

When Recorded, return to:



Bernard Sigler
5430 – 138th Place SW
Edmonds, WA 98026

EXCISE TAX EXEMPT

AUG 31 2007

LINDA E. RIFFE
ISLAND COUNTY TREASURER

**DECLARATION OF RECIPROCAL EASEMENTS,
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter referred to as the “Declaration”) is made this 31st day of August, 2007, by Maurice E Klein, Ruth M. Klein and Bernard J. Sigler d/b/a LOLBI Business Park (hereinafter referred to as the “Declarant”).

RECITALS

A. Declarant is the owner of real property situated in Island County, Washington, legally described on Exhibit “A” attached hereto and made a part hereof (the “Property”)

B. The Property, along with the two adjacent properties located north and south of the Property, comprises a business/light industrial park development area.

C. The Property is subject to an Easement dated December 21, 1988, that was delineated on the face of the Boundary Line Adjustment #6-88 (see attached Exhibit “B”) as recorded in Volume 2 of short plats, page 191 under Island County Auditor’s File No. 88016134 (the “Easement”).

D. The Property is also subject to Easements contained in the Binding Site Plan No. BSP-04-00001 dated March 3, 2006 (Exhibit “C”). Said easements are delineated on the face of the Binding Site Plan as recorded in Site Plans under Island County Auditor’s File No 4163839 (the “BSP Easements”).

E. Declarant desires to provide for the continued use of the Property as an integrated commercial development and to impose certain easements and establish certain covenants, conditions and restrictions upon the Property, for the mutual and reciprocal benefit and complement of all portions and Parcels of the Property and the present and future Owners thereof, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the declarations, covenants, conditions and benefits contained in and derived hereunder and for together good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant, for and on behalf of themselves, and their respective successors in interest and assigns, do hereby grant, declare and establish the following easements, covenants, conditions and restrictions on the Property.



1. Definitions:

(a) "Common Areas" means those portions of the Property that are outside of exterior walls of buildings from time to time located on the Property, and are paved and intended for general vehicular or pedestrian traffic. Common Areas do not include paved areas of a Parcel that are not intended for general vehicular and pedestrian traffic (for example, load and service areas).

(b) "Good Condition" means a manner consistent with first class integrated business/light industrial parks.

(c) "Majority Vote" means the majority of votes cast by the Owners of the Parcels, where ownership of a parcel entitles that Owner to one vote, the Owner having as many votes as Parcels held by the Owner. Where approval by a Majority Vote is called for, submission of the request and approval thereof shall be governed by the provisions of Paragraph 14.4.

(d) "Owner" or "Owners" means the holder or holders of fee title to Parcels known as Tract 2, Tract 3-1, 3-2 and 3-3, from time-to-time.

(e) "Parcel" or "Parcels" means the four Parcels legally described on Exhibit "A" and shown on Exhibit "C", and Exhibit "D" and any future subdivision thereof.

(f) "Permittees" means the tenant(s) of any portion of a Parcel, and the respective employees, agents, contractors, customers, invitees, and licensees of (1) the Owner of such Parcel and (2) such tenant(s) or occupant(s).

2. Easements:

2.1 Reciprocal Access:

(a) The Declarant, for and on behalf of itself and its respective successors in interest and assigns, does hereby grant, declare and establish a non-exclusive perpetual easement and right of way of access, ingress, egress and parking, as restricted herein (the "Easement"), for the use of all Owners and their Permittees over and across the Common Areas of the Property and Parcels as presently or hereinafter configured, to provide for the passage of motor vehicles and pedestrians between all portions of the Common Areas of the Property to and from all abutting streets or rights of way furnishing access to the Property (see Exhibit "D" attached).

(b) In addition to the Easement described in paragraph 2.1(a) above, Parcel 3-3 is burdened with a nonexclusive easement for vehicular access, ingress and egress, by all Owners and their Permittees over and across the Driveway Easement located in the North and Northeast portions of Parcel 3-3, allowing direct access to NE Goldie Road, as shown on Exhibit D attached hereto. Except during repair, the Driveway Easement must at all times remain open, paved and free of obstructions so as to permit the vehicular access, ingress and contemplated hereby, and no changes therein or relocation thereof are permitted without the prior written consent of all Owner(s).



(c) In no event shall the easements granted hereunder be deemed to allow or permit any Owner or Permittee of any Parcel to use parking areas located on any other Parcel which have been designated by the Owner of the subject Parcel for the exclusive use of that Parcel's Owner or Permittees, according to paragraph 2.5 below.

(d) No Owner shall make any changes to the Common Area improvements, Driveway Easement areas and/or curb cuts as shown on the Site Plan and as constructed or initially improved on its Parcel, except as approved by Majority Vote, and only to the extent approved by all applicable governmental authorities.

2.2 Public Utility Easements: Each Owner agrees to cooperate in granting to any other Owner or to any governmental entity or utility company appropriate and proper easements upon and under the paved portions of the Common Area for purposes of underground utility facilities necessary to serve a Parcel or premises. Notwithstanding the above, any installation, construction, repair, maintenance, removal or replacement of utilities on or under paved surfaces providing access to an Owner's Parcel must be conducted in such a manner as to minimize any impairment or disruption of the Owner or its Permittee's use of the Parcel, in compliance with paragraph 2.5 below. The current utility easements are shown on attached Exhibit F – Map of Public Utility Easements.

2.3 Reasonable Use of Easements: Each Owner covenants to use the easements granted in this Declaration in such a manner as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of any other Owner or its Permittees at any time conducted on the Parcels. Continuous access for customers and the receipt or delivery of merchandise to, from, between and among the Parcels must at all times remain available across the Driveway Easement except as reasonable required for repair or maintenance.

2.4 No Implied Easements: Except as specifically set forth, herein, nothing contained in this Declaration creates any implied easement not otherwise expressly set forth.

2.5 Indemnification: Each Owner having easement rights under this Declaration covenants to indemnify, defend and hold the Owner whose Parcel is subject to the easement harmless for, from and against all claims, liabilities, and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from or in any manner relating to the use by the indemnifying Owner or its Permittees of any easement except as may result from the gross negligence or intentional misconduct of the Owner, or that Owner's Permittees, whose Parcel is subject to the easement.

3 Signage:

3.1 Business Park Directory Sign:

(a) The Business Park Directory Sign is an illuminated pole sign located north of the Driveway Easement (Parcel 3-3) adjacent to the west side of NE Goldie Road. It is included as part of the Common Area.

(b) The sign currently has eight panels on the north and south side of the sign. One panel on each side has been reserved for leasing information. The Owners agree to apportion sign



space in a reasonable manner whereby all Owner occupants and their tenants are listed on the sign.

(c) The sign has a separate electric meter that is operated by a time clock. Power consumption and sign maintenance services (replacing burned fluorescent tubes etc) costs will be included in the annual budget and apportioned between the Owners.

3.2 Business Signs: Each Owner may affix to its building or install on its Parcel such signage as it deems necessary to advertise the building, its Owner or its tenants. However, each Owner (if an occupant) and/or each tenant shall be allowed no more than one sign advertising its presence within the building. Approved sign types include cabinets with a colored background (not white), channel letters (attachment to be determined by Owner of the Parcel) and dimensional, non-illuminated letter (letters are to be no more than 24" in height, with color and font style to be determined by Owner of the Parcel). Such signage shall not create a nuisance and must be in compliance with all applicable regulations. Signs or letters must be crafted out of material suitable for the Pacific Northwest climate and be consistent with commercial standards for a first class commercial/light industrial park (i.e. signs may not be constructed out of plywood, particle board or other material susceptible to rot, decay, or rapid unsightly tarnishing).

4 Parking: Except as specifically set forth herein, each Owner may designate any or all parking stall(s) located on its Parcel to be for the exclusive use of itself, its tenants or permittees. Such exclusive designation, if any, shall be clearly marked at or near each parking stall. An Owner or its authorized Permittee or designee may enforce such exclusive designation in a commercially reasonable manner.

5 Maintenance:

5.1 General: The Owner of each Parcel must maintain its Parcel in good condition, free of litter and debris. Except as otherwise set forth herein, each Owner covenants, at its cost, to reasonably maintain, repair, light, clean and operate in Good Condition the building(s) and other improvements, landscaping, parking, signage and Common Areas from time to time located on such Owner's Parcel.

5.2 Damage to Improvements: If improvements on a Parcel are damaged, the Owner of the Parcel must with reasonable diligence, and at its cost, either (a) repair, restore and rebuild the improvements to their condition existing prior to the damage or with such changes, alterations or additions as are not inconsistent with this Declaration, or (b) tear down and remove all portions of the damaged improvements, including the resulting debris and restore the affected area to a level and clean condition.

5.3 Landscaping: The Managing Owner shall select a landscape maintenance contractor to maintain all landscaped areas on the Parcels, including necessary repair and replacement, trimming all grass areas, groundcover, shrubs or trees, removal of dead or waste materials and replacement of any dead plants, trees or ground cover so as to maintain a uniform presentation across all of the Parcels.

5.4 Common Area: The Managing Owner shall select a contractor to maintain all Common Areas on the Parcels including the repair, repaving, sealing and resurfacing of the Common Areas



and each building's loading areas, as well as painting of all parking lines and traffic control markings. Such maintenance shall be performed on a reasonable frequency so as to maintain the condition and appearance of the Common Areas. Damaged or cracked asphalt and repair of broken curbs shall be completed on a current basis as required.

5.5 Building Exterior: Each Owner is responsible for maintaining its building(s) in Good Condition. Painting of all of the buildings shall take place at a frequency determined by Majority Vote of the Owners. The buildings shall be painted in a manner to maintain a uniform appearance and color throughout all of the buildings. Each Owner shall bear its own costs in the painting of the buildings.

6 Owners' Management Procedures:

6.1 Management Organization: The Property shall be managed by an unincorporated association of the Owners until such time the Owners elect to establish a Washington nonprofit corporation.

6.2 Annual Meeting: The Owners shall hold annual meetings by the end of January each year for the purposes of electing a Managing Owner and transacting such business that may come before the meeting. Until the first annual meeting is held, Bernard Sigler or Maurice Klein shall act as the Managing Owner. The annual meeting shall be scheduled and called by the Managing Owner. Additional Owner meetings may be called by any Owner upon proper notice. Meetings may be conducted in person or by written correspondence according to the requirements of Paragraph 14.4. In the event the Owners decide by Majority Vote to conduct a meeting in a manner other than that described by Paragraph 14.4, Owners or their delegates may participate in such meetings by means of a conference telephone call whereby all of the persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

6.3 Managing Owner: At each annual meeting the Owners or their delegates shall select by Majority Vote a Managing Owner. The Managing Owner shall represent the Owners in researching, negotiating and selecting contractors for all maintenance of the Common Areas, landscaping and for painting the buildings. The Managing Owner shall have authority to enter into contracts for all work to be performed. The Managing Owner shall obtain at least two bids for work costing in excess of \$3,000.00 and shall provide a summary report of the bids received to the Owners upon selection of a contractor.

6.4 Property Entry: The Managing Owner or its authorized agents may enter upon all or any part of the Common Areas or landscaped areas of the Parcels for the purposes of repairing or maintaining such areas.

6.5 Compensation: The Managing Owner shall be entitled to annual compensation for its services in an amount to be determined by Majority Vote of the Owners.

6.6 Invoicing/Payment: The Managing Owner shall have the authority to establish an account for payment of all contractor related expenses and Common Area utilities and other common costs. The Managing Owner shall deliver to the Owners at the Annual Meeting each year a budget estimating the monthly common area costs to be incurred for the next twelve months. The budget will include an estimated share of monthly costs for each Owner. Each Owner shall pay



to the Managing Owner, by no later than the fifth of each month, that Owner's estimated monthly cost share. Should unanticipated costs be incurred, the Managing Owner shall bill each Owner for their share of that cost. The Owners shall pay the invoiced amount within fifteen days of receipt. Any excess amounts accumulated shall be returned to the Owners at the following year's Annual Meeting.

6.7 Owners' Cost Share: Costs shall be allocated to each Owner based on the total size of the land and buildings that make up each Parcel unless otherwise provided for in this Declaration. The initial Parcel cost sharing is shown on Exhibit "E". Cost shares will be adjusted upon construction of additional buildings using the same allocation methods reflected on Exhibit "E".

6.8 Removal: A Managing Owner may be removed at any time by Majority Vote.

6.9 Indemnification: The Owners covenant to indemnify, defend and hold the Managing Owner harmless for, from and against all claims, liabilities, and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss or damage of or to any person or property arising from or in any manner relating to performance of the Managing Owner's responsibilities hereunder except as may result from the gross negligence or intentional misconduct of the Managing Owner.

7 Restrictions:

7.1 General: Each Parcel may be used for lawful purposes as defined by applicable governmental laws, ordinances, codes and regulations. Specifically, no Parcel may be used for an adult book store, adult theater, adult amusement facility or similar uses selling or displaying sexually explicit or pornographic materials. In addition, no Parcel may be used for a junk yard or recycling facility. No Parcel may be used in any manner that creates or constitutes a nuisance, and no unsightly trash or debris may accumulate on any Parcel. The Restricted uses in this paragraph may be changed by the affirmative vote of all of the Owners.

7.2 Code Compliance: Every building and use thereof (including its appurtenant common area improvements) now existing or in the future constructed on a Parcel must comply with all applicable building codes and governmental requirements including parking. When determining such compliance, an Owner may not consider the parking available on any other Parcels in its calculations for compliance purposes except where a parking easement has been established between the Owners.

7.3 Environmental Law Compliance: All uses of the Property shall be in full compliance with all applicable laws, rules and regulations including all Environmental Laws. Environmental Law means all federal, state and local statutes, regulations, ordinances, decrees and requirements, now or hereafter in effect, pertaining to environmental protection, contamination or cleanup, including without limitation: (A) the Federal Water Pollution Control Act . (B) the Federal Resource Conservation and Recovery Act of 1976, (C) the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, (D) the Washington Model Toxics Control Act and (E) the Washington Underground Petroleum Storage Tank Act, all as now or hereafter amended. "Hazardous Substances" means any solid, liquid or gaseous chemical, substance or material classified or designated as hazardous, toxic or radioactive, or other similar term, now or hereafter regulated under any Environmental Law, including without limitation, any petroleum or hydrocarbon product.



8 Insurance: Each Owner must procure and maintain commercial general liability insurance against claims for personal injury (including contractual liability arising under the indemnity contained in paragraph 2.5 above), death, or property damage occurring on or about such Owner's Parcel and the easement areas that are subject to use and enjoyment by such Owner and its Leaseholders and Permittees hereunder, with single limit coverage of not less than an aggregate of One Million Dollars including umbrella coverage or such greater amount as may from time to time be reasonable and prudent under the circumstances. The Owner's insurance policy must identify each other Owner as an additional insured. The insurance required to be carried by each Owner is to insure against potential liability for losses or damages that might occur on or to any Parcel, including without limitation, the easement areas thereof. The requirements of this paragraph may be amended by Majority Vote of the Owners.

9 No Rights in Public: Nothing contained in this Declaration creates any rights in the general public or dedicates for public use any portion of the Property.

10 Remedies:

10.1 Defaulting Owner: If a defaulting Owner fails to cure a breach of the Declaration within thirty days following written notice thereof, any non-defaulting Owner shall submit such matter to binding arbitration pursuant to the Arbitration Section set forth below. The binding arbitration shall determine whether a default has occurred and, if so, the appropriate remedy to grant to the non-defaulting party with respect thereto, provided, that nothing herein shall prohibit an Owner from instituting legal action against the defaulting Owner for specific performance or an injunction or temporary restraining order, including, but not limited to a temporary restraining order and/or preliminary injunctive relief to prohibit a defaulting Owner from blocking or impairing access to the other Parcel. Under no circumstances shall an Owner have the right to claim or recover any consequential, speculative or "special" damages by reason of the default of the other Owner.

10.2 Immediate Risk of Damage: Notwithstanding the foregoing, if the nature of the breach of this Declaration presents an immediate risk of damage to property, injury to person, interruption of utility service or loss, obstruction or blockage of access, the prior notice requirement of paragraph 11.1 does not apply and a non-defaulting Owner is authorized to take immediate steps to minimize or eliminate such risk and be reimbursed for the reasonable costs thereof as above described. In such event, notice of such action must be given to the defaulting Owner as soon as reasonable practicable under the circumstances.

10.3 Timely Payment on Account: Should an Owner fail to pay amounts due and owing under the terms of this Declaration within the time set forth therein, a non-defaulting Owner may pay the amount then owing on behalf of the defaulting Owner. Should the defaulting Owner fail to pay the amount owing within thirty days of demand for payment delivered as required by Paragraph 14.1, such amount shall become a lien on the defaulting Owner's Parcel(s) against which interest shall accrue from the date of the non-defaulting Owner's payment at the highest



rate allowed by law, and which may be foreclosed against the Owner's Parcel or other property as allowed by law.

10.4 Rescission or Termination of This Declaration: Notwithstanding anything to the contrary contained in this Declaration, no default or breach of this Declaration entitles any party to enforce the cancellation, rescission or termination in whole or in part of this Declaration or of any of the easements or use restrictions herein granted.

10.5 Lien of Mortgages or Deeds of Trust: No breach of this Declaration defeats or renders invalid the lien of any mortgage or deed of trust upon any Parcel made in good faith for value, but the easements, rights and obligations contained in this Declaration are binding upon and effective against any Owner of a Parcel whose title is acquired by foreclosure, trustee's sale or otherwise.

11 Dispute Resolution: In the event of any dispute, claim, or disagreement arising from or relating to this Declaration or the breach thereof, the Owners shall use their best efforts to settle the dispute, claim, question, or disagreement. The Owners shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach a solution within thirty days, the Owners agree to endeavor first to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration. In the event mediation is not successful, the unresolved controversy or claim shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. If all Owners to the dispute agree, a mediator involved in the parties' mediation may be asked to serve as the arbitrator. The arbitration shall be held in the City of Everett, Washington.

12 Term: This Declaration is effective upon the date of recordation in the public records of Island County, Washington, and shall be perpetual.

13 Miscellaneous:

13.1 Notices: Any notice, payment, demand, offer or communication required or permitted to be given by any provision of this Declaration shall be deemed to have been sufficiently given or served for all purposes if personally delivered or sent by registered or certified mail (return receipt requested), postage prepaid, or reputable overnight delivery service requiring a signature upon receipt, addressed to the particular Owner to receive notice at that Owner's last known address. Any such notice shall be deemed to be given on the date on which it was received or receipt thereof was refused.

13.2 Attorneys' Fees: In the event any Owner institutes any legal proceeding, including binding arbitration described in paragraph 12, for the enforcement of any right or obligation contained in this Declaration, the prevailing party in such proceeding is entitled to recover for the unsuccessful part the costs and reasonable attorney's fees incurred in the preparation and prosecution thereof.



13.3 Amendment: Except as otherwise set forth herein, this Declaration may be terminated, modified or amended only by the written consent of all record Owners of the Property or Parcels. Any such termination, modification, or amendment of this Declaration must be evidenced by a document that has been fully executed and acknowledged by all such Owners and recorded in the official records of Island County, Washington.

13.4 Consents: Wherever in this Declaration the consent or approval of an Owner is required, unless otherwise expressly provided herein, such consent or approval may not be unreasonably withheld or delayed. Any request for consent or approval must (a) be in writing, (b) specify the section of this Declaration that requires that such notice be given or that such consent or approval be obtained and (c) be accompanied by such background data as is reasonably necessary to permit an informed decision thereon. The failure of an Owner to give such written consent or approval, or specific grounds for disapproval within fifteen days following the date such notice is effective in accordance with paragraph 14.1 constitutes such Owner's consent or approval to the matter that is the subject of such request.

13.5 No Waiver: No waiver by an Owner of a default or breach by any other Owner or Permittee may be implied from the failure to take any action with respect to such default.

13.6 Agency: This Declaration does not create any relationships of principal and agent, of limited or general partners or joint venturers or of any other association between the parties.

13.7 Covenants to Run with Land: All easements, covenants, conditions, restrictions, rights and obligations set forth in this Declaration run with the land and create equitable servitudes in favor of the entire Property, bind every person having any fee, leasehold or other interest therein and inure to the benefit of the respective parties and their successors, assigns, heirs and personal representatives. However, no easement, covenant, condition, restriction, or other right or benefit accruing under this Declaration in favor of any Parcel is assignable, transferable or otherwise delegable to or for the benefit of neighboring real property except as may already exist under the Oak Harbor Boundary Line Adjustment No. 6-88 (Exhibit B).

13.8 Grantee's Acceptance: The vendee or grantee of any Parcel or any portion thereof, by acceptance of an equitable interest therein or a deed conveying title thereto, whether from an original party or from a subsequent Owner of such Parcel, accepts such conveyance upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained in this Declaration. By such acceptance, any such grantee for himself and his successors, assigns, heirs and personal representatives, covenants, consents and agrees to and with all other Owners to perform the obligations and agreements set forth in this Declaration with respect to the property so acquired by such grantee, whereupon the grantor of such property is released from such obligations and agreements thereafter arising in respect of such property.

13.9 Severability: Each provision of this Declaration and the application thereof to the Property is independent of and severable from the remainder of this Declaration. If any provision contained herein is held to be invalid or to be unenforceable or not to run with the land, such holding does not affect the validity or enforceability of the remainder of this Declaration. If the validity or enforceability of any provision of this Declaration is held to be dependent upon the existence of a specific legal description, the Owners agree to promptly cause such legal description to be prepared.

13.10 Time of Essence: Time is the essence of this Declaration.



13.11 Estoppel Certificate: Each Owner upon the written request of another Owner, must execute, acknowledge and deliver, without charge and within fifteen days following such request, an estoppel certificate certifying that this Declaration is in full force and effect, that no Owner is in default hereunder (or stating such default(s), if any are claimed), identifying all amendments hereto and setting forth such other information as may reasonably be requested.


13.12 Prescriptive Easements/Adverse Possession: No title, easement or use pertaining to the Property or any portion thereof may be established by prescription or adverse possession, the statute of limitations for such purposes being expressly hereby waived.

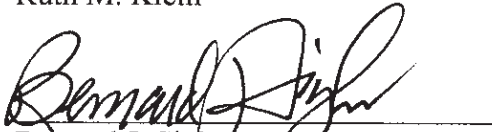
13.13 Single Ownership: The validity and enforceability of this Declaration is not adversely affected by the ownership of the entire Property by a single Owner.

13.14 Governing Law: The law of the State of Washington governs this Declaration.

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


Maurice E Klein


Ruth M. Klein

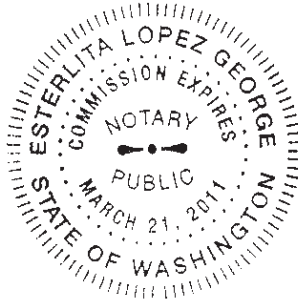

Bernard J. Sigler

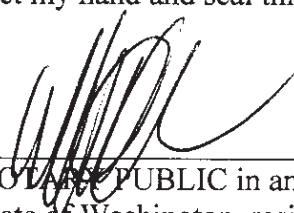
STATE OF WASHINGTON)
) SS
COUNTY OF SNOHOMISH)



I certify that I know or have satisfactory evidence that Maurice E. Klein and Ruth M. Klein husband and wife and Bernard J. Sigler, a single man are the persons who appeared before me, and said persons acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument dated August 31, 2007.

IN WHITNESS WHEREOF, I have hereunto set my hand and seal this 31 day of August, 2007.





NOTARY PUBLIC in and for the
State of Washington, residing
At Snodgrass Sh; My
Commission expires: 3/21/2011



Exhibit A – LEGAL DESCRIPTION

Tract 2, CITY OF OAK HARBOR Boundary Line Adjustment No. 6-88, as approved December 16, 1988, and recorded December 21, 1988, in Volume 2 of Short Plats, page 191, under Auditor's File No. 88016134, records of Island County, Washington, being a portion of the Southeast Quarter of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter of Section 26, Township 33 North, Range 1 East of the Willamette Meridian, and

Tracts 3-1, 3-2 & 3-3 CITY OF OAK HARBOR Boundary Line Adjustment No. BSP-04-00001 as approved February 21, 2006, and recorded March 3, 2006, under Auditor's File No. 4163839, records of Island County, Washington, being a portion of the Southeast Quarter of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter of Section 26, Township 33 North, Range 1 East of the Willamette Meridian.

**CITY OF OAK HARBOR
BINDING SITE PLAN NO. BSP-04-00001
ISLAND COUNTY PARCEL NO. R13328-051-2830**

LAND DESCRIPTION

TRACT 3 OF OAK HARBOR BOUNDARY LINE MEASUREMENT NO. 6-88, AS VOLUME 2 OF SHORT PLATS, PAGE 181 UNDER AUDITOR'S FILE NO. 88019134, RECORDS OF ISLAND COUNTY, WASHINGTON, BEING A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 33 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF ISLAND, STATE OF WASHINGTON.

OWNERS CONSENT

I HEREBY CERTIFY THAT THESE PRESENTS THAT THE UNDERSIGNED APPLICANTS KNOW ALL MEN BY THESE PRESENTS THAT THIS BINDING SITE PLAN IS MADE AS THEIR FREE AND VOLUNTARY ACT AND DEED AND THAT THEY HAVE NOT BEEN COERCED, INFLUENCED, OR INDUCED BY ANY PERSONS TO SIGN THESE PRESENTS.

Ruth M. Klein
RUTH M. KLEIN

Richard L. Sauer
RICHARD L. SAUER
MANAGING MEMBER

R. Davis Investments, LLC
R. DAVIS INVESTMENTS, LLC
ROBERT O. DAVIS
MANAGING MEMBER

Kelly L. Olsen
KELLY L. OLSEN
NOTARY PUBLIC
STATE OF WASHINGTON

ACKNOWLEDGMENTS

I, THE CITY OF OAK HARBOR, DO HEREBY ACKNOWLEDGE THAT I HAVE RECEIVED FROM THE APPLICANTS A TRUE AND CORRECT COPY OF THE INSTRUMENT AND THAT I HAVE FILED THE SAME FOR RECORD IN THE CLERK'S OFFICE OF ISLAND COUNTY, WASHINGTON, AND THAT I HAVE RECORDED THE SAME IN VOLUME 2 OF SHORT PLATS, PAGE 181, UNDER AUDITOR'S FILE NO. 88019134, RECORDS OF ISLAND COUNTY, WASHINGTON.

Kelly L. Olsen
KELLY L. OLSEN
NOTARY PUBLIC
STATE OF WASHINGTON

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THESE ARE NO DELINQUENT SPECIAL ASSESSMENTS AND ALL SPECIAL ASSESSMENTS ON ANY OF THE PROPERTY HEREIN CONTAINED ARE PAID IN FULL.

Douglas A. Meierman
DOUGLAS A. MEIERMAN
CITY OF OAK HARBOR FINANCE DIRECTOR

APPROVALS

THIS BINDING SITE PLAN HAS BEEN EXAMINED AND APPROVED IN ACCORDANCE WITH THE CITY OF OAK HARBOR MUNICIPAL CODE, CHAPTER 21.80 THIS 23RD DAY OF SEPTEMBER 2007.

Larry Benefield
LARRY BENEFIELD, P.E.
DIRECTOR OF DEVELOPMENT SERVICES

AUDITORS CERTIFICATE

I HEREBY CERTIFY THAT THIS DAY OF SEPTEMBER 2007 AT 2:24 P.M. IN OAK HARBOR, WASHINGTON, AT THE REQUEST OF THE CITY OF OAK HARBOR, I HAVE REVIEWED THE RECORDS OF THE CITY OF OAK HARBOR.

John D. Crat
JOHN D. CRAT
ISLAND COUNTY AUDITOR

- ① NORTH 1/4 CORNER
SEPT 21, 1898 - GLO SET POST
1891 - H.L. BOWMAN, P.L.S. FND CONC. MON.
OCT. 1872 - R.P. FARGO, P.L.S. FND CONC. MON. W/BRASS CAP
DEC. 1864 - D. BEARDSELE, P.L.S. FND CONC. MON.
APRIL 1864 - R.P. FARGO, P.L.S. FND CONC. MON.
NOV. 1861 - D. BEARDSELE, P.L.S. FND CONC. MON.
- ② EAST 1/4 CORNER
SEPT 13, 1898 - GLO SET POST
1891 - H.L. BOWMAN, P.L.S. FND CONC. MON.
- ③ SOUTHWEST CORNER
SEPT 13, 1898 - GLO SET POST
1891 - H.L. BOWMAN, P.L.S. FND CONC. MON.
APRIL 1872 - R.P. FARGO, P.L.S. FND CONC. MON. IN ROAD.
JUNE 1864 - R. CRAT, P.L.S. FND CONC. MON. IN CASE.
- ④ SOUTH 1/4 CORNER
SEPT 16, 1898 - GLO SET POST
1891 - H.L. BOWMAN, P.L.S. FND CONC. MON.
OCT. 1872 - R.P. FARGO, P.L.S. FND CONC. MON.
DEC. 1864 - J. LEONARD, P.L.S. FND CONC. MON.
- ⑤ SOUTHWEST CORNER
SEPT 16, 1898 - GLO SET POST
1891 - H.L. BOWMAN, P.L.S. FND CONC. MON. W/BLACK
SEPT 1863 - D. BEARDSELE, P.L.S. FND CONC. MON. W/WOOD PLUG
APRIL 1864 - R. CRAT, P.L.S. FND CONC. MON.
NOV. 1864 - LITTELL, P.L.S. FND CONC. MON.
- ⑥ WEST 1/4 CORNER
SEPT 16, 1898 - GLO SET POST
1891 - H.L. BOWMAN, P.L.S. FND CONC. MON.
FEB. 1864 - R.D. CRAY, P.L.S. FND CONC. MON.
AUG. 1863 - A. BOWERS, P.L.S. FND CONC. MON.

EASEMENT PROVISIONS

- 1. THAT PORTION OF TRACT 3-1 SHOWN HEREON WHICH LIES IN THE SW 1/4 OF SECTION 26 IS SUBJECT TO THAT EASEMENT FOR BENEFIT OF PUEBLO SOUND POWER AND LIGHT COMPANY AS DESCRIBED IN THAT INSTRUMENT RECORDED IN VOLUME 18, UNDER AUDITOR'S FILE NO. 181154, RECORDS OF ISLAND COUNTY.
- 2. TRACTS 3-1, 3-2 AND 3-3 SHOWN HEREON ARE SUBJECT TO AND TOGETHER WITH TRACT 3-4, ARE SUBJECT TO THAT EASEMENT FOR BENEFIT OF OAK HARBOR BOUNDARY LINE ADJUSTMENT NO. 6-88 AS RECORDED IN VOLUME 2 OF SHORT PLATS, PAGE 181, FOR BENEFIT OF TRACTS 1, 2, 3, 4 & 5 OF SAID B.L.A. NO. 6-88. SAID EASEMENT BEING A PASSAGE OF A PASSAGEWAY AND TRACT 5 WILL TERMINATE WHEN DIRECT ACCESS TO GOLDIE ROAD IS PROVIDED FOR TRACT 5 SHOWN ON SAID B.L.A. NO. 6-88 HAVING A MINIMUM WIDTH OF 30 FEET WITH 15 FEET ON THE NORTH BOUNDARY OF TRACT 5 FROM THE NORTHEAST CORNER THEREOF TO A POINT LYING 139.32 FEET WESTERLY FROM SAID NORTHEAST CORNER, AS MEASURED ALONG SAID NORTH BOUNDARY OF TRACT 5. SAID EASEMENT SHALL BE 50 FEET WIDE FROM THE NORTHEAST CORNER THEREOF TO A POINT LYING 50.35 FEET EASTERLY FROM SAID NORTHEAST CORNER, AS MEASURED ALONG SAID NORTH BOUNDARY. THE OWNERS OF TRACTS 3-1, 3-2, 3-3 OF EACH TRACT SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF SAID EASEMENT. THE BOUNDARY LINE ADJUSTMENT NO. 6-88 FOR ANY MAINTENANCE, REPAIR, REPLACEMENT, ETC. OF SAID EASEMENT SHALL BE HEREBY GRANTED AN EASEMENT FOR PURPOSES OF FIRE AND POLICE PROTECTION AND PUBLIC UTILITIES OVER AND ACROSS THE AFORESAID ACCESS AND UTILITY LINES TO SAID TRACTS 3-1, 3-2 & 3-3. ALL EXISTING PRIVATE UTILITIES LOCATED IN SAID TRACTS 3-1, 3-2 & 3-3 SHALL BE GRANTED EASEMENTS ALONG EXISTING UTILITIES.
- 3. THE NORTHEASTLY 700 FEET OF TRACT 3-3, BEING A STRIP OF LAND LYING SOUTHWESTERLY OF AND ABUTTING GOLDIE ROAD AS SHOWN HEREON IS SUBJECT TO THAT EASEMENT FOR BENEFIT OF PUEBLO SOUND POWER AS DESCRIBED IN THAT INSTRUMENT RECORDED IN VOLUME 18, UNDER AUDITOR'S FILE NO. 181154, RECORDS OF ISLAND COUNTY, AS SET FORTH ON OAK HARBOR BOUNDARY LINE ADJUSTMENT NO. 6-88, AS RECORDED IN VOLUME 2 OF SHORT PLATS, PAGE 181, AND EXPANDED TO 10.00 FEET AS SHOWN HEREON.
- 4. THE EASTERLY 27 FEET OF TRACT 3-3 IS SUBJECT TO THAT EASEMENT FOR BENEFIT OF PUEBLO SOUND POWER AS DESCRIBED IN THAT INSTRUMENT RECORDED IN VOLUME 18, UNDER AUDITOR'S FILE NO. 181154, RECORDS OF ISLAND COUNTY.
- 5. THE NORTHWESTERLY 20 FEET OF TRACTS 3-2 & 3-3 IS SUBJECT TO AN EASEMENT FOR BENEFIT OF CITY OF OAK HARBOR AND TRACTS 3-1 & 3-2 FOR PURPOSES OF UTILITIES.
- 6. TRACT 3-2 IS SUBJECT TO AN EASEMENT FOR THE PLACEMENT, REPAIR, MAINTENANCE AND USE OF A DRAINAGE DITCH CROSSING SAID TRACT AS SET FORTH IN THE NORTHWESTERLY 20 FEET THEREOF, FOR THE BENEFIT OF TRACT 3-3.



SURVEYOR'S CERTIFICATE
THIS BINDING SITE PLAN CORRECTLY REPRESENTS A SURVEY MADE BY ME OR BY AN ASSISTANT OF MINE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF OAK HARBOR AND THE WASHINGTON STATE SURVEY RECORDING ACT IN THE MONTH OF SEPTEMBER 2007.

Robert D. Cray
ROBERT D. CRAY, PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO. 11941

9/16/07

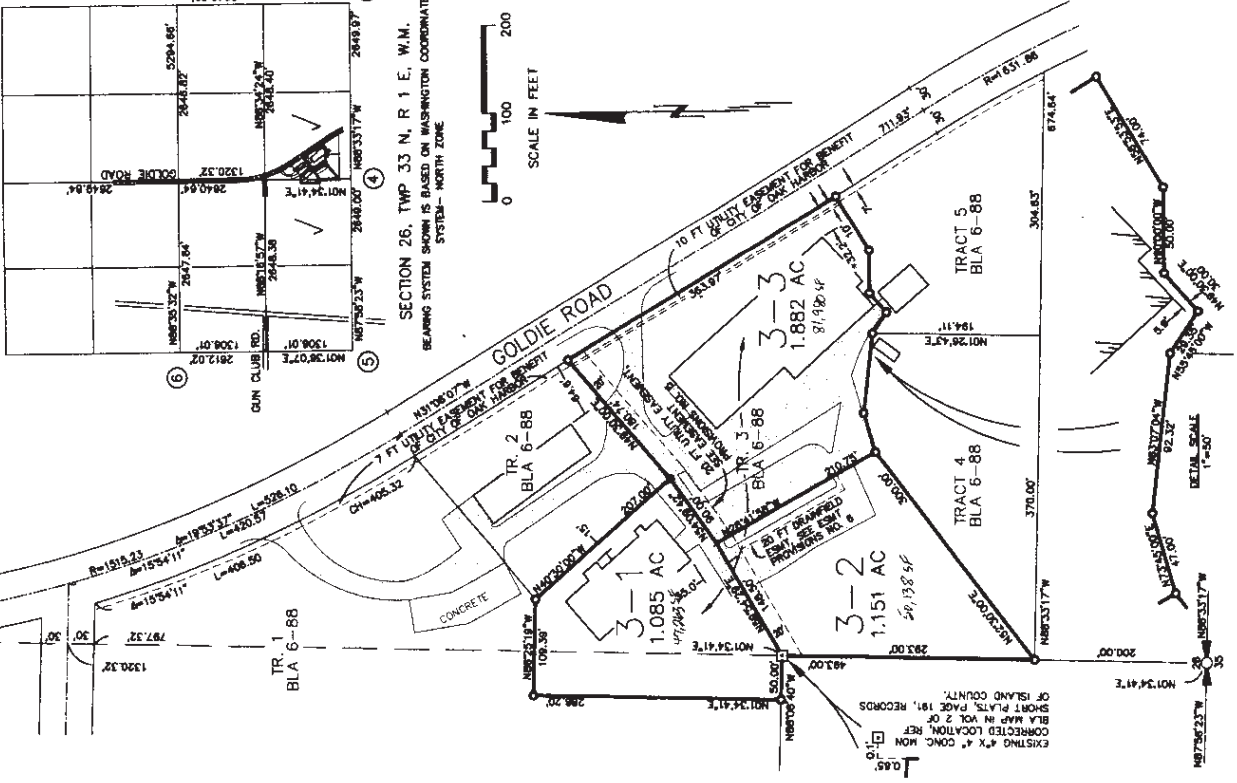


Exhibit D - LOLBI BUSINESS PARK ENGRESS/EGRESS

08/31/2007 12:04:57 PM
Recording Fee \$96.00 Page 15 of 17
EAS, R
Island County Washington

MULTI

4210897



LOLBI BUSINESS PARK
BLA 6-88 AND BSP-04-00001
CITY OF OAK HARBOR, WASHINGTON

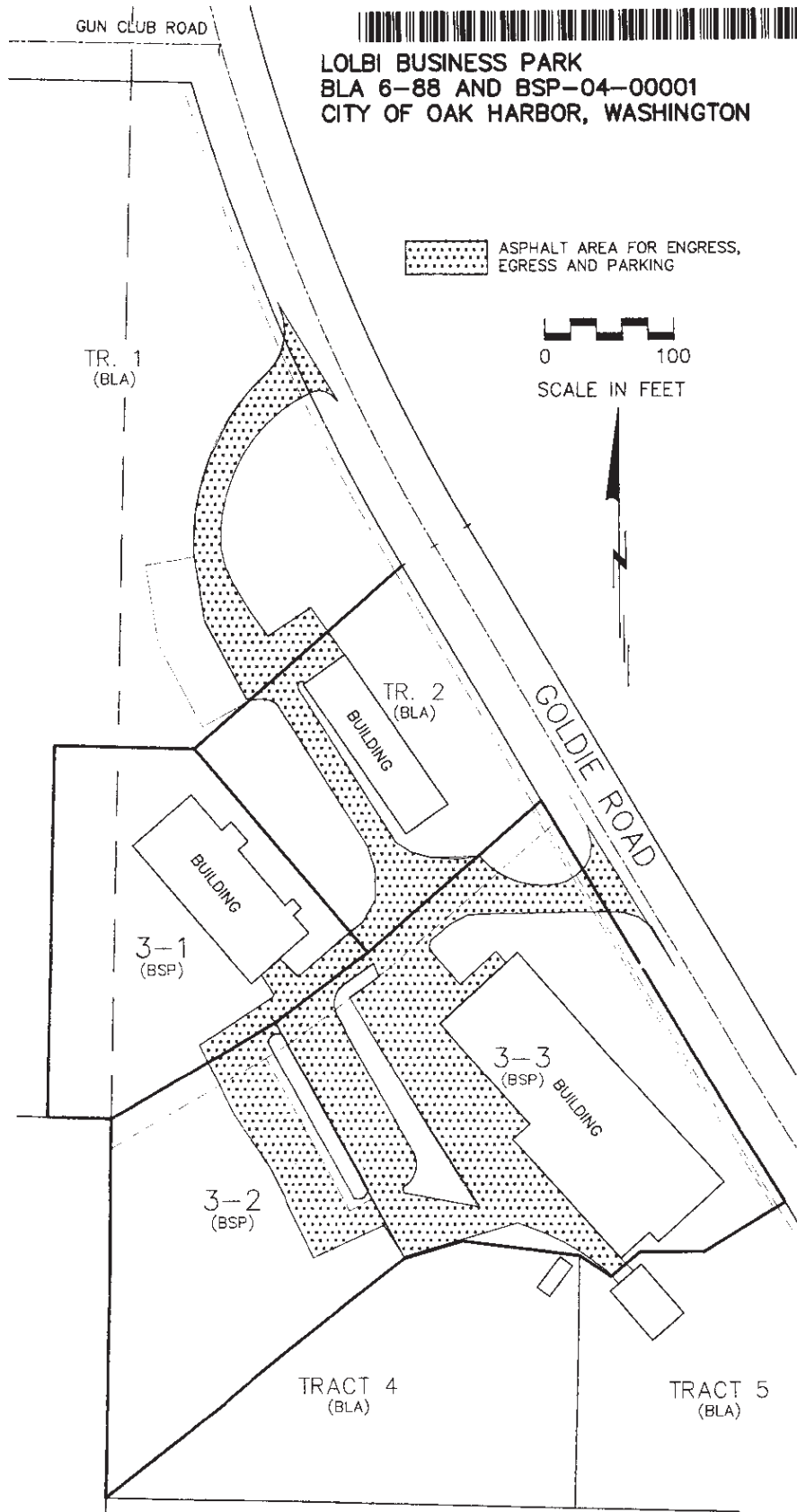




Exhibit E – COST SHARE ALLOCATIONS

Parcels.....				Total
	3-1	3-2	3-3	TR 2	
Land Area	47,263	50,138	81,980	40,946	220,326
Building Area	9,049	-	21,447	5,720	36,216
	-----	-----	-----	-----	-----
Total	56,312	50,138	103,427	46,666	256,542
	=====	=====	=====	=====	=====
Allocation %	22.0%	19.5%	40.3%	18.2%	100.0%
	=====	=====	=====	=====	=====

LOLBI Business Park
Map of Public Utility Easements

