

796302

STATUTORY WARRANTY DEED

THE GRANTOR, LIGHTHOUSE OYSTER COMPANY, INC., a Washington corporation, for and in consideration of SIXTY THOUSAND DOLLARS (\$60,000.00) in hand paid, conveys and warrants to JUSTIN TAYLOR and CAROL TAYLOR, his wife, and MASAO OKADA and MABEL E. OKADA, his wife, the following-described real estate, situated in the County of Thurston, State of Washington:

PARCEL 1

Tidelands suitable for the cultivation of oysters as conveyed by State of Washington lying in front of Section 5, Township 19 North, Range 2 West W.M., described as follows: Beginning at a point on the government meander line of Totten Sales, N 53°49'00" E 175 feet from the government meander corner on the south line of said Section 5, running thence along said meander line N 53°49'08" E 620.44 feet, N 13°49'00" E 806.71 feet, N 56°49'08" E 729.15 feet, N 28°49'08" E 1505.37 feet and N 48°49'08" E 372.44 feet; thence N 41°11'52" W 142 feet more or less to the westerly line of tract conveyed to H. R. Weatherall by deed dated September 11, 1905 and recorded in Volume 61 of Deeds, page 291; thence along said westerly line of Weatherall tract S 44°31'51" W 532 feet more or less, S 36°31'51" W 1978.71 feet and S 47°31'51" W 1443.82 feet; thence S 42°28'09" E 226.05 feet to the point of beginning; EXCEPTING therefrom that portion lying in tract described as beginning at said point on the government meander line, N 53°49'08" E 175 feet from the government meander corner on the south line of Section 5 and running thence N 53°49'08" E along said meander line 620.44 feet, and thence N 36°10'52" W 150 feet, S 53°49'08" W 190 feet, N 36°10'52" W 50 feet, S 53°49'08" W 100 feet, S 36°10'52" E 50 feet, S 53°49'08" W 348. feet more or less and S 42°28'09" E 151 feet more or less to the point of beginning of this exception.

*Wm. Howard  
11/11/05*

PARCEL 2

Tidelands suitable for the cultivation of oysters as conveyed by State of Washington lying in front of Section 6, Township 19 North, Range 2 West W.M., described as follows: Beginning



Real Estate Sales Tax Paid 600.00  
Receipt N. 20035  
George M. Brackett, Thurston County Treas.  
*Tracy H. Haddock*

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at an angle point on the westerly line of tract conveyed to E. S. Weatherall by deed dated September 11, 1905, and recorded in Volume 61 of Deeds, page 291, described as S 54°40'42" W 1300.89 feet from the government meander corner on the north line of said Section 8; running thence along said westerly line of Weatherall tract S 1°31'47" W 221.05 feet and S 46°31'51" W 1128.47 feet; thence N 43°28'09" W 75 feet to a point N 38°03'44.3" E 715.34 feet from the government meander corner on the west line of said Section 8; thence N 49°34'52" E 511.27 feet, N 25°32'15" E 498.72 feet, N 1°19'56" W 430.12 feet, N 10°10'32" E 396.23 feet and N 23°13'42" E 621.51 feet to the point of beginning; EXCEPTING therefrom the portion lying in the south 100 feet of the north 1340.14 feet of the northwest quarter of said Section 8.

DATED this 31 day of January, 1969.

LIGHTHOUSE OYSTER COMPANY, INC.

BY Emil Jahn  
 BY Joseph Jahn

STATE OF Washington )  
 ) SS:  
 COUNTY OF Multnomah )

On this day personally appeared before me Emil Jahn and Joseph Jahn, to me known to be the President and Vice President of Lighthouse Oyster Company, Inc., the corporation that executed the within and foregoing instrument, and acknowledged to me that they were authorized to execute the same for and on behalf of said corporation, and that they signed the same as the free and voluntary act and deed of said corporation and that the seal affixed is the corporate seal of said corporation.

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

Joseph Jahn  
 Notary Public in and for the State of Washington, residing at  
1234 5th Ave. N.W.



Joseph Jahn  
1234 5th Ave. N.W.  
Olympia

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PAGE

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 THURSTON COUNTY  
 CLERK  
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Taylor United  
Rt 1 Box 575  
Shelton, WA 98584

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THURSTON COUNTY  
WASH.

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Taylor United  
ATTORNEY

REAL ESTATE CONTRACT

THIS CONTRACT, made this 21 day of November, 1979,  
between MABEL H. OKADA, a widow, hereinafter called "Seller", and  
TAYLOR UNITED, INC., a Washington Corporation, hereinafter called  
the "Purchaser".

WITNESSETH: The Seller agrees to sell to the Purchaser and the  
Purchaser agrees to purchase of the Seller all of the Seller's right,  
title and interest in and to the following described real estate  
situated in Thurston County, Washington, to-wit:

PARCEL 1  
This land suitable for the cultivation of oysters as con-  
veyed by State of Washington lying in front of Section 5,  
Township 19 North, Range 2 West W.M., described as follows:  
Beginning at a point on the government meander line of  
Totten Dist, N 53°49'08" E 175 feet from the government  
meander corner on the south line of said Section 5; running  
thence along said meander line N 53°49'08" E 620.44 feet,  
N 36°10'52" E 806.71 feet, N 53°49'08" E 729.15 feet, N  
26°42'08" E 1503.37 feet and W 48°43'08" E 372.44 feet;  
thence N 41°11'52" W 142 feet more or less to the westerly  
line of tract conveyed to E. N. Weatherall by deed dated  
September 11, 1905 and recorded in Volume 61 of Deeds, page  
791; thence along said westerly line of Weatherall tract  
E 44°31'51" W 532 feet more or less, S 36°31'51" W 1978.71 feet  
and S 47°31'51" W 1431.82 feet; thence S 42°28'09" E 226.05  
feet to the point of beginning; EXCEPTING therefrom that  
portion lying in tract described as beginning at said point  
on the government meander line, N 53°49'08" E 175 feet from  
the government meander corner on the south line of Section  
5 and running thence N 53°49'08" E along said meander line  
620.44 feet, and thence S 36°10'52" W 150 feet, S 53°49'08"  
W 190 feet, N 36°10'52" W 50 feet, S 53°49'08" W 100 feet,  
S 36°10'52" E 50 feet, S 53°49'08" W 348. feet more or less  
and S 42°28'09" E 191 feet more or less to the point of be-  
ginning of this exception.

PARCEL 2  
This land suitable for the cultivation of oysters as conveyed  
by State of Washington lying in front of Section 8, Township  
19 North, Range 2 West W.M., described as follows: Beginning

*Handwritten signature*

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VOL 974 pg 27

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ATTORNEYS AT LAW  
ANGLE BLOC - PHONE 432-1122  
SHELTON WASHINGTON

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at an angle point on the westerly line of tract conveyed to H. A. Weatherall by deed dated September 11, 1905, and recorded in Volume 61 of Deeds, page 291, described as S 56°40'42.5" W 1300.89 feet from the government meander corner on the north line of said Section 8; running thence along said westerly line of Weatherall tract S 1°31'51" W 1451.05 feet and S 46°31'51" W 1128.47 feet; thence N 43°28'09" W 75 feet to a point N 38°03'44.3" E 715.24 feet from the government meander corner on the west line of said Section 8; thence N 49°34'52" E 511.27 feet, N 25°32'15" E 498.72 feet, N 1°19'56" W 430.12 feet, N 10°10'32" E 396.23 feet and N 23°13'42" E 621.51 feet to the point of beginning; EXCEPTING therefrom the portion lying in the south 100 feet of the north 1340.14 feet of the northwest quarter of said Section 8.

ALSO

Parcel 1

An undivided one-half interest in Tract 150 of Boston Harbor Water Front Acres Tracts, Division 2 as recorded in Volume 8 of Plats, page 46, EXCEPT that part conveyed to Ward H. Trager and wife by deed dated September 28, 1962 and recorded under File No. 667097.

Parcel 2

That part of tidelands suitable for the cultivation of oysters lying in front of Section 8, Township 19 North, Range 2 West, W.M., described as follows: Beginning at the meander corner common to Sections 5 and 8; S 43° 51' 10" W 100.75 feet; thence along the government meander line S 43° 51' 10" W 100.75 feet; thence along said meander line S 43° 51' 10" W 525.04 feet; S 29° 53' 50" E 409.25 feet; S 20° 21' 10" W 100.75 feet; S 5° 21' 10" W 453.17 feet; S 43° 21' 10" W 100.75 feet; N 38° 50' 50" W 129.58 feet; S 33° 51' 10" W 604.89 feet; and S 49° 31' 10" W 112.84 feet; thence N 43° 28' 09" W 369.89 feet; thence N 46° 31' 51" E 1128.47 feet; thence N 1° 31' 51" E 1451.05 feet; thence N 47° 31' 51" E 597.28 feet; thence S 42° 28' 09" E 740.81 feet to said initial point.

Parcel 3

That part of tidelands suitable for cultivation of oysters lying in front of Sections 5 and 8, Township 19 North, Range 2 West, W.M., described as follows: Beginning at the meander corner common to said Sections 5 and 8; running thence along the government meander line S 43° 51' 10" W 100.75 feet; thence S 43° 51' 10" W 100.75 feet; thence N 42° 28' 09" W 249.51 feet; thence N 47° 31' 51" E 597.28 feet; thence S 42° 28' 09" E 740.81 feet; thence S 53° 49' 08" W 175 feet to the point of beginning.

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SHELTON WASHINGTON STATE

28

Parcel 4

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That part of tidelands suitable for the cultivation of oysters lying in front of Sections 7 and 8, Township 19 North, Range 2 West, W.M., described as follow. Beginning at the meander corner common to Sections 7 and 18, said township and range, on the easterly side of Totten Inlet; running thence along the government meander line N 16° 24' 12" E 719.67 feet; N 40° 34' 12" E 845.88 feet; N 59° 39' 12" E 359.83 feet; N 63° 24' 12" E 591.45 feet; N 66° 36' 10" E 419.23 feet; S 75° 23' 50" E 216.94 feet; and N 49° 51' 10" E 199.26 feet to the south corner of tract conveyed to H. E. Howard and wife by deed dated February 7, 1938 and recorded in Volume 5 of Deeds, page 553; thence N 43° 28' 09" E along the southerly line of said Howard tract 369.89 feet; thence S 46° 31' 51" W 198.87 feet; thence S 61° 31' 51" W 1517.01 feet; thence S 31° 31' 51" W 989.35 feet; thence S 9° 01' 51" W 599.55 feet to the point of beginning.

ALSO

PARCEL A

Beginning at the meander corner to fractional Sections 1 and 12, Township 18 North, Range 3 West W.M., and running thence S 37°55' W 6.82 chains to the true point of beginning of this description; thence running West 13.80 chains; thence S 25°20' E 0.60 chains; thence S 87°21' W 5.41 chains; thence S 33°40' E 5.45 chains; thence S 57°13' E 1.33 chains; thence N 87°21' E 14.94 chains; thence W 0°38' W 5.44 chains to said true point of beginning.

PARCEL B

Beginning at a point from which the meander corner to fractional Sections 1 and 12, Township 18 North, Range 3 West W.M., bears N 37°55' E 6.82 chains distant; said point being the northeast corner of a tract of oyster lands on which the reversionary interest of the State of Washington was conveyed to J. J. Brenner Oyster Company by deed dated September 11, 1916, under application No. 7479, and running thence along the north line of said Brenner tract west 13.89 chains and S 25°20' E 0.69 chains to an angle point in said north line, the true point of beginning of this description; thence S 87°21' W 5.41 chains to the northwest corner of said Brenner tract; thence W 63°08' W 0.42 chains and N 88°48' E 5.70 chains to a point on the boundary line of said Brenner tract; thence S 25°20' E 0.07 chains to said true point of beginning, according to the plat thereof on file in the office of the Commissioner of Public Lands at Olympia, Washington.

PARCEL C

Beginning at a point from which the meander corner to fractional Sections 1 and 12, Township 18 North, Range 3 West W.M., bears N 37°55' E 6.82 chains distant; said point being the southeast corner of a tract of oyster lands conveyed by the State of Washington to Carl Emanuel Wibert by correction deed dated August 12, 1916, and the northeast corner of a tract on which the reversionary interest of the State was conveyed to the J. J. Brenner Oyster Company, by deed dated September 11, 1916, under application No. 7479, and running thence W 0°38' E along the east line of said Brenner tract, 5.44 chains to the southeast corner of said tract; thence N 87°21' E along the south line of said Brenner tract produced 1.33 chains to a point on the east line of said reserve;

-3-

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SHELTON WASHINGTON 98584

NO. 974-29

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thence N 13°07' E 2.09 chains to an angle point in said reserve line; thence continuing along said reserve line N 13°42' W 2.70 chains and N 21°27' E 0.75 chains to a point which is east of the point of beginning; thence west 2.07 chains to the point of beginning, according to the plat thereof on file in the office of the Commissioner of Public Lands at Olympia, Washington.

**PARCEL D**

Beginning at a point which is 3445.24 feet north and 31.83 feet east of the corner common to Sections 11, 12, 13 and 14, Township 18 North, Range 3 West W.M., said point being the southwest corner of the tract of oyster lands deeded by the State of Washington to Mud Bay Louis March 18, 1897, and running thence N 59°39' E 575.5 feet to the southeast corner of said Mud Bay Louis tract, the true point of beginning of this description; thence N 59°39' E 130 feet; thence N 29°46' 40" W 284.88 feet; thence N 52°20'29" W 293.23 feet; thence S 26°25'50" W 280.06 feet to the easterly line of said Mud Bay Louis tract; thence S 58°03' E 504.12 feet to said true point of beginning.

**PARCEL E**

Beginning at a point which is 52.20 chains north and 0.482 chains east of the corner common to Sections 11, 12, 13 and 14, Township 18 North, Range 3 West W.M., said point being the initial point of the tract of oyster lands deeded by the State of Washington to Little Charlie, March 8, 1899, under application No. 933, and running thence N 59°39' E 9.29 chains to the northeast corner of said Little Charlie tract, the true point of beginning of this description; thence S 30°15' E along the east line of said tract, 11.753 chains; thence N 59°39' E 2.873 chains; thence N 46°39' W 7.138 chains; thence N 23°35' W 5.03 chains; thence S 59°39' W 1.43 chains to said true point of beginning.

**PARCEL F**

Tidelands of the second class described as follows: Beginning at a point where the north and south lines between Lots 2 and 3, Section 12, Township 18 North, Range 3 West W.M., intersects the meander line on North Shore of Eld's Inlet; thence running south 18.12 chains, W 68°09' W 7.22 chains, S 76°23' W 5.968 chains, E 43°57' W 2.90 chains, S 64°27' W 3.107 chains to the southeast corner of C. Brenner's Tract Number two; thence S 20° E 21.08 chains, S 64°5' E 1.01 chains, S 89° E 4.59 chains, N 79° E 4.68 chains to place of beginning; EXCEPT-ING therefrom any portion of said premises lying above the line of ordinary high tide of Eld Inlet.

ALSO

The following assignments:

- a. From High House Oyster Company to Justin Taylor and Masaco Okado dated 9 October 1971 and recorded in the office of the Auditor of Thurston County on 22 November 1971 in Vol. 559, page 725, under receiving No. 855242.
- b. From J. J. Brenner Company to Taylor United, Inc., Justin E. Taylor and Masaco Okado, dated 3 December 1974 and recorded in

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SHELTON, WASHINGTON 98584

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the office of the Auditor of Thurston County on 20 December 1974 in Vol. 672, page 174, under receiving No. 926994.

ALSO

All right, title and interest that the grantor may have in tidelands of the second class or oysterlands in Thurston County, Washington, not hereinabove described, that adjoins the above described property.

THE TERMS AND CONDITIONS of this contract are as follows:

1. The purchase price is \$194,250.00 -- \$53,000.00 whereof has been paid (\$15,000.00 by grantee's assumption of a Promissory Note executed on 20 October 1975 running from Grantor to Justin Taylor) receipt of which is hereby acknowledged.
2. The balance of the purchase price, namely the sum of \$141,250.00, shall be paid in monthly instalments of not less than \$1,900.00, including interest accrued on the unpaid balance at the rate of 8% per annum from the date hereof, commencing 20 December 1979.
3. All payments due hereunder shall be made to the account of the Seller at the Bank of Olympia, Olympia, Washington.
4. The Purchaser shall have the option of paying the entire balance of said purchase price at any time with interest accrued to date of such payment and receive the deed hereinafter provided for.
5. The Purchaser may enter into possession as of the date hereof.
6. The Purchaser has inspected the property and agrees to accept the same in its present condition and have satisfied themselves as to the location of the boundary lines thereof.
7. The Seller agrees to execute a Quit Claim Deed in favor of the Purchaser to the premises above described, the same to be delivered to the Purchaser upon full compliance by the Purchaser with his agreement herein provided, however, Seller does not warrant against liens or defects of title occurring subsequent to the date hereof.
8. The Purchaser agrees to pay before delinquent all taxes and/or

-5-

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NOV 26 1979

Vol. 974 pg. 31

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assessments upon said property, which accrue during the term hereof.

9. In the event the Purchaser shall fail to make the payments as herein provided for, or any of them, promptly, upon the terms and at the times specified, the times of payment being hereby declared to be of the essence of this agreement, then the Seller shall have the right to declare this contract forfeited and at an end, and the Seller shall retain all sums paid up to the time of such default as agreed compensation for the breach of this contract, and the use and occupation of said premises, and in such event, all of the rights and interests of the Purchaser hereby created or then existing, shall cease and determine and the premises shall revert to and revent in the Seller without any act of re-entry, provided, however, any accelerated or advance payments made by Purchaser shall be credited against any subsequent default.

10. It is agreed that it shall be sufficient notice of the Seller's right hereunder to cancel this agreement because of any violation of any of its terms by the Purchaser, to mail such notice, by registered mail, to the Purchaser at its present address, or to any other address of the Purchaser which may be made known to the Seller, and such notice shall become effective as a complete cancellation of this contract thirty days after the date of mailing the same in the manner aforesaid.

11. It is agreed by the parties hereto that this contract contains all of the agreements with reference to the sale and purchase of the property above described, and that there are no verbal agreements, representations or promises on the part of either party not herein contained.

12. This contract shall be binding upon and of benefit to the heirs, executors, administrators or assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have signed and sealed this contract the day and year first above written.

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-6-

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ATTORNEYS AT LAW  
ANGLE BLDG - PHONE 486-9728  
EMELD, J. WASHINGTON 98501



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Mabel H. Okada (SEAL)  
SELLER

TAYLOR UNITED, INC.

BY Florence Taylor (SEAL)  
President

Justin C. Taylor (SEAL)  
Secretary

STATE OF WASHINGTON )  
: ss  
COUNTY OF MASON )

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this 21<sup>st</sup> day of November, 1979, personally appeared before me Mabel H. Okada, to me known to be the individual described in and who executed the foregoing instrument and acknowledged that she signed and sealed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

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

Adair C. Mann  
NOTARY PUBLIC IN AND FOR THE STATE  
of Washington, residing at Shelton.

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NOV 21 1979

-7-

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