



Commissioners
Brian Sheldon – Gwen Brake – Glenn Ripley

August 19, 2015

Emond Property:

Owners: ----- Emond, Barbara & Raymond (Joint Tenants with Rights of Survivorship)

Address: ----- Raymond & Debra Emond / RC Express, Inc.

Address 2: ----- 4616 North Lake Road South

Address 3: ----- Florence Wisconsin 54121

Phone Number: ----- (715) 696-6846

Pacific County Tax Parcel No.: ----- 76019008000 & 76019308000

Legal Description (abbreviated):

Ruston 08 LS SELY 200' of TR 8; PLUS VAC RD; RUSHTON 02 SE 200'

76019008000; 76019308000

District Goal:

Establish an easement for Utility and Access (ingress and egress) across the south 20 feet of the Parcel; and

Establish an easement for Utility across the west 20 feet of the Parcel; and

Charge for water used by the "Farmhouse" on the Emond property; and

Extinguish existing 200-foot Declaration of Restrictive Covenant by mutual release; and

Abandon old water mains on the Parcel (from dairy farm).

Current Conditions:

Agreement to Supply Water between Ocean Bay Water Company and Neal D and Barbara J Emond, Husband and Wife¹.

On April 8, 1987 Ocean Bay Water Company and Neal and Barbara Emond executed an agreement that provided for:

1. Ocean Bay Water Company would be provided water, at no charge, to the Farmhouse located on Tract 8 RUSHTON ON THE BAY, for as long as Neal and Barbara Emond or the survivor of the two of them owned the Farmhouse (Duplex)

¹ Pacific County Auditors File Volume 8704 Pages 266 – 269, under Auditor's File No. 81851.

2. Ocean Bay Water Company agreed to provide water at no charge to the Emond's in gratitude for and as payment for easements previously given by the Emond's to Ocean Bay Water Company.
3. The benefits of the Agreement are personal to the Emonds and the benefits are not intended to run with the ownership of the property. The Emonds are not authorized to transfer the benefits of the Agreement to any other party.
4. The Agreement shall terminate, and have no further force or effect, upon:
 - a. The death of the Emonds, or
 - b. Any transfer by the Emonds or either of them of any interest in the property on which the Farmhouse is located.
5. Ocean Bay Water Company will not charge the Emonds for access to or use of water supplied to the Farmhouse as long as the Agreement is in effect.
6. The Agreement applies only to the Farmhouse. Water will not be supplied to any other buildings or property specifically any other buildings existing or later constructed on the same property.

Questions about the Agreement.

1. Does the District have authority to honor this agreement? (RCW 57.08.081)
2. Is the agreement legally binding on the District?
3. Are the easements granted by the Emonds, which are not identified in the Agreement, subject to relinquishment if water is no longer provided free of cost. Is the District legally bound or able to provide water at no cost to the surviving Emond (Barbara Emond 81 yrs.)
4. Does the Agreement provide for free water to the survivors of Neal and Barbara Emond? The agreement seems contradictory on this point.

Easements Acquired by the District from Pacific Water Company, Inc. Related to Emond Property:

As shown on Statutory Warranty Deed February 3, 2006. (attached)

Easement #1. Easement in favor of Ocean Bay Water Company for:

Use and maintenance of existing water lines on Tract 8, Rushton on the Bay².

Exclusive Easement #1. Granted to Ocean Bay Water Company by Grantee Neal and Barbara Emond.

For ingress and egress 10 feet in width, over and across the Southerly 10 feet of Tract 8³.

² Pacific County Auditors File Volume 8406 Page 407, under Auditor's File No. 62493.

³ Pacific County Auditors File Volume 8406 Page 407, under Auditor's File No. 62493.

Non-Exclusive Easement #1. Granted to Ocean Bay Water Company by Grantee Neal and Barbara Emond.

For ingress and egress 30 feet in width over and across the southwest said premises, to be situated as close as possible to the southwest corner of Tract 8⁴.

Perpetual Easement #1. Reserved by Ocean Bay Water Company in a Quit Claim Deed conveying a parcel of land located in Tract 8 of Ruston on the Bay to Neal and Barbara Emond.

For the use and maintenance of the well site on the parcel of land conveyed to the Emond's⁵.

Declaration of Restrictive Covenants #1. Declared by Ocean Bay Water Company, Inc. and binding on all property within 200-feet of each well described on Exhibit A.

Agrees not to construct maintain, or suffer to be constructed or maintained upon Tract 8 Rushton on the Bay within 200 feet of the well(s) described on Exhibit A, so long as the same is operated to furnish water for public consumption, any of the following: Cesspools, sewers, privies, septic tanks, drain fields, 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 insecticides⁶.

Attachments:

1. ----- Overview Map
2. ----- Goal Maps (by Gray and Osborne) (2)
3. ----- Proposed Easements (by Gray and Osborne)
4. ----- Agreement to Supply Water
5. ----- Easement #1
6. ----- Exclusive Easement #1
7. ----- Non-exclusive Easement #1
8. ----- Perpetual Easement #1
9. ----- Declaration of Restrictive Covenant
10. ----- North Beach Public Development Authority Resolution 04-2005

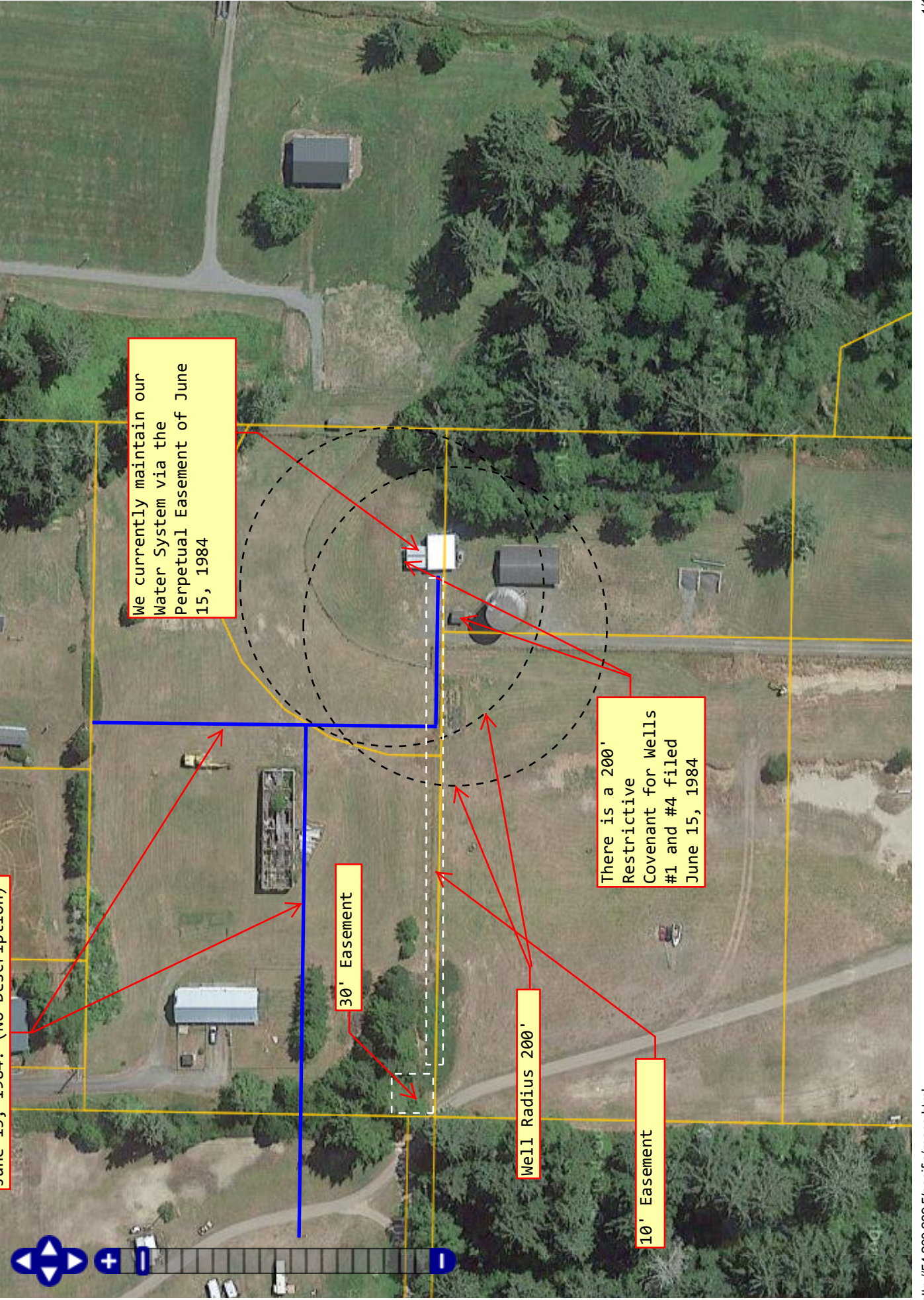
⁴ Pacific County Auditors File Volume 8406 Page 407, under Auditor's File No. 62493.

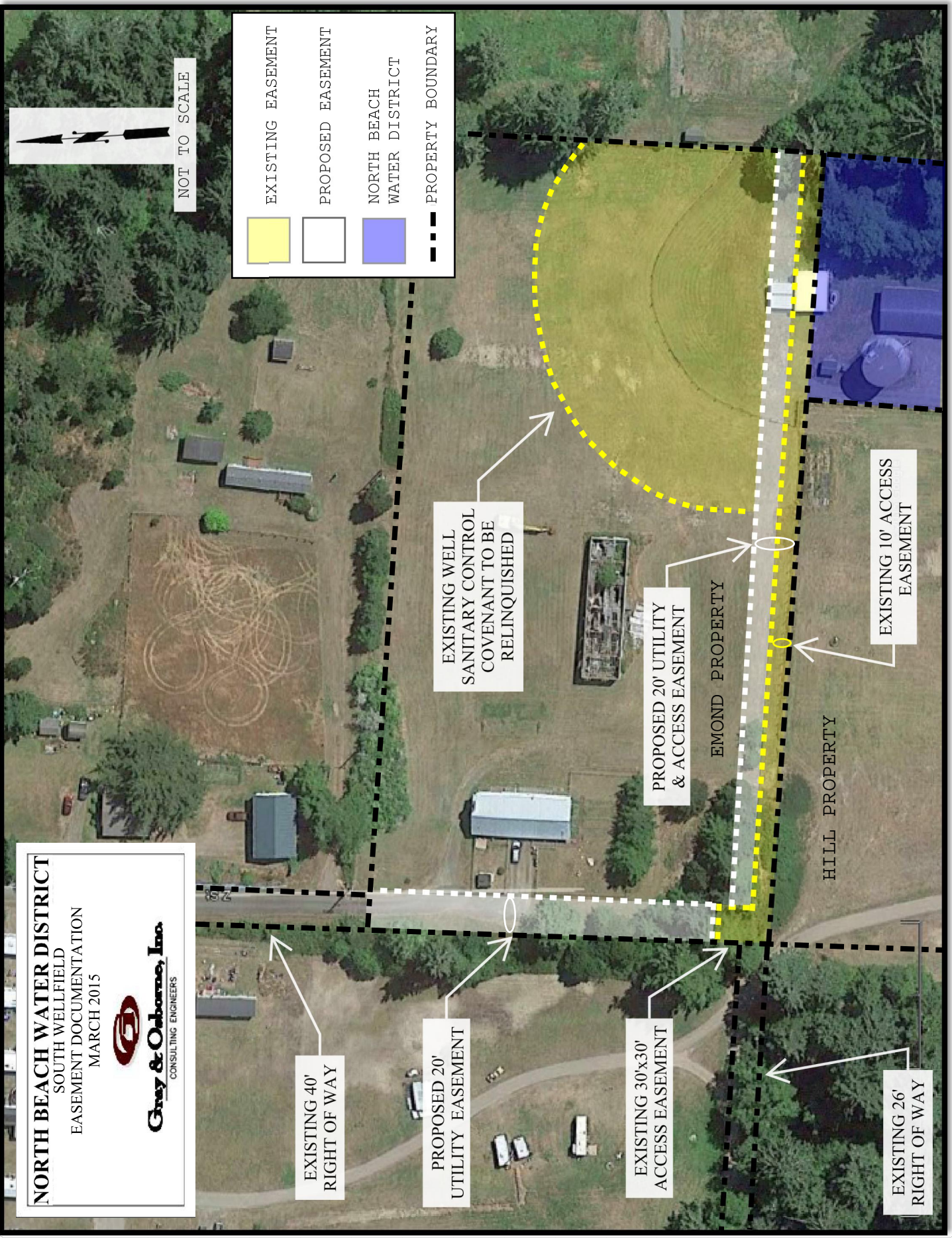
⁵ Pacific County Auditors File Volume 8406 Page 408, under Auditor's File No. 62494.

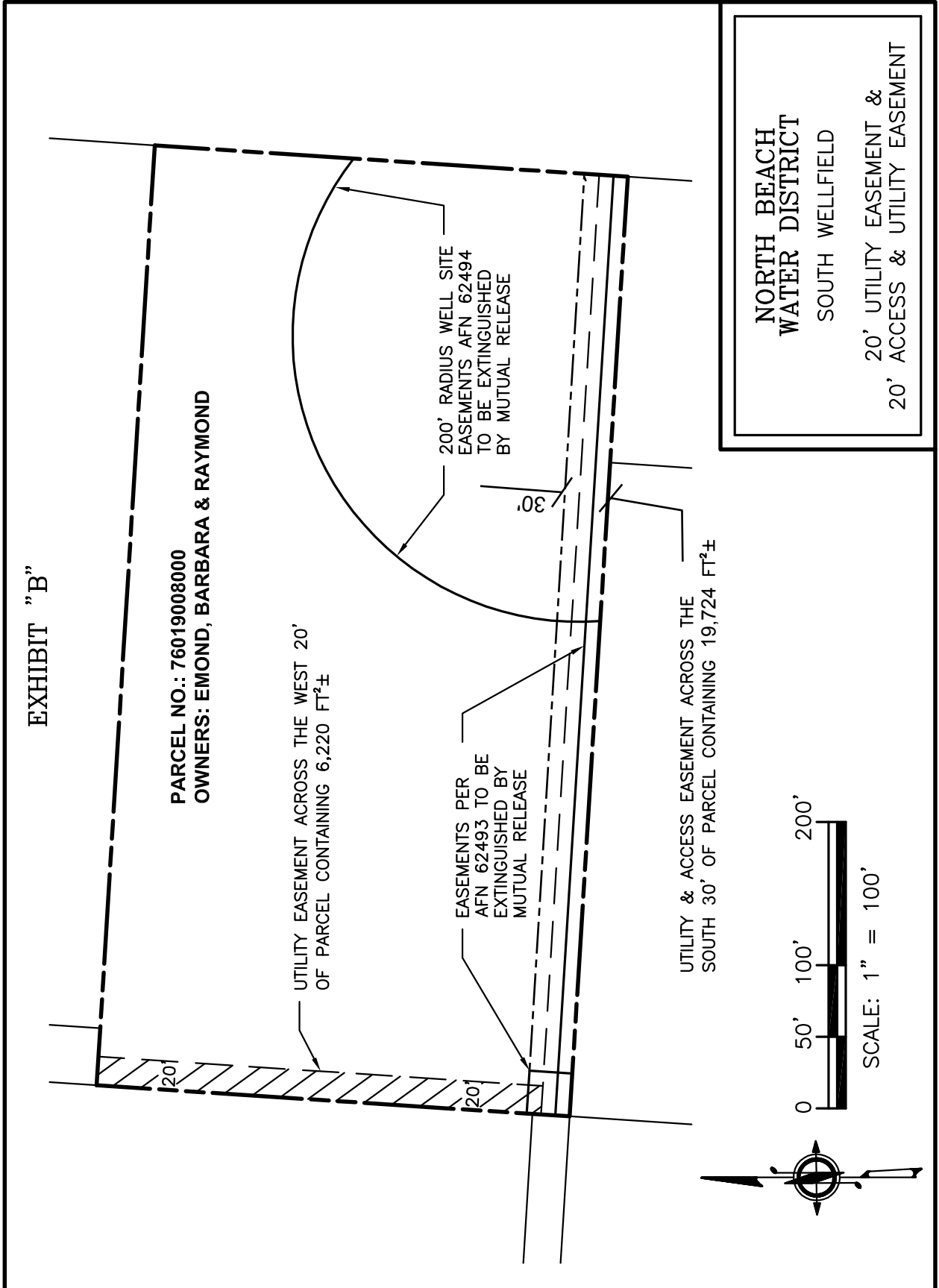
⁶ Pacific County Auditors File Volume 8301 Pages 375-376, under Auditor's File No. 51419.

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

AGREEMENT TO SUPPLY WATER

FRANK 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

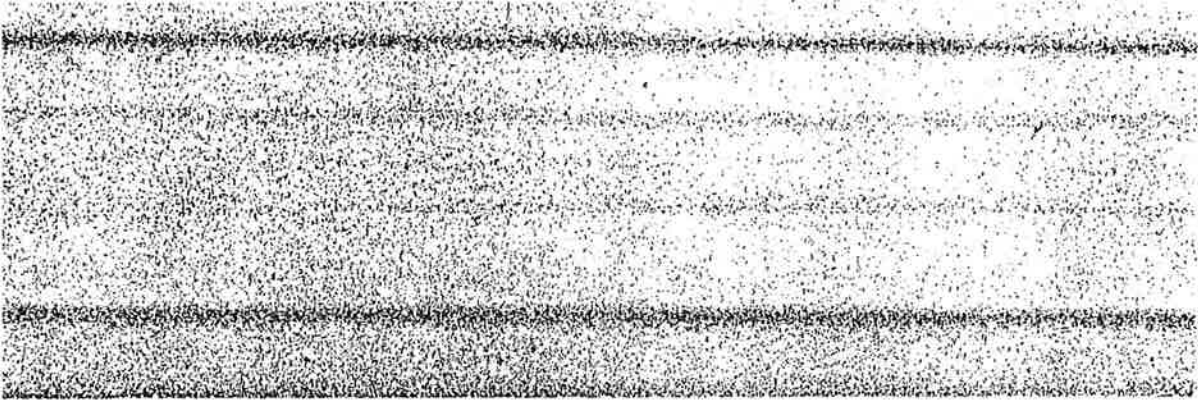
(a) The parties to this Agreement acknowledge they have fully read and they fully understand the purpose, content, and effect of this Agreement.

(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

AGREEMENT TO SUPPLY WATER



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.

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

Easements

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 Rept. No. 24686 Date 6/15/84
E. W. [Signature]
ROBERT KAIN, Pacific County Treasurer



FILED
JUN 15 1984
COUNTY OF PACIFIC

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:

Chue

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 15 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 25th day of May

ROSE MARTIN

and

THERESE MC CONVILLE,

President and

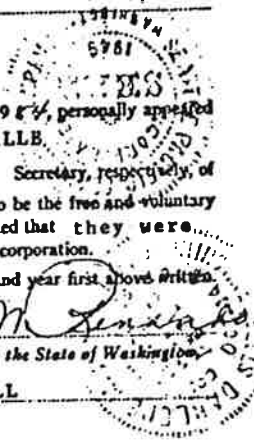
1984, personally appeared

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



**PIONEER NATIONAL
TITLE INSURANCE**

A TICOA 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; **Easement**

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; **Exclusive Easement**

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. **Non-exclusive Easement**

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

vs 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

BYVHUR 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.

Perpetual Easement

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 David D. Hall President
By Jack L. Cain Secretary

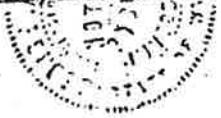
STATE OF WASHINGTON ROBERT KAIN, Pacific County Treasurer

County of Clatsop On this 19th day of May, 1984

before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared David D. Hall and Jack L. Cain to me known to be the President and Secretary, respectively, of Ocean Bay

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

408

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]

8301 375

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°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.

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

VOL 8301 PAGE 376

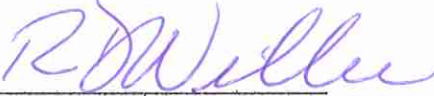
North Beach Public Development Authority


Resolution No. 04 - 2005

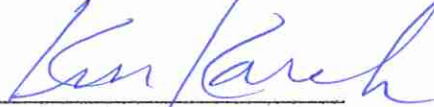
Resolution No. 04 - 2005

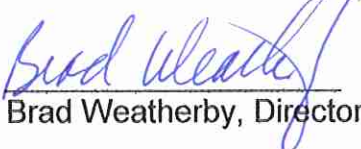
Be it resolved that on this date Monday, October 31, 2005 at a special board meeting of the North Beach Public Development Authority, the Board of Directors Approved the Buy-Sell Agreement offered by Ocean Park Acquisitions, LLC to purchase all outstanding shares of Pacific Water Company, a company wholly owned by Phillip and Virginia Leach for the sum of \$ 1,000,000.

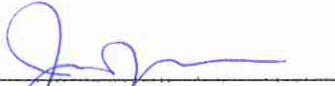
Signed this date; Monday, October 31, 2005


R D Williams, President

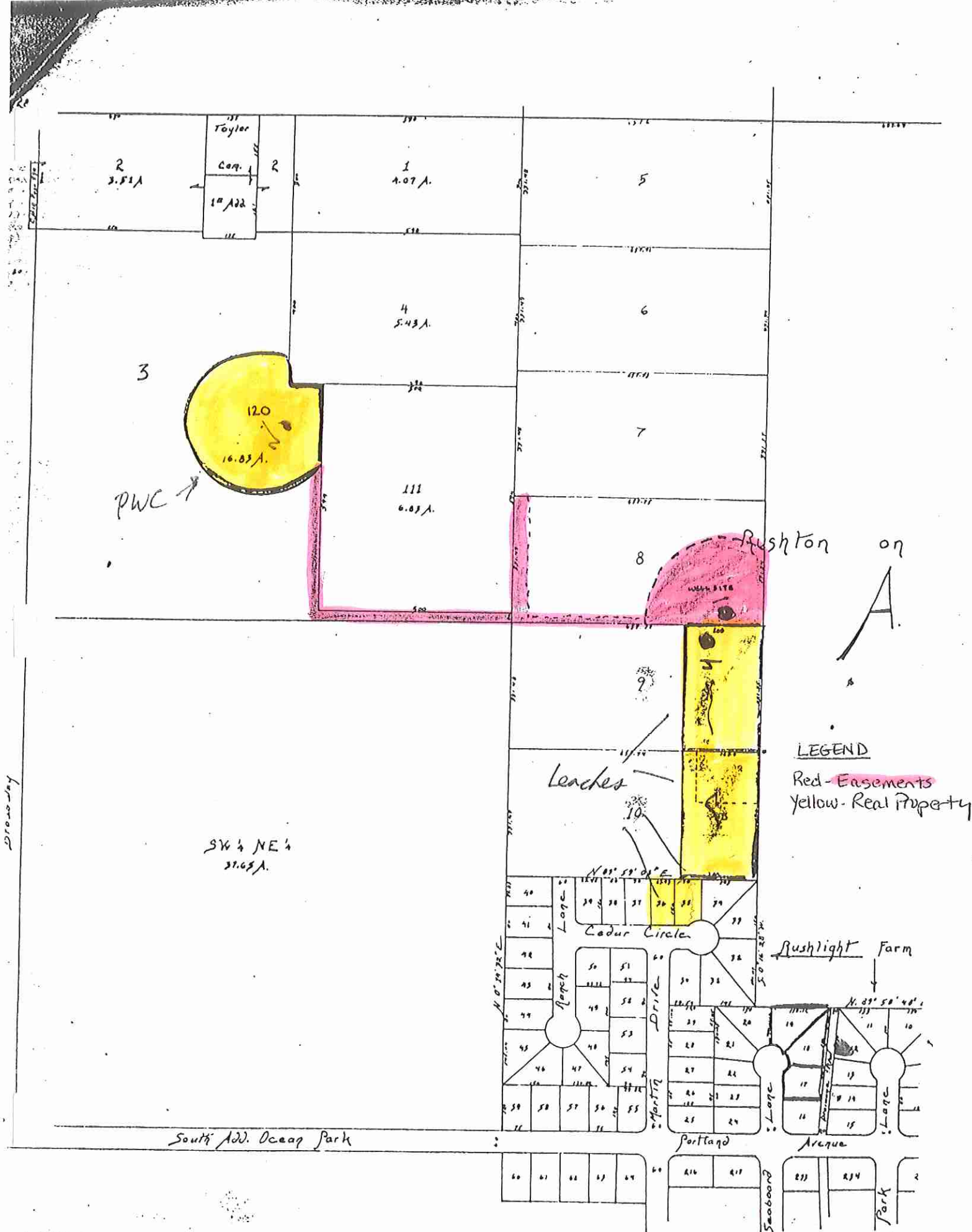

Tom Downer, Treasurer


Ken Karch, Vice President


Brad Weatherby, Director


Jim Hagen, Director


Celsa Johnson, Acting Secretary to the Board





Bruce Walker
County Assessor

Pacific County Assessor



300 Memorial Drive
PO Box 86
South Bend, WA 98586
Phone: (360)875-9301

Property Summary (Appraisal Details)

Parcel Information

Parcel Number: 12113312120
Map Number: 121133 120
Situs: 025620 \U ST
Legal:

Ownership Information

Current Owner: PACIFIC WATER COMPANY INC
Address: P O BOX 1358
City, State: OCEAN PARK, WA
Zipcode: 98640-

Assessment Data

Tax District: 24
Open Space:
Open Space
Date:
Senior
Exemption:
Deeded Acres: 2.73
Last Revaluation
for Tax Year:

Market Value

Land: 13,700
Imp: 0
Perm Crop: 0
Total: 13,700

Taxable Value

Land: 13,700
Imp: 0
Perm Crop: 0
Total: 13,700

Sales History

NO SALES HISTORY RECORDS FOUND!

Building Permits

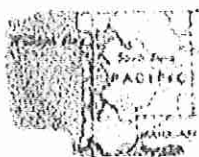
NO ACTIVE PERMITS!

5 Year Valuation Information

Year	Billed Owner	Land	Impr.	PermCrop Value	Total	Exempt	Taxable	Taxes
2005	PACIFIC WATER COMPANY INC	13,700	0	0	13,700		13,700	View Taxes
2004	PACIFIC WATER COMPANY INC	13,700	0	0	13,700		13,700	View Taxes
2003	PACIFIC WATER COMPANY INC	13,700	0	0	13,700		13,700	View Taxes

Parcel Comments

Number	Comment
1	11



Bruce Walker
County Assessor

Pacific County Assessor



300 Memorial Drive
PO Box 86
South Bend, WA 98586
Phone: (360)875-9301

Property Summary (Appraisal Details)

Parcel Information

Parcel Number: 76019409000
Map Number: RUSHTON 09 E200'
Situs: 025600 VZ ST
Legal:

Ownership Information

Current Owner: LEACH, PHILLIP & VIRGINIA
Address: P O BOX 683
City, State: LONG BEACH, WA
Zipcode: 98631

Assessment Data

Tax District: 24
Open Space:
Open Space
Date:
Senior
Exemption:
Deeded Acres: 1.52
Last Revaluation
for Tax Year:

Market Value

Land: 27,000
Imp: 0
Perm Crop: 0
Total: 27,000

Taxable Value

Land: 27,000
Imp: 0
Perm Crop: 0
Total: 27,000

Sales History

NO SALES HISTORY RECORDS FOUND!

Building Permits

NO ACTIVE PERMITS!

5 Year Valuation Information

Year	Billed Owner	Land	Impr.	PermCrop Value	Total	Exempt	Taxable	Taxes
2005	LEACH, PHILLIP & VIRGINIA	27,000	0	0	27,000		27,000	View Taxes
2004	LEACH, PHILLIP & VIRGINIA	27,000	0	0	27,000		27,000	View Taxes
2003	LEACH, PHILLIP & VIRGINIA	27,000	0	0	27,000		27,000	View Taxes
2002	LEACH, PHILLIP & VIRGINIA	0	0	0				View Taxes
2001	LEACH, PHILLIP & VIRGINIA	0	0	0				View Taxes
2000	LEACH, PHILLIP & VIRGINIA	0	0	0				View Taxes

Parcel Comments

Number	Comment
1	6



Bruce Walker
County Assessor

Pacific County Assessor



300 Memorial Drive
PO Box 86
South Bend, WA 98586
Phone: (360)875-9301

Property Summary (Appraisal Details)

Parcel Information

Parcel Number: 76019410000
Map Number: RUSHTON 10 E200'
Situs:
Legal:

Ownership Information

Current Owner: LEACH, PHILLIP & VIRGINIA
Address: P O BOX 683
City, State: LONG BEACH, WA
Zipcode: 98631

Assessment Data

Tax District: 24
Open Space:
Open Space
Date:
Senior
Exemption:
Deeded Acres: 0
Last Revaluation
for Tax Year:

Market Value

Land: 27,000
Imp: 0
Perm Crop: 0
Total: 27,000

Taxable Value

Land: 27,000
Imp: 0
Perm Crop: 0
Total: 27,000

Sales History

NO SALES HISTORY RECORDS FOUND!

Building Permits

NO ACTIVE PERMITS!

5 Year Valuation Information

Year	Billed Owner	Land	Impr.	PermCrop Value	Total	Exempt	Taxable	Taxes
2005	LEACH, PHILLIP & VIRGINIA	27,000	0	0	27,000		27,000	View Taxes
2004	LEACH, PHILLIP & VIRGINIA	27,000	0	0	27,000		27,000	View Taxes
2003	LEACH, PHILLIP & VIRGINIA	27,000	0	0	27,000		27,000	View Taxes
2002	LEACH, PHILLIP & VIRGINIA	0	0	0				View Taxes
2001	LEACH, PHILLIP & VIRGINIA	0	0	0				View Taxes

Parcel Comments

Number	Comment
1	6



Bruce Walker
County Assessor

Pacific County Assessor



300 Memorial Drive
PO Box 86
South Bend, WA 98586
Phone: (360)875-9301

Property Summary (Appraisal Details)

Parcel Information

Parcel Number: 76017000035
Map Number: RUSHLT FRM EST 035
Situs:
Legal: 1/345TH INT IN LOT 28RUSHLIGHT MANOR
ESTATES

Ownership Information

Current Owner: LEACH, PHILLIP & VIRGINIA
Address: P O BOX 683
City, State: LONG BEACH, WA
Zipcode: 98631

Assessment Data

Tax District: 24
Open Space:
Open Space
Date:
Senior
Exemption:
Deeded Acres: 0
Last Revaluation
for Tax Year:

Market Value

Land: 5,000
Imp: 0
Perm Crop: 0
Total: 5,000

Taxable Value

Land: 5,000
Imp: 0
Perm Crop: 0
Total: 5,000

Sales History

NO SALES HISTORY RECORDS FOUND!

Building Permits

NO ACTIVE PERMITS!

5 Year Valuation Information

Year	Billed Owner	Land	Impr.	PermCrop Value	Total	Exempt	Taxable	Taxes
2005	LEACH, PHILLIP & VIRGINIA	5,000	0	0	5,000		5,000	View Taxes
2004	LEACH, PHILLIP & VIRGINIA	5,000	0	0	5,000		5,000	View Taxes
2003	LEACH, PHILLIP & VIRGINIA	14,500	0	0	14,500		14,500	View Taxes
2002	LEACH, PHILLIP & VIRGINIA	0	0	0				View Taxes
2001	LEACH, PHILLIP & VIRGINIA	0	0	0				View Taxes

Parcel Comments

Number	Comment
1	6



Bruce Walker
County Assessor

Pacific County Assessor



300 Memorial Drive
PO Box 86
South Bend, WA 98586
Phone: (360)875-9301

Property Summary (Appraisal Details)

Parcel Information

Parcel Number: 76017000036
Map Number: RUSHLT FRM EST 036
Situs:
Legal: 1/345TH INT IN LOT 28RUSHLIGHT MANOR
ESTATES

Ownership Information

Current Owner: LEACH, PHILLIP & VIRGINIA
Address: P O BOX 683
City, State: LONG BEACH, WA
Zipcode: 98631

Assessment Data

Tax District: 24
Open Space:
Open Space
Date:
Senior
Exemption:
Deeded Acres: 0
Last Revaluation
for Tax Year:

Market Value

Land: 10,000
Imp: 0
Perm Crop: 0
Total: 10,000

Taxable Value

Land: 10,000
Imp: 0
Perm Crop: 0
Total: 10,000

Sales History

NO SALES HISTORY RECORDS FOUND!

Building Permits

NO ACTIVE PERMITS!

5 Year Valuation Information

Year	Billed Owner	Land	Impr.	PermCrop Value	Total	Exempt	Taxable	Taxes
2005	LEACH, PHILLIP & VIRGINIA	10,000	0	0	10,000		10,000	View Taxes
2004	LEACH, PHILLIP & VIRGINIA	10,000	0	0	10,000		10,000	View Taxes
2003	LEACH, PHILLIP & VIRGINIA	12,000	0	0	12,000		12,000	View Taxes
2002	LEACH, PHILLIP & VIRGINIA	0	0	0				View Taxes
2001	LEACH, PHILLIP & VIRGINIA	0	0	0				View Taxes

Parcel Comments

Number	Comment
1	6

Schedule "A"

The appurtenant easements are described as follows:

- 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 the 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.

-continued-

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- 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 auditors 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.

TOGETHER with easements for water system contained within Rushlight Farm Estates, Rushton on the Bay and Rushlight Manor.

... 0107 408

R D Wrote 12/10/05

David, How are we doing on the property/easement research. Here is what I know at this point.

Currently we have plans to place our 12 inch Transmission line due west from the Well Site, in the shaded area of Lot 8, west along the Southern property line of Lot 8, the Neil and Barbara Emond's property, continuing west along the Southern property line of Lot 111, owned by the Hill's, and then continuing west along the Southern property line of Lot 3, currently in an easement, or county right-of way.

I do not completely understand all of this shaded area in Lot 8 at this point, but I assume it is a old easement that was created when the Rushlight Development was developed, and when the water co. was formed to serve the area, but it appears to be on the now Emond's property. Tom Downer and I plan to meet with Neil, prior to the meeting on Monday, so that we can get a full understanding of his issues.

Tom and I met with the Bob and Bobby Hill yesterday and they have agreed to co-operate.

The Hill's own the balance the western portion of Lots 9 & 10, along with Lot 111.

The dispute with the Hill's is this: there is a water line running due south across lots 9 & 10 approximately 80 feet west of Phillip and Virginia's Lot 9 & 10. If you look at the map, and the shaded area where the well site is located, within the circular area of Lot 8, this water line runs due south at approximately where the circle comes to intersect the easement along the southern boundary of Lot 8. It would appear that this water line also intersects and crosses lot 36 to the south. The Hill's indicate that there is no recorded easement. They would like the line either moved or lowered so that they could develop the balance of their property. They initially felt they had a strong case against Phillip, but I think they discovered there is language within the Rushlight covenant that states that water lines may exist pretty much everywhere. I do think all of this is somewhat vague.

The Hill's have agreed to give us a 20 ft. easement, south along the eastern property line of there portion of Lot 9 & 10, which would intersect with our proposed Lot 34. They have also agreed to give us an easement on the northern property line of Lot 9, south of the existing easement of Lot 8 running due west, to the western property line of Lot 9, and the intersection of Lot 8, Lot 9 and Lot 111.

In return the Hill's would like an easement crossing the southern and western property lines of our proposed Lot 9, to get to an area at the approximate intersection of the Southeast intersection of Lot 8/Northeast intersection of Lot 9. The Beach Barron's, a local Car Club, own the property east of Lots 5,6,7,8,and 9. During the Beach Barron's, Rod Run Car Show in September, the Hill's provide attendee's car parking for the show and would like to hold a Swap Meet in conjunction with the show on their Lots 9 & 10, and they would like to get access for pedestrian traffic across our proposed property to the Rod Run Field.

It would be nice if we could give the Hill's access adjacent to the circular area of the well site in Lot 8. but the Emond's may have issue with that.

I would like to accommodate the Hill's, and be a good neighbor, but we need to understand the economics, and the engineer involved. I will have to bring Tom Frare, our Water Engineer into the equation to determine what we can and cannot do, look at the bigger picture, and determine how it would impact our Comprehensive Plan. Tom Frare did indicate to me there were some engineering issues.

The Board will discuss this tomorrow evening, and we will probably send them a letter indicating our willingness to work with them, but I can not give them a total green light prior to the Public Hearing, as they have asked, scheduled for Thursday, December 15, 2005, in South Bend.

Before this hearing, I would like to understand all of these issues and determine if the water co. was given the ability to place their water lines on these properties, just in incase there is a challenge, we can nip it in the bud before someone makes an issue. We may not be able to determine anything, but I would like to try.

When we meet with Neil Emond's, I will update you with our findings.

R D

Response, so far:

12/12/05

David,

I've reviewed the documents that we received from the title company. Unfortunately, they did not send us the CCRs, but I've been told that they will be sent later today.

However, a few other issues to note:

First, the plat restrictions provide that no structures shall be constructed on or over any utility easement.

Second, if the water lines have been in the property for more than 10 years, the water company likely has an easement by prescription. The requisite elements of a prescriptive easement are: that the use be adverse to the right of the owner of the burdened property; that the use be open, notorious, continuous and uninterrupted over the prescriptive period; and that the owner of the burdened property had knowledge of such use at a time when he or she would have been able to assert and enforce his or her rights.

I'll let you know when I've received and reviewed the CCRs.

Thanks,

Marni