

# **Title Reports**

SKG LLC

Parcels 0420243073 & 0420243001

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**LITIGATION/TRUSTEE'S SALE/CONTRACT FORFEITURE**

Issued By:



CHICAGO TITLE INSURANCE COMPANY

Guarantee Number:

**70013258**

**CHICAGO TITLE INSURANCE COMPANY**  
a corporation, herein called the Company

**GUARANTEES**

City of Sumner, their heirs and assigns

**SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HEREOF, CHICAGO TITLE INSURANCE COMPANY**, a Nebraska corporation, herein called the Company, guarantees the Assured against loss not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records, on the Date of Guarantee stated in Schedule A, the title to the herein described estate or interest was vested in the vestee named, subject to the matters shown as Exceptions in Schedule B, which Exceptions are not necessarily shown in the order of their priority.

This Guarantee shall not be valid or binding until countersigned below by an authorized signatory of the Company.

**Ticor Title Company**  
**600 SW 39th Street, Suite 100**  
**Renton, WA 98057**

Countersigned By:

Authorized Officer or Agent



**Chicago Title Insurance Company**

By:

President

Attest:

Secretary

## ISSUING OFFICE:

Title Officer: Danny Osborn  
 Ticor Title Company  
 600 SW 39th Street, Suite 100  
 Renton, WA 98057  
 Phone: (425)255-7575 Fax: (425)873-7574  
 Main Phone: (425)255-7575  
 Email: Danny.Osborn@ticortitle.com

**SCHEDULE A**

Liability	Premium	Tax
\$1,000.00	\$400.00	\$38.00

Effective Date: November 3, 2014 at 08:00AM

1. Assured: City of Sumner, their heirs and assigns
2. The estate or interest in the land hereinafter described or referred to covered by this Guarantee is:
 

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

SKG, LLC, a Washington limited liability company
4. The land referred to in this Guarantee situated in the County of Pierce, State of Washington, and is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**END OF SCHEDULE A**

**EXHIBIT "A"**  
Legal Description

Beginning at a point 30 feet west and 60 feet south of a stone monument where State Street intersects the West Valley Road at Sumner;

Thence running southerly along the line of State Street 400 feet to the center of the Stuck River;

Thence westerly following down the main channel of Stuck River to a point on the following described line:

Commencing at the intersection of Hunts Avenue and Main Street, located in the west half of the southwest quarter of Section 24, Township 20 North, Range 4 East, W.M., in Pierce County, Washington;

Thence northeasterly along Main Street, 526.00 feet, more or less, to a stone monument designating the intersection of Main Street and the Old Bridge Site Crossing, said intersection being the initial point of said line;

Thence north 25°23'20" west 620.00 feet, more or less, along the center line of the Old Bridge Site Crossing Right of Way to the intersection of Pacific Highway and point of termination;

Thence north 25°23'20" west along said line to the southerly line of Valley Avenue (Old Pacific Highway-Valley Route);

Thence northeasterly along the southerly line of said Valley Avenue to the point of beginning, all in the J.W. McCarty Donation Land Claim in Section 24, Township 20 North, Range 4 East, W.M., in Pierce County, Washington;

EXCEPT any portion thereof lying northeasterly of the southerly line of the Sumner- Pacific Highway Connection and approach to Pacific Highway North, as granted to Pierce County by instrument recorded March 29, 1927 under Recording Number 846278.

**SCHEDULE B**

THE TITLE TO SAID ESTATE OR INTEREST IS SUBJECT TO THE FOLLOWING EXCEPTIONS:

**SCHEDULE B**  
(continued)

## SPECIAL EXCEPTIONS

1. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2014  
 Tax Account No.: 0420243073  
 Levy Code: 117  
 Assessed Value-Land: \$28,900.00  
 Assessed Value-Improvements: \$0.00

General and Special Taxes: Billed: \$405.02  
 Paid: \$405.02  
 Unpaid: \$0.00

Affects: Portion of said premises

2. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2014  
 Tax Account No.: 0420243001  
 Levy Code: 117  
 Assessed Value-Land: \$497,400.00  
 Assessed Value-Improvements: \$96,100.00

General and Special Taxes: Billed: \$8,193.35  
 Paid: \$8,193.35  
 Unpaid: \$0.00

Affects: Portion of said premises

3. Any unrecorded leaseholds, right of vendors and holders of security interests on personal property installed upon the Land and rights of tenants to remove trade fixtures at the expiration of the terms.

**SCHEDULE B**

(continued)

4. The Company will require the following documents for review prior to the issuance of any title assurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: SKG, LLC

- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
- c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d. If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company that it was validly formed, is in good standing and authorized to do business in the state of origin.
- e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

5. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of Sumner  
 Purpose: construction, repair and maintenance of public utilities and services  
 Recording Date: October 21, 1966  
 Recording No.: 2166235  
 Affects: southwesterly portion of premises

6. Common Boundary Agreement and the terms and conditions thereof:

Recording Date: September 25, 1973  
 Recording No.: 2521335  
 Regarding: Comon boundary between the subject premises and premises adjoining on the west

7. Agreement with the City of Sumner and the terms and conditions thereof:

Recording Date: March 1, 2001  
 Recording No.: 9103010016  
 Regarding: Agreement not to protest the formation of an LID

8. Agreement with the City of Sumner and the terms and conditions thereof:

Recording Date: August 30, 1994  
 Recording No.: 9408300085  
 Regarding: Agreement not to protest the formation of an LID

**SCHEDULE B**  
(continued)

9. Seismic Hazard Area Notice and the terms and conditions thereof:
- Recording Date: September 7, 1994  
Recording No.: 9409070186
10. On-Site Sewage Operation and Maintenance Permit Agreement and the terms and conditions thereof:
- Recording Date: February 23, 1998  
Recording No.: 9802230454
11. Agreement to Maintain Stormwater Facilities and to Implement a Pollution Source Control Plan and the terms and conditions thereof:
- Recording Date: November 15, 2007  
Recording No.: 200711150424
12. Any question that may arise due to shifting and changing in the course, boundaries or high water line of Stuck River.
13. Rights of the State of Washington in and to that portion, if any, of the Land which lies below the line of ordinary high water of Stuck River.
14. Any prohibition or limitation of use, occupancy or improvement of the Land resulting from the rights of the public or riparian owners to use any portion which is now or was formerly covered by water.
15. Paramount rights and easements in favor of the United States for commerce, navigation, fisheries and the production of power.

NOTE: A survey has been recorded:

Recording Date: 04/09/2006  
Recording No.: 9604090779

NOTE: A survey has been recorded:

Recording Date: 11/05/1996  
Recording No.: 9611050572

Note: FOR INFORMATIONAL PURPOSES ONLY:

The following may be used as an abbreviated legal description on the documents to be recorded, per Amended RCW 65.04.045. Said abbreviated legal description is not a substitute for a complete legal description within the body of the document:

Subdivision: SW 24-20N-4E in JW McCarty DLC APN/Parcel ID(s): 0420243073 0420243001  
Tax Account No.: 0420243073 and 0420243001

**SCHEDULE B**  
(continued)

Note: The Public Records indicate that the address of the improvement located on said Land is as follows:

13624 to 13704 Valley Avenue East  
Sumner, WA 98390

**END OF SCHEDULE B**

**SCHEDULE C  
INFORMATION FOR THE ASSURED**

1. This Guarantee is restricted to the use of the Assured solely for the purpose of providing information to facilitate the commencement of a suit at law or foreclosure pursuant to RCW 61.24 of a mortgage described in Schedule B affecting the land described in Schedule A. The Company shall have no liability for any reliance hereon except for the purpose for which this Guarantee is issued. This Guarantee is neither a commitment nor an obligation by the Company to issue any policy or policies of title insurance insuring said land, and it is not to be used as a basis for closing any transaction affecting title to said land.
2. Upon request WITHIN SIXTY (60) DAYS from the effective date of this Guarantee, the Company will extend the effective date of this Guarantee by endorsement to include the filing of any complaint and recording of Notice of Lis Pendens, recording of Notice of Intent to Forfeit Real Estate Contract, or recording of the Notice of Trustee's Sale. Such an endorsement will show as additional exceptions, and therefore exclude from coverage, those matters attaching subsequent to the effective date of the Guarantee but prior to the issuance of the endorsement.
3. Upon request on the thirtieth (30<sup>th</sup>) day preceding the date set for the forfeiture of real estate contract, or trustee's sale, the Company will issue an endorsement identifying federal tax liens, if any, affecting the land described in Schedule A. THE RESPONSIBILITY, HOWEVER, FOR DETERMINING THE THIRTIETH (30<sup>TH</sup>) DAY BEFORE THE SALE OR FORFEITURE, AND FOR MAKING THE REQUEST ON THAT SAME DAY, IS BORNE BY THE ASSURED.
4. The Company may, BUT IS NOT OBLIGATED TO, issue additional endorsements extending the effective date of the Guarantee at the request for the Assured. The Company will not, and accepts no obligation to, issue an endorsement extending the effective date to, or beyond, the date of any sale of the premises, recording of a Declaration of Forfeiture or a Real Estate Contract, trustee's sale or deed in lieu thereof.
5. Attention is called to the Servicemembers Civil Relief Act (108 P.L. 189; 117 Stat. 2835; 2003 Enacted H.R. 100) and amendments thereto which contain inhibitions against the sale of land under a deed of trust if the owner is entitled to the benefits of said Act.
6. Attention is called to the Federal Tax Lien Act of 1966 and amendments thereto which, among other things, provides for the giving of written notice of sale or forfeiture in a specified manner to the Secretary of the Treasury or his delegate as a requirement for the discharge or divestment of a federal tax lien in a non-judicial sale or forfeiture, and establishes with respect to such lien a right in the United States to redeem the property within a period of one hundred twenty (120) days from the date of any such sale or forfeiture.

**EXCLUSIONS FROM COVERAGE**

The following mailers are expressly excluded from the coverage of this Guarantee:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Guarantee.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Guarantee.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Guarantee.
3. Defects, liens, encumbrances, adverse claims against the title as guaranteed, or other matters:
  - (a) created, suffered, assumed or agreed to by one or more of the Assured;
  - (b) not known to the Company, not recorded in the public records at Date of Guarantee but known to one or more of the Assured at Date of Guarantee;
  - (c) resulting in no loss or damage to the Assured;
  - (d) attaching or created subsequent to Date of Guarantee.
4. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule B or with respect to the validity, legal effect or priority of any matter shown therein.
5. 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.
6. Unpatented mining claims; reservations or exceptions in United States Patents or in Acts authorizing the issuance thereof; Indian tribal codes or regulations. Indian treaty or aboriginal rights, including easements or equitable servitudes; water rights, claims or title to water.
7. Title to any property beyond the lines of the land expressly described in the description set forth in this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; of any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
8. Any loss or damage which arises out of any transaction affecting the estate or interest shown in Schedule A of this Guarantee by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

**CONDITIONS AND STIPULATIONS****1. DEFINITION OF TERMS**

The following terms when used in this Guarantee mean;

- (a) "land": the land described in this Guarantee and improvements affixed thereto which by law constitute real property.
- (b) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions from Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district in which the land is located.
- (c) "date." "Date of Guarantee": the effective date;
- (d) "the Assured": the party or parties named as the Assured in this Guarantee, or in a supplemental writing executed by the Company.
- (e) "mortgage": mortgage, deed of trust, trust deed, real estate contract or other security instrument,

**2. PROSECUTION OF ACTIONS**

- (a) The Company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein guaranteed; and the Company may take any appropriate action under the terms of this Guarantee whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision hereof.
- (b) in all cases where the Company does so institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for such purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.

**3. NOTICE OF LOSS-LIMITATION OF ACTION**

A statement in writing or any loss or damage for which it is claimed the Company is liable under this Guarantee shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Assured under this Guarantee until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Guarantee unless action shall be commenced thereon within two years after expiration of said thirty day period. Failure to furnish such statement of loss or damage or to commence such action within the time hereinbefore specified, shall be a conclusive bar against maintenance by the Assured of any action under this Guarantee,

(continued)

**4. OPTION TO PAY, SETTLE OR COMPROMISE CLAIMS**

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage, the Company shall have the option to purchase the indebtedness secured by said mortgage. Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage securing the same to the Company upon payment of the purchase price.

**5. LIMITATION OF LIABILITY-PAYMENT OF LOSS**

- (a) The liability of the Company under this Guarantee shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall such liability exceed the amount of total liability stated within this Guarantee.
- (b) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorney's fees in litigation carried on by the Assured with the written authorization of the Company.
- (c) No claim for damages shall arise or be maintainable under this Guarantee (1) if the Company after having received notice of an alleged defect, lien or encumbrance not shown as an Exception or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.
- (d) All payments under this Guarantee, except for attorneys' fees as provided for in paragraph 5(b) hereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing this Guarantee for endorsement of such payment unless the Guarantee be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.
- (e) When liability has been definitely fixed in accordance with the conditions of this Guarantee, the loss or damage shall be payable within thirty days thereafter.

**6. SUBROGATION UPON PAYMENT OR SETTLEMENT**

Whenever the Company shall have settled a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to such claim had this Guarantee not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. The Assured if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right or subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving such rights or remedies.

**7. GUARANTEE ENTIRE CONTRACT**

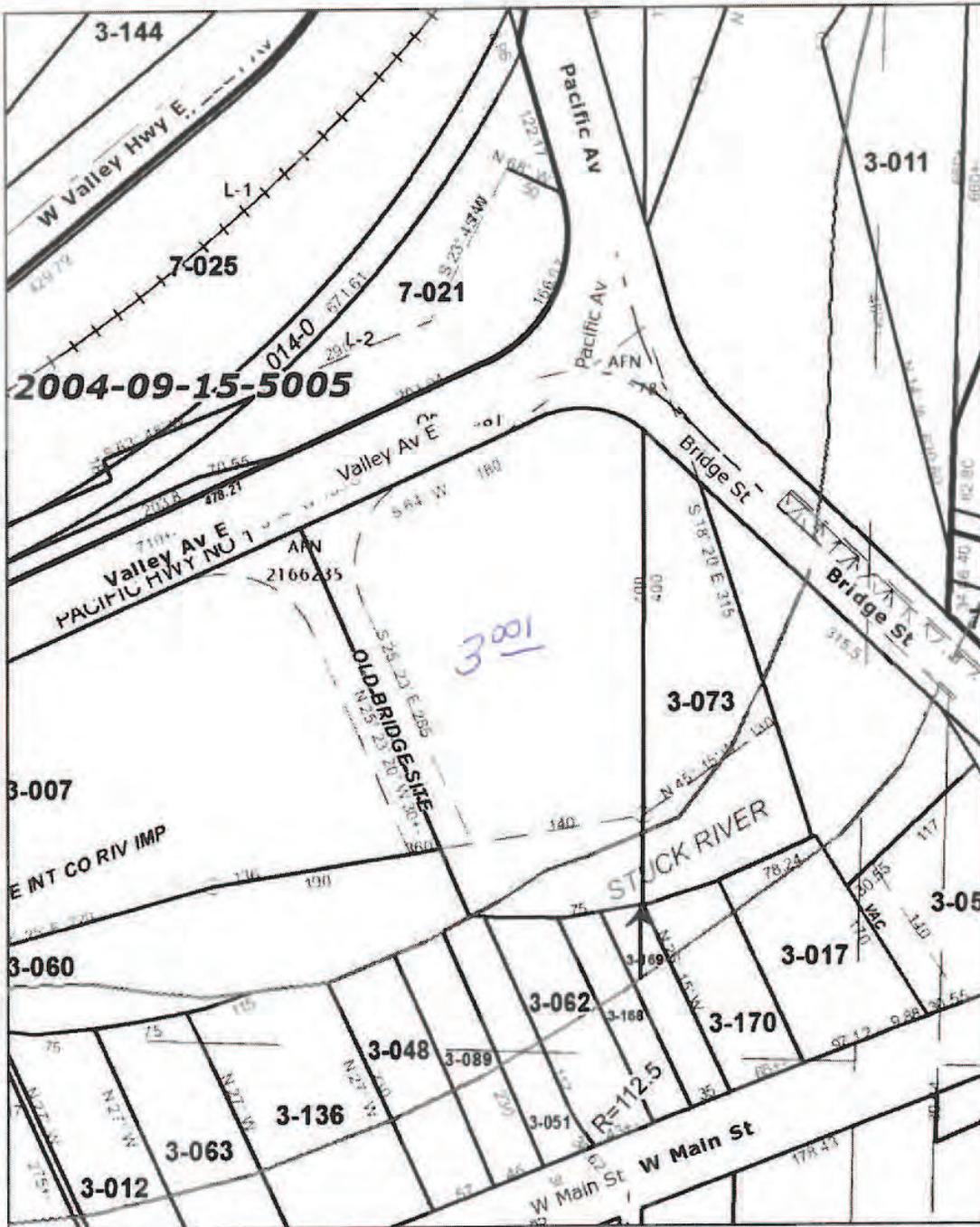
Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Guarantee.

No provision or condition of this Guarantee can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

**8. NOTICES, WHERE SENT**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this guarantee and shall be addressed to the Company at: Chicago Title Insurance Company, P.O. Box 45023, Jacksonville, FL 32232-5023.

**9. THE FEE SPECIFIED WITHIN THIS GUARANTEE IS THE TOTAL FEE FOR TITLE SEARCH AND EXAMINATION AND FOR THIS GUARANTEE.****END OF CONDITIONS AND STIPULATIONS**



This map has been copied from the public records and is provided solely for the purpose of assisting in locating the premises. No liabilities are assumed for inaccuracies contained herein or for variations, if any, in dimensions, area or location of the premises or the location of improvements ascertained by actual survey.



Quarter of Section 35, Township 20 North, Range 2 East, Willamette Meridian, thence running North 70.27 feet, thence North 39° 11' East, 227.53 feet, thence on a curve to the right, radius 1023.68 feet, a distance of 63.83 feet to the true place of beginning; thence continuing along said curve 167.31 feet, thence South 39° 43' East 420. feet, to the Northwesterly line of Gravelly Lake Drive, thence Southwesterly on said line on a curve of 603.68 feet radius a distance of 80. feet, thence North 60° 49' West 420. feet to beginning and containing 1.19 acres more or less, reserving as a right of way for water main a strip of land 6.00 foot wide along the Northwesterly end of said tract, being Lot No. 21 in the unrecorded plat of Gravelly Lake Drive Tracts as surveyed by D.H. White.

Tract TWENTY-TWO (22) GRAVELLY LAKE DRIVE TRACTS. Beginning at the Northwest corner of the East Half of Southeast Quarter of Southwest Quarter of Section 35, Township 20 North, Range 2 East, Willamette Meridian, thence running North 70.27 feet, thence North 39° 11' East 211.36 feet to true place of beginning, thence running North 39° 11' East 16.17 feet, thence on a curve to the right radius 1023.68 feet, a distance of 63.83 feet, thence South 50° 49' East 420 feet to Northwesterly line of Gravelly Lake Drive, thence on a curve to the left radius 603.68 feet a distance of 63.83 feet along Gravelly Lake Drive, thence tangent to said curve South 39° 11' West 16.17 feet along Gravelly Lake Drive, thence North 50° 49' West 420. feet to true place of beginning and containing 0.77 acres more or less, reserving as a right of way for water main a strip of land 6.00 foot wide along the Northwesterly end of said tract, being Lot No. 22 in the unrecorded plat of Gravelly Lake Drive Tracts as surveyed by D.H. White.

TO HAVE AND TO HOLD, The said premises, with all the appurtenances, unto the said party of the second part, and to her heirs and assigns forever. The purpose and intent of this instrument is to transfer all of the community and separate interest of Gustav H. Koschmal to Louise Koschmal, his wife, and to vest in said parties the title in fee simple as her sole and separate property and estate

IN WITNESS WHEREOF, The said party of the first part has herunto set his hand and seal the 25th day of March 1927.

Signed, Sealed and Delivered in the Presence of

State Of Washington, )
County Of Pierce, ) ss.
I, E. R. York, a Notary Public in and for the said State, do hereby certify that on this 25th day of March 1927, personally appeared before me Gustav H. Koschmal who is also known as G.H. Koschmal, to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have herunto set my hand and affixed my official seal the day and year in this certificate first above written.
E. R. York Notary Public
State Of Washington,
Expiration Of Commission Aug. 9, 1930

Filed and recorded at request of Louise Koschmal Mar. 29, 1927 at 10:19 A.M.
Deputy P. Campbell Jr. Auditor Pierce Co. W.

846278
--M.E.K.--

THE GRANTOR Sumner Co. Operative Creamery Co. of Pierce County, State of Washington, for and in consideration of Three Hundred and no/100 (\$300.00) Dollars in hand paid, hereby convey and warrant to PIERCE COUNTY, WASHINGTON, the following described real estate, situate in the County of Pierce, State of Washington, to-wit:

Beginning at a point on the southwest boundary line of State Street in Section 24, Twp. 20, North Range 4 E.W.M. as said street appears of record in the office of the County Auditor of Pierce County, Washington, in Vol. 100, page 3 of the records of Deeds in said office, whence a stone monument at the intersection of said State Street with the West Valley Road at Sumner bears north 12° 07' 30" West 224.28 feet distant; thence from said initial point North 49° 29' West parallel with and 30 feet distant southwesterly from the center line of the Tacoma Approach to the proposed new Sumner Bridge over Stuck River as said approach is now staked out and located over the lands of the Sumner Co-operative Creamery Company's property for a distance of 63.37 feet to a point of curve to the left having a radius of 76.1 feet; thence following the arc of said curve for a distance of 88.3 feet more or less to intersection with the southeast boundary of the right-of-way for the Pacific Highway, thence northerly along said Pacific Highway boundary line to its intersection with the West line of State Street hereinbefore described, thence southwesterly along said boundary line of State Street 155 feet more or less to place of beginning and containing 0.13 acres more or less, for Sumner-Pacific Highway Connection and approach to Pacific Highway North, lying north from the north end of Sumner Bridge.

Dated this 18th day of March 1927.

Signed in the presence of
Sumner Co.-Operative Creamery Co.
Incorporated Seal 1898
James Coplan (Seal)
Wm. Hummons Pres. (Seal)
Geo. H. Lee Secy. (Seal)

State Of Washington, )
County Of Pierce, ) ss
I, C.W. Van Scoyoc a Notary Public in and for the said State, do hereby certify that on this 18th day of March A.D. 1927, personally appeared before me James Coplan to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed, for the uses and purposes herein mentioned.

IN WITNESS WHEREOF, I, have herunto set my hand and affixed my seal the day and year in this certificate first above written.
C. W. Van Scoyoc Notary Public
State Of Washington,
Commission Expires Aug. 21, 1930

Filed and recorded at request of C. W. Van Scoyoc
Deputy My Commission Expires

State Of Washington, )
County Of Pierce, ) ss
I, E. J. Enright a Notary Public in and for the said State, do hereby certify that on this 17th day of March A.D. 1927, personally appeared before me Sumner Co-Creamery Co. to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have herunto set my hand and affixed my official seal the day and year in this certificate first above written.
E. J. Enright Notary Public
State Of Washington,
Commission Expires Feb. 12, 1930

APPROVED
Henry Ball
Fredrick Shaw
County Commissioners,
Pierce County, Washington,
Filed and recorded at request of Pierce County,
Deputy

846279
Statutory Warranty Deed

THE GRANTOR Alberta M. Hostetater, nee land paid, convey and warrant to E.R. Rhodes the Pierce, State of Washington:

Lots Seven (7) and Eight (8), Block No Tacoma, Washington.

Dated this 7th day of February A.D. 1927

State Of Washington, )
County Of King, ) ss.

On this 7th day of February A.D. 1927, State of Washington, duly commissioned and sworn to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed and sealed the said instrument and purposes therein mentioned.

IN WITNESS WHEREOF, I have herunto set my hand and affixed my official seal the day and year in this certificate first above written.
J. V. A. Smith Notary Public
State Of Washington,
Commission Expires July 14, 1928

Filed and recorded at request of J. G. Fisher
Deputy

846280
Warranty Deed

This Instrument, made the 25th day of Between E.R. Rhodes and Fannie E. Rhode And W.G. Fisher Barrett, a single man Witnesseth: That the said parties of the no/100 Dollars gold coin of the United States part, the receipt whereof is hereby acknowledged, confirm unto the said party of the second part pieces or parcels of land, situate, lying and Washington, and bounded and particularly described as follows:

Lots seven (7) and Eight (8) Block Four Tacoma, Washington,

Together with all and singular the ten in anywise appertaining, and the reversion and profits thereof.

To Have and to Hold, the same to the said first parties do hereby covenant with the said real estate in fee from all encumbrances administrators shall WARRANT AND DEFEND the use against the just and lawful claims and demands

In Witness Whereof, the said parties do day and year first above written.
Signed, Sealed and Delivered in the Presence of
Harry P. Sorunton
Harry J. Thomas

State of California, )
County Of Los Angeles, ) ss

On this 25th day of March A.D. 1927, b County and State, residing therein, duly commi Rhodes, a husband and wife known to me to be the and solemnly acknowledged to me that they executed the

In Witness Whereof, I have herunto set this Certificate first above written.

Harry P. Sorunton Notary Public
Los Angeles Co. Cal.
Eureka



200211221425 5 PGS  
 11-22-2002 03:52pm \$23.00  
 PIERCE COUNTY, WASHINGTON

**RETURN TO:**

SHARON KAY GROUT  
 2616 202ND AVE CT EAST  
 SUMNER, WA 98390



**STATUTORY WARRANTY DEED**  
**PACIFIC NORTHWEST TITLE COMPANY**

Reference # (if applicable) \_\_\_\_\_

Grantor(s): ESTATE OF KERMIT K. DYMENT, DEC'D

Additional on Page: \_\_\_\_\_

SOPHIA DYMENT FILED BY PNWI

Grantee(s): SHARON KAY GROUT 488427-2

Additional on Page: \_\_\_\_\_

Abbreviated Legal Description: SW 24-20-04

Additional on Page: \_\_\_\_\_

Assessor's Tax Parcel ID# 042024-3-001; 042024-3-073

THE GRANTOR SOPHIA DYMENT, A SINGLE PERSON, INDIVIDUALLY AND AS PERSONAL REPRESENTATIVE OF THE ESTATE OF KERMIT K. DYMENT, DECEASED

for and in consideration of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION AND AS PART OF AN IRC SECTION 1031 TAX DEFERRED EXCHANGE

in hand paid, conveys and warrants to SHARON KAY GROUT, A SINGLE PERSON

the following described real estate, situated in the County of PIERCE State of Washington:  
 SEE EXHIBIT "A" ATTACHED HERETO AND A PART HEREOF.  
 SUBJECT TO: SEE EXHIBIT "B" ATTACHED HERETO.

Dated: 11-21-02

ESTATE OF KERMIT K. DYMENT, DEC'D

Sophia Dymont  
 SOPHIA DYMENT  
 (individually)

Sophia Dymont  
 SOPHIA DYMENT  
 PERSONAL REPRESENTATIVE



1112270 2 PGS  
 11-22-2002 03:10pm ERJHNSO  
 EXCISE COLLECTED:\$11,570.00 AFF.FEE:\$0.00  
 CATHY PEARBALL-STIPEK CPO AUDITOR  
 PIERCE COUNTY, WASHINGTON

83

NOTARY PAGE

STATE OF WASHINGTON }  
County of King } ss.  
}

I hereby certify that I know or have satisfactory evidence that SOPHIA DYMENT

is the person(s) who appeared before me, and said person(s) acknowledged that (he, she, they) signed this instrument and acknowledged it to be (his, her, their) free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: November 21, 2002

L. Dian Maxwell  
Notary Public in and for the State of Washington

Printed Name L. Dian Maxwell

Residing at Shredline  
My appointment expires 4/17/2006



STATE OF WASHINGTON. }  
County of King } ss.  
}

I hereby certify that I know or have satisfactory evidence that SOPHIA DYMENT

is the person(s) who appeared before me, and said person(s) acknowledged that (he, she, they) signed this instrument, on oath stated that SHE IS authorized to execute the instrument and acknowledge it as the PERSONAL REPRESENTATIVE of ESTATE OF KERMIT K. DYMENT, DECEASED to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: November 21, 2002

L. Dian Maxwell  
Notary Public in and for the State of Washington

Printed Name L. Dian Maxwell

Residing at Shredline  
My appointment expires 4/17/2006



## Exhibit A

The land referred to is situated in the State of Washington, and described as follows:

Beginning at a point 30 feet west and 60 feet south of a stone monument where State Street intersects the West Valley Road at Sumner;  
Thence running southerly along the line of State Street 400 feet to the center of the Stuck River;  
Thence westerly following down the main channel of Stuck River to a point on the following described line:

Commencing at the intersection of Hunts Avenue and Main Street, located in the west half of the southwest quarter of Section 24, Township 20 North, Range 4 East, W.M., in Pierce County, Washington;  
Thence northeasterly along Main Street, 526.00 feet, more or less, to a stone monument designating the intersection of Main Street and the Old Bridge Site Crossing, said intersection being the initial point of said line;  
Thence north 25°23'20" west 620.00 feet, more or less, along the center line of the Old Bridge Site Crossing Right of Way to the intersection of Pacific Highway and point of termination;  
Thence north 25°23'20" west along said line to the southerly line of Valley Avenue (Old Pacific Highway-Valley Route);  
Thence northeasterly along the southerly line of said Valley Avenue to the point of beginning, all in the J.W. McCarty Donation Land Claim in Section 24, Township 20 North, Range 4 East, W.M., in Pierce County, Washington;  
EXCEPT any portion thereof lying northeasterly of the southerly line of the Sumner-Pacific Highway Connection and approach to Pacific Highway North, as granted to Pierce County by instrument recorded March 29, 1927 under Recording Number 846278.

Exhibit B

1. EASEMENT AND THE TERMS AND CONDITIONS REFERENCED THEREIN, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:

RESERVED BY: City of Sumner  
PURPOSE: Construction, repair and maintenance of public utilities and services  
AREA AFFECTED: Southwesterly portion of said premises  
RECORDED: October 21, 1966  
RECORDING NUMBER: 2166235

2. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

BY: City of Sumner and Kermit Dymont and Sophia Dymont  
RECORDED: March 1, 1991  
RECORDING NUMBER: 9103010016

REGARDING:  
Owner(s) hereby agree for themselves and their heirs, successors and assigns in interest that they will sign any petition in favor of the formation of an L.I.D. and will not protest or object to the formation of such L.I.D.

3. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

BY: City of Sumner and Kermit Dymont and Sophia Dymont, husband and wife  
RECORDED: August 30, 1994  
RECORDING NUMBER: 9408300085

REGARDING:  
Owners hereby agree for themselves, their heirs, successors and assigns, to waive their right under RCW 35.43.180 to protest the formation of a Local Improvement District

4. SENSITIVE AREA NOTICE AND THE TERMS AND CONDITIONS THEREOF:

RECORDED: September 7, 1994  
RECORDING NUMBER: 9409070186

Said instrument states, in part, that limitations may exist on actions in or affecting the sensitive areas or their buffers present on the property.

5. ON-SITE SEWAGE OPERATION AND MAINTENANCE PERMIT AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

BY: Tacoma-Pierce County Health  
Department and Kermit and Sophia  
Dyment/Riverside Tavern

RECORDED: February 23, 1998  
RECORDING NUMBER: 9802230454

6. Any question that may arise due to the shifting and changing in course of White River.
7. Right of the state of Washington in and to that portion, if any, of the property herein described which lies below the line of ordinary high water of the White River.
8. Any prohibition of or limitation of use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any portion which is now or has been formerly covered by water.
9. Paramount rights and easements in favor of the United States for commerce, navigation, fisheries and the production of power.



200303050463 2 PGS  
 03-05-2003 10:27am \$20.00  
 PIERCE COUNTY, WASHINGTON

AFTER RECORDING MAIL TO:

STEVEN J. BROWN, PLLC  
 1019 Regents Blvd., Suite 201  
 Fircrest, WA 98466

Document Title: Quit Claim Deed  
 Grantor: SHARON K. GROUT, a single person  
 Grantee: SKG, LLC, a Washington limited liability company  
 Legal Description: R.4 E, T.20 N, S.24, W ½ of the SW ¼  
 Legal Description is on Pages 1 and 2 of Document.  
 Parcel Number: 042024-3-001 and 042024-3-073

**QUIT CLAIM DEED**

THE GRANTOR, SHARON K. GROUT, a single person, for no consideration and merely to transfer title to a limited liability company owned entirely by her, and other valuable consideration, conveys and Quit Claims to SKG, LLC, a Washington limited liability company, the following described real estate, situated in the County of Pierce, State of Washington, including any interest therein which Grantor may hereafter acquire:

**Parcel No.: 042024-3-001 and 042024-3-073**

Beginning at a point 30 feet west and 60 feet south of a stone monument where State Street intersects the West Valley Road at Summer;  
 Thence running southerly along the line of State Street 400 feet to the center of the Stuck River;  
 Thence westerly following down the main channel of Stuck River to a point on the following described line:

QUIT CLAIM DEED



1122117 2 PGS  
 03-05-2003 10:12am RCAROVA  
 EXCISE COLLECTED:\$0.00  
 PAT MCCARTHY, AUDITOR  
 PIERCE COUNTY, WASHINGTON

AFF. FEE:\$2.00

20



f. t.  
223254  
SEP 25 1973

2521335

COMMON BOUNDARY AGREEMENT

THIS AGREEMENT is made as of the day and date written below for and in consideration of the mutual covenants contained hereinafter.

1. Description of Parties.

(a) First Party. Those corporations hereinafter designated as "First Party" are KELLEY, FARQUHAR & COMPANY, an Oregon corporation; BARRON'S METAL PRODUCTS, INC., now known as BARRON INDUSTRIES, INC., a Washington corporation, and DELTA ENGINEERING, INC., now known as XELCO CORPORATION, a Washington corporation.

(b) Second Party. Those individuals hereinafter referred to as "Second Party" are JACK D. LEpard and MILDRED A. LEpard, husband and wife; JOHN E. CARLSON and MARGARET L. CARLSON, husband and wife; and FRED L. MINCH, Jr., and JEAN M. MINCH, husband and wife.

2. Description of Properties.

(a) First Party has some claim of right, title and ownership in and to that parcel of real estate situated in Pierce County, Washington, and more particularly described in Exhibit A attached hereto and incorporated by reference herein. Said real estate is hereinafter referred to as Parcel "A". Said Parcel "A" on its approximate easterly boundary abuts a parcel of real estate, hereinafter referred to in subparagraph (b) below, to which there is a claim of right, title and ownership by Second Party.

(b) Second Party has a claim of right, title and ownership to that certain parcel of real estate situated in Pierce County, Washington, which is more particularly described in Exhibit B attached hereto and incorporated by reference herein. Said Parcel of real estate is hereinafter referred to as Parcel "D". Said parcel of real estate on its approximate westerly boundary abuts Parcel "A" held by First Party.

EXCISE TAX PAID \$  
REC NO 336170 DATE 7-25-73  
MAURICE WATSON & SONS Co. Treas.  
By *Margaret M. Leppard* DEPUTY

2521335

3. Description of Problem and Dispute. The easterly boundary of Parcel "A" held by First Party and the westerly boundary of Parcel "D" held by Second Party is affected by the following title problem:

(a) On May 28, 1907, there was dedicated to Pierce County, Washington, by deed a 30-foot right of way for a highway running in a true northerly-southerly direction and diagonally intersecting the easterly boundary of Parcel "A" and the westerly boundary of Parcel "D". Said right of way, hereinafter referred to as "1907 right of way", has never been completely vacated by Pierce County although First and Second Party believe it was the intent of Pierce County to completely vacate said right of way in the proceedings referred to in subparagraph (b) below. The "1907 right of way" is more particularly described in Exhibit C attached hereto and incorporated by reference herein.

(b) On September 6, 1966, the city of Sumner, Pierce County, Washington, by Ordinance No. 806, vacated that certain right of way more particularly described in Exhibit D attached hereto and incorporated by reference herein. Said right of way is hereinafter referred to as the "Old Bridge Right of Way". Said right of way diagonally intersects the easterly boundary of Parcel "A" and the westerly boundary of Parcel "D". A duly verified copy of said Ordinance No. 806 was filed under Pierce County Auditor's receiving number 2166235. It is the belief of First Party and Second Party that the city of Sumner, Washington, in vacating the Old Bridge Right of Way intended to vacate whatever right of way it and its predecessor Pierce County had, including the 1907 right of way.

There is attached hereto as Exhibit E for illustrative purposes, a map depicting Parcels "A" and "D" and each of the aforesaid rights of way. First Party has and does claim and has openly, continuously and adversely to any right of Second Party, occupied as and to the approximate easterly boundary of Parcel "A", all of that real estate lying westerly of the center line of the vacated Old Bridge Right of Way. Second Party has and does claim and has openly, continuously and adversely to any right of First Party, occupied as the approximately westerly boundary of Parcel "D", all of that real estate lying easterly of the center line of vacated Old Bridge Right of Way. First and Second Party do now hereby wish to forever resolve the location and description of the common boundary line dividing their respective parcels of real estate without the necessity of court proceedings and have therefore entered into this agreement.

2521335

4. Description of Common Boundary. First and Second Party do now mutually agree that the common boundary between Parcel "A" and Parcel "D" is and hereafter shall be the center line of vacated Old Bridge Right of Way as more particularly described in Exhibit D. Thus, First Party does hereby forever quit claim and convey to Second Party all right, title and interest First Party may have in Parcel "A" or in Parcel "D" lying easterly of the center line of vacated Old Bridge Right of Way. Likewise, Second Party does hereby forever convey and quit claim to First Party all right, title and interest Second Party may have in Parcel "D" or Parcel "A" lying westerly of the center line of vacated Old Bridge Right of Way.

5. Taxes and Easements. From and after the date of this agreement, First Party shall be responsible for and pay those real estate taxes levied on all of that real estate lying westerly of the center line of vacated Old Bridge Right of Way; and Second Party shall be responsible for and pay all real estate taxes levied on all of that real estate lying easterly of the center line of vacated Old Bridge Right of Way. In addition, each of the conveyances described in paragraph 4 above is made subject to the easements for utilities reserved by the city of Sumner to itself in Ordinance No. 806 and as described in Exhibit D.

Dated this 24<sup>th</sup> day of September, 1973.

KELLY, FARQUHAR & COMPANY

By [Signature]  
Its Secretary

BARRON'S METAL PRODUCTS, INC.,  
now known as BARRON INDUSTRIES,  
INC.

By [Signature]  
Its Sic TARA

DELTA ENGINEERING, INC., now  
known as XELCO CORPORATION

By [Signature]  
Its Vice President

(First Party)

[Signature]  
JACK D. LEPPARD

[Signature]  
MILDRED A. LEPPARD

[Signature]  
JOHN E. CARLSON

[Signature]  
MARGARET L. CARLSON

[Signature]  
FRED L. MINCH, JR.

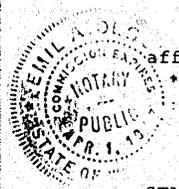
[Signature]  
JEAN M. MINCH

(Second Party)

2521335

STATE OF Idaho )  
COUNTY OF Blaine ) ss.

On this 24<sup>th</sup> day of September, 1973, before me personally appeared Dr. Burnell, to me known to be the Secretary of KELLEY, FARQUHAR & COMPANY, the corporation that executed the within and 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 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.

Emil A. Olson  
Notary Public in and for the State of Idaho, residing at Kirkland

STATE OF WASHINGTON )  
COUNTY OF Blaine ) ss.

On this 24<sup>th</sup> day of September, 1973, before me personally appeared H.C. Barron & Delbert R. Barron known to be the Sec. Treas. & Pres. of BARRON'S METAL PRODUCTS, INC., now known as BARRON INDUSTRIES, Xelco INC., and of DELTA ENGINEERING, INC., now known as XELCO CORPORATION, the corporations that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporations 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.

Charles M. Davis  
Notary Public in and for the State of Washington, residing at Sumner

2521335

STATE WASHINGTON )  
COUNTY OF Lucas ) ss.

5

On this day personally appeared before me JACK D. LEPARD and MILDRED A. LEPARD, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged to me that they signed the same as their free and voluntary act and deed for the purposes therein mentioned.

Given under my hand and official seal this 24th day of September, 1973.



Carl M. Guss  
Notary Public in and for the State of Washington, residing at Summer

STATE OF WASHINGTON )  
COUNTY OF Lucas ) ss.

On this day personally appeared before me JOHN E. CARLSON and MARGARET L. CARLSON, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged to me that they signed the same as their free and voluntary act and deed for the purposes therein mentioned.

Given under my hand and official seal this 24th day of September, 1973.



Carl M. Guss  
Notary Public in and for the State of Washington, residing at Summer



2521335

PARCEL "A":

Beginning at a stone monument 1681.76 feet North of the Southwest corner of the J. W. McCarty Donation Land Claim in Sections 13, 14, 23, and 24, Township 20 North, Range 4 East of the Willamette Meridian; thence East 1032.35 feet to a stone monument; thence South 615.25 feet to a stone monument near the foot of the bluff; thence South 55° East 409.22 feet to a stone monument being the initial point of this description, from this monument run along the South line of the county road South 40°41' West 140 feet; thence North 68°30' East 541.7 feet; thence North 64° East 169.20 feet to the West line of the county road; thence North 5° West 64.3 feet; thence South 64° West 189.6 feet; thence South 68°30' West 425.1 feet to the said initial point of this description, being a strip of land 60 feet in width along and adjacent to the South line of the Sumner and Puallup County Road from the creamery lot West, as said county road is described and intended to be described in that certain deed of conveyance from the Town of Sumner to Puget Sound Power Company, dated January 8, 1904 and recorded in Volume 220 of Deeds at Page 628 of the records of the County Auditor of Pierce County, Washington.

ALSO, beginning at a stone monument 1681.76 feet North of the Southwest corner of the J. W. McCarty Donation Land Claim in Sections 13, 14, 23 and 24, Township 20 North, Range 4 East of the Willamette Meridian, and thence East 1032.35 feet to a stone monument; thence South 615.25 feet to a stone monument near the foot of the bluff; thence South 55° East 409.22 feet to a stone monument; thence South 40°41' West 140 feet to the initial point of this description, from this point run South 40°41' West 60 feet; thence South 87°50' East 380 feet; thence North 72°25' East 220 feet; thence North 79°15' East 136 feet to the West line of the creamery lot, as the West line of said lot is described and intended to be described in the deed of conveyance from the Town of Sumner to Puget Sound Power Company, dated January 8, 1904; thence North 5° West on the West line of said creamery lot, as said West line is described and intended to be described as aforesaid, 250.4 feet; thence South 64° West 169.2 feet; thence South 68°30' West 541.7 feet to said initial point of this description.

EXCEPTING from above described tracts the East 30 feet thereof conveyed to Pierce County for a highway by deed dated May 28, 1907,

ALSO EXCEPTING that portion conveyed to Pierce County by deed dated January 16, 1912, for the right of way for State Aid Road No. 70., except roads.

ALSO:

Beginning at a monument located at the most Southerly corner of a tract of land conveyed to the Standard Oil Company by deed recorded in Volume 400 of Deeds at Page 490, under Auditor's Fee No. 434802, records of said County, located in the J. W. McCarty Donation Land Claim in Section 24, Township 20 North, Range 4 East of the Willamette Meridian; thence North 40°41' East along the Southeasterly line of said Standard Oil Company tract 195.35 feet to a stone monument located at the most Westerly corner of a tract of land conveyed to Washington Berry Growers Packing Corporation by deed recorded in Volume 498 of Deeds at Page 592, under Auditor's Fee No. 863900, records of said county; thence South 87°29' East 380 feet to a stone monument on the South line of said tract; thence North 72°46' East along the South line of said tract, 220 feet to an old stone monument; thence North 79°15' East along the South line of said tract and the same produced, 360 feet to a stone monument located out in the River; thence in a Southwesterly direction along the low water mark in the Stuck River to an intersection with the Southwesterly line of said Standard Oil Company tract produced Southeasterly; thence North 64°03' West 144 feet to the point of beginning.

EXHIBIT A

2521335

PARCEL "D":

Beginning at a point 30 feet West and 60 feet South of a stone monument where State Street intersects the West Valley Road at Sumner; thence Southerly along the line of State Street 400 feet to the center of the Stuck River; thence Westerly following down the main channel of Stuck River to a point on the following described line:

Commencing at the intersection of Hunts Avenue and Main Street, located in the West half of the Southwest quarter of Section 24, Township 20 North, Range 4 East of the Willamette Meridian; City of Sumner; thence Northeasterly along Main Street 526.00 feet, more or less, to a stone monument designating the intersection of Main Street and the Old Bridge Site Crossing, said intersection being the initial point of said line; thence North  $25^{\circ}23'20''$  West 620.00 feet, more or less, along the center line of the Old Bridge Site Crossing right of way to the intersection of Pacific Highway and point of termination; thence North  $25^{\circ}23'20''$  West along said line to the Southerly line of Valley Avenue (Old Pacific Highway-Valley Route); thence Northeasterly along the Southerly line of said Valley Avenue to the point of beginning, all in the J. W. McCarty Donation Land Claim in Section 24, Township 20 North, Range 4 East of the Willamette Meridian.

EXCEPT any portion thereof lying Northeasterly of the Southerly line of the Sumner-Pacific Highway Connection and approach to Pacific Highway North, as granted to Pierce County by instrument recorded March 29, 1927 under Auditor's Fee No. 846278, and

EXCEPT any portion thereof lying Southerly of the following described line: Beginning at stone monument 1681 and 76/100 feet North of the Southwest corner of the Jonathan W. McCarty Donation Land Claim No. 49 situated in Sections 13, 14, 23 and 24, Township 20 North, Range 4 East of the Willamette Meridian; thence East 1032.33 feet to a stone monument; thence South 615.25 feet to a stone monument near the foot of bluff; thence South  $55^{\circ}$  East 409.22 feet to a stone monument; thence South  $40^{\circ}41'$  West 200 feet to a stone monument on top of bank of Stuck River; thence South  $87^{\circ}50'$  East 380 feet to a cedar hub on bank of said River; thence with the meanders of the North side of Stuck River North  $72^{\circ}25'$  East 220 feet to a stone monument; thence North  $79^{\circ}15'$  East 330 feet to a stone monument; thence North  $45^{\circ}15'$  East 160 feet to a cedar hub; thence North  $7\frac{1}{2}^{\circ}$  East 100 feet to a stone monument.

Situate in the City of Sumner, County of Pierce and State of Washington.

EXHIBIT B

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**2521335**

The 1907 right of way is the same legal description as Exhibit A, which is Parcel "A", EXCEPTING therefrom the East 30 feet thereof conveyed to Pierce County, Washington, for a highway by deed dated May 28, 1907.

EXHIBIT C

10  
2521335

Commencing at the intersection of Hunts Avenue and Main Street, located in the West half of the Southwest quarter of Section 24, Township 20 North, Range 4 East W.M., City of Sumner; thence Northeasterly along Main Street 526.00 feet more or less to a stone monument designating the intersection of Main Street and the Old Bridge Site Crossing, said intersection being the point of beginning; thence Northwesterly 620.00 feet, more or less along the center line of the Old Bridge Site Crossing Right of Way to the intersection of Pacific Highway and point of termination.

EXCEPTING therefrom existing Right of Way for Main Street and Pacific Highway, and excepting that portion of the right of way lying south of the Stuck River.

RESERVING in said vacated right of way a 10.00 foot utility easement to the City of Sumner on either side of the center line of any existing utilities, in addition to a 10.00 foot utility easement on either side of the center line of said vacated Old Bridge Site Crossing Right of Way.

EXHIBIT D

9103010016

AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of February, 1990 by and between the City of Sumner, hereinafter referred to as City, and Kermit Dymment and Sophia Dymment, husband and wife or single person, hereinafter referred to as Owner(s).

WHEREAS, Section 12.20.040 of the Sumner Municipal Code requires that all new residences and all property improved by the construction thereon within the City shall have sidewalks in and completed, for the full width of the property being developed, before the buildings are occupied for residential or other purposes; and

WHEREAS, Owner(s) desire to construct a window and door on the hereinafter described real property; and

WHEREAS, circumstances exist which would make the construction of sidewalks, curbs, gutters, street improvements and storm drainage upon the hereinafter described real property impractical at the present time; and

WHEREAS, Owner(s) are willing to construct the above improvements by the L.I.D. method and are willing to participate in an L.I.D., now, therefore

For and in consideration of the mutual benefits to be derived therefrom, it is hereby mutually agreed as follows:

1. Owner(s) own the following described real property situated in the City of Sumner, County of Pierce, State of Washington: COMMENCING @ INTERSECTION OF WLY. EXT. OF 9/4 MAIN ST. IN SUMNER WA. & WEST LINE OF KINCAID D.C.; THENCE N. 49 FT. THENCE W. 250 FT. TO P.O.B. THENCE NORTH 40 FT. TO RD. TH 54°-37' W 170 FT. TH 56°- WEST 130 FT. TO RD. THENCE S 25°-25' E 285 FT. TH N 19°-15' E 140 FT. TO P.O.B. TOG/W NELY 1/2 VACATED OLD BRIDGE ST. ALL LOCATED IN THE SW 1/4 SECTION 24 T20N R4E W. M. PIERCE COUNTY WA. commonly known as 13624 VALLEY AVE., Sumner, Washington.

2. That if any L.I.D. is proposed to pay all or a portion of the cost of the construction of sidewalks, curbs, gutters, street improvements and storm drainage that serve or benefit all or a portion of the above described real property, that Owner(s) hereby agree for themselves and their heirs, successors and assigns in interest that they will sign any petition in favor of the formation of an L.I.D. and will not protest or object to the formation of such L.I.D. for the construction of sidewalks, curbs, gutters, street improvements and storm drainage.

3. Pursuant to the agreement of Owner(s) set forth in paragraph 2 above, City agrees to issue an occupancy permit to Owner(s) for the building located upon the above described real property.

4. This agreement shall be effective for a period of ten years from the date hereof.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF SUMNER

By: [Signature] By: [Signature]

Attest:

By: [Signature] City Clerk By: [Signature]

STATE OF WASHINGTON )  
 )ss.  
County of Pierce )

On this 21st day of February, 1991 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared [Signature] and [Signature], to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument 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 in this certificate above written.



[Signature]  
NOTARY PUBLIC in and for the State of Washington, residing at [Address]. My commission expires 7/9/94.

91 MAR -1 AM 9:17

RECORDED  
INDEXED  
AND NOTED  
MIRIAM HATCHER  
COUNTY CLERK

-2-

9103010016

9408300085

94 AUG 30 AM 8: 51

AGREEMENT

RECORDED  
CATHY PEARSALL-STIPEK  
AUDITOR PIERCE CO. WASH

BK 1055PG3640

THIS AGREEMENT, made and entered into this 4 day of August, 1994, by and between the CITY OF SUMNER (hereinafter referred to as "City", and **Kermit Dymont and Sophia Dymont**, husband and wife, (thereinafter referred to as "Owners).

WHEREAS, Section 12.20.040 of the Sumner Municipal Code requires that all new residences and all property improved by the construction thereon within City shall have sidewalks in and completed, for the full width of the property being developed, before the buildings are occupied for residential or other purposes; and

WHEREAS, Owners desire to **remodel interior** of the hereinafter described real property; and

WHEREAS, circumstances exist which would make the construction of sidewalks as now defined by Section 12.20.010 of the Sumner Municipal Code or as hereafter amended, upon the hereinafter described real property impractical at the present time; and

WHEREAS, Owners are willing to construct the above improvement by participating in a Local Improvement District to fund all or a portion of the construction of sidewalks and all required street and drainage improvements on **Valley Avenue East**; now, therefore

For and in consideration of the mutual benefits to be derived therefrom, it is hereby mutually agreed as follows:

1. Owners own the following described real property situated in the City of Sumner, County of Pierce, State of Washington:

COMMENCING AT INTERSECTION OF WESTERLY EXTENSION OF THE CENTER LINE OF MAIN ST. IN SUMNER AND WEST LINE OF KINCAID D.C. BEING IN THE SW 1/4 SECTION 24, T20N, R4E PIERCE COUNTY, WA.; THENCE NORTH 49 FT.; THENCE WEST 250 FT. TO POINT OF BEGINNING; THENCE NORTH 400 FT. TO ROAD; THENCE SOUTH 47° 37' WEST 170 FT.; THENCE SOUTH 64° WEST 130 FT. TO ROAD; THENCE SOUTH 25° 23' EAST 285 FT.; THENCE NORTH 79°15' EAST 140 FT. TO POINT OF BEGINNING. TOGETHER WITH THE NORTHEASTERLY 1/2 OF VACATED OLD BRIDGE SITE CROSSING RIGHT-OF-WAY ABUTTING SOUTHWESTERLY LINE AFORSAID PROPERTY.

commonly known as **13704 Valley Avenue East**, Sumner, Washington.

2. That if a Local Improvement District is proposed to pay all or a portion of the costs of the construction of sidewalks and all required street and drainage improvements that serve or benefit all or a portion of the above-described real property, Owners hereby agree for themselves, their heirs, successors and assigns, to waive their right under RCW 35.43.180 to protest the formation of a Local Improvement District, and that they will sign any petition to form a Local

9408300085



BK 1055PG3642

My Commission Expires: 9-9-97

9408300085

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August 2, 1994

2521335

LOCATION SKETCH  
FOR

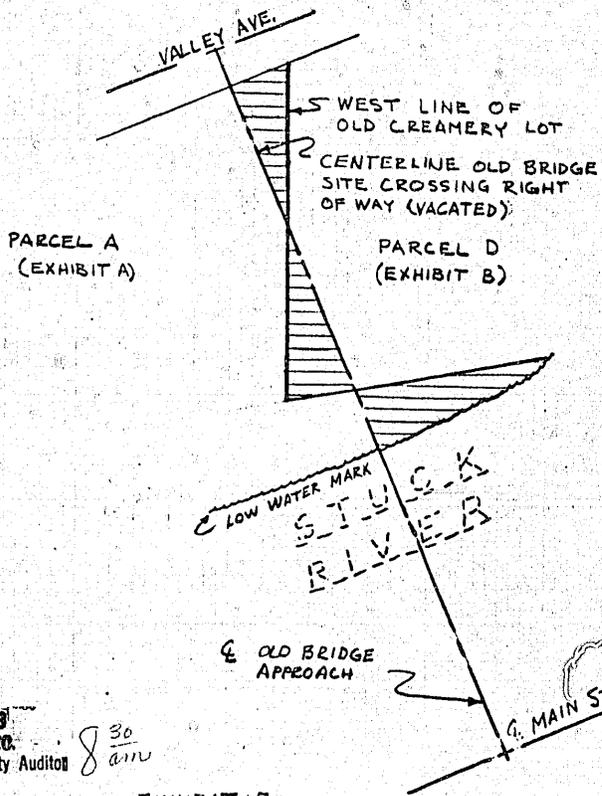
XELCO CORP.  
&

RIVERSIDE TAVERN

SUMNER, WASH.  
SEC. 24, T. 20N., R. 4E., WM.



AREA IN DISPUTE



Filed for record SEP 25 1973  
Request of TACOMA TITLE CO.  
Richard A. Greco, Pierce County Auditor

8 30  
am

EXHIBIT E



RETURN TO:  
City of Sumner  
Public Works Department-Pam  
1104 Maple Street, STE 260  
Sumner WA 98390-1423

Please make no mark in the margin space - Reserved for County Auditor's use only.

TYPE OF DOCUMENT:	Agreement to Maintain Stormwater Facilities
GRANTOR(S):	SKG LLC
GRANTEE:	City of Sumner, a Municipal Corporation
LEGAL DESCRIPTION:	Page 6, Exhibit 'A' of this document
ABBREVIATED LEGAL DESCRIPTION:	042024 SE
ASSESSOR TAXPARCEL I.D. No.:	042024 3001; 3073; 7021;
NAME OF PROJECT	Just Next Door & Riverside Tavern & park lot
ADDRESS OF PROJECT	13608 Valley Avenue East / C 8 - 1
PROJECT No.:	SWMA 00130 / SIT2004-00007

AGREEMENT TO MAINTAIN  
STORMWATER FACILITIES AND TO IMPLEMENT A  
POLLUTION SOURCE CONTROL PLAN

THIS AGREEMENT made and entered into this 16 day of August, 2007, by and between the CITY OF SUMNER, a municipal corporation hereinafter referred to as "City", and SKG LLC ,(hereinafter referred to as "Owner").

WHEREAS, this agreement contains specific provisions with respect to maintenance of storm water facilities and use of pollution source control (BMPs). The authority to require maintenance and pollution source control is provided in Ordinance No. 1603; and

WHEREAS, Owner owns the following-described real property situated in Pierce County, State of Washington, as set forth in Exhibit 'A', which is attached hereto and made a part hereof; and

WHEREAS, Owner has constructed improvements including, but not limited to, building, pavement, and stormwater facilities on the above-described real property; now, therefore,

For and in consideration of the mutual benefits to be derived therefrom, it is mutually agreed as follows:

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A. City and Owner enter into this agreement in order to further the goals of City to insure the protection and enhancement of City's water resources. The responsibilities of each party to this agreement are identified below:

*1. Owner shall:*

- a. Implement the stormwater facility maintenance program included herein as Exhibit "1".
- b. Implement the pollution source control program included herein as Exhibit "2".
- c. Maintain a record (in the form of a log book) of steps taken to implement the programs referenced in "a" and "b" above. The log book shall be available for inspection by the City staff at Owner's business address: **13608 A Valley Avenue East, Sumner WA 98390-1535**. The log book shall catalog the action taken, who took it, when it was done, how it was done, and any problems encountered or follow-up actions recommended. Maintenance items ("problems") listed in Exhibit "1" shall be inspected on a monthly or more frequent basis, as necessary. Owner is encouraged to photocopy the individual checklists in Exhibit "1" and use them to complete its monthly inspections. These completed checklists would then, in combination, comprise the monthly log book.
- d. Submit an annual report to City regarding implementation of the programs referenced in "a" and "b" above. The report must be submitted on or before May 15<sup>th</sup> of each calendar year and shall contain, at a minimum, the following:
  - (1) Name, address and telephone number of the business, the person or the firm responsible for plan implementation, and the person completing the report.
  - (2) Time period covered by the report.
  - (3) A chronological summary of activities conducted to implement the programs referenced in "a" and "b" above. A photocopy of the applicable sections of the log book, with any additional explanation needed, shall normally suffice. For any activities conducted by paid parties not affiliated with Owner, include a copy of the invoice for services.
  - (4) An outline of planned activities for the next year.

2. *City shall:*

- a. Provide technical assistance to Owner in support of its operation and maintenance activities conducted pursuant to its maintenance and source control programs. Said assistance shall be provided upon request, and as City time and resources permit, at no charge to Owner.
- b. Review the annual report and conduct a minimum of one (1) site visit per year to discuss performance and problems with Owner.
- c. Review this agreement with Owner and if necessary consider reasonable modification hereto no more than once every three (3) years.

B. Remedies:

1. If City determines that maintenance or repair work is required to be done to the stormwater facility existing on Owner's property, the Director of the Department of Public Works shall give the owner of the property within which the drainage facility is located, and the person or agent in control of said property, notice of the specific maintenance and/or repair required. The Director shall set a reasonable time in which such work is to be completed by the persons who were given notice. If the above required maintenance and/or repair is not completed within the time set by the Director, written notice will be sent to the persons who were given notice stating City's intention to perform such maintenance and bill Owner for all incurred expenses.
2. If at any time City determines that the existing system creates any eminent threat to public health or welfare, the Director may take immediate measures to remedy said threat. Under such circumstances no notice to the persons listed in B.1 above shall be required, but the City shall give the Owner immediate notice of the remedial measures so taken
3. The persons listed in B.1 above shall assume all responsibility for the cost of any maintenance and for repairs to the stormwater facility. Such responsibility shall include reimbursement to City within thirty (30) days of the receipt of the invoice for any such work performed. Overdue payments will require payment of interest at the current legal rate for liquidated judgments. If legal action ensues, any costs or fees incurred by City will be borne by the parties responsible for said reimbursements.
4. In the event Owner of the property fails to pay City within thirty (30) days from the date that the costs were incurred, City shall have the right to file a lien against the real property for all charges and expenses incurred. A lien specifying the

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expenses incurred and giving a legal description of the premises sought to be charged shall be filed with the County Auditor within ninety (90) days from the date of the completion of the work. The same may at any time thereafter be collected in the manner provided for foreclosure of mechanic's liens under the laws of the State of Washington.

C. Intent:

1. This agreement is intended to protect the value and desirability of the real property described above and to benefit all the citizens of the City. It shall run with the land and be binding on all parties having or acquiring from Owner or their successors, any right, title or interest in the property or any part thereof, as well as their title, or interest in the property or any part thereof, as well as their heirs, successors and assigns. They shall inure to the benefit of each present or future successor in interest of said property or any part thereof, or interest therein, and to the benefit of all citizens of City.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

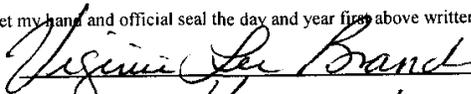
OWNER SIGNATURE:

By:  By: \_\_\_\_\_  
 Its: \_\_\_\_\_ Its: \_\_\_\_\_  
SKG LLC \_\_\_\_\_

STATE OF WASHINGTON )  
 ) SS  
 COUNTY OF PIERCE )

On this 19<sup>th</sup> day of July, 2009, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared SKG LLC, to me proven to be the individual described in and who executed the foregoing instrument for himself and acknowledged that he signed the same as his free and voluntary act and deed for himself and also as his free and voluntary act and deed as of said CORPORATION, for uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

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

  
 Printed Name: Virginia Lee Branch  
 NOTARY PUBLIC in and for the State  
 Washington, residing at Buckley WA  
 My Commission Expires: 4-16-09

CITY OF SUMNER

By: David L. Enslow Mayor  
 By: John Doan City Administrator

STATE OF WASHINGTON )  
 ) SS  
 COUNTY OF PIERCE )

On this 16 day of August, 2007, before me, the undersigned, a Notary Public in the State of Washington, duly commissioned and sworn, personally appeared, David L. Enslow and John Doan, representing themselves as Mayor and City Administrator, respectively, of the City of Sumner, the municipal corporation that executed the foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the same.

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



Pamela R St Martin  
 Printed Name: PAMALA R ST MARTIN  
 NOTARY PUBLIC in and for the State  
 Washington, residing at Puyallup  
 My Commission Expires: 5-9-10

Approved to Form:  
 By: Brett Vinson City Attorney

ATTEST:  
 By: Terri Berry City Clerk

Approved By:  
William Shoemaker  
 William Shoemaker, P.E. Public Works Director

TYPE OF DOCUMENT:	Agreement to Maintain Stormwater Facilities
GRANTOR(S):	SKG LLC
ABBREVIATED LEGAL DESCRIPTION:	042024 SE
ASSESSOR TAX PARCEL I.D. No.:	042024 3001; 3073; 7021;
NAME OF PROJECT	Just Next Door & Riverside Tavern & park lot
ADDRESS OF PROJECT	13608 Valley Avenue East / C 8 - 1
PROJECT No.:	SWMA 00130 / SIT2004-00007

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**EXHIBIT 'A' - STORMWATER MAINTENANCE AGREEMENT****Legal Description**

0420243001 SE

Section 24 Township 20 Range 04 Quarter 32 : COM AT INTER OF WLY EXT OF C/L MAIN ST IN SUMNER & W LI KINCAID DC TH N 49 FT TH W 250 FT TO POB TH N 400 FT TO RD TH S 47 DEG 37 MIN W 170 FT TH S 64 DEG W 130 FT TO RD TH S 25 DEG 23 MIN E 285 FT TH N 79 DEG 15 MIN E 140 FT TO POB TOG/W NELY 1/2 VAC OLD BRIDGE SITE CROSSING R/W ABUTT SWLY LI AFORESAID PROP FEE # 2166235

0420243073 SE

Section 24 Township 20 Range 04 Quarter 32 : COM AT INTER OF WLY EXT OF C/L OF MAIN ST IN SUMNER & W LI OF KINCAID DLC N 49 FT W 250 FT TO POB N 400 FT S 18 DEG 20 MIN E 315 FT S 45 DEG 15 MIN W 130 FT TO POB

0420247021 SE

Section 24 Township 20 Range 04 Quarter 32 L 2 OF S P 2004-09-15-5005 EXC POR CYD TO CY OF SUMNER FOR ADD'L R/W BY ETN 4080507 TOG/W EASE & RESTRICTIONS OF REC OUT OF 521520-0005 SEG 2005-0708 JU 11/03/04JU DC/BL 12-22-05BL

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**EXHIBIT 1: MAINTENANCE PROGRAM - COVER SHEET**

TYPE OF DOCUMENT: Agreement to Maintain Stormwater Facilities  
GRANTOR(S): SKG LLC  
ABBREVIATED LEGAL DESCRIPTION: 042024 SE  
ASSESSOR TAXPARCEL I.D. No.: 042024 3001; 3073; 7021;  
NAME OF PROJECT Just Next Door & Riverside Tavern & park lot  
ADDRESS OF PROJECT 13608 Valley Avenue East / C 8 - 1  
PROJECT No.: SWMA 00130 / SIT2004-00007

Inspection Period: \_\_\_\_\_ annually by May 15 \_\_\_\_\_

Number of Sheets Attached: \_\_\_\_\_

Date Inspected: \_\_\_\_\_

Name of Inspector: \_\_\_\_\_

Inspector's Signature: \_\_\_\_\_

## EXHIBIT 1 MAINTENANCE PROGRAM

## 1. Maintenance checklist for Catch Basins and Inlets

Frequency	Drainage System Feature	X	Problem	Conditions to Check For	Conditions That Should Exist
M, S	General		Trash, debris and sediment in or on basin	Trash or debris in front of the catch basin opening is blocking capacity by more than 10%.	No trash or debris located immediately in front of catch basin opening. Grate is kept clean and allows water to enter.
M				Sediment or debris (in the basin) that exceeds 1/3 depth from the bottom of basin to invert of the lowest pipe into or out of the basin.	No sediment or debris in the catch basin. Catch basin is dug out and clean.
M, S				Trash or debris in any inlet or pipe blocking more than 1/3 of height.	Inlet and outlet pipes free of trash or debris.
M, S				Dead animals or vegetation that could generate odors that would cause complaints or dangerous gases (e.g., methane).	No dead animals or vegetation present within the catch basin.
M, S				Deposits of garbage exceeding 1 cubic foot in volume.	No condition present which would attract or support the breeding of insects or rodents.
M			Structural damage to frame and/or top slab.	Corner of frame extends more than ¼ inch past curb face into the street (if applicable)	Frame is even with curb.
M				Top slab has holes larger than 2 square inches or cracks wider than ¼ inch (intent is to make sure all material is running into the basin)	Top slab is free of holes and cracks.
M				Frame is not sitting flush on top slab i.e., separation of more than ¼ inch of the frame from the top slab.	Frame is sitting flush on top slab.
A			Cracks in basin walls/bottom	Cracks wider than ½ inch and longer than 3 feet, any evidence of soil particles entering catch basin through cracks or maintenance person judges that structure is unsound.	Basin replaced or repaired to design standards. Contact a professional engineer for evaluation.
A				Cracks wider than ½ inch and longer than 1 foot at the joint of any inlet/outlet pipe or any evidence of soil particles entering catch basin through cracks.	No cracks more than ¼-inch wide at the joint of inlet/outlet pipe.
A			Settlement/ Misalignment	Basin has settled more than 1 inch or has rotated more than 2 inches out of alignment.	Basin replaced or repaired to design standards. Contact a professional engineer for evaluation.
M, S			Fire hazard or other pollution	Presence of chemicals such as natural gas, oil, or gasoline. Obnoxious color, odor, or sludge noted.	No color, odor, or sludge. Basin is dug out and clean.

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## EXHIBIT 1 (Continued)

## 1. Maintenance checklist for Catch Basins and Inlets (continued)

Frequency	Drainage System Feature	X	Problem	Conditions to Check For	Conditions That Should Exist
M, S			Outlet pipe is clogged with vegetation.	Vegetation or roots growing in inlet/outlet pipe joints that is more than six inches tall and less than six inches apart.	No vegetation or root growth present.
M, S			Vegetation	Vegetation growing across and blocking more than 10% of the basin opening.	No vegetation blocking opening to basin.
M, S			Pollution	Non-flammable chemicals of more than ½ cubic foot per three feet of basin length.	No pollution present other than surface film.
M, S	Catch Basin Cover		Cover not in place	Cover is missing or only partially in place. Any open catch basin requires maintenance.	Catch basin cover is closed.
A			Locking Mechanism Not Working	Mechanism cannot be opened by one maintenance person with proper tools. Bolts into frame have less than ½ inch of thread.	Mechanism opens with proper tools.
A			Cover Difficult to Remove	One maintenance person cannot remove lid after applying 80 lbs of lift; intent is to keep cover from sealing off access to maintenance.	Cover can be removed by one maintenance person.
A	Ladder		Ladder Rungs Unsafe	Ladder is unsafe due to missing rungs, misalignment, rust, cracks, or sharp edges.	Ladder meets design standards and allows maintenance person safe access.
M, S	Metal Grates (if applicable)		Trash and Debris	Trash and debris that is blocking more than 20% of grate surface.	Grate free of trash and debris.
M, S			Damaged or Missing	Grate missing or broken member(s) of the grate.	Grate is in place and meets design standards.

Key:

A = Annual (March or April preferred)

M = Monthly (see schedule)

S = After major storms.

Comments:

## EXHIBIT 1 (Continued)

## 2. Maintenance Checklist for Conveyance Systems

Frequency	Drainage System Feature	X	Problem	Conditions to Check For	Conditions That Should Exist
M, S	Pipes		Sediment & debris	Accumulated sediment that exceeds 20% of the diameter of the pipe.	Pipe cleaned of all sediment and debris.
M			Vegetation	Vegetation that reduces free movement of water through pipes.	All vegetation removed so water flows freely through pipes.
A			Damaged (rusted, bent, or crushed)	Protective coating is damaged; rust is causing more than 50% deterioration to any part of pipe.	Pipe repaired or replaced.
M				Any dent that significantly impedes flow (i.e., decreases the cross section area of pipe by more than 20%)	Pipe repaired or replaced.
M				Pipe has major cracks or tears allowing groundwater leakage.	Pipe repaired or replaced.
M, S	Open ditches		Trash & debris	Dumping of yard waste such as grass clippings and branches into basin. Unsightly accumulation of nondegradable materials such as glass, plastic, metal, foam, and coated paper.	Remove trash and debris and dispose as prescribed by city Waste Management Section.
M			Sediment buildup	Accumulated sediment that exceeds 20% of the design depth	Ditch cleaned of all sediment and debris so that it matches design.
A			Vegetation	Vegetation (e.g., weedy shrubs or saplings) that reduces free movement of water through ditches.	Water flows freely through ditches. Grassy vegetation should be left alone.
M			Erosion damage to slopes	See "Ponds" Checklist	See "Ponds" Checklist
A			Rock lining out of place or missing (if applicable)	Maintenance person can see native soil beneath the rock lining.	Replace rocks to design standard.
Varies	Catch Basins			See "Catch Basins" Checklist	See "Catch Basins" Checklist
M, S	Swales		Trash & debris	See above for "Ditches"	See above for "Ditches"
M			Sediment Buildup	See above for "Ditches"	Vegetation may need to be replanted after cleaning.
M			Vegetation not growing or overgrown	Grass cover is sparse and weedy or areas are overgrown with woody vegetation.	Aerate soils and reseed and mulch bare areas. Maintain grass height at a minimum of 6 inches for best stormwater treatment or a minimum of 2 inches above the design flow depth. Remove woody growth, recontour, and reseed as necessary.
M, S			Erosion damage to slopes	See Ponds Checklist	See Ponds Checklist

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## EXHIBIT 1 (Continued)

## 2. Maintenance Checklist for Conveyance Systems

M		Conversion by homeowner to incompatible use	Swale has been filled in or blocked by shed, woodpile, shrubbery, etc.	If possible, speak with homeowner and request that swale area be restored. Contact City to report problem if not rectified voluntarily.
A		Swale does not drain.	Water stands in swale or flow velocity is very slow. Stagnation occurs.	A survey may be needed to check grades. Grades need to be in 1 - 5% range if possible. If grade is less than 1%, underdrains may need to be installed.

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## EXHIBIT 1 (Continued)

## 3. Maintenance checklist for Ponds.

Frequency	Drainage System Feature	X	Problem	Conditions for Check For	Conditions That Should Exist
M, S	General		Trash & debris buildup in pond	Any trash and debris which exceeds 1 cubic foot per 1000 square feet (this is about equal to the amount of trash it would take to fill up one standard size office garbage can). In general, there should be no visual evidence of dumping.	Trash and debris cleared from site.
M, S			Trash rack plugged or missing	Bar screen over outlet more than 25% covered by debris or missing.	Replace screen. Remove trash and debris and dispose as prescribed by City Waste Management Section.
M			Poisonous Vegetation	Any poisonous vegetation which may constitute a hazard to the public. Examples of poisonous vegetation include: tansy ragwort, poison oak, stinging nettles, devils club.	Remove poisonous vegetation. Do not spray chemicals on vegetation without obtaining guidance from the Cooperative Extension Service and approval from the City.
M, S			Fire hazard or pollution	Oil, gasoline, or other contaminants of one gallon or more or any amount found that could: 1) cause damage to plant, animal, or marine life; 2) constitute a fire hazard; or 3) be flushed downstream during rain storms. Presence of chemicals such as natural gas, obnoxious color, odor, or sludge noted.	Find sources of pollution and eliminate them. Water is free from noticeable color, odor or contamination.
M			Vegetation not growing or is overgrown.	For grassy ponds, gross cover is sparse and weedy or is overgrown. For wetland ponds, plants are sparse or invasive species are present. Wetland ponds must be kept wet--water frequently in summer.	For grassy ponds, selectively thatch, aerate and reseed ponds. Grass cutting unnecessary unless dictated by aesthetics. For wetland ponds, hand-plant nursery-grown wetland plants in bare areas. Pond bottoms should have uniform dense coverage of desired plant species.
M			Rodent holes	Any evidence of rodent holes if facility is acting as a dam or berm., or any evidence of water piping through dam or berm via rodent holes.	Rodents destroyed and dam or berm repaired.
M			Insects	When insects such as wasps and hornets interfere with maintenance activities, or when mosquitoes become a nuisance.	Insects destroyed or removed from site.
A			Tree growth	Tree growth does not allow maintenance access or interfere with maintenance activity (i.e., slope mowing, silt removal, or equipment movements). If trees are not interfering with access, leave trees alone.	Trees do not hinder maintenance activities. Selectively cultivate trees such as alder for firewood.

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## EXHIBIT 1 (Continued)

## 3. Maintenance checklist for Ponds. (continued)

Frequency	Drainage System Feature	X	Problem	Condition to Check For	Conditions That Should Exist
M	Side slopes of pond		Erosion on berms or at entrance/exit.	Check around inlets and outlets for signs of erosion. Check berms for signs of sliding or settling. Action is needed where eroded damage over 2 inches deep and where there is potential for continued erosion.	Find causes of erosion and eliminate them. Then slopes should be stabilized by using appropriate erosion control measure(s); e.g., rock reinforcement, planting of grass, compaction.
M	Storage area		Sediment buildup in pond.	Accumulated sediment that exceeds 10% of the designed pond depth. Buried or partially buried outlet structure probably indicates significant sediment deposits.	Sediment cleaned out to designed pond shape and depth; pond reseeded if necessary to control erosion.
A	Pond dikes		Settlement	Any part of dike which has settled 4 inches lower than the design elevation.	Dike should be built back to the design elevation.
A	Emergency/ overflow spillway		Rock missing	Only one layer of rock exists above native soil in area 5 square feet or larger, or any exposure of native soil.	Replace rocks to design standards.

Key:

A = Annual (March or April preferred)

M = Monthly (see schedule)

S = After major storms.

Comments:

## EXHIBIT 1 (Continued)

## 4. Maintenance Checklist for Infiltration Systems

Frequency	Drainage System Feature	X	Problem	Conditions to Check For	Conditions That Should Exist
M, S	General		Trash & Debris	See "Ponds" Standard No. 3	See "Ponds" Standard No. 3
M			Poisonous Vegetation	See "Ponds" Standard No. 3	See "Ponds" Standard No. 3
M, S			Pollution	See "Ponds" Standard No. 3	See "Ponds" Standard No. 3
M			Unmowed Grass/ Ground Cover	See "Ponds" Standard No. 3	See "Ponds" Standard No. 3
M			Rodent Holes	See "Ponds" Standard No. 3	See "Ponds" Standard No. 3
M			Insects	See "Ponds" Standard No. 3	See "Ponds" Standard No. 3
M	Storage Area		Sediment	A percolation test-pit or test of facility indicates facility is only working at 90% of its designed capabilities.	Sediment is removed and/or facility is cleaned so that infiltration system works according to design.
M			Sheet Cover (if applicable)	Sheet cover is visible and has more than three ¼-inch holes in it.	Sheet cover repaired or replaced.
M, S			Sump Filled With Sediment and Debris (if applicable)	Any sediment and debris filling vault to 10% of depth from sump bottom to bottom of outlet pipe or obstructing flow into the connector pipe.	Clean out sump to design depth.
M, S	Filter Bags		Filled with Sediment and Debris	Sediment and debris fill bag more than ½ full	Replace filter bag or redesign system.
M, S	Rock Filters		Sediment and Debris	By visual inspection, little or no water flows through filter during heavy rain storms.	Replace gravel in rock filter.

Key:

A = Annual (March or April preferred)

M = Monthly (see schedule)

S = After major storms.

Comments:

## EXHIBIT 1 (Continued)

## 5. Access Roads/Easements

Frequency	Drainage System Feature	X	Problem	Conditions to Check For	Conditions That Should Exist
W	General		Trash and Debris	Road shall be swept weekly.	Trash and debris cleared from site.
W			Blocked Roadway	Debris which could damage vehicle tires (glass or metal)	Roadway free of debris which could damage tires.
M, S				Any obstructions which reduce clearance above road surface to less than 14 feet.	Roadway overhead clear to 14 feet high.
W, S				Any obstructions restricting the access to a 10-to-20 - foot width for a distance of more than 12 feet or any point restricting access to less than a 10-foot width.	Obstruction removed to allow at least a 12-foot access.
M	Road Surface		Settlement, Potholes, Mush, Spots, Ruts	When any surface defect exceeds 6-inches in depth and 6 square feet in area. In general, any surface defect which hinders or prevents maintenance access.	Road surface uniformly smooth with no evidence of settlement, potholes, mush spots or ruts.
			Vegetation in Road Surface	Weeds growing in the road surface that are more than 6 inches tall and less than 6 inches apart within a 400-square foot area.	Road surface free to weeds taller than 2 inches.
M, S	Shoulders and Ditches		Erosion Damage	Erosion within 1 foot of the roadway more than 8 inches wide and 6 inches deep.	Shoulder free of erosion and matching the surrounding road.
M			Weeds and Brush	Weeds and brush exceed 18 inches in height or hinder maintenance access.	Weeds and brush cut to 2 inches in height or cleared in such a way as to allow maintenance access.
SA	Pavement Markings		Faded Marks	Pavement marks shall be painted yearly.	All pavement markings to be obvious.

Key:

SA = Annual (March or April preferred)

M = Monthly (see schedule)

W = Weekly (see schedule)

S = After major storms.

Comments:

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## EXHIBIT 1 (Continued)

## 6. Maintenance Checklist for Closed Detention Systems (Pipes/Tanks)

Frequency	Drainage System Feature	X	Problem	Conditions to Check For	Conditions That Shall Exist
M	Storage area (pipe/tank)		Plugged air vents (small pipe that connects catch basin to storage pipe)	One-half of the end area of a vent is blocked at any point with debris and sediment. Plugged vent can cause storage area to collapse.	Vents free of debris and sediment.
M			Debris and Sediment	Accumulated sediment depth exceeds 15% of diameter. Example: 72-inch storage tank would require cleaning when sediment reaches depth of 10 inches.	All sediment and debris removed from storage area. Contact City Public Works for guidance on sediment removal and disposal.
A			Joints between tank/pipe section.	Any crack allowing material to leak into facility.	All joints between tank/pipe sections are sealed.
A			Tank/pipe bent out of shape.	Any part of tank/pipe is noticeably bent out of shape.	Tank/pipe repaired or replaced to design. Contact a professional engineer for evaluation.
M, S	Manhole		Cover not in place.	Cover is missing or only partially in place. Any open manhole requires maintenance.	Manhole is closed.
A			Locking mechanism not working	Mechanism cannot be opened by one maintenance person with proper tools. Bolts into frame have less than 1/2-inch of thread (may not apply to self-locking lids).	Mechanism opens with proper tools.
A			Cover difficult to remove.	One maintenance person cannot remove lid after applying 80 pounds of lift. Intent is to keep cover from sealing off access to maintenance.	Cover can be removed and reinstalled by one maintenance person.
A			Ladder rungs unsafe	Maintenance person judges that ladder is unsafe due to missing rungs, misalignment, rust, or cracks.	Ladder meets design standards and allows maintenance persons safe access.

Key:

A = Annual (March or April preferred)

M = Monthly (see schedule)

S = After major storms.

Comments:

R:\Development\SIT site\SIT 2004\SIT04-00007 Cannery\documents 2004\Storm Water Maintenance Agreement 2 10-16-06.rtf

## EXHIBIT 1 (Continued)

7. Maintenance Checklist for Control Structure/Flow Restrictor  
(structure that controls rate at which water exits facility)

Frequency	Drainage Systems Feature	X	Problem	Conditions to Check For	Conditions That Should Exist
M	Structure		Trash and debris (includes sediment)	Distance between debris buildup and bottom of orifice plate is less than 1 ½ feet	All trash and debris removed.
A			Structural damage	Structure is not securely attached to manhole wall and outlet pipe structure should support at least 1,000 pounds of up or down pressure.	Structure securely attached to wall and outlet pipe.
A				Structure is not in upright position (allow up to 10% from plumb).	Structure in correct position.
A				Connections to outlet pipe are not watertight and show signs of rust.	Connections to outlet pipe are watertight; structure repaired or replaced and works as designed.
M				Any holes (other than designed holes) in the structure.	Structure has no holes other than designed holes.
M, S	Cleanout Gate		Damaged or missing	Cleanout gate is not watertight or is missing.	Gate is watertight and works as designed.
A				Gate cannot be moved up and down by one maintenance person.	Gates moves up and down easily and is watertight.
M, S				Chain leading to gate is missing or damaged.	Chain is in place and works as designed.
A				Gate is rusted over 50% of its surface.	Gate is repaired or replaced to meet design standards.
M, S			Obstructions	Any trash, debris, sediment, or vegetation blocking the plate.	Plate is free of all obstructions and works as designed.
M, S	Overflow Pipe		Obstructions	Any trash or debris blocking (or having the potential of blocking) the overflow pipe.	Pipe is free of all obstructions and works as designed.

## Key:

A = Annual (March or April preferred)  
M = Monthly (see schedule)  
S = After major storms.

Comments:

R:\Development\SIT site\SIT 2004\SIT04-00007 Cannery\documents 2004\Storm Water Maintenance Agreement 2 10-16-06.rtf

## EXHIBIT 1 (Continued)

## 7a. Maintenance Checklist for Pump System

Frequency	Drainage System Feature	X	Problem	Conditions to Check For	Conditions That Should Exist
M	Pump wetwell		Trash & debris Includes sediment	Probe for sediment and check for floating debris	All trash, debris, and sediment to be removed.
M	Pump float switches		Red alarm light	Are the floats caught-up or intertwined.	Floats should hang freely and at the proper spacing.
M	Pumps		Pumps are kicking out	Check amp draw. If high, pull pump.	Full load amps should be less than 6.9 amps.
A	Pumps		Pumps are not pumping as they should.	Pull pump and check oil reservoir to see if there is water.	Replace oil annually and seals and/or bearing if necessary.

Key:

A = Annual (March or April preferred)

M = Monthly (see schedule)

S = After major storms.

Comments:

## EXHIBIT 1 (Continued)

## 8. Maintenance Checklist for Energy Dissipaters

Frequency	Drainage System Feature	X	Problem	Conditions to Check For	Conditions That Should Exist
A	Rock Pad		Missing or moved rock	Only one layer of rock exists above native soil in area 5 square feet or larger, or any exposure of native soil.	Replace rocks to design standard.
A	Rock-filled trench for discharge from pond		Missing or moved rock	Trench is not full of rock.	Add large rock (+30 lb. Each) so that rock is visible above edge of trench.
M	Dispersion Trench		Pipe plugged with sediment	Accumulated sediment that exceeds 20% of the design depth.	Pipe cleaned/flushed.
M			Perforations plugged	Over ½ of perforations in pipe are plugged with debris and sediment.	Clean or replace perforated pipe.
M, S			Not discharging water properly	Visual evidence of water at concentrated points along trench (normal condition is a "sheet flow" of water along trench). Intent is to prevent erosion damage.	Trench must be redesigned or rebuilt to standard. Elevation of lip of trench should be the same (flat) at all points.
M, S			Water flows out top of "distributor" catch basin	Maintenance person observes water flowing out during any storm less than the design storm or it is causing or appears likely to cause damage.	Facility must be rebuilt or redesigned to standards. Pipe is probably plugged or damaged and needs replacement.
M, S			Receiving area over-saturated.	Water in receiving area is causing or has potential of causing landslide.	Stabilize slope with grass or other vegetation, or rock if conditions is severe.

Key:

A = Annual (March or April preferred)

M = Monthly (see schedule)

S = After major storms.

## Comments:

R:\Development\SIT site\SIT 2004\SIT04-00007 Cannery\documents 2004\Storm Water Maintenance Agreement 2 10-16-06.rtf

## EXHIBIT 1 (Continued)

## 9. Maintenance Checklist for Fencing/Shrubbery Screen/Other Landscaping

Frequency	Drainage System Feature	X	Problem	Conditions to Checks For	Conditions That Should Exist
M	General		Missing broken parts/dead shrubbery or	Any debris in the fence or screen that permits easy entry to a facility.	Fence is mended or shrubs replaced to form a solid barrier to entry.
M, S			Erosion	Erosion has resulted in an opening under a fence that allows entry by people or pets.	Replace soil under fence so that no opening exceeds 4 inches in height.
M			Unruly vegetation	Shrubbery is growing out of control or is infested with weeds.	Shrubbery is trimmed and weeded to provide appealing aesthetics. Do not use chemicals to control weeds.
A	Wire fences		Damaged parts	Posts out of plumb more than 6 inches.	Posts plumb to within 1 ½ inches of plumb.
A				Top rails bent more than 6 inches.	Top rail free of bends greater than 1 inch.
A				Any part of fence (including posts, top rails, and fabric) more than 1 foot out of design alignment.	Fence is aligned and meets design standards.
A				Missing or loose tension wire.	Tension wire in place and holding fabric.
A				Missing or loose barbed wire that is sagging more than 2 ½ inches between posts.	Barbed wire in place with less than ¼-inch sag between posts.
A				Extension arm missing, broken, or bent out of shape more than 1 ½ inches.	Extension arm in place with no bends larger than ¼ inch.
A			Deteriorated paint or protective coating	Part or parts that have a rusting or scaling condition that has affected structural adequacy.	Structurally adequate posts or parts with a uniform protective coating.
M			Opening in fabric.	Openings in fabric are such that an 8-inch diameter ball could fit through.	No openings in fabric.

Key:

A = Annual (March or April preferred)

M = Monthly (see schedule)

S = After major storms.

Comments:

R:\Development\SIT site\SIT 2004\SIT04-00007 Cannery\documents 2004\Storm Water Maintenance Agreement 2 10-16-06.rtf

EXHIBIT 1 (continued)

10. Maintenance Checklist for Grounds (Landscaping)

Frequency	Drainage System Feature	X	Problem	Conditions to Checks For	Conditions That Should Exist
M	General		Weeds (nonpoisonous)	Weeds growing in more than 20% of the landscaped area (trees and shrubs only).	Weeds present in less than 5% of the landscaped area.
M			Safety hazard	Any presence of poison ivy or other poisonous vegetation or insect nests.	No poisonous vegetation or insect nests present in landscaped area.
M,S			Trash or litter	See Ponds Checklist	See Ponds Checklist
M, S			Erosion of Ground Surface	Noticeable rills are seen in landscaped areas.	Causes of erosion are identified and steps taken to slow down/spread out the water. Eroded areas are filled, contoured, and seeded.
A	Trees and shrubs		Damage	Limbs or parts of trees or shrubs that are split or broken which affect more than 25% of the total foliage of the tree or shrub.	Trim trees/shrubs to restore shape. Replace trees/shrubs with severe damage.
M				Trees or shrubs that have been blown down or knocked over.	Replant tree, inspecting for injury to stem or roots. Replace if severely damaged.
A				Trees or shrubs which are not adequately supported or are leaning over, causing exposure of the roots.	Place stakes and rubber-coated ties around young trees/shrubs for support.

Key:

- A = Annual (March or April preferred)
- M = Monthly (see schedule)
- S = After major storms.

Comments:

## EXHIBIT 2

## POLLUTION SOURCE CONTROL PROGRAM

## WHAT ARE POLLUTION SOURCE CONTROLS, AND WHY ARE THEY NEEDED?

Pollution source controls are actions taken by a person or business to reduce the amount of pollution reaching surface and ground waters. Controls, also called "best management practices" (BMPs), include:

- Altering the activity (e.g., substitute non-toxic products, recycle used oil, reroute floor drains to sanitary sewer from storm sewer).
- Enclosing or covering the activity (e.g., building a roof)
- Segregating the activity (e.g., diverting runoff away from an area that is contaminated)
- Routing runoff from the activity to a treatment alternative (e.g., to a wastewater treatment facility, sanitary sewer, or stormwater treatment area).

Pollution source controls are needed because of the contamination found in runoff from commercial areas and the effect of this contamination on aquatic life and human health. Research on urban runoff in the Puget Sound area and elsewhere has found oil and grease, nutrients, organic substances, toxic metals, bacteria, viruses, and sediments at unacceptable levels. Effects of contaminated runoff include closure of shellfish harvesting areas and swimming areas, mortality of young fish and other aquatic organisms, tumors on fish, and impairment of fish reproduction.

## PROFESSIONAL SERVICES

**DESCRIPTION:** Presented here are the remaining service businesses including theaters; hotels/motels; finance, banking, hospitals and medical services; nursing homes, schools and universities, and legal, financial and engineering services.

**MATERIALS USED AND WASTES GENERATED:** The primary concern is runoff from parking areas. Stormwater from parking lots will contain undesirable concentrations of oil and grease, suspended particulates, and metals such as lead, cadmium, and zinc. It will also contain the organic byproducts of engine combustion. Some also produce Dangerous Wastes, for example, hospitals, nursing homes, and other medical services. These materials are stored within the building until disposal.

REQUIRED ACTIONS: The following actions shall be taken to ensure that pollution generated on site shall be minimized:

1. Warning signs (e.g., "Dump No Waste--Drains to Stream") shall be painted or embossed on or adjacent to all storm drain inlets. They shall be repainted as needed.
2. Parking lots shall be swept when necessary to remove debris and, at a minimum, twice a year. Use of newer model high-velocity vacuum sweepers is recommended as they are more effective in removing the more harmful smaller particles from paved surfaces.
3. Sediment removed from ponds/catch basins shall be disposed of in a proper manner. Contact the City for instruction prior to completing this task.
4. No activities shall be conducted on site that are likely to result in short-term high-concentration discharge of pollution to the stormwater system. Such activities may include, but are not limited to, vehicle washing, vehicle maintenance, and cleaning of equipment used in the periodic maintenance of buildings and paved surfaces.
5. Employees shall receive basic instruction regarding the control of pollution from commercial operations. Contact the Public Works Department at (253) 863-8300.
6. Medical offices with high volume customer contacts have potential to influence individuals' water quality practices. Owners are encouraged to have informational brochures provided by the City (see Item 5 above) available in waiting rooms.

ORDINANCE NO. 806

CITY OF SUMNER, WASHINGTON

AN ORDINANCE vacating the Old Bridge Site Crossing Right of Way of the Stuck River, situated in the City of Sumner, County of Pierce, State of Washington.

WHEREAS, the City Council of the City of Sumner did by resolution No. 295 declare its intention to vacate the Old Bridge Site Crossing Right of Way of the Stuck River, and did further fix Tuesday, the 6th day of September, 1966, at the hour of 8:00 p. m., as the time, and the City Hall, 1104 Maple Street, Sumner, Washington, as the place, when and where said resolution would be heard and determined; and

WHEREAS, the City Clerk did post and mail proper notices setting forth the time and place of said hearing as required by RCW 35.79.020, and

WHEREAS, at the time and place fixed, said resolution was duly heard, and all steps and proceedings required by law and by resolution of the Council to vacate the Old Bridge Site Crossing Right of Way of the Stuck River have been duly taken and carried out, now, therefore,

THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON,

DO ORDAIN AS FOLLOWS

Section 1. That the Old Bridge Site Crossing Right of Way of the Stuck River situated in the City of Sumner, County of Pierce, State of Washington, to-wit:

Commencing at the intersection of Hunis Avenue and Main Street, located in the West half of the Southwest quarter of Section 24, Township 20 North, Range 4 East W. M., City of Sumner; thence Northeasterly along Main Street 526.00 feet more or less to a stone monument designating the intersection of Main Street and the Old Bridge Site Crossing, said intersection being the point of beginning; thence Northwesterly 620.00 feet, more or less along the center line of the Old Bridge Site Crossing Right of Way to the intersection of Pacific Highway and point of termination.

EXCEPTING therefrom existing Right of Way for Main Street and Pacific Highway, and excepting that portion of the right of way lying south of the Stuck River.

RESERVING in said vacated right of way a 10.00 foot utility easement to the City of Sumner on either side of the center line of any existing utilities, in addition to a 10.00 foot utility easement on either side of the center line of said vacated Old Bridge Site Crossing Right of Way.

be, and the same hereby is vacated, and the property so vacated is hereby surrendered and attached to the abutting property as a part thereof, and all right or title of the City of Sumner and of the public in and to that portion of said right of way so vacated shall and does hereby vest in the owners of said property abutting thereon as provided by RCW 35.79.040. The City of Sumner hereby reserves utility easements as above set forth, for the construction, repair and maintenance of public utilities and services.

*Ann. St. Smith  
put in Dec 24-20-46  
McCart  
D.B.C.*

*ee  
302*

*arw  
21*

*10-21-66*

2166235

Section 2. This ordinance shall become effective five days from and after its passage, approval and publication as provided by law.

Introduced: Sept 6, 1966

Passed: Sept 6, 1966

Approved: Sept 6, 1966

J. T. Stahlhut  
MAYOR

Attest:

L. J. Sullivan  
City Clerk

Approved in form:

John A. ...  
City Attorney

STATE OF WASHINGTON )  
COUNTY OF PIERCE ) ss.

RECORDED

I, Loretta Guerrini, the duly appointed qualified and acting City Clerk of the City of Sumner, a municipal corporation of the third class, situate in the County of Pierce, State of Washington, do hereby certify that the foregoing is a full, true and correct

copy of Ordinance No. 806, of the ordinances of the said

The City of Sumner, entitled "AN ORDINANCE vacating the Old Bridge Site Crossing Right of Way of the Stuck River, situated in the City of Sumner, County of Pierce, State of Washington"

2166235

I further certify that the Ordinance No. 806 was duly passed by the Council and approved by the Mayor of the said City of Sumner, and published as provided by law in Sumner News Index, a weekly newspaper published in the City of Sumner, and of general circulation therein, on the 15th day of September, A. D., 1966.

Witness my hand and the official seal of the City of Sumner, this 18th day of October, A. D., 1966.

(Signed) Loretta Guerrini  
City Clerk of the City of Sumner

**Remit Payment To:**

Ticor Title Company  
600 SW 39th Street, Suite 100  
Renton, WA 98057  
Phone: (425)255-7575 Fax: (877)521-9938

**Due upon receipt**

City of Sumner  
1104 Maple Street, Suite 260  
Sumner, WA 98390

**Order Number:** 70013258**Customer Reference No.:****Buyer/Borrower(s):** City of Sumner**Title Officer:** Danny Osborn**Invoice Date:** November 12, 2014**Invoice Number:** 70013258-1**Operation:** 02840.660004**Seller(s):** SKG LLC**Property Description:**

13624 Valley Avenue East, Sumner, WA 98390

Subdivision: SW 24-20N-4E in JW McCarty DLC APN/Parcel ID(s): 0420243073 0420243001

**Policies Applied For:** Litigation Guarantee

1,000.00

<b>Bill Code</b>	<b>Description</b>	<b>Amount</b>
TP	Owner's Policy (Coverage \$1,000.00) (Litigation Guarantee)	400.00 *
<b>Subtotal:</b> \$		400.00
<b>Tax:</b> \$		38.00
<b>Invoice total amount due:</b> \$		<u>438.00</u>

**Thank you for the opportunity to serve you.  
Please return a copy of this invoice with your payment**

9409070186

BK1058PG1458

City of Sumner

1104 Maple Street  
Sumner, Washington 98390  
(206) 863-8300



(corp)

SEISMIC HAZARD AREA NOTICE

Parcel Number: 04-20-24-3-001  
Address: 13704 Valley Ave. E.  
Legal Description: Refer to Assessor  
Records

Notice: This site lies within a Seismic Hazard Area as defined by Chapter 16.52, Sumner Municipal Code. The site was the subject of a development proposal for interior renovation.

Sumner application number 04-05-024 filed on 8-1-94.  
Restrictions on use or alterations of the site may exist due to natural conditions of the site and resulting regulation. Review of such application has provided information on the location of a Seismic Hazard Area and any restrictions on use.

X Kenneth D. [Signature]  
Signature of owner(s)

AQUIFER RECHARGE AREA NOTICE

Parcel Number: 04-20-24-3-001  
Address: 13704 Valley Ave. E.  
Legal Description: Refer to Assessor  
Records

RECORDED  
CITY OF SUMNER  
ASSISTANT CLERK

54 SEP -7 AM 11:29

Notice: This site lies within a Aquifer Recharge Area as defined by Chapter 16.48, Sumner Municipal Code. The site was the subject of a development proposal for interior renovation.

Sumner application number 04-05-024 filed on 8-1-94.  
Restrictions on use or alterations of the site may exist due to natural conditions of the site and resulting regulation. Review of such application has provided information on the location of an Aquifer Recharge Area and any restrictions on use.

X Kenneth D. [Signature]  
Signature of owner(s)

9409070186

Page 1 of 4

10-

BK1058PG1459

**City of Sumner**

1104 Maple Street  
Sumner, Washington 98390  
(206) 863-8300



**FLOOD HAZARD AREA NOTICE**

Parcel Number: 04-20-24-3-001

Address: 13704 Valley Ave E.

Legal Description: Refer to Assessor Records

Notice: This site lies within a Flood Hazard Area as defined by Chapter 16.58 of the Sumner Municipal Code. The site was the subject of a development proposal for INTERIOR RENOVATION Sumner application number 94-05-024 filed on 8-1-94. Restrictions on use or alterations of the site may exist due to natural conditions of the site and resulting regulation. Review of such application has provided information on the location of a Flood Hazard Area and any restrictions on use.

[Signature]  
Signature of owner(s)

9409070186

Page 2 of 4

**City of Sumner**

1104 Maple Street  
Sumner, Washington 98390  
(206) 863-8300



AGRICULTURAL RESOURCE LANDS NOTICE

Parcel Number: 04-20-24-3-001

Address: 13704 Valley Ave E.

Legal Description: Refer to Assessor  
Records

Notice: This parcel lies within an area of land designated Agricultural Resource Land by the City of Sumner. A variety of commercial agricultural activities occur in the area that may be inconvenient or cause discomfort to area residents. This may arise from the use of agricultural chemicals, including herbicides, pesticides, and fertilizers; or from spraying, pruning, and harvesting, which occasionally generate dust, smoke, noise, and odor. The City of Sumner has established agriculture as a priority use on existing agricultural resource lands, and residents of adjacent property should be prepared to accept such inconvenience or discomfort from normal, necessary farm operations.

*x Permit Dymant Kay Lisa Dymant*  
Signature of owner(s)

9409070186

Page 3 of 4

BK1058PG1461

**City of Sumner**

1104 Maple Street  
Sumner, Washington 98390  
(206) 863-8300



**VOLCANIC HAZARD AREA NOTICE**

Parcel Number: 04-20-24-3-001

Address: 13704 Valley Ave. E.

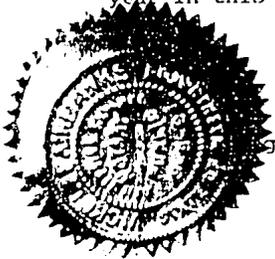
Legal Description: Refer to Assessor Records

Notice: This site lies within a Volcanic Hazard Area as defined by Chapter 16.54 of the Sumner Municipal Code. The site was the subject of a development proposal for interior renovation, Summer application number 04-05-024 filed on 8-1-94. Restrictions on use or alterations of the site may exist due to natural conditions of the site and resulting regulation. Review of such application has provided information on the location of a Volcano Hazard Area and any restrictions on use.

Robert Dymond  
Signature of owner(s)  
STATE OF WASHINGTON )  
County of Pierce )ss.

On this 4 day of August, 1994 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Robert Dymond and Sasha Dymond, to me known to be the and \_\_\_\_\_, respectively, of the corporation that executed the forgoing instrument, and acknowledged the set instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and the seal affixed is the corporate seal of said corporation.

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



Page 4 of 4

John L. Furbush  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at Granham, WA  
My commission expires 9-9-97.

9409070186



Original

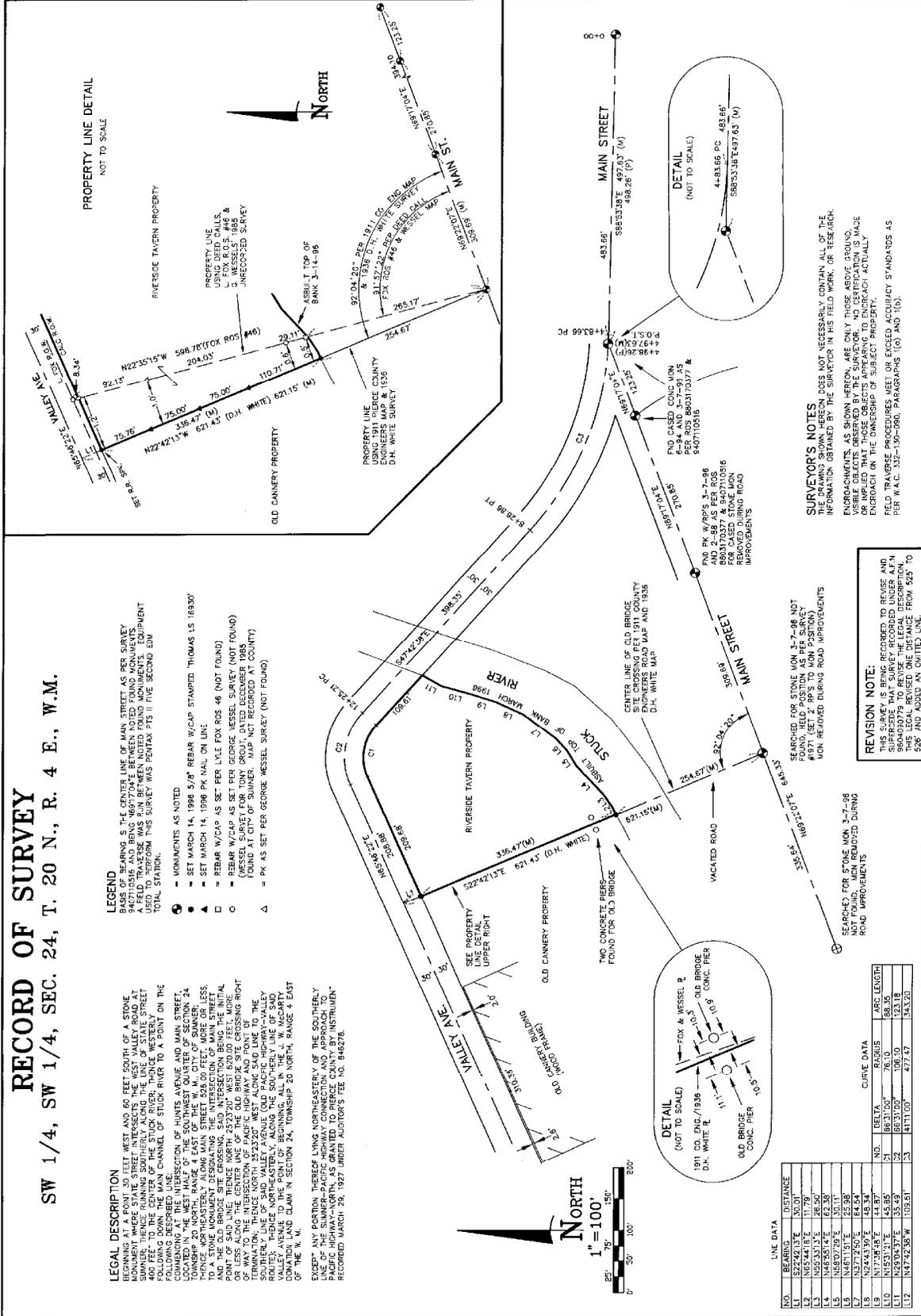
# RECORD OF SURVEY

SW 1/4, SW 1/4, SEC. 24, T. 20 N., R. 4 E., W.M.

**LEGAL DESCRIPTION**  
 BEGINNING AT A POINT 30 FEET WEST AND 80 FEET SOUTH OF A STONE MONUMENT WHERE STATE STREET INTERSECTS THE WEST VALLEY ROAD AT THE INTERSECTION OF THE MAIN CHANNEL OF STICK RIVER, THENCE WESTERLY FOLLOWING DOWN THE MAIN CHANNEL OF STICK RIVER TO A POINT ON THE CORNER OF THE INTERSECTION OF HUNTS AVENUE AND MAIN STREET, LOCATED IN THE WEST HALF OF THE SOUTH-WEST QUARTER OF SECTION 24, TOWNSHIP 20 NORTH, RANGE 4 EAST, WEST 1/4, SW 1/4, SECTION 24, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE 11<sup>th</sup> W. W. W. EXCEPT ANY PORTION THEREOF LYING NORTHEASTERLY OF THE SOUTHERLY LINE OF HUNTS AVENUE, AND ANY PORTION THEREOF LYING WESTERLY OF THE SOUTHERLY LINE OF HUNTS AVENUE, AND APPROXIMATELY 100 FEET OF HUNTS AVENUE, AS SHOWN ON THE PLAN OF HUNTS AVENUE, RECORDED MARCH 29, 1927 UNDER AUDITOR'S FILE NO. 846529.

- LEGEND**
- MONUMENTS AS NOTED
  - SET MARCH 14, 1998 5/8" REBAR W/CAP STAMPED THOMAS LS 169307
  - ▲ SET MARCH 14, 1998 PK NAIL ON LINE
  - REBAR W/CAP AS SET PER LYLE FOX ROS 46 (NOT FOUND)
  - △ REBAR W/CAP AS SET PER GEORGE MESSEL SURVEY (NOT FOUND)
  - (MESSEL SURVEY FOR TONY GROUT, DATED DECEMBER 1985 FOUND AT CITY OF SUMNER. MAP NOT RECORDED AT COUNTY)
  - △ PK AS SET PER GEORGE MESSEL SURVEY (NOT FOUND)

PROPERTY LINE DETAIL  
 NOT TO SCALE



**LINE DATA**

NO.	BEARING	DISTANCE	AREA						
L1	S22°42'13"E	30.01'							
L2	N65°44'15"E	117.79'							
L3	N55°33'13"E	226.50'							
L4	N58°07'26"E	150.11'							
L5	N46°11'31"E	223.98'							
L6	N37°12'50"E	144.54'							
L7	N24°43'39"E	145.33'							
L8	N15°31'21"E	145.85'							
L9	N15°31'21"E	145.85'							
L10	N29°04'37"E	35.49'							
L11	N47°42'35"W	109.51'							
L12	N47°42'35"W	109.51'							

**SURVEYOR'S NOTES**  
 THE DRAWING SHOWN HEREON DOES NOT NECESSARILY CONTAIN ALL OF THE INFORMATION OBTAINED BY THE SURVEYOR IN HIS FIELD WORK, OR RESEARCH, ENCLOSURES, AS SHOWN HEREON, ARE ONLY THOSE ABOVE GROUND, VISIBLE OBJECTS OBSERVED BY THE SURVEYOR. NO CERTIFICATION IS MADE BY THE SURVEYOR AS TO THE ACCURACY OF ANY INFORMATION ACTUALLY ENCROACH ON THE OWNERSHIP OF SUBJECT PROPERTY.  
 FIELD TRAVERSE PROCEDURES MET OR EXCEEDED ACCURACY STANDARDS AS PER W.A.C. 332-130-390, PARAGRAPHS (G) AND (H).

**REVISION NOTE:**  
 THIS SURVEY IS BEING RECORDED TO REVISE AND CORRECT THE SURVEY RECORD NUMBER A.F.N. 89463076 TO BE RECORDED UNDER THIS LEGAL REVISION ONE DATED FROM 525' TO 526' AND ADDED AN OMITTED LINE.

**SURVEY FOR:**  
 SOPHIA DYMENT  
 SW 1/4 SECTION 24, TOWNSHIP 20 N., RANGE 4 E., W.M.  
 DWN. BY: S.L.T. DATE: 04/02/98 JOB NO. 96004  
 CHKD. BY: S.L.T. SCALE: 1" = 100' SHEET 1 OF 1

**THOMAS LAND SURVEYING**  
 11309 46TH STREET EAST  
 PUYALLUP, WA 98372  
 PHONE 863-2931  
 11-5-96 Rev.



**SURVEYOR'S CERTIFICATE**  
 THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY SUPERVISION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORING ACT AT THE REQUEST OF SOPHIA DYMENT  
 IN MARCH 19 98.  
 SCOTT L. THOMAS  
 COUNTY AUDITOR

**AUDITOR'S CERTIFICATE**  
 FILED FOR RECORD THIS 5<sup>th</sup> DAY OF MARCH, 1998 AT 4:08 P.M. AT THE REQUEST OF SOPHIA DYMENT  
 IN BOOK OF SURVEYS AT PAGE 193  
 My Deed, Winters  
 COUNTY AUDITOR

9611050572

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# **Title Reports**

Frank A. Schatz and Linda L. Schatz

Parcels 0420243101 and 0420243057

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**LITIGATION/TRUSTEE'S SALE/CONTRACT FORFEITURE**

Issued By:



CHICAGO TITLE INSURANCE COMPANY

Guarantee Number:

**70013238**

**CHICAGO TITLE INSURANCE COMPANY**  
a corporation, herein called the Company

**GUARANTEES**

City of Sumner, their heirs and assigns

**SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HEREOF, CHICAGO TITLE INSURANCE COMPANY**, a Nebraska corporation, herein called the Company, guarantees the Assured against loss not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records, on the Date of Guarantee stated in Schedule A, the title to the herein described estate or interest was vested in the vestee named, subject to the matters shown as Exceptions in Schedule B, which Exceptions are not necessarily shown in the order of their priority.

This Guarantee shall not be valid or binding until countersigned below by an authorized signatory of the Company.

**Ticor Title Company**  
**600 SW 39th Street, Suite 100**  
**Renton, WA 98057**

Countersigned By:

Authorized Officer or Agent



**Chicago Title Insurance Company**

By:

President

Attest:

Secretary

## ISSUING OFFICE:

Title Officer: Danny Osborn  
 Ticor Title Company  
 600 SW 39th Street, Suite 100  
 Renton, WA 98057  
 Phone: (425)255-7575 Fax: (425)873-7574  
 Main Phone: (425)255-7575  
 Email: Danny.Osborn@ticortitle.com

**SCHEDULE A**

Liability	Premium	Tax
\$1,000.00	\$400.00	\$38.00

Effective Date: November 3, 2014 at 08:00AM

1. Assured: City of Sumner, their heirs and assigns
2. The estate or interest in the land hereinafter described or referred to covered by this Guarantee is:  
 Fee Simple
3. Title to the estate or interest in the land is at the date hereof is vested in:  
 Frank A. Schatz & Linda L. Schatz, husband and wife
4. The land referred to in this Guarantee situated in the County of Pierce, State of Washington, and is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**END OF SCHEDULE A**

**EXHIBIT "A"**  
Legal Description

Commencing at the intersection of the center line of West Main Street and the West line of the Wm. Kincaid Donation Land Claim No. 48 in the City of Sumner and in Section 24, Township 20 North, Range 4 East of the W.M.; in Pierce County, Washington;  
Thence North 67°47' East 149.00 feet along said center line;  
Thence at a right angle with said center line North 22°13' West 30.00 feet to the North line of West Main Street being the Southeast corner of tract conveyed to Earnest Swezey by deed recorded in Volume 121 of Deeds at page 221, records of said County, and the true point of beginning;  
Thence North 33°05' West along said Northeast line of said Swezey tract and said line extended 230.00 feet to the South right of way line of Main Street appropriated by the Town of Sumner in Pierce County Superior Court Cause No. 59189;  
Thence South 49°22' East 55.12 feet along said South line to a point of curve;  
Thence on a 11.29° (11°17') curve to the left a distance on 182.73 feet;  
Thence South 35.50 feet along the West line of Traffic Street to the North line of Main Street;  
Thence South 67°47' West 78.15 feet to the true point of beginning;

Except those portions conveyed to the City of Sumner, a Washington Municipal Corporation by Deed recorded under Recording No. 9012070086, which is a recording of No. 9012060261, and Deed recorded under Recording No. 200908180150.

Situate in the County of Pierce, State of Washington.

**SCHEDULE B**

THE TITLE TO SAID ESTATE OR INTEREST IS SUBJECT TO THE FOLLOWING EXCEPTIONS:

## GENERAL EXCEPTIONS

- A. Rights or claims of parties in possession, or claiming possession, not shown by the Public Records.
- B. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
- C. Easements, prescriptive rights, rights-of-way, liens or encumbrances, or claims thereof, not shown by the Public Records.
- D. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the Public Records.
- E. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the Public Records.
- F. Any lien for service, installation, connection, maintenance, tap, capacity, or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records.
- G. Unpatented mining claims, and all rights relating thereto.
- H. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.
- I. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- J. Water rights, claims or title to water.
- K. 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 mortgage thereon covered by this Commitment.

**SCHEDULE B**  
(continued)

## SPECIAL EXCEPTIONS

1. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2014  
Tax Account No.: 0420243101  
Levy Code: 117  
Assessed Value-Land: \$143,800.00  
Assessed Value-Improvements: \$38,100.00

General and Special Taxes: Billed: \$2,515.51  
Paid: \$1,257.75  
Unpaid: \$1,257.76

2. A mortgage to secure an indebtedness as shown below

Amount: \$16,700.00  
Mortgagor: Roger D. Larson and Lauali A. Larson, husband and wife  
Mortgagee: Betty L. Morris, a widow  
Recording Date: April 12, 1976  
Recording No.: 2658774

Said Mortgage appears to be paid in full. However, the Company finds no evidence of a recorded Release of Mortgage.

3. Any unrecorded leaseholds, right of vendors and holders of security interests on personal property installed upon the Land and rights of tenants to remove trade fixtures at the expiration of the terms.

Note: FOR INFORMATIONAL PURPOSES ONLY:

The following may be used as an abbreviated legal description on the documents to be recorded, per Amended RCW 65.04.045. Said abbreviated legal description is not a substitute for a complete legal description within the body of the document:

Subdivision: SW 24-20-4E APN/Parcel ID(s): 0420243101  
Tax Account No.: 0420243101

Note: The Public Records indicate that the address of the improvement located on said Land is as follows:

725 W Main Street  
Sumner, WA 98390

**END OF SCHEDULE B**

**SCHEDULE C  
INFORMATION FOR THE ASSURED**

1. This Guarantee is restricted to the use of the Assured solely for the purpose of providing information to facilitate the commencement of a suit at law or foreclosure pursuant to RCW 61.24 of a mortgage described in Schedule B affecting the land described in Schedule A. The Company shall have no liability for any reliance hereon except for the purpose for which this Guarantee is issued. This Guarantee is neither a commitment nor an obligation by the Company to issue any policy or policies of title insurance insuring said land, and it is not to be used as a basis for closing any transaction affecting title to said land.
2. Upon request WITHIN SIXTY (60) DAYS from the effective date of this Guarantee, the Company will extend the effective date of this Guarantee by endorsement to include the filing of any complaint and recording of Notice of Lis Pendens, recording of Notice of Intent to Forfeit Real Estate Contract, or recording of the Notice of Trustee's Sale. Such an endorsement will show as additional exceptions, and therefore exclude from coverage, those matters attaching subsequent to the effective date of the Guarantee but prior to the issuance of the endorsement.
3. Upon request on the thirtieth (30<sup>th</sup>) day preceding the date set for the forfeiture of real estate contract, or trustee's sale, the Company will issue an endorsement identifying federal tax liens, if any, affecting the land described in Schedule A. THE RESPONSIBILITY, HOWEVER, FOR DETERMINING THE THIRTIETH (30<sup>TH</sup>) DAY BEFORE THE SALE OR FORFEITURE, AND FOR MAKING THE REQUEST ON THAT SAME DAY, IS BORNE BY THE ASSURED.
4. The Company may, BUT IS NOT OBLIGATED TO, issue additional endorsements extending the effective date of the Guarantee at the request for the Assured. The Company will not, and accepts no obligation to, issue an endorsement extending the effective date to, or beyond, the date of any sale of the premises, recording of a Declaration of Forfeiture or a Real Estate Contract, trustee's sale or deed in lieu thereof.
5. Attention is called to the Servicemembers Civil Relief Act (108 P.L. 189; 117 Stat. 2835; 2003 Enacted H.R. 100) and amendments thereto which contain inhibitions against the sale of land under a deed of trust if the owner is entitled to the benefits of said Act.
6. Attention is called to the Federal Tax Lien Act of 1966 and amendments thereto which, among other things, provides for the giving of written notice of sale or forfeiture in a specified manner to the Secretary of the Treasury or his delegate as a requirement for the discharge or divestment of a federal tax lien in a non-judicial sale or forfeiture, and establishes with respect to such lien a right in the United States to redeem the property within a period of one hundred twenty (120) days from the date of any such sale or forfeiture.

**EXCLUSIONS FROM COVERAGE**

The following mailers are expressly excluded from the coverage of this Guarantee:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Guarantee.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Guarantee.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Guarantee.
3. Defects, liens, encumbrances, adverse claims against the title as guaranteed, or other matters:
  - (a) created, suffered, assumed or agreed to by one or more of the Assured;
  - (b) not known to the Company, not recorded in the public records at Date of Guarantee but known to one or more of the Assured at Date of Guarantee;
  - (c) resulting in no loss or damage to the Assured;
  - (d) attaching or created subsequent to Date of Guarantee.
4. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule B or with respect to the validity, legal effect or priority of any matter shown therein.
5. 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.
6. Unpatented mining claims; reservations or exceptions in United States Patents or in Acts authorizing the issuance thereof; Indian tribal codes or regulations. Indian treaty or aboriginal rights, including easements or equitable servitudes; water rights, claims or title to water.
7. Title to any property beyond the lines of the land expressly described in the description set forth in this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; of any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
8. Any loss or damage which arises out of any transaction affecting the estate or interest shown in Schedule A of this Guarantee by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

**CONDITIONS AND STIPULATIONS****1. DEFINITION OF TERMS**

The following terms when used in this Guarantee mean;

- (a) "land": the land described in this Guarantee and improvements affixed thereto which by law constitute real property.
- (b) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions from Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district in which the land is located.
- (c) "date." "Date of Guarantee": the effective date;
- (d) "the Assured": the party or parties named as the Assured in this Guarantee, or in a supplemental writing executed by the Company.
- (e) "mortgage": mortgage, deed of trust, trust deed, real estate contract or other security instrument,

**2. PROSECUTION OF ACTIONS**

- (a) The Company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein guaranteed; and the Company may take any appropriate action under the terms of this Guarantee whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision hereof.
- (b) in all cases where the Company does so institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for such purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.

**3. NOTICE OF LOSS-LIMITATION OF ACTION**

A statement in writing or any loss or damage for which it is claimed the Company is liable under this Guarantee shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Assured under this Guarantee until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Guarantee unless action shall be commenced thereon within two years after expiration of said thirty day period. Failure to furnish such statement of loss or damage or to commence such action within the time hereinbefore specified, shall be a conclusive bar against maintenance by the Assured of any action under this Guarantee,

(continued)

**4. OPTION TO PAY, SETTLE OR COMPROMISE CLAIMS**

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage, the Company shall have the option to purchase the indebtedness secured by said mortgage. Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage securing the same to the Company upon payment of the purchase price.

**5. LIMITATION OF LIABILITY-PAYMENT OF LOSS**

- (a) The liability of the Company under this Guarantee shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall such liability exceed the amount of total liability stated within this Guarantee.
- (b) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorney's fees in litigation carried on by the Assured with the written authorization of the Company.
- (c) No claim for damages shall arise or be maintainable under this Guarantee (1) if the Company after having received notice of an alleged defect, lien or encumbrance not shown as an Exception or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.
- (d) All payments under this Guarantee, except for attorneys' fees as provided for in paragraph 5(b) hereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing this Guarantee for endorsement of such payment unless the Guarantee be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.
- (e) When liability has been definitely fixed in accordance with the conditions of this Guarantee, the loss or damage shall be payable within thirty days thereafter.

**6. SUBROGATION UPON PAYMENT OR SETTLEMENT**

Whenever the Company shall have settled a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to such claim had this Guarantee not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. The Assured if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right or subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving such rights or remedies.

**7. GUARANTEE ENTIRE CONTRACT**

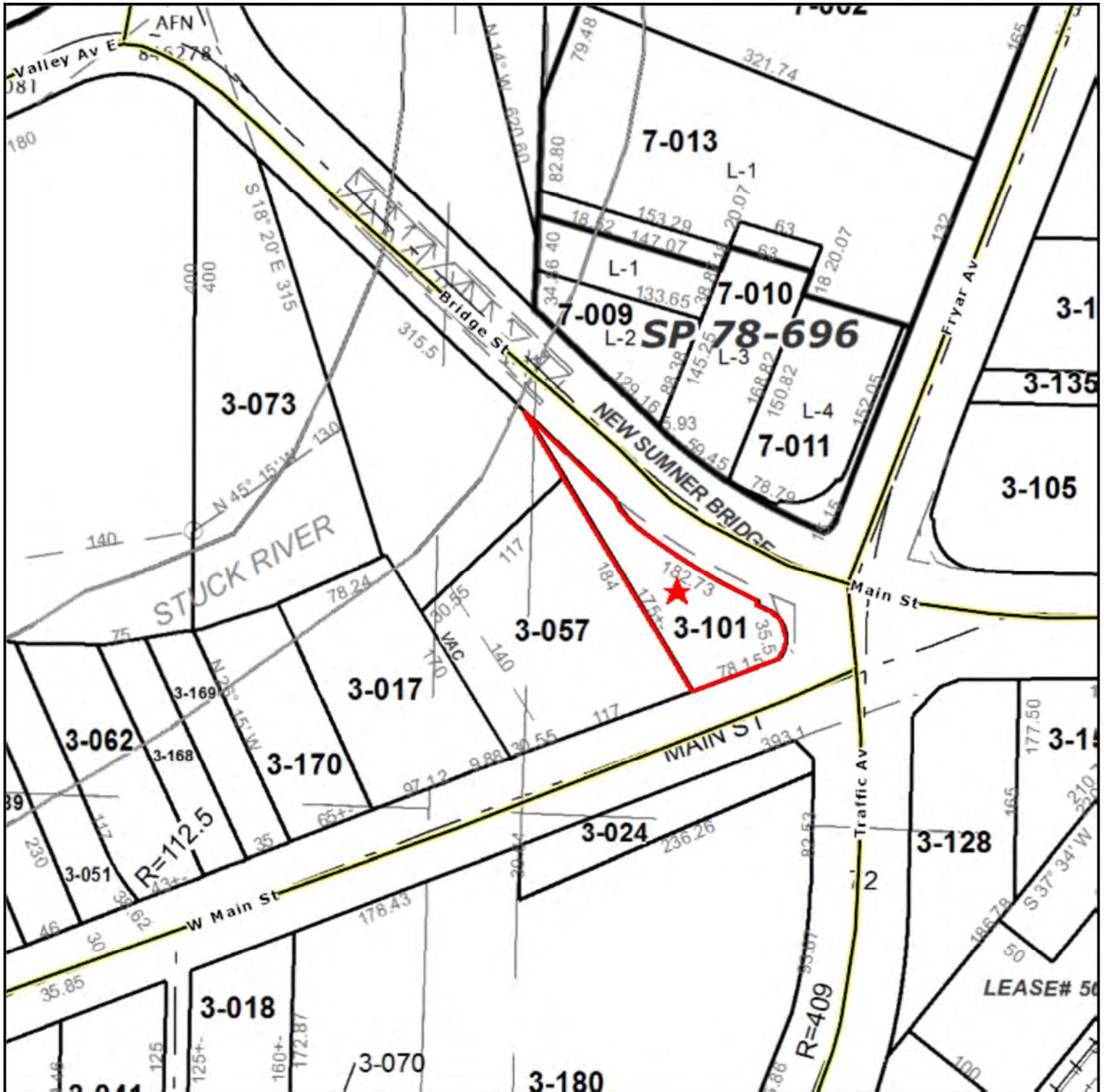
Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Guarantee.

No provision or condition of this Guarantee can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

**8. NOTICES, WHERE SENT**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this guarantee and shall be addressed to the Company at: Chicago Title Insurance Company, P.O. Box 45023, Jacksonville, FL 32232-5023.

**9. THE FEE SPECIFIED WITHIN THIS GUARANTEE IS THE TOTAL FEE FOR TITLE SEARCH AND EXAMINATION AND FOR THIS GUARANTEE.****END OF CONDITIONS AND STIPULATIONS**



**TICOR TITLE COMPANY**

Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.

**geoAdvantage**

[www.sentrydynamics.net](http://www.sentrydynamics.net)

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2658774

M O R T G A G E

THE MORTGAGORS, ROGER D. LARSON and LAURALI A. LARSON,  
husband and wife, now and at all times since acquiring title to the  
within described property, mortgage to BETTY L. MORRIS, a widow, the  
following described real estate situated in Pierce County, State of  
Washington, to-wit:

Commencing at the intersection of the center  
line of West Main Street and the West line of  
the Wm. Kincaid Donation Land Claim No. 48 in  
the City of Sumner and in Section 24, Township  
20 North, Range 4 East of the W.M.; thence  
North 67°47' East 149.60 feet along said center  
line; thence at a right angle with said center  
line North 22°13' West 30.00 feet to the North  
line of West Main Street being the Southeast  
corner of tract conveyed to Earnest Swezey by  
deed recorded in Volume 121 of Deeds at page  
221, records of said County, and the true point  
of beginning; thence North 33°05' West along  
said Northeast line of said Swezey tract and  
said line extended 230.00 feet to the South  
right-of-way line of Main Street appropriated  
by the Town of Sumner in Pierce County Superior  
Court Cause No. 59189; thence South 49°22' East  
55.12 feet along said South line to a point of  
curve; thence on a 11.29° (11°17') curve to the  
left a distance of 182.73 feet; thence South  
35.50 feet along the West line of Traffic  
Street to the North line of Main Street; thence  
South 67°47' West 78.15 feet to the true point  
of beginning;

together with the tenements, hereditaments, rights, appurtenances  
and privileges pertaining thereto, all trees, shrubs, structures,  
plumbing, lighting, heating, cooking, laundering, ventilating, elev-  
ating, watering and irrigating apparatus, shades, venetian blinds,  
screens and awnings, now or hereafter belonging to or used in con-  
nection with said premises, all of which shall be construed to be a  
part of said real estate, to secure the payment of a loan of SIXTEEN  
THOUSAND SEVEN HUNDRED and NO/100 (\$16,700.00) DOLLARS, according to  
the terms of that certain promissory note of even date herewith,  
executed by the Mortgagors and payable to the order of the Mortga-  
gee, and to secure the payment of all costs, attorney fees, advances  
and future advances as may be made to the Mortgagors or others hav-  
ing an interest in the above described property, for repairs, re-  
habilitation, modernization and maintenance for said premises, or  
for any other purpose, together with interest thereon, as herein  
provided for the original debt secured hereby.

2658774

1 The parties agree that of the total purchase price of  
2 TWENTY THOUSAND and NO/100 (\$20,000.00) DOLLARS for the real estate  
3 being purchased by the Mortgagors is as follows: Land - \$5,000.00;  
4 Improvements - \$15,000.00.

5 The Mortgagors agree to pay all taxes and assessments  
6 levied against said premises or upon the Mortgage or the indebted-  
7 ness secured hereby, and to keep said premises free and clear of all  
8 liens and encumbrances; and to keep all buildings in good repair and  
9 not to alter, extend, remove or demolish without the written consent  
10 of the Mortgagee.

11 The Mortgagors agree to keep all buildings now or here-  
12 after erected upon the mortgaged premises continuously insured  
13 against loss by fire or other casualty in such company as Mortgagee  
14 may direct, in an amount not less than the amount of this Mortgage,  
15 with loss payable first to the Mortgagee as its interest appears.  
16 All policies are to be held by the Mortgagee. In the event of loss  
17 the Mortgagors hereby assign and transfer to the Mortgagee all their  
18 interest in said policies and appoint the Mortgagee their agent to  
19 adjust such loss and to apply as much of the proceeds thereof as may  
20 be necessary to fully pay said indebtedness.

21 In case the Mortgagors shall fail to keep any of the fore-  
22 going covenants, the Mortgagee may, at its option, carry out the  
23 same, and all payments made by it in so doing, together with inter-  
24 est thereon at the rate of ten (10%) percent per annum, shall be  
25 paid to it by the Mortgagors on demand and shall be secured by this  
26 Mortgage.

27 Time is of the essence hereof, and if default be made in  
28 the payment of any installment of the debt secured hereby, or in the  
29 performance of any covenant herein contained, then the entire debt  
30 hereby secured, at Mortgagee's option, shall become immediately due  
31 without notice and this Mortgage may be foreclosed.

32 In any suit which the Mortgagee defends or prosecutes to  
33 protect the lien hereof or to foreclose this Mortgage, the Mort-  
34 gators agree to pay a reasonable sum of attorney's fees, in addition  
35 to the costs and disbursements allowed by law, and to pay the cost  
36 of necessary title reports or policies, which sums shall be secured  
37 hereby and shall be included in the judgment of foreclosure. In the  
38 event of foreclosure of this Mortgage, the Mortgagors waive all  
39 claim of homestead on the mortgaged premises and all rights to pos-  
40 session thereof during the period allowed by law for redemption, and  
41 agree that the Mortgagee, or purchaser, after sale, may collect the  
42 rents or revenues therefrom and apply the same to the expense of up-  
43 keep and to repair or prevent any waste on said mortgaged property.  
44 The Mortgagors also consent to a deficiency judgment for any part of  
45 the debt hereby secured which shall not be paid by the sale of said  
46 property.

47 Words used in this Mortgage in the present tense shall in-  
48 clude the future tense; in the masculine shall include the feminine  
49 and neuter genders, and in the singular shall include the plural and  
50 the plural shall include the singular.

51 Each of the covenants and agreements herein shall be bind-  
52 ing upon all successors in interest of each of the Mortgagors and  
53 each shall inure to the benefit of any successors in interest of the  
54 Mortgagee.

2658774

1 DATED at Puyallup, Washington, this 10<sup>th</sup> day of April,  
2 1976.

3 *Roger D. Larson*  
4 Roger D. Larson, Mortgagor

5  
6 *Laurali A. Larson*  
7 Laurali A. Larson, Mortgagor

8 STATE OF WASHINGTON )  
9 COUNTY OF PIERCE ) ss.

10 THIS CERTIFIES, that on this 10<sup>th</sup> day of April, 1976,  
11 before me, the undersigned, a Notary Public for said State, person-  
12 ally appeared the within named ROGER D. LARSON and LAURALI A. LAR-  
13 SON, husband and wife, to me known to be the identical persons des-  
cribed in and who executed the within instrument, and acknowledged  
to me that they executed the same freely and voluntarily for the  
purposes therein expressed.

14 IN TESTIMONY WHEREOF, I have hereunto set my hand and of-  
15 ficial seal the day and year last above written.

16 *Werner Baetzke*  
17 NOTARY PUBLIC in and for the State  
18 of Washington, residing



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27 Recorded APR 13 1976 Time 1:24 PM  
At the Pierce County Auditor's Office  
Richard A. Greco, Auditor

28 By *R. A. Greco*  
29 Deputy Auditor



RETURN TO:  
City of Sumner  
Public Works Department – Pam  
1104 Maple Street, Suite 260  
Sumner WA 98390-1423

*Please make no mark in the margin space - Reserved for County Auditor's use only.*

TYPE OF DOCUMENT:	<b>STATUTORY WARRANTY DEED - Fullfillment</b>
GRANTOR(S):	<b>Roger D. Larson &amp; Laurali A. Larson</b>
GRANTEE:	<b>Frank A. Schatz &amp; Linda L. Schatz</b>
LEGAL DESCRIPTION:	Exhibit 'A' or page 1 of this document
ABBREVIATED LEGAL DESCRIPTION:	<b>042024 SW</b>
ASSESSOR TAXPARCEL I.D. NUMBERS:	<b>0420243101</b>
PROJECT	<b>CIP2006-00006 Fryar/ Main Intersection</b>
ADDRESS OF PROJECT	<b>725 Main Street</b>

The, Roger D. Larson & Laurali A. Larson , as Grantors, for the consideration of \$65,000.00, hand paid, conveys, and warrants to, Frank A. Schatz & Linda L. Schatz, as Grantee, the following described real estate, situated in the County of Perce,

ABBREVIATED LEGAL DESCRIPTION: **042024 SW**  
ASSESSOR TAXPARCEL I.D. NUMBERS: **0420243101**

This deed is given in fulfillment of that certain real estate contract between the parties hereto, dated January 15, 1991, AFN 9101180415, and conditioned for the conveyance of the above described property, and the covenants of warranty herein contained shall not apply to any title, interest or encumbrance arising by, through or under the purchaser in said contract, and shall not apply to any taxes, assessments or other charges levied, assessed or becoming due subsequent to the date of said contract.

Real Estate Excise Tax was paid on this sale or stamped exempt on, 1-18-91, receipt number 775562.

*(Notary Acknowledgement on Next Page)*

EXCISE TAX PAID \$ Prior  
 Re. No. 775562 Date 12/2/09  
 Pierce County  
 By [Signature] Auth. Sig



EXHIBIT "A"  
LEGAL DESCRIPTION  
(Must be stamped by a P.E. or L.S.)

Commencing at the intersection of the center line of West Main Street and the West line of the Wm. Kincaid Donation Land Claim No. 48 in the City of Sumner and in Section 24, Township 20 North, Range 4 East of the W.M.;

Thence North 67°47' East 149.00 feet along said center line;

Thence at a right angle with said center line North 22°13' West 30.00 feet to the North line of the West Main Street being the Southeast corner of tract conveyed to Earnest Swezey by deed recorded in Volume 121 of Deeds at page 221, records of said County, and the true point of beginning;

Thence North 33°05' West along said Northeast line of said Swezey tract and said line extended 230.00 feet to the South right of way line of Main Street appropriated by the Town of Sumner in Pierce County Superior Court Cause No. 59189;

Thence South 49°22' East 55.12 feet along said South line to a point of curve;

Thence on a 11.29° (11°17') curve to the left a distance on 182.73 feet;

Thence South 35.50 feet along the West line of Traffic Street to the North line of Main Street;

Thence South 67°47' West 78.15 feet to the true point of beginning.

Except that portion conveyed to the City of Sumner, a Washington Municipal Corporation by Deed Recorded December 7, 19690 under Recording No. 9012070086, which is a recording of No. 9012060261.

Situate in the County of Pierce, State of Washington.

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**LITIGATION/TRUSTEE'S SALE/CONTRACT FORFEITURE**

Issued By: CHICAGO TITLE INSURANCE COMPANY  
by its agent:



Guarantee Number:

**70015183**

CHICAGO TITLE INSURANCE COMPANY, a corporation, herein called the Company,

**GUARANTEES**

City of Sumner

**SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HEREOF, CHICAGO TITLE INSURANCE COMPANY**, a Nebraska corporation, herein called the Company, guarantees the Assured against loss not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records, on the Date of Guarantee stated in Schedule A, the title to the herein described estate or interest was vested in the vestee named, subject to the matters shown as Exceptions in Schedule B, which Exceptions are not necessarily shown in the order of their priority.

This Guarantee shall not be valid or binding until countersigned below by an authorized signatory of the Company.

**Chicago Title Insurance Company**

By:

\_\_\_\_\_  
President

**Ticor Title Company  
600 SW 39th Street, Suite 100  
Renton, WA 98057**

Countersigned By:

\_\_\_\_\_  
Authorized Officer or Agent



Attest:

\_\_\_\_\_  
Secretary

## ISSUING OFFICE:

Title Officer: Danny Osborn  
 Ticor Title Company  
 600 SW 39th Street, Suite 100  
 Renton, WA 98057  
 Phone: (425)255-7575 Fax: (425)873-7574  
 Main Phone: (425)255-7575  
 Email: Danny.Osborn@ticortitle.com

**SCHEDULE A**

Liability	Premium	Tax
\$1,000.00	\$400.00	\$38.00

Effective Date: January 8, 2015 at 08:00AM

1. Assured: City of Sumner
2. The estate or interest in the land hereinafter described or referred to covered by this Guarantee is:
 

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

Frank A. Schatz and Linda L. Schatz, husband and wife
4. The land referred to in this Guarantee situated in the County of Pierce, State of Washington, and is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**END OF SCHEDULE A**

**EXHIBIT "A"**  
Legal Description

Beginning at the intersection of the North line of Main Street in the Town of Sumner, Washington, with the East line of the Stuck Valley County Road, that point being 30.4 feet North 32°30' West and 30.4 feet North 68°22' East of a stone monument that marks the Junction of the Stuck Valley County Road with Main Street in the Town of Sumner, near the West boundary of the W.M. Kincaid Donation Land Claim in SECTION 24, TOWNSHIP 20 NORTH, RANGE 4 EAST of the W.M., in Pierce County, Washington;  
thence North 32°30' West along the East boundary of said County Road 140 feet;  
thence North 46°38' East 117 feet;  
thence South 32°30' East 184 feet to the North boundary of Main Street in the Town of Sumner;  
thence South 68°22' West along the North boundary of said Main Street 117 feet to the place of beginning.

**SCHEDULE B**

THE TITLE TO SAID ESTATE OR INTEREST IS SUBJECT TO THE FOLLOWING EXCEPTIONS:

**SCHEDULE B**  
(continued)

## SPECIAL EXCEPTIONS

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2015.

Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:

Tax Identification No.: 042024-3057  
Code Area No.: 117  
Fiscal Year: 2014  
Amount: \$5,137.77  
Land: \$344,000.00  
Improvements: \$28,000.00

2. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$67,450.00  
Dated: September 8, 1999  
Trustor/Grantor: Frank A. Schatz and Linda L. Schatz, husband and wife  
Trustee: Commonwealth Title Company, a corporation  
Beneficiary: Ernest Zehnder and Frances Zehnder, husband and wife  
Recording Date: September 10, 1999  
Recording No.: 9909100686

In this connection the Company Notes Probate filed in Pierce County Superior Court Cause Number 04-4-00271-3 for Frances L. Zehnder, deceased. Said probate is incomplete and was closed on July 29, 2011. Information concerning this matter should be submitted to the Company.

3. Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by survey,

Recording Date: July 11, 1994  
Recording No.: 9407110516  
Matters shown: Concrete driveway lying west and south of the east line of the within described property.

Note: The Pierce County tax rolls and the Survey recorded under recording number 9407110516 show that Stuck Valley Road adjoining the within described property has been vacated. the records of Pierce County fail to disclose an Ordinance by the City of Sumner vacating said road. the company must be advised.

NOTE: A survey has been recorded:

Recording Date: 06/30/2006  
Recording No.: 200606305007

**SCHEDULE B**

(continued)

Note: FOR INFORMATIONAL PURPOSES ONLY:

The following may be used as an abbreviated legal description on the documents to be recorded, per Amended RCW 65.04.045. Said abbreviated legal description is not a substitute for a complete legal description within the body of the document:

Subdivision: SW 24-20N-4E APN/Parcel ID(s): 042024-3057  
Tax Account No.: 042024-3057

Note: The Public Records indicate that the address of the improvement located on said Land is as follows:

713 West Main Street  
Sumner, WA 98390

Effective October 1, 2014, Ticor Title Company will no longer be charging a flat rate recording fee. All files will be charged the actual county recording fees.

Recording charges (per document title) for all Washington counties:

Deed of Trust - \$73.00 and \$1 for each additional page.

Most other Docs, except as noted below - \$72.00 and \$1 for each additional page.

Assignment of Deed of Trust, Substitution or Appointment of Successor Trustee - \$14.00 and \$1 for each additional page

Multiple titled documents are charged per applicable title.

There is an additional \$4.00 fee per document for electronic recording.

**RECORDING CHARGES ARE SUBJECT TO CHANGE WITHOUT NOTICE**

NOTE: Part of the RESPA Rule to Simply and Improve the Process of Obtaining Mortgages and Reduce Consumer Settlement Costs requires the settlement agent to disclose the agent and underwriter split of title premiums, including endorsements as follows:

Line 1107 is used to record the amount of the total title insurance premium, including endorsements, that is retained by the title agent. Ticor Title Company retains 88% of the total premium and endorsements.

Line 1108 is used to record the amount of the total title insurance premium, including endorsements, that is retained by the title underwriter. Chicago Title Insurance Company retains 12% of the total premium and endorsements.

**END OF SCHEDULE B**

**SCHEDULE C  
INFORMATION FOR THE ASSURED**

1. This Guarantee is restricted to the use of the Assured solely for the purpose of providing information to facilitate the commencement of a suit at law or foreclosure pursuant to RCW 61.24 of a mortgage described in Schedule B affecting the land described in Schedule A. The Company shall have no liability for any reliance hereon except for the purpose for which this Guarantee is issued. This Guarantee is neither a commitment nor an obligation by the Company to issue any policy or policies of title insurance insuring said land, and it is not to be used as a basis for closing any transaction affecting title to said land.
2. Upon request WITHIN SIXTY (60) DAYS from the effective date of this Guarantee, the Company will extend the effective date of this Guarantee by endorsement to include the filing of any complaint and recording of Notice of Lis Pendens, recording of Notice of Intent to Forfeit Real Estate Contract, or recording of the Notice of Trustee's Sale. Such an endorsement will show as additional exceptions, and therefore exclude from coverage, those matters attaching subsequent to the effective date of the Guarantee but prior to the issuance of the endorsement.
3. Upon request on the thirtieth (30<sup>th</sup>) day preceding the date set for the forfeiture of real estate contract, or trustee's sale, the Company will issue an endorsement identifying federal tax liens, if any, affecting the land described in Schedule A. THE RESPONSIBILITY, HOWEVER, FOR DETERMINING THE THIRTIETH (30<sup>TH</sup>) DAY BEFORE THE SALE OR FORFEITURE, AND FOR MAKING THE REQUEST ON THAT SAME DAY, IS BORNE BY THE ASSURED.
4. The Company may, BUT IS NOT OBLIGATED TO, issue additional endorsements extending the effective date of the Guarantee at the request for the Assured. The Company will not, and accepts no obligation to, issue an endorsement extending the effective date to, or beyond, the date of any sale of the premises, recording of a Declaration of Forfeiture or a Real Estate Contract, trustee's sale or deed in lieu thereof.
5. Attention is called to the Servicemembers Civil Relief Act (108 P.L. 189; 117 Stat. 2835; 2003 Enacted H.R. 100) and amendments thereto which contain inhibitions against the sale of land under a deed of trust if the owner is entitled to the benefits of said Act.
6. Attention is called to the Federal Tax Lien Act of 1966 and amendments thereto which, among other things, provides for the giving of written notice of sale or forfeiture in a specified manner to the Secretary of the Treasury or his delegate as a requirement for the discharge or divestment of a federal tax lien in a non-judicial sale or forfeiture, and establishes with respect to such lien a right in the United States to redeem the property within a period of one hundred twenty (120) days from the date of any such sale or forfeiture.

**EXCLUSIONS FROM COVERAGE**

The following mailers are expressly excluded from the coverage of this Guarantee:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Guarantee.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Guarantee.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Guarantee.
3. Defects, liens, encumbrances, adverse claims against the title as guaranteed, or other matters:
  - (a) created, suffered, assumed or agreed to by one or more of the Assured;
  - (b) not known to the Company, not recorded in the public records at Date of Guarantee but known to one or more of the Assured at Date of Guarantee;
  - (c) resulting in no loss or damage to the Assured;
  - (d) attaching or created subsequent to Date of Guarantee.
4. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule B or with respect to the validity, legal effect or priority of any matter shown therein.
5. 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.
6. Unpatented mining claims; reservations or exceptions in United States Patents or in Acts authorizing the issuance thereof; Indian tribal codes or regulations. Indian treaty or aboriginal rights, including easements or equitable servitudes; water rights, claims or title to water.
7. Title to any property beyond the lines of the land expressly described in the description set forth in this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; of any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
8. Any loss or damage which arises out of any transaction affecting the estate or interest shown in Schedule A of this Guarantee by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

**CONDITIONS AND STIPULATIONS****1. DEFINITION OF TERMS**

The following terms when used in this Guarantee mean;

- (a) "land": the land described in this Guarantee and improvements affixed thereto which by law constitute real property.
- (b) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions from Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district in which the land is located.
- (c) "date." "Date of Guarantee": the effective date;
- (d) "the Assured": the party or parties named as the Assured in this Guarantee, or in a supplemental writing executed by the Company.
- (e) "mortgage": mortgage, deed of trust, trust deed, real estate contract or other security instrument,

**2. PROSECUTION OF ACTIONS**

- (a) The Company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein guaranteed; and the Company may take any appropriate action under the terms of this Guarantee whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision hereof.
- (b) in all cases where the Company does so institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for such purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.

**3. NOTICE OF LOSS-LIMITATION OF ACTION**

A statement in writing or any loss or damage for which it is claimed the Company is liable under this Guarantee shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Assured under this Guarantee until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Guarantee unless action shall be commenced thereon within two years after expiration of said thirty day period. Failure to furnish such statement of loss or damage or to commence such action within the time hereinbefore specified, shall be a conclusive bar against maintenance by the Assured of any action under this Guarantee,

(continued)

**4. OPTION TO PAY, SETTLE OR COMPROMISE CLAIMS**

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage, the Company shall have the option to purchase the indebtedness secured by said mortgage. Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage securing the same to the Company upon payment of the purchase price.

**5. LIMITATION OF LIABILITY-PAYMENT OF LOSS**

- (a) The liability of the Company under this Guarantee shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall such liability exceed the amount of total liability stated within this Guarantee.
- (b) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorney's fees in litigation carried on by the Assured with the written authorization of the Company.
- (c) No claim for damages shall arise or be maintainable under this Guarantee (1) if the Company after having received notice of an alleged defect, lien or encumbrance not shown as an Exception or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.
- (d) All payments under this Guarantee, except for attorneys' fees as provided for in paragraph 5(b) hereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing this Guarantee for endorsement of such payment unless the Guarantee be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.
- (e) When liability has been definitely fixed in accordance with the conditions of this Guarantee, the loss or damage shall be payable within thirty days thereafter.

**6. SUBROGATION UPON PAYMENT OR SETTLEMENT**

Whenever the Company shall have settled a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to such claim had this Guarantee not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. The Assured if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right or subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving such rights or remedies.

**7. GUARANTEE ENTIRE CONTRACT**

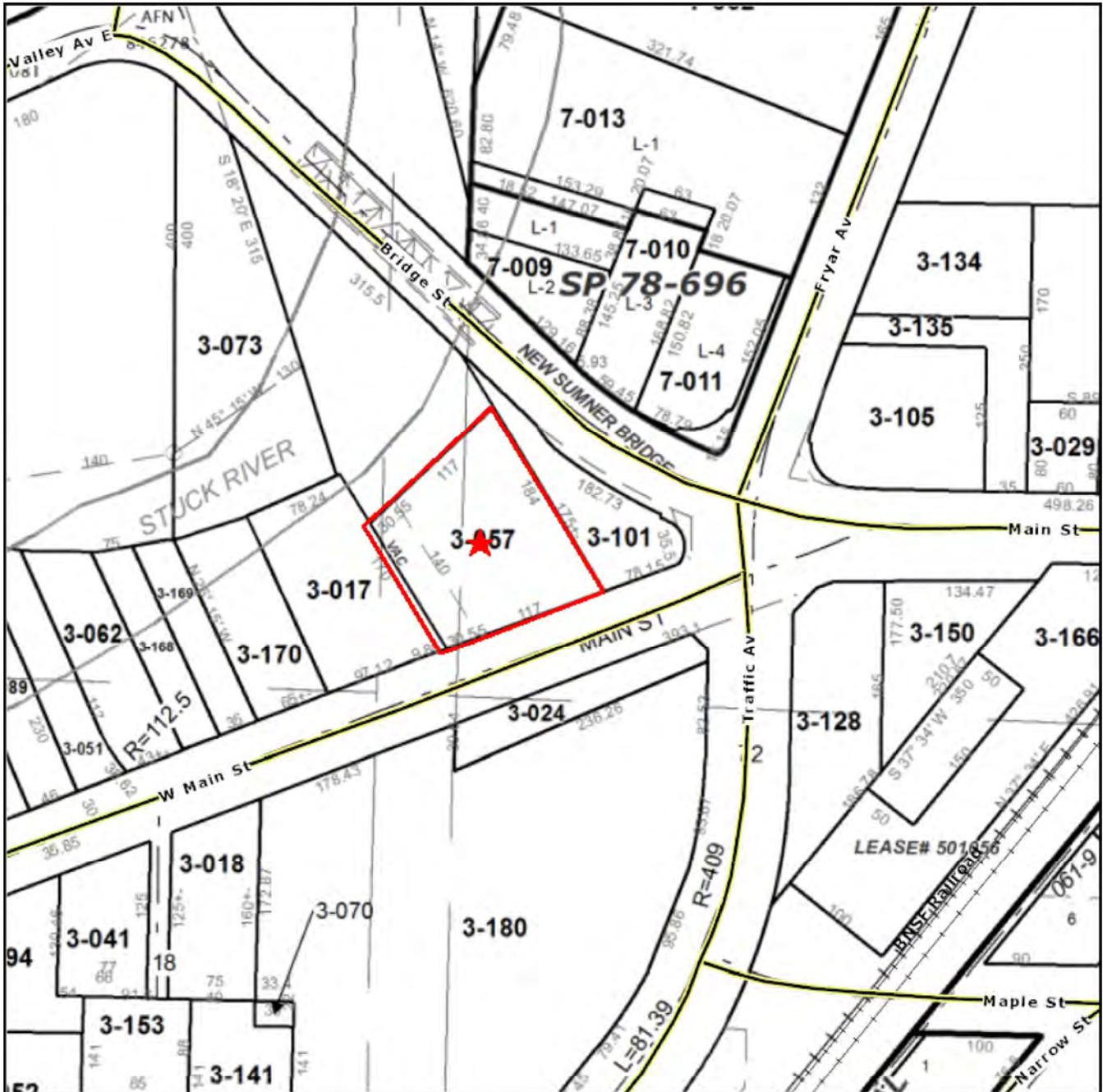
Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Guarantee.

No provision or condition of this Guarantee can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

**8. NOTICES, WHERE SENT**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this guarantee and shall be addressed to the Company at: Chicago Title Insurance Company, P.O. Box 45023, Jacksonville, FL 32232-5023.

**9. THE FEE SPECIFIED WITHIN THIS GUARANTEE IS THE TOTAL FEE FOR TITLE SEARCH AND EXAMINATION AND FOR THIS GUARANTEE.****END OF CONDITIONS AND STIPULATIONS**



Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.

geoAdvantage  
www.sentrydynamics.net







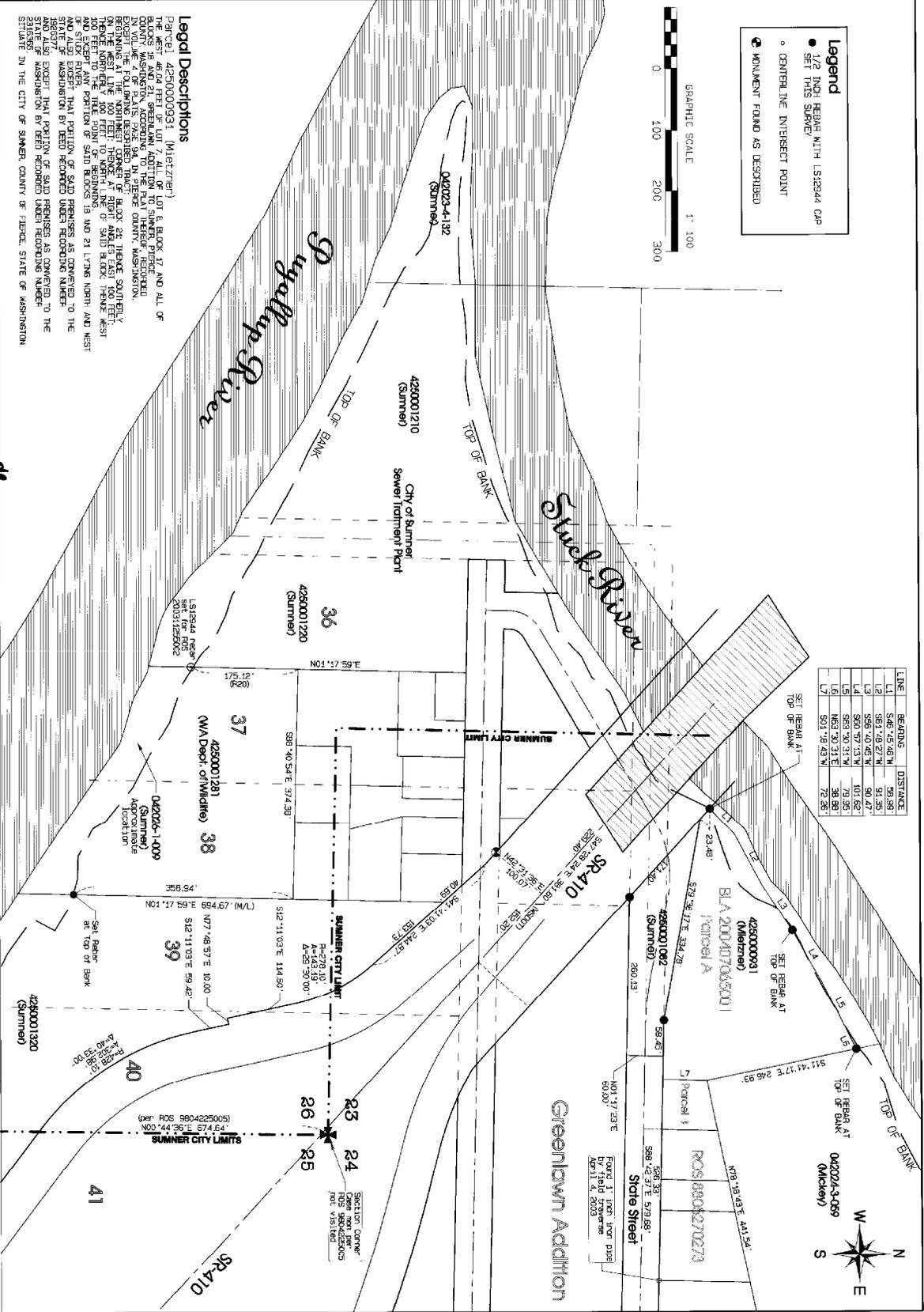


**Legend**

- 1/2" INCH REBAR WITH L8123244 CAP SET THIS SURVEY
- CENTRAL LINE INTERSECT POINT
- ⊙ MONUMENT FOUND AS DESCRIBED



LINE	BEARING	DISTANCE
L1	S46°45'46"W	59.36
L2	S51°49'27"W	91.35
L3	S55°40'45"W	90.47
L4	S60°57'53"W	101.92
L5	N63°20'31"E	98.89
L7	S07°49'43"W	72.26



**Legal Descriptions**

Parcel [ 4250000931 (Metzner)]  
 THE WEST 46.04 FEET OF LOT 7, ALL OF LOT 6, BLOCK 37 AND ALL OF BLOCKS 18 AND 21, GREENLAWN ADDITION IN SUMNER, WASHINGTON COUNTY, WASHINGTON, AS SHOWN AND DESCRIBED IN VOLUME 4 OF PLATS PAGE 94, IN PIERCE COUNTY, WASHINGTON, BEGINNING AT THE POINT OF BEGINNING OF BLOCK 21, THENCE SOUTHERLY ON THE WEST LINE 100 FEET, THENCE AT RIGHT ANGLES EAST 100 FEET, 100 FEET TO THE EAST FOOT OF BEGINNING OF SAID BLOCK, THENCE WEST AND EXCEPT ANY PORTION OF SAID BLOCKS 18 AND 21 LYING NORTH AND WEST AND EXCEPT THAT PORTION OF SAID PREMISES AS CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER RECORDING NUMBER AND ALSO EXCEPT THAT PORTION OF SAID PREMISES AS CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER RECORDING NUMBER SITUATE IN THE CITY OF SUMNER, COUNTY OF PIERCE, STATE OF WASHINGTON

**LERROY**

**LERROY SURVEYORS & ENGINEERS**

1103 Sioux Road Puyallup, Washington 98972  
 (253) 848-6808 Fax: (253) 840-4140  
 www.lersinc.com

SURVEYORS  
 PLANNERS  
 CARTOGRAPHERS  
 GIS, GPS  
 ENVIRONMENTAL  
 & URBANIZATION  
 CONSULTANTS



**RECORD OF SURVEY**  
 for  
**CITY OF SUMNER**

200606305007

**RECORD OF SURVEY**  
 FOR: CITY OF SUMNER

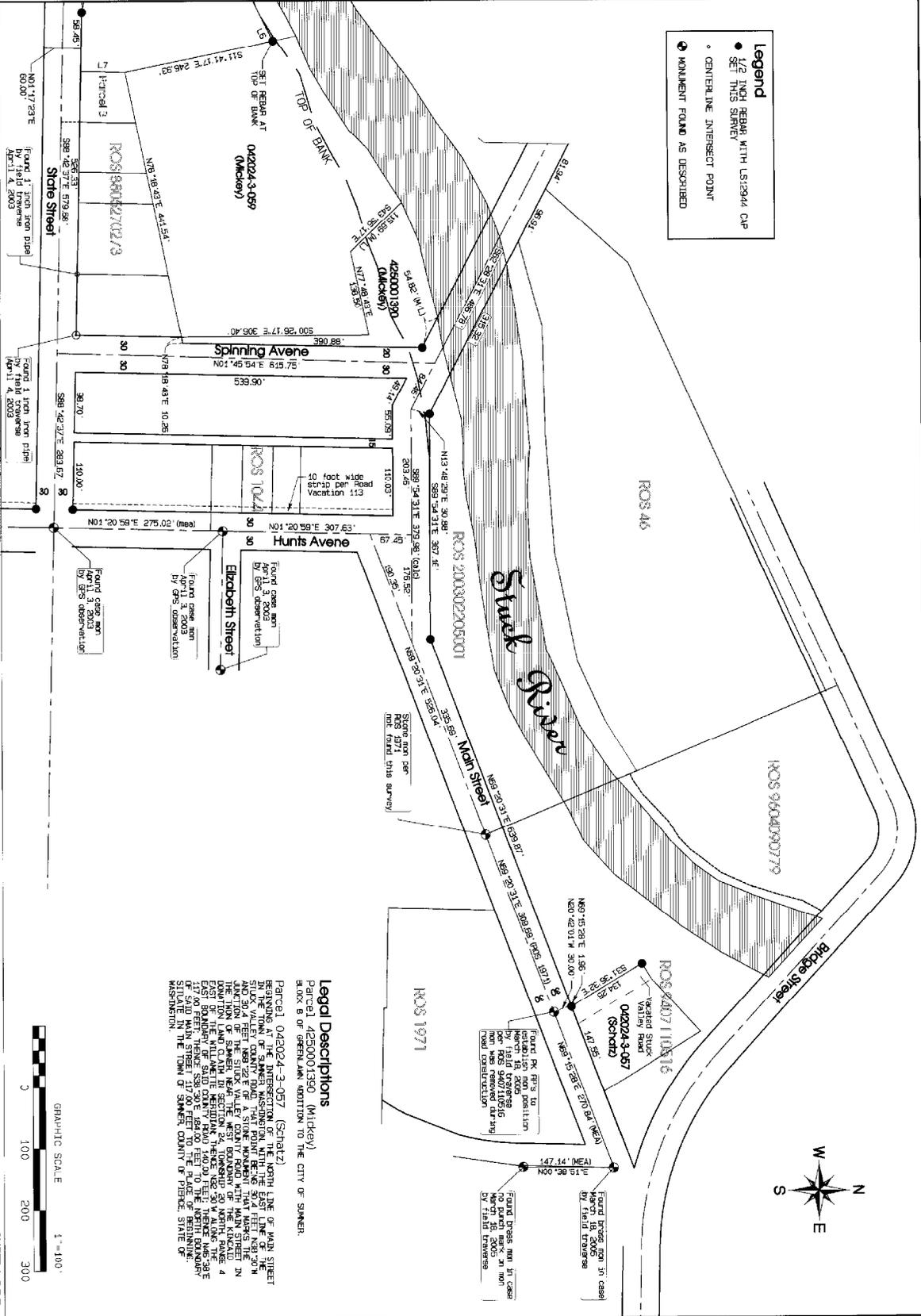
DRAWN BY: LEONARD JAMES  
 CHECKED: \_\_\_\_\_  
 SCALE: 1" = 100 FEET  
 JOB NO: 7866  
 DATE: JUNE 21, 2006

SHEET 5 OF 7

ORIGINAL

**Legend**

- 1/2" INCH BEARER WITH LSI:2944 CAP
- SET THIS SURVEY
- CENTER LINE INTERSECT POINT
- ⊙ MONUMENT FOUND AS DESCRIBED



**Legal Descriptions**  
 Parcel 1 4250001380 (Midkey)  
 Block B of GREENMAN addition to the CITY OF SUMNER.  
 Parcel 2 042024-3-057 (Schartz)  
 BEING THE 1/2" INTERSECTION BETWEEN THE NORTH LINE OF MAIN STREET IN THE TOWN OF SUMNER WASHINGTON WITH THE EAST LINE OF THE SIXTH VALLEY COUNTY ROAD AND A 100' WIDE STRIP THAT MARKS THE JUNCTION OF THE SIXTH VALLEY COUNTY ROAD WITH MAIN STREET IN SECTION 34 TOWNSHIP 20 NORTH RANGE 4 EAST OF THE MERIDIAN THENCE N62°20'4" ALONG THE NORTH LINE OF SAID MAIN STREET 417.00 FEET TO THE PLACE OF BEGINNING 17.00 FEET THENCE S89°30'E 184.00 FEET TO THE NORTH CORNER OF SAID MAIN STREET 417.00 FEET TO THE PLACE OF BEGINNING OF SAID MAIN STREET.



**LEPROSY**  
 SURVEYORS & ENGINEERS  
 1103 Shaw Road Puyallup, Washington 98372  
 (253) 846-6808 Fax: (253) 840-1140  
 www.leprosy.com

SURVEYORS  
 PLANNERS  
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 GIS, GPS  
 ENVIRONMENTAL  
 & URBANIZATION  
 CONSULTANTS



**RECORD OF SURVEY**  
 for  
**CITY OF SUMNER**

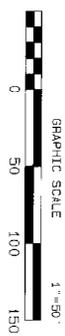
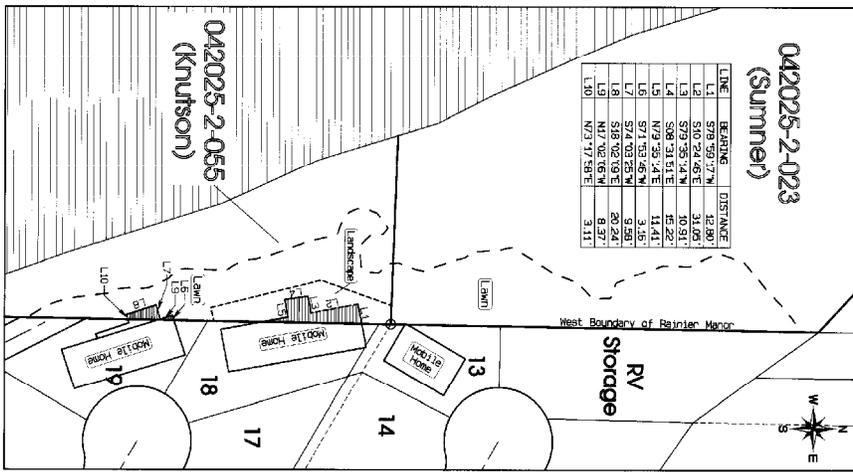
200606305007

SHEET 6 OF 7

**RECORD OF SURVEY**  
 FOR: CITY OF SUMNER  
 DRAWN BY: LEONARD JAMES  
 CHECKED:  
 SCALE: 1 INCH = 100 FEET  
 JOB NO: 7266  
 DATE: JUNE 21, 2006

200606305007

### Rainier Manor Encroachments



**LEROY**  
**LEROY SURVEYORS & ENGINEERS**  
 1103 State Street, Suite 100, Astoria, OR 97103  
 (503) 325-6600 Fax: (503) 344-1160  
 www.leroyinc.com

**SURVEYORS  
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 CARTOGRAPHERS  
 ENGINEERS, GPS  
 & URBANIZATION  
 CONSULTANTS**

**RECORD OF SURVEY**  
 for  
**CITY OF SUMNER**

200606305007

**RECORD OF SURVEY  
 FOR: CITY OF SUMNER**  
 DRAWN BY: LEONARD JAMES  
 CHECKED: \_\_\_\_\_  
 SCALE: 1 INCH = 50 FEET  
 JOB NO: 7265  
 DATE: JUNE 21, 2005

**SHEET 7 OF 7**

**Surveyor's Notes**  
 BASTS OF BEARING, GPS OBSERVATION  
 METHOD OF MONUMENT LOCATION, WAS BY FIELD  
 TRAVERSE AND GPS OBSERVATION.  
 FIELD EQUIPMENT USED THIS SURVEY  
 ONE - TRIMBLE 5600  
 TWO - TRIMBLE R8

REFERENCE MATERIAL USED THIS SURVEY:  
 (R1) MSDOT MAP 187-022  
 (R2) MSDOT MAP 187-023  
 (R3) MSDOT MAP 410-001  
 (R4) MSDOT MAP 410-001A  
 (R5) MSDOT MAP 410-002  
 (R6) MSDOT MAP 410-003  
 (R7) BOUNDARY LINE ADJUSTMENT 200407065001  
 (R8) BOUNDARY LINE ADJUSTMENT 200410155005  
 (R9) GREENLAWN ADDITION  
 (R10) MOUNTAIN CIRCLE  
 (R11) RAINIER MANOR  
 (R12) RECORD OF SURVEY 46  
 (R13) RECORD OF SURVEY 90  
 (R14) RECORD OF SURVEY 92A  
 (R15) RECORD OF SURVEY 9210129513  
 (R16) RECORD OF SURVEY 9210129513  
 (R17) RECORD OF SURVEY 9407110515  
 (R18) RECORD OF SURVEY 9804225005  
 (R19) RECORD OF SURVEY 200302205001  
 (R20) RECORD OF SURVEY 200314255002  
 (R21) SHOOT PLAT 2000C4045001  
 (R22) THOMPSONS L.F. REBLAT  
 (R23) VILLAGE AT EVERBROVE PHASE 1

THIS SURVEY COMPLETES WITH THE STANDARDS AND  
 OTHER SURVEY OF THE SURVEY RECORDING ACT  
 CHAPTER 58.09 RCW AND WAC 532-130.

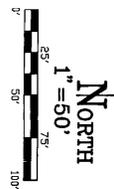
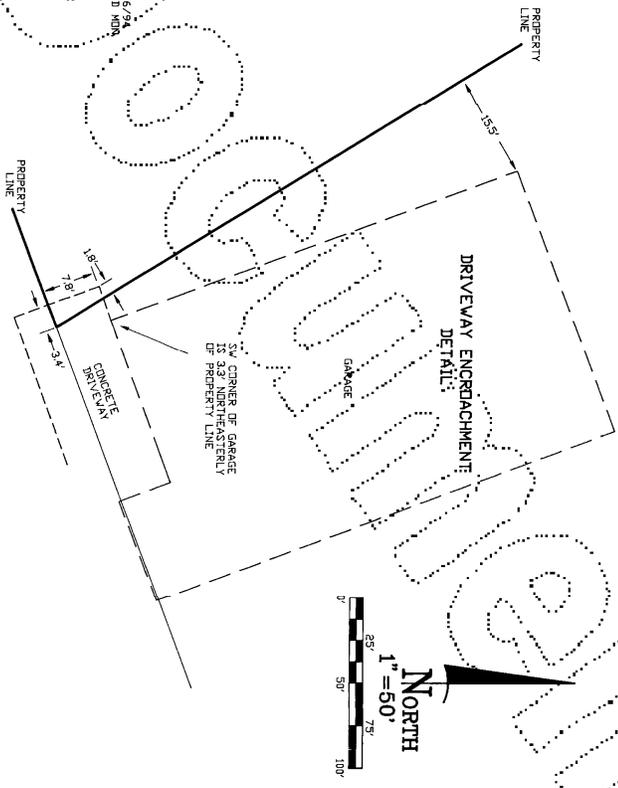
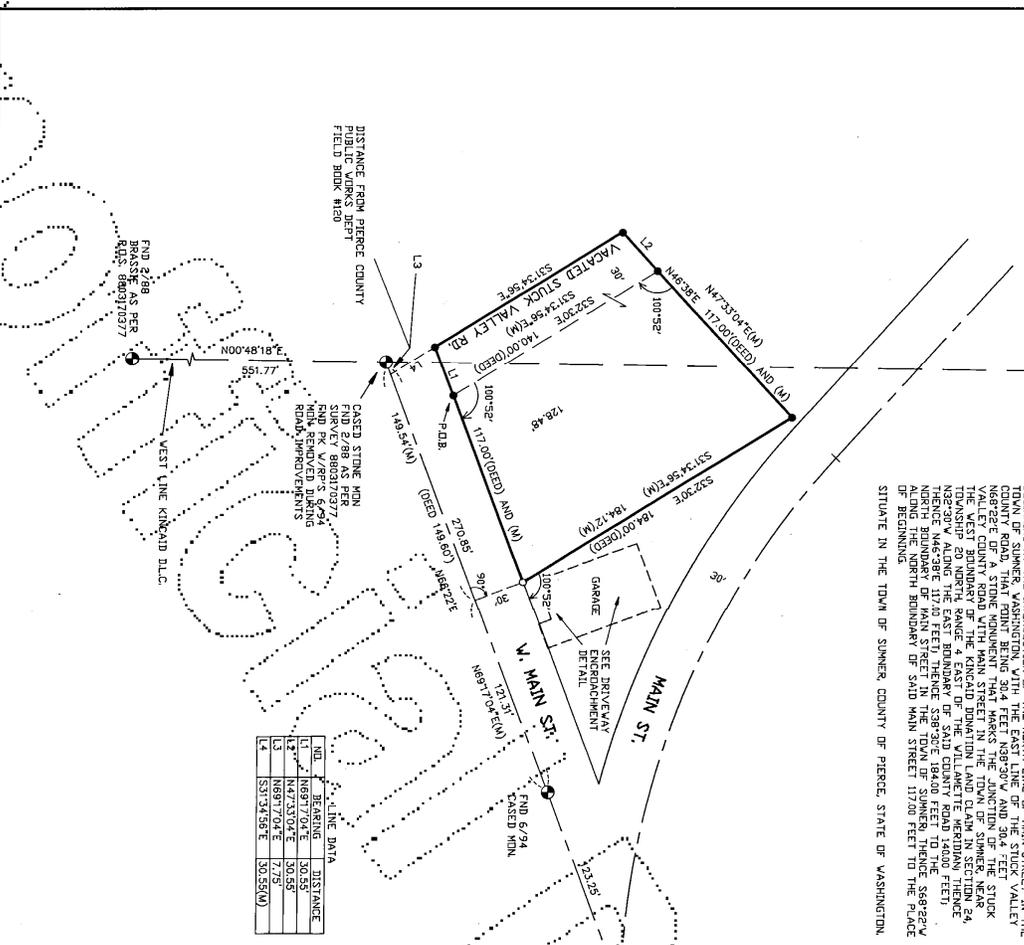
ORIGINAL

# RECORD OF SURVEY

SW 1/4, SW 1/4, SECTION 24, TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M.

### LEGAL DESCRIPTION

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF MAIN STREET IN THE TOWN OF SUMNER, WASHINGTON, WITH THE EAST LINE OF THE STOCK VALLEY COUNTRY ROAD, THENCE BEING 30.4 FEET N89°50'W AND 30.4 FEET STOCK VALLEY COUNTRY ROAD WITH MAIN STREET IN THE TOWN OF SUMNER, NEAR THE WEST BOUNDARY OF THE KINCAID DONATION LAND CLAIM IN SECTION 24, TOWNSHIP 20 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, THENCE N82°30'W ALONG THE EAST BOUNDARY OF SAID COUNTY ROAD 117.00 FEET, THENCE S89°32'E 184.00 FEET TO THE NORTH BOUNDARY OF MAIN STREET IN THE TOWN OF SUMNER, THENCE S89°22'W ALONG THE NORTH BOUNDARY OF SAID MAIN STREET 112.00 FEET TO THE PLACE SITUATE IN THE TOWN OF SUMNER, COUNTY OF PIERCE, STATE OF WASHINGTON.



**LEGEND**

- = MONUMENTS AS NOTED
- = SET CONCRETE MARK IN DRIVEWAY

● BASIS OF BEARING IS AN ASSUMED BEARING OF N89°17'04"E ALONG THE CENTERLINE OF MAIN STREET. A CONTROL TRAVERSE WAS RUN BETWEEN THE MONUMENTS AND THE CENTERLINE OF MAIN STREET TO PERFORM THIS SURVEY WAS PERFORMED BY THE SURVEYOR AT HIS OWN RISK AND LIABILITY.

**NOTE:**

FIELD FOUND MONUMENT AT THE CENTERLINE OF MAIN STREET AND THE WEST LINE OF THE KINCAID D.L.C. AND DISTANCE FROM PIERCE COUNTY PUBLIC WORKS DEPARTMENT FIELD BOOK HEAD OF 775' ALONG MAIN STREET HELD BEING BEARING RELATIONSHIP BETWEEN BOTH CENTERLINE ROAD BEARINGS (N00°52'7"E FOR CENTERLINE OF STOCK VALLEY ROAD) AND THE CENTERLINE OF MAIN STREET. THIS BEARING IS THE BASIS OF BEARING FOR THE PARCEL BOUNDING TO THE WEST. ALL SET LINE OF THIS PARCEL IS COMMON PER ADJOINING DEED A.F.N. 91018945.

### ADDITIONAL CERTIFICATE

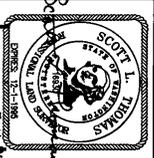
FILED FOR RECORD THIS 11th DAY OF July, 1994 AT 9:41 AM IN THE OFFICE OF THE COUNTY CLERK AT THE REQUEST OF SCOTT L. THOMAS

9407110516

### 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 FRANCES ZENDER

JULY 1994



THOMAS LAND SURVEYING  
11309 46TH STREET EAST  
PUYALLUP, WA 98972  
PHONE 863-2321

SURVEY FOR FRANCES ZENDER			
SW 1/4, SW 1/4 SECTION 24, TOWNSHIP 20 NORTH			
RANGE 4 EAST, WILLAMETTE MERIDIAN			
CHKD. BY	D.E.B.	DATE	JOB NO.
		7-11-94	94027
		SCALE: 1" = 50'	SHEET 1 OF 1

For reference only, not for re-sale.

9407110516

PIERCE COUNTY, WA  
9909100685  
9-10-1999 03:11 PM  
Fee Amt: \$9.00

1

After recording return to:  
FRANK A. SCHATZ  
713 W MAIN ST  
SUMNER WA 98390

Filed for Record at the Request of  
**COMMONWEALTH TITLE COMPANY**

490142  
713 W MAIN ST

**STATUTORY WARRANTY DEED**

THE GRANTOR **ERNEST ZEHNDER AND FRANCES ZEHNDER, husband and wife**

for and in consideration of Ten Dollars and Other Good and Valuable Consideration

in hand paid, conveys and warrants to **FRANK A. SCHATZ AND LINDA L. SCHATZ, husband and wife**

the following described real estate, situate in the County of **Pierce**, State of Washington:

Beginning at the intersection of the North line of Main Street in the Town of Sumner, Washington, with the East line of the Stuck Valley County Road, that point being 30.4 feet North 32°30' West and 30.4 feet North 68°22' East of a stone monument that marks the Junction of the Stuck Valley County Road with Main Street in the Town of Sumner, near the West boundary of the W.M. Kincaid Donation Land Claim in SECTION 24, TOWNSHIP 20 NORTH, RANGE 4 EAST of the W.M., in Pierce County, Washington; thence North 32°30' West along the East boundary of said County Road 140 feet; thence North 46°38' East 117 feet; thence South 32°30' East 184 feet to the North boundary of Main Street in the Town of Sumner; thence South 68°22' West along the North boundary of said Main Street 117 feet to the place of beginning.

SUBJECT TO:  
MATTERS SHOWN ON SURVEY RECORDED UNDER AUDITOR'S NO. 9407110516.

Tax Parcel Number: 04-20-24-3-057

COMMONWEALTH  
490142-1  
SEP 10 1999

Dated this 8th day of SEPTEMBER, 1999

By Ernest Zehnder  
ERNEST ZEHNDER

By Frances L. Zehnder  
FRANCES ZEHNDER

By \_\_\_\_\_

By \_\_\_\_\_

LPB-10

a  
ETN: 10090% 9-10-1999  
Excise Tax Collected: \$1601.11  
Cathy Pearsall-Stipek CPO Pierce County Auditor  
BY: LISA DRURY

9909100685

STATE OF WASHINGTON )

ss

County of Pierce )

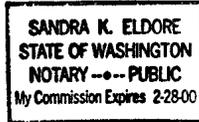
On this day personally appeared before me ERNEST ZEHNDER AND FRANCES ZEHNDER to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that THEY signed the same as THEIR free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 9 day of September, 1999

*Sandra K Eldore*

SANDRA K. ELDORE  
Notary Public in and for the State of Washington  
residing at TACOMA My commission expires: 02-28-2000

NOTARY SEAL



**9909100685**

PIERCE COUNTY, WA  
9909100686  
9-10-1999 03:11 PM  
Fee Amt: \$11.00

8

After recording return to:  
ERNEST ZEHNDER and FRANCES ZEHNDER  
8331 NE NORTH SHORE RD  
BELFAIR, WA 98528

Filed for record at the request of  
**COMMONWEALTH TITLE COMPANY**

490142  
713 W MAIN ST

**DEED OF TRUST**  
(for use in the State of Washington only)

THIS DEED OF TRUST, made this 8th day of SEPTEMBER, 1999

between **FRANK A. SCHATZ AND LINDA L. SCHATZ, husband and wife**

whose address is 9123 33RD ST E, EDGEWOOD, WA 98371

**COMMONWEALTH**  
440142-7  
SEP 10 1999

**COMMONWEALTH TITLE COMPANY**, a Corporation, Trustee, whose address  
1120 Pacific Avenue, Tacoma, Wa 98402,

and **ERNEST ZEHNDER AND FRANCES ZEHNDER, husband and wife**

Beneficiary, whose address is 8331 NE NORTH SHORE RD, BELFAIR, WA 98528

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee, with power of sale, the following described real property in **Pierce** County, Washington:

Beginning at the intersection of the North line of Main Street in the Town of Sumner, Washington, with the East line of the Stuck Valley County Road, that point being 30.4 feet North 32°30' West and 30.4 feet North 68°22' East of a stone monument that marks the Junction of the Stuck Valley County Road with Main Street in the Town of Sumner, near the West boundary of the W.M. Kincaid Donation Land Claim in SECTION 24, TOWNSHIP 20 NORTH, RANGE 4 EAST of the W.M., in Pierce County, Washington; thence North 32°30' West along the East boundary of said County Road 140 feet; thence North 46°38' East 117 feet; thence South 32°30' East 184 feet to the North boundary of Main Street in the Town of Sumner; thence South 68°22' West along the North boundary of said Main Street 117 feet to the place of beginning.

If the Grantor hereof sells, conveys or alienates the property described herein or any part thereof or any interest therein, any indebtedness or obligation secured hereby, (irrespective of the maturity date expressed herein) at the option of the Beneficiary and without demand or notice, shall immediately become due and payable.

**Tax Parcel Number: 04-20-24-3-057**

which real property is not used principally for agricultural or farming purposes, together with all tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof.

This Deed is for the purpose of securing performance of each agreement of Grantor herein contained, and payment of the sum of **SIXTY SEVEN THOUSAND FOUR HUNDRED FIFTY AND 00/100 Dollars (\$67,450.00)** with interest, in accordance with the terms of a promissory note of even date herewith payable to Beneficiary or order, and made by Grantor, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon. To protect the security of this Deed of Trust, Grantor covenants and agrees:

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement begin built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.
2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.

**9909100686**

3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazard in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to Beneficiary as his interest may appear and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.

6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in any eminent domain proceeding, the entire amount of the award or such portion thereof as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to pay.

3. The Trustees shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of the Beneficiary, Trustee or its authorized agent shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto.

5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchasers and encumbrances for value.

6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a Mortgage.

7. In the event of death, incapacity or disability or resignation of Trustee, Beneficiary shall appoint, in writing, a successor Trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor Trustee shall be vested with all powers of the original Trustee. The Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which the Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

8. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

LPB-22

GRANTOR:

*Frank A. Schatz*  
FRANK A. SCHATZ  
*Linda L. Schatz*  
LINDA L. SCHATZ

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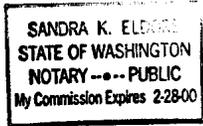
STATE OF WASHINGTON }  
County of Pierce } ss

On this day personally appeared before me FRANK A. SCHATZ AND LINDA L. SCHATZ to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that THEY signed the same as THEIR free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 9 day of September 1999

*Sandra K. Eldore*

SANDRA K. ELDORE  
Notary Public in and for the State of Washington  
residing at TACOMA My commission expires: 02-28-2000



NOTARY SEAL

**REQUEST FOR FULL RECONVEYANCE**  
(To be used only when Note has been paid)

TO: TRUSTEE

The undersigned is the legal owner and holder of the Note and all other indebtedness secured by the within Deed of Trust. Said Note, together with all other indebtedness secured by this Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of this Deed of Trust, to cancel said Note above mentioned, and all other evidences of indebtedness secured by this Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to convey, without warranty, to the parties designated by the terms of this Deed of Trust, all the estate now held by you hereunder.

Dated: \_\_\_\_\_

BENEFICIARY:

\_\_\_\_\_  
\_\_\_\_\_