



FIRST AMERICAN

NB 82-210

Commitment No. L60912

Mikelle Lamay

*First American Title Insurance Company
First American Title of Island County, Agent
32650 SR 20, Suite B102, Oak Harbor, WA
98277
Phn - (360) 675-2286
Fax - (360) 675-5640*

**ISLAND COUNTY TITLE UNIT
FAX (360) 675-5640**

**Title Officer: Bobbi M Allen
(360) 675-2286**

**To: Washington State Department of Transportation
P.O. Box 330310**

Seattle, WA 98133-9710

**File No.: L60912
Your Ref No.: XL4041/SR532, Davis Slough Bridge Replacement
Widening for Flood Prevention**

Attn: Zane T. VanKirk

Re: Property Address: 429 Frostad Road, Oak Harbor, WA 98277

COMMITMENT FOR TITLE INSURANCE

Issued by

FIRST AMERICAN TITLE INSURANCE COMPANY

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment.

When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-I.

The General Exceptions and Exceptions in Schedule B-II.

The Conditions.

This Commitment is not valid without Schedule A and Section I of II of Schedule B.

SCHEDULE A

1. Commitment Date: October 11, 2012 at 8:00 am
2. Policy or Policies to be issued:

AMOUNT	PREMIUM	TAX
General Schedule Rate		
Standard Owner's Policy(6-17-06) \$15,000.00	\$300.00	\$26.10
Work Fee	\$ 100.00	\$ 8.70
- Proposed Insured:
State of Washington
3. (A) The estate or interest in the land described in this Commitment is:
A fee simple.
(B) Title to said estate or interest at the date hereof is vested in:
**Doris Dykers, as her separate estate and the heirs and devisees of Lawrence H. Dykers,
Deceased**
4. The land referred to in this Commitment is described on the attached Schedule "C" and made a part hereof.

**SCHEDULE B
SECTION I
REQUIREMENTS**

The following requirements must be met:

- (A) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (B) Pay us the premiums, fees and charges for the policy.
- (C) Documents satisfactory to us creating the interest in the land and /or the mortgage to be insured must be signed, delivered and recorded.
- (D) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (E) Releases(s) or Reconveyance(s) of Item(s): **None**
- (F) Other: **None**
- (G) You must give us the following information:
 - 1. **Any off record leases, surveys, etc.**

**SCHEDULE B
SECTION I
GENERAL EXCEPTIONS**

PART ONE:

- 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, interest, 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 of 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 the public records.
- 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 materials or medical assistance heretofore 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 the value the escrow or interest or mortgage(s) thereon covered by this Commitment.

**SCHEDULE B
SECTION II
EXCEPTIONS**

PART TWO:

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction. The printed exceptions and exclusions from the office which issued this Commitment. Copies of the policy forms should be read.

1. **IMPORTANT NOTICE:** Due to budget constraints, the Island County Government Offices, including the Treasurer's office and the Auditor's (Recording) office, will be closed each Friday beginning on January 1, 2010.

2. Lien of any real estate excise tax upon any sale of property, if unpaid. As of the date herein, the excise tax rate for the subject property is .0178 (1.78%) plus a \$5.00 technology fee.

NOTE: There is now a \$5.00 processing fee plus a \$5.00 technology fee on each Real Estate Excise Tax Affidavit processed where there is no tax paid or where the tax would otherwise be less than \$5.00.

3. **GENERAL TAXES:**

Year:	2012
Amount Billed:	\$ 2,148.63
Amount Paid:	\$ 1,074.36
Tax Account No.:	R23317-425-0400/99850
Affects:	A Portion of Subject Property and other Lands

Year:	2012
Amount Billed:	\$ 809.65
Amount Paid:	\$ 404.85
Tax Account No.:	R23317-407-0110/99823
Affects:	A Portion of Subject Property

Year:	2012
Amount Billed:	\$ 809.66
Amount Paid:	\$ 404.85
Tax Account No.:	R23317-409-0230/99832
Affects:	A Portion of Subject Property

Said taxes will not become delinquent if paid on or before October 31st.

4. Any tax, fee, assessments or charges as may be levied by Diking District No. 3.

5. Possible right-of-way for dike road along the West side of subject Property; the Island County Assessor's Map show Dike Road as a County Road, we were unable to locate any conveyance documents to the County for Dike Road.

6. We are not unmindful of the document recorded as "Deed of Personal Representative", recorded July 23, 2012, under Auditor's File No. 4319514. The Deed included three tax parcel Nos.; however the legal description did not include all of the subject property. It is our understanding that the Deed will be re-recorded to include all of the subject property.

7. TERMS AND CONDITIONS OF THE FOLLOWING:

Island County Probate No:	09-4-00120-2
Decedent:	Lawrence H Dykers
Personal Representative:	Doreen Dykers Wardenaar
Attorney:	Michael M. Waller, Law offices of Skinner & Saar, P.S.

8. Tax Payor:

Lawrence H Dykers
C/O D. Wardenaar
4422 Road 13 SE
Othello, WA 98344

9. The vestee herein does not own any contiguous property.

10. For easements, restrictions or other exceptions, see Schedule "B-1", attached hereto.

SCHEDULE "B-1"

EXCEPTIONS:

A. MATTERS AS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING SURVEY:

Name:	Record of Survey
Recorded:	January 11, 2007
Auditor's No.:	4191507
Affects:	A Portion of Subject Property and other Lands

B. MATTERS AS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING SURVEY:

Name:	Record of Survey
Recorded:	December 3, 2009
Auditor's No.:	4264662
Affects:	A Portion of Subject Property and other Lands

C. EASEMENT AND PROVISIONS THEREIN:

Grantee:	Puget Sound Energy, Inc., formerly Puget Sound Power & Light Co.
Dated:	September 17, 2010
Recorded::	March 7, 2011
Auditor's No.:	4291701
Purpose:	Right to construct, operate, maintain, repair, replace and enlarge one or more electric transmission and/or distribution lines and related facilities.

Schedule "C"
Legal Description

The land referred to in this report/policy is situated in the State of Washington, County of Island, and is described as follows:

That portion of Government Lot 4 in Section 17, Township 33 North, Range 2 East of the Willamette Meridian, described as follows:

Beginning at a point of 850 feet West of the Southeast corner of said Lot 4;
thence West a distance of 455 feet more or less, to the Southwest corner of said Lot 4;
thence North a distance of 236.9 feet to the meander corner on a line dividing Sections 17 and 18, in said Township and Range;
thence Northeasterly along the meander line in said Lot 4 to a point due North of the point of beginning;
thence due South to the point of beginning;

EXCEPT that portion conveyed to Island County for road purposes by deed recorded March 13, 1941 under Auditor's File No. 52763, (Volume 35 of Deeds, page 35), records of Island County, Washington.

Also except those portions conveyed to Island County for road purposes by deeds recorded under Auditor's File Nos. 4264960, 4317331 (rerecord of 4264961) and 4317332 (rerecord of 4264962).

INFORMATIONAL NOTES

- A. Effective January 1, 1997, and pursuant to amendment of Washington State Statutes relating to standardization of recorded documents, the following format and content requirements must be met. Failure to comply may result in rejection of the document by the recorder.
FORMAT: Margins to be 3" on top, 1" on sides and bottom for first page of documents;
Margins to be 1" on top, sides and bottom of any subsequent pages;
Font size of 8 point or larger;
Paper size of not larger than 8 1/2 by 14";
No attachments on pages such as staples or taped Notary Seals;
Pressure seals must be smudged.
- B. Any sketch attached hereto is done so as a courtesy only and is not part of any title commitment of policy. It is furnished solely for the purpose of assisting in location the premises and First American expressly disclaims any liability which may result for reliance made upon it.
- C. The description can be abbreviated as suggested below if necessary to meet standardization requirements. The full text of the description must appear in the document(s) to be insured.
Abbreviated Legal:
Section 17, Township 33 North, Range 2 East; Ptn. Gov't Lot 4
Parcel No.: **R23317-425-0400/99850, R23317-407-0110/99823, R23317-409-0230/99832**
- D. 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.
- E. The following deeds affecting the property herein described have been recorded within 24 months of the effective date of this commitment: **Deed of Personal Representative recorded July 23, 2012 under Auditor's File No. 4319514**
- F. Recording procedures in Island County are unique because of the distance to the Courthouse. Our courier leaves after 12:00 noon the day of recording. All documents need to be in our office before 12:00 noon. Recording will be confirmed after 3 p.m. the day of recording. Recording clearance is generally available the following business morning.
- G. If a new Deed of Trust is to be recorded AND if one of the following companies is to be appointed Trustee, the correct name is Guardian Northwest Title Company OR First American Title Insurance Company, a California corporation, P.O. Box 727, Oak Harbor, WA 98277.
- H. All matters regarding extended coverage have been cleared for mortgagee's policy. The coverage contemplated by this paragraph will not be afforded in any forthcoming owner's standard coverage policy to be issued.
Property Address: **429 Frostad Road, Oak Harbor, WA 98277**
- I. We find no pertinent matters of record against the name(s) of the proposed insured.

Note: In the event this transaction fails to close and this commitment is cancelled, a fee will be charged to comply with the State Insurance Code and filed Schedule of the Company.

CONDITIONS

1. DEFINITIONS

- (a) "Mortgage" means mortgage, deed of trust or other security instrument.
- (b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. LATER DEFECTS

The Exceptions in Schedule B – Section II may be amended to show an defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B – Section I are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B – Section I

or

eliminate with our written consent any Exceptions shown in Schedule B – Section II

We shall not liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this commitment and is subject to its terms.



FIRST AMERICAN

*First American Title Insurance Company
First American Title Insurance of Island
County, Agent
Post Office Box 727 32650 SR20 Suite
B102
Oak Harbor, WA 98277
Phn - (360) 675-2286
Fax - (360) 675-3640*

PRIVACY POLICY

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 the right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, the First American Corporation, 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 which 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*, a copy of which can be found on our website at www.firstam.com.

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. 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 the 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.

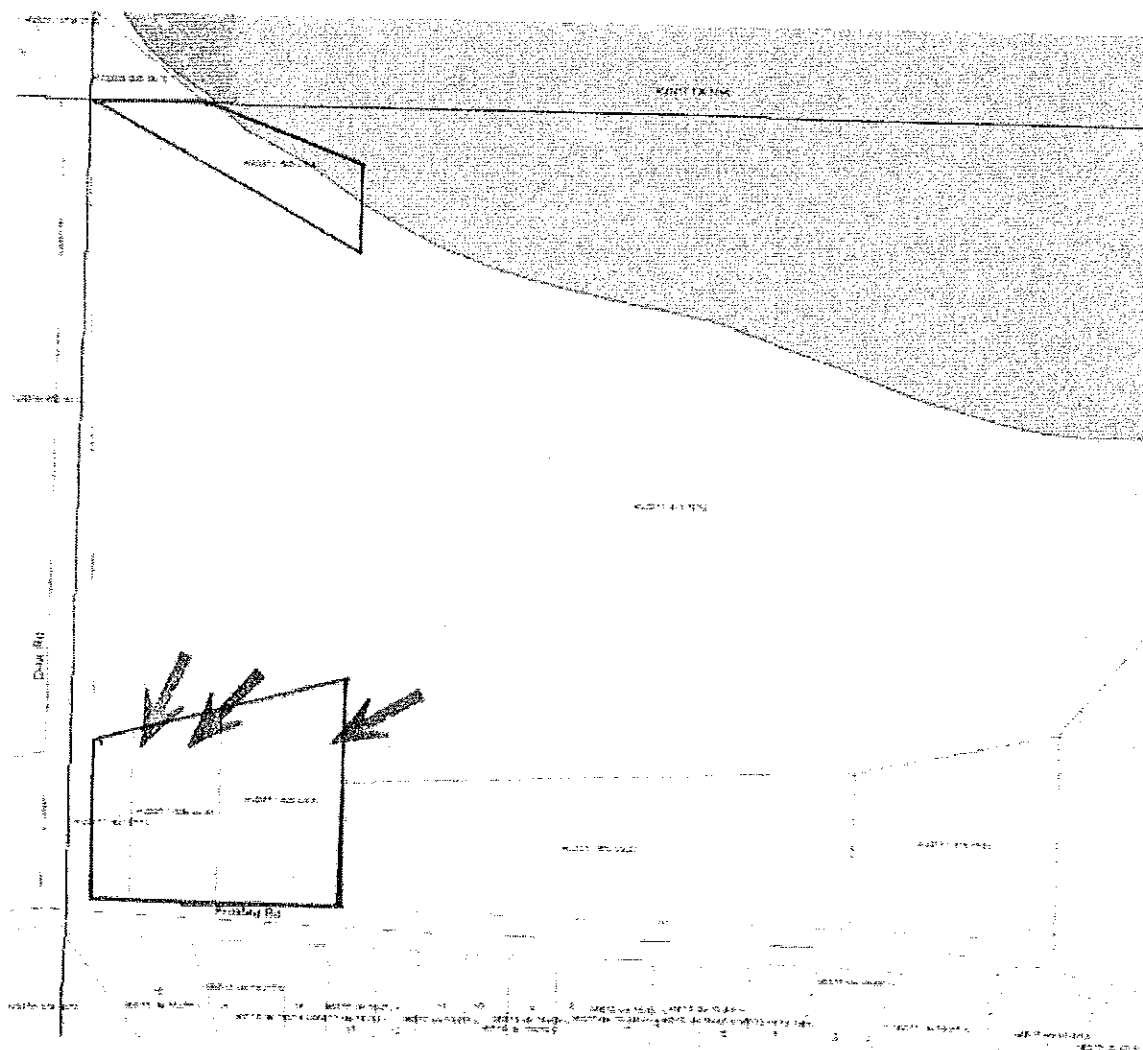
First American Title of Island County

32650 SR 20, SUITE B102

OAK HARBOR, WA 98277

Order # L90912

NOTICE: This sketch is furnished by First American Title Insurance Company, and it's agents as a courtesy only. This sketch is not part of any commitment for title insurance or policy of title insurance. This sketch is furnished solely for the purpose of assisting in locating the premises. It does not purport to be a survey of the premises, to show all highways, to show all roads and/or easements affecting the subject premises. No reliance should be placed upon this sketch for dimensions of the premises. No liability is assumed by First American Title as to the correctness depicted herein. This map is not to scale.





FIRST AMERICAN

*First American Title Insurance Company
First American Title of Island County, Agent
32650 SR 20, Suite B102, Oak Harbor, WA
98277
Phn - (360) 675-2286
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**ISLAND COUNTY TITLE UNIT
FAX (360) 675-5640**

**Title Officer: Bobbi M Allen
(360) 675-2286**

**To: Washington State Department of Transportation
P.O. Box 330310**

File No.: L61022

**Your Ref No.: XL4041/SR532, Davis Slough Bridge Replacement
Widening for Flood Prevention**

Seattle, WA 98133-9710

Attn: Zane T. VanKirk

Re: Property Address: 429 Frostad Road, Oak Harbor, WA 98277

COMMITMENT FOR TITLE INSURANCE

Issued by

FIRST AMERICAN TITLE INSURANCE COMPANY

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment.

When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-I.

The General Exceptions and Exceptions in Schedule B-II.

The Conditions.

This Commitment is not valid without Schedule A and Section I of II of Schedule B.

SCHEDULE A

1. Commitment Date: October 18, 2012 at 8:00 am
2. Policy or Policies to be issued: AMOUNT PREMIUM TAX
General Schedule Rate
Standard Owner's Policy(6-17-06) \$15,000.00 \$300.00 \$26.10
Work Fee \$300.00 \$26.10

Proposed Insured:
State of Washington

3. (A) The estate or interest in the land described in this Commitment is:
A fee simple.
(B) Title to said estate or interest at the date hereof is vested in:
V. C. Webster, presumptively subject to the community interest of Theresa Webster, his wife
4. The land referred to in this Commitment is described on the attached Schedule "C" and made a part hereof.

**SCHEDULE B
SECTION I
REQUIREMENTS**

The following requirements must be met:

- (A) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (B) Pay us the premiums, fees and charges for the policy.
- (C) Documents satisfactory to us creating the interest in the land and /or the mortgage to be insured must be signed, delivered and recorded:
- (D) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (E) Releases(s) or Reconveyance(s) of Item(s): **None**
- (F) Other: **None**
- (G) You must give us the following information:
 - 1. **Any off record leases, surveys, etc.**
 - 2. **Proper completion and submission of the enclosed Owner's Affidavit.**

**SCHEDULE B
SECTION I
GENERAL EXCEPTIONS**

PART ONE:

- 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, interest, 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 of 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 the public records.
- 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 materials or medical assistance heretofore 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 the value the escrow or interest or mortgage(s) thereon covered by this Commitment.

SCHEDULE B
SECTION II
EXCEPTIONS

PART TWO:

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction. The printed exceptions and exclusions from the office which issued this Commitment. Copies of the policy forms should be read.

1. **IMPORTANT NOTICE:** Due to budget constraints, the Island County Government Offices, including the Treasurer's office and the Auditor's (Recording) office, will be closed each Friday beginning on January 1, 2010.
2. Lien of any real estate excise tax upon any sale of property, if unpaid. As of the date herein, the excise tax rate for the subject property is .0178 (1.78%) plus a \$5.00 technology fee.

NOTE: There is now a \$5.00 processing fee plus a \$5.00 technology fee on each Real Estate Excise Tax Affidavit processed where there is no tax paid or where the tax would otherwise be less than \$5.00.

3. **GENERAL TAXES:**

Year:	2012
Amount Billed:	\$ 2,121.63
Amount Paid:	\$ 1,074.36
Tax Account No.:	R23317-425-0400/99850
Affects:	Subject Property and other lands

Said taxes will not become delinquent if paid on or before October 31st.

4. Any tax, fee, assessments or charges as may be levied by Diking District No 3.
5. Possible Easement or right-of-way for Dike located on subject property; the Island County Assessor's Map shows the Dike location, We were unable to locate any documents granting an easement or right-of-way for the dike.
6. Possible right-of-way for Dike Road along the West side of subject property; the Island County Assessor's Map show Dike Road as a County Road, we were unable to locate any conveyance documents to the County for Dike Road.
7. Right Title and Interest of the Doris Dykers and heirs and devisees of Lawrence H. Dykers, Deceased, disclosed as tax payor on subject property
8. Tax Payor:
Lawrence H. Dykers
C/O D. Wardenaar
4422 Road
9. The Vestee Herein Does not own any Contiguous Property.
10. For easements, restrictions or other exceptions, see Schedule "B-1", attached hereto.

SCHEDULE "B-1"

EXCEPTIONS:

A. MATTERS AS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING SURVEY:

Name:	Record of Survey
Recorded:	January 11, 2007
Auditor's No.:	4191507
Affects:	Portion of Subject Property and other lands

B. MATTERS AS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING SURVEY:

Name:	Record of Survey
Recorded:	December 3, 2009
Auditor's No.:	4264662
Affects:	Portion of Subject Property and other lands

C. Right of the State of Washington in and to that portion, if any, of the property herein described which lies below the line ordinary high water of Puget Sound/Dugwalla Bay/Saratoga Passage.

D.. Right of the general public to the unrestricted use of all the waters of a navigable body of water, not only for the primary purposes of navigation, but also for corollary purposes, including (but not limited to) fishing, boating, bathing, swimming, water skiing and other related recreational purposes, as those waters may affect the tidelands, shorelands, or adjoining uplands, and whether the level of the water has been raised naturally or artificially to a maintained or fluctuating level, all as further defined by the decisional law of this state. (Affects all of the premises subject to such submergence.)

E. Any question of the location of lateral boundaries and the seaward boundaries of the second class tidelands/shorelands described herein.

Schedule "C"
Legal Description

The land referred to in this report/policy is situated in the State of Washington, County of Island, and is described as follows:

That portion Government Lot 4, in Section 17, Township 33 North, Range 2 East of W.M.,

Lying Northerly of the following described line:

Beginning at the corner of Sections 7-8-17 and 18, Township 33 North, Range 2 East of W.M.; thence South 63°55' East 510 feet to the terminus of said line.

Except the East 850 feet of said Government Lot 4 as measured along the South boundary thereof.

Situate in County of Island, State of Washington.

INFORMATIONAL NOTES

- A. Effective January 1, 1997, and pursuant to amendment of Washington State Statutes relating to standardization of recorded documents, the following format and content requirements must be met. Failure to comply may result in rejection of the document by the recorder.
FORMAT: Margins to be 3" on top, 1" on sides and bottom for first page of documents;
Margins to be 1" on top, sides and bottom of any subsequent pages;
Font size of 8 point or larger;
Paper size of not larger than 8 1/2 by 14";
No attachments on pages such as staples or taped Notary Seals;
Pressure seals must be smudged.
- B. Any sketch attached hereto is done so as a courtesy only and is not part of any title commitment of policy. It is furnished solely for the purpose of assisting in location the premises and First American expressly disclaims any liability which may result for reliance made upon it.
- C. The description can be abbreviated as suggested below if necessary to meet standardization requirements. The full text of the description must appear in the document(s) to be insured.
Abbreviated Legal:
Section 17, Township 33 North, Range 2 East; Ptn. Gov't Lot 4
Parcel No.: **R23317-425-0400/99850**
- D. 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.
- E. The following deeds affecting the property herein described have been recorded within 24 months of the effective date of this commitment: **None**
- F. Recording procedures in Island County are unique because of the distance to the Courthouse. Our courier leaves after 12:00 noon the day of recording. All documents need to be in our office before 12:00 noon. Recording will be confirmed after 3 p.m. the day of recording. Recording clearance is generally available the following business morning.
- G. If a new Deed of Trust is to be recorded AND if one of the following companies is to be appointed Trustee, the correct name is Guardian Northwest Title Company OR First American Title Insurance Company, a California corporation, P.O. Box 727, Oak Harbor, WA 98277.
- H. All matters regarding extended coverage have been cleared for mortgagee's policy. The coverage contemplated by this paragraph will not be afforded in any forthcoming owner's standard coverage policy to be issued.
Property Address: **429 Frostad Road, Oak Harbor, WA 98277**
- I. We find no pertinent matters of record against the name(s) of the proposed insured.

Note: In the event this transaction fails to close and this commitment is cancelled, a fee will be charged to comply with the State Insurance Code and filed Schedule of the Company.

CONDITIONS

1. DEFINITIONS

- (a) "Mortgage" means mortgage, deed of trust or other security instrument.
- (b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. LATER DEFECTS

The Exceptions in Schedule B – Section II may be amended to show an defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B – Section I are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B – Section I

or

eliminate with our written consent any Exceptions shown in Schedule B – Section II

We shall not liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this commitment and is subject to its terms.



FIRST AMERICAN

*First American Title Insurance Company
First American Title Insurance of Island
County, Agent
Post Office Box 727 32650 SR20 Suite
B102
Oak Harbor, WA 98277
Phn - (360) 675-2286
Fax - (360) 675-5640*

PRIVACY POLICY

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 the right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, the First American Corporation, 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 which 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*, a copy of which can be found on our website at www.firstam.com.

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. 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

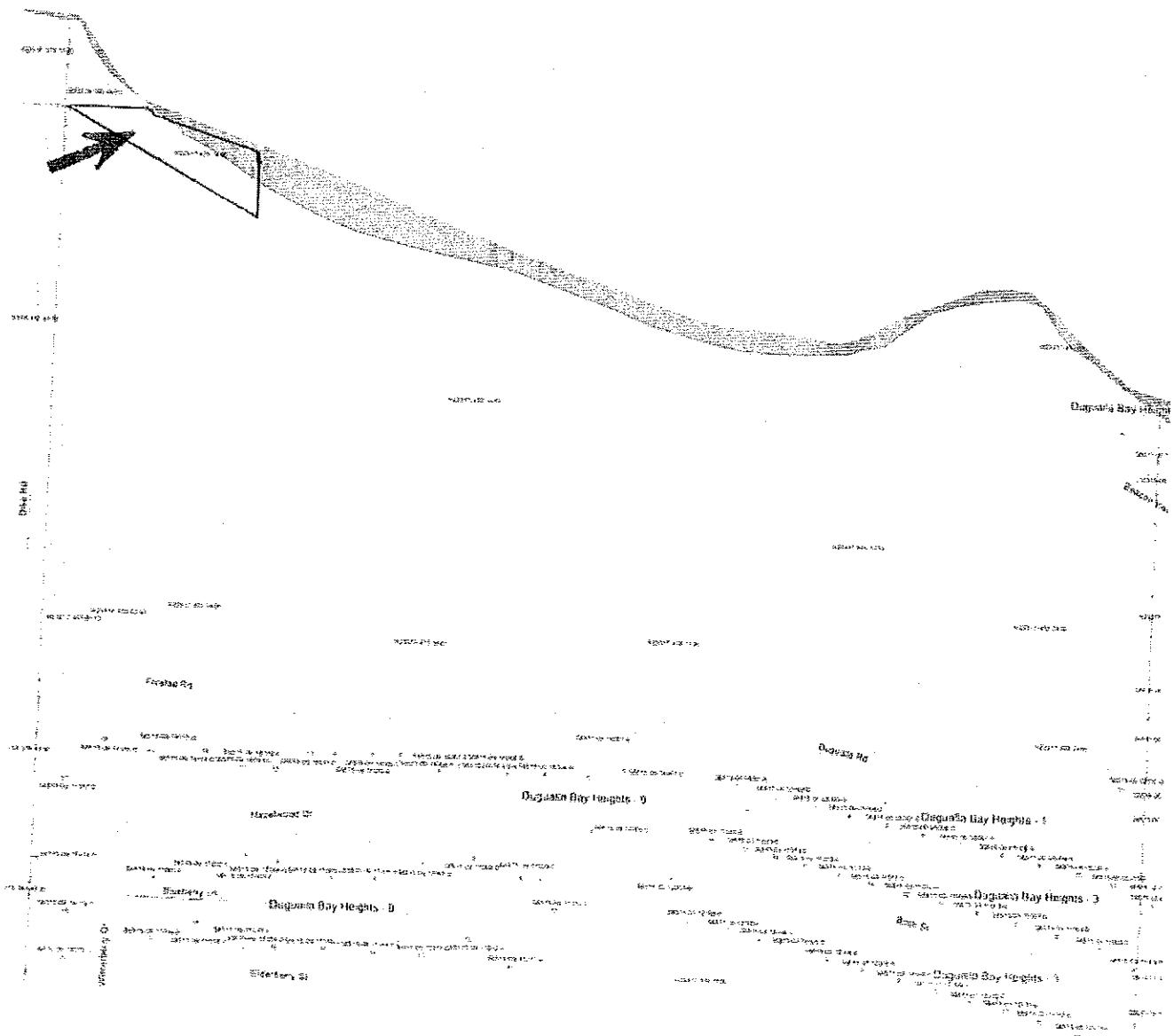
We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with the 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.

© 2001 The First American Corporation • All Rights Reserved

First American Title of Island County
32650 SR 20, SUITE B102
OAK HARBOR, WA 98277

Order # L61022

NOTICE: This sketch is furnished by First American Title Insurance Company, and it's agents as a courtesy only. This sketch is not part of any commitment for title insurance or policy of title insurance. This sketch is furnished solely for the purpose of assisting in locating the premises. It does not purport to be a survey of the premises, to show all highways, to show all roads and/or easements affecting the subject premises. No reliance should be placed upon this sketch for dimensions of the premises. No liability is assumed by First American Title as to the correctness depicted herein. This map is not to scale.



Island County Assessor & Treasurer

Property Search Sales Search

Property Search Results > 99832 DYKERS, LAWRENCE H for Year 2012 - 2013

New Search

Details Map

Click on a title bar to expand or collapse the information.

Collapse All

▼ Property

Account

Property ID: 99832 Legal Description: 30 - IN GL 4 EX PT TO IS CO
AF#4264961 RE-RECORDED
AF#4317331

Geographic ID: R23317-409-0230 Agent Code:
Type: Real
Tax Area: 119 - Land Use Code 91
Open Space: N DFL N
Historic Property: N Remodel Property: N
Multi-Family Redevelopment: N
Township: 33 Section: 17
Range: R2

Location

Address: Mapsco:
Neighborhood: Cycle 6 Map ID: 602
Neighborhood CD: 6

Owner

Name: DYKERS, LAWRENCE H Owner ID: 27142
Mailing Address: % D. WARDENAAR
4422 ROAD 13 SE
OTHELLO, WA 98344 % Ownership: 100.0000000000%

Exemptions:

▼ Pay Tax Due

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

<input type="checkbox"/> Year - Statement ID	Tax	Assessment	Interest	Penalty	Total Due
<input type="checkbox"/> 2012 - 6325 (Balance)	\$390.94	\$13.87	\$0.00	\$0.00	\$404.81

Total Amount to Pay: \$ 0.00

Proceed to Payment Cart

☒ Credit Card ☐ Check

*Convenience Fee not included

▼ Taxes and Assessment Details

Property Tax Information as of 10/17/2012

Amount Due if Paid on:

Recalculate

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

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

Year	Statement ID	First Half Base Amt.	Second Half Base Amt.	Penalty	Interest	Base Paid	Amount Due
▶ Statement Details							
2012	6325	\$404.85	\$404.81	\$0.00	\$0.00	\$404.85	\$404.81
▶ Statement Details							

2011	5979	\$384.83	\$384.82	\$0.00	\$0.00	\$769.65	\$0.00
------	------	----------	----------	--------	--------	----------	--------

▼ Values

(+) Improvement Homesite Value:	+	\$0
(+) Improvement Non-Homesite Value:	+	\$0
(+) Land Homesite Value:	+	\$0
(+) Land Non-Homesite Value:	+	\$100,000
(+) Curr Use (HS):	+	\$0 \$0
(+) Curr Use (NHS):	+	\$0 \$0
<hr/>		
(=) Market Value:	=	\$100,000
(-) Productivity Loss:	-	\$0
<hr/>		
(=) Subtotal:	=	\$100,000
(+) Senior Appraised Value:	+	\$0
(+) Non-Senior Appraised Value:	+	\$100,000
<hr/>		
(=) Total Appraised Value:	=	\$100,000
(-) Senior Exemption Loss:	-	\$0
(-) Exemption Loss:	-	\$0
<hr/>		
(=) Taxable Value:	=	\$100,000

▼ Taxing Jurisdiction

Owner: DYKERS, LAWRENCE H

% Ownership: 100.0000000000%

Total Value: \$100,000

Tax Area: 119 -

Levy Code	Description	Levy Rate	Appraised Value	Taxable Value	Estimated Tax
CF	Conservation Futures	0.0526054920	\$100,000	\$100,000	\$5.26
WCD	Whidbey Conservation District	0.0000000000	\$100,000	\$100,000	\$0.00
CEM1	Cemetery #1	0.0065383758	\$100,000	\$100,000	\$0.65
HOBOND	Hospital Bond	0.0000000000	\$100,000	\$100,000	\$0.00
HOGEN	Hospital General	0.0907835009	\$100,000	\$100,000	\$9.08
CDD	County Developmental Disabilities	0.0125000000	\$100,000	\$100,000	\$1.25
CE	County Current Expense	0.5632197239	\$100,000	\$100,000	\$56.32
COMH	County Mental Health	0.0125000000	\$100,000	\$100,000	\$1.25
CVR	County Veteran's Relief	0.0116109034	\$100,000	\$100,000	\$1.16
CR	County Roads	0.7556576763	\$100,000	\$100,000	\$75.57
ISLANDEMS	Hospital - EMS Island County	0.5000000000	\$100,000	\$100,000	\$50.00
LIB	Library Sno-Isle	0.4999551461	\$100,000	\$100,000	\$50.00
NWHIDPRMT	N Whidbey P & R Maint.	0.1700000000	\$100,000	\$100,000	\$17.00
SCH201BOND	School 201 Bond-Oak Harbor	1.7848207009	\$100,000	\$100,000	\$178.48
SCH201MO	School 201 Oak Harbor-M&O	1.0011760114	\$100,000	\$100,000	\$100.12
ST	State School	2.3578471552	\$100,000	\$100,000	\$235.78
Total Tax Rate:		7.8192146859			
Taxes w/Current Exemptions:					\$781.92
Taxes w/o Exemptions:					\$781.92

▼ Improvement / Building

▼ Sketch

This property contains TIFF images. Click on the button(s) to download the full image (which may contain multiple pages).

964223, 1375 14/11/2012 16:23

Download TIFF

3048 27c 瓦爾坎尼 13.6m

Download GTF

▼ Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	16	RA .51-1 AC	0.0000	0.00	0.00	0.00	\$100,000	\$0

▼ Roll Value History

Year	Improvements	Land Market	Current Use	Total Appraised	Taxable Value
2013		N/A	N/A	N/A	N/A
2012		\$0	\$100,000	\$0	\$100,000
2011		\$0	\$100,000	\$0	\$100,000
2010		\$0	\$100,000	\$0	\$100,000
2009		\$0	\$118,000	\$0	\$118,000
2008		\$0	\$118,800	\$0	\$118,800
2007		\$0	\$118,800	\$0	\$118,800
2006		\$0	\$118,800	\$0	\$118,800
2005		\$0	\$34,560	\$0	\$34,560
2004		\$0	\$34,560	\$0	\$34,560
2003		\$0	\$34,560	\$0	\$34,560
2002		\$0	\$15,485	\$0	\$15,485

▼ Deed and Sales History

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Sale Price	Excise Number	Deed Number
1	11/23/2009	Q	Quit Claim Deed	DYKERS, LAWRENCE H	DYKERS, LAWRENCE H			\$0.00	7975	4317331
2	09/17/2010	EZ	Easement	DYKERS, LAWRENCE H	DYKERS, LAWRENCE H			\$750.00	3759	4291701
3	11/23/2009	Q	Quit Claim Deed	DYKERS, LAWRENCE H				\$8,915.00	93008	4264961
4	01/01/1900	O	N/A	Unknown	DYKERS, LAWRENCE H			\$0.00	0	0

▼ Payout Agreement

No payout information available..

132365

709-0235

425-0400

STATUTORY WARRANTY DEED

The Grantors, JAY D. CHRISTIE and MOLLY R. CHRISTIE, his wife, for and in consideration of Thirteen Thousand Three Hundred Seven and 45/100 (\$13,307.45) in hand paid, convey and warrant to LAWRENCE H. DYKERS and DORIS DYKERS, his wife, of Rt. 1, Box 320A, Oak Harbor, Washington, the following described real estate, situated in the County of Island, State of Washington:

Government Lot One (1), in Section Eight (8), Township Thirty-Three (33), North, Range Two (2), East of the Willamette Meridian, EXCEPT roads and dike right of way.

ALSO that portion of Government Lot Four (4), in Section Seventeen (17), Township Thirty-three (33) North, Range Two (2), East of the Willamette Meridian, described as follows:

Beginning at a point 850 feet West of the Southeast corner of said Lot Four (4); thence West 453 feet, more or less, to the Southwest corner of said Lot Four (4); thence North 238.9 feet to the meander corner on a line dividing Sections Seventeen (17) and Eighteen (18), in said township and range; thence Northeasterly along the meander line in said Lot Four (4) to a point due North of the point of beginning; thence due South to the point of beginning; EXCEPT roads, dike right of way and EXCEPT the following described tract:

Beginning at a point on the North boundary of the county road 1304.41 feet West of the Southeast corner of Government Lot Four (4), in Section Seventeen (17), Township Thirty-three (33) North, Range Two (2), East of the Willamette Meridian; thence North 0°11' West 235.37 feet to the meander line; thence North 73°55'50" East along the meander line to a point due North of a point 104.41 feet East of the point of beginning; thence South to a point 104.41 feet East of the point of beginning; thence West to the point of beginning. TOGETHER WITH a non-exclusive easement for road purposes on existing road over and across the property excepted from this description as excepted in deed dated 11-12-58, filed as File No. 118306. The purchasers expressly assume and agree to pay that certain Mortgage dated January 13, 1958, and recorded January 15, 1958, under Auditor's File No. 112431 executed by Jay D. Christie and Molly R. Christie to First Federal Savings and Loan Association.

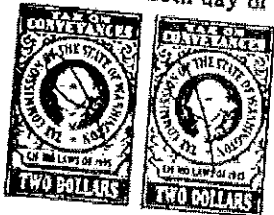
DATED this 10th day of November, 1960.



SEE LAST PAGE FOR SIGNATURE
REAL ESTATE COMMISSION
PAID

NOV 1 1960

AMOUNT PAID \$133.12
NOV 1 1960



Jay D. Christie
JAY D. CHRISTIE

Molly R. Christie
MOLLY R. CHRISTIE by JAY D.
CHRISTIE, her Attorney in Fact.

STATE OF WASHINGTON)

County of Island) ss.

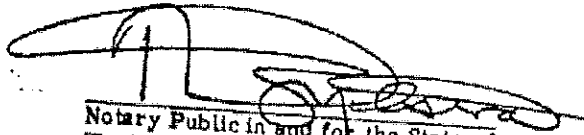


On this 10th day of November, 1960, before me personally appeared Jay D. Christie to me known to be the individual described in and who executed the within instrument for himself and also as Attorney in Fact for Molly R. Christie, and acknowledged to me that he signed and sealed the same as his free and voluntary act and deed for himself and also as his free and voluntary

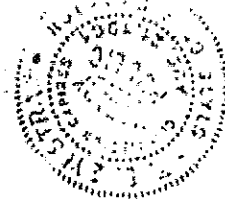
NOV 15 1960

act and deed as Attorney in Fact for Molly R. Christie for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that the said Molly R. Christie is now living and is not insane.

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



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





143055

THIS SPACE RESERVED FOR RECORDER'S USE.
VOLUME of Deeds
PAGE 224 REQUEST OF
Lawrence H. Dykers
FEB 19 4 27 PM 1962
INDEXED BY XX
COMPILED BY 407

Filed for Record at Request of

Name Lawrence H. Dykers
Address P.O. Box 300A
City and State Oak Harbor, Wash.

CORRECTIONAL DEED
Statutory Warranty Deed

Form 467- 1-REV

THE GRANTOR, C. I. ADAMS, a married man dealing in his separate property,
for and in consideration of SIX HUNDRED DOLLARS (\$600.00),
in hand paid, conveys and warrants to LAWRENCE H. DYKERS and DORIS DYKERS, his wife,
the following described real estate, situated in the County of Island
Washington, State of

Beginning at a point on the North boundary of the County Road 1304.41
feet West of the Southeast corner of Government Lot 4, Section 17, Township 33
North, Range 2, East of the Willamette Meridian; thence North 0°11' West 235.37 feet
to the meander line; thence North 73°55'50" East along the meander line to a point
due North of a point 104.41 feet East of the point of beginning; thence South to a point
104.41 feet East to the point of beginning; thence West to point of beginning.
EXCEPTING an easement for road purposes in existing road leading from County
road across above described property and across property line to the East of
dwelling house of Grantor.

EXCISE TAX EXEMPT
ISLAND COUNTY TREASURER

Anthony A. Long

27
This deed is given to correct an error in the description in that deed between the
above parties recorded in Volume 118 of Deeds at Page 521, records of
Island County. The aforementioned Deed was based on description in a deed recorded
in Vol. 95 of Deeds at Page 467, auditor's file No. 115475, which was subsequently
corrected in Deed recorded in Auditor's file No. 118306.

Dated this 21 day of Feb, 19 62.

C. I. Adams (SEAL)
C. I. Adams (a married man
dealing in his separate property) (SEAL)

STATE OF WASHINGTON, ss,
County of ISLAND

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

GIVEN under my hand and official seal this 21 day of February, 19 62.

John H. [Signature]
Notary Public in and for the State of Washington,
Residing at Oak Harbor.

MAR 14 1962

VOL 119 PAGE 224

After Recording Return to:

Law Offices of Skinner & Saar, P.S.
791 SE Barrington Drive
Oak Harbor, WA 98277

07/23/2012 11:22:06 AM
Recording Fee \$64.00 Page 1 of 3
Deed
Island County Washington

4319514



DEED OF PERSONAL REPRESENTATIVE

Grantor:	Doreen Dykers Wardenaar, Personal Representative of the Estate of Lawrence H. Dykers, Deceased
Grantee:	Doris Dykers
Legal Description:	1) 17-IN GL 4 92/691 2) 30 - IN GL 4 3) 32 - IN GL 4
Additional Legal Description:	See Attached (Page 3)
Assessor's Tax Parcel No:	1) R23317-425-0400 2) R23317-409-0230 3) R23317-407-0110

THE GRANTOR, Doreen Dykers Wardenaar, acting in the capacity of Personal Representative of the Estate of Lawrence H. Dykers, deceased, does hereby convey and quit claim to Doris Dykers, Grantee, as her separate estate, all of the Estate's interest in the real property situated in Island County, Washington as described on Exhibit A attached hereto

The interest of the Estate in this property is an undivided one-half interest. The remaining one-half interest in this real property is already vested in Doris Dykers by virtue of her community interest in the property. After recording of this *Deed*, the property will fully vest in Doris Dykers.

Lawrence H. Dykers died testate on April 29, 2009, and the Grantor above-named is the duly appointed, qualified and acting Personal Representative of the Estate which is Probate No. 09-4-00120-2 in the Superior Court of the State of Washington for Island County. This *Deed* is given pursuant to an Order (1) Admitting Will to Probate, (2) Appointing Personal Representative, (3) Adjudicating the Estate to be Solvent, and (4) Directing Administration Without Court Intervention granting nonintervention powers entered in the probate proceeding on June 15, 2009 and is in conformity with the directions set forth in Decedent's *Last Will and Testament*.

The warranties contained in this *Deed* bind only the Estate and not the Personal Representative personally.

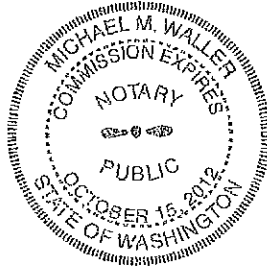
DATED this 17th day of July, 2012.

Doreen Dykers Wardenaar
Doreen Dykers Wardenaar, Personal Representative

STATE OF WASHINGTON)
(ss.
COUNTY OF ISLAND)

I certify that I know or have satisfactory evidence that Doreen Dykers Wardenaar is the person who appeared before me and signed said instrument and said person on oath stated that she was authorized to execute the instrument and acknowledged it as personal representative of the Estate of Lawrence H. Dykers, deceased, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 17th day of July, 2012.



Michael M. Waller

(Signature)

Michael M. Waller

(Print Name)

NOTARY PUBLIC

My Appointment Expires: 10-15-2012

EXHIBIT A

Beginning at a point on the North boundary of the County Road 1200 feet West of the Southeast corner of Government Lot 4, Section 17, Township Thirty-three (33) North, Range 2, E.W.M.; thence North $0^{\circ}11'$ West 235.37 feet to the meander line; thence North $73^{\circ}55'50''$ East along the meander line to a point due North of a point 104.41 feet East of the point of beginning; thence South to a point 104.41 feet East of the point of beginning; thence West to the point of beginning; EXCEPTING an easement for road purposes as is recorded in Auditor's file No. 115475, Volume 95 of Deeds, at Page 467, dated June 25, 1958, records of Island County, State of Washington.

Situated in the County of Island, State of Washington.

End of Exhibit A

FILED

JUN 08 2009

Last Will and Testament of

Lawrence H. Dykers

**SHARON FRANZEN
ISLAND COUNTY CLERK**

09 4 00120 2

KNOW ALL MEN BY THESE PRESENTS, that I, Lawrence H. Dykers, of Island County, Washington, being of sound and disposing mind and memory, and not acting under duress, menace, fraud or the undue influence of any person whomsoever, do make, publish and declare this my Last Will and Testament.

1. REVOCATION OF PRIOR WILLS

I hereby revoke any former Wills and/or Codicils by me made and declare this to be my Last Will and Testament.

2. FAMILY IDENTIFICATION

I declare that the members of my family are as follows:

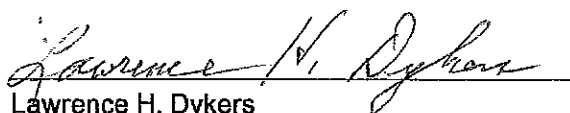
- 2.1. My wife, Doris Dykers.
- 2.2. My daughter, Doreen Dykers Wardenaar.
- 2.3. My son, Lawrence Alfred Dykers.

3. PAYMENT OF DEBTS

I hereby direct and order that all just debts for which proper claims are filed against my estate and the expenses of my last illness and funeral be paid by my personal representative as soon after my death as is practicable; provided, however, that this direction shall not authorize any creditor to require payment of any debt or obligation prior to its normal maturity in due course.

4. NON-INTERVENTION OF COURT

I further direct that my estate be settled without the intervention of any court, except to the extent required by law, and that my personal representative settle my estate in such


Lawrence H. Dykers

manner as shall seem best and most convenient to my personal representative, and I hereby empower my personal representative to mortgage, lease, sell, exchange and convey the personal and real property of my estate without an order of court for that purpose and without notice, approval or confirmation, and in all other respects to administer and settle my estate without the intervention of court.

5. **PAYMENT OF ESTATE AND INHERITANCE TAXES**

My personal representative shall pay all estate, inheritance and succession taxes assessed by reason of my death, whether attributable to property passing under this Will or outside it, from the residue of my estate disposed of by this Will. I waive for my estate all rights of reimbursement for any such payments.

6. **NOMINATION OF PERSONAL REPRESENTATIVE**

I hereby nominate and appoint as the personal representative of this my Last Will and Testament, those persons listed below, in the order listed. In the event a former nominee is for any reason unable or unwilling to act as personal representative hereof, I nominate and appoint the next nominee in the order listed. Each personal representative is to serve without bond.

6.1. First Nominee: My wife, Doris Dykers.

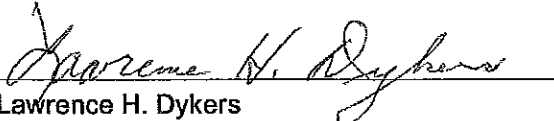
6.2. Second Nominee: My daughter, Doreen Dykers Wardenaar.

6.3. Third Nominee: My son, Lawrence Alfred Dykers.

7. **DISPOSITION OF CERTAIN TANGIBLE PROPERTY**

7.1. As used herein, the term "tangible personal property" means articles of personal or household use or ornament (including but not limited to furniture, books, silver, clothing and jewelry), and boats and automobiles not used in a trade or business, and all my unexpired insurance thereon.

7.2. I give all of my tangible personal property to my wife if my wife survives me. If my wife does not survive me or if my wife and I die as a result of a common accident, illness or disaster, I make such bequest as set forth below.


Lawrence H. Dykers

7.3. As permitted under RCW 11.12.260, I hereby give certain of my tangible personal property to those persons named in a written statement or list which I intend to be in existence at my death, which statement shall either be in my handwriting or signed by me, which shall contain a description of the specific items and recipients of such property. If no such written statement or list is in existence at my death, then I give such personal effects and tangible personal property to my children who survive me in shares of substantially equal value.

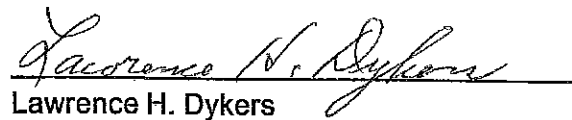
7.4. In the event that any person designated to receive certain property in such written statement shall predecease me, then such property shall pass in accordance with the provisions of this Will.

8. **RESIDUARY BEQUEST**

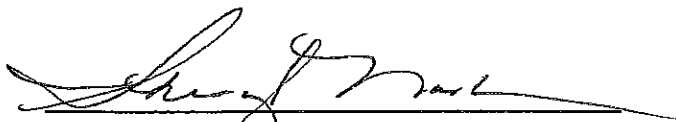
8.1. I hereby give and devise unto my **spouse**, all the rest, residue and remainder of my estate, whether real, personal or mixed, whenever acquired by me, and wheresoever situated.

8.2. In the event that my **spouse**, shall predecease me, or in the event that both my **spouse**, and I shall die as a result of a common accident, illness, or disaster, then I give, devise and bequeath the rest, residue and remainder of my estate equally to my children, **Doreen Dykers Wardenaar** and **Lawrence Alfred Dykers**, by right of representation.

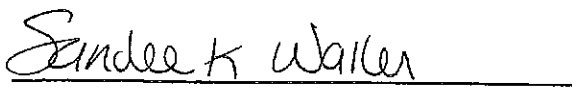
IN WITNESS WHEREOF, I have hereunto set my hand this 28th day of May, 2008.


Lawrence H. Dykers

Witnessed by:


791 SE Barrington Drive
Oak Harbor, Washington

Witnessed by:


791 SE Barrington Drive
Oak Harbor, Washington

**ATTESTATION CLAUSE AND AFFIDAVIT OF
ATTESTING WITNESSES**

STATE OF WASHINGTON)
 (ss.
COUNTY OF ISLAND)


The undersigned, competent to testify, being first duly sworn, upon oath depose and say:

That the foregoing instrument to which this Affidavit is attached, which purports to be the Last Will and Testament of **Lawrence H. Dykers**, was signed and executed by said person at Oak Harbor, Washington, in the presence of myself and the other witnesses.

The said **Lawrence H. Dykers** thereupon published the instrument as and declared it to be his Last Will and Testament and requested us to sign the same as witnesses and to execute this Affidavit in proof of said Will.

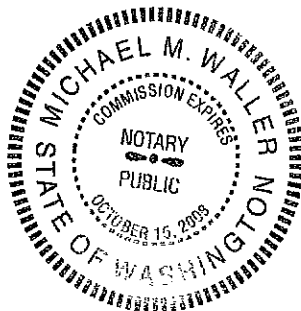
In the presence of the said **Lawrence H. Dykers**, and at his request and direction, and in the presence of each other, the other witness and I subscribed our names as witnesses hereto.

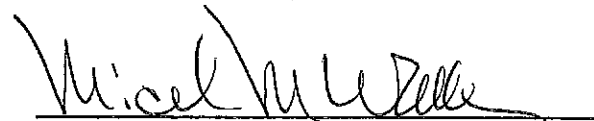
At the time of executing said instrument, the said **Lawrence H. Dykers**, the other witness and I were of legal age and competent to act as witnesses, and the said **Lawrence H. Dykers** appeared to be of sound and disposing mind and not acting under duress, menace, fraud, undue influence or misrepresentation.


Residing at Oak Harbor, Washington


Residing at Oak Harbor, Washington

SUBSCRIBED AND SWORN TO before me this 28th day of May, 2008.




(Signature)
Michael M. Waller
(Print name)
NOTARY PUBLIC
My Appointment Expires: 10-15-08

FILED

JUN 08 2009

SHARON FRANZEN
ISLAND COUNTY CLERK

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF ISLAND

In the Matter of the Estate of:

LAWRENCE H. DYKERS,

Deceased.

) No. 09 4 00120 2
)
) WAIVER OF RIGHT TO ADMINISTER
) COMMUNITY PROPERTY, WAIVER
) OF NOTICE, AND CONSENT
) TO APPOINTMENT OF
) PERSONAL REPRESENTATIVE
)
)

I, Doris Dykers, the undersigned, hereby:

1. Waive my right as surviving spouse of Lawrence H. Dykers to administer and serve as Personal Representative over community property pursuant to RCW 11.28.030;
2. Waive notice of any application or petition of Doreen Dykers Wardenaar for *Letters Testamentary* to which I would be entitled under RCW 11.28.030 or 11.28.131; and

WAIVER OF RIGHT TO ADMINISTER AND
NOTICE AND WAIVER OF CONSENT

Page 1

LAW OFFICE OF
ZYLSTRA BEEKSMA & WALLER, P.L.L.C.
791 SE BARRINGTON DRIVE
OAK HARBOR, WASHINGTON 98277
AREA CODE 360
675-2226 or 675-5955
FAX: 360-675-5883

- 1 3. Expressly consent to the appointment of Doreen Dykers Wardenaar as Personal
2 Representative of the estate of Lawrence H. Dykers with nonintervention powers.
3

4 DATED this 21st day of May, 2009.
5
6
7

8
9 Doris Dykers
10 DORIS DYKERS
11

12 Address:

13 1040 SW Kimball Dr. #203
14 Oak Harbor WA 98277

15 Phone: 360-675-2663
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WAIVER OF RIGHT TO ADMINISTER AND
NOTICE AND WAIVER OF CONSENT

Page 2

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File No. 09-0056

LAW OFFICE OF
ZYLSTRA BEEKSMA & WALLER, P.L.L.C.
791 SE BARRINGTON DRIVE
OAK HARBOR, WASHINGTON 98277
AREA CODE 360
675-2226 or 675-5955
FAX: 360-675-5883

5
FILED

JUN 15 2009

SHARON FRANZEN
ISLAND COUNTY CLERK

1
2
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6
7
8 IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
9 IN AND FOR THE COUNTY OF ISLAND

10 In the Matter of the Estate of:) No. 09-4-00120-2
11)
12 LAWRENCE H. DYKERS,) OATH OF PERSONAL REPRESENTATIVE
13)
14 Deceased.)
_____)

15 STATE OF WASHINGTON)
16) ss.
17 COUNTY OF Grant)

18 THE UNDERSIGNED, being first duly sworn upon oath, deposes and says:

19 I am the person who has petitioned the Court to be appointed Personal Representative of the above
20 estate and I solemnly swear that, upon my appointment, I will perform, according to law, the duties
21 of the trust.
22

23 Doreen Dykers Wardenaar
24 DOREEN DYKERS WARDENAAR, Petitioner
25

26 SUBSCRIBED AND SWORN TO before me this 3 day of June, 2009.
27

28 Linda L. Weyns
29 (Signature)

30 (Print Name)

31 NOTARY PUBLIC

32 My Appointment Expires: 8-2-2010

FILED

JUN 15 2009

SHARON FRANZEN
ISLAND COUNTY CLERK

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF ISLAND

In the Matter of the Estate of:) No. 09-4-00120-2
LAWRENCE H. DYKERS,) ORDER:
Deceased.) (1) ADMITTING WILL TO PROBATE
) (2) APPOINTING PERSONAL REPRESENTATIVE
) (3) ADJUDICATING ESTATE TO BE SOLVENT
) (4) DIRECTING ADMINISTRATION WITHOUT COURT INTERVENTION

A Petition praying (1) that a certain document purporting to be the *Last Will and Testament* of Decedent be admitted to probate; (2) that Doreen Dykers Wardenaar be confirmed as Personal Representative; (3) that the estate be adjudicated solvent; and (4) directing that further administration thereof be without court intervention, having come on regularly for hearing this day and evidence in support of said Petition having been received, and the Court finding:

ORDER ADMITTING WILL TO PROBATE

Page 1

LAW OFFICE OF
ZYLSTRA BEEKSMA & WALLER, P.L.L.C.
791 SE BARRINGTON DRIVE
OAK HARBOR, WASHINGTON 98277
AREA CODE 360
675-2226 or 675-5955
FAX: 360-675-5883

1. The facts set forth in the *Petition* are true;
2. The Decedent died a resident of Island County, Washington, leaving property in this state subject to probate;
3. The *Last Will and Testament* of Decedent was executed at a time when Decedent was of legal age and sound mind, and was by Decedent declared to be a *Last Will and Testament* before two or more competent witnesses who attested the document in Decedent's presence and at Decedent's request;
4. Doris Dykers, surviving spouse of the Decedent has executed a *Waiver of Right to Administer Community Property, Waiver of Notice, and Consent to Appointment of Personal Representative*, which is filed herein;
5. The Personal Representative nominated in Decedent's *Will* has declined to serve and has consented to the appointment of Petitioner as Personal Representative. Her *Waiver of Right to Administer Community Property, Waiver of Notice, and Consent to Appointment of Personal Representative* is filed herein. Petitioner is Decedent's daughter and named as second nominee in Decedent's *Will* and is willing and qualified to act. Petitioner is a resident of the State of Washington. Said *Will* provides that the Personal Representative shall serve without bond;
6. The estate is fully solvent and the estate may be settled without the intervention of the court;


and the Court being fully advised in the premises, IT IS HEREBY

1 **ORDERED** that the *Last Will and Testament* of Decedent is hereby admitted to
2 probate; that Doreen Dykers Wardenaar is confirmed as Personal Representative to serve
3 without bond; that the Clerk of the Court shall issue *Letters Testamentary* upon the filing
4 of the oath required by law; that this estate is declared to be fully solvent and further
5 administration shall be handled in accordance with the laws of this state pertaining to the
6 settlement of estates without the intervention of court; and the Personal Representative is
7 hereby authorized to sell and convey any real and personal property of the estate without
8 further order of this court.
9

10
11 **DONE IN OPEN COURT** this 15th day of June, 2009.
12
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17
18 JUDGE/COURT COMMISSIONER
19

20
21
22 Presented by:

23
24 
25
26 MICHAEL M. WALLER, WSBA No. 6310
27 Zylstra Beeksma & Waller, P.L.L.C.
28 Attorney for Petitioner
29

30
31
32
ORDER ADMITTING WILL TO PROBATE
Page 3

C:\Probate\Dykers\LH\OrderAdmittingWillToProbate.Dcmt.001.wpd
File No. 09-0056

LAW OFFICE OF
ZYLSTRA BEEKSMA & WALLER, P.L.L.C.
791 SE BARRINGTON DRIVE
OAK HARBOR, WASHINGTON 98277
AREA CODE 360
675-2226 or 675-5955
FAX: 360-675-5883

10

FILED

JUN 16 2009

**SHARON FRANZEN
ISLAND COUNTY CLERK**

SUPERIOR COURT OF THE STATE OF WASHINGTON FOR ISLAND COUNTY

IN THE MATTER OF THE ESTATE OF,) Case No.: **09-4-00120-2**
)
LAWRENCE H. DYKERS,) LETTERS TESTAMENTARY
Deceased.)

WHEREAS, the last will of the above named deceased having been proven and recorded in this court on **June 15, 2009**.

NOW therefore, know all men by these presents: That

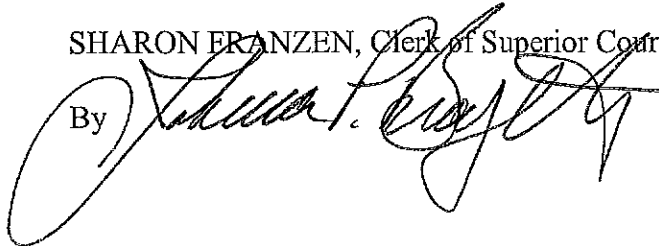
DOREEN DYKERS WARDENAAR

is hereby appointed and qualified as Personal Representative(s) of said estate, and that we do hereby authorize the above-named to execute said Will according to law.

DATED: **June 16, 202009**.

SHARON FRANZEN, Clerk of Superior Court

By

 Deputy

FILED

SEP 07 2012

DEBRA VAN PELT
ISLAND COUNTY CLERK

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF ISLAND

In the Matter of the Estate of:) No. 09-4-00120-2
)
LAWRENCE H. DYKERS,) DECLARATION OF COMPLETION
) OF PROBATE WITH WILL
Deceased.)

COMES NOW Doreen Dykers Wardenaar, the duly appointed Personal Representative under the *Will* of the above-named Decedent and declares, as required by law, that:

1. DATE OF DEATH AND RESIDENCE

Decedent died testate on April 29, 2009, being at the time of death a resident of Island County, Washington.

2. WILL

Decedent left a nonintervention *Will* dated May 28, 2008, which was admitted to probate by *Order* dated June 15, 2009.

DECLARATION OF COMPLETION
OF PROBATE WITH WILL

Page 1

LAW OFFICES OF
Skinner & Saar, P.S.
791 SE Barrington Drive
Oak Harbor WA 98277
Tel. (360) 679-1240 · Fax (360) 679-9131

VERIFIED

1 3. CREDITORS AND TAXES

2 The undersigned is now the duly appointed, qualified and acting Personal
3 Representative of said *Will* and as such gave notice to creditors. No creditor's
4 claims were filed and no state or federal estate taxes are due as a result of
5 Decedent's death.
6

7
8 4. COMPLETION OF ADMINISTRATION

9 Acting pursuant to an order of solvency entered herein, under which the Personal
10 Representative was authorized and directed to manage and close the estate in
11 the manner provided in the *Will* without the intervention of court, the
12 administration of this estate has been completed and the estate is ready to be
13 closed except for the determination of taxes and of interest and penalties thereon
14 as permitted under RCW 11.68.114.
15

16
17 5. FEES AND COSTS

18 The Personal Representative has paid or proposes to pay for services rendered
19 to the estate, in the following sums:

Personal Representative's fee	\$	0.00	Waived by Personal Representative
Attorney fees	\$	16,564.00	
Costs advanced by attorney	\$	776.20	

23 The Personal Representative believes these fees to be reasonable and does not
24 intend to obtain court approval of the amounts, or to submit an estate accounting
25 to the court for approval.
26
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1 Pursuant to RCW 11.68.110, Doris Dykers, the sole heir of this estate, has
2 waived in writing notice of filing the Declaration of Completion of Probate and therefore the
3 Personal Representative shall be discharged and this Declaration of Completion of Probate
4 shall become effective as a decree of distribution upon the date of filing of this Declaration.
5

6
7 I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE
8 STATE OF WASHINGTON THAT THE FOREGOING IS TRUE AND CORRECT.
9

10 SIGNED this 21 day of August, 2012, at Othello,
11 Washington.
12

13
14 Doreen Dykers Wardenaar
15 DOREEN DYKERS WARDENAAR
16 Personal Representative
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DECLARATION OF COMPLETION
OF PROBATE WITH WILL

Page 3

DykersLawrenceH[Est]DeclarationOfCompletion.Dcmf.wpd
File No. 09-0056 / 11-0094

LAW OFFICES OF
Skinner & Saar, P.S.
791 SE Barrington Drive
Oak Harbor WA 98277
Tel. (360) 679-1240 · Fax (360) 679-9131

FILED
SEP 17 2012
DEBRA VAN PELT
ISLAND COUNTY CLERK

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF ISLAND

In the Matter of the Estate of:) No. 09-4-00120-2
)
LAWRENCE H. DYKERS,) FINAL DISCHARGE OF
) PERSONAL REPRESENTATIVE
Deceased.)
_____)


It appearing from the documents filed herein by the Personal Representative of this estate that all the duties required of the Personal Representative have been performed, now therefore, it is

ORDERED that Doreen Dykers Wardenaar, the Personal Representative of this estate, is hereby discharged as such Personal Representative and this estate is closed.

DONE IN OPEN COURT this 17th day of September, 2012.


JUDGE/COURT COMMISSIONER

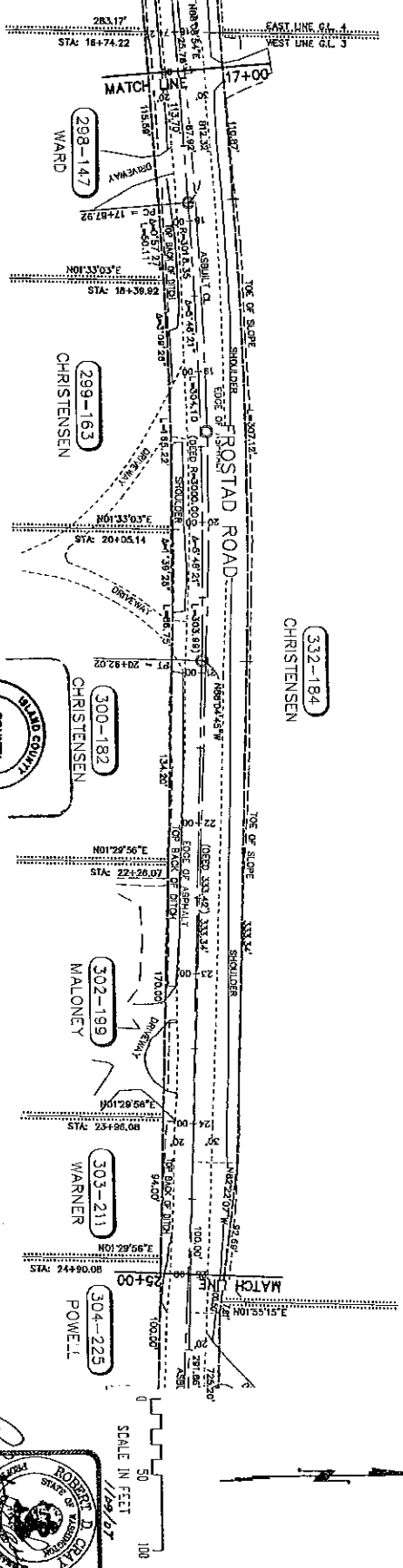
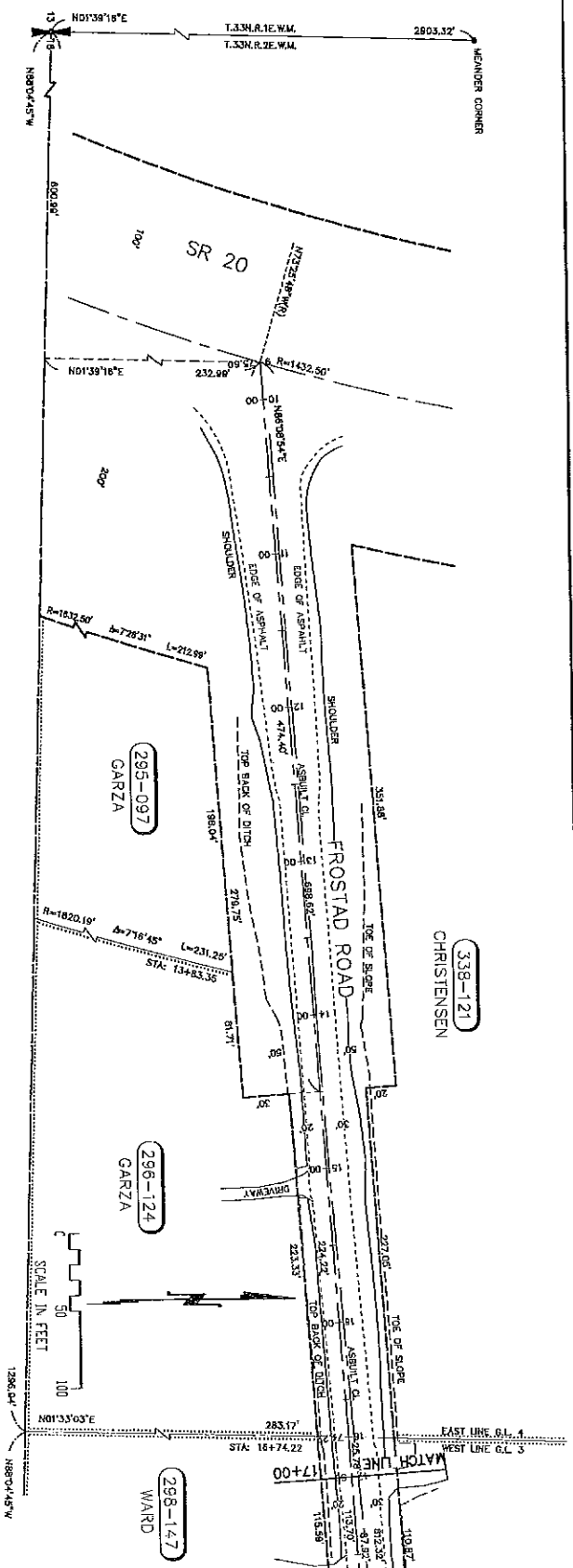
Presented by:


MICHAEL M. WALLER, WSBA No. 6310
Law Offices of Skinner & Saar, P.S.
Attorney for Personal Representative

FINAL DISCHARGE OF PERSONAL REPRESENTATIVE
DykersLawrenceH[Est]FinalDischarge.Docml.wpd
File No. 09-0056 / 11-0094

LAW OFFICES OF
Skinner & Saar, P.S.
791 SE Barrington Drive
Oak Harbor WA 98277
Tel. (360) 679-1240 · Fax (360) 679-9131

VERIFIED



SURVEYOR'S CERTIFICATE:

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF ISLAND COUNTY PUBLIC WORKS

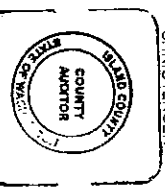
1/09/07

CERTIFICATE NO. 11941

AUDITOR'S CERTIFICATE:

FILED FOR RECORD THIS 11 DAY OF December 2007 AT 2:34 PM BOOK 14 OF SURVEYS AT PAGE 226 AT THE REQUEST OF FAKEMA & KINEMA INC. UNDER AUDITOR'S FILE NO. 4191502

COUNTY AUDITOR

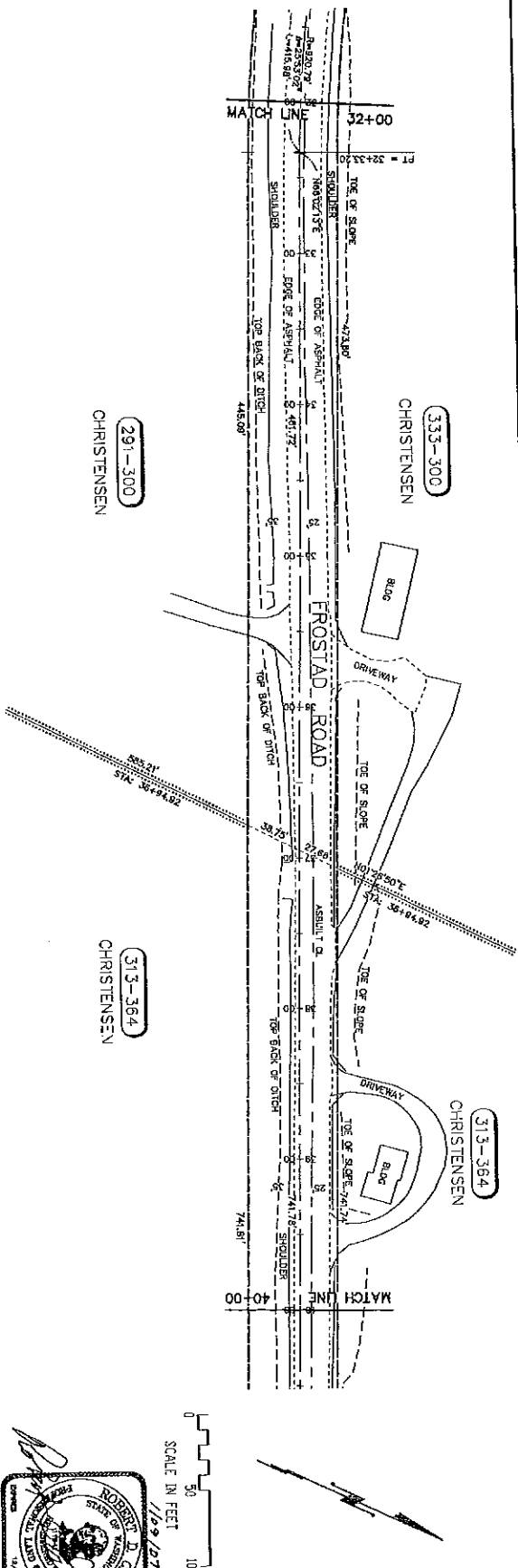
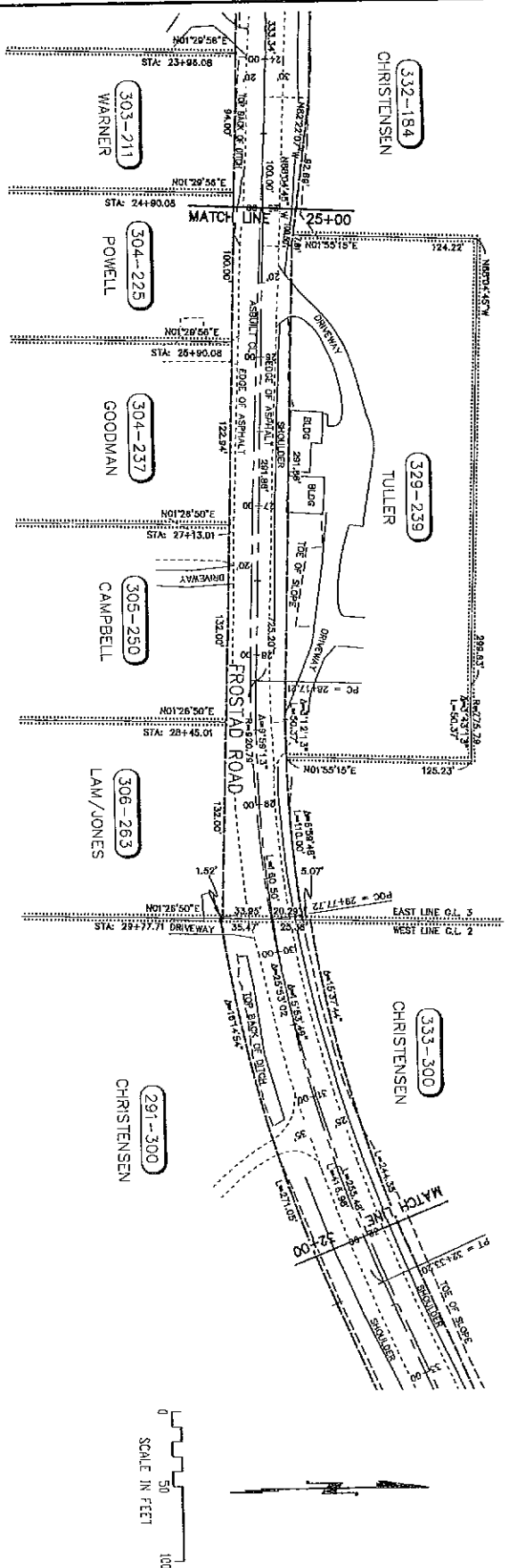


RECORD OF SURVEY MAP OF

A PORTION OF SEC 17 & 18, TWP 33 N, R 2 E, W.M. FOR ISLAND COUNTY PUBLIC WORKS

APPROVED BY	DATE	REMARKS
ESR	JULY 1974	ISLAND COUNTY
RC/RNF	12/27/06	PAKEMTA AND KINEMA, INC.
CONVERTING & LAND SURVEYING		WASHINGTON
SCALE	1"=50'	PROJECT NO. 4455





SURVEYOR'S CERTIFICATE:

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF ISLAND COUNTY PUBLIC WORKS.

1/09/07

CERTIFICATE NO. 11241

AUDITOR'S CERTIFICATE:


FILED FOR RECORD THIS DAY OF
AT IN BOOK OF SURETIES AT PAGE AT
THE REQUEST OF FANKEBA & KINGMA INC, UNDER AUDITOR'S
FILE NO. 491507

COUNTY AUDITOR

RECORD OF SURVEY MAP OF

LAND COUNTRY

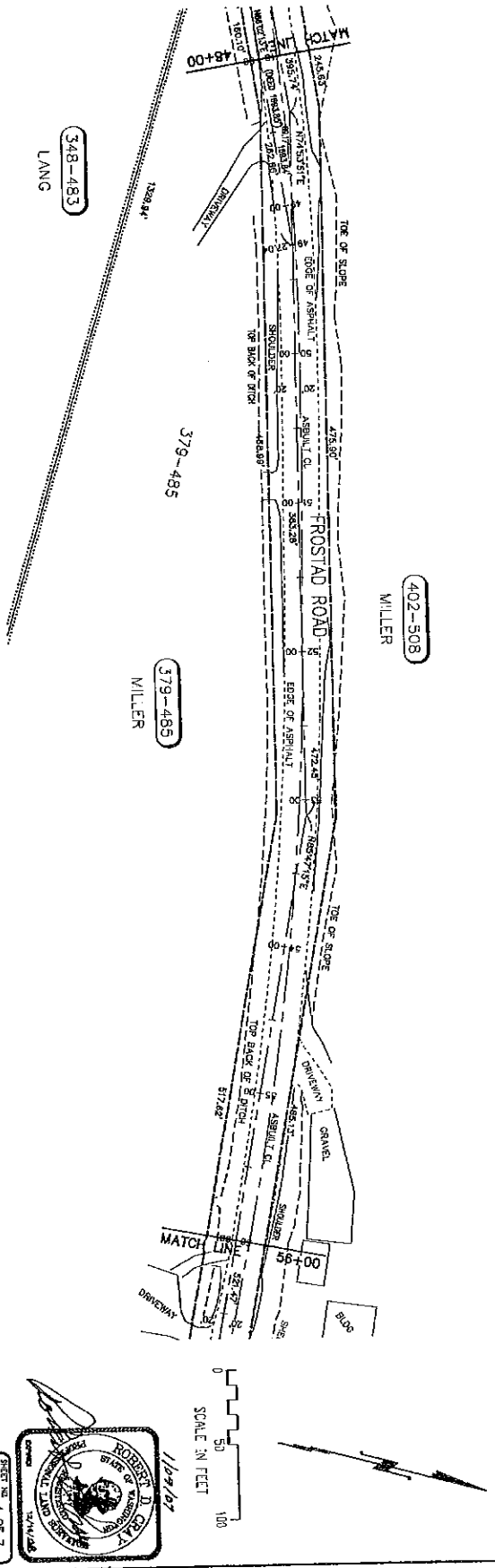
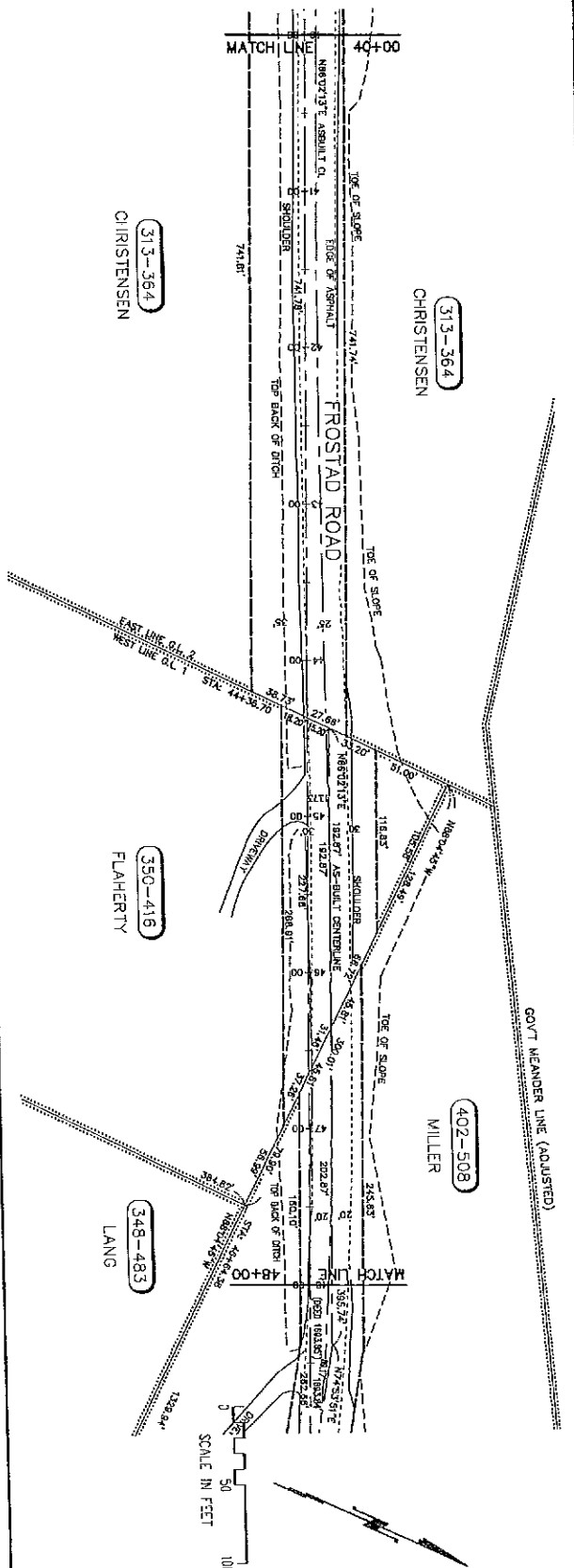
CONVERTED BY	EGH	DATE	JULY, 1974
REVIEWED BY		DATE	
RC/RNF		DATE	12/27/06

 **F&Kkema And Kingma, Inc.**
CONSULTING ENGINEERING & LAND SURVEYING
6440 205. 8TH. AVE., SUITE 102 DALLAS, TEXAS 75227 (505) 673-4075

SCALE 1"=50'
VOLUME OF SURVIVORS, PAGE



SHEET NO. 3 OF 7



SURVEYOR'S CERTIFICATE:

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF ISLAND COUNTY PUBLIC WORKS

11/09/07

CERTIFICATE NO. 11841

AUDITOR'S CERTIFICATE:

FILED FOR RECORD THIS DAY OF AT IN BOOK OF SURVEYS AT PAGE AT THE REQUEST OF FAKKEMA & KINGMA INC. UNDER AUDITOR'S FILE NO. 4191507

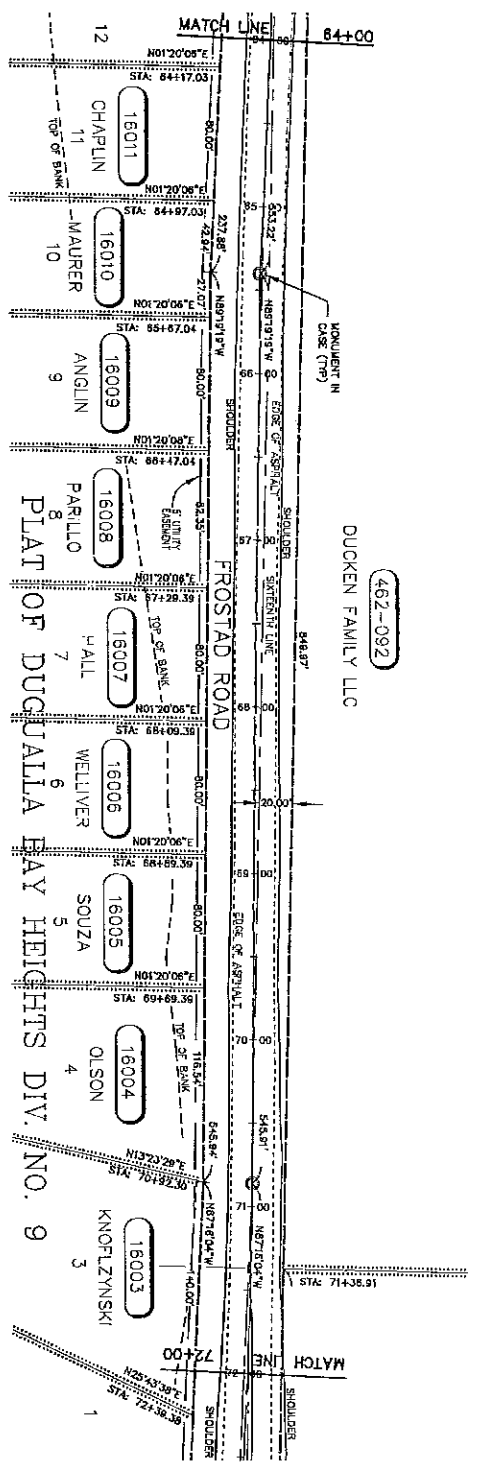
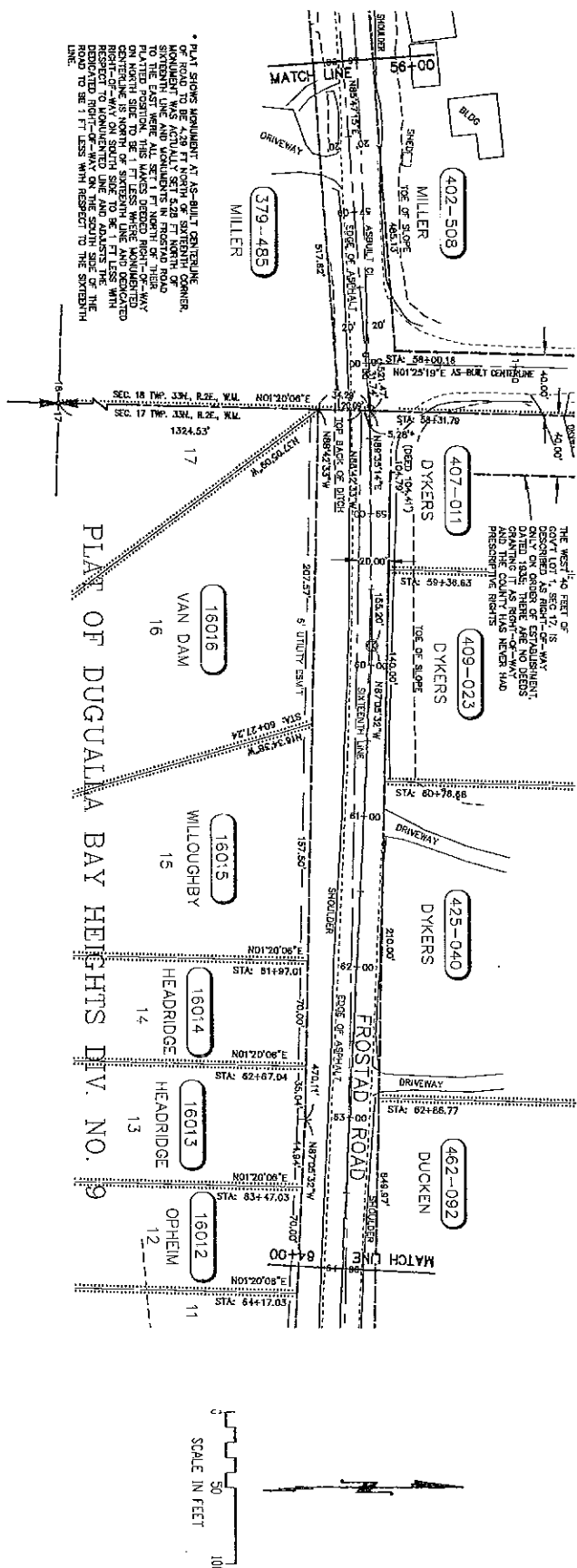
COUNTY AUDITOR

DATE OK
BY

RECORD OF SURVEY MAP OF A PORTION OF SEC 17 & 18, TWP 33 N, R 2 E, W.M. FOR ISLAND COUNTY PUBLIC WORKS

ISLAND COUNTY
Fakkeema And Kingma, Inc.
CONSULTING ENGINEERING & LAND SURVEYING
12/27/06
SCALE 1"=50'
SHEET NO. 4 OF 7
WASHINGTON 4:55





SURVEYOR'S CERTIFICATE:

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11/09/17

CERTIFICATE NO. 11941

AUDITOR'S CERTIFICATE:

FILED FOR RECORD THIS DAY OF AT IN BOOK OF SURVEYS AT PAGE AT THE REQUEST OF FAKEMA & KINGMA INC. UNDER AUDITOR'S FILE NO. 419,1507

COUNTY AUDITOR

BACK OF

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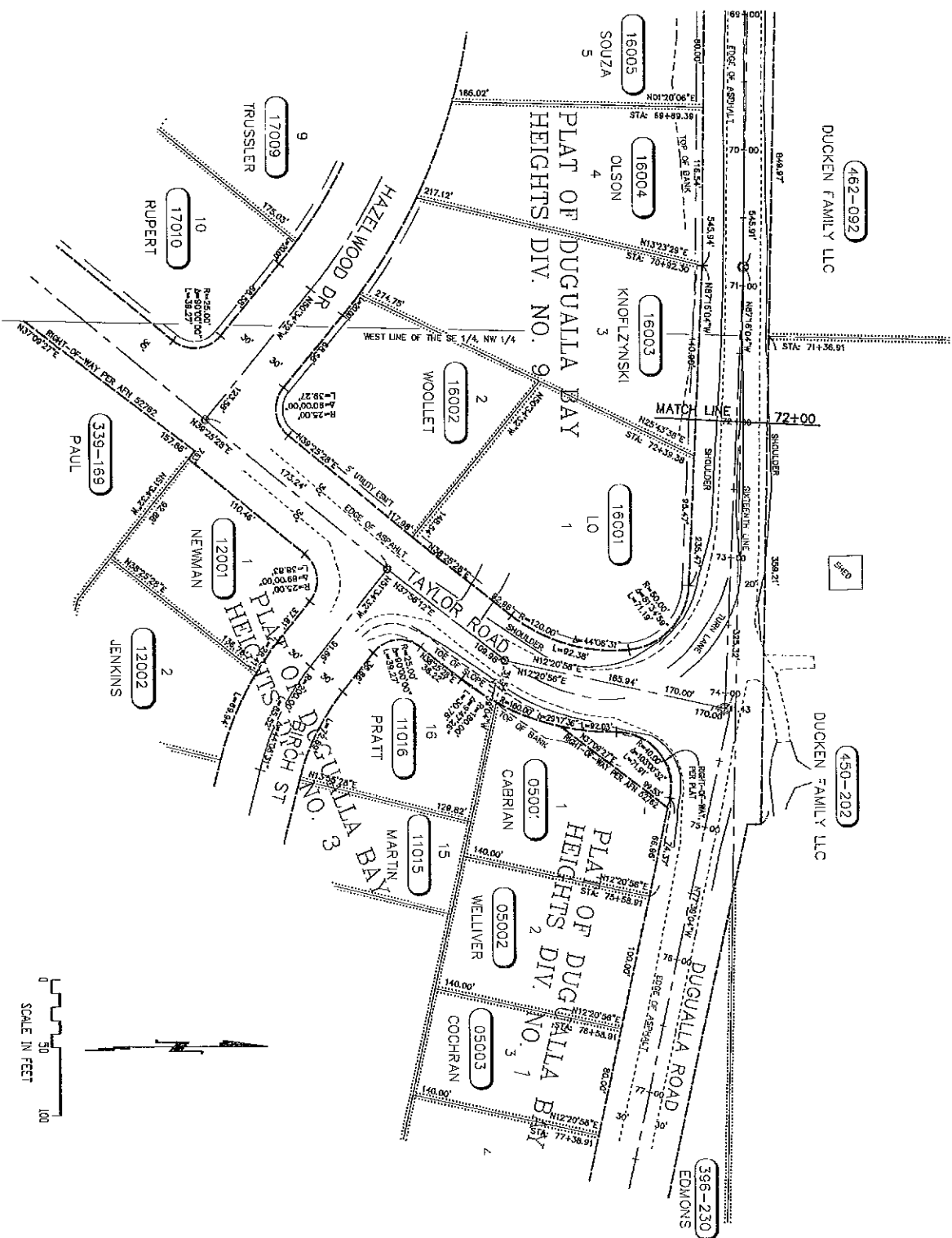
12/27/08

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SURVEYOR'S CERTIFICATE:

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF ISLAND COUNTY PUBLIC WORKS

1/09/07

CERTIFICATE NO. 11944

AUDITOR'S CERTIFICATE:

FILED FOR RECORD THIS DAY OF AT IN BOOK OF SURVEYS AT PAGE AT THE REQUEST OF FAKKELA & KINGMA INC. UNDER AUDITOR'S FILE NO. 4191507

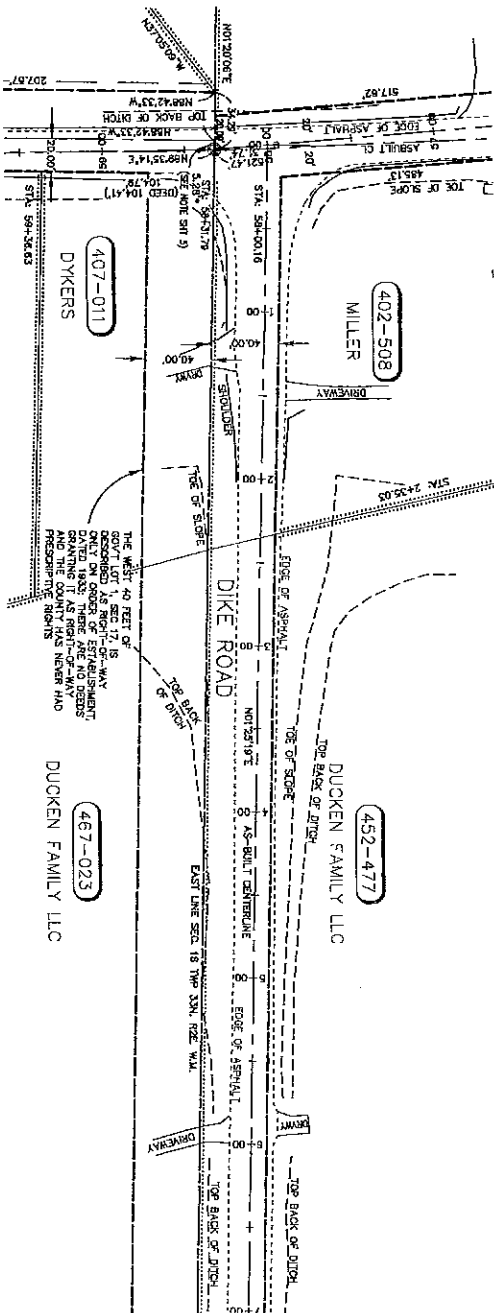
COUNTY AUDITOR

RECORD OF SURVEY MAP OF

A PORTION OF SEC 17 & 18, TWP 33 N, R 2 E, W.M.
FOR ISLAND COUNTY PUBLIC WORKS

ISLAND COUNTY
JULY 1974
12/27/06
F. K. KINGMA AND KINGMA, INC.
CONSULTING ENGINEERING & LAND SURVEYING
1-50' SCALE
SERVING PAGE 4455





0 50 100
SCALE IN FEET

SURVEYOR'S CERTIFICATE:

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN COMPLIANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF ISLAND COUNTY PUBLIC WORKS

1/09/07

CERTIFICATE NO. 11841

AUDITOR'S CERTIFICATE:

FILED FOR RECORD THIS DAY OF AT IN BOOK OF SURVEY AT PAGE AT THE REQUEST OF FAKEMA & KINGMA INC. UNDER AUDITOR'S FILE NO. 4191507

COUNTY AUDITOR

RECORD OF SURVEY MAP OF

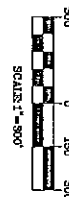
A PORTION OF SEC 17 & 18, TWP 33 N, R 2 E, W.M.
ISLAND COUNTY
FOR ISLAND COUNTY PUBLIC WORKS
WASHINGTON

APPROVED BY ECH DATE JULY 1974
RC/NAV 12/27/06
Fakema and Kingma, Inc.
CONSULTING ENGINEERING & LAND SURVEYING
12/14/06
1-50' OF SURVEY PACE
4455



1/09/07

SHEET NO. 7 OF 7



BASIS OF BEARING

WEST LINE OF SECTION 17 PER PLAT OF DUGALLA BAY HEIGHTS DIV. NO. 9, AS SHOWN

LEGAL DESCRIPTION

THAT PORTION OF THE EAST 840 FEET OF GOVERNMENT LOT 4 AND THAT PORTION OF GOVERNMENT LOT 3, SECTION 17, TOWNSHIP 33 NORTH, RANGE 2 EAST, W.1/2, LYING NORTH AND WEST OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 17;

THENCE S02°27'30"E ALONG THE WEST LINE OF SAID SECTION 17, FOR 124.53 FEET TO THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 4;

THENCE N87°35'12"E ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 4, FOR 454.00 FEET TO THE WEST LINE OF GOVERNMENT LOT 3;

THENCE N04°28'18"E ALONG SAID WEST LINE FOR 200.00 FEET TO THE POINT OF BEGINNING;

THENCE N84°55'32"E FOR 89.18 FEET TO THE EAST LINE OF SAID GOVERNMENT LOT 4;

THENCE N82°50'02"E FOR 482.16 FEET;

THENCE N07°00'15"E TO THE NORTH LINE OF SAID GOVERNMENT LOT 3 AND THE TERMINUS OF SAID LINE.

EXCEPT THAT PORTION OF SECOND CLASS TOWNSHIPS AS CONVEYED BY THE STATE OF WASHINGTON, LOCATED IN FRONT OF GOVERNMENT LOT 4, SECTION 17, TOWNSHIP 33 NORTH, RANGE 2 EAST, W.1/2, LYING EAST OF THE CORNER COMMON TO SECTIONS 7, 8, 17 AND 18, SAID TOWNSHIP 33 NORTH,

TOGETHER WITH SECOND CLASS TOWNSHIPS AS CONVEYED BY THE STATE OF WASHINGTON, LOCATED IN FRONT OF GOVERNMENT LOT 4, SECTION 17, TOWNSHIP 33 NORTH, RANGE 2 EAST, W.1/2, DESCRIBED AS FOLLOWS:

BEGINS AT THE CORNER COMMON TO SECTIONS 7, 8, 17 AND 18, SAID TOWNSHIP 33 NORTH, RANGE 2 EAST, W.1/2;

THENCE NORTH 79°09' EAST A DISTANCE OF 487 FEET;

THENCE NORTH 46° WEST A DISTANCE OF 602 FEET, MORE OR LESS TO THE POINT OF BEGINNING;

THENCE NORTH 46° WEST A DISTANCE OF 602 FEET, MORE OR LESS TO THE POINT OF BEGINNING;

THENCE SOUTH 46° EAST A DISTANCE OF 602 FEET;

THENCE SOUTH 46° EAST A DISTANCE OF 210 FEET;

THENCE NORTH 63°55' WEST A DISTANCE OF 610 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

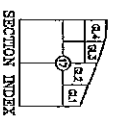
ALSO TOGETHER WITH THAT PORTION OF SECOND CLASS TOWNSHIPS AS CONVEYED BY THE STATE OF WASHINGTON, LOCATED IN FRONT OF GOVERNMENT LOT 4, SECTION 17, TOWNSHIP 33 NORTH, RANGE 2 EAST, W.1/2, DESCRIBED AS FOLLOWS:

BEGINS AT THE CORNER COMMON TO SECTIONS 7, 8, 17 AND 18, TOWNSHIP 33 NORTH, RANGE 2 EAST, W.1/2;

THENCE SOUTH 46° EAST A DISTANCE OF 1088.7 FEET;

THENCE NORTH 46° WEST A DISTANCE OF 487 FEET TO THE TRUE POINT OF BEGINNING OF SAID LINE.

STATE IN ISLAND COUNTY, WASHINGTON.



A PORTION OF GOVERNMENT LOTS 3 AND 4
SECTION 17, TOWNSHIP 33 NORTH, RANGE 2 EAST, W.1/2
ISLAND COUNTY, WASHINGTON

RECORD OF SURVEY

1002

WHOLEY CAYLAND LAND TRUST



A.S.E. & T., INC.
LAND SURVEYING
P.O. BOX 1136
CLATSOP, WA 98236
PHONE (360) 221-8539

DATE: 11-25-09
SCALE: AS SHOWN
SHEET 1 OF 1
LIT NO. 490

SURVEY REFERENCES

DUGALLA BAY HEIGHTS DIV. NO. 9, VOL. 11, PG. 57.
BOUNDARY LINE ADJUSTMENT RECORDED UNDER AF#424328

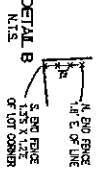
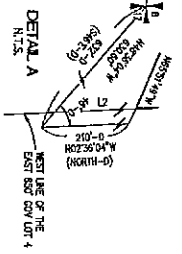
NOTES

1. THE METHOD OF SURVEY WAS FIELD TRAVERSE WITH A 5" TOTAL STATION.
2. THE LINEAR AND ANGULAR CLOSURE OF THIS SURVEY MEETS OR EXCEEDS THE STANDARDS SET FORTH IN W.A.C. 325-10-050.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. IT DOES NOT SHOW ANY EASEMENTS OR RESTRICTIONS OF RECORD.
4. NORTHERLY TOWNSHIPS NOT DETERMINED FOR THIS SURVEY.
5. THE NORTHERLY LIMITS OF GOVERNMENT LOTS 3 & 4 NOT DETERMINED FOR THIS SURVEY.

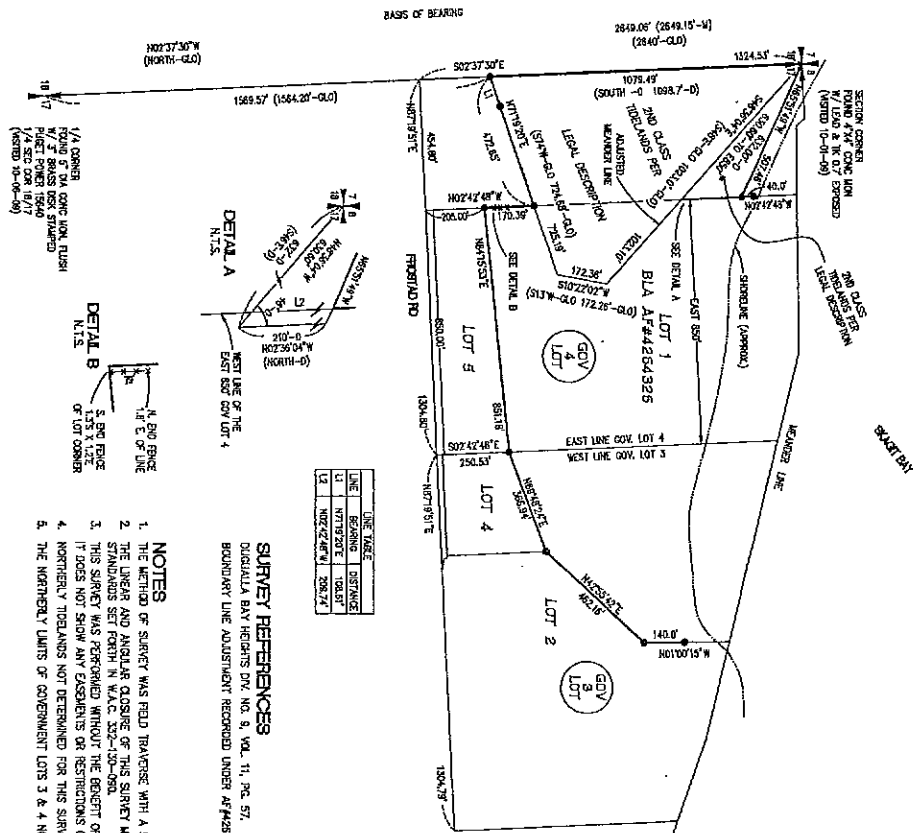
LEGEND

- SET 1/2 X 24" REDON AND YELLOW PLASTIC CAP STAMPED "32432".
- X = MEASURED
- GO = GOVERNMENT LAND OFFICE BEARING AND OR DISTANCE
- D = BEARING OR DISTANCE PER LEGAL DESCRIPTION

LINE	BEARING	DISTANCE
1	N79°20'E	100.07
2	N02°24'48"E	208.74



1/4 CORNER
FOOT OF THE CORNER, TUSH
W.1/2 BOUNDARY STAMPED
1/4 SEC 17, T.33N, R.2E
(vested 10-04-09)



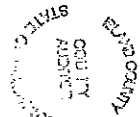
12/09/2009 11:52:38 AM
Island County Auditor
4294682

AUDITOR'S FILE NO. 4294682

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 3 DAY OF December 2009
AT 11:52 AM IN BOOK 1002 OF SURVEYS AT PAGE 1
AT THE REQUEST OF JACK W. TUBERN
COUNTY AUDITOR

by [Signature]
COUNTY AUDITOR



THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION
IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE
REQUEST OF WHOLEY CAYLAND LAND TRUST IN NOVEMBER, 2009.

CERTIFICATE NO. 32432



Return Address:

Puget Sound Energy Inc
PO Box 97034
Bellevue Wa
98009-9734
M/S ESTOEN
DORLAND

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)

1. Easement 2. _____
3. _____ 4. _____

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document

Grantor(s) Exactly as name(s) appear on document

1. Lawrence H. & Doris Dykers _____
2. _____

Additional names on page _____ of document.

Grantee(s) Exactly as name(s) appear on document

1. Puget Sound Energy, Inc. _____
2. _____

Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

NW NW Sec 17, Twn 33 N, Rng 2 E

Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number

☐ Assessor Tax # not yet

assigned R 23317-409-0230 and R23317-425-0400

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

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

Sail G. Dorland

Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements



RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: ROW Department
1660 Park Lane
Burlington, WA 98233
K. McGill

ORIGINAL

EASEMENT

REFERENCE #:

GRANTOR: **DYKERS, LAWRENCE H & DORIS**
GRANTEE: **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **PTN: SEC 17; TOWNSHIP 33 NORTH; RANGE 02 EAST**
ASSESSOR'S PROPERTY TAX PARCEL: **R23318-409-0230; R23317-425-0400**

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **LAWRENCE H. & DORIS DYKERS, HUSBAND AND WIFE** ("Grantor" herein), hereby conveys and warrants to **PUGET SOUND ENERGY, INC.**, a Washington Corporation ("Grantee" herein), for the purposes hereinafter set forth, a nonexclusive perpetual easement over, under, along across and through the following described real property ("Property" herein) in **ISLAND** County, Washington:

SEE EXHIBIT 'A' ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

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

SEE EXHIBIT 'B' ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

1. Purpose. Grantee shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, and enlarge one or more utility systems for purposes of transmission, distribution and sale of electricity. Such systems may include, but are not limited to:

a. **Overhead facilities.** Poles, towers and other support structures with crossarms, braces, guys and anchors; electric transmission and distribution lines; fiber optic cable and other lines, cables and facilities for communications; transformers, street lights, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing; and.

b. **Underground facilities.** Conduits, lines, cables, vaults, switches and transformers for electricity; fiber optic cable and other lines, cables and facilities for communications; semi-buried or ground-mounted facilities and pads, manholes, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

Following the initial construction of all or a portion of its systems, Grantee may, from time to time, construct such additional facilities as it may require for such systems. Grantee shall have the right of access to the Easement Area over and across the Property to enable Grantee to exercise its rights hereunder. Grantee shall compensate Grantor for any damage to the Property caused by the exercise of such right of access by Grantee.

2. Easement Area Clearing and Maintenance. Grantee shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. Grantee shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

3. Trees Outside Easement Area. Grantee shall have the right to cut, trim, remove and dispose of any trees located on the Property outside the Easement Area that could, in Grantee's sole judgment, interfere with or create a hazard to Grantee's systems. Grantee shall, prior to the exercise of such right, identify such trees and make a reasonable effort to give Grantor prior notice that such trees will be cut, trimmed, removed or disposed of (except that Grantee shall have no obligation to identify such trees or give Grantor such prior notice when trees are cut, trimmed, removed or otherwise disposed of in response to emergency conditions). Grantor shall be entitled to no compensation for trees cut, trimmed, removed or disposed of except for the actual market value of merchantable timber (if any) cut and removed from the Property by Grantee.

4. Grantor's Use of Easement Area. Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Grantor shall not construct or maintain any buildings, structures or other objects on the Easement Area and Grantor shall do no blasting within 300 feet of Grantee's facilities without Grantee's prior written consent.

5. **Indemnity.** Grantee agrees to indemnify Grantor from and against liability incurred by Grantor as a result of Grantee's negligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor or the negligence of others.

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

7. **Successors and Assigns.** Grantee shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

DATED this 17 day of September, 2010.

GRANTOR:

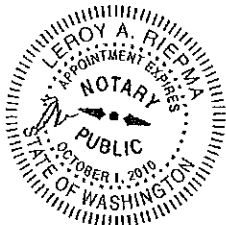
BY: Doreen Wardenaar, Personal Representative for Lawrence H. Dykers
Doreen Wardenaar, Personal Representative for Lawrence H. Dykers

BY: Doris Dykers
DORIS DYKERS

STATE OF WASHINGTON)
COUNTY OF Island) SS

On this 17 day of September, 2010, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DORIS DYKERS, to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.



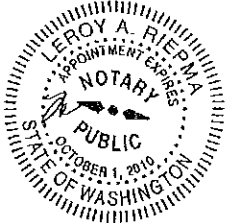
Leroy A. Riepma
(Signature of Notary)

Leroy A. Riepma
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of
Washington, residing at Oak Harbor
My Appointment Expires: 10-1-10

STATE OF WASHINGTON)
COUNTY OF Island) SS

I certify that I know or have satisfactory evidence that Doreen Wardenaar is the person who appeared before me, and said person acknowledged that she is authorized to execute the instrument and acknowledged as Personal Representative of Lawrence H. Dykers to be the free and voluntary act of such party for the uses and purposes therein mentioned in this instrument.



Leroy A. Riepma
(Signature of Notary)

Leroy A. Riepma
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of
Washington, residing at Oak Harbor
My Appointment Expires: 10-1-10



EXHIBIT 'A'

THAT PORTION OF GOVERNMENT LOT 4 IN SECTION 17, TOWNSHIP 33 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 850 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 4 AND RUNNING THENCE WEST 455 FEET TO THE SOUTHWEST CORNER OF SAID LOT 4; THENCE NORTH 236.9 FEET TO THE MEANDER CORNER ON THE LINE DIVIDING SECTIONS 17 & 18 IN SAID TOWNSHIP 33 NORTH, RANGE 2 EAST; THENCE NORTHEASTERLY ALONG THE MEANDER LINE IN SAID LOT 4 TO A POINT DUE NORTH ON THE POINT OF BEGINNING; THENCE DUE SOUTH TO THE POINT OF BEGINNING.



EXHIBIT 'B'

An EASEMENT for Overhead Electric Transmission Lines, situate in Whidbey Island, Island County, State of Washington, being a portion of Government Lot 4 in the Northwest Quarter of the Northwest Quarter of Section 17, Township 33 North, Range 2 East, Willamette Meridian, described as follows:

A strip-of-land tapering from 7.00 feet to 0.00 feet in width, the perimeter boundaries of which are described as follows:

Beginning at a point on the North line of that certain 9.71-foot strip-of-land conveyed by Lawrence H. Dykers and Doris Dykers to Island County for Public Right-of-Way for Frostad Road, as described in Deed recorded under Island County Auditor's File No. 4264960, said point being the TRUE POINT OF BEGINNING of the herein described strip-of-land;
THENCE, along the West line of the East 1060.00 feet of said Government Lot 4, North 01°14'47" East 7.00 feet;
THENCE, leaving said West line, South 85°27'08" East 123.20 feet;
THENCE, along said North Right-of-Way line of Frostad Road as described in Auditor's File No. 4264960, parallel with and 29.71 feet North from the South line of said Government Lot 4, North 88°42'33" West 123.00 feet, to the True Point of Beginning.

The above-described perimeter boundaries encompass approximately 430 square feet, more or less.

im Deed

Quit Claim Deed

Dollars
of laying out and establishing a public road through
shred, convey & release & quit-claim to the
Public forever, as a public road and highway, all in-

fact, cords being 20 feet on
springing at a point 166 feet
from the corner of the
road 25° 55' W. to the West
of said corner.

A. D. 1941.

J. E. Anderson

53.763

The grantor, herein *J. E. Anderson*

for the consideration of *Three Dollars* Dollars
and also of benefits to accrue to *the public* by reason of laying out and establishing a public road through
shred property, and which is hereafter described, convey & release & quit-claim to the
County of Island, State of Washington, for use of the Public forever, as a public road and highway, all in-
terest in the following described real estate, viz:

A strip of land 20 feet wide off the North boundary
of *lot 11* and 3, *Sec. 17, Twp. 33 N. R. 26 E.* beginning at the
Northeast corner of said *lot 11* and running thence East
166 feet.

A strip of land 20 feet wide off the North boundary of
the *SE 1/4* of *sec. 17, Twp. 33 N. R. 26 E.* beginning at the
Northeast corner of said *lot 11* and running thence
East 340 feet

Wherein said *land* shall have the right to make an
easement over and pass along the right of way
situated in the County of Island, State of Washington.

Dated this *24th* day of *March*, A. D. 1941

WITNESSES:

J. E. Anderson

STATE OF WASHINGTON, ss.

Vol 35 of D. / 13 351

EXCISE TAX EXEMPT

DEC 9 - 2009

LINDA E. RIFFE
ISLAND COUNTY TREASURER

After recording, return to
Island County Public Works
Attn: Kelly Diefert/Mary Martin

Project: Frostad Road Improvements
W.O. # 209: CRP # 96-06A
Parcel No.: R23317-425-0400
Sec 17., Twp. 33 North, Rge. 2 East W.M.
OWNER: DYKERS

- * **DOCUMENT TITLE:** QUITCLAIM DEED
- * **Reference Numbers of Documents Assigned or Released:**
[on page N/A of document(s)] # N/A
- * **GRANTORS / Borrower (Last Name, First Name Initials):**
☐ OTHER
1. DYKERS, LAWRENCE H.
2. DYKERS, DORIS
3. _____
4. _____
5. ☐ ADDITIONAL NAMES ON PAGE N/A OF DOCUMENT.
- * **GRANTEE / Assignee / Beneficiary: (Last Name, First Name Initials):**
☐ OTHER
1. ISLAND COUNTY
2. ☐ ADDITIONAL NAMES ON PAGE N/A OF DOCUMENT.
- * **LEGAL DESCRIPTION:**
[abbreviated: i.e. Lot, Block, Plat or Section, Township, Range]
Section: 17, Township: 33 North, Range: 2 East, W.M.
LOT N/A BLOCK N/A PLAT N/A DIV N/A
X ADDITIONAL LEGAL IS ON PAGE 7 OF DOCUMENT.
- * **Assessor's Tax Parcel ID #:** R23317-425-0400 a portion of

Project: Frostad Road Improvements
W.O. # 209: CRP # 96-06A
Parcel No.: R23317-425-0400
Sec 17, Twp. 33 North, Rge. 2 East W.M.
OWNER: DYKERS

QUITCLAIM DEED

The GRANTORS, **LAWRENCE H. DYKERS and DORIS DYKERS, husband and wife**, for and in consideration of Three Thousand Eight Hundred Ninety Three And No/100 Dollars (\$3,893.00) [For 2,038(+/-) Square Feet Of Land], Three Thousand Six Hundred Fifty And No/100 Dollars (\$3,650.00) [For Improvements], And Two Thousand Five Hundred Twenty And No/100 Dollars (\$2,520.00) [For Administrative Settlement], and also of benefits to accrue to them by reason of laying out and establishing a public road through their property, convey and quitclaim to GRANTEE, **ISLAND COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON**, for use of the Public forever, as a public road and highway, all interest, including any hereinafter acquired title, in the following described real estate, situated in Island County, Washington, to the same extent and purpose as if the rights herein granted had been acquired under the Eminent Domain Statutes of the State of Washington.

Legal description: See the Attached Schedule "A" - Page 5 of 6

SEE MAP – Page 6

Island County Assessor's Parcel No.: a Ptn. of R23317-425-0400

It is understood and agreed that delivery of this QUITCLAIM DEED Document is hereby tendered and that the terms and obligations hereof shall not become binding upon the Grantee unless and until accepted and approved hereon in writing for the Grantee by the Board of County Commissioners of Island County, State of Washington.

12/09/2009 09:51:45 AM
Recording Fee \$89.00 Page 2 of 8
Quit Claim Deed
Island County Washington

4264960



Project: Frostad Road Improvements
W.O. # 209: CRP # 96-06A
Parcel No.: R23317-425-0400
Sec 17, Twp. 33 North, Rge. 2 East W.M.
OWNER: DYKERS

GRANTORS:

Doris Dykers
Doris Dykers

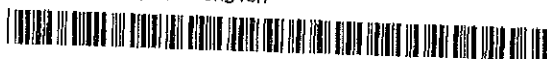
11/03/09
Date

Doreen Wardenaar
Doreen Wardenaar, Personal Representative for
Lawrence H. Dykers

11/03/09
Date

12/09/2009 09:51:45 AM
Recording Fee \$69.00 Page 3 of 8
Quit Claim Deed
Island County Washington

4264960



Project: Frostad Road Improvements
W.O. # 209: CRP # 96-06A
Parcel No.: R23317-425-0400
Sec 17, Twp. 33 North, Rge. 2 East W.M.
OWNER: DYKERS

THIS QUIT CLAIM DEED IS ACCEPTED AND APPROVED BY THE ISLAND
COUNTY BOARD OF COMMISSIONERS THIS

23 day of NOVEMBER, 2009.

John Dean
John Dean, Chairman

Helen Price Johnson
Helen Price Johnson, Member

Angie Homola
Angie Homola, Member

ATTEST: Elaine Marlow
Elaine Marlow, Clerk of the Board



Project: Frostad Road Improvements
W.O. # 209: CRP # 96-06A
Parcel No.: R23317-425-0400
Sec 17, Twp. 33 North, Rge. 2 East W.M.
OWNER: DYKERS

INDIVIDUAL ACKNOWLEDGMENT

State of Washington)
County of KING)

On the 3RD day of NOVEMBER, 2009, before me, a Notary Public in and
for the State of Washington, duly commissioned and sworn, personally appeared before me
NORIS DYKERS to me known to be the individual(s)
described in and who executed the foregoing instrument, and acknowledged they signed and sealed the same as
their free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed the day and year last above written.

Notary Seal

Notary Public
State of Washington
MAT HARRIS
MY COMMISSION EXPIRES
September 05, 2012

Mat Harris
Notary Public in and for the State of Washington,
Residing at SEATTLE

My Appointment expires 9.05.2012

MAT HARRIS
Printed Name of Notary Public



Project: Frostad Road Improvements
W.O. # 209: CRP # 96-06A
Parcel No.: R23317-425-0400
Sec 17, Twp. 33 North, Rge. 2 East W.M.
OWNER: DYKERS

REPRESENTATIVE ACKNOWLEDGMENT

State of Washington)
County of KING)

I certify that I know or have satisfactory evidence that NOREEN L. JARNENAAR is/are the person who appeared before me, and said person (s) acknowledged that he/she/they are authorized to execute the instrument and acknowledged as PERSONAL REPRESENTATIVE of LAWRENCE H. DYKERS to be the free and voluntary act of such party for the uses and purposes therein mentioned in this instrument.

Dated 9.03.2009

Notary Seal

Notary Public
State of Washington
MAT HARRIS
MY COMMISSION EXPIRES
September 05, 2012

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

My Appointment expires 9.05.2012

MAT HARRIS
Printed Name of Notary Public



Project: Frostad Road Improvements
W.O. # 209: CRP # 96-06A
Parcel No.: R23317-425-0400
Sec 17, Twp. 33 North, Rge. 2 East W.M.
OWNER: DYKERS

SCHEDULE "A"

NEW COUNTY RIGHT-OF-WAY DESCRIPTION:

The South 9.71 feet of that portion of Government Lot 4 in Section 17, Township 33 North, Range 2 East of the Willamette Meridian, described as follows:

Beginning at a point 850 feet west of the southeast corner of said Lot 4 and running thence west 455 feet to the southwest corner of said Lot 4;
thence North 236.9 feet to the meander corner on the line dividing Sections 17 and 18 in said Township 33N, Range 2 E;
thence northeasterly along the meander line in said Lot 4 to a point due north of the point of beginning;
thence due south to the point of beginning.

Containing 2,038 Square Feet

EXCEPT County Road.

Situated in Island County, Washington.

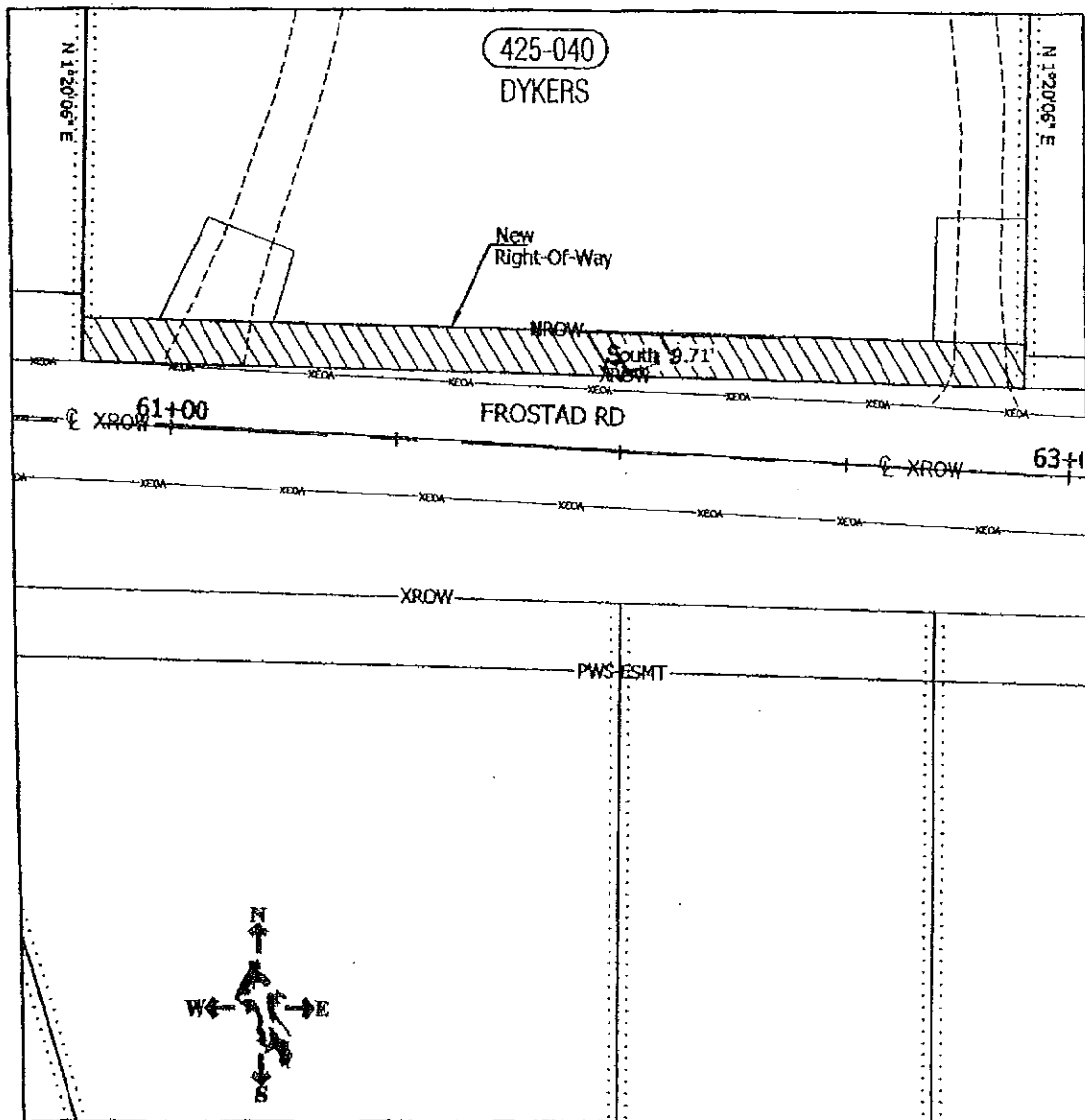
- END OF SCHEDULE "A" -



Project: Frostad Road Improvements
W.O. # 209: CRP # 96-06A
Parcel No.: R23317-425-0400
Sec 17, Twp. 33 North, Rge. 2 East W.M.
OWNER: DYKERS

MAP OF SITE

DO NOT USE AS A LEGAL DOCUMENT - ACCURACY NOT GUARANTEED



425-040
QCD

September 29, 2008
9/29/2008 4:05 PM

Page 8 of 8

12/09/2009 09:51:45 AM
Recording Fee \$89.00 Page 8 of 8
Quit Claim Deed
Island County Washington

4264960



Vault - Ref
Doclet
Assessor
slip
CRP

EXCISE TAX EXEMPT

DEC 9 - 2009

LINDA E. RIFFE
ISLAND COUNTY TREASURER

This is a re-record to correct legal description

After recording, return to:
Island County Public Works
Attn: Kelly Diefer/Mary Martin

Project: Frostad Road Improvements
W.O. # 209: CRP # 96-06A
Parcel No.: R23317-409-0230
Sec 17., Twp. 33 North, Rge. 2 East W.M.
OWNER: DYKERS

- * DOCUMENT TITLE: QUITCLAIM DEED
- * Reference Numbers of Documents Assigned or Released:
[on page N/A of document(s)] # N/A
- * GRANTORS / Borrower (Last Name, First Name Initials):
☐ OTHER
1. DYKERS, LAWRENCE H.
2. DYKERS, DORIS
3. _____
4. _____
5. ☐ ADDITIONAL NAMES ON PAGE N/A OF DOCUMENT.
- * GRANTEE / Assignee / Beneficiary: (Last Name, First Name Initials):
☐ OTHER
1. ISLAND COUNTY
2. ☐ ADDITIONAL NAMES ON PAGE N/A OF DOCUMENT.
- * LEGAL DESCRIPTION:
[abbreviated: i.e. Lot, Block, Plat or Section, Township, Range]
Section: 17, Township: 33 North, Range: 2 East, W.M.
LOT N/A BLOCK N/A PLAT N/A DIV N/A
X ADDITIONAL LEGAL IS ON PAGE 7 6 OF DOCUMENT.
- * Assessor's Tax Parcel ID #: R23317-409-0230 a portion of

re-record to correct ~~parcel~~
legal description

409-023
QCD

September 29, 2008
9/29/2008 4:05 PM

Page 1 of 7

12/09/2009 09:51:45 AM

06/14/2012 03:19:10 PM
Recording Fee \$69.00 Page 1 of 8
Quit Claim Deed
Island County Washington

4317331

4264961

588705 7975 #6/14/2012 10.00*



Project: Frostad Road Improvements
W.O. # 209: CRP # 96-06A
Parcel No.: R23317-409-0230
Sec 17, Twp. 33 North, Rge. 2 East W.M.
OWNER: DYKERS

QUITCLAIM DEED

The GRANTORS, *LAWRENCE H. DYKERS and DORIS DYKERS, husband and wife*, for and in consideration of Eight Thousand Nine Hundred Fifteen And No/100 Dollars (\$8,915) [For 2,286 (+/-) Square Feet Of Land], and also of benefits to accrue to them by reason of laying out and establishing a public road through their property, convey and quitclaim to GRANTEE, *ISLAND COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON*, for use of the Public forever, as a public road and highway, all interest, including any hereinafter acquired title, in the following described real estate, situated in Island County, Washington, to the same extent and purpose as if the rights herein granted had been acquired under the Eminent Domain Statutes of the State of Washington.

Legal description: See the Attached Schedule "A" - Page 5 of 6

SEE MAP - Page 6

Island County Assessor's Parcel No.: a Ptn. of R23317-409-0230
a portion of

It is understood and agreed that delivery of this QUITCLAIM DEED Document is hereby tendered and that the terms and obligations hereof shall not become binding upon the Grantee unless and until accepted and approved hereon in writing for the Grantee by the Board of County Commissioners of Island County, State of Washington.

GRANTORS:

Doris Dykers
Doris Dykers

11/03/09
Date

Doreen Wardenaar
Doreen Wardenaar, Personal Representative for
Lawrence H. Dykers

11/03/09
Date

Project: Frostad Road Improvements
W.O. # 209: CRP # 96-06A
Parcel No.: R23317-409-0230
Sec 17, Twp. 33 North, Rge. 2 East W.M.
OWNER: DYKERS

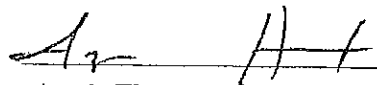
THIS QUIT CLAIM DEED IS ACCEPTED AND APPROVED BY THE ISLAND

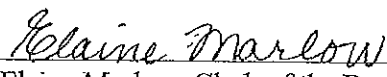
COUNTY BOARD OF COMMISSIONERS THIS

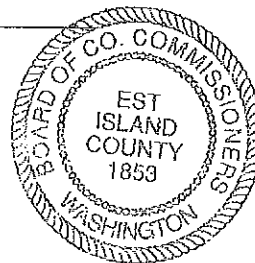
23 day of NOVEMBER, 2009.


John Dean, Chairman


Helen Price Johnson, Member


Angie Homola, Member

ATTEST: 
Elaine Marlow, Clerk of the Board



Project: Frostad Road Improvements
W.O. # 209: CRP # 96-06A
Parcel No.: R23317-409-0230
Sec 17, Twp. 33 North, Rge. 2 East W.M.
OWNER: DYKERS

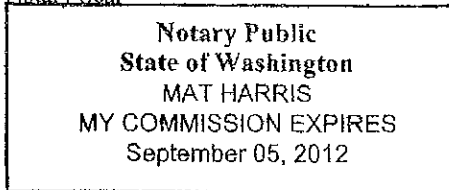
INDIVIDUAL ACKNOWLEDGMENT

State of Washington)
County of KING) ss

On the 3rd day of NOVEMBER, 2009, before me, a Notary Public in and
for the State of Washington, duly commissioned and sworn, personally appeared before me
NORIS DYKERS to me known to be the individual(s)
described in and who executed the foregoing instrument, and acknowledged they signed and sealed the same as
their free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed the day and year last above written.

Notary Seal



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

My Appointment expires 9.05.2012

MAT HARRIS
Printed Name of Notary Public

Project: Frostad Road Improvements
W.O. # 209: CRP # 96-06A
Parcel No.: R23317-409-0230
Sec 17, Twp. 33 North, Rge. 2 East W.M.
OWNER: DYKERS

REPRESENTATIVE ACKNOWLEDGMENT

State of Washington)
County of KING) ss

I certify that I know or have satisfactory evidence that DOREEN G. JARDEN/AAR is/are the person who appeared before me, and said person (s) acknowledged that he/she/they are authorized to execute the instrument and acknowledged as PERSONAL REPRESENTATIVE of LAWRENCE H. NYKERS to be the free and voluntary act of such party for the uses and purposes therein mentioned in this instrument.

Dated 11.03.2009

Notary Seal

Notary Public
State of Washington
MAT HARRIS
MY COMMISSION EXPIRES
September 05, 2012

Notary Public in and for the State of Washington,
Residing at SEATTLE

My Appointment expires 9.05.2012

Printed Name of Notary Public

Project: Frostad Road Improvements
 W.O. # 209: CRP # 96-06A
 Parcel No.: R23317-409-0230
 Sec 17, Twp. 33 North, Rge. 2 East W.M.
 OWNER: DYKERS

SCHEDULE "A"

NEW COUNTY RIGHT-OF-WAY DESCRIPTION:

A portion of Government Lot 4, Section 17, Township 33 North, Range 2 East of the Willamette Meridian:

Commencing at the W ¼ Corner of Sec. 17, Twp. 33 North, Range 2 East of the Willamette Meridian, thence;

North 01°20'06" East a distance of 1,329.81 feet;
 thence N 89°35'14" E a distance of 104.84 feet, *D.D.*
 thence N 01°20'07" E a distance of 11.61 feet, being the True Point of Beginning; *D.D.*
 thence N 01°20'07" E a distance of 17.20 feet to the beginning of a curve to the south *D.D.*
 having a radius of 2,378 feet through a central angle of 01°47'11", an arc distance of 74.14 feet;
Bearing S 0°59'48" D.D.
 thence S 87°13'04" E a distance of 65.89 feet;
 thence S 01°20'06" W a distance of 14.71 feet;
 thence N 88°42'33" W a distance of 140.00 feet, to the True Point of Beginning

Located on a portion of the following described parcel:

Beginning at a point on the north boundary of the County Road 1200 feet west of the Southeast corner of Government Lot 4, Section 17, Township 33 North, Range 2 E. W.M:

thence North 01°11'09" W 262.09 feet to the meander line;
 thence North 73°55'50" E along the meander line to appoint due north of a point 140 east of the point of beginning;
 Thence west to the point of beginning;

EXCEPTING an easement for road purposes in the existing road leading from county road across the above described property to the dwelling house of the seller.

The seller expressly reserves the right to draw such water as he may need from the existing springs on the above described property.

EXCEPT County Road

Containing 2,286 square feet.

Situated in Island County, Washington

- END OF SCHEDULE "A" -

Project: Frostad Road Improvements
 W.O. # 209: CRP # 96-06A
 Parcel No.: R23317-409-0230
 Sec 17, Twp. 33 North, Rge. 2 East W.M.
 OWNER: DYKERS

SCHEDULE "A"

NEW COUNTY RIGHT-OF-WAY DESCRIPTION:

A portion of Government Lot 4, Section 17, Township 33 North, Range 2 East of the Willamette Meridian:

Commencing at the W $\frac{1}{4}$ Corner of Sec. 17, Twp. 33 North, Range 2 East of the Willamette Meridian, thence;

North $01^{\circ}20'06''$ East a distance of 1,329.81 feet;
 thence N $89^{\circ}35'14''$ E a distance of 104.84 feet,
 thence N $01^{\circ}20'07''$ E a distance of 11.61 feet, being the True Point of Beginning;
 thence N $01^{\circ}20'07''$ E a distance of 17.20 feet to the beginning of a curve to the south having a radius of 2,378 feet through a central angle of $01^{\circ}47'11''$, an arc distance of 74.14 feet;
 thence S $87^{\circ}13'04''$ E a distance of 65.89 feet;
 thence S $01^{\circ}20'06''$ W a distance of 14.71 feet;
 thence N $88^{\circ}42'33''$ W a distance of 140.00 feet, to the True Point of Beginning

Located on a portion of the following described parcel:

Beginning at a point on the north boundary of the County Road 1200 feet west of the Southeast corner of Government Lot 4, Section 17, Township 33 North, Range 2 E. W.M:

thence North $01^{\circ}11'09''$ W 262.09 feet to the meander line;
 thence North $73^{\circ}55'50''$ E along the meander line to appoint due north of a point 140 east of the point of beginning;

Thence west to the point of beginning;

EXCEPTING an easement for road purposes in the existing road leading from county road across the above described property to the dwelling house of the seller.

The seller expressly reserves the right to draw such water as he may need from the existing springs on the above described property.

EXCEPT County Road

Containing 2,286 square feet.

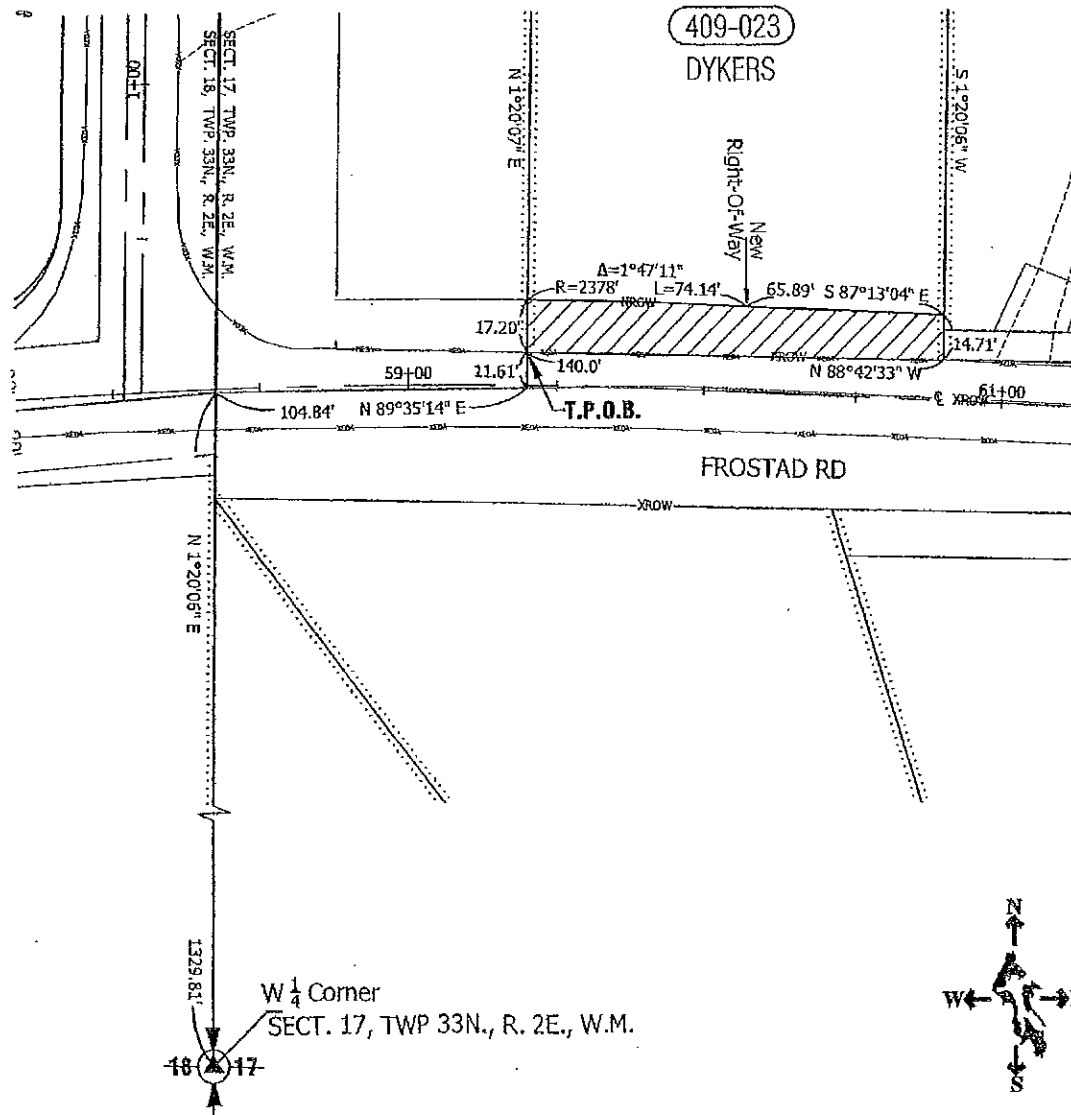
Situated in Island County, Washington

- END OF SCHEDULE "A" -

Project: Frostad Road Improvements
 W.O. # 209: CRP # 96-06A
 Parcel No.: R23317-409-0230
 Sec 17, Twp. 33 North, Rge. 2 East W.M.
 OWNER: DYKERS

MAP OF SITE

DO NOT USE AS A LEGAL DOCUMENT -- ACCURACY NOT GUARANTEED



12/09/2009 09:51:45 AM
06/14/2012 03:19:10 PM
Recording Fee \$69.00 Page 1 of 8
Quit Claim Deed
Island County Washington

4317332

4264962

Valet-
Ref Del
Annen
Ship
CRP



EXCISE TAX EXEMPT

DEC 9 - 2009

LINDA E. RIFFE
ISLAND COUNTY TREASURER

re-record to correct ~~part~~ legal description

This is a re-record to correct legal description

After recording, return to
Island County Public Works
Attn: Kelly Diefert/Mary Marlin

Project: Frostad Road Improvements
W.O. # 209: CRP # 96-06A
Parcel No.: R23317-407-0110
Sec 17., Twp. 33 North, Rge. 2 East W.M.
OWNER: DYKERS

- * DOCUMENT TITLE: QUITCLAIM DEED
- * Reference Numbers of Documents Assigned or Released:
[on page N/A of document(s)] # N/A
- * GRANTORS / Borrower (Last Name, First Name Initials):
☐ OTHER
1. DYKERS, LAWRENCE H.
2. DYKERS, DORIS
3. _____
4. _____
5. ☐ ADDITIONAL NAMES ON PAGE N/A OF DOCUMENT.
- * GRANTEE / Assignee / Beneficiary: (Last Name, First Name Initials):
☐ OTHER
1. ISLAND COUNTY
2. ☐ ADDITIONAL NAMES ON PAGE N/A OF DOCUMENT.
- * LEGAL DESCRIPTION:
[abbreviated: i.e. Lot, Block, Plat or Section, Township, Range]
Section: 17, Township: 33 North, Range: 2 East, W.M.
LOT N/A BLOCK N/A PLAT N/A DIV N/A
X ADDITIONAL LEGAL IS ON PAGE 7 6 OF DOCUMENT.
- * Assessor's Tax Parcel ID #: R23317-407-0110 a portion of

Project: Frostad Road Improvements
 W.O. # 209; CRP # 96-06A
 Parcel No.: R23317-407-0110
 Sec 17, Twp. 33 North, Rge. 2 East W.M.
 OWNER: DYKERS

QUITCLAIM DEED

The GRANTORS, **LAWRENCE H. DYKERS and DORIS DYKERS**, husband and wife, for and in consideration of **Six Thousand Twenty Two And No/100 Dollars, (\$6,022) [For 1,085 (+/-) Square Feet Of Land]**, and also of benefits to accrue to them by reason of laying out and establishing a public road through their property, convey and quitclaim to GRANTEE, **ISLAND COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON**, for use of the Public forever, as a public road and highway, all interest, including any hereinafter acquired title, in the following described real estate, situated in Island County, Washington, to the same extent and purpose as if the rights herein granted had been acquired under the Eminent Domain Statutes of the State of Washington.

Legal description: See the Attached Schedule "A" - Page 5 of 6

SEE MAP - Page 6

Island County Assessor's Parcel No.: a Ptn. of R23317-407-0110
a portion of

It is understood and agreed that delivery of this QUITCLAIM DEED Document is hereby tendered and that the terms and obligations hereof shall not become binding upon the Grantee unless and until accepted and approved hereon in writing for the Grantee by the Board of County Commissioners of Island County, State of Washington.

GRANTORS:

Doris Dykers
 Doris Dykers

11/03/09
 Date

Doreen Wardenaar
 Doreen Wardenaar, Personal Representative for
 Lawrence H. Dykers

11/03/09
 Date

Project: Frostad Road Improvements
W.O. # 209: CRP # 96-06A
Parcel No.: R23317-407-0110
Sec 17, Twp. 33 North, Rge. 2 East W.M.
OWNER: DYKERS

THIS QUIT CLAIM DEED IS ACCEPTED AND APPROVED BY THE ISLAND

COUNTY BOARD OF COMMISSIONERS THIS

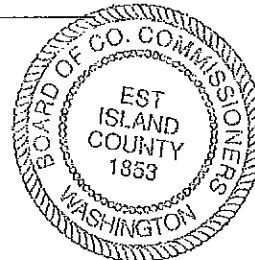
23 day of NOVEMBER, 2009.

John Dean
John Dean, Chairman

Helen Price Johnson
Helen Price Johnson, Member

Angie Homola
Angie Homola, Member

ATTEST: Elaine Marlow
Elaine Marlow, Clerk of the Board



Project: Frostad Road Improvements
W.O. # 209: CRP # 96-06A
Parcel No.: R23317-407-0110
Sec 17, Twp. 33 North, Rge. 2 East W.M.
OWNER: DYKERS

INDIVIDUAL ACKNOWLEDGMENT

State of Washington) ss
County of KING)

On the 3rd day of NOVEMBER, 2009, before me, a Notary Public in and
for the State of Washington, duly commissioned and sworn, personally appeared before me
NORIS DYKERS to me known to be the individual(s)
described in and who executed the foregoing instrument, and acknowledged they signed and sealed the same as
their free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed the day and year last above written.

Notary Seal

Notary Public
State of Washington
MAT HARRIS
MY COMMISSION EXPIRES
September 05, 2012

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

MAT HARRIS

Printed Name of Notary Public

My Appointment expires 9.05.2012

Project: Frostad Road Improvements
W.O. # 209: CRP # 96-06A
Parcel No.: R23317-407-0110
Sec 17, Twp. 33 North, Rge. 2 East W.M.
OWNER: DYKERS

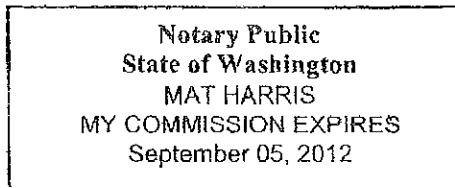
REPRESENTATIVE ACKNOWLEDGMENT

State of Washington)
County of KING)^{ss}

I certify that I know or have satisfactory evidence that NOREEN W. JARRENAAR is/are the person who appeared before me, and said person (s) acknowledged that he/she/they are authorized to execute the instrument and acknowledged as PERSONAL REPRESENTATIVE of LAWRENCE H. DYKERS to be the free and voluntary act of such party for the uses and purposes therein mentioned in this instrument.

Dated 11.9.2009

Notary Seal



Mat Harris
Notary Public in and for the State of Washington,
Residing at SEATTLE

My Appointment expires 9.05.2012

MAT HARRIS
Printed Name of Notary Public

Project: Frostad Road Improvements
 W.O. # 209: CRP # 96-06A
 Parcel No.: R23317-407-0110
 Sec 17, Twp. 33 North, Rge. 2 East W.M.
 OWNER: DYKERS

SCHEDULE "A"

NEW COUNTY RIGHT-OF-WAY DESCRIPTION:

A strip of land in Government Lot 4 in Section 17, Township 33 North, Range 2 East of the Willamette Meridian, Island County Washington, described as follows:

Commencing at the E $\frac{1}{4}$ Corner of Sec. 18, Twp. 33 North, Range 2 East of the Willamette Meridian, thence;

North $01^{\circ}20'06''$ E a distance of 1,329.81 feet;
 thence N $89^{\circ}35'14''$ E a distance of 104.84 feet;
 thence N $01^{\circ}20'07''$ E a distance of 11.61 feet, being the True Point of Beginning;
 thence N $88^{\circ}42'33''$ W a distance of 64.79 feet;
 thence N $01^{\circ}20'08''$ E a distance of 15.98 feet To the cusp of a curve concave to the South;
 thence Easterly 64.82 feet along a curve having a central angle $01^{\circ}33'42''$ and a 2,378 foot radius; **Bearing S $01^{\circ}20'07''$ E; D.D.**
 thence S $01^{\circ}20'07''$ W a distance of 17.20 feet, to the True Point of Beginning.

Being a portion of the following described parcel:

Beginning at a point on the North boundary of County Road 1304.41 feet West of the Southeast corner of Government Lot 4, section 17, Township 33 North, Range 2 East of the Willamette Meridian;
 thence North $0^{\circ}11'$ West 235.37 feet to the meander line;
 thence North $73^{\circ}55'50''$ East along the meander line to a point due North of a point 104.41 feet East of the point of beginning;
 thence South to a point 104.41 feet East of the point of beginning;
 thence West to point of beginning.

Excepting an easement for road purposes in existing road leading from County road across above described property and across property line to the East of dwelling House of Grantor.

Except County Road

Containing 1,085 square feet.

Situated in Island County, Washington.

- END OF SCHEDULE "A" -

Project: Frostad Road Improvements
W.O. # 209: CRP # 96-06A
Parcel No.: R23317-407-0110
Sec 17, Twp. 33 North, Rge. 2 East W.M.
OWNER: DYKERS

SCHEDULE "A"

NEW COUNTY RIGHT-OF-WAY DESCRIPTION:

A strip of land in Government Lot 4 in Section 17, Township 33 North, Range 2 East of the Willamette Meridian, Island County Washington, described as follows:

Commencing at the E ¼ Corner of Sec. 18, Twp. 33 North, Range 2 East of the Willamette Meridian, thence;

North 01°20'06" E a distance of 1,329.81 feet;
thence N 89°35'14" E a distance of 104.84 feet;
thence N 01°20'07" E a distance of 11.61 feet, being the True Point of Beginning;
thence N 88°42'33" W a distance of 64.79 feet;
thence N 01°20'08" E a distance of 15.98 feet **To the cusp of a curve concave to the South;**
thence Easterly 64.82 feet along a curve having a central angle 01°33'42" and a 2,378 foot radius; **Bearing S 01°20'07" E;**
thence S 01°20'07" W a distance of 17.20 feet, to the True Point of Beginning.

Being a portion of the following described parcel:

Beginning at a point on the North boundary of County Road 1304.41 feet West of the Southeast corner of Government Lot 4, section 17, Township 33 North, Range 2 East of the Willamette Meridian;
thence North 0°11' West 235.37 feet to the meander line;
thence North 73°55'50" East along the meander line to a point due North of a point 104.41 feet East of the point of beginning;
thence South to a point 104.41 feet East of the point of beginning;
thence West to point of beginning.

Excepting an easement for road purposes in existing road leading from County road across above described property and across property line to the East of dwelling House of Grantor.

Except County Road

Containing 1,085 square feet.

Situated in Island County, Washington.

- END OF SCHEDULE "A" -

Project: Frostad Road Improvements
 W.O. # 209: CRP # 96-06A
 Parcel No.: R23317-407-0110
 Sec 17, Twp. 33 North, Rge. 2 East W.M.
 OWNER: DYKERS

MAP OF SITE

DO NOT USE AS A LEGAL DOCUMENT -- ACCURACY NOT GUARANTEED

