

DEDICATION

Know all men by these presents that we, the following listed owner of the property shown and legally described herein, do hereby submit said property to the requirements of this Binding Site Plan.

In witness whereof, we have hereunto set our hands
this 1 day of October, 2003.

[Signature]
The Rose Edge LLC
[Signature]
Fidelity Mortgage Corporation
[Signature]
Fidelity Properties Inc.

ACKNOWLEDGEMENT

State of Washington }
County of Kitsap } SS

THIS IS TO CERTIFY that on this 1 day of October 2003, before me, commissioned and sworn Notary Public in and for the State of Washington, duly known to be the Assistant Secretary of The Rose Edge LLC, in to me that executed the within and foregoing instrument, and knowledge said instrument to be the free and voluntary act and deed of said LLC, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument on behalf of said LLC.

WITNESS my hand and official seal the day and year in this certificate first written.
[Signature]
Notary Public

My commission expires 9-15-2008

ACKNOWLEDGEMENT

State of Washington }
County of Kitsap } SS

THIS IS TO CERTIFY that on this 1 day of Oct, 2003, before me, the undersigned, a notary public in and for the State of Washington, duly known to be the Secretary of Partners Mortgage Corporation, to me that executed the within and foregoing instrument, and knowledge 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 said instrument on behalf of said corporation.

WITNESS my hand and official seal the day and year in this certificate first written.
[Signature]
Notary Public

My commission expires 9-15-2007

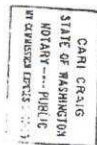
ACKNOWLEDGEMENT

State of Washington }
County of Kitsap } SS

THIS IS TO CERTIFY that on this 1st day of Oct, 2003, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared John Hock, to me known to be the Secretary of Partners Mortgage Corporation, to me that executed the within and foregoing instrument, and knowledge 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 said instrument on behalf of said corporation.

WITNESS my hand and official seal the day and year in this certificate first written.
[Signature]
Notary Public

My commission expires 11-18-2005



ACKNOWLEDGEMENT

State of Washington }
County of Kitsap } SS

THIS IS TO CERTIFY that on this 11th day of Oct, 2003, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared John Hock, known to be the Secretary of Partners Mortgage Corporation, to me that executed the within and foregoing instrument, and knowledge 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 said instrument on behalf of said corporation.

WITNESS my hand and official seal the day and year in this certificate first written.
[Signature]
Notary Public

My commission expires 11-1-04



SURVEYOR'S CERTIFICATE



AES CONSULTANTS, INC.
P.O. BOX 599 / 3472 N.W. 124TH
SEASIDE, WA 98138 • (206)582-6400

DATE: 10-1-2003
CERTIFICATE NO: 20795



KITSAP COUNTY, WASHINGTON
BINDING SITE PLAN NO. 02-28
322402-1-070-2001
322402-1-071-2000
322402-1-072-2009
322402-1-073-2008
Labeled as 1st Record 10/03
NORTHEASTERN PACIFIC L.L.C.
Name of Applicant

NE 1/4 NE 1/4
SEC. 32, TWP. 24N,
RG. 2E., W.M.

CONDITIONS OF APPROVAL

- 1.) The roadway that provides access to the Binding Site Plan 02-28 properties is served by stormwater facilities including conveyance quality and infiltration systems. All maintenance shall be the responsibility of the owners and not directed to the public or conveyed to any public or private utility.
- 2.) Maintenance of the storm drainage system and the responsibility of owners of the Binding Site Plan 02-28. Maintenance schedules, frequency, methods and procedures shall be carried out pursuant to Section 111-3.6.4 of the Washington State Department of Ecology, Stormwater Management Manual for the State of Washington, or a technically equivalent document approved by the Washington State Department of Ecology. The maintenance of any time cease to be a management committee or association maintenance of the storm drainage system, the owners shall contribute it on a regular basis. The cost incurred for such maintenance shall be borne by all of the owners.
- 3.) Lots owners shall comply with all the requirements set forth in the dedication of Corronite Facilities and Facilities recorded under Auditor's File No. 200309220439, 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, detention, storage, treatment, pipe and bio-filtration areas located within the site. The design drawings for construction under Site Plan 02-28 with Permit 58-1295 and Conditions of Acceptance dated July 6, 1999 on file with Kitsap County Development Engineering. And also the Site Development Activity Permit 02-08828 accepted Nov. 15, 2002 and Site Development Permit 02-04567 accepted March 23, 2003.
- 5.) Protective Covenants, Conditions, Easements 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 as recorded under Auditor's File No. 200309220439.
- 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 to ingress, egress, and/or utility transmission systems over, across and through the documents as depicted on this Binding Site Plan.
- 8.) The recipient uses easements are perpetual and all provisions and covenants are intended to run with the land and be binding on, and sure to the benefit of the Lot Owners and their heirs, successors 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 Stormwater Management Ordinance #199-1996, and such will require a Site Development Activity Permit (SDAP).
- 10.) Stormwater quantity control, quality treatment and erosion and sedimentation control shall be designed in accordance with Ordinance #199-1996 or the effective ordinance of the time of SDAP application. The submitter documents shall be prepared by a civil engineer licensed in the State of Washington. The fees and submitted requirements shall be in accordance with Kitsap County Ordinance in effect of 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 that the County will be properly maintained. Hearing and notice of the County that will give the County to inspect the system and perform the necessary maintenance. The owner(s) shall be responsible for the time to do the necessary work. Should County forces be needed 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 Stormwater Maintenance Covenant as recorded under Auditor's File No. 200309190194.
- 12.) A minimum of 30 feet shall be maintained between the walls of the 14-14 convenience store (A occupancy) and any other structure unless approved 24-hour fire resistant construction is provided on the walls adjacent to yards of less than 20 feet clear width. Additional fire resistant construction requirements may apply to other buildings based on location to road or assumed property lines (UBC Ch. 5, I, 5-4).
- 13.) Common area tract owner(s) will be responsible for payment of Surfaces and Stormwater management fees associated with impervious surfaces within the common area tract.
- 14.) The convenience store, fuel pump canopy and other structures for the Site Plan Approval shall incorporate a design that is responsible and harmonious in scale, type and materials with the existing uses in the area.
- 15.) Fire flow to be determined at the time of Building Permit.

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 PLUD Approval Date July 10, 1995, Resolution Number 244-1995.
- 3.) All lots of this Binding Site Plan are together with a 1/7 interest in Tract "A" and Tract "X".
- 4.) Lot C is subject to maintenance and monitoring requirements for an alternate sewage disposal system per Auditor's File No. 200308240314 and 200210040116.
- 5.) All lots are subject to participation in County road improvements per Auditor's File No. 3300071.
- 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 stormwater facilities contained therein.
- 7.) Lots D, E, F and J are subject to a "Notice to Title" per Auditor's File No. 200307250734 concerning mainline sewage flow.
- 8.) Lot C is subject to a "Notice of Title" per Auditor's File No. 200210040116 concerning maintenance and monitoring of an alternative on-site sewage disposal system.

SURVEYOR'S CERTIFICATE

AES
CONSULTANTS, INC.

ASSOC. INC. 3472 N.W. LUMBEL
SUITE 200, PORTLAND, VA 26053 • (360)982-4400

10-3-2003

DATE: 10-3-2003

REVISION NO: 20795

Signature: *Steve O'Hara*



KITSAP COUNTY, WASHINGTON
BINDING SITE PLAN NO. 02-28

332402-1-070-2001
332402-1-071-2000
332402-1-072-2009
332402-1-073-2008

Addresser's Tax Account No. 02

NORTHWESTERN PACIFIC L.L.C.
Name of Applicant

NE 1/4 NE 1/4
SEC. 32, TWP. 24N,
RG. 2E, W.M.

LEGAL DESCRIPTION

TRACT A

THAT PORTION OF THE EAST HALF OF THE WEST HALF OF THE NORTHWEST 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 NORTHWEST QUARTER OF SAID SECTION 32, DESCRIBED AS FOLLOWS:

LOT B

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

LOT C

A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST 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 NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 24 NORTH, RANGE 2 EAST, W.M., IN KITSAP COUNTY, WASHINGTON, BEGINNING THENCE PARALLEL WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32, SOUTH 00°28'00" EAST 193.74 FEET; THENCE NORTH 89°35'04" EAST 152.81 FEET; THENCE PARALLEL WITH THE EAST LINE OF SAID SECTION 32, NORTH 00°30'18" WEST 183.50 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PORTION THEREOF LYING WITHIN THE BOUNDARIES OF SUBJECT ROUTE 160 RUNNING ALONG THE NORTH LINE THEREOF;

LOT D

THAT PORTION OF THE EAST HALF OF THE NORTHWEST 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 NORTHWEST QUARTER OF SAID SECTION 32, DESCRIBED AS FOLLOWS:

LOT E

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

LOT F

A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST 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 NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 24 NORTH, RANGE 2 EAST, W.M., IN KITSAP COUNTY, WASHINGTON, BEGINNING THENCE PARALLEL WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32, SOUTH 00°28'00" EAST 193.74 FEET; THENCE NORTH 89°35'04" EAST 152.81 FEET; THENCE PARALLEL WITH THE EAST LINE OF SAID SECTION 32, NORTH 00°30'18" WEST 183.50 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PORTION THEREOF LYING WITHIN THE BOUNDARIES OF SUBJECT ROUTE 160 RUNNING ALONG THE NORTH LINE THEREOF;

LOT G

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

LOT H

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

LOT I

A PORTION OF THE NORTHWEST 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 NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 24 NORTH, RANGE 2 EAST, W.M., IN KITSAP COUNTY, WASHINGTON, BEGINNING THENCE PARALLEL WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32, SOUTH 00°28'00" EAST 193.74 FEET; THENCE NORTH 89°35'04" EAST 152.81 FEET; THENCE PARALLEL WITH THE EAST LINE OF SAID SECTION 32, NORTH 00°30'18" WEST 183.50 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PORTION THEREOF LYING WITHIN THE BOUNDARIES OF SUBJECT ROUTE 160 RUNNING ALONG THE NORTH LINE THEREOF;

TRACT K

THAT PORTION OF THE EAST HALF OF THE WEST HALF OF THE NORTHWEST 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 NORTHWEST QUARTER OF SAID SECTION 32, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID EAST 2 ACRES OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 24 NORTH, RANGE 2 EAST, W.M., IN KITSAP COUNTY, WASHINGTON, BEGINNING THENCE PARALLEL WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32, SOUTH 00°28'00" EAST 193.74 FEET; THENCE NORTH 89°35'04" EAST 152.81 FEET; THENCE PARALLEL WITH THE EAST LINE OF SAID SECTION 32, NORTH 00°30'18" WEST 183.50 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PORTION THEREOF LYING WITHIN THE BOUNDARIES OF SUBJECT ROUTE 160 RUNNING ALONG THE NORTH LINE THEREOF;



SURVEYOR'S CERTIFICATE
ARES
CONSULTANTS, INC.

ASSISTANT D.C.
P.O. BOX 600 / 3476 N.R. 109th
SILVERDALE, WA 98083 • (360)992-8400



DATE: 10-7-2003
CERTIFICATE NO.: 20795
Name of Applicant: Steve Ottman

KITSAP COUNTY WASHINGTON
BINDING SITE PLAN NO. 02-28
322402-1-070-2001
322402-1-071-2000
322402-1-072-2009
322402-1-073-2008
Approved by Tol Account No. 9
NORTHWESTERN PACIFIC LLC
Name of Applicant

NE 1/4 NE 1/4
SEC. 32, TWP. 24N.,
RG. 2E., W.M.
9/23/03 Sheet 5 of 6 R.L.L.
200310290359

DEDICATION
 ADDITIONAL PARTIES TO THE DEDICATION AS CITED ON SHEET 2.

[Signature]
 Sonoma Co., Inc. 40th Profit Sharing Plan
 Sonoma Investment Trust
 Michael J. Schreck Sr.

ACKNO WLEDGEMENT
 State of Washington } SS
 County of Kitsap

THIS IS TO CERTIFY that on the 7th day of Oct., 2003, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and appointed in and for said State of Washington, and known to be the Notary Public of the State of Washington, Inc. 40th Profit Sharing Plan that executed the within and foregoing instrument, and knowledge said instrument to be the free and voluntary act and deed of said Corp., for the uses and purposes therein mentioned, and on each and every day that he is authorized to execute said instrument on behalf of said Corp.

WITNESS my hand and official seal this day and year in this certificate first written,
[Signature]
 Notary Public
 My commission expires 11-18-2005

ACKNO WLEDGEMENT
 State of Washington } SS
 County of Kitsap

THIS IS TO CERTIFY that on this 9th day of Oct., 2003, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and appointed in and for said State of Washington, and known to be the Notary Public of the State of Washington, Inc. 40th Profit Sharing Plan that executed the within and foregoing instrument, and knowledge said instrument to be the free and voluntary act and deed of said trust, for the uses and purposes therein mentioned, and on each and every day that he is authorized to execute said instrument on behalf of said trust.

WITNESS my hand and official seal this day and year in this certificate first written,
[Signature]
 Notary Public
 My commission expires 11-18-2005

ACKNO WLEDGEMENT
 State of Washington } SS
 County of Washington

On this day personally appeared before me Michael J. Schreck Sr. to me known to be the individual who executed the foregoing dedication and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.
 Given under my hand and official seal this 9th day of Oct., 2003.

[Signature]
 Notary Public in and for the State of Washington
 Residing at Seattle, WA

GARI CRAIG
 STATE OF WASHINGTON
 NOTARY--PUBLIC
 MY COMMISSION EXPIRES 11-18-05

GARI CRAIG
 STATE OF WASHINGTON
 NOTARY--PUBLIC
 MY COMMISSION EXPIRES 11-18-05

GARI CRAIG
 STATE OF WASHINGTON
 NOTARY--PUBLIC
 MY COMMISSION EXPIRES 11-18-05

SURVEYOR'S CERTIFICATE
AES
 CONSULTANTS, INC.
 ASPECT, INC.
 P.O. BOX 800 / 3472 N.W. LOWELL
 SILVERDALE, WA 98283 (360)952-4400

DATE 10-3-2003
 DRAWN 20795
 CHECKED BY [Signature]
 SURVEYOR [Signature]



KITSAP COUNTY WASHINGTON
 BINDING SITE PLAN NO. 02-28
 322402-1-070-2001
 322402-1-071-2000
 322402-1-072-2009
 322402-1-073-2008
 A Surveyor's Tax Account Notice
 NORTHWESTERN PACIFIC L.L.C.
 Home of Applicant

NE 1/4 NE 1/4
 SEC. 32, TWP. 24N,
 RG. 2E., W.M.