FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

In Witness Whereof, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

First American Title Insurance Company

Dennis J. Gilmore
President

Timothy Kemp
Secretary

(This Commitment is valid only when Schedules A and B are attached)
Commitment No.: 126051
Reference No.: FORS ROAD 02-096152
Seller: State of Washington
Buyer: To Be Determined

Effective Date of Commitment: December 6, 2017 at 8:00 A.M.

Prepared For: State of Washington, Department of Natural Resources
Cindy Neff
Po Box 47014
Olympia, WA 95004-7014

Inquiries Should be Directed to: Clallam Title Company
Researched By: Matthew Figula

Your title officer for this transaction is Matthew Figula. If you have any questions concerning this title commitment, please do not hesitate to call me at (360) 457-2000 or e-mail matthew@clallamtitle.com

By: Matthew Figula, Title Officer

1. Policy or Policies to be issued:

   (a) ☒ ALTA Owners Policy Standard

   Minimum Cancellation Fee
   Amount $ To Be Determined
   Premium $ 60.00
   Tax $ 5.04

   Proposed Insured:

   To Be Determined

2. The estate or interest in the land described or referred to in this Commitment and covered herein is Fee Simple.

3. Title to said estate or interest in said land is at the effective date hereof vested in:

   State of Washington
4. The land referred to in this Commitment is located in the County of Clallam, State of WA, and described as follows:

   The South half of the Southeast Quarter of Section 16, Township 30 North, Range 6 West, W.M.
   Situate in the County of Clallam, State of Washington.
SCHEDULE B

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

A. 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.

B. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry or persons in possession thereof.

C. Easements, claims of easement or encumbrances which are not shown by the public records.

D. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public record.

E. (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; 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.

F. Any lien, or right to a lien, for services, Labor or Material therefore or hereafter furnished, imposed by law and not shown by the public records. Any lien, or right to lien, for services, labor materials or medical assistance theretofore or hereafter furnished, imposed by law and not shown by the public records.

G. Any service installation, connection, maintenance, construction, tap or reimbursement charges/costs for sewer, water, garbage or electricity.

H. 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 mortgages thereon covered by this Commitment.

Special Exceptions:

1. Lien of the real estate excise sales tax and surcharge upon any sale of said premises, if unpaid. As of the date herein, the excise tax rate is 1.78%. Tax code 00 - Exempt.

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

<table>
<thead>
<tr>
<th>TAX ACCOUNT NO.</th>
<th>YEAR</th>
<th>AMOUNT BILLED</th>
<th>AMOUNT PAID</th>
</tr>
</thead>
<tbody>
<tr>
<td>063016 430000</td>
<td>2017</td>
<td>Exempt +$1.03</td>
<td>Paid In Full</td>
</tr>
</tbody>
</table>

   Property ID No. 68482

3. 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.
4. Terms, covenants, conditions and/or provisions contained in an easement serving said premises, as contained in instrument:
   Recorded: December 18, 1961
   Recording Nos.: 331539 and 331540

5. Easement, including terms and provisions contained therein:
   Recorded: November 30, 1964
   Recording No.: 352425
   In favor of: United States of America, Department of the Interior, acting through the Bonneville Power Administrator
   For: Transmission line and roads
   Affects: Portion of said premises

6. Easement, including terms and provisions contained therein:
   Recorded: March 22, 1976
   Recording No.: 452160
   In favor of: Pacific Northwest Bell Telephone Company
   For: Buried telephone cables and an aerial telephone cable
   Affects: Portion of said premises

7. Notice of Connection Charges by Black Diamond Water District imposed by instruments recorded on July 12, 1977 and June 9, 1988, under Recording Nos. 469865 and 604430.

8. Easement, including terms and provisions contained therein:
   Recorded: March 30, 1979
   Recording No.: 493901
   For: A road or roads for access
   Affects: Portion of said premises

9. Easement, including terms and provisions contained therein:
   Recorded: November 20, 1979
   Recording No.: 502638
   For: A road or roads for access
   Affects: Portion of said premises

10. Easement, including terms and provisions contained therein:
    Recorded: February 15, 1980
    Recording No.: 505011
    For: A road or roads for access
    Affects: Portion of said premises

11. Easement, including terms and provisions contained therein:
    Recorded: November 14, 1991
    Recording No.: 659780
    In Favor Of: Public Utility District No. 1, of Clallam County, a municipal corporation
    For: Electric transmission and/or distribution system
    Affects: Portion of said premises

12. Easement, including terms and provisions contained therein:
    Recorded: April 14, 2004
    Recording No.: 2004 1131402
    For: A road or roads for access
    Affects: Portion of said premises
13. A record of Survey and matters relating thereto:
   Recorded: April 15, 2009
   Recording No.: 2009 1235401
   Volume/Page: 68/22

14. Evidence of the identity and authority of the party(ies) executing the forthcoming instrument on behalf of the vestee herein should be submitted prior to closing.

   End of Special Exceptions

Notes:

1. The legal description in this commitment is based on information provided with the application and the public records as defined in the policy to issue. The parties to the forthcoming transaction must notify the title insurance company prior to closing if the description does not conform to their expectations.

2. Abbreviated Legal Description:
   S2 SE 16-30-6W

3. The Company has been asked to issue an owner’s policy without disclosure of the liability amount. This commitment shall be effective only when the amount of the policy committed for has been inserted in Schedule “A” hereof. The forthcoming policy must be issued in an amount at least equal to the full value of the estate insured in accordance with our rating schedule on file in the office of the Washington State Insurance Commissioner.

   The Company may have further requirements if the undisclosed amount to be insured exceeds the current assessed valuation.

4. According to the application for title insurance, title is to vest in persons not yet revealed and when so vested will then be subject to matters disclosed by a search of the records against their names.

CC: State of Washington, Department of Natural Resources, Robert Winslow
SCHEDULE C

The following are the requirements to be complied with:

1. Instruments necessary to create the estate or interest or mortgage to be insured must be properly executed, delivered and duly filed for record.

2. Investigation should be made to determine if there are any service, installation, maintenance or construction charges for sewer, water or electricity.

3. In the event this transaction fails to close, a cancellation fee will be charged for services rendered in accordance with our rate schedule.
The United States of America
To all to whom these presents shall come, Greeting:

WHEREAS, There are now deposited in the Bureau of Land Management of the United States an application by the State of Washington and a decision of the Oregon State Office of said Bureau at Portland, Oregon, directing that a patent issue to the State of Washington under the provisions of the Act of Congress approved June 21, 1934 (48 Stat. 1105), entitled "An Act Authorizing the Secretary of the Interior to issue patents to the numbered school sections in place, granted to the States by the Act approved February 22, 1889, by the Act approved January 23, 1927 (44 Stat. 1026), and by any other Act of Congress," for the following numbered school section lands in place, granted for the support of common schools and the title to which vested in the State of Washington under the Act of February 22, 1889 (25 Stat. 676) upon its admission into the Union on November 11, 1889 (26 Stat. 532):

Willamette Meridian, Washington.

T. 28 N., R. 2 W.,
Sec. 16, All.

T. 30 N., R. 2 W.,
Sec. 16, Lot 1 and W½ Sec. 36, Lots 3 and 4 and SW ½.

T. 30 N., R. 3 W.,
Sec. 16, All; Sec. 36, Lots 3, 4, 5, and S½ Sec.

T. 30 N., R. 4 W.,
Sec. 16, All; Sec. 36, All.

T. 31 N., R. 4 W.,
Sec. 36, Lots 3, 4, and 5, and S½ Sec.

T. 30 N., R. 5 W.,
Sec. 16, All; Sec. 36, All.

T. 30 N., R. 6 W.,
Sec. 16, All; Sec. 36, All.

T. 30 N., R. 7 W.,
Sec. 16, W½.

T. 31 N., R. 7 W.,
Sec. 36, Lots 1 and 5 and SW ½ Sec.

T. 30 N., R. 8 W.,
Sec. 16, All.

T. 31 N., R. 8 W.,
Sec. 36, Lot 1, W½ Sec., SE¼, W½, and SW¼.

T. 31 N., R. 9 W.,
Sec. 36, All.

T. 31 N., R. 10 W.,
Sec. 16, SW¼, W½, W½, and NE¼ Sec.,

Patent Number 46-72-0049

Vol. 285, pg. 432
NOW, THEREFORE, KNOW YE, THAT the UNITED STATES OF AMERICA,
in consideration of the premises, and in conformity with the
said Act of Congress of June 21, 1934, and as evidence of the
title which was granted to and vested in the State of Washington
to the above-described lands on November 11, 1889, for the
support of common schools, as aforesaid, and in confirmation of
such title for such purpose, HAS GIVEN AND GRANTED, and by these
presents DOES GIVE AND GRANT, unto the said State of Washington,
and to its assigns, the lands above described; TO HAVE AND TO
HOLD the same, together with all the rights, privileges,
immunities, and appurtenances, of whatsoever nature, thereunto
belonging, unto the said State of Washington, and to its assigns
forever.

IN TESTIMONY WHEREOF, the undersigned authorized officer of the
Bureau of Land Management, in accordance with the provisions
of the Act of June 17, 1946 (62 Stat. 476), has, in the name of the
United States, caused these letters to be made Patent, and the
Seal of the Bureau to be hereto affixed.

GIVEN under my hand, in Portland, Oregon
the TWENTY-SEVENTH day of MARCH in the year
of our Lord one thousand nine hundred and SEVENTY-TWO
and of the Independence of the United States the one hundred
and NINETY-SIXTH.

[Signature]  
Chief, Branch of Lands and
Minerals Operations
The Grantor _H. R. Massie Smith, C. C. Paige, Mrs. W. L. Raymond_

for and in consideration of One
Dollar ($1.00) and other valuable consideration, in hand paid, receipt whereof is hereby acknowledged, convey and grant to the STATE OF WASHINGTON, DEPARTMENT OF NATURAL RESOURCES, grantees and/or assigns, an easement for road right-of-way over and across the the following described lands in Cowlitz County, State of Washington, to-wit:

W62 Sec 15, Twp 30 North, Rge 6 West, W.M.

as shown on plat attached to and by reference made a part of this easement, subject to the authority of the Supervisor of the Department of Natural Resources to regulate the use thereof.

It is specifically understood that the grantors have granted this easement to the grantee in connection with the purposes for which it is granted and that the grantors assume no liability either to the grantee, its agents or employees, or any other person or firm using said easement by permission of the grantee or otherwise; and that the grantee shall require any third party using said easement with its permission to provide liability insurance in an amount satisfactory to the grantor but limited to $1000, indemnifying and protecting the grantors from any liability by reason of such use.

It is further understood and agreed that the grantors have exercised no authority or control over the grantee in the construction or utilization of said easement and that the same is for the use and benefit of the grantee and its assigns and is without any liability whatsoever on the part of the grantor in connection with the exercise thereof.

Provided nothing herein will prevent the grantor from making use of such road on his own risk provided the grantor shall contribute to the maintenance thereof in proportion to such use to the end that such maintenance will leave the road in as good a condition as existed at the commencement of such use.

IN WITNESS WHEREOF the grantors have hereunto set their hands and seals this day of April, 1967.

Approved as to Form Only

3rd Day of April, 1967
John J. O'Connell
Attorney General

By

Mitchell Dunlap
Assistant Attorney-General

STATE OF WASHINGTON
COUNTY OF King

I, the undersigned, Notary Public in and for the State of Washington, do hereby certify that on this 23rd day of January, 1967, personally appeared before me, _Mrs. W. L. Raymond_ 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 free and voluntary act and deed for the uses and purposes herein declared.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal this day first above written.

Notary Public in and for the State of Washington residing at __________.
STATE OF CALIFORNIA, 

County of Santa Clara 

On this 23rd day of October, in the year one thousand nine hundred and Sixty-One before me, Alice Mackey, a Notary Public in and for the County of Santa Clara State of California, duly commissioned and sworn, personally appeared Charles C. Pope, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he has executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Santa Clara this day and year in the certificate first above written.

[Signature]
County of Santa Clara 


STATE OF WASHINGTON, 

COUNTY OF CLACKAMAS 

Individual Acknowledgement

I, the undersigned, a Notary Public in and for the said State, do hereby certify that on this 4th day of November personally appeared before me H. R. Messersmith, described in and who executed the within instrument, and acknowledged that he subscribed and sealed the same as his free and voluntary act and deed for the use and purpose therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate written above.

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

Vol. 264 Page 113
Ease Fld December 18, 1961
December 18, 1961  331540
1:00(S of W)

(FORM SAME AS #331539)

Lysle Fillion
State of Washington, Department of Natural Resources

SE¼ SW¼ Sec 16, Twp 30 North Rge 6 West

xon ok
EXEMPT
Approved by Atty General

map attached
STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES  
BRET L. COLE, Commissioner of Public Lands  

AGREEMENT No. 29785  

In re: Application No. 29785 by the United States of America, Department of the Interior, acting through the Bonneville Power Administration for Right of Way for Transmission Line and Access Road over certain State Lands in Clallam County.  

THIS AGREEMENT, made and entered into this 1st day of October, 1964, by and between the DEPARTMENT OF NATURAL RESOURCES, STATE OF WASHINGTON, hereinafter called the "State" and the UNITED STATES OF AMERICA, Department of the Interior, acting through the BONNEVILLE POWER ADMINISTRATION, hereinafter call the "Grantee."  

WITNESSETH, the parties hereto, each in consideration of the agreements and the performance thereof on the part of the other, do agree:  

1-0 Subject to the terms and conditions hereof, the State hereby grants to the Grantee:  

1-1 An easement in accordance with the authority set forth in Chapter 73, Session Laws of 1961, consisting of a right of way for transmission line construction, operation and maintenance purposes over and across the location described in Schedule A attached hereto and by this reference made a part hereof, together with the present and future right to clear said right of way and keep the same clear of brush, timber, structures and fire hazards, provided that fire hazards shall not be interpreted to include any growing crops other than trees.  

1-2 The nonexclusive right to use or construct and use roads necessary to operate equipment commonly used for transmission line construction, operation, and maintenance purposes, including the removal of timber incidental thereto, over and across the location as shown in red on Exhibit A attached hereto and by this reference made a part hereof.  

1-3 The nonexclusive right to use roads necessary to operate equipment commonly used for transmission line construction, operation and maintenance purposes over and across the roads shown in green on Exhibit A.  

Provided, however, that said nonexclusive right shall be subject to the terms and conditions of a right of way easement for an access road granted to the State by H. A. Nessarmonth, C. C. Page, and Mrs. W. L. Raymond, a copy of which is attached hereto as Exhibit B and by this reference made a part hereof.  

Provided, further, that said nonexclusive right shall be subject to the terms and conditions of a right of way easement for an access road granted to the State by Lysle Fillion, a copy of which is attached hereto as Exhibit C and by this reference is made a part hereof.  

November 30, 1964
1-4 The right, within five (5) years of the date written above, to remove the marked trees, and/or trees within the danger tree zone adjacent to the right of way, as identified in the application and plat submitted, and marked on the ground.

2-0 This Agreement is subject to:

2-1 Those requirements listed in Schedule 2 attached hereto and by this reference made a part hereof.

3-0 The term of the Agreement shall be for the period of use. Should the Grantee, its successors or assigns ever abandon the rights herein conveyed for the purpose for which granted, said rights shall revert to the State of Washington, its successors or assigns.

4-0 The consideration paid by the Grantee to the State shall be as follows:

4-1 Dameses: $2175.00

Total: $2175.00

App. No. 29785

-1s-
5-0 To the extent that it can legally do so, Grantee agrees to comply with all state, county and municipal laws, ordinances or regulations which are applicable to the area of operations covered by this agreement.

6-0 It is agreed that the State reserves the right to make reasonable rules and regulations, in addition to any specified in Schedule B, concerning priority of use, and use and maintenance of roads located within the limits of Schedule B as shown in red on Exhibit A.

Provided: Nothing contained in this Agreement shall prejudice or interfere with the action of the Grantee in the event of an emergency, and all obligations under this Agreement involving the expenditure of money of the United States Government shall be subject to the availability of appropriations for the purpose.

6-1 Road Maintenance. Any damage to said roads, bridges, culverts, ditches, fences or gates, etc., resulting from Grantee's use shall be immediately repaired by Grantee. During periods of actual use by Grantee, the roads shall be kept in original condition or better by Grantee.

6-2 Joint Maintenance. Road use is contingent upon the Grantee entering into a written, State approved, road maintenance agreement with others using the road or any portion thereof. Said agreement shall provide for maintenance, based on a proportional share of use.

However, the State reserves the right to maintain or to appoint a maintainer who will be responsible for all maintenance. In this event, all users will be required to pay the State or its designated maintainer their proportional share of the cost of maintenance.

7-0 The State, its successors, assigns, and grantees, shall have the right to cross and recross the right of way herein granted without charge for any and all purposes deemed necessary or desirable in connection with the control, management, harvest and administration of state-owned lands or the resources thereof; provided such crossing by others shall be controlled so that it will not interfere unreasonably with the use of said right of way by the Grantee.

8-0 The State shall have the right to use, without charge, all existing roads located on State lands within the limits of this Agreement and those constructed and/or reconstructed by the Grantee under this Agreement for any and all purposes deemed necessary or desirable in connection with the control, management, harvest and administration of state-owned lands or the resources thereof. The State may extend such right and privileges to others; provided such use by the State's contractors and others shall be controlled so it will not interfere unreasonably with the use of the road by the Grantee. This use shall be contingent upon performance by the State's contractors and others of maintenance based on a fair share of their use, or payment to the Grantee of a fair share of the cost of maintenance to be agreed upon by the parties concerned.

9-0 To the extent that it can legally do so, Grantee (or the Grantee's contractors when the rights granted herein are assigned to such contractor) shall do everything reasonably within his power and shall require his employees to do everything reasonably within their power, both independently and upon the request of the Department of Natural Resources, to prevent and suppress fires caused by operations of the Grantee on or near any lands to be occupied under this Agreement, and shall pay the State of Washington, or other duly authorized protective agency, the suppression costs and damages incurred by the State of Washington or other protective agencies resulting from any fires caused by his operations.

Further, the Grantee (or the Grantee's contractors) shall comply with the Department of Natural Resources' extra requirements pertaining to burning procedures, blasting, watchmen, extra patrol, pumps, hose, fire tools, etc., deemed necessary for prevention and suppression of fire resulting from the construction operations. Such requirements will be included in the invitations to bid and will be made part of the contract with the successful bidder.
The grantee in consideration of this conveyance agrees to fall
snags 15 feet in height and over, located on a strip of land 75 feet in width
on each side of the limits of any transmission line right of way described
herein.

10-0 The State shall notify the grantee by United States mail,
addressed to the address shown on the application on file at the Department of
Natural Resources, Olympia, Washington, of any instance of noncompliance by the
Grantee, its agents, employees, contractors or their employees, with any of the
requirements of this Agreement; said notice to set forth the specific nature of
the noncompliance. If, within 15 days after receipt of said notice, Grantee
fails to undertake the necessary action to comply, the District Administrator
may suspend operations until such time as this action is undertaken.

11-0 This Agreement shall not be assigned nor shall any interest of
the Grantee herein or hereunder be transferred or assigned without prior written
notice to the State, except that said rights conveyed may be used by any
employees, contractors or representatives of the Grantee who may be engaged in
the Grantee's operations.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement
to be executed as below subscribed.

Dated this 4th day of December, 1967.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

By

COMMISSIONER OF PUBLIC LANDS

UNITED STATES OF AMERICA
Department of the Interior
Acting through the
Bonneville Power Administrator

Approved as to form

JOHN J. O'CONNELL
ATTORNEY GENERAL

By Charles E. Roe, Jr.
Assistant Attorney General

Application Number 29785

D-75 B.P.A.
10-29-61
Right of Way

Page 3
SCHEDULE 1

RIGHT OF WAY DESCRIPTION FOR APPLICATION NO. 29785
TRANSMISSION LINE

That portion of the 5½ SE1/4, Section 16, Township 30 North, Range 6
West, M.N., included within the limits of a strip of land 100 feet in
width, having 50 feet of such width on each side of the following des-
cribed centerline:

Beginning at a point on the east line of said Section 16, which is
N 68° 01' 10" E 640.1 feet from the southeast corner thereof, and running
thence N 87° 47' 00" W 2229.4 feet to a point on the north and south
centerline of said Section 16 which is N 1° 09' 30" E 721.4 feet from the
south quarter section corner thereof, having an area of 5.1 acres as shown
on the plat thereof on file in the office of the Commissioner of Public
Lands at Olympia, Washington.

[Signature]

PROVED 10-6-64

CONTRIBUTED EXAMINER

November 30, 1964,

App. No. 29785
ct
SCHEDULE 2

1. **SOIL EROSION**

    1-1 Grantee shall refrain from operation of equipment when ground condition is such that excessive damage will result to adjacent lands.

    1-2 Grantee further agrees that temporary roads and trails, not required after construction and/or reconstruction of facilities, will be left in such condition as to eliminate excessive damage through soil erosion. Provided, further, that soil excavated from tower footings and all soil otherwise disturbed is to be leveled and left in such condition as to eliminate excessive damage through soil erosion.

2. **DAMAGE**

    2-1 Grantee shall require, as a condition of each agreement with any of its contractors involved in clearing of said right of way or the use of said road, that said contractors take all reasonable precautions to protect adjacent state timber and reproduction. Damage to trees and/or reproduction, not included in the original grant, shall be appraised by the State. Said contractor or contractors shall be billed for these damages at the appraised rate, except triple damages may be charged, under RCM 75.01.756; in the event timber or other articles are cut or removed without prior authorization issued in writing by the State.

3. **PRESERVATION OF SURVEYS**

    3-1 Any legal subdivision survey corners and witness objects are to be preserved. If such are destroyed or disturbed, the Grantee shall re-establish same in accordance with U.S. General Land Office standards at his own expense. Those corners that must be necessarily disturbed or destroyed in process of construction must be adequately referenced prior to removal of the corner and/or witness object.

4. **DANGER TREES**

    4-1 Trees that become dangerous to the operation and maintenance of the transmission line subsequent to the construction thereof, and located outside of the limits of said right of way may be removed upon obtaining the written consent of the State, and payment of the appraised value thereof.

5. **OTHER**

    5-1 Grantee shall install a corrugated iron pipe culvert on the road shown in red on Exhibit A. Said culvert shall be of a size specified by the District Administrator at Fort Angeles, and shall be installed in a location and in a manner as designated by said District Administrator.

    Provided, further, that the Grantee shall give prior notification to the Fort Angeles District Administrator of the time when the culvert is to be installed.

App. No. 29785
SCHEDULE 2 (Cont.)

5-2 Grantee shall keep drainage channels and culverts clear of debris and functioning as designed, and repair fills and sunken grades as needed, during periods of actual use by Grantee.

5-3 Grantee shall not deposit material from slides or other sources requiring removal from the road in streams or at locations where it will wash into streams and cause silting of streams or reservoirs.

5-4 All improvements and the grounds adjacent thereto shall be maintained in a clean, sanitary condition and rubbish shall be disposed of satisfactorily by the Grantee.

5-5 Grantee shall, within a reasonable time, repair all damage to other than said temporary roads caused by its operation of equipment when the ground condition is such that excessive damage will result.

App. No. 27785
cl

For and in consideration of One Dollar ($1.00) and other valuable consideration, in hand paid, receipt hereof is hereby acknowledged, convey and grant to the STATE OF WASHINGTON, DEPARTMENT OF NATURAL RESOURCES, grantee and/or assignee, an easement for road right-of-way over and across the following described lands in Chelan County, State of Washington, to-wit:

NE 1/4 Sec 16, Twp 30 North, Rge 6 West, W.M.

as shown on plat attached to and by reference made a part of this instrument, subject to the authority of the Supervisor of the Department of Natural Resources to regulate the use thereof.

It is specifically understood that the grantors have granted this easement to the grantee in connection with the purposes for which it is granted and that the grantors assume no liability either to the grantee, its agents or employees, or any other person or firm using said easement by permission of the grantee or otherwise; and that the grantee shall require any third party using said easement with its permission to provide liability insurance in an amount satisfactory to the grantor but limited to Dollars ($5,000.00), indemnifying and protecting the grantors from any liability by reason of such use.

It is further understood and agreed that the grantors have exercised no authority or control over the grantee in the construction or utilization of said easement and that the same is for the use and benefit of the grantee and its assigns and is without any liability whatsoever on the part of the grantor in connection with the existence thereof.

Provided nothing herein will prevent the grantor from making use of such road on his own risk provided the grantor shall contribute to the maintenance thereof in proportion to such use to the end that such maintenance will leave the road in as good a condition as existed at the commencement of such use.

In witness whereof the grantors have hereunto set their hands and seals this 19th day of April, 1957.

[Signature]
(Seal)

John J. O'Connell
Attorney General

By
Mitchell Dougall
Assistant Attorney General

State of Washington
County of Okanogan.

I, the undersigned, Notary Public in and for the State of Washington, do hereby certify that on this 19th day of April, 1957, personally appeared before me:

[Name]

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.

In witness whereof I have hereunto set my hand and affixed my official seal this day and year first above written.

[Signature]
(Seal)

Notary Public in and for the State of Washington
Residing at Antelope.
EASEMENT

The Grantor: Lyndell Fillman

One Dollar ($1.00) for and in consideration of One Dollar ($1.00) and other valuable consideration, in hand paid, receipt whereof is hereby acknowledged, convey and grant to the STATE OF WASHINGTON, DEPARTMENT OF NATURAL RESOURCES, grantee and/or assignee, an easement for road right-of-way over and across the lands in Clallam County, State of Washington, to-wit:

SE1 NW1 Sec 16, Twp 30 North Rge 6 West

as shown on plat attached to and by reference made a part of this easement, subject to the authority of the Supervisor of the Department of Natural Resources to regulate the use thereof.

It is specifically understood that the grantors have granted this easement to the grantee in connection with the purposes for which it is granted and that the grantors assume no liability either to the grantee, its agents or employees, or any other person or firm using said easement by permission of the grantee or otherwise; and that the grantee shall require any third party using said easement with its permission to provide liability insurance in an amount satisfactory to the grantor but limited to $100,000 in any one accident indemnifying and protecting the grantors from any liability by reason of such use.

It is further understood and agreed that the grantors have exercised no authority or control over the grantee in the construction or utilization of said easement and that the same is for the use and benefit of the grantee and its assigns and is without any liability whatsoever on the part of the grantor in connection with the exercise thereof.

PROVIDED nothing herein will prevent the grantor from making use of such road on his own risk provided the grantee shall contribute to the maintenance thereof in proportion to such use to the end that such maintenance will leave the road in as good a condition as existed at the commencement of such use.

IN WITNESS WHEREOF the grantors have hereunto set their hands and seals this __________ day of __________ 19__.

Approved as to Form Only

3rd day of April, 1957

JOHN J. O'CONNELL
Attorney General

By

Mitchell Bumett
Assistant Attorney-General

STATE OF WASHINGTON
COUNTY OF Clallam

I, the undersigned, Notary Public in and for the State of Washington, do hereby certify that on this __________ day of __________ 19__, personally appeared before me _________ to me known to be the individual described in and who executed the within instrument and acknowledged that ________ signed and sealed the same as ________ face and voluntary act and deed for the uses and purposes herein mentioned.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of Washington residing at __________

FORM:

EASEMENT

EXHIBIT C

EXHIBIT C

VOL. 264 PAGE 315
STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
BENNY L. COLE, Commissioner of Public Lands

Agreement No. 38275

THIS AGREEMENT, made and entered into this 26th day of January, 1976, by and between PACIFIC NORTHWEST Bell TELEPHONE COMPANY, herein called the "Grantee," and the STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called the "State," WITNESSETH:

The State, for and in consideration of the terms and conditions specified herein, hereby grants and conveys to the Grantee, its successors and assigns, an easement for a right of way for the construction, operation, use and maintenance of a buried telephone cable and an aerial telephone cable, over and across a location as shown on Plot No. 38275, filed in the office of the Commissioner of Public Lands at Olympia, Washington, a reduction of which is attached as Exhibit A, indicating said right of way in red, and by this reference made a part hereof, all in Clallam County, Washington.

The aerial telephone cable referred to hereinabove is shown on maps filed in the respective offices of the State and the Grantee and is shown on said maps as beginning at Station 12+95.6 on the east line of Section 16, Township 30 North, Range 6 West, W.M., and ending at Station 13+05 and beginning again at Station 30+30 and ending at Station 30+75.

The buried telephone cable referred to hereinabove is shown on the aforementioned maps as beginning at Station 13+05 and ending at Station 30+30 and beginning again at Station 30+75 and ending at Station 34+92.6 on the north-south centerline of Section 16, Township 30 North, Range 6 West, W.M.,

This Agreement is subject to the terms and conditions hereinafter set out.

Consideration

The consideration paid by the Grantee to the State is as follows:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Damages</td>
<td>$2,020.00</td>
</tr>
<tr>
<td>Statutory Fee</td>
<td>$30.00</td>
</tr>
<tr>
<td>Total</td>
<td>$2,050.00</td>
</tr>
</tbody>
</table>

Operating Specifications

In the exercise of rights granted by this agreement, the Grantee agrees to abide by the State's Resource Management Operating Specifications in effect at the time of the execution of this agreement.

Subsequent changes in specifications necessary to reasonably protect the environment will be mutually agreed upon. Costs for such subsequent changes will be borne by the Grantee.

If the two parties fail to agree that the changes in specifications are necessary, a three-member committee will be formed. Said committee to be made up of one member appointed by the State, one member appointed by the Grantee, and one member to be appointed by the two aforementioned members. The decision of the committee will be final and binding on all parties.

Assignment

This Agreement, or any of the rights granted herein, shall not be assigned without prior written consent of the State, except that said rights granted hereunder may be used by any employee, contractor, or representative of the Grantee, hereinafter collectively referred to as "Permittee," while engaged in the Grantee's operations.
Term

Should the Grantee, or its assigns, cease to use this easement for the purposes specified herein for a period of two (2) years, it shall notify the State of such nonuse; and the rights granted herein shall revert to the State, its successors or assigns.

Forfeiture

In the event that any portion of the right of way as shown on Exhibit A is not used by the Grantee, or its assigns, for the purpose for which it was granted, within a period of five (5) years, the rights of the Grantee within said portion of the right of way shall revert to the State, its successors or assigns; and said portion of the right of way shall be leased from the easement as fully and completely as if this Agreement had not been entered into; provided, however, an extension of time may be granted upon written request prior to the expiration date of said 5-year period and upon the terms and conditions as specified by the State; such terms and conditions shall be limited to the State's right to extend said period and modify the considerations due the State which shall include, but not be limited to, additional charges for administrative costs and appreciation of land and valuable material.

Reservations to State

State reserves for itself, its successors and assigns, the right at all times and for any purpose to cross and recross said right of way at any place on grade or otherwise, and to use said right of way for road purposes, insofar as is compatible with Grantee's operation, and provided such reserved rights shall be exercised in a manner that will not unreasonably interfere with the rights of the Grantee hereunder.

The State reserves to itself, its successors and assigns, the right to develop, improve, and utilize the land and natural resources therein, within the limits of the right of way granted herein, insofar as such reservations are compatible with the Grantee's operation, and insofar as such action will not unreasonably interfere with the rights of the Grantee.

In the event the State, its successors or assigns elects to act within the reservation, it shall give written notice to the Grantee of such election and will then assume responsibility for allowing no growth or obstruction on the right of way that will be incompatible or interfere with the Grantee's use thereof.

When so notified, Grantee will not eradicate by broadcast brush spraying, or other methods of removal, any growth on the portion of the right of way being so used by the State. In the event the Grantee injures or damages growth while responding to an emergency such as, but not limited to, a fire, flood, or facility failure, or necessary repair to such facility, the State shall have no recourse or cause of action against the Grantee for or on account of such injury.

Furthermore, the State shall notify the Grantee in writing of any cessation of any management plan enacted, and such notice will relieve the State of growth and obstruction control; provided, upon such notice of cessation, the State shall remove or cause to be removed, all growth and obstruction exceeding ten (10) feet in height.

The State may grant to third parties, upon such terms as it chooses, any or all of the rights reserved by it herein; provided that use by such third party shall be subject to the terms and conditions of this easement and shall not unreasonably interfere with the rights granted hereunder.

Compliance with Laws and Regulations

The Grantee shall comply with all applicable laws to the extent that it can legally do so, including all Department of Natural Resource regulations, county and municipal laws, ordinances, or regulations in effect and authorized by law or laws of the State of Washington.

The Grantee shall cause its Permittee to comply with those requirements and conditions set forth hereinafter which are applicable to the Permittee's operation.
In addition to compliance with those Laws of the State of Washington pertaining to forest protection, the Grantee shall consult the State’s Area Manager at Forks, Washington, who shall determine any extra requirements pertaining to burning procedures, blasting, watchmen, extra patrol, pumpers, tankers, fire hose, fire tools, etc., which are deemed necessary for prevention and suppression of fire resulting from construction operations. Such requirements will be included in the Grantee’s invitation to bid and will be made part of the contract with the successful bidder.

Damage and Protection from Damage

Grantee, when using the rights granted herein, shall repair or cause to be repaired, at its sole cost and expense, all damage to improvements on State lands occasioned by it, which is in excess of that which it would cause through normal and prudent use of such rights.

During operations under this Agreement, including the construction of roads and facilities, the Grantee shall take such precautions as necessary to minimize, so far as possible, soil erosion and damage to the soil. Equipment will not be operated when ground conditions are such that excessive damage will result.

Grantee shall take all reasonable precautions to protect State-owned crops and trees.

Any damage to trees and/or reproduction deemed by the State to be excessive or unnecessary shall be paid for by the Grantee at triple the appraised value as determined by the State. The Grantee may have the right to remove such trees upon payment therefor if such removal is authorized in writing by the State.

The Grantee’s operations hereunder shall be conducted in such a way as to minimize damage to streamcourses, lakes and ponds. Streamcourses, lakes and ponds in the area of operation shall be cleared of logs, chunks and debris deposited therein as a result of operations hereunder. The use of machinery in the streamcourse, lake or pond is prohibited unless provision for such use is granted in writing by the Area Manager.

The Grantee shall exercise every necessary means to prevent contamination or pollution of the waters of any streamcourses, lakes or ponds as a result of any operation hereunder.

All essential care shall be taken by the Grantee to prevent fuel, oil, grease or other deleterious material from entering the waters of any streamcourses, lakes or ponds as a result of any operation on the right of way area. Refuse resulting from use, servicing, repair or abandonment of equipment shall be removed, buried or otherwise disposed. The Grantee shall avoid servicing of yards, loaders, tractors, trucks and similar pieces of equipment on State lands at or adjacent to lakes, streams or recreation facilities.

All legal subdivision survey corners and witness objects are to be preserved. If such are destroyed or disturbed, the Grantee shall re-establish same in accordance with the U. S. General Land Office standards at its own expense. Those corners that must be necessarily disturbed or destroyed in process of construction must be adequately referenced prior to removal of the corner and/or witness object. The Grantee shall record these references in the respective offices of the local county engineer and the Commissioner of Public Lands.

Installation Specifications

cables

The Grantee shall no place, protect, and/or bury said cables to allow the unobstructed movement of any equipment or materials across the surface of the right of way and shall install said cables at such depth as to not interfere with the normal and usual use of the land.

Trees that become an interference or a hazard to the rights herein granted and located outside of the limits of said right of way may be removed upon obtaining the written consent of the State and payment of the appraised value thereof.
Response to an Emergency

Nothing contained herein shall prevent the Grantee from responding to an emergency relating to the facilities on the right of way.

Notice of Noncompliance

The State shall notify the Grantee by United States mail, addressed to the address shown on the application for this easement on file in the office of the Commissioner of Public Lands in Olympia, Washington, of any instance of noncompliance with any of the terms and conditions hereof. Such notice will specifically identify the manner of noncompliance and forthwith. Upon receipt of such notice the Grantee shall immediately take or cause to be taken effective remedial action.

In the event the Grantee does not undertake, or cause to be undertaken, remedial action within fifteen (15) days following receipt of said notice, the State, acting by and through its Area Manager at Forks, Washington, may suspend the Grantee’s operations on State lands until such time as effective remedial action is taken.

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, as of the day and year first written.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

By: [Signature]
Mike L. Cole
Commissioner of Public Lands

PACIFIC NORTHWEST BELL TELEPHONE COMPANY

FORM APPROVED
Date: 11/6/76

By: [Signature]
Division Engineer-Outside Plant Title

App. No. 36275

416 Occidental Avenue South
Seattle, WA 98104

PR
NOTICE OF CONNECTION CHARGES

The Board of Water Commissioners of the Black Diamond Water District, Clallam County, Washington hereby give notice of additional tap or connection charges as more fully set out in Resolution No. 15, a copy of which is marked Exhibit A, attached hereto and incorporated herein by reference.

That said additional connection charges may affect property within the boundaries of U.L.I.D. No. 1, of the Black Diamond Water District, Clallam County, Washington, the boundaries of U.L.I.D. No. 1 of Black Diamond are set out in Exhibit B, attached hereto and incorporated herein by reference.

DATED this 11th day of July, 1977.

[Signature]
President and Commissioner

[Signature]
Secretary and Commissioner

STATE OF WASHINGTON
County of Clallam

On this 11th day of July, 1977, before me personally appeared Garrecht L. Gustafson and Helen Shore, to me known to be the president and secretary respectively of the Board of Commissioners of the Black Diamond Water District, Clallam County, Washington, a municipal corporation and that they executed the within and foregoing and acknowledged 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 they were authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

[Signature]
NOTARY PUBLIC in and for the State of Washington, residing at Port Angeles.
BLACK DIAMOND WATER DISTRICT
CLALLAM COUNTY, WASHINGTON

RESOLUTION NO. 15

A RESOLUTION of the Board of Water Commissioners of Black Diamond Water District, Clallam County, Washington, providing for connection fees, segregation of assessments, and payments in lieu of assessments, and providing for the collection of the same.

WHEREAS, the Board of Water Commissioners of Black Diamond Water District, Clallam County, Washington have constructed a domestic water supply system, pursuant to the general comprehensive plan as adopted by Resolution No. 3, passed May 24, 1976, and

WHEREAS, it is the intention of the Board of Water Commissioners of the district to treat all persons and property benefiting from said system equally, with equivalent charges for each single family residence connected to the system or parcel of land within the district upon which a single family residence could be constructed and

WHEREAS, the Board of Water Commissioners, by Resolution No. 12, adopted on April 4, 1977, confirmed the final assessments and assessment roll in Utility Local Improvement No. 1 of the Black Diamond Water District and which provided an assessment of $1,400 per parcel of land within the district and

WHEREAS, the laws of the State of Washington as contained in RCW 57.16.110 provide procedures for the segregation of the special assessment against a tract of land within the district, and

WHEREAS, in addition to the land assessment, the Board of Commissioners of said district desire to establish a connection fee for each single family residence within the district which is to be connected to said system, now therefore

BE IT RESOLVED BY THE BOARD OF WATER COMMISSIONERS
OF BLACK DIAMOND WATER DISTRICT, CLALLAM COUNTY, WASHINGTON,
as follows:

1

7/12/77
Section 1. A connection fee in the amount of $500 is hereby established for each parcel of land or single family residence connected to the domestic water distribution system, said connection fee to be paid to the district on or before any physical connection is made to the system. Any person or landowner who desires to connect to the system subsequent to the original installation of said system may be charged an additional fee for the actual cost of installing a water meter and pipes to the property line of said property owner. The connection fee shall entitle the property owner to one (1) service connection to provide domestic water service for a designated single family residence within the district.

Section 2. Any landowner of a tract of land or parcel within Utility Local Improvement District No. 1 of the Black Diamond Water District may apply to the Board of Commissioners of the Black Diamond Water District for segregation of the assessment against said parcel. In considering the application for segregation of assessment, the Board of Commissioners of the Black Diamond Water District, if they determine that a segregation should be made, shall apply the assessment or the unpaid portion thereof to the portion of the parcel on which there is constructed any single family residence, whether or not said single family residence is actually connected to the system and segregate no portion of the assessment to the remaining portion of that land. If no single family residence is presently constructed on said parcel, then said assessment shall be segregated and assigned to whichever portion of the parcel that the Board of Commissioners of the Black Diamond Water District deem most appropriate, provided, however, that in no event will the segregation of an assessment be made where the appraised value of the property remain subject to the assessment does not exceed the amount of the assessment, interest and estimated real property taxes for a five year period.
Section 3. Payment in Lieu of Assessment. Should any property owner make application for connection of a single family residence to the water system where either the parcel on which the single family residence is built already has one single family residence connected to the system, or for which there has been a segregation of the assessment, and for which there is no actual assessment against the parcel upon which the single family residence has been or is to be constructed, then, before that property owner can be connected to the water distribution system, he shall pay a "fee in lieu of assessment" of $1,400. Said payment may be by cash or by entering into a contract with the Black Diamond Water District to provide water to said single family residence, which contract terms shall include the name of the property owner, a legal description of the property, and provide for the payment of $1,400 over a period of not more than ten years, with annual payments of at least $140.00 on principle plus accrued interest on the unpaid balance at the rate of 6 per cent per annum. The contract shall provide for an initial payment equal to $140.00 plus $70.00 for each year or a portion of the year after April 7, 1977. The payment in lieu of assessment fee is in addition to any connection fees and monthly service fees as established by the district. Any property owner failing to make timely payment of any installment of the payment in lieu of assessment shall have the water connection terminated from the property and shall be required to bring all payments current and pay a reconnection fee in the amount of $10.00 before water service can be reconnected to said property.

Section 4. All payments required to be made herein shall be made to the Secretary of the Board of Water Commissioners of the Black Diamond Water District, Route 3, Box 500, Port Angeles, Washington. The Secretary of the Board of Water Commissioners of the Black Diamond Water District shall transmit, at least monthly, all money received for connection fees and
payments in lieu of assessment to the office of the Treasurer of Clallam County, Washington, together with an accurate accounting for all money received for said payments.

ADOPTED by the Board of Water Commissioners of the Black Diamond Water District, Clallam County, Washington at a regular open public meeting thereof, this 6 day of June 1977.

[Signatures]

President and Commissioner
Carl Ford

Commissioner
Wes Adams

Secretary and Commissioner
EXHIBIT B

Black Diamond Water District ULID No. 1, legal description:

Portions of Section 9, 16, 17, 19, 20, 21 and 30, Township 30 North, Range 5 West, W.M., being more particularly described as follows:

That portion of the South one-half of said Section 9, lying South of State Highway 101 and West of the Port Angeles City limits and East of Tumwater Creek, EXCEPT that portion of said Section 9, lying East of Pine Street as shown on Plat of Fogarty and Dolans Addition, also Lots 16 and 17, Block 21 of Fogarty and Dolans Addition, and EXCEPT that portion of the Southwest quarter, Southwest quarter, Southwest quarter of said Section 9 lying West of Foster Street as shown on the Plat of Lulay's Addition and EXCEPT any portion of the Northwest quarter, Southwest quarter, Southwest quarter of said Section 9, lying West of Miller Street said Lulay's Addition;

Said Section 16, except that portion lying within the Port Angeles city limits;

The Southeast quarter of said Section 17 lying East of Tumwater Creek;

The East one-half of the Southeast quarter of said Section 19 and the Southeast quarter of the Northeast quarter of said Section 19;

Said Section 20, EXCEPT the Northwest quarter of the Northwest quarter;

The North one-half of said Section 21;

The East one-half of the East one-half of said Section 30 and the Southwest quarter of the Southeast quarter of said Section 30 and the Southeast quarter of the Southwest quarter (Lot 4) of said Section 30;

And the Southeast quarter of the Southeast quarter of Section 25, Township 30 North, Range 7 West, W.M.; and

And EXCEPT any portion of these lands lying East of Valley Creek.
NOTICE OF CONNECTION CHARGES

The Board of Water Commissioners of the Black Diamond Water District, Clallam County, Washington, hereby give notice of additional tap or connection charges as more fully set out in Resolution No. 49, a copy of which is annexed Exhibit A, attached hereto and incorporated herein by reference.

That said additional connection charges may affect property within the boundaries of U.L.I.D. No. 1, of the Black Diamond Water District, Clallam County, Washington, the boundaries of U.L.I.D. No. 1 of Black Diamond are set out in Exhibit B, attached hereto and incorporated herein by reference; and may affect property within the boundaries of U.L.I.D. No. 2, of the Black Diamond Water District, Clallam County, Washington, the boundaries of U.L.I.D. No. 2, of Black Diamond are set out in Exhibit C, attached hereto and incorporated herein by reference.

DATED this 2 day of May, 1988.

President and Commissioner
George B. Foster
Secretary and Commissioner

STATE OF WASHINGTON

County of Clallam

On this 2 day of May, 1988, before me personally appeared Philip T. Walker and George B. Foster, to me known to be the president and secretary respectively of the Board of Commissioners of the Black Diamond Water District, Clallam County, Washington, a municipal corporation and that they executed the within and foregoing and acknowledged 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 they were authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC in and for the State of Washington, residing at Port Angeles.

[Signature]

8/12/79
BLACK DIAMOND WATER DISTRICT
CLALLAM COUNTY, WASHINGTON
RESOLUTION NO. 49

A RESOLUTION of the Board of Water Commissioners of the
Black Diamond Water District, Clallam County, Washington,
repealing Resolution No. 15, repealing Resolution No. 43,
providing for assessment fees, connection fees, segrega-
gation of assessments, payments in lieu of assessments,
and providing for the collection of the same.

WHEREAS, the Board of Water Commissioners of the Black Diamond
Water District, Clallam County, Washington, have constructed a
domestic water supply system, and have constructed additions and
appurtenances which improvements have increased the capacity of the
District to better serve all land within the territorial limits of the
Black Diamond Water District; and

WHEREAS, the connection fees and payments in lieu of assessments
as heretofore adopted by Resolution No. 15 and as amended by
Resolution No. 43 are now to be consolidated and clarified; NOW,
THEREFORE,

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE BLACK DIAMOND
WATER DISTRICT, CLALLAM COUNTY, WASHINGTON, as follows:

Section 1. Assessment Fee, ULID No. 1 Original Assessment.
Any land owner of an original tract of land or parcel within ULID
No. 1 which was subject to and has paid an assessment, but which
has not been connected to the system, shall pay an assessment fee
of $500, as established in Resolution No. 5 and a connection fee
equal to the actual cost incurred by the District of installing a
water meter and pipes to the property line of said property
owner, including any line extensions which may be required. Any
line extension must comply with the provisions of Resolution No.
20 of the District. The connection fee shall entitle the
property owner to one service connection to provide domestic
water service for a designated single family residence within the
District. Payment of deposit shall be made to the District prior
to the commencement of the work.

EXHIBIT "A"
Section 2. Segregation of Assessment. Any landowner of a tract of land or parcel within Utility Local Improvement District No. 1 of the Black Diamond Water District may apply to the Board of Commissioners of the Black Diamond Water District for segregation of the assessment against said parcel. In considering the application for segregation of assessment, the Board of Commissioners of the Black Diamond Water District, if they determine that a segregation should be made, shall apply the assessment or the unpaid portion thereof to the portion of the parcel on which there is constructed any single-family residence, whether or not said single-family residence is actually connected to the system and segregate no portion of the assessment to the remaining portion of that land. If no single-family residence is presently constructed on said parcel, then said assessment shall be segregated and assigned to whichever portion of the parcel that the Board of Commissioners of the Black Diamond Water District deem most appropriate, provided, however, that in no event will the segregation of an assessment be made where the appraised value of the property which remains subject to the assessment does not exceed the amount of the assessment, interest and estimated real property taxes for a five year period.

The persons applying for a segregation of assessment shall pay all costs and expenses incurred by the District in processing the application for segregation of assessment, including but not limited to surveying and engineering fees, attorney’s fees and appraisal fees, when necessary.

Section 7. Payment in Lieu of Assessment. Should any property owner within ULID No. 1 make application for connection of a single-family residence to the water system where either the parcel on which the single-family residence is built already has one single-family residence connected to the system, or for which
there has been a segregation of the assessment, and for which there is no actual assessment against the parcel upon which the single family residence has been or is to be constructed, then, before that property owner can be connected to the water distribution system, he shall agree to pay a "fee in lieu of assessment" of $3,400. Said payment may be by cash or by entering into a contract with the Black Diamond Water District to provide water to said single family residence, which contract terms shall include the name of the property owner, a legal description of the property, and provide for the payment of $3,400 over a period of not more than ten years, with annual payments of at least $340.00 on principle plus accrued interest on the unpaid balance at the rate of 6.375% per annum. The annual payments shall be due on or before the first day of May of each year until the balance has been paid in full. Any payments not made within 30 days of the due date shall have added thereto a late payment penalty of 10% of the payment due, in addition to any other action that may be taken by the District. The payment in lieu of assessment fee is in addition to any connection fees and monthly service fees as established by the District. Any property owner failing to make timely payment of any installment on the payment in lieu of assessment shall have the water connection terminated from the property and shall be required to bring all payments current, pay all late payment penalties, and pay reconnection fee as established by the District before water service can be reconnected to said property.

Section 4. Connection Fee for "Fee in Lieu of Assessment" Parcels. Any land owner of a tract of land or parcel which is subject to a fee in lieu of assessment shall pay a connection fee equal to the actual cost incurred by the District of installing a water meter and pipes to the property line of said property.
owner, including any line extensions which may be required. Any line extension must comply with the provisions of Resolution No. 20 of the District. The connection fee shall entitle the property owner to one service connection to provide domestic water service for a designated single family residence within the District. Payment or deposit shall be made to the District prior to the commencement of work.

Section 5. Connection Fee for ULID No. 2 Parcels. Any land owner of a tract of land or parcel within Utility Local Improvement District No. 2 for which a water meter was not installed at the time of construction of ULID No. 2, shall pay a connection fee of the actual cost incurred by the District of installing a water meter and pipes to the property line of said property owner, including any line extensions which may be required. Any line extensions must comply with the provisions of Resolution No. 20 of the District. The connection fee shall entitle the property owner to one service connection to provide domestic water service for a designated single family residence within the District. Payment or deposit shall be made to the District prior to the commencement of work.

Section 6. Payments. All payments required to be made herein shall be made to the Secretary of the Board of Water Commissioners of the Black Diamond Water District, P.O. Box 1221, Port Angeles, Washington. The Secretary of the Board of Water Commissioners of the Black Diamond Water District shall transmit, at least monthly, all money received for connection fees and payments in lieu of assessment to the office of the Treasurer of Clallam County, Washington, together with an accurate accounting for all money received for said payments.

ADOPTED by the Board of Water Commissioners of the Black Diamond Water District, Clallam County, Washington, at a regular
open public meeting thereof, this 2nd day of May, 1988.

[Signatures]

President and Commissioner

[Signatures]

Secretary and Commissioner

[Signatures]
EXHIBIT B

Black Diamond Water District ULID No. 1, legal description:

Portions of Section 9, 16, 17, 19, 20, 21 and 30, Township 30 North, Range 6 West, W.M., being more particularly described as follows:

That portion of the South one-half of said Section 9, lying South of State Highway 101 and West of the Fort Angeles City limits and East of Tumwater Creek, EXCEPT that portion of said Section 9, lying East of Pine Street as shown on Plat of Fogarty and Dolans Addition, also Lots 16 and 17, Block 21 of Fogarty and Dolans Addition, and EXCEPT that portion of the Southwest quarter, Southwest quarter of said Section 9 lying West of Foster Street as shown on the Plat of Lulay's Addition and EXCEPT any portion of the Northeast quarter, Southwest quarter, Southwest quarter of said Section 9, lying West of Miller Street said Lulay's Addition;

Said Section 16, except that portion lying within the Fort Angeles city limits;

The Southeast quarter of said Section 17 lying East of Tumwater Creek;

The East one-half of the Southeast quarter of said Section 19 and the Southeast quarter of the Northeast quarter of said Section 19;

Said Section 20, EXCEPT the Northwest quarter of the Northwest quarter;

The North one-half of said Section 21;

The East one-half of the East one-half of said Section 30 and the Southwest quarter of the Southeast quarter of said Section 30 and the Southeast quarter of the Southwest quarter (Loc 4) of said Section 30;

And the Southeast quarter of the Southeast quarter of Section 25, Township 30 North, Range 7 West, W.M.;

And EXCEPT any portion of these lands lying East of Valley Creek.
Descriptions for ULID 42 - Black Diamond Water District

Lot 1 of the "Lee" Short Plat recorded in Volume 7, page 21 of short plats, records of Clallam County (and under Auditors File No. 497564) situated in Section 9, Township 30 North, Range 6 West, W.M., Clallam County, Washington.

The Southeast quarter of the Northwest quarter of Section 16, Township 30 North, Range 5 West, W.M., Clallam County, Washington, except Tax No. 7705, and except the rights of way for County Road 19313 (Black Diamond Road) and County Road 13280 (East O'Brian Road).
Those portions of Sections 16, 17, 20 and 21, Township
30 North, Range 6 West, W.M., Clallam County, Washington,
more particularly described as follows:
That portion of the Northwest quarter of the Southwest
quarter of said Section 16, lying Southerly of County Road
#313 (Black Diamond Road).
AND the South one-half of the South one-half of the Northeast
quarter of the Southwest quarter of said Section 16; Except
right of way for County Road #3277 (Forst Road) and Except
that portion of the Southeast quarter of the Southeast
quarter of the Northeast quarter of the Southwest quarter
lying East of road,
AND the Southwest quarter of the Southwest quarter of said
Section 16,
AND that portion of the East one-half of the Northeast quarter
of the Southeast quarter of said Section 17 lying Southeasterly
of said County Road #313,
AND that portion of the West one-half of the Northeast
quarter of the Southeast quarter of the Southeast quarter of said
Section 17, lying Southeasterly of said County Road #313
AND that portion of the Southeast quarter of the Southeast
quarter of the Southeast quarter of said Section 17, lying
southeasterly of said County Road #313,
AND the East one-half of the Northwest quarter of the North-
west quarter of said Section 20, lying Northwesterly of said
County Road #313; Except the "Clark" short plat as recorded
in Volume 3, page 26 of short plats, records of Clallam
County, and Except Tax #8711, and Except Tax No. 1733 and
Except Tax #4054,
AND that portion of the Northwest quarter of the Northwest
quarter of said Section 20, lying Southeasterly of said
County Road #313,
AND that portion of the South one-half of the Northeast quarter
of said Section 20 lying Southeasterly of said County Road #313,
AND the West one-half ... the Northwest quarter of said Section 21, Except the South one-half of the Northwest quarter of the Northwest quarter of the Northwest quarter of said Section 21.

AND that portion of the Northeast quarter of the Northeast quarter of Section 20, Township 30 North, Range 6 West, W.M., described as follows: Commencing at the Northeast corner of said Section 20; thence South along Section line between Section 20 and 21, a distance of 991.8 feet to the True Point of Beginning; thence continuing South along said Section line, 310.8 feet; thence West 614.6 feet; thence North 331 feet; thence East 613.9 feet to Point of Beginning. Situated in Clallam County, Washington.

That portion of Section 20, Township 30 North, Range 6 West, more particularly described as follows:

The West one-half of the Southwest-quarter of the Northwest quarter of the Northwest quarter of said Section 20.

AND that portion of the South one-half of the Southwest quarter of the Northwest quarter of said Section 20 lying Southerly of County Road 13256 (Daskins Road) and Westerly of County Road 13313 (Black Diamond Road) except that portion lying within the West one-half of the Southwest quarter of the Southeast quarter of the Northwest quarter of said Section.
EASTMENT

THIS AGREEMENT, made and entered into this 23rd day of February 1973, by and between KENNETH C. GILBERTSON and BARBARA B. GILBERTSON, husband and wife, herein called "Gilbertson," and STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called "State," WITNESSETH:

I.

A. Gilbertson for and in consideration of the grant hereinafter made by State, hereby grants and conveys to State, its successors and assigns, a permanent easement upon, over, and along rights of way thirty (30) feet in width, over and across the North 30 feet of the NW/4 SE/4, Section 11, Township 30 North, Range 6 West, W.M., in Clallam County, Washington, being located approximately as shown in red on the attached "Exhibit A."

Subject to said lands to all matters of public record.

B. State, for and in consideration of the grant hereinafter made, hereby grants and conveys to Gilbertson, their successors and assigns, a permanent easement upon, over, and along rights of way sixty (60) feet in width over and across the SW/4 SE/4, and thirty (30) feet in width over and across the South 30 feet of the SW/4 SE/4, and the South 30 feet of the East 245.37 feet of the NW/4 SE/4, of Section 16, Township 30 North, Range 6 West, W.M., in Clallam County, Washington, located approximately as shown in green for existing roads and yellow for new construction on the attached "Exhibit A."

Subject to said lands to all matters of public record.

II.

The parties hereto hereby agree that the rights heretofore granted by one party hereto to the other shall be subject to the following terms and conditions:

1. The easements are conveyed for the purpose of construction, reconstruction, use and maintenance of a road or roads for the purpose of providing access to and from lands now or hereafter owned or managed by the parties hereto, and for public access to such lands for recreational purposes under such rules, regulations, and limitations as may be established by the parties, provided, however, that such public use shall not interfere with commercial use of the parties.

It is mutually agreed by the parties hereto that Gilbertson will construct the road shown in yellow on said Exhibit A in accordance with the current road construction specifications, for the Department of Natural Resources Management Standard road.

Provided, however, thirty (30) days prior to any reconstruction, and/or betterment of said roads by either party on lands of the other party, the initiating party will submit to the land owning party a written request for joint review of the proposed project, upon completion of which the initiating party will submit a complete and detailed plan of operations. Each party's operations, specified herein shall be conducted in accordance with the provisions of the approved plan of operations. Said parties shall provide the other party the right of examination of the right of way before any construction, reconstruction, or development is commenced.

7. Each party hereto reserves for itself, its successors and assigns, the right at all times for any purpose, to cross and recross at any place on grade or otherwise on its own lands, and to use said rights of way in a manner that will not unreasonably interfere with the rights granted herein.

The public use, than Gilbertson will also assume the proportionate share of the development costs.
3. Each party hereto may grant to third parties, upon such terms as it deems, on its own lands, any or all of the rights reserved or permitted by it herein; provided, that use by such party shall be subject to the terms and conditions of this agreement and shall not unreasonably interfere with the rights granted to the other party herein.

4. Each party hereto may permit its respective agents, employees, contractors, lessees, purchasers of timber or other valuable materials, and their agents, lessees, successors, or assignees, to exercise the rights granted to it herein, provided, that when a party hereto or one of its permittees plans to use any portion of said roads for the purpose of hauling timber or other valuable materials, such party shall notify the other thereof at least fifteen (15) days prior to the commencement of use of said rights, or the portion of said roads to be used, the approximate dates when such use will begin and end, and of the approximate volumes of forest products or other valuable materials to be hauled and forthwith upon the completion of such use notify the other party thereof.

5. The cost of road maintenance and resurfacing shall be allocated on the basis of respective uses of said roads. When any party uses a road, such party shall perform or cause to be performed, or contribute or cause to be contributed, the share of maintenance and resurfacing of such road as hereinafter provided. During periods when a road is being used solely by one party, such party shall maintain that portion of said road so used so as to maintain it in good condition. On roads upon which the public use is permitted, the State will assume maintenance and resurfacing responsibility for such permitted traffic. Provided, in the event that the State modifies its land use program so as to establish facilities such as campgrounds, picnic grounds or other like facilities which invite or encourage public use, then the State will assume the responsibility for such use. During periods when more than one party is using the same road, or any portion thereof, the parties hereto shall meet and establish necessary maintenance provisions. Such provisions shall include but shall not be limited to:

(a) The appointment of a maintainer, which may be one of the parties hereto or any third party, who perform or cause to be performed at a reasonable and agreed upon rate the maintenance and resurfacing of the road or the portion thereof being used; and

(b) A method of payment by which each party using said road or a portion thereof, shall pay its pro rata share of the cost incurred by said maintainer in maintaining or resurfacing said road or portion thereof.

For purposes of this agreement, maintenance is defined as the work normally necessary to preserve and keep the roadway, road structure and road facilities in a reasonable state of repair.

6. Each party using any portion of a road shall repair, or cause to be repaired, at its sole cost and expense, any damage to said road occasioned by it which is in excess of that which it would cause through normal and prudent usage of said road. Should inadvertent damage to a road occur which is not caused by an authorized user of said road, the parties hereto shall meet and agree upon the cost of replacement, the party to undertake the replacement, and the share of replacement cost to be borne by each user of said road. Public use leading to inadvertent damage to be repaired at sole cost and expenses of State. Provided, in the event that the State modifies its land use program so as to establish facilities, such as campgrounds, picnic grounds or other like facilities which invite or encourage public use, then the State will also assume its proportionate share of the inadvertent damage.
7. Unless the parties hereto agree in writing to share the costs of improvements in advance of such improvements being made, such improvements shall be solely for the account of the improver.

8. Each party hereto reserves to itself all timber now on or hereafter growing within the rights of way on its said lands.

9. Each party hereto shall require each of its Permittees, before using any of said roads on the lands of the other party hereto for commercial purposes, to:
   (a) Obtain and during the term of such use, maintain a policy of liability insurance in a form generally acceptable in the trade and customary in the area of said rights of way, insuring said Permittee against liability arising out of its operations, including use of vehicles. Minimum amounts of insurance shall be:
      (1) For log haulers, and other miscellaneous users operating heavy trucks (over one (1) ton), Two Hundred Fifty Thousand Dollars ($250,000.00) for injury to one person, Five Hundred Thousand Dollars ($500,000.00) for any one occurrence, and Two Hundred Fifty Thousand Dollars ($250,000.00) property damage for any one occurrence;
      (2) For farm cutters, bough cutters, shake cutters, or other miscellaneous users operating pickup trucks, light trucks (under one (1) ton) or passenger cars for the purpose of transporting miscellaneous forest products, One Hundred Thousand Dollars ($100,000.00) for injury to one person, Three Hundred Thousand Dollars ($300,000.00) for any one occurrence, and One Hundred Thousand Dollars ($100,000.00) property damage for any one occurrence;
   (b) Deliver to each party hereto a certificate from the insurer of said Permittee certifying that coverage is not less than the above named amounts is in force and that, in the event of cancellation or modification of such coverage, the insurer will give each party hereto ten (10) days written notice prior to any cancellation or modification.

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in triplicate, to become effective as of the day and year first above written.

[Signatures]

Affix Seal of Commissioner of Public Lands

[Seal]

[Stamp]
STATE OF

County of

On this day personally appeared before me Kenneth G. Gilbertson and

Hervet A. Gilbertson, to me known to be the individuals described in and
who executed the within and foregoing instrument and acknowledged the same as
their free and voluntary act and conveyance for the uses and purposes
therein mentioned.

Given under my hand and official seal this 23rd day of February

1979.

[Signature]

Notary Public in and for the State of Washington, residing at [Address].

COUNTY OF THURSTON

On this day of 19___, before me personally appeared

[Name], to me known to be the Commissioner of Public Lands, and [Title or Position]

of the Department of Natural Resources of the State of Washington, and

as administrator of the Department of Natural Resources of the State of Washington, the

Department that executed the within and foregoing instrument on behalf of the State

of Washington, and acknowledged said instrument to be the free and voluntary act and

deed of the State of Washington for the uses and purposes therein mentioned, and on

oath stated that he was authorized to execute said instrument and that the seal affixed

is the official seal of the Commissioner of Public Lands for the State of Washington.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year

set forth above.

[Signature]

Notary Public in and for the State of Washington, residing at Olympia.
STATE OF WASHINGTON

COUNTY OF THURSTON

On this 13th day of March, 1929, before me personally appeared
BRUCE M. REEVES, to me known to have signature authorization delegated to him to
sign for BERT L. COLE, the Commissioner of Public Lands, and ex officio administrator
of the Department of Natural Resources of the State of Washington, the Department
that executed the within and foregoing instrument on behalf of the State of Washington,
and acknowledged said instrument to be the true and voluntary act and deed of the
State of Washington for the uses and purposes therein mentioned, and on oath stated
that he was authorized to execute said instrument and that the seal affixed is the
official seal of the Commissioner of Public Lands for the State of Washington.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this day and year set
forth above.

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

[Notary Seal]

3/13/29
THIS AGREEMENT, made and entered into this 14th day of November, 19__, by and between LEIF C. CHRISTENSEN, a single man, herein called "Christensen," and STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called "State," WITNESSETH:

A. Christensen, for and in consideration of the grant hereinafter made by State, hereby grants and conveys to State, its successors and assigns, a permanent easement upon, over, and along rights of way thirty (30) feet in width, over and across the North 30 feet of the East 305.37 feet of the SW 1/4 SE 1/4, Section 21, Township 30 North, Range 6 West, W.M., in Clallam County, Washington, located approximately as shown in red on the attached "Exhibit A."

Subject as to said lands to all matters of public record.

B. State, for and in consideration of the grant hereinafter made, hereby grants and conveys to Christensen, its successors and assigns, a permanent easement upon, over, and along rights of way sixty (60) feet in width over and across portions of the SW 1/4 SE 1/4 and thirty (30) feet in width over and across the South 30 feet of East 245.37 feet of the SW 1/4 SE 1/4, Section 15, Township 30 North, Range 6 West, W.M., in Clallam County, Washington, located approximately as shown in green on the attached "Exhibit A."

Subject as to said lands to all matters of public record.

II

The parties hereto hereby agree that the rights hereinafter granted by one party hereto to the other shall be subject to the following terms and conditions:

1. The easements are conveyed for the purpose of construction, reconstruction, use and maintenance of a road or roads for the purpose of providing access to and from lands now or hereafter owned or managed by the parties hereto, and for public access to such lands for recreational purposes under such rules, regulations, and limitations as may be established by the parties; provided, however, that such public use shall not interfere with commercial use of the parties.

Provided, however, thirty (30) days prior to any reconstruction, and/or betterment of said roads by other party on lands of the other party, the initiating party will submit to the landowner party a written request for joint review of the proposed project, upon completion of which the initiating party will submit a complete and detailed plan of operations. Each party's operations, specified herein shall be conducted in accordance with the provisions of the approved plan of operations. Said parties shall provide the other party the right of examination of the right of way before any construction, reconstruction, or development is commenced.

2. Each party hereto reserves for itself, its successors and assigns, the right at all times for any purpose, to cross and recross at any place on grade or otherwise on its own lands, and to use said rights of way in a manner that will not unreasonably interfere with the rights granted herein.

3. Each party hereto may grant to third parties, upon such terms as it chooses, any or all of the rights reserved by it hereunder; provided, that use by such party shall be subject to the terms and conditions of this agreement and shall not unreasonably interfere with the rights granted to the other party herein.

4. Each party hereto may permit its respective agents, contractors, licensees, lessees, purchasers of timber or other valuable materials, and their agents, hereafter individually referred to as "Permittees" and collectively referred to as "Permittees," to exercise the rights granted to it hereunder; provided, that when a party hereto or one of its Permittees plans to use any portion of said roads for the purpose of hauling timber or other valuable materials, such party shall notify the other thereof at least fifteen (15) days prior to the commencement of use of said roads, advising of the portion of road to be used, the approximate dates when such use will begin and end, and of the approximate volumes of forest products or valuable materials to be hauled and forthwith upon the completion of such use notify the other party thereof.
5. The cost of road maintenance and resurfacing shall be allocated on the basis of respective uses of said road. When any party uses a road, such party shall perform or cause to be performed, or contribute or cause to be contributed, that share of maintenance and resurfacing occasioned by such use as hereinafter provided. During periods when a road is being used solely by one party, such party shall maintain that portion of said road so used to the standards existing at the time use is commenced. On roads upon which the public use is permitted, State will assume maintenance and resurfacing responsibility for such permitted traffic. Provided, in the event Christenson modifies its land use program so as to establish facilities such as campsites, picnic grounds or other like facilities which invite or encourage public use, then Christenson will also assume its proportionate share of the maintenance and resurfacing responsibility for such use. During periods when more than one party is using the same road, or any portion thereof, the parties hereto shall meet and establish necessary maintenance provisions. Such provisions shall include but shall not be limited to:

(a) The appointment of a maintainer, which may be one of the parties hereto or any third party, who perform or cause to be performed at a reasonable and agreed upon rate the maintenance and resurfacing of the road or any portion thereof being used; and

(b) A method of payment by which each party using said road or a portion thereof, shall pay its pro rata share of the cost incurred by said maintainer in maintaining or resurfacing said road or portion thereof.

For purposes of this agreement, maintenance is defined as the work normally necessary to preserve and keep the roadway, road structure and road facilities as nearly as possible in their present condition or as hereafter improved.

6. Each party using any portion of a road shall repair, or cause to be repaired, at its sole cost and expense, any damage to said road occasioned by it which is in excess of that which would cause through normal and prudent usage of said road. Should inordinate damage to a road occur which is not caused by an authorized user of said road, the parties hereto shall agree upon the cost of replacement, the party to undertake the replacement, and the shares of replacement cost to be borne by each user of said road. Public use leading to inordinate damage to be repaired at sole cost and expense of State. Provided, in the event Christenson modifies its land use program so as to establish facilities such as campsites, picnic grounds or other like facilities which invite or encourage public use, then Christenson will also assume its proportionate share of the inordinate damage.

7. Unless the parties hereto agree in writing to share the costs of improvements in advance of such improvements being made, such improvements shall be solely for the account of the improver.

8. Each party hereto reserves to itself all timber now on or hereafter growing within the rights of way on its said lands.

9. Each party hereto shall require each of its Permittees, before using any of said roads on the lands of the other party hereto for commercial purposes, to:

(a) Obtain and during the term of such use, maintain a policy of liability insurance in a form generally acceptable in the trade and customary in the area of said rights of way, insuring said Permittee against liability arising out of its operations, including use of vehicles. Minimum amount of insurance shall be:

(1) For log haulers, and other miscellaneous users operating heavy trucks (over one (1) ton), Two Hundred Fifty Thousand Dollars ($250,000.00) for injury to one person, Five Hundred Thousand Dollars ($500,000.00) for any one occurrence, and Two Hundred Fifty Thousand Dollars ($250,000.00) property damage for any one occurrence;

(2) For farm cutters, brush cutters, shake cutters, or other miscellaneous users operating pickup trucks, light trucks (under one (1) ton) or passenger cars for the purpose of transporting miscellaneous forest products, One Hundred Thousand Dollars ($100,000.00) for injury to one person, Three Hundred Thousand Dollars ($300,000.00) for any one occurrence, and One Hundred Thousand Dollars ($100,000.00) property damage for any one occurrence; or
(3) Such other limits as the parties hereto may agree upon in writing from time to time.
(b) Deliver to each party hereto a certificate from the insurer of said Permittee certifying that coverage in not less than the above named amount is in force and that in the event of cancellation or modification of such coverage, the insurer will give each party hereto ten (10) days written notice prior to any cancellation or modification.

IN WITNESS WHEREOF, the parties hereto have executed this Instrument, in duplicate, to become effective as of the day and year first above written.

[Signature]

[Seal]

Affix Seal of Commissioner of Public Lands

STATE OF WASHINGTON

DEPARTMENT OF NATURAL RESOURCES

[Seal]

STATE OF WASHINGTON

COUNTY OF THURSTON

On this day personally appeared before me Leif G. Christenson

[Seal]

Given under my hand and official seal this 19 day of September, 1971.

[Signature]

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

[Seal]

[Signature]

Notary Public in and for the State of Washington, residing at Olympia.
STATE OF WASHINGTON

COUNTY OF THURSTON

On this 5th day of December, 1979, before me personally
appeared BEVERLY R. KIUCHI, to me known to have signature authorization delegated to
her to sign for BERT L. COLE, the Commissioner of Public Lands, and an official
administrator of the Department of Natural Resources of the State of Washington, the
Department that executed the within and foregoing instrument on behalf of the State
of Washington, and acknowledged said instrument to be the free and voluntary act and
deed of the State of Washington for the uses and purposes therein mentioned, and on
oath stated that she was authorized to execute said instrument and that the seal affixed
in the official seal of the Commissioner of Public Lands for the State of Washington.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year set
forth above.

[Signature]

Lucy L. Johnson

Notary Public in and for the State of
Washington, residing at Olympia.
RIGHT OF WAY PLAT

SECTION 16, TOWNSHIP 30 NORTH, RANGE 6 WEST, W.M.
CLALLAM COUNTY, WASHINGTON

SCALE: 1" = 400'

CERTIFICATE

EXHIBIT 'A'

VOL 565 FILE 34

11-29-79
THIS AGREEMENT, made and entered into this 27 day of Jan., 1960, by and between RONALD D. KAUFMANN and ROSE MARIE KAUFMANN, husband and wife, herein called "Kauffman," and STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called "State," WITNESSETH:

I.

A. Kauffman for and in consideration of the grant hereinafter made by State, hereby grants and conveys to State, its successors and assigns, a permanent easement upon, over, and along rights of way thirty (30) feet in width, being the South thirty (30) feet of the SW1/4 NW1/4 SE1/4, Section 15, Township 30 North, Range 6 West, M.N., in Clallam County, Washington, located approximately as shown in red on the attached "Exhibit A."

Subject to said lands to all matters of public record.

B. State, for and in consideration of the grant hereinafter made, hereby grants and conveys to Kauffman, its successors and assigns, a permanent easement upon, over, and along rights of way thirty (30) feet in width being the North thirty (30) feet of the NW1/4 SW1/4 SW1/4, Section 16, Township 30 North, Range 6 West, M.N., in Clallam County, Washington, located approximately as shown in green on the attached "Exhibit A."

Subject to said lands to all matters of public record.

II.

The parties hereto hereby agree that the rights hereinafter granted by one party hereto to the other shall be subject to the following terms and conditions:

1. The easements are conveyed for the purpose of construction, reconstruction, use and maintenance of a road or roads for the purpose of providing access to and from lands now owned by the parties hereto.

2. Each party hereto reserves for itself, its successors and assigns, the right at all times for any purpose, to cross and recross at any place on grade or otherwise on its own lands, and to use said rights of way in a manner that will not unreasonably interfere with the rights granted herein.

3. Each party hereto may permit its respective agents, contractors, licensees, lessees, purchasers of timber or other valuable materials, and their agents, hereinafter individually referred to as "Permittee" and collectively referred to as "Permittees," to exercise the rights granted to it herein.

4. The cost of road maintenance and resurfacing shall be allocated on the basis of respective uses of said roads. When any party uses a road, that party shall perform or cause to be performed, or contribute or cause to be contributed, that share of maintenance and resurfacing occasioned by such use.

5. Each party hereto reserves to itself all timber now on or hereafter growing within the rights of way on its said lands.

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, to become effective as of the day and year first above written.

RONALD D. KAUFMANN
ROSE MARIE KAUFMANN

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Bert L. Cole
Commissioner of Public Lands

Affix Seal of Commissioner of Public Lands

Exhibit No. 1327
App. No. 42176
STATE OF WASHINGTON
County of King

On this day personally appeared before me, Robert D. and Lisa Marie, to be known as the individuals described in and who executed the within and foregoing instrument and acknowledged the same as their free and voluntary act and conveyance for the uses and purposes therein mentioned.

Given under my hand and official seal this 30th day of January 1987.

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

STATE OF WASHINGTON
County of Thurston

On this 19th day of before me personally appeared BERT L. COLE, to be known as the Commissioner of Public Lands, and ex officio administrator of the Department of Natural Resources of the State of Washington, the Department that executed the within and foregoing instrument on behalf of the State of Washington, and acknowledged said instrument to be the free and voluntary act and deed of the State of Washington for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the official seal of the Commissioner of Public Lands for the State of Washington.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year set forth above.

Notary Public in and for the State of Washington, residing at Olympia.
STATE OF WASHINGTON

COUNTY OF THURSTON

On this 8th day of February, 1980, before me personally appeared BEVERLY R. KNUTT, to be known as having signature authorization delegated to her to sign for BERT L. COLE, the Commissioner of Public Lands, and ex officio administrator of the Department of Natural Resources of the State of Washington, the Department that executed the within and foregoing instrument on behalf of the State of Washington, and acknowledged said instrument to be the free and voluntary act and deed of the State of Washington for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument and that the seal affixed is the official seal of the Commissioner of Public Lands for the State of Washington.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year set forth above.

[Signature]

Notary Public in and for the State of Washington, residing at Olympia.
659780

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 failing.

The land referred to is in Section 2  
Township 30

Range 6 W WMM, Clallam County, Washington, and the easement
is more specifically described as follows:

For overhead electric transmission lines which cross the private road owned by
Kenneth Gilbertson at a point approximately 200' south of the above described
property's northern boundary.

200' SE of end of County Road #32770, Forks Road /KCG

Grantee shall at all times have the right to full and free ingress to and egress from said property for all pur-
poses 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 October 29, 1981

Kenneth E. Gilbertson

STATE OF WASHINGTON

COUNTY OF Clallam

This is to certify that on this 29 day of October 1981 personally appeared
before me to me known to be the individual described in and who executed the foregoing instrument, and acknowledged
that signed the same as free and voluntary act and deed, for the uses and purposes
therein mentioned.

Given under my hand and official seal this 29 day of October 1981

William A. Lowe
Notary Public in and for the State of Washington
residing at Forks, Washington
My commission expires on January 15, 1995

938 # 545
October 14, 1991

I, Kenneth Gilbertson, grant permission to Ron Carr and his family for use of my private road as access to his shop. He agrees to assist with maintenance and repair of the road.

Kenneth Gilbertson
EASEMENT

THIS AGREEMENT, made and entered into this 15th day of July, 1940, by and between MELVIN S. HILT, herein called the “Grantee,” and STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called “State,” WITNESSETH:

I

The State, for and in consideration of $100.00 and a $5.00 statutory fee hereby grants and conveys to the Grantee, its successors and assigns, a permanent, indivisible easement upon, over and across a location as shown on Plat No. 43204 filed in the office of the Commissioner of Public Lands at Olympia, Washington, a reduction of which is attached as Exhibit A, indicating said right of way in red, and by this reference made a part hereof, all in Clallam County, Washington.

Subject as to said lands to all matters of public record.

II

The parties hereto hereby agree that the rights hereinabove granted shall be subject to the following terms and conditions:

1. This easement is conveyed for the construction, reconstruction, use and maintenance of a road or roads for the purpose of providing access to and from lands now owned or hereafter acquired by the Grantee hereto.

Provided, however, thirty (30) days prior to any construction, reconstruction, or development, the Grantee shall submit to the Area Manager at Forks, Washington, for written approval a complete and detailed plan of operation for the development of the right of way. The Grantee’s operations specified hereinabove shall be conducted in accordance with the provisions of the State approved Plan of Operation in force at the time of the commencement of said operations and the Grantee shall provide for the examination of the right of way, with the State’s Area Manager, before construction, reconstruction, or development is commenced.

2. The State reserves for itself, its successors and assigns, the right at all times for any purpose, to cross and recross at any place on grade or otherwise, and to use said rights of way in a manner that will not unreasonably interfere with the rights granted to the Grantee herein.

3. The State may grant to third parties, upon such terms as it chooses, any or all of the rights reserved by it herein; provided, that use by such party shall be subject to the terms and conditions of this agreement and shall not unreasonably interfere with the rights granted to the Grantee herein.

4. The cost of road maintenance and resurfacing shall be allocated on the basis of respective uses of said roads. When any party uses a road, that party shall perform or cause to be performed, or contribute or cause to be contributed, that share of maintenance and resurfacing occasioned by such use as hereinafter provided. During periods when a road is being used solely by one party, such party shall maintain that portion of said road so used to the standards existing at the time use is commenced. During periods when more than one party is using the same road, or any portion thereof, the parties hereto shall meet and establish necessary maintenance provisions. Such provisions shall include, but shall not be limited to:

(a) the appointment of a maintainer, which may be one of the parties hereto or any third party, who will perform or cause to be performed at a reasonable and agreed upon rate the maintenance and resurfacing of the road or the portion thereof being used; and

(b) a method of payment by which each party using said road or a portion thereof, shall pay its pro rata share of the cost incurred by said maintainer in maintaining or resurfacing said road or portion thereof.

For purposes of this agreement, maintenance is defined as the work normally necessary to preserve and keep the roadway, road structure and road facilities as nearly as possible in their present condition or as hereafter improved.
5. Each party using any portion of a road shall repair, or cause to be repaired, at its sole cost and expense, that damage to said road occasioned by it which is in excess of that which it would cause through normal and prudent usage of said road. Should inordinate damage to a road occur which is not caused by an authorized user of said road, the parties hereto shall meet to agree upon the cost of replacement, the party to undertake the replacement, and the shares of replacement cost to be borne by each user of said road.

6. Unless the parties hereto agree in writing to share the cost of improvements in advance of such improvements being made, such improvements shall be solely for the account of the improver.

7. The State reserves to itself all timber now on or hereafter growing within the rights of way on its said lands and the right to remove said timber via the right of way herein granted.

8. The Grantee may permit its respective agents, contractors, licensees, lessees, purchasers of timber or other valuable materials, and their agents, hereinafter, individually referred to as "Permittee" and collectively referred to as "Permittees," to exercise the rights granted to it herein provided, that when the Grantee or one of its Permittees plans to use any portion of said roads for the purpose of hauling timber or other valuable materials, such party shall notify the State at least fifteen (15) days prior to the commencement of use of said rights, advising of the portion of road to be used, the approximate dates when such use will begin and end, and of the approximate volumes of forest products or valuable materials to be hauled and forthwith upon the completion of such use notify the State thereof.

The Grantee shall be required and shall also require each of its Permittees, before using any of said roads to:

(a) obtain and during the term of such use, maintain a policy of liability insurance in a form generally acceptable in the trade and customary in the area of said rights of way, insuring said Grantee and/or Permittee against liability arising out of its operations, including use of vehicles. Minimum amounts of insurance shall be:

(1) For log haulers, and other miscellaneous users operating heavy trucks (over one (1) ton), Two Hundred Fifty Thousand Dollars ($250,000.00) for injury to one person, Five Hundred Thousand Dollars ($500,000.00) for any one occurrence, and Two Hundred Fifty Thousand Dollars ($250,000.00) property damage for any one occurrence;

(2) For feller cutters, buck cutters, shake cutters, or other miscellaneous users operating pickup trucks, light trucks (under one (1) ton) or passenger cars for the purpose of transporting miscellaneous forest products, One Hundred Thousand Dollars ($100,000.00) for injury to one person, Three Hundred Thousand Dollars ($300,000.00) for any one occurrence, and One Hundred Thousand Dollars ($100,000.00) property damage for any one occurrence; or

(3) Such other limits as the parties hereto may agree upon in writing from time to time.

(b) deliver to the State a certificate from the insurer of said Grantee and/or Permittees certifying that coverage in not less than the above named amounts is in force and that, in the event of cancellation or modification of such coverage, the insurer will give the State ten (10) days' written notice prior to any cancellation or modification.

9. This easement shall not be assigned without prior written consent of the State, except that this easement may be used by any employee, contractor, or representative of the Grantee hereinafore collectively referred to as Permittee, while engaged in the Grantee's operations.

10. All obligations under this easement which involve the expenditure of funds by the State shall be subject to the availability of such appropriated funds.

11. The State shall notify the Grantee by United States mail, addressed to the address shown on the application for this easement on file in the office of the Commissioner of Public Lands in Olympia, Washington, of any instance of noncompliance with any of the terms and conditions hereof. Such notice will specifically identify the manner of noncompliance herewith. Upon receipt of such notice the Grantee shall immediately take or cause to be taken effective remedial action.
In the event the Grantee does not undertake, or cause to be undertaken, remedial action within fifteen (15) days following receipt of said notice, the State, acting by and through its Area Manager at Forks, Washington, may suspend the Grantee operations on State lands until such time as effective remedial action is taken.

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, to become effective as of the day and year first above written.

MELVIN S. HILT
STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

By
BERT L. OGLE
Commissioner of Public Lands

Affix Seal of Commissioner of Public Lands

App. No. 43204

STATE OF Washington
County of Clallam

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

Given under my hand and official seal this 6th day of June, 1980.

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

STATE OF WASHINGTON
COUNTY OF THURSTON

On this day of , 19, before me personally appeared BERT L. OGLE, to me known to be the Commissioner of Public Lands, and ex officio administrator of the Department of Natural Resources of the State of Washington, the Department that executed the within and foregoing instrument on behalf of the State of Washington, and acknowledged said instrument to be the free and voluntary act and deed of the State of Washington for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the official seal of the Commissioner of Public Lands for the State of Washington.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year set forth above.

Notary Public in and for the State of Washington, residing at Olympia
STATE OF WASHINGTON  
COUNTY OF THURSTON  

On this ___ day of July, 19__, before me personally appeared BRUCE W. REEVES, to me known to have signature authorization delegated to him to sign for BERT L. COLE, the Commissioner of Public Lands, and ex officio administrator of the Department of Natural Resources of the State of Washington, the Department that executed the within and foregoing instrument on behalf of the State of Washington, and acknowledged said instrument to be the free and voluntary act and deed of the State of Washington for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the official seal of the Commissioner of Public Lands for the State of Washington.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year set forth above.

[Signature]

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

[Seal]

L. Johannsen, County of Thurston
Commissioner of Public Lands

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the Commissioner of Public Lands, this ___ day of July, 19__.

[Signature]

Records Officer
Department of Natural Resources
Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.
CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.

2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.

3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at http://www.alta.org/.
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.