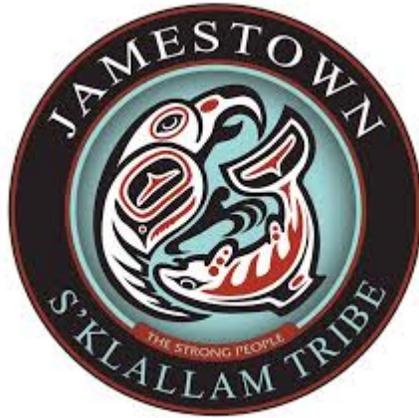


Jamestown S'Klallam Tribe



OUTPATIENT CLINIC

Environmental Review Packet Legal Description

January 10, 2020

EXHIBIT A

PARCEL A

THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER;
THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER;
THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; ALL IN SECTION 19, TOWNSHIP 30 NORTH, RANGE 3 WEST, W.M. EXCEPT THE EAST 30 FEET CONVEYED TO THE CITY OF SEQUIM BY DEED RECORDED UNDER RECORDING NO. 700113;
AND EXCEPT THE DAWLEY SUBDIVISION AS RECORDED IN VOLUME 13 OF PLATS, PAGE 20;
AND EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER RECORDING NO. 751085.

SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON.

PARCEL B:

LOT 1 AND 2 OF ANDERSON SHORT PLAT, RECORDED JUNE 12, 1979 IN VOLUME 7 OF SHORT PLATS, PAGE 1, UNDER CLALLAM COUNTY RECORDING No. 496761, BEING A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 30 NORTH, RANGE 3 WEST, W.M., CLALLAM COUNTY, WASHINGTON;
EXCEPT THAT PORTION LYING SOUTHERLY OF A LINE DESCRIBED AS BEGINNING AT A POINT OPPOSITE HIGHWAY ENGINEER'S STATION (HEREINAFTER REFERRED TO HES) 452+00 ON SR 101 SURVEY LINE OF SR 101, SEQUIM BYPASS AND 135 FEET NORTHERLY THEREFROM;
THENCE EASTERLY, PARALLEL WITH SAID SURVEY LINE, TO A POINT OPPOSITE HES 460+00 THEREON;
THENCE EASTERLY TO A POINT OPPOSITE HES 465+00 ON SAID SURVEY LINE AND 125 FEET NORTHERLY THEREFROM AND THE TERMINUS OF SAID LINE DESCRIPTION.

SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON.

SUBJECT TO:

1. ALL COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS OR OTHER SERVITUDES, IF ANY, DISCLOSED BY ANDERSON SHORT PLAT RECORDED UNDER CLALLAM COUNTY RECORDING NO. 496761.
2. ALL COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS OR OTHER SERVITUDES, IF ANY, DISCLOSED BY SURVEY RECORDED UNDER CLALLAM COUNTY RECORDING NO. 2007 1210891.
3. RIGHT-OF-WAY FOR NINTH AVENUE, IF ANY, AND ANY EASEMENT RIGHTS OF ADJOINING PROPERTIES OR THE PUBLIC TO THAT PORTION OF THE LAND INCLUDED WITHIN SUCH ROAD, AS DISCLOSED BY CLALLAM COUNTY ASSESSOR'S MAP.
4. RELINQUISHMENT OF ALL EXISTING, FUTURE OR POTENTIAL EASEMENTS FOR ACCESS, LIGHT, VIEW AND AIR, AND ALL RIGHTS OF INGRESS, EGRESS AND REGRESS TO, FROM AND BETWEEN THE LAND AND THE HIGHWAY OR HIGHWAYS TO BE CONSTRUCTED ON LAND CONVEYED BY DEED: RECORDED UNDER CLALLAM COUNTY RECORDING NOS: 751085

5. RELINQUISHMENT OF ALL EXISTING, FUTURE OR POTENTIAL EASEMENTS FOR ACCESS, LIGHT, VIEW AND AIR, AND ALL RIGHTS OF INGRESS, EGRESS AND REGRESS TO, FROM AND BETWEEN THE LAND AND THE HIGHWAY OR HIGHWAYS TO BE CONSTRUCTED ON LAND CONVEYED BY DEED: RECORDED UNDER CLALLAM COUNTY RECORDING NOS: 2005 1164598
6. EASEMENT AND THE TERMS AND CONDITIONS THEREOF RECORDED UNDER CLALLAM COUNTY RECORDING NOS.: 497473, 2015 1320968 AND 503821 BEING A RECORD OF AUDITOR'S FILE NO. 503651
7. COVENANTS, CONDITIONS AND RESTRICTIONS IMPOSED BY DOCUMENT RECORDED ON JUNE 14, 1979, UNDER CLALLAM COUNTY RECORDING NO. 496901, AND AMENDMENT(S) THERETO RECORDED UNDER CLALLAM COUNTY RECORDING NO(S). 656409.

Jamestown S'Klallam Tribe, a sovereignty



Diane Gange, CFO

496901

05731

DECLARATION OF COVENANT

AND

DECLARATION OF POLICIES

Know all men by these presents that we the undersigned owners in fee simple of the land described herein, hereby declare this covenant and place same on record.

We, the grantors herein, are the owners in fee simple of (an interest in) the following described real estate situated in Clallam County, State of Washington, to wit:

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 30 NORTH, RANGE 3 WEST, W.M., CLALLAM COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

wf

BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER THEREON SOUTH 1 DEGREE 49'38" WEST ALONG THE EAST LINE THEREOF, A DISTANCE OF 369.18 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 1 DEGREE 49' 38" WEST, A DISTANCE OF 287.80 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH 88 DEGREES 15' 32" WEST ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 663.73 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH 1 DEGREE 54' 30" EAST, ALONG THE WEST LINE THEREOF, A DISTANCE OF 115.08 FEET; THENCE SOUTH 88 DEGREES 18' 42" EAST A DISTANCE OF 409.18 FEET; THENCE NORTH 1 DEGREE 00' 56" EAST, A DISTANCE OF 70.80 FEET; THENCE SOUTH 85 DEGREES 49' 48" EAST, A DISTANCE OF 117.17 FEET; THENCE NORTH 2 DEGREES 29' 54" EAST, A DISTANCE OF 107.20 FEET; THENCE SOUTH 87 DEGREES 58' 39" EAST, A DISTANCE OF 137.07 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL ONE, PARCEL TWO AND PARCEL THREE OF WHITTAKER SHORT PLAT SECTION 30 TOWNSHIP 30 NORTH, RANGE 3 WEST W.M. RECORDED IN VOLUME 6 OF SHORT PLATS, PAGE 3, RECORDS OF CLALLAM COUNTY, WASHINGTON.

PARCEL ONE, PARCEL TWO AND PARCEL THREE OF PETERSON SHORT PLAT SECTION 30, TOWNSHIP 30 NORTH, RANGE 3 WEST W.M. RECORDED IN VOLUME 6 OF SHORT PLATS, PAGE 57, RECORDS OF CLALLAM COUNTY, WASHINGTON.

PARCEL ONE, PARCEL TWO, PARCEL THREE AND PARCEL FOUR OF ANDERSON SHORT PLAT SECTION 19, TOWNSHIP 30 NORTH, RANGE 3 WEST W.M. RECORDED IN VOLUME 7 OF SHORT PLATS PAGE 1, RECORDS OF CLALLAM COUNTY, WASHINGTON.

WELL SITE DESCRIPTION FOR PETERSON SHORT PLAT, WHITTAKER
WATER SYSTEM:

THAT PORTION OF PARCEL TWO AND PARCEL THREE, AS DELINEATED ON THE SHORT PLAT RECORDED IN VOLUME 6 OF SHORT PLATS, PAGE 57, RECORDS OF CLALLAM COUNTY, WASHINGTON, DESCRIBED AS LINE WITHIN THE CIRCUMFERENCE OF A CIRCLE, HAVING A RADIUS OF 100 FEET, THE CENTER OF SAID CIRCLE LIES IN THE SOUTH LINE OF SAID PARCEL TWO, LYING SOUTH 88 18' 42" EAST, A DISTANCE OF 100 FEET FROM THE SOUTHWEST CORNER OF SAID PARCEL TWO, INCLUDING A 20 FOOT UTILITY EASEMENT CONNECTING ABOVE-DESCRIBED WELL EASEMENT TO EXISTING ROAD ALONG THE EAST BOUNDARY OF PARCELS TWO AND THREE. EASEMENT TO LIE 10' EACH SIDE OF PROPERTY LINE BETWEEN PARCELS TWO AND THREE.

on which the grantors own a well and waterworks supplying water for use on said real estate, to wit: Well

It is the purpose of these grants and covenants to prevent certain practices hereinafter enumerated in the use of said grantors land which might contaminate said water supply, and to provide for perpetual maintenance of said well and water system.

NOW, THEREFORE, the grantors agree and covenant that said grantors, his heirs, successors and assigns will not construct, maintain, or suffer to be constructed or maintained upon the said land of the grantor and within 100 feet of the well herein described, so long as the same is operated to furnish water for public consumption by the owners of the above described real estate, any of the following: cesspools, sewers, privies, septic tanks, drainfields, manure piles, garbage of any kind or description, or storage of liquid or dry chemicals, herbicides, or insecticides, or any other act prohibited by Governmental regulations pertaining to land use within One Hundred (100) feet of a well servicing a water system.

Grantors reserve unto themselves, their heirs and assigns the right to charge subsequent owners of the above described real estate or any part thereof, a reasonable monthly fee for the

maintenance of the well pumphouse and pumps and any other facilities common to all users. Said charge shall initially be \$10.00 per residential user for the first 600 cubic feet and \$.01 cubic foot thereafter and may be raised periodically to accommodate economic changes. Grantors, their heirs and assigns shall expend said funds for the maintenance costs, replacement costs and utility bills attributable to the system. Failure of payments by any owner shall be a lien upon the real property owned by the non-paying party. Said lien may be foreclosed as other liens according to the laws of the State of Washington. One party appointed by a majority of lot owners to collect assessments and pay utility, repairs and other costs pertaining to the water system.

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

WITNESS our hands this 13TH day of JUNE, 1979.

EASTGATE REATLY, INC., a Washington Corporation

By:

Charles E. Little
CHARLES E. LITTLE

Janet J. Little
JANET J. LITTLE

M. K. Whittaker
M. K. WHITTAKER

Penelope Whittaker
PENELOPE WHITTAKER

By M. K. Whittaker Attorney, in fact by document recorded under auditors File #

Jon C. Peterson
 JON C. PETERSON
Donna D. Peterson
 PETERSON
 by John C. Peterson, Attorney
 in fact by document recorded
 under auditors File # _____
Charles W. Anderson
 ANDERSON
James D. Anderson
 ANDERSON

STATE OF WASHINGTON } ss.
 County of KING

On this 13th day of June A. D. 1979, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared M.K. Whittaker to me known to be the individual described in and who executed the foregoing instrument for him self and as attorney in fact of Penelope J. Whittaker also therein described, and acknowledged to me that he signed and sealed the same as his voluntary act and deed and as the free and voluntary act and deed of the said Penelope J. Whittaker for the uses and purposes therein mentioned, and on oath stated that the power of attorney authorizing the execution of this instrument has not been revoked and that the said Penelope J. Whittaker is now living.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.
Elizabeth Surmester
 Notary Public in and for the State of Washington
 residing at Redmond

Form L 31 (Acknowledgment by Self and as Attorney in Fact, Pioneer National Title Insurance Company)

STATE OF WASHINGTON } ss.
 County of KING

On this 13th day of June A. D. 1979, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jon C. Peterson to me known to be the individual described in and who executed the foregoing instrument for him self and as attorney in fact of Donna D. Peterson also therein described, and acknowledged to me that he signed and sealed the same as his voluntary act and deed and as the free and voluntary act and deed of the said Donna D. Peterson for the uses and purposes therein mentioned, and on oath stated that the power of attorney authorizing the execution of this instrument has not been revoked and that the said Donna D. Peterson is now living.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.
Elizabeth Surmester
 Notary Public in and for the State of Washington
 residing at Redmond

Form L 31 (Acknowledgment by Self and as Attorney in Fact, Pioneer National Title Insurance Company)

1069901

FILED IN RECORDS AT THE REQUEST OF
PIONEER NATIONAL TITLE INS.

RECORDED IN RECORDS OF CLALLAM CO.

1979 JUN 14 - PH 3:14

552 PAGE 131

WIDE C. DINGMAN, AUDITOR
CLALLAM COUNTY, WASH.

STATE OF WASHINGTON,

County of King } ss.



On this day personally appeared before me

Charles W. Anderson and Judith D. Anderson

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

Given under my hand and official seal this 13TH day of June, 1979

Elizabeth Surmaster

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

TL-34 R1 8/74

SAFECO Title Insurance Company - ACKNOWLEDGMENT - ORDINARY

STATE OF WASHINGTON

County of KING } ss.

On this 13TH day of June, A. D. 1979, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Charles E. Little and Janet J. Little to me known to be the President and Secretary, respectively, of
Eastgate Realty, Inc.

the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that t they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

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

Elizabeth Surmaster
Notary Public in and for the State of Washington
residing at Redmond

(Acknowledgment by Corporation, Washington Title Insurance Company, Form L 29)

Maitte
PNTI
PO Box 1425
Sequim

AGREEMENT TO MODIFY COVENANTS

The undersigned owners hereby agree and consent to modify and change certain covenants which apply to their real property.

RECITALS

The parties recite and declare:

A. They are the present owners of real property in Clallam County, Washington, located within the Anderson Short Plat (Vol. ⁴⁹⁶⁷⁶¹ 7, Page 1); the Peterson Short Plat (Vol. ⁴⁹³¹⁴⁹ 6, Page 57); the ⁴⁸⁸⁹⁴⁴ Whitaker Short Plat (Vol. 6, Page 3); the Anderson Short Plat (Vol. 7, Page 1); and the Little Short Plat (Vol. ⁵⁰⁷⁹³⁰ 8, Page 54). SW SW 19-30-3
NWN W 30-30-3

B. The above described properties are subject to Declaration of Covenant and Declaration of Policies recorded under Auditor's File No. 496901, which document establishes certain benefits and obligations relating to a water system.

C. The owners of Lot 2 of the Anderson Short Plat, recorded on June 12, 1979, in Volume 7 of Short Plats, page 1, under Auditor's File No. 496761, desire to provide their own domestic water supply and wish to be removed from the community water system established under said covenants.

D. The other owners desire and agree to release said Lot 2 from the water system.

In consideration of the mutual covenants and agreements made herein the parties hereby agree as follows:

1. Said Lot 2 of the Anderson Short Plat, and the owners thereof, shall be released from any and all liability for payment of assessments, fees or other charges related to the operation of the community water system after November 1, 1991, or when sooner disconnected from the system. Water charges prior to disconnection shall be paid as due.

2. On or before November 1, 1991 said Lot 2 shall be disconnected from the water system and shall thereafter have no right, title or interest to the water system and shall not be entitled to connect to the system.

3. The parties agree that they may each sign separate copies of this agreement and that the signature page of each separate copy may be attached to one copy of the agreement for recording.

Agreement to Modify Covenants - Page 1 of 2.

Dated September 4, 1991.

MILO MILLOSOVICH

LAURA MILLOSOVICH

MILTON E. HENDERSON

RUTH HENDERSON

GRANT L. MCKNIGHT

ALICE MCKNIGHT

George D. Knudson
GEORGE D. KNUDESON

Betty E. Knudson
BETTY E. KNUDESON

REX H. CORWIN

CHARLES E. LITTLE

JANET J. LITTLE

NORBERT E. ROSS

SHARI A. ROSS

MARK R. GILLIS

KATHERINE D. GILLIS

RICHARD L. ROGERS

S. TARA ROGERS

FRANK R. NEWBERG, JR.

MELINDA J. NEWBERG

WALTER W. GRIFFITH, SR.

SHIRLEY M. GRIFFITH

MARGARET ANN SWATTON

STEVEN E. CARLSON

JILL VARNI

State of Washington
County of Clallam

I certify that I know or have satisfactory evidence that George D. Knudson and Betty E. Knudson is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated September 4, 1991.

Shirley J. Zim
Notary Public
My appointment expires 2/4/97


RELEASE OF CLAIMS

FOR AND IN CONSIDERATION of the payment of the sum of FIVE THOUSAND DOLLARS (\$5,000.00), the receipt of which is hereby acknowledged the undersigned do hereby release, acquit and forever discharge Charles Stanley Smock and Ruth Lorraine Smock, husband and wife, and Alexander Home Realty, Inc., its agents and brokers, of and from any and all actions, causes of action, claims, demands, damages, costs, expenses and compensation, on account of or in any way arising out of the sale and conveyance of the following described real property:

Lot 2 of Anderson Short Plat, recorded in Volume 7 of Short Plats, page 1, under Auditor's File No. 496761.

The terms of this settlement are fully understood and voluntarily accepted, all of the terms of said settlement are incorporated herein; and this release is executed by the undersigned on knowledge of the facts and is not made in reliance upon any statement of any person, except as contained herein.

It is understood and agreed that this is a full and final release of all claims for damage of every nature and kind whatsoever, and releases claims that are known or unknown, suspected or unsuspected.

IN WITNESS WHEREOF, this release has been executed by the undersigned this 4th day of September, 1991.

George D. Knudeson
George D. Knudeson

Betty E. Knudeson
Betty E. Knudeson

I, the undersigned, Notary Public, in and for the State of Washington, hereby certify that on this 4th day of September, ~~1989~~ ¹⁹⁹¹, personally appeared before me George D. Knudeson and Betty E. Knudeson, to me known to be the individual(s) described in and who executed the foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last written.



Shirley Zinsland
NOTARY PUBLIC
My Commission Expires: 2/4/91