

260054

UTILITY EASEMENT

THE GRANTORS, GERALD A. HUNT AND DOROTHY D. HUNT, for and in consideration of the payment to them of one dollar (\$1.00), receipt whereof is hereby acknowledged, do here and hereby grant, bargain and sell to C. WADE MATTOX AND VIOLA V. MATTOX, husband and Wife, an easement over, across and through lands owned by the grantors in the City of Port Townsend, State of Washington, described as:

Section 10, Township 30, Range 1W, Block 241, Tax Lot No. 4

said easement to be for the purpose of locating and constructing a sewer line to connect to existing sewer line now running across said property, together with rights to ingress and egress for said purposes of locating, constructing and maintaining said utilities line. It is understood between and parties that said mains will become a permanent part of the sewer system of the said C. WADE MATTOX AND VIOLA V. MATTOX. Except that the owner of lots 3&4, retain the right to connect into this sewer line if they should so desire.

WITNESS our hands this 27th day of June, 1979.

Gerald A. Hunt
Dorothy D. Hunt

STATE OF WASHINGTON)
) SS
COUNTY OF JEFFERSON)

On this 27 day of June, 1979, personally appeared before me

GERALD A. HUNT AND DOROTHY D. HUNT, being known to me as the persons described in and who executed the above 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.

WITNESS MY HAND AND OFFICIAL SEAL, the day and year last above written:

RECORDED IN VOLUME 122
OFFICIAL RECORDS
PAGE 551
C. Wade Mattox
79 JUN 17 PM 3:06

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

W. J. Anderson
N. [Signature]

Vol 122 p. 551

A. H. Lloyd

Revised No. 3

EASEMENT

GRANTORS, A.H. LLOYD & KATHERINE LLOYD, his wife,

for and in consideration of one dollars (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, grants and conveys to GRANTEE, CITY OF PORT TOWNSEND, Washington, an easement and right-of-way, over, across, along, through, and under the following described property situated in Jefferson County, Washington, to-wit:

Permanent easement 10 feet wide, being 5 feet in width on each side of centerline.

Temporary construction easement 40 feet wide, being 15 feet in width on the westerly side and 25 feet in width on the easterly side of centerline.

Centerline described as follows: Beginning at a point 2 feet west of the southeast corner of Block 266 of Eisenbeis Addition; thence northerly approximately 147 feet to a point on the southerly right of way line of permanent State Highway No. 9 and 2 feet east of the east boundary of Block 266.

191617

RECORDED AT P.O. Box 174, City of Port Townsend, WA APR 6 1967 GUYTON J. THOMPSON, Jefferson County Auditor

for the purpose of constructing, installing, reconstructing, replacing, repairing, maintaining and operating a sewer pipe line and lines and all necessary connections and appurtenances thereto, together with the right of ingress thereto and egress therefrom for the purpose of enjoying the easement, and also granting to Grantee and to those acting under or for Grantee the use of such additional area immediately adjacent to the above easement as shall be required for the construction of the sewer pipe line or lines in the easement, such additional area to be held to a minimum necessary for that purpose, and immediately after the completion of the construction and installation, or any subsequent entry upon the easement, Grantee shall restore the premises as near as may be to its condition immediately before such construction or entry.

IN WITNESS WHEREOF, Grantors have hereunto set their hand this 13th day of January, 1967.

A.H. Lloyd Katherine Lloyd

STATE OF WASHINGTON) JEFFERSON COUNTY) ss:

On this 13th day of January, 1967, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared A.H. Lloyd & Katherine Lloyd to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged to me that he signed and sealed the instrument as his 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 in this certificate above written.

Guyton J. Thompson Notary Public in and for the State of Washington, residing at Port Townsend

AMENDED GREEN SHORT PLAT LUP04-037 IN W1/2SE1/4, SECTION 10, T.30 N., R.1 W., WM.

LEGAL DESCRIPTION CITY OF PORT TOWNSEND, JEFFERSON COUNTY, WASHINGTON

APPROVALS

THAT PORTION OF BLOCK 266, ALL OF BLOCK 247 OF EISENBEIS ADDITION TO THE CITY OF PORT TOWNSEND, AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 24, TOGETHER WITH THOSE PORTIONS OF VACATED 5TH, 6TH AND WILSON STREETS AS VACATED BY ORDINANCE NO. 1225 OF THE CITY OF PORT TOWNSEND RECORDED JULY 6, 1949 UNDER AUDITOR'S FILE NO. 118233, RECORDS OF JEFFERSON COUNTY, WASHINGTON; AND THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 30 NORTH, RANGE 1 WEST, W.M., JEFFERSON COUNTY, WASHINGTON, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHERLY MARGIN OF STATE HIGHWAY (SR 20), AS CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED MAY 3, 1926 UNDER AUDITOR'S FILE NO. 54366, WITH THE EAST LINE OF VACATED WILSON STREET, AS SHOWN ON THE FACE OF THE PLAT OF SAID EISENBEIS ADDITION; THENCE NORTH ALONG SAID EAST LINE OF SAID EAST LINE EXTENDED TO THE CENTER LINE OF VACATED 5TH STREET, AS SHOWN ON THE FACE OF SAID PLAT; THENCE WEST, ALONG THE CENTER LINE OF VACATED 5TH STREET, 33 FEET TO THE CENTER LINE OF VACATED WILSON STREET; THENCE NORTH ALONG SAID CENTER LINE, TO THE NORTH LINE OF VACATED 6TH STREET, AS SHOWN ON THE FACE OF SAID PLAT; THENCE EAST, ALONG SAID NORTH LINE, TO THE EAST LINE EXTENDED NORTH OF SAID BLOCK 247, BEING THE SOUTHEAST CORNER OF BLOCK 241 IN SAID PLAT; THENCE CONTINUING EAST, AT RIGHT ANGLES THERETO, TO THE NORTHERLY MARGIN OF STATE HIGHWAY (SR 20); AS CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED SEPTEMBER 6, 1927 IN VOLUME 94 OF DEEDS, PAGE 513, RECORDS OF SAID COUNTY; THENCE SOUTHWESTERLY, ALONG SAID NORTHERLY MARGIN, TO THE POINT OF BEGINNING. THAT PORTION OF THE SOUTHEAST QUARTER OF SAID SECTION 10 IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 1, 2 AND 3 OF GREEN SHORT PLAT LPU9306-04, AS PER PLAT RECORDED IN VOLUME 3 OF SHORT PLATS PAGES 115 THROUGH 117, UNDER AUDITOR'S FILE NO. 384527, RECORDS OF JEFFERSON COUNTY, WASHINGTON, TOGETHER WITH PRIVATE, NON-EXCLUSIVE ACCESS AND UTILITY EASEMENT AS DELINEATED THEREON.

ALL SITUATE IN COUNTY OF JEFFERSON, STATE OF WASHINGTON.

PUBLIC NOTICE

- a. The owners shown hereon, their grantees and assignees in interest, are hereby notified that Lots A & B have access to city water and sewer main lines, but must be provided with side service connections ("stub-outs") consistent with the Port Townsend Engineering Design Standards as part of the process of home construction on these lots. Please contact the City of Port Townsend Building and Community Development office for additional information regarding these water and sewer connections.
- b. Areas of Parcel B and C which are subject to a conservation easement shall not be counted towards total lot area for the purposes of calculating allowable lot coverage or impervious surface.
- c. The owners shown hereon, their grantees and assignees in interest, are hereby notified that the parcels in this short plat are in close proximity to an eagle nesting site. A Bald Eagle Management Plan prepared by the WA Department of Fish and Wildlife or by a qualified professional approved by that agency must be submitted to the City with any development proposals, including tree removal, involving Parcels A, B or C. In addition, heavy equipment work or outside construction activities may be limited during nesting season, February 1st through August 15th or as specified in the Bald Eagle Management Plan. This includes all work done within 800 feet of the eagle's nest in conjunction with development of Parcels Parcel A, B or C, whether such work occurs on the parcels themselves or on public rights-of way or on access and utility easements serving those parcels. The effect of this requirement may be modified by the Department of Fish and Wildlife if the nest relocates or if bald eagles are "delisted" as an endangered or threatened species.
- d. Height restriction: Future structures shall not exceed 16 feet above the average natural ground elevation of the actual area covered by any such structure per height easement recorded as AFN 384790.

COUNTY TREASURER'S CERTIFICATE

I, JUDITH E. MORRIS, TREASURER OF JEFFERSON COUNTY, WASHINGTON, HEREBY CERTIFY THAT ALL TAXES DUE AND OR DEPOSITS REQUIRED TO COVER ANTICIPATED TAXES ON THE PROPERTY EMBRACED IN THIS PLAT HAVE BEEN PAID, UP TO AND INCLUDING THE YEAR 2004.

Kathleen Ingham Hough, Deputy
JEFFERSON COUNTY TREASURER

CITY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS FOR WHICH THE PROPERTY SUBJECT TO THIS SUBDIVISION MAY BE LIABLE TO THE CITY, AND THAT ALL SPECIAL ASSESSMENTS ON ANY PROPERTY HEREIN CONTAINED DEDICATED AS STREETS, ALLEYS, OR FOR ANY OTHER PUBLIC USE, HAVE BEEN DULY PAID, SATISFIED OR DISCHARGED, THIS 6th DAY OF April, 2004.

[Signature]
PORT TOWNSEND TREASURER

- e. Road and Stormwater Maintenance standards:
 1. Maintenance of roads shall include but not be limited to the filling of potholes, regrading of roadway surface, ditching and placement of gravel as necessary to enable lot owners to use the roads for ingress and egress to the lots.
 2. The stormwater system shall be inspected and maintained at least annually. Maintenance includes cleaning the sumps when they are filled more than 1/3 with sediment, removing any debris from grates, inlets and control orifices to ensure that runoff flows through system.
 3. Maintenance fee: Each lot owner shall be liable for an equal prorated portion of the costs necessary to maintain the roadway and stormwater system. If a lot owner fails to pay their share when due, said payment shall be a lien on said lot owner's lot, and defaulting property owner shall pay the costs, attorney fees, and costs of researching the title, all of which also become a lien on their property.
 4. The City of Port Townsend retains the right to access and maintain onsite City water and sewer lines, fire hydrants and any other City utilities. The City is not responsible for maintenance of private roadways or stormwater systems.

ASSESSORS APPROVAL

EXAMINED AND APPROVED THIS 8th DAY OF April, 2004.

Jack W. [Signature]
JEFFERSON COUNTY ASSESSOR
ATTEST:
Patricia Perryman
DEPUTY JEFFERSON COUNTY ASSESSOR

PUBLIC WORKS DIRECTOR'S CERTIFICATE

I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE THAT THIS FINAL PLAT IS IN COMPLIANCE WITH THE CERTIFICATE OF IMPROVEMENTS ISSUED PURSUANT TO THE PORT TOWNSEND MUNICIPAL CODE AND IS CONSISTENT WITH ALL APPLICABLE CITY IMPROVEMENT STANDARDS AND REQUIREMENTS IN FORCE ON THE DATE OF PRELIMINARY PLAT APPROVAL, THIS 23rd DAY OF March, 2004.

[Signature]
PORT TOWNSEND PUBLIC WORKS DIRECTOR

BUILDING & COMMUNITY DEVELOPMENT DIRECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ON THIS 6th DAY OF April, 2004 THAT THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE PRELIMINARY PLAT AND ANY CONDITIONS ATTACHED THERETO, WHICH PRELIMINARY PLAT WAS APPROVED ON THE 19th DAY OF AUGUST, 2003.

Jeff Randall
PORT TOWNSEND BUILDING & COMMUNITY DEVELOPMENT DIRECTOR

DECLARATION

KNOW ALL PERSONS BY THESE PRESENTS THAT WE THE UNDERSIGNED OWNERS OF INTEREST IN THE LAND HEREBY SUBDIVIDED, OF OUR OWN FREE WILL AND CONSENT, HEREBY DECLARE THIS PLAT TO BE THE GRAPHIC REPRESENTATION OF THE SUBDIVISION MADE HEREBY.

Norman A. Nason Nancy J. Nason
NORMAN A. NASON NANCY J. NASON

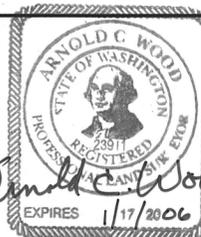
ACKNOWLEDGEMENT

CALIFORNIA
STATE OF WASHINGTON SS.
COUNTY OF JEFFERSON
SANTA CLARA
SUBSCRIBED AND SWORN TO BEFORE ME THIS 26th DAY OF MARCH, 2004

[Signature]
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON CALIFORNIA
RESIDING IN Santa Clara County
COMMISSION EXP. MARCH 17, 2006
COMMISSION # 1346921

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 8th DAY OF April
2004 IN VOL. 5 OF SHORT PLATS PAGE 10 ON
THE REQUEST OF: City of Port Townsend
[Signature]
DEPUTY JEFFERSON COUNTY AUDITOR



3/22/04

JOB NO. C87 SHEET 2 OF 2

MAP & SURVEY BY: **WOOD SURVEYING INC.**
2155 DISCOVERY ROAD PORT TOWNSEND, WA 98368
PHONE 360-385-5968 FAX 360-379-5659

483032
VOL. 5 PG. 10
DATE RECORDED 2-11-04
SPLAT 85.00
Jefferson County, WA CITY OF PORT TOWNSEND

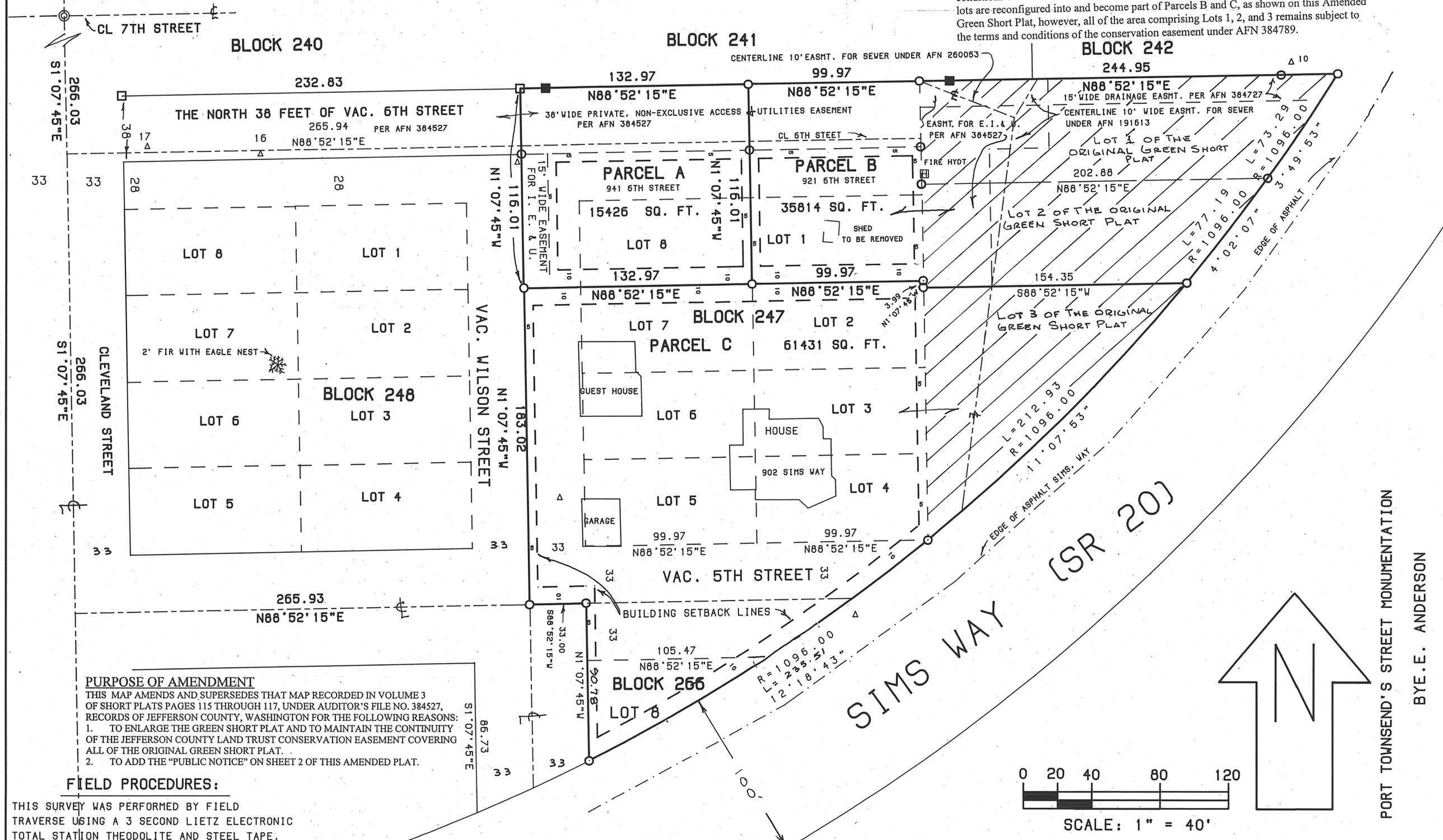
V5 P9

AMENDED GREEN SHORT PLAT LUPO4-037

IN: W1/2SE1/4, SECTION 10, T.30 N., R.1 W., WM.
CITY OF PORT TOWNSEND, JEFFERSON COUNTY, WASHINGTON

BASIS FOR BEARINGS: BEARING OF N88°52'15"E BETWEEN CITY STREET INTERSECTION MONUMENTS AT 7TH & SHERIDAN AND 7TH & CLEVELAND STREETS

NOTE: The area depicted as Lots 1, 2, and 3, and shown as crosshatched, was platted pursuant to Green Short Plat recorded under AFN 384527, and is subject to terms and conditions of Jefferson Land Trust Conservation Easement under AFN 384789. These lots are reconfigured into and become part of Parcels B and C, as shown on this Amended Green Short Plat, however, all of the area comprising Lots 1, 2, and 3 remains subject to the terms and conditions of the conservation easement under AFN 384789.



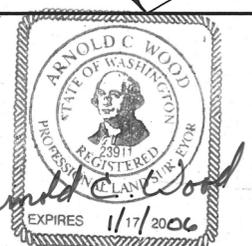
483032
VOL. 5 PG. 9
Pages 12 of 2
Jefferson County, WA CITY OF PORT TOWNSEND
PLAT 65 00

PURPOSE OF AMENDMENT
THIS MAP AMENDS AND SUPERSEDES THAT MAP RECORDED IN VOLUME 3 OF SHORT PLATS PAGES 115 THROUGH 117, UNDER AUDITOR'S FILE NO. 384527, RECORDS OF JEFFERSON COUNTY, WASHINGTON FOR THE FOLLOWING REASONS:
1. TO ENLARGE THE GREEN SHORT PLAT AND TO MAINTAIN THE CONTINUITY OF THE JEFFERSON COUNTY LAND TRUST CONSERVATION EASEMENT COVERING ALL OF THE ORIGINAL GREEN SHORT PLAT.
2. TO ADD THE "PUBLIC NOTICE" ON SHEET 2 OF THIS AMENDED PLAT.

FIELD PROCEDURES:
THIS SURVEY WAS PERFORMED BY FIELD TRAVERSE USING A 3 SECOND LIETZ ELECTRONIC TOTAL STATION THEODOLITE AND STEEL TAPE.

AUDITOR'S CERTIFICATE
FILED FOR RECORD AT THE REQUEST OF THE CITY OF PORT TOWNSEND THIS 8th DAY OF APRIL, 2004, AT 11:42 AM AND RECORDED IN VOLUME 5 OF SHORT PLATS PAGE 9 RECORDS OF JEFFERSON COUNTY, WA.
Phyllis L. Smith
DEPUTY JEFFERSON COUNTY AUDITOR

SURVEYOR'S CERTIFICATE
I, ARNOLD C. WOOD, CERTIFY THAT THIS PLAT IS BASED UPON A SURVEY MADE UNDER MY DIRECTION; THAT IS A TRUE & CORRECT REPRESENTATION OF THE LAND ACTUALLY SURVEYED, THAT THE EXISTING MONUMENTS SHOWN HEREON EXIST AS LOCATED AND THAT ALL DIMENSIONAL AND GEODETIC DETAILS ARE CORRECT.
DATE: MAR. 23, 2004



SHEET 1 OF 2 SHEETS
JOB NO. **C87**

LEGEND
○ SET 5/8" REBAR WITH CAP "A. WOOD P.L.S. 23911"
⊙ FOUND CITY STREET INTERSECTION MONS IN CAST IRON CASE
△ SET 3/8" REBAR FOR SURVEY STATIONS
□ FOUND 1/2" REBAR AND CAP "E.E. ANDERSON LS 11520"
■ FOUND 5/8" REBAR AND CAP "WINTERS LS 18104"
WOOD SURVEYING INC.
2155 DISCOVERY ROAD, PORT TOWNSEND WA. 98368
PHONE 360-385-5968 FAX 360-379-5659

PORT TOWNSEND'S STREET MONUMENTATION
BYE.E. ANDERSON

Survey of Tax 10 and a Portion of Block 266 Eisenbeis Add.,
 Vol. 2 of Plats, Page 24, A.F.N. 221577 and 226704
 Sec. 10, Twp. 30 N., Rge. 1 W. W. M.
 City of Port Townsend, Jefferson County, Washington



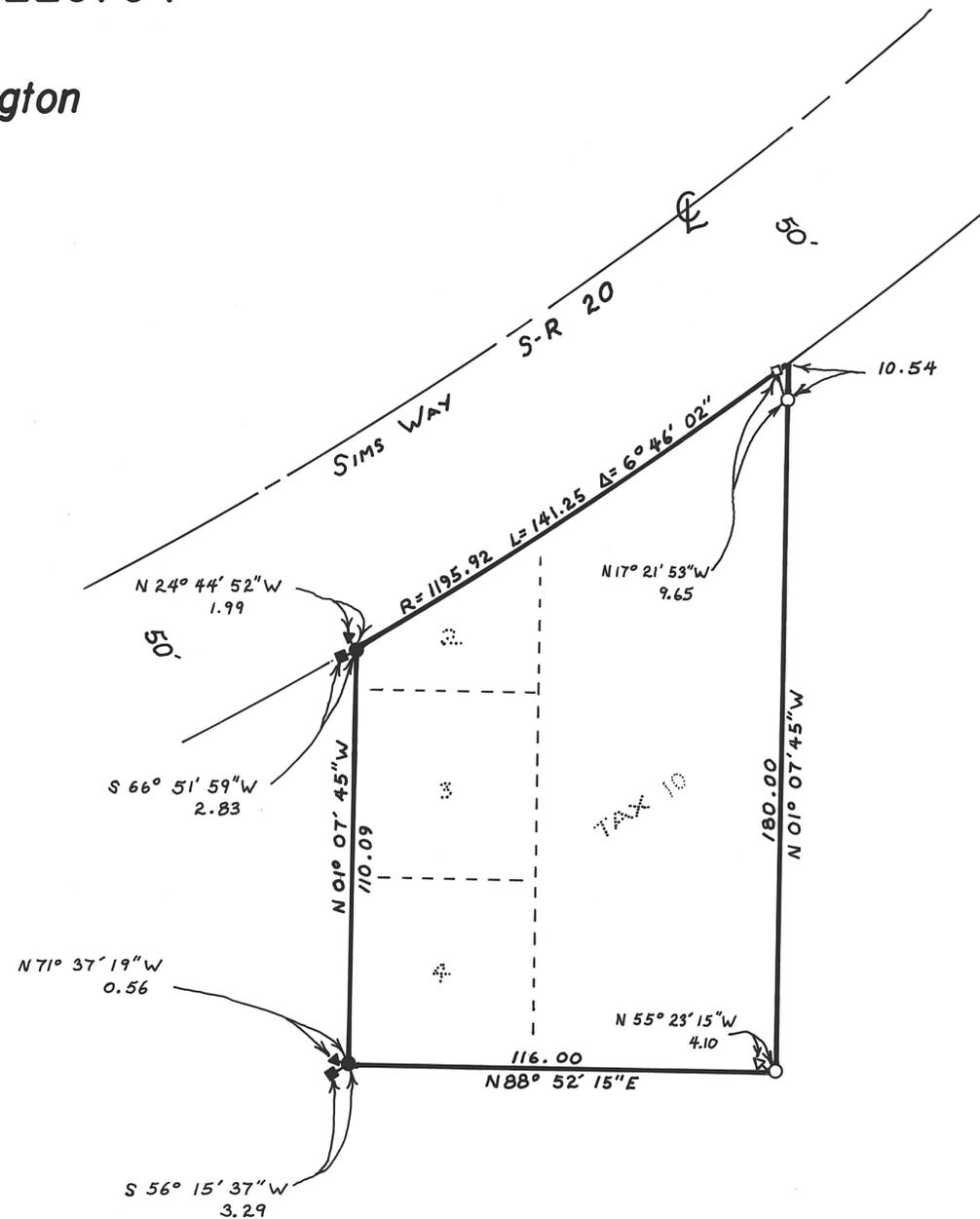
SCALE 1" = 30'

BASIS OF BEARINGS
 AND

ADJOINING SURVEYS OF RECORD:
 MAP RECORDED IN BOOK 8 OF SURVEYS PAGE 18.

LEGEND

- = SET 1/2" REBAR WITH PLASTIC CAP STAMPED "FISCHER 21445."
- = PREVIOUSLY SET 1/2" REBAR WITH PLASTIC CAP STAMPED "FISCHER 21445" PER VOL. 8 OF SURVEYS, Pg. 18.
- = FOUND 5/8" REBAR WITH PLASTIC CAP STAMPED "DUBACK 15647" PER VOL. 1 OF SURVEYS, Pg. 157.
- = PREVIOUSLY FOUND 5/8" REBAR WITH PLASTIC CAP STAMPED "DUBACK 15647."
- ▲ = FOUND 3/4" IRON PIPE.
- △ = PREVIOUSLY FOUND 1/2" IRON PIPE IN CONCRETE.



302560

AUDITOR'S CERTIFICATE

Filed for record this 19 day of August 1986 at 11 A.M. in book 8 of SURVEYS at page 41 at the request of Franklin Fischer

Norine Garwood
 County Auditor

SURVEYOR'S CERTIFICATE

This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Survey Recording Act at the request of VERNICE SMITH in July, 1986.

Franklin T. Fischer
 Certificate No. 21445



FRANKLIN T. FISCHER
 PROFESSIONAL LAND SURVEYOR
 930 WASHINGTON STREET
 PORT TOWNSEND, WASHINGTON
 98368
 (206) 385-1225

FOR VERNICE SMITH

DWN BY A.R.N.	DATE 8/15/86	JOB NO. 1209
CHKD BY F.T.F.	SCALE 1" = 30'	SHEET 1 OF 1

RECORDED IN
VOL 535 PAGE 566-577
EXHIBIT RECORDS
Exhibit H - Documentation of Easements

JEFFERSON TITLE COMPANY

RECORDED AT THE REQUEST OF:
JEFFERSON LAND TRUST,
A WASHINGTON NONPROFIT CORPORATION

1995 SEP 15 PM 4:25

DONNA M. FLODIGE
JEFFERSON COUNTY AUDITOR

AFTER RECORDATION RETURN TO:
JEFFERSON LAND TRUST
POST OFFICE BOX 1610
PORT TOWNSEND WA 98368

384789

BY *[Signature]* DEPUTY

DEED OF CONSERVATION EASEMENT

THIS GRANT DEED OF CONSERVATION EASEMENT is made by and between **DAVID L. GREEN**, an unmarried person, whose mailing address is Post Office 251, Port Townsend WA 98368 (herein referred to as "Grantor"), and **JEFFERSON LAND TRUST**, a Washington nonprofit corporation, with a mailing address of Post Office Box 1610, Port Townsend WA 98368, and having its registered office at 2404 35th Street, Port Townsend, Washington (herein referred to as "The Land Trust").

RECITALS

A. Grantor is the owner in fee simple of certain real property in Jefferson County, Washington, which is described in Exhibit "A" attached to this document and incorporated by this reference (herein referred to as "The Property").

B. The Property possesses scenic, aesthetic, and open space values (herein collectively referred to as "conservation values" for convenience) of great importance to Grantor, to The Land Trust, to the people of Jefferson County, and to the people of the State of Washington.

C. The specific conservation values of The Property are as follows:

1. Open space in a designated Urban Growth Area under the Growth Management Act;
2. View corridor to adjacent residence ("Holly Manor") which is a registered historic property; and
3. Scenic area and viewshed designated for preservation efforts under City of Port Townsend Gateway Plan.

Some or all of the foregoing are more fully documented in an inventory of the relevant features of the property attached to this document as Exhibit "B" and incorporated by this reference, which Grantor and The Land Trust agree accurately describes, and depicts in such maps and photographs as may be included therein, the state of The Property at the time of this grant and which is intended to serve as an accurate information baseline for monitoring compliance with the terms and conditions of this grant.

NO REAL ESTATE
SALES TAX REQUIRED
COUNTY TREASURER

BY *[Signature]*

SEP 15 1995

VOL 535 PAGE 566

D. Grantor, as the owner of The Property in fee simple absolute, is the holder of the affirmative rights and ability to be and to exercise significant attributes, subject to and in accordance with the terms and conditions set forth in this document.

E. The Land Trust is organized and exists as a nonprofit, tax-exempt charitable organization to, among other things, preserve and protect scenic areas and aesthetically significant land for scientific, educational, and charitable purposes for the benefit of the public, in accordance with the provisions of Section 501(c)(3) of the Internal Revenue Code of 1954, as amended.

F. The State of Washington has recognized the necessity and importance of private efforts regarding the preservation of natural and open space areas by the enactment of legislation codified in Section 79.70 et seq., of the Revised Code of Washington.

G. The Land Trust is a private organization qualified under Sections 64.04.130 and 84.34.250 of the Revised Code of Washington and under Section 170(h)(3) of the Internal Revenue Code of 1954, as amended, to acquire and hold conservation easements.

H. The Land Trust agrees by accepting this grant to honor the intention of Grantor as herein stated and to preserve and to protect in perpetuity the conservation values of The Property for the benefit of those now living and those as yet unborn.

In consideration of the foregoing and of the terms, conditions and restrictions set forth in the remainder of this document, and pursuant to the common law and the laws of the State of Washington, particularly Section 64.04.130 of the Revised Code of Washington, Grantor hereby grants and conveys to The Land Trust a conservation easement in perpetuity over, upon, and under The Property of the nature and character and to the extent set forth in the remainder of this document (herein referred to as "Easement" for convenience).

1. It is the purpose of this Easement to assure that The Property will be retained forever in its open and undeveloped condition, and to prevent and preclude any use of The Protected Property that will impair or interfere with the conservation values of The Property. Grantor intends that this Easement will confine the use of The Property to such activities, including without limitation such passive recreational, educational, and scientific uses as are consistent with the purpose of this Easement.

2. To accomplish the purpose of this Easement, the following rights are hereby conveyed to The Land Trust :

- (a) to preserve and to protect the conservation values of The Property;

- (b) to enter The Property at reasonable times in order to monitor Grantor's compliance. PROVIDED, HOWEVER, that such entry will be upon prior reasonable notice to Grantor, and that The Land Trust may not unreasonably interfere with the use and quiet enjoyment of The Property by Grantor;
- (c) to make or permit educational and/or scientific use(s) of The Property for the purpose of fostering an understanding and appreciation of its conservation values; PROVIDED, HOWEVER, that such uses only will be upon prior reasonable notice to Grantor and may not unreasonably interfere with the quiet use and enjoyment of any portion(s) of The Property which may be used for residential purposes in accordance with this Easement; and
- (d) to prevent any activity or use of The Property inconsistent with the purpose of this Easement and to require the restoration of such areas or features of The Property which may be damaged by any such inconsistent activity or use.

3. Any activity or use of The Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing prohibition, the following activities and uses are expressly prohibited:

- (a) residential, agricultural, commercial or industrial development or uses;
- (b) grazing of livestock;
- (c) damming, diking, dredging, filling, alteration or manipulation of watercourses, wetlands, or ponds, except as specifically permitted herein;
- (d) mining or extraction of mineral resources, soil, peat, rock or gravel;
- (e) any filling, cutting, dredging, drilling, excavation or grading of any kind in any amount, except as specifically permitted herein;
- (f) any activity which causes or is likely to cause any significant pollution of any surface or subsurface waters;
- (g) any tree cutting;
- (h) the installation, construction or placement of any structures or improvements, including but not limited to commercial signs, satellite dishes or antennae, except as specifically permitted herein;
- (i) the dumping or storage of ashes, trash, garbage, sawdust, lawn clippings and wastes of any kind; and
- (j) the use of pesticides or herbicides, except as specifically approved by The Land Trust in writing prior to application.

4. Grantor hereby reserves to Grantor and to the personal representatives, heirs, devisees, assigns, and successors in interest of Grantor, all rights accruing from the ownership of The Property in fee simple absolute which have not been granted to The Land Trust hereby. Without limiting the generality of the foregoing reservation, the following rights are expressly reserved:

- Exhibit H Documentation of Easements**
- (a) gardening and landscaping utilizing plantings which will not obstruct the view corridor from State Highway 20 to the historic residence on the adjacent property to the West, commonly known as Holly Manor;
 - (b) the construction of pathways, fountains, gazebos, decking and gardening sheds which will not obstruct the said view corridor and which are to be utilized in connection with the gardening and landscaping undertaken pursuant to (a) above;
 - (c) maintain an existing roadway and turnaround to provide vehicular access to the adjacent property to the West; and
 - (d) grading and earthwork necessarily related to rights reserved in (a), (b) and (c) above.

Recognizing that it may be possible to adversely affect the conservation values of The Property unintentionally while exercising rights reserved hereby, Grantor will notify The Land Trust prior to undertaking any activities pursuant to the rights reserved in sub-paragraph (b); such activities may not be undertaken without the approval of The Land Trust.

5. The purpose of requiring Grantor to notify The Land Trust prior to undertaking certain permitted activities, as provided in the foregoing paragraph, is to afford The Land Trust the opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the purpose of this Easement. Whenever notice is required, Grantor will notify The Land Trust in writing not less than 30 days prior to the date Grantor intends to undertake the activity in question. The notice will specifically describe the nature, scope, design, location, and timetable, as well as any other material aspect of the proposed activity in sufficient detail to permit The Land Trust to make an informed judgment as to its consistency with the purpose of this Easement.

5.1 Whenever approval of The Land Trust is required, such approval will be either granted or withheld within 15 days of Grantor's written request therefor. Approval may be withheld only upon a reasonable determination by The Land Trust that the activity as proposed would be inconsistent with the purpose of this Easement.

5.2 If a dispute arises concerning the consistency of any proposed use or activity with the purpose of this Easement, Grantor agrees not to proceed with the use or activity pending resolution of the dispute, and either party may refer the dispute to arbitration by request made in writing upon the other. Within 30 days of the receipt of such request, each party will designate an arbitrator and the arbitrators so designated will jointly designate a third arbitrator; PROVIDED, HOWEVER, if either party fails to select an arbitrator, or if the two arbitrators selected by the parties fail to select a third arbitrator within 14 days, then, in each such instance a proper court, on petition of a party, will appoint the second or third arbitrator or both, as the case may be. The matter will be settled in accordance with the Washington arbitration statute then in effect, and an arbitration award may be entered in any court of competent jurisdiction. The prevailing party will be entitled, in addition to such

other relief as may be granted, to recover a reasonable sum to defray its costs and expenses related to the arbitration, including, without limitation, the fees and expenses of the arbitrators and attorney's fees, which will be determined by the arbitrators or any court of competent jurisdiction which may be called upon to enforce or review the award or the issue of costs and expenses.

Exhibit # Documentation of Easements

6. If The Land Trust determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, The Land Trust will give written notice thereof to Grantor and demand corrective action to cure the violation and, in the event the violation involves injury to The Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore The Property or portion thereof so injured. If Grantor fails to cure the violation within 30 days after receipt of notice thereof from The Land Trust, or, under circumstances in which the violation cannot reasonably be cured within a 30 day period, fails to begin curing the violation within the 30 day period, or fails to continue diligently to cure such violation until finally cured, The Land Trust may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any of the conservation values protected thereby, including, without limitation, damages for the loss of scenic, aesthetic, or environmental values protected by this Easement, and to require the restoration of The Property to the condition which existed prior to any such injury. Without limiting Grantor's liability therefor, The Land Trust, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on The Property. If The Land Trust, in its sole discretion, determines that circumstances require immediate action to prevent threatened violations of the terms of this Easement, The Land Trust may petition a court of competent jurisdiction for appropriate injunctive relief. Grantor agrees that the remedies of The Land Trust at law are inadequate and that The Land Trust is entitled to the injunctive relief, both mandatory and prohibitive, in addition to such other relief to which The Land Trust may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The remedies of The Land Trust as described in this paragraph are cumulative and are in addition to all remedies now or hereafter existing at law or in equity.

6.1 Any costs incurred by The Land Trust in enforcing the terms of this Easement against Grantor, including, without limitation, costs of suit and attorney's fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement will be borne by Grantor.

6.2 Enforcement of the terms of this Easement is at the discretion of The Land Trust, and any forbearance to exercise any rights under this Easement in the event of any breach of its terms by Grantor may not be deemed or construed to be a waiver of such term or of any subsequent breach of the same or any other term of this Easement or of any of the rights

of The Land Trust under this Easement. No delay or omission by The Land Trust in the exercise of any right or remedy by The Land Trust or Grantor may impair such right or remedy or be construed as a waiver.

Exhibit H - Documentation of Easements

6.3 Nothing contained in this Easement may be construed to entitle The Land Trust to bring any action against Grantor for any injury or change in The Property resulting from causes beyond the control of Grantor, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, mitigate, or abate significant damage to The Property resulting from such causes.

7. No right of access to The Property by the general public is conveyed by this Easement.

8. Grantor retains all responsibility and will bear all costs and liabilities of any kind related to the ownership, operation, and maintenance of The Property. Grantor will pay all taxes assessed against The Property by governmental authority as they become due. To preserve its rights under this Easement, The Land Trust may, but is in no event obligated to make payment of any taxes upon five days prior written notice to Grantor and the obligation to The Land Trust created by such payment will bear interest until paid by Grantor at the same rate imposed by the relevant governmental authority for the late payment of the tax so paid by The Land Trust.

8.1 Grantor will hold harmless, indemnify, and defend The Land Trust, its members, officers, directors, employees, agents, and contractors, and the heirs, personal representatives, successors, and assigns of each of them (collectively referred to as "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney's fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about The Property, regardless of cause, unless solely attributable to the negligence of any of the Indemnified Parties; (2) the obligations specified in paragraph 8; and (3) the existence and administration of this Easement.

9. If circumstances arise in the future which make it impossible to accomplish the purposes of this Easement, this Easement may only be extinguished or terminated, in whole or in part, by judicial proceedings in a court of competent jurisdiction. If circumstances arise which make it appropriate to modify or amend this Easement, Grantor and The Land Trust are free to jointly amend this Easement; PROVIDED, HOWEVER, that there may be no amendment which would affect the qualification of this Easement or The Land Trust under any applicable laws, including Sections 64.04.130 and 84.34.250 of the Revised Code of Washington, and Section 170(h) of the Internal Revenue Code of 1954, as amended, and any amendment will be consistent with the purpose of this Easement and may not affect

its perpetual duration. The document executed by Grantor and The Land Trust for the purpose of amending this Easement will be recorded in the Official Records of Jefferson County.

Exhibit H Documentation of Easements

9.1 This Easement is transferable; PROVIDED, HOWEVER, that The Land Trust may assign its rights and obligations hereunder only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1954, as amended (or any successor provision then applicable), and the applicable regulations promulgated pursuant thereto, and authorized to acquire and hold conservation easements under Sections 64.04.130 and 84.34.250 of the Revised Code of Washington (or any successor provision then applicable). As a condition of such transfer, The Land Trust will require that the conservation purposes that this grant is intended to advance continue to be carried out.

9.2 If The Land Trust ceases to exist or to be a qualified organization under Section 170(h) of the Internal Revenue Code of 1954, as amended, or to be authorized to acquire and hold conservation easements under Sections 64.04.130 and 84.34.250 of the Revised Code of Washington, and a prior assignment is not made pursuant to sub-paragraph 9.1 above, then the rights and obligations of The Land Trust under this Easement will immediately vest in The Trust for Public Land. If The Trust for Public Land is no longer in existence at the time the rights and obligations under this Easement would otherwise vest in it, or if The Trust for Public Land is not authorized to acquire and hold conservation easements as provided for an assignment pursuant to this paragraph 9, or if The Trust for Public Land refuses such rights and obligations, then the rights and obligations under this Easement will vest in such organization as a court of competent jurisdiction may direct pursuant to applicable Washington law, giving due regard to the requirements regarding an assignment pursuant to this paragraph 9.

10. Grantor agrees to incorporate the terms of this Easement in any deed or other instrument which divests Grantor of any interest in all or any portion of The Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to The Land Trust no less than 30 days prior to such transfer. The failure of Grantor to perform any act required by this paragraph will not impair the validity of this Easement or limit its enforceability to any degree whatsoever.

11. Grantor acknowledges that this easement has economic value and that, in the event of condemnation, The Land Trust will be entitled to receive just compensation in accordance with applicable law. The proceeds from condemnation shall be divided between Grantor and The Land Trust in proportion to the value of the rights retained by Grantor and the value of the rights conveyed to The Land Trust by this Easement.

12. Upon request by Grantor, The Land Trust will within 30 days execute and deliver to Grantor any document, including an estoppel certificate, which certifies Grantor's

Exhibit H - Documentation of Easements

13. Any notice, demand, request, consent, approval, or communication that either Grantor or The Land Trust desires or is required to give to the other must be in writing and either personally delivered, or sent by first class mail, postage prepaid, or transmitted by electronic means with a copy of such electronic transmittal bearing the date of such transmittal retained by the transmitter, to such address or telephone number as may be provided by either party from time to time; the initial mailing address for each party is set forth at the beginning of this instrument.

14. The Land Trust is to record this instrument in timely fashion in the Official Records of Jefferson County, Washington and such other jurisdiction in which any portion of The Property may be situated, and The Land Trust may re-record this instrument so often as may be necessary preserve its rights in this Easement.

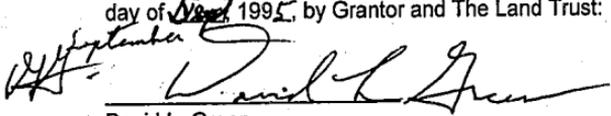
15. (a) The interpretation and performance of this Easement is governed by the laws of the State of Washington.
- (b) Any general rule of construction to the contrary notwithstanding, this Easement is to be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of the Washington statutes authorizing conservation easements. If any provision of this Easement is found to be ambiguous, an interpretation consistent with the purpose of this Easement which would render the provision valid is to be favored over any interpretation which would render such provision invalid.
- (c) If any provision of this Easement, or its application to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances as to which it has not been found to be invalid, as the case may be, may not be affected thereby.
- (d) This instrument sets forth the entire agreement of the parties hereto with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Easement, all of which are merged herein.
- (e) Nothing contained in this instrument is to result in a forfeiture or reversion of Grantor's title in any respect.
- (f) All obligations imposed upon Grantor by this instrument are joint and several.
- (g) All covenants, terms, conditions, and restrictions of this Easement are binding upon and inure to the benefit of Grantor and Grantor's heirs, devisees, personal representatives, successors in interest, and assigns, and

Exhibit H - Documentation of Easements

Land Trust, its successors in interest and assigns, and are to continue as a servitude in perpetuity running with The Property.

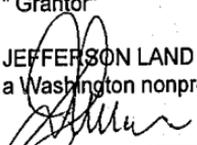
2:45 PM

IN WITNESS WHEREOF, this Grant Deed of Conservation Easement is executed this 15th day of ~~Sept~~ September 1995, by Grantor and The Land Trust:



David L. Green
"Grantor"

JEFFERSON LAND TRUST
a Washington nonprofit corporation



Douglas G. Mason
President



Stephen Schumacher
Secretary

"The Land Trust"

STATE OF WASHINGTON)

COUNTY OF JEFFERSON)

Exhibit H - Documentation of Easements

On this 15th day of September, 1995, before me personally appeared Green, to me known to be the individual that executed the within and foregoing instrument, and acknowledged that the instrument was signed as their free and voluntary act for the uses and purposes therein mentioned.

Vicky J. Lockhart

Notary signature

Vicky J. Lockhart

Notary name printed or typed



NOTARY PUBLIC, State of Washington

Residing at

My commission expires

STATE OF WASHINGTON)

COUNTY OF JEFFERSON)

) ss.

On this 25th day of September, 1995, before me personally appeared DOUGLAS G. MASON and STEPHEN SCHUMACHER, to me known to be the President and Secretary, respectively, of JEFFERSON LAND TRUST, a Washington nonprofit corporation, and acknowledged the within and foregoing instrument the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to sign said instrument by the Board of Directors of said corporation.

Betty A. Oakes

Notary signature

Betty A. OAKES

Notary name printed or typed



NOTARY PUBLIC, State of Washington

Residing at Port Townsend

My commission expires 4-1-99

EXHIBIT A

Exhibit H - Documentation of Easements

Lots 1, 2 and 3 of the Green Short Plat, as per plat recorded under Jefferson County Auditor's Number 384527 in Volume 3 of Short Plats, pages 115-117, records of Jefferson County Washington.

END EXHIBIT A

Unofficial Copy

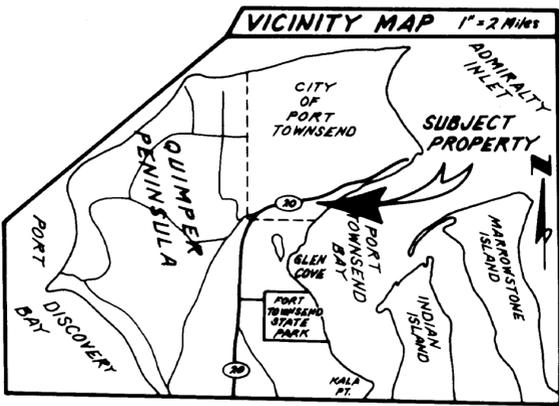
EXHIBIT B

Exhibit H - Documentation of Easements

Jefferson Land Trust has photographed the the property described in Exhibit A and the grantor acknowledges that the photographs accurately depict the property at the time of the grant of conservation easement.

END EXHIBIT B

Unofficial Copy

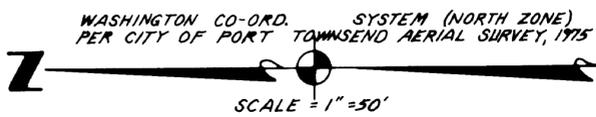


NORWOOD SHORT PLAT

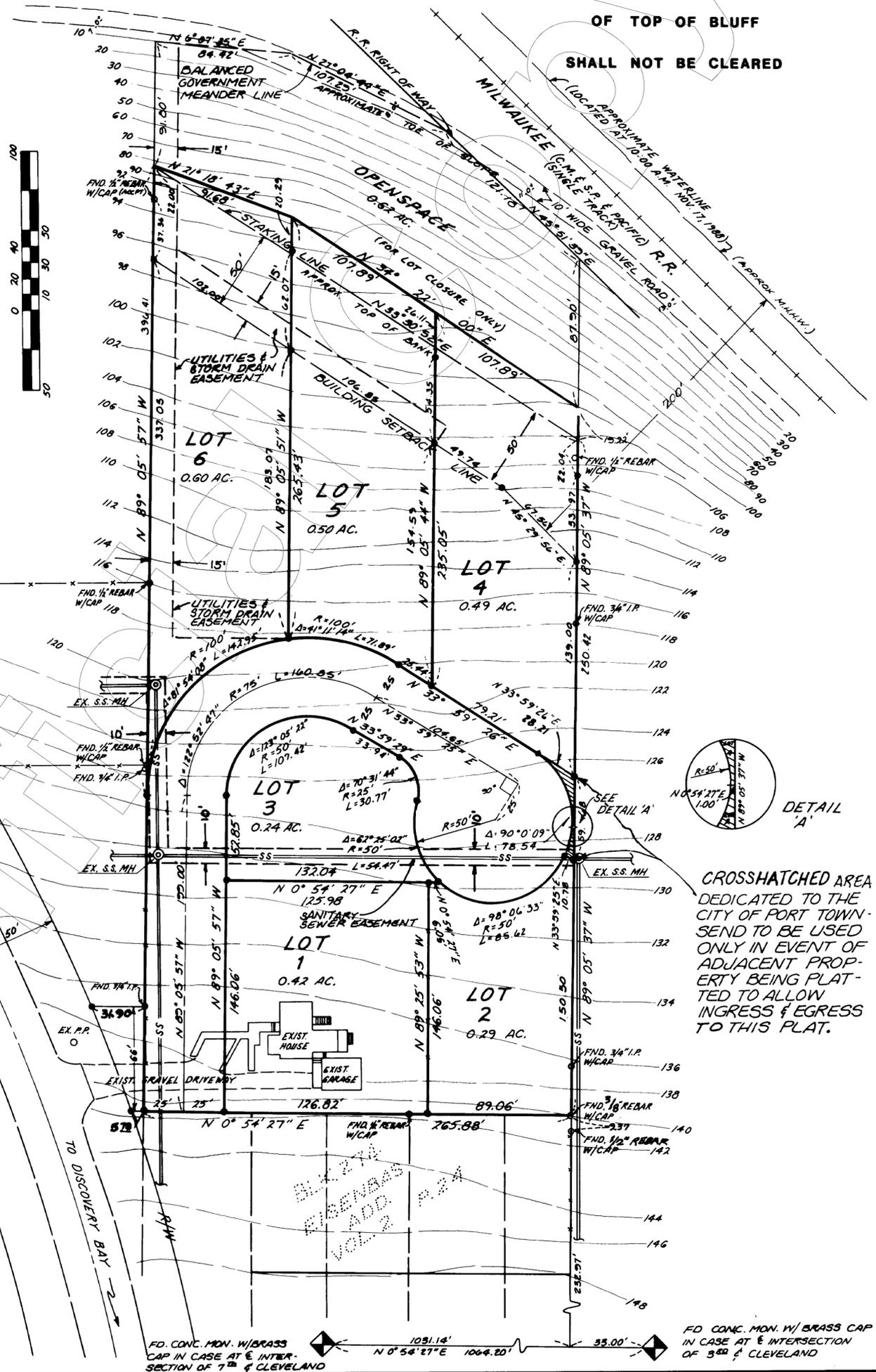
A PORTION OF THE SW 1/4, SE 1/4, SECTION 10,
TWP. 30 N., RANGE 1 WEST, W.M.

NOTE: EXISTING VEGETATION AND SOILS WITHIN 10 FEET

OF TOP OF BLUFF
SHALL NOT BE CLEARED



CITY OF PORT TOWNSEND
AERIAL SURVEY OF 1975
CONTOUR INTERVAL = 2'
(EXCEPT STEEP SLOPES SHOWN @ 10' INTERVALS)



CROSSHATCHED AREA DEDICATED TO THE CITY OF PORT TOWNSEND TO BE USED ONLY IN EVENT OF ADJACENT PROPERTY BEING PLATTED TO ALLOW INGRESS & EGRESS TO THIS PLAT.

- LEGEND**
- FOUND REBAR AS NOTED
 - ⊙ MANHOLE
 - S— SANITARY SEWER
 - x- FENCE LINE
 - SET 1/2" REBAR W/ L.S. 20642 NYLON 10 CAP

DEA

DAVID EVANS and ASSOCIATES, INC.

3100 NW Bucklin Hill Rd. Suite 105
Silverdale, WA 98383 (206) 898-1861

sheet 1 of 2

drawn: SFC
chd: 43C
date: 6-7-89

auditor's certificate: auditor's fee number 221892

filed for record this 28 day of September, 1989, at 1:10 p.m. in book 2 of at page 135-136

at the request of

MARY E. GABOURY
Jefferson county auditor

by B. Huntington deputy

surveyor's certificate:

I HEREBY CERTIFY THAT THIS SHORT PLAT IS BASED ON A SURVEY, THAT THE COURSES AND DISTANCES ARE SHOWN CORRECTLY THEREON, AND THAT ALL REQUIRED STAKES AND MARKERS ARE PLACED ON THE GROUND.

AUGUST 15, 1989

DAVID S. CARROLL
NATIONAL LAND SURVEYOR

101 2 page 135

NORWOOD SHORT PLAT

A PORTION OF THE SW 1/4, SE 1/4, SECTION 10,
TWP. 30 N., RANGE 1 WEST, W.M.

PLAT DESCRIPTION

A portion of the T. M. Hammond Donation Land Claim Number 40, in Section 10, Township 30 North, Range 1 West, Willamette Meridian, described as follows:

Beginning at the Southeast corner of Block 274, Supplemental Plat of Eisenbeis Addition to the City of Port Townsend, per Plat thereof recorded in Volume 2 of Plats, at page 24, Records of Jefferson County, Washington; thence S 89°-05'-37" E, a distance of 532.28 feet to the Westerly Margin of the former Chicago, Milwaukee, St. Paul and Pacific Railroad; thence N 45°-51'-53" E, along said Westerly Margin, a distance of 121.18 feet to a point of intersection with the Government Meander Line, thence N 27°-04'-44" E, along said Government Meander Line, a distance of 107.29 feet; thence continuing along said Meander Line, N 6°-07'-35" E, a distance of 84.42 feet; thence N 89°-05'-57" W, a distance of 595.41 feet; thence S 0°-54'-27" W, a distance of 265.88 feet to the point of Beginning.

Situate in the City of Port Townsend, Jefferson County, Washington.

LEGAL DESCRIPTION

A portion of the T. M. Hammond Donation Land Claim Number 40, in Section 10, Township 30 North, Range 1 West, Willamette Meridian, more particularly described as follows:

Beginning at the Southeast corner of Block 265 of the Supplemental Plat of Eisenbeis Addition to the City of Port Townsend, per Plat thereof recorded in Volume 2 of Plats, at page 24, records of Jefferson County, Washington; thence South 266 feet to the Southeast corner of Block 274 of said Addition; thence East to the Meander Line of Port Townsend Bay; thence Northerly along said Meander Line to the Southeast corner of a tract known as Tax Number 9 in said Section 10, being a point due East of the point of Beginning; thence West to the point of Beginning; said tract containing 4 acres, more or less, and being designated on the County Assessor's Plat and Description Book as Tax Number 13 in said Section 10; EXCEPTING THEREFROM the right of way of the Port Townsend Southern Railroad.

Situate in the City of Port Townsend, Jefferson County, Washington.

DEDICATION

Know all persons by these presents that we, the undersigned, owners in fee simple of the land herein described, declare this Short Plat and dedicate to the use of the Public forever, all streets, avenues, places, and easements or whatever public property there is shown on the plat and the use thereof for any and all public purposes not inconsistent with the use thereof for highway purposes. We also hereby attest and affirm that same was signed and created by our free will and consent.

Frank Norwood
FRANK NORWOOD

Mary T. Norwood
MARY T. NORWOOD

ACKNOWLEDGEMENT

State of Washington

County of Jefferson

On this day personally appeared before me Frank Norwood, and Mary T. Norwood, husband and wife, to me known to be the individuals, described in and who executed the within and forgoing 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 16th day of August, 1989.



Sherrie M. Rosbach
Notary Public in and for the State
of Washington residing
at Hadlock

APPROVALS

I hereby certify that this Short Plat has been approved by the City of Port Townsend Planning Commission this 13th day of APRIL, 1989.

Ernest V. Koon
Chair, Planning Commission

Examined and approved this 15 day of Aug, 1989.

B. B. B. B.
Mayor, City of Port Townsend

Examined and approved this 15 day of AUGUST, 1989.

David A. Hove
Clerk-Treasurer, City of Port Townsend

Examined and approved this 15 day of AUGUST, 1989.

Ted Brinkman
City Engineer, City of Port Townsend

TREASURER'S CERTIFICATE

I, Ila Mikkelsen, Treasurer of Jefferson County, Washington, hereby certify that all taxes due and/or all deposits required to cover anticipated taxes on property embraced in this Short Plat have been paid up to and including the year 1989.

Ila J. Mikkelsen
Jefferson County Treasurer

SHEET 2 OF 2



DAVID EVANS and ASSOCIATES, Inc.
3100 NW BUCKLIN HILL RD. SUITE 103
SILVERDALE, WA 98383 (206) 898-1081

K. S. Gorman
K. S. GORMAN
COUNTY CLERK
JEFFERSON COUNTY
WASHINGTON
8/15/89

Vol. 2 Page 136

Minutes of Regular Session of City Council, January 20, 1948, continued.

Permits granted

It was moved by Councilman Carroll, and seconded by Councilman Gleason, that permits, be granted in accordance with foregoing applications. Motion carried.

COMMUNICATIONS

Communications received were read and acted upon as follows:

From Minnie Gizinski, to-wit:

Port Townsend, Wash
January 17, 1948

Honorable Mayor & City Council
Port Townsend, Washington

Gentlemen:

Permission is requested to move a building, 22' x 20', from its present location on Van Ness Street to my property situate "2" & Genesee Streets. Moving will be done by Mr. Leonard Balch who has provided bond with the City for such work.

Permission is also requested to remodel the building at an estimated cost of approximately \$20.00 for materials.

Respectfully submitted,
Minnie Gizinski

Permission granted.

It was moved by Councilman Mueller, and seconded by Councilman Gleason, that the permission requested by Mrs. Gizinski be granted. Motion carried.

From Harry F. Valliere, to-wit:

Port Townsend, Washington
January 15, 1948

Honorable Harry E. Anderson, Mayor
and Members of the City Council
City of Port Townsend, Washington

Attention: C. F. Christian

Dear Sir:

The Housing Authority wants to thank you for the wonderful job the street crew did on the project streets.

The project was built under the Lenaham Act and is exempt from taxation, but the Authority makes payments in Lieu of Taxes voluntary. Our tax Analyst of the Regional Office takes the valuation of the project and applies the various millages and computes our tax to the various taxing agencies, less any expense that we have incurred such as street maintenance.

Yours very truly,
Harry F. Valliere
Executive Director

HfV/ afn

This Communication was ordered filed.

ORDINANCES AND RESOLUTIONS

Street Fund Emergency Ordinance

An emergency ordinance providing for the appropriation of money for the City Street Fund which was read in full for the first reading at the last regular session and is incorporated in the minutes thereof, was presented and read in full, at this time, for the second reading.

It was moved by Councilman Carroll, and seconded by Councilman Gleason, that the third reading be by title only. Upon roll call vote, all six Councilmen present voted in the affirmative and motion was declared carried.

Third reading and passage.

The proposed ordinance was read by title only for the third reading and it was thereupon moved by Councilman Carroll, and seconded by Councilman Steele, that the ordinance do now pass. Upon roll call vote all six Councilmen presented voted in the affirmative and motion was declared carried.

Minutes of Regular Session of City Council, January 20, 1948, continued.

Eisenbeis Addition Street Vacation Ordinance

An ordinance providing for the vacation of parts of certain streets, as approved by the Council at a public hearing heretofore held, was presented and read in full for the first reading, at this time, as follows:

ORDINANCE NO. 7225

AN ORDINANCE of the City of Port Townsend vacating portions of Holcomb Avenue, "Ilson Avenue F. Street, Sixth Street, and Gise Street in the City of Port Townsend, Jefferson County, Washington.

THE CITY COUNCIL OF THE CITY OF PORT TOWNSEND DO BRDAIN as follows:

Section 1. That portion of Holcomb Ave. between Seventh and the State Road No. 9;

That portion of Wilson Ave. lying between State Highway No. 9 the south side of Seventh Street;

That portion of Fifth street lying between State Highway No. 9 and the east side of "Ilson Street;

That portion of Sixth Street lying between the east side of Cleveland Street and tax No. 4, Section 10, Township 30 North, Range 1 West, W. M.

That portion of Gise Street lying between Seventh Street and Tax No. 4, Section 10, Township 30 North, Range 1 West, W. M. all in Eisenbeis Addition to

the City of Port Townsend, Jefferson County, State of Washington, be and the same are hereby vacated.

Section 2. That this ordinance be published once in the Port Townsend Leader to be in force and take effect as provided by law.

Passed by the City Council the ___ day of December, 1947.

Approved by the Mayor of the City of Port Townsend the ___ day of Dec., 1947.

Mayor

Attest:

Clerk.

It was moved by Councilman Steele, and seconded by Councilman Carroll, that the first reading be considered as the second reading and that the third reading be by title only. Upon roll call vote all six Councilmen present voted in the affirmative and motion was declared carried.

Third reading and passage

The ordinance under consideration was read by title only for the third reading, where upon it was moved by Councilman Steele, seconded by Councilman Gleason, that the ordinance do now pass. Upon roll vote all six Councilmen present voted in the affirmative and motion was declared carried.

Current Expense fund Emergency Ordinance.

An emergency ordinance providing for the appropriation of money for the Current Expense fund, for the purpose of acquiring property, was presented and read in full, at this time, as follows:

ORDINANCE NO. _____

AN ORDINANCE providing for the acquisition of lands, premises and sundry personal property within the City of Port Townsend, as offered for sale by the United States Government providing for the appropriation of money to acquire the same, and declaring an emergency.

WHEREAS: At the time of the adoption of the official budget for the Current expense fund for the City of Port Townsend for the year 1948, it could not have been foreseen, that the United States Government, would offer for sale to the City of Port Townsend, or secondarily to other parties, the lands and premises commonly known as the old "Marine Hospital", together with all other lands owned by the United States surrounding the same and incidental thereto, and all personal property therein, for the sum of \$6,175.00.

and WHEREAS, the City Council of the City of Port Townsend does now find and determine that it is in the public interest that all of the same be acquired, and that an emergency insofar as the appropriation of money to accomplish the objective is concerned, be declared, therefore,

THE CITY COUNCIL OF THE CITY OF PORT TOWNSEND DO ordain as follows:

ORDINANCE NO. 1225

AN ORDINANCE of the City of Port Townsend vacating portions of Holcomb Avenue, Wilson Avenue, Fifth Street, Sixth Street and Gise Street in the City of Port Townsend, Jefferson County, Washington.

THE CITY COUNCIL OF THE CITY OF PORT TOWNSEND DO ORDAIN AS FOLLOWS:

Section 1. That portion of Holcomb Avenue between Seventh and State Road No. 9;

That portion of Wilson Avenue lying between State Highway No. 9, the south side of Seventh Street;

That portion of Fifth Street lying between State Highway No. 9 and the east side of Wilson Street;

That portion of Sixth Street lying between the east side of Cleveland Street and Tax No. 4, Section 10, Township 30 North, Range 1 West, W. M.

That portion of Gise Street lying between Seventh Street and Tax No. 4, Section 10, Township 30 North, Range 1 West, W. M. all in Eisenbeis Addition

the City of Port Townsend, Jefferson County, State of Washington. He and the same are hereby vacated.

Section 2. That this ordinance be published once in the Port Townsend Leader to be in force and take effect as provided by law.

Passed by the City Council the 20th day of January, 1948.

Approved by the Mayor of the City of Port Townsend the 21st day of January, 1948.

H. E. ANDERSON
MAYOR

ATTEST:

C. F. CHRISTIAN
CITY CLERK



Manresa Hall

EASEMENT

No. 1

GRANTORS, MANRESA HALL, INC.

for and in consideration of one dollars (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, grants and conveys to GRANTEE, CITY OF PORT TOWNSEND, Washington, an easement and right-of-way, over, across, along, through, and under the following described property situated in Jefferson County, Washington, to-wit:

Permanent easement 10 feet wide, being 5 feet in width on each side of centerline.

Temporary construction easement 40 feet wide, being 15 feet in width on westerly side and 25 feet in width on the easterly side of centerline.

Centerline described as follows: Beginning at a point 3 feet east of the southwest corner of Block 242 of Eisenbeis Addition; thence in a northeasterly direction across Block 242 a distance of 222 feet more or less to a point on the north line of said Block 242, said point being 118 feet east of the northwest corner of Block 242.

191616

REGO... INDEXED... AT... Vol... ON... Request of... APR 6 1967 BETTY J. TAMPLER, Jefferson County Auditor By... Deputy Recorded... Indexed... Proof Read...

for the purpose of constructing, installing, reconstructing, replacing, repairing, maintaining and operating a sewer pipe line and lines and all necessary connections and appurtenances thereto, together with the right of ingress thereto and egress therefrom for the purpose of enjoying the easement, and also granting to Grantee and to those acting under or for Grantee the use of such additional area immediately adjacent to the above easement as shall be required for the construction of the sewer pipe line or lines in the easement, such additional area to be held to a minimum necessary for that purpose, and immediately after the completion of the construction and installation, or any subsequent entry upon the easement, Grantee shall restore the premises as near as may be to its condition immediately before such construction or entry.

IN WITNESS WHEREOF, Grantors have hereunto set their hand this 6th day of Jan, 1967.

Manresa Hall Inc. By Ben Patrick E. Church Sec. - Treas.

STATE OF WASHINGTON)) as: JEFFERSON COUNTY)

On this 6th day of Jan, 1967, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Ben Patrick E. Church Sec. - Treas. of Manresa Hall Inc. known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he signed and sealed the instrument as his 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 in this certificate above written.



[Signature] Notary Public in and for the State of Washington, residing at Port Townsend

552289 PGS:3 SWD
06/09/2010 11:30 AM \$64.00 FIRST AMERICAN TITLE
Jefferson County WA Auditor's Office - Donna Eldridge, Auditor

When recorded return to:

Stephen Nordine
Susan Reid
372 Meadow Road
Port Townsend, WA 98368

Jefferson County Excise Tax
Aff # 114484 Date 6-9-10
Tax \$ 5612.00 Sales Amt \$ 315,000
By [Signature] Deputy Treasurer

Filed for Record at Request of
All About Escrow, Inc.
Escrow Number: 10-0081
S2444

Statutory Warranty Deed

THE GRANTORS Mark L. Henthorn and Barbara H. Henthorn, husband and wife, for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to Stephen Nordine and Susan Reid, husband and wife, the following described real estate, situated in the County of Jefferson, State of Washington:

Abbreviated Legal:
Ptn SE (Tax 10) 10-30-1W

Tax Parcel Number(s): 001104006

FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.
SUBJECT TO: SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

Dated June 1, 2010

[Signature]
Mark L. Henthorn

[Signature]
Barbara H. Henthorn

STATE OF Washington }
COUNTY OF Jefferson } SS:

I certify that I know or have satisfactory evidence that Mark L. Henthorn and Barbara H. Henthorn are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledge it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 6/1/10

[Signature]

Notary Public in and for the State of Washington
Residing at Chimacum
My appointment expires: 10/6/12

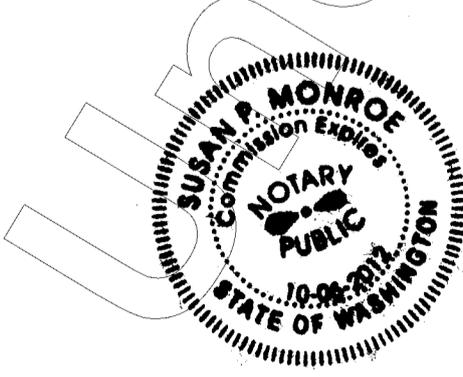


Exhibit H - Documentation of Easements

EXHIBIT "A"

Beginning at the Southeast corner of Block 266, of the Supplemental Plat of the Eisenbeis Addition to the City of Port Townsend, as per plat recorded in Volume 2 of Plats, page 24, records of Jefferson County, Washington;
thence East along the produced South line of said Block 266, a distance of 66 feet;
thence North, parallel to the East line of said Block 266, a distance of 190 feet, more or less, to the Southeasterly right-of-way line of State Highway, known as Sims Way;
thence Southwesterly, along said right-of-way line to the East line of said Block 266;
thence South, along the East line 140 feet, more or less, to the Point of Beginning.

Situate in the County of Jefferson, State of Washington.

Unofficial Copy

Exhibit H - Documentation of Easements**EXHIBIT "B"****SUBJECT TO:**

1. **Easement, including terms and provisions contained therein:**
Recorded: April 6, 1967
Recording No.: 191617
In favor of: City of Port Townsend, Washington
For: Constructing, installing, maintaining and operating a sewer pipe line/lines and all necessary connections and appurtenances thereto
Affects: A portion of said premises

2. **Easement, including terms and provisions contained therein:**
Recorded: May 26, 2009
Recording No.: 543478
In favor of: Mark L. Henthorn and Barbara H. Henthorn, their successors and/or assigns
For: the right, privilege and authority to construct, improve, repair and maintain a paved drive
Affects: Portion of said premises and other property

3. **Height Restriction imposed by instrument recorded on May 26, 2009, under Recording No. 543479.**

Unofficial Copy

MO BHH



When recorded return to:

Gary and Barbara Dutcher
320 Wilson St
Port Townsend, WA 98368

QUIT CLAIM DEED

THE GRANTOR Gary B. Dutcher for and in consideration of TEN DOLLARS AND OTHER GOODS AND VALUABLE CONSIDERATION in hand paid, conveys, and quit claims to Gary B. Dutcher and Barbara J. Dutcher, (a married couple) the following described real estate situated in the County of Jefferson, State of Washington together with all after acquired title of the grantor(s) herein:

Abbreviated Legal: Lt 6 Norwood S.P.

Tax Parcel Number(s): 001 104 025

Lot 6, Norwood Short Plat, as per plat recorded August 16, 1989 in Volume 2 of Short Plats, pages 135 and 136 under Auditor's File No. 324882, records of Jefferson County, Washington, being a portion of the Southwest 1/4 of the Southeast 1/4 of Section 10, Township 30 North, Range 1 West, W.M., Jefferson County, Washington.

Situate in the County of Jefferson, State of Washington.

Subject to: As fully described on Exhibit "A" attached hereto and made a part thereof

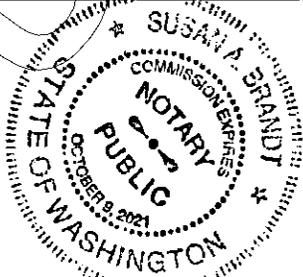
DATED: December 14, 2020

BY: Gary B. Dutcher
Gary B. Dutcher (Grantor)

STATE OF WASHINGTON, County of Jefferson} SS.

I certify that I know or have satisfactory evidence that Gary B. Dutcher is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledge that as the Grantor (owner) to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

DATED: 12-14-2020



Susan A. Brandt

Notary Public for Washington

My appointment expires 10-9-2021

Exhibit H - Documentation of Easements

EXHIBIT A

1. Restrictions, conditions, dedications, notes, easements and provisions contained and/or delineated on the face of the short plat recorded under Jefferson County Recording No. 324882.
2. Easement as delineated and/or dedicated on the face of the short plat:
 Purpose: Utilities and storm drain
 Affects: Portion of said premises
3. Easement, including terms and provisions contained therein:
 Recorded: December 14, 1989
 Recording No: 326852
 In favor of: Puget Sound Power and Light Company, a Washington Corporation
 For: Electric transmission and/or distribution system
 Affects: Portion of said premises
4. Restrictions contained in instrument as hereto attached.
 Recorded: March 6, 1990
 Recording No: 328874
 As Follows: No structures or growths exceeding 17 feet in height shall be constructed or allowed or maintained or roof top aerial be placed on homes of Lot 4, 5 and 6 of said short plat. Home owners of Lots 4, 5 and 6 shall share the maintenance of electricity bills for the sanitary sewer pump station.
5. Easement, including terms and provisions contained therein:
 Recorded: August 20, 1999
 Recording No: 426025
 In favor of: W.C. Harvey and Lora A. Harvey, husband and wife
 For: Utilities and Emergency Vehicle Access
 Affects: A portion of said premises
6. A record of survey recorded April 6, 2006 under Recording No. 509941, said survey discloses the following matters:

Replacement of South line of Short Plate, appears to amend the angle of said South line.

Initial

GBD

Initial

BJB

JEFFERSON COUNTY EXCISE TAX

Aff. No. **090751**

Date Paid 10/10/00 Amt. 4,863.00

By S. Hathaway Dept
TREASURER



437842

Page: 1 of 2
10/10/2000 02:24P
SND 9.00

WHEN RECORDED RETURN TO:
NORMAN A. NASON
JOHN CRAIG AWBREY, TRUSTEE
19701 MINOCQUA CT.
SARATOGA, CA 95070

Recorded at the request of:
JEFFERSON TITLE COMPANY
55619

STATUTORY WARRANTY DEED

Assessors Tax Parcel ID#001.104.027, 001.104.028, 001.104.029,
948.324.701 & 948.326.604

THE GRANTOR, RONALD J. MOREHEAD AS HIS SEPARATE ESTATE *(RM)*

for and in consideration of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION
in hand paid, convey and warrant to **NORMAN A. NASON, A SINGLE MAN, AS TO AN
UNDIVIDED 50% INTEREST AND APEC TRUST, JOHN CRAIG AWBREY, TRUSTEE,
AS TO AN UNDIVIDED 50% INTEREST**

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

THAT PORTION OF BLOCK 266, ALL OF BLOCK 247 OF EISENBEIS ADDITION TO THE
CITY OF PORT TOWNSEND, AS FULLY DESCRIBED ON PAGE 2 ATTACHED HERETO
AND MADE A PART HEREOF.

SUBJECT TO: EASEMENT AS DISCLOSED UNDER AUDITOR'S FILE NO. 191613;
EASEMENT AS DISCLOSED UNDER AUDITOR'S FILE NO. 260053; EASEMENT AS
DISCLOSED UNDER AUDITOR'S FILE NO. 260054; ALL COVENANTS, CONDITIONS OR
RESTRICTIONS, ALL EASEMENTS OR OTHER SERVITUDES, AND ALL RESERVATIONS
AS DISCLOSED UNDER AUDITOR'S FILE NO. 384527; EASEMENT AS DISCLOSED
UNDER AUDITOR'S FILE NO. 384789; RESTRICTION IMPOSED BY INSTRUMENT UNDER
AUDITOR'S FILE NO. 384790.

ALSO SUBJECT TO: Rights, reservations, covenants, conditions and restrictions, presently of
record and general to the area; easements and encroachments, not materially affecting the value of
or unduly interfering with Grantee reasonable use of the Property; and reserved oil and mining rights.

DATED: OCTOBER 3, 2000

(Signature)
RONALD J. MOREHEAD

(Signature)

STATE OF CALIFORNIA
COUNTY OF MARIPOSA

On this day personally appeared before me RONALD J. MOREHEAD ~~and BARBARA MOREHEAD~~ *pal* to me known to be
the individual 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 6th Day of OCTOBER, 2000

(Signature)

Notary Public in and for the State of ~~Washington~~, CALIFORNIA
Residing at MARIPOSA
My commission expires MAY 20, 2002





Page 2 of Statutory Warranty Deed dated September 25, 2000
Morehead/Nason&Apec Trust

LEGAL DESCRIPTION:

That portion of Block 266, all of Block 247 of Eisenbeis Addition to the City of Port Townsend, as per plat recorded in Volume 2 of Plats, page 24, TOGETHER WITH those portions of vacated 5th, 6th and Wilson Streets as vacated by Ordinance No. 1225 of the City of Port Townsend recorded July 6, 1949 under Auditor's File No. 118233, records of Jefferson County, Washington; AND of that portion of the Southeast 1/4 of Section 10, Township 30 North, Range 1 West, W.M., Jefferson County, Washington, all being more particularly described as follows:

Beginning at the point of intersection of the Northerly margin of State Highway (SR 20), as conveyed to the State of Washington by deed recorded May 3, 1926 under Auditor's File No. 54366, with the East line of vacated Wilson Street, as shown on the face of the plat of said Eisenbeis Addition; thence North along said East line and said East line extended to the center line of vacated 5th Street, as shown on the face of said plat; thence West, along the center line of vacated 5th Street, 33 feet to the center line of vacated Wilson Street; thence North, along said center line, to the North line of vacated 6th Street, as shown on the face of said plat; thence East, along said North line, to the East line extended North of said Block 247, being the Southeast corner of Block 241 in said plat; thence continuing East, at right angles thereto, to the Northerly margin of State Highway (SR 20), as conveyed to the State of Washington by deed recorded September 6, 1927 in Volume 94 of Deeds, page 513, records of said county; thence Southwesterly, along said Northerly margin, to the point of beginning. That portion of the Southeast 1/4 of said Section 10 is more particularly described as follows:

Lots 1, 2 and 3 of Green Short Plat 9306-04, as per plat recorded in Volume 3 of Short Plats, pages 115 through 117, under Auditor's File No. 384527, records of Jefferson County, Washington.

TOGETHER WITH private, non-exclusive access and utilities easements as delineated thereon.

All situate in the County of Jefferson, State of Washington.

End of Legal Description

When recorded return to:

Monique Cecile Vigeant
28137 Via Fierro
Laguna Niguel, CA 92677

Filed for Record at Request of
All About Escrow, Inc.
Escrow Number: 14-0190

Statutory Warranty Deed

THE GRANTOR Joanna Lyons, an unmarried person, for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to Monique Cecile Vigeant, an unmarried person, the following described real estate, situated in the County of Jefferson, State of Washington:

Abbreviated Legal:
Lot B Amended Green SP

Tax Parcel Number(s): 001104028

Lot B of the Amended Green Short Plat, as per plat recorded in Volume 5 of Short Plats, pages 9 and 10, records of Jefferson County, Washington.

Situate in the County of Jefferson, State of Washington.

SUBJECT TO: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Dated September 8, 2014

Joanna Lyons
Joanna Lyons

STATE OF California }
COUNTY OF Solano } SS:

I certify that I know or have satisfactory evidence that Joanna Lyons

is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledge it to be his/her free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 9-10-14 *Jerilyn Pendleton*

Notary Public in and for the State of California
Residing at 77 Solano Square Benning
My appointment expires: Jan 5 2018 94510

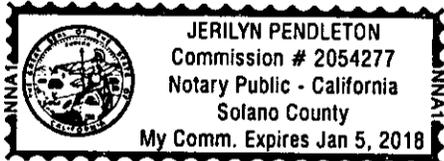


Exhibit H - Documentation of Easements

EXHIBIT "A"

SUBJECT TO:

1. Easement, including terms and provisions contained therein:
 Recorded: April 5, 1967
 Recording No.: 191613
 In favor of: City of Port Townsend
 For: Sewer pipeline
2. Easement, including terms and provisions contained therein:
 Recorded: August 17, 1979
 Recording No.: 260053
 For: Utilities
3. Easement, including terms and provisions contained therein:
 Recorded: August 17, 1979
 Recording No.: 260054
 For: Sewer line
4. Restrictions, conditions, dedications, notes, easements and provisions contained and/or delineated on the face of the short plat recorded under Jefferson County Recording No. 384527 and as amended under Recording No. 483032
5. Easement, including terms and provisions contained therein:
 Recorded: September 15, 1995
 Recording No.: 384789
 In favor of: Jefferson Land Trust
 For: Conservation easement
6. Restrictions contained in instrument as hereto attached.
 Recorded: September 15, 1995
 Recording No.: 384790
 As Follows: A height restriction as to all future structures on said premises. Said height restriction shall be not to exceed 16 feet above the average natural ground elevation of the actual area covered by any such structure. Said restriction has been amended by instrument recorded May 28, 2004 under Recording No. 485123
7. Easement, including terms and provisions contained therein:
 Recorded: October 30, 2007
 Recording No.: 528798
 In favor of: Puget Sound Power and Light Company, a Washington corporation
 For: Electric transmission and/or distribution system

The legal description in said easement is not sufficient to determine its exact location within said premises



539841

Page: 1 of 4
01/13/2009 03:37P
SWD 95.00

Jefferson County Aud FIRST AMERICAN TITLE

RETURN ADDRESS

~~Kenneth F. Kelly and Jane Kelly~~
2000 Sims Way
Port Townsend, WA 98368

Please print neatly or type information

Jefferson County Excise Tax

Aff # 112387 Date 1-13-09
Tax \$ 16,910.00 Sales Amt \$ 950,000
By [Signature] Deputy Treasurer

DOCUMENT TITLE

STATUTORY WARRANTY DEED

REFERENCE NUMBERS (S) OF RELATED DOCUMENTS

N/A

Additional Reference #'s on page _____

GRANTOR (S) (Last, First and Middle Initial)

Nason, Norman A. and Nancy J.

Additional grantor on page _____

GRANTEE (S) (Last, First and Middle Initial)

Kelly, Kenneth F. and Jane

Additional grantee on page _____

LEGAL DESCRIPTION (Abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter)

Parcel C of the amended Green Short Plat, as per plat recorded
in volume 5 of plats, pages 9 and 10. records of Jefferson County
Washington

Additional legal on page _____

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

001 104 029

Additional parcel #'s on page _____

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

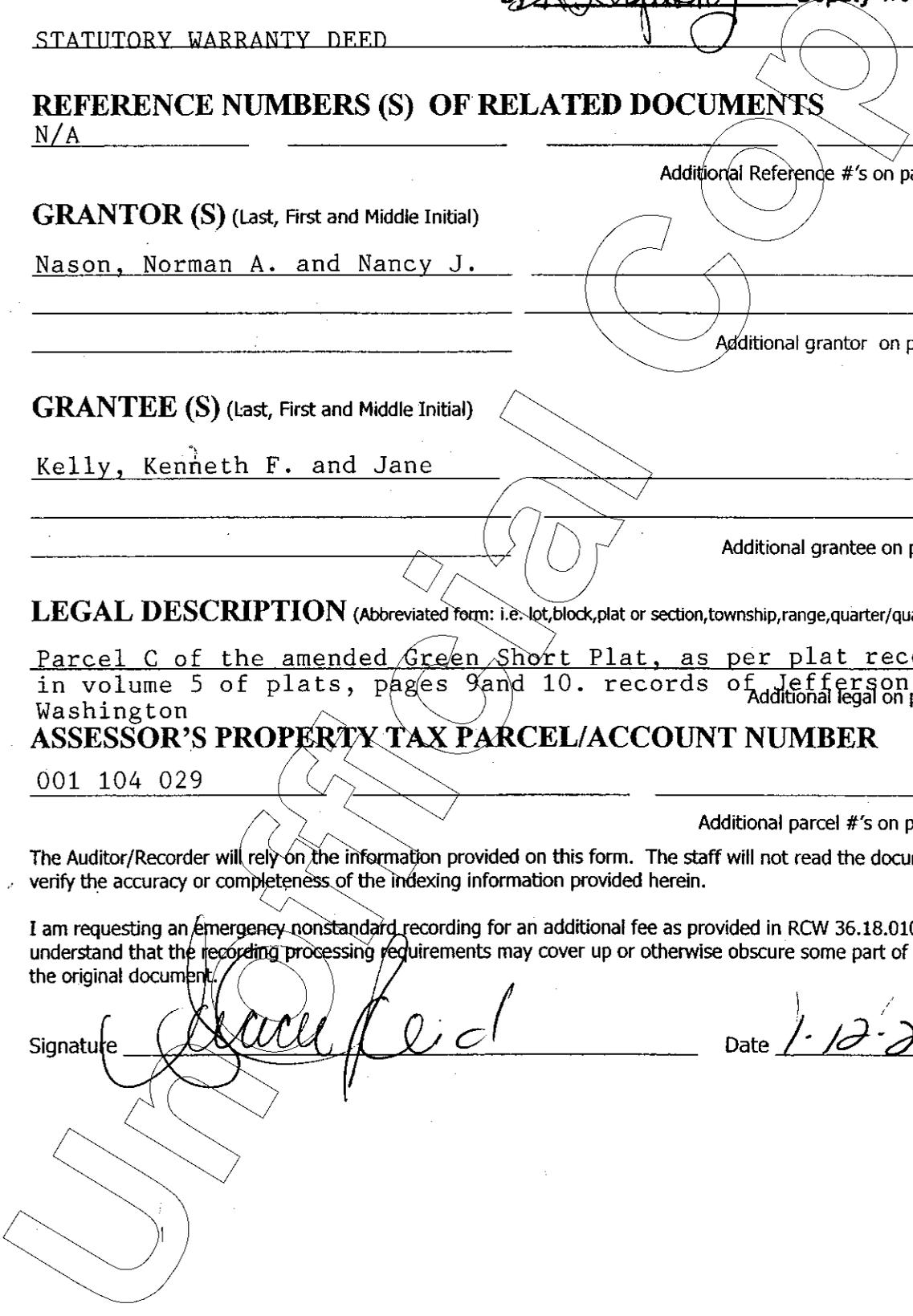
I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature

[Signature]

Date

1-12-2009





When recorded return to:

Mr. and Mrs. Kenneth F. Kelly
902 W. Sims Way
Port Townsend, WA 98368

Filed for Record at Request of
First American Title Of Jefferson County
Escrow Number: 50537SR

Statutory Warranty Deed

THE GRANTORS Norman A. Nason and Nancy J. Nason, husband and wife for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to Kenneth F. Kelly and Jane F. Kelly, husband and wife the following described real estate, situated in the County of Jefferson, State of Washington

Abbreviated Legal: Parcel C Amd Green S.P.

Tax Parcel Number(s): 001 104 029

Parcel C of the amended Green Short Plat, as per plat recorded in Volume 5 of Plats, pages 9 and 10, records of Jefferson County, Washington.

Situate in the County of Jefferson, State of Washington.

Subject to: As fully described on Exhibit "A" attached hereto and made a part hereof

Dated January 6, 2009

Norman A. Nason
Norman A. Nason

Nancy J. Nason
Nancy J. Nason

STATE OF California }
COUNTY OF _____ } SS:

See att

I certify that I know or have satisfactory evidence that Norman A. Nason and Nancy J. Nason are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledge it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: January, 2009

Notary Public in and for the State of California
Residing at _____
My appointment expires: _____



On January 8, 2009, before me, Irene M. Petersen, Notary Public,
personally appeared Norman A Nason and Nancy J Nason

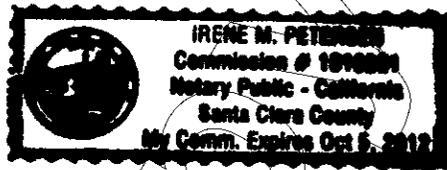
_____, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are
subscribed to the within instrument and acknowledged to me that ~~he~~ ~~she~~ they executed the same
in ~~his~~ ~~her~~ their authorized capacity(ies), and that by ~~his~~ ~~her~~ their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Irene M Petersen

Notary Public in and for said County and State



(place Notary Seal above)

Unofficial Copy



EXHIBIT A

Subject To:

1. Easement, including terms and provisions contained therein:
 Recorded: April 5, 1967
 Recording No.: 191613
 In favor of: City of Port Townsend
 For: Sewer pipe line
 Affects: Premises and other property

2. Easement, including terms and provisions contained therein:
 Recorded: August 17, 1979
 Recording No.: 260053
 In favor of: C. Wade Mattox and Viola V. Mattox, husband and wife
 For: Utilities
 Affects: Premises and other property

3. Easement, including terms and provisions contained therein:
 Recorded: August 17, 1979
 Recording No.: 260054
 In favor of: C. Wade Mattox and Viola V. Mattox, husband and wife
 For: Sewer line
 Affects: Premises and other property

4. Restrictions, conditions, dedications, notes, easements and provisions contained and/or delineated on the face of the short plat recorded under Jefferson County Recording No. 384527.

5. Easement, including terms and provisions contained therein:
 Recorded: September 15, 1995
 Recording No.: 384789
 In favor of: Jefferson Land Trust
 For: Conservation easement
 Affects: Portion of said premises

 According to the terms of said easement, the Jefferson Land Trust is required to be notified prior to any sale. Failure to do so is a violation of the terms of the easement and will not be covered under the forthcoming policy.

6. Covenants, conditions, restrictions, reservations and/or exceptions contained in instrument; 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: September 15, 1995
 Recording No.: 384790

7. Restrictions, conditions, dedications, notes, easements and provisions contained and/or delineated on the face of the short plat recorded under Jefferson County Recording No. 483032.

8. Easement, including terms and provisions contained therein:
 Recorded: October 30, 2007
 Recording No.: 528800
 In favor of: Puget Sound Power and Light Company, a Washington Corporation
 For: Electric transmission and/or distribution system

Initial *J*

Initial *mm*

577119 PGS: 2 MULTI

06/28/2013 11:03 AM \$87.00 CORELOGIC
Jefferson County WA Auditor's Office - Donna Eldridge, Auditor

When recorded mail to:
CoreLogic
450 E. Boundary St.
Chapin, SC 29036

This space for Recorder's use



Case Nbr: 24756031
Ref Number: 3002434375

Tax ID: 948 324 101
5/3/2013

Property Address:
909 7TH STREET #2
PORT TOWNSEND, WA 98368

WA0-R-ST 24756031 6/5/2013

Recording Requested By:
One West Bank
Prepared By:
Debora C. Cox
888-603-9011
450 E. Boundary St.
Chapin, SC 29036

MIN #: 100146001299178377 MERS Phone #: 888-679-6377

SUBSTITUTION OF TRUSTEE AND DEED OF RECONVEYANCE

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., the present beneficiary for the Deed of Trust described below, does hereby substitute NATIONWIDE TRUSTEE SERVICES, INC., A WASHINGTON CORPORATION as Trustee under said Deed of Trust in place of FIRST AMERICAN TITLE INS CO.

NATIONWIDE TRUSTEE SERVICES, INC., A WASHINGTON CORPORATION, the present trustee under the Deed of Trust described below, in consideration of full payment and satisfaction of the debt secured thereunder, does hereby reconvey, without warranty, to the person(s) legally entitled thereto all of the estate, title and interest under the Deed of Trust described below:

Original Lender: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR GREENLIGHT FINANCIAL SERVICES
Made By: JENIFER BANBURY, AN UNMARRIED WOMAN
Original Trustee: FIRST AMERICAN TITLE INS CO
Date of Deed of Trust: 9/7/2006
Loan Amount: \$200,000.00

Recorded in Jefferson County, WA on: 11/8/2007, book N/A, page N/A and instrument number 529095

Property Legal Description:

THE LAND REFERRED TO IN THIS POLICY IS SITUATED IN THE STATE OF WASHINGTON, COUNTY OF JEFFERSON, CITY OF PORT TOWNSEND, AND DESCRIBED AS FOLLOWS: ALL OF LOTS 1 AND 2 IN BLOCK 241 OF SUPPLEMENTARY PLAT TO EISENBEIS ADDITION TO THE CITY OF PORT TOWNSEND, W.T., AS PER PLAT RECORDED IN VOLUME 2 OF PLATS ON PAGE 24, RECORDS OF JEFFERSON COUNTY; TOGETHER WITH THE WEST HALF OF VACATED PORTION OF GISE AVENUE ADJOINING SAID LOTS 1 AND 2 VACATED BY ORDINANCE NO. 1225 OF THE CITY OF PORT TOWNSEND, RECORDED JULY 6, 1949 UNDER AUDITORS FILE NO. 118233, THAT WOULD ATTACHED BY OPERATION OF LAW; TOGETHER WITH AND SUBJECT TO AN NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES PURPOSES OVER, UNDER, ACROSS AND THROUGH A STRIP OF LAND 30 FEET IN WIDTH, BEING 15 FEET ON EACH SIDE OF THE CENTER LINE OF VACATED PORTION OF GISE AVENUE, BETWEEN BLOCK 241 AND 242 OF SAID PLAT. APN: 948 324 101

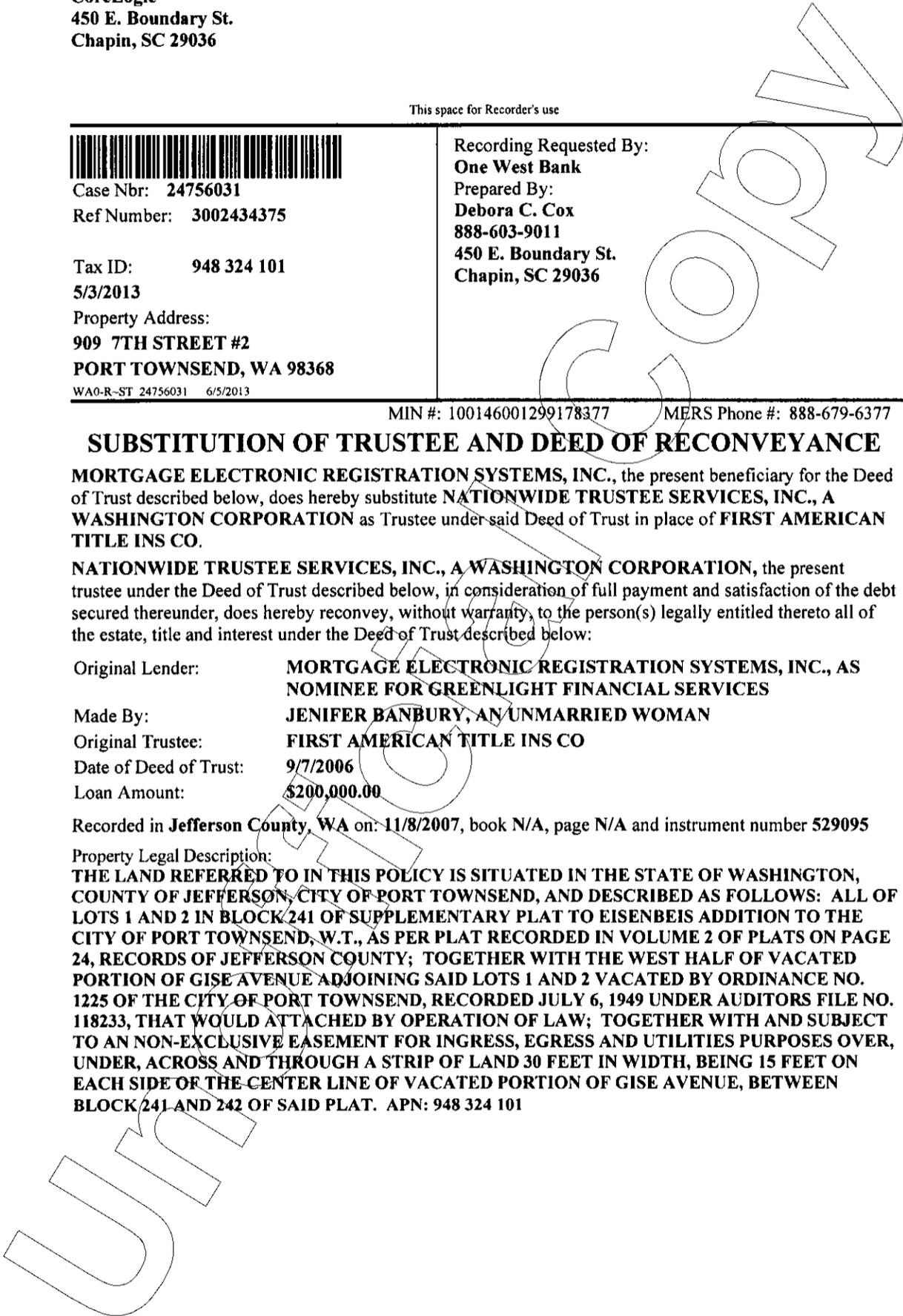


Exhibit H - Documentation of Easements

IN WITNESS WHEREOF, the undersigned has caused this document to be executed on 6/6/2013

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

By: [Signature]
Bart Lerud, Assistant Secretary

State of MI, County of Kalamazoo

On 6/6/2013, before me, Lisa Singleton, a Notary Public, personally appeared **Bart Lerud, Assistant Secretary of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.** personally known to me, or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within document and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the document the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

[Signature]
Notary Public: **Lisa Singleton**
My Commission Expires: **12/30/2013**

LISA SINGLETON
Notary Public - Michigan
Kalamazoo County
My Commission Expires Dec 30, 2013
Acting in the County of Kalamazoo

NATIONWIDE TRUSTEE SERVICES, INC., A WASHINGTON CORPORATION, the present trustee under the Deed of Trust described above, in consideration of full payment and satisfaction of the debt secured thereunder, does hereby reconvey, without warranty, to the person(s) legally entitled thereto all of the estate, title and interest under the Deed of Trust described above.

IN WITNESS WHEREOF, the undersigned has caused this document to be executed on 6-14-13

NATIONWIDE TRUSTEE SERVICES, INC., A WASHINGTON CORPORATION

By: [Signature]
Laurel W. Keen, Vice President

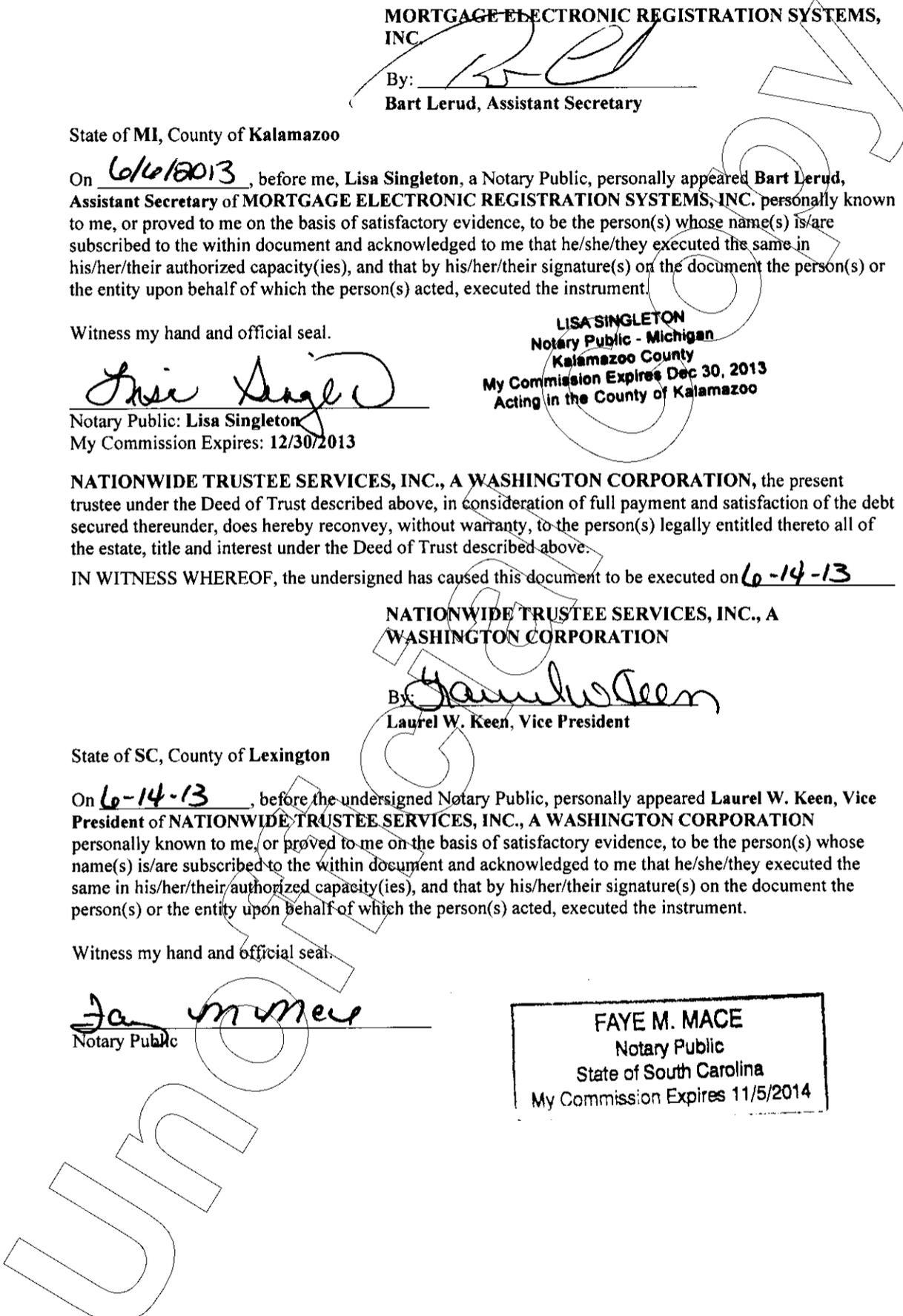
State of SC, County of Lexington

On 6-14-13, before the undersigned Notary Public, personally appeared **Laurel W. Keen, Vice President of NATIONWIDE TRUSTEE SERVICES, INC., A WASHINGTON CORPORATION** personally known to me, or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within document and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the document the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

[Signature]
Notary Public

FAYE M. MACE
Notary Public
State of South Carolina
My Commission Expires 11/5/2014



When recorded return to:

Mary Eileen Stretch and Cynthia Karen Phillips
6609 N Shadow Run Dr
Tucson, AZ 85704

Filed for Record at Request of
First American Title Of Jefferson County
Escrow Number: 65470CK

Statutory Warranty Deed

THE GRANTORS Donald E. Smith and Barbara Tucker Smith, husband and wife for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to Mary Eileen Stretch and Cynthia Karen Phillips, a married couple the following described real estate, situated in the County of Jefferson, State of Washington

Abbreviated Legal: Lots 2 & 3 (E50' S Of R/W) Lt 4 (E50') Blk 266 Eisenbeis Addn

Tax Parcel Number(s): 948 326 602

The East 50 feet of fractional Lot 2, and the East 50 feet of Lots 3 and 4, all in Block 266, of the Supplemental Plat of Eisenbeis Addition to the City of Port Townsend, as per plat recorded in Volume 2 of Plats, page 24, records of Jefferson County, Washington, lying Southerly of the State Highway right-of-way, known as Sims Way.

Situate in the County of Jefferson, State of Washington.

Subject to: As fully described on Exhibit "A" attached hereto and made a part hereof

Dated October 4, 2021

Donald E. Smith
Donald E. Smith

Barbara Tucker Smith
Barbara Tucker Smith

STATE OF Washington }
COUNTY OF Jefferson } SS:

I certify that I know or have satisfactory evidence that Donald E. Smith and Barbara Tucker Smith are the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument, and acknowledge it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: October 4th, 2021

Shonna Wilkerson
Printed name of notary: Shonna Wilkerson
Notary Public in and for the State of Washington
Residing at Quilans
My appointment expires: 8/28/23

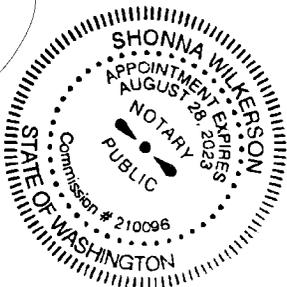


Exhibit H - Documentation of Easements

EXHIBIT A**Subject To:**

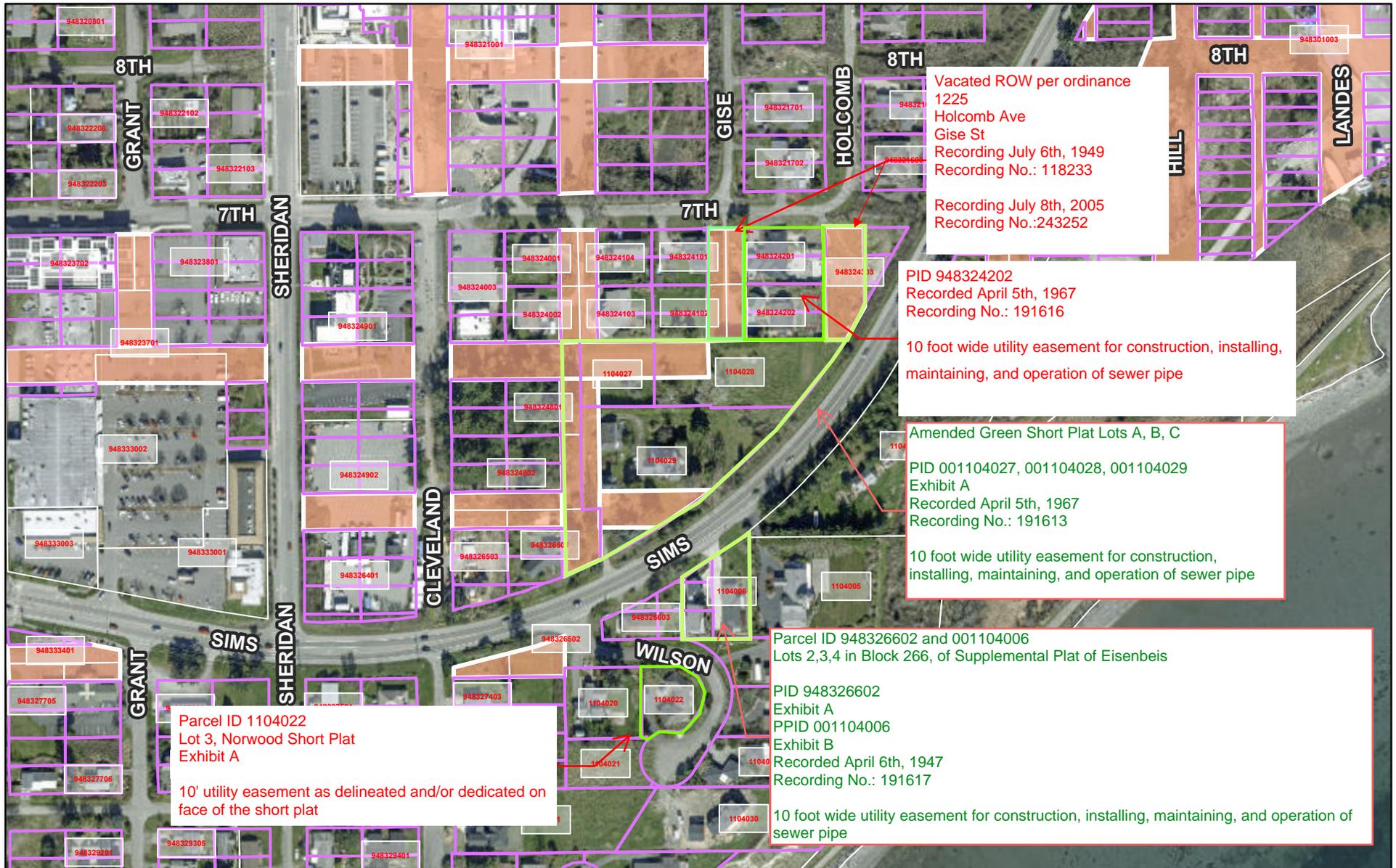
1. Easement, including terms and provisions contained therein:
 Recorded: April 06, 1947
 Recording No.: 191617
 For: Construction, installing, maintaining and operation of a sewer pipe line/lines and all necessary corrections and appurtenances thereto
2. Terms, covenants, conditions and/or provisions contained in an easement serving said premises, as contained in instrument:
 Recorded: May 26, 2009
 Recording No.: 543478
3. Height Restriction and the terms and provisions contained therein recorded on May 26, 2009, under Recording No. 543479
4. Notice to Title and the Terms and Conditions thereof:
 Recorded: July 06, 2009
 Recording No.: 544646
 Regarding: The property has been identified as a seismic hazard area as defined in the City's critical area ordinance
5. Hold harmless indemnification covenant and the terms and provisions contained therein recorded on July 06, 2009, under Recording No. 544647
6. Easement, including terms and provisions contained therein:
 Recorded: July 28, 2009
 Recording No.: 545323
 In favor of: Puget Sound Power and Light Company, a Washington corporation
 For: Electric transmission and/or distribution system

The legal description in said easement is not sufficient to determine its exact location within said premises.

7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records.

Initial Initial 

Exhibit H - Documentation of Easements Utility Easement Project Area



1/28/2025

- StreetNames
- Lots
- Vacated ROW

- World Imagery
- Low Resolution 15m Imagery
- High Resolution 60cm Imagery

- High Resolution 30cm Imagery
- Citations
- 1.2m Resolution Metadata

