



**CHICAGO TITLE  
OF WASHINGTON**

Chicago Title  
676 Woodland Square Loop SE, Suite 405  
Lacey, WA 98503

## Commitment for Title Insurance

Title Officer: Peter Herron  
Email: Peter.Herron@ctt.com  
Phone No.: (360)456-7878  
Fax No.: 360-493-1985  
Title No.: CTTC230057050

Escrow Officer: Katie Brazel  
Email: katie.brazel@ctt.com  
Phone No.: (425)258-3683  
Fax No.: (877)287-2818

Property Address: 5216, 5224 and 5228 15th Ave NE Olympia, WA 98516

## Introducing LiveLOOK

LiveLOOK title document delivery system is designed to provide 24/7 real-time access to all information related to a title insurance transaction.

Access title reports, exception documents, an easy-to-use summary page, and more, at your fingertips and your convenience.

[To view your new Chicago Title PreVIEW powered by LiveLOOK report, Click Here](#)

The screenshot displays the Chicago Title LiveLOOK web application. On the left is a dark sidebar with a navigation menu including 'Home', 'REPORTS', 'LEGAL DOCUMENTS', 'SUPPLEMENTS', 'REQUIREMENTS', 'VIEWING', 'LEGAL DESCRIPTION', and 'APPLY FOR MAP'. The main content area is titled 'Title #1: LIVELOOK' and shows a 'SUMMARY' section. Key details include: 'VENDOR: Sam and Susan Soller, husband and wife as joint tenants', 'ADDRESS: 12345 Main Street, Tiburon, California', 'FILE NUMBER: LIVELOOK', and 'PLANT DATE: April 2, 2019 at 7:50 a.m.'. Below this is the 'PROPERTY TAX' section, which states that property taxes are paid for the period from 2017 to 2019. The 'EXCEPTIONS' section lists various items such as 'A. Property taxes, which are a lien not yet due and payable', 'B. Supplemental or escaped assessments if any', 'C. Payment of Contract Assessment Required - RESURFACE', '1. Water rights', '2. Provisions in a deed prohibiting the buying, selling or mortgaging of interests in the land', '3. Covenants, conditions, and restrictions', '4. Easement', '5. Deed of Trust', and '6. Abstract of Judgment'. The interface is clean and professional, with a top navigation bar showing the user's name 'Escrow Officer: Katie Brazel' and the date 'APR 2, 2019 AT 7:50 A.M.'.

**Effortless, Efficient, Compliant, and Accessible**

# ALTA COMMITMENT FOR TITLE INSURANCE

issued by agent:



**CHICAGO TITLE**

COMPANY OF WASHINGTON

Commitment Number:

**CTTC230057050**  
**Report No.5**

## NOTICE

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

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

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

## COMMITMENT TO ISSUE POLICY

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

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

## Chicago Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

Peter Herron  
Authorized Officer or Agent

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**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Title Officer: Peter Herron Chicago Title Company of Washington 676 Woodland Square Loop SE, Suite 405 Lacey, WA 98503 Phone: 360-456-7878 Fax: 360-493-1985 Main Phone: (360)456-7878 Email: Peter.Herron@ctt.com	Escrow Officer: Katie Brazel Chicago Title 3002 Colby Avenue, Suite 200 Everett, WA 98201 Phone: (425)258-3683 Fax: (877)287-2818 Main Phone: (425)258-3683 Email: katie.brazel@ctt.com Escrow No.: 500140797

**Order Number: CTTC230057050**

### SCHEDULE A

- Commitment Date: February 27, 2024 at 08:00 AM
- Policy to be issued:
  - ALTA Owner's Policy 2021 w-WA Mod
 

Proposed Insured:	Sage - Lacey 1, LLC, a Washington limited liability company
Proposed Amount of Insurance:	\$4,860,000.00
The estate or interest to be insured:	Fee Simple
Premium:	\$ 6,977.00
Tax:	\$ 662.82
Rate:	Owner Short Term Standard
Total:	\$ 7,639.82
  - ALTA Loan Policy 2021 w-WA Mod
 

Proposed Insured:	Washington Trust Bank
Proposed Amount of Insurance:	\$2,916,000.00
The estate or interest to be insured:	Fee Simple
Premium:	\$ 2,250.00
Tax:	\$ 213.75
Rate:	Lender Simultaneous Extended
Total:	\$ 2,463.75
- The estate or interest in the Land at the Commitment Date is:
 

Fee Simple
- The Title is, at the Commitment Date, [vested in:](#)  
[Three's Company, LLC, a Washington limited liability company](#)
- The Land is described as follows:
 

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

### END OF SCHEDULE A

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## EXHIBIT "A"

### Legal Description

[Parcels A, B and C](#) of Boundary Line Adjustment No. BLA 20-108141-TC recorded December 1, 2020 under [Recording Nos. 4804473](#) and [4804474](#);

In Thurston County, Washington

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**SCHEDULE B, PART I - Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Payment of the real estate excise tax, if required.

The Land is situated within the boundaries of local taxing authority of Thurston County.

The rate of real estate excise tax for properties which are not formally classified and specially valued as timberland or agricultural land is:

State portion: 1.10% on any portion of the sales price of \$525,000 or less;  
1.28% on any portion of the sales price above \$525,000, up to \$1,525,000;  
2.75% on any portion of the sales price above \$1,525,000, up to \$3,025,000;  
3.00% on any portion of the sales price above \$3,025,000;

The rate of excise for properties formally classified as timberland or agriculture land will be 1.28% for the State portion on the entire sales price.

Local portion: 0.5% on the entire sales price.

An additional \$5.00 State Technology Fee must be included in all excise tax payments.

If the transaction is exempt, an additional \$5.00 Affidavit Processing Fee is required.

Any conveyance document must be accompanied by the official Washington State Excise Tax Affidavit, which can be found online [HERE <https://dor.wa.gov/get-form-or-publication/forms-subject/real-estate-excise-tax>](https://dor.wa.gov/get-form-or-publication/forms-subject/real-estate-excise-tax). The applicable excise tax must be paid and the affidavit approved at the time of the recording of the conveyance documents. (NOTE: Real Estate Excise Tax Affidavits must be printed as legal size forms).

6. We have reviewed the authority documentation for Three's Company, LLC, a Washington limited liability company. Based on our review, the following conditions must be met on the instrument to be insured:
  1. Brian D. Reas must all sign as Managing Member of said entity.
  2. All signature(s) must be notarized in an appropriate representative capacity.

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**SCHEDULE B, PART I - Requirements**  
(continued)

7. We have reviewed the authority documentation for Sage - Lacey 1, LLC, a Washington limited liability company. Based on our review, the instrument to be insured must be executed as follows:

Sage - Lacey 1, LLC, a Washington limited liability company

By: Sage Apartment Development, LLC, a Washington limited liability  
Its: Member

By: \_\_\_\_\_  
Jesse Molnick  
Member

By: \_\_\_\_\_  
Todd Leabman  
Member

NOTE: All signature(s) must be notarized in an appropriate representative capacity.

8. **IMPORTANT!! THIS TRANSACTION HAS NOT BEEN APPROVED FOR INSURANCE AGAINST UNRECORDED LABOR AND MATERIAL LIEN RIGHTS NOR FOR MATTERS THAT COULD BE DISCLOSED BY AN ACCURATE AND COMPLETE SURVEY OF THE LAND. YOU MAY NOT CLOSE UNTIL YOU HAVE RECEIVED A SUPPLEMENTAL FROM THE TITLE UNIT ADDRESSING THIS PARAGRAPH!**

**TO PROVIDE AN EXTENDED COVERAGE LENDER'S POLICY GENERAL EXCEPTIONS A THROUGH D WILL BE CONSIDERED WHEN OUR INSPECTION AND/OR REVIEW OF SURVEY, IF REQUIRED, IS COMPLETED. A SUPPLEMENTAL COMMITMENT WILL FOLLOW.**

9. A completed owner's affidavit (form to be supplied by the Company) will be required in connection with issuance of the policy(ies) shown in Schedule A.
10. Additional requirements and/or exceptions may be added as details of the transaction are disclosed to, or become known by the Company.
11. The application for title insurance was placed by reference to only a street address or tax identification number. The proposed Insured must confirm that the legal description in this report covers the parcel(s) of Land requested to be insured. If the legal description is incorrect, the proposed Insured must notify the Company and/or the settlement company in order to prevent errors and to be certain that the legal description for the intended parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.

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**SCHEDULE B, PART I - Requirements**  
(continued)

12. If the Seller or Borrower intends to sign documents required to insure the transaction utilizing a remote online notary, please notify the Company immediately as additional underwriting requirements will need to be satisfied.

**END OF REQUIREMENTS****NOTES**

The following matters will not be listed as Special Exceptions in Schedule B of the policy. There will be no coverage for loss arising by reason of the matters listed below because these matters are either excepted or excluded from coverage or are not matters covered under the insuring provisions of the policy.

Note A: Note: FOR INFORMATIONAL PURPOSES ONLY:

The following may be used as an abbreviated legal description on the documents to be recorded, per Amended RCW 65.04.045. Said abbreviated legal description is not a substitute for a complete legal description within the body of the document:

Lot(s): A-C BLA 20-108141-TC  
[Tax Account No.: 11809310100](#), 11809310600 and 11809310700

Note B: Note: The Public Records indicate that the address of the improvement located on said Land is as follows:

5216, 5224 and 5228 15th Ave NE  
Olympia, WA 98516

Note C: Note: Any map furnished with this Commitment is for convenience in locating the land indicated herein with reference to streets and other land. No liability is assumed by reason of reliance thereon.

Note D: Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

Note E: Recording charges (per document title) for closings on January 1, 2024, and after for all Washington counties:

Deed of Trust - \$304.50 and \$1 for each additional page.  
Most other Docs, except as noted below - \$303.50 and \$1 for each additional page.  
Assignment of Deed of Trust, Substitution or Appointment of Successor Trustee - \$18.00 and \$1 for each additional page  
Multiple titled documents are charged per applicable title.

There is an additional \$4.25 plus tax fee per document for electronic recording.

**RECORDING CHARGES ARE SUBJECT TO CHANGE WITHOUT NOTICE.**

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**SCHEDULE B, PART I - Requirements**  
(continued)

**END OF NOTES**

**END OF SCHEDULE B, PART I**

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**SCHEDULE B, PART II - Exceptions**

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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

**GENERAL EXCEPTIONS**

- A. Rights or claims of parties in possession, or claiming possession, not shown by the Public Records.
- B. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
- C. Easements, prescriptive rights, rights-of-way, liens or encumbrances, or claims thereof, not shown by the Public Records.
- D. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the Public Records.
- E. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the Public Records.
- F. Any lien for service, installation, connection, maintenance, tap, capacity, or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records.
- G. Unpatented mining claims, and all rights relating thereto.
- H. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.
- I. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- J. Water rights, claims or title to water.
- K. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

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**SCHEDULE B, PART II - Exceptions**  
(continued)

## SPECIAL EXCEPTIONS

1. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2024  
[Tax Account No.:](#) [11809310600](#)  
Levy Code: 239  
Assessed Value-Land: \$293,200.00  
Assessed Value-Improvements: \$323,700.00

## General and Special Taxes:

Billed: \$6,077.97  
Paid: \$0.00  
Unpaid: \$6,077.97

Affects: Parcel A

2. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2024  
[Tax Account No.:](#) [11809310700](#)  
Levy Code: 236  
Assessed Value-Land: \$243,500.00  
Assessed Value-Improvements: \$0.00

## General and Special Taxes:

Billed: \$1,981.31  
Paid: \$0.00  
Unpaid: \$1,981.31

Affects: Parcel B

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**SCHEDULE B, PART II - Exceptions**

(continued)

3. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2024  
Tax Account No.: [11809310100](#)  
Levy Code: 236  
Assessed Value-Land: \$245,300.00  
Assessed Value-Improvements: \$0.00

## General and Special Taxes:

Billed: \$1,996.11  
Paid: \$0.00  
Unpaid: \$1,996.11

Affects: Parcel C

4. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$100,000.00  
Dated: November 20, 2019  
Trustor/Grantor: Three's Company, LLC, a Washington limited liability company  
Trustee: Trustee Services Inc.  
Beneficiary: Heritage Bank  
Recording Date: November 26, 2019  
Recording No.: [4722197](#)

5. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Puget Sound Power & Light Company  
Purpose: Underground electric transmission and/or distribution system  
Recording Date: August 4, 1980  
Recording No.: [1118251](#)  
Affects: Portion of said premises

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**SCHEDULE B, PART II - Exceptions**

(continued)

6. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Short Subdivision No. SS-1563:

[Recording No: 1123328](#)

Said Short Subdivision was amended by instrument recorded under [Recording No. 1126108](#).

Affects: Parcels A and B

7. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Boundary Line Adjustment No. BLA-0568:

[Recording No: 8712150041](#)

Affects: Parcels A and B

8. Matters disclosed by survey recorded under [Recording No. 4733011](#) as follows:

Fences do not conform to the property lines.

9. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Boundary Line Adjustment No. BLA 20-108141-TC:

[Recording Nos: 4804473](#) and [4804474](#)

**END OF SCHEDULE B, PART II**

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**COMMITMENT CONDITIONS****1. DEFINITIONS**

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I-Requirements; and
- f. Schedule B, Part II-Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

**4. COMPANY'S RIGHT TO AMEND**

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

**5. LIMITATIONS OF LIABILITY**

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I-Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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(continued)

- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**

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

**7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

**8. PRO-FORMA POLICY**

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

**9. CLAIMS PROCEDURES**

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

**10. CLASS ACTION**

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

**11. ARBITRATION - INTENTIONALLY DELETED****END OF CONDITIONS**

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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## RECORDING REQUIREMENTS

Effective January 1, 1997, document format and content requirements have been imposed by Washington Law. Failure to comply with the following requirements may result in rejection of the document by the county recorder or imposition of a \$50.00 surcharge.

### First page or cover sheet:

3" top margin containing nothing except the return address.

1" side and bottom margins containing no markings or seals.

Title(s) of documents.

Recording no. of any assigned, released or referenced document(s).

Grantors names (and page no. where additional names can be found).

Grantees names (and page no. where additional names can be found).

Abbreviated legal description (Lot, Block, Plat Name or Section, Township, Range and Quarter, Quarter Section for unplatted). Said abbreviated legal description is not a substitute for a complete legal description which must also appear in the body of the document.

Assessor's tax parcel number(s).

Return address (in top 3" margin).

\*\*A cover sheet can be attached containing the above format and data if the first page does not contain all required data.

### Additional Pages:

1" top, side and bottom margins containing no markings or seals.

### All Pages:

No stapled or taped attachments. Each attachment must be a separate page. All notary and other pressure seals must be smudged for visibility. Font size of 8 points or larger.



Inquire before you wire!

## WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.  
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

**Federal Bureau of Investigation:**

<http://www.fbi.gov>

**Internet Crime Complaint Center:**

<http://www.ic3.gov>



## **FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE**

Effective December 1, 2023

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

### **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### **Collection of Browsing Information**

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

### **Other Online Specifics**

**Cookies.** When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

**Web Beacons.** We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

**Do Not Track.** Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

**Links to Other Sites.** FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

### **Use of Personal Information**

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

### **When Information Is Disclosed**

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

### **Choices With Your Information**

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

**For California Residents:** We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

**For Connecticut Residents:** For additional information about your Connecticut consumer privacy rights, or to make a consumer privacy request, or to appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

**For Colorado Residents:** For additional information about your Colorado consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

**For Nevada Residents:** We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: [aginqueries@ag.state.nv.us](mailto:aginqueries@ag.state.nv.us).

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Utah Residents: For additional information about your Utah consumer privacy rights, or to make a consumer privacy request, please call (888) 714-2710.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

For Virginia Residents: For additional information about your Virginia consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

### **Information From Children**

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

### **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

### **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

### **Your Consent To This Privacy Notice; Notice Changes**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

### **Accessing and Correcting Information; Contact Us**

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at [privacy@fnf.com](mailto:privacy@fnf.com), or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue,  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer

WHEN RECORDED RETURN TO:

Owens Davies  
P.O. Box 187  
Olympia, WA 98507

Real Estate Excise tax paid None  
Receipt no. 295086 Date 12-3-01  
Robin L. Hunt, Thurston Co., Treas.  
By in Cox Deputy

980557 10:37:15  
DEC 01 2001

QUIT CLAIM DEED THURSTON COUNTY TITLE CO.

Grantor	BRIAN REAS, as Personal Representative of the Estate of LORRAINE S. WILLIAMS, Deceased
Grantee	THREE'S COMPANY, LLC
Legal Description (abbreviated)	Parcel B of BLA-0568; Lot 1 of SS-1563; and W1/2 of E1/2 of NE 1/4 of SW1/4, 9, 18, 1 WWM - Thurston County Additional legal on page 1
Assessor's Tax Parcel ID No.	1180 93 10600; 1180 93 10700; 1180 93 10100
Reference Nos. of Related Documents	9202060113; 8606240150; 3272420

The Grantor, BRIAN REAS, as Personal Representative of the Estate of LORRAINE S. WILLIAMS, deceased, for and as distribution of assets in said estate to heirs and heirs' agreement to transfer said distribution directly into Three's Company, LLC, conveys and quit claims to THREE'S COMPANY, LLC, the following described real estate situated in the County of Thurston, State of Washington, together with all after acquired title of the grantor therein:

Parcel B of Boundary Line Adjustment No. BLA-0568, as recorded December 15, 1987, under Auditor's File No. 8712150041.

Lot 1 of Short Subdivision No. SS-1563, as recorded September 25, 1980, under Auditor's File No. 1123328, Thurston County, Washington.



THURSTON COUNTY TITLE

0

\$10.00

3396238  
Page: 1 of 3  
12/03/2001 03:36P  
Thurston Co, WA

The West one-half of the East one-half of the Northeast one-quarter of the Southwest one-quarter of Section 9, Township 18 North, Range 1 West, W.M., EXCEPTING THEREFROM the South 30 feet for the Draham Road.

DATED this 28<sup>th</sup> day of November, 2001.

Brian Reas, P.R.

BRIAN REAS

Personal Representative of the Estate of  
LORRAINE S. WILLIAMS, Deceased

FOR RECORDING PURPOSES, DO NOT WRITE, SIGN, STAMP  
OR AFFIX NOTARY SEAL WITHIN THE ONE INCH TOP,  
BOTTOM AND SIDE MARGINS OR AFFIX ANY ATTACHMENTS.

STATE OF WASHINGTON )

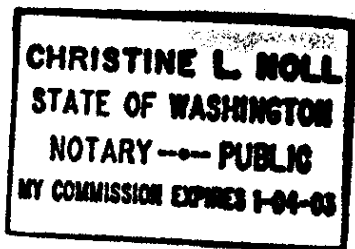
) ss.

County of King )

On this day personally appeared before me BRIAN REAS, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 28 day of Nov, 2001.

Christine L. Noll  
Print Name: Christine L. Noll  
NOTARY PUBLIC in and for the State of  
Washington, residing at Corvallis  
Commission expires: 4 Jan 2003



FOR RECORDING PURPOSES, DO NOT WRITE, SIGN, STAMP OR  
AFFIX NOTARY SEAL WITHIN THE ONE INCH TOP, BOTTOM AND  
SIDE MARGINS OR AFFIX ANY ATTACHMENTS.



**EXCISE TAX AFFIDAVIT  
ESTATE OF WILLIAMS TO THREE'S COMPANY, LLC**

**Legal Description**

Parcel B of Boundary Line Adjustment No. BLA-0568, as recorded December 15, 1987, under Auditor's File No. 8712150041.

Lot 1 of Short Subdivision No. SS-1563, as recorded September 25, 1980, under Auditor's File No. 1123328, Thurston County, Washington.

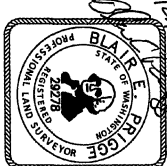
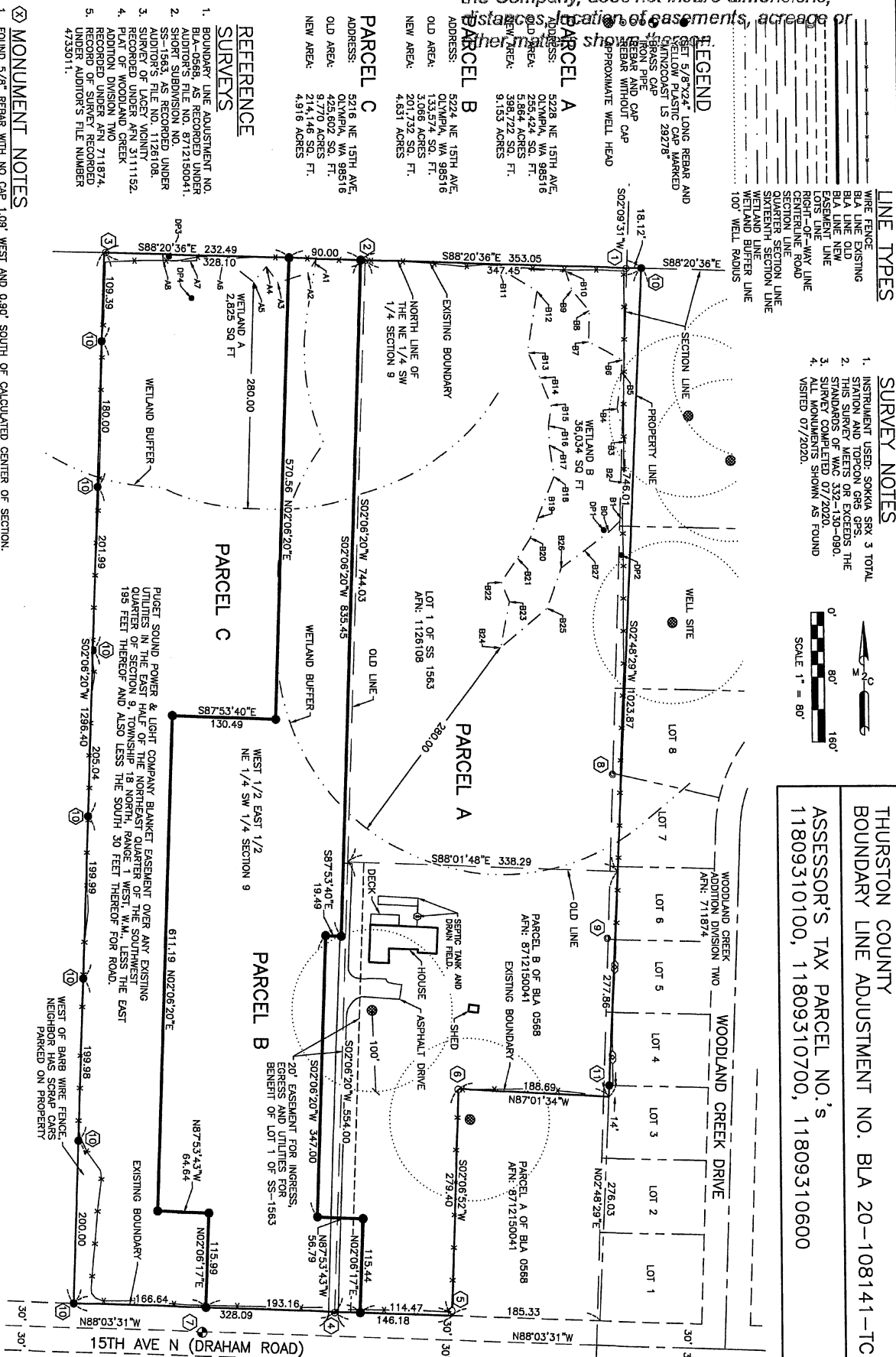
The West one-half of the East one-half of the Northeast one-quarter of the Southwest one-quarter of Section 9, Township 18 North, Range 1 West, W.M., EXCEPTING THEREFROM the South 30 feet for the Draham Road.



**3396238**  
Page: 3 of 3  
12/03/2001 03:38P  
Thurston Co, WA

BLAM 4804474 1/2

This map/plot is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company, does not insure dimensions, distances, location of easements, acreage or other matters shown.



RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT FOR THREE'S COMPANY, LLC			
DRAWN BY	DATE	JOB NUMBER	
FRJ	11/20/2020	20-257	
CHECKED BY	SCALE	SHEET NUMBER	
BEP	1"=80'	SY-2	
AUDITOR'S INDEX		NE 1/4 SW 1/4, SEC 9, T 18N, R 1W, W.M.	

Thurston County Community Planning & Economic Development Department  
2000 Lakeridge Drive SW, Building 1  
Olympia, WA 98502

**BLA 20-108141 TC**

**DECLARATION OF BOUNDARY LINE ADJUSTMENT AND COVENANTS**

**Grantor:** 1. BRIAN D REAS 2. \_\_\_\_\_  
(Type or Print) (Type or Print)  
3. \_\_\_\_\_ 4. \_\_\_\_\_  
(Type or Print) (Type or Print)

Additional on page \_\_\_\_\_

**Grantee:** Public, The

**Legal Description:** LOT 1 SS-1563, PARCEL B BLA-0568, AND W1/2 OF  
E1/2 OF NE1/4 OF SE1/4 OF SEC. 4, T18N, R1W, W.M.

Additional on page \_\_\_\_\_

**Assessor's Tax Parcel ID#:** 11809310100 11809310600 11809310700

**PUBLIC NOTICE IS HEREBY GIVEN:**

That we, the undersigned, are the owners of the land described by this declaration and are seeking approval by the Development Services Division of the herein described adjustment of land known as Boundary Line Adjustment Project No. 2020103111, Folder Sequence No. 20-108141 -ZA subject to the following covenants and conditions:

1. That all subsequent deeds will contain provisions for private roads in the manner described herein.
2. That all maintenance of any private road described by this declaration shall be by the owners of the parcels having legal access therefrom or their heirs, assigns, or successors, unless and until such road is improved to the current public road standards and dedicated to and accepted by the appropriate governmental jurisdiction.
3. That any private road will be subject to the further right of the grantor or his successor and of any telephone, electric, gas, water, or sewer company, public or private, to lay or cause to be laid and the right of ingress or egress for the purpose of maintaining telephone, electric, gas, water or sewer pipes, mains, or conduits across a described portion of such road.
4. That with respect to any private road described by this declaration whether it remains private or becomes a dedicated road, there is the additional right of the Grantor or his Successor to make all necessary slopes for cuts and fills; and the drainage of said roads and ways over and across any parcel(s) where the water might take a natural course upon reasonable grading pursuant to improvement for dedication of the roads and ways shown herein shall be allowed to continue. Following reasonable grading pursuant to improvement for dedication of the roads and ways shown herein, no drainage water on any parcel(s) shall be diverted or blocked from their natural course so as to discharge upon any public rights-of-way or to hamper proper road drainage.
5. That the adjusted legal description of each of the tracts being adjusted is attached hereto and incorporated by reference as though fully set out herein.
6. That additional covenants, easements, restrictions, if any, solely for the benefit of the grantor, and his heirs, successors, and assigns enforceable only by such person, are attached hereto or as previously recorded and incorporated by reference as though fully set out herein.
7. We, the undersigned, hereby indemnify the approving governmental agency for all costs or damages including attorney's fees incurred by or charged against that agency as a result of this signatory not being the owner of the property being adjusted.
8. We, the undersigned, hereby acknowledge that this Boundary Line Adjustment has been made with our free consent and in accordance with our desires.

That these covenants are for the mutual benefit of the grantor and his heirs, successors and assigns and are for the further purpose of compliance with the resolutions and regulations of the appropriate local governmental jurisdiction, and the local government and such person are specifically given the right to enforce these restrictions and reservations by injunction or other lawful procedure and to recover any damages resulting from such violation.

4804473

12/01/2020 12:41 PM Declaration  
Thurston County Washington  
THURSTON COUNTY CPED

Pages: 2





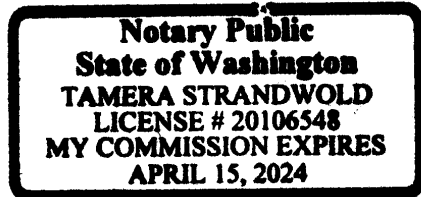
BLA 20-108141 TC

DATED this 5<sup>th</sup> day of OCTOBER, 20 20

1. Brian D Reas  
Grantor (Signature)  
BRIAN D. REAS  
Type of Print Grantor Name
2. \_\_\_\_\_  
Grantor (Signature)  
\_\_\_\_\_  
Type of Print Grantor Name
3. \_\_\_\_\_  
Grantor (Signature)  
\_\_\_\_\_  
Type of Print Grantor Name
4. \_\_\_\_\_  
Grantor (Signature)  
\_\_\_\_\_  
Type of Print Grantor Name

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF ~~THURSTON~~ KING )

On this day personally appeared before me Brian D Reas  
to me known to be the individual(s) 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.



Tamera Strandwold  
NOTARY PUBLIC in and for the State of  
Washington residing at Issaquah  
Tamera Strandwold  
my appointment expires 4/15/2024

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF ~~THURSTON~~ )

On this day personally appeared before me \_\_\_\_\_  
to me known to be the individual(s) described in and who executed the within and foregoing instrument, and  
acknowledged that \_\_\_\_\_  
signed the same as \_\_\_\_\_ free and voluntary act and deed, for the uses  
and purposes therein mentioned.

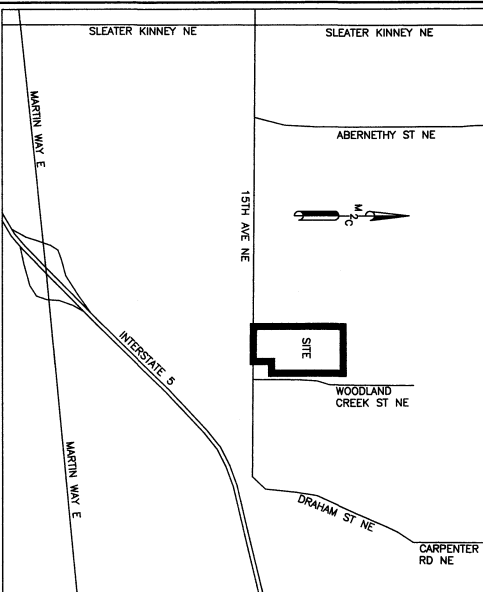
NOTARY PUBLIC in and for the State of  
Washington residing at \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF THURSTON )

On this day personally appeared before me \_\_\_\_\_  
to me known to be the individual(s) described in and who executed the within and foregoing instrument, and  
acknowledged that \_\_\_\_\_  
signed the same as \_\_\_\_\_ free and voluntary act and deed, for the uses  
and purposes therein mentioned.

NOTARY PUBLIC in and for the State of  
Washington residing at \_\_\_\_\_

NOT TO SCALE



ORIGINAL LEGAL DESCRIPTION

PAPER 11.8093.10800;  
 PARCEL B OF BOUNDARY LINE ADJUSTMENT NO. BLA-0586, AS RECORDED  
 DECEMBER 15, 1987 UNDER AUDITOR'S FILE NO. 8712150041.  
 LOT 1.1093.10200;  
 LOT 1 OF SHORT SUBDIVISION NO. SS-1563, AS RECORDED SEPTEMBER 25,  
 1980 UNDER AUDITOR'S FILE NO. 1126108.

TPN 11809310100:  
THE WEST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE  
SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 18 NORTH, RANGE 1 WEST,  
W.M., EXCEPT THEREFROM THE SOUTH 30 FEET FOR THE DRAHAM ROAD.  
IN THURSTON COUNTY, WASHINGTON.

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT ALL TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN FULLY PAID TO AND INCLUDING THE YEAR 2020.

*Angie Glover*  
JURSTON COUNTY TREASURER

12/1/2020  
DATE

## CERTIFICATION OF CONFORMANCE

THIS BOUNDARY LINE ADJUSTMENT IS FOUND TO BE CONFORMANCE WITH  
THE THURSTON COUNTY PLATTING AND SUBDIVISION ORDINANCE 18.04.p40(h)  
*Steven McQuibb*  
THURSTON COUNTY DATE 12/1/20  
COMMUNITY PLANNING AND ECONOMIC DEVELOPMENT

## AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 01 DAY OF Dec  
AT 12:41 P. M. IN BOOK x OF x  
AT PAGE x AT THE REQUEST OF  
MINICOMST, LLC.  
Maya Hall by MSJ deputy  
COUNTY AUDITOR  
AUDITOR'S FILE NUMBER 4804474

### SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY  
BY ME OR UNDER MY DIRECTION IN CONFORM-  
WITH THE REQUIREMENTS OF THE SURVEY  
RECORDING ACT AT THE REQUEST OF: THREE'S  
COMPANY, LLC, IN NOVEMBER, 2020.

*Blair E. Prigge*

BLAIR E. PRIGGE, PLS #29278

DATUM

HORIZONTAL - WASHINGTON STATE PLANE COORDINATES, SOUTH ZONE, NAD 83/2011 BASED ON GPS TIES TO MONUMENTS THROUGH THE WASHINGTON STATE REFERENCE NETWORK.

## SURVEY NARRATIVE

MINUTACOST (M2C) WAS RETAINED BY THREE'S COMPANY, LLC TO COMPLETE A BOUNDARY LINE ADJUSTMENT SURVEY OF THE DESCRIBED PROPERTY IN THE LEGAL DESCRIPTION. M2C ACCEPTED THE SECTION SUBDIVISION PER RS3, BASED ON THIS SURVEY WE SUBDIVIDED THE SW 1/4 OF THE SECTION INTO THE APPROPRIATE ALIQUOT PARTS, WE THEN CREATED THE BOUNDARIES OF SHORT SUBDIVISION AND BLAS PER THEIR DESCRIPTIONS, THE EAST LINE OF THE PROPERTY WAS TESTIFIED BY THE CORNER MARKERS. THE PROPERTY WAS TESTIFIED BY THE CORNER MARKERS SHOWN ON THE MAP AT ANY OF THE CORNER LOCATIONS (SEE SW-2). NO GAPS OR OVERLAPS WERE FOUND.

## REFERENCE SURVEYS

1. BOUNDARY LINE ADJUSTMENT NO. BLA-0568, AS RECORDED UNDER AUDITOR'S FILE NO. 8712150041.
2. SHORT SUBDIVISION NO. 1563, AS RECORDED UNDER AUDITOR'S FILE NO. 1126108.
3. SURVEY OF LACEY VICINITY RECORDED UNDER AFN 3111152.
4. PLAY OF WOODLAND CREEK, ADDITION DIVISION TWO RECORDED UNDER AFN 7118174.
5. RECORD OF SURVEY RECORDED UNDER AUDITOR'S FILE NUMBER 4733011.

BLA NOTES

THIS BOUNDARY LINE ADJUSTMENT WAS REVIEWED THROUGHOUT THE ENTIRE PROJECT. PROJECT NO. 20201031111 FOLDER SEQUENCE NO. 20-108141\_ZA.

APPROVAL OF THIS BIA DOES NOT CONSTITUTE AN APPROVAL OF EXISTING OR PROPOSED DEVELOPMENT, ANY UNKNOWN OR UNRECORDED EASEMENTS, OR ANY OTHER RIGHTS TO BE PROCESSED SEPARATELY. THE BIA PROCESS DOES NOT CONFIRM THE EXISTENCE OF CRITICAL AREAS, DELINEATE THEIR BOUNDARIES OR ESTABLISH THE REQUIRED BUFFERS OR RESTRICTIONS, FUTURE DEVELOPMENT ON ANY PARCEL, OR THE BOUNDARY LINE ADJUSTMENT IS SUBJECT TO SEPARATE REVIEW AND APPROVAL, PROCESSES, (UNLESS OTHERWISE AMENDED).

## THURSTON COUNTY

BOUNDARY LINE ADJUSTMENT NO. BLA 20-108141-TC

ASSESSOR'S TAX PARCEL NO.'s

11809310100, 11809310700, 11809310600

### NEW LEGAL DESCRIPTION

PARCEL A OF THURSTON COUNTY BOUNDARY LINE ADJUSTMENT NO. BLA-20-108141 IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THENCE NORTHEAST ALONG THE NORTH LINE OF SAID PARCEL B, NORTH 67°01'34" EAST, 188.69 FEET TO AN ANGLE POINT OF SAID PARCEL B;

THENCE EASTERLY ALONG SAID WEST LINE, SOUTH 02°06'20" EAST, 1296.40 FEET TO THE NORTH LINE OF SAID NORTHEAST QUARTER, SECTION 9, TOWNSHIP 18 NORTH, RANGE 1 WEST, W.M., EXCEPTING THEREON THE SOUTH 30.00 FEET FOR DRAINAGE COMPOUNDING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY, KARMA ROAD AND THE WEST LINE OF SAID HALF-PARCEL;

THENCE NORTHEAST ALONG SAID WEST LINE, SOUTH 02°06'20" EAST, 322.48 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 02°06'20" WEST, 835.45 FEET;

THENCE SOUTHWEST ALONG SAID WEST LINE, SOUTH 02°06'20" WEST, 347.00 FEET;

THENCE SOUTH 02°06'20" WEST, 56.79 FEET;

THENCE SOUTH 02°06'17" WEST, 151.44 FEET, MORE OR LESS, TO SAID NORTH RIGHT-OF-WAY, MARION STREET, TOWNSHIP 18 NORTH, RANGE 1 WEST, W.M., EXCEPTING THEREON THE SOUTH 114.07 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL B OF THURSTON COUNTY BOUNDARY LINE ADJUSTMENT NO. BLA-0868;

THENCE NORTHERLY ALONG A LINE OF SAID PARCEL B, NORTH 02°06'52" EAST, 279.40 FEET TO AN ANGLE POINT OF SAID PARCEL B;

THENCE EASTERLY ALONG A LINE OF SAID PARCEL B, SOUTH 87°01'34" EAST, 188.69 FEET TO A SOUTHEASTERLY CORNER OF SAID PARCEL B;

THENCE NORTHERLY ALONG THE EAST LINE OF SAID PARCEL B, NORTH 02°48'32" EAST, 277.86 FEET TO THE NORTHEAST CORNER OF SAID PARCEL B;

THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT 1, NORTH 02°48'32" EAST, 746.01 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, BEING 533.05 FEET EASTERLY OF THE POINT OF BEGINNING;

SUDDEN LOT 1, BEING 533.05 FEET EASTERLY OF THE POINT OF BEGINNING;

THENCE SOUTHWEST ALONG THE NORTH LINE OF SAID LOT 1, NORTH 88°20'35" WEST, 181.2 FEET TO THE NORTHEAST CORNER OF SAID PARCEL C;

THENCE WESTERLY ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, NORTH 88°20'35" WEST, 334.83 FEET TO THE POINT OF BEGINNING.

SITUATE IN THURSTON COUNTY, WASHINGTON STATE

PARCEL B OF THURSTON COUNTY BOUNDARY LINE ADJUSTMENT NO. BLA 20-108141-1C MORE PARTICULARLY DESCRIBED AS FOLLOWS: THAT PORTION OF THE WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 13 NORTH, RANGE 1 WEST, WA, EXCEPTING THEREON THE SOUTH 30.00 FEET FOR DRYHAM ROAD AND THAT PORTION OF PARCELS 87121500041 AND 87121500042 MORE PARTICULARLY DESCRIBED AS FOLLOWS: NO. BLA-0588 AS RECORDED UNDER ADJUDICATOR TITLE NUMBER COMMENCING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY MARSH OF DRYHAM ROAD AND THE WEST LINE OF SAID WEST HALF.

THENCE NORTHERLY ALONG SAID WEST LINE, NORTH 02°06'20" EAST, 1286.40 FEET TO THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 13 NORTH, RANGE 1 WEST, WA, EXCEPTING THEREON THE SOUTH 30.00 FEET FOR DRYHAM ROAD;

THENCE EASTERLY ALONG SAID NORTH LINE, SOUTH 88°20'36" EAST, 232.49 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 02°06'20" WEST, 570.56 FEET;

THENCE NORTH 87°53'40" WEST, 510.48 FEET;

THENCE NORTH 82°58'43" WEST, 811.98 FEET;

THENCE SOUTH 87°53'47" WEST, 64.64 FEET;

THENCE SOUTH 02°06'17" WEST, 115.99 FEET, MORE OR LESS, TO THE NORTH RIGHT-OF-WAY MARSH OF DRYHAM ROAD;

THENCE EASTERLY ALONG SAID SOUTH NORTH RIGHT-OF-WAY MARSH, SOUTH 88°03'31" EAST, 193.16 FEET;

THENCE NORTH 87°53'47" WEST, 513.52 FEET;

THENCE NORTH 87°53'47" WEST, 56.79 FEET;

THENCE NORTH 02°06'20" EAST, 347.00 FEET;

THENCE NORTH 87°53'40" EAST, 18.49 FEET;

THENCE NORTH 02°06'20" EAST, 835.45 FEET TO THE NORTH LINE OF SAID NORTHEAST QUARTER, BEING 90.00 FEET EASTERLY OF THE WEST LINE OF SAID NORTHEAST QUARTER, BEING 90.00 FEET TO THE POINT OF BEGINNING.

THENCE WESTERLY ALONG SAID NORTH LINE, NORTH 88°20'36" WEST, 90.00 FEET TO THE POINT OF BEGINNING.

SITUALE IN THURSTON COUNTY, WASHINGTON STATE.

SITUATE IN THURSTON COUNTY, WASHINGTON STATE

PARCELS C OF THURSTON COUNTY BOUNDARY LINE ADJUSTMENT NO. BA-20-10841-17C MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
THAT PORTION OF THE WEST HALF OF THE EAST HALF OF THE NORTH-EAST-QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9,  
TOWNSHIP 36N., RANGE 12E., EDOINGEN TIERMANN TRACT, BEGGINNING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY MARSH OF DRAHMAN ROAD AND THE  
PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGGINNING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY MARSH OF DRAHMAN ROAD AND THE WEST LINE OF SAID WEST HALF,  
THENCE NORTHEAST ALONG SAID WEST LINE, NORTH 02°06'20" EAST, 1266.40 FEET TO THE SOUTH LINE OF SAID NORTHEAST  
CORNER;  
THENCE EASTERY ALONG SAID NORTH LINE, NORTH 88°20'36" EAST, 232.49 FEET;  
THENCE SOUTH 02°08'20" WEST, 570.58 FEET;  
THENCE SOUTH 02°06'20" WEST, 571.18 FEET;  
THENCE SOUTH 02°06'20" WEST, 611.19 FEET;  
THENCE SOUTH 87°53'43" WEST, 64.64 FEET;  
THENCE SOUTH 02°08'17" WEST, 115.99 FEET, MORE OR LESS TO THE NORTH RIGHT-OF-WAY MARSH OF DRAHMAN ROAD,  
THENCE WESTERY ALONG SAID NORTH RIGHT-OF-WAY MARSH, NORTH 85°03'31" WEST, 186.04 FEET TO THE POINT OF BEGINNING.  
SITUATE IN THURSTON COUNTY, WASHINGTON STATE.

SITUATE IN THURSTON COUNTY, WASHINGTON STATE



**MINICOAST LLC**  
PROFESSIONAL LAND SURVEYORS  
2320 MOTTMAN RD SW, STE 106  
TUMWATER, WA 98512  
360.688.1949

RECORD OF SURVEY FOR BOUNDARY LINE  
ADJUSTMENT FOR THREE'S COMPANY, LLC

DRAWN BY	DATE	JOB NUMBER
PBJ	11/20/2020	20-257
CHECKED BY	SCALE	SHEET NUMBER
BEP	NA	SV-1 OF 2
AUDITORS INDEX	NE 1/4 SW 1/4, SEC 9, T 18N, R 1W, W/4	

BLAM 4804474 1/2

**LINE TYPES**

WIRE FENCE  
BLA LINE EXISTING  
BLA LINE OLD  
BLA LINE ADJUSTMENT  
EASEMENT LINE  
LOTS LINE  
RIGHT-OF-WAY LINE  
SECTION LINE  
QUARTER SECTION LINE  
SUBDIVISION LINE  
WETLAND LINE  
WETLAND BUFFER LINE  
100' WELL RADIUS

**LEGEND**

- SET 5/8"x24" LONG REBAR AND YELLOW PLASTIC CAP MARKED "MINZCOAST LS 29278"
- BRASS CAP
- IRON PIPE
- REBAR AND CAP
- REBAR WITHOUT CAP
- APPROXIMATE WELL HEAD

**PARCEL A**

ADDRESS: 5228 NE 15TH AVE,  
OLYMPIA, WA 98516  
OLD AREA: 253,424 SQ. FT.  
NEW AREA: 3,068 ACRES  
9.153 ACRES

**PARCEL B**

ADDRESS: 5224 NE 15TH AVE,  
OLYMPIA, WA 98516  
OLD AREA: 133,574 SQ. FT.  
NEW AREA: 3,068 ACRES  
4.631 ACRES

**PARCEL C**

ADDRESS: 5216 NE 15TH AVE,  
OLYMPIA, WA 98516  
OLD AREA: 425,602 SQ. FT.  
NEW AREA: 9,770 ACRES  
214,146 SQ. FT.  
4.916 ACRES

**REFERENCE SURVEYS**

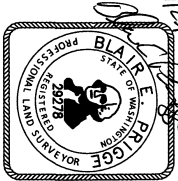
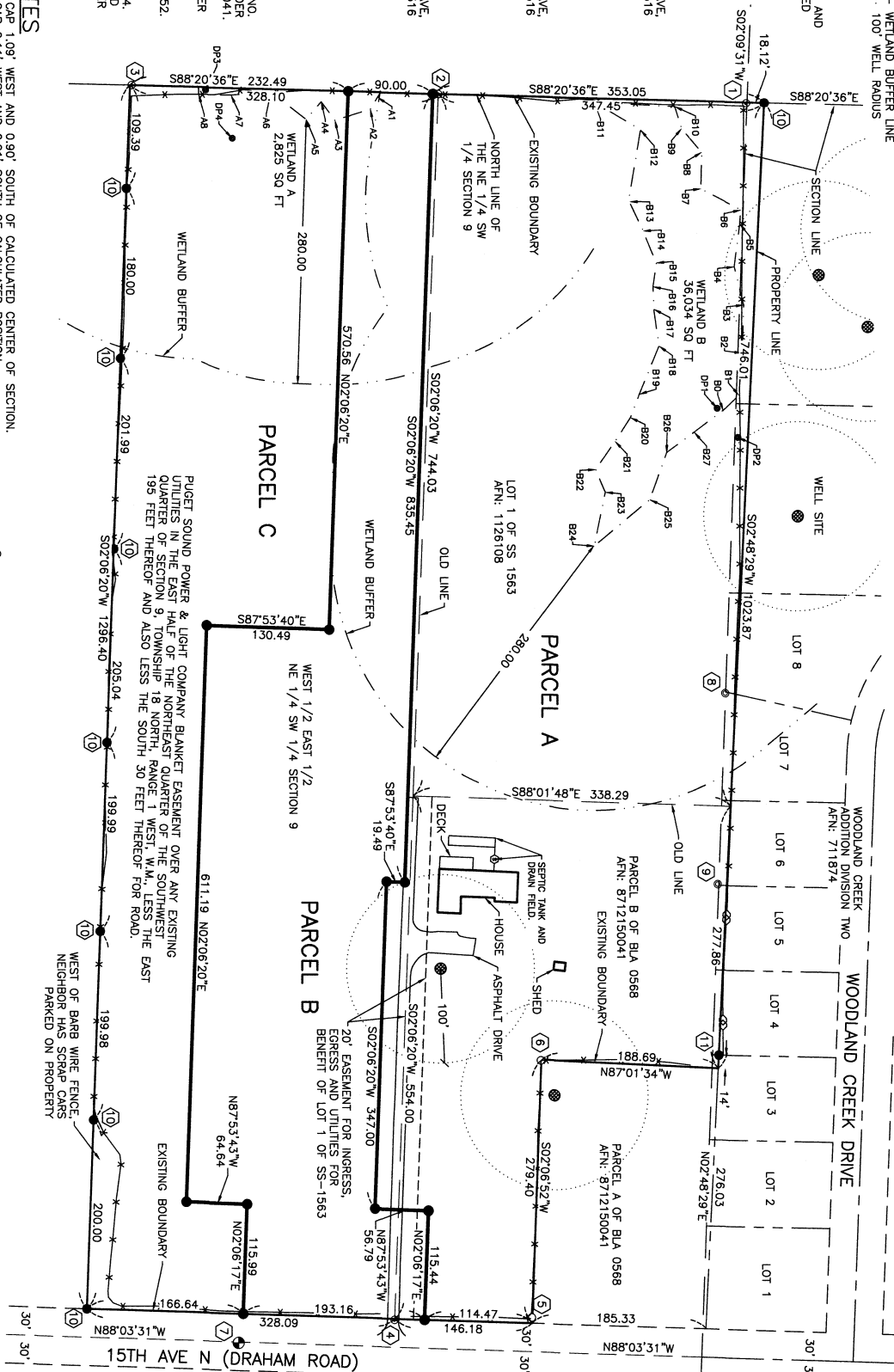
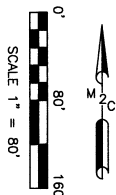
1. BOUNDARY LINE ADJUSTMENT NO. 8182, ADDITION DIVISION TWO, RECORDED UNDER AUDITOR'S FILE NO. 8712150041.
2. SS-1563 AS RECORDED UNDER AUDITOR'S FILE NO. 1128108.
3. SURVEY OF LACEY VICINITY RECORDED UNDER AFN 3111152.
4. PLAY OF WOODLAND CREEK ADDITION DIVISION TWO 7/1874, RECORDED UNDER AFN 711874.
5. RECORD OF SURVEY RECORDED UNDER AUDITOR'S FILE NUMBER 4733011.

**MONUMENT NOTES**

1. FOUND 5/8" REBAR WITH NO CAP 1.09' WEST AND 0.90' SOUTH OF CALCULATED CENTER OF SECTION.
2. FOUND 5/8" REBAR WITH NO CAP 0.11' WEST AND 0.21' SOUTH OF CALCULATED POSITION.
3. FOUND 5/8" REBAR WITH NO CAP 1.59' EAST AND 0.20' SOUTH OF CALCULATED POSITION.
4. FOUND 5/8" REBAR WITH NO CAP 0.5' BELOW GRADE AND 0.35' WEST AND 1.11' SOUTH OF CALCULATED POSITION.
5. FOUND 1/2" REBAR WITH YELLOW PLASTIC CAP MARKED "S 7397" 0.40' WEST AND 5.89' NORTH OF CALCULATED POSITION.
6. CALCULATED POSITION WITH YELLOW PLASTIC CAP MARKED "S 7397" 0.78' WEST AND 1.13' SOUTH OF CALCULATED POSITION.
7. FOUND 3" STANDARD THURSTON COUNTY BRASS CAP WITH PUNCH THURSTON COUNTY MONUMENT NO. 8182.
8. FOUND 3/4" IRON PIPE BENT, SHOT AT START OF BEND. IRON PIPE WAS FOUND 0.62' WEST AND 1.49' SOUTH OF CALCULATED PLAT CORNER BETWEEN LOTS 7 AND 8. PIPE NOT ON PROPERTY LINE.
9. FOUND 3/4" IRON PIPE BENT, SHOT AT START OF BEND. IRON PIPE WAS FOUND 1.26' WEST AND 1.29' NORTH OF CALCULATED PLAT CORNER BETWEEN LOTS 5 AND 6. PIPE NOT ON PROPERTY LINE.
10. SET 5/8"x24" REBAR WITH YELLOW PLASTIC CAP MARKED "MINZCOAST LS 29278".
11. SET 5/8"x24" REBAR WITH YELLOW PLASTIC CAP MARKED "MINZCOAST LS 29278" 14.00' NORTH OF THE SOUTHEAST CORNER ON THE EAST PROPERTY LINE.

**SURVEY NOTES**

1. INSTRUMENT USED: SOKKIA SRX 3 TOTAL STATION AND TOPCON GRS GPS.
2. THIS SURVEY MEETS OR EXCEEDS THE STANDARDS OF WAC 332-130-090.
3. SURVEY COMPLETED 07/2020.
4. ALL MONUMENTS SHOWN AS FOUND VISITED 07/2020.



PROFESSIONAL LAND SURVEYORS  
2320 MOTTMAN RD SW, STE 106  
TUMWATER, WA 98512  
360.986.1949

**RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT FOR THREE'S COMPANY, LLC**

DRAWN BY	DATE	JOB NUMBER
PRJ	11/20/2020	20-257
CHECKED BY	SCALE	SHEET NUMBER
RED	1"=80'	31-2
AUDITOR'S INDEX	NE 1/4 SW 1/4, SEC 9, T 18N, R 1W, W.M.	

THURSTON COUNTY  
BOUNDARY LINE ADJUSTMENT NO. BLA 20-108141-TC  
ASSESSOR'S TAX PARCEL NO.'S  
11809310100, 11809310700, 11809310600

# Property Account Summary

2/13/2024

Property Number	11809310100	Property Address	5216 NE 15TH AVE , OLYMPIA, WA 98516	
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Tax Balance

To pay your property taxes on-line click the Begin Payment button and you will be transferred from the Treasurer's web site to our secure payment vendor's web site where you can complete your payment. If this property is noted as "Delinquency" in the General Information Status field, additional costs may be added monthly. At certain dates within the delinquency process, all outstanding taxes, assessments, interest, penalties, and costs are due in certified funds. To get an accurate payoff amount, please contact the Treasurer's Office at 360-786-5550.

Installments Payable

Tax Year	Installment	Due Date	Principal	Interest, Penalties and Costs	Total Due	Cumulative Due	Select to Pay
2024	1	04/30/2024	\$998.05	\$0.00	\$998.05	\$998.05	Select
2024	2	10/31/2024	\$998.06	\$0.00	\$998.06	\$1,996.11	Select

Begin Payment

View Detailed Statement (statement.aspx) Detailed information about taxes and all other charges displayed above.

Calculate Future Payoff (futurepayoff.aspx) Taxes, interest and penalty due on a specific future date.

Installments Payable/Paid for Tax Year(Enter 4-digit Year, then Click-Here): 2024

Distribution of Current Taxes

District	Rate(rounded \$)	Amount	Voted Amount	Non-Voted Amount
CONSERVATION FUTURES	0.03	\$6.63	\$0.00	\$6.63
COUNTY ROAD	0.75	\$183.61	\$0.00	\$183.61
MEDIC ONE	0.33	\$79.78	\$79.78	\$0.00
NORTH THURSTON S.D. #3	3.40	\$834.81	\$834.81	\$0.00

PORT OF OLYMPIA	0.13	\$32.11	\$0.00	\$32.11
PUD #1	0.01	\$1.38	\$0.00	\$1.38
STATE OF WASHINGTON	2.24	\$550.28	\$0.00	\$550.28
THURSTON COUNTY	0.86	\$209.84	\$0.00	\$209.84
TIMBERLAND LIBRARY	0.23	\$57.40	\$0.00	\$57.40
CONSERVATION DISTRICT		\$5.48	\$0.00	\$5.48
NOXIOUS WEED CONTROL		\$6.37	\$0.00	\$6.37
STATE FIRE PATROL		\$23.50	\$0.00	\$23.50
STORMWATER		\$4.92	\$0.00	\$4.92
TOTAL	7.97	\$1,996.11	\$914.59	\$1,081.52

#### Levy Rate History

Tax Year	Total Levy Rate
2023	8.38
2022	10.13
2021	10.87

#### Receipts

Date	Receipt No.	Amount Applied to Property	Total Amount Due	Receipt Total	Change
10/26/2023 00:00:00	5859492 (ReceiptDetail.aspx?receiptnumber=5859492)	\$810.08	\$810.08	\$810.08	\$0.00
04/26/2023 00:00:00	5762960 (ReceiptDetail.aspx?receiptnumber=5762960)	\$810.07	\$1,620.15	\$810.07	\$0.00
10/13/2022 00:00:00	5580260 (ReceiptDetail.aspx?receiptnumber=5580260)	\$893.51	\$893.51	\$893.51	\$0.00
04/04/2022 00:00:00	5465098 (ReceiptDetail.aspx?receiptnumber=5465098)	\$893.51	\$1,787.02	\$893.51	\$0.00

09/23/2021 10:59:00	5354231 (ReceiptDetail.aspx? receiptnumber=5354231)	\$731.65	\$4,553.16	\$4,553.16	\$0.00
04/22/2021 00:00:00	5314830 (ReceiptDetail.aspx? receiptnumber=5314830)	\$731.64	\$1,463.29	\$731.64	\$0.00
10/09/2020 00:00:00	5139451 (ReceiptDetail.aspx? receiptnumber=5139451)	\$1,340.06	\$1,340.06	\$1,340.06	\$0.00
04/13/2020 00:00:00	5037591 (ReceiptDetail.aspx? receiptnumber=5037591)	\$1,340.06	\$2,680.12	\$1,340.06	\$0.00
04/08/2019 00:00:00	4805884 (ReceiptDetail.aspx? receiptnumber=4805884)	\$1,937.91	\$1,937.91	\$1,937.91	\$0.00

### General Information

Alternate Property #	
Property Description	Section 09 Township 18 Range 1W Quarter NE SW BLA20108141TC TR C Document 4804474
Property Category	Land and Improvements
Status	Active, Locally Assessed
Tax Code Area	236
Remarks	

### Property Characteristics

Use Code	91 Undeveloped Land
Size in Acres	4.92

### Related Properties

No Related Properties Found

### Parties

Role	Percent	Name	Address
Taxpayer	100	THREES COMPANY LLC	17403 162ND AVE SE, RENTON, WA 98058- 9137

Owner	100	THREES COMPANY LLC	17403 162ND AVE SE, RENTON, WA 98058- 9137		
Property Values					
Value Type	Tax Year 2024	Tax Year 2023	Tax Year 2022	Tax Year 2021	Tax Year 2020
Taxable Value Regular	\$245,300	\$188,500	\$172,400	\$130,900	\$250,700
Exemption Amount Regular	\$0	\$0	\$0	\$0	\$0
Market Total	\$245,300	\$188,500	\$172,400	\$130,900	\$250,700
Assessed Value	\$245,300	\$188,500	\$172,400	\$130,900	\$250,700
Market Land	\$245,300	\$188,500	\$172,400	\$130,900	\$250,700
Market Improvement	\$0	\$0	\$0	\$0	\$0
Personal Property	\$0	\$0	\$0	\$0	\$0
Active Exemptions					
No Exemptions Found					

# Property Account Summary

2/13/2024

<b>Property Number</b>	11809310600	<b>Property Address</b>	5228 NE 15TH AVE , OLYMPIA, WA 98516
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<b>Tax Balance</b>
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<b>Installments Payable</b>
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Tax Year	Installment	Due Date	Principal	Interest, Penalties and Costs	Total Due	Cumulative Due	Select to Pay
2024	1	04/30/2024	\$3,038.98	\$0.00	\$3,038.98	\$3,038.98	Select
2024	2	10/31/2024	\$3,038.99	\$0.00	\$3,038.99	\$6,077.97	Select

Begin Payment

View Detailed Statement (statement.aspx) Detailed information about taxes and all other charges displayed above.

Calculate Future Payoff (futurepayoff.aspx) Taxes, interest and penalty due on a specific future date.

Installments Payable/Paid for Tax Year(Enter 4-digit Year, then Click-Here): 2024

<b>Distribution of Current Taxes</b>
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District	Rate(rounded \$)	Amount	Voted Amount	Non-Voted Amount
CONSERVATION FUTURES	0.03	\$16.68	\$0.00	\$16.68
COUNTY ROAD	0.75	\$461.75	\$0.00	\$461.75
FIRE DISTRICT #03	0.06	\$38.04	\$38.04	\$0.00
FIRE DISTRICT #03	1.50	\$925.35	\$0.00	\$925.35



MEDIC ONE	0.33	\$200.63	\$200.63	\$0.00
NORTH THURSTON S.D. #3	3.40	\$2,099.44	\$2,099.44	\$0.00
PORT OF OLYMPIA	0.13	\$80.75	\$0.00	\$80.75
PUD #1	0.01	\$3.46	\$0.00	\$3.46
STATE OF WASHINGTON	2.24	\$1,383.89	\$0.00	\$1,383.89
THURSTON COUNTY	0.86	\$527.72	\$0.00	\$527.72
TIMBERLAND LIBRARY	0.23	\$144.37	\$0.00	\$144.37
CONSERVATION DISTRICT		\$5.92	\$0.00	\$5.92
NOXIOUS WEED CONTROL		\$7.02	\$0.00	\$7.02
SHELLFISH PROTECTION HENDERSON		\$49.00	\$0.00	\$49.00
STATE FIRE PATROL		\$23.50	\$0.00	\$23.50
STORMWATER		\$110.45	\$0.00	\$110.45
TOTAL	9.53	\$6,077.97	\$2,338.11	\$3,739.86

#### Levy Rate History

Tax Year	Total Levy Rate
2023	9.61
2022	11.63
2021	12.46

#### Receipts

Date	Receipt No.	Amount Applied to Property	Total Amount Due	Receipt Total	Change
10/26/2023 00:00:00	5859491 (ReceiptDetail.aspx?receiptnumber=5859491)	\$2,985.42	\$2,985.42	\$2,985.42	\$0.00
04/26/2023 00:00:00	5762961 (ReceiptDetail.aspx?receiptnumber=5762961)	\$2,985.42	\$5,970.84	\$2,985.42	\$0.00
10/13/2022 00:00:00	5580261 (ReceiptDetail.aspx?receiptnumber=5580261)	\$2,945.93	\$2,945.93	\$2,945.93	\$0.00

04/04/2022 00:00:00	5465099 (ReceiptDetail.aspx? receiptnumber=5465099)	\$2,945.92	\$5,891.85	\$2,945.92	\$0.00
09/23/2021 10:59:00	5354231 (ReceiptDetail.aspx? receiptnumber=5354231)	\$3,134.06	\$4,553.16	\$4,553.16	\$0.00
04/22/2021 00:00:00	5314831 (ReceiptDetail.aspx? receiptnumber=5314831)	\$3,134.06	\$6,268.12	\$3,134.06	\$0.00
10/09/2020 00:00:00	5139452 (ReceiptDetail.aspx? receiptnumber=5139452)	\$2,586.07	\$2,586.07	\$2,586.07	\$0.00
04/13/2020 00:00:00	5037592 (ReceiptDetail.aspx? receiptnumber=5037592)	\$2,586.07	\$5,172.14	\$2,586.07	\$0.00
04/08/2019 00:00:00	4805885 (ReceiptDetail.aspx? receiptnumber=4805885)	\$4,406.50	\$4,406.50	\$4,406.50	\$0.00

### General Information

Alternate Property #	
Property Description	Section 09 Township 18 Range 1W Quarter NE SW BLA20108141TC TR A Document 4804474
Property Category	Land and Improvements
Status	Active, Locally Assessed
Tax Code Area	239
Remarks	

### Property Characteristics

Use Code	11 Single Unit
Size in Acres	9.15

### Related Properties

No Related Properties Found

### Parties

Role	Percent	Name	Address
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Taxpayer	100	THREES COMPANY LLC	17403 162ND AVE SE, RENTON, WA 98058- 9137		
Owner	100	THREES COMPANY LLC	17403 162ND AVE SE, RENTON, WA 98058- 9137		
<b>Property Values</b>					
<b>Value Type</b>	<b>Tax Year 2024</b>	<b>Tax Year 2023</b>	<b>Tax Year 2022</b>	<b>Tax Year 2021</b>	<b>Tax Year 2020</b>
Taxable Value Regular	\$616,900	\$601,300	\$490,300	\$490,400	\$414,800
Exemption Amount Regular	\$0	\$0	\$0	\$0	\$0
Market Total	\$616,900	\$601,300	\$490,300	\$490,400	\$414,800
Assessed Value	\$616,900	\$601,300	\$490,300	\$490,400	\$414,800
Market Land	\$293,200	\$236,200	\$211,000	\$243,400	\$169,800
Market Improvement	\$323,700	\$365,100	\$279,300	\$247,000	\$245,000
Personal Property	\$0	\$0	\$0	\$0	\$0
<b>Active Exemptions</b>					
No Exemptions Found					

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Version 4.5.0.0

# Property Account Summary

2/13/2024

Property Number	11809310700	Property Address	5224 NE 15TH AVE , OLYMPIA, WA 98516	
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Tax Balance

To pay your property taxes on-line click the Begin Payment button and you will be transferred from the Treasurer's web site to our secure payment vendor's web site where you can complete your payment. If this property is noted as "Delinquency" in the General Information Status field, additional costs may be added monthly. At certain dates within the delinquency process, all outstanding taxes, assessments, interest, penalties, and costs are due in certified funds. To get an accurate payoff amount, please contact the Treasurer's Office at 360-786-5550.

Installments Payable

Tax Year	Installment	Due Date	Principal	Interest, Penalties and Costs	Total Due	Cumulative Due	Select to Pay
2024	1	04/30/2024	\$990.65	\$0.00	\$990.65	\$990.65	Select
2024	2	10/31/2024	\$990.66	\$0.00	\$990.66	\$1,981.31	Select

Begin Payment

View Detailed Statement (statement.aspx) Detailed information about taxes and all other charges displayed above.

Calculate Future Payoff (futurepayoff.aspx) Taxes, interest and penalty due on a specific future date.

Installments Payable/Paid for Tax Year(Enter 4-digit Year, then Click-Here): 2024

Distribution of Current Taxes

District	Rate(rounded \$)	Amount	Voted Amount	Non-Voted Amount
CONSERVATION FUTURES	0.03	\$6.58	\$0.00	\$6.58
COUNTY ROAD	0.75	\$182.26	\$0.00	\$182.26
MEDIC ONE	0.33	\$79.19	\$79.19	\$0.00
NORTH THURSTON S.D. #3	3.40	\$828.68	\$828.68	\$0.00

PORT OF OLYMPIA	0.13	\$31.87	\$0.00	\$31.87
PUD #1	0.01	\$1.37	\$0.00	\$1.37
STATE OF WASHINGTON	2.24	\$546.24	\$0.00	\$546.24
THURSTON COUNTY	0.86	\$208.30	\$0.00	\$208.30
TIMBERLAND LIBRARY	0.23	\$56.99	\$0.00	\$56.99
CONSERVATION DISTRICT		\$5.45	\$0.00	\$5.45
NOXIOUS WEED CONTROL		\$6.25	\$0.00	\$6.25
STATE FIRE PATROL		\$23.50	\$0.00	\$23.50
STORMWATER		\$4.63	\$0.00	\$4.63
TOTAL	7.97	\$1,981.31	\$907.87	\$1,073.44

#### Levy Rate History

Tax Year	Total Levy Rate
2023	8.38
2022	10.13
2021	10.87

#### Receipts

Date	Receipt No.	Amount Applied to Property	Total Amount Due	Receipt Total	Change
10/26/2023 00:00:00	5859490 (ReceiptDetail.aspx?receiptnumber=5859490)	\$801.05	\$801.05	\$801.05	\$0.00
04/26/2023 00:00:00	5762962 (ReceiptDetail.aspx?receiptnumber=5762962)	\$801.05	\$1,602.10	\$801.05	\$0.00
10/13/2022 00:00:00	5580262 (ReceiptDetail.aspx?receiptnumber=5580262)	\$887.21	\$887.21	\$887.21	\$0.00
04/04/2022 00:00:00	5465100 (ReceiptDetail.aspx?receiptnumber=5465100)	\$887.20	\$1,774.41	\$887.20	\$0.00

09/23/2021 10:59:00	5354231 (ReceiptDetail.aspx? receiptnumber=5354231)	\$687.45	\$4,553.16	\$4,553.16	\$0.00
04/22/2021 00:00:00	5314832 (ReceiptDetail.aspx? receiptnumber=5314832)	\$687.44	\$1,374.89	\$687.44	\$0.00
10/09/2020 00:00:00	5139453 (ReceiptDetail.aspx? receiptnumber=5139453)	\$1,118.18	\$1,118.18	\$1,118.18	\$0.00
04/13/2020 00:00:00	5037593 (ReceiptDetail.aspx? receiptnumber=5037593)	\$1,118.17	\$2,236.35	\$1,118.17	\$0.00
04/08/2019 00:00:00	4805886 (ReceiptDetail.aspx? receiptnumber=4805886)	\$1,636.83	\$1,636.83	\$1,636.83	\$0.00

### General Information

Alternate Property #	
Property Description	Section 09 Township 18 Range 1W Quarter NE SW BLA20108141TC TR B Document 4804474
Property Category	Land and Improvements
Status	Active, Locally Assessed
Tax Code Area	236
Remarks	

### Property Characteristics

Use Code	91 Undeveloped Land
Size in Acres	4.63

### Related Properties

No Related Properties Found

### Parties

Role	Percent	Name	Address
Taxpayer	100	THREES COMPANY LLC	17403 162ND AVE SE, RENTON, WA 98058- 9137

Owner	100	THREES COMPANY LLC	17403 162ND AVE SE, RENTON, WA 98058- 9137		
Property Values					
Value Type	Tax Year 2024	Tax Year 2023	Tax Year 2022	Tax Year 2021	Tax Year 2020
Taxable Value Regular	\$243,500	\$186,400	\$171,200	\$123,200	\$209,000
Exemption Amount Regular	\$0	\$0	\$0	\$0	\$0
Market Total	\$243,500	\$186,400	\$171,200	\$123,200	\$209,000
Assessed Value	\$243,500	\$186,400	\$171,200	\$123,200	\$209,000
Market Land	\$243,500	\$186,400	\$171,200	\$123,200	\$209,000
Market Improvement	\$0	\$0	\$0	\$0	\$0
Personal Property	\$0	\$0	\$0	\$0	\$0
Active Exemptions					
No Exemptions Found					

RETURN ADDRESS:  
Heritage Bank  
Attn: Loan Operations  
PO BOX 1578  
Olympia, WA 98507

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THURSTON COUNTY TITLE CO  
TH223900 DEED OF TRUST

DATE: November 20, 2019

Reference # (if applicable): Three's Company, LLC

Additional on page \_\_\_\_

Grantor(s):

1. THREE'S COMPANY, LLC

Grantee(s)

1. HERITAGE BANK
2. Trustee Services, Inc., Trustee

Legal Description: PCL B BLA-0568; LOT 1 SS-1563 & PTN NE 1/4 SW 1/4 9-18-1W

Additional on page 2

Assessor's Tax Parcel ID#: 118-09-310600, 118-09-310700, 118-09-310100

THIS DEED OF TRUST is dated November 20, 2019, among THREE'S COMPANY, LLC, a Washington limited liability company, whose address is 17403 162ND AVE SE, RENTON , WA 98058 ("Grantor"); HERITAGE BANK, whose mailing address is 307 Thurston Mason Commercial Lending, P.O. Box 1578, Olympia, WA 98507 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Trustee Services, Inc., whose mailing address is P.O. Box 2980, Silverdale, WA 98383 (referred to below as "Trustee").





**DEED OF TRUST  
(Continued)**

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**CONVEYANCE AND GRANT.** For valuable consideration, Grantor conveys to Trustee in trust with power of sale, right of entry and possession and for the benefit of Lender as Beneficiary, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in **THURSTON County, State of Washington:**

**PARCEL 1:**

**PARCEL B OF BOUNDARY LINE ADJUSTMENT NO. BLA-0568, AS RECORDED DECEMBER 15, 1987 UNDER AUDITOR'S FILE NO. 8712150041.**

**PARCEL 2:**

**LOT 1 OF SHORT SUBDIVISION NO. SS-1563, AS RECORDED SEPTEMBER 25, 1980 UNDER AUDITOR'S FILE NO. 1123328.**

**PARCEL 3:**

**THE WEST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 18 NORTH, RANGE 1 WEST, W.M., EXCEPTING THEREFROM THE SOUTH 30 FEET FOR THE DRAHAM ROAD.**

**IN THURSTON COUNTY, WASHINGTON.**

**The Real Property or its address is commonly known as 5224 15TH AVE NE, OLYMPIA , WA 98516. The Real Property tax identification number is 118-09-310600, 118-09-310700, 118-09-310100.**

Grantor hereby assigns as security to Lender, all of Grantor's right, title, and interest in and to all leases, Rents, and profits of the Property. This assignment is recorded in accordance with RCW 65.08.070; the lien created by this assignment is intended to be specific, perfected and choate upon the recording of this Deed of Trust. Lender grants to Grantor a license to collect the Rents and profits, which license may be revoked at Lender's option and shall be automatically revoked upon acceleration of all or part of the Indebtedness. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property (this privilege is a license from Lender to Grantor automatically revoked upon default). The following provisions relate to the use of the Property or to other limitations on the Property. The Real Property is not used principally for agricultural purposes.

**Duty to Maintain.** Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including

## DEED OF TRUST (Continued)

Page 3

oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

**Compliance with Governmental Requirements.** Grantor shall promptly comply, and shall promptly cause compliance by all agents, tenants or other persons or entities of every nature whatsoever who rent, lease or otherwise use or occupy the Property in any manner, with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest

**Duty to Protect.** Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

**Right to Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Deed of Trust:

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain flood insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid without interest to Grantor as

## DEED OF TRUST (Continued)

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Grantor's interests may appear.

**Grantor's Report on Insurance.** Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Deed of Trust:

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice all at Grantor's expense, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file

## DEED OF TRUST (Continued)

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executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee shall be paid by Grantor, if permitted by applicable law. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto", and the recitals in the reconveyance of any matters or facts shall be conclusive proof of the truthfulness of any such matters or facts.

**EVENTS OF DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

**Payment Default.** Grantor fails to make any payment when due under the Indebtedness

**Other Defaults.** Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor

**Compliance Default.** Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents

**Default on Other Payments.** Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Default in Favor of Third Parties.** Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Deed of Trust or any of the Related Documents

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason

**Death or Insolvency.** The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Breach of Other Agreement.** Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired

**RIGHTS AND REMEDIES ON DEFAULT.** If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

## DEED OF TRUST (Continued)

Page 6

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

**Accelerate Indebtedness.** Lender shall have the right at its option to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

**Foreclosure.** With respect to all or any part of the Real Property, the Trustee shall have the right to exercise its power of sale and to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Collect Rents.** Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding or pending foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

**Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

**Sale of the Property.** To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**Rights of Trustee.** Trustee shall have all of the rights and duties of Lender as set forth in this section.

**POWERS AND OBLIGATIONS OF TRUSTEE.** The following provisions relating to the powers and obligations of Trustee (pursuant to Lender's instructions) are part of this Deed of Trust:

**Powers of Trustee.** In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

**Obligations to Notify.** Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless required by applicable law, or unless the action or proceeding is brought by Trustee.

**Trustee.** Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

**Successor Trustee.** Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of THURSTON County, State of Washington. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page or the Auditor's File Number where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

**NOTICES.** Subject to applicable law, and except for notice required or allowed by law to be given in another manner,

## DEED OF TRUST (Continued)

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any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Subject to applicable law, and except for notice required or allowed by law to be given in another manner, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**DUE ON SALE.** The property shall not be transferred without the Beneficiary's prior written consent. The following shall be considered "transfers" for purposes of this paragraph, whether occurring voluntarily, involuntarily, or by operation of law:

- (a) The sale (by contract or otherwise), conveyance or other transfer of the property or any part of or interest in the property; and
- (b) The creation of any encumbrance against or upon the property; and
- (c) If Grantor is a corporation, the transfer of more than twenty five percent (25%) of its voting shares; and
- (d) If Grantor is a general or limited partnership, the transfer of more than twenty five percent (25%) of the general partners' interests (including any transfer of more than twenty five percent (25%) of the voting shares of any single general partner or group of general partners owning such percentage)

Any such transfer without Beneficiary's prior written consent shall constitute an event of default under this Deed of Trust and shall give to Beneficiary the right to declare all sums secured by this Deed of Trust immediately due and payable. This right may be exercised at any time after a transfer. Acceptance of one or more monthly payments on the Note secured by this Deed of Trust from a party other than Grantor shall not constitute the waiver of Beneficiary's right under this paragraph. This provision shall apply to each and every sale, transfer, conveyance or encumbrance whether or not Beneficiary has consented or waived its rights, whether by action or non-action in connection with any prior sale, transfer, conveyance or encumbrance, whether one or more. If Beneficiary declares the sums secured hereby to be immediately due and payable in accordance with this paragraph, and grantor fails to pay such sums, Beneficiary may exercise any and all rights to sell the property in accordance with covenants of this Deed of Trust.

Notwithstanding the foregoing, Beneficiary will allow a Small Business Administration (SBA) 504 (second lien) which shall not be considered a "transfer" for the purpose of this paragraph.

At Beneficiary's sole option, after approving the credit worthiness of the proposed purchasers, Beneficiary may consent to a sale, conveyance or transfer of said property. If Beneficiary consents to a transfer other than as defined in subparagraph (b) above, Grantor shall pay Beneficiary a fee equal to one percent (1%) of the then unpaid balance of the Note secured by this Deed of Trust and Beneficiary may increase the interest rate and/or margin on the Note secured by this Deed of Trust.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Deed of Trust:

**Amendments.** This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Annual Reports.** If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

**Caption Headings.** Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

**Merger.** There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Governing Law.** This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Washington without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Washington.

**Choice of Venue.** If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of King County, State of Washington.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

**Successors and Assigns.** Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

## DEED OF TRUST (Continued)

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**Time is of the Essence.** Time is of the essence in the performance of this Deed of Trust.

**Waive Jury.** All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**Waiver of Homestead Exemption.** Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Washington as to all indebtedness secured by this Deed of Trust.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code

**Beneficiary.** The word "Beneficiary" means HERITAGE BANK, and its successors and assigns.

**Borrower.** The word "Borrower" means THREE'S COMPANY, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns

**Deed of Trust.** The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

**Grantor.** The word "Grantor" means THREE'S COMPANY, LLC

**Guarantor.** The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the indebtedness.

**Guaranty.** The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

**Lender.** The word "Lender" means HERITAGE BANK, its successors and assigns

**Note.** The word "Note" means the promissory note dated November 20, 2019, in the original principal amount of **\$100,000.00** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all issues and profits thereon and proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness; provided, that guaranties are not "Related Documents" and are not secured by this Deed of Trust.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**Trustee.** The word "Trustee" means Trustee Services, Inc., whose mailing address is P O Box 2980, Silverdale, WA 98383 and any substitute or successor trustees.

**DEED OF TRUST  
(Continued)**

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

THREE'S COMPANY, LLC

By:

Brian D. Reas  
BRIAN D. REAS, Managing Member of THREE'S COMPANY, LLC

By:

Loye A. Reas  
LOYE A. REAS, Member of THREE'S COMPANY, LLC

By:

Edward J. Hazen  
EDWARD J. HAZEN, Member of THREE'S COMPANY, LLC

By:

Leigh R. Hazen  
LEIGH R. HAZEN, Member of THREE'S COMPANY, LLC

By:

Jimmy L. Otte  
JIMMY L. OTTE, Member of THREE'S COMPANY, LLC

By:

Lynda S. Otte  
LYNDA S. OTTE, Member of THREE'S COMPANY, LLC

**LIMITED LIABILITY COMPANY ACKNOWLEDGMENT**

STATE OF Washington

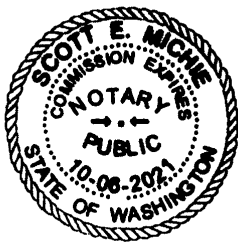
)

) SS

COUNTY OF Thurston

)

This record was acknowledged before me on November 25<sup>th</sup>, 2019 by BRIAN D. REAS, Managing Member of THREE'S COMPANY, LLC; LOYE A. REAS, Member of THREE'S COMPANY, LLC; EDWARD J. HAZEN, Member of THREE'S COMPANY, LLC; LEIGH R. HAZEN, Member of THREE'S COMPANY, LLC; JIMMY L. OTTE, Member of THREE'S COMPANY, LLC; and LYNDA S. OTTE, Member of THREE'S COMPANY, LLC.



[Signature]  
(Signature of notary public)

Notary Public  
(Title of office)

My commission expires:

October 6<sup>th</sup>, 2021  
(date)

**REQUEST FOR FULL RECONVEYANCE**

To: \_\_\_\_\_, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. You are hereby requested, upon payment of all sums owing to you, to reconvey without warranty, to the persons entitled thereto, the right, title and interest now held by you under the Deed of Trust

Date: \_\_\_\_\_

Beneficiary: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_



**PUGET  
POWER****EASEMENT FOR UNDERGROUND ELECTRIC SYSTEM**

TRANSAMERICA TITLE INSURANCE

00-51053

Lynn L. Williams and Lorraine S. Williams, his wife and

~~Agnes C. Sundquist~~

("Grantor" herein), grants, conveys and warrants to PUGET SOUND POWER & LIGHT COMPANY, a Washington corporation ("Grantee" herein), for the purposes hereinafter set forth a perpetual easement under, across and over the following described real property (the "Property" herein) THURSTON County, Washington.

The east half of the northeast quarter of the southwest quarter of Section 9, Township 18 North, Range 1 West, W.M., less the east 195 feet thereof and also less the south 30 feet thereof for road.

Except as may be otherwise set forth herein Grantee's rights shall be exercised upon that portion of the Property (the "Right-of-Way" herein) described as follows:

A Right-of-Way 10 feet in width having 5 feet of such width on each side of a centerline described as follows:

The centerline of Grantee's facilities as constructed or to be constructed within the above described property.

**1. Purpose.** Grantor shall have the right to construct, operate, maintain, repair, replace and enlarge an underground electric transmission and/or distribution system upon and under the Right-of-Way together with all necessary or convenient appurtenances therefor, which may include but are not limited to the following: underground conduits, cables, communication lines; vaults, manholes, switches, and transformers; and semi-buried or ground mounted facilities. Following the initial construction of its facilities, Grantee may from time to time construct such additional facilities as it may require.

**2. Access.** Grantee shall have the right of access to the Right-of-Way over and across the Property to enable Grantee to exercise its rights hereunder, provided, that Grantee shall compensate Grantor for any damage to the Property caused by the exercise of said right of access.

**3. Obstructions; Landscaping.** Grantee may from time to time remove trees, bushes, or other obstructions within the Right-of-Way and may level and grade the Right-of-Way to the extent reasonably necessary to carry out the purposes set forth in paragraph 1 hereof, provided, that following any such work, Grantee shall, to the extent reasonably practicable, restore the Right-of-Way to the condition it was immediately prior to such work. Following the installation of Grantee's underground facilities, Grantor may undertake any ordinary improvements to the landscaping of the Right-of-Way, provided that no trees or other plants shall be placed thereon which would be unreasonably expensive or impractical for Grantee to remove and restore.

**4. Grantor's Use of Right-of-Way.** Grantor reserves the right to use the Right-of-Way for any purpose not inconsistent with the rights herein granted, provided: that Grantor shall not construct or maintain any building or other structure on the Right-of-Way which would interfere with the exercise of the rights herein granted; that no digging, tunneling or other form of construction activity shall be done on the Property which would disturb the compaction or unearth Grantee's facilities on the Right-of-Way, or endanger the lateral support to said facilities; and that no blasting shall be done within 15 feet of the Right-of-Way.

**5. Indemnity.** By accepting and recording this easement, Grantee agrees to indemnify and hold harmless Grantor from any and all claims for injuries and/or damages suffered by any person which may be caused by the Grantee's exercise of the rights herein granted; provided, that Grantee shall not be responsible to Grantor for any injuries and/or damages to any person caused by acts or omissions of Grantor.

**6. Abandonment.** The rights herein granted shall continue until such time as Grantee ceases to use the Right-of-Way for a period of five (5) successive years, in which event this easement shall terminate and all rights hereunder shall revert to Grantor, provided that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its facilities on the Right-of-Way within any period of time from the date hereof.

**7. Successors and Assigns.** The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

DATED this

30th

day of

July

1118251

19 80

GRANTOR

*Lynn L. Williams*  
*Lorraine S. Williams*

THURSTON COUNTY  
OLYMPIA, WASH.

AUG 4 3 00 PM '80

REQUEST OF  
S. S. REED, AUDITOR  
DEPUTY

STATE OF WASHINGTON )

COUNTY OF THURSTON )

On this day personally appeared before me Lynn L. Williams and Lorraine S. Williams  
to me known to be the individual s 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 30th day of July, 19 80

*L. J. Hallen*  
Notary Public in and for the State of Washington,  
residing at Olympia

STATE OF WASHINGTON )

SS

COUNTY OF THURSTON )

On this day personally appeared before me Agnes C. Sundquist  
to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that  
she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

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

STATE OF WASHINGTON )

SS

COUNTY OF \_\_\_\_\_ )

CORPORATE ACKNOWLEDGMENT

On this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, before me, the undersigned, personally appeared  
\_\_\_\_\_ and \_\_\_\_\_  
to me known to be the \_\_\_\_\_ and \_\_\_\_\_, respectively, of  
\_\_\_\_\_ the corporation that executed the foregoing instrument,  
and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes 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.

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 \_\_\_\_\_

MAIL TO  
PUGET SOUND POWER & LIGHT CO.  
P. O. Box 287 Olympia, Wash. 98507

PUGET SOUND POWER & LIGHT COMPANY

TO

EASEMENT

LYNN L. WILLIAMS, ET. AL

SW-9-18-1W

0-152  
44/MH  
00-51053  
181W/035

FILMED

0881 5 808  
MM

VOL 1013 PAGE 524

SEP 25 1980

1123328

1123328

70

DECLARATION OF SHORT SUBDIVISION AND COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That we the undersigned, have a real interest in the tract of land described by this declaration and no other contiguous land not contained herein; and do hereby declare the herein described division of land approved as short subdivision number SS-1563 on the 25 day of September, 1980, by the Planning Department, subject to the following covenants and conditions:

1. That the land described by this declaration may not be further divided in any manner by anyone within five (5) years of the above date of approval without a final plat, having been filed for record with the Auditor of Thurston County, pursuant to the provisions of Chapter 58.17 RCW, and the regulations of the Platting and Subdivision Ordinance and subject to penalties attendant thereto;
2. That all subsequent deeds will contain provisions for private streets in the manner described herein;
3. That all maintenance of any private street described by this declaration shall be by the owners of the parcels having legal access therefrom or their heirs, assigns, or successors, unless and until such street is improved to the subdivision standards and dedicated to and accepted by the appropriate governmental jurisdiction;
4. That any private street will be subject to the further right of the grantor or his successor and of any telephone, electric, gas, water, or sewer company, public or private, to lay or cause to be laid and the right of ingress or egress for the purpose of maintaining telephone, electric, gas, water or sewer pipes, mains, or conduits across a described portion of such street;
5. That with respect to any private street described by this declaration whether it remains private or becomes a dedicated street, there is the additional right to make all necessary slopes for cuts and fills; and the right to continue to drain said streets and ways over and across any lot or lots where the water might take a natural course upon reasonable grading pursuant to improvement for dedication of the streets and ways shown herein. Following reasonable grading pursuant to improvement for dedication of the streets and ways shown herein, no drainage waters on any lot or lots shall be diverted or blocked from their natural course so as to discharge upon any public rights-of-way or to hamper proper street drainage;
6. That the legal description of the land herein subdivided into not more than four (4) parcels is attached hereto and incorporated by reference as though fully set out herein;
7. That additional covenants, easements, and restrictions, if any, solely for the benefit of the grantor, and his heirs, successors and assigns enforceable only by such persons, are attached hereto either as exhibits or as previously recorded under Auditor's File # \_\_\_\_\_ and incorporated by reference as though fully set out herein;
8. We the undersigned hereby dedicate to the use of the public forever, all streets, avenues, places and sewer easements or whatever public property there is shown on the attached short plat and the use thereof for any and all public purposes not inconsistent with the use thereof for the public highway purposes; also, the right to make all necessary slopes for cuts or fills upon the lots, blocks, tracts, etc., shown on this plat in the reasonable original grading of all streets, avenues, places, etc., shown thereon;
9. We the undersigned hereby waive all claims for damages against any governmental authority which may be occasioned to the adjacent land by the established construction, drainage and maintenance of said road.
10. We the undersigned hereby acknowledge that this short subdivision has been made with our free consent and in accordance with our desires.

1123328

VOL. 15 PAGE 370

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

1123328

SS-1563

That, but for the exception contained in paragraph (8) above, these covenants are for the mutual benefit of the grantor and his heirs, successors and assigns and are for the further purpose of compliance with the resolutions and regulations of the appropriate local governmental jurisdiction, and the local government and such persons are specifically given the right to enforce these restrictions and reservations by injunction or other lawful procedure and to recover any damages resulting from such violation.

Dated this 25<sup>th</sup> day of Sept, 1980

[Signature]  
(Grantor)

[Signature]  
(Grantor)

(Grantor)

(Grantor)

(Grantor)

(Grantor)

STATE OF WASHINGTON, }  
County of Thurston }

On this day personally appeared before me Lynn L. Williams

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

GIVEN under my hand and official seal this 24<sup>th</sup> day of September, 1980

[Signature]  
Notary Public in and for the State of Washington  
residing at Olympia

STATE OF WASHINGTON, }  
County of Thurston }

On this day personally appeared before me LOREANE S. Williams

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

GIVEN under my hand and official seal this 25 day of Sept, 1980

[Signature]  
Notary Public in and for the State of Washington  
residing at Oly

## AUDITOR'S CERTIFICATE

Filed for record at the request of JACKIE Gerner  
this 25 day of Sept, 1980 at 5 minutes  
past 2 o'clock P.M., and recorded in Volume 15 of Short Plats,  
on page 370, Records of Thurston County, Washington.

THURSTON COUNTY  
OLYMPIA, WASH.

SEP 25 2 05 PM '80

REQUESTED BY [Signature]

SAN J. F. AUDITOR

Deo DEPUTY

By: [Signature]  
Deputy

VOL 15 PAGE 371

SEP 25 1980

**THURSTON COUNTY  
TITLE COMPANY**

BANK OF OLYMPIA BUILDING, 8TH & CAPITOL WAY  
OLYMPIA, WASHINGTON 98501

**1123323**

TELEPHONE (206) 943-7300

**SHORT PLAT CERTIFICATE**

Thurston County Auditor  
Thurston County Court House  
Olympia, Washington

Order No. 29053  
Certificate for Filing  
Proposed Short Subdivision  
**SS 1568**

Dear Sir:

In the matter of the plat submitted for your approval, this Company has examined the records of the County Auditor and County Clerk of Thurston County, Washington, and the records of the Clerk of the United States Courts holding terms in said County, and from such examination hereby certifies that the title to the following described land situate in said Thurston County, to-wit:

The East quarter of the Northeast quarter of the Southwest quarter of Section 9, Township 18 North, Range 1 West, W.M., EXCEPTING THEREFROM the South 30 feet for county road known as 15th Avenue S.E. (Draham Road); ALSO, that part of Lots 1 through 8, inclusive, and of "Well Site" in Woodland Creek Addition, Division 2, as recorded in Volume 14 of Plats, page 116, and of Northwest quarter of Southeast quarter of said Section 9, described as follows: Beginning at an iron pipe marking the Southwest corner of said Lot 1 a distance of 3.5 feet to a post and wire fence or a Southerly projection thereof; thence along the said fence line or an extension thereof North 2° 48' 30" East 1,300.6 feet to the East-West center line of said Section 9; thence North 88° 19' 42" West 18.1 feet to a Northerly projection of the Westerly line of said plat; thence South 2° 09' 50" West 320.40 feet to the Northwestern corner of said plat; thence South 2° 09' 50" West along the Westerly line of said plat, 980.00 feet to the point of beginning.

**VESTED IN**

LYNN L. WILLIAMS and LORRAINE S. WILLIAMS, husband and wife, as to that portion of said premises lying West of the East 195 feet of the Northeast quarter of the Southwest quarter; and LUCILLE DELATEUR, as her separate estate, as to the remainder

**EXCEPTIONS**

1. Taxes and assessments, if any, no search having been made therefor.
2. A Contract of Sale, including the terms, covenants and provisions thereof, and the effect of any failure to comply with such terms, covenants and provisions.

Dated:

August 23, 1968

Recorded:

September 3, 1968

File No.:

787632

Vendor:

George F. DeLateur and Lucille DeLateur, his wife

Vendee:

Lynn L. Williams and Lorraine S. Williams, his wife

Excise Tax

Receipt No.:

26959



AGENT FOR  
SAFECO TITLE INSURANCE COMPANY

(Con't)

VOL. 15 PAGE 372

SEP 25 1980

Order No. 29053

Short Plat Certificate

1123323

Page 2  
SS 1563

(Affects that portion of said premises lying East of the West line of the East 195 feet of the Northeast quarter of the Southwest quarter)

The vendor's interest in said contract is now held of record by the vestee herein.

Said contract, modified by instrument recorded October 23, 1978, under File No. 1056001.

3. Easement for electric transmission and distribution line, etc., together with necessary appurtenances, granted by instrument recorded on August 19, 1964, under File No. 702315, to Puget Sound Power and Light Company. (Affects a portion of said premises)
4. Right of the public to make necessary slopes for cuts or fills upon said premises in the reasonable original grading of streets, avenues, alleys and roads, as declared in the plat. (Affects that portion of said premises lying within Woodland Creek, Division Two)
5. Rights granted Puget Sound Power and Light Company and Pacific Northwest Bell Telephone Company in the plat to install, construct and maintain, etc., underground conduits, cables and wires, etc., under and upon the exterior 5 feet of front and rear boundary lines and under and upon the exterior 2.5 feet of side boundary lines of all lots in said plat. (Affects that portion of said premises lying within Woodland Creek, Division Two)
6. Covenants, conditions and restrictions contained in instrument; Recorded: March 24, 1965  
File No.: 713880  
(Affects that portion of said premises lying within Woodland Creek, Division Two)
7. Waterline Extension Agreement dated October 1, 1979 and recorded February 13, 1980, under File No. 1104180, entered into by and between The City of Lacey and Frank M. Goodwin and others.

Records examined to July 7, 1980 at 8:00 A.M.

THURSTON COUNTY TITLE COMPANY

By *Nancy Greenberger*  
Nancy Greenberger, Title Officer

NG/mju

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1123323

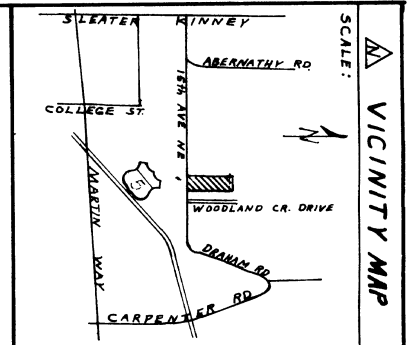
- Short Plat -

VOL 15 PAGE 274

1123323

<b>VICINITY MAP</b> SCALE: 	<b>LEGAL DESCRIPTION (ORIGINAL PARCEL)</b> THE E 1/4 OF NE 1/4, SW 1/4 OF SEC. 17, T18N, R17W, WM, EXCEPT THE S 30 FT. FOR COUNTY RD KNOWN AS 15TH AVE. S.E. (GRAHAM RD); ALSO, THAT PART OF LOTS 1 THROUGH 8, INCLUSIVE, AND OF "WELL SITE" IN WOODLAND CREEK ADDITION, DIV. 2, AS RECORDED IN VOL. 14 OF PLATS, PAGE 116, AND OF THE NW 1/4 OF THE SE 1/4 OF SEC. 9, DESCRIBED AS FOLLOWS: BEGINNING AT THE SW COR. OF SAID LOT 1, THENCE SOUTHERLY ALONG THE E LINE OF LOT 1, 3.50 FT, THENCE N 42° 40' 30" E, 1300.6 FT TO THE EAST-WEST CENTER LINE OF SAID SEC. 9; THENCE WESTERLY ALONG SAID CENTERLINE 18.12 FT. TO A NORTHERLY PROJECTION OF THE WESTERLY LINE OF SAID PLAT, THENCE S 24° 00' 30" W, 320.40 FT TO THE NORTHWEST CORNER OF SAID PLAT, THENCE S 2° 00' 30" W, 980.00 FT TO THE POINT OF BEGINNING.	<b>Short Subdivision</b> SS-1563 SECTION 9 TWP 18 N RANGE 17 W WM ORIGINAL TRACT ASSESSOR'S PARCEL NO. 118-09-310-500-5 DEDICATIONS:	WARNING: THURSTON COUNTY HAS NO RESPONSIBILITY TO BUILD, IMPROVE, MAINTAIN, OR OTHERWISE SERVICE THE PRIVATE ROADS WITHIN OR PROVIDE ACCESS TO PROPERTY DESCRIBED ON THIS PLAT.  CONDITIONS OF APPROVAL: Lots are approved for one single family residence per lot on individual wells.
			SCALE: 1" = 200' DATE: 9/16/80  THURSTON COUNTY SUGGESTION COUNTY SEP 25 2 05 PM '80 DEPUTY JACQUELINE B. GUNTER AUDITORS CERTIFICATE FILED FOR RECORD THIS 25 DAY OF Sept 1980 AT THE REQUEST OF: J. G. GUNTER AUDITORS FEE NO. 1123328 DEPUTY DEPT. OF PUBLIC WORKS CO. AUDITOR SURVEYORS CERTIFICATE THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE SURVEY RECORDING ACT AT THE REQUEST OF LEWIS L. WILLIAMS ON SEPT 7 1980 SIGNATURE DATE PALMER'S HALL 9/12/80 VOL 15 PAGE 274

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



**VICINITY MAP**

**LEGAL DESCRIPTION (ORIGINAL PARCEL)**

THE E 1/4 OF NE 1/4, SW 1/4 OF SEC 9, T8N, R1W, W4, EXCEPT THE S 30 FT. OF COUNTY RD KNOWN AS 15TH AVE. S.E. (DRAHAM RD). ALSO, THAT PART OF LOTS 1 THROUGH 8, INCLUSIVE, AND OF "WELL SITE" IN WOODLAND CREEK ADDITION, DIV. 2, AS RECORDED IN VOL. 14 OF PLATS, PAGE 116, AND OF THE NW 1/4 OF THE SEC 9 OF SEC 9, DESCRIBED AS FOLLOWS: BEGINNING AT THE SW COR. OF SAID LOT 1; THENCE EASTERLY ALONG THE S LINE OF LOT 1 3.50 FT.; THENCE N 2° 48' 30" E 1300.6 FT. TO THE EAST-WEST CENTER LINE OF SAID SEC 9; THENCE WESTERLY ALONG SAID CENTER LINE 18.12 FT. TO A NORTHERLY PROJECTION OF THE WESTERLY LINE OF SAID PLAT; THENCE S 2° 09' 50" W 320.40 FT. TO THE NORTHWEST CORNER OF SAID PLAT; THENCE S 2° 09' 50" W 507.00 FT. ALONG THE WESTERLY LINE OF SAID PLAT, 980.00 FT. TO THE POINT OF BEGINNING.

**Short Subdivision No. SS-1543**

**SECTION 9 TWP 18 N RANGE 1 W WM**

**ORIGINAL TRACT**

**ASSESSORS PARCEL NO. 118-09-310500-5**

**DEDICATIONS:**

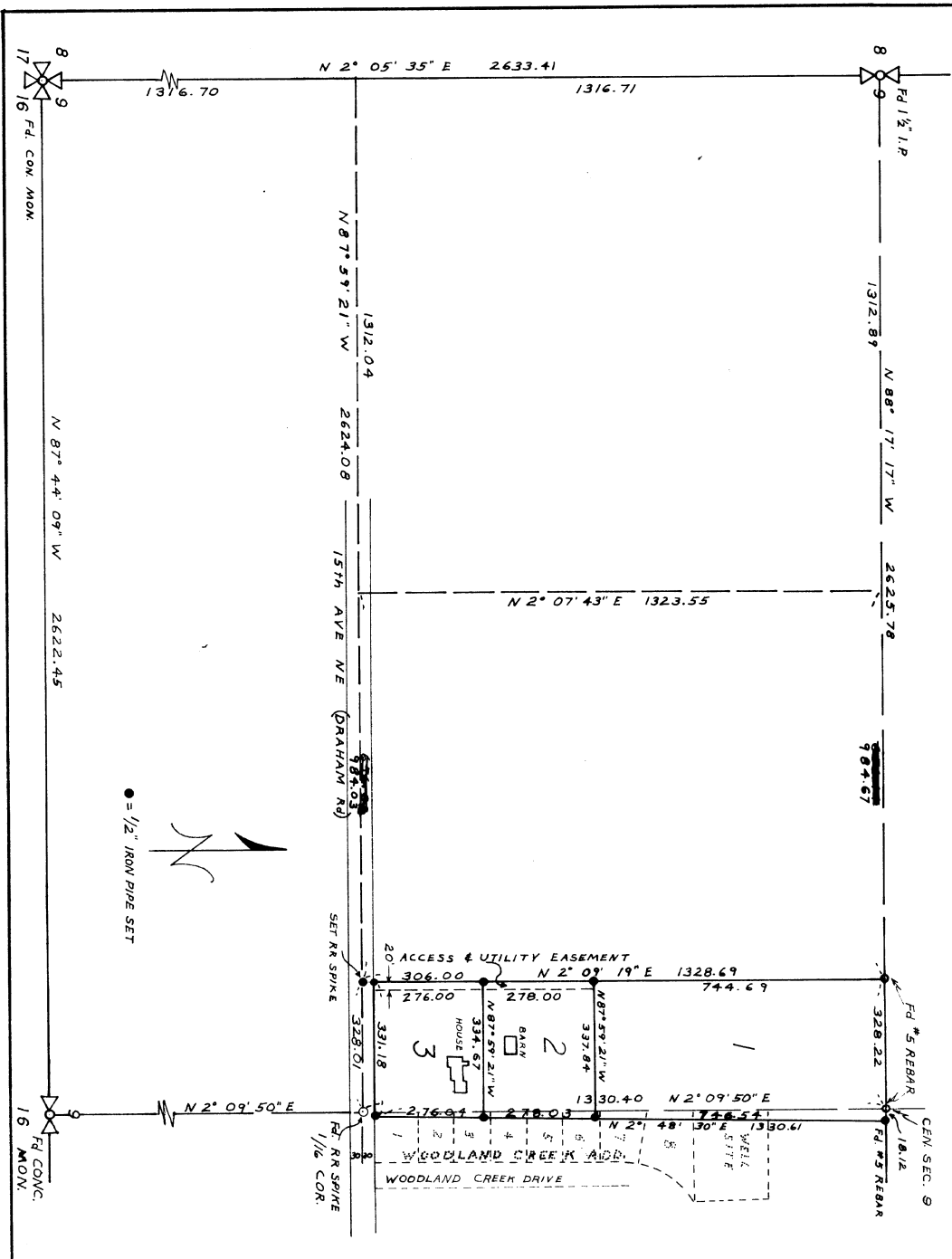
**SCALE: 1" = 200'**

**DATE: 9/15/80**

**WARNING:** THURSTON COUNTY HAS NO RESPONSIBILITY TO BUILD, IMPROVE, MAINTAIN, OR OTHERWISE SERVICE THE PRIVATE ROADS WITHIN OR PROVIDE ACCESS TO PROPERTY DESCRIBED ON THIS PLAT.

**CONDITIONS OF APPROVAL:**

Lots are approved for one single family residence per lot on individual wells.



**AUDITORS CERTIFICATE**

FILED FOR RECORD THIS 23 DAY OF OCT 1980

REQUEST OF: **Palmer Hansen**

AUDITORS FEE NO. **1126108**

AUDITORS: **Donny Hansen** CO. AUDITOR

**Palmer Hansen** DATE **9-25-80**

**Palmer Hansen** DATE **9/12/80**

**Palmer Hansen** DATE **9/12/80**



DECLARATION OF BOUNDARY LINE ADJUSTMENT AND COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That we the undersigned having a real interest in the tract of land described by the declaration; and do hereby declare the herein described adjustment of land certified as Boundary Line Adjustment Number BLA-058 on the 15TH day of DECEMBER, 1987, by the Planning Department, subject to the following covenants and conditions:

1. That all subsequent deeds will contain provisions for private roads in the manner described herein.

2. That all maintenance of any private road described by this declaration shall be by the owners of the parcels having legal access therefrom or their heirs, assigns, or successors, unless and until such roads are improved to the subdivision standards and dedicated to and accepted by the appropriate governmental jurisdiction.

3. That any private road will be subject to the further right of the grantor or his successor and of any telephone, electric, gas, water, or sewer company, public or private, to lay or cause to be laid and the right of ingress or egress for the purpose of maintaining telephone, electric, gas, water or sewer pipes, mains, or conduits across a described portion of such road.

4. That with respect to any private road described by this declaration whether it remains private or becomes a dedicated road, there is the additional right to make all necessary slopes for cuts and fills; and the rights to continue to drain said roads and ways over and across any lot or lots where the water might take a natural course upon reasonable grading pursuant to improvement for dedication of the roads and ways shown herein. Following reasonable grading pursuant to improvement for dedication of the roads and ways shown herein, no drainage waters on any lot or lots shall be diverted or blocked from their natural course so as to discharge upon any public road rights-of-way or to hamper proper road drainage.

5. That the adjusted legal description of each of the tracts being adjusted is attached hereto and incorporated by reference as though fully set out herein.

6. That additional covenant, easements, restrictions, if any, solely for the benefit of the grantor, and his heirs, successors, and assigns enforceable only by such persons, are attached hereto either as exhibits                      or as previously recorded under Auditor's File Number                      and incorporated by reference as though fully set out herein.

That these covenants are for the mutual benefit of the grantor and his heirs, successors and assigns and are for the further purpose of compliance with the resolutions and regulations of the appropriate local governmental jurisdiction, and the local government and such persons are specifically given the right to enforce these restrictions and reservations by injunction or other lawful procedure and to recover any damages resulting from such violation.

DATED this 30TH day of NOVEMBER, 1987.

MICROFILMED

Lynn Williams  
Grantor

Lynn Williams  
Grantor

THURSTON COUNTY  
OLYMPIA, WA  
12/13/87 10:01 AM  
REQUEST OF: BRACY & T  
Sam S. Reed, AUDITOR  
BY: KAMMY, DEPUTY  
\$8.00 BLA

Grantor Vol: 6 Page: 227  
File No: 8712150041

Grantor

Grantor

0006 0227

DECLARATION OF BOUNDARY LINE ADJUSTMENT AND COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That we the undersigned having a real interest in the tract of land described by the declaration; and do hereby declare the herein described adjustment of land certified as Boundary Line Adjustment Number BLA-~~058~~ on the 15TH day of DECEMBER, 1987, by the Planning Department, subject to the following covenants and conditions:

1. That all subsequent deeds will contain provisions for private roads in the manner described herein.

2. That all maintenance of any private road described by this declaration shall be by the owners of the parcels having legal access therefrom or their heirs, assigns, or successors, unless and until such roads are improved to the subdivision standards and dedicated to and accepted by the appropriate governmental jurisdiction.

3. That any private road will be subject to the further right of the grantor or his successor and of any telephone, electric, gas, water, or sewer company, public or private, to lay or cause to be laid and the right of ingress or egress for the purpose of maintaining telephone, electric, gas, water or sewer pipes, mains, or conduits across a described portion of such road.

4. That with respect to any private road described by this declaration whether it remains private or becomes a dedicated road, there is the additional right to make all necessary slopes for cuts and fills; and the rights to continue to drain said roads and ways over and across any lot or lots where the water might take a natural course upon reasonable grading pursuant to improvement for dedication of the roads and ways shown herein. Following reasonable grading pursuant to improvement for dedication of the roads and ways shown herein, no drainage waters on any lot or lots shall be diverted or blocked from their natural course so as to discharge upon any public road rights-of-way or to hamper proper road drainage.

5. That the adjusted legal description of each of the tracts being adjusted is attached hereto and incorporated by reference as though fully set out herein.

6. That additional covenant, easements, restrictions, if any, solely for the benefit of the grantor, and his heirs, successors, and assigns enforceable only by such persons, are attached hereto either as exhibits or as previously recorded under Auditor's File Number                      and incorporated by reference as though fully set out herein.

That these covenants are for the mutual benefit of the grantor and his heirs, successors and assigns and are for the further purpose of compliance with the resolutions and regulations of the appropriate local governmental jurisdiction, and the local government and such persons are specifically given the right to enforce these restrictions and reservations by injunction or other lawful procedure and to recover any damages resulting from such violation.

DATED this 30TH day of NOVEMBER, 1987. MICROFILMED

Lynn Williams  
Grantor

Lynn Williams  
Grantor

THURSTON COUNTY  
OLYMPIA, WA  
12/15/87 10:01 AM  
REQUEST OF: BRACY & T  
Sam S. Reed, AUDITOR  
BY: KAMMY, DEPUTY  
\$8.00 BLA

Grantor  
Vol: 6 Page: 227  
File No: 8712150041

Grantor

Grantor

0006-0227

STATE OF WASHINGTON )  
 ) ss.  
 COUNTY OF THURSTON )

On this day personally appeared before me \_\_\_\_\_  
LYNN L. WILLIAMS & LORRIANE S. WILLIAMS  
 to me known to be the individual S 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 30TH day of

NOVEMBER, 1987.



STATE OF WASHINGTON )  
 ) ss.  
 COUNTY OF THURSTON )

On this day personally appeared before me \_\_\_\_\_

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

GIVEN under my hand and official seal this \_\_\_\_\_ day of

\_\_\_\_\_, 19\_\_\_\_.

Vol: 6 Page: 228  
 File No: 8712150041

NOTARY PUBLIC in and for the  
 State of Washington residing at \_\_\_\_\_

MICROFILMED

#### AUDITOR'S CERTIFICATE

File for record at the request of Dracy Thomas  
 this 15th day of Nov., 1987, at \_\_\_\_\_ minutes  
 past 10:00 o'clock A.M., and recorded in Volume 6 of  
 Boundary Line Adjustments on page 227-230, records of Thurston County,  
 Washington.



Sam S. Read  
 Thurston County Auditor

Kamala Turkey  
 By: Deputy

## LEGAL DESCRIPTIONS OF PARCELS

Parcel A of Boundary Line Adjustment #BLA - 0568 described as follows:

That portion of Parcels 2 and 3 of Short Subdivision No. SS-1563 as recorded in Volume 15 of Short Subdivisions at pages 370 through 374, records of Thurston County, Washington, lying Southerly and Easterly of the following described line: Beginning at the Northeast corner of said Parcel 3; said point bears N 2° 48' 30" E 276.03 feet distant of the Southeast corner thereof; thence N 86° 59' 07" W 188.68 feet S 2° 09' 19" W 279.31 feet to the Northerly margin of 15th Avenue NE and to the terminus of said line.

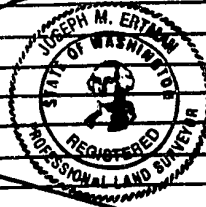
Parcel B of Boundary Line Adjustment #BLA - 0568 described as follows:

That portion of Parcels 2 and 3 of Short Subdivision No. SS-1563 as recorded in Volume 15 of Short Subdivisions at pages 370 through 374, records of Thurston County, Washington, lying Northerly and Westerly of the following described line; beginning at the Northeast corner of said Parcel 3; said point bears N 2° 48' 30" E 276.03 feet distant of the Southeast corner thereof; thence N 86° 59' 07" W 188.68 feet and S 2° 09' 19" W 279.31 feet to the Northerly margin of 15th Avenue NE and to the terminus of said line.

SUBJECT to an easement for ingress, egress and utility purposes over the West 20 feet.

Parcel C of Boundary Line Adjustment #BLA - \_\_\_\_\_ described as follows:

Parcel D of Boundary Line Adjustment #BLA - \_\_\_\_\_ described as follows:



I hereby certify that the above legal descriptions are accurate and in compliance with the Subdivision Code. Said descriptions are ~~are not~~ based upon a Recorded Survey.

Submitted this 19<sup>th</sup> day of NOVEMBER, 1987.

**BRACY & THOMAS**  
**LAND SURVEYORS**  
A PROFESSIONAL SERVICE CORP.  
1115 BLACK LAKE BLVD.  
OLYMPIA, WASHINGTON 98502

Joseph M. Ertman  
Signature  
Vol: 6 Page: 229

Vol: 6 Page: 229  
File No: 8712150041

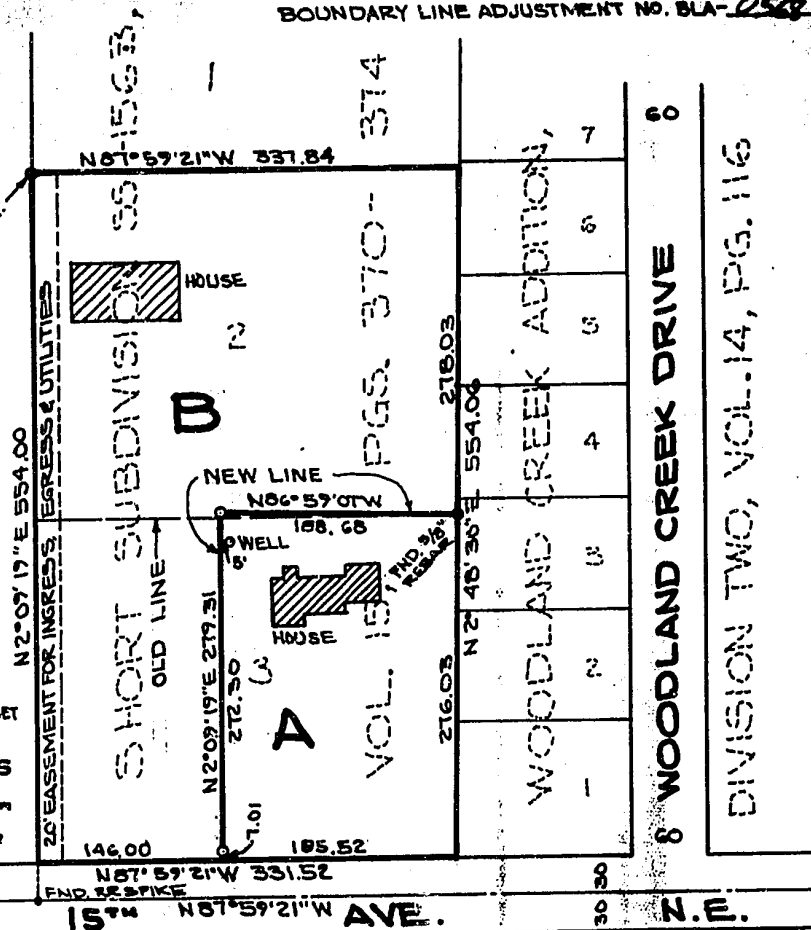
# BOUNDARY LINE ADJUSTMENT NO. BLA-258

A PORTION OF  
N.E. 1/4 SW 1/4  
SECTION 9  
T. 18 N., R. 1 W.,  
W. M.



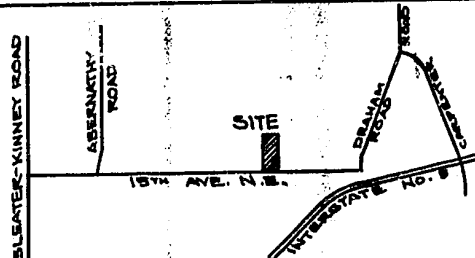
SCALE 1"=100'  
NOVEMBER 1987  
3/4" CAPPED IRON BAR SET

BRACY & THOMAS  
LAND SURVEYORS  
A PROFESSIONAL SERVICE CORP.  
1115 BLACK LAKE BLVD.  
OLYMPIA, WASHINGTON 98502



## DESCRIPTION

PARCELS 2 AND 3 OF SHORT SUBDIVISION  
NO. 55-1563 AS RECORDED IN VOLUME 15 OF  
SHORT SUBDIVISIONS AT PAGES 370 THROUGH  
374, RECORDS OF THURSTON COUNTY, WASHINGTON.



VICINITY MAP  
NO SCALE  
Vol: 6 Page: 230  
File No: 8712150041

## CERTIFICATION OF CONFORMANCE

This Boundary Line Adjustment is found to be conformance with Thurston  
County Platting and Subdivision Ordinance 18.04.040(8).

*Eric R. Hart* 12-15-87  
PLANNING DEPARTMENT



4/14/87

# SUR # 4733011

- ### LEGEND
- SET 5/8"x24" LONG REBAR AND YELLOW PLASTIC CAP MARKED MINZCOAST LS 29278
  - BRASS CAP
  - IRON PIPE
  - REBAR AND CAP
  - REBAR WITHOUT CAP

### DATUM

HORIZONTAL - WASHINGTON STATE PLANE COORDINATES SOUTH ZONE, NAD 83  
VERTICAL - WASHINGTON STATE COAST AND GEODETIC SURVEY MONUMENT THROUGH THE WASHINGTON STATE REFERENCE NETWORK.

- ### SURVEY NOTES
1. INSTRUMENT USED: SOKKIA SPY 3 TOTAL STATION AND SOKKIA GPS
  2. THIS SURVEY MEETS OR EXCEEDS THE STANDARDS OF WAC 332-130-090.
  3. SURVEY COMPLETED 11/03/2019.
  4. ALL MONUMENTS SHOWN AS FOUND VISITED 11/2019.

### SURVEY NARRATIVE

MINZCOAST (M20) WAS RETAINED BY THREE'S COMPANY, LLC TO COMPLETE A REBAR AND CAP SURVEY OF THE DESCRIBED PROPERTY IN THE LEGAL DESCRIPTION SHOWN, MCC ACCEPTED THE SECTION SUBDIVISION PER RS3. BASED ON THIS SURVEY WE SUBDIVIDED THE SW 1/4 OF THE SECTION INTO THE APPROPRIATE ALIQUOT PARTS. WE THEN CREATED THE BOUNDARIES OF SHORT LOTS AND LONG LOTS AND THEIR DESCRIPTIONS. THE EAST LINE OF THE PROPERTY WAS ESTABLISHED PER A USE ENCROACHMENT IN THE SOUTHWEST CORNER OF THE PROPERTY AS SHOWN ON THE MAP AT MANY OF THE CORNER LOCATION. NO GAPS OR OVERLAPS WERE FOUND.

### MONUMENT NOTES

1. FOUND 5/8" REBAR WITH NO CAP 1.09' WEST AND 0.90' SOUTH OF CALCULATED CENTER OF SECTION.
2. FOUND 5/8" REBAR WITH NO CAP 0.11' WEST AND 0.21' SOUTH OF CALCULATED POSITION.
3. FOUND 5/8" REBAR WITH NO CAP 0.53' BELOW GRADE AND 0.35' WEST AND 1.11' SOUTH OF CALCULATED POSITION.
4. FOUND 1/2" REBAR WITH YELLOW PLASTIC CAP MARKED "LS 7397" 0.40' WEST AND 5.89' NORTH OF CALCULATED POSITION.
5. FOUND 1/2" REBAR WITH YELLOW PLASTIC CAP MARKED "LS 7397" 0.40' WEST AND 5.89' NORTH OF CALCULATED POSITION.
6. FOUND 1/2" REBAR WITH YELLOW PLASTIC CAP MARKED "LS 7397" 0.78' WEST AND 1.13' SOUTH OF CALCULATED POSITION.
7. FOUND 3/4" STANDARD THURSTON COUNTY BRASS CAP WITH PINCH. THURSTON COUNTY MONUMENT NO. 8182.
8. FOUND 3/4" IRON PIPE BENT, SHOT AT START OF BEND. IRON PIPE WAS FOUND 0.62' WEST AND 1.49' SOUTH OF CALCULATED POSITION.
9. FOUND 1/2" IRON PIPE BENT, SHOT AT START OF BEND. IRON PIPE WAS FOUND 1.26' WEST AND 1.29' NORTH OF CALCULATED PLAT CORNER BETWEEN LOTS 5 AND 6. PIPE NOT ON PROPERTY LINE.
10. SET 5/8"x24" REBAR WITH YELLOW PLASTIC CAP MARKED "MINZCOAST LS 29278" AT CALCULATED CORNER.
11. SET 5/8"x24" REBAR WITH YELLOW PLASTIC CAP MARKED "MINZCOAST LS 29278" 14.00' NORTH OF THE SOUTHEAST CORNER ON THE EAST PROPERTY LINE.

### AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 24 DAY OF January  
AT 3:44 PM. IN BOOK -- OF --  
MINZCOAST, LLC.  
COUNTY AUDITOR

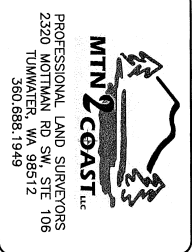
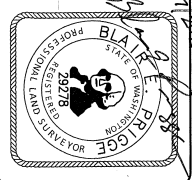
AUDITOR'S FILE NUMBER 4733011

### 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:

THREE'S COMPANY, LLC. IN DECEMBER, 2019

BLAIR E. PRIGGE, PLS #29278



### RECORD OF SURVEY

FOR  
THREE'S COMPANY, LLC

DATE	JOB NUMBER
01/03/2020	19-061
CHECKED BY	SHEET NUMBER
BEP	SV-1
AUDITORS INDEX	NE 1/4 SW 1/4, SEC 9, T 18N, R 1W, W.M.

### REFERENCE SURVEYS

1. BOUNDARY LINE ADJUSTMENT NO. BLA-0568 AS RECORDED UNDER AUDITOR'S FILE NO. 8012150041.
2. RECORDED UNDER AUDITOR'S FILE NO. 1126108.
3. SURVEY OF LACEY VICINITY RECORDED UNDER AFN 3111152.
4. PLAT OF WOODLAND CREEK ADDITION DIVISION TWO RECORDED UNDER AFN 711874.

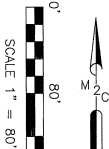
### LEGAL DESCRIPTION

PARCEL 1: OF BOUNDARY LINE ADJUSTMENT NO. BLA-0568, AS RECORDED DECEMBER 15, 1987 UNDER AUDITOR'S FILE NO. 8712150041.

PARCEL 2: LOT 1 OF SHORT SUBDIVISION NO. SS-1563, AS RECORDED SEPTEMBER 25, 1980 UNDER AUDITOR'S FILE NO. 1126108.

PARCEL 3: HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 18 NORTH, RANGE 1 WEST, W.M., LESS THE EAST 195 FEET THEREOF AND THEREFROM THE SOUTH 30 FEET FOR THE DRAHAM ROAD, IN THURSTON COUNTY, WASHINGTON.

PUGET SOUND POWER & LIGHT COMPANY BLANKET EASEMENT OVER ANY EXISTING UTILITIES IN THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 18 NORTH, RANGE 1 WEST, W.M., LESS THE EAST 195 FEET THEREOF AND ALSO LESS THE SOUTH 30 FEET THEREOF FOR ROAD.



### LINE TYPES

- WOOD FENCE
- CHAIN LINK FENCE
- WIRE FENCE
- LOTS LINE
- EASEMENT/RIGHT-OF-WAY LINE
- CENTERLINE ROAD
- QUARTER SECTION LINE
- SIXTEENTH SECTION LINE

