

City of Tacoma Planning & Development Services 747 Market Street, Room 345 Tacoma, WA 98402

# NOTICE OF APPLICATION

Date of notification: December 31, 2013

Application received: November 22, 2013

Application complete: November 22, 2013

**Applicant:** Apex Engineering, 2601 S 35<sup>th</sup> St, Suite 200, Tacoma, WA 98409, 253-473-4494

Location: 3612 N Waterview St, Parcel Number 9320000050

Application No(s): MPD2013-40000213228

**Proposal:** A Boundary Line Adjustment (BLA) that will take multiple pre-existing lots that form an existing parcel and a portion of right-of-way and create four new buildable parcels for the future construction of single-family dwellings.

Written AGENCY/DEPARTMENTAL comments must be submitted by January 15, 2014 to the below staff contact.

For further information regarding this Notice of Application, log onto <a href="https://www.tacomapermits.org">www.tacomapermits.org</a> and select "Message Board" then "Public Notices and Decisions"

Documents to Evaluate the Proposal: BLA Plan, Land Use Application,

Title Report, and Lot Closure Report

Studies Requested: Not applicable to this proposal

Other Required Permits: Street Vacation

#### Applicable Regulations of the Tacoma Municipal Code:

- Chapter 13.04 Platting and Subdivisions
- Chapter 13.05 Land Use Permit Procedures
- Chapter 13.06 Zoning
- Other associated regulations and policies

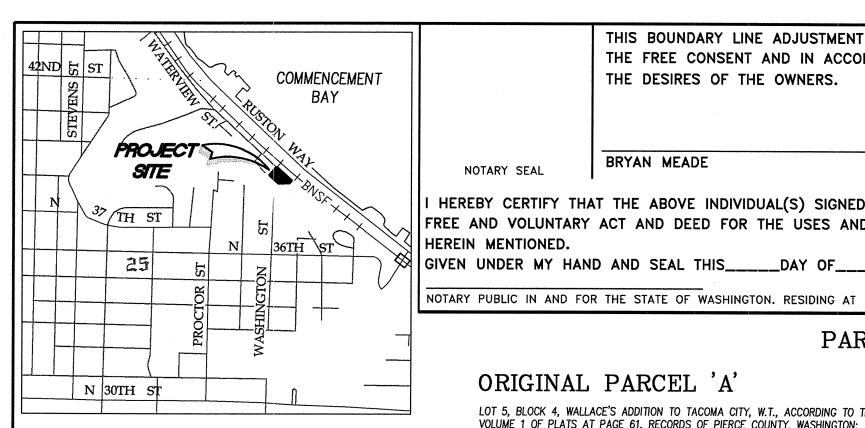
A final decision on the proposal will be made by the Director following the close of the agency/departmental comment period. The decision will be mailed to the applicant, property owner, and project consultants. The decision will include appeal provisions

Staff contact:

Dustin Lawrence, Associate Planner

747 Market St, Room 345, Tacoma, WA 98402; 253-591-5845; dlawrence@cityoftacoma.org

**Environmental Review:** Pursuant to WAC 197-11-9-800 and the City of Tacoma's SEPA Procedures, this proposed action is exempt from the Threshold Determination and Environmental Impact Statement requirements of SEPA.



VICINITY MAP SCALE: 1"=1/4 MILE

THIS BOUNDARY LINE ADJUSTMENT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE OWNERS.

BRYAN MEADE

HEREBY CERTIFY THAT THE ABOVE INDIVIDUAL(S) SIGNED AS A FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES HEREIN MENTIONED.

GIVEN UNDER MY HAND AND SEAL THIS\_\_\_\_\_DAY OF\_\_\_\_\_2013

CITY OF TACOMA BOUNDARY LINE ADJUSTMENT \_

A PORTION OF <u>NE 1/4, NE 1/4, SECTION 25, T 21 N, R 2 E, W.M</u>

LOTS 4, 5, AND THE NORTHWESTERLY 7.01 FEET OF LOT 3, BLOCK 4, WALLACES ADDITION TO TACOMA

CITY. ACCORDING TO THE PLAT RECORDED IN VOLUME 1 OF PLATS AT PAGE 61, RECORDS OF PIERCE COUNTY. WASHINGTON. TOGETHER WITH THAT PORTION OF WATERVIEW STREET ABUTTING, VACATED BY

NORTHWESTERLY 7.01 FEET THEREOF, BLOCK 4, WALLACES ADDITION TO TACOMA CITY, ACCORDING TO THE PLAT RECORDED IN VOLUME 1 OF PLATS AT PAGE 61, RECORDS OF PIERCE COUNTY, WASHINGTON.

TOGETHER WITH THAT PORTION OF WATERVIEW STREET ABUTTING, VACATED BY CITY OF TACOMA

LOT 1 AND THE SOUTHEASTERLY 2.99 FEET OF LOT 2, BLOCK 4, WALLACES ADDITION TO TACOMA CITY, ACCORDING TO THE PLAT RECORDED IN VOLUME 1 OF PLATS AT PAGE 61. RECORDS OF PIERCE COUNTY. WASHINGTON. TOGETHER WITH THAT PORTION OF WATERVIEW STREET ABUTTING, VACATED BY

CITY OF TACOMA ORDINANCE 27508. TOGETHER WITH THE NORTHWESTERLY 12.01 FEET PORTION OF

HILL STREET VACATED BY CITY OF TACOMA ORDINANCE 27984, EXCEPT THE NORTHWESTERLY

HILL STREET ABUTTING VACATED BY CITY OF TACOMA ORDINANCE 27984.

LOT 2, EXCEPTING THE SOUTHEASTERLY 2.99 FEET THEREOF, AND LOT 3, EXCEPTING THE

ORIGINAL TRACT: ASSESSOR'S PARCEL NO(S)

CITY OF TACOMA ORDINANCE 27508.

REVISED PARCEL 'B'

REVISED PARCEL 'C'

REVISED PARCEL 'D'

12.01 FEET THEREOF.

9320000050

DIRECTOR

APPROVED IN COMPLIANCE WITH CHAPTER 13.04 OF THE OFFICIAL CODE OF THE CITY OF TACOMA.

APPROVED FOR RECORDING

CITY SURVEYOR

ICITY TREASURER

HEREBY CERTIFY THAT ALL DELINQUENT ASSESS-MENTS HERETOFORE LEVIED AGAINST THE PROPERTY DESCRIBED HEREON, ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE, HAVE BEEN FULLY PAID AND DISCHARGED.

CITY TREASURER

ASSESSOR/TREASURER

I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES HERETOFORE LEVIED AGAINST THE PROPERTY DESCRIBED HEREON, ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE, HAVE BEEN FULLY PAID AND DISCHARGED.

ASSESSOR/TREASURER

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS \_\_\_\_ DAY OF \_\_\_ 2013 AT \_\_\_\_ M. IN BOOK \_\_\_ OE\_\_\_ AT PAGE \_\_ AT THE REQUEST OF \_\_\_\_\_

COUNTY AUDITOR

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF BRYAN MEADE IN MARCH, 2013.

MELVIN F. GARLAND PLS NO. 18902



PHONE 253-208

THIS BOUNDARY LINE ADJUSTMENT IS NOT A PLAT, REPLAT, OR SUBDIVISION

ORIGINAL TRACT OWNER

BRYAN MEADE 6103 63RD ST. CT. NW.

GIG HARBOR, WA 98335

EXISTING ZONING\_\_R-2

SOURCE OF WATER CITY OF TACOMA PUBLIC ROAD TYPE OF ACCESS

CITY OF TACOMA SEWER SYSTEM\_ SCALE 1"=40' NO. OF ADJUSTED PARCELS 1

DRAWN BY KAS CHECKED BY MFG JOB NO. 32409

2601 South 35th, Suite 200 Tacoma, Washington 98409-7479 (253) 473-4494 FAX: (253) 473-0599

# REVISED PARCEL 'A'

PARCEL DESCRIPTIONS

ORIGINAL PARCEL 'A' LOT 5, BLOCK 4, WALLACE'S ADDITION TO TACOMA CITY, W.T., ACCORDING TO THE PLAT RECORDED IN

TOGETHER WITH THE NORTHEASTERLY 40 FEET OF VACATED WATERVIEW STREET ABUTTING, PURSUANT TO ORDINANCE NO. 27508 RECORDED MARCH 14, 2008 UNDER RECORDING NUMBER 200803140470;

SITUATE IN THE CITY OF TACOMA, COUNTY OF PIERCE, STATE OF WASHINGTON.

VOLUME 1 OF PLATS AT PAGE 61, RECORDS OF PIERCE COUNTY, WASHINGTON;

ORIGINAL PARCEL 'B'

NOTARY SEAL

LOT 4, BLOCK 4, WALLACE'S ADDITION TO TACOMA CITY, W.T., ACCORDING TO THE PLAT RECORDED IN VOLUME 1 OF PLATS AT PAGE 61, RECORDS OF PIERCE COUNTY, WASHINGTON:

TOGETHER WITH THE NORTHEASTERLY 40 FEET OF VACATED WATERVIEW STREET ABUTTING, PURSUANT TO ORDINANCE NO. 27508 RECORDED MARCH 14, 2008 UNDER RECORDING NUMBER 200803140470; SITUATE IN THE CITY OF TACOMA, COUNTY OF PIERCE, STATE OF WASHINGTON.

ORIGINAL PARCEL 'C'

LOT 3, BLOCK 4, WALLACE'S ADDITION TO TACOMA CITY, W.T., ACCORDING TO THE PLAT RECORDED IN VOLUME 1 OF PLATS AT PAGE 61, RECORDS OF PIERCE COUNTY, WASHINGTON;

TOGETHER WITH THE NORTHEASTERLY 40 FEET OF VACATED WATERVIEW STREET ABUTTING, PURSUANT TO ORDINANCE NO. 27508 RECORDED MARCH 14, 2008 UNDER RECORDING NUMBER 200803140470;

SITUATE IN THE CITY OF TACOMA, COUNTY OF PIERCE, STATE OF WASHINGTON

ORIGINAL PARCEL 'D'

LOT 2. BLOCK 4. WALLACE'S ADDITION TO TACOMA CITY, W.T., ACCORDING TO THE PLAT RECORDED IN VOLUME 1 OF PLATS AT PAGE 61, RECORDS OF PIERCE COUNTY, WASHINGTON;

TOGETHER WITH THE NORTHEASTERLY 40 FEET OF VACATED WATERVIEW STREET ABUTTING, PURSUANT TO ORDINANCE NO. 27508 RECORDED MARCH 14, 2008 UNDER RECORDING NUMBER 200803140470:

SITUATE IN THE CITY OF TACOMA, COUNTY OF PIERCE, STATE OF WASHINGTON.

ORIGINAL PARCEL 'E'

LOT 1. BLOCK 4. WALLACE'S ADDITION TO TACOMA CITY, W.T., ACCORDING TO THE PLAT RECORDED IN VOLUME 1 OF PLATS AT PAGE 61, RECORDS OF PIERCE COUNTY, WASHINGTON:

TOGETHER WITH THE NORTHEASTERLY 40 FEET OF VACATED WATERVIEW STREET ABUTTING, PURSUANT TO ORDINANCE NO. 27508 RECORDED MARCH 14, 2008 UNDER RECORDING NUMBER 200803140470:

TOGETHER WITH THE NORTHEASTERLY 80 FEET OF VACATED HILL STREET ABUTTING, PUSUANT TO ORDINANCE NO. 27984 RECORDED FEBRUARY 9, 2012 UNDER RECORDING NUMBER 201202090376;

SITUATE IN THE CITY OF TACOMA, COUNTY OF PIERCE, STATE OF WASHINGTON.

### ACKNOWLEDGMENT

I, THE UNDERSIGNED, ATTEST THAT I AM THE CONTRACT PURCHASER OR OWNER IN FEE SIMPLE OF THE LAND REPRESENTED ON THIS B.L.A., AND HAVE NO RIGHT. TITLE OR INTEREST OF ANY KIND IN ANY UNPLATTED LAND CONTIGUOUS TO ANY PART OF THE LAND INCLUDED IN THIS B.L.A. THIS B.L.A. IS MADE WITH OUR FREE CONSENT AND IN ACCORDANCE WITH OUR DESIRES.

BRYAN MEADE

STATE OF WASHINGTON COUNTY OF PIERCE

ON THIS DAY PERSONALLY APPEARED BEFORE ME

TO ME KNOWN TO BE THE INDIVIDUAL[S] DESCRIBED IN AND WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT

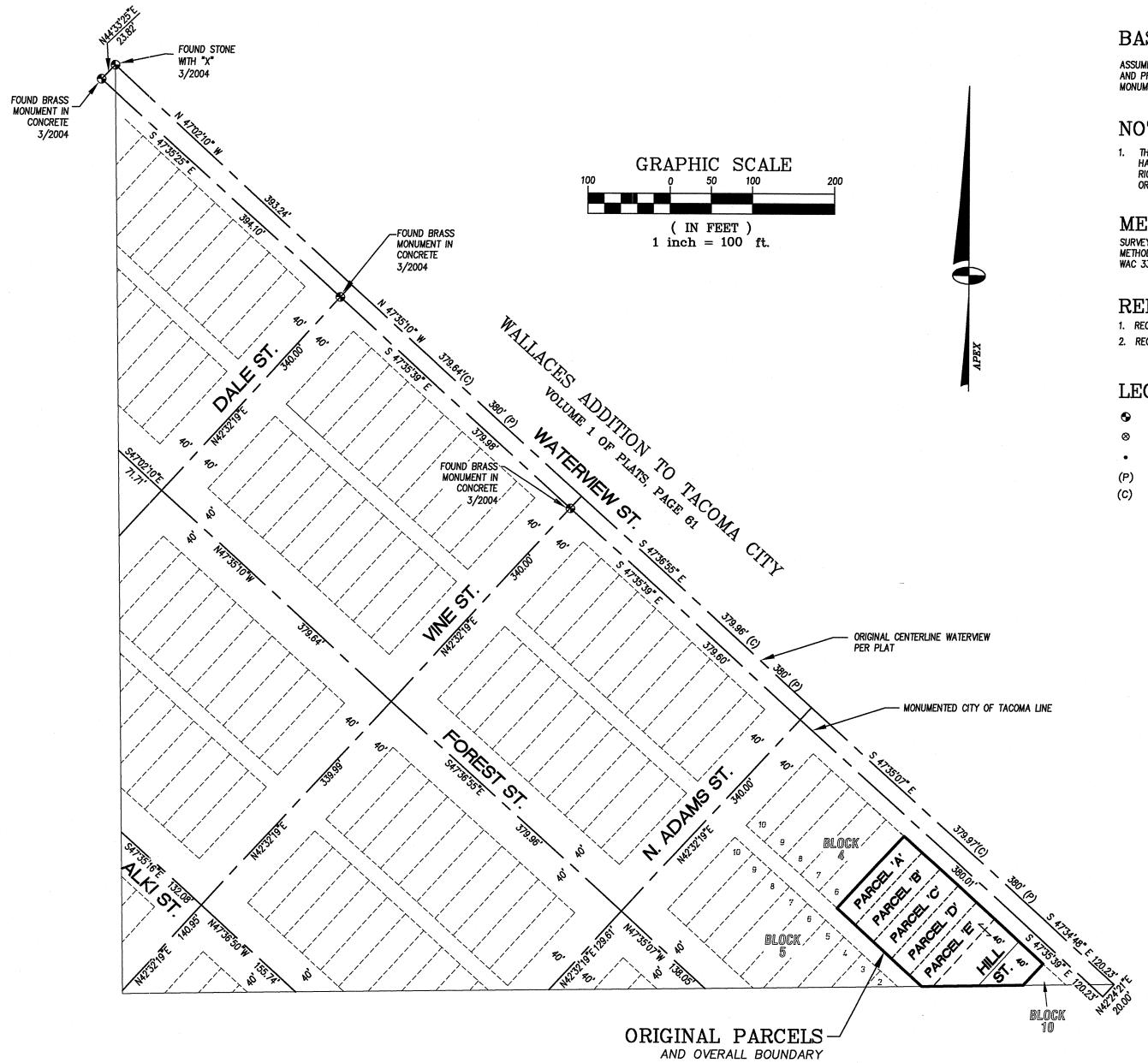
\_\_ SIGNED THE SAME AS\_\_\_\_ FREE AND VOLUNTARY ACT AND DID FOR THE USES AND PURPOSES THEREIN MENTIONED. GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS \_\_\_\_\_ DAY \_\_\_\_\_, 2013.

NOTARY PUBLIC, IN AND FOR THE STATE WASHINGTON

RESIDING AT

SHEET 1 OF 3

JOB NO. 32409



(IN BOLD).

SEE SHEET 3 OF 3, FOR DETAIL, REVISED PARCELS, AND BUILDING SET BACKS.

## BASIS OF BEARINGS

ASSUMED NORTH BETWEEN MONUMENTS FOUND AT THE INTERSECTION OF N 37TH ST. AND PROCTOR AND THE INTERSECTION OF N 38TH ST. AND PROCTOR, SAID MONUMENTATION IS NOT SHOWN HEREON, PER ROS AFN 200405145006.

## NOTES

THE RIGHT-OF-WAYS SHOWN, NOT DIRECTLY ABUTTING THE SUBJECT PARCELS, HAVE NOT BEEN SURVEYED, AND ARE SHOWN ONLY AS A GUIDE. THESE RIGHT-OF-WAYS HAVE NOT BEEN VERIFIED AS TO WIDTH, STATUS OF VACATIONS, OR OTHERWISE DETERMINED TO BE ACCURATE.

## METHODS AND EQUIPMENT

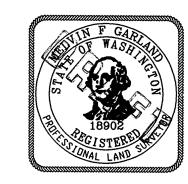
SURVEY PERFORMED WITH A 1" TOTAL STATION, USING TRAVERSE AND RADIAL SURVEY METHODS. SURVEY MEETS OR EXCEEDS ACCURACY REQUIREMENTS CONTAINED IN WAC 332.130.090.

## REFERENCES

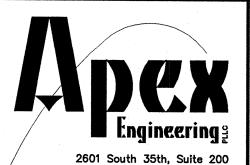
- 1. RECORD OF SURVEY AFN 200407305003
- 2. RECORD OF SURVEY AFN 200405145006

## LEGEND

- FOUND MONUMENT AS DESCRIBED
- CALCULATED MONUMENT
- SET 5/8" REBAR AND CAP L.S. #18902
- PLAT
- CALCULATED



JOB NO. 32409



SHEET 2 OF 3

2601 South 35th, Suite 200 Tacoma, Washington 98409-7479 (253) 473-4494 FAX: (253) 473-0599



Community & Economic Development Department Building and Land Use Services 747 Market Street, Room 345 Tacoma, WA 98402-3769 (253) 591-5577

## **Land Use Permit Application**

Before submitting this form, review the instruction sheet for the type of permit for which you are applying.

Ask staff at the address above for the appropriate instruction sheet.

Type of Permit					For Office Use Only		
<ul><li>☑ Boundary Line</li><li>☐ Binding Site P</li><li>☐ Plat</li><li>☐ Short Plat</li><li>☐ Reclassification</li></ul>	lan 🗆 :	Site Approval Special/Conditional Use Special Development Temporary Use		Waiver	File No Env. Chec Concurred Pre-app n Planner a	ncy neeting	yes / no yes / no yes / no
<b>Applicant</b>							
Name:	Apex Engineering PLLC., Attn: Geoffrey P. Sherwin Relationship to Property:					ertv:	
Mailing Address: 2601 South 35th Street Suite 200				☐ Owner			
City & Zip Code: Tacoma, WA, 98409				☐ Lessee			
Phone: (Work) 253-473-4494				☐ Contract Purchaser			
(Fax)					☑ Other: Agent		
E-mail Address: sherwin@apexengineering.net							
Property Desc	ription						
(or nearest intersec	3612 N. Waterview Street						
Assessor's Parcel Number(s): .		9320000050		25 Section	21 Township	02E Range	
Legal Description: (may be attached)		See attached	N. P.				3
Is there a wetland on the site?		yes / no If yes, please describe:					
Property Owne	(if different from	n applicant)					
Name:	Bryan Meade					***************************************	
Mailing Address:	6103 - 63rd St. Ct. NW			241323441242112431424			
City & Zip Code:	Gig Harbor, WA 98335				***************************************		
Phone: (Work) (253) 208-1205						******************************	
(Home) (253) 208-1205							
(Fax)							

Current Use of Property	
Please describe how the property is cu Currently one single family home on 5 lots of record <sup>-</sup> undeveloped.	urrently being used and what structures exist. The house is on block 4 lots 4 & 5; the remaining lots are
Proposal Pro	
for which you are applying. Please address the perm	description, review the requirements and criteria for the permit mit requirements and criteria in your description below, maps and attachments you provide.
To adjust the five existing lots and vacated right house will remain. Access will be directly from topography prevents access from the rear alle	Waterview Street, with City Engineer approval, as
Please review the instruction sheet to determine what attact Types of attachments that may be required are:  Site plans, floor plans and building elevations.  Landscape plans.	Building or site sections.  Question sheets or studies.
	a dassion should of studios.
best of my knowledge and belief, true and complete. I und	n and evidence herewith submitted are, in all respects and to the derstand that the filing fee accompanying this application is not a normal administrative expenses of processing the application.
Received, Public Works Department	 Date



14450 N.E. 29<sup>th</sup> Pl., #200 Bellevue, WA 98007 Phone: 425-646-8591

> 888-267-2303 Fax: 425-646-8593

# COMMITMENT FOR TITLE INSURANCE ISSUED BY TITLE RESOURCES GUARANTY COMPANY SCHEDULE A

1. Effective Date: November 19, 2013 at 8:00 a.m. Commitment No.: RM 40126220

2. Policy or Policies to be issued:

ALTA Homeowner's Policy 2-3-10 with 10% Escrow discount

**Proposed Insured: Bryan Meade** 

Amount: \$850,000.00

Premium: \$1,684.00 Agent Portion of \$1,515.60

Premium:

Tax: \$ 159.98 Underwriter \$168.40

Portion of

Premium

Total: \$1,843.98

ALTA Loan Policy 6-17-06- Simultaneous Issue

Proposed Insured: To Be Determined

Amount: \$ 0.00

Premium: \$ 0.00 Agent Portion of \$0.00

Premium:

Tax: \$ 0.00 Underwriter \$0.00

**Portion of** 

Premium: Total: \$ 0.00

3. Title to the fee simple estate or interest in the land described or referred to in this Commitment is at the Effective Date hereof vested in:

Maik Darley and Alison C. Darley, husband and wife

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

See Exhibit "A" attached hereto.

#### **EXHIBIT "A"**

LOTS 1, 2, 3, 4 AND 5 IN BLOCK 4 OF WALLACE'S ADDITION TO TACOMA CITY, W.T., AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 61, RECORDS OF PIERCE COUNTY AUDITOR;

**EXCEPT THE NORTHEASTERLY 40 FEET THEREOF CONVEYED TO THE CITY OF TACOMA** 

SITUATE IN THE CITY OF TACOMA, COUNTY OF PIERCE, STATE OF WASHINGTON.

#### COMMITMENT FOR TITLE INSURANCE ISSUED BY TITLE RESOURCES GUARANTY COMPANY

#### **SCHEDULE B - SECTION I**

**REQUIREMENTS:** The following requirements must be satisfied (unless otherwise noted, all documents required to be recorded must be recorded in the official real estate records of the county in which said property is located):

- 1. Payment of the necessary consideration for the estate or interest to be insured.
- 2. Pay all premiums, fees and charges for the policy.
- 3. Documents satisfactory to the Company creating the estate or interest to be insured, must be properly executed, delivered and duly filed of record.
- 4. Payment of all taxes and/or assessments levied against the Land which are due, payable or delinquent.
- 5. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may have additional requirements or exceptions.

#### **SCHEDULE B - SECTION II**

**EXCEPTIONS:** Schedule B of the Policy or Policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

- 1. See Schedule B Section II Standard Exceptions.
- 2. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or mortgage thereon covered by this Commitment.

#### **SPECIAL EXCEPTIONS:**

1. REAL ESTATE EXCISE TAX PURSUANT TO THE AUTHORITY OF RCW CHAPTER 82.45 AND SUBSEQUENT AMENDMENTS THERETO.

AS OF THE DATE HEREIN, THE TAX RATE FOR SAID PROPERTY IS 1.78%.

FOR ALL TRANSACTIONS RECORDED ON OR AFTER JULY 1, 2005:

- A FEE OF \$10.00 WILL BE CHARGED ON ALL EXEMPT TRANSACTIONS;
- A FEE OF \$5.00 WILL BE CHARGED ON ALL TAXABLE TRANSACTIONS IN ADDITION TO THE EXCISE TAX DUE;

#### **SCHEDULE B- SECTION II (CONTINUED)**

2. GENERAL PROPERTY TAXES AND SERVICE CHARGES, AS FOLLOWS, TOGETHER WITH INTEREST, PENALTY AND STATUTORY FORECLOSURE COSTS, IF ANY, AFTER DELINQUENCY: (1ST HALF DELINQUENT ON MAY 1; 2ND HALF DELINQUENT ON NOVEMBER 1)

TAX ACCOUNT NO.: 9320000050

YEAR BILLED PAID BALANCE 2013 \$6,695.90 \$6,695.90 \$0.00

TOTAL AMOUNT DUE, NOT INCLUDING INTEREST AND PENALTY: \$0.00.

THE CURRENT LEVY CODE IS 005.

- 3. LOCAL IMPROVEMENT ASSESSMENTS, IF ANY, LEVIED BY TACOMA; A REPORT OF WHICH WILL FOLLOW.
- 4. DEED OF TRUST AND THE TERMS AND CONDITIONS THEREOF:

GRANTOR: MAIK DARLEY AND ALISON C. DARLEY, HUSBAND AND WIFE

TRUSTEE: PRLAP, INC.

BENEFICIARY: BANK OF AMERICA, N.A.

ORIGINAL AMOUNT: \$100,000.00

DATED: DECEMBER 16, 2009
RECORDED: DECEMBER 28, 2009
RECORDING NO.: 200912280834

5. MATTERS SET FORTH BY SURVEY:

RECORDED: JULY 30, 2004
RECORDING NO.: 200407305003

6. COVENANT REGARDING ACCESS AND THE TERMS AND CONDITIONS THEREOF:

RECORDED: JANUARY 8, 2007 RECORDING NO.: 200701081190

7. ORDINANCE NO. 27508 AND THE TERMS AND CONDITIONS THEREOF:

RECORDED: MARCH 14, 2008 RECORDING NO.: 200803140470

8. SUBSTITUTE ORDINANCE NO. 27984 AND THE TERMS AND CONDITIONS THEREOF:

RECORDED: FEBRUARY 09, 2012 RECORDING NO.: 201202090376

9. PROTECTIVE COVENANTS AND EASEMENTS AND THE TERMS AND CONDITIONS THEREOF:

RECORDED: AUGUST 27, 2012 RECORDING NO.: 201208270106

10. ACCORDING TO THE APPLICATION FOR TITLE INSURANCE, THE PROPOSED INSURED IS BRYAN MEADE, WHO WILL ACQUIRE TITLE PRESUMPTIVELY SUBJECT TO THE COMMUNITY INTEREST OF HIS OR HER SPOUSE, IF MARRIED. WE FIND NO PERTINENT MATTERS OF RECORD AGAINST THE NAME OF SAID PARTY; HOWEVER, THE COMPANY HAS BEEN UNABLE TO SEARCH FOR AND DOES NOT INSURE AGAINST MATTERS, IF ANY, RELATING TO THE SPOUSE, WHICH MATTERS MAY ENCUMBER THE TITLE TO THE PROPERTY TO BE ACQUIRED.

#### SCHEDULE B- SECTION II (CONTINUED)

NOTE 1: IN THE PAST 24 MONTHS, THERE HAVE BEEN NO CONVEYANCES OF RECORD FOR THE PROPERTY DESCRIBED IN SCHEDULE A HEREIN. TITLE WAS ACQUIRED BY DEED RECORDED ON DECEMBER 29, 2005, UNDER RECORDING NO. 200512290765.

NOTE 2: THE COMPANY HAS BEEN ASKED TO ISSUE A LENDER'S POLICY WITHOUT DISCLOSURE OF THE LIABILITY AMOUNT. THIS COMMITMENT SHALL BE EFFECTIVE ONLY WHEN THE AMOUNT OF THE POLICY COMMITTED FOR HAS BEEN INSERTED IN SCHEDULE A HEREOF.

THE COMPANY MAY HAVE FURTHER REQUIREMENTS IF THE UNDISCLOSED AMOUNT TO BE INSURED EXCEEDS THE CURRENT ASSESSED VALUATION.

NOTE 3: BASED ON INFORMATION PROVIDED TO THE COMPANY, ON THE DATE OF THIS COMMITMENT IT APPEARS THAT THERE IS LOCATED ON THE LAND:

#### **SINGLE FAMILY RESIDENCE**

KNOWN AS:

3612 N WATERVIEW STREET TACOMA, WA 98407

MAP

NOTE 4: THE MATTERS RELATING TO THE QUESTIONS OF SURVEY, RIGHTS OF PARTIES IN POSSESSION, AND UNRECORDED LIENS FOR LABOR AND MATERIAL HAVE BEEN CLEARED FOR THE LOAN POLICY WHICH, WHEN ISSUED, WILL CONTAIN THE ALTA 9-06 OR WLTA 100 ENDORSEMENT, AS APPROPRIATE FOR THE POLICY FORM.

THE LOAN POLICY OFFERS ADDITIONAL COVERAGE WHICH WILL NOT BE PROVIDED IN THE OWNER'S POLICY TO BE ISSUED, EXCEPT AS SPECIFIED IN THE WLTA HOMEOWNER'S ADDITIONAL PROTECTION ENDORSEMENT (1/12/95), IF APPLICABLE.

NOTE 5: THE COUNTY TAX ROLLS DISCLOSE THE CURRENT ASSESSED VALUATIONS AS FOLLOWS:

LAND: \$156,100.00
IMPROVEMENTS: \$225,900.00
MOBILE HOME (IF ANY) \$0.00
TOTAL: \$382,000.00

NOTE 6: IF YOU WOULD LIKE THE COMPANY TO ACT AS TRUSTEE IN THE PROPOSED DEED OF TRUST, PLEASE NOTE THAT CW TITLE MAY ACT AS TRUSTEE OF A DEED OF TRUST UNDER RCW 61.24.010(1).

NOTE 7: THE COMPANY REQUIRES THE PROPOSED INSURED TO VERIFY THAT THE LAND COVERED BY THIS COMMITMENT IS THE LAND INTENDED TO BE CONVEYED IN THIS TRANSACTION. THE DESCRIPTION OF THE LAND MAY BE INCORRECT, IF THE APPLICATION FOR TITLE INSURANCE CONTAINED INCOMPLETE OR INACCURATE INFORMATION. NOTIFY THE COMPANY WELL BEFORE CLOSING IF CHANGES ARE NECESSARY. CLOSING INSTRUCTIONS MUST INDICATE THAT THE LEGAL DESCRIPTION HAS BEEN REVIEWED AND APPROVED BY ALL PARTIES.

NOTE 8: THE FOLLOWING MAY BE USED AS AN ABBREVIATED LEGAL DESCRIPTION ON THE DOCUMENTS TO BE RECORDED, PER AMENDED RCW 65.04. SAID ABBREVIATED LEGAL DESCRIPTION IS NOT A SUBSTITUTE FOR A COMPLETE LEGAL DESCRIPTION WITHIN THE BODY OF THE DOCUMENT.

#### SCHEDULE B- SECTION II (CONTINUED)

#### LOTS 1, 2, 3, 4 AND 5 IN BLOCK 4 OF WALLACE'S ADDN TO TACOMA CITY, W.T

NOTE 9: IN THE EVENT THAT THE COMMITMENT JACKET IS NOT ATTACHED HERETO, ALL OF THE TERMS, CONDITIONS AND PROVISIONS CONTAINED IN SAID JACKET ARE INCORPORATED HEREIN. THE COMMITMENT JACKET IS AVAILABLE FOR INSPECTION AT ANY COMPANY OFFICE.

NOTE 10: THE POLICY(S) OF INSURANCE MAY CONTAIN A CLAUSE PERMITTING ARBITRATION OF CLAIMS AT THE REQUEST OF EITHER THE INSURED OR THE COMPANY. UPON REQUEST, THE COMPANY WILL PROVIDE A COPY OF THIS CLAUSE AND THE ACCOMPANYING ARBITRATION RULES PRIOR TO THE CLOSING OF THE TRANSACTION.

NOTE 11: PURSUANT TO MODIFIED PROVISIONS OF CHAPTER B65 OF THE FHLMC SINGLE FAMILY SELLER/SERVICER GUIDE AND THE FNMA SERVICING GUIDE, SHORT SALE LETTERS FROM FHLMC AND FNMA MAY PROHIBIT SUBSEQUENT RESALE FOR UP TO 90 DAYS.

PLEASE NOTIFY THE COMPANY IMMEDIATELY IF YOU RECEIVE A SHORT SALE APPROVAL LETTER PROHIBITING SUBSEQUENT RESALE FOR UP TO 90 DAYS.

NOTE 12: WHEN SENDING DOCUMENTS FOR RECORDING, VIA U.S. MAIL OR SPECIAL COURIER SERVICE, PLEASE SEND TO THE FOLLOWING ADDRESS, UNLESS SPECIFIC ARRANGEMENTS HAVE BEEN MADE WITH YOUR TITLE UNIT:

CW TITLE 3318 BRIDGEPORT WAY WEST, STE D-4 UNIVERSITY PLACE, WA 98466 ATTN: RECORDING DEPT.

#### (END OF SPECIAL EXCEPTIONS)

Investigation should be made to determine if there are any sewer treatment capacity charges or if there are any service, installation, maintenance, or construction charges for sewer, water or electricity.

In the event this transaction fails to close, a cancellation fee will be charged for services rendered in accordance with our rate schedule.

Unless otherwise requested or specified herein, the forms of policy to be issued in connection with this Commitment will be the ALTA Homeowner's Policy of Title Insurance (2-03-10), and/or the ALTA Loan Policy (6-17-06).

If the policy to be issued is the ALTA Homeowner's Policy of Title Insurance (2-03-10), certain Covered Risks will be subject to maximum dollar limits of liability and deductible amounts.

The Policy committed for or requested may be examined by inquiry at the office that issued the Commitment. A specimen copy of the Policy form(s) referred to in this Commitment will be furnished promptly upon request.

SPP

Enclosures:
Sketch
Vesting Deed
Paragraphs All recorded encumbrances



# COMMITMENT FOR TITLE INSURANCE Issued by Title Resources Guaranty Company

Title Resources Guaranty Company a Texas corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Title Resources Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Title Resources Guaranty Company

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#### CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.

- 2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
- 3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
- 4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
- 5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <a href="http://www.alta.org/">http://www.alta.org/</a>>.

#### **SCHEDULE B- SECTION II (CONTINUED)**

#### STANDARD EXCEPTIONS

The matters listed below each policy form are expressly excepted from the coverage of that policy and that policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason thereof.

## SCHEDULE B STANDARD EXCEPTIONS THAT WILL APPEAR IN ALTA OWNER'S and LOAN POLICY – STANDARD COVERAGE

- Taxes or assessments which are not now payable or 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; proceedings by a public
  agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the
  records of such agency or by the public records.
- Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession, or claiming to be in possession, thereof.
- 3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
- 4. 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, and that is not shown by the Public Records.
- 5. Any lien, or right to a lien, for labor, material, services or equipment, or for contributions to employee benefit plans, or liens under Worker's Compensation Acts, not disclosed by the public records.
- 6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.
- 7. Right of use, control or regulation by the United States of America in the exercise of powers over navigation; any prohibition or limitation on the use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water.
- 8. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal, or other utilities unless disclosed as an existing lien by the public records.

## SCHEDULE B STANDARD EXCEPTIONS THAT WILL APPEAR IN ALTA OWNER'S POLICY – EXTENDED COVERAGE

- Taxes or assessments which are not now payable or 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; proceedings by a public
  agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the
  records of such agency or by the public records.
- 2. Underground easements, servitudes or installations which are not disclosed by the public records.
- 3. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.
- 4. Right of use, control or regulation by the United States of America in the exercise of powers over navigation; any prohibition or limitation on the use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water.
- 5. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal, or other utilities unless disclosed as an existing lien by the public records.

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The following are the Exclusions From Coverage contained in the form of the policy or policies as described in Schedule A of the Commitment.

#### **AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06)**

#### **EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
  - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
- 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
- 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
- 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

#### **AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (06-17-06)**

#### **EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- 1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
    - or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
  - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

## AMERICAN LAND TITLE ASSOCIATION HOMEOWNER'S POLICY OF TITLE INSURANCE FOR A ONE-TO-FOUR FAMILY RESIDENCE (2-03-10)

#### **EXCLUSIONS FROM COVERAGE**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

- 1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - a. building;
  - b. zoning;
  - c. land use;
  - d. improvements on the Land;
  - e. land division; and
  - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

- 2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
- 3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
- 4 Risks
  - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
  - that result in no loss to You; or
  - d. that first occur after the Policy Date this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
- 5. Failure to pay value for Your Title.
- 6. Lack of a right:
  - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.



#### **Title Resources Guaranty Company**

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#### **CW Title**

## Privacy Policy Notice PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GBLA, we are providing you with this document, which notifies you of the privacy policies and practices of CW Title and Title Resources Guaranty Company.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transaction we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Fidelity National Title



12-29-2005 03:40pm \$34.00 PIERCE COUNTY. WASHINGTON

After Recording Return to: MAIK DARLEY 1501 N. FIR STREET TACOMA WA 98406

Filed for Record at Request of:

FIDELITY NATIONAL TITLE INSURANCE COMPANY 2700 BRIDGEPORT WAY W STE F UNIVERSITY PLACE, WA 98466

Escrow No.: 7059998-SDN

Abbreviated Legal:

LOTS 1,2,3,4,&5, Block 4, WALLACE'S ADDITION

Assessor's Tax Parcel No.: 9320000050

#### STATUTORY WARRANTY DEED

THE GRANTOR CHIN SUP KIM, AS HIS SEPARATE ESTATE for and in consideration of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION in hand paid, conveys and warrants to MAIK DARLEY and Aligory C. DARLEY, husband and wife

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

PLEASE SEE ATTACHED LEGAL EXHIBIT "A"

PLEASE SEE ATTACHED EXHIBIT "B" SUBJECT TO

Dated: December 28, 2005

CHIN SUP KIM

STATE OF WASHINGTON COUNTY OF PIERCE

I certify that I know or have satisfactory evidence that CHIN SUP KIM the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes therein mentioned in this instrument.

Dated:

Notary Public in and for the State of Washington Residing at To Company

Residing at Tacoma My appointment expires:

8 9-117

(3)

OF WARTHING

29d 2 BLTTh

12-29-2005 03:31pm RCAROVA PRO.FEE:\$0.00 EXCISE COLLECTED:\$11,570.00 PRO.FEE:\$0.00 PAT MCCARTHY, AUDITOR STATE FEE:\$5.00 PIERCE COUNTY, WA

34

#### **EXHIBIT A**

#### **LEGAL Description:**

Lots 1, 2, 3, 4 and 5, Block 4, WALLACE'S ADDITION TO TACOMA CITY, W.T., according to the plat thereof, recorded in Volume 1 of Plats, Page 61, in Pierce County, Washington.

Except the Northeasterly 40 feet thereof conveyed to the City of Tacoma.

Situate in the City of Tacoma, County of Pierce, State of Washington.

ABBREVIATED LEGAL:

Lots 1, 2, 3, 4 & 5, Block 4, WALLACE'S ADDITION

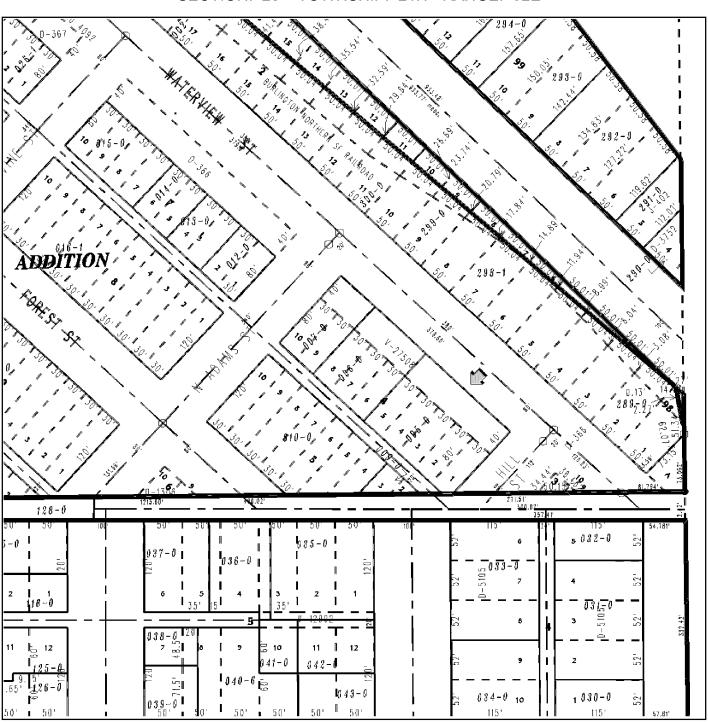
#### **EXHIBIT A**

#### SUBJECT TO:

A record of survey and matters relating thereto: Recorded: July 30, 2004 Recording No.: 200407305003

THIS SKETCH IS PROVIDED, WITHOUT CHARGE, FOR YOUR INFORMATION. IT IS NOT INTENDED TO SHOW ALL MATTERS RELATED TO THE PROPERTY INCLUDING, BUT NOT LIMITED TO, AREA, DIMENSIONS, EASEMENTS, ENCROACHMENTS OR LOCATIONS OF BOUNDARIES. IT IS NOT A PART OF, NOR DOES IT MODIFY, THE COMMITMENT OR POLICY TO WHICH IT IS ATTACHED. THE COMPANY ASSUMES NO LIABILITY FOR ANY MATTER RELATED TO THIS SKETCH, UNLESS SUCH COVERAGE IS SPECIFICALLY PROVIDED BY THE COVERED RISKS OF THE POLICY. REFERENCE SHOULD BE MADE TO AN ACCURATE SURVEY FOR FURTHER INFORMATION.

SECTION: 25 TOWNSHIP: 21N RANGE: 02E



Company Engineering Design Project Prototype (Imperial Units)

Project: 32388 Thu November 21 12:43:02 2013

Parcel Map Check

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Parcel name: REV PARCEL A 20131121

North: 5884.2699 East: 5820.0599
Line Course: S 47-35-07 E Length: 67.00
North: 5839.0790 East: 5869.5248
Line Course: S 42-32-19 W Length: 120.00
North: 5750.6603 East: 5788.3944
Line Course: N 47-35-07 W Length: 67.00
North: 5795.8513 East: 5738.9295
Line Course: N 42-32-19 E Length: 120.00
North: 5884.2699 East: 5820.0599

Perimeter: 374.00 Area: 8,040 Sq Ft 0.18 Ac.

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0000 Course: S 90-00-00 E

Error North: 0.00000 East: 0.00000

Precision 1: 374,000,000.00

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Parcel name: REV PARCEL B 20131121

North: 5839.0790 East: 5869.5250
Line Course: S 47-35-07 E Length: 50.00
North: 5805.3543 East: 5906.4391
Line Course: S 42-32-19 W Length: 120.00
North: 5716.9357 East: 5825.3087
Line Course: N 47-35-07 W Length: 50.00
North: 5750.6603 East: 5788.3946
Line Course: N 42-32-19 E Length: 120.00
North: 5839.0790 East: 5869.5250

Perimeter: 340.00 Area: 6,000 Sq Ft 0.14 Ac.

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0000 Course: S 90-00-00 E

Error North: 0.00000 East: 0.00000

Precision 1: 340,000,000.00

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Parcel name: REV PARCEL C 20131121

North: 5805.3543 East: 5906.4393 Line Course: S 47-35-07 E Length: 45.00 North: 5775.0022 East: 5939.6619 Line Course: S 42-32-19 W Length: 99.16 North: 5701.9389 East: 5872.6212 Line Course: S 89-16-49 W Length: 30.48 North: 5701.5561 East: 5842.1436 Line Course: N 47-35-07 W Length: 22.80 North: 5716.9345 East: 5825.3107 Line Course: N 42-32-19 E Length: 120.00 North: 5805.3531 East: 5906.4412

Perimeter: 317.44 Area: 5,169 Sq Ft 0.12 Ac.

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0023 Course: S 57-29-37 E

Error North: -0.00122 East: 0.00192

Precision 1: 138,017.39

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Parcel name: REV PARCEL D 20131121

North: 5775.0023 East: 5939.6620
Line Course: S 47-35-07 E Length: 67.99
North: 5729.1435 East: 5989.8578
Line Course: S 42-32-19 W Length: 35.33
North: 5703.1116 East: 5965.9716
Line Course: S 89-16-49 W Length: 93.35
North: 5701.9390 East: 5872.6290
Line Course: N 42-32-19 E Length: 99.16
North: 5775.0023 East: 5939.6698

Perimeter: 295.83 Area: 4,572 Sq Ft 0.10 Ac.

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0078 Course: N 89-44-18 E

Error North: 0.00004 East: 0.00779

Precision 1: 37,926.92

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Parcel name: REV PARCEL A-D 20131121

North: 5884.2699 East: 5820.0599
Line Course: S 47-35-07 E Length: 229.99
North: 5729.1435 East: 5989.8574
Line Course: S 42-32-19 W Length: 35.33
North: 5703.1116 East: 5965.9712
Line Course: S 89-16-49 W Length: 123.83

North: 5701.5561 East: 5842.1510 Line Course: N 47-35-07 W Length: 139.80 North: 5795.8501 East: 5738.9392 Line Course: N 42-32-19 E Length: 120.00 North: 5884.2687 East: 5820.0696

Perimeter: 648.95 Area: 23,780 Sq Ft 0.55 Ac.

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0098 Course: S 83-01-56 E

Error North: -0.00119 East: 0.00971

Precision 1: 66,219.39

#### PROPERTY OWNER'S AUTHORIZATION

We, Maik and Alison Darley, are the property owners' of 3612 N. Waterview (legal attched), and that we authorize the submittal of a boundary line adjustment on the subject property to the City of Tacoma for preliminary approval.

Any and all costs for the BLA to be born by Bryan Meade, his companies, and/or assignees.

Maik Darley

Alison Darley

Alison Darley

Alison Darley

Notary

Public

(Notary See 1)

Of Washington

Subscribed and Sworn to me this 4/9/13 9 h

Notary Public in and for the State of WA M