



## COMMITMENT FOR TITLE INSURANCE

Issued by

### ***FIRST AMERICAN TITLE INSURANCE COMPANY***

First American Title Insurance Company, herein called the Company, for valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagor of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of the Commitment or by subsequent endorsement.

This Commitment if preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six (6) months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company. This Commitment shall not be valid or binding until countersigned by an authorized officer or agent.

IN WITNESS WHEREOF, the Company has caused this commitment to be signed, to become valid when countersigned by an authorized officer or agent of the Company, all in accordance with its By-Laws. This Commitment is effective as of the date shown in Schedule A as "Effective Date."

### ***First American Title Insurance Company***

Dennis J. Gilmore  
President

Jeffrey S. Robinson  
Secretary



***First American Title Insurance Company  
National Commercial Services***

1201 Walnut Street, Suite 700, Kansas City, MO 64106  
(816)410-7911 - FAX (866)493-6334

Todd G. Jones  
(816)410-7911  
tojones@firstam.com

To: **Bank of America Corporate Workplace  
nc2-150-03-06 , 13850 Ballantyne Corp Place  
Charlotte , NC 28277**

File No.: **NCS-401470-374-KCTY**  
Your Ref No.: **WA4-105**

Attn: **Drew Sadowski**

**SCHEDULE A**

- 1. Commitment Date: March 19, 2015 at 7:30 A.M.
- 2. Policy or Policies to be issued:

	AMOUNT	PREMIUM	TAX
General Schedule Rate Standard Owner's Policy	\$ To Follow	\$ To Follow	\$ To Follow

Proposed Insured:  
To Follow

- 3. The estate or interest in the land described on Page 2 herein is **Fee Simple**, and title thereto is at the effective date hereof vested in:

Rainier National Bank, a Washington State Banking Corporation

- 4. The land referred to in this Commitment is described as follows:

The land referred to in this report is described in Exhibit "A" attached hereto.

## EXHIBIT 'A'

### LEGAL DESCRIPTION:

LOT 9, EXCEPT THE WEST 17' THEREOF, AND LOTS 10 THROUGH 14 INCLUSIVE, BLOCK 31, PLAT OF THE CITY OF BLAINE, WHATCOM COUNTY, WASHINGTON, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 1 OF PLATS, PAGE 35, RECORDS OF WHATCOM COUNTY WASHINGTON.

ALSO THE SOUTH 9 (NINE) FEET OF VACATED "G" STREET ABUTTING AS VACATED BY CITY OF BLAINE ORDINANCE 1668 DATED DECEMBER 6, 1982 AND RECORDED JANUARY 4, 1983 UNDER WHATCOM COUNTY AUDITOR'S FILE NUMBER 1436377.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

APN: 415136 543027 0000/PID# 159812

**SCHEDULE B - SECTION 1**  
**REQUIREMENTS**

The following are the Requirements to be complied with:

- Item (A) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- Item (B) Pay us the premiums, fees and charges for the policy.
- Item (C) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
- Item (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.
- Item (E) Releases(s) or Reconveyance(s) of Item(s):
- Item (F) Other:
- Item (G) You must give us the following information:
  - 1. Any off record leases, surveys, etc.
  - 2. Statement(s) of Identity, all parties.
  - 3. Other:

**SCHEDULE B - SECTION 2**  
**GENERAL EXCEPTIONS**

The Policy or Policies to be issued will contain Exceptions to the following unless the same are disposed of to the satisfaction of the Company.

- A. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- B. Any facts, rights, 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 person in possession thereof.
- C. Easements, claims of easement or encumbrances which are not shown by the public records.
- D. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public 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, materials or medical assistance theretofore or hereafter furnished, imposed by law and not shown by the public records.
- G. Any service, installation, connection, maintenance, construction, tap or reimbursement charges/costs for sewer, water, garbage or electricity.
- H. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgages thereon covered by this Commitment.

**SCHEDULE B - SECTION 2  
(continued)  
SPECIAL EXCEPTIONS**

1. Lien of the Real Estate Excise Sales Tax and Surcharge upon any sale of said premises, if unpaid. As of the date herein, the excise tax rate for the City of Blaine is at 1.78%.  
Levy/Area Code: 0300
2. General Taxes for the year 2014. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Tax Account No.: 415136 543027 0000/PID# 159812

1st Half

Amount Billed: \$ 3,389.90  
Amount Paid: \$ 0.00  
Amount Due: \$ 3,389.90  
Assessed Land Value: \$ 243,789.00  
Assessed Improvement Value: \$ 389,160.00

2nd Half

Amount Billed: \$ 3,389.81  
Amount Paid: \$ 0.00  
Amount Due: \$ 3,389.81  
Assessed Land Value: \$ 243,789.00  
Assessed Improvement Value: \$ 389,160.00

3. Any tax, fee, assessments or charges as may be levied by City of Blaine.
4. Rights or interests of persons in possession, and rights or interests that could be learned by making inquiry of a person in possession; including any claim by a previous owner, or person claiming through a previous owner.
5. Unrecorded leaseholds, if any, rights of vendors and security agreement on personal property and rights of tenants, and secured parties to remove trade fixtures at the expiration of the term.
6. Mutual Parking Easement Agreement and Easement Permitting Sign Agreement and the terms and conditions thereof:

Between: Rainier National Bank, a national banking association (formerly The National Bank of Commerce) (hereafter "Rainier")

And: Wolten & Montfort, Inc., a Washington corporation (hereafter Wolten & Montfort")

Recording Information: 1396688

7. The terms and provisions contained in the document entitled "Ordinance No. 1668"

Recorded: January 4, 1983  
Recording No.: 1436377

8. Any and all offers of dedication, conditions, restrictions, easements, boundary discrepancies or encroachments, notes and/or provisions shown or disclosed by Short Plat or Plat of The City of Blaine recorded in Volume 1 of Plats, Page(s) 35.
9. Conditions, notes, easements, provisions and/or encroachments contained or delineated on the face of the Survey recorded under Recording No. 930108148.

<b>INFORMATIONAL NOTES</b>
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- 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.
  
- B. Any sketch attached hereto is done so as a courtesy only and is not part of any title commitment or policy. It is furnished solely for the purpose of assisting in locating the premises and First American expressly disclaims any liability which may result from 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.  
  
PTN. LOT 9, AND ALL OF LOTS 10-14, BLOCK 31, PLAT OF THE CITY OF BLAINE, VOL. 1, P. 35, WHATCOM COUNTY  
  
APN: 415136 543027 0000/PID# 159812
  
- D. The following deeds affecting the property herein described have been recorded within 36 months of the effective date of this commitment: None
  
- E. Whatcom County Courthouse Closure Days for 2014 are as follows: January 1, January 20, February 17, May 26, July 4, September 1, November 11, November 27, November 28, December 24 and December 25.  
  
Property Address: **277 G St, Blaine, WA 98230**
  
- F. The forthcoming Mortgagee's Policy will be the ALTA 2006 Policy unless otherwise noted on Schedule A herein.
  
- G. We find no judgments or Federal tax liens against the vestee herein, unless otherwise shown as a numbered exception above.
  
- H. A fee will be charged upon the cancellation of this Commitment pursuant to the Washington State Insurance Code and the filed Rate Schedule of the Company.

**END OF SCHEDULE B**





*First American Title Insurance Company*  
*National Commercial Services*

**COMMITMENT**  
**Conditions and Stipulations**

1. The term "mortgage" when used herein shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of a defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment, other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act or reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option, may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of Policy or Policies committed for, and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the Policy or Policies committed for and such liability is subject to the Insuring provisions, exclusion from coverage, and the Conditions and Stipulations of the form of Policy or Policies committed for in favor of the proposed Insured which are hereby incorporated by references, and are made a part of this Commitment except as expressly modified herein.
4. Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest or the lien of the Insured mortgage covered hereby or any action asserting such claim, shall be restricted to the provisions and Conditions and Stipulations of this Commitment.

The First American Corporation  
***First American Title Insurance Company***  
***National Commercial Services***  
**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 a 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](http://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, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

**Former Customers**

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

**Confidentiality and Security**

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

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5/19/81

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MUTUAL PARKING EASEMENT AGREEMENT AND  
EASEMENT PERMITTING SIGN

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THIS AGREEMENT is entered into this 29th day of July,  
1981, by and between Rainier National Bank, a national  
banking association (formerly The National Bank of Commerce)  
(hereafter "Rainier"), and Wolten & Montfort, Inc., a  
Washington corporation (hereafter Wolten & Montfort").

B

W I T N E S S E T H:

WHEREAS, Rainier and Wolten & Montfort are owners of  
abutting property situated in the City of Blaine, County of  
Whatcom, State of Washington, more particularly described as  
follows:

PARCEL C:

The South 80 feet of Lots 9, 10 and 11, Block  
31, Map of the City of Blaine, Whatcom County,  
Washington, as per the Map thereof, recorded in  
Volume 1 of Plats, Page 35, records of Whatcom  
County, Washington, excepting the West 17 feet  
thereof.

PARCEL D:

Lots 12, 13 and 14, Block 31, Map of the  
City of Blaine, Whatcom County, Washington, as  
per the Map thereof, recorded in Volume 1 of  
Plats, Page 35, records of Whatcom County,  
Washington.

PARCEL E:

The North 50 feet of Lots 9, 10 and 11,  
Block 31, Map of the City of Blaine, Whatcom  
County, Washington, as per the Map thereof,  
recorded in Volume 1 of Plats, Page 35, records  
of Whatcom County, Washington, excepting the  
West 17 feet thereof.

(hereafter the "Rainier Property");



8-3-81

1396882

PARCEL A:

The North 50 feet of Lots 6, 7 and 8, Block 31, Map of the City of Blaine, Whatcom County, Washington, as per the Map thereof, recorded in Volume 1 of Plats, Page 35, records of Whatcom County, Washington.

PARCEL E:

The West 17 feet of the North 50 feet of Lot 9, Block 31, Map of the City of Blaine, Whatcom County, Washington, as per the Map thereof, recorded in Volume 1 of Plats, Page 35, records of Whatcom County, Washington.

PARCEL F:

Lots 1 and 2, David's Replat of Lots 1, 2, 3, 4, 5, 24, 25, 26, 27 and 28, Block 31 of the original townsite of Blaine, Whatcom County, Washington, as per the Map thereof, recorded in Volume 5 of Plats, Page 25, records of said county and state.

PARCEL B:

The South 80 feet of Lots 6, 7 and 8, Block 31, Map of the City of Blaine, Whatcom County, Washington, as per the Map thereof, recorded in Volume 1 of Plats, Page 35, records of Whatcom County, Washington.

PARCEL C:

The West 17 feet of the South 80 feet of Lot 9, Block 31, Map of the City of Blaine, Whatcom County, Washington, as per the Map thereof, recorded in Volume 1 of Plats, Page 35, records of Whatcom County, Washington.

(hereafter the "Wolten & Montfort Property"); and

WHEREAS, the ownership of the parties hereto of the property set forth above resulted by virtue of an exchange transaction consummated concurrently herewith (the "Exchange Transaction"); and

WHEREAS, there has previously existed an unrecorded Mutual Easement Agreement, covering the common use of parking, between the parties hereto, dated October 22, 1963, which the parties hereto agree should be terminated (the Old Easement Agreement"); and

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WHEREAS, the parties hereto agree that a new mutual parking easement agreement should be entered into between them, as reflected on Exhibit "A" attached hereto, as well as agreeing that Wolten & Montfort should grant Rainier an easement permitting a sign, all upon the terms and conditions hereafter set forth.

NOW, THEREFORE, it is hereby agreed between the parties hereto as follows:

1. The Old Easement Agreement is hereby terminated.
2. Rainier and Wolten & Montfort hereby mutually grant and convey to the other the full right and easement of ingress and egress over and upon the property of the other, all as reflected by Exhibit "A" attached hereto, for the purposes of each party providing public parking for their usual customers, and each party does hereby agree that the easement hereby granted shall be a covenant running with the land in perpetuity; provided, however, that at all times during which Rainier is operating a drive-up banking facility on the Rainier Property, Rainier shall have the right to exclude all parking by Wolten & Montfort and its customers which would interfere with access to and use of such drive-up banking facility, during the hours such facility is in use.
3. The initial re-striping of the parking area to conform to the layout set forth on Exhibit "A" attached hereto shall be done in an appropriate manner by Rainier at its expense. Thereafter, all reasonably necessary maintenance or repair of the parking area subject to the easement shall be promptly accomplished by the parties, and if one of the

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parties fails to perform such reasonably necessary maintenance or repairs, it may be accomplished by the other party, and, in any event, all such reasonably necessary maintenance or repairs shall be paid for two-thirds (2/3rds) by Wolten & Montfort and one-third (1/3rd) by Rainier.

4. In the event Rainier wishes to expand its branch banking facility on the Rainier Property, it may do so without providing any additional parking spaces, notwithstanding some parking spaces as shown on Exhibit "A" hereto which will be eliminated by such expansion, so long as the parking requirements of the City of Blaine are met to the extent that said City grants any necessary permits for such expansion.

5. Wolten & Montfort hereby grants and conveys to Rainier an easement encompassing the right to construct, reconstruct, repair and maintain, at Rainier's expense, a lighted sign with an arrow near the corner of Washington and "G" Streets on the Wolten & Montfort Property legally described as follows:

PARCEL F:

Lots 1 and 2, David's Replat of Lots 1, 2, 3, 4, 5, 24, 25, 26, 27 and 28, Block 31 of the original townsite of Blaine, Whatcom County, Washington, as per the Map thereof, recorded in Volume 5 of Plats, Page 25, records of said county and state.

Wolten & Montfort shall allow Rainier access as necessary for all such construction, reconstruction, repair and maintenance of said sign, and Rainier shall bear all expenses attendant thereto. The easement hereby granted shall be perpetual in duration so long as Rainier or its successors and assigns shall operate a branch banking facility on either Parcel F of the Wolten & Montfort Property or upon the Rainier

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Property, as said properties are described above in this Agreement.

6. In the event of any lawsuit or action arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs therein incurred.

IN WITNESS WHEREOF, the parties hereto have entered into the foregoing Agreement on the day and year first above written.

RAINIER NATIONAL BANK

By: Richard E. Taly

Its: S.V.P.

WOLTEN & MONTFORT, INC.

By: Kelly Montfort

Its: 30

1396682

STATE OF WASHINGTON )  
COUNTY OF KING ) ss.

On this 10th day of July, 1981, before me personally appeared RICHARD E. CADO to me known to be the SENIOR VICE PRESIDENT of Rainier National Bank, the national banking association that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said national banking association, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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

[Signature]  
NOTARY PUBLIC in and for the State  
of Washington, residing at [Address]

STATE OF WASHINGTON )  
COUNTY OF ) ss.

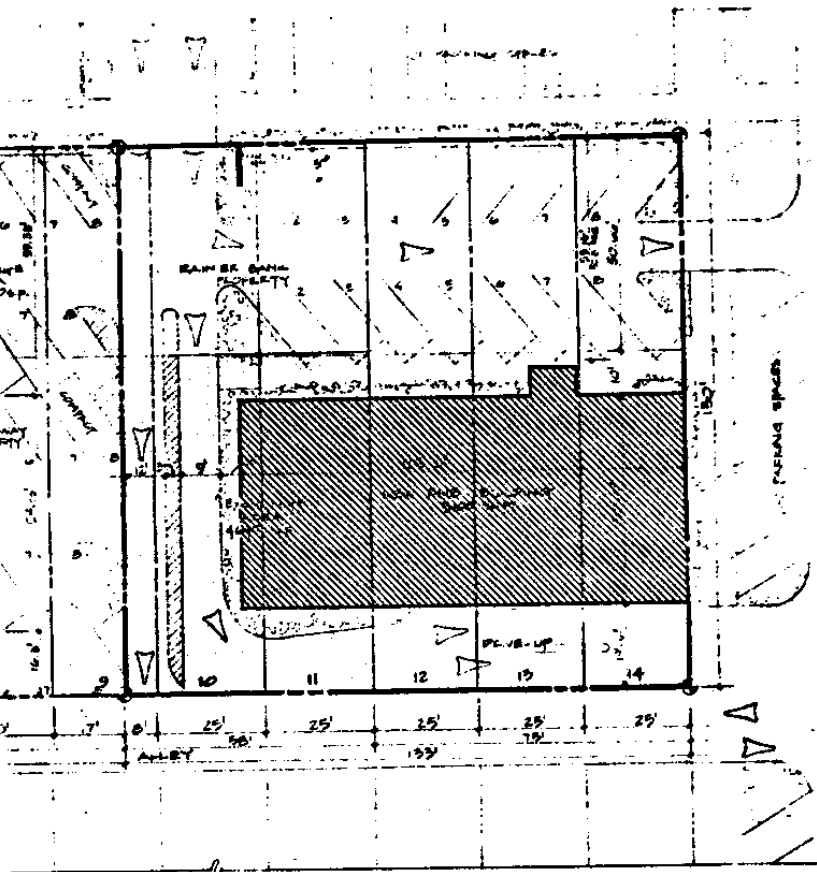
On this 8th day of JUNE, 1981, before me personally appeared KELLY MONTFORT, to me known to be the SECRETARY of Wolten & Montfort, Inc., of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal if affixed is the corporate seal of said corporation.

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

[Signature]  
NOTARY PUBLIC in and for the State  
of Washington, residing at [Address]



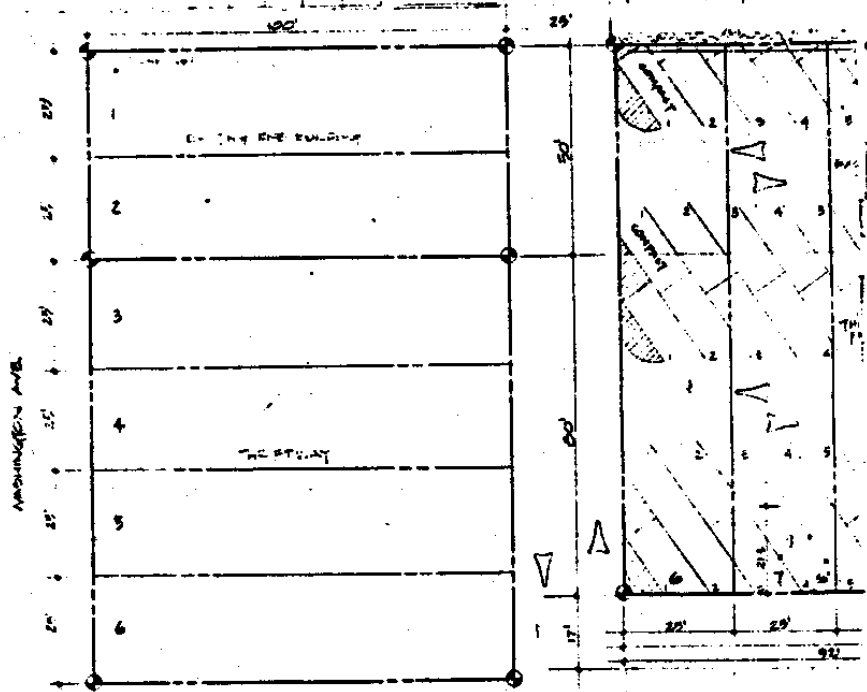
1396683



<input type="checkbox"/> LEVEY <input type="checkbox"/> DRAWN <input type="checkbox"/> CHECKED <input type="checkbox"/> APPROVED	10-09-80 DATE 10-09-80 DATE  DATE	PROJECT TITLE <b>BLAINE SITE</b> SHEET CONTENTS <b>EXHIBIT B - PROPOSED EXCHANGE</b>	SHEET NO. <b>2 of 2</b> SCALE 1/4" = 1'
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Exhibit A

1396683



766-2000

766-2000  
 AUG 3 9 28 AM '81  
 REC'D  
 520  
 JAMES R. BROWN, CLERK  
 COUNTY CLERK  
 WADE COUNTY, MISSOURI

RAINIER BANK

NO	DATE	REVISION
1	8-3-81	...

ORDINANCE NO. 1468

AN ORDINANCE VACATING A CERTAIN PORTION OF "G" STREET BETWEEN PEACE PORTAL DRIVE AND THIRD STREET IN THE CITY OF BLAINE. **1436377**

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K  
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WHEREAS, it appears to be of benefit to the general public of the City of Blaine that portions of platted streets described as follows:

The south 9 (nine) feet of "G" Street adjacent to the East 8 (eight) feet of Lot 9 and Lots 10 through 14 of Block 31, City of Blaine, Washington.

be vacated, and

**00186**

WHEREAS, by Resolution No. 779 the City Council of the City of Blaine established the 3rd day of May, 1982 at 7:00 p.m. at the Council Chambers of the City Hall of the City of Blaine as the time and place for a Public Hearing upon the vacation of said street, and

WHEREAS, the City Clerk or her duly authorized representative has posted notices as prescribed by law, and

WHEREAS, resolution, notice and affidavit of posting are on file with the City Clerk of the City of Blaine, and

WHEREAS, said City Council at said time, place and date in regular council assembled, and after public hearing being held thereon and due consideration given,

1436377

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLAINE as follows:

Section 1: That the following described premises be and they are hereby vacated pursuant to RCW 35.79, all situated in Blaine, Whatcom County, Washington, to wit:

The south 9 (nine) feet of "G" Street adjacent to the East 8 (eight) feet of Lot 9 and Lots 10 through 14 of Block 31, City of Blaine, Washington.

Section 2: A copy of this ordinance shall be recorded with the Auditor of Whatcom County and all expenses of recording, posting and publication hereof shall be paid by the City of Blaine.

Section 3: If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City of Blaine, Whatcom County, State of Washington hereby declares that they would have passed this ordinance and such section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more other sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Section 4: This ordinance is hereby declared to be in full force and effect from and after its approval and passage and publication, plus five (5) days as provided by law, if signed, otherwise as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLAINE, Whatcom County, Washington, and approved by the Mayor this 6<sup>th</sup> day of December, 1982.

Thomas H. Burtos  
MAYOR

ATTEST:  
Laura Anderson  
CITY CLERK

APPROVED AS TO FORM:  
Richard H. Nelli  
CITY ATTORNEY

RECORDED  
CITY OF BLAINE  
MAY 4 1 23 PM '83  
REGISTERED  
FROM ORDER AUDITOR  
BLAINE COUNTY WASH  
RECORDS

682-542

WHATCOM COUNTY W.T.

# MAP OF THE CITY OF BLAINE

1884

SCALE 144 FT IN  
RECORDING SCALE 288 FT IN  
C. F. MOORE ENGR

In Vacating Certain Streets & Alleys See Ordinance No 1260 Filed No. 1041860 March 22, 1968  
Providing for the Annexation of Prop. see Ord # 1318 Vol 366 Page 776 10/2/77

Ord # 1633 Vacating Portion of 8th St W to Interstate 5  
see Vol 643 Page 38 & 3-4-82  
Ord # 1653 Vacating Portion of Lot 6-27-32 Block 14 see Vol 651 Page 306  
Ord # 1653 Vacating Alley between 5th & 6th Bl. 7 see Vol 745 11-16-82  
Ord # 1695 Annexation see Vol 745 Page 29 9/14/82  
Ord # 1698 Vacating Portion of 8th St see Vol 746 Page 377 9/22/83  
Ord # 1563 Vacating Portion of E St see Vol 748 Page 475 10-3-83

**EXPLANATION**  
This City of Blaine is located on Lots 2 and 3 in section 36 T.41 N. R. 1 W and Lots 5 and 6 in Sec 31 T.41 N. R. 1 E. The initial point is the point of intersection of the Willamette Meridian with the township line between Townships 40 and 41 North being the Northeast corner of T. 40 N. R. 1 W. which point is on the center line of A<sup>th</sup> street and on the South line of H Street. Washington Avenue is 80 ft wide A street is 51 ft wide H street is 50 ft wide B, C, D, E, F and G streets are 100 ft wide 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup> and 6<sup>th</sup> streets are 80 ft wide Alleys are 17 ft wide Lots fronting on Washington Avenue are 25 ft wide and from 95 to 182 ft in length All other lots are 25 by 130 ft.

**DEDICATION**

KNOW ALL MEN BY THESE PRESENTS That I James Cain owner of the within described land have platted the same into Blocks Lots streets and Alleys according to this Map of the City of Blaine and do hereby dedicate to the public use forever all the streets and Alleys platted hereon In Witness Whereof I have hereunto set my hand and seal this 12th day of September A.D. 1884  
E. Shepard } James Cain  
M. A. McPherson } WITNESSES

TERRITORY OF WASHINGTON }  
COUNTY OF WHATCOM }

On this twelfth day of September A.D. 1884 before me J. J. Weisenburger a Notary Public in and for said county personally came James Cain to me personally known to be the identical person described in and who executed the above plat of the City of Blaine and acknowledged that he had signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned

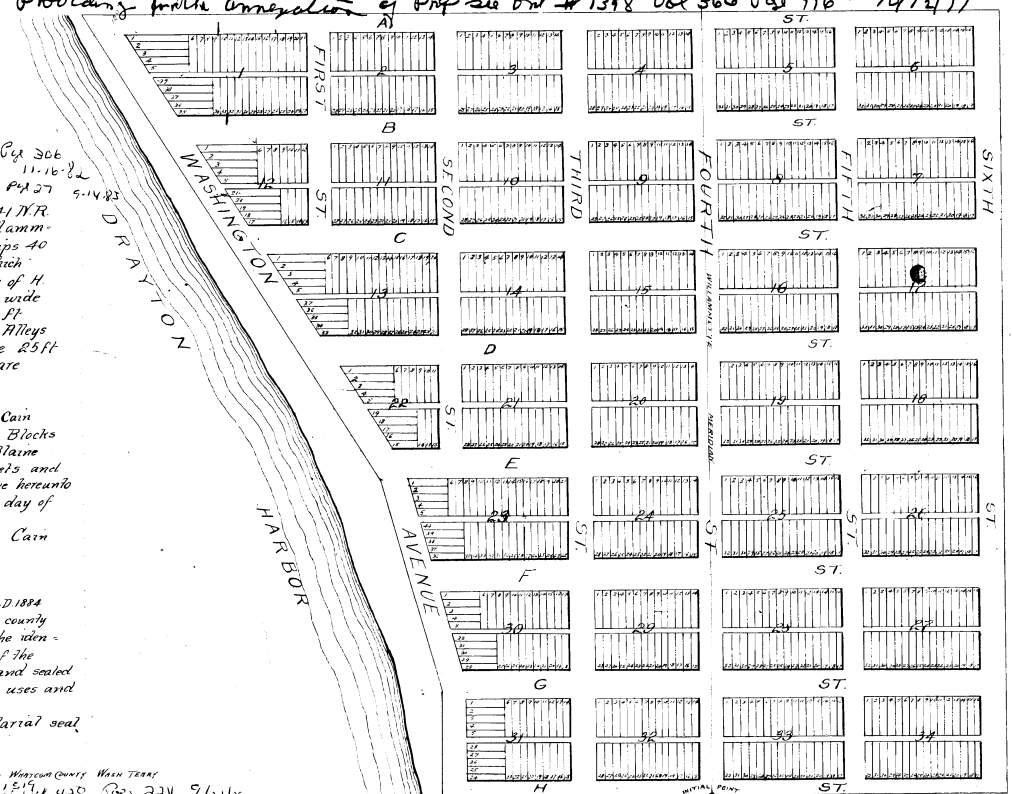
Witness my hand and notarial seal  
The day and year first above written  
J. J. Weisenburger  
Notary Public in and for Whatcom County Wash Terr

Ord # 1918 Vacating Port of 1st St  
1624 Vol 890 P 1995  
1-5-89

Providing for the Annexation of Prop. see Ord # 1518 see Vol 428 Page 224 9/21/78  
I certify that this Town Plat  
was filed for record in the office of the Auditor of Whatcom County W.T. at request of James Cain September 13 A.D. 1884 at 9 P.M. and that it is recorded in volume B of Town Plats pages 23 of the records of said county

C. Donovan  
Auditor and Recorder of Whatcom County  
City Ordinance No 205 Washington Territory  
Auditors file No. 835121 11/17/57  
835122 11/1957  
835124  
835125  
835126  
835127  
835128  
835133  
835135

- Other vacation of Part of "A" St see Blaine City Ordinance No. 1096. Aud file No. 835135
- Part of "A" St
- Part of "F" St
- "B" St
- "H" St
- "D" St
- "A" St
- Part of Warren Ave from Ciple St to Cedar St see Blaine City Ordinance No. 1096. Aud file No. 835135
- Certain St + Alley

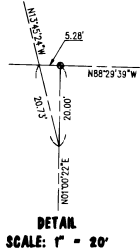


Ord # 1668 Vacating Portion of 6th St see Vol 692 Page 542 11/18  
Vacating Portion of E St see Ord # 1604 Vol 677 Page 113 11/1/81  
Annexation See Ordinance No 1260 3/25/69-105734 & 312316 10-31-73  
For vacation of Port of Blaine in Block 14 see Vol 213 Page 551 Jan 23 1929  
For vac of base of base of base (formerly Washington St) see Vol 213 Page 551 Jan 23 1929  
For Ordinance No 992 of City of Blaine Vacating Alley in Block 15 see Vol. 355 of Deeds Page 66 Aug 13, 1945  
Vacation of a 100' strip of land being 50' from the center line on each side of that portion of the West Northern Railroad Right of Way beyond between 10th and 11th Sts in the E 1/4 of Lot # 3 Section 31 Twp 41 N. R. 1 W. in the City of Blaine see Deeds Vol 403 Page 156 Dec 23 1914  
For vacation of portion of Warren St see Deeds Vol 411 Page 398 Dec 1 1955  
Vacation of Alley thru Block 9 See Deeds Vol 412 Page 511 Feb 2 1950  
For Ordinance 1179 see Vol 478 Page 493 of Deeds - Sept 14, 1962  
Ord # 1430 Vac. Ptn of E St see Vol 258 Page 866 7-11-75  
Ord # 1427 Correcting Ord # 1404 see Vol 259 Page 480 7-18-75  
Ord # 1551 Vac. Bennett Ave 4582907 R 50 P 1073 9-10-87

930108148

# RECORD OF SURVEY

FOR  
The City Of Blaine



FND IRON PIPE IS 387°19'51"E @ 7.72' OF CALC. POSITION AS DETERMINED BY CL. OF EASTERLY RAILROAD TRACK AS BUILT

AS-BUILT CENTERLINE OF EASTERLY RAILROAD TRACK

FND BRASS CAP MON. IS 386°32'30"E @ 9.09' OF CALC. POSITION AS DETERMINED BY CL. OF EASTERLY RAILROAD TRACK AS BUILT ACCEPTED FOR ALIGNMENT ONLY

### LEGEND

- - FND BR CAP SURFACE MONUMENT
  - - FND CASED MONUMENT
  - - FND REBAR AND CAP (RAPER)
  - - SET REBAR AND CAP PLS#2421B
  - - FND IRON PIPE
  - - FND MON. CASE WITH HUB & TACK IN CENTER OF CASE
  - - FND NAIL AND LEAD
  - - FND REBAR & P.L.A.S. CAP (DEMEYER)
  - ⊗ - CORNER AS DESCRIBED ON MAP
  - △ - MONUMENT DESTROYED BY CONSTRUCTION & REPLACED WITH 5/8" X 30" REBAR WITH 2" ALUMINUM CAP
  - ⊕ - FND SECTION CORNER - FND BR CAP SURFACE MON.
  - - CENTERLINE OF THE RIGHT-OF-WAY
  - - RE-ESTABLISHED MON. FROM INFO. PROVIDED BY GEORGE H. RAPER & ASSOC., ACCEPTED BUT NOT FND.
- ① REPLACED FOUND TACK IN ROAD WITH 5/8" X 30" REBAR WITH 2" ALUMINUM CAP. REMOVED UNACCEPTED BRASS CAP MONUMENT.
  - ② FOUND & ACCEPTED NAIL AS PER INFORMATION PROVIDED BY GEORGE H. RAPER & ASSOCIATES. SET 5/8" X 30" REBAR WITH 2" ALUMINUM CAP AT ACCEPTED NAIL POSITION.
  - ③ FOUND & ACCEPTED LEAD AND TACK AS PER INFORMATION PROVIDED BY GEORGE H. RAPER & ASSOCIATES. REPLACED FOUND LEAD & TACK WITH 5/8" X 30" REBAR WITH 2" ALUMINUM CAP. REMOVED UNACCEPTED BRASS CAP MONUMENT.

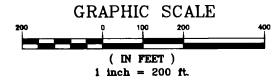


vol 296 p 418

### EQUIPMENT AND PROCEDURE:

DATA FOR THIS SURVEY WAS GATHERED BY FIELD TRAVERSE UTILIZING ELECTRONIC DATA COLLECTION IN OR AROUND JAN. 1991.

INSTRUMENT USED: THEOMAT 00'01"  
EDM: ± 1 PPM, ± 2 MM



**BASIS OF BEARINGS:**  
MONUMENTED CENTERLINE OF "H" STREET  
BETWEEN 4th AVE. & HARRISON AVE.  
AS PER RECORD OF SURVEY #2110,  
WHATCOM COUNTY AUDITOR'S FILE  
#1585076

THE PURPOSE OF THIS SURVEY IS TO SHOW THE POSITION OF MONUMENTS THAT WERE DESTROYED BY CONSTRUCTION FOR THE CITY OF BLAINE SANITARY SEWER L.I.D. AND THE POSITIONS THAT MONUMENTS WERE REPLACED IN. ALSO, TO CLARIFY CORRECT POSITIONING OF MONUMENTS PREVIOUSLY SET IN ROAD CENTERLINES BY OTHERS.

THE RIGHT-OF-WAY SHOWN HEREON WITH DASHED LINES HAVE NOT YET BEEN DETERMINED.

Monuments And References To Said Monuments Have Been Reviewed by  
George R Raper, P.L.S. # 9947  
On December 30<sup>th</sup>, 1992



FND PUNCH MARK IN BRIDGE OVERPASS (SEE R.O.S.'S #223 & #287)

### AUDITOR'S CERTIFICATE

Filed for record this 8 day of January 1993 at 407 am  
in book 1 of Survey at page 418 at the request of  
PACIFIC SURVEYING/ENGINEERING SERVICES INC.  
*Shirley Forest by Rose Remont*  
County Auditor

### 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 THE CITY OF BLAINE in OCT 1992  
*H. T. Haggard*  
Certificate No. 24218

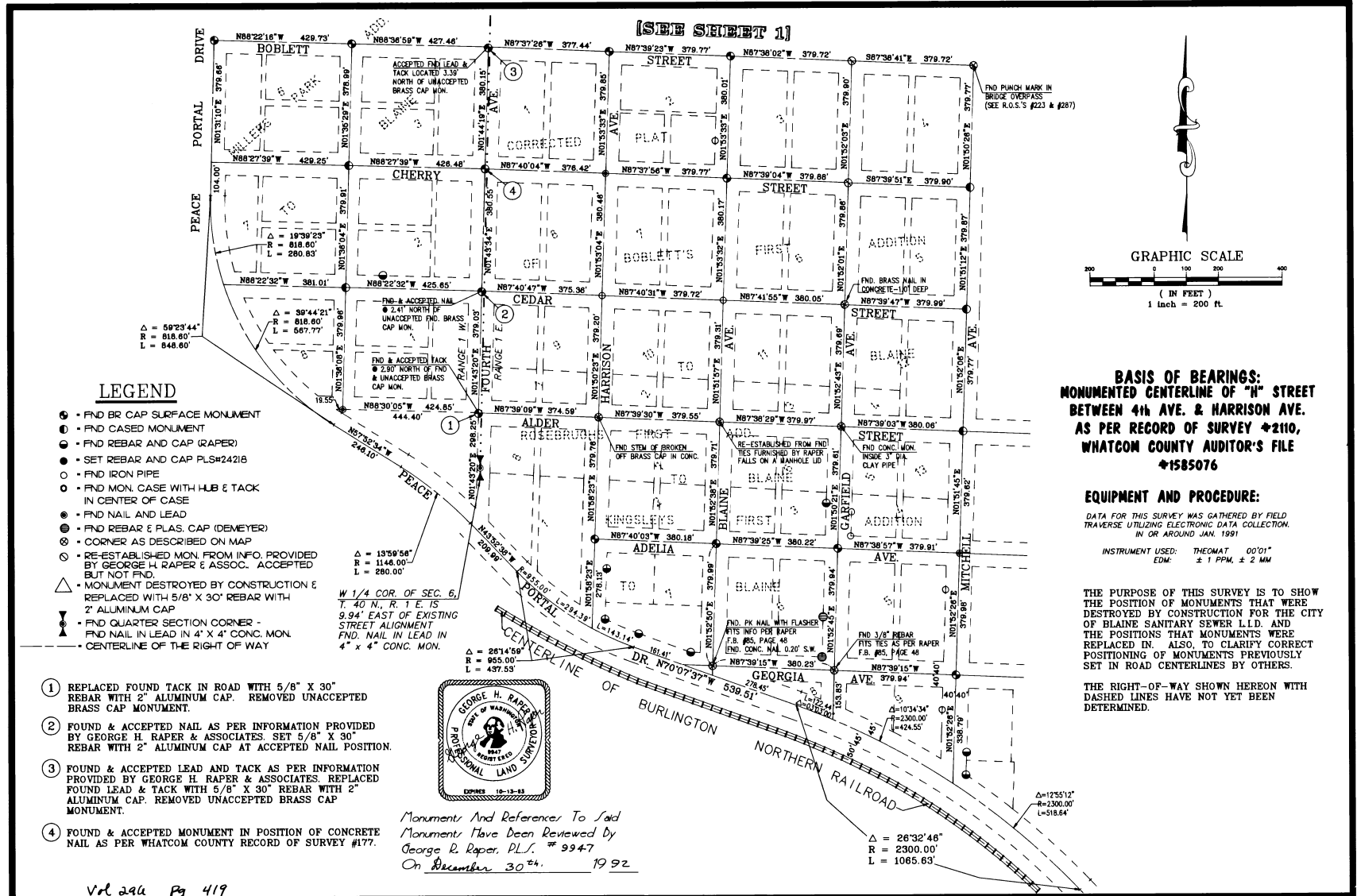


### PACIFIC SURVEYING & ENGINEERING INCORPORATED

215 WEST HOLLY, SUITE B-25 (BAY ST.)  
BELLINGHAM, WASHINGTON 98225  
PHONE: 671-7387  
FAX LINE: 671-4685

SURVEY IN PORTIONS OF THE NW 1/4 & THE SW 1/4 OF SECTION 6, TWP. 40 N., RGE. 1 E., THE NE 1/4 OF SECTION 1, TWP. 40 N., RGE. 1 W., AND THE SE 1/4 OF SECTION 36, TWP. 41 N., RGE. 1 W. OF W.M., WHATCOM COUNTY, STATE OF WASHINGTON

DRAWN BY:	DATE	JOB NO.
AMM	11/05/92	90132
CHK. BY:	F.B.#	DWG. #
R.C.	28-28P	90132RS1
		SHEET NO. 1 OF 2



Vol 294 Pg 419

AUDITOR'S CERTIFICATE  
Filed for record this 8 day of January 1993 at 4:07 pm  
in book 1 of surveys at page 419 at the request of  
PACIFIC SURVEYING/ENGINEERING SERVICES INC.  
*Shirley Foutz* County Auditor

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 THE CITY OF BLAINE In OCT 1992  
*Wayne T. Hagood*  
Certificate No. 24218



**PACIFIC**  
SURVEYING & ENGINEERING  
INCORPORATED  
215 WEST HOLLY, SUITE B-25 BIAT ST. J  
BELLINGHAM, WASHINGTON 98225  
PHONE: 671-7387  
FAX LINE: 671-6665

SURVEY IN PORTIONS OF THE NW 1/4 & THE SW 1/4 OF SECTION 6, TWP. 40 N., RGE. 1 E., THE NE 1/4 OF SECTION 1, TWP. 40 N., RGE. 1 W., AND THE SE 1/4 OF SECTION 36, TWP. 41 N., RGE. 1 W. OF W.M., WHATCOM COUNTY, STATE OF WASHINGTON

DRAWN BY: A.M.M.	DATE: 11/05/92	JOB NO.: 90132
CHK. BY: R.C.	F.B.#: 28-28P	DWG. #: 90132S2
		SHEET NO. 2 OF 2

WHATCOM COUNTY W.T.

# MAP OF THE CITY OF BLAINE

1884

SCALE 144 FT IN  
RECORDING SCALE 288 FT IN  
C. F. MOORE ENGR

In Vacating Certain Streets & Alleys See Ordinance No 1260 Filed No. 1041860 March 22, 1968  
Providing for the Annexation of Property Ord # 1318 Vol 366 Page 776 10/2/77

Ord # 1633 Vacating Portion of 8th St w to Interstate 5  
see Vol 643 Page 38 & 3-4-82  
Ord # 1653 Vacating Portion of Lot 6-27-32 Block 14 see Vol 651 Page 306  
Ord # 1653 Vacating Alley between 5th & 6th Bl. 7 see Vol 745 11-16-82

Ord # 1695 Annexation see Vol 745 Page 29 9/14/82  
Ord # 1698 Vacating Portion of 8th St see Vol 746 Page 377 9/22/83  
Ord # 1563 Vacating Portion of E St see Vol 748 Page 475 10-3-83

**EXPLANATION**  
This City of Blaine is located on Lots 2 and 3 in section 36 T.41 N. R. 1 W and Lots 5 and 6 in Sec 31 T.41 N. R. 1 E. The initial point is the point of intersection of the Willamette Meridian with the township line between Townships 40 and 41 North being the Northeast corner of T. 40 N. R. 1 W. which point is on the center line of A<sup>th</sup> street and on the South line of H Street. Washington Avenue is 80 ft wide A street is 51 ft wide H street is 50 ft wide B, C, D, E, F and G streets are 100 ft wide 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup> and 6<sup>th</sup> streets are 80 ft wide Alleys are 17 ft wide Lots fronting on Washington Avenue are 25 ft wide and from 95 to 182 ft in length All other lots are 25 by 130 ft.

**DEDICATION**  
KNOW ALL MEN BY THESE PRESENTS That I James Cain owner of the within described land have platted the same into Blocks Lots streets and Alleys according to this Map of the City of Blaine and do hereby dedicate to the public use forever all the streets and Alleys platted hereon  
In Witness Whereof I have hereunto set my hand and seal this 12th day of September A.D. 1884  
E. Shepard }  
M. A. McPherson } **WITNESSES**  
James Cain

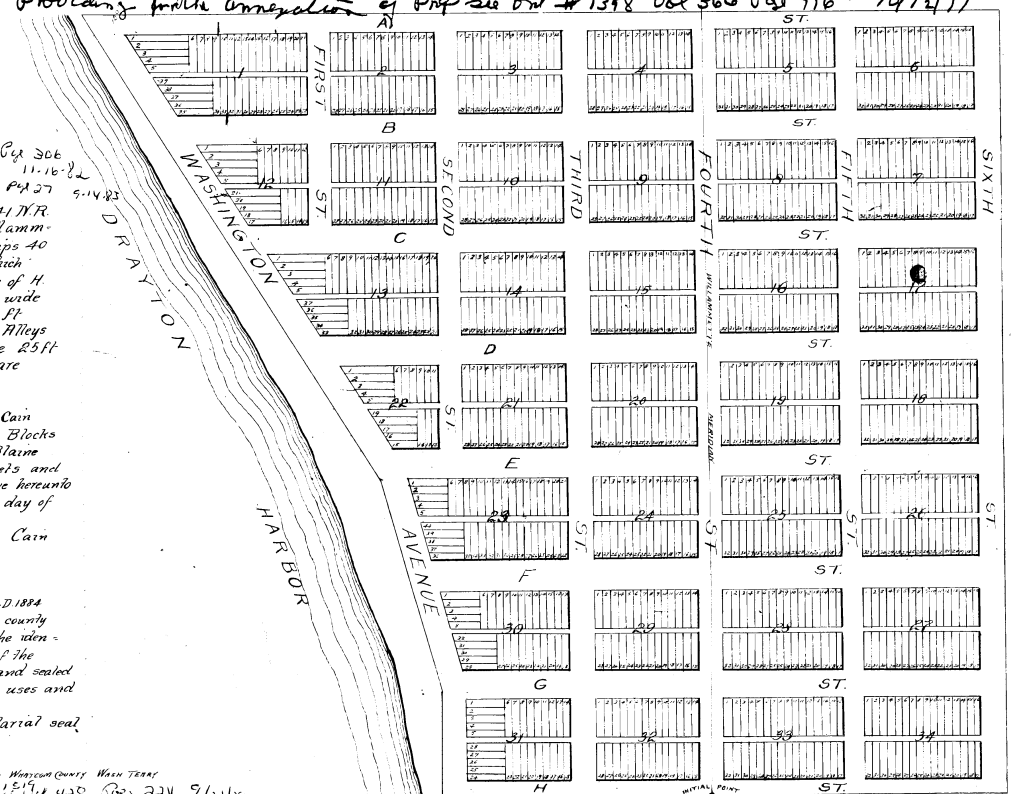
Vacating Port of 15 Bl. 3  
Lot 28 Bl 1 Ord # 93  
see Part 17 1544263

TERRITORY OF WASHINGTON )  
COUNTY OF WHATCOM )  
On this twelfth day of September A.D. 1884 before me J. J. Weisenburger a Notary Public in and for said county personally came James Cain to me personally known to be the identical person described in and who executed the above plat of the City of Blaine and acknowledged that he had signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned  
Witness my hand and notarial seal  
The day and year first above written  
J. J. Weisenburger  
Notary Public in and for Whatcom County Wash Terr  
Ord # 1579 Vol 428 Page 224 9/21/84

Ord # 1918 Vacating Port of 1st St  
1624661 R90 P 1995  
1-5-89

Providing for the Annexation of Property Ord # 1518 see Vol 428 Page 224 9/21/84  
I certify that this Town Plat was filed for record in the office of the Auditor of Whatcom County W.T. at request of James Cain September 13 A.D. 1884 at 9 P.M. and that it is recorded in volume B of Town Plats pages 23 of the records of said county  
C. Donovan  
Auditor and Recorder of Whatcom County  
City Ordinance No 205 Washington Territory Auditor's file No. 835121 11/17/57  
835122 11/1957  
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835127  
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835133  
835135

Other vacation of Part of A<sup>th</sup> St see Blaine City Ordinance No. 1096. And file No. 835135  
Part of Warren Ave from Ciple St to Cedar St see Blaine City Ordinance No. 814  
Certain St + Alley



Ord # 1668 Vacating Portion of 6th St see Vol 692 Page 542 11/18  
Vacating Portion of E St Ord # 1604 Vol 677 Page 113 11/18  
Annexation See Ordinance No 1260 3/25/69-105734 & 312316 10-31-73  
For vacation of Port of 1st St in Block 11 see Vol 213 Page 551 Jan 23 1929  
For vac of base of 1st St (formerly Washington St) see Vol 213 Page 551 Jan 23 1929  
For Ordinance No 992 of City of Blaine Vacating Alley in Block 13 see Vol. 355 of Deeds Page 66 Aug 13, 1945  
Vacation of a 100' strip of land being 50' from the center line on each side of that portion of the East Northern Railroad Right of Way beyond between 10th and 11th Sts in the E 1/4 of Lot # 3 Section 31 Twp 41 N. R. 1 W. in the City of Blaine see Deeds Vol 403 Page 156 Dec 23 1914  
For vacation of portion of Martin St see Deeds Vol 411 Page 398 Dec 1 1955  
Vacation of Alley thru Block 9 See Deeds Vol 412 Page 511 Feb 2 1950  
For Ordinance 1179 see Vol 478 Page 493 of Deeds - Sept 14, 1962  
Ord # 1430 Vac. Ptn of E St see Vol 258 Page 866 7-11-75  
Ord # 1427 Correcting Ord # 1404 see Vol 259 Page 480 7-18-75  
Ord # 1551 Vac. Bennett Ave 4582907 R 50 P 1073 9-10-87

ORDINANCE NO. 1468

AN ORDINANCE VACATING A CERTAIN PORTION OF "G" STREET BETWEEN PEACE PORTAL DRIVE AND THIRD STREET IN THE CITY OF BLAINE. 1436377

381  
K  
35

WHEREAS, it appears to be of benefit to the general public of the City of Blaine that portions of platted streets described as follows:

The south 9 (nine) feet of "G" Street adjacent to the East 8 (eight) feet of Lot 9 and Lots 10 through 14 of Block 31, City of Blaine, Washington.

be vacated, and

00186

WHEREAS, by Resolution No. 779 the City Council of the City of Blaine established the 3rd day of May, 1982 at 7:00 p.m. at the Council Chambers of the City Hall of the City of Blaine as the time and place for a Public Hearing upon the vacation of said street, and

WHEREAS, the City Clerk or her duly authorized representative has posted notices as prescribed by law, and

WHEREAS, resolution, notice and affidavit of posting are on file with the City Clerk of the City of Blaine, and

WHEREAS, said City Council at said time, place and date in regular council assembled, and after public hearing being held thereon and due consideration given,

1436377

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLAINE as follows:

Section 1: That the following described premises be and they are hereby vacated pursuant to RCW 35.79, all situated in Blaine, Whatcom County, Washington, to wit:

The south 9 (nine) feet of "G" Street adjacent to the East 8 (eight) feet of Lot 9 and Lots 10 through 14 of Block 31, City of Blaine, Washington.

Section 2: A copy of this ordinance shall be recorded with the Auditor of Whatcom County and all expenses of recording, posting and publication hereof shall be paid by the City of Blaine.

Section 3: If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City of Blaine, Whatcom County, State of Washington hereby declares that they would have passed this ordinance and such section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more other sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Section 4: This ordinance is hereby declared to be in full force and effect from and after its approval and passage and publication, plus five (5) days as provided by law, if signed, otherwise as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLAINE, Whatcom County, Washington, and approved by the Mayor this 6<sup>th</sup> day of December, 1982.

Thomas H. Burtos  
MAYOR

ATTEST:  
Laura Anderson  
CITY CLERK

APPROVED AS TO FORM:  
Richard H. Nelli  
CITY ATTORNEY

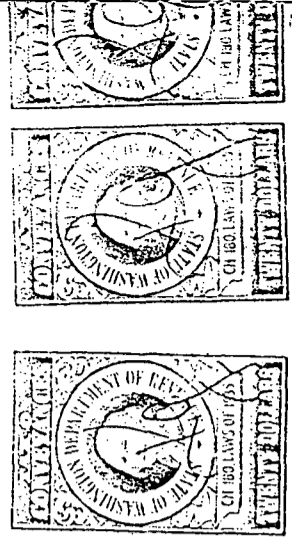
RECORDED  
CITY OF BLAINE  
MAY 4 1 23 PM '83  
REGISTERED  
FROM ORDER AUDITOR  
BLAINE COUNTY WASH  
RECORDS

682-542





THIS SPACE RESERVED FOR RECORDER'S  
1396686  
8/3/81  
at  
9:22



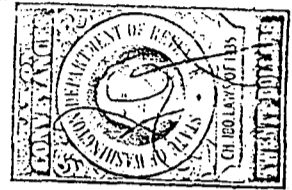
AMPS

AFTER RECORDING MAIL TO:

Wolten & Montfort, Inc.  
P.O. Box W  
Blaine, WA 98230

D-77667

### Statutory Warranty Deed (CORPORATE FORM)



THE GRANTOR RAINIER NATIONAL BANK, A WASHINGTON STATE BANKING CORPORATION

for and in consideration of TEN DOLLARS (\$10.00) AND OTHER VALUABLE CONSIDERATIONS  
in hand paid, conveys and warrants to WOLTEN & MONIFORT, INC., A WASHINGTON CORPORATION

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

PARCEL "A":

THE NORTH 50 FEET OF LOTS 6, 7 AND 8, AND THE WEST 17 FEET OF THE NORTH 50 FEET OF LOT 9, BLOCOK 31, MAP OF THE CITY OF BLAINE, WHATCOM COUNTY, WASHINGTON, AS PER THE MAP THEREOF, RECORDED IN VOLUME 1 OF PLATS, PAGE 35, RECORDS OF WHATCOM COUNTY, WASHINGTON.

PARCEL "B":

LOTS 1 AND 2, DAVID'S REPLAT OF LOTS 1, 2, 3, 4, 5, 24, 25, 26, 27 AND 28, BLOCK 31 OF THE ORIGINAL TOWNSITE OF BLAINE, WHATCOM COUNTY, WASHINGTON, AS PER THE MAP THEREOF, RECORDED IN VOLUME 5 OF PLATS, PAGE 25, RECORDS OF SAID COUNTY AND STATE.

SUBJECT TO: 1) Restriction contained in Deed executed by Lester N. David and Allie N. David, recorded in Volumes 89 and 91 of Deeds, at pages 632 and 367, records of Whatcom County, Washington; 2) Agreement for joint use of the wall recorded September 18, 1964 under Auditor's File No. 974885.

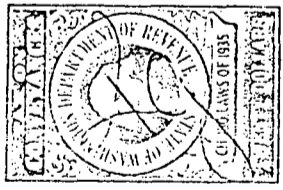
AUG--3-81 5607 NLS----- 2,650.00

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers and its corporate seal to be hereunto affixed this 20TH day of JULY, 1981

RAINIER NATIONAL BANK

By: *Richard E. Cady* Sr. President.

By: \_\_\_\_\_ Secretary.



STATE OF WASHINGTON, }  
County of KING } ss.

On this 30th day of July, 1981, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

*RICHARD E. CADY* and \_\_\_\_\_  
to me known to be the ~~Senior Vice President~~ President and ~~Secretary~~ Secretary, respectively, of

Rainier National Bank  
the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that *RICHARD E. CADY* authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

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

*Richard E. Cady*  
Notary Public in and for the State of Washington,  
residing at *Seattle*

