



204 South Lincoln, P.O. Box 248, Port Angeles, WA 98362 Phone: (360) 457-2000 / Fax: (360) 457-9330

## Subdivision Certificate

Prepared For:  
Todd Arrambide

Order No.:	118814
Charge:	\$ 300.00
Tax:	\$ 25.20
Total:	\$ 325.20

In the matter of the Subdivision to be submitted for approval, this Company has examined the records of Clallam County. This certificate is made for the purpose herein specified, and is not to be used as a basis for closing any transaction. Liability is limited to the charge made for this certificate. From such examination, the Company hereby certifies the title to the following described land, in said Clallam County, to wit:

Lot 2B in Volume 53 of Surveys, page 60, being a portion of Section 30, Township 30 North, Range 3 West, W.M., Clallam County, Washington.

Situate in the County of Clallam, State of Washington.

**Is Vested in:** Irvin Boyd Family Limited Partnership

**Special Exceptions:**

1. General taxes, as follows, together with interest, penalty and statutory foreclosure costs, if any, after delinquency:

<u>TAX ACCOUNT NO.</u>	<u>YEAR</u>	<u>AMOUNT BILLED</u>	<u>AMOUNT PAID</u>
033030 320010	2014	\$241.49	\$120.78

Property ID No. 81700

2. The lands described herein have been classified as Open Space and are subject to the provisions of RCW 84.34 which include the requirement of a continuation of restricted use in order to continue to present assessment rate. A change in use can cause an increased assessment rate for present and past years.

Application Recorded: February 14, 1972  
Recording No.: 410022

Any sale or transfer of all or a portion of said property requires execution of a notice of compliance form by the new owner and submission to and approval by the county assessor prior to such sale.

Note: If the proposed transaction involves a sale of the property so classified or designated, there will be additional requirements regarding the real estate excise tax affidavit. Please contact Clallam County Assessor or the company for additional information.

3. Easement, including terms and provisions contained therein:

Recorded: November 23, 1929  
Recording No.: 132881  
In favor of: Town of Sequim, a municipal corporation  
For: Pipeline  
Affects: Portion of said premises

4. Easement, including terms and provisions contained therein:

Recorded: September 7, 1954  
Recording No.: 282255  
In favor of: Town of Sequim, a municipal corporation  
For: Pipeline  
Affects: Portion of said premises

5. Easement, including terms and provisions contained therein:

Recorded: September 10, 1954  
Recording No.: 282378  
In Favor Of: Public Utility District No. 1, of Clallam County, a municipal corporation  
For: Electric transmission and/or distribution system

6. Easement, including terms and provisions contained therein:

Recorded: December 18, 1981  
Recording No.: 526392  
In favor of: KGDT Corporation  
For: Installation and maintenance of a water line  
Affects: Portion of said premises

7. Easement, including terms and provisions contained therein:  
Recorded: July 30, 1992  
Recording No.: 672107  
For: Installation, location, repair, maintenance and replacement of a water pipeline  
Affects: Portion of said premises
8. Annexation Contract imposed by instrument recorded on April 17, 1995, under Recording No. 737743.
9. Conditions, notes, easements, provisions contained and/or delineated on the face of the Survey recorded in Volume 53 of Surveys at page(s) 60 in Clallam County, Washington.
10. Covenants, conditions, restrictions and/or easements; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, family status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(C).  
Recorded: December 10, 2003  
Recording No.: 2003 1124092
11. Easement, including terms and provisions contained therein:  
Recorded: February 1, 2005  
Recording No.: 2005 1150030  
For: Sanitary sewer line  
Affects: Portion of said premises
12. Conditions, notes, easements, provisions contained and/or delineated on the face of the Survey recorded in Volume 72 of Surveys at page(s) 63 in Clallam County, Washington.
13. Terms, conditions, provisions and stipulations of the partnership agreement of Irvin Boyd Family Limited Partnership, a Washington Limited Partnership. A Copy of the certificate of agreement and all amendments which are properly filed with the secretary of state must be submitted prior to closing. Any conveyance or encumbrance of partnership property must be executed by all of the general partners.

Note: If the proposed transaction involves a sale of all or substantially all of the partnerships assets, the written consent of all the limited partners should be submitted prior to closing.

Dated: October 7, 2014 at 8:00 a.m.

Your title officer for this transaction is **Bernt Nasset**. If you have any questions concerning this title commitment, please do not hesitate to call me at (360) 457-2000 or e-mail [bernt@clallamtitle.com](mailto:bernt@clallamtitle.com)

By: **Bernt Nasset, Title Officer**

41022

60971

Prepare in Triplicate with one completed copy to each of the following:  
Applicant  
Legislative Body  
County Assessor

OPEN SPACE TAXATION AGREEMENT

This Agreement between Florence M. Warner, PO Box 531, Sequim, Wa  
hereinafter called the "owner",  
and (insert city or county) Challenger County

Whereas the owner of the following described real property having made application for classification of that property under the provisions of RCW 84.34,

And whereas, both the owner and legislative authority desire to limit the use of said property, recognizing that such land has substantial public value as open space and that the preservation of such land constitutes an important physical, social, esthetic and economic asset to the public, and both parties agree that the classification of the property during the life of this Agreement shall be for:

Farm and Agricultural

(Open Space, Farm and Agricultural, Timber Land)

Now, therefore, the parties, in consideration of the mutual covenants and conditions set forth herein, do agree as follows:

- (1) During the term of this Agreement, the land shall only be used in accordance with the preservation of its classified use.
- (2) No structures shall be erected upon such land except those directly related to, and compatible with the classified use of the land, or except those residence buildings for such individuals as are engaged in the care, use, operation or management of said land.
- (3) This Agreement shall be effective commencing on the date the legislative body receives the signed Agreement from the property owner, and shall remain in effect for a period of at least ten (10) years.
- (4) This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the parties hereto.
- (5) Withdrawal: The land owner may withdraw from this Agreement if after a period of seven years the land owner makes a withdrawal request which request is irrevocable, to the assessor. Three years from the date of that request the assessor shall withdraw the land from the classification, and the applicable taxes and interest shall be imposed as provided in RCW 84.34.070.
- (6) Breach: After land has been classified and an Agreement executed, any change of the use of the land, except through compliance with items (5), (7) or (8) of this Agreement, shall be considered a breach of this Agreement, and subject to applicable taxes, penalties and interest as provided in RCW 84.34.080.
- (7) A breach of Agreement shall not occur if the change in use results from the sale of land classified under this Act within two years after the death of the owner of at least fifty percent of such land.
- (8) Eminent Domain: When any permissible action in eminent domain for the condemnation of the fee title of the land under agreement is filed or when such land is acquired as a result of a sale to a public body, this Agreement shall be null and void as of the date the action is filed and thereafter the Agreement shall not be binding on any party to it.
- (9) The County Assessor may require reports from classified land owners. If the owner fails to return a required report within ninety days, the Assessor may declare the Agreement in breach.

*M*  
2-14-77

Legal Description of classified lands:

SW, NW Section 30, T 30N, R 3 W/M	39.22	Acres
NW, SW Section 30, T 30N, R 3 W/M	39.34	Acres
SE, NE Section 25, T 30N, R 4 W/M	40	Acres
NE, SE Section 25, T 30N, R 4 W/M	40	Acres
N 1/2 NE Section 36, T 30N, R 4 W/M	80	Acres
SW, SE Section 25, T 30N, R 4 W/M	40	Acres
SE, SE Section 25, T 30N, R 4 W/M	40	Acres
<b>Total</b>	<b>318.56</b>	<b>Acres</b>

This Agreement shall be subject to the following conditions:

FILED FOR RECORD AT THE REQUEST  
 OF *County Treasurer*  
 RECORDED IN RECORDS OF CLALLAM CO.  
 1972 FEB 14 PM 3:03  
 IN VOL. *372* PAGE *312*  
 ALICE B. THORNE, AUDITOR  
 CLALLAM COUNTY, WASH.  
*Deputy*

It is declared that this Agreement contains the classification and conditions as provided for in RCW 84.36 and the conditions imposed by this Legislative Authority.

410022

Dated *January 27, 1972*  
 December, 1971

Legislative Authority:

BOARD OF CLALLAM COUNTY COMMISSIONERS  
 City or County

By *Samuel L. Lydic*  
 Chairman  
*John F. Kramer*  
 Deputy

As owner(s) of the herein described land I (we) indicate by my (our) signature(s) that I (we) are aware of the potential tax liability and hereby accept the classification and conditions of this Agreement.

Dated *February 8, 1972*

*Thomas M. Wiggins*  
 Owner(s)

(Must be signed by all Owners)

Subscribed and sworn to before me this

*8* day of *February*, 19*72*

*Notary Public*  
 Notary Public

Date signed Agreement received by Legislative Authority *Feb 8, 1972*

THAD WAGNER ET UX

TO  
TOWN OF SEQUIM

EASEMENT

THIS AGREEMENT, Made and entered into this 21 day of November, 1929, by and between Thad Wagner and Anna B. Wagner, his wife, of Sequim, Wasington, parties of the first part, and the Town of Sequim, a Municipal Corporation, organized and existing under Laws of the State of Washington, party of the second part, WITNESSETH:

That for and in consideration of the use of One Boiler and the sufferance and the mutual benefits to be had and received, each from the other- as hereinafter set forth, the parties of the first part have this day granted an Easement to the party of the second part to a strip of land ten feet in width extending over and across the following described lands owned by first parties, to-wit:

The NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 30, Township 30 N. Range 3, T. 30 N. The NE $\frac{1}{4}$  of SE $\frac{1}{4}$ , SE $\frac{1}{4}$ , of SE $\frac{1}{4}$ , and the SW $\frac{1}{4}$  of SE $\frac{1}{4}$  of Section 25, Township 30 N. Range 4, T. 30 N. The NW $\frac{1}{4}$  of NE $\frac{1}{4}$ , and the SW $\frac{1}{4}$  of NE $\frac{1}{4}$  of Section 36, Township 30 N. Range 4, T. 30 N.

The foregoing land through which said pipe shall extend is more definitely set forth and described, as follows:

Commencing at a point 3031.5 feet South, and 1335.8 feet East from the Section Corner, common to Section 25, T. 30 N. R. 4 N. W. 4, and Section 30, T. 30 N. R. 3 N. W. 4, which point is 9 plus 60 on the located line, Thence S. 59° 23'. 1171.2 feet Thence S. 49° 19'. 1442.6 feet Thence S. 34° 45'. 3121.6 feet to a point 69 feet South and 15 feet East from the 1/16 corner to the NW $\frac{1}{4}$  of NE $\frac{1}{4}$ , the NW $\frac{1}{4}$  of NE $\frac{1}{4}$ , SE $\frac{1}{4}$  of NE $\frac{1}{4}$ , the SW $\frac{1}{4}$  of NE $\frac{1}{4}$  Section 36, T. 30 N. Range 4 N. W. 4.

The same shall be used by second party for water main for the transportation of water from the Dungeness River to the Town of Sequim, and adjacent territory, said pipe line to be maintained embedded more than twenty inches under the surface of the ground, and that second party shall be entitled to enter upon or cross any lands in going to or returning from said ten foot strip of land at any time and install, repair, or substitute any portion of said pipe line, enlarge or duplicate the same when necessary or desirable, in furtherance of the efficiency or necessity or the improvement or enlargement of said water system.

IN CONSIDERATION of the foregoing and the rights of second party to enter upon said land and construct, improve and repair said water system, second party shall supply first parties with domestic water for first parties' home on SE $\frac{1}{4}$ , SE $\frac{1}{4}$ , Section 25, Township 3 North, Range 4 N. W. 4, through a one-and-one half inch pipe and three quarter inch service taps to first parties' said home and milk house, which said taps and the installation thereof shall be made and done by second parties at its expense, and the point of diversion and tap shall be made at Station 48 on the Southeast corner of SE $\frac{1}{4}$  of SE $\frac{1}{4}$  of Section 25, Township 30 N. Range 4, T. 30 N., and another three-quarter inch service tap in the Southwest corner of NW $\frac{1}{4}$ , NE $\frac{1}{4}$ , Section 36, Township 30 N. Range 4, T. 30 N.

It is further understood and agreed between the parties hereto, that first party shall be entitled to the use of the surface of said easement for farming or other purposes, subject to the rights of second party to enter upon and replace or substitute said pipe system.

The rights, title, and privileges and authority hereby granted shall continue and be in force until such time as the Town of Sequim shall permanently abandon and remove said pipe line, at which time all such rights, title, privileges and authority hereby granted shall terminate.

IN WITNESS WHEREOF, first parties herein set their hands and seals, this 21 day of November, 1929.

(Corporate Seal of the Town of Sequim)

Attest: J. H. Schumacher

By City Clerk.

Thad Wagner

Anna B. Wagner

Herbert Godfrey

Mayor

(Continued)

STATE OF WASHINGTON,        )
                                  )
                                  )
COUNTY OF CLALLAM         )

THIS IS TO CERTIFY, That on this 21 day of November, 1929, before me, the undersigned, a Notary Public in and for the State of Washington, personally came Thad Wagner & Anna B. Wagner, his wife to me known to be the individuals described in and who executed the within instrument, and acknowledged to me that they and each of them signed and sealed the same as their and each of their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal, the day and year in this certificate first above written.

T. Eldo Murphy

( Notarial Seal  
Com. Exp.

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

Apr. 4, 1931.)

Filed for record at the request of T. H. Schmecher, Nov. 23, 1929 at 10:00 A. M.

J. T. Farren, Auditor.

By \_\_\_\_\_ Deputy

.....

Easement Fld Sep. 7, 1954  
October 8, 1953 \$1.00

282255  
10:00 (Town of Sequim)

231  
524

Florence M. Wagner, a single woman  
Town of Sequim, a municipal corporation  
Heading same as in 282254

A strip or tract of land lying in the Northwest Quarter of the Southwest Quarter of Section 30, Township 30 North, Range 3, W.W.M. and in the Southeast Quarter of Section 25, Township 30 North, Range 4, W.W.M. and in the Northeast Quarter of Section 36, Township 30 North, Range 4, W.W.M. more particularly described as follows:

Assuming that the North boundary line of Section 30, Township 30 North, Range 3, W.W.M., is a true east-west line, said tract of land is a tract thirty feet wide lying 15.0 feet on each side of a line whose point of beginning is a point 1339.3 feet east and 2801.4 feet south from the Northwest corner of said Section 30; thence South 78 degrees 41 minutes west 1127.2 feet; thence South 48 degrees, 48 minutes west 1494.3 feet; thence South 34 degrees 10 minutes west 3179.9 feet to a point in the North-south county road through said Section 36, containing 4.00 acres, more or less, all being situated in Clallam County, State of Washington.

Grantee shall supply the Grantor with domestic water for house, barn and milkhouse for the Grantor's use through a 1-1/2" pipe and 3/4ths" service taps which said taps and installation shall be at the expense of the Grantee and one connection shall be located in the Southeast corner of the Southwest Quarter of the Southeast Quarter, Section 25, Township 30 North, Range 4, W.W.M., and one connection shall be located in the Northwest corner of the Northwest Quarter of the Southwest Quarter, Section 30, Township 30 North, Range 3, W.W.M., all being situated in Clallam County, State of Washington.

Next two paragraphs same as in 282254

It is further understood and agreed between the parties hereto that Grantor shall be entitled to the use of the surface of sd property herein described for farming and other purposes, subject to the rights of Grantee to enter upon and replace or substitute sd pipeline, sd pipeline to be maintained and imbedded more than twenty (20") inches under the surface of the ground and Grantee shall be entitled to enter upon or cross any lands in going to or returning from sd strip or tract of land at any time and install, repair or substitute any portion of sd pipeline. The right, title and privileges and authority hereby granted shall continue and remain in full force and effect until such time as the Town of Sequim shall abandon and remove sd pipeline.

Florence M. Wagner  
Grantor

Excise Tax exempt  
ccw October 8, 1953, Florence M. Wagner, bef Peter F. Black,  
np W Sequim, ns Sept. 7, 1954.



R/W Ease Fld September 10, 1954  
August 27, 1954

1:45(PUD)

232378

231  
594

(Form same as #282371)

\*\*\*\*

East (30) feet of NW SW and SW NW of Section 30 T. 30 N.,  
Range 3 WWM.

Florence Wagner

xen ok

R/W Ease Fld September 10, 1954  
April 21, 1954

1:45(P.U.D. #1 of Clallam Co.)

282371

231

For good and valuable consideration, receipt of which is hby ack  
the undersigned, owners of the land below described, hby grant to  
Public Utility District No. 1 of Clallam County, a municipal  
corporation, the right to locate, construct, operate, repair and  
maintain thon an electric transmission and distribution ln or  
system, including the right to cut and trim trees to the extent  
necessary to keep them clear of sd ln or system and to cut down,  
from ti to ti, all dead, weak, leaning or dangerous trees that  
are tall enough to strike the wires in falling.

The tt of land referred to is situated in CCW, and daf:

The ( $W\frac{1}{2}$ ) of the ( $SE\frac{1}{4}$ ) of the ( $SE\frac{1}{4}$ ) of the ( $NE\frac{1}{4}$ ) of Section  
(10) in Township (30) North of Range (5) West of Willamette  
Meridian.

Virgie M. Hulse  
Robert R. Hulse

xen ok



526392

1008

Filed for Record at Request of

NAME KGDT Corporation  
ADDRESS P. O. Box 355  
CITY AND STATE Sequim, WA 98382

THIS SPACE RESERVED FOR RECORDER'S USE  
*Ted Thornton*  
1981 DEC 18 PM 2:52  
016 635  
*Stanley*

EASEMENT

THE GRANTOR Irvin and Hellen Boyd

for and in consideration of Mutual Benefits

conveys and quit claims to KGDT Corporation

the following described real estate, situated in the County of  
State of Washington, including any after acquired title.

An easement for installation and maintenance of a water line over and across the  
following described property:

The South 10.00 feet of the Southeast quarter, Northeast quarter, Southeast quarter  
of Section 25, Township 30 North, Range 4 West, W.M., and the South 10.00 feet of  
the Northwest quarter, Southwest quarter of Section 30, Township 30 North, Range  
J West, W.M., Clallam County, Washington.

In return for the above described easement, Loma Vista Water Company will furnish  
one domestic water hookup, without charge, to the Grantor. This hookup does not  
include installation costs and will be subject to the current monthly charge for  
water.

prn arb 56 30-30-3

prn arb 38 25-30-4

Dated December 15th, 19 81

Irvin Boyd  
(Individual)  
Hellen Boyd  
(Individual)

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

STATE OF WASHINGTON  
COUNTY OF CLALLAM

STATE OF WASHINGTON  
COUNTY OF \_\_\_\_\_

On this day personally appeared before me \_\_\_\_\_  
IRVIN BOYD and HELLEN BOYD

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

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

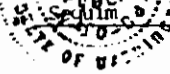
and \_\_\_\_\_  
to me known to be the \_\_\_\_\_ President  
and \_\_\_\_\_ Secretary, respectively, of

GIVEN under my hand and official seal this 15th  
15th day of December, 19 81

the corporation that executed the foregoing instrument, and  
acknowledged the said instrument to be the free and volun-  
tary act and deed of said corporation, for the uses and pur-  
poses therein mentioned, and on oath stated that \_\_\_\_\_  
authorized to execute the said  
instrument and that the seal affixed is the corporate seal of  
said corporation.

Notary Public in and for the State of Washington, residing

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



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

12-12-81

vol 610 : 635

526392

FILED FOR RECORD AT THE REQUEST

672107

Peninsula Title Co.  
JUL 30 PM 12:26  
968-744  
LB

DEED OF EASEMENT

FOR VALUE RECEIVED, IRVIN BOYD and HELEN BOYD,

husband and wife, hereby grant, convey and dedicate to EVERGREEN UTILITY COMPANY, a Washington corporation, its successors and assigns, an easement for the installation, location, repair, maintenance and replacement of a water pipeline over, under, upon and across the following described parcel of real property situated in county of Clallam state of Washington:

The south 20.00 feet of the west 1/4 of the northwest 1/4 of the southwest 1/4; and the south 20.00 feet of the west 20.00 feet of the east 1/4 of the northwest 1/4 of the southwest 1/4 of Section 30, Township 30 North, Range 3 West, W.M.; and the south 20.00 feet of the east 1/4 of the northeast 1/4 of the southeast 1/4 of Section 25, Township 30 North, Range 4 West, W.M., Clallam County, Washington.

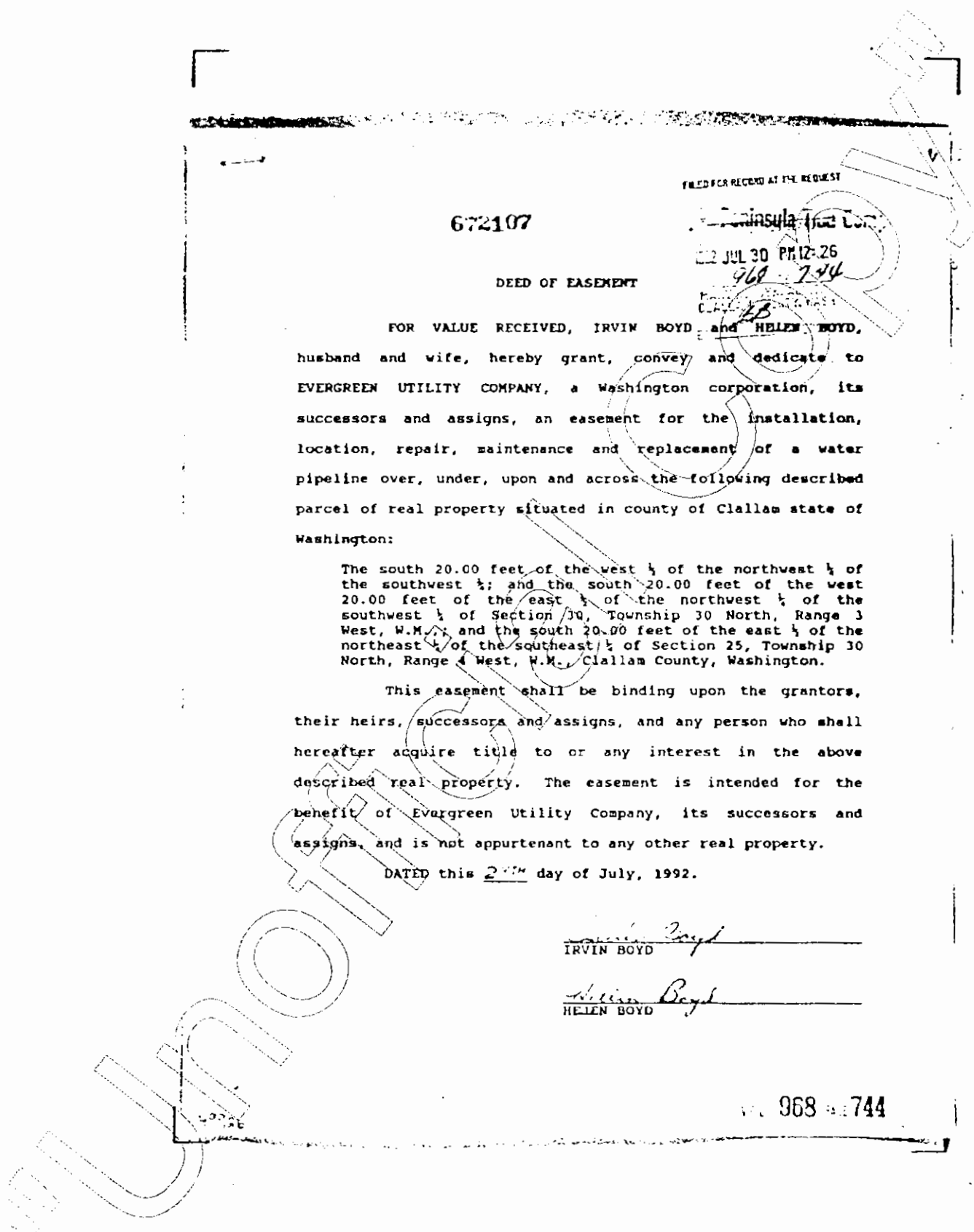
This easement shall be binding upon the grantors, their heirs, successors and assigns, and any person who shall hereafter acquire title to or any interest in the above described real property. The easement is intended for the benefit of Evergreen Utility Company, its successors and assigns, and is not appurtenant to any other real property.

DATED this 2<sup>nd</sup> day of July, 1992.

Irvin Boyd  
IRVIN BOYD

Helen Boyd  
HELEN BOYD

968-744



STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF CLALLAM )

On this 30 day of July, 1992, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared IRVIN BOYD and HELEN BOYD, husband and wife, known to be the individuals named in and which executed the within and foregoing instrument; and they acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

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

*[Signature]*  
NOTARY PUBLIC in and for the  
State of Washington.  
My Commission Expires: 11/15/93



672107

968 745

Unofficial Copy

737743

ANNEXATION CONTRACT

City of Sequim  
CC 198 19 AN D 66  
VL 1134 140  
66

COMES NOW, the CITY of SEQUIM, a Non-Charter Code City of the State of Washington, hereinafter referred to as "City", and PETITIONERS/OWNERS of Real Property within the annexed territory hereinafter referred to as the "Boyd et al Annexation", which PETITIONERS/OWNERS shall hereinafter be referred to as "Owners", and in and for the mutual considerations and covenants hereafter expressed, agree as follows:

WITNESSETH

1. The City agrees to annex real property legally described on Exhibit "A", attached hereto, which schedule is incorporated in full by this reference. Said property is contiguous to the existing City limits of the City of Sequim.

2. The Owners recognize that the City will incur no liability should the area not be annexed. The Owners, nevertheless, covenant that certain circumstances will prevail should the area be annexed.

3. The area to be annexed shall assume all the City indebtedness on a proportionate basis.

4. The Owners will hold harmless and indemnify the City of Sequim of and from all liability for penalties, fines, damages, whether Federal, State, local or private arising out the discovery or presence of toxic waste, hazardous materials, hydrocarbon pollutants or any other noxious material, which would be a

violation of health standards or regulations promulgated by the Department of Ecology (DOE) or similar standards by proper governmental authorities.

5. The Owners agree to grant to the City such easements and right of ways as the City deems necessary for the future development of the City. Such granting of easements, or right of ways, if any, shall take place prior to the effective date of the annexation herein, and shall specifically include easements across the property of the Owners for sewer purposes.

6. The area shall be subject to all City laws, ordinances, regulations, and the like as of the date of its annexation.

7. The Owners shall comply with and be bound by all representations, both written and oral, as made to the City Council during the annexation and rezone process, to the extent that said representations are not inconsistent with the provisions hereof.

8. This agreement shall be binding upon the heirs, successors and assigns of the parties.

9. Should litigation be necessary concerning any of the terms or covenants of this agreement, the prevailing party, in addition to his costs, shall be entitled to a reasonable attorney's fee to be determined by the court.

WHEREAS, the parties hereto have set their hands this

2nd day of February, 19 96

CITY OF SEQUIM

*Bill Hanna*  
Mayor

OWNER:

*Irvin Boyd*  
Irvin Boyd

*Hellen Boyd*  
Hellen Boyd

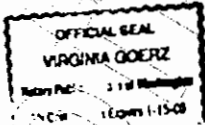
STATE OF WASHINGTON)

County of Clallam )

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

GIVEN UNDER my hand and official seal this 2nd day of February, 19 96

*Virginia Goerz*  
Virginia Goerz  
NOTARY PUBLIC in and for the State  
of Washington  
Residing at: Sequim  
My Commission expires: 1-15-00



WHEREAS, the parties hereto have set their hands this  
19th day of January, 19 96

CITY OF SEQUIM

Bill Thomas  
Mayor

OWNER:

Dennis Boyd  
Dennis Boyd

Rebecca Boyd  
Rebecca Boyd

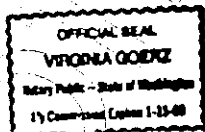
STATE OF WASHINGTON)

County of Clallam )

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

GIVEN UNDER my hand and official seal this 19th day of  
January 19 96.

Virginia Goers Virginia  
NOTARY PUBLIC in and for the State Goers  
of Washington  
Residing at: Sequim  
My Commission expires: 1-25-00



Page 4 of 7

BOOK 1134 PAGE 143



WHEREAS, the parties hereto have set their hands this  
19th day of January, 1996.

CITY OF SEQUIM

W. H. Hironaka  
Mayor

OWNER:

Dennis Boyd  
Dennis Boyd, President  
Bagatelle Development Corporation

STATE OF WASHINGTON)

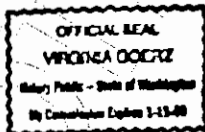
County of Clallam )

On this day personally appeared before me Dennis Boyd known to me to be 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.

\*as the President of Bagatelle Development Corporation  
GIVEN UNDER my hand and official seal this 19th day of  
January 19, 1996.

Virginia Goez  
NOTARY PUBLIC in and for the State  
of Washington  
Residing at: Sequim  
My Commission expires: 1-15-00

Virginia  
Goez



Page 5 of 7

BOOK 1134 PAGE 144

WHEREAS, the parties hereto have set their hands this

19<sup>th</sup> day of JANUARY, 1996.

CITY OF SEQUIM

Bill Flanks  
Mayor

OWNER:

Anita H. Koehler  
Anita H. Koehler

STATE OF WASHINGTON)

County of )

On this day personally appeared before me Anita H. Koehler known to me to be 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 19<sup>th</sup> day of December, 1995.

Daniel Clark  
NOTARY PUBLIC in and for the State  
of WASHINGTON  
Residing at: ACENTON  
My Commission expires: 6-24-98

**EXHIBIT "A"**  
**BOYD, ET AL ANNEXATION**

1. The West 30 feet of the Northeast quarter, of the Southwest quarter, Section 30, Township 30 North, Range 3 West, W.M.; and
2. The Southwest quarter of the Northwest quarter in Section 30, Township 30 North, Range 3 West, W.M., except the North 30 feet; and
3. The Northwest quarter of the Southwest quarter in Section 30 Township 30 North, Range 3 West, W.M.; and
4. The Southeast quarter of the Northeast quarter of the Southeast quarter in Section 25, Township 30 North, Range 4 West, W.M., except the West 30 feet; and
5. The South one-half of the Southeast quarter in Section 25, Township 30 North, Range 4 West, W.M., Situate in Clallam County, Washington, except the Westerly 30 feet.

Acres: 167.88

Page 7 of 7

737743

BOOK 113 PAGE 146



Recorded at the Request of:  
Gary T. Jones  
Jones & Smith  
P. O. Box 1245  
Mount Vernon, WA 98273



2003 1124092 Clallam County

FILED FOR RECORD AT THE REQUEST  
OLYMPIC PENINSULA TITLE CO.  
OF  
RECORDED IN REC 11057 CLALLAM CO.

2003 DEC 10 PM 12:43

5

**DECLARATION OF COVENANTS AND  
RESTRICTIONS AFFECTING LAND**

Grantor: Irvin Boyd Family Limited Partnership  
Grantee: Errol Cowan, a single man, or assigns  
Legal Description: SW ¼ of NW ¼ and NW ¼ of SW ¼, S30 T30N R3W W.M.  
Additional Legal Descriptions on Exhibit "A"  
Assessor's Tax Parcel Nos.: 0330302300000000; 0330303200001000

RECITALS

- A. Irvin Boyd Family Limited Partnership, herein referred to as Grantor, is the owner of real property situated in Clallam County, Washington, legally described on Exhibit "A", attached hereto and incorporated herein by reference.
- B. Grantee is Errol Cowan, a single man, his heirs and assigns, for the benefit of real property described on the attached Exhibit "A".
- C. In consideration of the purchase of abutting land described on the attached Exhibit "A" AS Parcel 2 by Grantee from Grantor, which land is zoned for residential growth at urban density after extension of public water and public sewer and other urban services.
- D. Grantor desires to create and establish restrictive covenants to protect the natural vegetation on the slope of a ridge on the property and preserve it as habitat for birds and other small wildlife. The base of the existing hill shall be marked by the survey line which forms an irregular boundary, and the crest of the hill shall correspond to the beginning of an upland bench.

Grantor hereby establishes the following covenants, restrictions, and conditions for the benefit of and appurtenant to property described in the attached Exhibit "A", to run with the land, and be binding upon all subsequent purchasers and successors in interest:

1. Restrictive Covenant. Naturally growing vegetation on the slope of the ridge that runs generally from the northeast to the southwest across the boundary line which separates the two parcels identified above shall not be removed, EXCEPT that whole trees may be removed and branches pruned from trees that obstruct the water view from the property on top of the ridge, subject to the following rules:

- (a) Topping of trees (removing the upper portion of the tree) is not allowed;
- (b) Pruning of trees shall not take branches on the top one-third (1/3) of total stem length;
- (c) Tree removal shall be done at times and using methods which avoid or mitigate soil erosion and damage to surrounding vegetation;
- (d) The determination of obstruction of view of the water shall be made from a vantage point five (5) feet above the foundation wall at the front of a residence or commercial building permitted under applicable local codes, to be built on Parcel 3;
- (e) Grantor may fence the slope and control grazing-browsing by domestic livestock;
- (f) Both Grantor and Grantee may remove blackberry plants and noxious weeds on the slope; and
- (g) Restrictions shall not prevent designation of reasonable corridors for underground utility service crossing the restricted premises.

2. Binding Nature. All of the covenants, restrictions, reservations and servitudes set forth herein shall run with the land and any grantee, by accepting the deed to such premises, accepts the same, subject to such covenants, restrictions, reservations, and servitudes, and agrees for himself, his heirs, administrators and assigns to be bound by each such covenant, restriction, reservation, and servitude, jointly, separately and severally.

3. Enforcement. In the event of any violation or attempted violation of any of the Covenants herein contained, any person or persons owning or purchasing any of said real property shall have the right to bring an action to restrain and enjoin said violation or attempted violation, and to receive all necessary equitable relief to prevent the same, including the modifying or removal of any offending encroachment to recover any damages to his property suffered as a result of any violation; in such action or actions.

4. Non-Waiver. Failure to enforce any of the provisions hereof, in the event of violations, by any person entitled to do so, shall not prohibit or waive enforcement thereafter, nor shall enforcement be prohibited or stopped by reference to a similar violation with the same or some other property.



## EXHIBIT "A"

### Parcel 1: Burdened Property

A strip of land running diagonally across the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 30, Township 30 North, Range 3 West, W.M., and the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of said Section 30, bounded on the Southeasterly side by the base of a hill and on the Northwesterly side by the crest of a hill, more particularly described as follows:

Approximately 5 acres of steeply sloping land between the base of the hill as described in Parcel 2 below and the crest of that hill where it levels to form a terrace. The Burdened Property currently is naturally vegetated and includes alder, garry oak, evergreen trees and woody plants which screen and separate Benefited Property Parcels 3 and 2 described below. The upland Parcel 3 has desirable water views which the parties intend to protect by managing the Burdened Property, which also provides a view and visual backdrop for Parcel 2, which the parties intend to protect.

Situate in the County of Clallam, State of Washington.

### Parcel 2: Benefited Property

Consisting of 38.16 acres, more or less, lying below the base of the hill and the Burdened Property, and more particularly described as follows:

The SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 30, Township 30 North, Range 3 West, W.M., EXCEPT that portion more particularly described as follows:

Beginning at the W  $\frac{1}{2}$  corner of said Section 30; thence South  $88^{\circ}12'25''$  East along the South line of said SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of said Section 30, a distance of 536.64 feet, to the true point of beginning; thence continuing South  $88^{\circ}12'25''$  East along the South line of said SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of said Section 30, a distance of 796.48 feet, to the SE corner of the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of said Section 30; thence North  $1^{\circ}49'30''$  East, along the East line of said SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of said Section 30, a distance of 602.59 feet to a point at the base of an existing hill; thence Southwesterly along the base of said existing hill the following courses and distances: North  $76^{\circ}57'53''$  West, a distance of 162.42 feet; thence South  $43^{\circ}55'03''$  West, a distance of 150.14 feet; thence South  $61^{\circ}18'22''$  West, a distance of 126.56 feet; thence South  $30^{\circ}43'51''$  West, a distance of 67.19 feet; thence South  $51^{\circ}26'37''$  West, a distance of 183.23 feet; thence South  $41^{\circ}20'40''$  West, a distance of 219.74 feet; thence South  $59^{\circ}58'08''$  West, a distance of 100.90 feet; thence South  $28^{\circ}54'05''$  West, a distance of 65.78 feet to the true point of beginning; TOGETHER WITH that portion of the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 30, Township 30 North, Range 3 West, W.M. more particularly described as follows:

Beginning at the W  $\frac{1}{4}$  corner of said Section 30, said point being the true point of beginning; thence South  $88^{\circ}12'25''$  East along the North line of said NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of said Section 30, a distance of 536.64 feet, to a point at the base of an existing hill; thence Southwesterly along the base of said existing hill the following courses and distances: South  $39^{\circ}05'37''$  West, a distance



of 372.50 feet; thence South 11°11'38" West, a distance of 181.54 feet; thence South 37°40'05" West, a distance of 485.42 feet to the intersection of the West line of said NW ¼ of the SW ¼ of said Section 30; thence North 2°00'18" East, along the West line of said NW ¼ of the SW ¼ of said Section 30, a distance of 868.75 feet, to the true point of beginning; TOGETHER WITH AND SUBJECT TO easements rights-of-way, conditions and restrictions of record, if any.

Situate in the County of Clallam, State of Washington.

**Parcel 3: Benefited Property**

Consisting of 38 acres, more or less, rising above the crest of the hill and the Burdened Property, and more particularly described as follows:

The NW ¼ of the SW ¼ and the SW ¼ of the NW ¼ of Section 30, Township 30 North, Range 3 West, W.M.; EXCEPT Parcel 1; AND EXCEPT Parcel 2.

Situate in the County of Clallam, State of Washington.

CLO  
RECORDED BY  
2005 FEB 01 AM 8:44

WHEN RECORDED RETURN TO

Name CLARK LAND OFFI  
Address P. O. Box 2199  
City, State, Zip Sequim, WA 98382



2005 1150030 Clallam County

1

Easement

THE GRANTOR(S) IRVIN BOYD FAMILY LIMITED PARTNERSHIP  
for the purpose of creating a construction easement for sanitary sewer line  
grant(s) and convey(s) to ALBERT S. MOOTE, his heirs and/or assigns

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

That portion of the Northwest Quarter of the Southwest Quarter of Section 30,  
Township 30 North, Range 3 West, W.M., Clallam County, Washington, described as  
follows:  
The East 25.00 feet of Lot 2B of the City of Sequim Boundary Line Adjustment Survey  
BLA 03/003 as recorded in Volume 53 of Surveys, Page 60, Records of Clallam  
County, Washington adjoining the right of way for 7<sup>th</sup> Avenue.

Said easement to be terminated after final approval by the City of Sequim of sanitary sewer line  
construction.

Assessor's Parcel No.: 033030320000-1000

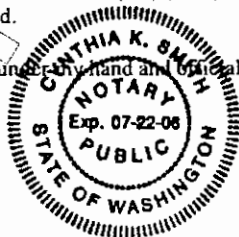
Dated 1 - 31 - 2005

Irvin Boyd

STATE OF WASHINGTON )  
COUNTY OF CLALLAM ) ss

On this day personally appeared before me Robert Irvin Boyd, the  
Signature of the Irvin Boyd Family Limited Partnership, to me known to be the individual(s)  
described in and who executed the within and foregoing instrument, and acknowledged that he (she)  
(they) signed the same as his (her) (their) free and voluntary act and deed, for the uses and purposes  
therein mentioned.

GIVEN under my hand and official seal this 31st day of January, 2005.



CYNTHIA K. SMITH  
Cynthia K Smith  
Notary Public in and for the State of Washington  
Residing at Sequim, WA  
My appointment expires 07-22-06

**LEGAL DESCRIPTION:**

THE EAST HALF OF THE SE 1/4 OF THE NW 1/4 OF THE SW 1/4 OF SECTION 30, TOWNSHIP 30 NORTH, RANGE 3 WEST, W.M. DEPENDER, JARL, AND SUBSEQUENT EASEMENTS, RIGHT-OF-WAYS OR RESTRICTIONS OF RECORD, IF ANY.

**BASIS OF BEARING:**

THE BASIS OF BEARING FOR THIS SURVEY IS ASSUMED TO BE N89°07'58.17"W AS SHOWN IN THE 1957/59 RECORD OF SURVEY, RECORD NO. 101, VOL. 85 OF SURVEYS, PG. 86, RECORDS OF CLALLAM COUNTY, WASHINGTON.

**SURVEY METHODS:**

THIS SURVEY WAS PERFORMED USING A TRAVELER, METRHO AND PARTING A TOPCON GPT-8000 SERIES TOTAL STATION. SOME MEASUREMENTS WERE MADE USING A TRIPOLI TAPE. THE SURVEY ALSO CONTROL FOR THIS SURVEY WAS ESTABLISHED USING REAL TIME KINEMATIC GPS OBSERVATIONS EMPLOYING A LUCIA 12004 SURVEY ROVER AND REAL TIME CORRECTIONS FROM THE R-GPS STATION OPERATED BY WAC 112-110-090. HCN, MOCKNEY VETS STANDARDS SET BY WAC 112-110-090.

**NOTES:**

- 1) THE SURVEYED PARCEL MAY BE SUBJECT TO EASEMENTS OR OTHER ENCUMBRANCES EITHER RECORDED OR UNRECORDED NOT SHOWN HEREON. THIS SURVEY HAS NOT DETERMINED THE EXISTENCE OF ALL SUCH EASEMENTS OR ENCUMBRANCES OR THEIR EFFECT ON THE SURVEYED PARCEL EXCEPT AS SPECIFICALLY SHOWN HEREON.
- 2) EXTERIOR BOUNDARIES HAVE NOT BEEN FULLY MARKED FOR ENCUMBRANCES EXISTING FENCES OR OCCUPATION LINES EXCEPT AS SHOWN HEREON, AND LOCATED ON DECEMBER 22, 2011.
- 3) THIS RECORD OF SURVEY MAY DETECT EXISTING FENCE LINES AND PERMANENT MARKERS. HOWEVER, THIS SURVEY IS A POTENTIAL FOR CLAIMS OF UNWRITTEN TITLE. LEGAL OWNER'S SHIP BASED UPON UNWRITTEN TITLE CLAIMS HAVE NOT BEEN RESOLVED BY THIS SURVEY.

**SECTION SUBDIVISION**

FOR SECTION SUBDIVISION USED SEE THAT G/S/G/S RECORD OF SURVEY, RECORD NO. 2012-1275239, SURVEYS, PG. 86, RECORDS OF CLALLAM COUNTY, WASHINGTON.

**LEGEND**

- SET 1/2" REBAR W/ PLASTIC CAP "DCA LS 22329"
- PND. 5/8" REBAR WITH CAP "JOHNSON 37531"
- AREA OF VIEW COGNANT; SEE AUDITOR'S FILE NO. 2012-1274851, EXHIBIT "A", #7

**SURVEYOR'S CERTIFICATE**

THIS SURVEY CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT AND THE RULES OF THE BOARD OF SURVEYING AND MAPPING.

*David Cummings*  
 David Cummings  
 Registered Professional Surveyor  
 License No. 23139  
 Exp. 02-28-2012  
 DATE SIGNED

**AUDITOR'S CERTIFICATE**

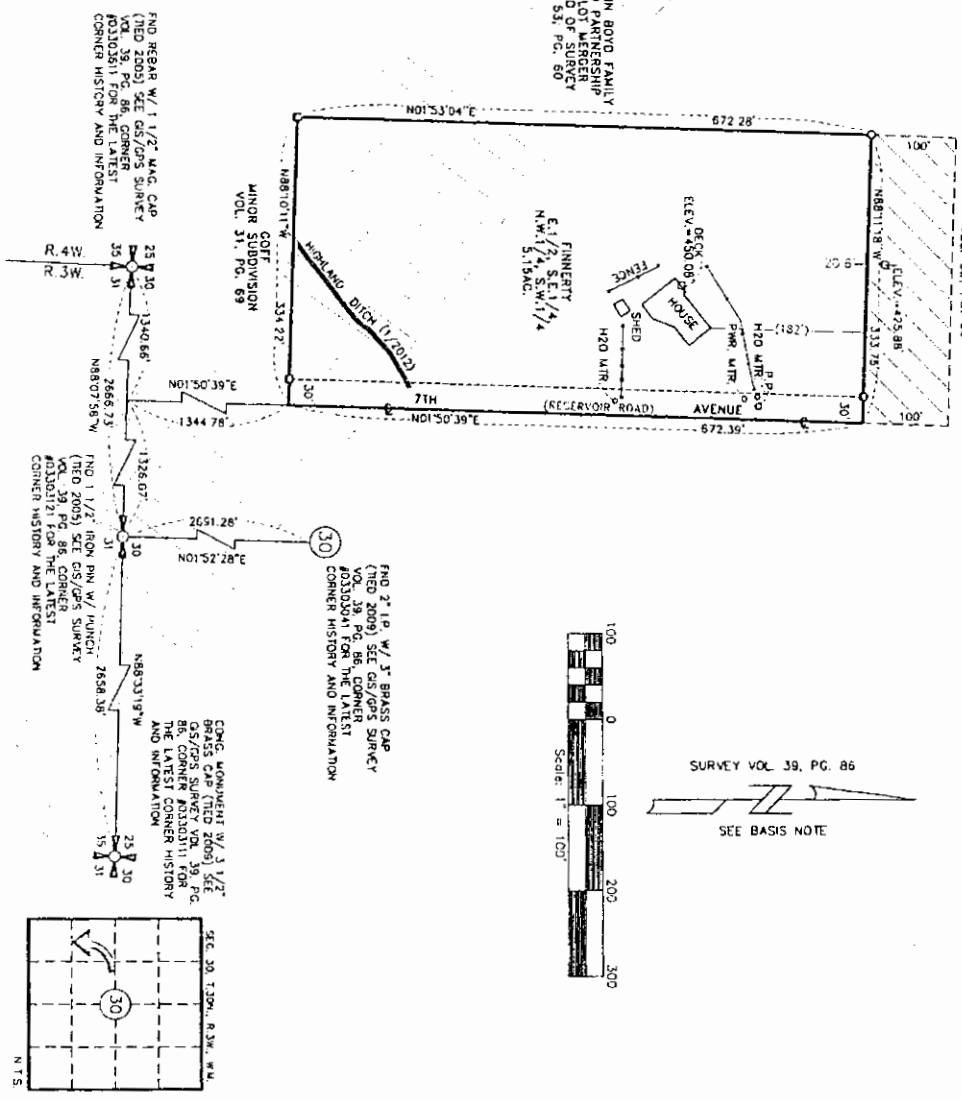
FILED FOR RECORD THIS 22 DAY OF Feb 2012 AT 8:57 A.M. IN VOL. 72 OF SURVEYS, ON PG. 63, RECORDS OF CLALLAM COUNTY, WASHINGTON, AT THE REQUEST OF DAVID CUMMINGS AND ASSOCIATES, P.S.

2012-1275239 *Kathy Mada*  
 AUDITOR'S FILE NO. CLALLAM COUNTY AUDITOR

**RECORD OF SURVEY**

OF A PORTION OF  
 N.W. 1/4, S.W. 1/4, Sec. 30, T. 30N., R. 3W., W.M.  
 Clallam County, Washington

FOR  
 Liam Finnerty

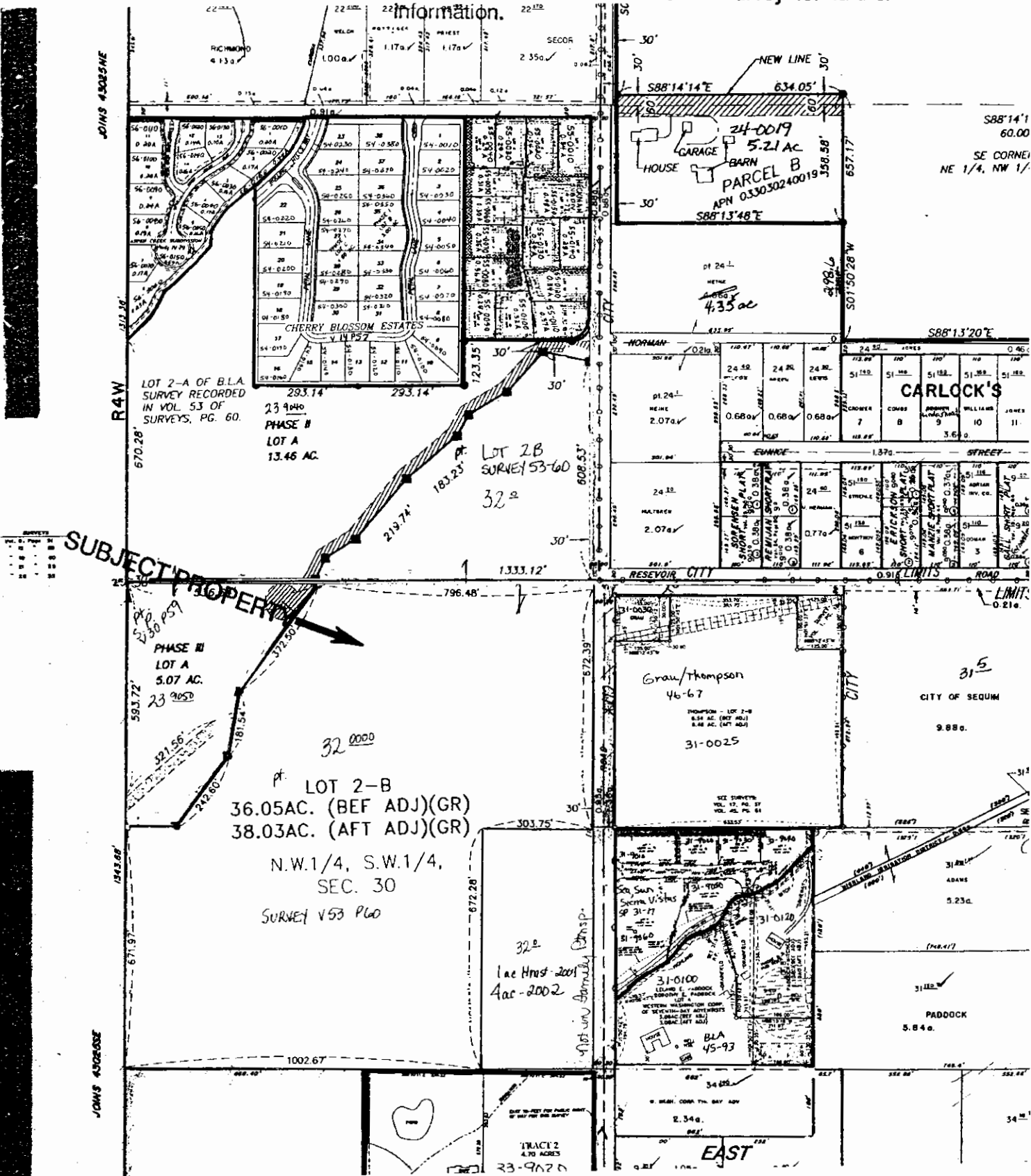


Vol 72 pg 63

**David Cummings**  
 GTRD  
 Association, P.S.  
 P.O. Box 120  
 Sequim, WA  
 98382  
 (360) 683-8344

Surveying Your Corner of the World  
 DECEMBER 22, 2011 - JANUARY 3, 2012  
 DATE SURVEYED, MONUMENTED & MAPPED  
 JOB NO. 3-30-30-3-3159 (3160R5)

This sketch is provided, without charge, for your information. It is not intended to show all matters related to the property including, but not limited to, area, dimensions, easements, encroachments, or location of boundaries. It is not a part of, nor does it modify, the commitment or policy to which it is attached. The Company assumes NO LIABILITY for any matter related to this sketch. Reference should be made to an accurate survey for further information.



JOHN 45025NE

LOT 2-A OF B.L.A. SURVEY RECORDED IN VOL. 53 OF SURVEYS, PG. 60.

PHASE II LOT A 13.46 AC.

LOT 2B SURVEY 53-60 32<sup>±</sup>

SUBJECT PROPERTY

PHASE III LOT A 5.07 AC.

LOT 2-B 36.05 AC. (BEF ADJ)(GR) 38.03 AC. (AFT ADJ)(GR)

N.W.1/4, S.W.1/4, SEC. 30 SURVEY V53 P60

NEW LINE 30'  
S88°14'14"E 634.05'  
24-0019 5.21 AC  
HOUSE GARAGE BARN  
PARCEL B  
APN 033030240019  
S88°13'48"E

CARLOCK'S  
COMBS B WILLIAMS JONES  
7 10 11  
3.640

Gray/Thompson 46-67  
THOMPSON - LOT 2-B 6.34 AC (NET ADJ) 6.46 AC (GROSS)  
31-0025

BLA 45-93  
2.340

JOHN 45025SE

EAST