

First American Title Of Jefferson County
2424 South Park Avenue, PO Box 598
Port Townsend, WA 98368
Phone: **(360) 385-1322**
Fax: **(360) 385-1877**

Agent for:

FIRST AMERICAN TITLE INSURANCE COMPANY

 First American Title	Litigation Guarantee
	ISSUED BY First American Title Insurance Company
Guarantee	GUARANTEE NUMBER 5015853-1514

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE,

FIRST AMERICAN TITLE INSURANCE COMPANY

a California corporation, herein called the Company

GUARANTEES

the Assured named in Schedule A of this Guarantee

herein called the Assured, against loss not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records, on the Date of Guarantee shown in Schedule A,

1. The title to the herein described land was vested in the vestee named, subject to the matters shown as exceptions herein, which exceptions are not necessarily shown in the order of their priority; AND
2. The necessary parties defendant in an action to foreclose on Instrument No. are as herein stated.

First American Title Insurance Company



Dennis J. Gilmore

Dennis J. Gilmore
President

Timothy Kemp

Timothy Kemp
Secretary



SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:

(a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.

(b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.

(c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.

2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:

(a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land

expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.

(b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.

(c) The identity of any party shown or referred to in Schedule A.

(d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

(a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.

(b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.

(c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

(e) "date": the effective date.

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

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided,

however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.

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

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

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

(a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.

(c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

LITIGATION GUARANTEE

Commitment No.: **53473**
Guarantee No.: **5015853-1514**
Effective Date: **7/13/2011 at 8:00 A.M.**
Liability: **\$ 10,000.00**
Premium: **\$ 400.00**
Sales Tax: **\$ 36.00**
Reference: **APN 601 334 099**

Assured: **Jefferson County Treasurer**

To: **Jefferson County Treasurer
Sabrina Hathaway
P O Box 571
Port Townsend, WA 98368**

The estate or interest in the land described or referred to in this schedule covered by this Guarantee is:

Fee Simple

Title to said estate or interest at the date hereof is vested in

Allen Joseph Payne, presumptively subject to the community interest of his spouse, if married on or after August 20, 1979 and prior to April 8, 1983, date of acquiring title solely

The land referred to in this guarantee is located in the County of **Jefferson**, State of **Washington**, and described as follows:

A tract or parcel of land located in the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 33, Township 26 North, Range 1 West, W.M., described as follows:

Beginning at a point North $63^{\circ} 17' 45''$ West 871.7 feet from the Southeast corner of said Section 33, and running thence North $89^{\circ} 52' 19''$ West 90.4 feet; thence North $17^{\circ} 34' 13''$ East to the Southerly right of way of the county road; thence Northeasterly along the right of way of the county road 64.9 feet; thence South $0^{\circ} 20' 29''$ West to the point of beginning.

Situate in the County of Jefferson, State of Washington.

Exceptions:

1. Delinquent General Taxes.

Year: 2008
Amount Billed: \$ 69.62
Amount Paid: \$ 0.00
Amount Due: \$ 69.62, plus interest and penalty
Tax Account No.: 601 334 099
Assessed Value: \$ 6,750

Delinquent General Taxes.

Year: 2009
Amount Billed: \$ 69.90
Amount Paid: \$ 0.00
Amount Due: \$ 69.90, plus interest and penalty
Tax Account No.: 601 334 099
Assessed Value: \$ 6,750

Delinquent General Taxes.

Year: 2010
Amount Billed: \$ 76.10
Amount Paid: \$ 0.00
Amount Due: \$ 76.10, plus interest and penalty
Tax Account No.: 601 334 099
Assessed Value: \$ 6,750

Delinquent General Taxes.

Year: 2011
Amount Billed: \$ 78.76
Amount Paid: \$ 0.00
Amount Due: \$ 78.76, plus interest and penalty
Tax Account No.: 601 334 099
Assessed Value: \$ 6,750

2. Terms, covenants, conditions and/or provisions contained in an easement serving said premises, as contained in instrument:

Recorded: April 21, 1969
Recording No.: 199947

3. Easement, including terms and provisions contained therein:

Recorded: February 2, 1970
Recording No.: 203922
In favor of: Puget Sound Power and Light Company, a Washington corporation
For: Electric transmission and/or distribution system
Affects: the Westerly 8 feet of said premises

4. Statement of Position and the terms and conditions thereof:

Recorded: February 3, 2010
Recording No.: 549576
Regarding: Ownership of and rights to the marina in Fisherman's Harbor

This Guarantee is restricted to the use of the Assured and is only for the purpose of providing information to facilitate litigating some matter of title affecting the land described in Schedule A. The Company shall have no liability for any reliance hereon except for the purpose for which this Guarantee is issued. This Guarantee is not a commitment nor an obligation by the company to issue any policy or policies of title insurance insuring said land, and it is not to be used as a basis for closing any transaction affecting title to said land.

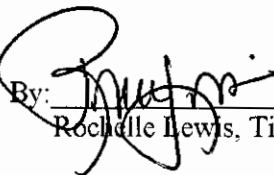
Upon request within 60 days from the effective date of this Guarantee, the Company will extend the effective date of this Guarantee, by endorsement to include the recording of a (Notice of Lis Pendens). Such an endorsement will show as additional exceptions, and therefore exclude from coverage, those matters attaching subsequent to the effective date of the Guarantee but prior to the issuance of the endorsement.

The Company may, **BUT IS NOT OBLIGATED TO**, issue additional endorsements extending the effective date of the Guarantee at the request of the assured. The fee for such Endorsement will be charged according to the Company's filed Rae Schedule for such endorsement. The Company will not, and accepts no obligation to, issue an endorsement extending the effective date to, or beyond, the date of any foreclosure sale of the premises, or date of forfeiture.

Attention is invited to the Soldiers' and Sailors' Civil Relief Act of 1940 and amendments thereto which could limit or inhibit a foreclosure or forfeiture action.

Attention is invited to the Federal Tax Lien Act of 1966 and amendments thereto which, among other things, provides for the giving of written notice in a specific manner to the Secretary of the Treasury or his delegate as a requirement for discharge or divestment of a federal tax lien. Upon request, the 30th day preceding the date of sale or forfeiture, the Company will issue an endorsement identifying any federal tax liens which may have been placed of record subsequent to the effective date of this Guarantee; however, the Company accepts no responsibility for determining said 30th day nor for issuing such endorsement without request therefore.

Attention is invited to Section 1825 (b) (2) in Title 12 of the United States Code which may require the consent of an agency of the United States for any foreclosure sale or forfeiture to be effective.

By:  _____
Rochelle Lewis, Title Officer

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

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

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

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

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

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

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

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

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

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

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

7. Determination and Extent of Liability.

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

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

(a) the amount of liability stated in Schedule A or in Part 2;

(b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or

(c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or

~~ATC~~ 92 Chaspy II / Cove
173



ATICOR COMPANY

Filed for Record at Request of

AFTER RECORDING MAIL TO:

Allen J. Payne
10021 26th S.W.
Seattle 98146

THIS SPACE RESERVED FOR RECORDER'S USE

373
Allen J. Payne

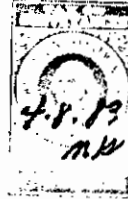
83

N. Gustafson

B.

283026

REVENUE STAMPS



JEFFERSON COUNTY EXCISE TAX

Aff. No. 39701

FORM L58F

Date Paid 8-20-79 Amt. 50.00

By D. Hanson Deputy
TREASURER

Statutory Warranty Deed

THE GRANTOR ROZELLA PAYNE, surviving spouse and sole heir of HUGH S. PAYNE,

for and in consideration of Fulfillment of Real Estate Contract

in hand paid, conveys and warrants to ALLEN JOSEPH PAYNE, a single man

the following described real estate, situated in the County of JEFFERSON, State of Washington:

A tract or parcel of land located in the Southeast quarter of the Southeast quarter of Section 33, Township 26 North, Range 1 West, W.M., described as follows:

Beginning at a point North 63°17'45" West 871.7 feet from the Southeast corner of said Section 33, and running thence North 89°52'19" West 90.4 feet; thence North 17°34'13" East to the Southerly right of way of the County Road; thence Northeasterly along the right of way of the County Road 64.9 feet; thence South 0°20'29" West to the point of beginning.

TOGETHER WITH all water and water rights thereunto belonging.

SUBJECT TO the last half of the 1979 real estate taxes which purchaser assumes and agrees to pay.

This deed is given in fulfillment of that certain real estate contract between the parties hereto, dated August 14, 1979, and conditioned for the conveyance of the above described property, and the covenants of warranty herein contained shall not apply to any title, interest or encumbrance arising by, through or under the purchaser in said contract, and shall not apply to any taxes, assessments or other charges levied, assessed or becoming due subsequent to the date of said contract.

Real Estate Excise Tax was paid on this sale or stamped exempt on August 20, 1979 . Rec. No. 39701

Dated this 11 day of February, 1983.

Rozella Payne (SEAL)

(SEAL)

STATE OF WASHINGTON, }
County of Yakima

On this day personally appeared before me Rozella Payne

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

GIVEN under my hand and official seal this 11 day of February, 1983

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

DECLARATION OF EASEMENT

19947

This Declaration of Easement made this 17th day of April, 1969,
by DONALD A. CHURCHILL and PATRICIA L. CHURCHILL, husband and wife,

WHEREAS, the undersigned are owners of the South $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, AND ALSO; Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, AND ALSO; Part of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, Section 33, Township 26 North, Range 1 West, W.M., AND ALSO; a portion of Government Lot 7, Section 4, Township 25 North, Range 1 West, W.M., all situated in Jefferson County, Washington, and

WHEREAS, it is necessary and desirable to provide certain easement benefits and burdens to said acreage for ingress and egress and for utilities,

NOW, THEREFORE, for said purpose of ingress and egress and utilities, DONALD A. CHURCHILL and PATRICIA L. CHURCHILL do hereby declare an easement over the property hereinafter described, on the following terms and conditions, and to the benefit and the burden of the properties hereinafter indicated, to the future and present owners of the afore mentioned acreage:

The said easement shall be described as follows: A tract of land 30 feet in width lying 15 feet either side of the following described center line located in the Southeast $\frac{1}{4}$ of Section 33, Township 26 North, Range 1 West, W.M., Jefferson County, Wa., and being more particularly described as follows: BEGINNING AT A POINT North $88^{\circ}56'33''$ West 924.9 feet from the Southeast corner of said Section 33, and running thence; North $89^{\circ}52'19''$ West 124.9 feet; thence North $51^{\circ}51'58''$ West 739.9 feet.

ALSO BEGINNING AT A POINT North $64^{\circ}44'32''$ West 1217.7 feet from the Southeast corner of said Section 33, Township 26 North, Range 1 West, W.M., Jefferson County, Wa., and running thence; South $9^{\circ}32'38''$ West 104.2 feet; thence South $24^{\circ}24'54''$ West 264.1 feet.

ALSO BEGINNING AT A POINT North $51^{\circ}27'55''$ West 1568.2 feet from the Southeast corner of said Section 33, Township 26 North, Range 1 West, W.M., Jefferson County, Wa., and running thence; South $24^{\circ}24'54''$ West 648.9 feet.

ALSO BEGINNING AT A POINT North $79^{\circ}28'54''$ West 914.9 feet from the Southeast corner of said Section 33, Township 26 North, Range 1 West, W.M., Jefferson County, Wa., and running thence; South $89^{\circ}52'19''$ East 734.4 feet; thence North $0^{\circ}20'29''$ East 395.7 feet.

ALSO BEGINNING AT A POINT North $37^{\circ}29'48''$ West 710.9 feet from the Southeast corner of said Section 33, Township 26 North, Range 1 West, W.M., Jefferson County, Wa., and running thence; South $0^{\circ}20'29''$ West 383.2 feet.

ALSO BEGINNING AT A POINT North $49^{\circ}52'12''$ West 840.2 feet from the Southeast corner of said Section 33, Township 26 North, Range 1 West, W.M., Jefferson County, Wa., and running thence; South $17^{\circ}50'13''$ East 94.7 feet; thence South $0^{\circ}20'29''$ West 120 feet.

ALSO BEGINNING AT A POINT North $53^{\circ}24'59''$ West 1277.6 feet from the Southeast corner of said Section 33, Township 26 North, Range 1 West, W.M., Jefferson County, Wa., and running thence; North $52^{\circ}19'04''$ East 285.4 feet; thence North $38^{\circ}24'49''$ East 625.0 feet; thence North $48^{\circ}28'21''$ West 79.7 feet; thence North $89^{\circ}39'31''$ West 699.2 feet; thence North $13^{\circ}10'46''$ West 449.2 feet.

ALSO BEGINNING AT A POINT North $39^{\circ}35'51''$ West 1220 feet from the Southeast corner of said Section 33, Township 26 North, Range 1 West, W.M., Jefferson County, Wa., and running thence; South $89^{\circ}39'31''$ East 618.3 feet; thence North $0^{\circ}20'29''$ East 874.0 feet; thence North $89^{\circ}39'31''$ West 1060.6 feet.

ALSO BEGINNING AT A POINT North $38^{\circ}54'11''$ West 1254 feet from the Southeast corner of said Section 33, Township 26 North, Range 1 West, W.M., Jefferson County, Wa., and running thence; North $31^{\circ}13'12''$ West 262 feet.

ALSO BEGINNING AT A POINT North $46^{\circ}31'35''$ West 1769.1 feet from the Southeast corner of said Section 33, Township 26 North, Range 1 West, W.M., Jefferson County, Wa., and running thence; South $89^{\circ}39'31''$ East 901.1 feet.

ALSO BEGINNING AT A POINT North $43^{\circ}40'22''$ West 1702.5 feet from the Southeast corner of said Section 33, Township 26 North, Range 1 West, W.M., Jefferson County, Wa., and running thence; North $0^{\circ}20'29''$ East 266.4 feet; thence North $13^{\circ}10'46''$ West 433.6 feet.

ALSO BEGINNING AT A POINT on the South line of said Section 33, 908.8 feet Westerly from the Southeast corner of said Section 33, and running thence; North $1^{\circ}58'25''$ West 283.7 feet thence; North $17^{\circ}34'13''$ East 245.0 feet.

Also, partial col-de-sac, being a radius of 60 feet; described as follows:

April 21, 1969

WR 9-597

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1. Center located North 44°56'09" West 294.8 feet from the Southeast corner of said Section 33, and extending from South 60°09'45" West to North 30°18'59" East.
2. Center located North 10°22'49" West 967.3 feet from the Southeast corner of said Section 33, and extending from South 60°33'41" West to North 30°19'14" East.
3. Center located North 5°23'07" West 1803.4 feet from the Southeast corner of said Section 33, and extending from South 29°32'55" East to North 59°47'41" West.

AND ALSO; a tract or parcel of land located in the South 1/4 of the Southeast 1/4 of Section 33, Township 26 North, Range 1 West, and in Government Lot 7, Section 4, Township 25 North, Range 1 West, W.M., Jefferson County, Wa., and being more particularly described as follows:

BEGINNING AT A POINT on the North line of said Section 4, 1055.1 feet Westerly from the Northeast corner of said Section 4, and running thence; North 51°51'58" West 343.9 feet to the TRUE POINT OF BEGINNING for this description and running thence; North 51°51'58" West 97.1 feet; thence South 24°24'54" West to the line of mean high tide; thence Southeasterly along the line of mean high tide to a point that bears South 24°24'54" West from the TRUE POINT OF BEGINNING; thence North 24°24'54" East to the TRUE POINT OF BEGINNING.

AND ALSO; a tract or parcel of land located in the Southeast 1/4 of Section 33, Township 26 North, Range 1 West, W.M., Jefferson County, Wa., and being more particularly described as follows:

BEGINNING AT A POINT North 12°45'58" West 1386.8 feet from the Southeast corner of said Section 33, and running thence; North 41°31'39" East 204.3 feet; thence North 48°28'21" West 212.6 feet; thence South 41°31'39" West 204.3 feet; thence South 48°28'21" East 212.6 feet to the POINT OF BEGINNING.

Donald A. Churchill
 Donald A. Churchill

Patricia L. Churchill
 Patricia L. Churchill

STATE OF WASHINGTON }
 COUNTY OF JEFFERSON } 581

DONALD A. CHURCHILL and PATRICIA L. CHURCHILL, known to me to be the individuals described in and who executed the foregoing instrument, appeared personally before me and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes mentioned therein.

WITNESS my hand and official seal this 17th day of April, 1969.



Rene Day
 Notary Public in and for the State of Washington, residing at Port Townsend, Washington

RECORDED 11-2-70
 BY Official Record
 APR 21 1969
 CITY & TOWN CLERK
Jefferson County
 Recorder

63

203822

ASSIGNMENT

For Electrical Utilities

RONALD A. CHURCHILL and PATRICIA L. CHURCHILL, his wife

R. A. WALKER and MARGIE M. WALKER, his wife

(Grantor herein) hereby grants and conveys to PUGET SOUND POWER & LIGHT COMPANY, a Washington corporation ("Grantee" herein), a perpetual easement for an electric line right-of-way together with the right to construct, maintain, replace, and enlarge one or more electric lines consisting of poles, anchors, wires and/or underground cables, conduits and manholes together with all necessary appurtenances therefor, over, across, and under the following described real property in Jefferson County, Washington:

Effects:

The Westerly 8 feet of Tract 92; and the Easterly 8 feet of Tracts 94 and 95 as described:

Tract 92

A tract or parcel of land located in the Southeast quarter of the Southeast quarter of Section 33, Township 26 North, Range 1 West, W.M., described as follows:

Beginning at a point North $63^{\circ}17'45''$ West 871.7 feet from the Southeast corner of said Section 33, and running thence; North $89^{\circ}52'19''$ West 90.4 feet; thence North $17^{\circ}34'13''$ East to the Southerly right of way of the County Road; thence Northeasterly along the right of way of the County Road 64.9 feet; thence South $0^{\circ}20'29''$ West to the point of beginning.

Tract 94

A tract or parcel of land located in the Southeast quarter of the Southeast quarter of Section 33, Township 26 North, Range 1 West, W.M. described as follows:

Beginning at a point North $63^{\circ}17'45''$ West 871.7 feet from the Southeast corner of said Section 33, and running thence; North $0^{\circ}20'29''$ East; 60 feet; thence South $89^{\circ}52'19''$ East 150 feet; thence South $0^{\circ}20'29''$ West 60 feet; thence North $89^{\circ}52'19''$ West 150 feet to the point of beginning.

Tract 95

A tract or parcel of land located in the Southeast quarter of the Southeast quarter of Section 33, Township 26 North, Range 1 West, W.M., described as follows:

Beginning at a point North $50^{\circ}40'30''$ West from the Southeast corner of said Section 33, which point is on the Southerly right of way of the County road, and running thence; South $17^{\circ}30'13''$ East 90.4 feet; thence North $89^{\circ}52'19''$ West 150 feet; thence North $0^{\circ}20'29''$ East to the Southerly right of way of said County road; thence Northeasterly along the Southerly right of way of the County Road, to the point of beginning.

vs 17-75A

No Monetary Consideration

5050

5050

9

549576 PGS:3 MISC

02/03/2010 11:55 AM \$64.00 COYLE COMMUNITY CLUB
Jefferson County WA Auditor's Office - Donna Eldridge, Auditor

Return to:
Coyle Community Club
81 Alder St.
Quilcene, WA 98376

Grantor: Coyle Community Club

Grantee: Public Interest

COYLE COMMUNITY CLUB

Statement of Position

This Statement of Position sets forth the position of the Members of the Coyle Community Club with regard to the Club's ownership of and rights to the marina in Fisherman's Harbor, and its rights as owner of State Tidelands Lease No. 20-009466, in which area the marina is located.

1. This Statement, where applied, shall supercede any and all interpretations of the Agreement of Compromise dated July 7, 1979 and recorded in the records of Jefferson County on January 30, 1995, Vol. 521, pgs. 492-495.
2. Where easements or quit claim deeds are to be rescinded according to the Agreement of Compromise, the Club shall assume the spirit of the Agreement regardless of any failure to complete the directives of the Agreement with following documents vacating easements or quit claiming property strips back to the lot of origin. Hence, no owner of an easement right or quit claimed strip of property that may be argued still exists shall be accorded any right to use of the dock, launch ramp, or gates, which are entirely owned and controlled by the Coyle Community Club.
3. No property outside the Churchill-Coyle Properties (CCP) that does not have included, on title in the legal description, a right to use of the "dock at Fisherman's Harbor" as of March 27, 1976, or has not subsequently been allowed such rights as written in the bylaws of the Coyle Community Club, shall be allowed such rights.
4. It is regarded that the launch ramp, the dock access ramp, and the gate at the head of the launch ramp are the property of the Coyle Community Club and are specifically not part of Tax Lot 16, also known as Birch Street, owned in common by all present and future owners within the CCP.
5. All original lots within the CCP are granted one "dock right", and no owner of a subdivided portion of any lot, either within the CCP, or of those lots with dock rights

Coyle Community Club, Statement of Position, continued

outside the CCP, may claim rights to use of the dock. Any other regulations or restrictions governing the granting or use of "dock rights" shall be as directed in the bylaws and dock rules of the Coyle Community Club.

6. The Coyle Community Club, as owners of Tidelands Lease No. 20-009466 and of the dock and its facilities, has sole authority, through a vote of its members, to control access to, and the uses of, all dock assets, and other CCC owned assets located on Birch Street, and to assess annual fees, set by a vote of its members, on all properties, both inside the CCP and outside, for the option of having rights to the dock facilities, with additional fees for dock use.

This Statement of Position is hereby accepted by a majority vote of a quorum of the Membership on September 6, 2009, and signed by its full Executive Board as authorized representatives of the Membership.

Date: 2-1-10

Executive Board:

President: Paul G. Shelton 2-1-10
Paul G. Shelton

Vice Pres: Ed Walstead 01-16-2010
Ed Walstead

Secretary: Beverly Bautista 1-16-10
Beverly Bautista

Treasurer: Carol G. Robinson 1-16-10
Carol G. Robinson

Director 1: Cherylan Schmitt 01-16-10
Cherylan Schmitt

Director 2: Dennis Schmitt 01-16-10
Dennis Schmitt

Director 3: Robert Stafford 01-16-10
Robert Stafford

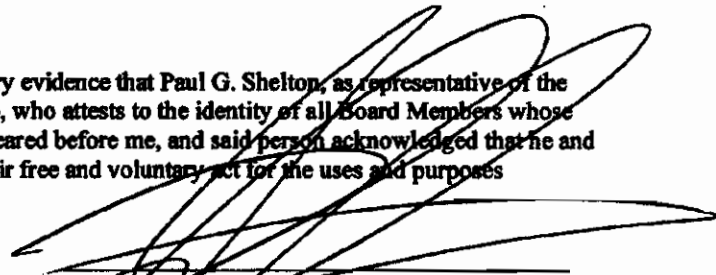
One-Year Term Director: Gary Elmer 01/16/10
Gary Elmer

Coyle Community Club, Statement of Position, continued

STATE OF WASHINGTON)
)
COUNTY OF ~~JEFFERSON~~ ^{KING}) ss

I certify that I know or have satisfactory evidence that Paul G. Shelton, as representative of the Executive Board of the Coyle Community Club, who attests to the identity of all Board Members whose signatures appear above, is the person who appeared before me, and said person acknowledged that he and all Board Members signed this document as their free and voluntary act for the uses and purposes mentioned in this instrument.

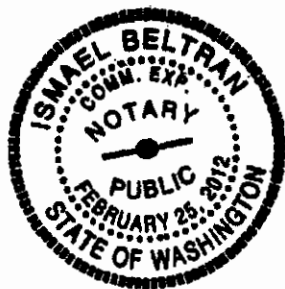
Dated: 02/01/10



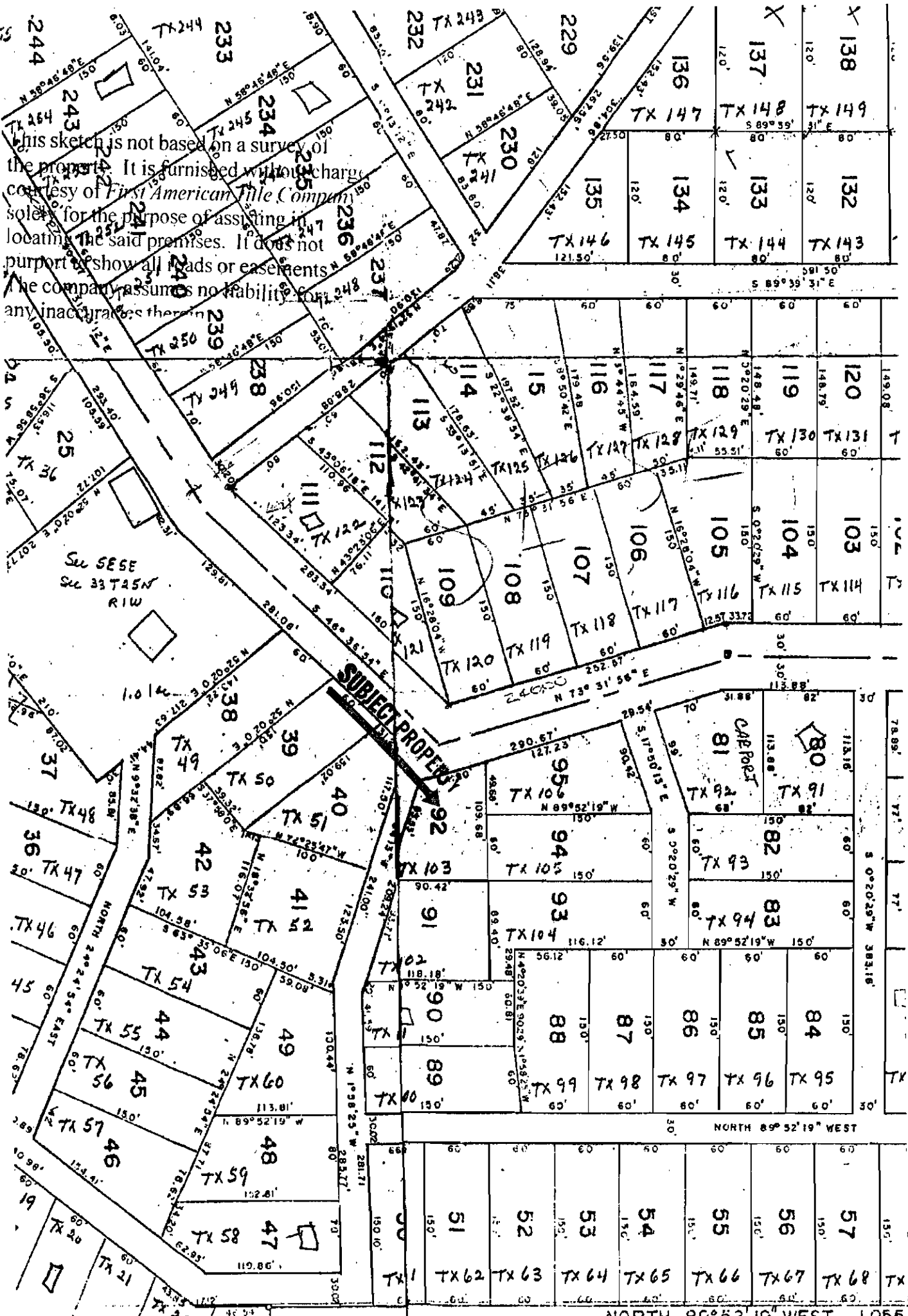
Notary Public in and for the State of Washington

Residing at SCATTLE

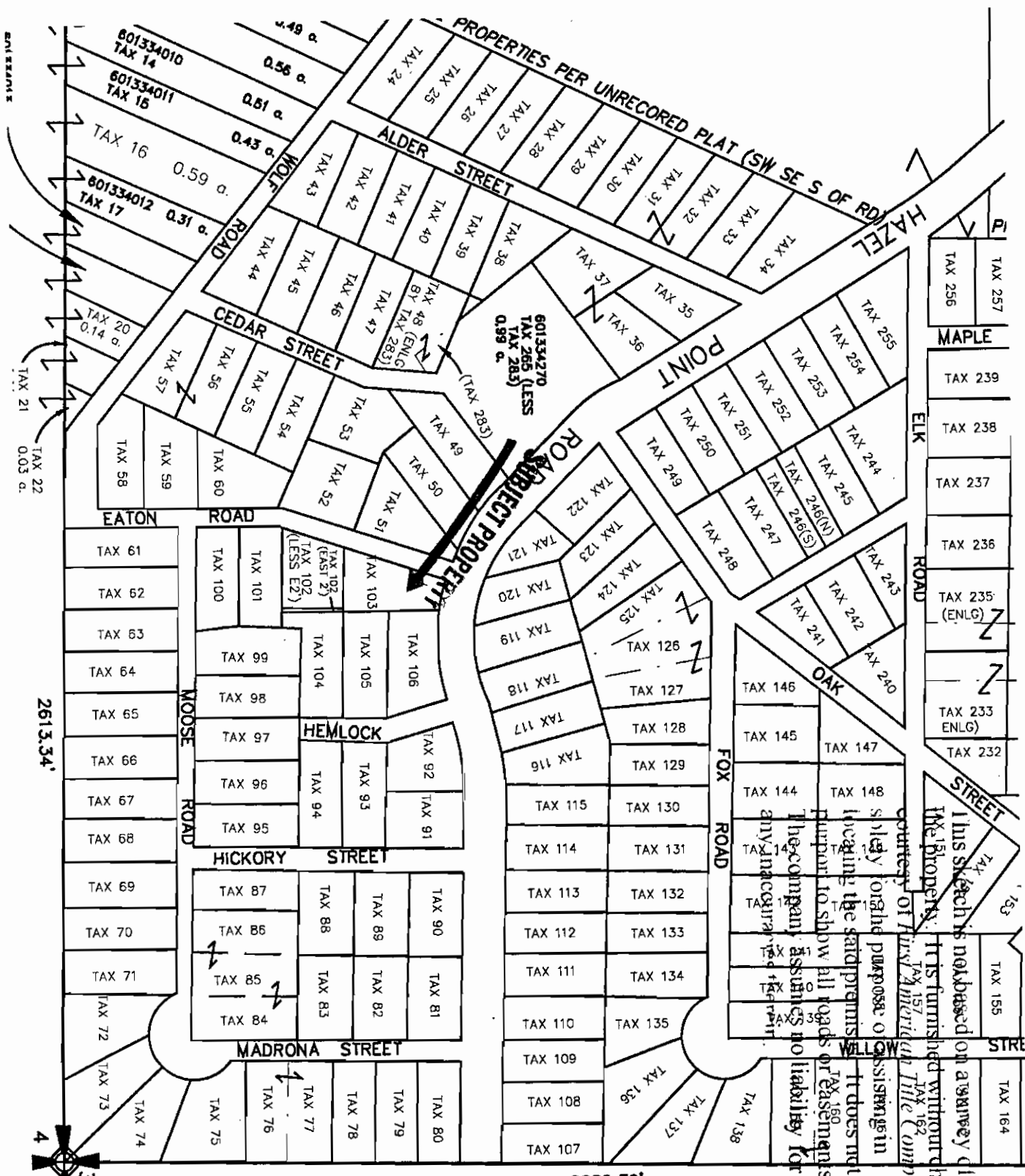
My appointment expires: Feb 25, 2012



This sketch is not based on a survey of the property. It is furnished without charge, courtesy of First American Title Company, solely for the purpose of assisting in locating the said premises. It does not purport to show all roads or easements. The company assumes no liability for any inaccuracies therein.



NORTH 89° 52' 19" WEST 1,055.



This sketch is not based on a survey of the property. It is furnished without charge as a courtesy of First American Title Company. The company assumes no liability for any inaccuracies or omissions in this sketch. It does not purport to show all roads or easements. The company assumes no liability for any inaccuracies or omissions in this sketch.



2629.39'

2613.34'