

OWNER/GENERAL CONTRACTOR "NO BROKEN PRIORITY" DECLARATION NEW CONSTRUCTION – WASHINGTON

To be utilized in connection with Mechanic's Lien Worksheet (WA) – No Broken Priority

The undersigned ("Declarant") declares as follows:

1. That this declaration is being provided to First American Title Insurance Company ("First American") so that it will issue title insurance with respect to the real property legally described as:

That portion of the Northwest Quarter of the Southeast Quarter of section 20, Township 14 North, Range 2 West, W.M. Described as follows:

Beginning at the southeast corner of said subdivision; thence north 87°21'20" West 388.7 feet to the easterly boundary of Kresky Road and the true point of beginning; thence south 87°21'20" east 232.1 feet; thence north 2°03'40" east 180.0 feet; thence north 87°21'20" west 91.85 feet to the easterly line of Kresky Road; thence southwesterly along said easterly line 277.0 feet, more or less, to the point of beginning.

Excepting any portion lying within NE Kresky Avenue or NE Grove Street.

Lewis County, Washington

the "Property."

2. That (a) Declarant owns the Property or is an authorized representative of the owner of the Property (in either case, "Owner") and/or (b) Declarant is the general contractor or the authorized representative of the general contractor that has contracted to construct improvements on the Property (in either case, "General Contractor").
3. That during the period of 90 days immediately preceding the date of this declaration no work has been performed on the Property and no materials have been delivered to the Property, except as disclosed in the Indemnity Agreement I concurrently signed and submitted herewith.
4. That any professional service providers involved with the Property (including, but not limited to surveyors, architects or engineers) have been paid in full or will be paid in full at the time of recordation (the "Closing Date") of the deed of trust and/or other security instrument for the construction loan.
5. That Owner has not directed General Contractor to commence work on the Property or deliver any materials to the Property prior to the Closing Date, except with respect to itself as its own GC for prior work as disclosed in the Indemnity Agreement I concurrently signed and submitted herewith.
6. That Owner and/or General Contractor will not authorize any work to commence on the Property or any materials to be delivered to the Property prior to the Closing Date, except with respect to itself as its own GC for prior work as disclosed in the Indemnity Agreement I concurrently signed and submitted herewith.
7. That if Owner and/or General Contractor becomes aware of any work completed or materials delivered to the Property prior to the Closing Date they will immediately alert First American, except the matters disclosed in the Indemnity Agreement I concurrently signed and submitted herewith, to which Owner is concurrently alerting First American.
8. That Owner and/or General Contractor hereby indemnifies and agrees to hold harmless First American against any loss or expenses, including attorney fees, sustained because any statement herein is directly or indirectly asserted or alleged to be false or inaccurate.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

DATED this ____ day of _____, 201__ at _____, Washington.

Owner/Borrower: **Lewis County**

General Contractor: **Lewis County**

By: Ryan Barrett
Its: County Manager, as authorized by the County Commissioners

By: [Same; the County is its own GC]
Its: [Same; the County is its own GC]

[If Property Owner and General Contractor are one and the same, please execute both signature fields.]