

Jefferson Title Company, Inc. 2205 Washington Street PO Box 256 Port Townsend, WA 98368 Phone: (360) 385-2000 Fax: (360) 385-6967

SUPPLEMENTAL #3 TO THE FIRST COMMITMENT

Attention: This Supplemental contains changes which impact Title to Property set forth in the above referenced commitment.

Jefferson Title Company, Inc. 2205 Washington Street Port Townsend, WA 98368 Carolyn Harding

Commitment No.: **87948** Seller : Lala Buyer : Montebanc Mgmt LLC

Schedule "A"

The Commitment Date has been extended to: July 26, 2021 at 8:00 A.M.

Schedule "B"

Paragraph 10 of Schedule B, Part II of the preliminary commitment is amended as follows:

10. General Taxes. The first portion \$ 2,616.70 becomes delinquent after April 30th. The second portion \$ 2,616.09 becomes delinquent after October 31st.

Year	2021
Amount Billed:	\$ 5,232.79
Amount Paid:	\$ 2,616.70
Amount Due:	\$ 2,616.09, plus interest and penalty, if delinquent
Tax Account No .:	001 091 002
Property ID No.:	10621
Assessed value:	\$ 512,580.00
Affects:	Parcel A

General Taxes. The first portion \$ 334.77 becomes delinquent after April 30th. The second portion \$ 334.14 becomes delinquent after October 31st. Year 2021

\$ 668.91
\$ 334.77
\$ 334.14, plus interest and penalty, if delinquent
001 092 005
10628
\$ 63,208.00
Parcel B

General Taxes. The first portion \$ 368.77 becomes delinquent after April 30th. The second portion \$ 368.16 becomes delinquent after October 31st.

1 .	1
Year	2021
Amount Billed:	\$ 736.93
Amount Paid:	\$ 368.77
Amount Due:	\$ 368.16, plus interest and penalty, if delinquent
Tax Account No .:	001 092 006
Property ID No.:	10629
Assessed value:	\$ 68,250.00
Affects:	Parcel C

There has been no change in the title to the property covered by this order since November 16, 2020 at 8:00 A.M., except the matters noted hereinabove and on Supplemental Nos. 1 and 2.

Dated as of July 26, 2021 at 8:00 A.M.

Jefferson Title Company, Inc.

By: Susan Brandt, Title Officer

CC: John L. Scott Real Estate, Terry McHugh CC: Windermere Real Estate, Chip McBroom



Jefferson Title Company, Inc. 2205 Washington Street PO Box 256 Port Townsend, WA 98368 Phone: (360) 385-2000 Fax: (360) 385-6967

SUPPLEMENTAL #2 TO THE FIRST COMMITMENT

Attention: This Supplemental contains changes which impact Title to Property set forth in the above referenced commitment.

Jefferson Title Company, Inc. 2205 Washington Street Port Townsend, WA 98368 Carolyn Harding

Commitment No.: **87948** Seller : Lala Buyer : Montebanc Management

Schedule "A"

The Owners Policy coverage is amended as follows:

ALTA Owners Policy Standard	\$2,500,000.00
Premium	\$4,264.00
Tax	\$383.76

Proposed Insured: Montebanc Management, LLC, a Washington limited liability company

Schedule "B"

Paragraph 10 of Schedule B Part II of the preliminary commitment is amended as follows:

General Taxes. The first portion \$ 2,616.70 becomes delinquent after April 30th. The second portion \$ 2,616.09 becomes delinquent after October 31st.

Year	2021
Amount Billed:	\$ 5,232.79
Amount Paid:	\$ 0.00
Amount Due:	\$ 5,232.79, plus interest and penalty, if delinquent
Tax Account No .:	001 092 002
Property ID No.:	10621
Assessed value:	\$ 512,580.00
Affects:	Parcel A

General Taxes. The first portion \$ 334.77 becomes delinquent after April 30th. The second portion \$ 334.14 becomes delinquent after October 31st. 2021 Year Amount Billed: \$668.91 Amount Paid: \$ 0.00 Amount Due: \$ 668.91, plus interest and penalty, if delinquent Tax Account No.: 001 092 005 Property ID No.: 10628 Assessed value: \$ 63,208.00 Affects: Parcel B General Taxes. The first portion \$ 368.77 becomes delinquent after April 30th. The second portion \$ 368.16 becomes delinquent after October 31st.

I · · · · · · · · · · · · · · ·	
Year	2021
Amount Billed:	\$ 736.93
Amount Paid:	\$ 0.00
Amount Due:	\$ 736.93, plus interest and penalty, if delinquent
Tax Account No .:	001 091 006
Property ID No.:	10629
Assessed value:	\$ 68,250.00
Affects:	Parcel C

 \boxtimes Except as the matters reported hereinabove, the title to the property covered by this order has **NOT** been reexamined.

Dated as of March 22, 2021 at 8:00 A.M.

Jefferson Title Company, Inc.

By: Susan Brandt, Title Officer

CC: John L. Scott Real Estate, Terry McHugh CC: Windermere Real Estate, Chip McBroom



Jefferson Title Company, Inc. 2205 Washington Street PO Box 256 Port Townsend, WA 98368 Phone: (360) 385-2000 Fax: (360) 385-6967

SUPPLEMENTAL #1 TO THE FIRST COMMITMENT

Attention: This Supplemental contains changes which impact Title to Property set forth in the above referenced commitment.

Jefferson Title Company, Inc. 2205 Washington Street Port Townsend, WA 98368 Carolyn Harding

Commitment No.:87948Seller:LalaBuyer:Montebanc Management, LLC

Schedule "A"

 \boxtimes The vesting is amended as follows:

Jeremy Elgin Lala and Sarah Katherine McHugh, a married couple as to Parcel A and Jeremy Elgin Lala also shown of record as Jeremy E. Scott, as his separate estate, as to Parcels B and C

Schedule "B"

Paragraphs 6, 7, 12 and 13 are hereby deleted from Schedule B Part I.

 \boxtimes Except as the matters reported hereinabove, the title to the property covered by this order has **NOT** been reexamined.

Dated as of March 9, 2021 at 8:00 A.M.

Jefferson Title Company, Inc.

By: Susan Brandt, Title Officer

CC: John L. Scott Real Estate, Terry McHugh CC: Windermere Real Estate, Chip McBroom



Order Summary Sheet for Commitment No.: 87948

Enclosed: Preliminary Title Commitment

The following information is for your convenience and not part of the Preliminary Title Commitment. You should read the attached Preliminary Title Commitment very carefully. If you have any questions about your commitment please contact us at (360) 385-2000 during business hours Monday through Friday from 8:00am to 5:00pm PST or email your contact below.

Property Address: 5 Rainier, Port Townsend, WA 98368

Seller: Jeremy Lala and Sarah McHugh

Buyer: Montebanc Management, LLC

Your Escrow Contact:

Carolyn Harding Escrow Officer / L.P.O.carolyn@jeffersontitlecompany.com

Your Title Contact:

Susan Brandt Title Officer.....susan@jeffersontitlecompany.com

Recording Department:

Please be advised that we require an email to release all recordings. Thank you in advance for your assistance!

We know you have a choice when choosing Title & Escrow Services, **THANK YOU** for choosing JEFFERSON TITLE COMPANY!

2205 Washington Street, Port Townsend, WA 98368 | phone 360.385.2000 | fax 360.385.6967 | www.jeffersontitlecompany.com



ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Commitment

First American Title™

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, *First American Title Insurance Company*, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Dennis J. Gilmore, President

Jeffrey S. Robinson, Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA[®] Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.
- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements;
 - (f) Schedule B, Part II—Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I— Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

This page is only a part of a 2016 ALTA[®] Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

This page is only a part of a 2016 ALTA[®] Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



Privacy Policy

Effective: November 1, 2019

Notice Last Updated: November 1, 2019

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as "First American," "we," "us," or "our") collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties. For more information about our privacy practices, please visit <u>https://www.firstam.com/privacy-policy/index.html</u>. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

<u>What Type of Information Do We Collect About You?</u> We collect both **personal** and **non-personal information** about and from you. **Personal information** is non-public information that can be used to directly or indirectly identify or contact you. **Non-personal information** is any other type of information.

<u>How Do We Collect Your Information?</u> We collect your **personal** and **non-personal information**: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

<u>How Do We Use Your Information?</u> We may use your personal information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. We may use your **non-personal information** for any purpose.

How Do We Share Your Personal Information? We do not sell your **personal information** to nonaffiliated third parties. We will only share your **personal information**, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. If you have any questions about how First American shares your **personal information**, you may contact us at dataprivacy@firstam.com or toll free at 1-866-718-0097.

How Do We Secure Your Personal Information? The security of your personal information is important to us. That is why we take commercially reasonable steps to make sure your **personal information** is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your **personal information**.

<u>How Long Do We Keep Your Personal Information?</u> We keep your **personal information** for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

<u>Your Choices</u>: We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your **personal information**. In accordance with applicable law, your controls and choices. You can learn more about your choices, and exercise these controls and choices, by sending an email to dataprivacy@firstam.com or toll free at 1-866-718-0097.

International Jurisdictions: Our Products are hosted and offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your **personal information** to us in the US, and you consent to that transfer and use of your **personal information** in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.

Contact Us: dataprivacy@firstam.com or toll free at 1-866-718-0097.

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For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

<u>Right to Know</u>. You have a right to request that we disclose the following information to you: (1) the categories of **personal information** we have collected about or from you; (2) the categories of sources from which the **personal information** was collected; (3) the business or commercial purpose for such collection and/or disclosure of your personal information; (4) the categories of third parties with whom we have shared your **personal information**; and (5) the specific pieces of your **personal information** we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit toll-free at 1-866-718-0097 and submitting written proof of such authorization to dataprivacy@firstam.com.

<u>Right of Deletion</u>. You also have a right to request that we delete the **personal information** we have collected from you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097 and submitting written proof of such authorization to <u>dataprivacy@firstam.com</u>.

<u>Verification Process</u>. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the personal information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Right to Opt-Out. We do not sell your personal information to third parties, and do not plan to do so in the future.

<u>Right of Non-Discrimination</u>. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any away if you choose to exercise your rights under the CCPA.

<u>Collection Notice</u>. The following is a list of the categories of personal information we may have collected about California residents in the twelve months preceding the date this Privacy Notice was last updated, including the business or commercial purpose for said collection, the categories of sources from which we may have collected the personal information, and the categories of third parties with whom we may have shared the personal information:

Categories of Personal Information Collected	The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description, including protected characteristics under federal or state law; address; telephone number; passport number; driver's license number; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer.
Categories of Sources	Categories of sources from which we've collected personal information include, but may not be limited to: the consumer directly; public records; governmental entities; non-affiliated third parties; social media networks; affiliated third parties
Business Purpose for Collection	The business purposes for which we've collected personal information include, but may not be limited to: completing a transaction for our Products; verifying eligibility for employment; facilitating employment; performing services on behalf of affiliated and non-affiliated third parties; debugging to identify and repair errors that impair existing intended functionality on our Websites, Applications, or Products; protecting against malicious, deceptive, fraudulent, or illegal activity
Categories of Third Parties Shared	The categories of third parties with whom we've shared personal information include, but may not be limited to: advertising networks; internet service providers; data analytics providers; service providers; government entities; operating systems and platforms; social media networks; non-affiliated

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third parties; affiliated third parties

Categories of Personal Information We Have Sold In The Past Year. We have not sold any personal information of California residents to any third party in the twelve months preceding the date this Privacy Notice was last updated.

Categories of Personal Information Disclosed For A Business Purpose In The Past Year. The following is a list of the categories of **personal information** of California residents we may have disclosed for a business purpose in the 12 months preceding the date this Privacy Notice was last updated: The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description, including protected characteristics under federal or state law; address; telephone number; passport number; driver's license number; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer.

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First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule A

87948

Transaction Identification Data for reference only: Issuing Agent: Jefferson Title Company, Inc.

Issuing Office: 2205 Washington Street, PO Box 256 Port Townsend, WA 98368

Issuing Office's ALTA® Registry ID: 400038 Commitment No.: 87948 Property Address: 1601 Rainier, Port Townsend, WA 98368

SCHEDULE A

- 1. Commitment Date: November 16, 2020 at 8:40AM
- 2. Policy to be issued:

(a)

ALTA® Owner Policy Standard
 Basic Rate
 Proposed Insured: Montebanc Management, LLC, a Washington limited
 liability company
 Proposed Policy Amount: \$2,400,000.00
 Premium: 4,124.00
 Sales Tax: 371.16

- 3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple
- 4. The Title is, at the Commitment Date, vested in:

Jeremy Elgin Lala and Sarah Katherine McHugh, each presumptively subject to the community interest of their respective spouse on September 13, 2016, as to Parcel A and Jeremy Elgin Lala, also shown of record as Jeremy E. Scott, as his separate estate, as to Parcels B and C

Your title officer for this transaction is **Susan Brandt**. If you have any questions concerning this title commitment, please do not hesitate to call me at (360) 385-2000 or email susan@jeffersontitlecompany.com.

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5. The Land is described as follows:

Parcel A:

That portion of the East ¹/₂ of the Northwest ¹/₄ and the West ¹/₂ of the Northeast ¹/₄ of Section 9, Township 30 North, Range 1 West, W.M., in Jefferson County, Washington, more particularly described as follows:

The East 1/2 of the Southeast 1/4 of the Northeast 1/4 of the Northwest 1/4 of said Section 9;

TOGETHER WITH the East ¹/₂ of the Northeast ¹/₄ of the Southeast ¹/₄ of the Northwest ¹/₄ of said Section 9;

ALSO TOGETHER WITH that portion of the West ½ of the Northeast ¼ of said Section 9 described as follows: Beginning at the Northwest corner of said Northeast ¼;

Thence South 02° 01' 49" West along the West line of said Northeast quarter a distance of 551.99 feet to the True Point of Beginning;

Thence leaving said West line, South 88° 42' 53" East a distance of 418.27 feet;

Thence South 01° 40' 58" West parallel with Rainier Street (Roy Street) as established per the plat of Motor Line Addition as recorded in Volume 2 of Plats, Page 10, records of Jefferson County, Washington, a distance of 1,087.90 feet to the North boundary of 15th Street (Oregon Street) as platted in Glenwood Addition to Port Townsend as per plat recorded in Volume 1 of Plats Page 62, records of Jefferson County, Washington;

Thence North 88° 30' 10" West along said Northerly boundary of 15th Street, a distance of 424.85 feet to the West line of said Northeast ¹/₄;

Thence North 02° 01' 49" East along said West line, a distance of 1,086.40 feet to the True Point of Beginning.

Situate in the County of Jefferson, State of Washington.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



Parcel B:

That portion of the West ½ of the Northeast ¼ of Section 9, Township 30 North, Range 1 West, W.M., Jefferson County, Washington, more particularly described as follows:

Beginning at the Northwest corner of said Northeast ¼;

Thence South 02° 01' 49" West along the West line of said Northeast 1/4 a distance of 551.99 feet;

Thence leaving said West line, South 88° 42' 53" East a distance of 418.27 feet to the True Point of Beginning; Thence South 01° 40' 58" West parallel with Rainier Street (Roy Street) as established per the plat of Motor Line Addition as recorded in Volume 2 of Plats, page 10, records of Jefferson County, Washington, a distance of 538.05 feet to a point on the Westerly prolongation of the North boundary of 16th Street as established per said plat of Motor Line Addition;

Thence South 88° 42' 33" East along said Westerly prolongation of 16th Street a distance of 585.01 feet to the West boundary of said Rainier Street;

Thence North 01° 40' 58" East along said Westerly boundary of Rainier Street, a distance of 104.90 feet;

Thence leaving said Westerly boundary, North 14° 23' 53" West a distance of 108.30 feet;

Thence North 01° 40' 58" East a distance of 73.98 feet;

Thence North 41° 36' 25" West a distance of 347.98 feet;

Thence North 88° 42' 53" West a distance of 316.40 feet to the True Point of Beginning.

Situate in the County of Jefferson, State of Washington.

Parcel C:

That portion of the West ½ of the Northeast ¼ of Section 9, Township 30 North, Range 1 West, W.M., Jefferson County, Washington, more particularly described as follows:

Beginning at the Northwest corner of said Northeast 1/4;

Thence South 02° 01' 49" West along the West line of said Northeast 1/4 a distance of 551.99 feet;

Thence leaving said West line, South 88° 42' 53" East a distance of 418.27 feet;

Thence South 01° 40' 58" West parallel with Rainier Street (Roy Street) as established per the plat of Motor Line Addition as recorded in Volume 2 of Plats, page 10, records of Jefferson County, Washington, a distance of 538.05 feet to a point on the Westerly prolongation of the North boundary of 16th Street as established per said plat of Motor Line Addition and also being the True Point of Beginning;

Thence continuing South 01° 40' 58" West a distance of 549.85 feet to the North boundary of 15th Street (Oregon Street) as platted in Glenwood Addition to the City of Port Townsend, as per plat recorded in Volume 1 of Plats, page 62, records of Jefferson County, Washington;

Thence South 88° 30' 10" East along said Northerly boundary of 15th Street, a distance of 585.00 feet to the Westerly boundary of Rainier Street;

Thence North 01° 40' 58" East along said Westerly boundary of Rainier Street, a distance of 551.96 feet to said Westerly prolongation of the North boundary of 16th Street;

Thence North 88° 42' 33" West along said Westerly prolongation, a distance of 585.01 feet to the True Point of Beginning.

Situate in the County of Jefferson, State of Washington.

First American Title™	ALTA Commitment for Title Insurance
Schedule B – Part I	87948

Commitment No.: 87948

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SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

- 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- 5. Any instrument should be executed in the name of Jeremy Elgin Lala, who also appears of record as Jeremy E. Scott, in order to impart constructive notice.
- 6. Right, Title and Interest of the spouse of Jeremy Elgin Lala, vested owner, on September 13, 2016, the date the vested owner acquired title. The deed conveying title to the vested owner did not disclose his or her marital status. If the vested owner was then unmarried or was married to a spouse who is joining in the execution of the forthcoming instrument, a statement to that effect will be sufficient; otherwise, any interest of the vested owner's spouse on that date must be cleared.
- 7. Right, Title and Interest of the spouse of Sarah Katherine McHugh, vested owner, on September 13, 2016, the date the vested owner acquired title. The deed conveying title to the vested owner did not disclose his or her marital status. If the vested owner was then unmarried or was married to a spouse who is joining in the execution of the forthcoming instrument, a statement to that effect will be sufficient; otherwise, any interest of the vested owner's spouse on that date must be cleared.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



8. We note that the prior vesting document contained an easement and may also be in the forthcoming document(s), which is not included in the land described in Schedule A:

TOGETHER WITH an easement for ingress, egress and utilities, over the West 40 feet and the South 30 feet of the East ¹/₂ of the Northeast ¹/₄ of the Southeast ¹/₄ of the Northwest ¹/₄ of said Section 9, Township 30 North, Range 1 West, W.M., in Jefferson County, Washington.

Affects: Parcel A

ALSO TOGETHER WITH and subject to an access and utility easement over, under and across a 30-foot wide strip, situate in the Northwest ¼ of the Northeast ¼ of Section 9, Township 30 North, Range 1 West, W.M., in Jefferson County, Washington, the centerline of which is described as follows:

Beginning at the Northwest corner of said Northeast ¹/₄;

Thence along the West line of said Northeast ¹/₄, South 02° 01' 52" West 552.03 feet;

Thence leaving said West line, South 88° 42' 10" East 775.82 feet;

Thence South 41° 36' 03" East 331.94 feet to the West margin of Rainier Street (Roy Street) as established per the plat of Motor Line Addition as recorded in Volume 2 of Plats, page 10, records of Jefferson County, Washington; Thence South 01° 40' 46" West along said Westerly margin 167.46 feet to the True Point of Beginning; Thence leaving said West margin North 87° 58' 49" West 731.34 feet and the terminus.

Affects: Parcel A & B

- Evidence of the authority of the individual(s) to execute the forthcoming document for Montebanc Management LLC, a Washington limited liability company, copies of the current operating agreement should be submitted prior to closing.
- 10. According to the Secretary of State for Washington State, the corporate license for **Montebanc Management LLC** will expire on May 31, 2021, if closing takes place after that date, we will require proof of renewal.
- 11. Attached herewith is First American Title's form of Owner/Seller Affidavit. This form must be completed and signed before a notary public and returned to Jefferson Title Company. Please do so as soon as possible so as not to cause any delay in closing of your transaction.
- 12. Because of the high liability requested, this Preliminary Commitment for Title Insurance is issued subject to amendment or modification by the Regional Underwriter for First American Title Insurance Company. No final Policy of Title Insurance will be issued until written authorization is received by First American Title Insurance Company. Receipt of approval and any amendments or modifications of the Preliminary Commitment will be reported by Supplemental Report.

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13. The land described in this commitment appears to be residential in nature and may be subject to the provisions of RCW 6.13.010, et seq. (homestead statute) if the land is occupied as a primary residence. If the land is occupied as a primary residence, RCW 6.13.060 requires that all documents conveying or encumbering the land must be executed by each spouse or domestic partner, individually. Alternatively, the company will accept a deed identifying the nonvested spouse occupying the property as the Grantor and the vested spouse as the Grantee. This applies if the nonvested spouse currently resides in the residence or if the vested spouse resides in the residence and the nonvested spouse doesn't reside in the residence but has lived there within the previous 6 months. In the event that the company receives documents to insure that are not executed as required, the company may be unable to record or to insure the transaction. Please contact your Title Officer if you have any questions.

Applies to Parcel A only

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A MERICA	ALTA Commitment for Title Insurance
First American Title™	ISSUED BY
- The according to the second se	First American Title Insurance Company
Schedule B – Part II	87948

SCHEDULE B, PART II

Exceptions (Continued)

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
- 2. 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
- 3. 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 or persons in possession thereof.
- 4. Easements, claims of easement or encumbrances which are not shown by the public records.
- 5. 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 public record.
- 6. (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.
- 7. Any lien, or right to a lien, for services, Labor or Material therefore or hereafter furnished, imposed by law and not shown by the public records. Any lien, or right to lien, for services, labor materials or medical assistance theretofore or hereafter furnished, imposed by law and not shown by the public records.
- 8. Any service installation, connection, maintenance, construction, tap or reimbursement charges/costs for sewer, water, garbage or electricity.

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- 9. Lien of the real estate excise sales tax and surcharge upon any sale of said premises, if unpaid.
- 10. General taxes for the year 2020 which have been paid.

Amount:	\$ 5,121.85
Tax Account No.:	001 091 002
Property ID No.:	10621
Assessed value:	\$ 490,861.00
Affects:	Parcel A

General taxes for the year 2020 which have been paid.Amount:\$ 652.39Tax Account No.:001 092 005Property ID No.:10628Assessed value:\$ 60,198.00Affects:Parcel B

General taxes for the year 2020 which have been paid.Amount:\$ 702.23Tax Account No.:001 092 006Property ID No.:10629Assessed value:\$ 65,000.00Affects:Parcel C

- Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records.
- 12. Reservations contained in deed from the State of Washington recorded under in Volume 87 of Deeds, page 125, reserving all oil, gases, coal, ores, minerals, fossils, etc., and the right for opening, developing and working the same, together with any right to acquire easements or rights of way; Providing that all such rights shall not be exercised until provision has been made to compensate for damage sustained by reason of the exercise of such rights.

This exception does not constitute a statement as to the ownership of this interest or right. There may be leases, grants, exceptions or reservations of such interests that are not listed

Affects: Parcel A

13. A record of survey recorded March 20, 1984 under Recording No. 288503, said survey discloses the following matters:

Proposed Easement over the South 30 feet of a portion of Parcel A

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14. Reservation contained in County Contract No. 542, as follows:

And there is reserved from the lands herein described a right of way thereon from all public highways that may be constructed by the authority of the Board of Commissioners of Jefferson County, Washington.

Affects: A portion of Parcel A

15. Reservations and Exceptions, including the Terms and Conditions thereof.

Reserving:	Minerals	
Reserved by:	Alfred C. Smith, a widower	
Recorded:	July 12, 1971	
Recording No.:	209602	
Affects:	Portion of Parcel A	

This exception does not constitute a statement as to the ownership of this interest or right. There may be leases, grants, exceptions or reservations of such interests that are not listed.

16. Easement, including terms and provisions contained therein:
Recorded:December 31, 1987Recording No.:312280For:Ingress and egress and utilities

17. A record of survey recorded February 18, 1992 under Recording No. 347482, said survey discloses the following matters:

Location of barbed wire fence along a portion of the South boundary of Parcel C

Portion of Parcel A

18. Access and Utility Easement as created by instrument recorded November 5, 2001 under Auditor's File no. 449206

Affects: Parcel A and B

Affects:

19. Easement, including to	erms and provisions contained therein:
Recorded:	July 24, 2015
Recording No.:	592950
In favor of:	The City of Port Townsend, a Municipal Corporation
For:	Temporary Construction Easement from the date of commencement of construction for a period of one year or until the completion of the construction of the City of Port
	Townsend Water Treatment Facility Project, whichever is earlier, for any and all purposes incidental to the construction of the above-mentioned project.
Affects:	Parcels B and C

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20. Right of Way and Utility Easement imposed by instrument recorded on December 31, 2015, under Recording No. 596561.

Affects: Parcel B

- 21. Lot Line Adjustment Statement of Intent imposed by instrument recorded on December 31, 2015, under Recording No. 596562.
- 22. Deed of Trust and the terms and conditions thereof:Grantor:Jeremy E.L. Scott and Nancy E. ScottTrustee:First American TitleBeneficiary:Steve and Roxanne EddinsAmount:\$ 15,000.00Dated:July 6, 2009Recorded:October 8, 2009Recording No.:542072

Said Deed of Trust does not contain a legal description and it is unclear about what property it affects.

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INFORMATIONAL NOTES

- A. Effective January 1, 1997, and pursuant to amendment of Washington State Statutes relating to standardization of recorded documents, certain format content requirements must be met (refer to RCW 65.04.045). Failure to comply may result in rejection of the document by the recorder or additional fees being charged, subject to Auditor's discretion.
- B. Any sketch 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 Land and Jefferson Title Company, Inc. 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 the standardization requirements. The full text of the description must appear in the documents(s) to be insured.

Ptn NE & NW 9-30-1W

- D. The legal description in this commitment is based on information provided with the application and the public records as defined in the policy to issue. The parties to the forthcoming transaction must notify the title insurance company prior to closing if the description does not conform to their expectations.
- E. The situs address of the property herein described is:

1601 Rainier Port Townsend, WA 98368

- F. According to the application for title insurance, title is to vest in Montebanc Management, LLC. Examination of the records discloses no matters pending against said party.
- G. As of the date hereof there are no matters against Jeremy Elgin Lala and Sarah Katherine McHugh, which would appear as exceptions in the policy to issue, except as shown herein.

PLEASE NOTE: THERE WILL BE A FEE OF \$5.45 <u>PER E-RECORDED DOCUMENT</u> INCLUDED ON ALL RECORDING INVOICES.

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

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602202 PGS:4 QCD 99/13/2016 01:39 PM \$76.00 JEREMY ELGIN LALA Jefferson County WA Auditor's Office - Rose App Carroll, Auditor ⋏⋏⋤_⋑⋼⋎⋶⋬⋳⋎⋶⋰⋕⋬⋬⋎⋵⋰⋳⋕⋎∊⋣⋰⋛⋎∊⋏⋰⋶⋰⋚⋎∊⋛⋪ մ չէի շորթյուն 🖬 🛙

RETURN TO: Jeremy Elgin Lala 1601 Ranier Street Port Townsend, WA 98368 Telephone: 360.390.8537

QUIT CLAIM DEED

GRANTOR: JEREMY ELGIN LALA, a married man

GRANTEE: JEREMY ELGIN LALA, a married man SARAH KATHERINE MCHUGH, a married woman

TAX PARCEL NOS: 001091002

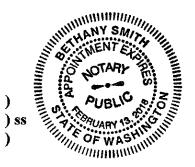
THE GRANTOR, JEREMY ELGIN LALA, FOR AND IN CONSIDERATION OF love and affection, hereby conveys and quit claims to JEREMY ELGIN LALA, a married man and SARAH KATHERINE MCHUGH, a married woman GRANTEE, and his successors and assigns, all interest in the following described real estate:

PARCEL "A": SEE ATTACHED Section 9, Township 30 North Range | West IN WITNESS WHEREOF, this Quit Claim Deed is executed on this 13 th day of

SEPTEMBER 2016.

GRANTOR: JUJE JEREMY E. LALA

Page 1 of 3

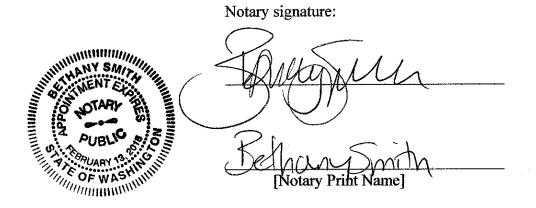


STATE OF WASHINGTON

COUNTY OF JEFFERSON

On this day before me personally appeared JEREMY E. LALA, to me known to be the individual described in, and who executed, the 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 3 day of September 2016.



NOTARY PUBLIC in and for the State of Washington, residing at:

My commission expires: 2(13)2018

Parcel Description

That portion of the East half of the Northwest quarter and the West half of the Northeast quarter of Section 9, Township 30 North, Range 1 West, W.M., in Jefferson County, Washington, more particularly described as follows:

The East half of the Southeast quarter of the Northeast quarter of the Northwest quarter of said Section 9;

Together with: the East half of the Northeast quarter of the Southeast quarter of the Northwest quarter of said Section 9;

Also Together with: that portion of the West half of the Northeast quarter of said Section 9 described as follows:

Beginning at the Northwest corner of said Northeast quarter;

Thence South 02°01'49" West along the West line of said Northeast quarter a distance of 551.99 feet to the True Point of Beginning;

Thence leaving said West line, South 88°42'53" East a distance of 418.27 feet;

Thence South 01°40'58" West parallel with Rainier Street (Roy Street) as established per the plat of Motor Line Addition as recorded in Volume 2 of Plats, Page 10, records of Jefferson County,

Washington, a distance of 1087.90 feet to the North boundary of 15th Street (Oregon Street) as platted in Glenwood Addition to Port Townsend as per Plat recorded in Volume 1 of Plats, Page 62, records of Jefferson County, Washington;

Thence North 88°30'10" West along said Northerly boundary of 15th Street, a distance of 424.85 feet to the West line of said Northeast quarter;

Thence North 02°01'49" East along said West line, a distance of 1086.40 feet to the True Point of Beginning.

Subject to: all easement, restrictions, covenants and reservations of record, if any; Page 3 of 5 Lala LLA RETURN TO: Jeremy Elgin Lala 1601 Ranier Street Port Townsend, WA 98368 Telephone: 360.390.8537

QUIT CLAIM DEED

605220 PGS:4

L BALFLADT WELLINGT, LANDELING & BALAD TON, BALAT

QCD

arroll, Auditor

GRANTOR: **NANCY E. SCOTT**, a single woman

GRANTEE: JEREMY ELGIN LALA, a married man

THE GRANTOR, NANCY E. SCOTT, FOR AND IN CONSIDERATION

OF love and affection, hereby conveys and quit claims to JEREMY ELGIN LALA, a married man, GRANTEE, and his successors and assigns, all interest in the following described real estate: Sec 9 Tww 30 km

PARCEL :001091002 TAX #60

PARCEL :001092005 TAX #61

PARCEL :001092006 TAX #62

PARCEL :001091002

TAX# 60

That portion of the East half of the Northwest quarter and the West half of the Northeast quarter of Section 9, Township 30 North, Range 1 West, W.M., in Jefferson County, Washington, more particularly described as follows:

The East half of the Southeast quarter of the Northeast quarter of the Northwest quarter of said Section 9;

Together with: the East half of the Northeast quarter of the Southeast quarter of the Northwest quarter of said Section 9;

Also Together with: that portion of the West half of the Northeast quarter of said Section 9 described as follows:

Beginning at the Northwest corner of said Northeast quarter;

Thence South 02°01'49" West along the West line of said Northeast quarter a distance of 551.99 feet to the True Point of Beginning;

Thence leaving said West line, South 88°42'53" East a distance of 418.27 feet;

Thence South 01°40'58" West parallel with Rainier Street (Roy Street) as established per the plat of Motor Line Addition as recorded in Volume 2 of Plats, Page 10, records of Jefferson County,

Washington, a distance of 1087.90 feet to the North boundary of 15th Street (Oregon Street) as platted in Glenwood Addition to Port Townsend as per Plat recorded in Volume 1 of Plats, Page 62, records of Jefferson County, Washington;

Thence North 88°30'10" West along said Northerly boundary of 15th Street, a distance of 424.85 feet to the West line of said Northeast quarter;

Thence North 02°01'49" East along said West line, a distance of 1086.40 feet to the True Point of Beginning.

Subject to: all easement, restrictions, covenants and reservations of record, if any;

PARCEL 001092005

TAX #61

That portion of the West half of the Northeast quarter of Section 9, Township 30 North, Range 1 West, W.M. More particularly described as follows:

Beginning at the Northwest corner of said Northeast quarter;

Thence South 02°01'49" West along the West line of said Northeast quarter a distance of 551.99 feet; Thence leaving said West line, South 88°42'53" East a distance of 418.27 feet to the True Point of Beginning:

Thence South 01°40'58" West parallel with Rainier Street (Roy Street) as established per the plat of Motor Line Addition as recorded in Volume 2 of Plats, Page 10, records of Jefferson County,

Washington, a distance of 538.05 feet to a point on the Westerly prolongation of the North boundary of 16th Street as established per said plat of Motor Line Addition;

Thence South 88°42'33" East along said Westerly prolongation of 16th street a distance of 585.01 feet to the West boundary of said Rainier Street;

Thence North 01°40'58" East along said Westerly boundary of Rainier Street, a distance of 104.90 feet:

Thence leaving said Westerly boundary, North 14°23'53" West a distance of 108.30 feet. Thence North 01°40'58" East a distance of 73.98 feet:

Thence North 41*36'25" West a distance of 347.98 feet;

Thence North 88°42'53" West a distance of 316.40 feet to the True Point of Beginning.

Subject to: all casement, restrictions, covenants and reservations of record, if any;

PARCEL: 001092006

TAX #62

That portion of the West half of the Northeast quarter of Section 9, Township 30 North, Range 1 West, W.M. More particularly described as follows:

Beginning at the Northwest corner of said Northeast quarter;

Thence South 02°01'49" West along the West line of said Northeast quarter a distance of 551.99 feet; Thence leaving said West line, South 88°42'53" East a distance of 418.27 feet;

Thence South 01°40'58" West parallel with Rainier Street (Roy Street) as established per the plat of Motor Line Addition as recorded in Volume 2 of Plats, Page 10, records of Jefferson County, Washington, a distance of 538.05 feet to a point on the Westerly prolongation of the North boundary of 16th Street as established per said plat of Motor Line Addition and also being the True Point of Beginning:

Thence continuing South 01°40'58" West a distance of 549.85 feet to the North boundary of 15th Street (Oregon Street) as platted in Glenwood Addition to Port Townsend as per Plat recorded in Volume 1 of Plats, Page 62, records of Jefferson County, Washington;

Thence South 88°30'10" East along said Northerly boundary of 15th Street, a distance of 585.00 feet to the West boundary of said Rainier Street;

Thence North 01°40'58" East along said Westerly boundary of Rainier Street a distance of 551.96 feet to the said Westerly prolongation of the North boundary of 16th Street;

Thence North 88°42'33" West along said Westerly prolongation a distance of 585.01 feet to the True Point of Beginning.

Subject to: all easements, restrictions, covenants and reservations of record, if any;

IN WITNESS WHEREOF, this Quit Claim Deed is executed on this <u>184k</u> day of January 2017.

Mane GRANTOR: NAncy E. Scott

STATE OF WASHINGTON)) ss COUNTY OF JEFFERSON)

On this day before me personally appeared NANCY E. SCOTT, to me known to be the individual described in, and who executed, the 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 18th day of January 2017.

Notary signature:

Notary Print Name

NOTARY PUBLIC in and for the State of Washington, residing at:

1231 WARK St.

My commission expires: ______10/2

Notary Public State of Washington DIANA'S HENLEY My Appointment Expires Dec 10, 2019 RETURN TO: Jeremy Elgin Lala 1601 Ranier Street Port Townsend, WA 98368 Telephone: 360.390.8537

QUIT CLAIM DEED

GRANTOR: **NANCY E. SCOTT**, a single woman

GRANTEE: JEREMY ELGIN LALA, a married man

TAX PARCEL NOS: 001092005 (Parcel "B"); and 001092006 (Parcel "C")

THE GRANTOR, NANCY E. SCOTT, FOR AND IN CONSIDERATION OF love and affection, hereby conveys and quit claims to JEREMY ELGIN LALA, a married man, GRANTEE, and his successors and assigns, all interest in the following described real estate:

PARCEL "B": 001092005 Tax: 55

That portion of the West half of the Northeast quarter of Section 9, Township 30 North, Range 1 West, W.M., in Jefferson County, Washington, more particularly described as follows:

Beginning at the Northwest corner of said Northeast quarter; thence along the West line of said Northeast quarter, South 02°01'52" West 552.03 feet; thence leaving said West line South 88°42'10" East 274.51 feet to the True Point of Beginning; thence continuing South 88°42'10" East 501.31 feet; thence South 41°36'03" East 331.94 to the West margin of Rainier Street (Roy Street) as established per the plat of Motor Line Addition as recorded in Volume 2 of Plats, Page 10, records of Jefferson County, Washington; thence South 01°40'46" West along said Westerly margin 847.05 feet to the North boundary of 15th Street (Oregon Street) as platted in Glenwood Addition to Port Townsend as per Plat recorded in Volume 1 of Plats, Page 62, records of said County; thence North 88°30'18" West along said North boundary 1010.04 feet to the said West line of said Northeast quarter; thence North 02°01'52" East along said West line 317.29 feet; thence leaving said West line South 88°42'10" East 274.51 feet; thence North 02°01'51" East 769.51 feet to the True Point of Beginning;

Together with and subject to an access and utility easement over, under and across a 30 foot wide strip situate in the Northwest quarter of the Northeast quarter of Section 9, Township 30 North, Range 1 West, W.M., in Jefferson County, Washington, the centerline of which is described as follows:

Beginning at the Northwest corner of said Northeast quarter; thence along the West line of said Northeast quarter, South 02°01'52" West 552.03 feet; thence leaving said West line, South 88°42'10" East 775.82 feet; thence South 41°36'03" East 331.94 feet to the West margin of Rainier Street (Roy Street) as established per the Plat of Motor Line Addition as recorded in Volume 2 of Plats, Page 10, records of Jefferson County, Washington; thence South 01°40'46" West along said Westerly margin 167.46 feet to the True Point of Beginning; thence leaving said West margin North 87°58'49" West 731.34 feet and the terminus.

PARCEL "C": 001092006 Tax: 54

That portion of the Northwest quarter of the Northeast quarter and the Northeast quarter of the Northwest quarter of Section 9, Township 30 North, Range 1 West, W.M., in Jefferson County, Washington, more particularly described as follows:

Beginning at the Northwest corner of said Northwest quarter of the Northeast quarter; thence along the West line of said Northwest quarter of the Northeast quarter, South 02°01'52" West 552.03 feet to the True Point of Beginning; thence continuing South 02°01'52" West along said West line 108.74 feet; thence leaving said West line North 88°37'01" West 50.00 feet; thence South 02°01'51" West 660.74 feet; thence South 88°35'15" East 50.00 feet; thence South 88°42'10" East 274.51 feet thence North 02°01'51" East 769.51 feet; thence north 88°42'10" West 274.51 feet to the True Point of Beginning;

Together with an access and utility easement over, under and across a 30 foot wide strip, situate in the Northwest quarter of the Northeast quarter of Section 9, Township 30 North, Range 1 West, W.M., in Jefferson County, Washington, the centerline of which is described as follows:

Beginning at the Northwest corner of said Northeast quarter; thence along the West line of said Northeast quarter, South 02°01'52" West 552.03 feet; thence leaving said West line, South 88°42'10" East 775.82 feet; thence South 41°36'03" East 331.94 feet to the West margin of Rainier Street (Roy Street) as established per the Plat of Motor

Washington; thence South 01°40'46" West along said Westerly margin 167.46 feet to the True Point of Beginning; thence leaving said West margin North 87°58'49" West 731.34 feet, being the terminus of this centerline.

IN WITNESS WHEREOF, this Quit Claim Deed is executed on this 24 day of October 2014.

GRANTOR: Aller Nancy E. Scott

STATE OF WASHINGTON)) ss **COUNTY OF JEFFERSON** }

On this day before me personally appeared NANCY E. SCOTT, to me known to be the individual described in, and who executed, the 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 Jun day of October 2014.

Notary signature:

Bonnie J. Wood

Notary Public State of Washington **BONNIE J WOOD** My Appointment Expires May 11, 2017

NOTARY PUBLIC in and for the State of Washington, residing at:

effersm Co.

My commission expires: May 11,2017

Transamerica Title Insurance Company VOI STALL FRANKED FULL FRANKEN USE: OF OFFICIAL RECORDS RECUPSIOF JEFFERSON TITLE COMPANY Transamerica Title Insurance Services FILED FOR RECORD AT REQUEST OF. 1388 OCT 27 AM 9 41 JEFFERSON TITLE COMPANY, INC. R-32055 HAY AUDITOR 317821 afree Uit WHEN RECORDED RETURN TO NANCY SCOTT ROTH, GUARDIAN FOR THE Name ESTATE OF JEREMY ELGIN LALA, A MINOR 1601 RAINIER PORT TOWNSEND, WA 98368 City, State, Zin **Statutory Warranty Deed** THE GRANTOR DAVID C. DOVER AND JESSIE DOVER, HUSBAND AND WIFE for and in consideration of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION in hand paid, conveys and warrants to NANCY SCOTT ROTH, GUARDIAN FOR THE ESTATE OF JEREMY ELGIN LALA, A-MINOR the following described real estate, situated in the County of JEFFERSON State of Washington: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF: SUBJECT TO: RESERVATIONS IN DEED DATED MAY 24, 1917 AND RECORDED IN VOLUME 87 OF DEEDS, PAGE 125; MATTERS DISCLOSED BY SURVEY UNDER AUDITOR'S FILE NO. 288503; EASEMENTS UNDER AUDITOR'S FILE NOS. 312280 AND 312281; RESERVATION CONTAINED IN COUNTY CONTRACT NO. 542; RESERVATION UNDER AUDITOR'S FILE NO. 209602. JEFFERSON COUNTY EXCISE TAX - All. No. 57578 00 Date Paid D 27-88 Mat. 4, 134 OCTOBER 12 Dated ... DAVID DOVER Ĉ. JESSIE DOVER 55 e. Dover STATE OF WASHINGTON STATE OF WASHINGTON COUNTY OF Jeffenson COUNTY OF DAVID day personally appeared before me On this ______ day of ______ 19._____ before me, the undersigned, a Notary Public in and for the State of Wash-JESSIE DOVER ington, duly commissioned and sworn, personally appeared. to me known to be the individual described in and who executed the within and foregoing instrument, and and acknowledged that THEY signed the same to me known to be thePresident and ... Secretary. as THEIR free and voluntary act and deed, 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 corpor-ation, for the uses and purposes therein mentioned, and on oath stated that for the uses and purposes therein mentioned. 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. Ulcher Acceptut of Wash-Notary Public in and for the State of Washington, residing at My appointment expires: 121-40 My appointment expires: P8-10 Form No. W-960 Ray, 4-76. October 27, 1988

"EXHIBIT A"

Parcel A:

The East 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 9, Township 30 North, Range 1 West, W.M., in Jefferson County, Washington, (Tract 1).

Situate in the County of Jefferson, State of Washington.

Parcel B:

The East 1/2 of the Southeast 1/4 of the Hortheast 1/4 of the Northwest 1/4, of Section 9, Township 30 Horth, Range 1 West, W.M., in Jefferson County, Washington.

Situate in the County of Jefferson, State of Washington.

TOGETHER WITH an easement for ingress, egress and utilities, over the West 40 feet, and the South 30 feet of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Northwest 1/4, of Section 9, Township 30 North, Range 1 West, W.M., in Jefferson County, Washington:

Parcel C:

That portion of the West 1/2 of the Northeast 1/4 of Section 9, Township 30 North, Range 1 West, W.M., described as follows:

Beginning at the Northwest corner of said Hortheast 1/4; thence South, along the West line of said Northeast 1/4, 552 feet to the True Point of Beginning; thence East 1,000 feet to the West margin of Roy Street as platted in Motor Line Addition to Port Townsend, as per plat recorded in Volume 2 of Plats, page 10, records of Jefferson County; thence South, along said West margin, 1,105 feet to the North boundary of Oregon Street as platted in Glenwood Addition to Port Townsend, as per plat recorded in Volume 1 of Plats, page 62, records of said County; thence West, along said North bondary, 1,000 feet to the said West line of the Northeast 1/4; thence North, along said West line, 1,105 feet to the True Point of Beginning.

Situate in the County of Jefferson, State of Washington.

val 266 . 671

End of legal description

nsk

October 27, 1988

ъ ×,

STATUTORY WARRANTY DEED

Grantor(s):JereGrantee:CityAbbreviated Legal:PtnTax Parcel No.:001Project:City

Jeremy Elgin Lala City of Port Townsend Ptn of W ¹/₂, NE ¹/₄, S. 9, T. 30N, R. 1W, W.M., Jefferson Co. 001092006 City of Port Townsend Water Treatment Facility

592949 PGS:4

Carroll, Auditor

THE GRANTOR, JEREMY ELGIN LALA, a married man as his separate estate, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other valuable consideration, hereby conveys and warrants to the CITY OF PORT TOWNSEND, a Washington municipal corporation, the following real estate described in attached Exhibit A and depicted in attached Exhibit B, situated in Jefferson County, in the State of Washington, under the imminent threat of the Grantee's exercise of its rights of Eminent Domain:

The Grantor, Jeremy Elgin Lala, a married man as his separate estate, requests the Assessor and Treasurer of said County to set over to the remainder of the hereinafter described parcel, the lien of all unpaid taxes, if any, affecting the real estate herein conveyed, as provided for by RCW 84.60.070.

IN WITNESS WHEREOF, said Grantor has caused this instrument to be executed this ________, 2015.

Page 1 of 4

Lala to City of Port Townsend

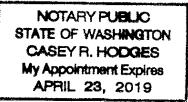
Approved and Accepted by GRANTOR:

STATE OF Washingt COUNTY OF Z

a . .

1/Th day of ___, 20 selectore me, a Notary Public in and for On this the State of Ulash. , duly commissioned and sworn, personally appeared JEREMY ELGIN LALA, to me known to be the individual whe executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

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



Hadype (Signature of Notary) (Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of <u><u><u>Uash</u></u>, residing at <u><u></u><u><u>Uash</u></u>, residing at <u><u></u><u><u>Uash</u></u>, residing at <u><u></u><u><u>Uash</u></u></u></u></u></u>

ACCEPTED AND APPROVED:

CITY OF PORT TOWNSEND

David Timmons, City Manager City of Port Townsend

7/16/15 Date:

Page 2 of 4

Lala to City of Port Townsend

EXHIBIT A

City of Port Townsend Right of Way Acquisition

Legal Description For Right of Way (A.P.N. 001 092 006)

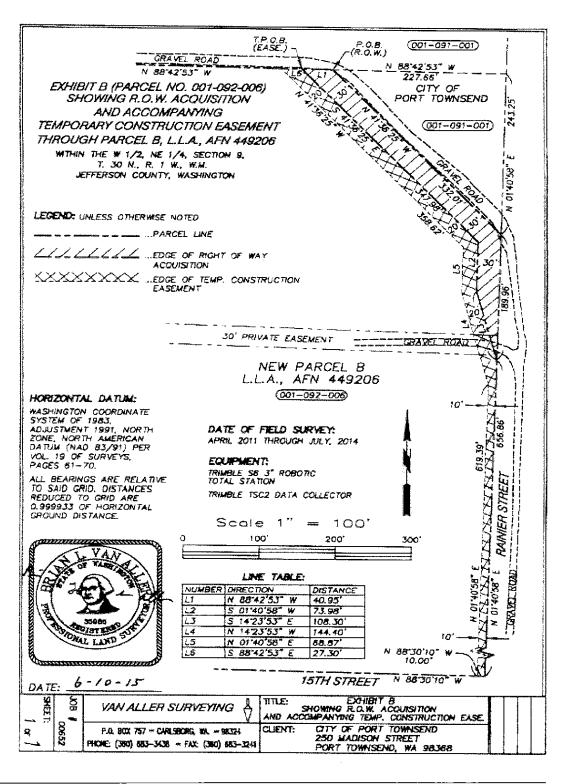
That portion of Parcel B of Lot Line Adjustment Statement of Intent, recorded November 5th, 2001, under Auditors File No. 449206, records of Jefferson County, Washington described as follows:

Beginning at the northeast corner of said Parcel B; Thence North 88°42'53" West along the north line of said Parcel B, a distance of 40.95 feet; Thence South 41°36'25" East, a distance of 347.98 feet; Thence South 01°40'58" West, a distance of 73.98 feet; Thence South 14°23'53" East, a distance of 108.30 feet to the east line of said Parcel B; Thence North 01°40'58" East along said east line of Parcel B, a distance of 189.96 feet to an angle point in the east line of said Parcel B; Thence North 41°36'25" West along the easterly line of said Parcel B, a distance of 332.01 feet to the point of beginning and the end of this description.

Containing 0.33 Acres, 14,159 Square feet more or less



Lala to City of Port Townsend



Lala to City of Port Townsend

Deed Record No. 87---Jefferson County, Washington

125

State of Washington to A.B. Small at Al.

44620

UNION PRIMITING OF STRATEGICS

BTATE OF WASHINGTON.

. IN CONSIDERATION OF Six hundred seventy-six and no/100 (\$676.00) Dollars the receipt of which is hereby acknowledged, the State of Washington does hereby grant, bargain, sell and convey unto A.B.Small and Braxton Small, their heirs and assigns, the following described indemnity lands, cituated in Jefferson County, Washington, to-wit:

The southeast quarter of the northwest quarter of section nine (9), township thirty (30) north, range one (1) west of the Willamette Zeridian, containing 40 acres more or less, according to the government survey thereof.

"The grantor hereby expressly saves, excepts and reserves out of the grant hereby made, unto itself, its successors and assigns forever, all oils, gases, cres, minerals and fossils of every name, kind or description, and which may be in or upon said above described lands above described, or any purt thereof, and the right to explore the same for such oil, gases, coal, ores, minerule and fossils; and it also hereby expressly saves and reserves out of the grant hereby made, unto itself, its successors and assigns forever, the right to enter by itself, its agents, attornays and servents upon said lands or any part or parts thereof, at any and all times, for the purpose of opening, developing and working mines thereon, and taking out and removing therefrom all such oils, gascs, coal, cres, minerals and fossils, and to that end it further expressly reserves out of the grant hereby made, unto itself, its successors and assigns forever, the right oy its or their agents, servants and attorneys at any and all times to erect, construct, maintain and use all such buildings, machinery, roads and railroads, sink such shaft's, remove such soil, and to remain on said lands or any part thereout for the business of mining and to occupy as much of said land as may be necessary or convenient for the successful prosecution of such mining business hereby expressly reserving to itself, its successors and assigns, as aforesaid, generally all rights and powers in, to . and over said lands, whether herein expressed or not, reasonably necessary or convenient to render beneficial and efficient the complete enjoyment of the property and rights hereby expressly reserved. PHOVIDED, That no rights shall be exercised under this reservation by the State, its successors or assigns, until provision has been made by the State, its successors or assigns to pay to the owner of the land upon which the rights herein reserved to the State, its successors or assigns or sought to be exercised, full payment for all damages sustained by said owner, by reason of entering upon said lund.

TO HAVE AND TO HOLD the said premises, with their appurtenunces, unto the said A.B. Small and Praxton Small, their heirs and assigns forever.

WITNESS the Seal of the State affixed this 24th day of Way, 1917

Ernest Lister- Governor

(State Seal)

App. No. 4841

By J J B

Attest: J.Grant Hinkle

Sbate Record of Deede, Volume 5, Page 534 Contract No. 4634

Filed for record July 25,1919 at 8 A.M. at request of A.B.Small.

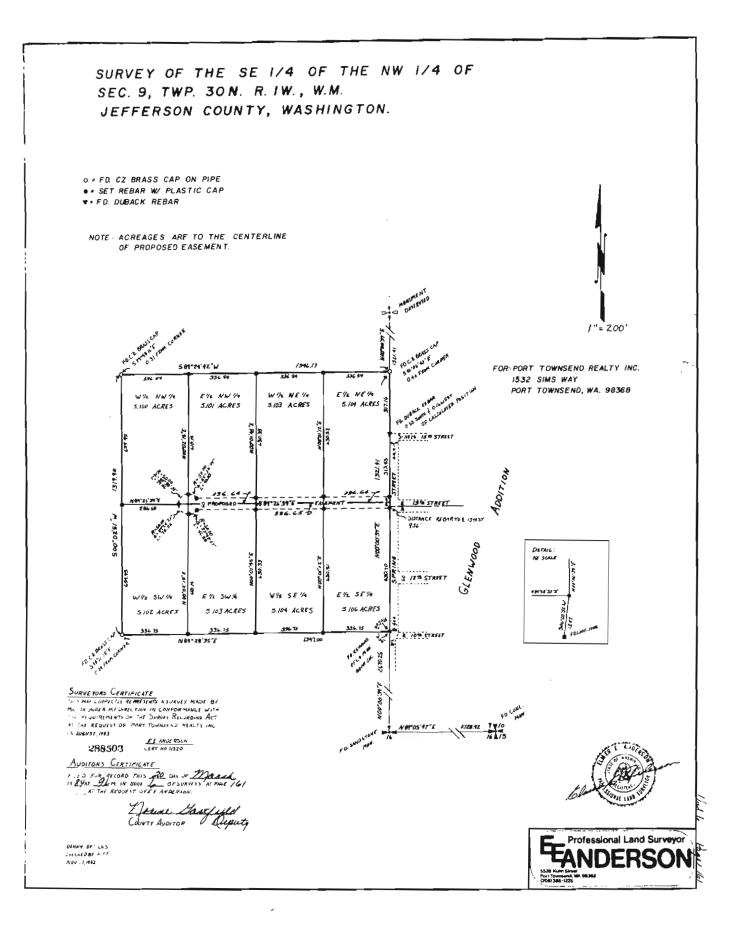
Han M. Plummor

County Auditor

Transamerica Title Insurance Go THIS SREED ADERIED KOL HECOEDER'S USE. OF OFFICIAL RECORDS ____OF. A Service of Transamerica Corporation PAGE TSPREDUEST OF __ 1. N. folonom 71 JUL 16 AM 11: 50 Filed for Record at Request of BETTY J. TEMPLE JEFFERSON COUNTY AUDITOR or march RECORDED_INDEXED_PROOF City and Stat 209602 Form 487-1-REV Statutory Warranty Deed Alfred C. Smith, a widower, THE GRANTOR ۰. for and in consideration of Ten and More Dollabs in hand paid, conveys and warrants to Daniel H. Solomonson and Hedi K. Solomonson, husband and wife, the following described real estate, situated in the County of Washington: Jefferson , State of The northeast quarter of the northwest quarter of Section 9, Township 30 North, Range 1 west, W. M.; SUBJECT to reservations in favor of Jefferson County, Washington, presently of public record; and SUBJECT to and RESERVING for grantor, his heirs, successors and assigns any and all oil and gas mineral rights therein together with the right to extract the same upon payment to grantees, their heirs, successors and assigns, of reasonable compensation for the damage to surface structures upon extraction and removal of said minerals. NO. 20759 JEFFERSON COUNTY TRANSACTION EXCISE TAX PAID ... IC IC. I OUNTY TREASURER 4MOUNT 200.08 BYNOUS **Dated** this 12th July 19 71. day of (STAL) STATE OF WASHINGTON, County of JEFFERSON ALFRED C. SMITH On this day personally appeared before me to the Rnown to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned. SIVEN under my hand and official seal this 12th day of ,1971. len Notary Public in and for the State of Weshington, residing at Port Toyns and. 26 14. 558 4 VOL July 16, 1971

288.563

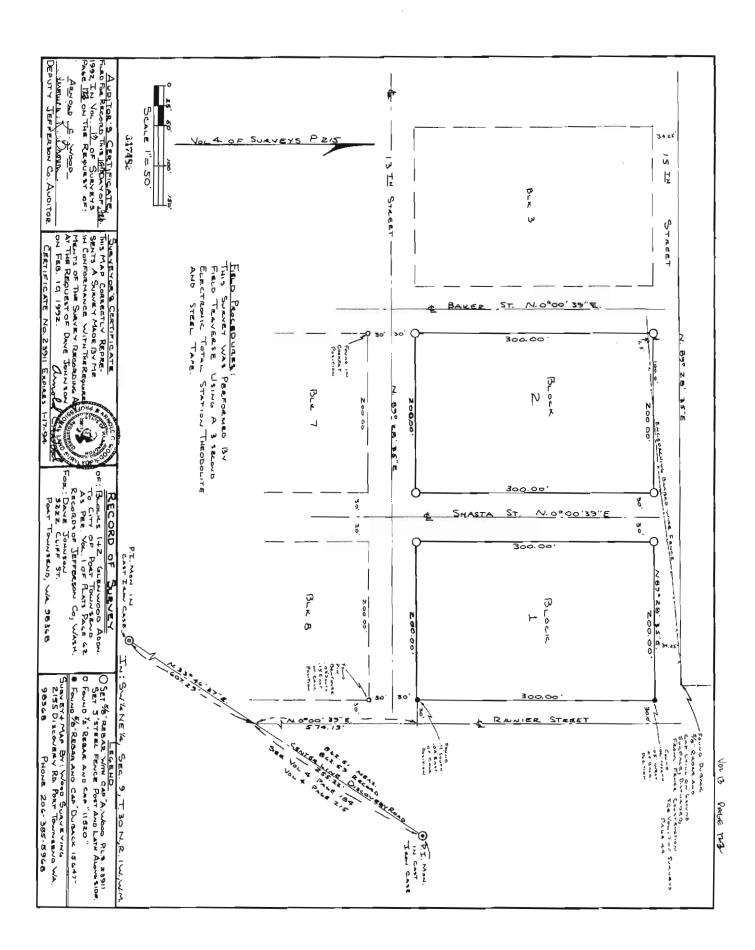
Vol619161



	CONTR	ACT FO	OR TREA	SURE	ER'S D	EED	DUPLICATE
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uniterreniter Transamerica Title Insurance Company ransamerica SPACE PROVIDED FOR RECORDER'S USE Title Insurance Services ÖF REQUEST OF JEFFERSON TITLE COMPANY EUT DEC 31 ANTI: 30 FILED FOR RECORD AT REQUEST OF JEFFERSON TITLE COMPANY, INC. MARTE GALCURY JEFFERSON COUNTY AUDITOR R-31263 WHEN RECORDED RETURN TO DANIEL H. SOLOMONSON NameHEDI ... K. SOLOMONSON Address...4415...North...Stevens...Street 312280 ·····› LPB-12 **Quit Claim Deed** THE GRANTOR DAVID C. DOVER and JESSIE DOVER, husband and wife for and in consideration of CREATION OF EASEMENT - NO MONETARY/CONSIDERATION conveys and quit claims to DANIEL H. SOLOMONSON and HEDI K. SOLOMONSON, husband and with the following described real estate, situated in the County of Jefferson State of Washington, together with all after acquired title of the grantor(s) therein. An easement for ingress, egress and utilities, over the West 40 feet, AND the South 30 feet of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Northwest 1/4, of Section 9, Township 30 North, Range 1 West, W.M., in Jefferson County, Washington. Said easement is to be an exclusive easement, and for the use and benefit for the remainder of the Grantee's property. Said exclusive easement, is also to be maintained by the Grantee's herein, their heirs, successors and assigns. Grantor or his successors or assigns retains right to use of Easement. NO REAL ESTATE ALES TAX REQUIRED Dated December 18, 1987 DAVID C. DOMERidual) tes re Dover B١ JESSIE DOVERndividual) (President) Ву.... (Secretary) STATE DE WASHINGTON STATE OF WASHINGTON \$9. COUNTY OF Unlefferson COUNTY OF..... On this day personally appeared before me DAVID .G. DOVER and to me known to be the individual described in and ington, duly commissioned and sworn, personally appeared ... who executed the within and foregoing instrument, and. and acknowledged that they..... signed the same to me known to be thePresident andSecretary. as ... their free and voluntary act and deed, for the uses and purposes therein mentioned. authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation. VEN under my hand and official seal this December Witness my hand and official seal hereto affixed the day and year first above written. 19 87 lotary Public in and for Notary Public in and for the State of Washington. residing at. My appointment expires: 250 ... 414 My appointment expires: DECEMBER 31, 1987 VU



347412

Vol 13 pg 123



After Recording Return to: John McDonagh City of Port Townsend Building & Community Development Dept. Waterman & Katz Building 181 Quincy Street, Suite 301 Port Townsend, WA 98368

Jefferson County Excise Tax Aff # 093415 Date 1115161Tax \$ _______Sales Amt \$ _____ By 5 . Hold Gu 2000 Deputy Treasurer

LOT LINE ADJUSTMENT STATEMENT OF INTENT

This recording is for the purpose of assisting with a Lot Line Adjustment pursuant to RCW 58.17.040(6). It does not create any additional lots, tracts, parcels, or division as the land described herein shall merge or be integrated into abutting property presently owned by the proponent. Nor does the Lot Line Adjustment result in any lots, tracts, parcels or division which contain insufficient area and dimension to meet minimum city and sanitation requirements for width and area for a building site. Development of the parcels involved in this Lot Line Adjustment are subject to all applicable requirements of the City's Municipal Code, including but not limited to the Engineering Design Standards, in effect at the time of development.

Grantees: Nancy E. Scott and Jeremy E. Scott Grantors: Nancy E. Scott and Jeremy E. Scott

Tax Parcel Nos.: 001-091-002, 001-092-005, 001-092-006

Reference: LUP01-063

Parcels involved in the adjustment are currently legally described as follows:

PARCEL A:

The East ¹/₂ of the Northeast ¹/₄ of the Southeast ¹/₄ of the Northwest ¹/₄ of Section 9, Township 30 North, Range 1 West, W.M. in Jefferson County, Washington. (Tract 1).

Situate in the County of Jefferson, State of Washington.

Page 1 of 5



PARCEL B:

The East ½ of the Southeast ¼ of the Northeast ¼ of the Northwest ¼ of Section 9, Township 30 North, Range 1 West, W.M. in Jefferson County, Washington.

Situate in the County of Jefferson, State of Washington.

Together with an easement for ingress, egress and utilities, over the West 40 feet, and the South 30 feet of the East ½ of the Southeast ¼ of the Northeast ¼ of the Northwest ¼ of Section 9, Township 30 North, Range 1 West, W.M. in Jefferson County, Washington.

PARCEL C:

That portion of the West half of the Northeast quarter of Section 9, Township 30 North, Range 1 West, W.M., described as follows:

Beginning at the Northwest corner of said Northeast quarter; thence South along the West line of said Northeast quarter, 552 feet to the True Point of Beginning; thence East 1,000 feet to the West margin of Roy Street as platted in Motor Line Addition to Port Townsend, as per Plat recorded in Volume 2 of Plats, Page 10, records of Jefferson County, Washington; thence South along said West margin, 1,105 feet to the North boundary of Oregon Street as platted in Glenwood Addition to Port Townsend, as per Plat recorded in Volume 1 of Plats, Page 62, records of said County; thence West along said North boundary, 1,000 feet to the said West line of the Northeast quarter; thence North along the West line, 1,105 feet to the True Point of Beginning;

Excepting therefrom the real property described as follows: That portion of the West half of the Northeast quarter of Section 9, Township 30 North, Range 1 West, W.M., described as follows:

Beginning at a point on the West line of the Northeast quarter of said Section 9 which bears South 2°01'19" West 552.00 feet from the Northwest corner thereof, said point being the Northwest corner of Parcel C as deeded to Nancy Scott Roth in deed recorded in Volume 266 of deeds, Page 670, records of Jefferson County, Washington; thence South 88°43'07" East along the North line of said Parcel C, 775.63 feet to the True Point of Beginning; thence continuing South 88°43'07" East along said North line 227.57 feet to the West margin of Rainier Street (formerly Roy Street) as established per the Plat of Motor Line Addition as recorded in Volume 2 of Plats, Page 10, records of Jefferson County, Washington; thence South 1°40'56" West along said Westerly margin 243.17 feet to the line which bears South 41°36'27" East from the True Point of Beginning; thence North 41°36'27" West, a distance of 331.88 feet to the point of beginning.

Nancy Scott BLA

Page 2 of 5



Lot line subject to adjustment described as follows: (New legal description):

NEW PARCEL A:

That portion of the East half of the Northwest quarter of Section 9, Township 30 North, Range 1 West, W.M., in Jefferson County, Washington, more particularly described as follows:

Beginning at the Northeast corner of said Northwest quarter; thence along the East line of said Northwest quarter, South 2°01'52" West 660.77 feet; thence leaving said East line North 88°37'01" West 50.00 feet to the True Point of Beginning; thence continuing North 88°37'01" West 286.43 feet; thence South 02°02'27" West 660.60 feet; thence South 02°02'19" West 660.57 feet; thence South 88°33'12" East 336.63 feet to the East line of said Northwest quarter; thence North 02°01'52" East along said East line, 660.77 feet; thence leaving said East line North 88°35'15" West 50.00 feet; thence North 02°01'52" East 660.74 feet to the True Point of Beginning;

Together with an easement for ingress, egress and utilities over the West 40 feet and the South 30 feet of the East half of the Northeast quarter of the Southeast quarter of the Northwest quarter of said Section 9, Township 30 North, Range 1 West, in Jefferson County, Washington.

NEW PARCEL B:

That portion of the West half of the Northeast quarter of Section 9, Township 30 North, Range 1 West, W.M., in Jefferson County, Washington, more particularly described as follows:

Beginning at the Northwest corner of said Northeast quarter; thence along the West line of said Northeast quarter, South 02°01'52" West 552.03 feet; thence leaving said West line South 88°42'10" East 274.51 feet to the True Point of Beginning; thence continuing South 88°42'10" East 501.31 feet; thence South 41°36'03" East 331.94 feet to the West margin of Rainier Street (Roy Street) as established per the plat of Motor Line Addition as recorded in Volume 2 of Plats, Page 10, records of Jefferson County, Washington; thence South 01°40'46" West along said Westerly margin 847.05 feet to the North boundary of 15th Street (Oregon Street) as platted in Glenwood Addition to Port Townsend as per Plat recorded in Volume 1 of Plats, Page 62, records of said County; thence North 88°30'18" West along said North boundary 1010.04 feet to the said West line of said Northeast quarter; thence North 02°01'52" East along said West line 317.29 feet; thence leaving said West line South 88°42'10" East 769.51 feet to the True Point of Beginning;

Together with and subject to an access and utility easement over, under and across a 30 foot wide strip, situate in the Northwest quarter of the Northeast quarter of Section 9, Township 30 North, Range 1 West, W.M., in Jefferson County, Washington, the centerline of which is described as follows:

Nancy Scott BLA



Beginning at the Northwest corner of said Northeast quarter; thence along the West line of said Northeast quarter, South 02°01'52" West 552.03 feet; thence leaving said West line, South 88°42'10" East 775.82 feet; thence South 41°36'03" East 331.94 feet to the West margin of Rainier Street (Roy Street) as established per the Plat of Motor Line Addition as recorded in Volume 2 of Plats, Page 10, records of Jefferson County, Washington; thence South 01°40'46" West along said Westerly margin 167.46 feet to the True Point of Beginning; thence leaving said West margin North 87°58'49" West 731.34 feet and the terminus.

NEW PARCEL C:

That portion of the Northwest quarter of the Northeast quarter and the Northeast quarter of the Northwest quarter of Section 9, Township 30 North, Range 1 West, W.M., in Jefferson County, Washington, More particularly described as follows: Beginning at the Northwest corner of said Northwest quarter of the Northeast quarter; thence along the West line of said Northwest quarter of the Northeast quarter, South 02°01'52" West 552.03 feet to the True Point of Beginning; thence continuing South 02°01'52" West along said West line 108.74 feet; thence leaving said West line North 88°37'01" West 50.00 feet; thence South 02°01'51" West 660.74 feet; thence South 88°35'15" East 50.00 feet; thence North 88°42'10" East 274.51 feet; thence North 02°01'51" East 769.51 feet; thence North 88°42'10" West 274.51 feet to the True Point of Beginning;

Together with an access and utility easement over, under and across a 30 foot wide strip, situate in the Northwest quarter of the Northeast quarter of Section 9, Township 30 North, Range 1 West, W.M., in Jefferson County, Washington, the centerline of which is described as follows:

Beginning at the Northwest corner of said Northeast quarter; thence along the West line of said Northeast quarter, South 02°01'52" West 552.03 feet; thence leaving said West line, South 88°42'10" East 775.82 feet; thence South 41°36'03" East 331.94 feet to the West margin of Rainier Street (Roy Street) as established per the Plat of Motor Line Addition as recorded in Volume 2 of Plats, Page 10, records of Jefferson County, Washington; thence South 01°40'46" West along said Westerly margin 167.46 feet to the True Point of Beginning; thence leaving said West margin North 87°58'49" West 731.34 feet, being the terminus of this centerline.

fung _____ ereny E. Scott

Nancy Scott BLA

Page 4 of 5



12.00

Jefferson County, WA JOHN MCDONAGH/CITY

STATE OF WASHINGTON WITH THE UNITED STATES AIR FORCE COUNTY OF JEFFERSON St AT APO AE 09094-5000 _, 2001, personally appeared Nancy Scott, who proved On to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument, and acknowledged that they executed it. Notary Public in and for the State of Washington NO Granted general powers bernan ig at of ^{app}øintment Notary Public GEORGE BALDERKAMA∕JR,≦Sgt, USAF Military Notary 10 U.S.¢ /1044a COLORADO STATE OF WASHINGTON) CARIMER)SS. COUNTY OF JEFFERSON-) On Coroller 19, 2001, personally appeared Jeremy Scott, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument, and acknowledged that they executed it. COLCEADO Notary Public in and for the State of Washington,___ residing at 27/7 DULINS CO Star 26 TIYER My appointment expires (TOLK ZOOZ

Jeff Bandall, Director Building & Community Development

Date

Nancy Scott BLA

Page 5 of 5

After Recording Return Document to:

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City of Port Townsend Attn: David Timmons, City Manager 250 Madison Street Port Townsend, WA 98368

Auditor JE 1480. LANC LANS, MARCH, MARCH 1847, P.A.

NO REAL ESTATE EXCISE TAX REQUIRED JEFFERSON COUNTY TREASURER BY: <u>S. Hathaw</u>

TEMPORARY CONSTRUCTION EASEMENT

Grantor(s):	Jeremy Elgin Lala, a married man as his separate estate
Grantee:	City of Port Townsend, a Washington municipal corporation
Abbreviated Legal:	Ptn of W ¹ / ₂ , NE ¹ / ₄ , S. 9, T. 30N, R. 1W, W.M., Jefferson Co.
Tax Parcel No.:	001092006
Project:	City of Port Townsend Water Treatment Facility

KNOW ALL MEN BY THESE PRESENTS, that the Grantor, JEREMY ELGIN LALA, a married man as his separate estate, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other valuable consideration, does by these presents, grant, unto the CITY OF PORT TOWNSEND, a Municipal Corporation of the State of Washington, Grantee herein, its successors and assigns, the right, permit, license and easement to use and occupy the hereinafter described lands from the date of commencement of construction for a period of one (1) year or until the completion of the construction of the City of Port Townsend Water Treatment Facility Project, whichever is earlier, for any and all purposes incidental to the construction of the above-mentioned project, said lands being described in EXHIBIT A and depicted in EXHIBIT B attached hereto and by this reference incorporated herein.

It is understood and agreed that upon completion of construction of said project, the CITY OF PORT TOWNSEND or its agents shall restore the property as described in the attached EXHIBIT A to its original condition.

It is further understood and agreed that the Grantee shall indemnify and save the Grantor harmless from any and all claims and causes of action of every kind and description which may accrue to, or be suffered by any person, persons or property by reason of, arising out of, or resulting from the use and occupancy of said lands by the Grantee and/or its employees, servants, agents, contractors and assigns.

The lands herein described contain an area of 17,388.22 square feet, more or less.

Page 1 of 4

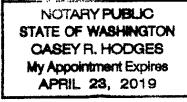
IN WITNESS WHEREOF, said Grantor has caused this instrument to be executed this <u>16</u> day of <u>2010</u>, 20<u>15</u>

Approved and Accepted by GRANTOR:

STATE OF *County of The start*

On this <u>674</u> day of <u>764</u>, 205, before me, a Notary Public in and for the State of <u>674</u> duly commissioned and sworn, personally appeared JEREMY ELGIN LALA, to me known to be the individual who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

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



(Signature of Jotary) (Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of My Appointment Expires: <u>4-23-19</u>

EXHIBIT A

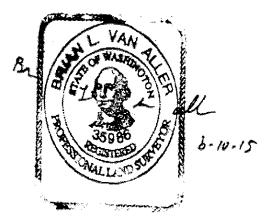
City of Port Townsend Temporary Construction Easement Acquisition

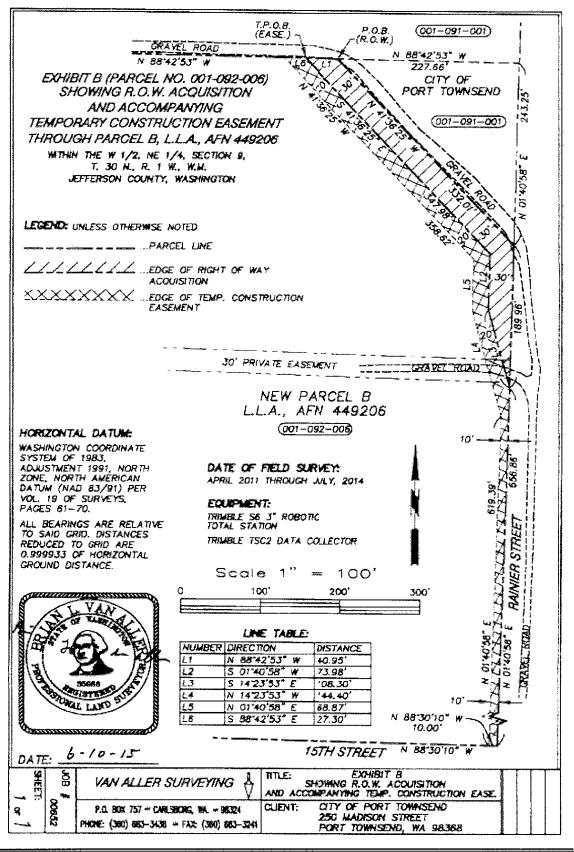
Legal Description For Temporary Construction Easement (A.P.N. 001 092 006)

That portion of Parcel B of Lot Line Adjustment Statement of Intent, recorded November 5th, 2001, under Auditors File No. 449206, records of Jefferson County, Washington described as follows:

Beginning at the northeast corner of said Parcel B;
Thence North 88°42'53" West along the north line of said Parcel B, a distance of 40.95 feet to the True Point of Beginning of this legal description;
Thence South 41°36'25" East, a distance of 347.98 feet;
Thence South 01°40'58" West, a distance of 73.98 feet;
Thence South 14°23'53" East, a distance of 108.30 feet to the east line of said Parcel B;
Thence South 01°40'58" West along the said east line of Parcel B, a distance of 656.86 feet to the southeast corner of said Parcel B;
Thence North 88°30'10" West along the south line of said Parcel B, a distance of 10.00 feet;
Thence North 01°40'58" East, a distance of 619.39 feet;
Thence North 14°23'53" West, a distance of 619.39 feet;
Thence North 01°40'58" East, a distance of 68.87 feet;
Thence North 01°40'58" East, a distance of 358.62 feet to the north line of said Parcel B;
Thence North 41°36'25" West, a distance of 358.62 feet to the north line of said Parcel B;
Thence South 88°42'53" East along said north line of Parcel B, a distance of 27.30 feet to the True Point of Beginning and the end of this description.

Containing 0.40 Acres, 17,403 Square feet more or less





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Temporary Construction Easement

Steve Gross, City Attorney City of Port Townsend 250 Madison St. Suite 2 Port Townsend, WA 98368

> NO REAL ESTATE EXCISE TAX REQUIRED JEFFERSON COUNTY TREASURER BY: WILLOW OD JOLL

596561 PGS:3 EASE

RIGHT OF WAY AND UTILITY EASEMENT

REFERENCE DOCUMENTS: City of Port Townsend Lot Line Adjustment AFN 596312

Brief Legal Description of Property: West 1/2 of the Northeast 1/4 of Section 9, Township 30 North, Range 1 West, W.M.,

JEFFERSON COUNTY ASSESSOR'S TAX PARCEL NOS. 001-092-006

GRANTOR: Jeremy Elgin Lala, a married man as his separate estate.

GRANTEE: City of Port Townsend, a Washington municipal corporation

FOR AND IN CONSIDERATION OF One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of approval of Lot Line Adjustment under City File No. 15-054, Grantor hereby conveys and warrants, in perpetuity, to Grantee, its agents, successors and assigns, a perpetual, non-exclusive easement over, through, under and across the following described property situated in Jefferson County, Washington:

1. Legal Description of Property Subject to Easement (Grantor's Property)

Parcel B (After Adjustment) as described in Lot Line Adjustment Statement of Intent filed under Auditors File No. 596312, records of Jefferson County, Washington, which Parcel is more specifically described in Exhibit A.

2. Legal Description of Easement ("Easement" or "Easement Area"):

The South 26.00 feet of Parcel B (After Adjustment) as described in Lot Line Adjustment Statement of Intent filed under Auditors File No. 596312, records of Jefferson County, Washington, which Parcel is more specifically described in Exhibit A

This easement is for the purpose of granting right-of-way, as well as public and private utility rights over, through, under, and across the described property in perpetuity for utility lines, and for purposes of locating street, curb, gutter or sidewalk improvements.

1

3. This Agreement shall be binding upon the Grantor and Grantee and their successors and assigns, and constitutes a covenant running with the land.

4. This Easement is for the benefit of the City of Port Townsend, its successors and assigns.

IN WITNESS WHEREOF, this Right of Way and Utility Easement is executed this day of <u>December</u>, 2015.

GRANTOR:

em# Elgin

STATE OF WASHINGTON

COUNTY OF JEFFERSON

On this 31^{3} day of <u>December</u>, 2015, before me the undersigned, a Notary Public duly commissioned and sworn, personally appeared Jeremy Elgin Lala, known to be the individual that executed the foregoing Right of Way and Utility Easement, and acknowledge said instrument to be his free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that he sis authorized to execute said instrument.

) SS.

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



Jaw

[print name] Kara L. Rogers NOTARY PUBLIC in and for the State of Washington, County of Jefferson, residing in Part Townsend

My appointment expires:

2

Exhibit A to Right of Way and Utility Easement

Legal Description of Property Subject to Easement

That portion of the West 1/2 of the Northeast 1/4 of Section 9, Township 30 North, Range 1 West, W.M., described as follows:

Beginning at the Northwest corner of said Northeast 1/4; thence running East 1,000 feet; thence South 552 feet; thence West 1,000 feet; thence North to the place of beginning;

TOGETHER WITH: the real property described as follows: That portion of the West 1/2 of the Northeast 1/4 of Section 9, Township 30 North, Range 1 West, W.M., described as follows; Beginning at a point on the West line of the Northeast quarter of said Section 9 which bears S 02°01'19" W 552.00 feet from the Northwest corner thereof, said point being the Northwest corner of Parcel C as deeded to Nancy Scott Roth in deed recorded in Volume 266 of Deeds, Page 670, Records of Jefferson County, Washington; thence S 88°43'07" E along the North line of said Parcel C, 775.63 feet to the True Point of Beginning; thence continuing S 88°43'07" E along said North line 227.57 feet to the West margin of Rainier Street (formerly Roy Street) as established per the plat of Motor Line Addition as recorded in Volume 2 of Plats, Page 10, Records of Jefferson County, Washington; thence S 01°40'56" W along said Westerly margin 243.17 feet to the line which bears S 41°36'27" E from the True Point of Beginning; thence N 41°36'27" W a distance of 331.88 feet to the Point of Beginning.

ALSO TOGETHER WITH: that portion of Parcel B of Lot Line Adjustment Statement of Intent, recorded November 5th, 2001, under Auditors File No. 449206, records of Jefferson County, Washington described as follows:

Beginning at the northeast corner of said Parcel B;

Thence North 88°42'53" West along the north line of said Parcel B, a distance of 40.95 feet; Thence South 41°36'25" East, a distance of 347.98 feet;

Thence South 01°40'58" West, a distance of 73.98 feet;

Thence South 14°23'53" East, a distance of 108.30 feet to the east line of said Parcel B; Thence North 01°40'58" East along said east line of Parcel B, a distance of 189.96 feet to an angle point in the east line of said Parcel B;

Thence North 41°36'25" West along the easterly line of said Parcel B, a distance of 332.01 feet to the point of beginning and the end of this description.

SUBJECT TO a 30 foot wide private utility and access easement recorded under Auditor's File No. 449206, Records of Jefferson County, WA.

City of Port Townsend Development Services Department 250 Madison Street, Suite 3 Port Townsend, WA 98368

LOT LINE ADJUSTMENT STATEMENT OF INTENT

This recording is for the purpose of assisting with a Lot Line Adjustment pursuant to RCW 58.17.040(6). It does not create any additional lots, tracts, parcels, or division as the land described herein shall merge or be integrated into abutting property presently owned by the proponent. Nor does the Lot Line Adjustment result in any new lots, tracts, parcels or division which contain insufficient area and dimension to meet minimum city and sanitation requirements for width and area for a building site.

Grantor/Grantee:

Jeremy Lala, who acquired title as a single individual

Reference:

City of Port Townsend File No. LUP15-089 Right of Way and Utility Easement, AFN 59656

596562 PGS:6

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Carroll, Auditor

Current Assessor's Parcel Nos.:

Parcel A	001-092-005
Parcel B	001-092-006
Parcel C	001-091-002

EXISTING LEGAL DESCRIPTIONS:

PARCEL A BEFORE ADJUSTMENT

That portion of the East half of the Northwest quarter of Section 9, Township 30 North, Range 1 West, W.M., in Jefferson County, Washington, more particularly described as follows: Beginning at the Northeast corner of said Northwest quarter; thence along the East line of said Northwest quarter, South 02°01'52" West 660.77 feet; thence leaving said East line North 88°37'01" West 50.00 feet to the True Point of Beginning; thence continuing North 88°37'01" West 286.43 feet; thence South 02°02'27" West 660.60 feet; thence South 02°02'19" West 660.57 feet; thence South 88°33'12" East 336.63 feet to the East line of said Northwest quarter; thence North 02°01'52" East along said East line, 660.77 feet; thence leaving said East line North 88°35'15" West 50.00 feet; thence North 02°01'52" East 660.74 feet to the True Point of Beginning;

Together with an easement for ingress, egress and utilities over the West 40 feet and the South 30 feet of the East half of the Northeast quarter of the Southeast quarter of the Northwest quarter of said Section 9, Township 30 North, Range 1 West, in Jefferson County, Washington. Page 1 of 5 Lala LLA

PARCEL B BEFORE ADJUSTMENT

That portion of the West half of the Northeast quarter of Section 9, Township 30 North, Range 1 West, W.M., in Jefferson County, Washington, more particularly described as follows:

Beginning at the Northwest corner of said Northeast quarter; thence along the West line of said Northeast quarter, South 02°01'52" West 552.03 feet; thence leaving said West line South 88°42'10" East 274.51 feet to the True Point of Beginning; thence continuing South 88°42'10" East 501.31 feet; thence South 41°36'03" East 331.94 feet to the West margin of Rainier Street (Roy Street) as established per the plat of Motor Line Addition as recorded in Volume 2 of Plats, Page 10, records of Jefferson County, Washington; thence South 01°40'46" West along said Westerly margin 847.05 feet to the North boundary of 15th Street (Oregon Street) as platted in Glenwood Addition to Port Townsend as per Plat recorded in Volume 1 of Plats, Page 62, records of said County; thence North 88°30'18" West along said North boundary 1010.04 feet to the said West line of said Northeast quarter; thence North 02°01'52" East along said West line 317.29 feet; thence leaving said West line South 88°42'10" East 274.51 feet; thence North 02°01'51" East 769.51 feet to the True Point of Beginning;

EXCEPT: that portion of Parcel B of Lot Line Adjustment Statement of Intent as described above, recorded November 5th, 2001, under Auditors File No. 449206, records of Jefferson County, Washington described as follows:

Beginning at the northeast corner of said Parcel B;

Thence North 88°42'53" West along the north line of said Parcel B, a distance of 40.95 feet; Thence South 41°36'25" East, a distance of 347.98 feet;

Thence South 01°40'58" West, a distance of 73.98 feet;

Thence South 14°23'53" East, a distance of 108.30 feet to the east line of said Parcel B; Thence North 01°40'58" East along said east line of Parcel B, a distance of 189.96 feet to an angle point in the east line of said Parcel B;

Thence North 41°36'25" West along the easterly line of said Parcel B, a distance of 332.01 feet to the point of beginning and the end of this description.

TOGETHER WITH AND SUBJECT TO: an access and utility easement over, under and across a 30 foot wide strip, situate in the Northwest quarter of the Northeast quarter of Section 9, Township 30 North, Range 1 West, W.M., in Jefferson County, Washington, the centerline of which is described as follows:

Beginning at the Northwest corner of said Northeast quarter; thence along the West line of said Northeast quarter, South 02°01'52" West 552.03 feet; thence leaving said West line, South 88°42'10" East 775.82 feet; thence South 41°36'03" East 331.94 feet to the West margin of Rainier Street (Roy Street) as established per the Plat of Motor Line Addition as recorded in Volume 2 of Plats, Page 10, records of Jefferson County, Washington; thence South 01°40'46" West along said Westerly margin 167.46 feet to the True Point of Beginning; thence leaving said West margin North 87°58'49" West 731.34 feet and the terminus.

PARCEL C BEFORE ADJUSTMENT

That portion of the Northwest quarter of the Northeast quarter and the Northeast quarter of the Northwest quarter of Section 9, Township 30 North, Range 1 West, W.M., in Jefferson County, Washington, more particularly described as follows:

Page 2 of 5 Lala LLA

Beginning at the Northwest corner of said Northwest quarter of the Northeast quarter; thence along the West line of said Northwest quarter of the Northeast quarter, South 02°01'52" West 552.03 feet to the True Point of Beginning; thence continuing South 02°01'52" West along said West line 108.74 feet; thence leaving said West line North 88°37'01" West 50.00 feet; thence South 02°01'51" West 660.74 feet; thence South 88°35'15" East 50.00 feet; thence South 88°42'10" East 274.51 feet; thence North 02°01'51" West 274.51 feet to the True Point of Beginning;

Together with an access and utility easement over under and across a 30 foot wide strip, situate in the Northwest quarter of the Northeast quarter of Section 9, Township 30 North, Range 1 West, W.M., in Jefferson County, Washington, the centerline of which is described as follows:

Beginning at the Northwest corner of the said Northeast quarter; thence along the West line of said Northeast quarter, South 02°01'52" West 552.03 feet; thence leaving said West line, South 88°42'10" East 775.82 feet; thence South 41°36'03" East 331.94 feet to the West margin of Rainier Street (Roy Street) as established per the plat of Motor Line Addition as recorded in Volume 2 of Plats, Page 10, records of Jefferson County, Washington; thence South 01°40'46" West along said Westerly margin 167.46 feet to the True Point of Beginning; thence leaving said West margin North 87°58'49" West 731.34 feet, being the terminus of this centerline.

PROPOSED LEGAL DESCRIPTIONS (which are as shown on attached Exhibit B):

PARCEL A AFTER ADJUSTMENT

That portion of the East half of the Northwest quarter and the West half of the Northeast quarter of Section 9, Township 30 North, Range 1 West, W.M., in Jefferson County, Washington, more particularly described as follows:

The East half of the Southeast quarter of the Northeast quarter of the Northwest quarter of said Section 9;

Together with: the East half of the Northeast quarter of the Southeast quarter of the Northwest quarter of said Section 9;

Also Together with: that portion of the West half of the Northeast quarter of said Section 9 described as follows:

Beginning at the Northwest corner of said Northeast quarter;

Thence South 02°01'49" West along the West line of said Northeast quarter a distance of 551.99 feet to the True Point of Beginning;

Thence leaving said West line, South 88°42'53" East a distance of 418.27 feet;

Thence South 01°40'58" West parallel with Rainier Street (Roy Street) as established per the plat of Motor Line Addition as recorded in Volume 2 of Plats, Page 10, records of Jefferson County,

Washington, a distance of 1087.90 feet to the North boundary of 15th Street (Oregon Street) as platted in Glenwood Addition to Port Townsend as per Plat recorded in Volume 1 of Plats, Page 62, records of Jefferson County, Washington;

Thence North 88°30'10" West along said Northerly boundary of 15th Street, a distance of 424.85 feet to the West line of said Northeast quarter;

Thence North 02°01'49" East along said West line, a distance of 1086.40 feet to the True Point of Beginning.

Subject to: all easement, restrictions, covenants and reservations of record, if any; Page 3 of 5 Lala LLA Also Subject to: easement recorded under A.F.N. <u>596561</u>, Records of Jefferson County, Washington.

PARCEL B AFTER ADJUSTMENT

That portion of the West half of the Northeast quarter of Section 9, Township 30 North, Range 1 West, W.M. More particularly described as follows:

Beginning at the Northwest corner of said Northeast quarter;

Thence South 02°01'49" West along the West line of said Northeast quarter a distance of 551.99 feet; Thence leaving said West line, South 88°42'53" East a distance of 418.27 feet to the True Point of Beginning;

Thence South 01°40'58" West parallel with Rainier Street (Roy Street) as established per the plat of Motor Line Addition as recorded in Volume 2 of Plats, Page 10, records of Jefferson County,

Washington, a distance of 538.05 feet to a point on the Westerly prolongation of the North boundary of 16th Street as established per said plat of Motor Line Addition;

Thence South 88°42'33" East along said Westerly prolongation of 16th street a distance of 585.01 feet to the West boundary of said Rainier Street;

Thence North 01°40'58" East along said Westerly boundary of Rainier Street, a distance of 104.90 feet;

Thence leaving said Westerly boundary, North 14°23'53" West a distance of 108.30 feet

Thence North 01°40'58" East a distance of 73.98 feet;

Thence North 41°36'25" West a distance of 347.98 feet;

Thence North 88°42'53" West a distance of 316.40 feet to the True Point of Beginning.

Subject to: all easement, restrictions, covenants and reservations of record, if any;

PARCEL C AFTER ADJUSTMENT

That portion of the West half of the Northeast quarter of Section 9, Township 30 North, Range 1 West, W.M. More particularly described as follows:

Beginning at the Northwest corner of said Northeast quarter;

Thence South 02°01'49" West along the West line of said Northeast quarter a distance of 551.99 feet; Thence leaving said West line, South 88°42'53" East a distance of 418.27 feet;

Thence South 01°40'58" West parallel with Rainier Street (Roy Street) as established per the plat of Motor Line Addition as recorded in Volume 2 of Plats, Page 10, records of Jefferson County,

Washington, a distance of 538.05 feet to a point on the Westerly prolongation of the North boundary of 16th Street as established per said plat of Motor Line Addition and also being the True Point of Beginning;

Thence continuing South 01°40'58" West a distance of 549.85 feet to the North boundary of 15th Street (Oregon Street) as platted in Glenwood Addition to Port Townsend as per Plat recorded in Volume 1 of Plats, Page 62, records of Jefferson County, Washington;

Thence South 88°30'10" East along said Northerly boundary of 15th Street, a distance of 585.00 feet to the West boundary of said Rainier Street;

Thence North 01°40'58" East along said Westerly boundary of Rainier Street a distance of 551.96 feet to the said Westerly prolongation of the North boundary of 16th Street;

Thence North 88°42'33" West along said Westerly prolongation a distance of 585.01 feet to the True Point of Beginning.

Page 4 of 5 Lala LLA

Subject to: all easement, restrictions, covenants and reservations of record, if any;

Also Subject to: easement recorded under A.F.N. <u>596561</u>, Records of Jefferson County, Washington.

SIGNATURES:

IN WITNESS WHEREOF, the parties named below have executed this instrument as of the dates written herein below.

rem Lala

12/31/15 Date/

ACKNOWLEDGMENTS:

STATE OF WASHINGTON

)ss.

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COUNTY OF JEFFERSON

On December 31, 2015, personally appeared Jeremy Lala, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

Notary Public in and for the State of Washington,

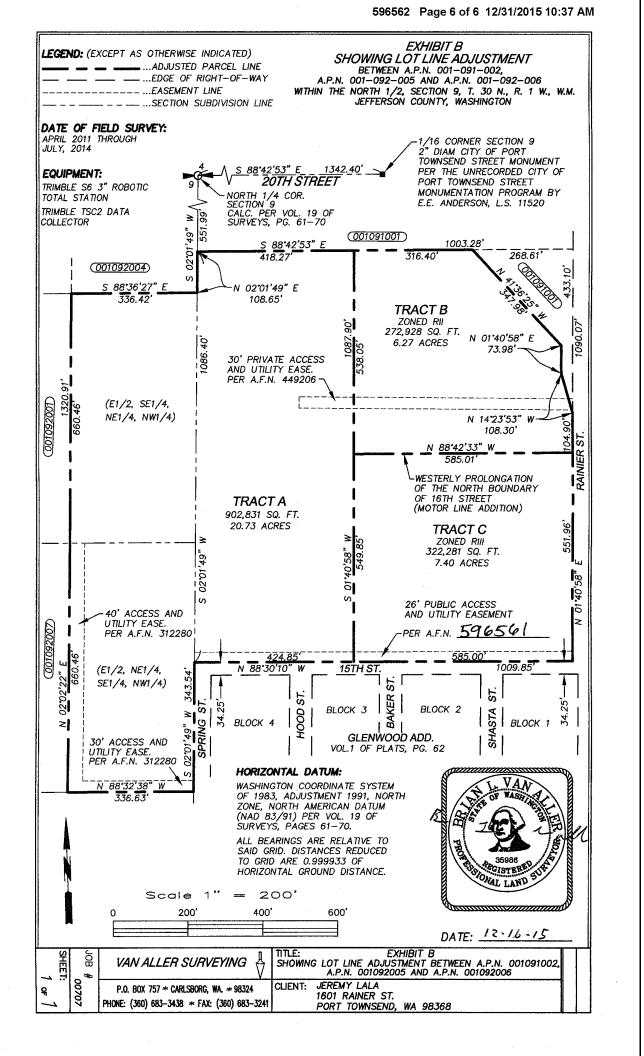
Residing at Jeff Vaca Caunt My appointment expires 4/19/



THIS LOT LINE ADJUSTMENT HAS BEEN REVIEWED AND APPROVED BY THE CITY OF PORT TOWNSEND DEVELOPMENT SERVICES DEPARTMENT.

BY:

12/31/15



547072 PGS: 3 DT rson County WA Auditor's Office - Donna Eldridge, Audit na Eldridge, Auditor

AFTER RECORDING MAIL TO:

Roxanne Eddins 800 Stockton Ave., #4 Fort Collins, Co 80524 970-221-1014 Reference No.:

Filed for Record at Request of: **Bayside Escrow Co. Escrow Number:**

DEED OF TRUST

(For use in the State of Washington only)

Grantor(s): Jeremy E.L. Scotl and Nancy E. Scott Beneficiary: Steve and Boxanne Eddins Trustee: First AMERICAN Title Abbreviated Legal: 59 T30 RIW

Additional legal(s) on page: Assessor's Tax Parcel Number(s): 1091002

THIS DEED OF TRUST, made this liday of JUly, zoogbetween JeremyEL Scotland Nange Sett, GRANTOR, whose address is 1601 Rainier St., Port Townsend, WA, TRUSTEE, whose address is and Steve and Roxanne Edding BENEF . 800 Stock for Ave #Fort Colling, Colorado 80524 BENEFICIARY, whose address is

WITNESSETH: Grantor hereby bargains, sells, and conveys to Trustee in trust, with power of sale, the following described real property in Jefferson County, Washington:

Parcel # 1091002, SWD 10/88 7574275900 85526 59 730 RIW

which real property is not used principally for agricultural purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues, and profits of the property.

This Deed of Trust is for the purpose of securing performance of each agreement of Grantor(s) herein contained in this Deed of Trust, and payment of the sum of 15,000 F44ch Dollars (\$15000.29) with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications, and extensions of the note, and also such further sums as may be advanced or loaned by Beneficiary to Grantor(s), or any of the Grantor(s)' successors or assigns, together with interest thereon at the rate agreed upon.

DUE DATE: The entire balance of the promissory note secured by this Deed of Trust, together with any and all interest

1. To keep the property in good condition and repair; to permit no waste of the property; to complete any building, structure, or improvement being built or about to be built on the property; to restore promptly any building, structure, or improvement on the property which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the property.

2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens, or encumbrances impairing the security of this Deed of Trust.

3. To keep all buildings now or hereafter erected on the property continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor(s). The amount collected under any insurance policy may be applied upon any indebtedness secured by this Deed of Trust in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor(s) in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

5. To pay all costs, fees, and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured by this Deed of Trust and Trustee's and attorney's fees actually incurred, as provided by statute.

6. Should Grantor(s) fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances, or other charges against the property. Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured by this Deed of Trust, shall be added to and become a part of the debt secured in this Deed of Trust.

7. DUE ON SALE: (OPTIONAL – Not applicable unless initialed by Grantor and Beneficiary) The property described in this security instrument may not be sold or transferred without the Beneficiary's consent. Upon breach of this provision, Beneficiary may declare all sums due under the note and Deed of Trust immediately due and payable, unless prohibited by applicable law.

JAA 195 Grantor (Initials)

rae hte Beheficiary (Initials)

IT IS MUTUALLY AGREED THAT:

8. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured by this Deed of Trust shall be paid to Beneficiary to be applied to said obligation.

9. By accepting payment of any sum secured by this Deed of Trust after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

10. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor(s) and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

11. Upon default by Grantor(s) in the payment of any indebtedness secured by this Deed of Trust or in the performance of any agreement contained in this Deed of Trust, all sums secured by this Deed of Trust shall immediately become due and payable at the option of the Beneficiary, subject to any cure period provided in the note secured by this Deed of Trust. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; and (3) the surplus, if any, shall be distributed to the persons entitled thereto.

12. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser all right, title and interest in the real and personal property which Grantor(s) had or had the power to convey at the time of the execution of this Deed of Trust, and such as Grantor(s) may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrances for value.

13. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

14. In the event of the absence, death, incapacity, disability, or resignation of Trustee, or at the discretion of the Beneficiary, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of an action or proceeding in which Grantor(s), Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

15. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on his/her/their heirs, devisees, legatees, administrators, executors, and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

16. ADDITIONAL TERMS AND CONDITIONS: (check one)

a. 🗹 NONE

OR

b.

As set forth on the attached "Exhibit A" which is incorporated by this reference.

(Note: If neither "a" nor "b" is checked, then option "a" applies)

2009 Dated:

sil

State of <u>Washington</u> (olorado } County of <u>Larimer</u> }

I certify that I know or have satisfactory evidence that

is/are the person(s) who appeared before me, and said person(s) acknowledged that <u>he/she/they</u> signed this instrument and acknowledge it to be <u>his/her/their</u> free and voluntary act for the uses and purposes mentioned in this instrument.

SS:

TARY PUB	Ston Jun
STEVE	Notary Public in and for the State of <u>Washington</u> Colorado Residing at: <u>400</u> S. Howes St. FT -Collins, co. 80 SL/ My appointment expires: <u>4.9.2011</u>
My Comm. Exp. 04-09-2011 TO: TRUSTEE	REQUEST FOR FULL RECONVEYANCE Do not record. To be used only when note has been paid.

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated _____,

