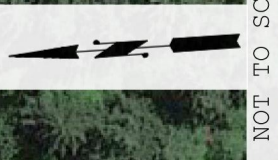


**NORTH BEACH WATER DISTRICT**  
 SOUTH WELLFIELD  
 EASEMENT DOCUMENTATION  
 MARCH 2015



**Gray & Osborne, Inc.**  
 CONSULTING ENGINEERS



	EXISTING EASEMENT
	PROPOSED EASEMENT
	NORTH BEACH WATER DISTRICT
	PROPERTY BOUNDARY

EXISTING 40' RIGHT OF WAY

PROPOSED 20' UTILITY EASEMENT

EXISTING 30'x30' ACCESS EASEMENT

EXISTING 26' RIGHT OF WAY

EXISTING WELL SANITARY CONTROL COVENANT TO BE RELINQUISHED

PROPOSED 20' UTILITY & ACCESS EASEMENT

EXISTING 10' ACCESS EASEMENT

EMOND PROPERTY

HILL PROPERTY

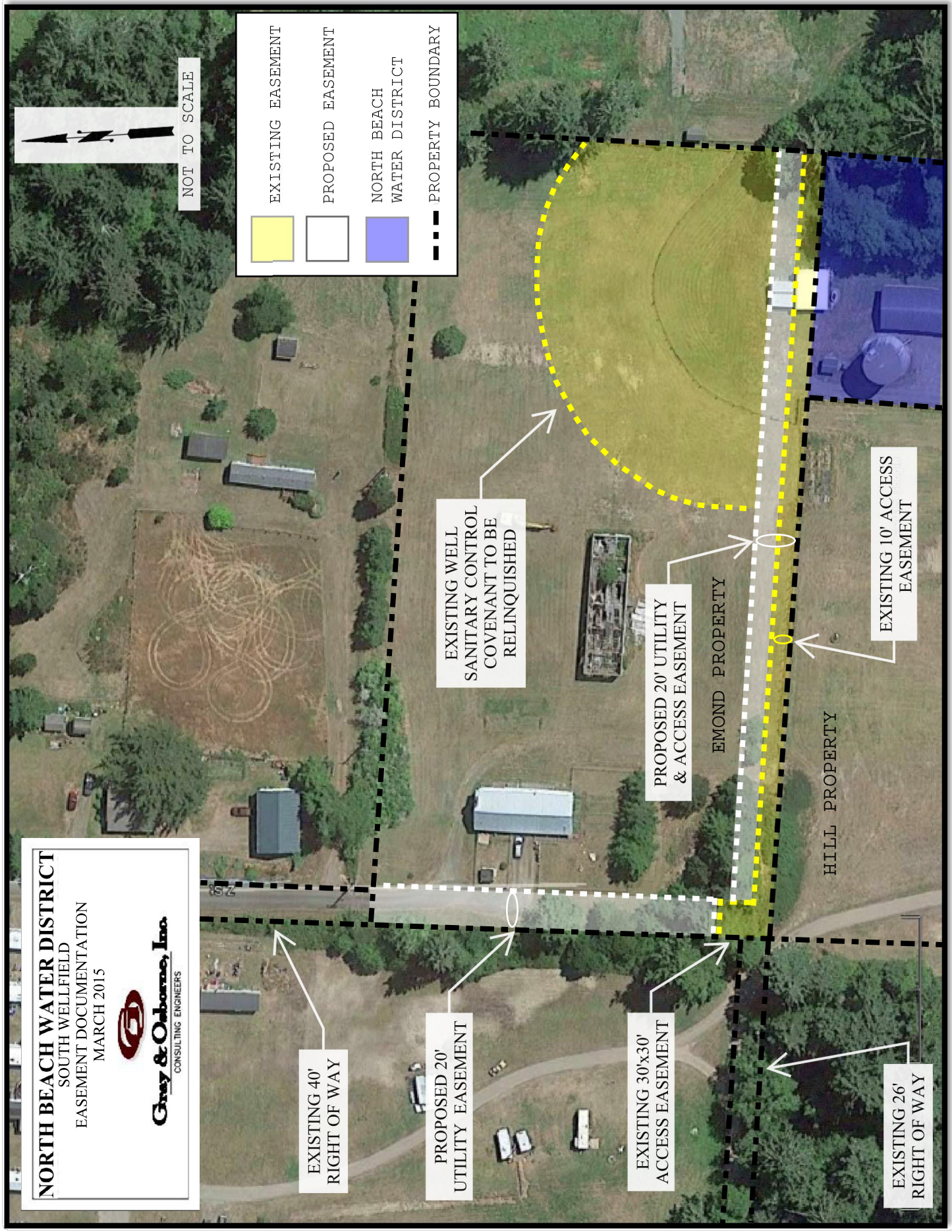
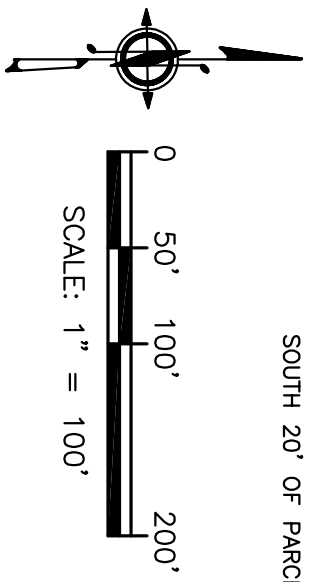
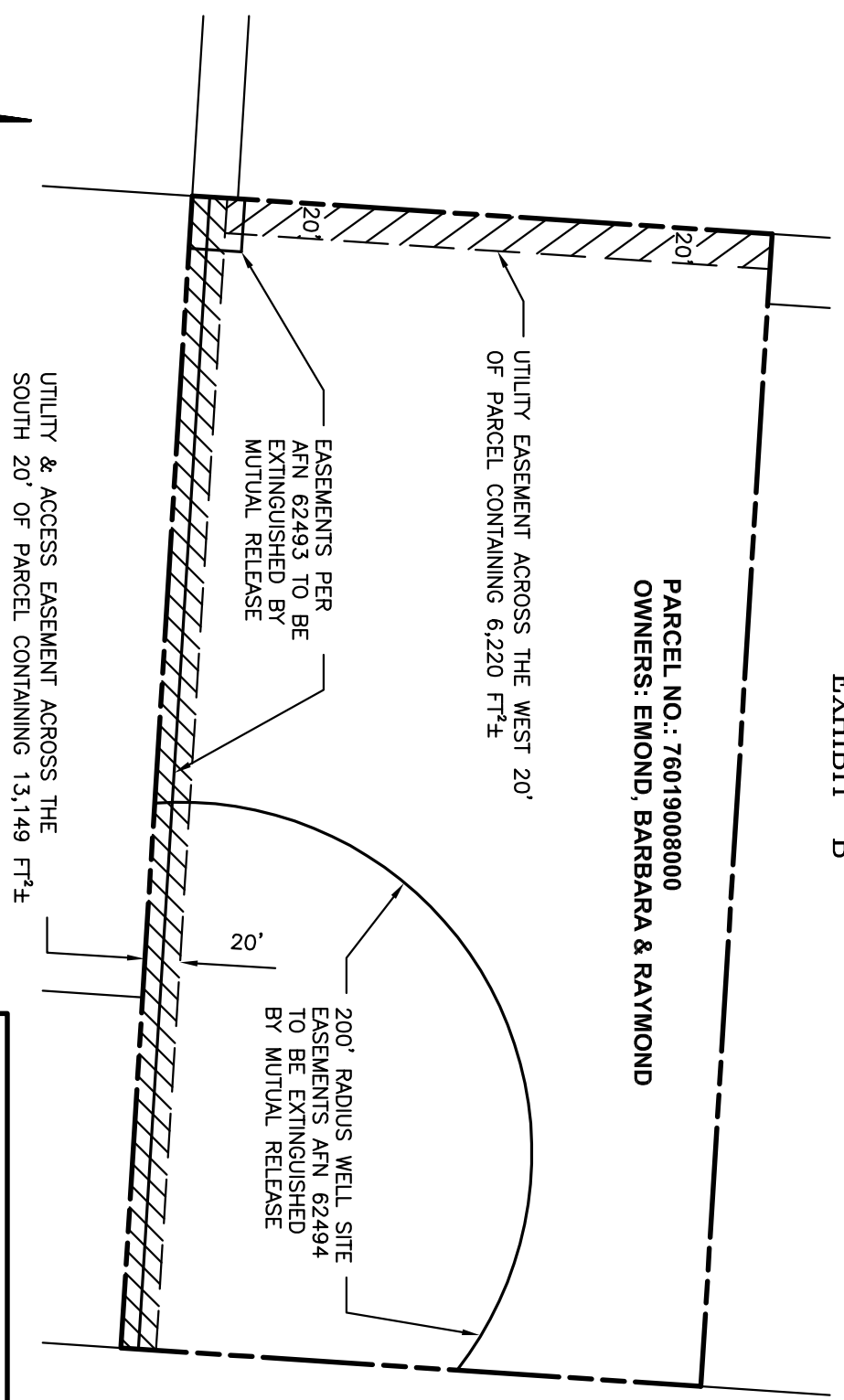


EXHIBIT "B"

PARCEL NO.: 76019008000  
OWNERS: EMOND, BARBARA & RAYMOND



NORTH BEACH  
WATER DISTRICT  
SOUTH WELLFIELD

20' UTILITY EASEMENT &  
20' ACCESS & UTILITY EASEMENT

**EXHIBIT "A"**

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

Tract 8, RUSHTON ON THE BAY, according to the plat recorded in Volume D-3 of Plats, page 182, in Pacific County, Washington. (Per Real Estate Contract, AFN 62493)

LEGAL DESCRIPTION OF EASEMENT TO BE GRANTED

A perpetual easement for Utilities and Access across the South 20.00 feet of said Tract 8, TOGETHER WITH a perpetual easement for Utilities across the West 20.00 feet of said Tract 8, excepting therefrom the South 20.00 feet thereof.

LEGAL DESCRIPTION OF EASEMENTS TO BE RELEASED

A parcel of land located in Tract 8 of RUSHTON ON THE BAY, according to the plat recorded in Volume D3 of Plats, pages 182 and 183, Pacific County, Washington, being a circle with a 200 foot radius the center point of which is located 27.17 feet North of the South line of said Tract 8 and 112.88 feet West of the East line of said Tract 8; (per Quit Claim Deed, AFN 62494)

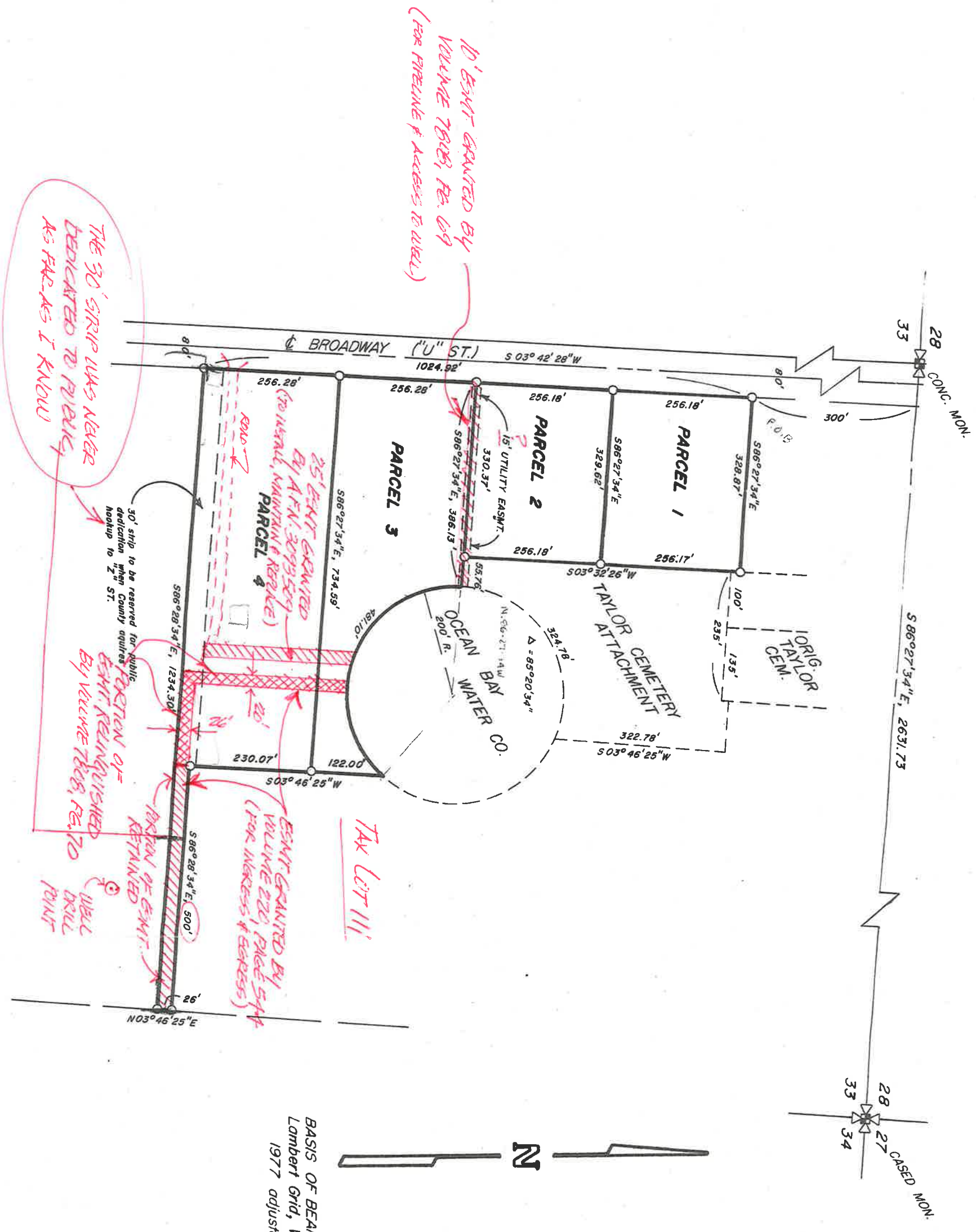
TOGETHER WITH

An easement for ingress and egress over the southerly 10 feet of said Tract 8; (per Real Estate Contract, AFN 62493)

TOGETHER WITH

An easement 30' in width for ingress and egress over and across the southwest corner of said Tract 8, to be situated as close as possible to the southwest corner of Tract 8. (Per Real Estate Contract, AFN 62493)

# PACIFIC COUNTY, WASHINGTON



BASIS OF BEARING =  
 Lambert Grid, Wash. So. Zone  
 1977 adjusted



situated in the County of Pacific, State of Washington.

DATED June 28<sup>th</sup>, 1969.

James Leggett  
Juanita R Leggett

STATE OF WASHINGTON )  
County of Pacific ) ss:

I, Richard Hendrickson, Notary Public in and for the State  
of Washington, residing at Ocean Park, do hereby certify that on  
this 28<sup>th</sup> day of June, 1969, personally appeared before me  
JAMES LEGGETT and JUANITA R. LEGGETT, to me known to be the  
individuals described in and who executed the within instrument  
and acknowledged that they signed and sealed the same as their  
free and voluntary act and deed for the uses and purposes  
herein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 28<sup>th</sup> day of  
June, 1969.



Richard Hendrickson  
Notary Public in and for the State  
of Washington, residing at Ocean Park.

**STATUTORY WARRANTY DEED**

THE GRANTOR, Pacific Water Company, Inc., a Washington corporation, for and in consideration of Ten and No/100 dollars (\$10.00) in hand paid, conveys and warrants to North Beach Public Development Authority, a public development authority created by Pacific County, Washington the real property described on Exhibit A attached hereto, situated in the County of Pacific, State of Washington, and all water rights appurtenant to the above-described real property and all interests Grantor may have in and to that certain Certificate of Water Right (superseding) dated and recorded on December 6, 1999 under Instrument No. 3032484 and all pipelines and other component parts of the existing water system including easements, now located on and use for the benefit of the properties of Grantor.

Subject to and excepting those matters listed in Exhibit B attached hereto and incorporated herein by this reference.

Dated February 3, 2006.

**GRANTOR:**

PACIFIC WATER COMPANY, INC.,  
a Washington corporation

By: Phillip C Leach  
Name: Phillip C Leach  
Its: Pres.

3090076  
Page: 2 of 6  
02/14/2006 02:52P  
Pacific Co, WA



THIS IS TO CERTIFY THAT TRANSACTION  
TAX IN THE SUM OF \$ 221.47 HAS  
BEEN PAID ON THE WITHIN INSTRUMENT.  
Technology Fee \$ 5.00  
See Rec. No. 072597  
Date: 2-3-06  
PACIFIC COUNTY TREASURER



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Page: 2 of 6  
02/03/2006 02:37P  
Pacific Co, WA

FIAMTI

D

37.00

Pacific Co, WA

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Phillip C. Leach is the person who appeared before me, and said person acknowledged that he ~~she~~ signed this instrument, on oath stated that he ~~she~~ was authorized to execute the instrument and acknowledged it as the President of Pacific Water Company, Inc., a Washington corporation to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: February 2, 2006



(Use this space for notarial stamp/seal)

Cindy E. Flanary  
Notary Public  
Print Name Cindy E. Flanary  
My commission expires 2-9-06

  
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Page: 3 of 8  
02/03/2006 02:37P  
Pacific Co, WA

  
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Page: 3 of 8  
02/14/2006 02:52P  
Pacific Co, WA

EXHIBIT A

A circular parcel of land with a radius of 200 feet, the center of which is located as follows:

Beginning at the Northwest corner of the Northeast quarter of Section 33, Township 12 North, Range 11 West, W.M., Pacific County, Washington; thence South 89°59'03" East along the North line of said Northeast quarter a distance of 664.14 feet; thence South 0°12'35" West a distance of 812.35 feet to the center of said circular parcel.

The following easements for installation, maintenance and use of water lines, and other purposes concomitant to the operation of a water system, are appurtenant to the properties presently owned in fee by Ocean Bay Water Company and run over, under and across adjoining parcels.

1. Easement in favor of Ocean Bay Water Company for use and maintenance of existing water lines on Tract 8, Rushton on the Bay, recorded June 15, 1984 in Volume 8406, Page 407, under Auditor's File No. 62493.
2. Easement for ingress and egress 10 feet in width granted to Ocean Bay Water Company, over and across the Southerly 10 feet of Tract 8, Rushton on Bay, recorded June 15, 1984 in Volume 8406, Page 407, under Auditor's File No. 62493.
3. Non-exclusive easement for ingress and egress 30 feet in width over and across the South 30 feet of the West 30 feet of Tract 8, Rushton on the Bay, recorded June 15, 1984 in Volume 8406, Page 407, under Auditor's File No. 62493.
4. Agreement between Ocean Bay Water Company and Neal D. Emond and Barbara J. Emond, regarding the water line and access easements on Tract 8, Rushton on the Bay. Said agreement stipulates in part that Ocean Bay Water Company is to provide the Emonds with water at no charge during their lifetime or until such time as they convey title to said tract, recorded April 8, 1987 in Volume 8704, Page 266, under Auditor's File No. 81851.
5. Easement for ingress, egress and for installation, maintenance and use of existing water lines in favor of Ocean Bay Water Company over and across Tax Lot 111, Section 33, Township 12 North, Range 11 West, W.M., as disclosed by deed recorded July 27, 1981 in Volume 8107, Page 655.
6. Easement for ingress and egress granted to Ocean Bay Water Company over and across the South 26 feet of the East 500 feet of Tax 3, Section 33, Township 12 North, Range 11 West, W.M., recorded June 30, 1969 in Volume 220, Page 544, under Auditor's File No. 60633, and amended August 3, 1978 in Volume 7808, Page 70, under Auditor's File No. 18734.

*SEE COPIES*

A-1

3090076

Page: 4 of 6  
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Pacific Co, WA



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Page: 4 of 8  
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Pacific Co, WA



7. Easement for underground water pipeline and for access to well site granted to Ocean Bay Water Company, being a strip 10 feet wide, the centerline of which extends Westerly from the center point of the above described Parcel 6, running parallel to the North line of Section 33, Township 12 North, Range 11 West and terminating at the East line of Broadway ('V') Street, recorded August 3, 1978 in Volume 7808, Page 69.

8. Easement for waterlines delineated on the plats of Rushlight Farm Estates and Rushlight Manor Estates, copies attached.

9. Easement for a well site reserved by Ocean Bay Water Company, with a radius of 200 feet, the center point of which is located 27.17 feet North of the South line of Tract 8, Rushton on the Bay, and 112.88 feet West of the East line of said Tract 8, recorded June 15, 1984 in Volume 8406, Page 408, under Auditor's File No. 62494.

10. Easement for ingress and egress granted to Ocean Bay Water Company over and across a 20 foot strip, the centerline of which begins at Well No. 2 and extends due South to a point which is 26 feet North of the South line of the Northwest quarter of Section 33, Township 12 North, Range 11 West, W.M., recorded June 30, 1969 in Volume 220, Page 554, under Auditor's File No. 60633.

*SEE COPY*  
*I BELIEVE THIS WAS RELINQUISHED BY VOLUME 7808, PAGE 70*



**3089785**  
Page: 5 of 6  
02/03/2008 02:37P  
Pacific Co, WA

A-2



**3090076**  
Page: 5 of 6  
02/14/2008 02:52P  
Pacific Co, WA

Unofficial Copy

EXHIBIT B

Exceptions

1. Exceptions and reservations contained in Deed:

From: Waldemar Sexton, et ux, and heirs and assigns  
Dated: December 20, 1938  
Recorded: January 8, 1940  
Volume No.: 121, Page 01  
As Follows: The right to maintain and use a ditch, slough or draws on the lands for drainage purposes jointly with the Juanita Investment Company, a corporation, together with the right to enter said lands to clean, cut, open and maintain the same.

2. Covenants, conditions, restrictions and/or easements; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, family status, or national origin to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes:

Recording Information: January 18, 1983 in Volume 8301, Page 379

3. Certificate of Water Right (Superseding) including the terms and provisions thereof:

Dated: December 6, 1999  
Recorded: December 9, 1999 in Instrument No. 3032484

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Page: 6 of 8  
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B-1

 **3090076**  
Page: 6 of 8  
02/14/2000 02:52P  
FIARTI D 37.00 Pacific Co, WA

18733

ROBERT KAIN, Pacific County Treasurer
18733
of the Extension Position Line of 1001

18733

FILED REQUEST OF  
IN AUG 3 AM 9 4

QUIT CLAIM DEED AND GRANT OF EASEMENT

PACIFIC COUNTY AUDITOR  
ROBERT KAIN

18733

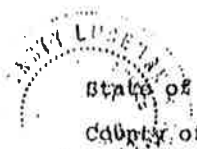
KNOW ALL MEN BY THESE PRESENTS that the undersigned Juanita R. Leggett, a widow, for and in consideration of relinquishment of certain easements by Ocean Bay Water Company Inc. which reflect a certain modification of rights granted in deed recorded under auditor's receiving No. 60633, does hereby convey and quitclaim unto Ocean Bay Water Company Inc. the following real property and the following easement, to wit.

1. A circular parcel of land with a radius of 200 feet, the center point of which is located as follows:  
Beginning at the Northwest corner of the Northeast quarter of Section 33, Twp. 12 N., Range 11 W.W.M., Pacific County, Washington; thence S 89°59' 03" E along the North line of said northeast quarter a distance of 664.14 feet; thence thence S 0°12'35" W a distance of 812.35, to the center of said such circular parcel. (The well site above described was conveyed by deed recorded under Aud. file No. 60663, and this deed expands the site from 100 foot radius to 200 foot radius).
2. A permanent easement for underground water pipeline and a surface easement for access to the well site above described, for the purpose of installation and maintenance of the well and machinery used in and about the well site which easement is over, upon and across a strip of land 10 feet in width, the center line of which is a line which begins at the center point of the well site described in Paragraph 1 of this document and extends west parallel to the North Line of the said N.E. 1/4 of Sec. 33, Twp. 12 N. R. 11 W.W.M. to the east line of the county road.

Dated at Ocean Park, Washington this 3 day of June 1970.

Juanita R. Leggett

JUANITA R. LEGGETT, a widow



State of Washington )  
County of Pacific )

This is to certify that on this 3 day of June 1978 personally appeared before me Juanita R. Leggett, a widow, to me known to be the person described in and who executed the within and foregoing instrument and she acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

Notary Public  
Notary Public in and for the  
State of Washington residing at  
Ocean Park

7808

69

18734

RELINQUISHMENT OF EASEMENTS

18734

KNOW ALL MEN BY THESE PRESENTS that the undersigned OCEAN BAY WATER COMPANY INC., a Washington Corporation, for a good and valuable consideration does hereby release certain easements or parts thereof heretofore created in a deed recorded under Pacific County Auditor's receiving Number 60663, which easements the grantor Ocean Bay Water Company Inc. conveys and quit claims unto Juanita R. Leggett, a widow, to wit:

An easement for ingress and egress over, upon and across the South 26 feet of the East 700 feet more or less of the Northwest Quarter of Section 33, Township 12 North, Range 11 West W.M., EXCEPT THE EAST 500 FEET THEREOF to a point 10 feet beyond a point due South of well No. 2 on the Beggs property, together with an easement 20 feet in width, the center line of which is a line which begins at well No. 2 on the Beggs property and extends to a point due south of such well which point is 26 feet north of the South line of the Northwest Quarter of Section 33, Township 12 North, Range 11 West, W.M. in Pacific County, Washington.

Dates at Ocean Park Washington this \_\_\_ day of July 1978.



Ocean Bay Water Company Inc. by

Jerry Mendenhall Jr.  
Its Chairman of the Board

Everett Cochran  
Its secretary

State of Washington }  
County of Pacific } ss

This is to certify that on this 11th day of July 1978 personally appeared before me, the undersigned Notary Public, Jerry Mendenhall Jr. and Everett Cochran to me known to be the Chairman of

the Board and the Secretary of Ocean Bay Water Company, Inc. and each acknowledged to me that he executed the within and foregoing instrument as his free and voluntary act and deed as such officer of such corporation and as the act of the corporation, and that he is authorized to so act on behalf of such corporation.

Alvin J. Johnson  
Notary Public in and for the State of Washington residing at Ocean Park.

ROBERT M. JOHNSON  
NOTARY PUBLIC

FILED  
JUL 13 1978  
OCEAN PARK, WASH.

**RETURN ADDRESS:**

North Beach Public Development Authority  
P.O. Box 618  
Ocean Park, WA 98640

**DOCUMENT TITLE:**

Utility Easement

**REFERENCE NUMBER(S) of Documents assigned or released:**

Additional names on page \_\_\_\_\_ of document.

**GRANTOR(S) (Last name first, then first name and middle initial)**

1. Geraldine J. McDanel
- 2.
- 3.

Additional names on page \_\_\_\_\_ of document

**GRANTEE(S) (Last name first, then first name and middle initial)**

1. North Beach Public Development Authority
- 2.
- 3.

Additional names on page \_\_\_\_\_ of document

**LEGAL DESCRIPTION:**

Parcel 3 and 4 of Short Plat 85-12 Section 33, Township 12N, Range 11 West

Additional legals on page \_\_\_\_\_ of document

**ASSESSOR'S 11 DIGIT PARCEL NUMBER**

Portion of Parcel 3--#12113385124  
Portion of Parcel 4--#12113385123

Additional assessor's parcel numbers on page \_\_\_\_\_ of document.

Assessor's parcel number not yet assigned.

**AFFIDAVIT: EMERGENCY NON-STANDARD RECORDING**

I am requesting an emergency non-standard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.



**3093509**

Page: 1 of 5  
05/20/2006 11:17A  
Pacific Co. WA

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Geraldine J. McDanel, grantor, in consideration of TEN and no/100 (\$10.00) DOLLARS, and other valuable considerations, to her paid by NORTH BEACH PUBLIC DEVELOPMENT AUTHORITY, grantee, a publicly owned water utility, do hereby create, convey and grant unto said grantee a perpetual, non-exclusive 25 foot wide Utility Easement to install, maintain and replace a water line and electric utility over and across Parcel 3 and 4 of Short Plat 85-12 Section 33, Township 12N, Range 11 West described as follows:

Commencing at the quarter corner common to Sections 28 and 33, Township 12 North, Range 11 West, Willamette Meridian, Pacific County, Washington; thence S 86° 27' 34" E 80.00 feet along said section line to the easterly right-of-way line of "U" Street; thence S 3° 42' 28" W along the east right-of-way line of "U" Street 1294.90 feet to a point 30 feet north of the south line of the NW ¼ of the NE ¼; thence S 86° 28' 34" E parallel to said south line of the NW ¼ of the NE ¼ 521.80 feet to the centerline of the 25 foot wide easement and the Point of Beginning:

Thence N 3° 42' 28" E parallel to the right-of-way of "U" Street 280 feet more or less to the southerly boundary of Tax Lot 120 a parcel of land conveyed to Ocean Bay Water Company for the purpose of a well field, all located in Section 33, Township 12 North, Range 11 West, Willamette Meridian, Pacific County, Washington. Granting of said easement bars the grantor from constructing any permanent feature on the above described easement.

Said easement is subject to the following conditions:

1. Grantee shall not utilize, improve, fill, or construct upon said easement without first having obtained and provided Grantor with proof of all governmental approvals and permits as may be required for Grantee's use or improvement of the easement.
2. Grantee shall not cause or allow any improvement of the easement except by bonded, licensed, and insured contractors. Before commencing any improvement of the easement, Grantee shall provide Grantor with a complete set of plans and specifications for the proposed improvement and shall obtain Grantor's approval, which shall not be unreasonably withheld.
3. Grantee shall pay all taxes, assessments, fees and other charges associated with its use or improvement of the easement.
4. Upon completion of all work done on or under the land contained in this easement Grantee agrees to return the surface to the condition it was prior to the work being done.

 3093509  
Page: 2 of 5  
08/20/2008 11:17A  
WILLIAMS RD EAS 30.00 Pacific Co, WA







STATE OF WASHINGTON )  
 ) SS:  
County of Pacific )

On this day personally appeared before me R. D. Williams to  
me known to be the individual described and known to me to be the Director of the North  
Beach Public Development Authority in and who executed the within and foregoing  
instrument, and acknowledged the said execution thereof to be the free and voluntary act  
and deed of said for the uses and purposes therein mentioned.

GIVEN under my hand and official seal on June 19, 2006

James J. Hay  
Notary Public in and for the State of Washington,  
Residing at Ocean Park  
My Commission Expires: 7/5/07



WILLIAMS RD

ERB

36.00

**3093509**

Page: 4 of 5

06/20/2006 11:17A

Pacific Co. WA

Unofficial Copy

6.37-

After Recording Return To:  
Preston Gates & Ellis, LLP  
925 Fourth Avenue, Suite 2900  
Seattle, Washington 98104  
Attn: Marni Wright

FIRST AMERICAN TITLE INS. CO.

**\*\* Rerecorded to amend legal 738751**

**STATUTORY WARRANTY DEED**

GRANTOR: PACIFIC WATER COMPANY, INC., a Washington corporation

GRANTEE: NORTH BEACH PUBLIC DEVELOPMENT AUTHORITY, a public development authority created by Pacific County, Washington

**Legal Description:**

Abbreviated Form: NW corner of the Northeast quarter of Section 33, Township 12 North, Range 11 West, W.M., Pacific County, Washington

Additional legal on Exhibit A

Assessor's Tax Parcel ID#: 12113312120

Reference No(s). of Related Document(s): N/A

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Page: 1 of 6  
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Pacific Co, WA

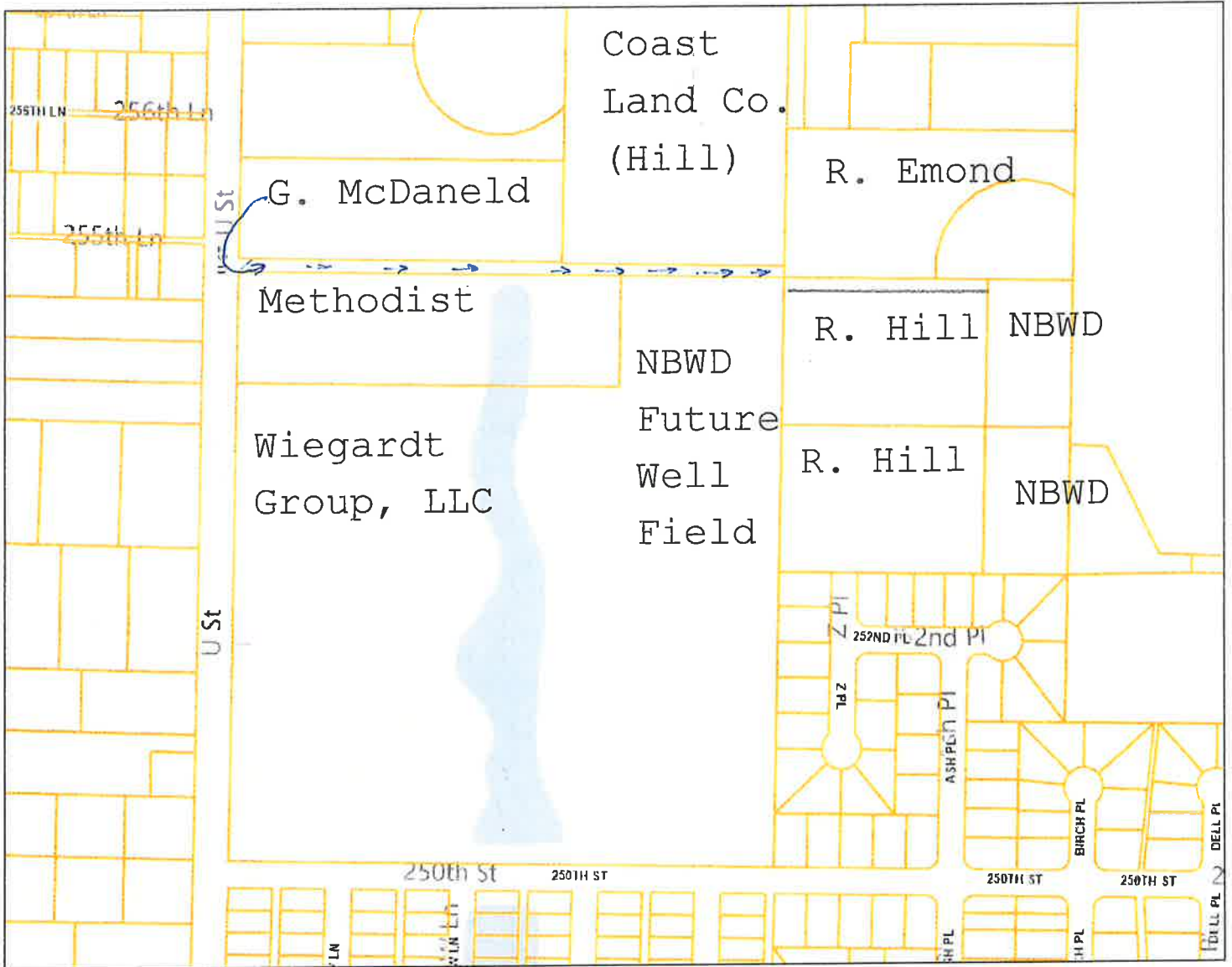


37.00  
D

2-14-06  
This transaction is not Taxable under Chapter 11 of the Extraordinary Session Laws of 1951.  
See Affidavit No. **072676**  
PACIFIC COUNTY TREASURER

FIANT  
D  
37.00 Pacific Co, WA  
**3089785**  
Page: 1 of 6  
02/03/2006 02:37P





RECEIVED  
JUN 30 AM 11:31  
VERNA JACOBSON  
PACIFIC COUNTY AUDITOR

60633

WARRANTY DEED

The Grantors, JAMES LEGGETT and JUANITA R. LEGGETT, husband and wife, residing at Ocean Park, Washington, for and in consideration of Ten and No/100 Dollars (\$10.00) and other valuable considerations in hand paid, convey and warrant to OCEAN BAY WATER COMPANY, INC., a Washington corporation, the grantee, the following described real estate:

A circular parcel of land with a radius of 100 feet the center point located as follows:

Beginning at the Northwest corner of the Northeast 1/4 of Section 33, Township 12 North, Range 11, WWM; Thence S 89° 59' 03" E along the North line of said Northeast 1/4 a distance of 664.14 feet;  
Thence S 0° 12' 35" W a distance of 812.35 feet to the center of said circular parcel.

ALSO the existing underground cast iron water pipeline extending from Well No. 2 easterly across the west 200 feet of the Northwest quarter of the Northeast quarter of Section 33 Township 12 North, Range 11 west of W.M..

ALSO the existing underground cast iron water pipeline extending from Well No. 2 westerly across the Beggs property with the reservation that said line or replacement thereof shall be furnished for a period of not less than five (5) years from date.

ALSO the permanent easement for ingress and egress, consisting of a 26 foot strip extending from the north-south County Road on Rushton-on-the-Bay to the Beggs Property, described as the south 26 feet of Tract 8 of Rushton-on-the-Bay lying westerly of the County Road, and the south 26 feet of the east 700 feet more or less of the northwest quarter of the northeast quarter of Section 33 Township 12 North, Range 11 West of W.M. to a point 10 feet beyond point due South of Well No. 2 on the Beggs Property. Together with a permanent easement for ingress and egress directly North from that certain point due South of Well No. 2, thence Northerly to Well No. 2, said easement being 10 feet on either side of such line.

ALSO the permanent easement for underground water pipeline consisting of a 10 foot strip across and through the west 200 feet of the Northwest quarter of the Northeast quarter of Section 33 Township 12 North, Range 11 west of W.M., centerline of which is the existing water pipeline running easterly from Well No. 2 across said described 200 foot portion.

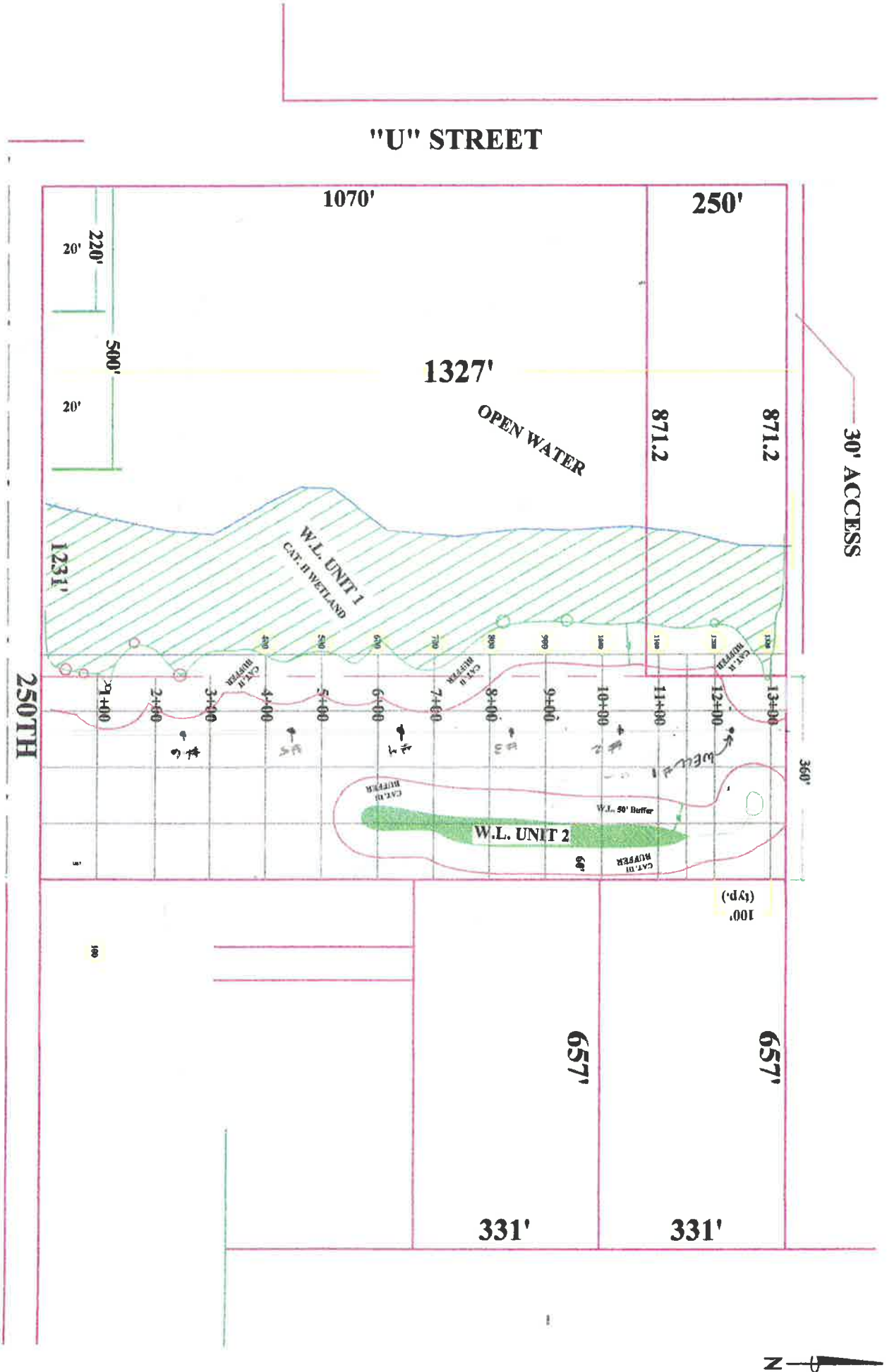
ALSO the permanent easement for underground water pipeline consisting of a 10 foot strip extending from east to west through and across the Beggs Property, the centerline of which is the existing water pipeline running westerly from Well No. 2 across said property.

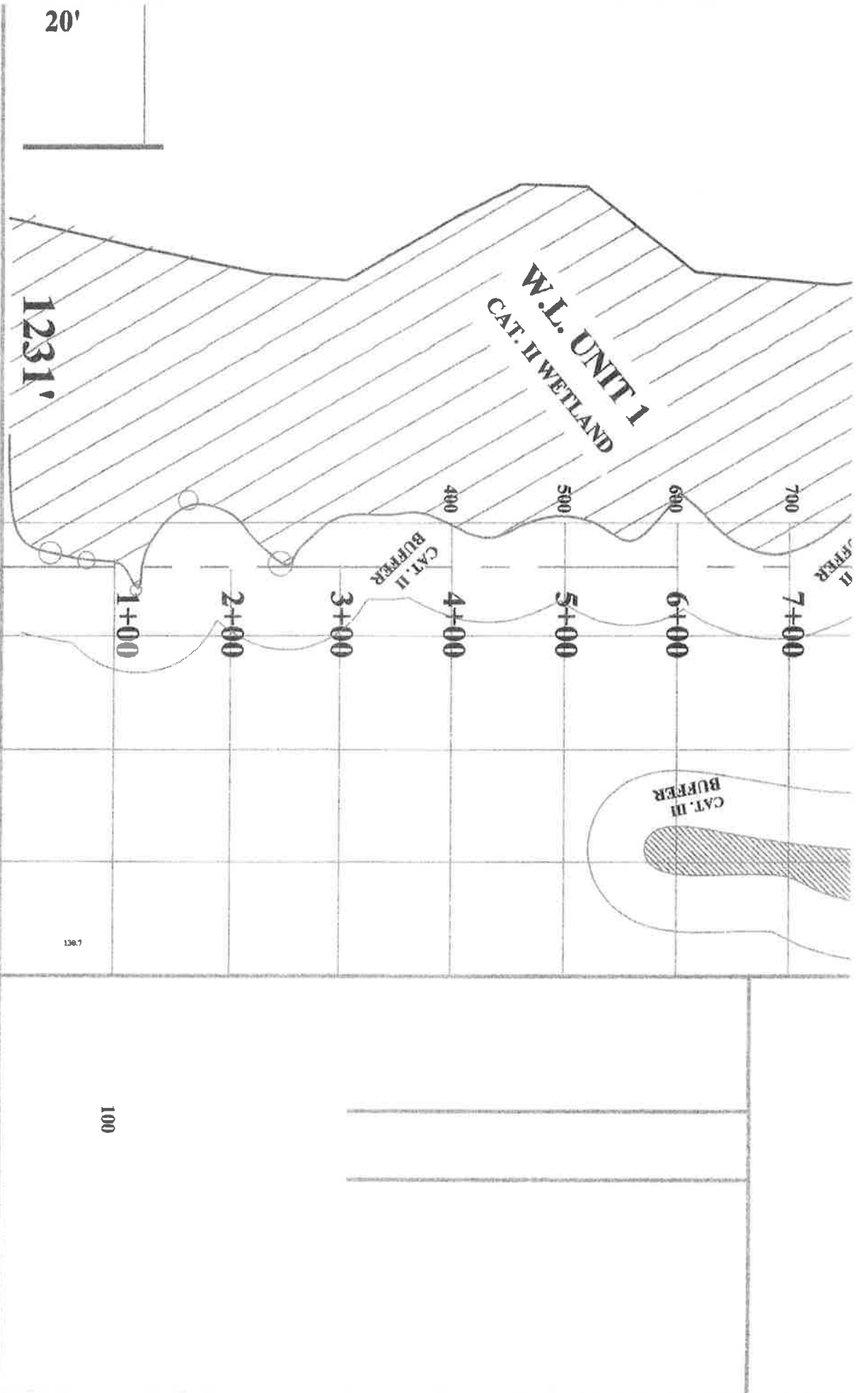
-1-

This is to certify that transaction for the sum of \$10.00 has been paid on with in full amount.	
See Rept. No. 3321	Date 6/30/69
Rosa Neilson, Pacific County Treasurer	

**WETLAND DELINEATION**

**APPENDIX A, FIG. 6**





**250TH**

**APPENDIX A, FIG. 6**

**WETLAND DELINEATION**

P. O. Box 482  
 Gearhart, OR 97136  
 (907) 717-1519  
 email:

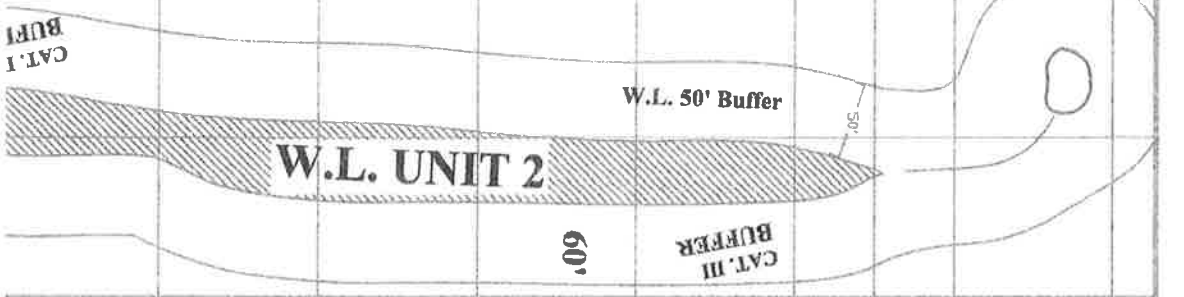
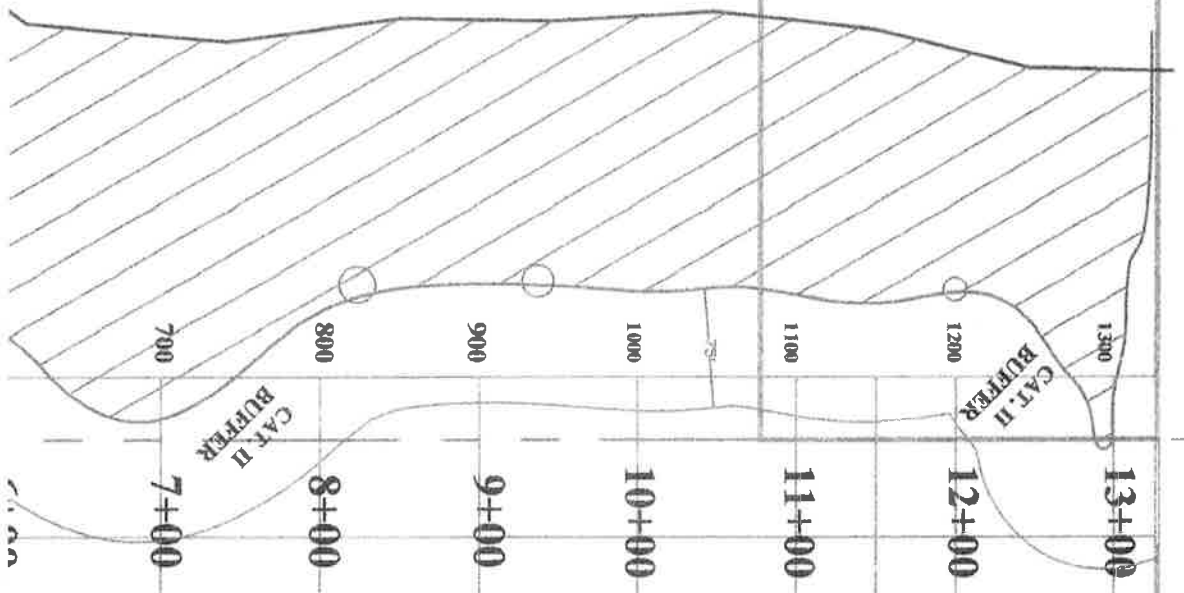
FOR: LB WA CONGREGATION OF JEHOVAH'S WITNESS  
 7100' HWY, SEC. 04, PACIFIC COUNTY  
 2013

Date: Feb. 28, 2013  
 Scale: 1" = 300'

71.2

71.2

EN WATER



360'

100'  
(typ.)

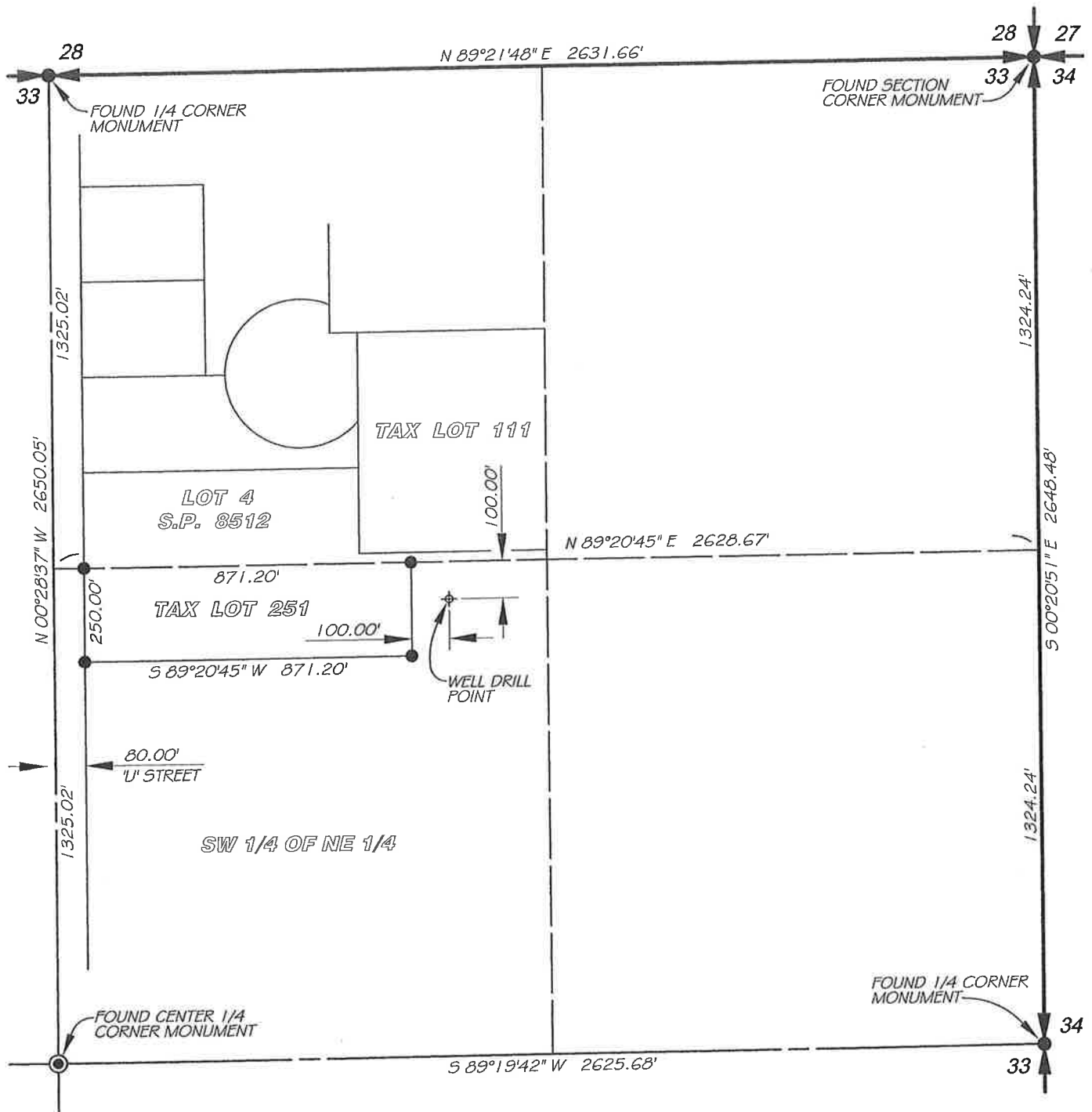
657'

657'



APPENDIX A, FIG. 6

WETLAND DELINEATION



● = FOUND REBAR # CAP, "FERRIER"  
 PER SURVEY BK. 13, PG. 83

**SURVEY OF WELL DRILL POINT AS STAKED  
 WITHIN THE NE 1/4 OF SECTION 33, T 12 N, R 11 W**

BY W.A. RUEF COMPANY IN AUGUST, 2012

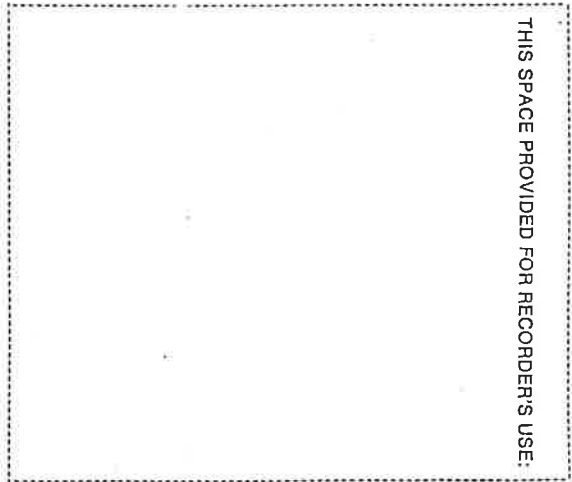
*Walter Ruef 9-02-12*



FILED FOR RECORD AT REQUEST OF

WHEN RECORDED RETURN TO

Name James L. McDanel  
Address Rte. 1, Box 383  
City, State, Zip Ocean Park, Wash. 98640



## Quit Claim Deed

THE GRANTORS, James L. McDanel and Geraldine J. McDanel, husband and wife, Gift to the Public for and in consideration of Pacific County, State of Washington conveys and quit claims to

the following described real estate, situated in the County of Pacific State of Washington, together with all after acquired title of the grantor(s) therein:

Commencing at the 1/4 corner between Sections 28 and 33 of Township 12 North, Range 11 West, Willamette Meridian; thence S.86°27'34"E. 80.00 feet along section line to the easterly right-of-way line of Broadway Avenue; thence S.3042'28"W. along right-of-way 1324.92 feet to Point of Beginning; Thence S.86°28'34"E. along the southerly line of the N.W. 1/4 of the N.E. 1/4 1234.30 feet to the easterly line of the N.W. 1/4 of the N.E. 1/4; thence N.3046'25"E. 26.00 feet along said easterly line; thence N.86°28'34"W. 500.00 feet; thence N.3046'25"E. 4.00 feet; thence N.86°28'34"W. 734.33 feet to the easterly right-of-way line of Broadway Avenue; thence S.3042'28"W. along right-of-way 30.00 feet to the Point of Beginning, containing 0.80 acres and being intended solely for the purpose of providing the northerly 1/2 of a future 60 foot roadway. *80 acres*

Dated 10-4-85, 19

James L. McDanel  
(Individual)  
Geraldine J. McDanel  
(Individual)

By James L. McDanel (President)  
By Geraldine J. McDanel (Secretary)

STATE OF WASHINGTON  
COUNTY OF Pacific } ss.

STATE OF WASHINGTON  
COUNTY OF \_\_\_\_\_ } ss.

On this day personally appeared before me James L. McDanel and Geraldine J. McDanel who are known to me to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ before me, the undersigned, a Notary Public in and for the State of Washington, \_\_\_\_\_ commissioned and sworn, personally appeared \_\_\_\_\_ and \_\_\_\_\_, \_\_\_\_\_ President and \_\_\_\_\_ Secretary, respectively, of \_\_\_\_\_, who 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 \_\_\_\_\_ authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

GIVEN under my hand and official seal this 4 day of Oct, 1985  
Richard Henderson  
Notary Public in and for the State of Washington, residing at Ocean Park

Witness my hand and official seal here to affixed the day and year first above written.  
Notary Public in and for the State of Washington, residing at \_\_\_\_\_

FILED FOR RECORD AT REQUEST OF

WHEN RECORDED RETURN TO

Name James L. McDaneid  
 Address Rte. 1, Box 383  
 City, State, Zip Ocean Park, Wash. 98640

**Quit Claim Deed**

THE GRANTORS, James L. McDaneid and Geraldine J. McDaneid, husband and wife, and wife, Gift to the Public for and in consideration of Pacific County, State of Washington conveys and quit claims to Pacific County, State of Washington

the following described real estate, situated in the County of Pacific State of Washington, together with all after acquired title of the grantor(s) therein:

Commencing at the 1/4 corner between Sections 28 and 33 of Township 12 North, Range 11 West, Willamette Meridian; thence S.86°27'34"E. 80.00 feet along section line to the easterly right-of-way line of Broadway Avenue; thence S.3042'28"W. along right-of-way 1324.92 feet to Point of Beginning; Thence S.86°28'34"E. along the southerly line of the N.W. 1/4 of the N.E. 1/4 1234.30 feet to the easterly line of the N.W. 1/4 of the N.E. 1/4; thence N.3046'25"E. 26.00 feet along said easterly line; thence N.86°28'34"W. 500.00 feet; thence N.3046'25"E. 4.00 feet; thence N.86°28'34"W. 734.33 feet to the easterly right-of-way line of Broadway Avenue; thence S.3042'28"W. along right-of-way 30.00 feet to the Point of Beginning, containing 0.80 acres and being intended solely for the purpose of providing the northerly 1/2 of a future 60 foot roadway. *See area*

Dated 10-4-85, 19

James L. McDaneid  
(Individual)  
Geraldine J. McDaneid  
(Individual)

By \_\_\_\_\_ (President)  
 By \_\_\_\_\_ (Secretary)

STATE OF WASHINGTON }  
 COUNTY OF Pacific } ss.

On this day personally appeared before me James L. McDaneid & Geraldine J. McDaneid who are known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

STATE OF WASHINGTON }  
 COUNTY OF \_\_\_\_\_ } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ before me, the undersigned, a Notary Public in and for the State of Washington, \_\_\_\_\_ commissioned and sworn, personally appeared \_\_\_\_\_ and \_\_\_\_\_ to me known to be the \_\_\_\_\_ President and \_\_\_\_\_ Secretary, respectively, of \_\_\_\_\_ 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 \_\_\_\_\_ 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 first above written.

GIVEN under my hand and official seal this 4 day of October, 1985.  
Richard Donaldson  
 Notary Public in and for the State of Washington, residing at Ocean Park

Notary Public in and for the State of Washington, residing at \_\_\_\_\_





# CERTIFICATION OF VITAL RECORD

TYPE OR  
PRINT IN  
PERMANENT  
BLACK INK.

## OREGON DEPARTMENT OF HUMAN SERVICES CENTER FOR HEALTH STATISTICS CERTIFICATE OF DEATH

ID, TAG NO. **538482**

436-

STATE FILE NUMBER

1. Legal Name (include RNAs, if any) <b>Neal David EMOND</b>					2. Death Date (m/d/yyyy) <b>December 7, 2010</b>	
3. Sex (M/F) <b>Male</b>	4a. Age - Last Birthday <b>84</b>	4b. Under 1 Year Months <b>Unknown</b>	4c. Under 1 Day Hours <b>Unknown</b>	5. Social Security Number <b>381-20-9933</b>	8. County of Death <b>Clatsop</b>	
7. Birthdate (m/d/yyyy) <b>April 12, 1926</b>		8a. Birthplace (City/Town, or County) <b>Unknown</b>		8b. (State or Foreign Country) <b>Michigan</b>	9. Decedent's Education <b>High School Graduate</b>	
10. Was Decedent of Hispanic Origin? (Yes or No, if yes, specify) <b>No</b>			11. Decedent's Race(s) <b>Caucasian</b>		12. Was Decedent Ever in U.S. Armed Forces? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
13. Residence: Number and Street (e.g., 634 86th Street, Apt. No. 8) <b>25604 2 Street 2 Street</b>				14. City/Town <b>Ocean Park</b>		
15. Residence County <b>Pacific</b>		16. State or Foreign Country <b>Washington</b>		17. Zip Code + 4 <b>98640</b>		18. Inside City Limits? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
19. Marital Status at Time of Death <b>Married</b>			20. Spouse's Name (if married or widowed, give name prior to first marriage.) <b>Barbara Bumbly</b>			
21. Usual Occupation (indicate type of work done during most of working life. DO NOT USE "RETIRED.") <b>Operating engineer</b>				22. Kind of Business/Industry (DO NOT USE COMPANY NAME) <b>Construction</b>		
23. Father's Name (First, Middle, Last, Suffix) <b>Raymond Emond</b>			24. Mother's Name Prior to First Marriage (First, Middle, Last) <b>Esther Gumber</b>			
25. Informant's Name <b>Barbara Emond</b>		26. Telephone Number <b>(360) 665-4840</b>		27. Relation to Decedent <b>Wife</b>		28. Mailing Address (Number & Street, City/Town, State, Zip + 4) <b>PO Box 298 Ilwaco, Washington 98624</b>
29. Place of Death <b>Inpatient</b>			30. Facility Name <b>Columbia Memorial Hospital</b>			
31. Location of Death (give address) <b>2111 Exchange Street</b>			32. City/Town or Location of Death <b>Astoria</b>		33. State <b>OR</b>	34. Zip Code + 4 <b>97103</b>
35. Method of Disposition <b>Removal-Out of State</b>		36. Place of Disposition (name of cemetery, crematory, or other place) <b>Pacific Crematory</b>		37. Location <b>Long Beach, Washington</b>		
38. Name and Complete Address of Funeral Facility (Number & Street, City/Town, State, Zip + 4) <b>Panttila's Chapel by The Sea 1515 S. Pacific Ave POB 417 Long Beach, WA 98631</b>						
39. Date of Disposition (m/d/yyyy) <b>December 10, 2010</b>			40. Funeral Director's Signature <i>Margaret L. ...</i>		41. Office's Number <b>3487</b>	
42. Registrar's Signature <i>[Signature]</i>			43. Date Received (m/d/yyyy) <b>DEC 14 2010</b>		44. Local File Number <b>214</b>	
45. Record Amendment						
46. Was case referred to Medical Examiner? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		47. Autopsy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		48. Were autopsy findings available to complete the cause of death? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		49. Time of Death <b>4:10 AM</b>
CAUSE OF DEATH (See instructions and examples)						
50. Enter the chain of events - diseases, injuries, or complications - that directly caused the death. DO NOT ENTER TERMINAL EVENTS such as cardiac arrest, respiratory arrest or ventilator dislodgment without showing the etiology. DO NOT abbreviate.					Approximate Interval: Onset to Death	
Final disease or condition resulting in death a. <b>Spontaneous Bacterial Peritonitis</b>		IMMEDIATE CAUSE b. <b>Due to (or as a consequence of) c.</b>			<b>24 hours</b>	
Sequentially list conditions, if any, leading to the cause listed on line a. c. <b>Alcoholic Hepatitis</b>		Due to (or as a consequence of) d.			<b>72 hrs</b>	
ENTER THE UNDERLYING CAUSE LAST (disease or injury that initiated the events resulting in death). d. <b>Cerebral</b>		Due to (or as a consequence of)			<b>22 yrs</b>	
51. Other significant conditions contributing to death, but not resulting in the underlying cause given above:						
52. Manner of Death <input checked="" type="checkbox"/> Natural <input type="checkbox"/> Homicide <input type="checkbox"/> Accident <input type="checkbox"/> Undetermined <input type="checkbox"/> Suicide <input type="checkbox"/> Poisoning		53. If Female <input type="checkbox"/> Not pregnant within past year <input type="checkbox"/> Not pregnant, but pregnant 43 days to 1 year before death <input type="checkbox"/> Pregnant at time of death <input type="checkbox"/> Unknown if pregnant within the past year <input type="checkbox"/> Not pregnant, but pregnant within 42 days before death		54. Did tobacco use contribute to death? <input type="checkbox"/> Yes <input type="checkbox"/> Probably <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown		
55. Date of Injury (m/d/yyyy)		56. Time of Injury		57. Place of Injury (e.g., Decedent's home, construction site, restaurant, wooded area)		58. Injury at Work? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
59. Location of Injury (Number & Street, City/Town, State, Zip + 4)						
60. Describe how injury occurred.						61. If transportation injury, specify. <input type="checkbox"/> Driver/Operator <input type="checkbox"/> Passenger <input type="checkbox"/> Pedestrian <input type="checkbox"/> Other (Specify)
62. Name and Address of Certifier (Number & Street, City/Town, State, Zip + 4) <b>Bruce Bobek, DO, 1515 15th Street Astoria, OR 97103</b>						
63. Name and Title of Attending Physician (if Other than Certifier)						
64. Title of Certifier <b>Attending Physician</b>			65. License Number <b>16489 OR</b>		66. Date Signed (m/d/yyyy) <b>12/08/2010</b>	
67. Medical Certifier - To the best of my knowledge, described occurred at the time, date, and place, and due to the cause(s) and manner stated.					68. Medical Examiner - On the basis of examination, and/or investigation, in my opinion, death occurred at the time, date, and place, and due to the cause(s) and manner stated.	
69. Record Amendment						

TO BE COMPLETED BY FUNERAL FACILITY

TO BE COMPLETED BY MEDICAL CERTIFIER



THIS IS A TRUE AND EXACT REPRODUCTION OF THE DOCUMENT OFFICIALLY REGISTERED AT THE OFFICE OF THE CLATSOP COUNTY REGISTRAR.

**DEC 14 2010**

DATE ISSUED:

*Margo Lalah RD 4th*

MARGO LALAH  
COUNTY REGISTRAR  
CLATSOP COUNTY, OREGON

THIS COPY IS NOT VALID WITHOUT INTAGLIO STATE SEAL AND BORDER.



**First American**

**First American Title Insurance Company**

PO Box 251 1006 W Robert Bush Dr

South Bend, WA 98586

Phn - (360)875-6522 (800)562-8710

Fax - (866)299-2687

**ESCROW COMPANY INFORMATION:**

Escrow Officer/Closer: **Wendy Manlow**

wmanlow@firstam.com

Edoc/Email Address: escrow.southbend.wa@firstam.com

**TITLE COMPANY INFORMATION:**

Title Officer: **James Mack**

jmack@firstam.com

To: **For Sale By Owner**

File No.: **4421-1938950**

Attn:

Your Ref No.:

Re: Property Address: **xxxx U STREET, OCEAN PARK, WA 98640**

**COMMITMENT FOR TITLE INSURANCE**

Issued by

***FIRST AMERICAN TITLE INSURANCE COMPANY***

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment.

When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-I.

The General Exceptions and Exceptions in Schedule B-II.

The Conditions.

This Commitment is not valid without Schedule A and Section I and II of Schedule B.

**First American Title Insurance Company**

James Mack, Title Officer

**SCHEDULE A**

1. Commitment Date: November 12, 2013 at 7:30 A.M.

2. Policy or Policies to be issued:	AMOUNT	PREMIUM	TAX
General Schedule Rate			
Standard Owner's Policy	\$ 11,000.00	\$ 230.00	\$ 17.94
Proposed Insured:			
NORTH BEACH WATER DISTRICT			

3. (A) The estate or interest in the land described in this Commitment is:

Fee Simple

(B) Title to said estate or interest at the date hereof is vested in:

WIEGARDT GROUP, LLC, a Washington limited liability company

4. The land referred to in this Commitment is described as follows:

Real property in the County of PACIFIC, State of Washington, described as follows:

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 12 NORTH, RANGE 11 WEST OF THE WILLAMETTE MERIDIAN.

EXCEPTING THEREFROM THE WEST 951.20 FEET.

ALSO KNOWN AS PARCEL B OF THAT SURVEY RECORDED UNDER AUDITOR'S FEE NUMBER 3148939 AND FILED IN BOOK 26 OF SURVEYS AT PAGE 37, RECORDS OF PACIFIC COUNTY, WASHINGTON.

APN: 12113313001 UNSEGREGATED

**SCHEDULE B  
SECTION I**

**REQUIREMENTS**

The following requirements must be met:

- (A) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (B) Pay us the premiums, fees and charges for the policy.
- (C) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
- (D) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (E) Releases(s) or Reconveyance(s) of Item(s):
- (F) Other:
- (G) You must give us the following information:
  - 1. Any off record leases, surveys, etc.
  - 2. Statement(s) of Identity, all parties.
  - 3. Other:

**SCHEDULE B  
SECTION II**

**GENERAL EXCEPTIONS**

**PART ONE:**

- A. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- B. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
- C. Easements, claims of easement or encumbrances which are not shown by the public records.
- D. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- E. (A) Unpatented mining claims; (B) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (C) Water rights, claims or title to water; whether or not the matters excepted under (A), (B) or (C) are shown by the public records; (D) Indian Tribal Codes or Regulations, Indian Treaty or Aboriginal Rights, including easements or equitable servitudes.
- F. Any lien, or right to a lien, for services, labor or materials or medical assistance heretofore or hereafter furnished, imposed by law and not shown by the public records.
- G. Any service, installation, connection, maintenance, construction, tap or reimbursement charges/costs for sewer, water, garbage or electricity.
- H. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof, but prior to the date the proposed insured acquires of record for value the escrow or interest or mortgage(s) thereon covered by this Commitment.



**SCHEDULE B  
SECTION II**

**EXCEPTIONS**

**PART TWO:**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction. The printed exceptions and exclusions from the coverage of the policy or policies are available from the office which issued this Commitment. Copies of the policy forms should be read.

1. Lien of the Real Estate Excise Sales Tax and Surcharge upon any sale of said premises, if unpaid. As of the date herein, the excise tax rate for **unincorporated PACIFIC County** is at **1.53 %**.  
Levy/Area Code: 24
2. Conditions, notes, easements, provisions and/or encroachments contained and/or delineated on the face of the Survey No. 3148939, recorded in volume 26 of surveys, at page(s) 37, in PACIFIC County, Washington.
3. Evidence of the authority of the individual(s) to execute the forthcoming document for **Wiegardt Group, LLC, a Washington limited liability company**, copies of the current operating agreement should be submitted prior to closing.

**INFORMATIONAL NOTES**

- A. Effective January 1, 1997, and pursuant to amendment of Washington State Statutes relating to standardization of recorded documents, the following format and content requirements must be met. Failure to comply may result in rejection of the document by the recorder.
- B. Any sketch attached hereto is done so as a courtesy only and is not part of any title commitment or policy. It is furnished solely for the purpose of assisting in locating the premises and First American expressly disclaims any liability which may result from reliance made upon it.
- C. The description can be abbreviated as suggested below if necessary to meet standardization requirements. The full text of the description must appear in the document(s) to be insured.

PTN OF SWNE LS ST, SEC 33 TNW 12N RNG 11W, PACIFIC COUNTY, WASHINGTON

APN: 12113313001 UNSEGREGATED

- D. The following deeds affecting the property herein described have been recorded within 36 months of the effective date of this commitment: NONE

- E. General taxes for the year 2013, which have been paid.

Tax Account No.:	12113313001 UNSEGREGATED
Code Area:	24
Amount:	\$ 2,413.49
Assessed Land Value:	\$ 193,200.00
Assessed Improvement Value:	\$ 0.00
Affects:	Includes other property

Property Address: **xxxx U STREET, OCEAN PARK, WA 98640**

NOTE: The forthcoming Mortgagee's Policy will be the ALTA 2006 Policy unless otherwise noted on Schedule A herein.

NOTE: We find no judgments or Federal tax liens against the vestee herein, unless otherwise shown as a numbered exception above.

NOTE: A FEE WILL BE CHARGED UPON THE CANCELLATION OF THIS COMMITMENT PURSUANT TO WASHINGTON STATE INSURANCE CODE AND THE FILED RATE SCHEDULE OF THIS COMPANY.

## CONDITIONS

### 1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument.

(b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

### 2. LATER DEFECTS

The Exceptions in Schedule B - Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section I are met. We shall have no liability to you because of this amendment.

### 3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

### 4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section I

or

eliminate with our written consent any Exceptions shown in Schedule B - Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

### 5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this commitment and is subject to its terms.



**First American**

**First American Title Insurance Company**

PO Box 251 1006 W Robert Bush Dr  
South Bend, WA 98586  
Phn - (360)875-6522 (800)562-8710  
Fax - (866)299-2687



**First American Title**

**Privacy Information**

**We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

**Applicability**

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

**Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

**Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

**Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

**Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**Information Obtained Through Our Web Site**

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

**Business Relationships**

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

**Cookies**

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

**Fair Information Values**

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

When Recorded Return to:  
Wiegardt Group, LLC  
P.O. Box 305  
Ocean Park, WA 98640

10-17-08  
This transaction is not taxable under  
Chapter 11 of the Extraordinary  
Session Laws of 1951  
See Affidavit No. **178322**  
PACIFIC COUNTY TREASURER

Document Title: Quit Claim Deed  
Grantor: Wiegardt, Laurie  
Grantee: Wiegardt Group, LLC  
Legal Description: SW NE LESS ST. 33-12-11,  
NW SW IN 3-11-11  
Assessor's Property Tax Parcel Numbers: 12113313001;  
12113313002; 11110332001; 11110332002

**QUIT CLAIM DEED**

THE GRANTOR, LAURIE WIEGARDT, as her separate property,  
for and in consideration of a capital contribution to  
WIEGARDT GROUP, LLC, hereby conveys and quit claims to  
WIEGARDT GROUP, LLC, a Washington limited liability com-  
pany, the following described real estate, situated in the  
County of Pacific, State of Washington, together with all  
after acquired title of the grantor therein, to-wit:

An undivided 1/24 interest in and to the real  
property described on Schedule "A" attached  
hereto.

DATED this 6<sup>th</sup> day of October, 2008.

Laurie Wiegardt Choate

STATE OF ~~WASHINGTON~~ )  
Oregon : ss  
County of ~~Pacific~~ )  
Clatsop \*

I certify that I know or have satisfactory evidence  
that LAURIE WIEGARDT signed this instrument and acknowl-  
edged it to be her free and voluntary act for the uses and  
purposes mentioned in the instrument.

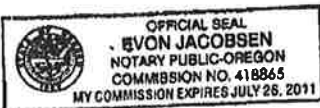
DATED this Sixth day of October, 2008.

Evon Jacobsen

Print name Evon Jacobsen

Notary Public in and for the State of

Oregon  
Washington, residing at 1653 Jerome Ave  
Astoria, OR  
My appointment expires July 26, 2011



SCHEDULE "A"

**PARCEL 1:**

The Southwest Quarter of the Northeast Quarter of Section 33, Township 12 North, Range 11 West of W.M., Pacific County, Washington;

**LESS AND EXCEPT** the following:

Beginning at the North Quarter corner of the above-described Section 33;  
thence along the North-South centerline of said Section, said line being coincident with the West line of "U" Street (formerly known as Broadway Avenue), South 00° 11' 15" West, 1325.02 to the Northwest corner of the Southwest Quarter of the Northeast Quarter of said Section;  
thence along the North line of the Southwest Quarter of the Northeast Quarter of said Section to the East line of said "U" Street, South 89° 59' 23" East, 80.00 feet, said point is the true point of beginning of this tract of land and is monumented by a one-half inch by thirty inch iron rod with yellow plastic cap marked "FERRIER LS 20682";  
thence continuing along said North line, South 89° 59' 23" East, 871.20 feet to a one-half inch by thirty inch iron rod with yellow plastic cap marked "FERRIER LS 20682";  
thence South 00° 11' 15" West, 250.00 feet to a one-half inch by thirty inch iron rod with yellow plastic cap marked "FERRIER LS 20682";  
thence North 89° 59' 23" West, 871.20 feet to a one-half inch by thirty inch iron rod with yellow plastic cap marked "FERRIER LS 20682" on the East line of "U" Street;  
thence along said East line North 00° 11' 15" East, 250.00 feet back to the true point of beginning, all situated in Pacific County, Washington.

**PARCEL 2:**

The Northwest Quarter of the Southwest Quarter of Section 3, Township 11 North, Range 11 West of W.M., Pacific County, Washington;

**EXCEPT** those portions thereof conveyed to Pacific County for Roads in Volume 65 at page 188, Volume 106 at page 82 and in Volume 248 at page 112.

When Recorded Return to:  
Wiegardt Group, LLC  
P.O. Box 305  
Ocean Park, WA 98640

10-17-08 *AL*  
This transaction is not taxable under  
Chapter 31 of the Extraordinary  
Session Laws of 1991  
See Affidavit No. **478321**  
PACIFIC COUNTY TREASURER

Document Title: Quit Claim Deed  
Grantor: Wiegardt, David  
Grantee: Wiegardt Group, LLC  
Legal Description: SW NE LESS ST. 33-12-11,  
NW SW IN 3-11-11  
Assessor's Property Tax Parcel Numbers: 12113313001;  
12113313002; 11110332001; 11110332002

QUIT CLAIM DEED

THE GRANTOR, DAVID WIEGARDT, as his separate property,  
for and in consideration of a capital contribution to  
WIEGARDT GROUP, LLC, hereby conveys and quit claims to  
WIEGARDT GROUP, LLC, a Washington limited liability com-  
pany, the following described real estate, situated in the  
County of Pacific, State of Washington, together with all  
after acquired title of the grantor therein, to-wit:

An undivided 1/24 interest in and to the real  
property described on Schedule "A" attached  
hereto.

DATED this 17 day of SEPTEMBER, 2008.

*[Handwritten Signature]*

STATE OF WASHINGTON )  
                                  ) ss  
County of Pacific   )

I certify that I know or have satisfactory evidence  
that DAVID WIEGARDT signed this instrument and acknowledged  
it to be his free and voluntary act for the uses and pur-  
poses mentioned in the instrument.

DATED this 17th day of September, 2008.



L.L. Price  
Print name L.L. Price  
Notary Public in and for the State of  
Washington, residing at Long Beach  
My appointment expires 11/29/10

SCHEDULE "A"

PARCEL 1:

The Southwest Quarter of the Northeast Quarter of Section 33, Township 12 North, Range 11 West of W.M., Pacific County, Washington;  
LESS AND EXCEPT the following:

Beginning at the North Quarter corner of the above-described Section 33;  
thence along the North-South centerline of said Section, said line being coincident with the West line of "U" Street (formerly known as Broadway Avenue), South 00° 11' 15" West, 1325.02 to the Northwest corner of the Southwest Quarter of the Northeast Quarter of said Section;  
thence along the North line of the Southwest Quarter of the Northeast Quarter of said Section to the East line of said "U" Street, South 89° 59' 23" East, 80.00 feet, said point is the true point of beginning of this tract of land and is monumented by a one-half inch by thirty inch iron rod with yellow plastic cap marked "FERRIER LS 20682";  
thence continuing along said North line, South 89° 59' 23" East, 871.20 feet to a one-half inch by thirty inch iron rod with yellow plastic cap marked "FERRIER LS 20682";  
thence South 00° 11' 15" West, 250.00 feet to a one-half inch by thirty inch iron rod with yellow plastic cap marked "FERRIER LS 20682";  
thence North 89° 59' 23" West, 871.20 feet to a one-half inch by thirty inch iron rod with yellow plastic cap marked "FERRIER LS 20682" on the East line of "U" Street;  
thence along said East line North 00° 11' 15" East, 250.00 feet back to the true point of beginning, all situated in Pacific County, Washington.

PARCEL 2:

The Northwest Quarter of the Southwest Quarter of Section 3, Township 11 North, Range 11 West of W.M., Pacific County, Washington;  
EXCEPT those portions thereof conveyed to Pacific County for Roads in Volume 65 at page 188, Volume 106 at page 82 and in Volume 248 at page 112.





SCHEDULE "A"

PARCEL 1:

The Southwest Quarter of the Northeast Quarter of Section 33, Township 12 North, Range 11 West of W.M., Pacific County, Washington;  
LESS AND EXCEPT the following:  
Beginning at the North Quarter corner of the above-described Section 33;  
thence along the North-South centerline of said Section, said line being coincident with the West line of "U" Street (formerly known as Broadway Avenue), South 00° 11' 15" West, 1325.02 to the Northwest corner of the Southwest Quarter of the Northeast Quarter of said Section;  
thence along the North line of the Southwest Quarter of the Northeast Quarter of said Section to the East line of said "U" Street, South 89° 59' 23" East, 80.00 feet, said point is the true point of beginning of this tract of land and is monumented by a one-half inch by thirty inch iron rod with yellow plastic cap marked "FERRIER LS 20682";  
thence continuing along said North line, South 89° 59' 23" East, 871.20 feet to a one-half inch by thirty inch iron rod with yellow plastic cap marked "FERRIER LS 20682";  
thence South 00° 11' 15" West, 250.00 feet to a one-half inch by thirty inch iron rod with yellow plastic cap marked "FERRIER LS 20682";  
thence North 89° 59' 23" West, 871.20 feet to a one-half inch by thirty inch iron rod with yellow plastic cap marked "FERRIER LS 20682" on the East line of "U" Street;  
thence along said East line North 00° 11' 15" East, 250.00 feet back to the true point of beginning, all situated in Pacific County, Washington.

PARCEL 2:

The Northwest Quarter of the Southwest Quarter of Section 3, Township 11 North, Range 11 West of W.M., Pacific County, Washington;  
EXCEPT those portions thereof conveyed to Pacific County for Roads in Volume 65 at page 188, Volume 106 at page 82 and in Volume 248 at page 112.



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Sonoma

On 3-29-08 before me, Chris Mark Krupansky, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Elizabeth A. Wiegardt  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Chris Mark Krupansky  
Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Quit Claim Deed

Document Date: 3-29-08 Number of Pages: 1 page

Signer(s) Other Than Named Above: nil

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer --- Title(s): \_\_\_\_\_
- Partner ---  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer --- Title(s): \_\_\_\_\_
- Partner ---  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

Signer Is Representing: \_\_\_\_\_



**3115673**

Page: 2 of 3  
 18/17/2008 10:03A  
 Pacific Co, WA

WIEGARDT GROUP LLC

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44.00

SCHEDULE "A"

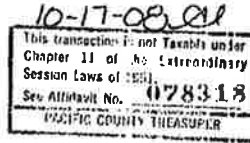
PARCEL 1:

The Southwest Quarter of the Northeast Quarter of Section 33, Township 12 North, Range 11 West of W.M., Pacific County, Washington;  
LESS AND EXCEPT the following:  
Beginning at the North Quarter corner of the above-described Section 33;  
(thence along the North-South centerline of said Section, said line being coincident with the West line of "U" Street (formerly known as Broadway Avenue), South 00° 11' 15" West, 1325.02 to the Northwest corner of the Southwest Quarter of the Northeast Quarter of said Section;  
thence along the North line of the Southwest Quarter of the Northeast Quarter of said Section to the East line of said "U" Street, South 89° 59' 23" East, 80.00 feet, said point is the true point of beginning of this tract of land and is monumented by a one-half inch by thirty inch iron rod with yellow plastic cap marked "FERRIER LS 20682";  
thence continuing along said North line, South 89° 59' 23" East, 871.20 feet to a one-half inch by thirty inch iron rod with yellow plastic cap marked "FERRIER LS 20682";  
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thence along said East line North 00° 11' 15" East, 250.00 feet back to the true point of beginning, all situated in Pacific County, Washington.

PARCEL 2:

The Northwest Quarter of the Southwest Quarter of Section 3, Township 11 North, Range 11 West of W.M., Pacific County, Washington;  
EXCEPT those portions thereof conveyed to Pacific County for Roads in Volume 65 at page 188, Volume 106 at page 82 and in Volume 248 at page 112.

When Recorded Return to:  
Wiegardt Group, LLC  
P.O. Box 305  
Ocean Park, WA 98640



Document Title: Quit Claim Deed  
Grantor: Wiegardt, Paul R.  
Grantee: Wiegardt Group, LLC  
Legal Description: SW NE LESS ST. 33-12-11, NW SW IN 3-11-11  
Assessor's Property Tax Parcel Number: 12113313001;  
12113313002; 11110332001; 11110332002

QUIT CLAIM DEED

THE GRANTOR, PAUL R. WIEGARDT, as his separate estate,  
for and in consideration of a capital contribution to a  
limited liability company, hereby conveys and quit claims  
to WIEGARDT GROUP, LLC, a Washington limited liability  
company, the following described real estate, situated in  
the County of Pacific, State of Washington, together with  
all after acquired title of the grantor therein, to-wit:

An undivided 2/24 interest in and to the following  
described real property, to-wit:

See legal description on Schedule "A" attached  
hereto.

DATED this 28 day of ~~March~~ <sup>April</sup>, 2008.

*Paul Wiegardt*

STATE OF OREGON )  
                          ) : SS  
County of Multnomah )

I certify that I know or have satisfactory evidence  
that PAUL R. WIEGARDT signed this instrument and acknowl-  
edged it to be his free and voluntary act for the uses and  
purposes mentioned in the instrument.

DATED this 28 day of ~~March~~ <sup>April</sup>, 2008.



*Cheri E. Folsom*  
Print name Cheri E. Folsom

Notary Public in and for the State of  
Oregon, residing at Portland  
My appointment expires 10/17/09

SCHEDULE "A"

PARCEL 1:

The Southwest Quarter of the Northeast Quarter of Section 33, Township 12 North, Range 11 West of W.M., Pacific County, Washington;  
LESS AND EXCEPT the following:

Beginning at the North Quarter corner of the above-described Section 33;  
thence along the North-South centerline of said Section, said line being coincident with the West line of "U" Street (formerly known as Broadway Avenue), South 00° 11' 15" West, 1325.02 to the Northwest corner of the Southwest Quarter of the Northeast Quarter of said Section;  
thence along the North line of the Southwest Quarter of the Northeast Quarter of said Section to the East line of said "U" Street, South 89° 59' 23" East, 80.00 feet, said point is the true point of beginning of this tract of land and is monumented by a one-half inch by thirty inch iron rod with yellow plastic cap marked "FERRIER LS 20682";  
thence continuing along said North line, South 89° 59' 23" East, 871.20 feet to a one-half inch by thirty inch iron rod with yellow plastic cap marked "FERRIER LS 20682";  
thence South 00° 11' 15" West, 250.00 feet to a one-half inch by thirty inch iron rod with yellow plastic cap marked "FERRIER LS 20682";  
thence North 89° 59' 23" West, 871.20 feet to a one-half inch by thirty inch iron rod with yellow plastic cap marked "FERRIER LS 20682" on the East line of "U" Street;  
thence along said East line North 00° 11' 15" East, 250.00 feet back to the true point of beginning, all situated in Pacific County, Washington.

PARCEL 2:

The Northwest Quarter of the Southwest Quarter of Section 3, Township 11 North, Range 11 West of W.M., Pacific County, Washington;  
EXCEPT those portions thereof conveyed to Pacific County for Roads in Volume 65 at page 188, Volume 106 at page 82 and in Volume 248 at page 112.







SCHEDULE "A"

PARCEL 1:

The Southwest Quarter of the Northeast Quarter of Section 33, Township 12 North, Range 11 West of W.M., Pacific County, Washington;  
LESS AND EXCEPT the following:  
Beginning at the North Quarter corner of the above-described Section 33;  
thence along the North-South centerline of said Section, said line being coincident with the West line of "U" Street (formerly known as Broadway Avenue), South 00° 11' 15" West, 1325.02 to the Northwest corner of the Southwest Quarter of the Northeast Quarter of said Section;  
thence along the North line of the Southwest Quarter of the Northeast Quarter of said Section to the East line of said "U" Street, South 89° 59' 23" East, 80.00 feet, said point is the true point of beginning of this tract of land and is monumented by a one-half inch by thirty inch iron rod with yellow plastic cap marked "FERRIER LS 20682";  
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thence along said East line North 00° 11' 15" East, 250.00 feet back to the true point of beginning, all situated in Pacific County, Washington.

PARCEL 2:

The Northwest Quarter of the Southwest Quarter of Section 3, Township 11 North, Range 11 West of W.M., Pacific County, Washington;  
EXCEPT those portions thereof conveyed to Pacific County for Roads in Volume 65 at page 188, Volume 106 at page 82 and in Volume 248 at page 112.



WIEGARDY GROUP LLC

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48.00

3115675

Page: 2 of 2  
10/17/2008 10:03A  
Pacific Co. WA

When Recorded Return to:  
Wiegardt Group, LLC  
P.O. Box 305  
Ocean Park, WA 98640

10-17-08 *AL*  
This transaction is not Taxable under  
Chapter 11 of the Extraordinary  
Session Laws of 1951.  
See Affidavit No. 078316  
PACIFIC COUNTY TREASURER

Document Title: Quit Claim Deed  
Grantor: Morgan, Nellie  
Grantee: Wiegardt Group, LLC  
Legal Description: SW NE LESS ST. 33-12-11; NW SW IN 3-11-11  
Assessor's Property Tax Parcel Number: 12113313001;  
12113313002; 11110332001; 11110332002

QUIT CLAIM DEED

THE GRANTOR, NELLIE MORGAN, as her separate estate, for  
and in consideration of a capital contribution to a limited  
liability company, hereby conveys and quit claims to  
WIEGARDT GROUP, LLC, a Washington limited liability com-  
pany, the following described real estate, situated in the  
County of Pacific, State of Washington, together with all  
after acquired title of the grantor therein, to-wit:

An undivided 3/24 interest in and to the following  
described real property, to-wit:

See legal description on Schedule "A" attached  
hereto.

DATED this 3rd day of April, 2008.

Nellie Morgan

STATE OF TEXAS )  
County of Brewer ) ss

I certify that I know or have satisfactory evidence  
that NELLIE MORGAN signed this instrument and acknowledged  
it to be her free and voluntary act for the uses and pur-  
poses mentioned in the instrument.

DATED this 3rd day of April, 2008.

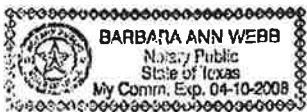
Barbara Ann Webb

Print name Barbara Ann Webb

Notary Public in and for the State of

Texas, residing at 6057 Baywater

My appointment expires 4-10-08



3115676  
Page: 1 of 2  
10/17/2008 10:03A  
48.00 Pacific Co, WA

SCHEDULE "A"

PARCEL 1:

The Southwest Quarter of the Northeast Quarter of Section 33, Township 12 North, Range 11 West of W.M., Pacific County, Washington;  
LESS AND EXCEPT the following:  
Beginning at the North Quarter corner of the above-described Section 33;  
thence along the North-South centerline of said Section, said line being coincident with the West line of "U" Street (formerly known as Broadway Avenue), South 00° 11' 15" West, 1325.02 to the Northwest corner of the Southwest Quarter of the Northeast Quarter of said Section;  
thence along the North line of the Southwest Quarter of the Northeast Quarter of said Section to the East line of said "U" Street, South 89° 59' 23" East, 80.00 feet, said point is the true point of beginning of this tract of land and is monumented by a one-half inch by thirty inch iron rod with yellow plastic cap marked "FERRIER LS 20682";  
thence continuing along said North line, South 89° 59' 23" East, 871.20 feet to a one-half inch by thirty inch iron rod with yellow plastic cap marked "FERRIER LS 20682";  
thence South 00° 11' 15" West, 250.00 feet to a one-half inch by thirty inch iron rod with yellow plastic cap marked "FERRIER LS 20682";  
thence North 89° 59' 23" West, 871.20 feet to a one-half inch by thirty inch iron rod with yellow plastic cap marked "FERRIER LS 20682" on the East line of "U" Street;  
thence along said East line North 00° 11' 15" East, 250.00 feet back to the true point of beginning, all situated in Pacific County, Washington.

PARCEL 2:

The Northwest Quarter of the Southwest Quarter of Section 3, Township 11 North, Range 11 West of W.M., Pacific County, Washington;  
EXCEPT those portions thereof conveyed to Pacific County for Roads in Volume 65 at page 188, Volume 106 at page 82 and in Volume 248 at page 112.



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Page: 2 of 2  
16/17/2008 10:03A  
Pacific Co. WA

NIEGARDY GROUP LLC

D

43.00



SCHEDULE "A"

PARCEL 1:

The Southwest Quarter of the Northeast Quarter of Section 33, Township 12 North, Range 11 West of W.M., Pacific County, Washington;  
LESS AND EXCEPT the following:  
Beginning at the North Quarter corner of the above-described Section 33;  
thence along the North-South centerline of said Section, said line being coincident with the West line of "U" Street (formerly known as Broadway Avenue), South 00° 11' 15" West, 1325.02 to the Northwest corner of the Southwest Quarter of the Northeast Quarter of said Section;  
thence along the North line of the Southwest Quarter of the Northeast Quarter of said Section to the East line of said "U" Street, South 89° 59' 23" East, 80.00 feet, said point is the true point of beginning of this tract of land and is monumented by a one-half inch by thirty inch iron rod with yellow plastic cap marked "FERRIER LS 20682";  
thence continuing along said North line, South 89° 59' 23" East, 871.20 feet to a one-half inch by thirty inch iron rod with yellow plastic cap marked "FERRIER LS 20682";  
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thence along said East line North 00° 11' 15" East, 250.00 feet back to the true point of beginning, all situated in Pacific County, Washington.

PARCEL 2:

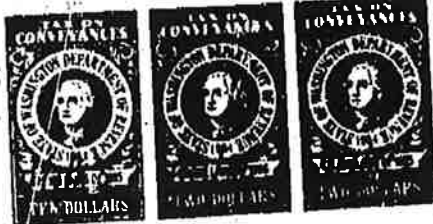
The Northwest Quarter of the Southwest Quarter of Section 3, Township 11 North, Range 11 West of W.M., Pacific County, Washington;  
EXCEPT those portions thereof conveyed to Pacific County for Roads in Volume 65 at page 188, Volume 106 at page 82 and in Volume 248 at page 112.



9.50  
2  
14.00

**Transamerica**  
Title Services

Transamerica  
Title Insurance Company



THIS SPACE PROVIDED FOR RECORDER'S USE:

FILED  
AT THE REQUEST OF:  
PACIFIC COUNTY TITLE COMPANY

85 APR 1 P 4: 55

ROBERT M. JOHNSON  
AUDITOR & RECORDER  
COUNTY OF PACIFIC

FILED FOR RECORD AT REQUEST OF

WHEN RECORDED RETURN TO

Name.....  
Address..... **Sunday's Escrow Company**  
P.O. Box 639  
City, State, Zip..... **Ocean Park, WA 98640**

**67969 Statutory Warranty Deed**

THE GRANTOR **CLARA BOLDEN**, as her separate property.

for and in consideration of **TEN AND NO/100 DOLLARS(\$10.00)**.

in hand paid, conveys and warrants to **FRANK E. PRESTON and ERNA M. PRESTON**, husband & wife and **BUCKLEY C. PRESTON**, a single man, the following described real estate, situated in the County of **Pacific**, State of Washington:

Tract 1 of Hickman's Tracts in Section 33, Township 12 North, Range 11 West of W.M., Pacific County, Washington, being at this date an approved but unrecorded short plat, said tract being more particularly described as follows:

Beginning at the Northwest corner of Tract 7 of Rushton on the Bay, per recorded plat thereof, at the intersection with the Easterly line of the County Road, thence South 3° 46' 12" West 30 feet along said Easterly line of County Road, to the true point of beginning, thence South 86° 27' 56" East 129 feet, thence South 3° 46' 12" West 105 feet, thence North 86° 28' 13" West 32 feet, thence South 3° 46' 12" West 196.12 feet, thence North 86° 28' 13" West 97 feet, thence North 3° 46' 12" East 301.13 feet to the true point of beginning.

**SUBJECT TO:** An easement over the South 30 feet of the herein described tract for access and utilities as exposed by Short Plat approval.

Dated March 28, 19 85

*Clara Bolden*  
CLARA BOLDEN

This is to certify that the tax in the sum of \$ 171.60 has been paid on within instrument 25989 4-1-85

STATE OF WASHINGTON }  
COUNTY OF Pacific } ss.

On this day personally appeared before me Clara Bolden to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 28th day of March, 19 85

*Stanley E. Sonntag*  
Notary Public in and for the State of Washington, residing at Ocean Park

STATE OF WASHINGTON }  
COUNTY OF \_\_\_\_\_ } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appears \_\_\_\_\_

and \_\_\_\_\_ to me known to be the \_\_\_\_\_ President and \_\_\_\_\_ Secretary, respectively, of \_\_\_\_\_

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 \_\_\_\_\_ 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 first above written.

Notary Public in and for the State of Washington, residing at \_\_\_\_\_

9-21-09 cr

This transaction is not taxable under Chapter 11 of the Extraordinary Session Laws of 1951 079627 See Affidavit No. PACIFIC COUNTY TREASURER

Return Address:

Buckley Preston P.O. Box #94 Ocean Park, Wa. 98640

QUIT CLAIM DEED (Statutory Form)

Indexing information required by the Washington State Auditor's/Recorder's Office. (RCW 36.18 and RCW 65.04) 1/97: (please print last name first) Reference # (If applicable): Grantor(s) (Seller): (1) Preston, Buckley Charles (2) Add'l. on pg Grantee(s) (Purchaser): (1) Preston, Buckley Charles (2) Preston, Paula Jean Add'l. on pg Legal Description (abbreviated): Rushon 07 01 Add'l. legal is on pg Assessor's Property Tax Parcel /Account # 76019007001

THE GRANTOR( ) Buckley Charles Preston of County of Pacific State of Washington City of Ocean Park for and in consideration of Buckley Charles Preston and Paula Jean Preston convey and quit-claim to of Ocean Park County of Pacific State of Washington all interest in the following described Real Estate: Parcel # 76019007001

situated in the County of Pacific State of Washington Dated this 9/21/09 day of

Grantor(s) Buckley Charles Preston

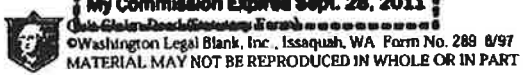
STATE OF WASHINGTON } County of Pacific } SS. (INDIVIDUAL ACKNOWLEDGEMENT)

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

Dated this 21 day of September, 2009.

JENNIFER L. MORRISON NOTARY PUBLIC STATE OF WASHINGTON My Commission Expires Sept. 28, 2011

Jennifer L. Morrison Notary Name Jennifer L. Morrison Notary Public in and for the State of Washington My appointment expires: Sept. 28, 2011





After recording return to:

GUY M. GLENN  
Attorney at Law  
12305 Sandridge Rd.  
Long Beach, WA 98631

2-7-11 *AK*  
This transaction is not Taxable under  
Chapter 11 of the Extraordinary  
Session Laws of 1951.  
See Affidavit No. **081475**  
PACIFIC COUNTY TREASURER

**GIFT  
STATUTORY WARRANTY DEED**

Reference No. (If applicable) \_\_\_\_\_  
Grantor(s): BARBARA J. EMOND, a single woman  
Grantee(s): BARBARA J. EMOND and RAYMOND C. EMOND, Joint Tenants with  
Right of Survivorship  
Legal Description (abbreviated): RUSHTON 08 LS SELY 200' OF TR 8; PLUS VAC  
RD; RUSHTON 08 SE200'  
Assessor's Tax Parcel ID No.: 76019008000; 76019308000

THE GRANTOR, **BARBARA J. EMOND**, a single woman, for and in consideration of love  
and affection, in hand paid, conveys and warrants to **BARBARA J. EMOND and  
RAYMOND C. EMOND**, Joint Tenants with Right of Survivorship, in the following  
described real estate, situated in the County of Pacific, State of Washington:

Tract 8, RUSHTON ON THE BAY, according to the plat recorded in Volume D-3 of Plats,  
page 182, in Pacific County, Washington.

\*\* Note: The Grantees by signing the acceptance below, evidence their intention to acquire said  
premises as joint tenants with the right of survivorship, and not as community property  
or as tenants in common.

Accepted and approved:

*Barbara J. Emond*  
BARBARA J. EMOND

*Raymond C. Emond*  
RAYMOND C. EMOND

DATED: *Feb 2*, 2011.

*Barbara J. Emond*  
BARBARA J. EMOND

STATE OF WASHINGTON )  
County of Pacific ) ss:

On this day personally appeared before me **BARBARA J. EMOND**, to me known to be the  
individual described in and who executed the within and foregoing instrument, and acknowledged  
the said execution thereof to be the free and voluntary act and deed of said **BARBARA J.  
EMOND**, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal on *February 2*, 2011.



*Guy Glenn*  
Notary Public in and for the  
State of Washington,  
residing at *Long Beach*.  
My Commission Expires: *2-25-11*.



AFTER RECORDING MAIL TO:  
Mark B. Hansen, P.S.  
Attorney at Law  
32785 S. R. 20, Suite #3  
Oak Harbor, WA 98277

**BARGAIN AND SALE DED**

The Grantor, CYNTHIA ANN HILL, former wife of ROBERT A. HILL, pursuant to the Decree of Dissolution of Marriage entered in Pacific County Superior Court, under Cause No. 96-3-00122-3, bargains, sells and conveys to ROBERT A. HILL, JR., former husband of CYNTHIA A. HILL, Grantee, all right, title and interest, if any, which Grantor has in and to that certain real property situate in Pacific County, Washington, including any interest therein which Grantor may hereafter acquire, in the following-described real property:

Tract 9 and 10, Rushton on the Bay, according to the plat recorded in Volume D-3 of Plats, pages 182 and 183, Pacific County, Washington, EXCEPT the east 200 feet thereof.

Tax 111, Section 33, Township 12 North, Range 11 West of W.M. That portion of the northwest quarter of the northwest quarter of Section 33, Township 12 North, Range 11 West of W.M., described as follows, to-wit:

Beginning at a point on the east line of said subdivision at a point 26 feet north of the southeast corner thereof said point also being on the west line of said Tract 8 of Rushton on the Bay and 26 feet north of the southwest corner thereof, thence north along the east line of said northwest quarter of the northeast quarter 594 feet more or less to a point 700 feet south of the north line of said subdivision, thence east 500 feet, thence south 594 feet more or less to a point west of the point of beginning, thence east 500 feet to the point of beginning.

ASSESSOR'S TAX PARCEL ACCOUNT NO. RUSHTON 09

3  
Id 928 06/27/97 10:23A PG 1 OF 2 MRK B HANSEN PS  
lor, Auditor Pacific County Auditor's Office D - \$9.00

DATED this 12<sup>th</sup> day of June, 1997.

GRANTOR:

Cynthia Ann Hill  
CYNTHIA ANN HILL  
Residing at: Klickitat County  
Goldendale, OR 98620

STATE OF WASHINGTON )  
                          Pacific : ss.  
County of Klickitat )

I certify that CYNTHIA ANN HILL personally appeared before me and that I know or have satisfactory evidence that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 12<sup>th</sup> day of June, 1997.

Susan C. Madsen  
SUSAN C. MADSEN  
COMMISSIONER  
NOTARY PUBLIC  
PUBLIC NOTARY PUBLIC for Washington State  
Residing at Ocean Park  
Appointment expires: 1/12/99  
WASHINGTON

6-27-97 pm

This transaction is not Taxable under Chapter 11 of the Extraordinary Session Laws of 1951. See Affidavit No. 53267  
ROBERT MONOHON, Pacific County Treas.

QUIT CLAIM DEED - Page: 2  
(c:\doc\evanson\quitclaim.)

PACIFIC COUNTY

Vol 121  
Pg 1

DEED

KNOW ALL MEN BY THESE PRESENTS: That Waldemar Seton, and Dotty M. Seton, his wife, for and in consideration of the sum of \$10.00 to them in hand paid by the Juanita Investment Company, a corporation, do hereby grant, bargain, sell and convey unto the said Juanita Investment Company, a corporation and its assigns all of the following real property, with the tenements, hereditaments and appurtenances thereunto belonging, or otherwise appertaining, situated in the County of Pacific, State of Washington, and more particularly described as follows, wo-wit:

All of Tracts or Lots numbered 34, 36, 56, 58, 12, 13, 14, 15, 16, 17, 18, 19, 20, 41, 43, 45 and 47; those portions of Tracts or Lots numbered 37, 44, 50 and 51 lying east of the highway or road running through said Lots or Tracts; those portions of Tracts or Lots numbered 35, 37, 39, 40, 42, 44 and 46 lying west of the road or highway running through said lots or Tracts; all of Tract or Lot B and the South 5 acres of Tract of Lot A, in RUSHTON ON THE BAY as said Tracts or Lots appear upon the duly recorded map or plat of Rushton on the Bay on file in Pacific County, Washington, together with all grasslands lying between the high and low water mark in front of any of said Tracts or Lots which front on Willapa Bay.

The grantors further reserve to themselves a right of way or easement for that certain slough, ditch or draw running over and upon said Rushton on the Bay and draining the same, the grantors herein reserving for themselves, their successors and assigns, the right to maintain and use said ditch, slough or draw, running over and upon said land, for drainage purposes, jointly with the grantee herein, and the right to go upon said land for the purpose of maintaining, cleaning out, opening and otherwise keeping said draw, ditch or slough in a fit shape for drainage, and to use sufficient space along the edges of said draw, ditch or slough, for the purpose of depositing dirt removed from said draw, slough or ditch that may be necessary for the maintenance of the same.

TO HAVE AND TO HOLD the above described granted premises unto the grantee and its assigns forever.

IN WITNESS WHEREOF, the grantors herein have hereunto set their hands and seals at Portland, Oregon, this 20 day of December, 1938.

Waldemar Seton  
Dottie M. Seton

STATE OF OREGON }  
County of Multnomah } ss.

BE IT REMEMBERED, that on this 20 day of December, 1938, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the above named Waldemar Seton and Dotty M Seton, his wife, who are known to me to be the identical individuals described in and who executed the foregoing instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial Seal the day and year last above written.

(NOTARIAL SEAL)

Waldemar Seton Jr.  
Notary Public for Oregon  
My Commission expires: Nov. 14, 1942.

Recorded Jan. 8, 1940 at 1:35 P.M. Fee # 17803

ROSS NEILSON, RECORDER

Request of W. A. Rushlight

By: *[Signature]* Deputy.

RECEIVED

66 NOV 18 PM 2:33

VERNA JACOBSON  
PACIFIC COUNTY AUDITOR

REAL ESTATE CONTRACT

THIS AGREEMENT made and entered into this 18<sup>th</sup> day of November, 1966, by and between JAMES LEGGETT and JUANITA R. LEGGETT, husband and wife, hereinafter called the "Seller", and SEATTLE PACIFIC SEABOARD CO., INCORPORATED, hereinafter called the "Purchaser",

W I T N E S S E T H:

The seller agrees to sell to the purchaser and the purchaser agrees to purchase of the seller the following described real estate with the appurtenances, situated in the County of Pacific, State of Washington, to-wit:

All of Tracts 8 to 20, both inclusive, of Rushton on the Bay, according to the official plat thereof in the office of the Auditor of Pacific County, Washington, EXCEPTING from said Tract 8 the south 26 feet thereof lying westerly of the County Road as established in Commissioners Journal Volume 6 at page 245 and ALSO EXCEPTING from said Tract 10 that portion thereof described as follows: Beginning at the northeast corner of said Tract 10, thence south along the east line thereof 8 rods, thence west parallel with the north line thereof 10 rods, thence north parallel with said east line 8 rods to the north line of said Tract 10, thence east along said north line to the point of beginning, Also,

ALL of Tract B and the south five acres of Tract A in said plat of Rushton on the Bay, together with that portion of vacated Alder Lane that would accrue to said Tract B, ALSO,

ALL of Tracts 43, 45 and 47 and those portions of Tracts 35, 37, 39, 40, 41, 42, 44 and 46 lying west of the Peninsula Highway in said plat of Rushton on the Bay together with such portions of vacated Willard Lane, Maiden Lane and Alder Lane as would accrue to said premises by operation of law as the same were vacated in Commissioners Journal Volume 11 at page 606, ALSO,

That portion of the northwest quarter of the northeast quarter of Section 33, Township 12 North, Range 11 West of W.M., described as follows, to-wit: Beginning at a point on the east line of said subdivision at a point 26 feet north of the southeast corner thereof

204 179

said point also being on the west line of said Tract 8 of Rushton on the Bay and 26 feet north of the southwest corner thereof, thence north along the east line of said northwest quarter of the northeast quarter 594 feet more or less to a point 700 feet south of the north line of said subdivision, thence west 500 feet, thence south 594 feet more or less to a point west of the point of beginning, thence east 500 feet to the point of beginning.

The terms and conditions of this contract are as follows:

The purchase price is \$90,000.00 of which \$26,100.00 is to be paid on the signing of this agreement, receipt of which is hereby acknowledged, and the balance of the purchase price in the amount of \$63,900.00 shall be paid as follows:

The balance of the purchase price shall bear interest at the rate of 6 per cent per annum on the declining balance from the date of execution of this agreement, and the purchaser shall make payment to the seller on November 1, 1967 in the sum of \$21,300.00 plus accrued interest; the purchaser shall pay to the seller on November 1, 1968 the sum of \$21,300.00 plus interest accrued on the declining balance, and on the 1st day of November, 1969 the purchaser shall pay to the seller the sum of \$21,300.00 plus accrued interest on the declining balance, all of said payments to be made regardless of loss, destruction or damage to any of the improvements on said property.

The purchaser hereby agrees to seasonably pay all taxes and assessments which may be hereafter imposed on said premises and to keep the improvements thereon insured against

loss by fire in a reliable insurance company in the sum of \$50,000.00 with loss payable to the seller and purchaser as their interest appear, all policies to remain with the seller.

Purchaser agrees to obtain liability insurance to protect the parties hereto against claims of liability arising from loss, injury or other liability which might arise by reason of the occupation of said premises by purchaser, a copy of which policy shall be provided to seller.

It is agreed by the parties hereto that seller will execute all documents necessary to transfer water rights to purchaser with regard to waters originating upon the premises conveyed hereby. It is understood and agreed by the parties hereto that seller shall cut that certain pipeline originating to the east of Tract 8 above described, and cap the same and that purchaser shall have no rights with regard to waters originating from wells on properties not agreed to be conveyed hereby.

The seller reserves fifty per cent of the oil and mineral rights to the property herein conveyed and reserve the right of ingress and egress for the development of the same.

IT IS AGREED by the parties hereto that the slough upon said properties hereby agreed to be conveyed shall remain open for drainage purposes, and purchaser agrees not to fill, dike or close the same unless suitable and proper pipeline drainage facilities are substituted for said sloughs.

It is agreed by the seller that in the event that the purchaser shall determine to sub-divide, plat, zone, re-zone or vacate roads within the property hereby agreed to be conveyed, that the sellers will execute such documents as may be necessary in order that the purchaser may accomplish such purpose. Provided, seller, does not agree to consent to the vacation of roads to other property owned by seller.

It is agreed by the parties hereto that the purchaser herein has the right of assignment, including the right to sell, assign or convey the property which is the subject matter of this agreement. Provided, however, purchaser must give written notice to seller of such sale, assignment, or conveyance and such sale, assignment or transfer shall not release the purchaser of the obligation of this agreement. In the event of sale by purchaser or assigns of properties herein agreed to be conveyed, it is agreed by the parties hereto that funds representing the proceeds of such sales shall, in mutually acceptable form, to the amount of the balance of the sales price, plus interest to be paid hereunder, be placed in an escrow account to secure the payment of the sales price herein. Such account shall be in the names of the seller and the buyer at the National Bank of Commerce, Ilwaco Branch hereinafter called the "Bank", and no funds may be released from said account without the written direction of the parties hereto, Provided that on the dates



of payments required herein, the Bank shall be authorized, if sufficient funds be in said account, to transfer the amount of the annual installment payment plus interest to the account of the seller, and, in effectuation of such purpose, shall be authorized to convert non-cash funds as necessary, unless cash funds to cover the annual installment payment are substituted prior to the specified date for such payment. Any increase of such funds by reason of interest or profit shall be the property of the buyer, but shall be subject to the provisions for payment above set forth. The purpose of this provision is to guarantee payment to the seller herein of the purchase price together with interest as hereinbefore provided.

The parties agree to execute, supplemental hereto, joint escrow instructions to the Bank which, when accepted thereby, are by this reference incorporated herein. Provided that the Bank shall not by virtue thereof become a party to this agreement for any purpose nor be obligated by any provision herein.

It is agreed that seller will make interim conveyances in event of sale or sub-division by purchaser, or assigns, but seller shall not be required to execute any instrument which shall convey less than ten per cent of the property agreed to be conveyed by this agreement and the proceeds from sale of such property by purchaser shall be deposited as provided in the immediately preceding paragraph.

In the event of assignment, conveyance or transfer of the rights herein by the purchaser herein, it is agreed by the parties hereto that seller shall not in any event be required to pay excise tax with respect to the sale of the property herein described except the Nine Hundred (\$900.00) Dollars to be paid upon recording of this agreement.

The purchaser shall be entitled to possession upon the execution of this agreement and the payment of the down payment herein provided.

In the event that the purchaser fails to make any payment hereinbefore provided by the purchaser to be made, or provide any of the insurance herein agreed upon, the seller may make such payment and any amount so paid by the seller, together with interest thereon from date of payment until repaid at the rate of 8 per cent per annum, shall be repayable by the purchaser on demand, all without prejudice to any other rights the seller might have by reason of such default.

The purchaser agrees that full inspection of said described premises has been made and that neither the seller nor assigns shall be held to any covenant respecting the condition of any improvements on said premises nor to any agreement for alterations, repairs, or improvements, unless the covenant or agreement relied upon be in writing and attached to and made a part of this contract.

The seller has procured or agrees, within ten days from the date hereof, to procure from a responsible title

insurance company a purchaser's policy of title insurance, insuring the purchaser to the full amount of the purchase price against loss or damage by reason of defect in the title of the seller to the described premises or by reason of prior liens not assumed by the purchaser under this agreement.

The seller agrees, on full payment of said purchase price in the manner hereinbefore specified, that there shall be delivered to purchaser a good and sufficient warranty deed of said described premises. Such deed shall be placed in the hands of the Ilwaco Branch, National Bank of Commerce, for delivery to purchaser upon payment of the purchase price upon the terms specified. There shall also be delivered to said bank, State and Federal Tax Stamps to be affixed to said deed upon completion of the specified payments.

Time is of the essence of this agreement. If the purchaser shall fail to comply with or perform any covenant or agreement hereof promptly at the time and in the manner required, the seller may elect to declare all of the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the premises shall be forfeited to the seller as liquidated damages, and the seller shall have the right to re-enter and take possession of the property. Service of all demands and notices with respect to such declaration of forfeiture and cancellation may be made by registered mail at 61 Marion Street, Seattle, Washington, or such other address as the purchaser shall indicate to the seller in

writing. If the seller within six months after such forfeiture shall commence an action to procure an adjudication of the termination of the purchaser's rights under this contract, the purchaser agrees to pay the expense of searching the title for the purpose of such action, together with all costs and a reasonable attorney fee.

Or the seller may elect to bring an action, or actions on the intermediate overdue installment, or on any payment or payments made by the seller and repayable by the purchaser, it being stipulated that the covenant to pay intermediate installments or to repay items repayable by the purchaser, are independent of the covenant to make a deed and that every action is an action arising on contract for the recovery of money only, or if the promise to pay had been expressed in a different instrument, and that no such action shall constitute an election not to proceed otherwise as to any subsequent default, and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

IN WITNESS WHEREOF the parties have signed this instrument in duplicate the day and year first above written.

James Leggett  
Juanita R. Leggett  
Seller

SEATTLE PACIFIC SEABOARD CO., INCORPORATED

This is to certify that transaction Tax in the sum of \$ 400.00 has been paid on within instrument. See Recd. No. 6969.  
Ross Neilson, Pacific County Treasurer

Jerry Martin  
President

Rose Martin  
Secretary  
Purchaser.

STATE OF WASHINGTON )  
: ss.  
County of Pacific )

I, HERBERT E. WIELAND, Notary Public in and for the State of Washington, residing at Raymond do hereby certify that on this 18<sup>th</sup> day of November, 1966, personally appeared before me JAMES LEGGETT and JUANITA R. LEGGER, his wife, to me known to be the individuals described in and who executed the within instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes herein mentioned.

Given under my hand and official seal this 18<sup>th</sup> day of November, 1966.



Herbert E. Wieland  
Notary Public in and for the State of Washington, residing at Raymond.

STATE OF WASHINGTON )  
: ss.  
County of Pacific )

On this 18<sup>th</sup> day of November, 1966 before me personally appeared JERRY MARTIN and ROSE MARTIN to me known to be the President and Secretary of the corporation that executed the within and 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 they were authorized to execute said instrument and that the seal affixed thereto is the corporate seal of said corporation.

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



Herbert E. Wieland  
Notary Public in and for the State of Washington residing at Raymond.

MR 204 PAGE 187



RECEIVED  
39 JUN 30 AM 11:31  
VERNA COBSON  
PACIFIC COUNTY AUDITOR

33-10-11

60623

WARRANTY DEED

The Grantors, JAMES LEGGETT and JUANITA R. LEGGETT, husband and wife, residing at Ocean Park, Washington, for and in consideration of Ten and No/100 Dollars (\$10.00) and other valuable considerations in hand paid, convey and warrant to OCEAN BAY WATER COMPANY, INC., a Washington corporation, the grantee, the following described real estate:

A circular parcel of land with a radius of 100 feet the center point located as follows:

Beginning at the Northwest corner of the Northeast 1/4 of Section 33, Township 12 North, Range 11, W.M.; Thence S 89° 59' 03" E along the North line of said Northeast 1/4 a distance of 664.14 feet;  
Thence S 0° 12' 35" W a distance of 812.35 feet to the center of said circular parcel.

ALSO the existing underground cast iron water pipeline extending from Well No. 2 easterly across the west 200 feet of the Northwest quarter of the Northeast quarter of Section 33 Township 12 North, Range 11 west of W.M..

ALSO the existing underground cast iron water pipeline extending from Well No. 2 westerly across the Beggs property with the reservation that said line or replacement thereof shall be furnished for a period of not less than five (5) years from date.

ALSO the permanent easement for ingress and egress, consisting of a 26-foot strip extending from the north-south County Road on Rushton-on-the-Bay to the Beggs Property, described as the south 26 feet of Tract 8 of Rushton-on-the-Bay lying westerly of the County Road, and the south 26 feet of the east 700 feet more or less of the northwest quarter of the northeast quarter of Section 33 Township 12 North, Range 11 West of W.M. to a point 10 feet beyond point due South of Well No. 2 on the Beggs Property. Together with a permanent easement for ingress and egress directly North from that certain point due South of Well No. 2, thence Northerly to Well No. 2, said easement being 10 feet on either side of such line.

ALSO the permanent easement for underground water pipeline consisting of a 10 foot strip across and through the west 200 feet of the Northwest quarter of the Northeast quarter of Section 33 Township 12 North, Range 11 west of W.M., centerline of which is the existing water pipeline running easterly from Well No. 2 across said described 200 foot portion.

ALSO the permanent easement for underground water pipeline consisting of a 10 foot strip extending from east to west through and across the Beggs Property, the centerline of which is the existing water pipeline running westerly from Well No. 2 across said property.

This is to certify that transaction in the sum of \$10.00 has been paid on with [unclear] on [unclear] Date 6/30/69  
See Regt. No. [unclear]  
Verna Cobson, Pacific County Auditor

3.00

18734

33-12-11  
~~33-11-11~~

18734

RELINQUISHMENT OF EASEMENTS

KNOW ALL MEN BY THESE PRESENTS that the undersigned OCEAN BAY WATER COMPANY INC., a Washington Corporation, for a good and valuable consideration does hereby release certain easements or parts thereof heretofore created in a deed recorded under Pacific County Auditor's receiving Number 60663, which easements the grantor Ocean Bay Water Company Inc. conveys and quit claims unto Juanita R. Leggett, a widow, to wit:

An easement for ingress and egress over, upon and across the South 26 feet of the East 700 feet more or less of the Northwest Quarter of Section 33, Township 12 North, Range 11 West W.M., EXCEPT THE EAST 500 FEET THEREOF to a point 10 feet beyond a point due South of well No. 2 on the Beggs property, together with an easement 20 feet in width, the center line of which is a line which begins at well No. 2 on the Beggs property and extends to a point due south of such well which point is 26 feet north of the South line of the Northwest Quarter of Section 33, Township 12 North, Range 11 West, W.M. in Pacific County, Washington.

Dates at Ocean Park Washington this \_\_\_ day of July 1978.



Ocean Bay Water Company Inc. by  
Jerry Mack, Jr.  
Its Chairman of the Board  
Eugene Costlow  
Its secretary

State of Washington }  
County of Pacific } ss

This is to certify that on this 4th day of July 1978 personally appeared before me, the undersigned Notary Public, Jerry Mack, Jr. and Eugene Costlow to me known to be the Chairman of

the Board and the Secretary of Ocean Bay Water Company, Inc. and each acknowledged to me that he executed the within and foregoing instrument as his free and voluntary act and deed as such officer of such corporation and as the act of the corporation, and that he is authorized to so act on behalf of such corporation.

Marty Lubeck  
Notary Public in and for the State of Washington residing at Ocean Park.

ROBERT M. JOHNSON  
PACIFIC COUNTY CLERK

FILED REQUEST OF  
AUG 3 AM 9 47

*Handwritten notes:* Jerry Mack, Jr. and Eugene Costlow



51419

DECLARATION OF RESTRICTIVE COVENANTS

Declarant owns and operates a well and waterworks supplying water for public use on the following described real property, to-wit:

THE PLATS OF RUSHLIGHT FARM ESTATES, RUSHLIGHT MANOR ESTATES AND SOUTH ADDITION TO OCEAN PARK, according to the plats thereof recorded in Pacific County, Washington.

Declarant is required to keep the water supplied from said well free from impurities which might be injurious to the public health.

It is the purpose of this covenant to prevent certain practices hereinafter enumerated in the use of said declarant's land which might contaminate said water supply.

NOW, THEREFORE, the declarant agrees and covenants that said declarant, its heirs, successors and assigns will not construct, maintain or suffer to be constructed or maintained upon the lands of the declarant, as described on the attached Exhibit A, within 200 feet of the well situated on each site described on said Exhibit A, so long as the same is operated to furnish water for public consumption, any of the following: cesspools, sewers, privies, septic tanks, drainfields, manure piles, garbage of any kind or description, barns, chicken houses, rabbit hutches, pigpens, or other enclosures or structures for the keeping or maintenance of fowls or animals, or storage of liquid or dry chemicals, herbicides, or insecticides.

This covenant shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the land described herein or any part thereof, and shall inure to the benefit of each owner thereof.

Dated this 17TH day of January, 1983.

OCEAN BAY WATER CO., INC.

By Herald P. Murphy  
President

By Eugene Coshaw  
Secretary

STATE OF WASHINGTON,  
County of Pacific

On this 17TH day of January, 1983, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Herald P. Murphy and Eugene Coshaw to be known to be the President and Secretary, respectively, of Ocean Bay Water Co., 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 they are 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 first above written.

Lewis J. [Signature]  
Notary Public in and for the State  
of Washington, residing at [Address]

EXHIBIT A

WELL SITE 1:

The East 200 feet of Tract 9 of RUSHTON ON THE BAY, according to the plat recorded in Volume D3 of Plats, pages 182 and 183, Pacific County, Washington.

ALSO, a parcel of land located in Tract 8 of RUSHTON ON THE BAY, according to the plat recorded in Volume D3 of Plats, pages 182 and 183, Pacific County, Washington, being a circle with a 200 foot radius the center point of which is located 27.17 feet North of the South line of said Tract 8 and 112.88 feet West of the East line of said Tract 8.

WELL SITE 2:

A circular parcel of land with a radius of 200 feet, the center point of which is located as follows:

Beginning at the Northwest corner of the Northeast quarter of Section 33, Township 12 North, Range 11 West, W.M., Pacific County, Washington; thence South  $89^{\circ}59'03''$  East along the North line of said Northeast quarter a distance of 664.14 feet; thence South  $0^{\circ}12'35''$  West a distance of 812.35 feet to the center of said circular parcel.

WELL SITE 4:

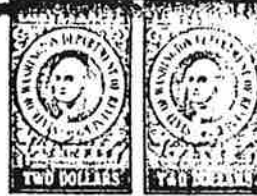
The East 200 feet of Tract 10 of RUSHTON ON THE BAY, according to the plat recorded in Volume D3 of Plats, pages 182 and 183, Pacific County, Washington.

FILED  
RECORDED  
83 11/18 P.3:24  
BY  
COUNTY OF PACIFIC

62493

REAL ESTATE CONTRACT

CORPORATE FORM



PIONEER TITLE CO. of Pacific County, Inc.

THIS CONTRACT, made and entered into this 15th day of JUNE, 1984

between SEATTLE PACIFIC SEABOARD COMPANY, INC., a Washington Corporation

hereinafter called the "seller," and NEAL D. EMOND AND BARBARA J. EMOND, husband and wife

hereinafter called the "purchaser,"

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

See attached legal description, marked Exhibit "A", which, by this reference, is attached hereto and made a part hereof.

This is to certify that the sum of \$1092.00 has been paid on within instrument: See Rcpt. No. 24686 Date 6/15/84



RECORD & RECORDS COUNTY OF PACIFIC

FILED JUN 15 1984

The terms and conditions of this contract are as follows: The purchase price is SIXTY THOUSAND and 00/100 (\$60,000.00) Dollars, of which ONE THOUSAND FIVE HUNDRED AND 00/100's (\$1,500.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

to SEATTLE PACIFIC SEABOARD INC. Lots 169 and 170 RUSHLIGHT FARM ESTATES will be Quit Claimed to HOLIDAY LAND SALES, INC., a Washington Corporation, as payment for TEN THOUSAND AND 00/100 (\$10,000.00) of the principal and the remaining FORTY EIGHT THOUSAND FIVE HUNDRED AND 00/100 (\$48,500.00) balance to be paid as follows:

SIX HUNDRED AND 00/100 (\$600.00) DOLLARS, or more at purchaser's option, on or before the 15th day of JULY, 1984, and SIX HUNDRED AND 00/100 (\$600.00) DOLLARS, or more at purchaser's option, on or before the 15th day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of twelve (12%) per cent per annum from the 15th day of JUNE, 1984, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal. Said principal and interest shall be paid in full on or before JUNE 15, 1992.

As referred to in this contract, "date of closing" shall be JUNE 15, 1984

- (1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any tax or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.
(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.
(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.
(4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use; and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.
(5) The seller has delivered, or agrees to deliver within 30 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by PIONEER NATIONAL TITLE INSURANCE COMPANY, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:
a. Printed general exceptions appearing in said policy form;
b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and
c. Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, some of which for the purpose of this paragraph (5) shall be deemed defects in seller's title

vl. 3406 405

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

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

**Covenants, conditions and reservations of record.**

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

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

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

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

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

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

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

Neal D. Emond  
NEAL D. EMOND  
Barbara J. Emond  
BARBARA J. EMOND

SEATTLE PACIFIC SEABOARD COMPANY, INC.

By Rose Martin  
Rose Martin President  
By Therese McConville  
Therese McConville Secretary

STATE OF WASHINGTON,

County of KING

On this 25<sup>th</sup> day of May

ROSE MARTIN

and

THERESE MC CONVILLE,

President and

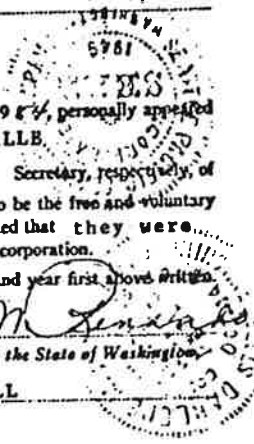
1984, personally appeared

Secretary, respectively, of

to me known to be the corporation that executed the foregoing instrument, and acknowledged 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 they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

William M. Jensen  
Notary Public in and for the State of Washington  
residing at BOTHELL



A TICOX COMPANY

Filed for Record at Request of

TO Holiday Land Sales, Inc.  
Northgate Station  
P.O. Box 25144  
Seattle, WA 98125

THIS SPACE RESERVED FOR RECORDER'S USE

V. 3406 406

EXHIBIT "A"

Tract 8, RUSHTON ON THE BAY, according to the plat recorded in Volume D-3 of Plats, page 182, in Pacific County, Washington.

SUBJECT TO: an easement in favor of Ocean Bay Water Company for the use and maintenance of existing water lines, and;

SUBJECT TO: an exclusive easement to Ocean Bay Water Company for ingress and egress over the southerly 10 feet of the herein described premises, and;

SUBJECT TO: a well site as described in deed recorded in Volume 8301, page 373, under Auditor's File No. 51417, and;

SUBJECT TO: a non-exclusive easement 30' in width for ingress and egress over and across the southwest corner of said premises, to be situated as close as possible to the southwest corner of Tract 8.

*N.D.E.  
B.J.C.*

vk 8406 407



PIONEER NATIONAL  
TITLE INSURANCE

A TICOOR COMPANY

Filed for Record at Request of

TO Neal & Barbara Emond  
P.O. Box 298  
Ilwaco, WA 98624

THIS SPACE RESERVED FOR RECORDER'S USE  
**FILED**  
AT THE REQUEST OF:  
*Aimerville*  
**84 JUN 15 P 1: 55**  
RICHARD JOHNSON  
NOTARY & RECORDER  
COUNTY OF PACIFIC  
**62494**

BYRON STAMPS

~~This is to certify that transaction Tax in the sum of \_\_\_\_\_ has been paid on within instrument. See Rcpt. No. 24687 Date \_\_\_\_\_~~  
ROBERT KAIN, Pacific County Treasurer

Form LS7R

### Quit Claim Deed

(CORPORATE FORM)

THE GRANTOR OCEAN BAY WATER COMPANY, INC., a Washington Corporation

for and in consideration of TO CLEAR TITLE

conveys and quit claims to NEAL D. EMOND AND BARBARA J. EMOND, husband and wife

the following described real estate, situated in the County of PACIFIC

State of Washington including any interest therein which grantor may hereafter acquire:

A parcel of land located in Tract 8 of RUSHTON ON THE BAY, according to the plat recorded in Volume D3 of Plats, pages 182 and 183, Pacific County, Washington, being a circle with a 200 foot radius the center point of which is located 27.17 feet North of the South line of said Tract 8 and 112.88 feet West of the East line of said Tract 8.

HOWEVER RESERVING UNTO Ocean Bay Water Company, a Washington Corporation, a perpetual easement for the use and maintenance of the well site on the above described premises.

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers and its corporate seal to be hereunto affixed this 15th day of JUNE, 1984



This transaction is Not taxable under Chapter 11, of the Extraordinary Session Laws of 1981  
See Affidavit No. 24687  
6/15/84 EWD

OCEAN BAY WATER COMPANY  
By Laurel D. Hall President  
By Jack L. Cain Secretary

STATE OF WASHINGTON  
County of Clatsop

On this 19th day of May, 1984, before me, the undersigned, a Notary Public in and for the State of Washington, only commissioned and sworn, personally appeared Laurel D. Hall and Jack L. Cain to me known to be the President and Secretary, respectively, of Ocean Bay Water Co.

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 they are 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 first above written.

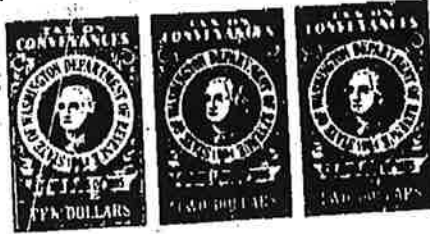


Robert Kain  
Notary Public in and for the State of Washington,  
residing at Ilwaco WA 98624

3.50  
2  
14.00

**Transamerica**  
Title Services

Transamerica  
Title Insurance Company



THIS SPACE PROVIDED FOR THE RECORDER'S USE:

**FILED**  
AT THE REQUEST OF:  
**PACIFIC COUNTY TITLE COMPANY**

85 APR 1 P 4: 55

ROBERT JOHNSON  
AUDITOR & RECORDER  
COUNTY OF PACIFIC

FILED FOR RECORD AT REQUEST OF

WHEN RECORDED RETURN TO

Name.....  
Address..... **Sunday's Escrow Company**  
**P.O. Box 639**  
**Ocean Park, WA 98640**  
City, State, Zip.....

**67969 Statutory Warranty Deed**

THE GRANTOR **CLARA BOLDEN**, as her separate property.

for and in consideration of **TEN AND NO/100 DOLLARS(\$10.00)**.

In hand paid, conveys and warrants to **FRANK E. PRESTON and ERNA M. PRESTON, husband & wife** and **BUCKLEY C. PRESTON, a single man**, the following described real estate, situated in the County of **Pacific**, State of **Washington**:

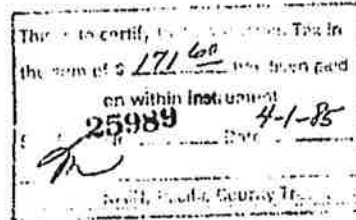
Tract 1 of Hickman's Tracts in Section 33, Township 12 North, Range 11 West of W.M., Pacific County, Washington, being at this date an approved but unrecorded short plat, said tract being more particularly described as follows:

Beginning at the Northwest corner of Tract 7 of Rushton on the Bay, per recorded plat thereof, at the intersection with the Easterly line of the County Road, thence South 3° 46' 12" West 30 feet along said Easterly line of County Road, to the true point of beginning, thence South 86° 27' 56" East 129 feet, thence South 3° 46' 12" West 105 feet, thence North 86° 28' 13" West 32 feet, thence South 3° 46' 12" West 196.12 feet, thence North 86° 28' 13" West 97 feet, thence North 3° 46' 12" East 301.13 feet to the true point of beginning.

**SUBJECT TO:** An easement over the South 30 feet of the herein described tract for access and utilities as exposed by Short Plat approval.

Dated March 28, 1985

*Clara Bolden*  
**CLARA BOLDEN**



STATE OF WASHINGTON }  
COUNTY OF Pacific } ss.

On this day personally appeared before me Clara Bolden to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 28th day of March, 1985  
*Alan Roy E. Sonntag*  
Notary Public in and for the State of Wash-  
ington, residing at Ocean Park

STATE OF WASHINGTON }  
COUNTY OF \_\_\_\_\_ } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Wash-  
ington, duly commissioned and sworn, personally appears \_\_\_\_\_

and \_\_\_\_\_  
to me known to be the \_\_\_\_\_ President and \_\_\_\_\_ Secretary,  
respectively, of \_\_\_\_\_

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 \_\_\_\_\_ 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 first above written.

Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_

30  
30  
81851

FILED  
AT THE REQUEST OF:  
*Linda Hall*  
07 APR 8 11:18

AGREEMENT TO SUPPLY WATER

W. H. JOHNSON  
CLERK & RECORDER  
COUNTY OF PACIFIC

1. Parties

The parties to this Agreement are:

- (a) OCEAN BAY WATER COMPANY, a Washington corporation ("Company"); and
- (b) Neal D. Emond and Barbara J. Emond, husband and wife ("Emonds").

2. Recitals

(a) The Company is in the business of operating a water company in Pacific County, Washington, which supplies water to property owners in subdivisions known as Rushlight Farm Estates and Rushton on the Bay. The Emonds own property within the subdivisions, including a building commonly known as the Farmhouse, which is located at the following address:

Tract 8, RUSHTON ON THE BAY, according to the plat recorded in Volume D-3 of flats, page 182, in Pacific County, Washington. Farm House (Duplex).

(b) The Emonds have previously granted to the Company an easement across property they own within the subdivision for the purposes of using and maintaining existing water lines, having ingress and egress to wells, and locating wells within the subdivision so the Company may carry out its business functions.



(c) For several years, the Company has supplied water to the Emonds without charge, in gratitude for, and as payment for, the easement given by the Emonds to the Company. The parties to this Agreement now wish to formalize their prior agreements, and to provide for continuing water service to the Emonds, subject to the conditions stated in this Agreement.

3. Agreement

The Company hereby agrees to provide to the Emonds, and the survivor of the two of them, free use and access to domestic water from wells which belong to and are operated by the Company. Further terms of this Agreement are as follows:

(a) The Emonds' benefits under this Agreement are personal to them. Such benefits are not intended to run with ownership of any real property, and may not be transferred by the Emonds to any person or entity at any time.

(b) This Agreement shall terminate, and have no further force or effect, upon the earlier of the following events: (1) the death of both of the Emonds, or (2) any transfer by the Emonds, or either of them, of any interest in the property on which the Farmhouse is located.

(c) The Company will never charge the Emonds for access to or use of water supplied to the Farmhouse as long as this Agreement is in effect.

(d) This Agreement applies only to the property known as the Farmhouse, and not to water supplied to any other building or property in which the Emonds have or acquire any

interest. Specifically, this Agreement does not provide for free water to any buildings now existing or which may hereafter be built which are adjacent to, or connected to, the Farmhouse.

4. Disclaimers

(a) The parties to this Agreement acknowledge they have fully read and they fully understand the purpose, content, and effect of this Agreement.

(b) The parties acknowledge they have been given full opportunity to consult with legal counsel and other persons prior to executing this Agreement, and the parties have obtained whatever legal or other counseling they desired prior to executing it.

(c) The parties further acknowledge they have made full disclosure to one another of all facts relevant to the substance of this Agreement, and they have not relied on any statements, facts, documents, or representations not specifically described in this Agreement.

(d) The parties agree that this Agreement is the complete and final statement of all agreements and understandings between them with respect to the matters described in this document. By signing this Agreement, the parties intend to incorporate all prior discussions, correspondence, and other communications between themselves with respect to the matters

described in this document. This Agreement may only be modified by a written instrument signed by both parties.

DATE: 4/8, 1987.

OCEAN BAY WATER COMPANY

By: Janet D. Hall  
Title: President

Neal D. Emond  
Neal D. Emond

Barbara J. Emond  
Barbara J. Emond



*Susan C. Madsen, Notary Public in and for the State of Washington, residing in Ocean Park.*

NOT RESPONSIBLE FOR THE  
READABILITY OF THIS INSTRUMENT  
DUE TO THE CONDITION OF THE  
ORIGINAL INSTRUMENT.

RETURN ADDRESS:

NORTH BEACH Public Development Authority  
P.O. BOX 618  
OAK PARK, WA. 98640

Please type or print information below in BLACK INK preferably  
DOCUMENT TITLE(S) (or transactions contained therein)

1. Easement
- 2.
- 3.

REFERENCE NUMBER(S) of Documents assigned or released:

Additional names on page \_\_\_\_\_ of document.

GRANTOR(S) (Last name first, then first name and middle initial)

1. Robert Hill, Jr
2. Shelly L. Hill
- 3.

Additional names on page \_\_\_\_\_ of document.

GRANTEE(S) (Last name first, then first name and middle initial)

1. NORTH BEACH Public Development Authority
- 2.
- 3.

Additional names on page 6 of document.

LEGAL DESCRIPTION (abbreviated i.e. lot, block, plat OR Section, Township, Range, quarter/quarter

section) Portion of Parcel # 7601940900 TRACT 9210 Rushton on the Bay  
7601941000 Section 33

Additional legals on page \_\_\_\_\_ of document.

Township 12N Range 11 WEST

ASSESSOR'S 11 DIGIT PARCEL NUMBER

Portion of Parcel # 7601940900  
7601941000

Additional assessor's parcel numbers on page \_\_\_\_\_ of document.

( ) Assessor's parcel number not yet assigned.

AFFIDAVIT: EMERGENCY NON-STANDARD RECORDING

I am requesting an emergency non-standard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signed:

R. Duille

DATE:

3/5/06

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.



3091364

Page: 1 of 7

04/05/2006 09:25A

EAS

38.00

Pacific Co, WA

## GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that ROBERT HILL, JR and *Shelly L.* HILL, husband and wife, grantors, in consideration of abandoning of the existing water line that crosses Tract 9 and 10 of Rushton on the Bay in a north/south direction and of pedestrian access across the east 200 feet of Tract 9 Rushton on the Bay for Beach Baron's Car Club Events, does hereby create, convey and grant to NORTH BEACH PUBLIC DEVELOPMENT AUTHORITY, grantee, a publicly owned water utility, a perpetual, non-exclusive 20 foot wide easement to install, maintain and replace a water line over and across the northerly 20 feet of the west 457.16 feet of Tract 9, Rushton on the Bay, and a perpetual, non-exclusive 20 foot wide easement to install, maintain and replace a water line over and across the easterly 20 feet of the west 330 feet of Tract 9 and the west 330 feet of Tract 10, Rushton on the Bay located in Section 33, Township 12 North, Range 11 West of the Willamette Meridian, Pacific County, Washington. Granting of said easement bars the grantor from constructing any permanent feature on the above described easement.

Said easement is subject to the following conditions:

1. Grantee shall not utilize, improve, fill, or construct upon said easement without first having obtained and provided Grantor with proof of all governmental approvals and permits as may be required for Grantee's use or improvement of the easement.
2. Grantee shall not cause or allow any improvement of the easement except by bonded, licensed, and insured contractors. Before commencing any improvement of the easement, Grantee shall provide Grantor with a complete set of plans and specifications for the proposed improvement and shall obtain Grantor's approval, which shall not be unreasonably withheld..
3. Grantee shall pay all taxes, assessments, fees and other charges associated with its use or improvement of the easement.
4. Upon completion of all work done on or under the land contained in this easement Grantee agrees to return the surface to the condition it was prior to the work being done.
5. Grantee will abandon the north/south water line at such time as indicated in the North Beach Public Development Authority (North Beach) Water System Plan.

KNOW ALL MEN BY THESE PRESENTS, that NORTH BEACH PUBLIC DEVELOPMENT AUTHORITY, grantors, in turn and in consideration of a water line easement across the west 457.16 feet of Tract 9 of Rushton on the Bay and of a water line easement across the east 20 feet of the west 330 feet of Tract 9 and of Tract 10 of Rushton on the Bay, does hereby create, convey and grant to BEACH BARON'S CAR CLUB, a Non-Profit Corporation, grantees, an easement for pedestrian access across the southerly 10 feet of the east 200 feet of Tract 9 and the easterly 10 feet of the east 330 feet of Tract 9, of Rushton on the Bay located in Section 33, Township 12 North, Range 11 West of the Willamette Meridian, Pacific County, Washington. Said pedestrian access is exclusively for Beach Baron's Car Club Events.



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EAS

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Pacific Co, WA

Said easement is subject to the following conditions:

1. All use of said easement shall be consistent with activities allowed in a wellhead area as defined by the Washington State Department of Health.
2. Only minimum improvements will be allowed in the easement and only improvements consistent with the intended use, pedestrian access. Before commencing any improvement of the easement, Grantee shall provide Grantor with a complete set of plans and specifications for the proposed improvement and shall obtain Grantor's approval, which shall not be unreasonably withheld.
3. Grantee shall pay all taxes, assessments, fees and other charges associated with its use or improvement of the easement.
4. Should in the soul judgment of the Grantor the activities, of the Grantee or its invitees, on the easement pose a threat to the continued operation of the utility or the drinking water source, the Grantor has a right to curtail all access until said threat is removed or corrected.
5. Grantee shall construct a fence and gate at both ends of the easement and shall provide keys to that gate to Grantor.

Said easement shall run with the land as above described as a benefit and as a burden and shall be binding upon and inure to the benefit of the parties, their heirs, executors, administrators, successors and assigns.


DATED: MARCH 29, 2006

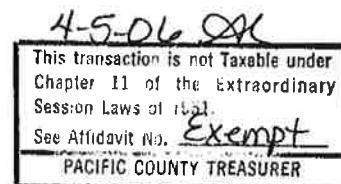
IN WITNESS WHERE OF, the parties hereto have executed this instrument as dated above.

  
Robert Hill

  
Shelly Lynn Hill

NORTH BEACH PUBLIC DEVELOPMENT AUTHORITY

  
Its: Director R.D. WILLIAMS



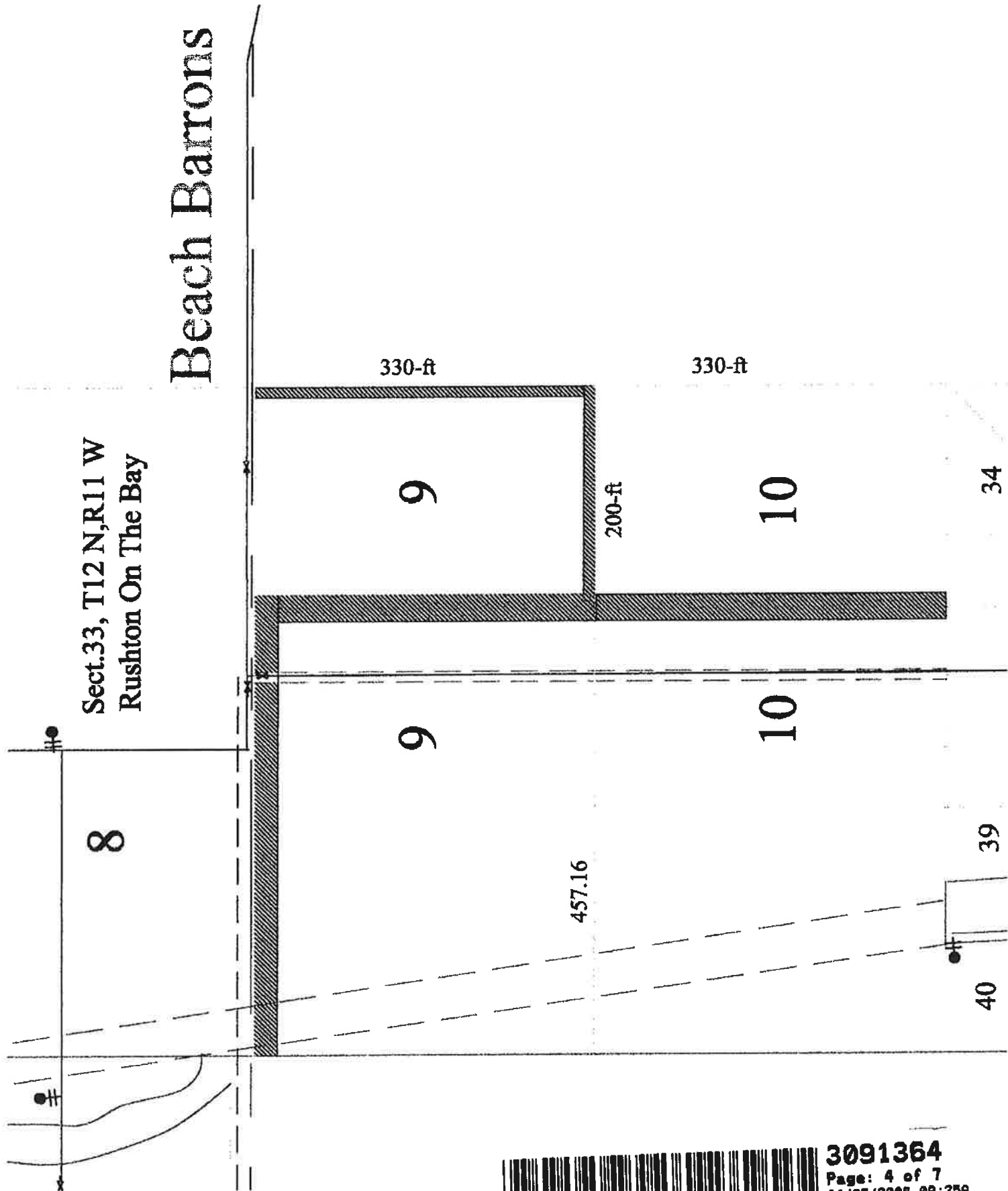
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Page: 3 of 7  
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EAS 38.00 Pacific Co, WA

Sect. 33, T12 N, R11 W  
Rushton On The Bay

# Beach Barrons



3091364  
Page: 4 of 7  
04/05/2006 09:25A  
Pacific Co, WA

EAS 38.00

STATE OF WASHINGTON )  
 ) SS:  
County of Pacific )

On this day personally appeared before me ROBERT HILL, JR, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged the said execution thereof to be the free and voluntary act and deed of said for the uses and purposes therein mentioned.

GIVEN under my hand and official seal on MARCH 29, 2006

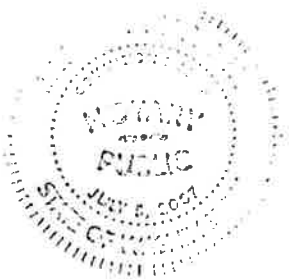


James J. Hagan  
Notary Public in and for the State of Washington,  
Residing at OCEAN PARK  
My Commission Expires: JULY 5, 2007

STATE OF WASHINGTON )  
 ) SS:  
County of Pacific )

On this day personally appeared before me SHELLY LYNN HILL, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged the said execution thereof to be the free and voluntary act and deed of said for the uses and purposes therein mentioned.

GIVEN under my hand and official seal on MARCH 29, 2006



James J. Hagan  
Notary Public in and for the State of Washington,  
Residing at OCEAN PARK  
My Commission Expires: JULY 5, 2007



3091364

Page: 5 of 7  
04/05/2006 09:25A



STATE OF WASHINGTON )  
 ) SS:  
County of Pacific )

On this day personally appeared before me R. D. WILLIAMS, to me known to be the individual described and known to me to be the Director of the North Beach Public Development Authority in and who executed the within and foregoing instrument, and acknowledged the said execution thereof to be the free and voluntary act and deed of said for the uses and purposes therein mentioned.

GIVEN under my hand and official seal on MARCH 29, 2006



James J. Wagoner  
Notary Public in and for the State of Washington,  
Residing at OCEAN PARK  
My Commission Expires: JULY 5, 2007.



**3091364**

Page: 6 of 7  
04/05/2006 09:25A  
Pacific Co, WA

EAS

38.00

**WASHINGTON DRIVER LICENSE**

LIC # HILL\*SL323CL EXP 02-13-2009

HILL, SHELLY LYNN  
25210 Z PLACE  
OCEAN PARK WA 98640

CDL END RES  
SEX HT WT EYES  
F 5-06 138 BRN

ISSUE DATE 02-12-2004

DOB 02-13-1968



**WASHINGTON DRIVER LICENSE**

LIC # HILL\*RA340RL EXP 12-13-2007

HILL, ROBERT ALLEN  
25210 Z PLACE  
OCEAN PARK WA 98640

CDL A END RES  
SEX HT WT EYES  
M 5-09 200 BRN

ISSUE DATE 10-13-2002

DOB 12-13-1968



**3091364**

Page: 7 of 7  
04/05/2006 09:25A  
Pacific Co, WA

EAS 38.00

8/15/06 SA

This transaction is not taxable under Chapter 11 of the Extraordinary Session Laws of 1951. See Affidavit No. 2-XXXXXX PACIFIC COUNTY TREASURER

Return Address:  
P.U.D. No. 2 of Pacific County  
P.O. Box 472  
Raymond, WA 98577

EASEMENT

Grantor: ROBERT A. HILL & Shelly L. Hill  
Grantee: Public Utility District No. 2 of Pacific County  
Legal Description: Rushton 09 LS E200' of TR9, Plus VAC RD; Rushton 10 LS E200' of  
Assessor's Tax Parcel ID# 76019009000 76019010000 TR10, Plus VAC RD

Know All Men By These Presents: For good and valuable consideration, receipt whereof is hereby acknowledged, the undersigned hereby grants a perpetual easement to PUBLIC UTILITY DISTRICT NO. 2 of PACIFIC COUNTY, WASHINGTON, a municipal corporation, its' successors and assigns, with the right to place, construct, operate and maintain, inspect, reconstruct, repair, replace and keep clear Electric Power Lines, Telecable Lines, and Communication Lines with wires, cables, fixtures and appurtenances attached thereto, as the grantee may from time to time require, upon, across, over, and/or under the above described property situated in Pacific County, State of Washington:

A 20' wide easement as described in Pacific County Auditor Record No. 3091364, Page 2 of 7

Grantee shall at all times have the right of full and free ingress to and egress from said property for all purposes herein mentioned, and to remove at any time, any or all of the Electric Power lines, Telecable Lines, and Communication Lines and/or wires, cables, fixtures and appurtenances from the said property, with the understanding that grantee shall be responsible for any unnecessary damage it causes grantor by the exercises of the rights and privileges herein granted.

The Grantors covenant for themselves, their heirs, successors and assigns that: a) they will not build or place, or allow to be built or placed, any structure of any kind over or under the electric facilities and that structure, if any, not be constructed closer than ten (10) feet from the nearest electric facilities; b) that if such a structure is built or placed, they will remove the same at the request of the Grantee at no cost to the Grantee, or in the alternative, pay the Grantee the cost of rerouting the utilities around the structure.

The rights, conditions and provisions of this easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF the undersigned has executed this instrument this 7th day of August, 2006

Robert A Hill Jr.  
Robert A. Hill Jr.

WITNESS: Ridwell

Shelly L Hill  
Shelly L. Hill

State of Washington, County of Pacific

On this day personally appeared before me Robert A. & Shelly L. Hill to me known to be the individual described herein and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.



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

Notary Public in and for the State of Washington, residing at: Ocean Park  
My Commission expires: 7/15/2007



**First American**

## **First American Title Insurance Company**

**PO Box 251 , 1006 W Robert Bush Dr  
South Bend, WA 98586**

January 07, 2014

Bill Neal  
North Beach Water District  
25902 Vernon AVE STE C PO BOX 618  
Ocean Park, WA 98640  
Phone: (360)665-4144  
Fax: (360)665-4641

Title Officer: James Mack  
Phone: (800)562-8710  
Fax No.: (866)299-2687  
E-Mail: [jmack@firstam.com](mailto:jmack@firstam.com)  
Order Number: 2191490

Escrow Number: 2191490

Buyer:

Owner: EMOND, HILL AND PRESTON

Property: OCEAN PARK, Washington 98640

Attached please find the following item(s):

Guarantee

Thank You for your confidence and support. We at First American Title Insurance Company maintain the fundamental principle:

***Customer First!***



**First American**

# Guarantee

## Subdivision Guarantee

ISSUED BY

**First American Title Insurance Company**

GUARANTEE NUMBER

**5003353-2191490**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND THE CONDITIONS AND STIPULATIONS OF THIS GUARANTEE,

**FIRST AMERICAN TITLE INSURANCE COMPANY**

a California corporation, herein called the Company

**GUARANTEES**

**North Beach Water District**

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability stated in Schedule A, which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.



First American Title Insurance Company

Dennis J. Gilmore  
President

Timothy Kemp  
Secretary

This jacket was created electronically and constitutes an original document

## SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
  - (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
  - (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
  - (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
  - (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
  - (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
  - (c) The identity of any party shown or referred to in Schedule A.
  - (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

## GUARANTEE CONDITIONS AND STIPULATIONS

### 1. Definition of Terms.

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

### 2. Notice of Claim to be Given by Assured Claimant.

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

### 3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

### 4. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all

## GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

### 5. Proof of Loss or Damage.

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

### 6. Options to Pay or Otherwise Settle Claims:

#### Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the

indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

### 7. Determination and Extent of Liability.

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A or in Part 2;  
(b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or  
(c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

### 8. Limitation of Liability.

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by

**GUARANTEE CONDITIONS AND STIPULATIONS (Continued)**

any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

**9. Reduction of Liability or Termination of Liability.**

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

**10. Payment of Loss.**

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

**11. Subrogation Upon Payment or Settlement.**

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies. If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

**12. Arbitration.**

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

**13. Liability Limited to This Guarantee; Guarantee Entire Contract.**

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

**14. Notices, Where Sent.**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707** [Claims.NIC@firstam.com](mailto:Claims.NIC@firstam.com) Phone: 888-632-1642 Fax: 877-804-7606



**First American Title**





**First American**

# Schedule A

## Subdivision Guarantee

ISSUED BY

**First American Title Insurance Company**

GUARANTEE NUMBER

**2191490**

Order No.: 2191490

Liability: \$400.00

Fee: \$350.00

Tax: \$27.30

Name of Assured: North Beach Water District

Date of Guarantee: January 03, 2014

The assurances referred to on the face page hereof are:

1. Title is vested in:

BUCKLEY CHARLES PRESTON AND PAULA JEAN PRESTON, EACH AS THEIR SEPARATE PROPERTY AND THE HEIRS AND DEVISEES OF ERNA M. PRESTON, DECEASED AS TO PARCEL A, BARBARA J. EMOND AND RAYMOND C. EMOND, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP AS TO PARCEL B, AND ROBERT A. HILL, AS HIS SEPARATE ESTATE AS TO PARCEL C

2. That, according to the public records relative to the land described in Schedule C attached hereto (including those records maintained and indexed by name), there are no other documents affecting title to said land or any portion thereof, other than those shown under Record Matters in Schedule B.

3. The following matters are excluded from the coverage of this Guarantee

- A. Unpatented Mining Claims, reservations or exceptions in patents or in acts authorizing the issuance thereof.
- B. Water rights, claims or title to water.
- C. Tax Deeds to the State of Washington.
- D. Documents pertaining to mineral estates.

4. No guarantee is given nor liability assumed with respect to the validity, legal effect or priority of any matter shown herein.

5. This Guarantee is restricted to the use of the Assured for the purpose of providing title evidence as may be required when subdividing land pursuant to the provisions of Chapter 58.17, R.C.W., and the local regulations and ordinances adopted pursuant to said statute. It is not to be used as a basis for closing any transaction affecting title to said property.

6. Any sketch attached hereto is done so as a courtesy only and is not part of any title commitment, guarantee or policy. It is furnished solely for the purpose of assisting in locating the premises and First American expressly disclaims any liability which may result from reliance made upon it.



**First American**

# Schedule B

## Subdivision Guarantee

ISSUED BY

**First American Title Insurance Company**

GUARANTEE NUMBER

**2191490**

### RECORD MATTERS

1. General taxes and assessments, if any, for the year 2014, in an amount not yet available, which cannot be paid until the **15th day of February** of said year.

Tax Account No.: 76019007001  
 Assessed Land Value: \$ 45,000.00  
 Assessed Improvement Value: \$ 97,700.00

Note: Taxes and charges for 2013 were paid in full in the amount of \$1,908.28.

Affects: Parcel A

2. General taxes and assessments, if any, for the year 2014, in an amount not yet available, which cannot be paid until the **15th day of February** of said year.

Tax Account No.: 76019008000  
 Assessed Land Value: \$ 65,300.00  
 Assessed Improvement Value: \$ 97,900.00

Note: Taxes and charges for 2013 were paid in full in the amount of \$2,030.73.

Affects: Parcel B

3. General taxes and assessments, if any, for the year 2014, in an amount not yet available, which cannot be paid until the **15th day of February** of said year.

Tax Account No.: 76019308000  
 Assessed Land Value: \$ 14,800.00  
 Assessed Improvement Value: \$ 0.00

Note: Taxes and charges for 2013 were paid in full in the amount of \$238.26.

Affects: Parcel B

4. Delinquent General Taxes for the year 2011 . The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Tax Account No.: 76019009000

**1st Half**

Amount Billed: \$ 343.35  
 Amount Paid: \$ 0.00  
 Amount Due: \$ 343.35, plus interest and penalty

**2nd Half**

Amount Billed: \$ 343.35  
 Amount Paid: \$ 0.00  
 Amount Due: \$ 343.35, plus interest and penalty  
 Assessed Land Value: \$ 60,000.00  
 Assessed Improvement Value: \$ 0.00

Affects: Parcel C

5. Delinquent General Taxes for the year 2012 . The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Tax Account No.: 76019009000

**1st Half**

Amount Billed: \$ 381.07  
Amount Paid: \$ 0.00  
Amount Due: \$ 381.07, plus interest and penalty

**2nd Half**

Amount Billed: \$ 381.07  
Amount Paid: \$ 0.00  
Amount Due: \$ 381.07, plus interest and penalty  
Assessed Land Value: \$ 60,000.00  
Assessed Improvement Value: \$ 0.00  
Affects: Parcel C

6. Delinquent General Taxes for the year 2013 . The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Tax Account No.: 76019009000

**1st Half**

Amount Billed: \$ 316.62  
Amount Paid: \$ 0.00  
Amount Due: \$ 316.62, plus interest and penalty

**2nd Half**

Amount Billed: \$ 316.62  
Amount Paid: \$ 0.00  
Amount Due: \$ 316.62, plus interest and penalty  
Assessed Land Value: \$ 47,500.00  
Assessed Improvement Value: \$ 0.00  
Affects: Parcel C

7. General taxes and assessments, if any, for the year 2014, in an amount not yet available, which cannot be paid until the **15th day of February** of said year.

Tax Account No.: 76019009000

Assessed Land Value: \$ 47,500.00  
Assessed Improvement Value: \$ 0.00

Affects: Parcel C

8. Exceptions and reservations contained in Deed:

From: Waldemar Sexton, et ux, and heirs and assigns

Dated: December 20, 1938

Recorded: January 8, 1940

Volume No.: 121, Page 01

As Follows: The right to maintain and use a ditch, slough or draws on the lands for drainage purposes jointly with the Juanita Investment Company, a corporation, together with the right to enter said lands to clean, cut, open and maintain the same.

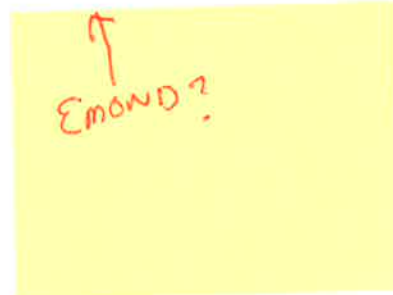
9. Reservations and exceptions, including the terms and conditions thereof:  
Reserving: 50% of oil and mineral rights and the right to maintain and use drainage ditch and related rights  
Reserved By: James Leggett and Juanita R. Leggett, husband and wife  
Recorded: November 18, 1966  
Recording Information: Volume 204, Page 179

We note no examination has been made regarding the transfer or taxation of the reserved rights.

10. Easement, including terms and provisions contained therein:  
Recording Information: Volume 163, Page 176  
In Favor of: P.U.D. No. 2 of Pacific County  
For: Perpetual easement together with the right to enter, erect, operate and maintain an electric power line over and across said premises, together with the right to enter and to cut brush and trees which constitute a menace or danger to electric transmission lines  
Affects: Parcel B

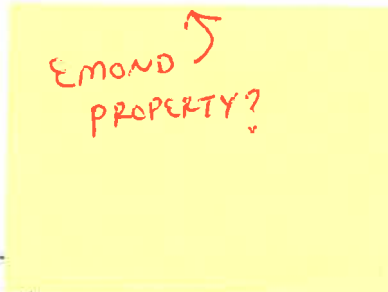
11. Easement, including terms and provisions contained therein:  
Recorded: June 30, 1969  
Recording Information: Volume 220, Page 544, and amended August 03, 1978 in Volume 7808, Page 70  
In Favor of: Ocean Bay Water Company  
For: Ingress and egress over and across the South 26 feet of Tract 8, Rushton-on-the-Bay

12. Covenants, conditions, restrictions and/or easements:  
Dated: January 17, 1983  
Recorded: January 18, 1983  
Recording No.: Volume 8301, Page 375  
Affects: Parcels B and C



13. Easement, including terms and provisions contained therein:  
Recorded: June 15, 1984  
Recording Information: Volume 8406, Pages 405 - 407  
In Favor of: Ocean Bay Water Company  
For: Use and maintenance of existing water lines on Tract 8, Rushton on the Bay

14. Easement, including terms and provisions contained therein:  
Recorded: June 15, 1984  
Recording Information: Volume 8406, Pages 405 - 407  
In Favor of: Ocean Bay Water Company  
For: Ingress and egress 10 feet in width, over and across the Southerly 10 feet of Tract 8, Rushton on Bay



15. Easement, including terms and provisions contained therein:  
Recorded: June 15, 1984  
Recording Information: Volume 8406, Pages 405 - 407  
For: Non-exclusive easement for ingress and egress 30 feet in width over and across the South 30 feet of the West 30 feet of Tract 8, Rushton on the Bay

16. Easement, including terms and provisions contained therein:  
Recorded: June 15, 1984  
Recording Information: Volume 8406, Page 408  
In Favor of: Ocean Bay Water Company  
For: A well site reserved with a radius of 200 feet, which is located 27.17 feet North of the South 30 feet of the West 30 feet of Tract 8, Rushton on the Bay, and 112.88 feet West of the South 30 feet of the West 30 feet of said Tract 8

↑  
Emond?

17. Easement, including terms and provisions contained therein:  
Recording Information: Volume 8504, page 22  
For: 30 foot easement for access and utilities  
Affects: Parcel A

18. Agreement executed by and between the parties herein named upon the conditions therein provided.  
Between: Ocean Bay Water Company and Neal D. Emond and Barbara J. Emond  
Recorded: April 08, 1987  
Recording Information: Volume 8704, Page 266  
Providing as Follows:  
The water line and access easements on Tract 8, Rushton on the Bay. Said agreement stipulates in part that Ocean Bay Water Company is to provide the Emonds with water at no charge during their lifetime or until such time as they convey title to said tract

19. Easement, including terms and provisions contained therein:  
 Recording Information: 3091364  
 In Favor of: North Beach Water Company  
 For: 20 foot water line  
 Affects: Parcel C
20. Easement, and the terms and provisions thereof:  
 Grantee: Public Utility District No. 2 of PACIFIC County, a Municipal corporation of the State of Washington  
 Purpose: Electric transmission and/or communication  
 Recorded: August 15, 2006  
 Auditor's File No.: 3095236  
 Affects: Parcel C
21. Erna M. Preston died leaving a Non-Intervention Will.  
 Admitted to Probate: April 23, 1996  
 Probate Case No.: 96-4-00028-0, PACIFIC County  
 Personal Representative: Rose M. Kary and Guy F. Preston  
 Attorney for Estate: Guy M. Glenn

Said personal representative is authorized to administer the estate without intervention of court and to mortgage, convey or contract to convey decedent's interest in said premises.

**Informational Notes, if any**

- A. Manufactured Home Title Elimination Application recorded under Recording No. 3009308, which recites that a manufactured (mobile) home is affixed to said premises.

The forthcoming Mortgagee's Policy will include an ALTA 7-06 or ALTA 7.1-06 Endorsement.

Affects: Parcel C



**First American**

# Schedule C

## Subdivision Guarantee

ISSUED BY

**First American Title Insurance Company**

GUARANTEE NUMBER

**2191490**

The land in the County of PACIFIC, State of Washington, described as follows:

**PARCEL A:**

TRACT 1 OF HICKMAN'S TRACTS IN SECTION 33, TOWNSHIP 12 NORTH, RANGE 11 WEST OF W.M., PACIFIC COUNTY, WASHINGTON, BEING AT THIS DATE AN APPROVED BUT UNRECORDED SHORT PLAT, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF TRACT 7 OF RUSHTON ON THE BAY, PER RECORDED PLAT THEREOF, AT THE INTERSECTION WITH THE EASTERLY LINE OF THE COUNTY ROAD, THENCE SOUTH 3°46'12" WEST 30 FEET ALONG SAID EASTERLY LINE OF COUNTY ROAD, TO THE TRUE POINT OF BEGINNING,  
THENCE SOUTH 86°27'56" EAST 129 FEET,  
THENCE SOUTH 3°46'12" WEST 105 FEET,  
THENCE NORTH 86°28'13" WEST 32 FEET,  
THENCE SOUTH 3°46'12" WEST 196.12 FEET,  
THENCE NORTH 86°28'13" WEST 97 FEET,  
THENCE NORTH 3°46'12" EAST 301.13 FEET TO THE TRUE POINT OF BEGINNING.

**PARCEL B:**

TRACT 8, RUSHTON ON THE BAY, ACCORDING TO THE PLAT RECORDED IN VOLUME D-3 OF PLATS, PAGE 182, IN PACIFIC COUNTY, WASHINGTON.

**PARCEL C:**

TRACT 9 OF RUSHTON ON THE BAY, ACCORDING TO THE PLAT RECORDED IN VOLUME D-3 OF PLATS, PAGES 182 AND 183, PACIFIC COUNTY, WASHINGTON,

EXCEPT THE EAST 200 FEET THEREOF.

NE 1/4  
33-12-11

P.B. BEAL

4  
3.43 ac.

6-3  
R. DAVIS

6 483.19

6-2

617.61

N.W. HICKMAN

7 337.53

SEATTLE-PAC SEABOARD

111  
6.83 ac.

RUSHTON ON THE SEA

28.74  
N. 30 AC.  
TRACT A  
CHAS WILSON

SEATTLE PAC SEABOARD

9

10

1.26 ac.

523.0

N. 89° 54' 57" E.

CEAR CIRCLE  
352nd St

5 AC. OF E. 10 AC. TR. A  
L. WILSON

N. 89° 58' 48" E.

RUSHLIGHT FARM ESTATES

PAL  
S ST.

