



# **AGENDA**

## **CLALLAM COUNTY CONSERVATION FUTURES PROGRAM ADVISORY BOARD**

**223 East 4<sup>th</sup> Street, Room 160  
Port Angeles, Washington  
May 11, 2022 – 1 p.m.**

Conservation Futures Program Advisory Board meetings will be available virtually at:

If you would like to participate in the meeting via Zoom audio only, call 253-215-8782 and use meeting ID: 875 561 7844 and passcode: 12345

If you would like to participate in the meeting via Zoom video conference, visit <https://zoom.us/j/8755617844> and use meeting ID: 875 561 7844 and passcode: 12345

This meeting can be viewed on a live stream at this link: <http://www.clallam.net/features/meetings.html>

Public comment and questions can be directed to the Clerk of the Board at 360-417-2256 or [agores@co.clallam.wa.us](mailto:agores@co.clallam.wa.us).

### **CALL TO ORDER/PLEDGE OF ALLEGIANCE/ROLL CALL**

### **REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA**

### **PUBLIC COMMENT – Please limit comments to three minutes**

### **APPROVAL OF MINUTES**

- Minutes February 9, 2022

### **REPORTS AND PRESENTATIONS**

- Chair Report

### **BUSINESS ITEMS**

- Conservation Futures application Review
  - North Olympic Land Trust – Gloria A. Davis Family Limited Partnership
  - North Olympic Land Trust – Charles Nash Huber and Patricia McManus

### **PUBLIC COMMENT – Please limit comments to three minutes**

### **NEXT MEETING DATE – June 8, 2022 at 1 p.m.**

### **ADJOURNMENT**

**Conservation Futures**  
**Draft Minutes**  
**February 9, 2022**



## **CLALLAM COUNTY CONSERVATION FUTURES PROGRAM ADVISORY BOARD Minutes of February 9, 2022**

### **MEETING OF THE CONSERVATION FUTURES PROGRAM ADVISORY BOARD**

Chair Fleischfresser (in person) called the special meeting to order at 1 p.m., Wednesday, February 9, 2022. Also present were Ruth Jenkins, Susan Bliven, Tom Sanford, Diane Chung, Robert Knapp, Cathy Lear and Kimberly Williams. All members appeared by video or phone. Commissioner Ozias, Jeff Carter, Christia Skerbeck and Clea Rome were absent.

### **REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA**

**ACTION TAKEN:** Fleischfresser moved to adopt the agenda as presented, no objection, motion carried.

### **PUBLIC COMMENT**

- Michele Canale, Olympic Land Trust, commented on the application process.

### **APPROVAL OF MINUTES**

- December 8, 2021

**ACTION TAKEN:** Jenkins moved to approve as modified, Chung seconded, no objection, motion carried

### **REPORTS AND PRESENTATIONS**

- Chair Report

Fleischfresser reported on publications in the Peninsula Daily News regarding the call for applications.

### **BUSINESS ITEMS**

- Presentation by Tom Sanford on "Buy, Protect, Sell Model"

Sanford provided a presentation regarding "Buy, Protect, Sell Model". He briefly described each phase and the pros/cons for local land trust. CF members held discussion.

- Guideline for Conservation Futures applicant evaluation process

Fleischfresser briefed the CF members on a proposed application evaluation process. Jenkins questioned applicant conflicts of interest. CF members held discussion on applicant conflicts of interest and the evaluation process. Fleischfresser noted he will submit a legal action request to the Prosecuting Attorney's Office for guidance on applicant conflict of interest and evaluation process.

**NEXT MEETING DATE** — March 9, 2022 at 1 p.m.

**ADJOURNMENT** — Meeting concluded at 2:11 p.m.

**Conservation Futures**  
**Application request**  
**North Olympic Land Trust**

**Prosecutor Review of March 2022 Conservation Futures Funding Requests (LAR 22-089)**

The requirements for conservation futures fund expenditures are set forth in CCC 5.45.040 and 5.45.060, which require that “the conservation futures fund shall be used to acquire rights and interests in farm and agricultural land... on a voluntary basis, as established in Chapter 84.34 RCW and for the maintenance and operation of any property acquired with these funds. The purpose is to protect, preserve, maintain, improve, restore, limit the future use of, or otherwise conserve the property for public use or enjoyment”

| Applicant                                                | Purpose                                    | Amount       | Notes                                             | Eligibility Determination |
|----------------------------------------------------------|--------------------------------------------|--------------|---------------------------------------------------|---------------------------|
| <b>NOLT - Gloria A. Davis Family Limited Partnership</b> | Mid Valley Farm Conservation<br>– 56 acres | Up to \$400K | This request is for the conservation of farmland. | <b>ELIGIBLE</b>           |
| <b>NOLT – Charles Nash Huber and Patricia McManus</b>    | Dungeness Hub Conservation<br>– 9.79.acres | Up to \$100K | This request is for the conservation of farmland. | <b>ELIGIBLE</b>           |

Please contact DPA Elizabeth Stanley with any questions.

# NORTH OLYMPIC Land Trust



*Farms • Fish • Forests*

602 E. Front St.  
P.O. Box 2945 (mailing)  
Port Angeles, WA 98362  
Phone: (360) 417-1815  
NorthOlympicLandTrust.org  
info@northolympiclandtrust.org

## **Board of Directors**

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North Olympic Land Trust  
is accountable:



- Sound Finances
- Ethical Conduct
- Responsible Governance
- Lasting Stewardship

March 14, 2022

Conservation Futures Program Advisory Board  
Board of Commissioner's Office  
223 East 4th Street, Suite 4  
Port Angeles WA 98362-3015

RECEIVED  
CLALLAM CO. COMMISSIONERS

MAR 14 2022

1...2...3...A...

Dear Conservation Futures Program Advisory Board,

North Olympic Land Trust currently seeks to conserve Mid Valley Farm and Nash's Organic Produce's Dungeness Hub. With the following applications, the Land Trust requests consideration from the Conservation Futures Program for partial funding for these efforts. Conserving these two key farms advances the goals of the Conservation Futures Program by preserving prime agricultural soils, providing land and opportunities for future farmers, and extinguishing up to 12 development rights on lands best suited for agriculture.

Conserving the 56-acre Mid Valley Farm on the edge of rapidly developing Sequim, is integral to the operations of one of only two remaining dairies in the area, Maple View Dairy.

Conservation of the 10-acre Dungeness Hub will ensure that its more than 7.5 acres of prime farm soils and vital packing shed and cold storage will remain available for production and distribution. The property is at the capstone of over 600 acres of conserved land for farming, waterfowl, and river restoration in Dungeness.

North Olympic Land Trust is a community-based nonprofit with a mission to conserve the land and natural resources that continue to be the foundation of our culture, economy, and way of life. Since 1990, the Land Trust has been dedicated to the conservation of open spaces, local food, local resources, healthy watersheds and recreational opportunities. Over the past 32 years, the Land Trust has permanently protected more than 3,700 acres of land for farms, fish and forests, including over 670 acres on 20 local farms.

Although great strides have been made to protect local farmland, since 1945, Clallam County has lost 78% of its farmland at an average of 843 acres per year. The Land Trust focuses on permanently conserving prime farm properties identified and prioritized as core to building a resilient farm economy and maintaining our agricultural heritage.

With these applications, the Land Trust requests Clallam County to allocate up to \$500,000 of Conservation Futures funds toward the estimated total cost of \$1,250,000 (pending an appraisal) to conserve these two farms. When matched with funding secured by the Jamestown S'Klallam Tribe through the State's Floodplains by Design program and planned community fundraising, this allocation would ensure the support necessary to protect these farmlands. In addition, through the next

Legislative cycle the Land Trust will seek approximately \$600,000 from the State's Washington Wildlife and Recreation Program – Farmland Preservation program. If even partially successful, this support will bring the actual disbursement from Clallam County down significantly.

In short, with full support from Clallam County's Conservation Futures Program, funding for the permanent conservation of these farms will be all but certain, while subsequent funding requests will seek to bring the County's overall investment in these projects much lower than the \$500,000 requested.

I would be happy to give a tour of the properties at your convenience and please do not hesitate to contact me or if you have any questions for the Land Trust.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Michele', with a long, sweeping horizontal line extending to the right.

Michele Canale  
Land Protection Specialist

**Gloria A. Davis Family LP  
Conservation Futures  
Application**



**CLALLAM COUNTY  
CONSERVATION FUTURE PROGRAM  
223 EAST 4<sup>TH</sup> STREET, ROOM 150  
PORT ANGELES, WASHINGTON**

**Application for the purchase of development rights and conservation easement funded by the  
Conservation Futures Property Tax, Ordinance No.958**

Instructions to the Applicant

- Please answer all questions as fully as possible.
- You may attach additional sheets if necessary to fully answer a question.
- Please attach copies of all deeds, surveys and lot certifications which describe the property
- If any item is inapplicable, please mark it "N/A".
- This is an application to sell rights and place a conservation easement on the property.  
The intention of the sale and approval of the conservation easement is to promote continued use of farmland.
- Please submit questions and application to the Clerk of the Board of Commissioners who will forward them to Conservation Futures Advisory Committee.

**A. APPLICANT INFORMATION**

1. Name of Applicant: North Olympic Land Trust
2. Mailing Address: P.O. Box 2945, Port Angeles, WA 98362
3. Property Address, if different from mailing address: (of land seeking conservation)

834 Evans Road  
Sequim, WA 98362

4. Telephone: (360) 417-1815 ext. 5
5. Email Address: [michele@northolympiclandtrust.org](mailto:michele@northolympiclandtrust.org)
6. Contact Person: Michele Canale, Land Protection Specialist
7. Type of legal entity:

- ☐ individual
- ☒ corporation incorporated in the State of Washington (non-profit)
- ☐ general partnership created in the State of \_\_\_\_\_
- ☐ limited partnership created in the State of \_\_\_\_\_
- ☐ limited liability company created in the State of \_\_\_\_\_

8. LANDOWNER(S):

Legal Name: Gloria A. Davis Family Limited Partnership

Mailing address: 834 Evans Rd, Sequim, WA 98382

Telephone/Fax/Email: (360) 683-5680 (Dana Davis – work)

9. Are there any material facts of circumstances (e.g. pending litigation, bankruptcy, etc.) relating to any of the parties to the proposed transaction which have not been described and may potentially affect the transaction? ☐ Yes ☒ No If Yes, please explain:

This was confirmed with the landowners.

## B. PROPERTY INFORMATION

1. Is the property within the Agricultural Retention Zone?

☐

Yes

☒

No

What is the proximity to other conserved farmland?

To date, the closest conserved farm is 1,300 feet to the southeast, which we refer to as Stone Farm. This 40-acre farm off Medsker Road was conserved by the landowner and the City of Sequim in 2009. There is additional conserved land (including farmland) protected by North Olympic Land Trust nearby as shown on the map below.

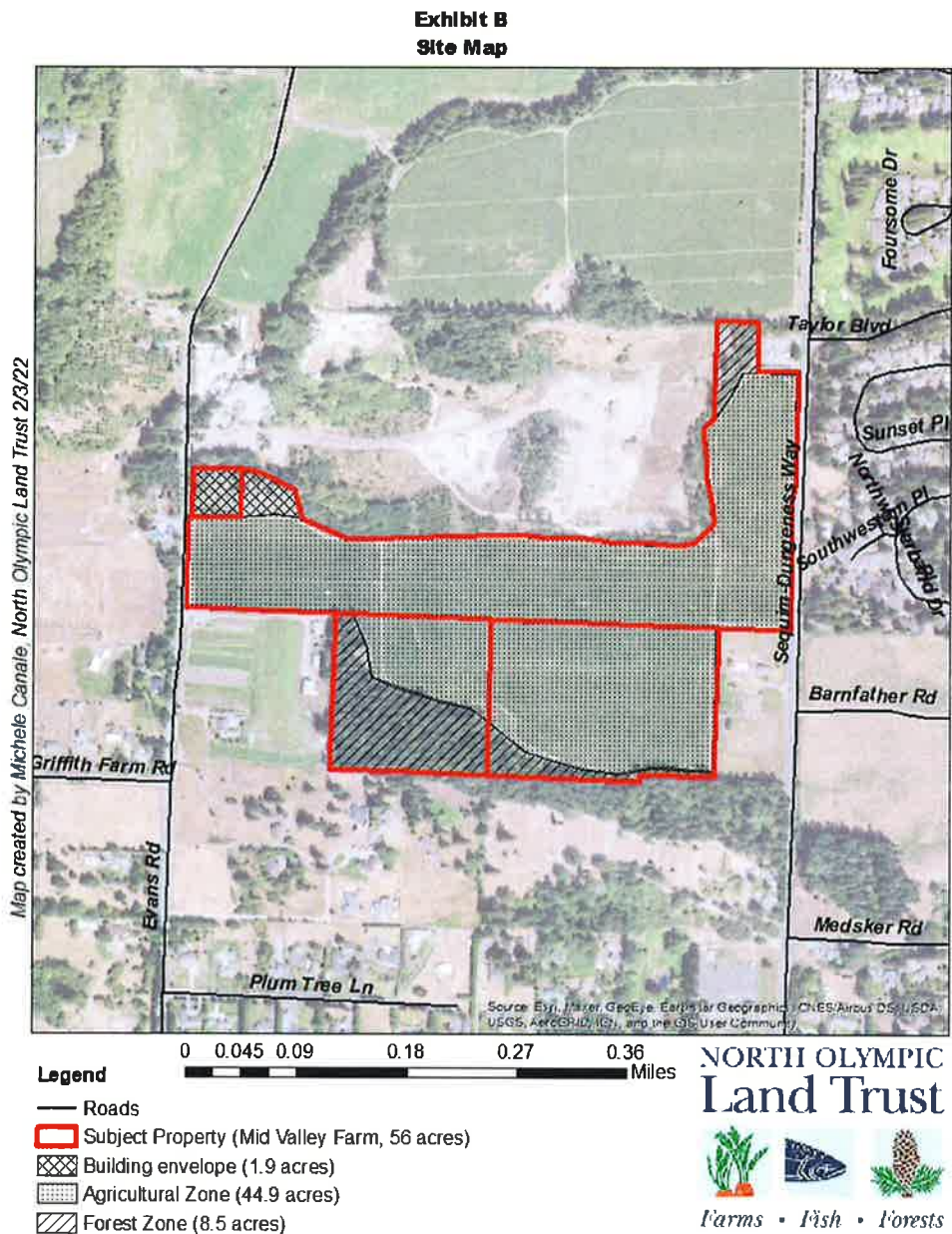
In addition, in 2021 the Land Trust did an extensive study prioritizing farmland conservation possibilities. That study highly rated both this property and hundreds of acres to the north and northeast of this land for conservation.



2. Please attach a legal description of the land, recent title report, and copies of any survey maps of the property. (Size and shape)

The farm is 56 acres. The last survey was completed in 2002 and is included in the attached title report, which also includes a legal description. The map below is the proposed Site Map for the easement.

Other than naming, this map matches the one included with the attached letter of intent signed by the family. In that letter, the family expressed their interest in conserving their land with an agricultural conservation easement, and acknowledged their awareness that we are applying for multiple sources of funding, including Conservation Futures.



3. Are there any water rights associated with the parcels? ☒ Yes ☐ No

Please describe:

The landowners have about 300 shares in the Sequim Prairie Tri Irrigation Company. There is also a well for the landowner's home on the 1-acre parcel, for domestic use. This 1-acre parcel will likely be included in the conservation easement as part of the building envelope, though this is still being negotiated.

4. Please indicate the percentage of "prime soil", as defined by the USDA Natural Resource Conservation Service, on the property:

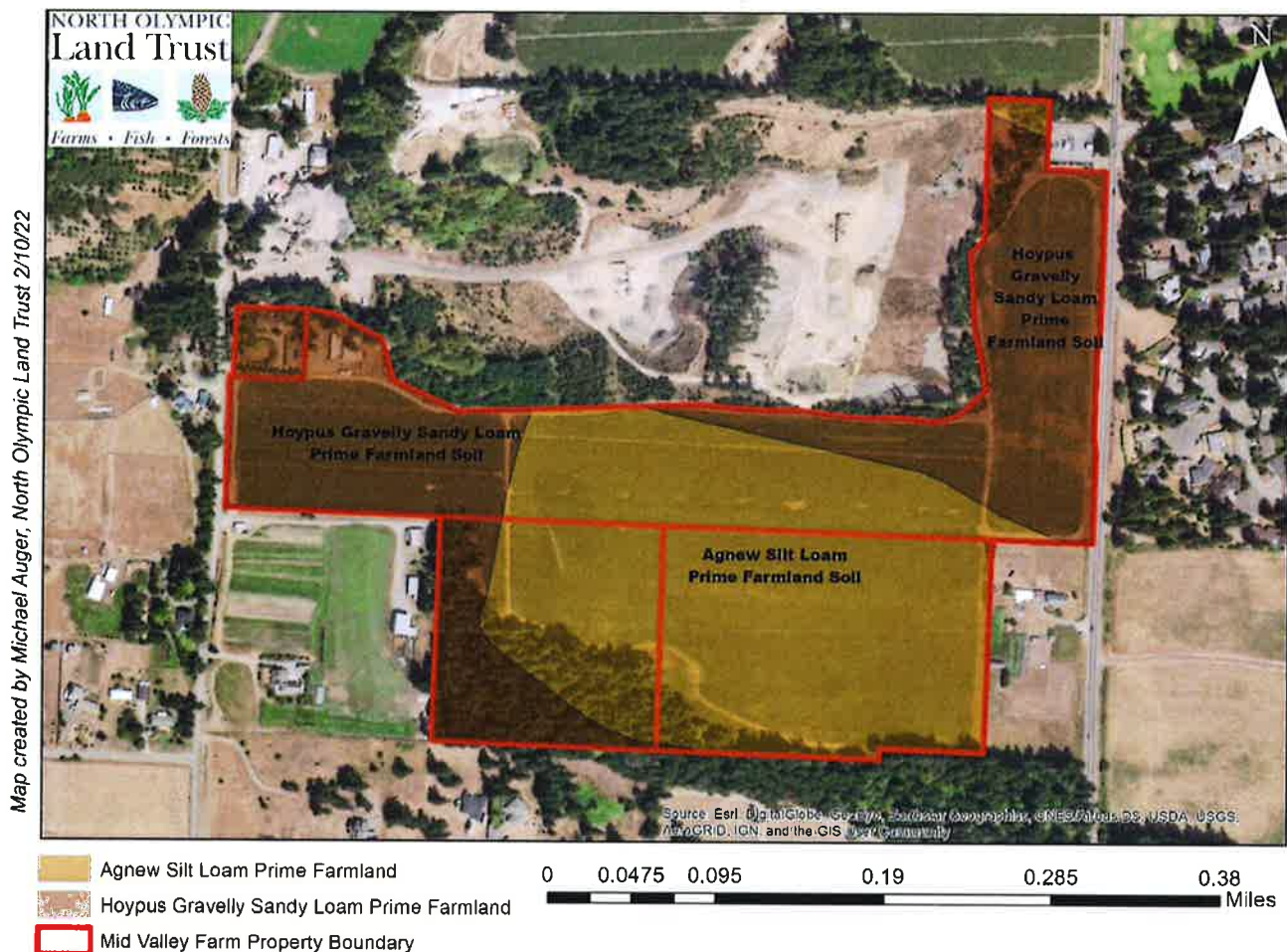
☐ 0-49%

☐ 50-75%

☒ 76-100%

The farm is 100% prime farmland soils. 26 acres are prime farmland if irrigated (Hoypus gravelly sandy loam, 0 to 15 percent slopes), and 30 acres are always prime farmland (Agnew silt loam, 0 to 8 percent slopes), shown below.

**Mid Valley Farm  
Soils Map**



5. Please describe the agricultural use of the land, including number of livestock, general description of crops or specialty crops etc.

The farm is currently leased to Troy and Ben Smith, who have farmed the property for a number of years. In 2021, the entire property was planted with corn for feed for their nearby dairy. The Smiths crop rotation includes vegetable seed, hay, corn, and sometimes barley. Recent photos are below.



October 2, 2020

December 17, 2021

The Smiths have a plan to pasture heifers in the eastern portion of Mid Valley Farm. This area of the farm drains well. They will move their heifers here for pasture and conduct rotational grazing.

There are currently no livestock on the property.

6. Please list all soil and water conservation practices and plans in effect on the property.

- When there have been dairy or beef cattle on the farm, there was rotational grazing in place, and this will continue into the future with the Smiths. Rotational grazing, when done properly, can help prevent overgrazing, increases soil fertility and organic matter, prevents overgrazing, increases resistance to drought by increasing absorption of water into the soil, reduces soil compaction, controls invasive species, and extends the grazing season.
- The Smiths typically plant a rotation of crops of corn, vegetable seed, alfalfa and sometimes barley, but a cover crop is planted during crop rotations to prevent bare soils, reducing soil loss and increasing soil organic matter over time, resulting in improvements in soil structure, stability, and increased moisture and nutrient holding capacity for plant growth.

- Irrigation pipelines are used seasonally to carry offset water to an aquifer recharge site on Evans Road that consists of three infiltration galleries which help recharge the aquifer during the early part of the irrigation season, typically mid-May, or earlier if the river is running high enough, to mid-July. These aquifer recharge sites help to strategically recharge water in areas that are impacted by development.

7. Please identify any conservation practices that address climate change.

Aquifer recharge as noted above is a key component as our community's emerging climate resiliency strategy.

In 2021, North Olympic Land Trust and Jefferson Land Trust completed a study that included an analysis of the working farmland that will continue to be productive in light of our changing climate. The majority of this farm (47 of its 56 acres, 85% of the farm) was identified within that climate resiliency analysis. This means that, when considering all the implications of a warming and changing climate, this farm is likely to retain its robust productive capacity for food and fiber, and is likely to continue to have adequate water supplies.

8. Please disclose all residences and buildings on the property

The property includes the landowners' residence, a lean-to, and a workshop/blacksmith shop. All are included in the proposed 1-acre building envelope, shown on page 4.



Residence

Lean-to and workshop/blacksmith

9. Please provide a brief history of the property & benefits to the community.

Mid Valley Farm has been farmed since 1945 when the landowners' parents bought the land and converted it to from a forest to farmland. Between 1945 and 1965, it was a dairy farm, with about 30 head of cattle. They also usually had 5 beef cattle and some chickens. Between 1965 and 1978, there were some beef cattle, and they planted alfalfa for hay. From 1978 into the 1980s, the Smiths planted barley. Sometime in the 1980s, Harold Sofie started farming the land and planted alfalfa for hay to supply feed for his

cattle. About 6 or 7 years ago, the Smiths started farming it again, farming their typical rotation of crops of corn, vegetable seed, alfalfa and sometimes barley.

In question 10 below, we describe the benefits to the community, as well as how the farm is connected with the broader community.

10. Please describe how the farm is integrated/connected with the broader community.

This is part of the land farmed by the Smiths so they can grow enough feed for their dairy cattle. They operate one of two remaining dairy farms in Clallam County, Maple View Dairy. This land is critical to their dairy. This land is particularly valuable to them because it has a good irrigation system on it, it's close to their dairy, its soils are productive, and there's even land that drains well for pasture.

This farm has also has significance because it provides scenic open space along Evans Road, which many people drive or bike. Many birders enjoy watching large numbers of Trumpeter Swans that regularly use the property along with small populations of Tundra Swans. According to the Northwest Swan Conservation Association, crops grown for dairy cattle is critical for winter swan survival because the grasses are higher in protein and allow them to easily pack on energy stores for their migration and they are more likely to arrive in good enough condition to breed. Trumpeter and Tundra Swans are both protected species under state law and WDFW considers them priority species for conservation.

### C VIABILITY OF PROPOSAL

1. Are there any anticipate or pending threats to convert the land to a non-agricultural use?

☒

Yes

☐

No

If yes, please describe

The property is high-quality farmland that has been zoned Rural Neighborhood Conservation (NC), which allows subdivision to 5-acre lots. Our analysis of County codes suggests that the current four lots could be configured to add 9-11 dwelling units to the property.

In May 2021, the Land Trust finalized a Farmland Conservation Strategy that highly prioritized this property for conservation and its alignment with the goal of protecting quality “agricultural lands from conversion to more intensive residential or commercial land use”.

The landowners would like to see it conserved in perpetuity as farmland.

We anticipate the need to maintain the 1.9-acres of existing infrastructure as a building envelope on the property. This includes the existing residence.

2. Please describe your plan for stewardship of this farmland.

The landowner’s current plan hinges on their ability to sell a conservation easement on the property to protect it as a working farm. Their intent is to maintain their current lease with the Smiths. In the future, the farm may be managed by the next generation, likely a family member who currently farms in Battleground, WA and would love to become the 4<sup>th</sup> generation from the family to work this farm. His vision is to use regenerative agricultural practices that ensure the long-term sustainability of the property’s valuable soils.

As the Land Trust accepts a conservation easement, a baseline documentation report is created and we enter into a binding relationship with the current and future landowners to ensure that the property’s current agricultural and conservation values are maintained and improved. To fund this work, the Land Trust maintains an invested Stewardship Fund to endow its conservation easement stewardship costs. The current corpus of that fund is over \$1.5 million and funds are added for each new stewardship obligation to address its additional impact.

North Olympic Land Trust is nationally accredited with the Land Trust Accreditation Commission. This means we follow all of the ethical and technical guidelines for responsible land trust operations created by the Land Trust Alliance, and are audited regularly to ensure compliance. In addition, North Olympic Land Trust is a member of the TerraFirma insurance program. This insurance pool was created by land trusts across the country to provide robust legal defense funds for any potential easement

violations. Both of these contribute to our promise of being around forever and stewarding each and every property well.

3. Are you applying to receive monies from other funding sources as well as the Conservation Futures Fund?

☒ Yes

☐ No

If yes, please describe

With this proposal, the Land Trust requests that up to \$400,000 from the Conservation Futures Fund be allocated to this proposal. In May, we will request significant funding through the State's Washington Wildlife and Recreation Program (WWRP) Farmland Preservation program. We will also request funding from a Floodplains by Design grant already secured by the Jamestown S'Klallam Tribe specific to projects like this. The Land Trust also intends to conduct a fundraising campaign this fall to support this and other farmland conservation efforts. The major factors that would decrease the amount needed from Conservation Futures are the easement value determined by the property appraisal and success with our WWRP application.

In a best-case scenario, a property appraisal would occur this summer. If delayed by funder requirements, the appraisal would be delayed accordingly.

We expect to get an initial indication on the ranking of our WWRP proposal in October 2022, however funds will not be allocated until the Legislature enacts its Capital Budget in late spring of 2023, and we are likely not under contract until the fall of 2023.

At this stage, we estimate the Land Trust's total costs for this effort to be about \$925,000. These costs are based on consultation with realtors on potential land value, a review of similar easement valuations as a percentage of land value, estimated closing costs and other due diligence, including a conservation easement appraisal, review appraisal, cultural resource assessment, and a Phase I environmental site assessment. We anticipate that our ongoing stewardship of this land will require \$25,000 to be invested in our Stewardship Fund.

The current plan for this project is to:

- March 2022 – Seek up to \$400,000 from the Conservation Futures Fund toward the conservation easement purchase price.
- Finalize the plan with the Jamestown S'Klallam Tribe for the use of up to \$500,000 in funding from Floodplains by Design towards this effort.
- May 2022 – Submit a proposal to WWRP for approximately \$450,000 for this project. In addition, the Land Trust will submit a request for a Waiver of Retroactivity, which if approved, would provide the ability to complete the project prior to approval and still be reimbursed.
- Based on the results of our Conservation Futures application and Waiver of

Retroactivity request, the Land Trust could begin the appraisal and complete the due diligence process over the summer of 2022.

- In the fall, the Land Trust will embark on a fundraising campaign to address remaining needs of this project.
- In a best-case scenario, the Land Trust could purchase the easement in late 2022 using funding from Floodplains by Design, fundraising results, and a loan from an internal Revolving Fund. When the results of our WWRP application are known in the spring of 2023, we could then finalize reimbursement first from the State, and then with the remainder from the Conservation Futures Fund.

4. Please share the economic viability of your farming business. Attach your business plan if available.

For the duration of the lease with the Smiths, there is a plan in place to address farm viability and financial self-sustainability. The Smith Family have been farming in the Sequim-Dungeness Valley for five generations and continuing to operate one of two remaining dairies a testament to their farm's economic viability. Ben Smith talks about Maple View Dairy, which this farm supports, in a Nature Conservancy article: <sup>1</sup>

If and when the land is passed along to a future generation of the landowners' family, the intended farmer may be Danny Rowland. He currently operates Misty Frog Acres in Battleground where he successfully raises pastured poultry, ducks, Icelandic sheep (for fiber and meat), French angora rabbits and pigeons. <sup>2</sup> They are currently trying to reduce the farm's carbon footprint by converting its equipment to electric, starting with three 1975 Power King tractors.

5. How long have you been farming and/or plan to continue farming this property into the future? Please attach farm plan for expected use of this property.

The Davis family plans to continue farming, and leasing to the Smiths at least for the short term. In the long-term, Danny Rowland and his family might farm.

The Smiths have an active lease, through December 31, 2025. As mentioned above, the Smiths are planning for some heifers in the eastern portion of the land they lease, and would move their heifers here to pasture.

Danny Rowland and his family are also interested in farming the land in the future, as mentioned above. His vision is regenerative agriculture. Danny would be the 4<sup>th</sup> generation of Davis' to farm the land.

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<sup>1</sup> [washingtonnature.org/fieldnotes/ben-smith-sequim-farmer-dungeness](http://washingtonnature.org/fieldnotes/ben-smith-sequim-farmer-dungeness)

<sup>2</sup> [mistyfrogacres.com](http://mistyfrogacres.com)

The family is working with the Conservation District to create a farm plan, which will detail expected use of the property, and will not conflict with the Smith's current nutrient management plan, which includes this property. The Smith's nutrient management plan is for all the land they farm, and is mainly focused on where and how much manure they can spread on the crops planted.

### **C. APPLICATION AGREEMENT**

It is understood that the above information is submitted in good faith, based on present expectations of the Applicant, to aid the Conservation Futures Advisory Board of Clallam County in its consideration of this application for the sale of a conservation easement.

The information in this application and supporting documents are true and complete to the best of my/our knowledge and are submitted for the purpose of the sale of a conservation easement. I/We understand that this application is subject to review by the Conservation Futures Advisory Board and the Board of Clallam County Commissioners in order to properly evaluate and process this application.

Dated at Portland Or, on the 22 day of February, 2022  
(City) (State)

Name and Signature of Applicant:



Thomas R. Sanford, Executive Director, North Olympic Land Trust

Name and Signature of Landowners:

Dana Davis



Robin Rowland

**C. APPLICATION AGREEMENT**

It is understood that the above information is submitted in good faith, based on present expectations of the Applicant, to aid the Conservation Futures Advisory Board of Clallam County in its consideration of this application for the sale of a conservation easement.

The information in this application and supporting documents are true and complete to the best of my/our knowledge and are submitted for the purpose of the sale of a conservation easement. I/We understand that this application is subject to review by the Conservation Futures Advisory Board and the Board of Clallam County Commissioners in order to properly evaluate and process this application.

Dated at Sequim WA, on the 2 day of 25, 2022  
(City) (State)

Name and Signature of Applicant:

Dana Davis  
Thomas R. Sanford, Executive Director, North Olympic Land Trust

Name and Signature of Landowners:

Dana Davis  
Dana Davis

Robin Rowland  
Robin Rowland

RECEIVED  
CLALLAM CO. COMMISSIONERS  
MAR 01 2022  
1...2...3...A...

## APPLICATION INSTRUCTIONS – GENERAL GUIDELINES

### **APPLICATION DEADLINE:**

Applications must be received at the Board of County Commissioner's Office, 223 East 4<sup>th</sup> Street, Suite 4, Port Angeles WA 98362-3015 (Clallam County Courthouse, main level, Room 150) until **12 p.m., Monday, March 14, 2022.**

The Clallam County Conservation Futures Program Advisory Board will review applications in a public meeting as determined at the Clallam County Courthouse, Commissioner's Boardroom 160. Applicants will be notified and attendance by the applicant's representative is required for presentation and questions. Following review, Clallam County Conservation Futures Program Advisory Board will forward its recommendation to the Board of County Commissioners.

### **APPLICATION SUBMITTAL INFORMATION:**

Submit the **original application and two copies to:**

Conservation Futures Program Advisory Board  
Board of Commissioner's Office  
223 East 4<sup>th</sup> Street, Suite 4 (Room 150)  
Port Angeles WA 98362-3015

**All copies need to be single sided and not stapled and no folders. All documents and brochures must be printed on 8.5 x 11 letter size paper to be accepted. Documents delivered to other offices and received late by the Commissioners' Office will not be considered nor will ones received by facsimile or e-mail. Submittals made in an incorrect format will not be considered.**

### **CONTACT INFORMATION:**

Questions can be directed to the Clerk of the Board by email at [agores@co.clallam.wa.us](mailto:agores@co.clallam.wa.us) or phone 360-417-2256

Clallam County Conservation Futures Program Advisory Board website can be found at this link: <http://www.clallam.net/bocc/CFPAB.html>

# NORTH OLYMPIC Land Trust



*Farms • Fish • Forests*

602 E. Front St.  
P.O. Box 2945 (mailing)  
Port Angeles, WA 98362  
Phone: (360) 417-1815  
NorthOlympicLandTrust.org  
info@northolympiclandtrust.org

## **Board of Directors**

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Richard Tucker

Jack Williams

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*John Willits, emeritus/in  
memoriam*

North Olympic Land Trust  
is accountable:



- Sound Finances
- Ethical Conduct
- Responsible Governance
- Lasting Stewardship

November 4, 2021

Gloria A Davis Family LP  
c/o Dana Davis  
834 Evans Rd  
Sequim, WA 98382

RECEIVED  
CLALLAM CO. COMMISSIONERS

MAR 14 2022

1...2...3...A...

Dear Davis family,

For the past 31 years, North Olympic Land Trust has been dedicated to the permanent conservation of open spaces, local food, local resources, healthy watershed, and recreational opportunities. Our mission is to conserve lands that sustain the communities of Clallam County. More than 3,700 acres has been conserved since 1990, including 670 acres of local farmland.

It is such a pleasure to work with your family toward the permanent conservation of the 56 acres of farm and forestland you own between Evans Rd and Sequim-Dungeness Rd.

Conserving your family's farm fits directly with the heart of our mission and in addition to the conserved acres of prime, productive, working farmland, and forestland which provides wildlife habitat, will extinguish at least 9 development rights, and ensure the farm remains forever available for agricultural production.

Thank you for working collaboratively with us on this exciting process to meet both yours and the community's goals.

As we've discussed, our intent is to purchase a permanent conservation easement from you at appraised value and to raise stewardship funds to ensure the long-term protection of your land. We would get the funding for this purchase through applying to a combination of public and private funders.

The conservation easement will do the following to permanently ensure your land is available for agriculture in perpetuity and to meet your long-term vision for the property:

- Prohibit subdivision and tie all 4 legal parcels, including the acre that your home is on, together as one 56 acre farm. The parcels could never be sold separately.
- Impervious surfaces (for example, a driveway or a building) will be limited.
- There would be a building envelope, as shown on Exhibit B, enclosed. The total area, accommodating all existing improvements, is an approximately 1.9 acre area. This is where supporting infrastructure (for example, a home or a barn) for the farm could be built, maintained, replaced and expanded, subject to the impervious surface limitations, to allow for future farmers to have the infrastructure they need to keep this as a working farm.
- There is a 44.9 acre Agricultural Zone that would be maintained as farmland. The Forest Zone, about 8.5 acres, would be available for personal use, such as firewood collection and forest management for disease

Our current plan for securing funding to purchase this conservation easement is to combine at least three funding sources. The first has already been secured from the Washington State Floodplains by Design program. We also intend to apply for Washington Wildlife and Recreation Program's Farmland Preservation Program (WWRP), and/or Clallam County's Conservation Futures. Finally, we assume there will be a public fundraising campaign that will allow the community to come together and help keep local farmland in farming.

Regarding our timeline moving forward, we can apply for WWRP funding in the spring of 2022, funds would be awarded the following year, and we usually need a year with the funding before we can close. The Clallam County Conservation Future's program is brand new and will be releasing their funding schedule soon. We expect to seek these funds in spring of 2022 as well.

We believe a public fundraising effort would occur during the fall harvest season of 2022.

Also, as we've chatted about, there is a potential of a bargain sale. In this scenario, you would be paid a portion of appraised fair market value of the conservation easement. The portion you were not paid for would be considered a donation, and might help offset the capital gains tax associated with the funding you receive for the easement.

Each of these processes are public. For the governmental grants, we will need to provide details about the farm and you and your family as the owners. For public fundraising, we focus on the land, its history and potential, and do not focus on the landowner.

It is the intent of the Land Trust to conserve Mid Valley Farm with a permanent conservation easement. As we move forward, it is possible some of the information above will change. When this occurs, we will be sure to be in touch as quickly as possible to update you and make sure you are still comfortable with proceeding. If you have any changes on your end, we ask that you let us know as soon as possible so we can help overcome any hurdles.

To begin this process, we request that you sign this letter and return to the Land Trust. In doing so, you acknowledge that you understand our intentions and agree that you are willing to engage in the process. You are agreeing that you are intending to sell a permanent conservation easement to the Land Trust, but are reserving the ability to step back from the process at any time.

Thank you for ongoing dedication to keep precious local farmland available for farming. It is a true honor to work with your family through this process.

My very best regards,



Michele Canale  
Land Protection Specialist

Disclaimer: North Olympic Land Trust cannot give legal or tax advice and therefore recommends that landowners consult with their legal and tax advisors throughout the conservation agreement process. Landowners should make decisions affecting ownership and use of their property after careful consideration and professional consultation.

Enclosures

**Landowner acknowledgement, agreeing in principle to the conservation easement and the process:**



Dana Davis

11-15-2021

Date



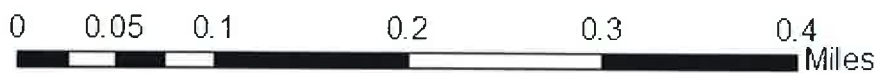
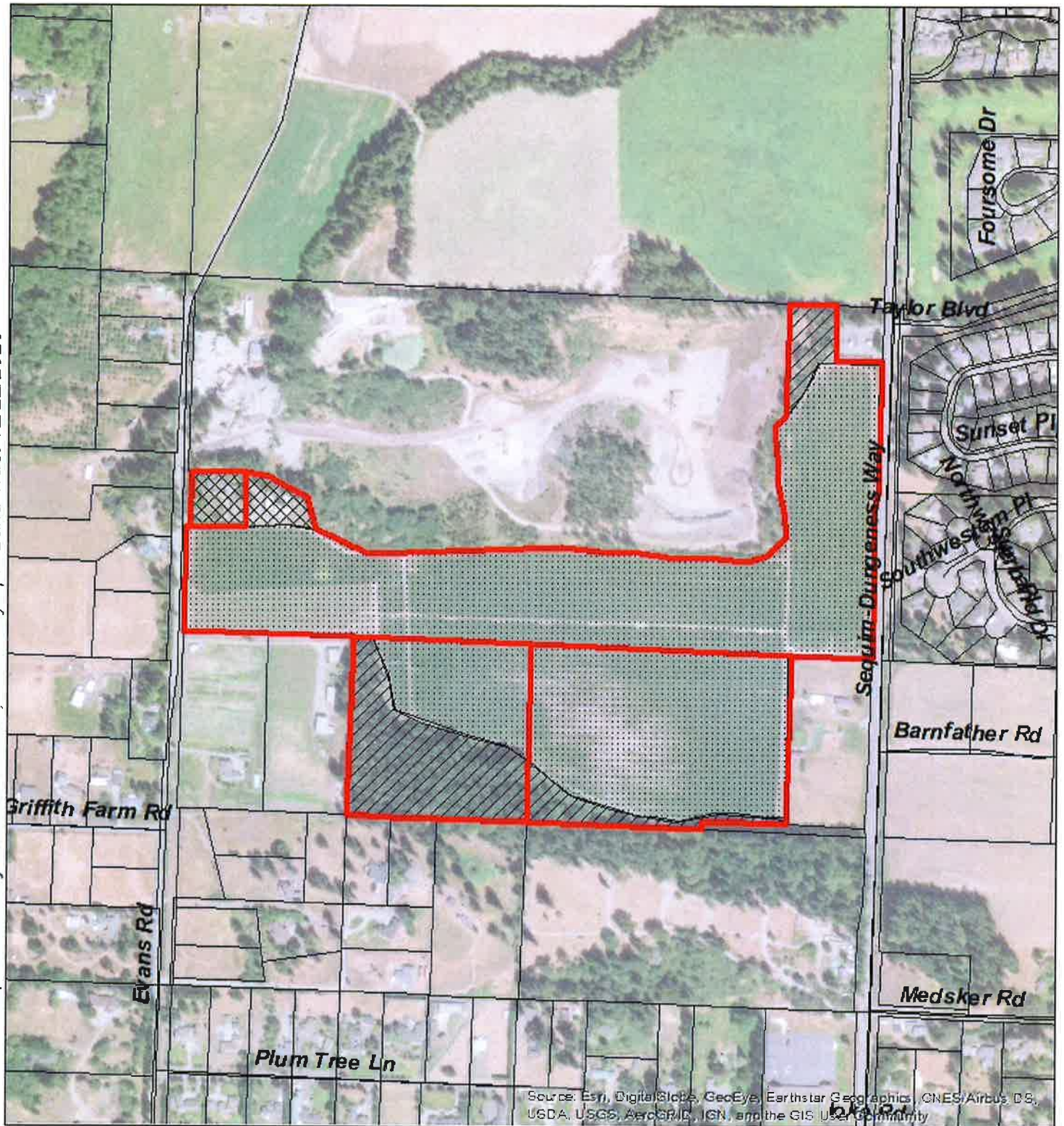
Robin Rowland

11/19/2021

Date

# Davis Farm, since 1945, 56 acres

Map created by Michele Canale, North Olympic Land Trust 12/22/2020



## Legend

- |                                                                                                   |                                                                                                  |
|---------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|
| <span style="border: 2px solid red; padding: 2px;"> </span> Proposed for conservation 2020        | <span style="border: 1px solid black; padding: 2px;">XXXXXX</span> Building envelope (1.9 acres) |
| <span style="border: 1px solid black; padding: 2px;">XXXXXX</span> Forest Zone (8.5 acres)        | <span style="border: 1px solid black; padding: 2px;"> </span> Clallam County parcels             |
| <span style="border: 1px solid black; padding: 2px;">XXXXXX</span> Agricultural Zone (44.9 acres) | <span style="border: 1px solid black; padding: 2px;">—</span> Roads                              |

**NORTH OLYMPIC  
Land Trust**  
*celebrating 30 years!*



ALTA Commitment for Title Insurance



ISSUED BY

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

**NOTICE**

**Order No.: 120916PS-SH**

**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 EXTRACTIONAL 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, OLD REPUBLIC NATIONAL 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 Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**Issued by:**

Olympic Peninsula Title Company  
403 S. Peabody Street  
Port Angeles, WA 98362  
Tel: 360-457-4451

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

*A Stock Company*  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By: Shellie Holden  
Shellie Holden, Title Examiner

By Mark A. Bisbey President

Attest David Wald Secretary

**ALTA Commitment for Title Insurance  
COMMITMENT CONDITIONS**

**1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "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.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in 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 shall not be 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.

**ALTA Commitment for Title Insurance  
COMMITMENT CONDITIONS – CONTINUED**

- (b) The Company shall not be 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 will only have liability 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 shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be 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) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (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 and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, 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 HAS BEEN ISSUED BY AN ISSUING AGENT**

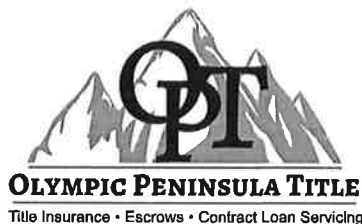
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**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.

ALTA Commitment for Title Insurance

403 S Peabody St  
Port Angeles WA 98362  
360-457-4451  
800-488-0865



495 W Spruce St  
Sequim WA 98382  
360-683-4179  
800-488-0864

[www.olympentitle.com](http://www.olympentitle.com)

**Prepared For:**  
North Olympic Land Trust  
PO Box 2945  
Port Angeles WA 98362  
Michele Canale

**Order No.: 120916PS-SH**  
**Reference: Gloria A. Davis Family LP**  
**834 Evans Rd**

**For Service on this order call: Shellie Holden at (360) 457-4451 Ext. 1006**  
**OR, send E-Mail message to: shellie@olympentitle.com**

**SCHEDULE A**

1. Commitment Date: **12/16/2020 at 8:30 a.m.**
2. Policy or Policies to be issued:  
2006 ALTA® Owner's Policy    ☒ Standard Coverage    ☐ Extended Coverage  
Amount \$50.00  

Premium: \$  
Sales Tax: \$  
Total: \$0.00

Proposed Insured: **Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below.**
3. The estate or interest in the Land described or referred to in this Commitment is: **Fee Simple**
4. Title to said estate or interest in the Land is at the Commitment Date vested in:  
**Gloria A. Davis Family Limited Partnership, a general partnership**
5. The Land referred to in this Commitment is situated in the County of Clallam, State of Washington, and is described as follows: **SEE EXHIBIT "A" ATTACHED HERETO:**

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**ALTA Commitment for Title Insurance  
EXHIBIT "A"**

Order No.: **120916PS-SH**

**PARCEL A:**

PARCEL 2 OF DAVIS SURVEY, RECORDED AUGUST 16, 2002 IN VOLUME 50 OF SURVEYS, PAGE 47, UNDER CLALLAM COUNTY RECORDING NO. 2002 1090449, BEING A PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 30 NORTH, RANGE 3 WEST, W.M., CLALLAM COUNTY, WASHINGTON.  
SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON.

**PARCEL B:**

THE NORTH HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST, OF SECTION 7, TOWNSHIP 30 NORTH, RANGE 3 WEST, W.M., CLALLAM COUNTY, WASHINGTON.  
SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON.

**PARCEL C:**

THE WEST 15 ACRES OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 30 NORTH, RANGE 3 WEST, W.M., CLALLAM COUNTY, WASHINGTON.  
SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON.

**ALTA Commitment for Title Insurance  
SCHEDULE B, PART I**

**Requirements**

Order No.: **120916PS-SH**

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. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this Commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
3. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid. An Owner's policy should reflect an amount at least equal to the full value of the estate insured without deduction of encumbrances. A Loan policy shall be issued in an amount equal to the amount of the loan unless there is additional collateral reducing the need for coverage. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
4. Pay the agreed amount for the estate or interest to be insured.
5. Pay the premiums, fees, and charges for the Policy to the Company.
6. 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.
7. Additional requirements and/or exceptions may be added as details of the transaction are disclosed to, or become known by the Company.
8. Due to the conflict between Federal and State laws concerning the cultivation, distribution, manufacture or sale of Marijuana (Cannabis), the Company is not able to Close or Insure any transactions involving land that is associated with these activities.
9. In order to assure timely recording, all recording packages should be sent to:  
Olympic Peninsula Title Company  
403 S. Peabody Street  
Port Angeles, WA 98362  
Attn: Recorder
10. Recording fees charged by Clallam County are billed as follows:  
Deeds: \$103.50 for the 1st page and \$1.00 for each additional page.  
Deeds of Trust: \$104.50 for the 1st page and \$1.00 for each additional page.  
  
Effective 7/28/2019 Deed fees will increase to \$103.50 for the first page, and Deed of Trust fees will increase to \$104.50.
11. Investigation should be made to determine if there are any service, installation, maintenance or construction charges for sewer, water, or electricity.

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### **ALTA Commitment for Title Insurance**

12. The Company requires the proposed insured to verify that the land covered by this Commitment is the land intended to be conveyed in this transaction. The description of the land may be incorrect, if the application for Title Insurance contained incomplete or inaccurate information. Notify the Company well before closing if changes are necessary. Closing instructions must indicate that the legal description has been reviewed and approved by all parties.
13. All documents recorded in Washington State **MUST** include an abbreviated legal description and the parcel number on the first page of the document. The abbreviated description for this property is:

PCL 2 DAVIS SVY V50 PG47 & PTN N2 S2 SE4 S7-T30M-R3W

### **NOTES:**

- a. In the event this transaction fails to close and the commitment is cancelled, a cancellation fee of \$50.00 + sales tax will be charged for services rendered in accordance with our rate schedule.
- b. Any map or sketch enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets or other parcels. No representation is made as to accuracy and the Company assumes no liability for any loss occurring by reason of reliance thereon.
- c. There are **NO** conveyances affecting said land recorded within 24 months of the date of this report.

**END OF SCHEDULE B, PART I**

**SCHEDULE B, PART II**  
**Exceptions**

Order No.: **120916PS-SH**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

- A.** 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.
- B. GENERAL EXCEPTIONS:**
  - 1. Rights or claims of parties in possession, or claiming possession, not shown by the Public Records.
  - 2. 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.
  - 3. Easements, prescriptive rights, rights-of-way, liens or encumbrances, or claims thereof, not shown by the Public Records.
  - 4. 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.
  - 5. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the Public Records.
  - 6. 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.
  - 7. Unpatented mining claims, and all rights relating thereto.
  - 8. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.
  - 9. Indian tribal codes or regulations, Indian treaty or aboriginal rights including easements or equitable servitudes.
  - 10. Water rights, claims or title to water.
  - 11. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
- C. SPECIAL EXCEPTIONS TO FOLLOW:**

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**SCHEDULE B – PART II  
SPECIAL EXCEPTIONS**

Order No.: **120916PS-SH**

1. REAL ESTATE EXCISE TAX PURSUANT TO THE AUTHORITY OF R.C.W. 82.45 AND SUBSEQUENT AMENDMENTS THERETO.

AS OF THE DATE HEREIN, THE EXCISE TAX RATE FOR SAID PROPERTY IS 1.6% ON THE FIRST \$500,000.00 OF THE SALES PRICE; 1.78% ON THE PORTION OF SALES PRICE \$500,000.01 UP TO \$1,500,000.00; 3.25% ON THE PORTION OF SALES PRICE \$1,500,000.01; AND 3.5% ON THE PORTION OF SALES PRICE \$3,000,000.01 OR MORE.

2. GENERAL TAXES, (ASSESSMENTS FOR FIRE PATROL, IRRIGATION AND/OR WEED CONTROL, IF ANY) AS FOLLOWS, TOGETHER WITH INTEREST, PENALTY AND STATUTORY FORECLOSURE COSTS, IF ANY, AFTER DELINQUENCY:

(1<sup>ST</sup> HALF DELINQUENT ON MAY 1; 2<sup>ND</sup> HALF DELINQUENT ON NOVEMBER 1)

TAX ACCOUNT NO.: 03-30-07-420000 (PARCEL A)  
PROPERTY ID NO.: 17647  
YEAR: 2020  
AMOUNT BILLED: \$402.64  
AMOUNT PAID: \$402.64  
PRINCIPAL BALANCE: NONE

TAX ACCOUNT NO.: 03-30-07-430000-1000 (PARCEL B)  
PROPERTY ID NO.: 17655  
YEAR: 2020  
AMOUNT BILLED: \$28.75  
AMOUNT PAID: \$28.75  
PRINCIPAL BALANCE: NONE

TAX ACCOUNT NO.: 03-30-07-430000-2001  
PROPERTY ID NO.: 17656  
YEAR: 2020  
AMOUNT BILLED: \$9.03  
AMOUNT PAID: \$9.03  
PRINCIPAL BALANCE: NONE

TAX ACCOUNT NO.: 03-30-07-440030-1000 (PARCEL C)  
PROPERTY ID NO.: 17695  
YEAR: 2020  
AMOUNT BILLED: \$86.24  
AMOUNT PAID: \$86.24  
PRINCIPAL BALANCE: NONE

TAX ACCOUNT NO.: 03-30-07-440030-2001  
PROPERTY ID NO.: 17696  
YEAR: 2020  
AMOUNT BILLED: \$2.37  
AMOUNT PAID: \$2.37  
PRINCIPAL BALANCE: NONE

3. LIABILITY FOR LIEN OF TAXES ON THE TIMBER LOCATED ON THE LAND. THE LANDS HEREIN DESCRIBED ARE DESIGNATED ON THE TAX ROLLS AS FOREST LAND PURSUANT TO R.C.W. 84.33, AND THE TIMBER LOCATED THEREON IS NOT TAXED AS REAL PROPERTY BUT WILL BE SUBJECT TO COLLECTION OF A TAX UPON HARVESTING THEREOF. IN THE EVENT THAT SAID LAND IS REMOVED FROM ITS PRESENT DESIGNATION OF FOREST LAND, IT MAY BECOME LIABLE TO ASSESSMENT OF A COMPENSATING TAX FOR PRIOR YEARS. ANY SALE OR TRANSFER OF SAID PROPERTY REQUIRES COMPLETING OF AN APPLICATION AND SUBMISSION TO THE COUNTY ASSESSOR WITHIN 60 DAYS OF SUCH SALE REQUESTING THAT THE CLASSIFICATION BE CONTINUED.  
AFFECTS: PARCEL B AND C
4. THE LANDS DESCRIBED HEREIN HAVE BEEN CLASSIFIED AS FARM AND AGRICULTURAL DISCLOSED BY NOTICE RECORDED APRIL 25, 2007 UNDER CLALLAM COUNTY RECORDING NO. 2007 1200118, AND ARE SUBJECT TO THE PROVISIONS OF R.C.W. 84.34, WHICH INCLUDE THE REQUIREMENT OF A CONTINUATION OF RESTRICTED USE IN ORDER TO CONTINUE THE PRESENT ASSESSMENT RATE. A CHANGE IN USE CAN CAUSE AN INCREASED ASSESSMENT RATE FOR PRESENT AND PAST YEARS. ANY SALE OR TRANSFER OF ALL OR A PORTION OF SAID LAND REQUIRES EXECUTION OF A NOTICE OF COMPLIANCE FORM ATTACHED TO THE EXCISE TAX AFFIDAVIT.  
AFFECTS: PARCEL A
5. ALL COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS OR OTHER SERVITUDES, IF ANY, DISCLOSED BY DAVIS SURVEY RECORDED UNDER CLALLAM COUNTY RECORDING NO. 2002 1090449, BUT OMITTING COVENANTS OR RESTRICTIONS, IF ANY, 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.

RIGHTS OR BENEFITS, IF ANY, WHICH MAY BE DISCLOSED BY THE RECORDED DOCUMENT(S) ABOVE AFFECTING LAND OUTSIDE THE BOUNDARY DESCRIBED HEREIN.

6. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: PUBLIC UTILITY DISTRICT NO. 1 OF CLALLAM COUNTY  
PURPOSE: ELECTRIC TRANSMISSION AND DISTRIBUTION LINE OR SYSTEM  
AREA AFFECTED: PORTION OF PROPERTY HEREIN DESCRIBED  
RECORDED: JUNE 8, 1981  
RECORDING NO.: 520612

7. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: PUBLIC UTILITY DISTRICT NO. 1 OF CLALLAM COUNTY  
PURPOSE: ELECTRIC TRANSMISSION AND DISTRIBUTION LINE OR SYSTEM  
AREA AFFECTED: PORTION OF PROPERTY HEREIN DESCRIBED  
RECORDED: SEPTEMBER 12, 1997  
RECORDING NO.: 761034

8. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: PUBLIC UTILITY DISTRICT NO. 1 OF CLALLAM COUNTY  
PURPOSE: ELECTRIC TRANSMISSION AND DISTRIBUTION LINE OR SYSTEM  
AREA AFFECTED: PORTION OF PROPERTY HEREIN DESCRIBED  
RECORDED: JUNE 12, 2002  
RECORDING NO.: 2002 1086749

9. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: PUBLIC UTILITY DISTRICT NO. 1 OF CLALLAM COUNTY  
PURPOSE: ELECTRIC TRANSMISSION AND DISTRIBUTION LINE OR SYSTEM  
AREA AFFECTED: PORTION OF PROPERTY HEREIN DESCRIBED  
RECORDED: NOVEMBER 22, 2005  
RECORDING NO.: 2005 1169910

10. PLEASE BE ADVISED THAT OUR SEARCH DID NOT DISCLOSE ANY OPEN DEEDS OF TRUST OF RECORD. IF YOU SHOULD HAVE KNOWLEDGE OF ANY OUTSTANDING OBLIGATION, PLEASE CONTACT THE TITLE DEPARTMENT IMMEDIATELY FOR FURTHER REVIEW PRIOR TO CLOSING.

11. TERMS AND CONDITIONS OF THE PARTNERSHIP AGREEMENTS UNDER WHICH TITLE IS CLAIMED. AN EXECUTED COPY OF THE PARTNERSHIP AGREEMENT AND AMENDMENTS, IF ANY, OF GLORIA A DAVIS FAMILY LIMITED PARTNERSHIP, PUPOREDLY A PARTNERSHIP, SHOULD BE SUBMITTED TO THE COMPANY.

ANY CONVEYANCE OR ENCUMBRANCE OF PARTNERSHIP PROPERTY SHOULD BE EXECUTED BY ALL PARTNERS AND THEIR SPOUSES UNLESS OTHERWISE PROVIDED FOR IN THE AGREEMENT.

**END OF SPECIAL EXCEPTIONS**

716060

FILED FOR RECORD AT THE CLERK'S OFFICE

*John R. Rutz*  
NOTARY PUBLIC

DEC - 9 PM 3:01

1078 702

QUIT CLAIM DEED

THE GRANTOR, GLORIA A. DAVIS, for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUATION CONSIDERATION, conveys and quit claims to GLORIA A. DAVIS FAMILY LIMITED PARTNERSHIP any interest she may have in the following-described real estate, situate in the County of Clallam, State of Washington, including any interest therein which grantor may hereafter acquire:

See Exhibit A attached hereto and by this reference incorporated herein as though fully set forth.

DATED this 6 day of December, 1994.

*Gloria A. Davis*  
Gloria A. Davis

STATE OF WASHINGTON )  
COUNTY OF CLALLAM ) ss.

On this day personally appeared before me GLORIA A. DAVIS, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me 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 6 day of December, 1994.

Notary Signature:  
Typed/Printed Name:

Title/Residence:  
Expiration:

*John R. Rutz*  
John R. Rutz  
NOTARY PUBLIC in and for the State of Washington, residing at Port Angeles. My appointment expires July 11, 1997

NO. 1537  
CLALLAM COUNTY  
TRANSACTION EXCISE TAX  
PAID DEC - 9 1994  
AMOUNT  
COUNTY TREASURER  
BY *John R. Rutz*

BOOK 1078 PAGE 702

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 30 NORTH, RANGE 3 WEST, W.M. CLALLAM CO., WA., DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID S.E. 1/4; THENCE S01°51'44"W, ALONG THE WEST LINE THEREOF, 948.71 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING S01°51'44"W, 392.63 FEET TO THE N.W. CORNER OF THE S.W. 1/4 OF SAID S.E. 1/4; THENCE S87°42'48"E ALONG THE NORTH LINE OF SAID S.W. 1/4 OF THE S.E. 1/4, 663.20 FEET TO THE N.E. CORNER OF THE N.W. 1/4 OF SAID S.W. 1/4, S.E. 1/4; THENCE S01°47'15"W 668.99 FEET TO THE S.E. CORNER OF SAID N.W. 1/4, S.W. 1/4, S.E. 1/4; THENCE S87°52'28"E, ALONG THE SOUTH LINE OF THE NORTH 1/2, SOUTH 1/2 OF SAID S.E. 1/4, 1335.42 FEET; THENCE N01°37'26"E 30.00 FEET; THENCE S87°52'28"E 309.91 FEET TO THE EAST LINE OF THE WEST 15.00 ACRES OF THE N1/2, S.E. 1/4 OF SAID S.E. 1/4; THENCE N01°44'15"E, ALONG SAID EAST LINE, 634.35 FEET TO THE NORTH LINE OF THE S1/2 OF SAID S.E. 1/4; THENCE S87°42'48"E, ALONG SAID NORTH LINE, 344.58 FEET TO THE EAST LINE OF SAID S.E. 1/4; THENCE N01°37'26"E, ALONG SAID EAST LINE, 1118.03 FEET TO THE S.E. CORNER OF TAX # 3922 AS PER AUDITOR'S FILE NO. 370448; THENCE N87°23'46"W 208.74 FEET TO THE S.W. CORNER OF SAID TAX # 3922; THENCE N01°37'26"E 208.74 FEET TO THE NORTH LINE OF SAID S.E. 1/4 AND THE N.W. CORNER OF SAID TAX # 3922; THENCE N87°23'46"W ALONG SAID NORTH LINE, 2168.37 FEET TO THE N.E. CORNER OF THE NORTH 185.00 FEET OF THE WEST 270.00 FEET OF SAID S.E. 1/4; THENCE S01°51'44"W 185.01 FEET TO THE S.E. CORNER OF SAID NORTH 185.00 FEET OF THE WEST 270.00 FEET; THENCE S87°23'46"E 79.68 FEET; THENCE S02°36'14"W 114.98 FEET; THENCE S87°23'46"E 1250.00 FEET; THENCE S02°36'14"W 550.00 FEET; THENCE N87°23'46"W 1130.00 FEET; THENCE N02°36'14"E 40.00 FEET; THENCE N64°07'04"W 177.24 FEET; THENCE N87°23'46"W 61.29 FEET TO THE N.E. CORNER OF THE DANA DAVIS PARCEL PER AUDITOR'S FILE NO. 439688; THENCE S01°51'44"W 208.71 FEET TO THE S.E. CORNER OF SAID DANA DAVIS PARCEL; THENCE N87°23'46"W 238.71 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION EXCEPT RIGHT-OF-WAY FOR PUBLIC ROADS.

09072

2 of 2

BOOK 1078 PAGE 703

EXHIBIT A

WD  
Joseph M. Sylvia , a single man  
to  
Antonio Vargas, a bachelor

219241 ✓  
Da. Sept 16, 1937  
Fl. Nov 1, 1945  
Vol. 175 P. 245 ✓  
\$10.00

C & W to 2p the fol desd re, sit in CCSW:

SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Sec 5, Twp 29 North, Range 2 West, WM., and  
The S $\frac{1}{2}$  of the SE $\frac{1}{4}$  and the SE $\frac{1}{4}$  of the SW $\frac{1}{4}$ , excepting (9) acres,  
as deeded to Louisa Capriotti, in Vol 87 of DEeds, Page 633,  
Records of CC-, all in Sec 6, Twp 29 NR 2, WM.

Fed Stamps \$ 2.20  
State " \$ 2.00

Joseph M. Sylvia

Ack. Sept 16, 1945 in CCSW by Joseph M. Sylvia , a single man as  
his fivad before John M. Wilson npss nsx Nov 20, 1937.

-----  
Wd  
James J. Gallacci and Gladys Marie  
Gallacci, hw  
to  
Robert W. Davis and Gloria A. Davis, hw

219242 ✓  
Da. Oct 20, 1945  
Fl. Nov 1, 1945  
Vol. 175 P. 247 ✓  
\$10.00 and other valuable  
Consideration

C & W to 2p the fol desd re, sit in CCSW:

The North half of the Southeast Quarter, and the North half of the  
East half of the Southwest quarter of the Southeast quarter, all  
in Sec (7) , Twp (30) NR (3) WWM. Except right of way for existing  
public roads.

Fed Stamps \$ 9.90  
State " \$ 9.00

James J. Gallacci  
Gladys Marie Gallacci

Ack. Oct 20, 1945 in CCSW by James J. Gallacci and Gladys Marie  
Gallacci, hw as their fivad before R. E. Davis npss nsx June 18,  
1949.

-----  
Mtg  
Richard A . Morrish and Violet Morrish,  
hw, to  
First National Bank in PA,

219243 ✓  
Da. Oct 31, 1945  
Fl. Nov 1, 1945  
Vol. 70 P. 77 ✓  
\$

1p Mtgs to 2p to sec payt of (\$1500.00) and int thereon accdg  
to the terms of lpn dated Oct 31, 1945, ssss renewals and  
extensions thereof, the fol desd re, sit in CCSW, to-wit:

Lots (14) and (15) in Block (6) of Englewood Addition to PAW-,  
as per plat thereof recorded in Vol 1 of Plats, page 115, records  
of CC,

Richard A. Morrish  
Violet Morrish

Ack. Oct 31, 1945 in CCSW by Richard A. Morrish and Violet Morrish  
,hw, as their fivad before D. H. Lutz npss nsx June 25, 1947

-----  
Bill of Sale ✓  
Peninsula Plywood Corporation, a corp  
of PACCSW-  
to  
Brad Fox

219245 ✓  
Da. Oct 30, 1945  
Fl. Nov 1, 1945  
Vol. 8 P. 176 ✓

1p for and in condideration of the sum of \$1200.00) to it in  
hand paid by 2p the receipt whereof is hereby ackd does by these  
presents, G, B, S, and Deliver unto 2p the fol desd personal property  
now located at Marine Drive PACCSW, to-wit:

Tt certain frame structure located on the North side of Marine Drive  
in the City of PA, between Pine and Valley Streets, known as the  
Morgan Mill Office.

319682 cont

All shore lands of the second class, owned by the State of Washington, situate in front of, adjacent to or abutting upon lots (1) and (2), section (25), township (30) north, range (13) west of the Willamette Meridian, with a total frontage of 22.07 lineal chains, m/1, measured alg the meander ln, acc to a certified copy of the government field notes of the survey thof on file in the office of the Commissioner of Public Lands at Olympia, Washington.

MINERAL RESERVATIONS

\$.55 Fed. Stamp  
EXEMPT

xen ok  
certification of State that foregoing is true copy of original

WD Fld February 16, 1960  
February 12, 1960 \$4500.00

8:30(CCTCo)  
Fed Land Bank

319683

25/6/264

Genevieve L. Smith, as her sep est  
Robert W. Davis and Gloria A. Davis, husb and wf  
fp cy and war to sp

The West 15 acres of the (N $\frac{1}{2}$ ) of the (SE $\frac{1}{4}$ ) of the (SE $\frac{1}{4}$ ) of Section 7, Township 30 North, Range 3 West of the Willamette Meridian, except that ptn lying within the South 30 feet of the East 10 acres of sd North half of the Southeast Quarter of the Southeast Quarter.

\$4.50 and \$4.95 stamps  
\$45.00 Excise Tax Paid - \$4500.00 - #3001

xen ok

Mtg Fld February 16, 1960  
February 9, 1960 \$13,500.00

8:30(CCTCo)

319684

144/605

Robert W. Davis and Gloria A. Davis, husb and wf  
The Federal Land Bank of Spokane, a corporation  
fp gbsc and mtg to sp

Parcel A:  
The North Half of the Southeast Quarter and the North Half of the East Half of the Southwest Quarter of the Southeast Quarter of Section 7, Township 30 North, Range 3 West of the Willamette Meridian, except right of way for public roads.

Parcel B:  
The West 15 acres of the North Half of the Southeast Quarter of the Southeast Quarter of Section 7, Township 30 North, Range 3 West of the Willamette Meridian, except that ptn lying within the South 30 feet of the East 10 acres of sd North Half of the Southeast Quarter of the Southeast Quarter.

Togw all pumps, motors, and other irrigation equipment now or hereafter used with sd property, which are hby declared appurtenant thereto.

tsp of (\$13,500.00) with int thon from dt at the rate of 6% per annum on the principal sum from ti to ti remaining unpd acc to the terms of one pn bed herewith.

xen ok

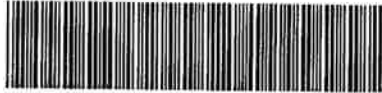
FILED FOR RECORD AT THE REQUEST

OF CC ASSESSOR  
RECORDED IN RECORDS CLALLAM CO.

2003 MAY -2 AM 8:32

When Recorded Return to:

Clallam County Assessor



2003 1107361 Clallam  
County

**NOTICE OF APPROVAL FOR DESIGNATED FOREST LAND  
CHAPTER 84.33 RCW**

Grantor(s) Clallam County Assessor

Grantee(s) Gloria A. Davis Family LP

Legal Description

Assessor's Property Tax Parcel or Account Number 033007440030, 033007430000, 033007410000

Reference Numbers of Documents Assigned or Released Per Timber Management Plan

Gloria A. Davis Family LP

(Owner's Name)

972 Evans Road

(Street Address)

Sequim, WA. 98382

(City, State, Zip)

You are hereby notified that the above-described land has been approved for designated forest land under RCW 84.33.130 and 140. (See definition of "Forest Land" and "Designated Forest Land" on back of form.)

Upon removal from designated forest land, a compensating tax shall be imposed upon the land based on the following procedure:

1. The designated forest land value at the time of removal is subtracted from the true and fair value of the land at the time of removal.
2. The result is multiplied by the last levy rate extended against the land.
3. This result is multiplied by the number of years in designation (not to exceed 9).
4. In the year of removal, the tax is calculated based on the true and fair value of the land.
5. The total tax due is equal to the compensating tax plus a recording fee.

**FOREST LAND** is synonymous with designated forest land and means all contiguous land in common ownership of 20 or more acres, which is primarily devoted to and used for growing and harvesting timber and means land only.

**DESIGNATED FOREST LAND** is land which is primarily devoted to and used for growing and harvesting timber, but its value for other purposes may be greater than its value for use as forest land.

**COMPENSATING TAX** is not imposed if the removal of designation resulted solely from:

1. Transfer to a government entity in exchange for other forest land located within the state;
2. A taking through the exercise of the power of eminent domain, or sale or transfer to an entity having the power of eminent domain in anticipation of the exercise of such power;
3. A donation of fee title, development rights or the right to harvest timber to a government agency or qualified organization, or sale or transfer of fee title to a governmental entity or nonprofit nature conservancy corporation, exclusively for the protection and conservation of lands recommended for State Natural Area Preserve purposes by the Natural Heritage Council. When the land is no longer used for these purposes, the compensating tax will be imposed upon the current owner;
4. The sale or transfer of title to the Parks and Recreation Commission for park and recreation purposes.
5. Official action by an agency of the State of Washington or by the county or city within which the land is located that disallows the present use of such land;
6. The creation, sale, or transfer of forestry riparian easements under RCW 76.13.120;
7. The creation, sale, or transfer of a fee interest or a conservation easement for the riparian open space program under RCW 76.09.040;
8. The sale or transfer of land within two years after the death of the owner of at least a fifty percent interest in the land if the land has been assessed and valued as designated forest land under this chapter 84.33 RCW, or classified under chapter 84.34 RCW continuously since 1993;
9. The sale or transfer of land after the death of the owner of at least a fifty percent interest in the land if the land has been assessed and valued as designated forest land under this chapter 84.33 RCW, or classified under chapter 84.34 RCW continuously since 1993, and the sale or transfer takes place within two years after July 22, 2001, and the death of the owner occurred after January 1, 1991;
10. The date of death shown on a death certificate is the date used.

Within 30 days of a Notice of Removal, the landowner may apply for classification as Open Space Land, Farm and Agricultural Land or Timber Land. No compensating tax would be due until the application is denied, or, if approved, the property is later removed from Open Space under RCW 84.34.108.

| Notice of Landowner Not Desiring Designation as Forest Land                                                                                                                                    |              |                                |              |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|--------------------------------|--------------|
| If you do not wish to have such land assessed and valued as designated forest land, you must give the Assessor's Office written notice thereof on or before March 31, _____.                   |              |                                |              |
| As owner(s) of the land described in this notice, I (we) hereby indicate by signature that I (we) do not wish to have this land assessed and valued as designated forest land by the Assessor. |              |                                |              |
| Owner(s) or Contract Purchaser(s) Signature(s) and Date:                                                                                                                                       |              |                                |              |
| (Signature) _____                                                                                                                                                                              | (Date) _____ | (Signature) _____              | (Date) _____ |
| (Signature) _____                                                                                                                                                                              | (Date) _____ | (Signature) _____              | (Date) _____ |
| Date of Notice _____                                                                                                                                                                           |              | Assessor _____<br>County _____ |              |

For tax assistance, visit <http://dor.wa.gov> or call (800) 647-7706. To inquire about the availability of this document in an alternate format for the visually impaired, please call (360) 486-2342. Teletype (TTY) users may call (800) 451-7985.

When Recorded Return to:

Clallam County Assessor  
223 East 4<sup>th</sup> Street, Suite 2  
Port Angeles, WA 98362



2007 1200118

Clallam  
County

Assessor  
RECORDED IN PROPOSED CLALLAM CO

2007 APR 25 AM 11:05

①

**NOTICE OF APPROVAL OR DENIAL OF APPLICATION FOR CLASSIFICATION AS  
FARM AND AGRICULTURAL LAND UNDER RCW 84.34.020(2)**

Grantor(s) CLALLAM COUNTY  
Grantee(s) GLORIA A DAVIS FAMILY LP  
Legal Description 1A IN PT PAR 2 SURV V50 P47  
FKA 5A IN NWSE EXC R/W & EXC TX#7796  
SURVEY V45 P3 1.00A  
Assessor's Property Tax Parcel or Account Number 033007-420000-2001  
Reference Numbers of Documents Assigned or Released \_\_\_\_\_

Your application for Farm and Agriculture classification has been:

- ☒ Approved in Whole      ☐ Approved in Part  
☐ Denied in Whole      ☐ Denied in Part  
☐ Transferred from RCW 84.33

**Partial Approval**

Legal description for partial approval

**Denial** – A portion or all of the land described above has been denied classification.  
Reason for denial

**Appeal** – A denial of an application as Farm and Agricultural land may be appealed to the County Board of Equalization. The appeal must be filed within 30 days of the date of notice of denial or July 1 of the current year, whichever is later.

Linda Gerdon-Snyder

County Assessor or Deputy

April 20, 2007

Date

Prepare in duplicate. If denied, send original to land owner. If approved, file original with auditor. When returned from auditor send land owner a copy. Retain original with recording information.

For tax assistance, visit <http://dor.wa.gov> or call (800) 647-7706. To inquire about the availability of this document in an alternate format for the visually impaired, please call (360) 486-2342. Teletype (TTY) users may call (800) 451-7985.

[Over-Under]

57012

RIGHT OF WAY EASEMENT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, owners of the land below described, hereby grant to Public Utility District No. 1 of Clallam County, a municipal corporation, the perpetual right to place, locate, construct, reconstruct, operate, repair, maintain, replace and keep clear thereon an overhead and/or underground electric transmission and distribution line or system, together with such communication lines and equipment as may be placed upon the poles or other structures thereof by the grantee or by others with its consent, including the right to cut and trim trees to the extent necessary to keep them clear of such line or system and to cut down, from time to time, all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.

The land referred to is in Clallam County, Washington, and described as follows:

The West 30.00 feet of the South 250.00 feet of the Northwest quarter of the Southeast quarter, Section 7, Township 30 North, Range 3 West, W.M.

651 JUN -8 PM 12:23

603 657

57012

Grantee shall at all times have the right to full and free ingress to and egress from said property for all purposes herein mentioned and to remove at any time any and all of the poles, wires and other articles constituting such electric system.

The rights herein granted shall inure to the benefit of the grantee's successors and assigns, including any party to which it may grant contact, joint user or other similar rights.

DATED 4-15-81

*[Signature]*

WITNESS:

*[Signature]*

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF CLALLAM )

This is to certify that on this 15<sup>th</sup> day of April 1981 personally appeared before me Dana Davis to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed the same as a free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 15<sup>th</sup> day of April 1981.

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

VOL 603 657

FILED FOR RECORD AT THE REQUEST

OF PUD  
RECORDED IN RECORDS/CLALLAM CO.

97 SEP 12 AM 8:55

1300-810  
CLALLAM COUNTY, WASH.  
BY [Signature] DEPUTY

761034

Return Address:  
P.U.D. NO. 1 OF CLALLAM COUNTY  
Post Office Box 1090  
Port Angeles, WA 98362

[Over-Under]

**RIGHT-OF-WAY EASEMENT**

Reference # (if applicable)

Additional on page

Grantor(s) Last name first;  
then first and initials

(1) DAVIS, GLORIA A.

(2)

Additional on page

Grantee(s) Last name first;  
then first and initials

P.U.D. No. 1 of Clallam County

Legal Description:

A PORTION OF NE 1/4 OF SE 1/4

SEC. 7, T. 30N, R. 3W Additional on page

Assessor's Tax Parcel #:

033007410000

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, owners of the land below described, hereby grant(s) to PUBLIC UTILITY DISTRICT NO. 1 OF CLALLAM COUNTY, a municipal corporation, a perpetual easement on, over, under, and across said land for the right to place, locate, construct, reconstruct, operate, repair, maintain, replace, and keep clear thereon an overhead and/or underground electric transmission and distribution line or system, together with such communications lines and equipment as may be placed upon the poles or other structures thereof by the grantee or by others with its consent, including the right to cut and trim trees to the extent necessary to keep them clear of such line or system and to cut down, from time to time, all dead, weak, leaning, or dangerous trees that are tall enough to strike the wires in falling.

The land referred to is in Section(s) 7, Township 30 North, Range 3 West, W.M., CLALLAM County, Washington; and the easement is more specifically described as follows:

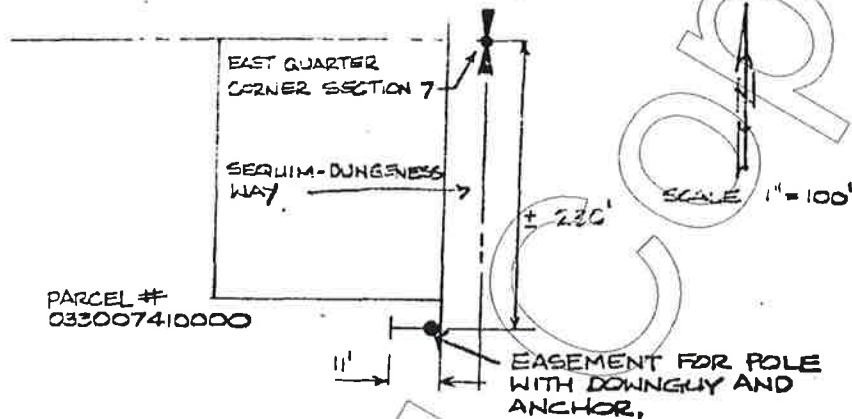
A PORTION OF THE NORTHEAST QUARTER OF THE  
SOUTHEAST QUARTER OF SECTION 7,  
TOWNSHIP 30 NORTH, RANGE 3 WEST, W.M.

Continued on Other Side (page 2)



BOOK 1200 PAGE 810

(Continue Legal Description Below)  
A PORTION OF THE NORTHEAST QUARTER OF THE  
SOUTHEAST QUARTER OF SECTION 7, AS SHOWN  
BELOW.



Grantee shall at all times have the right to full and free ingress to and egress from said property for all purposes herein mentioned and to remove at any time any and all of the poles, wires, and other articles constituting such electrical system.

The rights herein granted shall inure to the benefit of the grantee's successors and assigns, including any party to which it may grant contact, joint user, or other similar rights.

DATED 9-5-97

Gloria A. Davis

STATE OF WASHINGTON }  
COUNTY OF CLALLAM } ss.

This is to certify that on this 5th day of SEPTEMBER, 1997, personally appeared before me GLORIA A. DAVIS to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that SHE signed the same as A free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 5th day of SEPTEMBER, 1997.



Mark M. Hackett  
NOTARY PUBLIC in and for the State of Washington,  
residing at PORT ANGELES.

P.U.D.

OF  
RECORDED IN RECORD BOOK CLALLAM CO

2002 JUN 12 PM 12:25



2002 1086749

Clallam  
County**Return Address:**

P.U.D. NO. 1 OF CLALLAM COUNTY

Post Office Box 1090

Port Angeles, WA 98362

[Over-Under]

**RIGHT-OF-WAY EASEMENT**

Reference # (if applicable)

Additional on page

Grantor(s) Last name first;  
then first and initials(1) DAVIS GLORIA(2) G. A. D

Additional on page

Grantee(s) Last name first;  
then first and initials

P.U.D. No. 1 of Clallam County

Legal Description:

NWSE 8.00A Survey V45 P3

Additional on page

Assessor's Tax Parcel #:

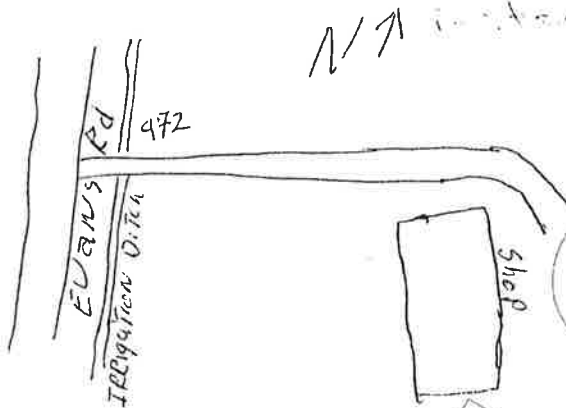
7796 / RP 033007 420000 200212 Digits

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, owners of the land below described, hereby grant(s) to PUBLIC UTILITY DISTRICT NO. 1 OF CLALLAM COUNTY, a municipal corporation, a perpetual easement on, over, under, and across said land for the right to place, locate, construct, reconstruct, operate, repair, maintain, replace, and keep clear thereon an overhead and/or underground electric transmission and distribution line or system, together with such communications lines and equipment as may be placed upon the poles or other structures thereof by the grantee or by others with its consent, including the right to cut and trim trees to the extent necessary to keep them clear of such line or system and to cut down, from time to time, all dead, weak, leaning, or dangerous trees that are tall enough to strike the wires in falling.

The land referred to is in Section(s) 7, Township 30 North,  
Range 34 West, W.M., Clallam County, Washington; and the  
easement is more specifically described as follows:

(Continue Legal Description Below)

DRIVEWAY AT 972 EVANS RD  
TO PROCEED AXP 250 FEET TO SERVICE  
OUT BUILDING



Grantee shall at all times have the right to full and free ingress to and egress from said property for all purposes herein mentioned and to remove at any time any and all of the poles, wires, and other articles constituting such electrical system.

The rights herein granted shall inure to the benefit of the grantee's successors and assigns, including any party to which it may grant contact, joint user, or other similar rights.

DATED 5-24-02 Dana Davis  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF WASHINGTON }  
                                  } ss.  
COUNTY OF CLALLAM }

This is to certify that on this 24<sup>th</sup> day of May, 2002, personally appeared before me Dana Davis to me known to be the individual he described in and who executed the 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 May, 2002.



Tami Herman  
NOTARY PUBLIC in and for the State of Washington,  
residing at Sequim Wa

Return Address:  
P.U.D. NO. 1 OF CLALLA  
Post Office Box 1090  
Port Angeles, WA 98362



2005 1169910 Clallam County

FILED FOR RECORD AT THE REQUEST  
OF P.U.D.  
RECORDED IN RECORD BOOK CLALLAM CO  
2005 NOV 22 PM 1:39

**RIGHT-OF-WAY EASEMENT**

Reference # (if applicable)

Additional on page

Grantor(s) Last name first;  
then first and initials

Davis, Dana

Additional on page

Grantee(s) Last name first;  
then first and initials

P.U.D. No. 1 of Clallam County

Legal Description:

TX#7796 NWSE 1A

Additional on page 2

Assessor's Tax Parcel #:

033007420070

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, owners of the land below described, hereby grant(s) to PUBLIC UTILITY DISTRICT NO. 1 OF CLALLAM COUNTY, a municipal corporation, a perpetual easement on, over, under, and across said land for the right to place, locate, construct, reconstruct, repair, maintain, replace, and keep clear thereon an overhead and/or underground electric transmission and distribution line or system, together with such communications lines and equipment as may be placed upon the poles or other structures thereof by the grantee or by others with its consent, including the right to cut and trim trees to the extent necessary to keep them clear of such line or system and to cut down, from time to time, all dead, weak, leaning, or dangerous trees that are tall enough to strike the wires in falling.

The land referred to is in Section-07--, Township -30-- North, Range -03-- West, W.M., Clallam County, Washington; and the easement is more specifically described as follows:

An easement fifteen feet in width, centered on cable as installed, extending from PUD Pole #3003-075301 on west property boundary at Evans Road in an easterly direction for approximately three hundred and twenty-five feet to, and including, the transformer site.

Easement is for pad mounted equipment and power cable.

(Continue Legal Description Below)

The West 238.71 feet of the South 208.71 feet of the North 948.71 feet (as measured across the West boundary) of the Northwest Quarter of the Southeast Quarter of Section 7, Township 30 North, Range 3 West, W.M., EXCEPT County Road No. 5165 known as Edgington Road; situate in Clallam County, Washington.

Grantee shall at all times have the right to full and free ingress to and egress from said property for all purposes herein mentioned and to remove at any time any and all of the poles, wires, and other articles constituting such electrical system.

The rights herein granted shall inure to the benefit of the grantee's successors and assigns, including any party to which it may grant contact, joint user, or other similar rights.

DATED 10-26-05

Dana Davis

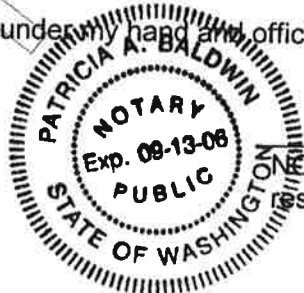
STATE OF WASHINGTON }

} ss.

COUNTY OF CLALLAM }

This is to certify that on this 26th day of October, 2005, personally appeared before me Dana Davis, to me known to be the individual(s) described in and who executed the 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 26th day of October, 2005.



Patricia A. Baldwin

NOTARY PUBLIC in and for the State of Washington,  
residing at SEQUIM

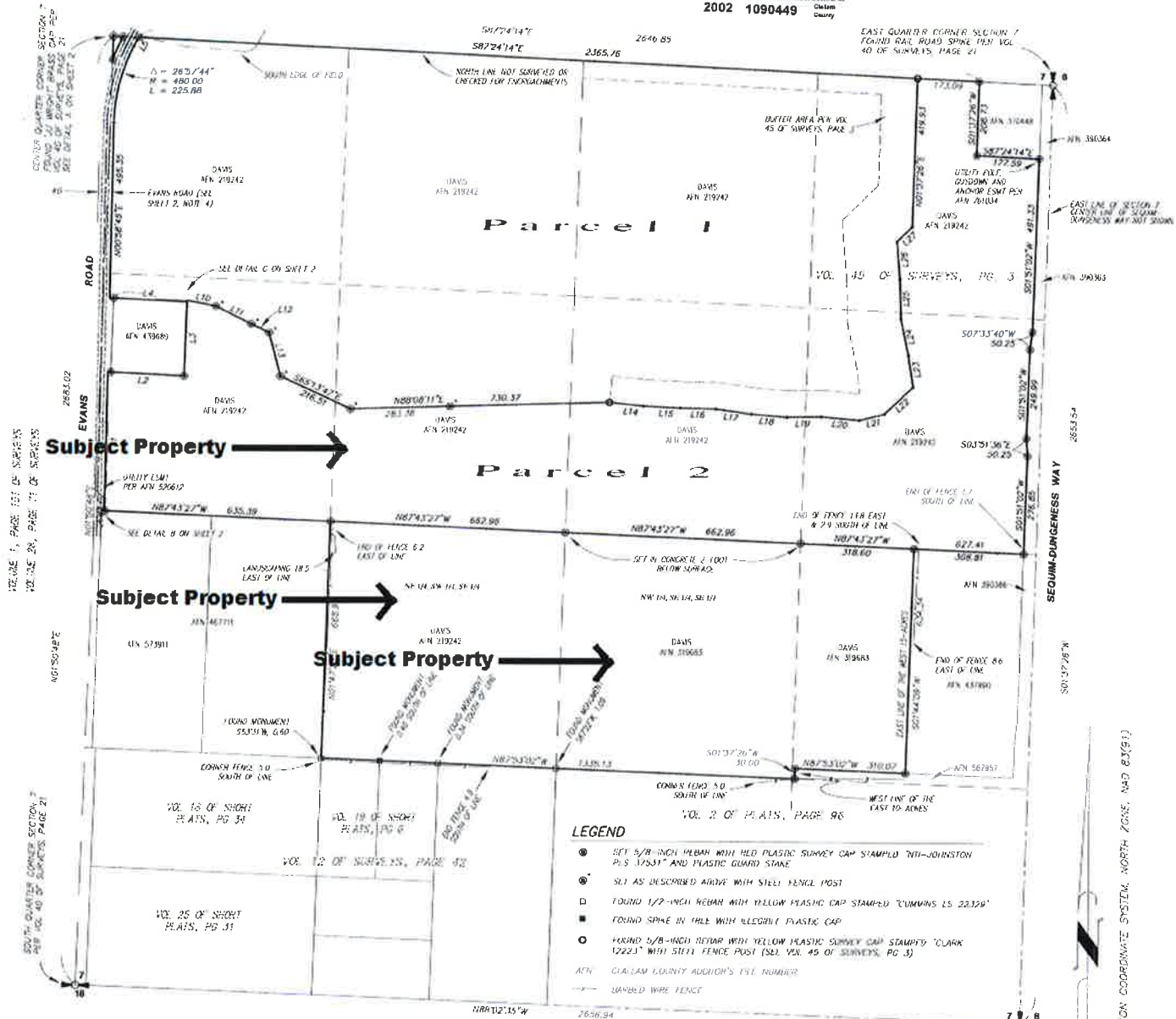
# Davis Survey

of a portion of the Southeast Quarter of Section 7,  
Township 30 North, Range 3 West, W.M., Clallam County,  
Washington



2002 1090449

EAST QUARTER CORNER SECTION 7  
FOUND RAIL ROAD SPIKE PER VOL  
40 OF SURVEYS, PAGE 21



## LEGEND

- SET 5/8-INCH YELLOW PLASTIC SURVEY CAP STAMPED "NTI-JOHNSTON PLS 37531" AND PLASTIC GUARD STAKE
  - SET AS DESCRIBED ABOVE WITH STEEL FENCE POST
  - FOUND 1/2-INCH REBAR WITH YELLOW PLASTIC CAP STAMPED "CUMMINS LS 23320"
  - FOUND SPIKE IN GROUND WITH YELLOW PLASTIC CAP
  - FOUND 5/8-INCH REBAR WITH YELLOW PLASTIC SURVEY CAP STAMPED "CLARK 12223" WITH STEEL FENCE POST (SEE VOL. 45 OF SURVEYS, PG. 3)
- ATN CLALLAM COUNTY AUDITOR'S FILE NUMBER  
--- UNBUILT WIRE FENCE

## AREAS

PARCEL 1 = 42.81 ACRES  
PARCEL 2 = 29.76 ACRES  
REMAINDER = 24.06 ACRES

## NOTE

SEE SHEET 2 FOR NOTES AND DETAILS

## SURVEYOR'S 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 DANA DAVIS IN APRIL, 2002.

Rob Johnston 8/16/02  
ROB JOHNSTON PLS 37531



## RECORDING CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF NORTHWESTERN TERRITORIES, INC., THIS 16th DAY OF August, 2002 A.D. AT 4:55 MINUTES PAST 2 O'CLOCK P.M. AND RECORDED IN VOLUME 50 OF SURVEYS, PAGE 47, RECORDS OF CLALLAM COUNTY, WASHINGTON.

DEPUTY COUNTY AUDITOR

Sheet 1 of 2

SCALE: 1" = 200'  
DATE: 08/04/02  
DRAWN BY: R/J  
PLAT CHECKED BY: R/J  
FINAL REVIEW: R/J  
SHEET 1 OF 2



NORTHWESTERN TERRITORIES, INC.

Engineers - Land Surveyors - Geologists  
Construction Inspection - Materials Testing

717 SOUTH PEABODY, PORT ANGELES, WASHINGTON 98102, (360) 452-8401 www.ntifu.com

Record of Survey

for: Mr. Dana Davis



7(JAN-JUN)

THIS SURVEY IS BASED ON THE WASHINGTON COORDINATE SYSTEM, NORTH ZONE NAD 83(91) PER VOLUME 40 OF SURVEYS, PAGE 21. ALL BEARINGS ARE RELATIVE TO SAID GRID. ALL DISTANCES ARE REDUCED TO SAID GRID USING A COMBINED SCALE FACTOR OF 0.99994.

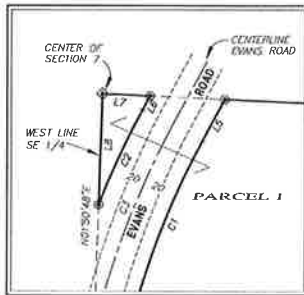
THIS SURVEY WAS ACCOMPLISHED BY FIELD TRAVERSE METHODS USING A 1-SECOND AND/OR 5-SECOND THEODOLITE AND AN INFRARED DISTANCE MEASURING DEVICE WITH SOME DISTANCES MEASURED WITH A STEEL TAPE.

# Davis Survey

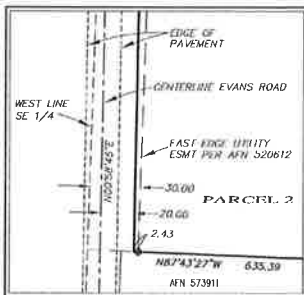
of a portion of the Southeast Quarter of Section 7,  
Township 30 North, Range 3 West, W.M., Clallam County,  
Washington

THE SURVEYED PARCEL MAY BE SUBJECT TO EASEMENTS OR OTHER ENCUMBRANCES EITHER RECORDED OR UNRECORDED NOT SHOWN HEREON. THIS SURVEY HAS NOT DETERMINED THE EXISTENCE OF ALL SUCH EASEMENTS OR ENCUMBRANCES OR THEIR EFFECT ON THE SURVEYED PARCEL EXCEPT AS SPECIFICALLY SHOWN HEREON.

THIS RECORD OF SURVEY MAY DEPICT EXISTING FENCE LINES AND OTHER OCCUPANCY INDICATORS IN ACCORDANCE WITH W.A.C. CHAPTER 332.130. THESE OCCUPANCY INDICATORS MAY INDICATE A POTENTIAL FOR CLAIMS OF UNWRITTEN TITLE. LEGAL OWNERSHIP BASED UPON UNWRITTEN TITLE CLAIMS HAVE NOT BEEN RESOLVED BY THIS SURVEY.



DETAIL A  
1" = 50'



DETAIL B  
1" = 50'

| LINE TABLE |             |          |
|------------|-------------|----------|
| LINE       | BEARING     | DISTANCE |
| L1         | N00°58'45"E | 392.83   |
| L2         | S87°24'14"E | 217.08   |
| L3         | N01°50'48"E | 208.70   |
| L4         | N87°24'14"W | 220.24   |
| L5         | N27°56'29"E | 28.46    |
| L6         | S27°56'29"W | 9.52     |
| L7         | S87°24'14"E | 28.10    |
| L8         | S01°50'48"W | 66.13    |
| L9         | N05°48'02"E | 4.31     |
| L10        | S/8°55'51"E | 81.21    |
| L11        | S63°28'18"E | 110.74   |
| L12        | S64°00'15"E | 54.93    |
| L13        | S14°59'55"E | 126.77   |
| L14        | S84°06'43"E | 95.56    |
| L15        | S87°18'42"E | 103.96   |
| L16        | S88°44'58"E | 100.61   |
| L17        | S82°24'28"E | 101.48   |
| L18        | S85°26'04"E | 100.49   |
| L19        | N88°52'44"E | 97.52    |
| L20        | S85°02'35"E | 106.84   |
| L21        | N75°51'38"E | 71.66    |
| L22        | N46°16'20"E | 111.38   |
| L23        | N08°49'11"W | 90.18    |
| L24        | N12°01'47"W | 104.79   |
| L25        | N01°53'33"W | 112.31   |
| L26        | N04°34'07"W | 108.08   |
| L27        | N45°10'03"E | 59.29    |

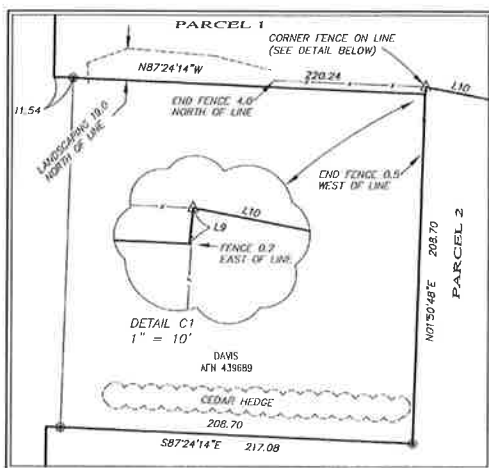
| CURVE TABLE |           |        |        |
|-------------|-----------|--------|--------|
| CURVE       | DELTA     | RADIUS | LENGTH |
| C1          | 26°57'44" | 480.00 | 225.88 |
| C2          | 06°50'11" | 520.00 | 62.05  |
| C3          | 26°57'44" | 500.00 | 235.29 |

## NOTES

1. THE PURPOSE OF THIS SURVEY IS TO MONUMENT THE BOUNDARY OF THE DAVIS PROPERTY AND TO DIVIDE THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 7 TO CREATE PARCEL 1 AND PARCEL 2 AS SHOWN HEREON. BOTH PARCELS ARE IN EXCESS OF 20-ACRES AND THEREFORE ARE NOT SUBJECT TO CLALLAM COUNTY LAND DIVISION CODE, TITLE 23.
2. THIS SURVEY IS BASED ON THE WASHINGTON COORDINATE SYSTEM, NORTH ZONE, NAD 83(91) PER FIELD TIES TO POINT NUMBERS 03300711, 03300731 AND 03300750 AS SHOWN ON VOLUME 40 OF SURVEYS, PAGE 21, RECORDS OF CLALLAM COUNTY, WASHINGTON.
3. FOR LEGAL DESCRIPTION, SEE INSTRUMENTS RECORDED UNDER CLALLAM COUNTY AUDITOR'S FILE NUMBERS 219242 AND 319683.
4. NO RIGHT OF WAY DEED COULD BE FOUND FOR EVANS ROAD. A DISTANCE OF 20-FEET WAS USED FROM THE MAPPED CENTERLINE AS THE COUNTY'S RIGHT OF USE FOR ROAD MAINTENANCE. THIS DISTANCE IS CONSISTENT WITH RECORDED DEEDS, LOCAL SURVEYS AND THE COUNTY ASSESSOR'S MAP.
5. THE FIELDWORK FOR THIS SURVEY WAS PERFORMED BETWEEN APRIL 29 AND JULY 12, 2002.

## LEGEND

- SET 5/8-INCH REBAR WITH RED PLASTIC SURVEY CAP STAMPED "NTI-JOHNSTON PLS 37531" AND PLASTIC GUARD STAKE
- △ SET SPIKE WITH RED PLASTIC SURVEY CAP STAMPED "NTI-JOHNSTON PLS 37531" IN TOP OF CEDAR FENCE POST
- FOUND 1/2-INCH REBAR WITH YELLOW PLASTIC SURVEY CAP STAMPED "CUMMINS LS 22329"
- FOUND SPIKE WITH ILLEGIBLE PLASTIC CAP
- FOUND 5/8-INCH REBAR WITH YELLOW PLASTIC SURVEY CAP STAMPED "CLARK LS 12223" WITH STEEL FENCE POST
- AFN CLALLAM COUNTY AUDITOR'S FILE NUMBER
- BARBED WIRE FENCE



DETAIL C  
1" = 50'



WASHINGTON COORDINATE SYSTEM, NORTH ZONE, NAD 83(91)

August 16, 2002 2:02:55 p.m.  
Drawing: G:\PROJ\DWG\CLARK\01\0450201\0450201\_R05.DWG (RHJ)  
© NORTHWESTERN TERRITORIES 2002

SCALE: 1" = 50' DATE: 05/01/02  
DRAWN BY: RHJ  
PLAT CHECKED BY: RHJ  
FINAL REVIEW:  
SHEET 2 OF 2



NORTHWESTERN TERRITORIES, INC.

Engineers - Land Surveyors - Geologists  
Construction Inspection - Materials Testing

217 SOUTH PEABODY, PORT ANGELES, WASHINGTON 98102, (360) 452-8491 www.nti4u.com

Record of Survey  
for: Mr. Dana Davis

Sheet 2 of 2



7(30N-3W)

Vol 50 page 47

# Clallam County Assessor & Treasurer

## Property Search Results > 17647 GLORIA A DAVIS FAMILY LP for Year 2020 - 2021

### Property

#### Account

|                             |                                                   |                    |                                                 |
|-----------------------------|---------------------------------------------------|--------------------|-------------------------------------------------|
| Property ID:                | 17647                                             | Legal Description: | PARCEL 2 DAVIS SURV V50 P47 EXC R/W SURV V45 P3 |
| Geographic ID:              | 0330074200000000                                  | Agent Code:        |                                                 |
| Type:                       | Real                                              |                    |                                                 |
| Tax Area:                   | 0202 - 323 PORT ST CNTY RDS FD3 FD3EMS L H2 SQP&R | Land Use Code      | 83                                              |
| Open Space:                 | Y                                                 | DFL                | N                                               |
| Historic Property:          | N                                                 | Remodel Property:  | N                                               |
| Multi-Family Redevelopment: | N                                                 |                    |                                                 |
| Township:                   |                                                   | Section:           |                                                 |
| Range:                      |                                                   |                    |                                                 |

#### Location

|                  |                                  |         |     |
|------------------|----------------------------------|---------|-----|
| Address:         | 834 EVANS RD<br>SEQUIM, WA 98382 | Mapsco: |     |
| Neighborhood:    | Sequim Prairie Res               | Map ID: | C23 |
| Neighborhood CD: | 2001000                          |         |     |

#### Owner

|                  |                                                              |              |                 |
|------------------|--------------------------------------------------------------|--------------|-----------------|
| Name:            | GLORIA A DAVIS FAMILY LP                                     | Owner ID:    | 20692           |
| Mailing Address: | C/O ROBIN ROWLAND<br>9325 SW MEADOW LN<br>PORTLAND, OR 97225 | % Ownership: | 100.0000000000% |

Exemptions:

### Pay Tax Due

There is currently No Amount Due on this property.

### Taxes and Assessment Details

Property Tax Information as of 12/17/2020

Amount Due If Paid on:  **NOTE:** If you plan to submit payment on a future date, make sure you enter the date and click RECALCULATE to obtain the correct total amount due.

Click on "Statement Details" to expand or collapse a tax statement.

| Year                | Statement ID | First Half Base Amt. | Second Half Base Amt. | Penalty | Interest | Base Paid | Amount Due |
|---------------------|--------------|----------------------|-----------------------|---------|----------|-----------|------------|
| ▶ Statement Details |              |                      |                       |         |          |           |            |
| 2020                | 11720        | \$201.37             | \$201.27              | \$0.00  | \$0.00   | \$402.64  | \$0.00     |
| ▶ Statement Details |              |                      |                       |         |          |           |            |
| 2019                | 11773        | \$180.38             | \$180.31              | \$0.00  | \$0.00   | \$360.69  | \$0.00     |

### Values

|                                     |   |           |
|-------------------------------------|---|-----------|
| (+) Improvement Homesite Value:     | + | \$0       |
| (+) Improvement Non-Homesite Value: | + | \$25,004  |
| (+) Land Homesite Value:            | + | \$0       |
| (+) Land Non-Homesite Value:        | + | \$0       |
| (+) Curr Use (HS):                  | + | \$0       |
| (+) Curr Use (NHS):                 | + | \$318,789 |
|                                     |   | \$16,873  |

|                        |   |           |
|------------------------|---|-----------|
| (=) Market Value:      | = | \$343,793 |
| (-) Productivity Loss: | - | \$301,916 |

|                                 |   |          |
|---------------------------------|---|----------|
| (=) Subtotal:                   | = | \$41,877 |
| (+) Senior Appraised Value:     | + | \$0      |
| (+) Non-Senior Appraised Value: | + | \$41,877 |
| <hr/>                           |   |          |
| (=) Total Appraised Value:      | = | \$41,877 |
| (-) Senior Exemption Loss:      | - | \$0      |
| (-) Exemption Loss:             | - | \$0      |
| <hr/>                           |   |          |
| (=) Taxable Value:              | = | \$41,877 |

**Taxing Jurisdiction**

Owner: GLORIA A DAVIS FAMILY LP  
 % Ownership: 100.000000000000%  
 Total Value: \$343,793  
 Tax Area: 0202 - 323 PORT ST CNTY RDS FD3 FD3EMS L H2 SQP&R

| Levy Code       | Description                       | Levy Rate     | Appraised Value | Taxable Value               | Estimated Tax |
|-----------------|-----------------------------------|---------------|-----------------|-----------------------------|---------------|
| ST SCH2         | STATE SCHOOL PT 2                 | 1.0785210105  | \$41,877        | \$41,877                    | \$45.17       |
| STATE SCH       | STATE SCHOOL PT 1                 | 2.0022821815  | \$41,877        | \$41,877                    | \$83.85       |
| CC GENERAL      | CLALLAM COUNTY GENERAL            | 1.1089113547  | \$41,877        | \$41,877                    | \$46.44       |
| DEVDISBLT       | DEVELOPMENT DISABILITIES COUNTY   | 0.0249999999  | \$41,877        | \$41,877                    | \$1.05        |
| LND ASSMT       | LAND ASSESSMENT COUNTY            | 0.0012000004  | \$41,877        | \$41,877                    | \$0.05        |
| TAX REFUND      | TAX REFUND FUND COUNTY            | 0.0000000000  | \$41,877        | \$41,877                    | \$0.00        |
| VET RELIEF      | VETERAN'S RELIEF COUNTY           | 0.0112499991  | \$41,877        | \$41,877                    | \$0.47        |
| CAPT IMP        | CAPITAL IMPROVEMENT PORT DISTRICT | 0.1591657200  | \$41,877        | \$41,877                    | \$6.67        |
| PRK REC         | SEQUIM AQUATIC RECREATION CNTR    | 0.0000000000  | \$41,877        | \$41,877                    | \$0.00        |
| CC RD GEN       | CLALLAM COUNTY ROAD GENERAL       | 1.1822166801  | \$41,877        | \$41,877                    | \$49.51       |
| LIB             | LIBRARY COUNTY                    | 0.4368846245  | \$41,877        | \$41,877                    | \$18.30       |
| SD #323 CP      | SD 323 CP                         | 0.6704158617  | \$41,877        | \$41,877                    | \$28.08       |
| SD 323 GEN      | SD 323 M & O                      | 1.2873539602  | \$41,877        | \$41,877                    | \$53.91       |
| FIRE 3 BD       | FIRE DIST #3 EMS                  | 0.4257109331  | \$41,877        | \$41,877                    | \$17.83       |
| FIRE 3 GEN      | FIRE DIST #3 GENERAL              | 1.4256246002  | \$41,877        | \$41,877                    | \$59.70       |
| HOSP 2 GEN      | HOSPITAL DIST #2 GENERAL          | 0.4723916570  | \$41,877        | \$41,877                    | \$19.78       |
| CON FUTURE      | CONSERVATION FUTURES              | 0.0273752777  | \$41,877        | \$41,877                    | \$1.15        |
| Total Tax Rate: |                                   | 10.3143038606 |                 |                             |               |
|                 |                                   |               |                 | Taxes w/Current Exemptions: | \$431.96      |
|                 |                                   |               |                 | Taxes w/o Exemptions:       | \$431.96      |

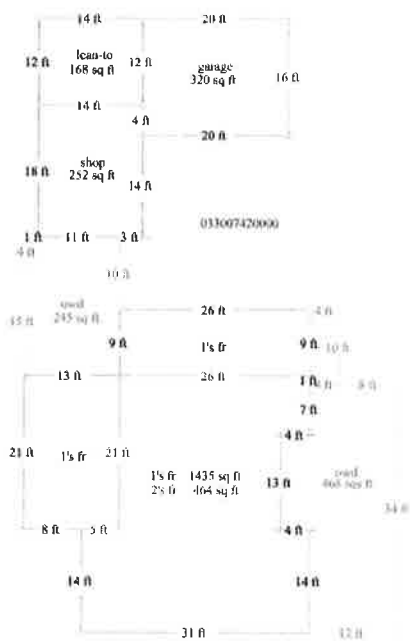
**Improvement / Building**

|                          |             |                |              |                 |      |
|--------------------------|-------------|----------------|--------------|-----------------|------|
| Improvement #1: ANY TYPE |             | State Code: 83 | 0.0 sqft     | Value: \$25,004 |      |
| Type                     | Description | Class CD       | Sub Class CD | Year Built      | Area |
| OTH                      | OTHER       | *              |              | 0               | 0.0  |

**Sketch**

No sketches available for this property.

**Property Image**







### Land

| # | Type | Description | Acres   | Sqft      | Eff Front | Eff Depth | Market Value | Prod. Value |
|---|------|-------------|---------|-----------|-----------|-----------|--------------|-------------|
| 1 | 8300 | 8300        | 14.4700 | 630313.20 | 0.00      | 0.00      | \$155,003    | \$8,204     |
| 2 | 8300 | 8300        | 15.2900 | 666032.40 | 0.00      | 0.00      | \$163,786    | \$8,669     |

### Roll Value History

| Year | Improvements | Land Market | Current Use | Total Appraised | Taxable Value |
|------|--------------|-------------|-------------|-----------------|---------------|
| 2021 | N/A          | N/A         | N/A         | N/A             | N/A           |
| 2020 | \$25,004     | \$318,789   | \$16,873    | \$41,877        | \$41,877      |
| 2019 | \$22,748     | \$318,789   | \$15,765    | \$38,513        | \$38,513      |
| 2018 | \$19,928     | \$318,789   | \$15,765    | \$35,693        | \$35,693      |
| 2017 | \$18,988     | \$278,777   | \$15,765    | \$34,753        | \$34,753      |
| 2016 | \$16,544     | \$278,777   | \$15,765    | \$32,309        | \$32,309      |
| 2015 | \$16,544     | \$278,777   | \$15,765    | \$32,309        | \$32,309      |
| 2014 | \$15,040     | \$278,777   | \$15,765    | \$30,805        | \$30,805      |
| 2013 | \$15,040     | \$278,777   | \$15,765    | \$30,805        | \$30,805      |
| 2012 | \$15,040     | \$294,265   | \$15,765    | \$30,805        | \$30,805      |
| 2011 | \$15,040     | \$309,752   | \$15,765    | \$30,805        | \$30,805      |
| 2010 | \$16,920     | \$310,011   | \$15,765    | \$32,944        | \$32,944      |
| 2009 | \$112,900    | \$310,011   | \$15,765    | \$128,924       | \$128,924     |
| 2008 | \$112,900    | \$331,472   | \$16,872    | \$129,772       | \$129,772     |
| 2007 | \$112,900    | \$331,472   | \$16,872    | \$129,772       | \$129,772     |

### Deed and Sales History

### Payout Agreement

No payout information available..

## Clallam County Assessor & Treasurer

### Property Search Results > 17655 GLORIA A DAVIS FAMILY LP for Year 2020 - 2021

#### Property

##### Account

|                             |                                                   |                    |                                     |
|-----------------------------|---------------------------------------------------|--------------------|-------------------------------------|
| Property ID:                | 17655                                             | Legal Description: | NESWSE EXC W'LY AND S'LY PTN IN DFL |
| Geographic ID:              | 0330074300001000                                  | Agent Code:        |                                     |
| Type:                       | Real                                              |                    |                                     |
| Tax Area:                   | 0202 - 323 PORT ST CNTY RDS FD3 FD3EMS L H2 SQP&R | Land Use Code      | 88                                  |
| Open Space:                 | Y                                                 | DFL                | N                                   |
| Historic Property:          | N                                                 | Remodel Property:  | N                                   |
| Multi-Family Redevelopment: | N                                                 |                    |                                     |
| Township:                   |                                                   | Section:           |                                     |
| Range:                      |                                                   |                    |                                     |

##### Location

|                  |                              |         |     |
|------------------|------------------------------|---------|-----|
| Address:         | EVANS RD<br>SEQUIM, WA 98382 | Mapsco: |     |
| Neighborhood:    | Sequim Prairie Res           | Map ID: | 227 |
| Neighborhood CD: | 2001000                      |         |     |

##### Owner

|                  |                                                              |              |                 |
|------------------|--------------------------------------------------------------|--------------|-----------------|
| Name:            | GLORIA A DAVIS FAMILY LP                                     | Owner ID:    | 20692           |
| Mailing Address: | C/O ROBIN ROWLAND<br>9325 SW MEADOW LN<br>PORTLAND, OR 97225 | % Ownership: | 100.0000000000% |
|                  |                                                              | Exemptions:  |                 |

#### Pay Tax Due

There is currently No Amount Due on this property.

#### Taxes and Assessment Details

Property Tax Information as of 12/17/2020

Amount Due If Paid on:  **NOTE:** If you plan to submit payment on a future date, make sure you enter the date and click RECALCULATE to obtain the correct total amount due.

Click on "Statement Details" to expand or collapse a tax statement.

| Year                | Statement ID | First Half Base Amt. | Second Half Base Amt. | Penalty | Interest | Base Paid | Amount Due |
|---------------------|--------------|----------------------|-----------------------|---------|----------|-----------|------------|
| ▶ Statement Details |              |                      |                       |         |          |           |            |
| 2020                | 11722        | \$28.75              | \$0.00                | \$0.00  | \$0.00   | \$28.75   | \$0.00     |
| ▶ Statement Details |              |                      |                       |         |          |           |            |
| 2019                | 11775        | \$27.83              | \$0.00                | \$0.00  | \$0.00   | \$27.83   | \$0.00     |

#### Values

|                                     |   |                   |
|-------------------------------------|---|-------------------|
| (+) Improvement Homesite Value:     | + | \$0               |
| (+) Improvement Non-Homesite Value: | + | \$0               |
| (+) Land Homesite Value:            | + | \$0               |
| (+) Land Non-Homesite Value:        | + | \$0               |
| (+) Curr Use (HS):                  | + | \$0 \$0           |
| (+) Curr Use (NHS):                 | + | \$136,662 \$2,515 |
| <hr/>                               |   |                   |
| (=) Market Value:                   | = | \$136,662         |
| (-) Productivity Loss:              | - | \$134,147         |
| <hr/>                               |   |                   |

|                                 |   |         |
|---------------------------------|---|---------|
| (=) Subtotal:                   | = | \$2,515 |
| (+) Senior Appraised Value:     | + | \$0     |
| (+) Non-Senior Appraised Value: | + | \$2,515 |
| <hr/>                           |   |         |
| (=) Total Appraised Value:      | = | \$2,515 |
| (-) Senior Exemption Loss:      | - | \$0     |
| (-) Exemption Loss:             | - | \$0     |
| <hr/>                           |   |         |
| (=) Taxable Value:              | = | \$2,515 |

## Taxing Jurisdiction

Owner: GLORIA A DAVIS FAMILY LP  
 % Ownership: 100.000000000000%  
 Total Value: \$136,662  
 Tax Area: 0202 - 323 PORT ST CNTY RDS FD3 FD3EMS L H2 SQP&R

| Levy Code       | Description                       | Levy Rate     | Appraised Value | Taxable Value               | Estimated Tax |
|-----------------|-----------------------------------|---------------|-----------------|-----------------------------|---------------|
| ST SCH2         | STATE SCHOOL PT 2                 | 1.0785210105  | \$2,515         | \$2,515                     | \$2.71        |
| STATE SCH       | STATE SCHOOL PT 1                 | 2.0022821815  | \$2,515         | \$2,515                     | \$5.04        |
| CC GENERAL      | CLALLAM COUNTY GENERAL            | 1.1089113547  | \$2,515         | \$2,515                     | \$2.79        |
| DEVDISBLT       | DEVELOPMENT DISABILITIES COUNTY   | 0.0249999999  | \$2,515         | \$2,515                     | \$0.06        |
| LND ASSMT       | LAND ASSESSMENT COUNTY            | 0.0012000004  | \$2,515         | \$2,515                     | \$0.00        |
| TAX REFUND      | TAX REFUND FUND COUNTY            | 0.0000000000  | \$2,515         | \$2,515                     | \$0.00        |
| VET RELIEF      | VETERAN'S RELIEF COUNTY           | 0.0112499991  | \$2,515         | \$2,515                     | \$0.03        |
| CAPT IMP        | CAPITAL IMPROVEMENT PORT DISTRICT | 0.1591657200  | \$2,515         | \$2,515                     | \$0.40        |
| PRK REC         | SEQUIM AQUATIC RECREATION CNTR    | 0.0000000000  | \$2,515         | \$2,515                     | \$0.00        |
| CC RD GEN       | CLALLAM COUNTY ROAD GENERAL       | 1.1822166801  | \$2,515         | \$2,515                     | \$2.97        |
| LIB             | LIBRARY COUNTY                    | 0.4368846245  | \$2,515         | \$2,515                     | \$1.10        |
| SD #323 CP      | SD 323 CP                         | 0.6704158617  | \$2,515         | \$2,515                     | \$1.69        |
| SD 323 GEN      | SD 323 M & O                      | 1.2873539602  | \$2,515         | \$2,515                     | \$3.24        |
| FIRE 3 BD       | FIRE DIST #3 EMS                  | 0.4257109331  | \$2,515         | \$2,515                     | \$1.07        |
| FIRE 3 GEN      | FIRE DIST #3 GENERAL              | 1.4256246002  | \$2,515         | \$2,515                     | \$3.59        |
| HOSP 2 GEN      | HOSPITAL DIST #2 GENERAL          | 0.4723916570  | \$2,515         | \$2,515                     | \$1.19        |
| CON FUTURE      | CONSERVATION FUTURES              | 0.0273752777  | \$2,515         | \$2,515                     | \$0.07        |
| Total Tax Rate: |                                   | 10.3143038606 |                 |                             |               |
|                 |                                   |               |                 | Taxes w/Current Exemptions: | \$25.95       |
|                 |                                   |               |                 | Taxes w/o Exemptions:       | \$25.95       |

## Improvement / Building

## Sketch

No sketches available for this property.

## Property Image

No image available for this property.

## Land

| # | Type | Description | Acres  | Sqft | Eff Front | Eff Depth | Market Value | Prod. Value |
|---|------|-------------|--------|------|-----------|-----------|--------------|-------------|
| 1 | 8300 | 8300        | 3.4400 | 0.00 | 0.00      | 0.00      | \$71,716     | \$1,948     |
| 2 | 8300 | 8300        | 1.0000 | 0.00 | 0.00      | 0.00      | \$64,946     | \$567       |

## Roll Value History

| Year | Improvements | Land Market | Current Use | Total Appraised | Taxable Value |
|------|--------------|-------------|-------------|-----------------|---------------|
|------|--------------|-------------|-------------|-----------------|---------------|

| 2021 | N/A | N/A       | N/A     | N/A     | N/A     |
|------|-----|-----------|---------|---------|---------|
| 2020 | \$0 | \$136,662 | \$2,515 | \$2,515 | \$2,515 |
| 2019 | \$0 | \$136,662 | \$2,515 | \$2,515 | \$2,515 |
| 2018 | \$0 | \$136,662 | \$2,515 | \$2,515 | \$2,515 |
| 2017 | \$0 | \$136,662 | \$2,515 | \$2,515 | \$2,515 |
| 2016 | \$0 | \$136,662 | \$2,515 | \$2,515 | \$2,515 |
| 2015 | \$0 | \$136,662 | \$2,515 | \$2,515 | \$2,515 |
| 2014 | \$0 | \$136,662 | \$2,515 | \$2,515 | \$2,515 |
| 2013 | \$0 | \$136,662 | \$2,515 | \$2,515 | \$2,515 |
| 2012 | \$0 | \$144,254 | \$2,515 | \$2,515 | \$2,515 |
| 2011 | \$0 | \$151,846 | \$2,515 | \$2,515 | \$2,515 |
| 2010 | \$0 | \$151,846 | \$2,515 | \$2,515 | \$2,515 |
| 2009 | \$0 | \$151,846 | \$2,515 | \$2,515 | \$2,515 |
| 2008 | \$0 | \$151,845 | \$2,515 | \$2,515 | \$2,515 |
| 2007 | \$0 | \$151,845 | \$2,515 | \$2,515 | \$2,515 |
| 2006 | \$0 | \$130,966 | \$2,515 | \$2,515 | \$2,515 |
| 2005 | \$0 | \$97,013  | \$2,515 | \$2,515 | \$2,515 |
| 2004 | \$0 | \$84,360  | \$2,515 | \$2,515 | \$2,515 |
| 2003 | \$0 | \$29,304  | \$1,220 | \$1,220 | \$1,220 |

## Deed and Sales History

## Payout Agreement

No payout information available..

# Clallam County Assessor & Treasurer

## Property Search Results > 17656 GLORIA A DAVIS FAMILY LP for Year 2020 - 2021

### Property

#### Account

|                             |                                                   |                    |                      |
|-----------------------------|---------------------------------------------------|--------------------|----------------------|
| Property ID:                | 17656                                             | Legal Description: | NESWSE EXC PTN IN OS |
| Geographic ID:              | 0330074300002001                                  | Agent Code:        |                      |
| Type:                       | Real                                              |                    |                      |
| Tax Area:                   | 0202 - 323 PORT ST CNTY RDS FD3 FD3EMS L H2 SQP&R | Land Use Code      | 88                   |
| Open Space:                 | N                                                 | DFL                | Y                    |
| Historic Property:          | N                                                 | Remodel Property:  | N                    |
| Multi-Family Redevelopment: | N                                                 |                    |                      |
| Township:                   |                                                   | Section:           |                      |
| Range:                      |                                                   |                    |                      |

#### Location

|                  |                              |         |     |
|------------------|------------------------------|---------|-----|
| Address:         | EVANS RD<br>SEQUIM, WA 98382 | Mapsco: |     |
| Neighborhood:    | Designated FL Region 1       | Map ID: | 227 |
| Neighborhood CD: | 1880000                      |         |     |

#### Owner

|                  |                                                              |              |                 |
|------------------|--------------------------------------------------------------|--------------|-----------------|
| Name:            | GLORIA A DAVIS FAMILY LP                                     | Owner ID:    | 20692           |
| Mailing Address: | C/O ROBIN ROWLAND<br>9325 SW MEADOW LN<br>PORTLAND, OR 97225 | % Ownership: | 100.0000000000% |

Exemptions:

### Pay Tax Due

There is currently No Amount Due on this property.

### Taxes and Assessment Details

Property Tax Information as of 12/17/2020

Amount Due If Paid on:  **NOTE:** If you plan to submit payment on a future date, make sure you enter the date and click RECALCULATE to obtain the correct total amount due.

Click on "Statement Details" to expand or collapse a tax statement.

| Year                | Statement ID | First Half Base Amt. | Second Half Base Amt. | Penalty | Interest | Base Paid | Amount Due |
|---------------------|--------------|----------------------|-----------------------|---------|----------|-----------|------------|
| ▶ Statement Details |              |                      |                       |         |          |           |            |
| 2020                | 11723        | \$9.03               | \$0.00                | \$0.00  | \$0.00   | \$9.03    | \$0.00     |
| ▶ Statement Details |              |                      |                       |         |          |           |            |
| 2019                | 11776        | \$8.69               | \$0.00                | \$0.00  | \$0.00   | \$8.69    | \$0.00     |

### Values

|                                     |   |             |
|-------------------------------------|---|-------------|
| (+) Improvement Homesite Value:     | + | \$0         |
| (+) Improvement Non-Homesite Value: | + | \$0         |
| (+) Land Homesite Value:            | + | \$0         |
| (+) Land Non-Homesite Value:        | + | \$0         |
| (+) Curr Use (HS):                  | + | \$0 \$0     |
| (+) Curr Use (NHS):                 | + | \$743 \$743 |
| <hr/>                               |   |             |
| (=) Market Value:                   | = | \$743       |
| (-) Productivity Loss:              | - | \$0         |
| <hr/>                               |   |             |
| (=) Subtotal:                       | = | \$743       |

|                                 |   |       |
|---------------------------------|---|-------|
| (+) Senior Appraised Value:     | + | \$0   |
| (+) Non-Senior Appraised Value: | + | \$743 |
| <hr/>                           |   |       |
| (=) Total Appraised Value:      | = | \$743 |
| (-) Senior Exemption Loss:      | - | \$0   |
| (-) Exemption Loss:             | - | \$0   |
| <hr/>                           |   |       |
| (=) Taxable Value:              | = | \$743 |

## Taxing Jurisdiction

Owner: GLORIA A DAVIS FAMILY LP  
 % Ownership: 100.000000000000%  
 Total Value: \$743  
 Tax Area: 0202 - 323 PORT ST CNTY RDS FD3 FD3EMS L H2 SQP&R

| Levy Code                   | Description                       | Levy Rate     | Appraised Value | Taxable Value | Estimated Tax |
|-----------------------------|-----------------------------------|---------------|-----------------|---------------|---------------|
| ST SCH2                     | STATE SCHOOL PT 2                 | 1.0785210105  | \$743           | \$743         | \$0.80        |
| STATE SCH                   | STATE SCHOOL PT 1                 | 2.0022821815  | \$743           | \$743         | \$1.49        |
| CC GENERAL                  | CLALLAM COUNTY GENERAL            | 1.1089113547  | \$743           | \$743         | \$0.82        |
| DEVDISBLT                   | DEVELOPMENT DISABILITIES COUNTY   | 0.0249999999  | \$743           | \$743         | \$0.02        |
| LND ASSMT                   | LAND ASSESSMENT COUNTY            | 0.0012000004  | \$743           | \$743         | \$0.00        |
| TAX REFUND                  | TAX REFUND FUND COUNTY            | 0.0000000000  | \$743           | \$743         | \$0.00        |
| VET RELIEF                  | VETERAN'S RELIEF COUNTY           | 0.0112499991  | \$743           | \$743         | \$0.01        |
| CAPT IMP                    | CAPITAL IMPROVEMENT PORT DISTRICT | 0.1591657200  | \$743           | \$743         | \$0.12        |
| PRK REC                     | SEQUIM AQUATIC RECREATION CNTR    | 0.0000000000  | \$743           | \$743         | \$0.00        |
| CC RD GEN                   | CLALLAM COUNTY ROAD GENERAL       | 1.1822166801  | \$743           | \$743         | \$0.88        |
| LIB                         | LIBRARY COUNTY                    | 0.4368846245  | \$743           | \$743         | \$0.32        |
| SD #323 CP                  | SD 323 CP                         | 0.6704158617  | \$743           | \$743         | \$0.50        |
| SD 323 GEN                  | SD 323 M & O                      | 1.2873539602  | \$743           | \$743         | \$0.96        |
| FIRE 3 BD                   | FIRE DIST #3 EMS                  | 0.4257109331  | \$743           | \$743         | \$0.32        |
| FIRE 3 GEN                  | FIRE DIST #3 GENERAL              | 1.4256246002  | \$743           | \$743         | \$1.06        |
| HOSP 2 GEN                  | HOSPITAL DIST #2 GENERAL          | 0.4723916570  | \$743           | \$743         | \$0.35        |
| CON FUTURE                  | CONSERVATION FUTURES              | 0.0273752777  | \$743           | \$743         | \$0.02        |
| Total Tax Rate:             |                                   | 10.3143038606 |                 |               |               |
| Taxes w/Current Exemptions: |                                   |               |                 |               | \$7.67        |
| Taxes w/o Exemptions:       |                                   |               |                 |               | \$7.67        |

## Improvement / Building

## Sketch

No sketches available for this property.

## Property Image

No image available for this property.

## Land

| # | Type | Description | Acres  | Sqft | Eff Front | Eff Depth | Market Value | Prod. Value |
|---|------|-------------|--------|------|-----------|-----------|--------------|-------------|
| 1 | 8800 | 8800        | 3.7400 | 0.00 | 0.00      | 0.00      | \$539        | \$539       |
| 2 | 8800 | 8800        | 1.9200 | 0.00 | 0.00      | 0.00      | \$204        | \$204       |

## Roll Value History

| Year | Improvements | Land Market | Current Use | Total Appraised | Taxable Value |
|------|--------------|-------------|-------------|-----------------|---------------|
| 2021 | N/A          | N/A         | N/A         | N/A             | N/A           |

12/17/2020

Clallam County Assessor & Treasurer - Property Details - 17656 GLORIA A DAVIS FAMILY LP for Year 2020 - 2021

|      |     |       |       |       |       |
|------|-----|-------|-------|-------|-------|
| 2020 | \$0 | \$743 | \$743 | \$743 | \$743 |
| 2019 | \$0 | \$718 | \$718 | \$718 | \$718 |
| 2018 | \$0 | \$708 | \$708 | \$708 | \$708 |
| 2017 | \$0 | \$708 | \$708 | \$708 | \$708 |
| 2016 | \$0 | \$687 | \$687 | \$687 | \$687 |
| 2015 | \$0 | \$655 | \$655 | \$655 | \$655 |
| 2014 | \$0 | \$641 | \$641 | \$641 | \$641 |
| 2013 | \$0 | \$647 | \$647 | \$647 | \$647 |
| 2012 | \$0 | \$706 | \$706 | \$706 | \$706 |
| 2011 | \$0 | \$706 | \$706 | \$706 | \$706 |
| 2010 | \$0 | \$706 | \$706 | \$706 | \$706 |
| 2009 | \$0 | \$706 | \$706 | \$706 | \$706 |
| 2008 | \$0 | \$695 | \$695 | \$695 | \$695 |
| 2007 | \$0 | \$683 | \$683 | \$683 | \$683 |
| 2006 | \$0 | \$683 | \$683 | \$683 | \$683 |
| 2005 | \$0 | \$695 | \$695 | \$695 | \$695 |
| 2004 | \$0 | \$716 | \$716 | \$716 | \$716 |
| 2003 | \$0 | \$743 | \$743 | \$743 | \$743 |

## Deed and Sales History

## Payout Agreement

No payout information available..

Website version: 9.0.40.29

Database last updated on: 12/17/2020 1:35 AM

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## Clallam County Assessor & Treasurer

### Property Search Results > 17695 GLORIA A DAVIS FAMILY LP for Year 2020 - 2021

#### Property

##### Account

|                             |                                                   |                    |                                                    |
|-----------------------------|---------------------------------------------------|--------------------|----------------------------------------------------|
| Property ID:                | 17695                                             | Legal Description: | W 15A OF N2SESE EXC S 30FT OF E 10A EXC PTN IN DFL |
| Geographic ID:              | 0330074400301000                                  | Agent Code:        |                                                    |
| Type:                       | Real                                              |                    |                                                    |
| Tax Area:                   | 0202 - 323 PORT ST CNTY RDS FD3 FD3EMS L H2 SQP&R | Land Use Code      | 83                                                 |
| Open Space:                 | Y                                                 | DFL                | N                                                  |
| Historic Property:          | N                                                 | Remodel Property:  | N                                                  |
| Multi-Family Redevelopment: | N                                                 |                    |                                                    |
| Township:                   |                                                   | Section:           |                                                    |
| Range:                      |                                                   |                    |                                                    |

##### Location

|                  |                                         |         |     |
|------------------|-----------------------------------------|---------|-----|
| Address:         | SEQUIM DUNGENESS WY<br>SEQUIM, WA 98382 | Mapsco: |     |
| Neighborhood:    | Sequim Prairie Res                      | Map ID: | 227 |
| Neighborhood CD: | 2001000                                 |         |     |

##### Owner

|                  |                                                              |              |                 |
|------------------|--------------------------------------------------------------|--------------|-----------------|
| Name:            | GLORIA A DAVIS FAMILY LP                                     | Owner ID:    | 20692           |
| Mailing Address: | C/O ROBIN ROWLAND<br>9325 SW MEADOW LN<br>PORTLAND, OR 97225 | % Ownership: | 100.0000000000% |

Exemptions:

#### Pay Tax Due

There is currently No Amount Due on this property.

#### Taxes and Assessment Details

Property Tax Information as of 12/17/2020

Amount Due If Paid on:  **NOTE:** If you plan to submit payment on a future date, make sure you enter the date and click RECALCULATE to obtain the correct total amount due.

Click on "Statement Details" to expand or collapse a tax statement.

| Year                | Statement ID | First Half Base Amt. | Second Half Base Amt. | Penalty | Interest | Base Paid | Amount Due |
|---------------------|--------------|----------------------|-----------------------|---------|----------|-----------|------------|
| ▶ Statement Details |              |                      |                       |         |          |           |            |
| 2020                | 11748        | \$43.16              | \$43.08               | \$0.00  | \$0.00   | \$86.24   | \$0.00     |
| ▶ Statement Details |              |                      |                       |         |          |           |            |
| 2019                | 11801        | \$41.71              | \$41.63               | \$0.00  | \$0.00   | \$83.34   | \$0.00     |

#### Values

|                                     |   |                   |
|-------------------------------------|---|-------------------|
| (+) Improvement Homesite Value:     | + | \$0               |
| (+) Improvement Non-Homesite Value: | + | \$0               |
| (+) Land Homesite Value:            | + | \$0               |
| (+) Land Non-Homesite Value:        | + | \$0               |
| (+) Curr Use (HS):                  | + | \$0 \$0           |
| (+) Curr Use (NHS):                 | + | \$170,865 \$8,023 |

|                        |   |           |
|------------------------|---|-----------|
| (=) Market Value:      | = | \$170,865 |
| (-) Productivity Loss: | - | \$162,842 |

|                                 |   |         |
|---------------------------------|---|---------|
| (=) Subtotal:                   | = | \$8,023 |
| (+) Senior Appraised Value:     | + | \$0     |
| (+) Non-Senior Appraised Value: | + | \$8,023 |
| <hr/>                           |   |         |
| (=) Total Appraised Value:      | = | \$8,023 |
| (-) Senior Exemption Loss:      | - | \$0     |
| (-) Exemption Loss:             | - | \$0     |
| <hr/>                           |   |         |
| (=) Taxable Value:              | = | \$8,023 |

## Taxing Jurisdiction

Owner: GLORIA A DAVIS FAMILY LP  
 % Ownership: 100.000000000000%  
 Total Value: \$170,865  
 Tax Area: 0202 - 323 PORT ST CNTY RDS FD3 FD3EMS L H2 SQP&R

| Levy Code       | Description                       | Levy Rate     | Appraised Value | Taxable Value               | Estimated Tax |
|-----------------|-----------------------------------|---------------|-----------------|-----------------------------|---------------|
| ST SCH2         | STATE SCHOOL PT 2                 | 1.0785210105  | \$8,023         | \$8,023                     | \$8.65        |
| STATE SCH       | STATE SCHOOL PT 1                 | 2.0022821815  | \$8,023         | \$8,023                     | \$16.06       |
| CC GENERAL      | CLALLAM COUNTY GENERAL            | 1.1089113547  | \$8,023         | \$8,023                     | \$8.90        |
| DEVDISBLT       | DEVELOPMENT DISABILITIES COUNTY   | 0.0249999999  | \$8,023         | \$8,023                     | \$0.20        |
| LND ASSMT       | LAND ASSESSMENT COUNTY            | 0.0012000004  | \$8,023         | \$8,023                     | \$0.01        |
| TAX REFUND      | TAX REFUND FUND COUNTY            | 0.0000000000  | \$8,023         | \$8,023                     | \$0.00        |
| VET RELIEF      | VETERAN'S RELIEF COUNTY           | 0.0112499991  | \$8,023         | \$8,023                     | \$0.09        |
| CAPT IMP        | CAPITAL IMPROVEMENT PORT DISTRICT | 0.1591657200  | \$8,023         | \$8,023                     | \$1.28        |
| PRK REC         | SEQUIM AQUATIC RECREATION CNTR    | 0.0000000000  | \$8,023         | \$8,023                     | \$0.00        |
| CC RD GEN       | CLALLAM COUNTY ROAD GENERAL       | 1.1822166801  | \$8,023         | \$8,023                     | \$9.48        |
| LIB             | LIBRARY COUNTY                    | 0.4368846245  | \$8,023         | \$8,023                     | \$3.51        |
| SD #323 CP      | SD 323 CP                         | 0.6704158617  | \$8,023         | \$8,023                     | \$5.38        |
| SD 323 GEN      | SD 323 M & O                      | 1.2873539602  | \$8,023         | \$8,023                     | \$10.33       |
| FIRE 3 BD       | FIRE DIST #3 EMS                  | 0.4257109331  | \$8,023         | \$8,023                     | \$3.42        |
| FIRE 3 GEN      | FIRE DIST #3 GENERAL              | 1.4256246002  | \$8,023         | \$8,023                     | \$11.44       |
| HOSP 2 GEN      | HOSPITAL DIST #2 GENERAL          | 0.4723916570  | \$8,023         | \$8,023                     | \$3.79        |
| CON FUTURE      | CONSERVATION FUTURES              | 0.0273752777  | \$8,023         | \$8,023                     | \$0.22        |
| Total Tax Rate: |                                   | 10.3143038606 |                 |                             |               |
|                 |                                   |               |                 | Taxes w/Current Exemptions: | \$82.76       |
|                 |                                   |               |                 | Taxes w/o Exemptions:       | \$82.76       |

## Improvement / Building

## Sketch

No sketches available for this property.

## Property Image

No image available for this property.

## Land

| # | Type | Description | Acres   | Sqft | Eff Front | Eff Depth | Market Value | Prod. Value |
|---|------|-------------|---------|------|-----------|-----------|--------------|-------------|
| 1 | 8300 | 8300        | 13.1500 | 0.00 | 0.00      | 0.00      | \$117,081    | \$7,456     |
| 2 | 8300 | 8300        | 1.0000  | 0.00 | 0.00      | 0.00      | \$53,784     | \$567       |

## Roll Value History

| Year | Improvements | Land Market | Current Use | Total Appraised | Taxable Value |
|------|--------------|-------------|-------------|-----------------|---------------|
|------|--------------|-------------|-------------|-----------------|---------------|

| 2021 | N/A | N/A       | N/A     | N/A     | N/A     |
|------|-----|-----------|---------|---------|---------|
| 2020 | \$0 | \$170,865 | \$8,023 | \$8,023 | \$8,023 |
| 2019 | \$0 | \$170,865 | \$8,025 | \$8,025 | \$8,025 |
| 2018 | \$0 | \$170,865 | \$8,025 | \$8,025 | \$8,025 |
| 2017 | \$0 | \$170,865 | \$8,025 | \$8,025 | \$8,025 |
| 2016 | \$0 | \$170,865 | \$8,025 | \$8,025 | \$8,025 |
| 2015 | \$0 | \$170,865 | \$8,025 | \$8,025 | \$8,025 |
| 2014 | \$0 | \$170,865 | \$8,025 | \$8,025 | \$8,025 |
| 2013 | \$0 | \$170,865 | \$8,025 | \$8,025 | \$8,025 |
| 2012 | \$0 | \$180,358 | \$8,025 | \$8,025 | \$8,025 |
| 2011 | \$0 | \$189,850 | \$8,025 | \$8,025 | \$8,025 |
| 2010 | \$0 | \$189,850 | \$8,025 | \$8,025 | \$8,025 |
| 2009 | \$0 | \$189,850 | \$8,025 | \$8,025 | \$8,025 |
| 2008 | \$0 | \$189,850 | \$8,025 | \$8,025 | \$8,025 |
| 2007 | \$0 | \$189,850 | \$8,025 | \$8,025 | \$8,025 |
| 2006 | \$0 | \$163,744 | \$8,025 | \$8,025 | \$8,025 |
| 2005 | \$0 | \$121,293 | \$8,025 | \$8,025 | \$8,025 |
| 2004 | \$0 | \$105,470 | \$8,025 | \$8,025 | \$8,025 |
| 2003 | \$0 | \$93,390  | \$3,780 | \$3,780 | \$3,780 |

## Deed and Sales History

## Payout Agreement

No payout information available..

# Clallam County Assessor & Treasurer

## Property Search Results > 17696 GLORIA A DAVIS FAMILY LP for Year 2020 - 2021

### Property

#### Account

|                             |                                                   |                    |                                                |
|-----------------------------|---------------------------------------------------|--------------------|------------------------------------------------|
| Property ID:                | 17696                                             | Legal Description: | W 15A OF N2SESE EXC S 30FT OF E 10A PTN IN DFL |
| Geographic ID:              | 0330074400302001                                  | Agent Code:        |                                                |
| Type:                       | Real                                              |                    |                                                |
| Tax Area:                   | 0202 - 323 PORT ST CNTY RDS FD3 FD3EMS L H2 SQP&R | Land Use Code      | 83                                             |
| Open Space:                 | N                                                 | DFL                | Y                                              |
| Historic Property:          | N                                                 | Remodel Property:  | N                                              |
| Multi-Family Redevelopment: | N                                                 |                    |                                                |
| Township:                   |                                                   | Section:           |                                                |
| Range:                      |                                                   |                    |                                                |

#### Location

|                  |                                         |         |     |
|------------------|-----------------------------------------|---------|-----|
| Address:         | SEQUIM DUNGENESS WY<br>SEQUIM, WA 98382 | Map ID: | 227 |
| Neighborhood:    | Designated FL Region 1                  |         |     |
| Neighborhood CD: | 1880000                                 |         |     |

#### Owner

|                  |                                                              |              |                 |
|------------------|--------------------------------------------------------------|--------------|-----------------|
| Name:            | GLORIA A DAVIS FAMILY LP                                     | Owner ID:    | 20692           |
| Mailing Address: | C/O ROBIN ROWLAND<br>9325 SW MEADOW LN<br>PORTLAND, OR 97225 | % Ownership: | 100.0000000000% |
|                  |                                                              | Exemptions:  |                 |

### Pay Tax Due

There is currently No Amount Due on this property.

### Taxes and Assessment Details

Property Tax Information as of 12/17/2020

Amount Due If Paid on:  **NOTE:** If you plan to submit payment on a future date, make sure you enter the date and click RECALCULATE to obtain the correct total amount due.

Click on "Statement Details" to expand or collapse a tax statement.

| Year                | Statement ID | First Half Base Amt. | Second Half Base Amt. | Penalty | Interest | Base Paid | Amount Due |
|---------------------|--------------|----------------------|-----------------------|---------|----------|-----------|------------|
| ▶ Statement Details |              |                      |                       |         |          |           |            |
| 2020                | 11749        | \$2.37               | \$0.00                | \$0.00  | \$0.00   | \$2.37    | \$0.00     |
| ▶ Statement Details |              |                      |                       |         |          |           |            |
| 2019                | 11802        | \$2.34               | \$0.00                | \$0.00  | \$0.00   | \$2.34    | \$0.00     |

### Values

|                                     |   |           |
|-------------------------------------|---|-----------|
| (+) Improvement Homesite Value:     | + | \$0       |
| (+) Improvement Non-Homesite Value: | + | \$0       |
| (+) Land Homesite Value:            | + | \$0       |
| (+) Land Non-Homesite Value:        | + | \$0       |
| (+) Curr Use (HS):                  | + | \$0 \$0   |
| (+) Curr Use (NHS):                 | + | \$75 \$75 |
| <hr/>                               |   |           |
| (=) Market Value:                   | = | \$75      |
| (-) Productivity Loss:              | - | \$0       |
| <hr/>                               |   |           |

|                                 |   |      |
|---------------------------------|---|------|
| (=) Subtotal:                   | = | \$75 |
| (+) Senior Appraised Value:     | + | \$0  |
| (+) Non-Senior Appraised Value: | + | \$75 |
| <hr/>                           |   |      |
| (=) Total Appraised Value:      | = | \$75 |
| (-) Senior Exemption Loss:      | - | \$0  |
| (-) Exemption Loss:             | - | \$0  |
| <hr/>                           |   |      |
| (=) Taxable Value:              | = | \$75 |

## Taxing Jurisdiction

Owner: GLORIA A DAVIS FAMILY LP  
 % Ownership: 100.000000000000%  
 Total Value: \$75  
 Tax Area: 0202 - 323 PORT ST CNTY RDS FD3 FD3EMS L H2 SQP&R

| Levy Code                   | Description                       | Levy Rate     | Appraised Value | Taxable Value | Estimated Tax |
|-----------------------------|-----------------------------------|---------------|-----------------|---------------|---------------|
| ST SCH2                     | STATE SCHOOL PT 2                 | 1.0785210105  | \$75            | \$75          | \$0.08        |
| STATE SCH                   | STATE SCHOOL PT 1                 | 2.0022821815  | \$75            | \$75          | \$0.15        |
| CC GENERAL                  | CLALLAM COUNTY GENERAL            | 1.1089113547  | \$75            | \$75          | \$0.08        |
| DEVDISBLT                   | DEVELOPMENT DISABILITIES COUNTY   | 0.0249999999  | \$75            | \$75          | \$0.00        |
| LND ASSMT                   | LAND ASSESSMENT COUNTY            | 0.0012000004  | \$75            | \$75          | \$0.00        |
| TAX REFUND                  | TAX REFUND FUND COUNTY            | 0.0000000000  | \$75            | \$75          | \$0.00        |
| VET RELIEF                  | VETERAN'S RELIEF COUNTY           | 0.0112499991  | \$75            | \$75          | \$0.00        |
| CAPT IMP                    | CAPITAL IMPROVEMENT PORT DISTRICT | 0.1591657200  | \$75            | \$75          | \$0.01        |
| PRK REC                     | SEQUIM AQUATIC RECREATION CNTR    | 0.0000000000  | \$75            | \$75          | \$0.00        |
| CC RD GEN                   | CLALLAM COUNTY ROAD GENERAL       | 1.1822166801  | \$75            | \$75          | \$0.09        |
| LIB                         | LIBRARY COUNTY                    | 0.4368846245  | \$75            | \$75          | \$0.03        |
| SD #323 CP                  | SD 323 CP                         | 0.6704158617  | \$75            | \$75          | \$0.05        |
| SD 323 GEN                  | SD 323 M & O                      | 1.2873539602  | \$75            | \$75          | \$0.10        |
| FIRE 3 BD                   | FIRE DIST #3 EMS                  | 0.4257109331  | \$75            | \$75          | \$0.03        |
| FIRE 3 GEN                  | FIRE DIST #3 GENERAL              | 1.4256246002  | \$75            | \$75          | \$0.11        |
| HOSP 2 GEN                  | HOSPITAL DIST #2 GENERAL          | 0.4723916570  | \$75            | \$75          | \$0.04        |
| CON FUTURE                  | CONSERVATION FUTURES              | 0.0273752777  | \$75            | \$75          | \$0.00        |
| Total Tax Rate:             |                                   | 10.3143038606 |                 |               |               |
| Taxes w/Current Exemptions: |                                   |               |                 |               | \$0.77        |
| Taxes w/o Exemptions:       |                                   |               |                 |               | \$0.77        |

## Improvement / Building

## Sketch

No sketches available for this property.

## Property Image

No image available for this property.

## Land

| # | Type | Description | Acres  | Sqft | Eff Front | Eff Depth | Market Value | Prod. Value |
|---|------|-------------|--------|------|-----------|-----------|--------------|-------------|
| 1 | 8800 | 8800        | 0.7100 | 0.00 | 0.00      | 0.00      | \$75         | \$75        |

## Roll Value History

| Year | Improvements | Land Market | Current Use | Total Appraised | Taxable Value |
|------|--------------|-------------|-------------|-----------------|---------------|
| 2021 | N/A          | N/A         | N/A         | N/A             | N/A           |

|      |     |      |      |      |      |
|------|-----|------|------|------|------|
| 2020 | \$0 | \$75 | \$75 | \$75 | \$75 |
| 2019 | \$0 | \$73 | \$73 | \$73 | \$73 |
| 2018 | \$0 | \$72 | \$72 | \$72 | \$72 |
| 2017 | \$0 | \$72 | \$72 | \$72 | \$72 |
| 2016 | \$0 | \$70 | \$70 | \$70 | \$70 |
| 2015 | \$0 | \$67 | \$67 | \$67 | \$67 |
| 2014 | \$0 | \$65 | \$65 | \$65 | \$65 |
| 2013 | \$0 | \$66 | \$66 | \$66 | \$66 |
| 2012 | \$0 | \$72 | \$72 | \$72 | \$72 |
| 2011 | \$0 | \$72 | \$72 | \$72 | \$72 |
| 2010 | \$0 | \$72 | \$72 | \$72 | \$72 |
| 2009 | \$0 | \$72 | \$72 | \$72 | \$72 |
| 2008 | \$0 | \$70 | \$70 | \$70 | \$70 |
| 2007 | \$0 | \$69 | \$69 | \$69 | \$69 |
| 2006 | \$0 | \$69 | \$69 | \$69 | \$69 |
| 2005 | \$0 | \$70 | \$70 | \$70 | \$70 |
| 2004 | \$0 | \$72 | \$72 | \$72 | \$72 |
| 2003 | \$0 | \$75 | \$75 | \$75 | \$75 |

## Deed and Sales History

## Payout Agreement

No payout information available..

**Charles Nash Huber and  
Patricia McManus  
Conservation Futures  
Application**



**CLALLAM COUNTY  
CONSERVATION FUTURE PROGRAM  
223 EAST 4<sup>TH</sup> STREET, ROOM 150  
PORT ANGELES, WASHINGTON**

**Application for the purchase of development rights and conservation easement funded by the  
Conservation Futures Property Tax, Ordinance No.958**

Instructions to the Applicant

- Please answer all questions as fully as possible.
- You may attach additional sheets if necessary to fully answer a question.
- Please attach copies of all deeds, surveys and lot certifications which describe the property
- If any item is inapplicable, please mark it "N/A".
- This is an application to sell rights and place a conservation easement on the property. The intention of the sale and approval of the conservation easement is to promote continued use of farmland.
- Please submit questions and application to the Clerk of the Board of Commissioners who will forward them to Conservation Futures Advisory Committee.

**A. APPLICANT INFORMATION**

1. Name of Applicant: North Olympic Land Trust
2. Mailing Address: P.O. Box 2945, Port Angeles, WA 98362
3. Property Address, if different from mailing address: (of land seeking conservation)
- 1865 E Anderson Road  
Sequim, WA 98382
4. Telephone: (360) 417-1815 ext. 5
5. Email Address: [michele@northolympiclandtrust.org](mailto:michele@northolympiclandtrust.org)
6. Contact Person: Michele Canale, Land Protection Specialist
7. Type of legal entity:
- ☐ individual
- ☒ corporation incorporated in the State of Washington (non-profit)
- ☐ general partnership created in the State of \_\_\_\_\_
- ☐ limited partnership created in the State of \_\_\_\_\_
- ☐ limited liability company created in the State of \_\_\_\_\_

8. LANDOWNER(S):

Legal Name: Charles Nash Huber and Patricia McManus

Mailing address: 230 Simpson Road, Sequim, WA 98382 – Patty

1888 Towne Road, Sequim, WA 98382 - Nash

Telephone/Fax/Email: [patty.mcmanus50@gmail.com](mailto:patty.mcmanus50@gmail.com), [orca@olympus.net](mailto:orca@olympus.net)

9. Are there any material facts of circumstances (e.g. pending litigation, bankruptcy, etc.) relating to any of the parties to the proposed transaction which have not been described and may potentially affect the transaction? ☐ Yes ☒ No If Yes, please explain:

This was confirmed with the landowners.

## **B. PROPERTY INFORMATION**

1. Is the property within the Agricultural Retention Zone?

☐

Yes

☒

No

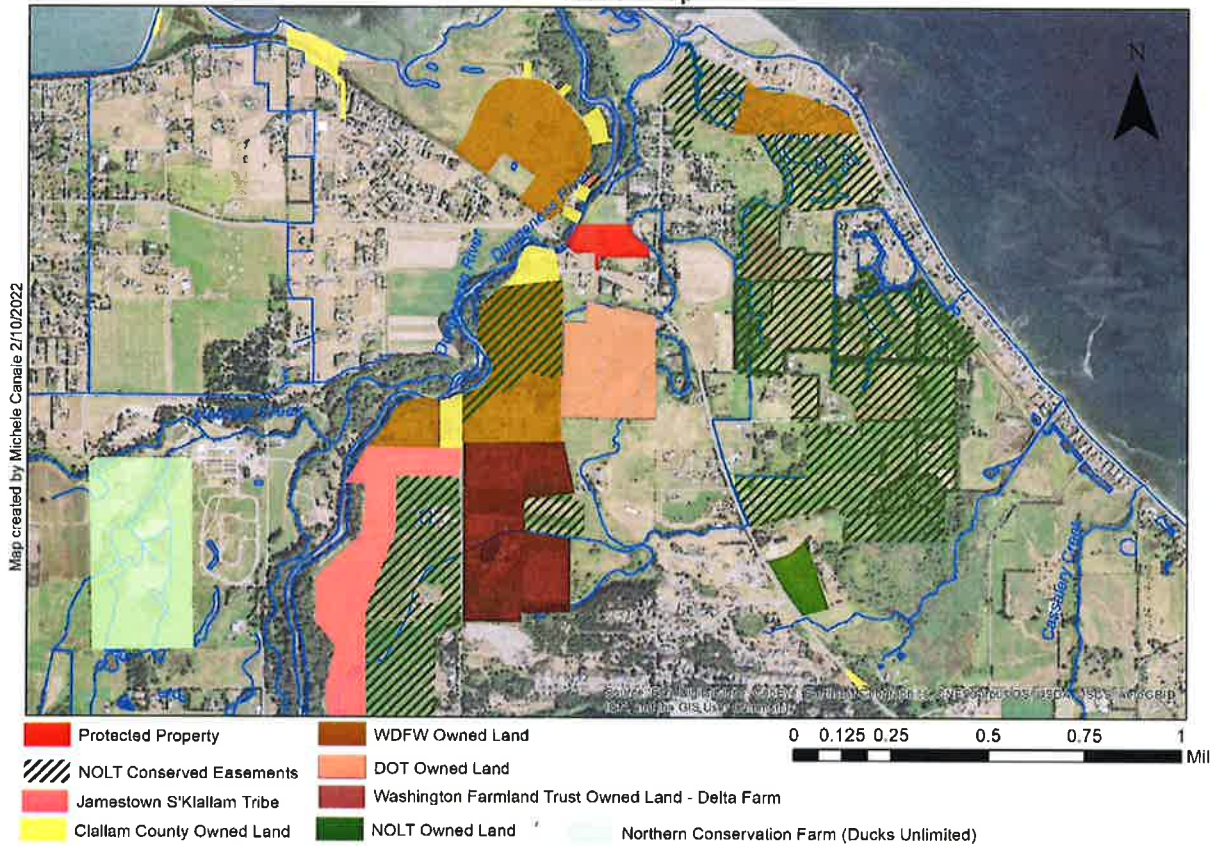
What is the proximity to other conserved farmland?

The Dungeness Hub – Nash’s Organic Produce contains critical farmland infrastructure in the middle of existing farmland in the Dungeness area, which has long been considered the agricultural heart of our County. This property is key to the future of farming in our area as it contains components vital to any viable agricultural business, including a metal packing shed (office space, large walk-in cooler, wash line and storage areas), two greenhouses, four high tunnels, an orchard (apples, pears, plums), and six shipping containers for storage and/or chicken housing. The farm is also proximate to local markets and roadways and contains important, prime agricultural soils.

The Land Trust has been working with our partners to conserve farmland and habitat in the lower Dungeness area since 1995 when John Willits placed a conservation easement on his Quacker Farm in the midst of the Lower Dungeness Basin. The Tribe, the County, the Land Trust, Washington Farmland Trust, Washington Department of Fish and Wildlife (WDFW) and other partners including private landowners, began to form a collective vision for the Lower Dungeness that would ensure that the lands best suited for farming would remain as farmland, those best suited for wildlife would be left for the wildlife, and that all of it would retain the rural character that makes the flatlands surrounding the mouth of the Dungeness River vital to the community. What you see in the map below, showing hundreds of conserved acres, is a result of this bold vision, which the Land Trust continues to implement with this proposed project.

The conserved farmland closest to this property is the 21 acre Meadowbrook Farm, which is approximately 1,200 feet to the east, and which is currently leased to Nash’s Organic Produce. The property is nearby numerous other parcels of conserved land, including farmland, as shown on the map below.

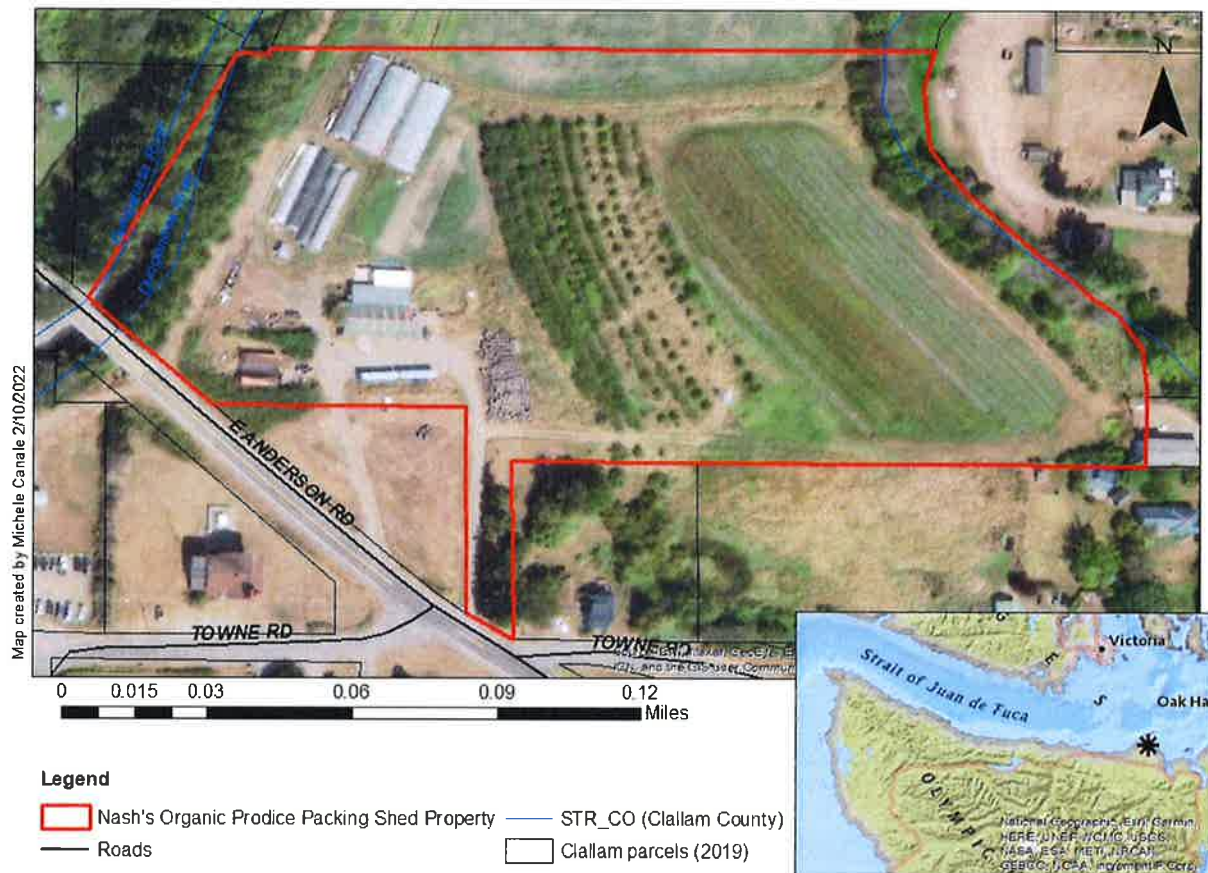
### Dungeness Hub - Nash's Organic Produce Location Map



In 2021, the Land Trust did an extensive study prioritizing farmland conservation possibilities. That study highly rated both this property and other properties all around this farm.

2. Please attach a legal description of the land, recent title report, and copies of any survey maps of the property. (Size and shape)

The farm is 9.79 acres, as shown below.



A survey will likely need to be commissioned as a part of this conservation project. To our knowledge, there has not been a survey completed in the past.

The title report is attached, which includes a legal description.

3. Are there any water rights associated with the parcels? ☒ Yes ☐ No

Please describe:

There is more than enough water for a viable farming operation. There are two wells on the property which provide irrigation water to the property, along with the Dungeness River and Meadowbrook Creek. Both wells are 130 feet deep. One well is located to the west of the packing shed and one on the eastern portion of the property near Meadowbrook Creek, which was installed about seven years ago for Nash's Organic Produce's Farm Store. The well by the packing shed delivers water at 200 gallons per minute, 24 hours a day, and is used for irrigation and the wash line. The well on the east side near Meadowbrook Creek is leased out to the store and Nash Huber doesn't currently use it but has legal access to that water right as well.



6. Please list all soil and water conservation practices and plans in effect on the property.

Nash's Organic Produce is certified organic. According to the Rodale Institute, "What connects all organic farming practices is their ultimate goal: to build and improve the soil, quite literally the foundation of our food system and our lives." As an organic farm, all Nash's Organic Produce farming practices implement soil and water conservation practices. Specific examples include:

As mentioned above, a rye/vetch mixture is planted as a cover crop every winter. Cover crops prevent bare soils, reducing soil loss and increasing soil organic matter over time, resulting in improvements in soil structure, stability, and increased moisture and nutrient holding capacity for plant growth. The vegetable crops are rotated, which helps maintain soil fertility.

About 100 laying hens are housed to the north of the packing shed and their pastures are rotated around the area, adding to soil fertility, suppressing weeds, and reducing insect pressure.

Additionally, compost is spread on the farm regularly, which is made on the nearby Delta Farm that the landowners lease from Washington Farmland Trust.

7. Please identify any conservation practices that address climate change.

The practices referenced above are also practices that address climate change.

Another key practice on the farm and all of Nash's Organic Produce's leased properties to address climate change is the raising of the organic content of the soils. Much care is taken to do this as soils higher in organic matter absorb more carbon dioxide from the atmosphere.

Trees have also been planted on the farm, especially along Meadowbrook Creek, which sequester carbon.

Nash's has received the following prominent state and national awards for his agricultural practices:

- 2011 Ecological Farming (Eco Farm) Award
- 2008 Steward of the Land, American Farmland Trust
- 2006 Vim Wright Stewardship Award, Farming and the Environment
- 2001 Provender Alliance "Golden Carrot" Award

8. Please disclose all residences and buildings on the property

About 2 acres of the property is improved for farming purposes. The 3,392 sq ft. packing shed enables this land to be a hub of operations for local agriculture. It includes a large cooler, office space, wash line and storage. Currently, a community farmstand is being run out of it.

There are also four high tunnels, two 100 feet long x 60 feet wide greenhouses and

six shipping containers for storage and/or chicken housing, shown below in the photo.



9. Please provide a brief history of the property & benefits to the community.

The landowners purchased the land in 1996, but it was leased and farmed by Nash Huber prior, starting in 1987. Once in their ownership, the landowners installed high tunnels first, and then the packing shed in 1998, which greatly expanded the farm's capacity. In 2005, two 100' x 60' greenhouses were placed on the property.

This has been an organic farm since the landowners have owned it, which benefits soil and water quality. The produce grown on this farm is available for the community, open space is maintained along Anderson Road and Sequim-Dungeness Way, which many people drive or bike, and development has been prevented by their ownership. Wildlife have also benefitted by keeping development at bay. This has benefitted raptors along the Dungeness River and other species who depend on riparian habitat.

10. Please describe how the farm is integrated/connected with the broader community.

This farm is well known in the community. In addition to its central location, it has been a host site for past Clallam County Farm Tours and the 20 year home of bi-annual community barn dances.

The farm includes a packing shed and a farmstand, both of which are critical to the success of Nash's Organic Produce. The community can buy directly from their local farmer here. At the farmstand, according to their website, "Only products from our farm

are available, including seasonal veggies, grain, flour, eggs, oil and others.”<sup>1</sup>

Nash’s Organic Produce is an inspiration for farmers in the area, many of whom have worked there and are now running their own businesses and growing local food. Nash Huber was the original certified organic farmer in Clallam County, has been inspiring the community for decades, and recently was the largest organic farmer in Western Washington.

It’s also important to note that this farm is identified as a Community Conservation Opportunity in the Land Trust’s Climate Resiliency Planning Work completed with Jefferson Land Trust in 2021.

This farm also has significance because it provides scenic open space along Anderson Road and Sequim-Dungeness Way, which many people drive or bike. People also enjoy walking or running on the west side of the property along the levee.

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<sup>1</sup> [nashsorganicproduce.com](http://nashsorganicproduce.com)

## C VIABILITY OF PROPOSAL

1. Are there any anticipated or pending threats to convert the land to a non-agricultural use?

☒

Yes

☐

No

If yes, please describe

The property contains high-quality farmland that has been zoned R5, which could allow for this property to be subdivided into 2 lots each with a potential dwelling unit.

In May 2021, the Land Trust finalized a Farmland Conservation Strategy that highly prioritized this property for conservation and its alignment with the goal of protecting quality “agricultural lands from conversion to more intensive residential or commercial land use”.

The landowners would like to see it conserved in perpetuity as farmland, especially after the current farming operations are retired.

We anticipate the need to maintain the approximately 2-acres of existing infrastructure as a building envelope on the property. This would also allow for a potential residence for future farmers and leave the large majority (about 7.79 acres) open to farming.

2. Please describe your plan for stewardship of this farmland.

The landowners intend to keep it as a working organic farm for the near future, although Nash Huber will eventually retire from his farming operations. Selling a conservation easement on the property to the Land Trust will ensure the land is protected as farmland into the future and allow for the opportunity for future farmers to continue the excellent practices that the landowners implemented over the years since purchasing the land in 1996, which continue to this day.

The current plan for the farm is to possibly increase the size of the orchard, and add berries and artichokes. No more infrastructure is planned at this time.

As the Land Trust accepts a conservation easement, a baseline documentation report is created and we enter into a binding relationship with the current and future landowners to ensure that the property’s current agricultural and conservation values are maintained and improved. To fund this work, the Land Trust maintains an invested Stewardship Fund to endow its conservation easement stewardship costs. The current corpus of that fund is over \$1.5 million and funds are added for each new stewardship obligation to address its additional impact.

North Olympic Land Trust is nationally accredited with the Land Trust Accreditation Commission. This means we follow all of the ethical and technical guidelines for responsible land trust operations created by the Land Trust Alliance, and are audited regularly to ensure compliance. In addition, North Olympic Land Trust is a member of the TerraFirma insurance program. This insurance pool was created by land trusts across the country to provide robust legal defense funds for any potential easement violations. Both of these contribute to our promise of being around forever and stewarding each and every property well.

3. Are you applying to receive monies from other funding sources as well as the Conservation Futures Fund?

☒ Yes

☐ No

If yes, please describe

With this proposal, the Land Trust requests that up to \$100,000 from the Conservation Futures Fund be allocated towards the conservation of this farm. In May, we will request significant funding through the State's Washington Wildlife and Recreation Program (WWRP) - Farmland Preservation program. We will also request funding from a Floodplains by Design grant already secured by the Jamestown S'Klallam Tribe specific to projects like this. The Land Trust also intends to conduct a fundraising campaign this fall to support this and other farmland conservation efforts. The major factors that would decrease the amount needed from Conservation Futures are the easement value determined by the property appraisal and success with our WWRP application.

In a best-case scenario, a property appraisal would occur this summer. If delayed by funder requirements, the appraisal would be delayed accordingly.

We expect to get an initial indication on the ranking of our WWRP proposal in October 2022, however funds will not be allocated until the Legislature enacts its Capital Budget in late spring of 2023, and we are likely not under contract until the fall of 2023.

At this stage, we estimate the Land Trust's total costs for this effort to be about \$325,000. These costs are based on consultation with realtors on potential land value, a review of similar easement valuations as a percentage of land value, estimated closing costs and other due diligence, including a conservation easement appraisal, review appraisal, cultural resource assessment, and a Phase I environmental site assessment. We anticipate that our ongoing stewardship of this land will require \$20,000 to be invested in our Stewardship Fund.

The current plan for this project is to:

- March 2022 – Seek up to \$100,000 from the Conservation Futures Fund toward the conservation easement purchase price.
- Finalize the plan with the Jamestown S'Klallam Tribe for the use of up to \$200,000 in funding from Floodplains by Design towards this effort.
- May 2022 – Submit a proposal to WWRP for approximately \$150,000 for this project. In addition, the Land Trust will submit a request for a Waiver of Retroactivity, which if approved, would provide the ability to complete the project prior to approval and still be reimbursed.
- Based on the results of our Conservation Futures application and Waiver of Retroactivity request, the Land Trust could begin the appraisal and complete the due diligence process over the summer of 2022.

3. Composting—Nash's Organic Produce builds its own compost, largely from on-farm materials.
4. Pest management—A comprehensive integrated pest management program includes planting of habitat and forage plants (phacelia) for predator populations to control pests. WSDA organically-certified pesticides and biological controls are also sparingly used.

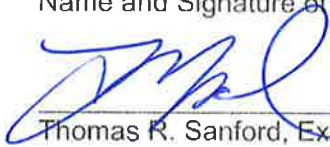
#### D. APPLICATION AGREEMENT

It is understood that the above information is submitted in good faith, based on present expectations of the Applicant, to aid the Conservation Futures Advisory Board of Clallam County in its consideration of this application for the sale of a conservation easement.

The information in this application and supporting documents are true and complete to the best of my/our knowledge and are submitted for the purpose of the sale of a conservation easement. I/We understand that this application is subject to review by the Conservation Futures Advisory Board and the Board of Clallam County Commissioners in order to properly evaluate and process this application.

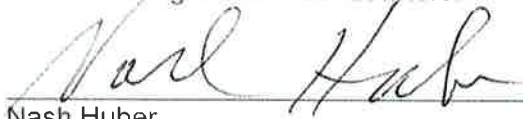
Dated at Port Angeles, WA, on the 14<sup>th</sup> day of March, 2022  
(City) (State)

Name and Signature of Applicant:



Thomas R. Sanford, Executive Director, North Olympic Land Trust

Name and Signature of Landowners:



Nash Huber



Patty McManus

## APPLICATION INSTRUCTIONS – GENERAL GUIDELINES

### **APPLICATION DEADLINE:**

Applications must be received at the Board of County Commissioner's Office, 223 East 4<sup>th</sup> Street, Suite 4, Port Angeles WA 98362-3015 (Clallam County Courthouse, main level, Room 150) until **12 p.m., Monday, March 14, 2022.**

The Clallam County Conservation Futures Program Advisory Board will review applications in a public meeting as determined at the Clallam County Courthouse, Commissioner's Boardroom 160. Applicants will be notified and attendance by the applicant's representative is required for presentation and questions. Following review, Clallam County Conservation Futures Program Advisory Board will forward its recommendation to the Board of County Commissioners.

### **APPLICATION SUBMITTAL INFORMATION:**

Submit the **original application and two copies to:**

Conservation Futures Program Advisory Board

Board of Commissioner's Office

223 East 4<sup>th</sup> Street, Suite 4 (Room 150)

Port Angeles WA 98362-3015

**All copies need to be single sided and not stapled and no folders. All documents and brochures must be printed on 8.5 x 11 letter size paper to be accepted. Documents delivered to other offices and received late by the Commissioners' Office will not be considered nor will ones received by facsimile or e-mail. Submittals made in an incorrect format will not be considered.**

### **CONTACT INFORMATION:**

Questions can be directed to the Clerk of the Board by email at [agores@co.clallam.wa.us](mailto:agores@co.clallam.wa.us) or phone 360-417-2256

Clallam County Conservation Futures Program Advisory Board website can be found at this link: <http://www.clallam.net/bocc/CFPAB.html>



## ALTA Commitment for Title Insurance

Issued By Old Republic Title Insurance Company

### 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 EXTRACTIONAL 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, Old Republic 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 Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

Issued by:  
Olympic Peninsula Title Company  
403 S. Peabody  
Port Angeles, WA 98362  
Tel: (360) 457-4451

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By:

*Shellie Holden*

By

*C. Monroe*

President

Attest

*David Wald*

Secretary

Shellie Holden, Title Examiner

## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "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.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in 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;
  - (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 shall not be 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 shall not be 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.

*This page is only a part of a 2016 ALTA Commitments for Title Insurance. This Commitment is not valid without the Notice; the Commitments to Issue Policy; the Commitments Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions.*

- (c) The Company will only have liability 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 shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be 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) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (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 and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, 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 HAS BEEN 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 the purpose of providing closing or settlement services.

**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.

*This page is only a part of a 2016 ALTA Commitments for Title Insurance. This Commitment is not valid without the Notice; the Commitments to Issue Policy; the Commitments Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions.*

## Commitment for Title Insurance

403 S. Peabody St.  
Port Angeles, WA 98362  
(360)457-4451  
(800)488-0865



495 W. Spruce St.  
Sequim, WA 98382  
(360)683-4179  
(800)488-0864

[www.olypentitle.com](http://www.olypentitle.com)

### Prepared For:

North Olympic Land Trust  
602 E. Front St.  
Port Angeles, WA 98362

Order No.: **124700-TO**

Reference: **Huber/**

For Service on this order call: **Shellie Holden at Port Angeles 360-457-4451**  
OR send E-Mail message to: **shellie@olypentitle.com**

### SCHEDULE A

1. Commitment Date: **October 13, 2021 at 08:30 AM**

2. Policy or Policies to be issued:

a. ALTA Owners Policy (06/17/06)

**Amount: \$0.00**

|                   |               |
|-------------------|---------------|
| <b>Premium:</b>   | <b>\$0.00</b> |
| <b>Sales Tax:</b> | <b>\$0.00</b> |
| <b>Total:</b>     | <b>\$0.00</b> |

Proposed Insured: **Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below.**

3. The estate or interest in the Land described or referred to in this Commitment is: **Fee Simple**

4. Title to said estate or interest in the Land is at the Commitment Date, vested in:

**Nash Huber and Patricia McManus, as tenants in common**

5. The Land referred to in this Commitment is situated in the County of Clallam, State of Washington, and is described as follows: **SEE ATTACHED EXHIBIT "A" HERETO.**

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**Commitment for Title Insurance  
EXHIBIT "A"**

Order No.: **124700-TO**

THAT PORTION OF THE MADISON D.C. NO.41, TOWNSHIP 31 NORTH, RANGE 4 WEST, W.M., CLALLAM COUNTY, WASHINGTON, LYING IN SECTION 36 OF SAID TOWNSHIP AND RANGE, CONVEYED TO NORMAN EUGENE MAPES AND JACOB BLAINE MAPES BY DEED RECORDED DECEMBER 30, 1982 UNDER AUDITOR'S FILE NO. 538266;

EXCEPT COUNTY ROAD KNOWN AS MARINE DRIVE.

SITUATE IN THE COUNTY OF CLALLAM, STATE OF WASHINGTON.

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**Commitment for Title Insurance  
SCHEDULE B, PART I**

**Requirements**

Order No.: **124700-TO**

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. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this Commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
3. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid. An Owner's policy should reflect an amount at least equal to the full value of the estate insured without deduction of encumbrances. A Loan policy shall be issued in an amount equal to the amount of the loan unless there is additional collateral reducing the need for coverage. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
4. Pay the agreed amount for the estate or interest to be insured.
5. Pay the premiums, fees, and charges for the Policy to the Company.
6. 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.
7. Additional requirements and/or exceptions may be added as details of the transaction are disclosed to, or become known by the Company.
8. Due to the conflict between Federal and State laws concerning the cultivation, distribution, manufacture or sale of Marijuana (Cannabis), the Company is not able to Close or Insure any transactions involving land that is associated with these activities.
9. In order to assure timely recording, all recording packages should be sent to:  
  
Olympic Peninsula Title Company  
403 S. Peabody Street  
Port Angeles, WA 98362  
Attn: Recorder
10. Recording fees charged by Clallam County are billed as follows:  
Deeds: \$203.50 for the 1st page and \$1.00 for each additional page.  
Deeds of Trust: \$204.50 for the 1st page and \$1.00 for each additional page.  
  
Effective as of 7/25/2021
11. Investigation should be made to determine if there are any service, installation, maintenance or construction charges for sewer, water, or electricity.

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**Commitment for Title Insurance**  
**SCHEDULE B, PART I**  
(Continued)

12. The Company requires the proposed insured to verify that the land covered by this Commitment is the land intended to be conveyed in this transaction. The description of the land may be incorrect, if the application for Title Insurance contained incomplete or inaccurate information. Notify the Company well before closing if changes are necessary. Closing instructions must indicate that the legal description has been reviewed and approved by all parties.
13. All documents recorded in Washington State MUST include an abbreviated legal description and the parcel number on the first page of the document. The abbreviated description for this property is:  
  
PTN MADISON DLC S36 T31 R4W W.M.

**NOTES:**

1. In the event this transaction fails to close and the commitment is cancelled, a cancellation fee of \$50.00 + sales tax will be charged for services rendered in accordance with our rate schedule.
2. Any map or sketch enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets or other parcels. No representation is made as to accuracy and the Company assumes no liability for any loss occurring by reason of reliance thereon.
3. There are NO conveyances affecting said land recorded within 24 months of the date of this report.
4. As of the date hereof we find no matters of record in Clallam County, Washington against , which would appear as exceptions in the policy to issue, except as shown herein.

**END OF SCHEDULE B, PART I**

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**Commitment for Title Insurance  
SCHEDULE B, PART II**

**Exceptions**

Order No.: **124700-TO**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAR STATUS, OR NATIONAL ORIGIN.

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

- A.** 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.
- B. GENERAL EXCEPTIONS:**
1. Rights or claims of parties in possession, or claiming possession, not shown by the Public Records.
  2. 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.
  3. Easements, prescriptive rights, rights-of-way, liens or encumbrances, or claims thereof, not shown by the Public Records.
  4. 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.
  5. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the Public Records.
  6. 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.
  7. Unpatented mining claims, and all rights relating thereto.
  8. Reservations and exceptions in United States Patents or Acts in authorizing the issuance thereof.
  9. Indian tribal codes or regulations, Indian treaty or aboriginal rights including easements or equitable servitudes.
  10. Water rights, claims or title to water.

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**Commitment for Title Insurance**  
**SCHEDULE B, PART II**  
(Continued)

11. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

**C. SPECIAL EXCEPTIONS TO FOLLOW:**

1. REAL ESTATE EXCISE TAX PURSUANT TO THE AUTHORITY OF R.C.W. 82.45 AND SUBSEQUENT AMENDMENTS THERETO.

AS OF THE DATE HEREIN, THE EXCISE TAX RATE FOR SAID PROPERTY IS 1.6% ON THE FIRST \$500,000.00 OF THE SALES PRICE; 1.78% ON THE PORTION OF SALES PRICE \$500,000.01 UP TO \$1,500,000.00; 3.25% ON THE PORTION OF SALES PRICE \$1,500,000.01; AND 3.5% ON THE PORTION OF SALES PRICE \$3,000,000.01 OR MORE.

2. GENERAL TAXES, (ASSESSMENTS FOR FIRE PATROL, IRRIGATION AND/OR WEED CONTROL, IF ANY) AS FOLLOWS, TOGETHER WITH INTEREST, PENALTY AND STATUTORY FORECLOSURE COSTS, IF ANY, AFTER DELINQUENCY:

(1ST HALF DELINQUENT ON MAY 1; 2ND HALF DELINQUENT ON NOVEMBER 1)

TAX ACCOUNT NO.: 04-31-36-150080  
PROPERTY ID NO.: 45225  
YEAR: 2021  
AMOUNT BILLED: \$2,355.15  
AMOUNT PAID: \$1,177.62  
PRINCIPAL BALANCE: \$1,177.53

3. THE LANDS DESCRIBED HEREIN HAVE BEEN CLASSIFIED AS OPEN SPACE LAND DISCLOSED BY NOTICE RECORDED September 16, 1999 UNDER CLALLAM COUNTY RECORDING NO. 1999 1036079, AND ARE SUBJECT TO THE PROVISIONS OF R.C.W. 84.34, WHICH INCLUDE THE REQUIREMENT OF A CONTINUATION OF RESTRICTED USE IN ORDER TO CONTINUE THE PRESENT ASSESSMENT RATE. A CHANGE IN USE CAN CAUSE AN INCREASED ASSESSMENT RATE FOR PRESENT AND PAST YEARS.

ANY SALE OR TRANSFER OF ALL OR A PORTION OF SAID LAND REQUIRES EXECUTION OF A NOTICE OF COMPLIANCE FORM ATTACHED TO THE EXCISE TAX AFFIDAVIT.

4. ANY UNPAID ASSESSMENTS AND/OR CHARGES, AND LIABILITY FOR FUTURE ASSESSMENTS AND/OR CHARGES IMPOSED BY DOCUMENT RECORDED UNDER CLALLAM COUNTY RECORDING NO. 2015 1324755.

5. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: CLALLAM COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON  
PURPOSE: FLOOD CONTROL WORKS  
AREA AFFECTED: PORTION OF PROPERTY HEREIN DESCRIBED  
RECORDED: April 23, 1963  
RECORDING NO.: 340183

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**Commitment for Title Insurance**  
**SCHEDULE B, PART II**  
(Continued)

6. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:  
  
PURPOSE: IRRIGATION DITCH  
AREA AFFECTED: PORTION OF PROPERTY HEREIN DESCRIBED  
RECORDED: May 15, 1972  
RECORDING NO.: 412463
7. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:  
  
GRANTEE: CLALLAM COUNTY FIRE PROTECTION DISTRICT #3  
PURPOSE: DRAIN FIELD  
AREA AFFECTED: PORTION OF PROPERTY HEREIN DESCRIBED  
RECORDED: October 31, 1978  
RECORDING NO.: 488643
8. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:  
  
GRANTEE: DUNGENESS FARMS, INC. A WASHINGTON CORPORATION  
PURPOSE: INGRESS AND EGRESS  
AREA AFFECTED: PORTION OF PROPERTY HEREIN DESCRIBED  
RECORDED: June 4, 2002  
RECORDING NO.: 2002 1086298
9. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:  
  
GRANTEE: NASH'S FARM STORE; CHARLES NASH HUBER, PATRICIA MCMANUS-HUBER & KIA KOZUN-ARMSTRONG  
PURPOSE: WATER USE  
AREA AFFECTED: PORTION OF PROPERTY HEREIN DESCRIBED  
RECORDED: August 21, 2015  
RECORDING NO.: 2015 1324755
10. PLEASE BE ADVISED THAT OUR SEARCH DID NOT DISCLOSE ANY OPEN DEEDS OF TRUST OF RECORD. IF YOU SHOULD HAVE KNOWLEDGE OF ANY OUTSTANDING OBLIGATION, PLEASE CONTACT THE TITLE DEPARTMENT IMMEDIATELY FOR FURTHER REVIEW PRIOR TO CLOSING.

**END OF SPECIAL EXCEPTIONS**

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# LAND TITLE COMPANY

Filed for Record at Request of LTR-PA

73-1238

AFTER RECORDING MAIL TO:

Name Nash Huber and Patricia McManus

Address 230 Simpson Road

City, State, Zip Sequim, WA 98382

CL-33920

Escrow No. 13976

This Space Reserved For Recording

96 FEB -1 PM 3:30

VO 1124 561

CAL

## Statutory Warranty Deed

### THE GRANTOR

Sean O'Loughlin, as to an undivided one-half interest,  
and Izetta O'Loughlin, as to an undivided one-half interest, each as his separate  
estate  
for and in consideration of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION

in hand paid, conveys and warrants to Nash Huber and Patricia McManus, husband and wife

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

That portion of the Madison D.C. No. 41, Township 31 North, Range 4 West, W.M.,  
Clallam County, Washington, lying in Section 36 of said Township and Range,  
conveyed to Norman Eugene Mapes and Jacob Blaine Mapes by deed recorded December  
30, 1982 under Auditor's File No. 538266;  
EXCEPT county road known as Marine Drive.

### SUBJECT TO:

Easements of record under Auditor's File Nos. 340183 and 489643.  
Right, title and interest of The State of Washington, Department of Game, as  
disclosed of record under Auditor's File No. 377926.

Dated: February 1, 1996

By Sean O'Loughlin  
Sean O'Loughlin

By Izetta O'Loughlin  
Izetta O'Loughlin  
By: Sean O'Loughlin, Attorney in Fact

By

By

State of Alaska  
County of Kenai

I certify that I know or have satisfactory evidence that Sean O'Loughlin is the  
person who appeared before me, and said person acknowledged that he signed this  
instrument and acknowledged it to be his free and voluntary act for the uses and  
purposes mentioned in this instrument.

DATED: 1/30/96

NO. 30763  
CLALLAM COUNTY 1300  
TRANSACTION EXCISE TAX

PAID FEB 1 1996

AMOUNT \$5000.00  
COUNTY TREASURER

LPS-10

Signature of Notary Public  
Printed Name of Notary E. E. J. J. J.  
My commission expires: 8-16-96

BOOK 1124 PAGE 561

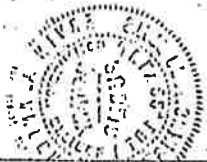
State of Alaska

County of Barrow

I certify that I know or have satisfactory evidence that Sean O'Loughlin is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the Attorney in Fact for Ixetta O'Loughlin to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 1/30/96Signature of Notary Public E. Elaine PernaPrinted Name of Notary E. Elaine PernaMy commission expires: 8-16-96

734238



318

E-7458-F

03406

RIGHT OF WAY DEED

412460

NO. 1267  
CLALLAM COUNTY  
TRANSACTION EXCISE TAX *EX*

PAID MAY 15 1972

AMOUNT *Nil*  
COUNTY TREASURER  
BY *Doris Hunt, Dep*

### Right of Way Deed

In the matter of County Road No. 9525, otherwise known as Sequim-Dungeness Road.  
KNOW ALL MEN BY THESE PRESENTS That the grantor s, Harry E. Mapes *a widower*,  
~~his wife~~ *as his separate estate* in consideration of the benefits and  
other valuable considerations,

, have granted, bargained, sold and conveyed, and by  
these presents do grant, bargain, sell and convey unto the County of Clallam, Washington, the following described  
real estate, situated in the County of Clallam, State of Washington:

All that portion of the following described property lying within 30 feet (as  
measured at right angles) on each side of LINE 1 as described and recorded in  
Volume 369, Page 198, Records of Clallam County.

That portion of the B. J. Madison Donation Claim in Section 31, Township 31  
North, Range 3 West, W.M., Clallam County, Washington, described as follows:

Beginning at a point 50 feet north of the southeast corner of said Donation  
Claim; thence North along the East line thereof 699 feet; thence West 730 feet  
to the county road; thence southerly along the easterly line of said county road  
to a point 50 feet north of the south line of said Donation Claim; thence East  
to the point of beginning.

Also, that portion of the B. J. Madison Donation Claim in Section 31, Township 31  
North, Range 3 West, W.M., Clallam County, Washington, described as follows:

Beginning at a point 749 feet North of The Southeast corner of said Donation Claim;  
thence North along the East line of said Donation Claim, a distance of 340 feet;  
thence West 760 feet, more or less, to the county road; thence southerly along the  
East side of said county road to a point 749 feet North and 730 feet West of the  
Southeast corner of said Donation Claim; thence East 730 feet to the point of  
beginning.

The land being conveyed herein contains an area of 1.37 acres, more or less  
412 378 PAGE 151

FILED FOR RECORD AT THE CLERK'S  
OF County Road Dept.  
RECORDED IN RECORDS OF CLALLAM CO.  
1972 MAY 15 PM 2:26  
IN VOL. 378 PAGE 151  
ALICE C. THORNE, AUDITOR  
CLALLAM COUNTY, WASH.  
Deputy

412460

To Have and to Hold the same, unto the County of Clallam, Washington, for the purpose of a public road forever.

Dated this 25<sup>th</sup> day of April, 1972.

Harry E. Mapes (SEAL)  
(SEAL)

STATE OF WASHINGTON,  
County of Clallam

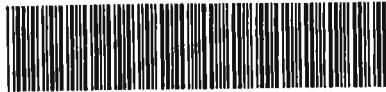
On this day personally appeared before me Harry E. Mapes  
to me known to be the individual described in and who executed the within and foregoing instrument, and  
acknowledged that he signed the same as his free and voluntary act and deed, for the uses and pur-  
poses therein mentioned.



GIVEN under my hand and official seal this 25<sup>th</sup> day of April, 1972.

John A. Robinson  
Notary Public in and for the State of Washington,  
residing at

VOL 378 PAGE 152



1999 1036079 Clallam  
County

RECORDED AT THE CLALLAM COUNTY  
OF Assessor  
RECORDED IN RECORDS/CLALLAM CO.

99 SEP 16 AM 10:55

CLALLAM COUNTY, WASH.  
BY KCH DEPUTY

OPEN SPACE TAXATION AGREEMENT  
CH. 84.34 RCW  
(TO BE USED FOR "OPEN SPACE", "TIMBERLAND" CLASSIFICATION OR RECLASSIFICATION ONLY)

Grantor(s) Clallam County, 223 East Fourth Street, Port Angeles, WA 98362  
Grantee(s) Nash Huber & Patricia McManus, 230 Simpson Rd, Sequim, WA 98382  
Legal Description PT Tx5650 EXC RW & EXC. TX#s Madison DC Sec. 36; Twp. 31; Rg 4 (9.48 Acres); SEC 36, TWP 31N, RNG 4W WM

Assessor's Property Tax Parcel or Account Number 043136150080

Reference Numbers of Documents Assigned or Released

This agreement between Nash Huber & Patricia McManus, hereinafter called the "Owner", and Clallam County, 223 East Fourth Street, Port Angeles, WA 98362, hereinafter called the "Granting Authority".

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

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

Open Space

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

1. During the term of this Agreement, the land shall be used only in accordance with the preservation of its classified use.
2. No structures shall be erected upon such land except those directly related to, and compatible with, the classified use of the land.
3. This Agreement shall be effective commencing on the date the legislative body receives the signed Agreement from the property owner, and shall remain in effect until the property is withdrawn or removed from classification.
4. This Agreement shall apply to the parcels of land described herein and shall be binding upon the heirs, successors and assignees of the parties hereto.
5. **Withdrawal:** The land owner may withdraw from this Agreement if, after a period of eight years, he or she files a request to withdraw classification with the Assessor. Two years from the date of that request the Assessor shall withdraw classification from the land, and the applicable taxes and interest shall be imposed as provided in RCW 84.34.070 and 84.34.108.
6. **Breach:** After the effective date of this Agreement, any change in use of the land, except through compliance with items (5), (7) or (9) shall be considered a breach of this Agreement, and shall be subject to removal of classification and liable for applicable taxes, penalties, and interest as provided in RCW 84.34.080 and 84.34.108.
7. A breach of Agreement shall not have occurred and the additional tax shall not be imposed if removal of classification resulted solely from:
  - (a) Transfer to a governmental entity in exchange for other land located within the State of Washington.

- (b) A taking through the exercise of the power of eminent domain, or sale or transfer to an entity having such power in anticipation of the exercise of such power and having manifested its intent in writing or by other official action.
  - (c) A natural disaster such as a flood, windstorm, earthquake, or other such calamity rather than by virtue of the act of the landowner changing the use of such property.
  - (d) Official action by an agency of the State of Washington or by the county or city where the land is located disallowing the present use of such land.
  - (e) Transfer of land to a church when such land would qualify for exemption pursuant to RCW 84.34.210.
  - (f) Acquisition of property interests by State agencies or agencies or organizations qualified under RCW 84.34.210 and 64.04.130 (See RCW 84.34.108(5)(f)).
  - (g) Removal of land classified as farm and agricultural land under RCW 84.34.020(2)(d).
8. The county Assessor may require an owner to submit data relevant to continuing the eligibility of any parcel of land described in this Agreement.
9. Reclassification as provided in Chapter 84.34 RCW.

This agreement shall be subject to the following conditions:

It is declared that this Agreement specifies the classification and conditions as provided for in CH 84.34 RCW and the conditions imposed by this Granting Authority. This Agreement to tax according to the use of the property may be annulled or canceled at any time by the Legislature.

Granting Authority:

Dated 08-25-98

Carole Y. Boardman  
City of County

Chair, Board of Clallam County Commissioners  
Title

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

Dated 10-14-98

Nail Hub  
Owner(s)

X Patricia S. McManus  
(Must be signed by all owners)

Date signed Agreement received by Legislative Authority 10-15-98

Prepare in triplicate with one completed copy to each of the following: Owner, Legislative Authority, County Assessor

340183

## EASEMENT

This indenture, made this 20<sup>th</sup> day of April, 1963, between  
Harry E. Mapes & Rachel E. Mapes first party and CLALLAM COUNTY, a Municipal  
 second party, Corporation of the State of  
Washington

WITNESSETH, that first party, in consideration of ~~ONE AND NO/100 PARTS~~ \$1,000.00  
 (one), receipt of which is acknowledged, and the benefits which will accrue  
 to the land of first party by the exercise of the rights herein granted, do  
 hereby remise, release and forever quitclaim unto second party, its successors  
 and assigns, an easement and right of way for the purposes hereinafter stated,  
 over and through, under, along and across all or any part of that certain parcel  
 of land situate in CLALLAM County, State of WASHINGTON, described as follows:

See Exhibit "A" attached.

Said easement and right of way are for the following purposes: The right  
 to enter upon the above-described land to construct, reconstruct, maintain and  
 repair a bank protection and/or other flood control works, including all appur-  
 tenances thereto, together with any enlargement or reconstruction thereof, and  
 to trim, cut, fell and remove all such trees, brush and other natural growth  
 and obstructions as are necessary to provide adequate clearance and to eliminate  
 interference with, or hazards to, the structures, improvements or utilities placed  
 on, over or under said land; and included as an appurtenance to said easement is  
 a right of access thereto over any other lands owned by first party.

It is understood and agreed that second party and/or the United States,  
 their contractors or agents, shall have the right to appropriate from the land  
 above-described, such timber, rock, earth or gravel as may be necessary for the  
 construction or repair of said bank protection and/or flood control works.

The consideration above-mentioned is accepted as full compensation for all  
 damages incidental to the exercise of the rights above granted.

To have and to hold, all and singular the said easement and right of way,  
 together with appurtenances, unto second party, its successors and assigns.

IN WITNESS WHEREOF, first party have hereunto set their hands, the day  
 and year above written.

Harry E. Mapes

First Party

Rachel E. Mapes

First Party

STATE OF WASHINGTON)  
 ) ss  
 COUNTY OF CLALLAM)

On this day personally appeared before me Harry E. Mapes and Rachel E. Mapes, his/  
 to me known to be the individuals, described in and who executed the foregoing  
 instrument, and acknowledged to me 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 20th day of April, 1963.



Notary Public

My commission expires July 20, 1966

Exhibit A to deed from  
Mapes, & us dated 20 April 1963

A parcel of land in the B. J. Madison D.L.C. No. 41  
(Not 1208) in Township 31 North, Range 4 West of the Willamette  
Meridian, Clallam County, Washington, described as being all  
that land lying southeasterly of the centerline of the Dungeness  
River and northwesterly of a line described as beginning in the  
southwest corner of B. J. Madison D.L.C.; thence northeasterly  
to a point 400 feet west and 565.2 feet north of the southeast  
corner of Section 25 in said Township and Range: EXCEPT there-  
from, all that portion of the south 252 feet of the west 228.8  
feet of the B. J. Madison D.L.C. lying northwesterly of the  
above described line.

340183

Filed for Record of the Deed

at *Clallam County*

APR 23 1963

15

267 of

103

By *Dim. Ltd.*

412463-

3163405

### EASEMENT

For a valuable consideration, receipt of which is hereby acknowledged, the Grantor

Harry E. Mapes, and Rachel E. Mapes, a widow, as his  
separate estate, does

hereby grant and convey to the Grantee Duganess Irrigation District  
their successors and assigns, the right, privilege and authority to construct, improve, repair and  
maintain an Irrigation Ditch

across, over and upon the following land, located in Clallam County, State of  
Washington, to-wit:

That portion of the B. J. Madison Donation Claim in Section 31, Township 31  
North, Range 3 West, W.M., Clallam County, Washington, described as follows:

Beginning at a point 50 feet north of the southeast corner of said Donation  
Claim; thence North along the East line thereof 699 feet; thence West 730 feet  
to the county road; thence southerly along the easterly line of said county road  
to a point 50 feet north of the south line of said Donation Claim; thence East  
to the point of beginning.

Also, that portion of the B. J. Madison Donation Claim in Section 31, Township 31  
North, Range 3 West, W.M., Clallam County, Washington, described as follows:

Beginning at a point 749 feet North of The Southeast corner of said Donation Claim;  
thence North along the East line of said Donation Claim, a distance of 340 feet;  
thence West 760 feet, more or less, to the county road; thence southerly along the  
East side of said county road to a point 749 feet North and 730 feet West of the  
Southeast corner of said Donation Claim; thence East 730 feet to the point of  
beginning.

vol 378 PAGE 158

✓ The land being conveyed herein contains an area of 1.37 acres, more or less.

338 128

The Grantor, ~~and~~ shall make no use of the land occupied by said Irrigation Ditch  
except for ingress and egress

In exercising the rights herein granted, the Grantee, ~~and~~ their successors and assigns, may pass  
and repass over said Irrigation Ditch, and  
may cut and remove brush, trees and other obstructions which in the opinion of the Grantee, ~~in~~  
interfere with, the flow of said irrigation ditch

The covenants herein contained shall run with the land and are binding upon all subsequent  
owners thereof.

The center line of said irrigation ditch shall be parallel with, and not  
more than five feet distant on either side from, a principal center line across said  
land, said centerline lying 35 feet distant easterly from LINE 1 as described and  
recorded in Volume 369, Page 198, Records of Clallam County.



In Witness Whereof, The said Grantor ~~has~~ executed this instrument the 22  
day of April 1972.

Henry E. Mapes

STATE OF WASHINGTON,

IN (INDIVIDUAL ACKNOWLEDGMENT)

County of Clallam

I, Ervin A. Andersen Notary Public in and for the State of Washington, residing  
at Seaside do hereby certify that on this 25<sup>th</sup>  
day of April, 1972, personally appeared before me

Harvey E. Mapes  
to me known to be the individual described in and who executed the within instrument and acknowledged that  
he signed and sealed the same as his free and voluntary act and deed for the uses and  
purposes herein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this Twenty fifth  
April, 1972 day of  
Ervin A. Andersen  
Notary Public in and for the State of Washington, residing at Seaside in said County.

FILED FOR RECORD AT THE REQUEST  
OF County Road Dept  
RECORDED IN RECORDS OF CLALLAM CO.  
1972 MAY 15 PM 2:57  
IN VOL. 378 PAGE 158  
ALICE C. THORNE, AUDITOR  
CLALLAM COUNTY, WASH.  
Deputy

412463

TO  
EASEMENT  
RIGHT OF WAY

FROM

TO

**Transamerica Title Insurance Co**

**A Service of  
Transamerica Corporation**

488613

**Filed for Record at Request of**

Name \_\_\_\_\_  
Address Rt 3 Box 760  
City and State Aspen

THIS SPACE PROVIDED FOR RECORDER'S USE

ALCOSELO DE KELLER S. DE C.A. S.

1978 OCT 31 PM 3: 21

533 540

NAME: Dr. J. H. Smith  
 COUNTY: Alameda  
 DATE: 1902

488013

## Quit Claim Deed

**THE GRANTOR**                      Harry Mapes

for and in consideration of

conveys and quit claims to Clallam County Fire Protection District #3

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

For easement purposes only an easement for drainfield over, under and across the following described property.

Beginning at the corner to Sections 25, 30, 31, 36, Township 31 North, on the Range line between Ranges 3 and 4 West W.M., thence south 748.78 feet thence S 89°41'37" W 100 feet to the true point of beginning thence continuing on the same bearing a distance of 15 feet thence N 0°08'32" E a distance of 35 feet thence N 89°41'37" E a distance of 15 feet thence S 0°08'32" W a distance of 35 feet to the true point of beginning, all situate in Clallam County, State of Washington.

ptm madison bc

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

X-2000 E. M. 920  
(Individual)

( Individual )

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

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

STATE OF WASHINGTON  
COUNTY OF Maricopa

On this day personally appeared before me

Harry F. "Opes.....  
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 ..... free and voluntary act and deed,  
for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this  
24th day of October 1978

Notary Public in and for the State of Wash.

My Commission Expires Nov. 3, 1978

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

On this ..... day of ....., 19.....  
before me, the undersigned, a Notary Public in and for the State of Wash-  
ington, duly commissioned and sworn, personally appeared.....

and \_\_\_\_\_  
to me known to be the \_\_\_\_\_ President and \_\_\_\_\_ Secretary,  
respectively, of \_\_\_\_\_  
\_\_\_\_\_ corporation, that executed the foregoing instrument, and acknowledged  
the execution of 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:**

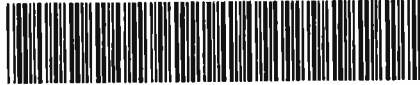
10/31/1978

VOL 533-540

Filed for Record at the Request of:

GARY R. COLLEY  
The Law Firm of  
Platt Irwin Taylor  
403 South Peabody  
Port Angeles, WA 98362

NO. 56502  
CLALLAM COUNTY  
TRANSACTION EXCISE TAX



2002 1086298

Clallam  
County

2002 JUN -4 PM 3:18

DATE  
PAID JUN 04 2002

AMOUNT  
COUNTY TREASURER  
BY

**EASEMENT****Grantors: NASH HUBER AND PATRICIA McMANUS, husband and wife****Grantee: DUNGENESS FARMS, INC., a Washington corporation**

Legal Description: Sections of 25, 30, 31 and 36, T31N, R3&4W;  
vacated Lots 1 through 5, Lots 10 through 19, Blk 26; vacated  
Lots 1 through 5, Lots 18 and 19, Blk 21; portion lying between  
Lots 15 through 19, Blk 16 and Lots 1 through 5, Blk 21; part of  
Lots 2 and 3, S25, T31N, R4W; portion of Madison D.C. No. 41,  
T31N, R4W, all in W.M., Clallam County, Washington.

Assessor's Property Tax Parcel Account Number: 043125 110000;  
043125 350210; 043136 150080

**PARTIES**

1.1 Grantors. NASH HUBER AND PATRICIA McMANUS, husband and wife.

1.2 Grantee. DUNGENESS FARMS, INC., a Washington corporation.

**EASEMENT**

2.1 Grant of Easement. Grantors hereby grants to Grantee an easement as described herein of the type described herein for the purposes described herein.

2.2 Purpose. The purpose of this easement is for ingress and egress.

2.3 Consideration. This easement is for good and valuable consideration of TEN DOLLARS (\$10.00) and in recognition of the

historical use of the roadway by Dungeness Farms and existing prescriptive rights to continue said use.

2.4 Benefited Property. This easement is to benefit the following described real property situated in the County of Clallam, State of Washington:

See **Exhibit A** attached hereto.

2.5 Location of Easement. The location of the easement is described as follows: The existing roadway located on the top of a dike below described burdened property located in an easement area established by an easement granted to Clallam County on April 20, 1963, filed under Clallam County Auditor's File No. 340183.

2.6 Burdened Property. This easement is to burden the following described real property situated in the County of Clallam, State of Washington:

That portion of the Madison D.C. No. 41, Township 31 North, Range 4 West, W.M., Clallam County, Washington, lying in Section 36 of said Township and Range, conveyed to Norman Eugene Mapes and Jacob Blaine Mapes by deed recorded December 30, 1982 under Auditor's File No. 538266; EXCEPT county road known as Marine Drive.

2.7 Term of Easement. The term of this easement is for as long as the dike exists. Should the dike be permanently removed without reconstruction this easement shall terminate.

2.8 Maintenance and Repair. If the Grantee's use of the easement causes any damage to the existing roadway located on the easement, Grantee will be responsible for repairing said damage. Grantors assume no responsibility for maintenance or repair of

instrument; and they acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

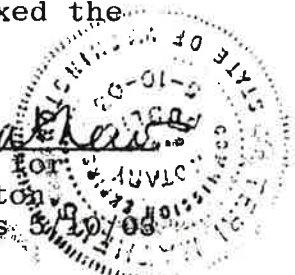
WITNESS my hand and official seal hereto affixed the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC in and for  
the State of Washington.  
My Commission Expires: \_\_\_\_\_

On this 11th day of April, 2002, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JAMES C. PIGOTT, known to be the individual named in and who executed the within and foregoing instrument; and he acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

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

*Ter J. Mathews*  
\_\_\_\_\_  
NOTARY PUBLIC in and for  
the State of Washington  
My Commission Expires: 5/10/03



the existing roadway in the easement area.

2.9 Hold Harmless and Indemnity. Grantee agrees to indemnify Grantors and hold them harmless from and in respect of and reimburse them for any costs, expenses, claims or damages, including attorney's fees arising out of or relating to Grantee's use of the easement, provided, however, the Grantors shall remain liable for their own negligent, intentional or wilful acts with regard to the easement property.

2.9 Appurtenant Easement. The benefits and burdens granted and imposed by this instrument shall run with the lands described herein.

DATED this 21<sup>ST</sup> day of May, 2002.

DUNGENESS FARMS, INC., a  
Washington corporation

By \_\_\_\_\_  
Its \_\_\_\_\_

Nash Huber  
Nash Huber, Grantor

Patricia McManus  
Patricia McManus, Grantor

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF CLALLAM )

On this 21<sup>ST</sup> day of May, 2002, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared NASH HUBER and PATRICIA McMANUS, husband and wife, Grantors, known to be the individuals named in and who executed the within and foregoing

instrument; and they acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

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



*Cynthia J. Lauderbach*  
NOTARY PUBLIC in and for  
the State of Washington.  
My Commission Expires: 7-23-04

STATE OF WASHINGTON )

) ss.

COUNTY OF CLALLAM )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2002, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JAMES C. PIGOTT, Grantee, known to be the individual named in and who executed the within and foregoing instrument; and he acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

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

\_\_\_\_\_  
NOTARY PUBLIC in and for  
the State of Washington.  
My Commission Expires: \_\_\_\_\_

**PARCEL "A":**

BEGINNING AT THE CORNER OF SECTIONS 25, 30, 31 AND 36 OF TOWNSHIP 31 NORTH, ON RANGE LINE BETWEEN RANGES 3 AND 4, WEST; THENCE WEST ON SECTION LINE 200 FEET; THENCE NORTH 566 2/10 FEET; THENCE WEST 655 FEET; THENCE NORTH 9° 53' EAST 221 6/10 FEET; THENCE NORTH 15° 50' WEST 893 6/10 FEET TO THE INITIAL POINT OF THIS DESCRIPTION; THENCE WEST 300 FEET; THENCE NORTH TO THE SHORE OF DUNGENESS BAY; THENCE EAST ALONG THE SHORE OF DUNGENESS BAY 300 FEET; MORE OR LESS TO THE WEST LINE OF THAT CERTAIN TRACT DEEDED TO FRED T. SHERMAN BY DEED RECORDED MARCH 11, 1930 UNDER AUDITOR'S FILE NO. 134826; THENCE SOUTH ALONG SAID WEST LINE TO THE INITIAL POINT, TOGETHER WITH ALL SECOND CLASS TIDE LANDS, LYING NORTH OF AND IN FRONT OF AND ADJACENT TO SAID PROPERTY.

**PARCEL "B":**

BEGINNING AT THE CORNER OF SECTION 25, 30, 31 AND 36, OF TOWNSHIP 31 NORTH ON RANGE LINE BETWEEN RANGES 3 AND 4, WEST; THENCE WEST ON SECTION LINE 200 FEET; THENCE NORTH 566 2/10 FEET; THENCE WEST 260 FEET TO THE INITIAL POINT OF THIS DESCRIPTION; THENCE WEST 395 FEET; THENCE NORTH 9° 53' EAST 221 6/10 FEET; THENCE NORTH 15° 50' WEST 893 6/10 FEET; THENCE NORTH TO SHORE OF DUNGENESS BAY; THENCE EASTERLY ALONG THE SHORE OF SAID DUNGENESS BAY TO A POINT INTERSECTING THE SECTION LINE BETWEEN SECTIONS 25, TOWNSHIP 31 NORTH, RANGE 4 WEST, AND SECTIONS 30, TOWNSHIP 31 NORTH, RANGE 3 WEST, PROJECTED NORTHERLY INTO SAID DUNGENESS BAY; THENCE SOUTH ALONG SAID PROJECTED SECTION LINE BETWEEN SAID SECTIONS 25 AND 30 TO A POINT WHERE THE SAME INTERSECTS THE NORTH LINE OF THE B. J. MADISON DONATION CLAIM; THENCE NORTH 70° WEST ALONG THE SAID NORTH LINE OF THE SAID B. J. MADISON DONATION CLAIM TO A POINT 30 FEET WEST OF THE WEST LOT LINE PRODUCED OF THE TOWNSITE OF DUNGENESS; THENCE SOUTH 908.36 FEET; THENCE WEST 30 FEET; THENCE SOUTH 30 FEET TO THE INITIAL POINT, TOGETHER WITH ALL SECOND CLASS TIDELANDS, LYING NORTH OF AND IN FRONT OF AND ADJACENT TO THE SAID PROPERTY; EXCEPT THAT PORTION THEREOF LYING WESTERLY OF THE CENTER LINE OF THE DUNGENESS RIVER.

**PARCEL "C":**

ALL THAT PART OF LOT 1, SECTION 30, TOWNSHIP 31 NORTH, RANGE 3 WEST, SITUATE, LYING AND BEING NORTHWESTERLY OF THE ROAD OR HIGHWAY OR WHARF, WHICH ROAD IS COUNTY ROAD NO. 9525 WHICH BEARS NORTH 25° 10' 30" EAST FROM THE WEST LINE OF SAID LOT 1 WHERE THE SAME RUNS INTO GROVELAND AVE., ALSO AND TOGETHER WITH ALL SECOND CLASS TIDE LANDS LYING SITUATE AND BEING NORTHWESTERLY OF THE SAID ROAD OR HIGHWAY AND WHARF PROJECTED INTO SAID DUNGENESS BAY AND EAST OF THE WEST LINE OF SAID LOT 1, PROJECTED NORTHERLY INTO SAID DUNGENESS BAY.

**PARCEL "D":**

VACATED LOTS 1 THRU 5, INCLUSIVE, AND 10 THRU 19, INCLUSIVE, IN BLOCK 6, TOGETHER WITH VACATED FIR STREET ADJOINING SAID BLOCK ON THE WEST, AND VACATED ALLEY'S IN SAID BLOCK; ALSO VACATED LOTS 1 THRU 5 INCLUSIVE AND 18 AND 19 IN BLOCK 21, TOGETHER WITH THE NORTH HALF OF VACATED ALLEY ABUTTING SAID LOTS 1 THRU 5 INCLUSIVE, AND THE NORTH HALF OF VACATED ALLEY ABUTTING SAID LOTS 18 AND 19 IN SAID BLOCK 21; ALSO VACATED LOTS 1, 18 AND 19 IN BLOCK 28, TOGETHER WITH THE NORTH HALF VACATED ALLEY ABUTTING SAID LOT 1, AND THE SOUTH HALF OF VACATED ALLEY ABUTTING SAID LOTS 18 AND 19 IN SAID BLOCK 28. ALSO THAT PORTION OF VACATED 4TH STREET LYING BETWEEN LOTS 15 THRU 19 INCLUSIVE, SAID BLOCK 16 AND LOTS 1 THRU 5, INCLUSIVE, SAID BLOCK 21; ALL IN THE PLAT OF DUNGENESS, ACCORDING TO PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 69, RECORDS OF CLALLAM COUNTY, WASHINGTON.

**PARCEL "E":**

THAT PART OF LOTS 2 AND 3 OF SECTION 25 AND OF E. H. MC ALMOND DONATION LAND CLAIM AND OF B. J. MADISON DONATION LAND CLAIM, AND OF ADJOINING TIDELANDS AND SHORELANDS LYING IN SECTION 25, TOWNSHIP 31 NORTH, RANGE 4 WEST, W.M., WHICH IS BOUNDED ON THE NORTH BY DUNGENESS BAY, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SECTION CORNER COMMON TO SECTIONS 25 AND 36 TOWNSHIP 31 NORTH, RANGE 4 WEST AND TO SECTION 30 AND 31, TOWNSHIP 31 NORTH, RANGE 3 WEST, W.M.; THENCE WEST ON THE SECTION LINE 200 FEET; THENCE NORTH 566.2 FEET; THENCE WEST 655 FEET; THENCE NORTH 9° 53' EAST 221.6 FEET; THENCE NORTH 15° 50' WEST 893.6 FEET; THENCE WEST TO THE CENTER LINE OF THE DUNGENESS RIVER AS THE SAME EXISTS AT THIS TIME AND BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTHWESTERLY FOLLOWING THE CENTER LINE OF SAID DUNGENESS RIVER TO THE POINT OF INTERSECTION OF SAID CENTER LINE WITH THE WESTERLY LINE OF THE TRACT CONVEYED BY HENRY MC ALMOND AND MABEL MC ALMOND, HIS WIFE TO FRED T. SHERMAN BY WARRANTY DEED DATED MAY 9, 1930, RECORDED IN VOLUME 121 OF DEEDS, PAGE 18, RECORDS OF CLALLAM COUNTY, WASHINGTON, THENCE NORTH ALONG THE WEST LINE OF SAID SHERMAN TRACT 720 FEET MORE OR LESS, TO THE SHORELINE OF DUNGENESS BAY; THENCE WESTERLY ALONG SAID SHORELINE APPROXIMATELY NORTH 77° WEST APPROXIMATELY 300 FEET; THENCE CONTINUING ALONG SAID SHORELINE IN A WESTERLY DIRECTION TO THE INTERSECTION OF SAID SHORELINE WITH THE CENTER LINE OF THE DUNGENESS RIVER AT ITS MOUTH; THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE CENTER LINE OF SAID RIVER APPROXIMATELY SOUTH 47° EAST APPROXIMATELY 400 FEET; THENCE CONTINUING ALONG THE CENTER LINE OF SAID RIVER APPROXIMATELY NORTH 89° EAST APPROXIMATELY 800 FEET; THENCE CONTINUING ALONG THE CENTER LINE OF SAID RIVER APPROXIMATELY SOUTH 61° 42' EAST APPROXIMATELY 570 FEET TO THE TRUE POINT OF BEGINNING AND CONTAINING 19 ACRES MORE OR LESS, TOGETHER WITH ALL TIDELANDS OF THE SECOND CLASS AS CONVEYED BY THE STATE OF WASHINGTON SITUATE IN FRONT OF ADJACENT TO OR ABUTTING THEREON, ALL SITUATED IN CLALLAM COUNTY, STATE OF WASHINGTON.



**Nash's Farm Store, Attn: Patty McManus  
4681 Sequim-Dungeness Way  
Sequim, WA 98382**

### **EASEMENT FOR WATER USE**

**County:** Clallam County, Washington

**Grantor:** Nash's Organic Produce; Charles Nash Huber & Patricia McManus-Huber, owners

**Grantee:** Nash's Farm Store; Charles Nash Huber, Patricia McManus-Huber & Kia Kozun-Armstrong, owners

**Affected properties:**

Grantor is currently owner of the property at 1865 E. Anderson Rd., Sequim, WA 98382

Parcel # 043136150080, as shown on the attached legal description, EXHIBIT "A".

Grantee is currently owner of the property at 4681 Sequim-Dungeness Way, Sequim, WA 98382

Parcel # 043136110180, as shown on the attached legal description, EXHIBIT "B".

1. Grantor does hereby grant to Grantee, its successors and assigns, and Grantee hereby accepts a Water Use Easement for a portion of Grantor's water originating from the well designated on the attached map as EXHIBIT "C".
2. The easement described above shall be for water use and for unrestricted ingress and egress to Grantor's property for the purpose of installing, repairing, testing, maintaining, and replacing the infrastructure.
3. Grantor shall not locate any structures within the easement. Grantor may use the surface of the easement provided such use does not interfere with Grantee's rights contained in this easement. Grantor shall not permit any other utilities to be located in the easement without the written consent of Grantee. The easement shall perpetually encumber the property.
4. Grantee shall be responsible for the maintenance of water equipment and facilities located within the easement. Grantor shall be responsible for landscape and surface maintenance within the easement. Grantee's use of the easement shall not unreasonably interfere with Grantor's use of its property.

5. Grantee hereby agrees to defend, hold harmless, and indemnify Grantor, its successors and assigns, from any claim of liability or any other claim involving the well or water line or arising out of the Grantee's use of the easement described above, unless caused by Grantor's negligent or willful conduct or Grantor's failure to fulfill its maintenance obligations as set forth in the attached JOINT USE & MAINTENANCE AGREEMENT, EXHIBIT "D".
6. In addition to all other remedies allowed by law, the parties, their successors and assigns, shall have the right to seek injunctive relief for the enforcement of the terms and conditions of this agreement.
7. The terms, conditions, and provisions of this agreement shall extend to, be binding upon and inure to the benefit of the heirs, personal representatives and assigns of the parties.
8. In case suit or action is instituted in connection with this agreement, the prevailing party shall be entitled to recover from the losing party such sums as the court may adjudge reasonable as attorney fees and costs in such suit or action or upon appeal.

This Easement is executed as of the date of acknowledgement of Grantor's signature, but shall be deemed effective as of the Effective Date stated below.

Effective Date

8/21/2015

Grantor

*Nash Hub*

Grantor

*Patricia McMenus-Huber*

Notary

*R E Reese*

Witness

*Penelope J. Cope*

Witness

*Edward J. Bailey*

ROBINA E REESE  
Notary Public  
State of Washington  
My Commission Expires  
July 05, 2019

[Exhibit "A": Description of the Land, Grantor]

[Exhibit "B": Description of the Land, Grantee]

[EXHIBIT "C": Map of the Lands subject to the Easement]

[EXHIBIT "D": Joint Use & Maintenance Agreement]

## LAND TITLE COMPANY

Filed for Record at Request of LITE-PA

734238

AFTER RECORDING MAIL TO:

Name Nash Huber and Patricia McManus

Address 230 Simpson Road

City, State, Zip Sequim, WA 98382

CL-33920

Escrow No. 13976

This Space Reserved For Recording Party

96 FEB -1 PM 3:30

NO 1124 561

CAL

AB

### Statutory Warranty Deed

#### THE GRANTOR

Sean O'Loughlin, as to an undivided one-half interest,  
and Isette O'Loughlin, as to an undivided one-half interest, each as his separate  
estate  
for and in consideration of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION

is here paid, conveyed and warrants to Nash Huber and Patricia McManus, husband and wife

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

That portion of the Madison D.C. No. 41, Township 31 North, Range 4 West, W.M.,  
Clallam County, Washington, lying in Section 36 of said Township and Range,  
conveyed to Norman Eugene Mapes and Jacob Blaine Mapes by deed recorded December  
30, 1982 under Auditor's File No. 538266,  
EXCEPT county road known as Marine Drive.

#### SUBJECT TO:

Easements of record under Auditor's File Nos. 340183 and 488643.  
Right, title and interest of The State of Washington, Department of Game, as  
disclosed of record under Auditor's File No. 377926.

Dated: February 1, 1996

By Sean O'Loughlin  
Sean O'Loughlin

By Isette O'Loughlin  
Isette O'Loughlin  
By: Sean O'Loughlin, Attorney in Fact

By Sean O'Loughlin

State of Alaska  
County of Kenai

I certify that I know or have satisfactory evidence that Sean O'Loughlin is the  
person who appeared before me, and said person acknowledged that he signed this  
instrument and acknowledged it to be his free and voluntary act for the uses and  
purposes mentioned in this instrument.

DATED: 1/30/96  
NO. 30463  
CLALLAM COUNTY 1300  
TRANSACTION EXCISE TAX

PAID FEB 1 1996

AMOUNT 85000  
COUNTY TREASURER

LFB-10

Signature of Notary Public  
Printed Name of Notary E. Elaine Pruna  
My commission expires: 8-16-96

BOOK 1124 PAGE 561

File No.: CL-33928

NOTARY INFORMATION - (continued)

State of Alaska  
County of Kenai Peninsula Borough

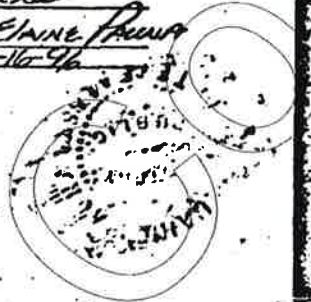
I certify that I know or have satisfactory evidence that Sean O'Loughlin is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the Attorney in Fact for Izetta O'Loughlin to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 1/30/96

E. Elaine Proulx  
Signature of Notary Public

Printed Name of Notary E. Elaine Proulx

My commission expires: 8-16-96



734238

BOOK 1124 PAGE 562

(B)

FILED FOR RECORDING AT THE REQUEST

WHEN RECORDED RETURN TO:  
NASH HUBER  
PATTY MCMANUS  
KIA I. KOZUN  
230 SIMPSON ROAD  
SEQUIM, WA 98382

LAND TITLE COMPANY  
RECORDED AT THE REQUEST OF

2007 APR 12 PM 3:05



2007 1199448

Clallam  
County

Recorded at the request of:

LAND TITLE AND ESCROW COMPANY  
CL-47130 LTE-S

NO. 80083  
CLALLAM COUNTY 783740  
TRANSACTION EXCISE TAX

DATE PAID APR 12-2007

AMOUNT \$440,000.00  
COUNTY TREASURER  
BY Tereza Marchi, CFP

**STATUTORY WARRANTY DEED**

Assessors Tax Parcel No. 043136 110175/150190

THE GRANTOR, KENNETH <sup>W</sup>NORDQUIST and JEAN <sup>M</sup>NORDQUIST  
HUSBAND AND WIFE

For and in consideration of FOUR HUNDRED FORTY THOUSAND DOLLARS AND  
OTHER VALUABLE CONSIDERATION

In hand paid, convey and warrant to NASH HUBER and PATTY MCMANUS  
HUSBAND AND WIFE, AS JOINT TENANTS WITH RIGHT OF  
SURVIVORSHIP and KIA I. KOZUN, AS HER SOLE AND SEPARATE  
PROPERTY

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

**PARCEL A:**

THAT PORTION OF GOVERNMENT LOT 2, SECTION 36, TOWNSHIP 31  
NORTH, RANGE 4 WEST, W.M., CLALLAM COUNTY, WASHINGTON  
DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT 110 FEET SOUTH OF THE NORTHEAST CORNER  
OF SAID LOT 2; THENCE NORTH 110 FEET TO THE SAID NORTHEAST  
CORNER; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 2 A  
DISTANCE OF 479 FEET; THENCE SOUTHEASTERLY IN A STRAIGHT LINE  
TO THE POINT OF BEGINNING.

**PARCEL B:**

THAT PORTION OF B.J. MADISON DONATION CLAIM IN SECTION 36,  
TOWNSHIP 31 NORTH, RANGE 4 WEST, W.M., DESCRIBED AS FOLLOWS:  
BEGINNING AT A STONE MONUMENT SET FOR THE CORNER OF THE B.J.  
MADISON DONATION CLAIM, 978.78 FEET SOUTH OF THE CORNER  
COMMON TO SECTIONS 30 AND 31, TOWNSHIP 31 NORTH, RANGE 3  
WEST, W.M., CLALLAM COUNTY, WASHINGTON, AND SECTIONS 25 AND  
36, TOWNSHIP 31 NORTH, RANGE 4 WEST, W.M.; THENCE NORTH 30  
FEET; THENCE WEST 600 FEET; THENCE SOUTH 30 FEET; THENCE EAST  
600 FEET TO THE POINT OF BEGINNING; EXCEPT THAT PORTION  
THEREOF DESCRIBED AS FOLLOWS:  
BEGINNING AT THE NORTHWEST CORNER OF THE ABOVE DESCRIBED  
TRACT; THENCE SOUTH 76°11'40" EAST 101.17 FEET; THENCE SOUTH  
73°44'20" EAST 38.5 FEET; THENCE NORTH 88°06'40" WEST 136 FEET;  
THENCE NORTH 01°53'40" EAST TO THE POINT OF BEGINNING.  
SITUATE IN THE COUNTY OF CLALLAM, STATE OF WASHINGTON.

**SUBJECT TO:**

EASEMENT AFFECTING A PORTION OF SAID PREMISES AND FOR THE  
PURPOSES HEREINAFTER STATED, AS GRANTED BY INSTRUMENT

RECORDED AUGUST 25, 1961, IN THE OFFICE OF THE RECORDING  
OFFICER OF CLALLAM COUNTY, WASHINGTON UNDER AUDITOR'S FILE  
NO. 329350.

EASEMENT AFFECTING A PORTION OF SAID PREMISES AND FOR THE  
PURPOSES HEREINAFTER STATED, AS GRANTED BY INSTRUMENT  
RECORDED AUGUST 30, 1971, IN THE OFFICE OF THE RECORDING  
OFFICER OF CLALLAM COUNTY, WASHINGTON UNDER AUDITOR'S FILE  
NO. 405991.

EASEMENT, INCLUDING ITS TERMS, COVENANTS AND PROVISIONS AS  
DISCLOSED BY INSTRUMENT; RECORDED UNDER CLALLAM COUNTY  
RECORDING NO. 527875.

EXCEPTIONS AND RESERVATIONS RECORDED UNDER AUDITOR'S FILE  
NO. 333531.

POSSIBLE ENCROACHMENTS OF PUMP HOUSE, RETAINING WALL, BARN  
AND TAVERN HOUSE ALONG THE SOUTHERLY PROPERTY LINE AS  
DISCLOSED BY SURVEY RECORDED ON NOVEMBER 4, 1992 AS  
AUDITOR'S FILE NO. 677240 IN VOLUME 25 OF SURVEYS, PAGE 77,  
RECORDS OF CLALLAM COUNTY, WASHINGTON.

UNRECORDED LEASEHOLDS, IF ANY, RIGHTS OF VENDORS AND  
CREDITORS OF PERSONAL PROPERTY INSTALLED UPON THE  
PROPERTY AND RIGHTS OF TENANTS TO REMOVE TRADE FIXTURES AT  
THE EXPIRATION OF THE TERM.

DATED: 7/9/07

Kenneth Nordquist  
KENNETH NORDQUIST

Jean Nordquist  
JEAN NORDQUIST

STATE OF WASHINGTON

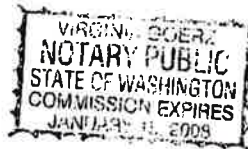
COUNTY OF CLALLAM

On this 9<sup>th</sup> day of April, 2007, personally appeared Kenneth Nordquist & Jean Nordquist  
To me known to be the individual(s) described in and who executed the within and foregoing instrument,  
and stated that he/she was/were authorized to execute the instrument and acknowledge it to be the free and  
voluntary act of such party for the uses and purposes mentioned in the instrument.

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

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

My appointment expires: 1-15-08







### JOINT USE & MAINTENANCE AGREEMENT

County: Clallam County, Washington

Grantor: Nash's Organic Produce; Charles Nash Huber & Patricia McManus-Huber, owners

Grantee: Nash's Farm Store; Charles Nash Huber, Patricia McManus-Huber & Kia Kozun-Armstrong, owners

**Affected properties:**

Grantor is currently owner of the property at 1865 E. Anderson Rd., Sequim, WA 98382  
Parcel # 043136150080, as shown on the attached legal description, EXHIBIT "A".

Grantee is currently owner of the property at 4681 Sequim-Dungeness Way, Sequim, WA 98382  
Parcel # 043136110180, as shown on the attached legal description, EXHIBIT "B".

1. It is agreed by the parties stated above that each of said parties shall be and is hereby granted an undivided one-half interest in and to the use of the well on parcel #043136150080 and the water system indicated on EXHIBIT "C". Each party shall be entitled to receive a reasonable supply of potable and healthful water for commercial and domestic purposes.
2. Grantee agrees that it will bear the maintenance and operational costs of the well and water system based upon water usage. The expense of water quality sampling as required by the State of Washington and Clallam County shall be borne by Grantee. Costs for water samples for quality analysis and maintaining, repairing or replacing the well and common waterworks equipment shall be borne by Grantee.
3. Installation and maintenance of pumps, water storage reservoirs, pressure tanks, and anything else necessary to the operation of the water system shall be the responsibility of Grantee.
4. Grantor gives Grantee an easement (above) for accessing the well site for inspecting, maintaining, and repairing the well and accessory structures and components. Said easement shall be fifteen (15) feet in width and shall extend on, over, across, and underneath said strip of land from designated well site to common point as referred to on the map, named EXHIBIT "C". No permanent type of building shall be constructed upon the water line easement except as needed for the operation of the well and water system.

5. All pipelines in the water system shall be maintained so that there is no leakage or seepage, or other defects which may cause contamination of the water, or injury, or damage to persons or property. Cost of repairing or maintaining common distribution pipelines shall be borne by Grantee. Each party in this agreement shall be responsible for the maintenance, repair, and replacement of pipe supplying water from the common water source to their own particular property. Water pipelines shall not be installed within 10 feet of septic tanks or sewage disposal drain field lines.
6. The parties herein, their heirs, successors and/or assigns, will not construct, maintain, or suffer to be constructed or maintained upon the said land and within 100 feet of the well herein described, so long as the same is operated to furnish water for public consumption, any of the following: septic tanks and drain fields, sewer lines, underground storage tanks, county or state roads, railroad tracks, structures, barns, feeding stations, grazing animals, enclosures for maintaining fowl, or animal manure, liquid or dry chemical storage, herbicides, insecticides, hazardous waste or garbage of any kind. The parties will not cross connect any portion or segment of the water system with any other water source without prior written approval of the Clallam County Health Department and/or other appropriate governmental agency.
7. Grantee is responsible for arranging submission of all necessary water samples as required in the Washington Administrative Code and Clallam County Codes. Grantee shall be responsible for handling emergencies, such as system shutdown and repair. Grantee shall provide a contact person to the Health Department Officers, and organize and maintain water system records and notify the Health Officer and all parties of the required water quality tests. Water system records shall be available for review and inspection by all parties in this agreement.
8. The parties agree to maintain a continuous flow of water from the well and water system. In the event that the quality or quantity of water from the well becomes unsatisfactory as determined by the Health Officer, the parties shall take steps to mitigate these problems or develop a new source of water. Each undivided interest and/or party shall share equally in the cost of developing the new source of water and installing the necessary equipment associated with the new source.
9. It is agreed by the parties hereto that they shall not furnish water from the described well and water system to any other persons, properties, or dwellings without prior consent of both parties.
10. The covenants and agreements shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in this land described herein or any part hereof, and it shall pass to and be for the benefit of each owner thereof.

This Easement is executed as of the date of acknowledgement of Grantor's signature, but shall be deemed effective as of the Effective Date stated below.

Effective Date

8/21/2015

Grantor

C. Nash/Hugh

Grantor

Patricia Mc Manus-

Hyber

Grantee

C. Nash/Hugh

Grantee

Patricia Mc Manus-

Hyber

Grantee

Kia D. Kozum

Notary

S. E. Jones

Witness

Penelope J. Cope

Witness

Edward J. Pomeroy

ROBINA E REESE  
Notary Public  
State of Washington  
My Commission Expires  
July 05, 2019

[Exhibit "A": Description of the Land, Grantor]

[Exhibit "B": Description of the Land, Grantee]

[EXHIBIT "C": Map of the Lands subject to the Easement]

[EXHIBIT "D": Joint Use & Maintenance Agreement]

04313610

NE<sup>4</sup>

Section \_\_\_\_ 36

Township \_\_\_\_ 31N

Range \_\_\_\_ 4W

161.43 a. Total

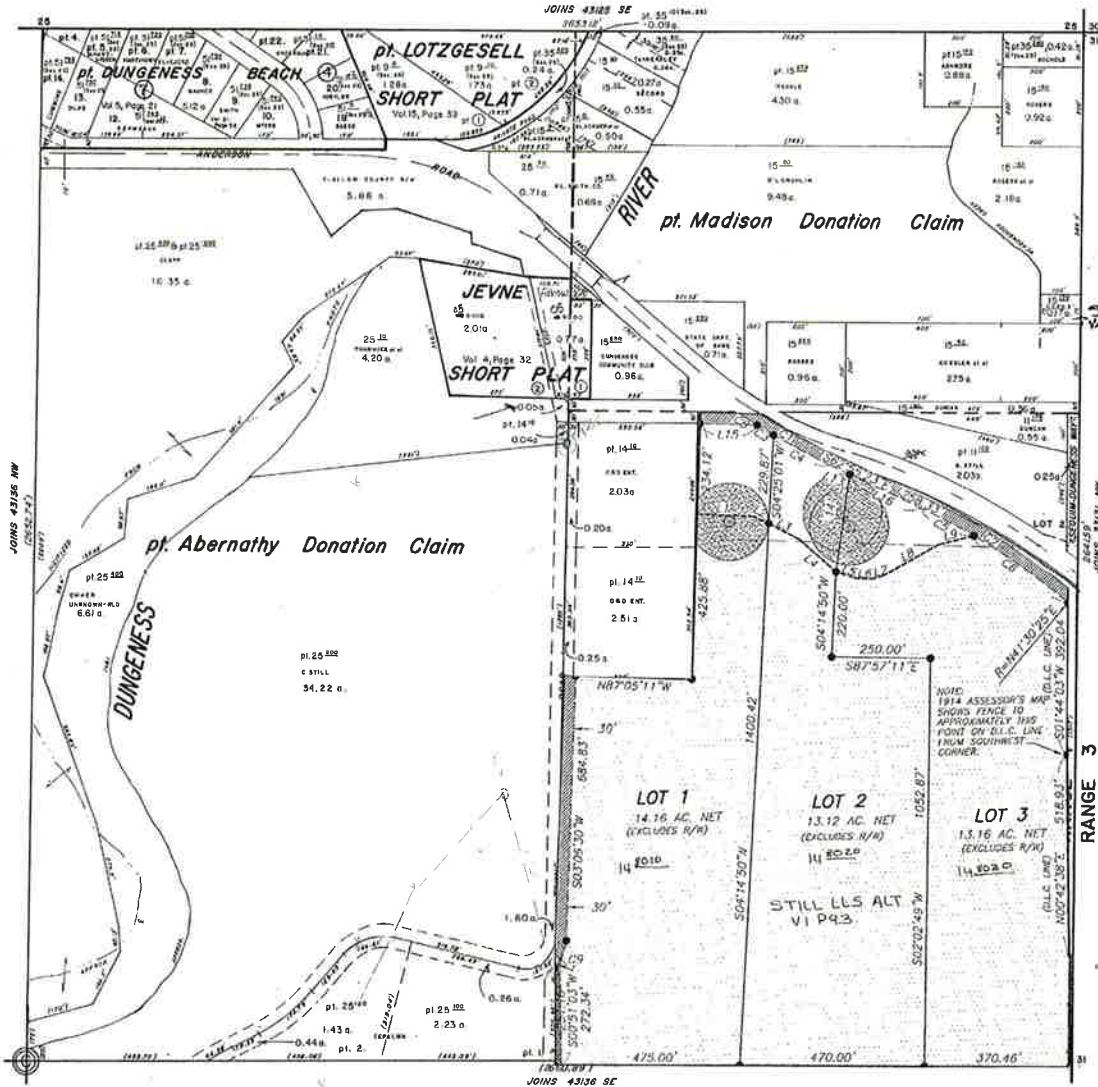
SCALE:  
1"=200'

CLALLAM COUNTY  
ASSESSOR  
12 MAY 1986

SCANNED 1/27/03

04313610

43136 NE



## Clallam County Assessor &amp; Treasurer

## Property Search Results &gt; 45225 NASH HUBER AND PATRICIA MCMANUS for Year 2020 - 2021

## Property

## Account

|                             |                                                   |                    |                                                  |
|-----------------------------|---------------------------------------------------|--------------------|--------------------------------------------------|
| Property ID:                | 45225                                             | Legal Description: | PTN TAX #5650 EXC RW AND EXC TAX#S<br>MADISON DC |
| Geographic ID:              | 0431361500800000                                  | Agent Code:        |                                                  |
| Type:                       | Real                                              |                    |                                                  |
| Tax Area:                   | 0202 - 323 PORT ST CNTY RDS FD3 FD3EMS L H2 SQP&R | Land Use Code      | 94                                               |
| Open Space:                 | Y                                                 | DFL                | N                                                |
| Historic Property:          | N                                                 | Remodel Property:  | N                                                |
| Multi-Family Redevelopment: | N                                                 |                    |                                                  |
| Township:                   |                                                   | Section:           |                                                  |
| Range:                      |                                                   |                    |                                                  |

## Location

|                  |                                        |         |     |
|------------------|----------------------------------------|---------|-----|
| Address:         | 1865 E ANDERSON RD<br>SEQUIM, WA 98382 | Mapsco: |     |
| Neighborhood:    | Jamestown Res                          | Map ID: | C13 |
| Neighborhood CD: | 1301000                                |         |     |

## Owner

|                  |                                         |              |                 |
|------------------|-----------------------------------------|--------------|-----------------|
| Name:            | NASH HUBER AND PATRICIA MCMANUS         | Owner ID:    | 31546           |
| Mailing Address: | 230 SIMPSON RD<br>SEQUIM, WA 98382-9348 | % Ownership: | 100.0000000000% |
|                  |                                         | Exemptions:  |                 |

## Owner

|                  |                                         |              |                 |
|------------------|-----------------------------------------|--------------|-----------------|
| Name:            | NASH HUBER AND PATRICIA MCMANUS         | Owner ID:    | 31546           |
| Mailing Address: | 230 SIMPSON RD<br>SEQUIM, WA 98382-9348 | % Ownership: | 100.0000000000% |
|                  |                                         | Exemptions:  |                 |

## Pay Tax Due

Select the appropriate checkbox next to the year to be paid. Multiple years may be selected.

| Year - Statement ID    | Tax       | Assessment | Penalty | Interest | Total Due |
|------------------------|-----------|------------|---------|----------|-----------|
| 2021 - 29545 (Balance) | \$1176.13 | \$1.40     | \$0.00  | \$0.00   | \$1177.53 |

Total Amount to Pay: \$

\*Convenience Fee not included

## Taxes and Assessment Details

Property Tax Information as of 10/14/2021

Amount Due if Paid on: 

NOTE: If you plan to submit payment on a future date, make sure you enter the date and click RECALCULATE to obtain the correct total amount due.

Click on "Statement Details" to expand or collapse a tax statement.

| Year                | Statement ID | First Half<br>Base Amt. | Second Half<br>Base Amt. | Penalty | Interest | Base Paid | Amount Due |
|---------------------|--------------|-------------------------|--------------------------|---------|----------|-----------|------------|
| ▶ Statement Details |              |                         |                          |         |          |           |            |
| 2021                | 29545        | \$1177.62               | \$1177.53                | \$0.00  | \$0.00   | \$1177.62 | \$1177.53  |
| ▶ Statement Details |              |                         |                          |         |          |           |            |
| 2020                | 29686        | \$1298.96               | \$1298.87                | \$0.00  | \$0.00   | \$2597.83 | \$0.00     |

## Values

|                                     |   |           |           |
|-------------------------------------|---|-----------|-----------|
| (+) Improvement Homesite Value:     | + | \$0       |           |
| (+) Improvement Non-Homesite Value: | + | \$75,673  |           |
| (+) Land Homesite Value:            | + | \$0       |           |
| (+) Land Non-Homesite Value:        | + | \$0       |           |
| (+) Curr Use (HS):                  | + | \$0       | \$0       |
| (+) Curr Use (NHS):                 | + | \$224,202 | \$179,362 |

|                                 |   |           |
|---------------------------------|---|-----------|
| (=) Market Value:               | = | \$299,875 |
| (-) Productivity Loss:          | - | \$44,840  |
| <hr/>                           |   |           |
| (=) Subtotal:                   | = | \$255,035 |
| (+) Senior Appraised Value:     | + | \$0       |
| (+) Non-Senior Appraised Value: | + | \$255,035 |
| <hr/>                           |   |           |
| (=) Total Appraised Value:      | = | \$255,035 |
| (-) Senior Exemption Loss:      | - | \$0       |
| (-) Exemption Loss:             | - | \$0       |
| <hr/>                           |   |           |
| (=) Taxable Value:              | = | \$255,035 |

## Taxing Jurisdiction

Owner: NASH HUBER AND PATRICIA MCMANUS  
 % Ownership: 100.000000000000%  
 Total Value: \$299,875  
 Tax Area: 0202 - 323 PORT ST CNTY RDS FD3 FD3EMS L H2 SQP&R

| Levy Code                   | Description                       | Levy Rate    | Appraised Value | Taxable Value | Estimated Tax |
|-----------------------------|-----------------------------------|--------------|-----------------|---------------|---------------|
| ST SCH2                     | STATE SCHOOL PT 2                 | 1.0220486068 | \$255,035       | \$255,035     | \$260.66      |
| STATE SCH                   | STATE SCHOOL PT 1                 | 1.9003707312 | \$255,035       | \$255,035     | \$484.66      |
| CC GENERAL                  | CLALLAM COUNTY GENERAL            | 1.0455619828 | \$255,035       | \$255,035     | \$266.65      |
| DEVDISBLT                   | DEVELOPMENT DISABILITIES COUNTY   | 0.0250000000 | \$255,035       | \$255,035     | \$6.38        |
| LND ASSMT                   | LAND ASSESSMENT COUNTY            | 0.0012000000 | \$255,035       | \$255,035     | \$0.31        |
| TAX REFUND                  | TAX REFUND FUND COUNTY            | 0.0000000000 | \$255,035       | \$255,035     | \$0.00        |
| VET RELIEF                  | VETERAN'S RELIEF COUNTY           | 0.0112499993 | \$255,035       | \$255,035     | \$2.87        |
| CAPT IMP                    | CAPITAL IMPROVEMENT PORT DISTRICT | 0.1499880935 | \$255,035       | \$255,035     | \$38.25       |
| PRK REC                     | SEQUIM AQUATIC RECREATION CNTR    | 0.0000000000 | \$255,035       | \$255,035     | \$0.00        |
| CC RD GEN                   | CLALLAM COUNTY ROAD GENERAL       | 1.1127435210 | \$255,035       | \$255,035     | \$283.79      |
| LIB                         | LIBRARY COUNTY                    | 0.4124614657 | \$255,035       | \$255,035     | \$105.19      |
| SD #323 CP                  | SD 323 CP                         | 0.0000000000 | \$255,035       | \$255,035     | \$0.00        |
| SD 323 GEN                  | SD 323 M & O                      | 1.2256180482 | \$255,035       | \$255,035     | \$312.58      |
| FIRE 3 BD                   | FIRE DIST #3 EMS                  | 0.5000000000 | \$255,035       | \$255,035     | \$127.52      |
| FIRE 3 GEN                  | FIRE DIST #3 GENERAL              | 1.3457459368 | \$255,035       | \$255,035     | \$343.21      |
| HOSP 2 GEN                  | HOSPITAL DIST #2 GENERAL          | 0.4460061061 | \$255,035       | \$255,035     | \$113.75      |
| CON FUTURE                  | CONSERVATION FUTURES              | 0.0256188169 | \$255,035       | \$255,035     | \$6.53        |
| Total Tax Rate:             |                                   | 9.2236133083 |                 |               |               |
| Taxes w/Current Exemptions: |                                   |              |                 |               | \$2,352.35    |
| Taxes w/o Exemptions:       |                                   |              |                 |               | \$2,352.35    |

## Improvement / Building

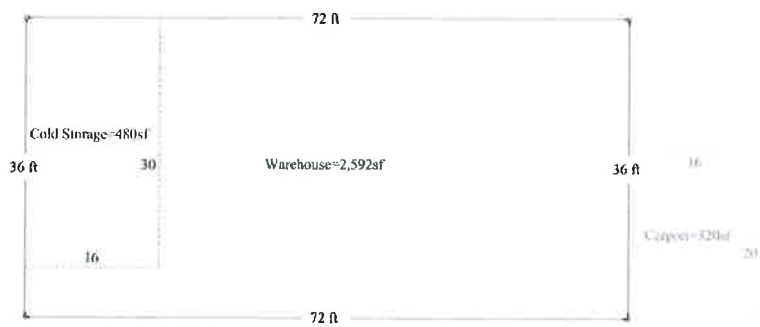
Improvement #1: Commercial State Code: 94 2592.0 sqft Value: \$75,673

| Type | Description | Class CD | Sub Class CD | Year Built | Area   |
|------|-------------|----------|--------------|------------|--------|
| MA   | Main        | *        |              | 1997       | 2592.0 |

## Sketch

No sketches available for this property.

## Property Image





Land

| # | Type | Description | Acres  | Sqft | Eff Front | Eff Depth | Market Value | Prod. Value |
|---|------|-------------|--------|------|-----------|-----------|--------------|-------------|
| 1 | 9400 | 9400        | 9.4800 | 0.00 | 0.00      | 0.00      | \$224,202    | \$179,362   |

## Roll Value History

| Year | Improvements | Land Market | Current Use | Total Appraised | Taxable Value |
|------|--------------|-------------|-------------|-----------------|---------------|
| 2022 | N/A          | N/A         | N/A         | N/A             | N/A           |
| 2021 | \$110,463    | \$214,011   | \$171,209   | \$281,672       | \$281,672     |
| 2020 | \$75,673     | \$224,202   | \$179,362   | \$255,035       | \$255,035     |
| 2019 | \$72,233     | \$224,202   | \$179,362   | \$251,595       | \$251,595     |
| 2018 | \$68,794     | \$224,202   | \$179,362   | \$248,156       | \$248,156     |
| 2017 | \$62,488     | \$224,202   | \$179,362   | \$241,850       | \$241,850     |
| 2016 | \$56,755     | \$203,820   | \$163,056   | \$219,811       | \$219,811     |
| 2015 | \$56,581     | \$203,820   | \$163,056   | \$219,637       | \$219,637     |
| 2014 | \$43,520     | \$203,820   | \$163,056   | \$206,576       | \$206,576     |
| 2013 | \$43,520     | \$120,795   | \$96,636    | \$140,156       | \$140,156     |
| 2012 | \$43,520     | \$120,795   | \$96,636    | \$140,156       | \$140,156     |
| 2011 | \$43,520     | \$136,901   | \$109,521   | \$153,041       | \$153,041     |
| 2010 | \$46,080     | \$161,060   | \$128,930   | \$175,010       | \$175,010     |
| 2009 | \$51,200     | \$161,060   | \$128,930   | \$180,130       | \$180,130     |
| 2008 | \$49,610     | \$149,075   | \$119,260   | \$168,870       | \$168,870     |
| 2007 | \$49,610     | \$149,075   | \$119,260   | \$168,870       | \$168,870     |
| 2006 | \$49,610     | \$135,979   | \$108,785   | \$158,395       | \$158,395     |
| 2005 | \$44,100     | \$125,905   | \$80,580    | \$124,680       | \$124,680     |
| 2004 | \$47,405     | \$80,580    | \$64,465    | \$111,870       | \$111,870     |
| 2003 | \$44,100     | \$80,580    | \$64,465    | \$108,565       | \$108,565     |
| 2002 | \$26,900     | \$80,580    | \$64,465    | \$91,365        | \$91,365      |
| 2001 | \$0          | \$80,580    | \$64,465    | \$64,465        | \$64,465      |
| 2000 | \$0          | \$80,580    | \$64,465    | \$64,465        | \$64,465      |
| 1999 | \$0          | \$80,580    | \$64,465    | \$64,465        | \$64,465      |
| 1998 | \$0          | \$80,580    | \$0         | \$80,580        | \$80,580      |

## Deed and Sales History

| # | Deed Date | Type       | Description               | Grantor                 | Grantee                         | Volume | Page | Sale Price |
|---|-----------|------------|---------------------------|-------------------------|---------------------------------|--------|------|------------|
| 1 |           | EASEMENT   | EASEMENT                  | NASH HUBER/PAT MCMANUS  | DUNGENESS FARMS INC             | 0      |      | \$10.      |
| 2 |           | WARRANTY D | WARRANTY DEED             | SEAN/IZETTA O'LAUGHLIN  | NASH HUBER AND PATRICIA MCMANUS | 1124   | 561  | \$85,000.  |
| 3 |           | QUIT CLAIM | QUIT CLAIM DEED           | SEAN/IZETTA O'LAUGHLIN  | SEAN / IZETTA O'LAUGHLIN        | 1014   | 40   | \$0.       |
| 4 |           | WARRANTY F | WARRANTY FULFILLMENT DEED | JAKE LEROY MAPES        | SEAN AND IZETTA O'LOUGHLIN      | 1005   | 783  | \$75,000.  |
| 5 |           | REAL ESTAT | REAL ESTATE CONTRACT      | JAKE LEROY MAPES ESTATE | SEAN/IZETTA O'LOUGHLIN          | 885    | 607  | \$75,000.  |

## Payout Agreement

No payout information available..