are reasonably necessary to effectuate such a site plan amendment. The owners will support any site plan amendment which would allow the owners or owners of lots described on Exhibit A attached hereto affected by these CCR's other than Lots B or G as defined in Exhibit "B" hereto) to add an additional 5035 square feet of commercial building

20



200309220439

Page: 20 of 31

09/22/2003 03:45P

TRANSACTION TITLE INS CO DEED \$68.00 Kitsap Co, WA

size, and agree to execute whatever documents are reasonably necessary to effectuate such a site plan amendment. Notwithstanding any language in paragraph 11.5 hereof, this paragraph 10.1 shall not be amended except by a properly acknowledged written and recorded instrument signed by not less than all of the owners.

11. **General Provisions.**

11.1. **Effective Dates.** The provisions of this instrument shall become effective as of the date this instrument is recorded with the office of the Kitsap County, Washington, Auditor which shall be not later than the date of recording of the Binding Site Plan applicable to the site.

11.2. **Severability.** Invalidation of any one of these promises, agreements, grants, covenants, conveyances, or restrictions by judgment, court order, or legislation shall in no way effect any other provisions which shall remain in full force and effect. No failure to enforce any portion of this instrument shall invalidate any provision of this agreement.

11.3. The designated Cambridge Springs common area manager shall have the authority, in an emergency, if any individual lot owner fails to act in a timely manner, to engage the services of sewage disposal installation/system maintenance committee managers to handle ongoing operation and maintenance



of the septic sewage system so long as the entity selected and the written contract with the entity is preapproved by the Bremerton-Kitsap County Health District with respect to any required maintenance of any septic system that has not been timely performed by a similar entity employed by a lot owner.

11.4. **Binding Effect.** The promises, agreements, grants, conveyances, covenants, and restrictions contained herein shall run with and bind the land, the properties and all future subdivisions thereof regardless of whether or not said properties are occupied or unoccupied, improved or unimproved. Said promises, agreements, grants, conveyances, covenants, and restrictions shall bind the owners of the real properties described herein, their estates, heirs, legatees, successors, and/or assigns.

11.5. **Amendment.** This instrument may be amended only by a properly acknowledged written and recorded instrument signed by not less than two-thirds of the owners; provided, however, that no such amendment may eliminate any provisions which relate to duties to maintain the facilities imposed by governmental statutes or regulations. For the purpose of this provision, each lot shall be considered to have only one owner entitled to enter into any agreement to amend this instrument,



and a person or entity owning two or more lots shall be entitled to as many ownership participation interests as lots owned.

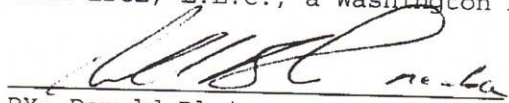
11.6. **Enforcement by Kitsap County Health District.** The Kitsap County Health District shall also have authority to enforce this instrument in order to compel the owners to maintain the facilities as required by state or county law, ordinance, or regulation.

11.7. **Execution of Declaration.** The Declarants as owners of the properties referred to herein hereby join in the execution of this instrument for the purpose of subjecting all the property above-described to the provisions of this instrument.

11.8 **Binding Site Plan.** These Covenants may be recorded either in advance of or concurrently with the Binding Site Plan 02-28 for the project approved by the Kitsap County Department of Community Development and recorded with the Kitsap County Auditor.

DATED this 1st day of May, 2003.

BRAE EDGE, L.L.C., a Washington Limited Liability Company

  
BY: Donald Blair  
Its Managing Member

STATE OF WASHINGTON )

: SS.

COUNTY OF Kitsap )

On this 1st day of May, A. D., 2003, before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Donald Blair to me known to be the Managing Member, of BRAE EDGE, 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/she is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Sandi Seely

NOTARY PUBLIC in and for the  
State of Washington, residing at Bremerton  
My commission expires: 7-19-03.



TIERNEY PROPERTIES, INC., a Washington Corporation

BY: [Signature]  
JAMES R. STRITZEL, Vice President

STATE OF WASHINGTON )

: SS.

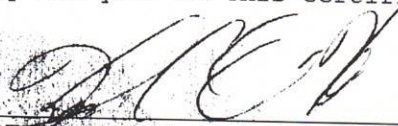
COUNTY OF KITSAP )

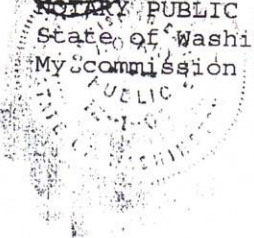




On this 21 day of April, A. D., 2003,  
before me, the undersigned a Notary Public in and for the State  
of Washington, duly commissioned and sworn personally appeared  
JAMES R. STRITZEL to me known to be the Vice-President of  
TIERNEY PROPERTIES, INC., the corporation that executed the  
foregoing 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  
is authorized to execute the said instrument and that the seal  
affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the  
day and year in this certificate above written.

  
\_\_\_\_\_  
NOTARY PUBLIC in and for the  
State of Washington, residing at 345 1/2  
My commission expires: 12/30/06



**EXHIBIT A****BRAE EDGE PROPERTY**

Assessors tax account number 322402-1-070-2001

A PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 24 NORTH, RANGE 2 EAST, W.M., IN KITSAP COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 32, TOGETHER WITH THE EAST TWO (2) ACRES OF THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 32;

EXCEPT THE FOLLOWING DESCRIBED PARCEL:

COMMENCING AT THE NORTHWEST CORNER OF SAID EAST 2 ACRES; THENCE ALONG THE NORTH LINE OF SAID EAST 2 ACRES NORTH 89°35'04" EAST 223.05 FEET TO THE POINT OF BEGINNING; THENCE PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 32, SOUTH 00°38'18" EAST 169.74 FEET; THENCE NORTH 89°35'04" EAST 67.42 FEET; THENCE PARALLEL WITH THE EAST LINE OF SAID SECTION 32 SOUTH 00°36'32" EAST 161.00 FEET; THENCE PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 32,

NORTH 89°35'32" EAST 84.75 FEET; THENCE NORTH 00°36'32" WEST 330.73 FEET TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32; THENCE ALONG SAID NORTH LINE SOUTH 89°35'04" WEST 152.25 FEET TO THE POINT OF BEGINNING,

AND EXCEPT THAT PORTION THEREOF LYING WITH THE BOUNDARIES OF STATE ROUTE 160 RUNNING ALONG THE NORTH LINE THEREOF.

(ALSO KNOWN AS PARCEL A OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER RECORDING NO. 3221529).



200309220439

Page: 26 of 31

09/22/2003 03:45P

TRANSMATION TITLE INS CO DEED \$68.00 Kitsap Co, WA

**BRAE EDGE PROPERTY****Assessors tax account number 322402-1-072-2009**

A PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 24 NORTH, RANGE 2 EAST, WM., IN KITSAP COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE EAST 2 ACRES OF THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 32; THENCE ALONG THE NORTH LINE OF SAID EAST 2 ACRES NORTH 89°35'04" EAST 223.05, THENCE PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 32, SOUTH 0°38'18" EAST 169.74 FEET, THENCE NORTH 89°35'04" EAST 67.42 FEET TO THE POINT OF BEGINNING; THENCE PARALLEL WITH THE EAST LINE OF SAID SECTION 32 SOUTH 00°36'32" EAST 161.00 FEET; THENCE PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 32, NORTH 89°35'32" EAST 84.75 FEET; THENCE NORTH 00°36'32" WEST 114.78 FEET; THENCE NORTH 81°01'29" EAST 70.35 FEET; THENCE ON A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 296.00 FEET FOR AN ARC LENGTH OF 98.03 FEET; THENCE SOUTH 80°00'00" EAST 61.11 FEET; THENCE NORTH 87°50'19" EAST 30.01 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32, THENCE ALONG SAID EAST LINE NORTH 00°36'32" WEST 217.21 FEET TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32; THENCE ALONG SAID NORTH LINE SOUTH 89°35'04" WEST 257.23 FEET TO A POINT 375.30 FEET FROM THE NORTHWEST CORNER OF THE EAST TWO (2) ACRES OF THE WEST HALF OF THE WEST OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 32; THENCE SOUTH 00°38'18" EAST 169.74 FEET; THENCE SOUTH 89°35'04" WEST 84.75 FEET TO THE POINT OF BEGINNING;

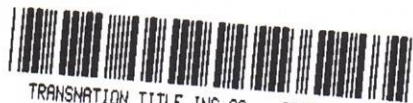
EXCEPT THE EAST 15.00 FEET FOR SE. WOODS ROAD;

ALSO EXCEPT SR-160;

ALSO EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON UNDER AUDITORS FILE NO. 9101310112;

ALSO EXCEPT THAT PORTION CONVEYED TO KITSAP COUNTY UNDER RECORDING NOS. 3169893 AND 3200609;

(ALSO KNOWN AS PARCEL C OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER RECORDING NO. 3221529).



200309220439

Page: 27 of 31

09/22/2003 03:45P

Kitsap Co, WA

TRANSACTION TITLE INS CO

DEED

488.00

**EXHIBIT B****TIERNEY PROPERTY**

Assessors tax account number 322402-1-071-2000

A PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 24 NORTH, RANGE 2 EAST, W.M., IN KITSAP COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:  
RESULTANT PARCEL OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NO. 3221529, DESCRIBED AS:  
COMMENCING AT THE NORTHWEST CORNER OF THE EAST 2 ACRES OF THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 32; THENCE ALONG THE NORTH LINE OF SAID EAST 2 ACRES NORTH 89°35'04" EAST 223.05 FEET TO THE POINT OF BEGINNING; THENCE PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 32, SOUTH 00°38'08" EAST 169.74 FEET; THENCE NORTH 89°35'04" EAST 152.16 FEET, THENCE PARALLEL WITH THE EAST LINE OF SAID SECTION 32 NORTH 00°38'32" WEST 169.74 FEET TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32; THENCE ALONG SAID NORTH LINE SOUTH 89°35'04" WEST 152.25 FEET TO THE POINT OF BEGINNING;  
EXCEPT THAT PORTION THEREOF LYING WITH THE BOUNDARIES OF STATE ROUTE 160 RUNNING ALONG THE NORTH LINE THEREOF.  
(ALSO KNOWN AS PARCEL B OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER RECORDING NO. 3221529).



200309220439

Page: 28 of 31

09/22/2003 03:45P

TRANSACTION TITLE INS CO DEED \$68.00 Kitsap Co. WA

**TIERNEY PROPERTY**  
Assessors tax account number 322402-1-073-2008

A PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 24 NORTH, RANGE 2 EAST, W.M., IN KITSAP COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTHWEST CORNER OF THE EAST 2 ACRES OF THE WEST HALF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 32; THENCE ALONG THE NORTH LINE OF SAID EAST 2 ACRES NORTH 89°35'04" EAST 375.30; THENCE PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32, SOUTH 00°36'32" EAST 215.97 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°36'32" EAST 114.78 FEET TO SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 32; THENCE ALONG SAID SOUTH LINE SOUTH 89°35'32" EAST 257.23 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32; THENCE ALONG SAID EAST LINE NORTH 00°36'32" WEST 113.58 FEET TO A POINT 217.21 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 32; THENCE SOUTH 87°50'19" WEST 30.01 FEET; THENCE NORTH 80°00'00" WEST 61.11 FEET; THENCE ON A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 296.00 FEET FOR AN ARC LENGTH OF 98.03 FEET; THENCE SOUTH 81°01'29" WEST 70.35 FEET TO THE POINT OF BEGINNING; EXCEPT THE EAST 15.00 FEET FOR SE WOODS ROAD.  
(ALSO KNOWN AS REVISED PARCEL D OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER RECORDING NO. 3221529).

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



200309220439

Page: 29 of 31  
09/22/2003 03:45P

TRANSACTION TITLE INS CO DEED \$60.00 Kitsap Co, WA

**EXHIBIT C  
COMMON AREAS**

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

**TRACT A**

THAT PORTION OF THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 24 NORTH, RANGE 2 EAST, W.M., IN KITSAP COUNTY, WASHINGTON, TOGETHER WITH THE EAST TWO (2) ACRES OF THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 32, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID EAST 2 ACRES; THENCE ALONG THE NORTH LINE OF SAID EAST 2 ACRES NORTH 89°35'04" EAST 223.05 FEET TO THE POINT OF BEGINNING; THENCE PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 32, SOUTH 00°38'18" EAST 169.74 FEET; THENCE SOUTH 44°29'15" WEST 42.02 FEET; THENCE SOUTH 89°35'04" WEST 193.28 FEET TO THE WEST LINE OF SAID EAST 2 ACRES; THENCE NORTH 0°38'18" WEST 199.50 FEET TO THE POINT OF BEGINNING;  
EXCEPT THAT PORTION LYING WITHIN S.E. MILE HILL ROAD.

**TRACT K**

THAT PORTION OF THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 24 NORTH, RANGE 2 EAST, W.M., IN KITSAP COUNTY, WASHINGTON, TOGETHER WITH THE EAST TWO (2) ACRES OF THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 32, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID EAST 2 ACRES; THENCE ALONG THE WEST LINE OF SAID EAST 2 ACRES SOUTH 0°38'18" EAST 348.00 FEET TO THE POINT OF BEGINNING; THENCE PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 32, NORTH 89°35'04" EAST 150.65 FEET; THENCE PARALLEL WITH THE WEST LINE OF SAID EAST 2 ACRES SOUTH 0°38'18" EAST 98.49 FEET; THENCE PARALLEL WITH THE NORTH LINE OF SAID SECTION 32, NORTH 89°35'04" EAST 148.07 FEET TO THE EAST LINE OF THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 32; THENCE SOUTH 0°37'44" EAST ALONG SAID LINE 214.99 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 32; THENCE SOUTH 89°34'53" WEST ALONG SAID LINE 298.53 FEET TO THE EAST LINE OF SAID EAST 2 ACRES; THENCE NORTH 0°38'18" WEST ALONG SAID LINE 313.50 FEET TO THE POINT OF BEGINNING.



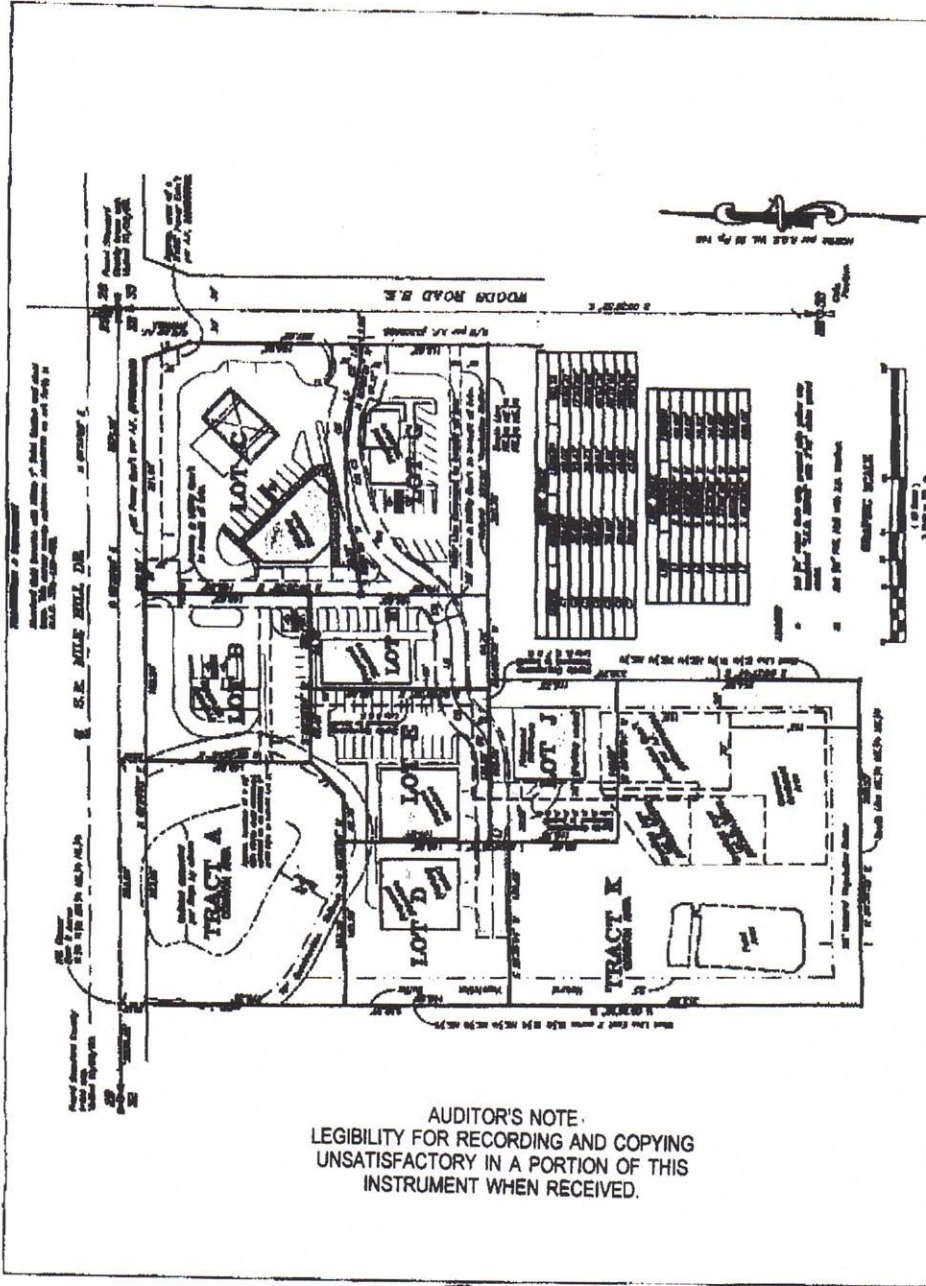
200309220439

Page: 30 of 31

09/22/2003 03:45P

TRANSACTION TITLE INS CO DEED \$68.00 Kitsap Co, WA

EXHIBIT D



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



200309220439  
 Page: 31 of 31  
 09/22/2003 03:45P  
 Kitsap Co, WA

TRANSACTION TITLE INS CO DEED \$88.00