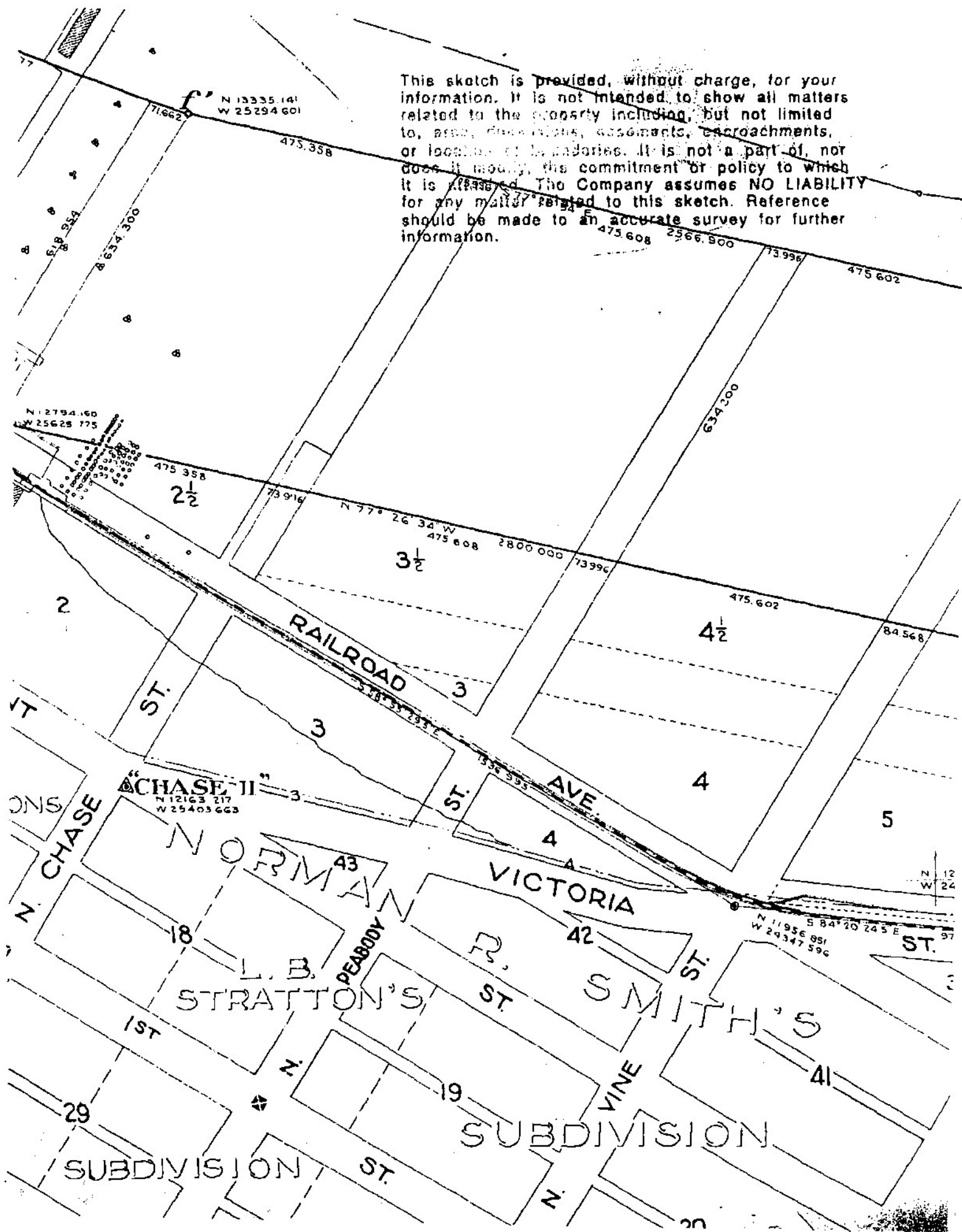


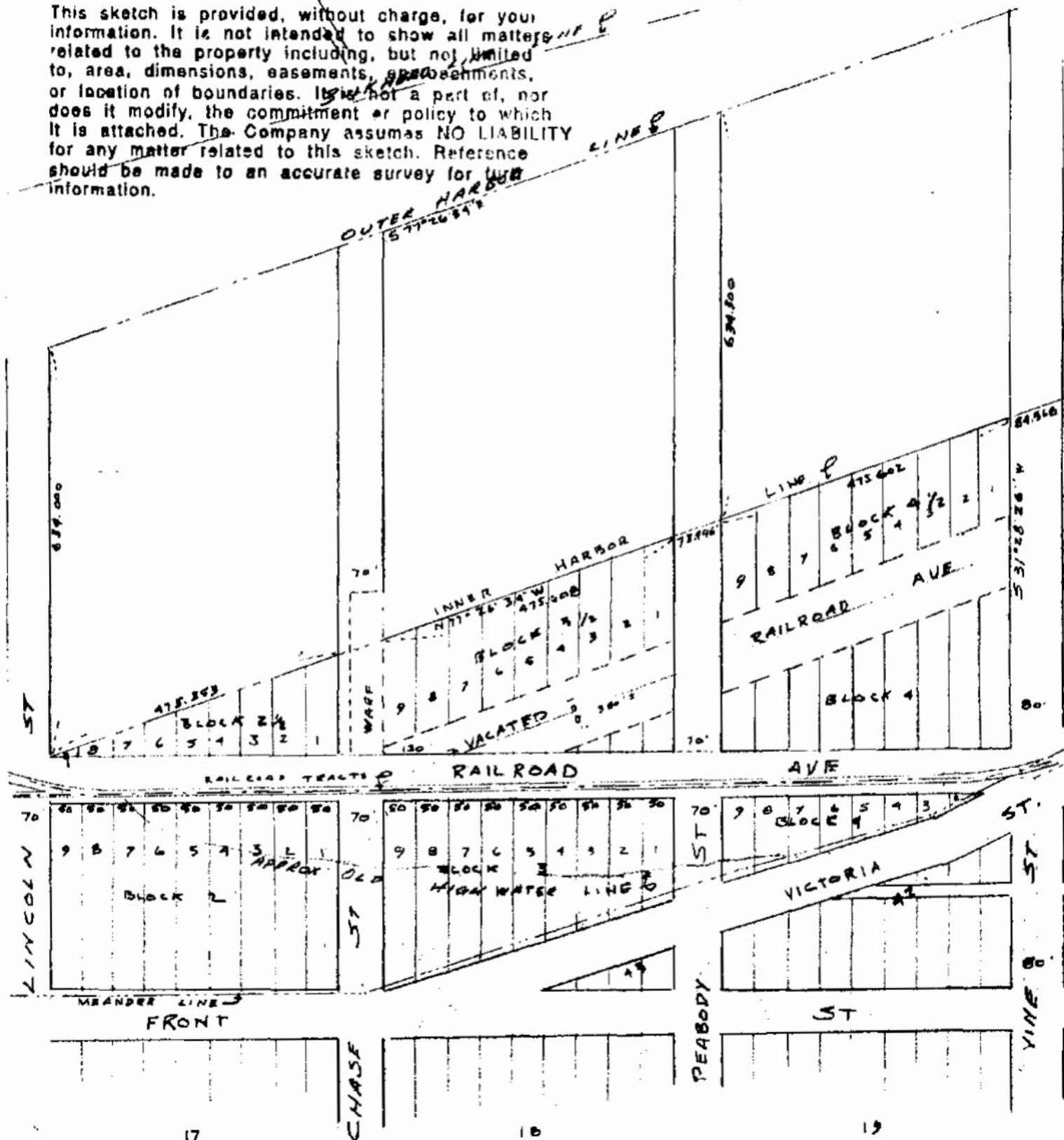
This sketch is provided, without charge, for your information. It is not intended to show all matters related to the property including, but not limited to, area, dimensions, easements, encroachments, or location of boundaries. It is not a part of, nor does it modify, the commitment or policy to which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



PIERHEAD LINE

SKETCH OF BLOCKS 2, 2 1/2, 3, 3 1/2, 4, 4 1/2
1ST CLASS TIDE LANDS
EAST OF LAUREL STREET
SCALE 1"=200'

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



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

RECORD OF SURVEY **BLOCKS 4 & 4-1/2 OF TERMINAL LAND COMPANY'S SUBDIVISION** **OF TIDELANDS EAST OF LAUREL STREET DATED NOVEMBER 17, 1914** **PORT ANGELES, CLALLAM CO., WA.**

FOR: HOLLYWOOD BEACH PARTNERS



LEGEND

- SET: ON 11-21-2005, A 5/8" REBAR WITH SURVEYOR'S PLASTIC CAP STAMPED "WENGLER PLS 26304"
- SET: ON 11-21-2005, A NAIL WITH SURVEYOR'S BRASS WASHER STAMPED "WENGLER PLS 26304" IN TOP OF FENCE POST
- FENCELINE

SHEET 2 OF 3

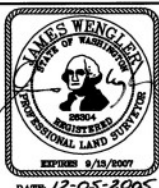
SEE NOTES ON SHEET 3

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 5 DAY OF Dec, 2005
 AT 9:05A M. IN BOOK 59 OF SURVEYS AT PAGE 70
 AT THE REQUEST OF WENGLER SURVEYING AND MAPPING CO.

Kathy Miller
 DEPUTY COUNTY AUDITOR

AUDITOR'S FILE NUMBER 2005-1170565



SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF HOLLYWOOD BEACH PARTNERS IN AUGUST, 2005

James Wengler
 JAMES WENGLER, P.L.S. 26304

WENGLER SURVEYING & MAPPING CO.



330 EAST FIRST ST., SUITE 10
 PORT ANGELES, WASHINGTON 98362
 (360) 457-9600
 FAX (360) 457-9556

Ease. Fld July 11, 1950
July 6, 1950 \$50.00

255060 e 214
1:25(C. M. St. Paul RR) 407

WHAS, the CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a Wisconsin corporation, hereinafter called "Railroad", desires to fill its railroad bridge adjacent to lands owned by MRS. EVELYN ALEXANDER, a widow, and GEORGE H. and FLOSSIE LITTLEJOHN, husb and wf, hereinafter called "Grantors", and a ptn of sd fill will extend upon Grantor's sd lands;

NOW, THEREFORE, the Grantors in consideration of the sum of (\$50.00), and ovc, receipt of which is hby ack, hby cy and grant unto sd Railroad, its successors and assigns, a permanent right and easement to construct and maintain a fill upon the following described land:

Line 15 The northerly (20) feet of that ptn of Lots (8) and (9), Block (4) State Tide Lands, Port Angeles, CCW, lying Southerly of Railroad Avenue as now there established.

And sd Gtors, for themselves, their ha, hby release sd Railroad, its successors and assigns, from all liability for any damages to sd lands owned by the Gtors due to, or arising out of, the construction maintenance, use and presence of sd fill.

Evelyn Alexander
George G. H. Littlejohn
Flossie Littlejohn

S of Oregon, C of Multnomah, July 7, 1950, Evelyn Alexander, bef Cecil R. Lambert, np Oregon, Portland, ns 8/23/52.

S of Oregon, C of Douglas, July 8, 1950, George H. Littlejohn and Flossie Littlejohn, husb and wf, bef C. P. Smith, np Oregon, ns 1/17/53.

Ease Fld July 11, 1950
May 18, 1950 \$50.00

255061
1:25(C. M. St. Paul RR)

e 214
409

WHAS, the CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a Wisconsin corporation, hereinafter called "Railroad" desires to fill its railroad bridge adjacent to lands owned by Bessie Beck and Lewis A. Beck, hhusb, hereinafter called "Grantors", and a ptn of sd fill will extend upon Grantors' sd lands;

NOW, THEREFORE, the Gtors in consideration of the sum of (\$50.00) and ovc, receipt of which is hby ack, hby cy and grant unto sd Railroad, its successors and assigns, a permanent right and easement to construct and maintain a fill upon the following described lands:

15 The northerly (15) feet of that ptn of Lots (5), (6), and (7), Block (4), State Tide Lands, Port Angeles, CGW, lying Southerly of Railroad Avenue as now there established.

And sd Gtors, for themselves, their ha, hby release sd Railroad, its successors and assigns, from all liability for any damages to sd lands owned by the Gtors due to, or arising out of, the construction, maintenance, use and presence of sd fill.

Bessie Beck

Lewis A. Beck

cow May 18, 1950, Bessie Beck and Lewis A. Beck, hhusb, bef J. F. Grier, np W Seattle, ns 10/27/51.

Easmt. Fld July 11, 1950
May 18, 1950 \$50.00

255063 L
1:25(C.M. St. Paul RR)

214
413

(Form same as #255061)

***Chicago, Milwaukee, St. Paul and Pacific Railroad Company, a
Wisconsin corporation***Lewis A. Beck and Bessie Beck, hwf***
NOW, THEREFORE***\$50.00***

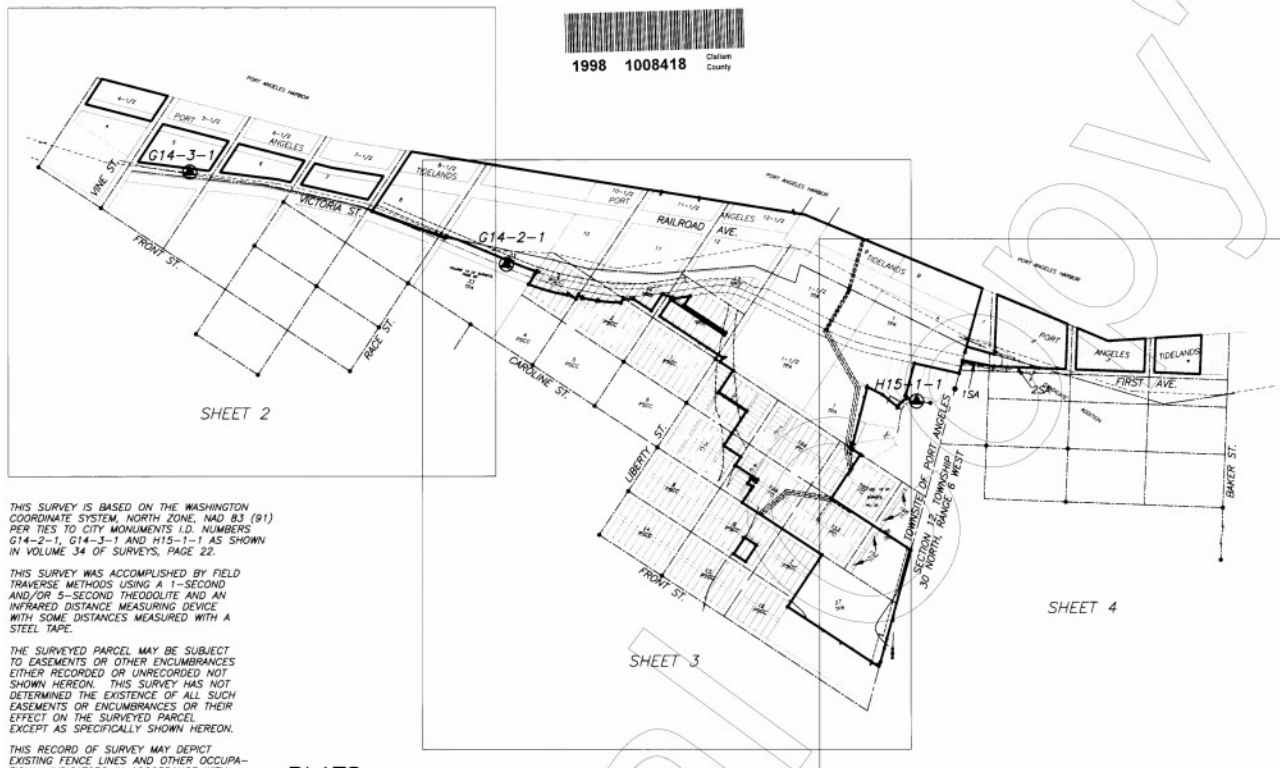
The northerly (15) feet of that ptn of Lot (4) Block (4),
State Tide Lands, Port Angeles, CCW lying southerly of Railroad
Avenue as now established; also, that ptn of Lots (2) and (3)
sd block, daf:

Be the intersection of the westerly ln of Lot (3) of sd block
and the southerly ln of Railroad Avenue as now there establish-
ed, th easterly alg sd southerly ln of Railroad Avenue (100)
feet; th southwesterly to a point on sd westerly ln of Lot (3);
th northerly alg sd westerly ln (15) feet to the pob.

***** (same as #255061)

Lewis A. Beck
Bessie Beck

ccw May 18, 1950, Lewis A. Beck and Bessie Beck, hwf, bef J. F.
Grier, np W Seattle, ns 10/27/51.



THIS SURVEY IS BASED ON THE WASHINGTON COORDINATE SYSTEM, NORTH ZONE, NAD 83 (91) PER TIES TO CITY MONUMENTS I.D. NUMBERS G14-2-1, G14-3-1 AND H15-1-1, AS SHOWN IN VOLUME 34 OF SURVEYS, PAGE 22.

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.

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 OCCUPATIONAL INDICATORS IN ACCORDANCE WITH W.A.C. CHAPTER 332.130. THESE OCCUPATIONAL INDICATORS MAY INDICATE A POTENTIAL FOR CLAIMS OF UNWRITTEN TITLE. LEGAL OWNERSHIP BASED UPON UNWRITTEN TITLE CLAIMS HAS NOT BEEN RESOLVED BY THIS SURVEY.

WASHINGTON COORDINATE SYSTEM, NORTH ZONE
NAD 83 (91)
PER VOLUME 34 OF SURVEYS, PAGE 22

PLATS

- SA = SYNDICATE ADDITION, BLOCKS 1 AND 2
VOLUME 1 OF PLATS, PAGE 13
- HC = HARBOR CREST, LOTS 5-7
VOLUME 7 OF PLATS, PAGE 31
- FC = FRANK CHAMBERS SUBDIVISION OF SUBURBAN LOTS 37 AND PART
OF 38, BLOCKS 152-154, AND 164-166
VOLUME 1 OF PLATS, PAGE 24
- C = CAINS SUBDIVISION OF SUBURBAN LOT 35, BLOCKS 1-4
VOLUME 2 OF PLATS, PAGE 67
- TPA = TOWNSITE OF PORT ANGELES, SUBURBAN LOTS 27, 33, AND 38
AND BLOCKS 1 AND 1-1/2
VOLUME 1 OF PLATS, PAGE 27
- PSCC = PUGET SOUND COOPERATIVE COLONY'S SUBDIVISION, BLOCKS
2, 3, AND 8
VOLUME 1 OF PLATS, PAGE 5
- NRS = NORMAN R. SMITH'S SUBDIVISION, BLOCKS 8 AND 10-15
VOLUME K OF DEEDS, PAGE 1
- PORT ANGELES TIDELAND BLOCKS ARE THE TIDELANDS EAST OF LAUREL STREET
PER THE "MAP OF THE TIDE LAND OF THE CITY OF PORT ANGELES" DATED
4/10/1893. (INCLUDED ARE BLOCKS 4-1/2, 5, 6, 7, 8, 8-1/2, 10-12,
TIDELANDS IN FRONT OF SUBURBAN LOT 33, BLOCKS 1 AND 1-1/2, AND
TIDELANDS IN FRONT OF BLOCKS 2-4 OF SYNDICATE ADDITION)

FOR LEGAL DESCRIPTIONS, SEE INSTRUMENTS RECORDED UNDER AUDITOR'S FILE
NO. 131686, 131687, 135935, 136701, 174866, 175538, 175912, 183452,
253337, 263941, 361500, 367873, 375004, 473454, 621097 AND 664444.

PORTIONS OF THIS PROPERTY WERE PREVIOUSLY SURVEYED PER VOLUME 6 OF
SURVEYS, PAGE 90. EXCEPT WHERE NOTED, THIS SURVEY IS BASED ON SAID
SURVEY.

THE STREETS AND ALLEYS LYING WITHIN THE BOUNDARIES SHOWN HEREON ARE
VACATED PER ORDINANCE NO. 243, 472, 607, 704, 892 AND 1497.

RECORD OF SURVEY FOR RAYONIER, INC.

SURVEY OF THE RAYONIER PORT ANGELES MILL SITE PROPERTY
IN THE TOWNSITE OF PORT ANGELES, PORT ANGELES TIDELANDS,
AND THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 30
NORTH, RANGE 6 WEST, W.M., CLALLAM COUNTY, WASHINGTON.

DATE: OCTOBER 1, 1997

SURVEYOR'S CERTIFICATE

I, BARRAT G. SCOTT, P.L.S. 23400, A LICENSED PROFESSIONAL LAND SURVEYOR
IN THE STATE OF WASHINGTON, HEREBY CERTIFY THAT THIS MAP CORRECTLY
REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE
WITH THE SURVEY RECORDING ACT AT THE REQUEST OF BILL CASSINELLI OF
RAYONIER, PORT ANGELES MILL.

D:\SS\PAT\RAY_9701\RAY_ROS2.DWG
PLOTTED: 4/30/98 11:40 A.M. RHJ
© NORTHWESTERN TERRITORIES, INC. 1998



SHEET 1
INDEX SHEET

LEGEND

- SET 5/8" REBAR WITH SURVEY CAP STAMPED "NTI-SCOTT LS 23400" AND PLASTIC GUARD STAKE.
- SET PK NAIL WITH SURVEY CAP STAMPED "NTI-SCOTT LS 23400" AND PLASTIC GUARD STAKE.
- ▲ FOUND 5/8" REBAR WITH SURVEY CAP STAMPED "NTI-NESARY PLS 22344" PER VOLUME 15 OF SURVEYS, PAGE 80. SET PLASTIC GUARD STAKE.
- ▲ FOUND 1/2" REBAR WITH SURVEY CAP STAMPED "LS 27129" PER VOLUME 29 OF SURVEYS, PAGE 62. SET PLASTIC GUARD STAKE.
- ▲ FOUND 1-1/4" IRON PIPE WITH SURVEY CAP STAMPED "WEBB LS 5658". SET PLASTIC GUARD STAKE.
- ▲ FOUND 24" DIAMETER CONCRETE PAD WITH SURVEY CAP STAMPED "WEBB LS 5658" WITH TACK. SET PLASTIC GUARD STAKE.
- ▲ FOUND 4" x 4" CONCRETE POST WITH A 2-1/4" J.U. WRIGHT BRASS CAP WITH "+". SET PLASTIC GUARD STAKE.
- ▲ FOUND 3/4" IRON PIPE IN CONCRETE. SET PLASTIC GUARD STAKE.
- FOUND 1" CONDUIT WITH SURVEY CAP STAMPED "CLARK 12223" PER VOLUME 6 OF SURVEYS, PAGE 90. SET PLASTIC GUARD STAKE.
- FOUND 1" CONDUIT, NO SURVEY CAP, FLUSH WITH THE ASPHALT
- X— CHAIN LINK FENCE

AREA

(FOR PURPOSES OF DETERMINING ACREAGE, THE BOUNDARY BETWEEN UPLANDS AND TIDELANDS IS THE 1890 STATE MEANDER LINE IN THE TOWNSITE OF PORT ANGELES AND THE 1879 GOVERNMENT MEANDER LINE IN SECTION 12.)

TIDELANDS

TIDELAND BLOCK	4-1/2 = 2.18 AC.
	5 = 2.93 AC.
	6 = 2.12 AC.
	7 = 1.89 AC.

REMAINING PORTION IN FRONT OF TPA = 40.89 AC.

TIDELAND IN FRONT OF BLOCK 2 SA	= 4.42 AC.
3 SA	= 2.60 AC.
4 SA	= 1.91 AC.

TOTAL TIDELANDS: 58.94 AC.

UPLANDS

PORTION WESTERLY OF SUBURBAN LOT 33 TPA = 0.34 AC.

REMAINING PORTION WITHIN TPA = 70.38 AC.

PORTION WITHIN SECTION 12 = 0.77 AC.

TOTAL UPLANDS: 71.49 AC.

RECORDING CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF NORTHWESTERN TERRITORIES, INC.
THIS DAY OF MAY 1998 A.D. AT 12 MINUTES PAST
9 O'CLOCK A.M. AND RECORDED UNDER AUDITOR'S FILE NUMBER
1998-1008418, RECORDS OF CLALLAM COUNTY, WASHINGTON.

Kathy Henderson
DEPUTY COUNTY AUDITOR



NORTHWESTERN TERRITORIES, INC.

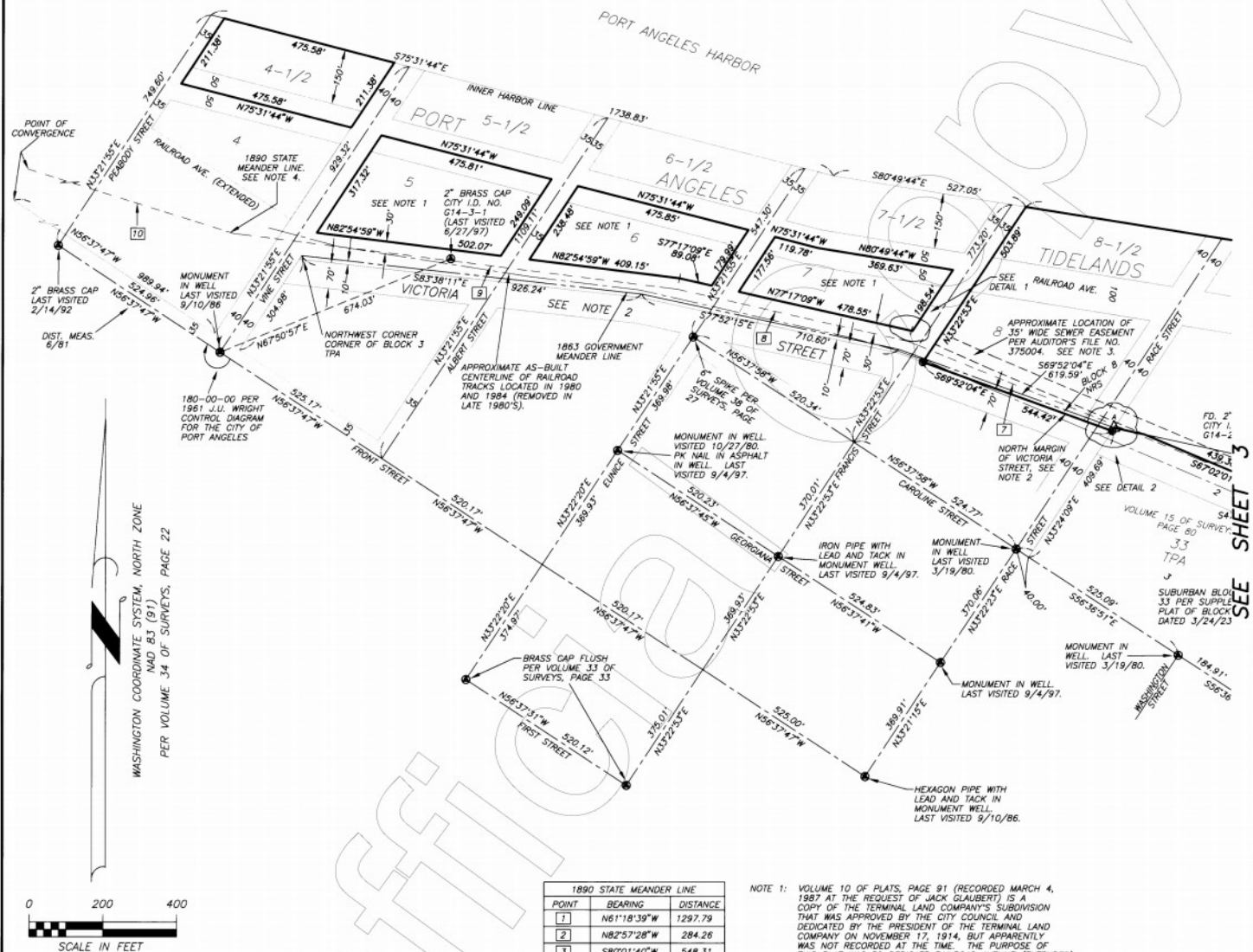
Engineers - Land Surveyors - Planners
Construction Coordination - Materials Testing

717 SOUTH PEABODY, PORT ANGELES, WASHINGTON 98302, (360) 452-8491

RAYONIER, PORT ANGELES MILL AREA
SURVEY

P.A.T. & 12(30N-6W)

SCALE: 1" = 600' DATE: 10/1/97
DRAWN BY: RCC & DJF
PLAT CHECKED BY: RCC & DJF
FINAL REVIEW: BGS
SHEET 1 OF 5



LEGEND

- SET 5/8" REBAR WITH SURVEY CAP STAMPED "NTI-SCOTT LS 23400" AND PLASTIC GUARD STAKE.
- SET PK NAIL WITH SURVEY CAP STAMPED "NTI-SCOTT LS 23400" AND PLASTIC GUARD STAKE.
- ▲ FOUND 5/8" REBAR WITH SURVEY CAP STAMPED "NTI-NEARY PLS 22344" PER VOLUME 15 OF SURVEYS, PAGE 80. SET PLASTIC GUARD STAKE.
- ▲ FOUND 1/2" REBAR WITH SURVEY CAP STAMPED "LS 27129" PER VOLUME 29 OF SURVEYS, PAGE 62. SET PLASTIC GUARD STAKE.
- ▲ FOUND 1-1/4" IRON PIPE WITH SURVEY CAP STAMPED "WEBB LS 5658". SET PLASTIC GUARD STAKE.
- ▲ FOUND 24" DIAMETER CONCRETE PAD WITH SURVEY CAP STAMPED "WEBB LS 5658" WITH TACK. SET PLASTIC GUARD STAKE.
- ▲ FOUND 4" x 4" CONCRETE POST WITH A 2-1/4" J.U. WRIGHT BRASS CAP WITH "A". SET PLASTIC GUARD STAKE.
- ▲ FOUND 3/4" IRON PIPE IN CONCRETE. SET PLASTIC GUARD STAKE.
- ▲ FOUND 1" CONDUIT WITH SURVEY CAP STAMPED "CLARK 12223" PER VOLUME 6 OF SURVEYS, PAGE 90. SET PLASTIC GUARD STAKE.
- ▲ FOUND 1" CONDUIT, NO SURVEY CAP, FLUSH WITH THE ASPHALT
- CHAIN-LINK FENCE.

1890 STATE MEANDER LINE		
POINT	BEARING	DISTANCE
1	N61°18'39"W	1297.79
2	N82°57'28"W	284.26
3	S80°01'40"W	548.31
4	S81°49'59"W	498.48
5	N76°29'02"W	469.88
6	N87°34'43"W	503.01
7	N67°45'55"W	868.25
8	N77°17'09"W	638.46
9	N82°54'59"W	1211.83
10	N72°38'31"W	917.96



- NOTE 1: VOLUME 10 OF PLATS, PAGE 91 (RECORDED MARCH 4, 1987 AT THE REQUEST OF JACK GLAUBERT) IS A COPY OF THE TERMINAL LAND COMPANY'S SUBDIVISION THAT WAS APPROVED BY THE CITY COUNCIL AND DEDICATED BY THE PRESIDENT OF THE TERMINAL LAND COMPANY ON NOVEMBER 17, 1914, BUT APPARENTLY WAS NOT RECORDED AT THE TIME. THE PURPOSE OF THIS PLAT WAS TO DEDICATE RAILROAD AVENUE (EXTENDED) AND ADD A 40-FOOT STRIP TO THE NORTH SIDE OF VICTORIA STREET. ANALYSIS IN THIS SURVEY INDICATES THE MEANDER LINE SHOWN ON THE PLAT IS THE 1890 STATE MEANDER LINE. THIS SURVEY ASSUMES THAT THE INTENTION OF THE PLAT WAS TO DEDICATE A 40-FOOT STRIP BASED ON THE 1890 STATE MEANDER LINE.
- NOTE 2: VOLUME 6 OF SURVEYS, PAGE 90 AND VOLUME 31 OF SURVEYS, PAGE 26 ACCEPTS THE CENTERLINE OF THE THEN EXISTING RAILROAD TRACTS AS THE CENTERLINE OF VICTORIA STREET. THIS SURVEY RELIES ON THE PLAT OF NORMAN R. SMITH'S SUBDIVISION FOR THE LOCATION OF VICTORIA STREET, THE NORTHERLY LINE BEING PARALLEL AND 10 FEET SOUTH OF THE ORIGINAL MEANDER LINE OF THE BAY. THIS SURVEY ACCEPTS THE 1863 GOVERNMENT MEANDER LINE TO BE THE ORIGINAL.
- NOTE 3: PARCEL C (SEWER EASEMENT) PER AUDITOR'S FILE NO. 375004 CALLS FOR THE CENTERLINE OF THIS EASEMENT TO BE 17-1/2 FT. NORTHERLY OF THE RAILROAD RIGHT-OF-WAY LINE. BETWEEN FRANCIS STREET AND RACE STREET, THE RAILROAD WAS WITHIN VICTORIA STREET. THE INTENDED LOCATION OF THIS EASEMENT IS AMBIGUOUS BETWEEN FRANCIS STREET AND RACE STREET.
- NOTE 4: THE 1890 STATE MEANDER LINE SHOWN HEREON WAS ADJUSTED BY COMPASS RULE BETWEEN A POINT ON THE EAST TOWNSITE LINE LYING 363 FEET SOUTHERLY OF THE INNER HARBOR LINE AND A POINT ON THE NORTH MARGIN OF FRONT STREET LYING 990 FEET WESTERLY FROM THE SOUTHWEST CORNER OF BLOCK 4 OF THE TOWNSITE OF PORT ANGELES. THE PORTION WITHIN SECTION 12 IS SHOWN GRAPHICALLY ONLY.

SHEET 2 OF 5

SEE SHEET 5 FOR DETAILS

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PLOTED: 4/30/98 4:45 P.M. RHJ
© NORTHWESTERN TERRITORIES, INC. 1998

SCALE: 1" = 200' DATE: 10/1/97
DRAWN BY: RCC & DJF
PLAT CHECKED BY: RCC & DJF
FINAL REVIEW: BGS
SHEET 2 OF 5

RAYONIER, PORT ANGELES MILL AREA
SURVEY



P.A.T. & 12(30N-6W)

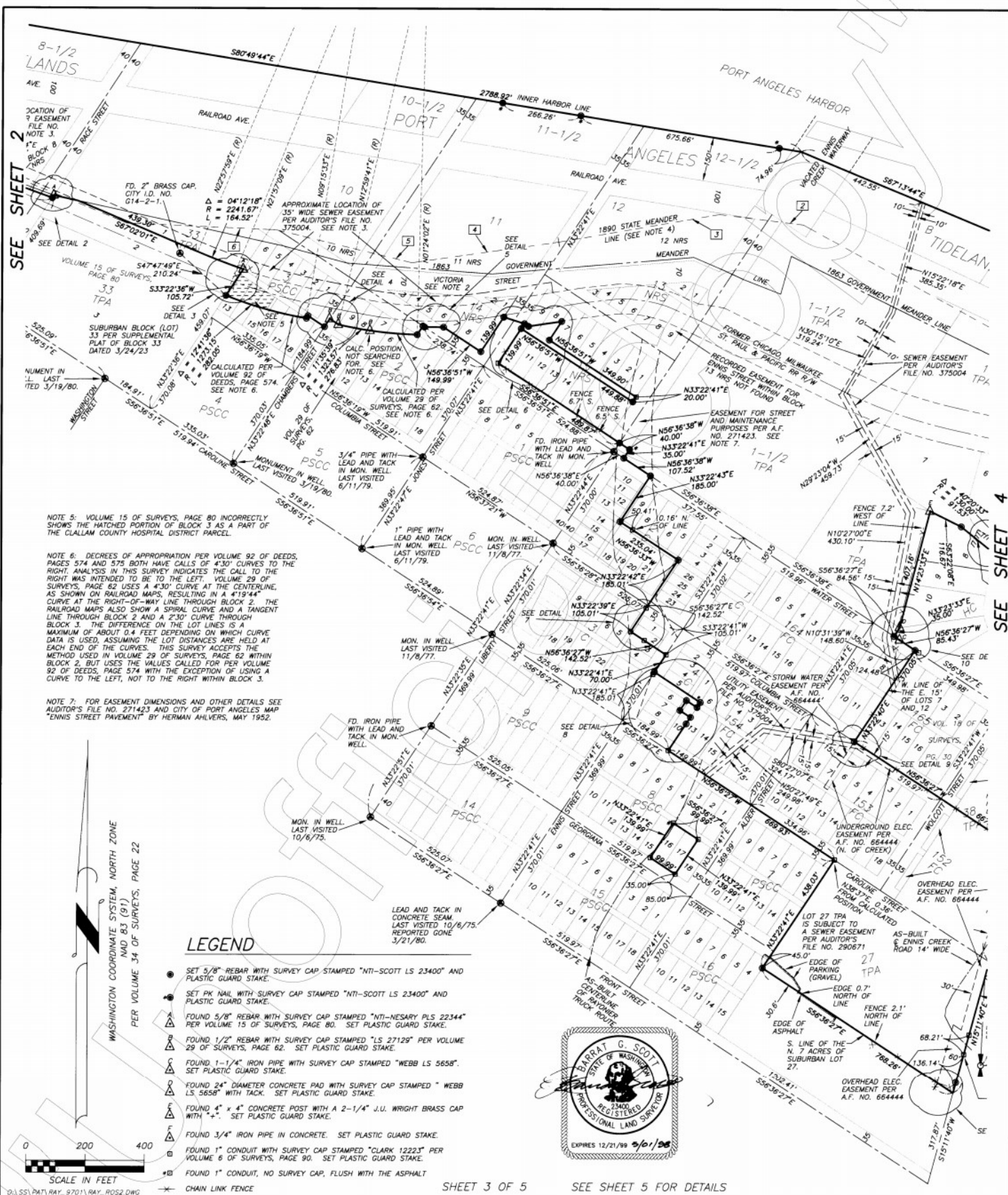


NORTHWESTERN TERRITORIES, INC.

Engineers - Land Surveyors - Planners
Construction Coordination - Materials Testing

717 SOUTH PEABODY, PORT ANGELES, WASHINGTON 98302, (360) 452-8491

55-90 65-70 55-55



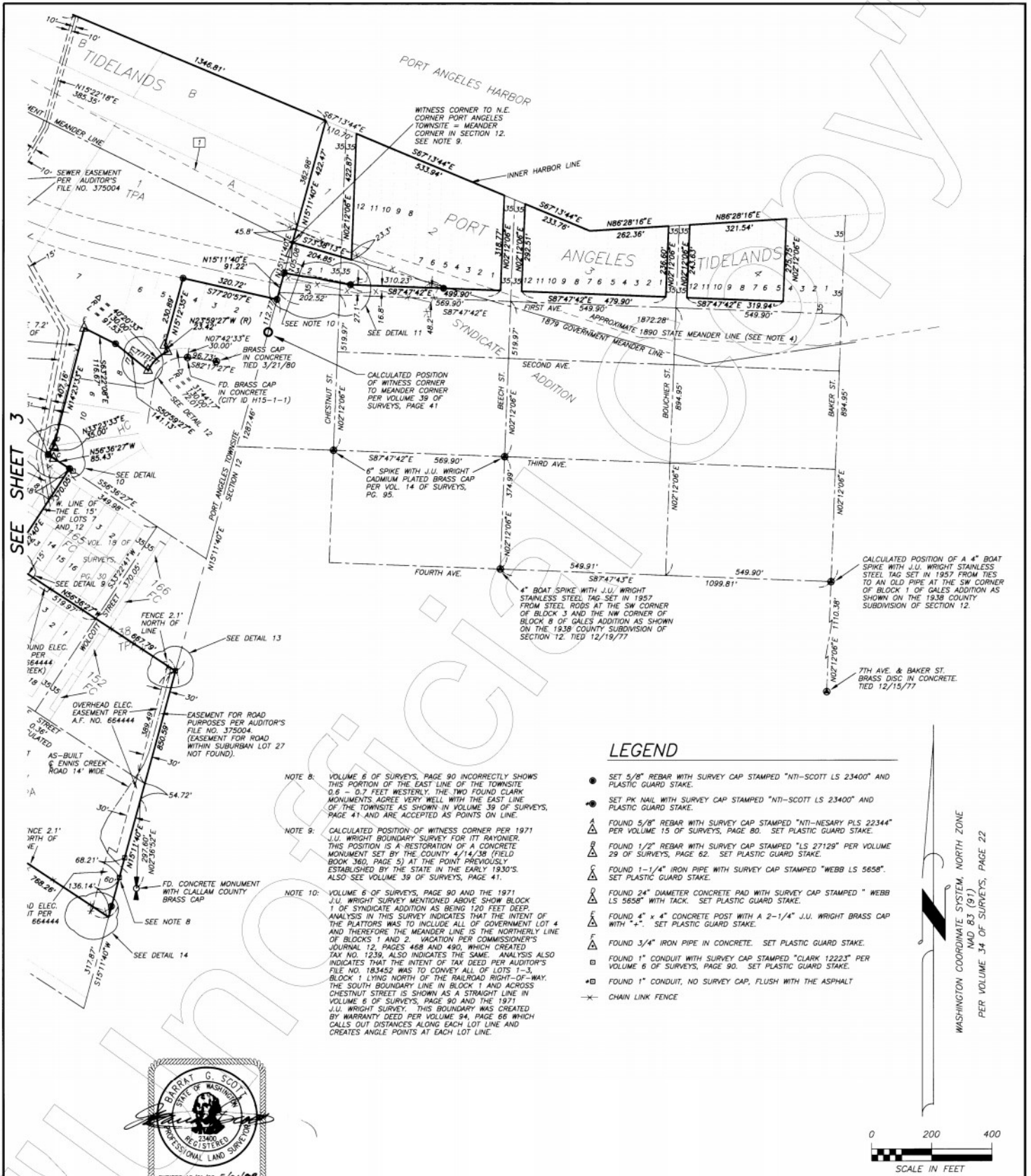
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PLAT CHECKED BY: RCC & DJF
FINAL REVIEW: RCS
SHEET 3 OF 5

RAYONIER, PORT ANGELES MILL AREA SURVEY



SHEET 3 OF 5 SEE SHEET 5 FOR DETAILS

NORTHWESTERN TERRITORIES, INC.
Engineers - Land Surveyors - Planners
Construction Coordination - Materials Testing
717 SOUTH PEABODY, PORT ANGELES, WASHINGTON 98362 (360) 452-8491



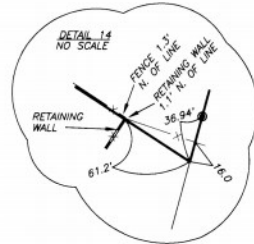
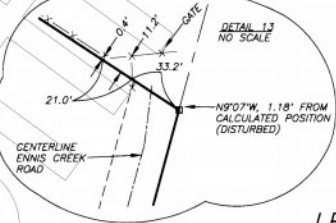
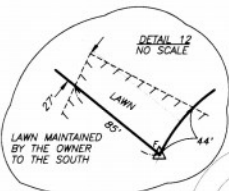
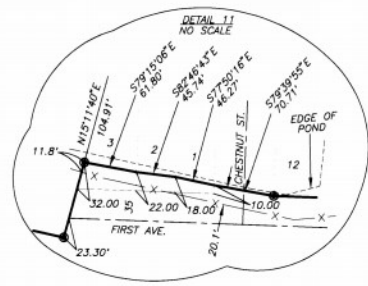
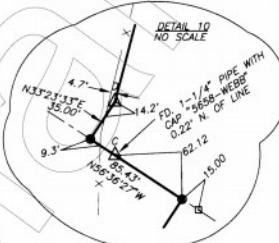
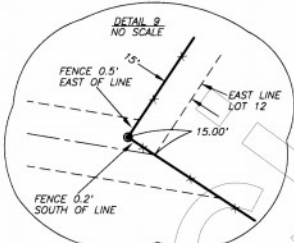
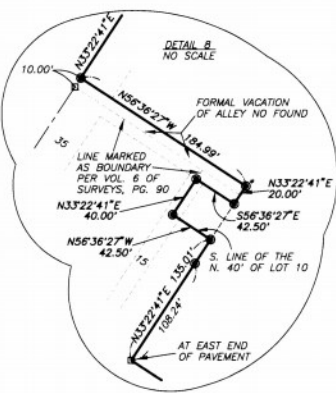
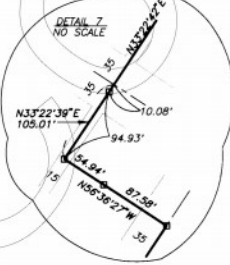
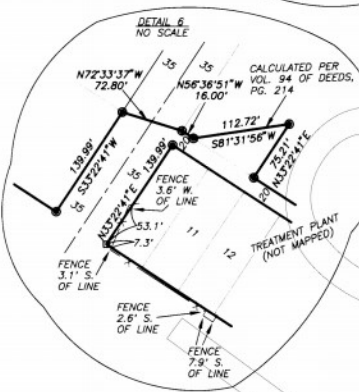
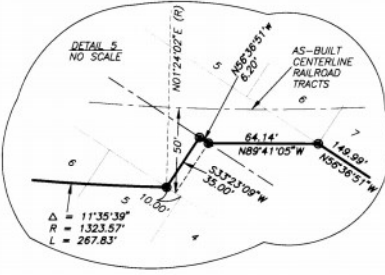
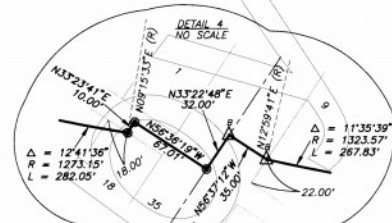
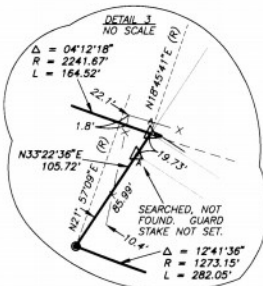
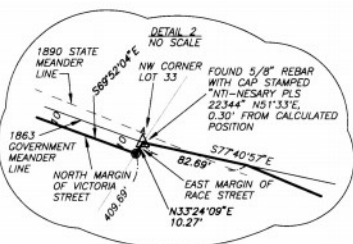
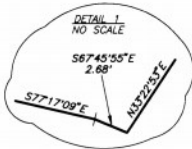
SHEET 4 OF 5 SEE SHEET 5 FOR DETAILS

SCALE: 1" = 200' DATE: 10/1/97
DRAWN BY: RCC & DJF
PLAT CHECKED BY: RCC & DJF
FINAL REVIEW: BGS
SHEET 4 OF 5

**RAYONIER, PORT ANGELES MILL AREA
SURVEY**



NORTHWESTERN TERRITORIES, INC.
Engineers - Land Surveyors - Planners
Construction Coordination - Materials Testing
717 SOUTH PEARBOY, PORT ANGELES, WASHINGTON 98362, (360) 452-8401

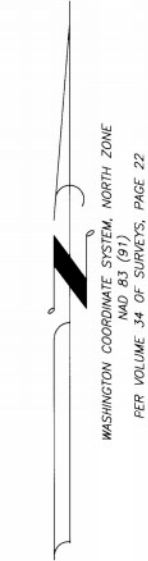


LEGEND

- SET 5/8\"/>



SHEET 5
DETAILS SHEET



D:\SS\PAT\RAY_9701\RAY_ROS2.DWG
PLOTED: 4/30/98 4:55 P.M. RHJ
© NORTHWESTERN TERRITORIES, INC. 1998

SCALE: AS SHOWN DATE: 10/1/97
DRAWN BY: RCC & DJF
PLAT CHECKED BY: RCC & DJF
FINAL REVIEW: BGS
SHEET 5 OF 5

RAYONIER, PORT ANGELES MILL AREA SURVEY

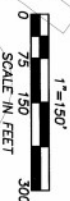
P.A.T. & 12(30N-6W)



NORTHWESTERN TERRITORIES, INC.
Engineers - Land Surveyors - Planners
Construction Coordination - Materials Testing
717 SOUTH PEARBODY, PORT ANGELES, WASHINGTON 98126 (360) 452-8491

WASHINGTON COORDINATE SYSTEM, NORTH ZONE
NAD 83 (91)
PER VOLUME 34 OF SURVEYS, PAGE 22

FOR: HOLLYWOOD BEACH PARTNERS



AUDITOR'S CERTIFICATE

Kathy Milby
DEPUTY COUNTY AUDITOR

AUDITOR'S FILE NUMBER 2005-1170565



SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF HOLLYWOOD BEACH PARTNERS IN AUGUST, 2005

JAMES WENGLER, P.L.S. 26304

WENGLER SURVEYING & MAPPING CO.



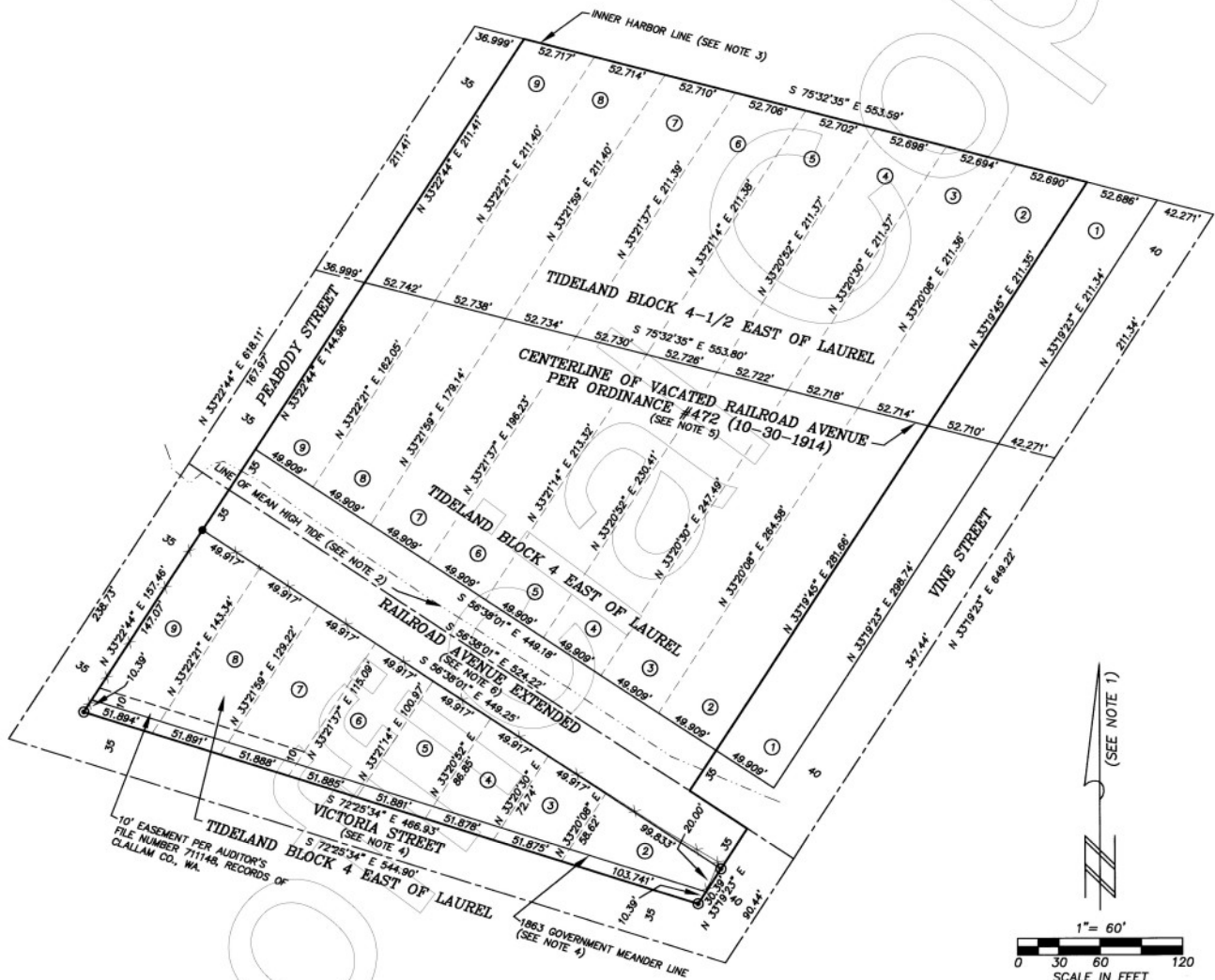
330 EAST FIRST ST., SUITE 10
PORT ANGELES, WASHINGTON 98362
(360) 457-9600
FAX (360) 457-9556

TOWNSITE OF PORT ANGELES

SHEET 1 OF 3

RECORD OF SURVEY *BLOCKS 4 & 4-1/2 OF TERMINAL LAND COMPANY'S SUBDIVISION* *OF TIDELANDS EAST OF LAUREL STREET DATED NOVEMBER 17, 1914* *PORT ANGELES, CLALLAM CO., WA.*

FOR: HOLLYWOOD BEACH PARTNERS



LEGEND

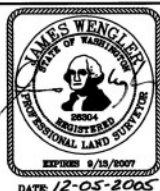
- SET: ON 11-21-2005, A 5/8" REBAR WITH SURVEYOR'S PLASTIC CAP STAMPED "WENGLER PLS 26304"
- SET: ON 11-21-2005, A NAIL WITH SURVEYOR'S BRASS WASHER STAMPED "WENGLER PLS 26304" IN TOP OF FENCE POST
- FENCELINE

SHEET 2 OF 3

SEE NOTES ON SHEET 3

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 5 DAY OF Dec, 2005
 AT 9:05A.M. IN BOOK 59 OF SURVEYS AT PAGE 70
 AT THE REQUEST OF WENGLER SURVEYING AND MAPPING CO.
Kathy Miller
 DEPUTY COUNTY AUDITOR
 AUDITOR'S FILE NUMBER 2005-1170565



SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF HOLLYWOOD BEACH PARTNERS IN AUGUST, 2005

James Wengler
 JAMES WENGLER, P.L.S. 26304

WENGLER SURVEYING & MAPPING CO.



330 EAST FIRST ST., SUITE 10
 PORT ANGELES, WASHINGTON 98362
 (360) 457-9600
 FAX (360) 457-9556

V01 59 P376

Filed for Record at Request of

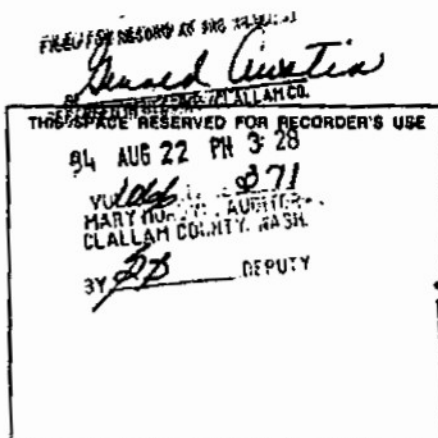
711148

When recorded return to

NAME GERALD G. AUSTIN

ADDRESS 1305 East First Street

CITY AND STATE Port Angeles, Washington 98362



QUIT CLAIM DEED

THE GRANTOR Jack A. Glaubert and Shirley D. Glaubert (Husband and Wife)

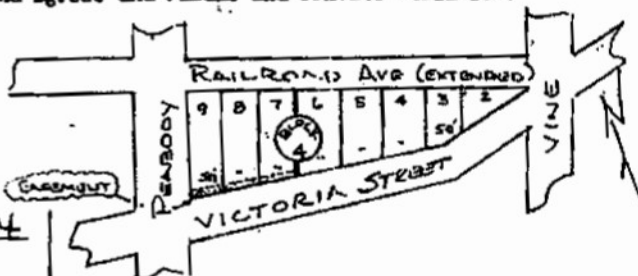
for and in consideration of To Satisfy the Dissolution of a Joint Tenancy created on May 22, 1992
and recorded in Volume 960; Page 602.

conveys and quit claims to GERALD G. AUSTIN (A Single Man) A Fee simple estate in

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:

Lots 7, 8, 9, - South of Railroad Ave. Extended - ALL in Block 4, Tidelands
East of Laurel Street - Townsite of Port Angeles as shown on Terminal Land Co.
Plat recorded March 4, 1987 in Volume 10; Page 91, Records of Clallam County,
Washington - In Addition - reserving a 10 foot exclusive easement on the South
Line of Lots 7 - 9 for Ingress and Egress and Public and Private Utilities.

34513
CLALLAM COUNTY
TRANSFERENCE TAX
110 AUG 22 1994
COUNTY TREASURER
Wanda Marchese



Dated AUGUST 15, 19 94

JACK A. GLAUBERT
JACK A. GLAUBERT

Shirley D. Glaubert
SHIRLEY D. GLAUBERT
STATE OF WASHINGTON
COUNTY OF CLALLAM

On this day personally appeared before me
Jack A. and Shirley D. Glaubert

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

GIVEN under my hand and official seal this 15
day of August, 19 94

Linda M. Lee
Notary Public in and for the State of Washington, residing
at Port Angeles

By _____
By _____

STATE OF WASHINGTON
COUNTY OF _____

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

and _____
to me known to be the _____ President
and _____ Secretary, respectively, of

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

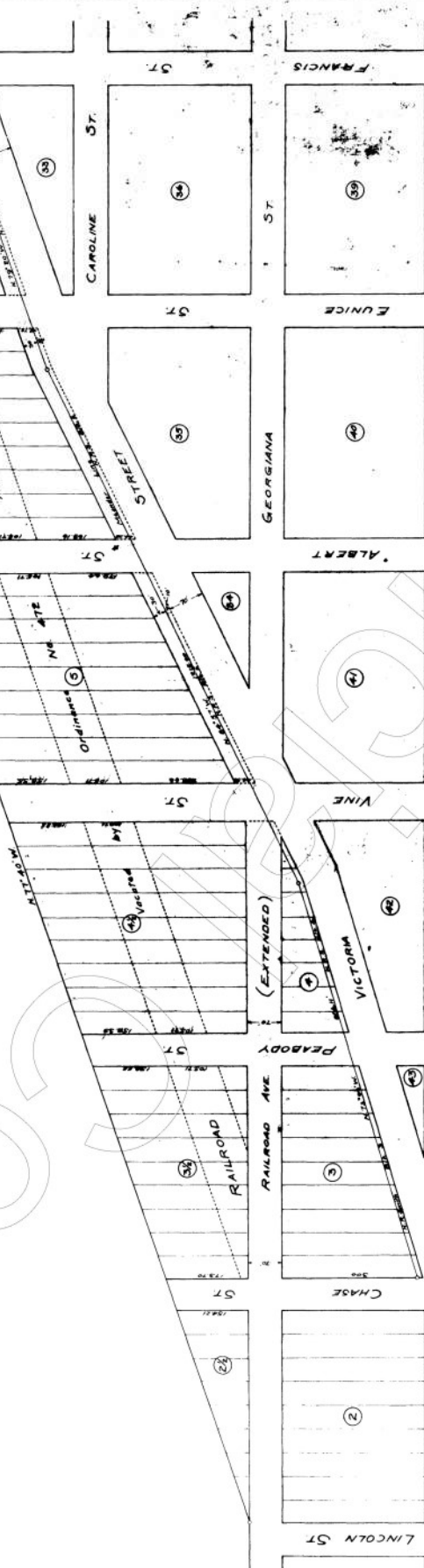
Witness my hand and official seal here to affixed the day and
year first above written.

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

711148

KC

THE TERMINAL LAND COMPANY'S SUBDIVISION
OF
TIDE LANDS EAST OF LAUREL STREET
BETWEEN
CHASE AND FRANCIS STREETS
AND
PLAT SHOWING
RAILROAD AVENUE EXTENSION
AND
ADDITION TO VICTORIA STREET
PORT ANGELES
WASHINGTON
Scale 1 inch = 100 feet



DESCRIPTION

The property included in the following dedication is described as follows:
RAILROAD AVENUE EXTENSION — Being a strip of land seventy (70) feet wide, commencing at the intersection of the west line of Francis St. and the east line of Vine St. to the west margin of Vine St. and extending south to the north line of Front St., as shown on the accompanying plat.

ADDITION TO VICTORIA STREET — Being a strip of land forty (40) feet wide, commencing at the intersection of the west line of Francis St. and the east line of Vine St. to the west margin of Francis St., including all of Blocks 5, 6 and 7, Norman R. Smith's Subdivision, of the Township of Port Angeles, also the south thirty (30) feet of Blocks 5, 6 and 7, Tide Lands East of Laurel St., in front of the City of Port Angeles, Washington, as shown on the accompanying plat.

Approved by the City Council this 17th day of November, 1914.

Anna White
Mayor

J. J. B. B. B.
City Clerk

1st Nov. 1914

J. J. B. B. B.
City Clerk

AUDITORS RECORDING CERTIFICATE

THIS PLAT OF TERMINAL LAND COMPANY'S SUB-DIVISION ADDITION TO PORT ANGELES IS FILED FOR THE RECORD AT THE REQUEST OF JACK GLAUBERT, THIS 14th DAY OF December 1914 A.D. AT 11 MINUTES PAST 2 O'CLOCK P M. AND RECORDED IN BOOK 10 OF PLATS, PAGE 91 RECORDS OF CLALLAM COUNTY, WASHINGTON

Richard J. J. J.
DEPUTY COUNTY AUDITOR

DEDICATION

Now All Who Do These Presents, That The Terminal Land Company, a corporation, being the owner in fee simple of the above described property, do hereby dedicate the same to the public use and for the use of the public forever, the extension and addition to Railroad Avenue and Victoria Street, as described above and shown on this plat.

In Witness Whereof, The said Corporation has caused these presents to be subscribed by its President, and its corporate seal hereunto to be hereunto set my hand and affixed my official seal the day and year first above written.

State of Washington
County of Clallam
On this 17th day of November, A.D. 1914, before me personally appeared John D. Hickey and R. D. Hickey, to me known to be the President and Secretary of the corporation that executed the foregoing instrument, and acknowledged to me that they were authorized to execute said instrument and that the seal affixed to the corporate deed of said corporation, my official seal the day and year first above written.

John D. Hickey
President

675650

Plot Plan

AUSTIN/GLAUBERT

BLOCK 4

LOTS 2-9
TIDELANDS EAST OF
LAUREL
TOWNSHIP OF PORT ANGELES

SECTION 3
TOWNSHIP 30 NORTH
RANGE 6 WEST, W.M.
SOUTHEAST QUARTER



CONTROLLER
INTERNAL 20

Elev. N.O.D.A.

102 EAST END
OF PENNSYLVANIA
TRAIL

FILED FOR RECORD AT THE REQUEST

Jack Glaubert
OF
RECORDED IN RECORDS ALLOWED

1932 OCT -5 PM 3:14

VOB PAGE 45
MARY HODDYK, AUDITOR
CLALLAM COUNTY, WASH.

BY *23* DEPUTY

LINE TO
FENCE

BEACH
RIP RAP

ROCK
WALL TO CONSTRUCT

VICTORIA STREET

675650



ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN 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 EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

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

COMMITMENT TO ISSUE POLICY

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

If all of the Schedule B, Part I – Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. “Discriminatory Covenant”: Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. “Knowledge” or “Known”: Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. “Land”: The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term “Land” does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. “Mortgage”: A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. “Policy”: Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. “Proposed Amount of Insurance”: Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. “Proposed Insured”: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

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

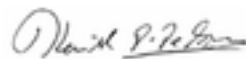
- h. “Public Records”: The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term “Public Records” does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. “State”: The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term “State” also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. “Title”: The estate or interest in the Land identified in Item 3 of Schedule A.
- 2. If all of the Schedule B, Part I – Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company’s liability and obligation end.
- 3. The Company’s liability and obligation is limited by and this Commitment is not valid without:
 - a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I – Requirements;
 - f. Schedule B, Part II – Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.
- 4. **COMPANY’S RIGHT TO AMEND**

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.
- 5. **LIMITATIONS OF LIABILITY**
 - a. The Company’s liability under Commitment Condition 4 is limited to the Proposed Insured’s actual expense incurred in the interval between the Company’s delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured’s good faith reliance to:
 - i. comply with the Schedule B, Part I – Requirements;
 - ii. eliminate, with the Company’s written consent, any Schedule B, Part II – Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
 - b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - d. The Company’s liability does not exceed the lesser of the Proposed Insured’s actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - e. The Company is not liable for the content of the Transaction Identification Data, if any.
 - f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I – Requirements have been met to the satisfaction of the Company.
 - g. The Company’s liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
- 6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
 - a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.

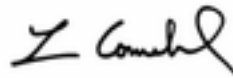
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- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - d. The deletion or modification of any Schedule B, Part II – Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
7. **IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
8. **PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. **CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. **CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

FIRST AMERICAN TITLE INSURANCE COMPANY
1 First American Way, Santa Ana, CA 92707



By: _____
Kenneth D. DeGiorgio, President



By: _____
Lisa W. Cornehl, Secretary

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

Issuing Agent: Horizon Title Group, Inc.

Issuing Office: 204 South Lincoln Street

Port Angeles, WA 98362

Issuing Office's ALTA® Registry ID: 1167581

Loan ID Number:

Commitment Number: 02-1997-TTC

Issuing Office File Number: 02-1997-TTC

Property Address: Multiple Situs Addresses, Port Angeles, WA 98362

SCHEDULE A**1.** Commitment Date: April 19, 2024 8:00 AM**2.** Policy to be issued:

	AMOUNT	PREMIUM	TAX	TOTAL
a. 2021 ALTA Owner's Policy	\$	\$0.00	\$0.00	\$0.00

PROPOSED INSURED:The estate or interest to be insured: **fee simple****3.** The estate or interest in the Land at the Commitment Date is:
fee simple**4.** The Title is, at the Commitment Date, vested in:
Jack A. Glaubert and Shirley D. Glaubert, as trustees under a declaration of trust dated April 23, 1999 and titled the Jack Glaubert Family Trust, as to Parcels A & B
And Allen & Charters Enterprises, Inc., a Washington Corporation, as to Parcel C**5.** The Land is described as follows:
See Exhibit A attached hereto and made a part hereof.

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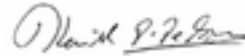
HORIZON TITLE GROUP, INC.
204 South Lincoln Street, Port Angeles, WA 98362
Telephone: (360) 457-2000

Countersigned by:

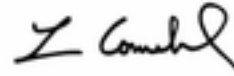


Matthew Figula
Horizon Title Group, Inc., License #603575523

FIRST AMERICAN TITLE INSURANCE COMPANY
1 First American Way, Santa Ana, CA 92707



By: _____
Kenneth D. DeGiorgio, President



By: _____
Lisa W. Cornehl, Secretary

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SCHEDULE B, PART I – Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Attached herewith is First American Title's form of Owner/Seller Affidavit. This form must be completed and signed and returned to Horizon Title Group, Inc. Please do so as soon as possible so as not to cause any delay in closing of your transaction. The Company reserves the right to make any additional requirements as warranted.
6. Lien of the real estate excise sales tax and surcharge upon any sale of said Land, if unpaid.

7. General taxes for the year 2024 which have been paid.

Tax Account No.	PID No.	Amount
063000 500412	61303	\$0.00
063000 500416	61305	\$0.00
063000 500418	61306	\$0.00
063000 500420	61307	\$0.00
063000 500428	61311	\$12.24
063000 500436	61315	\$11.81
063000 500430	61312	\$12.20
063000 500438	61316	\$11.81
063000 500455	61319	\$4.85
063000 500472	86504	\$4.51
063000 500473	86505	\$4.51
063000 500474	86506	\$4.51
063000 500422	61308	\$6.22
063000 500424	61309	\$6.22
063000 500426	61310	\$6.24
063000 500432	61313	\$12.20
063000 500440	61317	\$11.79
063000 500434	61314	\$12.20
063000 500410	61302	\$17.27
063000 500475	86507	\$4.51
063000 500476	86508	\$4.51
063000 500477	86509	\$4.51
063000 500478	86510	\$4.51
063000 500479	86511	\$4.51
063000 500414	61304	\$0.00

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8. Terms and conditions of the Jack Glaubert Family Trust, under which title is vested.

We have in our office file a copy of the Trust Agreement dated April 23, 1999, however, any amendment to said Trust Agreement should be submitted for our review prior to closing.

9. Evidence of the authority of the officers of Allen & Charters Enterprises, Inc., a corporation, if other than John R. Allen, as President and Chris G. Charters, as Vice-President to execute the forthcoming instrument, should be submitted prior to closing.

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SCHEDULE B, PART II – Exceptions

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

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

1. 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.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records.
3. Any facts, rights, interest, or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
4. Easements, claims of easements, or encumbrances which are not shown by the Public Records.
5. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the Public Records.
6. (a) Unpatented mining claims; (b) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Water rights, claims or title to water, ditch or ditch right, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records; (d) Indian Tribal Codes or Regulations, Indian Treaty or Aboriginal Rights, including easements or equitable servitudes.
7. Any lien or right to a lien for services, labor, equipment or material or medical assistance, unless such lien is shown by the Public Records as of Date of Policy.
8. Any service, installation, connection, maintenance, construction, tap or reimbursement charges/costs for sewer, water, garbage or electricity.
9. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records.

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10. Easement, including terms and provisions contained therein:
Recorded: July 11, 1950
Recording No.: [255060](#)
For: To construct and maintain a fill
Affects: The Northerly 20 feet of that portion of Lots 8 and 9, Block 4 lying Southerly of Railroad Avenue as now established.
11. Easement, including terms and provisions contained therein:
Recorded: July 11, 1950
Recording No.: [255061](#)
For: To construct and maintain a fill
Affects: The Northerly 15 feet of that portion of Lots 5, 6 and 7, Block 4 lying Southerly of Railroad Avenue as now established.
12. Easement, including terms and provisions contained therein:
Recorded: July 11, 1950
Recording No.: [255063](#)
For: To construct and maintain a fill
Affects: The Northerly portions of that portion of Lots 2, 3 and 4, Block 4 lying Southerly of Railroad Avenue as now established.
13. Restrictions, conditions, dedications, notes, easements and provisions contained and/or delineated on the face of the Plat recorded in [Volume 10 of Plats at page\(s\) 91](#) in Clallam County, Washington.
14. Plot Plan recorded October 5, 1992 under Recording No. [675650](#) .
Affects: Portion of Block 4 South of Railroad Avenue Extended
15. Easement, including terms and provisions contained therein:
Recorded: August 22, 1994
Recording No.: [711148](#)
For: Ingress, egress and utilities
Affects: The South 10 feet of that portion of Lots 7, 8 and 9, Block 4 lying South of Railroad Avenue Extended
16. A record of Survey and matters relating thereto:
Recorded: May 1, 1998
Recording No.: [1998 1008418](#)
Volume/Page: 39/55
Affects: Block 4 1/2 , Tidelands East
17. A record of Survey and matters relating thereto:
Recorded: December 5, 2005
Recording No.: [2005 1170565](#)
Volume/Page: 59/70

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18. Rights of the general public to the unrestricted use of all the waters of a navigable body of water not only for the primary purpose of navigation, but also for corollary purposes; including (but not limited to) fishing, boating, bathing, swimming, water skiing and other related recreational purposes, as those waters may affect the tidelands, shorelands or adjoining uplands and whether the level of the water has been raised naturally or artificially to a maintained or fluctuating level, all as further defined by the decisional law of the state. (Affects all of the land subject to such submergence)
19. Terms, provisions and reservations under the Submerged Land Act (43 U.S.C.A. Sections 1301 through 1311) and the rights of the United States of America to regulate commerce, navigation, flood control, fishing and production of power.
20. Loss or damage by reason that there appears to exist no insurable right of access to and from the land herein described to a public right-of-way. Unless this matter is solved to the satisfaction of the company, the forthcoming policy/endorsement will contain an exception to coverage for loss or damage by reason or lack of a right of access to and from the land.

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EXHIBIT "A"

The Land referred to herein below is situated in the County of Clallam, State of Washington, and is described as follows:

Parcel A

Those portions of Lots 2, 4, 5 and 6, Block 4, Tidelands East of Laurel Street, Townsite of Port Angeles, lying South of Railroad Avenue Extended, as shown on Terminal Land Company Plat recorded March 4, 1987 in Volume 10 of Plats, page 91, records of Clallam County, Washington.

And

Those portions of Lots 2, 3, 4 and 5, Block 4, Tidelands East of Laurel Street, Townsite of Port Angeles, lying North of Railroad Avenue Extended, as shown on Terminal Land Company Plat recorded March 4, 1987 in Volume 10 of Plats, page 91, records of Clallam County, Washington;

Together with the South Half of vacated Railroad Avenue abutting on the North.

And

Lots 1, 2, 3 and 4, Block 4 1/2, Tidelands East of Laurel Street, Townsite of Port Angeles;

Together with the North half of vacated Railroad Avenue abutting on the South.

Situate in the County of Clallam, State of Washington.

Parcel B

Those portions of Lots 7, 8 and 9, Block 4, Tidelands East of Laurel Street, Townsite of Port Angeles, lying South of Railroad Avenue Extended, as shown on Terminal Land Company Plat recorded March 4, 1987 in Volume 10 of Plats, page 91, records of Clallam County, Washington.

And

Those portions of Lots 6, 7, 8 and 9, Block 4, Tidelands East of Laurel Street, Townsite of Port Angeles, lying North of Railroad Avenue Extended, as shown on Terminal Land Company Plat recorded March 4, 1987 in Volume 10 of plats, page 91, records of Clallam County, Washington;

Together with the South half of vacated Railroad Avenue abutting on the North.

And

Lots 5, 6, 7, 8 and 9, Block 4 1/2, Tidelands East of Laurel Street, Townsite of Port Angeles;

Together with the North half of vacated Railroad Avenue abutting on the South.

Situate in the County of Clallam, State of Washington.

Parcel C

That portion of Lot 3, Block 4, Tidelands East of Laurel Street, Townsite of Port Angeles, lying South of Railroad Avenue Extended, as shown on Terminal Land Company Plat recorded March 4, 1987 in Volume 10 of Plats, page 91, records of Clallam County, Washington.

Situate in the County of Clallam, State of Washington.

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INFORMATIONAL NOTES

1. 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.
2. Abbreviated Legal Description: Blks 4 & 4 1/2 Tidelands East of Laurel St. TPA
3. The situs address of the Land herein described is: Multiple Situs Addresses, Port Angeles, WA 98362
4. [Map](#)
5. PLEASE NOTE: THERE WILL BE A FEE OF \$5.00 + TAX PER E-RECORDED DOCUMENT INCLUDED ON ALL RECORDING INVOICES.
6. NOTE: A FEE MAY BE CHARGED UPON THE CANCELLATION OF THIS COMMITMENT PURSUANT TO WASHINGTON STATE INSURANCE CODE AND THE FILED RATE SCHEDULE OF THIS COMPANY.

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