SIGN-UP TO SPEAK FOR SPECIFIC ACTION ITEMS ON THE AGENDA: If you have signed-up prior to the Council meeting to speak with respect to a particular ordinance or resolution action item appearing on the agenda, you will be recognized to address the Council for up to one minute before the Council takes action on that item. Those wishing to address items on the “Consent Agenda” should do so during the “Citizen Comments” portion of the Agenda. If the Council chooses to discuss the item further after taking comments, they may restrict additional public comment before taking action. Please look for the sign-up sheets near the Council Chamber doorway. (See Item II B. for Citizen Comments on other items of City business.)

I. CALL TO ORDER – Mayor Neil Johnson

A. Flag Salute:

B. Roll Call: [A1.3]

Councilmembers: Deputy Mayor Dan Swatman, Councilmember David Bowen, Councilmember Phil DeLeo, Councilmember Mark Hamilton, Councilmember Dave King, Councilmember Cheryle Noble and Councilmember Jim Rackley.

[Staff expected to be in attendance: City Administrator Don Morrison, Public Works Director Dan Grigsby, Police Chief Mike Mitchell, Planning & Community Development Director John Vodopich, Administrative Services Director/City Clerk Harwood Edvalson, Community Services Director Gary Leaf, Interim Financial Officer David Papandrew and City Attorney Jim Dionne.]

C. Announcements, Appointments and Presentations: [A3.6.9]

1. Announcements:
2. Appointments:
3. Presentations:

D. Agenda Modifications:

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

A. Public Hearings:


B. Citizen Comments: [A1.5]

You may address the City Council on matters of City business for up to 5 minutes. Those commenting about ordinances or resolutions on the “Consent Agenda” should limit their comments to one minute per item. When recognized by the Mayor, please state your name and
address for the official record. Designated representatives speaking on behalf of a group may take up to 10 minutes on matters of general City business.

C. Correspondence:

III. COUNCIL COMMITTEE REPORTS: [A3.6.4]

A. Finance Committee
B. Community Development Committee
C. Public Safety Committee
D. Other Reports

IV. CONSENT AGENDA: [A3.6]
The items listed below may be acted upon by a single motion and second of the City Council. By simple request to the Chair, any Councilmember may remove items from the Consent Agenda for separate consideration after the adoption of the remainder of the Consent Agenda items.

A. Approval of Corrected Minutes: October 2, 2007 Council Workshop and October 9, 2007 Regular Council Meeting. [A3.6.2]

B. Checks/Vouchers: Accounts Payable checks/vouchers #48940 thru #49082 in the amount of $846,277.02. Accounts Payable checks/voucher #49083 in the amount of $500.00 for Accounts Receivable deposit refunds. Accounts Payable checks/voucher #49084 in the amount of $421.03 for utility refunds. [F4.9]

C. Payroll: Payroll for October 1-15, 2007 for checks 26592-26625, including Deposits and Electronic Transfers for $232,951.54. (AFSCME and Non-represented) Payroll for October 1-15, 2007 for checks 26586-26591, including Deposits and Electronic Transfers for $93,383.56. (Police Department) [F4.9]


E. AB07-219 – A Motion Of The Bonney Lake City Council Canceling The Regular Workshop Of November 6, 2007. [A 3.6.10] [A 1.1.2]

V. FINANCE COMMITTEE ISSUES: None.

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES: None.

D. AB07-216 – Resolution 1756 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Ratifying An Escrow Agreement To Acquire The Property At 19003 And 19005 107th Street East, And Authorizing The Mayor To Sign Lease Agreements With Tenants. [A 3.13.3.3]
E. **AB07-217 - Resolution 1757** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Ratifying An Escrow Agreement To Acquire The Property At 19120 - 107th Street East. [A 3.13.3.3]

VII. **PUBLIC SAFETY COMMITTEE ISSUES**: None.

VIII. **FULL COUNCIL ISSUES**: None.

IX. **EXECUTIVE SESSION**: Pursuant to RCW 42.30.110, the City Council will hold an executive session to discuss property acquisition. The duration and additional topic(s) will be announced prior to any executive session.

X. **ADJOURNMENT**

For citizens with disabilities requesting translators or adaptive equipment for communication purposes, the City requests notification as soon as possible of the type of service or equipment needed.

**THE COUNCIL MAY ADD AND TAKE ACTION ON OTHER ITEMS NOT LISTED ON THIS AGENDA**
City of Bonney Lake, Washington
Council Agenda Bill (C.A.B.) Approval Form

<table>
<thead>
<tr>
<th>Department/Staff Contact:</th>
<th>Council/Wrkshp Mtg Date:</th>
<th>Agenda Bill Number:</th>
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<tbody>
<tr>
<td>PW Director Grigsby</td>
<td>23 October, 2007</td>
<td>AB07-216</td>
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<tr>
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<th>Resolution Number:</th>
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<td>1756</td>
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**BUDGET INFORMATION**

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<tr>
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<th>Required Expenditure</th>
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<th>Remaining Balance</th>
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<tr>
<td>$1,200,000</td>
<td>$376,591</td>
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<td>$497,849</td>
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**Explanation:** 301.012.595.30.065

**Agenda Subject:** Purchase Duplex Property on 107th Street for 192nd Ave. Corridor Project

**Administrative Recommendation:** Authorize the Mayor to complete purchase of this ROW.

**Background Summary:** This is the first property purchase to begin acquiring Right-of-Way (ROW) for the 192nd Ave. Corridor project. It is a duplex located at 19003 and 19005 – 107th Street on parcel number 0519048045. This 27,199 s.f. parcel is the only parcel to be purchased in total, with a house, for this project.

Funding for this purchase is being obtained from a Public Works Trust Fund loan.

Universal Field Services, Inc., negotiated and prepared the necessary documents. Subsequently, Dionne and Rorick reviewed and signed these documents.

After purchase of this duplex, the City shall continue to rent these two units to the MAGLI and HAWLEY families until funding is available to begin construction on this phase of the project.

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<tr>
<th>Council Committee Dates:</th>
<th>Commission Dates:</th>
<th>Board/Hearing Examiner Dates:</th>
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<td>Finance Committee:</td>
<td>Planning Commission:</td>
<td>Park Board:</td>
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<td>Public Safety Committee:</td>
<td>Civil Service Commission:</td>
<td>Hearing Examiner:</td>
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<td>Community Development &amp; Planning Committee: 15 Oct 07</td>
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<td>Council Workshops:</td>
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**Council Action:**

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<td>Committee:</td>
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<th>Council Meeting Dates:</th>
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<td>23 Oct 2007</td>
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**Signatures:**

City Attorney Reviewed: [Signature]

Date City Attorney Reviewed: [Date]
COMMUNITY DEVELOPMENT COMMITTEE

DATE:  October 15, 2007

ORIGINATOR:  Dan Grigsby    TITLE:  Public Works Director

SUBJECT:  Purchase Duplex Property on 107th Street for 192nd Ave. Corridor Project
This is the first property purchase to begin acquiring Right-of-Way for the 192nd Ave. Corridor project. It is a duplex located at 19003 and 19005 – 107th Street.

Funding for this purchase is being obtained from a Public Works Trust Fund loan.

Universal Field Services, Inc., negotiated and prepared the necessary documents. Subsequently, Dionne and Rorick reviewed and signed these documents.

After purchase of this duplex, the City shall continue to rent these two units to the MAGLI and HAWLEY families.

ORDINANCE/RESOLUTION  Res. # 07-216 /1756

REQUEST OR RECOMMENDATION BY ORIGINATOR:

ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE
FINANCE DIRECTOR  ____________
CITY ATTORNEY  ____________

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<tr>
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Explanation:  301.012.595.30.065

________________________________________________________________________

COMMITTEE ACTION:  RECOMMEND APPROVAL TO COUNCIL

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<tr>
<th>DATE</th>
<th>APPROVED</th>
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James Rackley, Chairman  10-15-07  Jon Rackley
Mark Hamilton  10-15-07  [Signature]
David Bowen  10-15-07  David Bowen

COMMITTEE COMMENTS:  Move forward to 23 OCT 07 City Council.
Do not place in consent agreement.

COMMITTEE'S RECOMMENDATION TO FORWARD TO:
CITY CLERK
CITY ATTORNEY
RESOLUTION NO. 1756

A RESOLUTION OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, RATIFYING AN ESCROW AGREEMENT TO ACQUIRE THE PROPERTY AT 19003 AND 19005 107TH STREET EAST, AND AUTHORIZING THE MAYOR TO SIGN LEASE AGREEMENTS WITH TENANTS.

WHEREAS, the City Council authorized the Mayor to negotiate the purchase of Right-of-Way (ROW) for the 192nd Avenue Corridor with Resolution 1704 passed on 12 June 2007; and

WHEREAS, Universal Services has acted as the City's agent in negotiating a fair market value to purchase this property, as authorized by Resolution 1700 passed on 12 June 2007;

WHEREAS, said property (duplex and 27,199 s.f./0.62 acres) is one of the parcels (Parcel Number 0519048045) identified in the ROW acquisition plan for the 192nd Ave. Corridor; and

WHEREAS the parties signed an Escrow Agreement, subject to final approval by the City Council; and

WHEREAS, the City is satisfied with the negotiated purchase agreement ($370,000), and desires to finalize the transaction;

NOW THEREFORE, the City Council of the City of Bonney Lake, Washington, hereby resolves as follows:

(1) The City Council ratifies the Escrow Agreement between the City of Bonney Lake and The One, L.L.C., for the property located on parcel 0519048045 at 19003 and 19005 107th Street East, Bonney Lake, and hereby authorizes and directs the mayor to complete the purchase; and

(2) Further, the City Council authorizes the mayor to enter into lease agreements with the two existing tenants, Devin Magli at 19003 - 107th Street and Shani Hawley at 19005-107th Street, Bonney Lake.

PASSED BY THE CITY COUNCIL this 23rd day of October, 2007.

______________________________
Neil Johnson, Jr., Mayor

ATTEST: APPROVED AS TO FORM:

______________________________
Harwood T. Edvalson, City Clerk

______________________________
James J. Dionne, City Attorney
ESCROW AGREEMENT

TO:

Attn: Andrea Viray, 253-383-0131
Ticor Title Com
1120 Pacific Avenue
Tacoma, WA 98402

OUR REFERENCE: (Project Title)
192nd Corridor Improvements
Project Parcel No. 051904-8-045,

YOUR REFERENCE: 3103443-2

DATE: 11/17/07

The City of Bonney Lake, and the undersigned, mutually agree and direct you to close this escrow in accordance with the following instructions:

1. The undersigned grantors hereby authorizes the issuance of a City warrant payable solely to the above-named Escrow Agent, for our benefit.

2. Receive the Statutory Warranty Deed handed herewith from me/us as grantor(s) to the City of Bonney Lake as grantee, conveying the lands described in your above-referenced Preliminary Commitment.

3. Receive the sum of $370,000.00 in the form of a City warrant that you are instructed to distribute as follows:

   Pay and eliminate of record all encumbrances on said premises shown in your Preliminary Commitment dated December 21, 2006 together with any other encumbrances appearing of record against said premises, on statement of holder or holder's representative prior to closing, except those noted in paragraphs 3, 4., 5, 6,7,8, 9.(must be filled in by agent).

4. Note: All escrow, excise tax and recording fees shall be paid by the City of Bonney Lake.

5. City of Bonney Lake, at its discretion, reserves the right to withdraw the funds for this transaction from escrow and close this transaction independently or deposit said funds with the Clerk of the Court if deemed necessary.

6. When ready to vest title in the City of Bonney Lake, record instrument shown in instruction 2 above (no recording fee or 1% excise tax is to be charged) and prepare CLOSING DETAIL STATEMENT as explained on the reverse hereof.

7. Remit the balance of your check to: _ The One, L.L.C., 2520 96th Street East, Tacoma, WA 98445 with your CLOSING DETAIL STATEMENT.

8. Issue standard form Owner's policy of title insurance in the sum of $370,000.00 insuring the City of Bonney Lake as owner of the estate conveyed.

9. Upon closing, mail recorded instruments, title policy, and copy of CLOSING DETAIL STATEMENT to The City of Bonney Lake, Engineering Dept, P.O. Box 7380, 19306 Bonney Lake Blvd., Bonney Lake, WA 98391.

Universal Field Services:

By: Shirley Lushen
Right-of-Way Agent

Deborah A. McIlravy

Z:\Shared Data\Office Projects\City of Bonney Lake\192nd Corridor\Doc LLC245_Escrow Agreement.doc
3/28/05
City of Bonney Lake

By: ______________________
Printed Name: _________________
Its: _________________________

By: ______________________
Printed Name: _________________
Its: _________________________
LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made effective and entered into this first day of September, 2007, by and between the City of Bonney Lake (hereinafter referred to as "Landlord") and Devin Magli (hereinafter referred to as "Tenant").

WHEREAS, Landlord is the fee owner of certain real property being, lying and situated in Pierce County, Washington, such real property having a street address of 19003 - 107th St. Bonney Lake, Washington (hereinafter referred to as the "Premises").

WHEREAS, prior to the Landlord purchasing the Property, Tenant had been leasing the Unit from the previous owner, and Landlord agrees to continue leasing the Premises to Tenant upon the terms and conditions as contained herein; and

WHEREAS, Tenant desires to lease the Premises from Landlord on the terms and conditions as contained herein.

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. TERM. Landlord leases to Tenant and Tenant leases from Landlord the above described Premises together with any and all appurtenances thereto, for a term of twelve (12) months, such term beginning on _________________, 2007, and ending at 11:59 p.m. on _________________, 2008. Thereafter, the term shall be month-to-month unless new lease terms are agreed to.

2. RENT. The rent shall be EIGHT HUNDRED DOLLARS TWENTY-FIVE ($825) per month, due and payable to the City Cashier on or before the first day of each month of the term. All such payments shall be made payable to the City of Bonney Lake at the Bonney Lake City Hall on or before the due date and without demand.

3. DAMAGE DEPOSIT. Upon the due execution of this Agreement, Tenant shall deposit with Landlord the sum of SEVEN HUNDRED FIFTY DOLLARS ($750) receipt of which is hereby acknowledged by Landlord, as security for any damage caused to the Premises during the term hereof. Such deposit shall be returned to Tenant, without interest, and less any set off for damages to the Premises upon the termination of this Agreement.

4. USE OF PREMISES. The Premises shall be used and occupied by Tenant and Tenant's immediate family, exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any
and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.

5. **CONDITION OF PREMISES.** Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition.

6. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord.

7. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.

9. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

10. **UTILITIES.** Landlord shall be responsible for arranging and paying for all water, sewer, stormwater, and refuse utility services required on the Premises. Tenant shall be responsible for arranging and paying for all other utilities.

11. **MAINTENANCE AND REPAIR; RULES.** Tenant will, at his sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:

   (a) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;

   (b) Not leave windows or doors in an open position during any inclement weather;

   (c) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;

   (d) Deposit all trash, garbage, rubbish or refuse in the locations provided therefor and not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand in the yard or driveway.
(e) Keep the yard in reasonably neat condition, including keeping the lawn trimmed, major weeds removed, and bushes pruned.

(f) Properly use and operate all electrical, gas, heating, plumbing and other fixtures and appliances supplied by the landlord;

(g) Not intentionally or negligently destroy, deface, damage, impair, or remove any part of the structure or dwelling, with the appurtenances thereto, including the facilities, equipment, furniture, furnishings, and appliances, or permit any member of his or her family, invitee, licensee, or any person acting under his or her control to do so. Violations may be prosecuted under chapter 9A.48 RCW if the destruction is intentional and malicious;

(h) Not permit any nuisance conditions or junk vehicles to remain on the Property;

(i) Not engage in drug-related activity at the rental premises, or allow anyone else to engage in drug-related activity at the rental premises with the knowledge or consent of the tenant. "Drug-related activity" means that activity which constitutes a violation of chapter 69.41, 69.50, or 69.52 RCW;

(j) Not engage in any criminal or gang activity on the Premises.

12. DAMAGE TO PREMISES. In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.

13. INSPECTION OF PREMISES. Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon, and for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Landlord and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.
15. **NO LIABILITY FOR TENANT’S PERSONAL PROPERTY.** Tenant acknowledges that the City does not insure, no take any responsibility for repairing or replacing, any personal property of the Tenant. Tenant is advised to obtain renter’s insurance.

16. **TENANT’S HOLD OVER.** If Tenant remains in possession of the Premises with the consent of Landlord after the natural expiration of this Agreement, and a new one-year Agreement is not signed, a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof and the rent shall continue to be due and owing at EIGHT HUNDRED TWENTY-FIVE DOLLARS ($825) per month and except that such tenancy shall be terminable upon thirty (30) days written notice served by either party.

16. **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, subject to paragraph 15 above, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.

17. **ANIMALS.** Tenant shall be entitled to keep no more than three (3) total pets on the premises. Said pets shall consist only of domestic dogs, cats or birds. If tenant keeps one or more pets inside the premises during the term of the lease, Tenant agrees to have the carpets professionally cleaned at the end of the lease.

18. **QUIET ENJOYMENT.** Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant’s performance of all Tenant’s agreements contained herein and Tenant’s observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.

19. **INDEMNIFICATION.** Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant’s family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.

20. **DEFAULT.** As authorized under the state of Washington’s Residential Landlord-Tenant Act of 1973, if Landlord determines that Tenant is in default of this Agreement, Landlord shall provide Tenant with the appropriate written notice as specified below, and Tenant shall have a limited number of days to remedy the default unless otherwise excepted. (a) For the failure to pay rent when due, Landlord shall provide Tenant with a written Notice of Noncompliance specifying Landlord’s intention to terminate this Agreement if the rent is not paid, and Tenant shall have no fewer than thirty (30) days after the notice is delivered to pay the rent in arrears in its entirety. (b) For activities in contravention of this Agreement, Landlord shall provide Tenant with a written Notice of Noncompliance specifying the default and Landlord’s intent to terminate this Agreement if the violation is not remedied, and Tenant shall have no fewer than thirty (30) days after the notice is delivered to remedy the noncompliance. With respect to the foregoing items (a) and (b), if
Tenant fails to remedy the default within the required timeframe, Landlord may immediately terminate this Agreement, and Tenant shall immediately vacate the Premises and shall return the keys and all opening devices to Landlord. However, if Tenant's default is of a nature that Tenant should not be given an opportunity to remedy the default, including but not limited to engaging in drug-related activity on the Premises as prohibited under RCW 59.18.130(6), activity on the Premises that creates an imminent hazard to the physical safety of other persons on the Premises as defined in RCW 59.18.130(8), or gang-related activity as prohibited under RCW 59.18.130(9), Landlord may deliver a written Notice to Vacate to Tenant specifying the default and Landlord's intent to terminate this Agreement. In such event, Landlord may terminate this Agreement, and Tenant shall have no fewer than (1) day from the date that the notice is delivered to vacate the premises and to return the keys and all opening devices to Landlord. In addition, if this Agreement is terminated for any reason pursuant to this Paragraph, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity.

21. LATE CHARGE. In the event that any payment required to be paid by Tenant hereunder is not made within five (5) days of when due, Tenant shall pay to Landlord, in addition to such payment or other charges due hereunder, a "late fee" in the amount of FIFTY DOLLARS ($50.00).

22. SMOKE DETECTORS AND FIRE SAFETY. The Premises is equipped with _____ smoke detectors. These smoke detectors are in good working order. The Tenant shall be responsible for ensuring that all smoke detectors have working batteries at all times, and are at all times maintained according to the manufacturer's instructions. Tenant acknowledges that failing to maintain the smoke detectors may subject him to penalties under RCW 43.44.110.

23. ABANDONMENT. If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.

23. RIGHTS AND REMEDIES. The rights and remedies under this lease are cumulative, and either party's using any one right or remedy will not preclude or waive that party's right
to use any other. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

24. **RECORDING OF AGREEMENT.** Tenant shall not record this Agreement on the Public Records of any public office. In the event that Tenant shall record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.

25. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Washington.

26. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

27. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

28. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.

29. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

30. **NON-WAIVER.** No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.

31. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

32. **NOTICE.** Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

   Don Morrison, City Administrator
   City of Bonney Lake
   19306 Bonney Lake Blvd.
   Bonney Lake, Washington 98391
If to Tenant to:

Devin Magli
19003 – 107TH St.
Bonney Lake, WA 98391
253-273-1414

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

33. ADDITIONAL PROVISIONS; DISCLOSURES.
Landlord discloses and Tenant acknowledges that the interior of the Premises may have been originally painted with lead-based paint, and that removing or sanding lead-based paint releases paint chips which may be harmful to vulnerable individuals. Landlord further discloses, and Tenant further acknowledges, that the interior of residential dwellings is susceptible to mold growth. Information about how to slow mold growth is obtainable from the Washington State Department of Health website at http://www.doh.wa.gov/ehp/ts/IAQ/Got_Mold.html.

As to Landlord this _____ day of __________________________, 2007.

LANDLORD:

Sign: __________________________ Print: __________________________ Date: ___________

As to Tenant, this _____ day of __________________________, 2007.

TENANT ("Tenant"):

Sign: __________________________ Print: __________________________ Date: ___________
Date: October 8, 2007

TO: John Woodcock, City Engineer

FROM: Teri Stevenson, Project Coordinator / Sr. Administrative Specialist

RE: 192nd Corridor – The One, LLC

Enclosures:

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description</th>
<th>Action required by the City of Bonney Lake</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Statutory Warranty Deed</td>
<td>Review, execute and return to Universal for forwarding to title/escrow</td>
</tr>
<tr>
<td>1</td>
<td>Excise Tax Affidavit</td>
<td>Review, execute and return to Universal for forwarding to title/escrow</td>
</tr>
<tr>
<td>1</td>
<td>Escrow Agreement</td>
<td>Review, execute and return to Universal for forwarding to title/escrow</td>
</tr>
<tr>
<td>1</td>
<td>Title Memo</td>
<td>Review, execute and return to Universal</td>
</tr>
</tbody>
</table>

REMARKS:
CLOSING DETAIL STATEMENT

As indicated on the Escrow Instructions, the Escrow Agent shall furnish, upon the completion of the escrow transaction, a CLOSING DETAIL STATEMENT that will show thereon:

(a) The date of receipt and total amount of escrowed funds.

(b) The fee for escrow services and a statement that the entire escrow fee has been paid solely by the City.

(c) The date on which the City's grantors are notified that the Escrow Agent is ready to disburse funds to the City's grantors.

(d) Date of closing of the escrow.

(e) Detail of a mortgage payoff that includes:
   Principal unpaid balance and date.
   Accrued interest and dates for which interest is paid.
   Prepayment penalty assessed, if any.
   Offset of reserves held by mortgagee.
   Net amount paid to mortgagee and date.

(f) Sums, if any, withheld from distribution to City's grantors at time of closing, and for what reason.

(g) Endorsements to the effect that:

1. The statement has been read by the City's grantors, approved, and acknowledgment of receipt of the funds indicated as the net balance due from the Escrow Agent.

2. The closing officer certifies that the statement is true and correct.

In case the Escrow Agent has withheld funds from distribution to the City's grantors for any reason, the Escrow Agent shall furnish to the City copies of correspondence transmitting such withheld funds at the time of their final disposition.
## Land Characteristics for 0519048045

### Taxpayer Details

<table>
<thead>
<tr>
<th>Taxpayer Name</th>
<th>ONE LLC THE/PUGH &amp; MARBURGER MGR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mailing Address:</td>
<td>2520 96TH ST E</td>
</tr>
<tr>
<td></td>
<td>TACOMA WA 98445-5730</td>
</tr>
</tbody>
</table>

### Location

<table>
<thead>
<tr>
<th>LEA:</th>
<th>050511</th>
</tr>
</thead>
<tbody>
<tr>
<td>RTSQ:</td>
<td>05-19-04-4-2</td>
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</tbody>
</table>

### Property Details

<table>
<thead>
<tr>
<th>Parcel Number:</th>
<th>0519048045</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site Address:</td>
<td>19003 TO 19005 107TH ST E</td>
</tr>
<tr>
<td>Account Type:</td>
<td>Real Property</td>
</tr>
<tr>
<td>Category:</td>
<td>Land and Improvements</td>
</tr>
<tr>
<td>Use Code:</td>
<td>1202-DUPLEX 2 UNITS</td>
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</tbody>
</table>

### Size

<table>
<thead>
<tr>
<th>SF:</th>
<th>27,199</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acres:</td>
<td>0.62</td>
</tr>
<tr>
<td>Front Ft:</td>
<td>0</td>
</tr>
</tbody>
</table>

### Utilities

<table>
<thead>
<tr>
<th>Electric:</th>
<th>Power Installed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sewer:</td>
<td>Sewer/Septic Installed</td>
</tr>
<tr>
<td>Water:</td>
<td>Water Installed</td>
</tr>
</tbody>
</table>

**Warning:** Appraisal data provided is for informational purposes only and is incomplete for determination of value.

I acknowledge and agree to the prohibitions listed in RCW 42.17.260(9) against releasing and/or using lists of individuals for commercial purposes. Neither Pierce County nor the Assessor-Treasurer warrants the accuracy, reliability or timeliness of any information in this system, and shall not be held liable for losses caused by using this information. Portions of this information may not be current or accurate. Any person or entity who relies on any information obtained from this system, does so at their own risk. **All critical information should be independently verified.**

---

(c) 2007 Pierce County Assessor-Treasurer
I acknowledge and agree to the prohibitions listed in RCW 42.17.260(9) against releasing and/or using lists of individuals for commercial purposes. Neither Pierce County nor the Assessor-Treasurer warrants the accuracy, reliability or timeliness of any information in this system, and shall not be held liable for losses caused by using this information. Portions of this information may not be current or accurate. Any person or entity who relies on any information obtained from this system, does so at their own risk. All critical information should be independently verified.
**REAL ESTATE EXCISE TAX AFFIDAVIT**

**CHAPTER 82.45 RCW – CHAPTER 458-61A WAC**

**This form is your receipt when stamped by cashier.**

**THE AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED**

(See back of last page for instructions)

<table>
<thead>
<tr>
<th>Name</th>
<th>THE ONE, L.L.C.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mailing Address</td>
<td>2520 - 96TH STREET EAST</td>
</tr>
<tr>
<td>City/State/Zip</td>
<td>TACOMA, WASHINGTON 98445</td>
</tr>
<tr>
<td>Phone No. (including area code)</td>
<td>(253) 539-1010</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>THE CITY OF BONNEY LAKE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mailing Address</td>
<td>8720 - 184TH AVE E.</td>
</tr>
<tr>
<td>City/State/Zip</td>
<td>BONNEY LAKE, WASHINGTON 98391</td>
</tr>
<tr>
<td>Phone No. (including area code)</td>
<td>(253) 862-8602</td>
</tr>
</tbody>
</table>

3. **Send all property tax correspondence to: [ ] Same as Buyer/Grantor**

<table>
<thead>
<tr>
<th>Name</th>
<th>SAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mailing Address</td>
<td></td>
</tr>
<tr>
<td>City/State/Zip</td>
<td></td>
</tr>
<tr>
<td>Phone No. (including area code)</td>
<td></td>
</tr>
</tbody>
</table>

4. **Street address of property: 19003 & 19005 - 107TH STREET**

This property is located in Bonney Lake

5. **Select Land Use Code(s):**

12. Multiple family residence (Residential, multiple, 2-4 units)

6. **Is this property exempt from property tax per chapter 84.36 RCW (nonprofit organization)?**

[ ] YES [ ] NO

7. **List all personal property (tangible and intangible) included in selling price.**

   | WAC No. (Section/Subsection) | 4589-61A-206 | Reason for exemption |

   **Type of Document**

   **STATUTORY WARRANTY DEED**

   **Date of Document:**

   | Gross Selling Price | $370,000.00 |
   | Personal Property (deduct) | $ |
   | Exemption Claimed (deduct) | $ |
   | Taxable Selling Price | $370,000.00 |
   | Excise Tax - State | $4,736.00 |
   | 0.0050 | Local $1,850.00 |
   | *Delinquent Interest | State $ |
   | Local $ |
   | *Delinquent Penalty | Subtotal $6,586.00 |
   | *State Technology Fee | $5.00 |
   | *Affidavit Processing Fee | $ |
   | Total Due | $6,591.00 |

8. **I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.**

   | Signature of Grantor or Grantor's Agent | |
   | Date & city of signing: 9/17/2007 | |

   | Signature of Grantee or Grantee's Agent | |
   | Date & city of signing: 9/17/2007 | |

   **Perjury:** Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars ($5,000.00), or by both imprisonment and fine (RCW 9A.20.020(1C)).

REV 84 0001ac (a) (05/08/07) THIS SPACE - TREASURER'S USE ONLY COUNTY A5
STATUTORY WARRANTY DEED

Grantor(s): The One, LLC, a Washington Limited liability Company
Grantee: The City of Bonney Lake
Abbreviated Legal: Lot 3, Short Plat 9201020447, Pierce County, WA
Tax Parcel No.: 0519048045

THE GRANTOR(S), THE ONE, L.L.C., a Washington Limited Liability Company, for and in consideration of Ten Dollars ($10.00) and in further consideration of the general public welfare and of the peculiar and special benefits to accrue to us therefrom, do(es) by these presents warrant, grant, and convey to the City of Bonney Lake, for the use of the public, the following described real estate situated in Pierce County, Washington, together with any after-acquired title therein, to wit:

Lot 3, as shown on Short Plat No. 9201020447, filed with Pierce County Auditor, in Pierce County, Washington

The lands herein described containing 27,199 square feet, more or less, the specific details concerning all of which are to be found in that certain map of definite location now of record and on file in the Office of the City Engineer, 19306 Bonney Lake Blvd., Bonney Lake, WA 98391.

The Grantor(s) hereby request(s) the Assessor-Treasurer of said County to set-over to the remainder the lien of all unpaid taxes, if any, affecting the real property hereby conveyed, as provided by RCW 84.60.070.
DATED this 17th day of September, 2007.

The One, L.L.C.:

Deborah L. Marburger

By: Deborah L. Marburger

By: Lewis Pugh

STATE OF WASHINGTON  
County of  

On this 17th day of September, 2007, before me personally appeared Deborah L. Marburger and Lewis Pugh to me known to be the President and Manager of The One, L.L.C., a Washington Limited Liability Company that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Limited Liability Company, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

DATED: September 17, 2007

Name (typed or printed): April L. Sommerfeld
NOTARY PUBLIC in and for the State of Washington
Residing at Tacoma
My appointment expires: 06/28/2010

APPROVED as to form only:  Accepted By:

Kathleen Hogg
Attorney for City of Bonney Lake

The City of Bonney Lake  Date

2 of 2
Parcel Summary Memo

Northwest Division
111 Main St, Suite 105
Edmonds, WA 98020
(425) 673-5559 (office)
(425) 673-5579 (fax)

Date: October 8, 2007

To: John Woodcock, City Engineer

From: Teri Stevenson, Sr. Administrative Specialist

Subject: 192nd Corridor – Title Report #3103443-2 dated December 21, 2006

Property Owner: The One, LLC

Exceptions:

1. Delete – through escrow
2. Delete – through escrow
3. Stay – Reservation of oil, coal, etc
4. Stay – Utility easement
5. Stay – Water line easement
6. Stay – Water line easement
7. Stay – Survey
8. Stay – Short Plat
9. Stay – Short Plat

Reviewed and Approved:

City of Bonney Lake

John Woodcock
City Engineer

Date: 10/9/07
COMMITMENT FOR TITLE INSURANCE NO. 3103443-2

INQUIRIES SHOULD BE MADE TO:
UNIT 2
Andrea Viray (Title Officer)
(253) 383-0131
Elliesia Barradale (Title Assistant)

Effective Date: December 21, 2006 at 08:00 AM

SCHEDULE A

1. Policy or policies to be issued:
   1992 ALTA Owner's Policy
   Coverage: Standard
   Liability $20,000.00
   Premium $350.00
   Tax $30.86
   Proposed Insured:
   City of Bonney Lake

2. The estate or interest in the land described or referred to in this commitment and covered herein is a Fee Simple

3. The estate or interest referred to herein is at Date of Commitment vested in:

   The One, L.L.C., a Washington Limited Liability Company
Commitment No. 3103443-2

(SCHEDULE A CONTINUED)

LEGAL DESCRIPTION

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

Lot(s) 3, as shown on Short Plat No. 9201020447, filed with Pierce County Auditor, in Pierce County, Washington.
Commitment No. 3103443-2

SCHEDULE B

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:

GENERAL EXCEPTIONS:

A. Rights or claims disclosed only by possession, or claimed possession, of the premises.

B. Encroachments and questions of location, boundary and area disclosed only by inspection of the premises or by survey.

C. Easements, prescriptive rights, rights-of-way, streets, roads, alleys or highways not disclosed 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 service, installation, connection, maintenance, tap, capacity or construction charges for sewer, water, electricity, natural gas or other utilities, or garbage collection and disposal.

G. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.

H. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.

I. Water rights, claims or title to water.

J. 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.
Commitment No. 3103443-2

SCHEDULE B
(Continued)

REQUIREMENTS

The following are the requirements to be complied with:

A. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.

B. A copy of the limited liability agreement and a copy of the certificate of formation must be submitted. Unless otherwise provided for in the agreement, all members and their respective spouses, if married, must join in the execution of the proposed conveyance or security instrument.

The One, L.L.C., a Limited Liability Company

SPECIAL EXCEPTIONS

1. Payment of the real estate excise tax, if required.

The property described herein is situated within the boundaries of local taxing authority of City of Bonney Lake.

Present rate of real estate excise tax as of the date herein is 1.78 percent.

Any conveyance document must be accompanied by the official Washington State Excise Tax Affidavit. The applicable excise tax must be paid and the affidavit approved at the time of the recording of the conveyance documents.

2. Deed of Trust and the terms and conditions thereof:

Grantor: Lewis Pugh and Deborah L Marburger
Trustee: Chicago Title Insurance Company
Beneficiary: Washington Mutual Bank
Amount: $157,500.00
Dated: June 30, 2004
Recorded: July 8, 2004
Recording number: 200407080340

3. Reservations of oil, coal, gas and minerals and/or mineral rights of any nature, and right of entry to explore same, contained in deed:

Executed by: Weyerhaeuser Timber Company
Recording number: 1646342

4. Easement recorded under recording number 9104220517, and the terms and conditions thereof:

Purpose: electric lines, and incidental purposes
In Favor of: Puget Sound Power & Light Company

5. Easement recorded under recording number 9109050473, and the terms and conditions thereof:

Purpose: water line, and incidental purposes
In Favor of: City of Bonney Lake

6. Easement recorded under recording number 9109250463, and the terms and conditions thereof.
Commitment No. 3103443-2

SCHEDULE B
(Continued)

Purpose: water pipeline, and incidental purposes
In Favor of: City of Bonney Lake

   Note: The Short Plat is a portion of lot 8 of said survey

8. Conditions, Restrictions, Reservations, Easements, Easement Provisions, Dedication, set back lines and statements as set forth/delineated on the short plat 78-198
   Note: The within described Short Plat is lot 1 of said Short Plat


NOTE:
General and special taxes and charges, paid in full:

Year: 2006
Tax account number: 0519048045
Levy code: 035
Assessed value-land: $105,700.00
Assessed value-improvements: $151,500.00

Amount billed and paid: $2833.39

NOTE:
The following may be used as an abbreviated legal description on the documents to be recorded to comply with the requirements of RCW 64.04. Said abbreviated legal description is not a substitute for a complete legal description which must also appear in the body of the document:

Lot 3 Short Plat 9201020447

END OF SPECIAL EXCEPTIONS
AND
END OF SCHEDULE B
NOTES:

A. The language contained in the printed Exceptions from coverage and Conditions and Stipulations of the Policy committed for may be examined by inquiry at the office which issued the Commitment, and a specimen copy of the Title Insurance Policy Form(s) referred to in this Commitment will be furnished promptly upon request.

B. In the event the transaction fails to close and this commitment is cancelled, a fee will be charged to comply with the State Insurance Code and the filed schedule of this Company.

C. The following risk deductibles are applicable when the 1998 ALTA Homeowner's Policy is applied and committed for:

Covered Risks 14, 15, 16 and 18 contained in the ALTA Homeowner's Policy include certain deductibles and maximum dollar limits to coverage. The covered risks, the deductibles and our maximum dollar limit of liability are shown below:

<table>
<thead>
<tr>
<th>Covered Risk</th>
<th>Your Deductible Amount</th>
<th>Our Maximum Dollar Limit of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Covered Risk 14: (whichever is less)</td>
<td>1% of policy amount or $2,500.00</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>Covered Risk 15: (whichever is less)</td>
<td>1% of policy amount or $5,000.00</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>Covered Risk 16: (whichever is less)</td>
<td>1% of policy amount or $5,000.00</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>Covered Risk 18: (whichever is less)</td>
<td>1% of policy amount or $2,500.00</td>
<td>$5,000.00</td>
</tr>
</tbody>
</table>

D. Wire transfer instructions for TICOR ESCROW:

Bank Information: Key Bank
127 Public Square
Cleveland, OH 44114
ABA #126000574

Credit To: Ticor Title Company
Account # 479081032548
Reference: 3103443
Commitment for Title Insurance

TICOR TITLE INSURANCE COMPANY, a California Corporation, by Ticor Title Company, a Washington Corporation, its authorized agent, herein call the Company, for a valuable consideration, hereby commits to issue the 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 covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

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

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate one hundred eighty (180) days after the effective date hereof or when the policy or policies committed for shall issue, which ever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

TICOR TITLE COMPANY, as Agent
ATTENTION: This document has been prepared for both the Buyer and Seller involved in this Real Estate Transaction.

Ticor Title Company
(Member of the Fidelity National Financial, Inc. group of companies)
Fidelity National Financial Group of Companies’ Privacy Statement
July 1, 2001

We recognize and respect the privacy expectations of today’s consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

In the course of our business, we may collect Personal Information about you from the following sources:

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by us, our affiliates, or others;
- From our internet web sites;
- From the public records maintained by government entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumer or other reporting agencies.

Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

Our Policies and Practices Regarding the Sharing of Your Personal Information

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We also may disclose your Personal Information:

- To agents, brokers or representatives to provide you with services you have requested;
- To third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- To others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

Right to Access Your Personal Information and Ability To Correct Errors Or Request Changes Or Deletion

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Privacy Compliance Officer
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

Multiple Products or Services

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.
The following parties have been sent a copy of this commitment:

Parametrix
1231 Friar Avenue, P.O. Box 460
Sumner, WA 98390
Attn: Matt Kastberg  1/1
LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made effective and entered into this first day of September, 2007, by and between the City of Bonney Lake (hereinafter referred to as "Landlord") and Shani Hawley (hereinafter referred to as "Tenant").

WHEREAS, Landlord is the fee owner of certain real property being, lying and situated in Pierce County, Washington, such real property having a street address of 19005 - 107th St. Bonney Lake, Washington (hereinafter referred to as the "Premises").

WHEREAS, prior to the Landlord purchasing the Property, Tenant had been leasing the Unit from the previous owner, and Landlord agrees to continue leasing the Premises to Tenant upon the terms and conditions as contained herein; and

WHEREAS, Tenant desires to lease the Premises from Landlord on the terms and conditions as contained herein.

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. TERM. Landlord leases to Tenant and Tenant leases from Landlord the above described Premises together with any and all appurtenances thereto, for a term of twelve (12) months, such term beginning on ________________, 2007, and ending at 11:59 p.m. on ________________, 2008. Thereafter, the term shall be month-to-month unless new lease terms are agreed to.

2. RENT. The rent shall be EIGHT HUNDRED DOLLARS TWENTY-FIVE ($825) per month, due and payable to the City Cashier on or before the first day of each month of the term. All such payments shall be made payable to the City of Bonney Lake at the Bonney Lake City Hall on or before the due date and without demand.

3. DAMAGE DEPOSIT. Upon the due execution of this Agreement, Tenant shall deposit with Landlord the sum of SIX HUNDRED FIFTY ($650) receipt of which is hereby acknowledged by Landlord, as security for any damage caused to the Premises during the term hereof. Such deposit shall be returned to Tenant, without interest, and less any set off for damages to the Premises upon the termination of this Agreement.

4. USE OF PREMISES. The Premises shall be used and occupied by Tenant and Tenant's immediate family, exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any
and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.

5. **CONDITION OF PREMISES.** Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition.

6. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord.

7. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.

9. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

10. **UTILITIES.** Landlord shall be responsible for arranging and paying for all water, sewer, stormwater, and refuse utility services required on the Premises. Tenant shall be responsible for arranging and paying for all other utilities.

11. **MAINTENANCE AND REPAIR; RULES.** Tenant will, at his sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:

   (a) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;

   (b) Not leave windows or doors in an open position during any inclement weather;

   (c) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;

   (d) Deposit all trash, garbage, rubbish or refuse in the locations provided therefor and not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand in the yard or driveway.
(e) Keep the yard in reasonably neat condition, including keeping the lawn trimmed, major weeds removed, and bushes pruned.

(f) Properly use and operate all electrical, gas, heating, plumbing and other fixtures and appliances supplied by the landlord;

(g) Not intentionally or negligently destroy, deface, damage, impair, or remove any part of the structure or dwelling, with the appurtenances thereto, including the facilities, equipment, furniture, furnishings, and appliances, or permit any member of his or her family, invitee, licensee, or any person acting under his or her control to do so. Violations may be prosecuted under chapter 9A.48 RCW if the destruction is intentional and malicious;

(h) Not permit any nuisance conditions or junk vehicles to remain on the Property;

(i) Not engage in drug-related activity at the rental premises, or allow anyone else to engage in drug-related activity at the rental premises with the knowledge or consent of the tenant. "Drug-related activity" means that activity which constitutes a violation of chapter 69.41, 69.50, or 69.52 RCW;

(j) Not engage in any criminal or gang activity on the Premises.

12. DAMAGE TO PREMISES. In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.

13. INSPECTION OF PREMISES. Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon, and for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Landlord and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.
15. NO LIABILITY FOR TENANT'S PERSONAL PROPERTY. Tenant acknowledges that the City does not insure, no take any responsibility for repairing or replacing, any personal property of the Tenant. Tenant is advised to obtain renter’s insurance.

16. TENANT'S HOLD OVER. If Tenant remains in possession of the Premises with the consent of Landlord after the natural expiration of this Agreement, and a new one-year Agreement is not signed, a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof and the rent shall remain at EIGHT HUNDRED TWENTY-FIVE DOLLARS ($825) per month and except that such tenancy shall be terminable upon thirty (30) days written notice served by either party.

16. SURRENDER OF PREMISES. Upon the expiration of the term hereof, subject to paragraph 15 above, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.

17. ANIMALS. Tenant shall be entitled to keep no more than three (3) total pets on the premises. Said pets shall consist only of domestic dogs, cats or birds. If tenant keeps one or more pets inside the premises during the term of the lease, Tenant agrees to have the carpets professionally cleaned at the end of the lease.

18. QUIET ENJOYMENT. Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.

19. INDEMNIFICATION. Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant’s family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.

20. DEFAULT. As authorized under the state of Washington’s Residential Landlord-Tenant Act of 1973, if Landlord determines that Tenant is in default of this Agreement, Landlord shall provide Tenant with the appropriate written notice as specified below, and Tenant shall have a limited number of days to remedy the default unless otherwise excepted. (a) For the failure to pay rent when due, Landlord shall provide Tenant with a written Notice of Noncompliance specifying Landlord’s intention to terminate this Agreement if the rent is not paid, and Tenant shall have no fewer than thirty (30) days after the notice is delivered to pay the rent in arrears in its entirety. (b) For activities in contravention of this Agreement, Landlord shall provide Tenant with a written Notice of Noncompliance specifying the default and Landlord’s intent to terminate this Agreement if the violation is not remedied, and Tenant shall have no fewer than thirty (30) days after the notice is delivered to remedy the noncompliance. With respect to the foregoing items (a) and (b), if
Tenant fails to remedy the default within the required timeframe, Landlord may immediately terminate this Agreement, and Tenant shall immediately vacate the Premises and shall return the keys and all opening devices to Landlord. However, if Tenant's default is of a nature that Tenant should not be given an opportunity to remedy the default, including but not limited to engaging in drug-related activity on the Premises as prohibited under RCW 59.18.130(6), activity on the Premises that creates an imminent hazard to the physical safety of other persons on the Premises as defined in RCW 59.18.130(8), or gang-related activity as prohibited under RCW 59.18.130(9), Landlord may deliver a written Notice to Vacate to Tenant specifying the default and Landlord's intent to terminate this Agreement. In such event, Landlord may terminate this Agreement, and Tenant shall have no fewer than (1) day from the date that the notice is delivered to vacate the premises and to return the keys and all opening devices to Landlord. In addition, if this Agreement is terminated for any reason pursuant to this Paragraph, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity.

21. LATE CHARGE. In the event that any payment required to be paid by Tenant hereunder is not made within five (5) days of when due, Tenant shall pay to Landlord, in addition to such payment or other charges due hereunder, a "late fee" in the amount of FIFTY DOLLARS ($50.00).

22. SMOKE DETECTORS AND FIRE SAFETY. The Premises is equipped with smoke detectors. These smoke detectors are in good working order. The Tenant shall be responsible for ensuring that all smoke detectors have working batteries at all times, and are at all times maintained according to the manufacturer's instructions. Tenant acknowledges that failing to maintain the smoke detectors may subject him to penalties under RCW 43.44.110.

23. ABANDONMENT. If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.

23. RIGHTS AND REMEDIES. The rights and remedies under this lease are cumulative, and either party's using any one right or remedy will not preclude or waive that party's right
to use any other. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

24. RECORDING OF AGREEMENT. Tenant shall not record this Agreement on the Public Records of any public office. In the event that Tenant shall record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.

25. GOVERNING LAW. This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Washington.

26. SEVERABILITY. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

27. BINDING EFFECT. The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

28. DESCRIPTIVE HEADINGS. The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.

29. CONSTRUCTION. The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

30. NON-WAIVER. No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.

31. MODIFICATION. The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

32. NOTICE. Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

Don Morrison, City Administrator
City of Bonney Lake
19306 Bonney Lake Blvd.
Bonney Lake, Washington 98391
If to Tenant to:

Shani Hawley
19005 - 107TH St.
Bonney Lake, WA 98391
253-921-4996

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

33. ADDITIONAL PROVISIONS; DISCLOSURES.
Landlord discloses and Tenant acknowledges that the interior of the Premises may have been originally painted with lead-based paint, and that removing or sanding lead-based paint releases paint chips which may be harmful to vulnerable individuals. Landlord further discloses, and Tenant further acknowledges, that the interior of residential dwellings is susceptible to mold growth. Information about how to slow mold growth is obtainable from the Washington State Department of Health website at http://www.doh.wa.gov/ehp/ts/IAQ/Got_Mold.html.

As to Landlord this _____ day of ________________________, 2007.

LANDLORD:

Sign: ____________________ Print: ____________________ Date: ________________

As to Tenant, this _____ day of ________________________, 2007.

TENANT ("Tenant"):

Sign: ____________________ Print: ____________________ Date: ________________
City of Bonney Lake, Washington  
Council Agenda Bill (C.A.B.) Approval Form

<table>
<thead>
<tr>
<th>Department/Staff Contact:</th>
<th>Council/Wrkshp Mtg Date:</th>
<th>Agenda Bill Number:</th>
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<tr>
<td>PW Director Grigsby</td>
<td>23 October, 2007</td>
<td>AB07-217</td>
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<tr>
<td>Ordinance Number:</td>
<td>Resolution Number:</td>
<td>Councilmember Sponsor:</td>
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<td>1757</td>
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**BUDGET INFORMATION**

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<td>$40,717</td>
<td>$40,717</td>
<td>$457,132</td>
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</table>

**Explanation:** 301.012.595.30.065

**Agenda Subject:** Purchase land from the Barton Parcel on 107th Street for the 192nd Ave. Corridor Project.

**Administrative Recommendation:** Authorize the Mayor to complete the purchase of this ROW.

**Background Summary:** This purchase from the Barton property is for 12,759 square feet of parcel 0519048004. It is required to provide Right-of-Way (ROW) for the 192nd Ave Corridor project. Due to a death in the family and need to sale this property by the Barton family, the priority on the 192nd Ave. Corridor project ROW Acquisition Plan was increased.

Funding for this purchase is being obtained from a Public Works Trust Fund loan.

Universal Field Services, Inc., negotiated and prepared the necessary documents. Subsequently, Dionne and Rorick reviewed and signed these documents.

<table>
<thead>
<tr>
<th>Council Committee Dates:</th>
<th>Commission Dates:</th>
<th>Board/Hearing Examiner Dates:</th>
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<tbody>
<tr>
<td>Finance Committee:</td>
<td>Planning Commission:</td>
<td>Park Board:</td>
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<td>Public Safety Committee:</td>
<td>Civil Service Commission:</td>
<td>Hearing Examiner:</td>
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<td>Community Development &amp; Planning Committee: 15 Oct 07</td>
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<tr>
<td>Council Workshops:</td>
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**Council Action:**

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<tr>
<th>Council Call for Hearing:</th>
<th>Council Hearings Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Council Referred Back to:</td>
<td>Workshop: Committee:</td>
</tr>
</tbody>
</table>

**Signatures:**

Dir. Authorization: [Signature]  
Mayor: [Signature]  
Date City Attorney Reviewed: [Date]
COMMUNITY DEVELOPMENT COMMITTEE

DATE:  October 15, 2007

ORIGINATOR:  Dan Grigsby  TITLE:  Public Works Director

SUBJECT:  Purchase Barton Property on 107th Street for 192nd Ave. Corridor Project
This purchase from the Barton property is for 12,759 square feet of parcel 0519048004. It is required to provide Right-of-Way for the 192nd Ave. Corridor project. Due to a death in the family and need to sale this property by the Barton family, the priority on the 192nd Ave. Corridor Project ROW Acquisition Plan was increased.

Funding for this purchase is being obtained from a Public Works Trust Fund loan.

Universal Field Services, Inc., negotiated and prepared the necessary documents. Subsequently, Dionne and Rorick reviewed and signed these documents.

ORDINANCE/RESOLUTION Res. # 07-217

REQUEST OR RECOMMENDATION BY ORIGINATOR:

ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE
FINANCE DIRECTOR
CITY ATTORNEY

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Explanation: 301.012.595.30.065

__________________________________________________________
COMMITTEE ACTION:  RECOMMEND APPROVAL TO COUNCIL

DATE  APPROVED  DISAPPROVED

James Rackley, Chairman  10-15-07
Mark Hamilton  10-15-07
David Bowen  10-15-07

COMMITTEE COMMENTS:  Move Forward to 2007 CITY COUNCIL

Do NOT PLACE IN CONSENT AGENDA

COMMITTEE’S RECOMMENDATION TO FORWARD TO:
CITY CLERK
CITY ATTORNEY
RESOLUTION NO. 1757

A RESOLUTION OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, RATIFYING AN ESCROW AGREEMENT TO ACQUIRE THE PROPERTY AT 19120 - 107TH STREET EAST.

WHEREAS, the City Council authorized the Mayor to negotiate the purchase of Right-of-Way (ROW) for the 192nd Avenue Corridor with Resolution 1704 passed on 12 June 2007; and

WHEREAS, Universal Services has acted as the City's agent in negotiating a fair market value to purchase this property, as authorized by Resolution 1700 passed on 12 June 2007;

WHEREAS, said property is part (12,759 s.f.) of one of the parcels (Parcel Number 0519048004) identified in the ROW acquisition plan for the 192nd Ave. Corridor; and

WHEREAS the parties signed an Escrow Agreement, subject to final approval by the City Council; and

WHEREAS, the City is satisfied with the negotiated purchase agreement ($40,000) for this property, and desires to finalize the transaction;

NOW THEREFORE, the City Council of the City of Bonney Lake, Washington, hereby resolves as follows:

The City Council ratifies the Escrow Agreement between the City of Bonney Lake and LAURA BARTON for the property located on parcel 0519048004 at 19120 - 107th Street East, Bonney Lake, and hereby authorizes and directs the mayor to complete the purchase.

PASSED BY THE CITY COUNCIL this 23rd day of October, 2007.

______________________________
Neil Johnson, Jr., Mayor

ATTEST:

______________________________
Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

______________________________
James J. Dionne, City Attorney
ESCROW AGREEMENT

TO:

Attn: Andrea Viray, 253-383-0131
Ticor Title Com
1120 Pacific Avenue
Tacoma, WA 98402

OUR REFERENCE: (Project Title)
192nd Corridor Improvements
Project Parcel No. 051904-8-004, L. Barton

YOUR REFERENCE: ___________________________

DATE: ___________________________

The City of Bonney Lake, and the undersigned, mutually agree and direct you to close this escrow in accordance with the following instructions:

1. The undersigned grantor hereby authorizes the issuance of a City warrant payable solely to the above-named Escrow Agent, for our benefit.

2. Receive the Statutory Warranty Deed handed herewith from me/us as grantor(s) to the City of Bonney Lake as grantee, conveying December 21, 2006 (a portion of) the lands described in your above-referenced Preliminary Commitment.

3. Receive the sum of $40,000.00 in the form of a City warrant that you are instructed to distribute as follows:

   Pay and eliminate of record all encumbrances on said premises shown in your Preliminary Commitment dated December 21, 2006 and supplements dated ___/___/____ together with any other encumbrances appearing of record against said premises, on statement of holder or holder’s representative prior to closing, except those noted in paragraphs ___/___/____ (must be filled in by agent).

4. Note: All escrow, excise tax and recording fees shall be paid by the City of Bonney Lake.

5. City of Bonney Lake, at its discretion, reserves the right to withdraw the funds for this transaction from escrow and close this transaction independently or deposit said funds with the Clerk of the Court if deemed necessary.

6. When ready to vest title in the City of Bonney Lake, record instrument shown in instruction 2 above (no recording fee or 1% excise tax is to be charged) and prepare CLOSING DETAIL STATEMENT as explained on the reverse hereof.

7. Remit the balance of your check to: Laura Barton, 19120 – 107th Street East, Bonney Lake, WA. 98391, with your CLOSING DETAIL STATEMENT.

8. Issue standard form Owner’s policy of title insurance in the sum of $40,000.00 insuring the City of Bonney Lake as owner of the estate conveyed.

9. Upon closing, mail recorded instruments, title policy, and copy of CLOSING DETAIL STATEMENT to The City of Bonney Lake, Engineering Dept., P.O. Box 7380, 19306 Bonney Lake Blvd., Bonney Lake, WA 98391.

Universal Field Services:

By: ___________________________
Right-of-Way Agent

Laura Barton
City of Bonney Lake

By: __________________________
Printed Name: __________________
Its: __________________________

By: __________________________
Printed Name: __________________
Its: __________________________
TRANSMITTAL

UNIVERSAL FIELD SERVICES, INC.
111 MAIN STREET   SUITE 105
EDMONDS, WA 98020
Tel: (425) 673-5559
Fax: (425) 673-5579

Date: October 8, 2007

TO: John Woodcock, City Engineer

FROM: Teri Stevenson, Project Coordinator / Sr. Administrative Specialist

RE: 192<sup>nd</sup> Corridor – Barton Parcel

Enclosures:

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description</th>
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</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Statutory Warranty Deed</td>
<td>Review, execute and return to Universal for forwarding to title/escrow</td>
</tr>
<tr>
<td>1</td>
<td>Excise Tax Affidavit</td>
<td>Review, execute and return to Universal for forwarding to title/escrow</td>
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<tr>
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<td>Escrow Agreement</td>
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</tr>
<tr>
<td>1</td>
<td>Title Memo</td>
<td>Review, execute and return to Universal</td>
</tr>
</tbody>
</table>

REMARKS:
CLOSING DETAIL STATEMENT

As indicated on the Escrow Instructions, the Escrow Agent shall furnish, upon the completion of the escrow transaction, a CLOSING DETAIL STATEMENT that will show thereon:

(a) The date of receipt and total amount of escrowed funds.

(b) The fee for escrow services and a statement that the entire escrow fee has been paid solely by the City.

(c) The date on which the City's grantor is notified that the Escrow Agent is ready to disburse funds to the County's grantor.

(d) Date of closing of the escrow.

(e) Detail of a mortgage payoff that includes:

- Principal unpaid balance and date.
- Accrued interest and dates for which interest is paid.
- Prepayment penalty assessed, if any.
- Offset of reserves held by mortgagee.
- Net amount paid to mortgagee and date.

(f) Sums, if any, withheld from distribution to City's grantors at time of closing, and for what reason.

(g) Endorsements to the effect that:

1. The statement has been read by the City's grantor, approved, and acknowledgment of receipt of the funds indicated as the net balance due from the Escrow Agent.

2. The closing officer certifies that the statement is true and correct.

In case the Escrow Agent has withheld funds from distribution to the City's grantors for any reason, the Escrow Agent shall furnish to the City copies of correspondence transmitting such withheld funds at the time of their final disposition.
REAL ESTATE EXCISE TAX AFFIDAVIT
CHAPTER 82.45 RCW – CHAPTER 458-61A WAC

This form is your receipt when stamped by cashier. 

This affidavit will not be accepted unless all areas on all pages are fully completed. 

(See back of last page for instructions) 

If multiple owners, list percentage of ownership next to name. 

1. Name: LAURA BARTON 
Mailing Address: 19120 - 107TH STREET EAST 
City/State/Zip: BONNEY LAKE, WA 98391 
Phone No. (including area code): (253) 826-2699 

2. Name: THE CITY OF BONNEY LAKE 
ATTN: JOHN WOODCOCK 
Mailing Address: 19120 - 107TH STREET EAST 
City/State/Zip: BONNEY LAKE, WA 98391 
Phone No. (including area code): (253) 826-8629 

3. Send all property tax correspondence to: [ ] Same as Buyer/Grantee 
Name: NO CHANGE 
Mailing Address: 
City/State/Zip: 
Phone No. (including area code): 

List all real and personal property tax parcel account numbers – check box if personal property 
061904-8-004 
List assessed value(s) 

4. Street address of property: 19120 - 107TH STREET EAST 

This property is located in Bonney Lake. 
[ ] Check box if any of the listed parcels are being segregated from a larger parcel. 

Legal description of property (if more space is needed, you may attach a separate sheet to each page of the affidavit) 
SEE ATTACHED EXHIBIT A. 

5. Select Land Use Code(s): 
11 - Household, single family units 
[ ] [ ] enter any additional codes: (See back of last page for instructions) 

Is this property exempt from property tax per chapter 84.36 RCW (nonprofit organization)? [ ] [ ] 

6. [ ] [ ] Is this property designated as forest land per chapter 84.33 RCW? 
[ ] [ ] Is this property classified as current use (open space, farm and agriculture, or timber) land per chapter 84.34? 
[ ] [ ] Is this property receiving special valuation as historical property per chapter 84.26 RCW? 

If any answers are yes, complete as instructed below. 

(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE) 
NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign on (3) below. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. 

If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferee at the time of sale. (RCW 84.33.140 or RCW 84.34.104). Prior to signing (3) below, you may contact your local county assessor for more information. 

This land [ ] does [ ] does not qualify for continuance. 

DEPUTY ASSESSOR DATE 

(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY) 
NEW OWNER(S): To continue special valuation as historic property, sign (3) below. If the new owner(s) does not wish to continue, all additional tax calculated pursuant to chapter 84.26 RCW, shall be due and payable by the seller or transferee at the time of sale. 

(3) OWNER(S) SIGNATURE 

PRINT NAME 

7. List all personal property (tangible and intangible) included in selling price. 

If claiming an exemption, list WAC number and reason for exemption: 
WAC No. (Section/Subsection): 4589-61A-206 
Reason for exemption: 

Type of Document: STATUTORY WARRANTY DEED 
Date of Document: 

Gross Selling Price $ 40,000.00 
*Personal Property (deduct) $ 
Exemption Claimed (deduct) $ 
Taxable Selling Price $ 40,000.00 
Excise Tax: State $ 512.00 
0.0050 Local $ 2.006 
*Delinquent Interest: State $ 
Local $ 
*Delinquent Penalty $ 712.00 
Subtotal $ 712.00 
*State Technology Fee $ 5.00 
*Affidavit Processing Fee $ 
Total Due $ 717.00 

A MINIMUM OF $10.00 IS DUE IN FEE(S) AND/OR TAX 
*SEE INSTRUCTIONS 

8. I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT. 

Signature of Grantor or Grantor's Agent: 
Name (print): LAURA BARTON 
Date & city of signing: 9-17-07 BONNEY LAKE 

Signature of Grantee or Grantee's Agent: 
Name (print): 
Date & city of signing: 

Perjury: Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars ($5,000.00), or by both imprisonment and fine (RCW 9A.20.030-1(3)). 

REV 84.0001 ae (a) (03/08/07) THIS SPACE - TREASURER'S USE ONLY COUNTY TREAS
EXHIBIT A

RIGHT OF WAY
DESCRIPTION OF PARCEL
051904-8-004

ALL THAT PORTION OF LOT 4, AS SHOWN ON SHORT PLAT NO. 79-199, FILED WITH PIERCE COUNTY AUDITOR, IN PIERCE COUNTY, WASHINGTON, LYING WITHIN A STRIP OF LAND 70.00 FEET IN WIDTH, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 4; THENCE SOUTH 03°32'42" WEST ALONG THE WEST LINE THEREOF 94.55 FEET TO THE TRUE POINT OF BEGINNING OF THIS CENTERLINE DESCRIPTION; THENCE SOUTH 70°32'13" EAST 86.91 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHEASTERLY 94.43 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°03'12" TO THE EAST LINE OF SAID LOT 4 AND THE TERMINUS OF THIS CENTERLINE DESCRIPTION.

THE SIDE LINES OF THIS DESCRIPTION SHALL BE LENGTHENED OR SHORTENED SO AS TO INTERSECT WITH THE EAST AND WEST LINE OF SAID LOT 4.
STATUTORY WARRANTY DEED

Grantor(s): Laura Barton
Grantee: The City of Bonney Lake
Abbreviated Legal: Lot 4, Short Plat 79-199, Pierce County, WA
Tax Parcel No.: 0519048004

THE GRANTOR(S), Laura Barton, as her separate estate, for and in consideration of mutual benefits and in further consideration of the general public welfare and of the peculiar and special benefits to accrue to us therefrom, do(es) by these presents warrant, grant, and convey to the City of Bonney Lake, for the use of the public, the following described real estate situated in Pierce County, Washington, to the same extent and purposes as if the rights granted had been acquired under the Eminent Domain Statute of the State of Washington, together with any after-acquired title therein, to wit:

Lot 4, as shown on Short Plat No. 79-199, filed with Pierce County Auditor, in Pierce County, Washington

The lands herein described on attached Exhibit A, containing 12,759 square feet, more or less, the specific details concerning all of which are to be found in that certain map of definite location now of record and on file in the Office of the City Engineer, 19306 Bonney Lake Blvd., Bonney Lake, WA 98391.

The Grantor(s) hereby request(s) the Assessor-Treasurer of said County to set-over to the remainder the lien of all unpaid taxes, if any, affecting the real property hereby conveyed, as provided by RCW 84.60.070.
DATED this 17th day of September, 2007.

Laura Barton

STATE OF WASHINGTON  
County of Pierce  
SS.

I certify that I know or have satisfactory evidence that Laura Barton is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: Sept. 17, 2007

SHIRLEY LUKHANG
Name (typed or printed)
Notary Public in and for the State of Washington
Residing at
My appointment expires: 4-14-09

APPROVED as to form only:  
Accepted by:

Kathleen [Signature]  
Attorney for City of Bonney Lake

The City of Bonney Lake  
Date

2 of 2
EXHIBIT A

RIGHT OF WAY
DESCRIPTION OF PARCEL
051904-8-004

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THE SIDE LINES OF THIS DESCRIPTION SHALL BE LENGTHENED OR SHORTENED SO AS TO INTERSECT WITH THE EAST AND WEST LINE OF SAID LOT 4.
Parcel Summary Memo

Northwest Division
111 Main St, Suite 105
Edmonds, WA 98020
(425) 673-5559 (office)
(425) 673-5579 (fax)

Date: October 8, 2007

To: John Woodcock, City Engineer

From: Teri Stevenson, Sr. Administrative Specialist

Subject: 192nd Corridor – Title Report #31034312, dated December 21, 2006

Property Owner: Barton, Laura

Exceptions:

1. Delete – Through escrow
2. Delete – Through escrow
3. Stay – Reservations of oil, coal, etc.
4. Stay – Utility Easement, to be relocated during construction
5. Delete – Not within acquisition area
6. Delete – By acquisition for roadway
7. Stay – Survey
8. Stay – Short Plat

Reviewed and Approved:

City of Bonney Lake

City Engineer

Date: 10-9-07
COMMITMENT FOR TITLE INSURANCE NO. 3103434-2

INQUIRIES SHOULD BE MADE TO:  
UNIT 2  
Andrea Viray  (Title Officer)  
(253)383-0131  
Eliesia Barredale  (Title Assistant)  
303-6121  

Effective Date:  December 21, 2006 at 08:00 AM  

SCHEDULE A

1. Policy or policies to be issued:  
   1992 ALTA Owner's Policy  
   Coverage:  Standard  
   Liability:  $20,000.00  
   Premium:  $350.00  
   Tax:  $30.80  
   Proposed Insured:  
   City of Bonney Lake  

2. The estate or interest in the land described or referred to in this commitment and covered herein is a Fee Simple.  

3. The estate or interest referred to herein is at Date of Commitment vested in:  
   Bruce D Barton and Laura Barton, husband and wife
Commitment No. 3103434-2

(SCHEDULE A CONTINUED)

LEGAL DESCRIPTION

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

Lot(s) 4, as shown on Short Plat No. 79-199, filed with Pierce County Auditor, in Pierce County, Washington.
Commitment No. 3103434-2

SCHEDULE B

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:

GENERAL EXCEPTIONS:

A. Rights or claims disclosed only by possession, or claimed possession, of the premises.

B. Encroachments and questions of location, boundary and area disclosed only by inspection of the premises or by survey.

C. Easements, prescriptive rights, rights-of-way, streets, roads, alleys or highways not disclosed 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 service, installation, connection, maintenance, tap, capacity or construction charges for sewer, water, electricity, natural gas or other utilities, or garbage collection and disposal.

G. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.

H. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.

I. Water rights, claims or title to water.

J. 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.
REQUIREMENTS

The following are the requirements to be complied with:

A. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.

SPECIAL EXCEPTIONS

Payment of the real estate excise tax, if required.

The property described herein is situated within the boundaries of local taxing authority of City of Bonney Lake.

Present rate of real estate excise tax as of the date herein is 1.78 percent.

Any conveyance document must be accompanied by the official Washington State Excise Tax Affidavit. The applicable excise tax must be paid and the affidavit approved at the time of the recording of the conveyance documents.

2. Deed of Trust and the terms and conditions thereof:

Grantor: Bruce D Barton and Laura Barton
Trustee: First American Title Insurance Company
Beneficiary: Equity One
Amount: $268,000.00
Dated: August 18, 2005
Recorded: August 23, 2005
Recording number: 200508230905

Reservations of oil, coal, gas and minerals and/or mineral rights of any nature, and right of entry to explore same, contained in deed:

Executed by: Weyerhaeuser Timber Company
Recording number: 1646342

Easement recorded under recording number 2924104, and the terms and conditions thereof.

Purpose: underground electric system, and incidental purposes
In Favor of: Puget Sound Power & Light Company

5. Well agreement and terms and provisions thereof recorded under recording number 2947317 as amended by instrument recorded under recording number 2951679

Joint Use and Maintenance Agreement and terms and conditions thereof:

Relating to: Access Road
Recorded: August 4, 1989
Recording number: 8908040398

Conditions, Restrictions, Reservations, Easements, Easement Provisions, Dedication, set back lines and statements if any as set forth/delineated on survey number 1888.

Note: the Short Plat is lot 7 of said survey

SCHEDULE B
(Continued)

NOTE:
General and special taxes and charges, paid in full:

Year: 2006
Tax account number: 0519048004
Levy code: 035
Assessed value-land: $135,900.00
Assessed value-improvements: $126,600.00

Amount billed and paid: $2,767.92

NOTE:
The following may be used as an abbreviated legal description on the documents to be recorded to comply with the requirements of RCW 64.04. Said abbreviated legal description is not a substitute for a complete legal description which must also appear in the body of the document.

Lot 4 Short Plat 78-199

END OF SPECIAL EXCEPTIONS
AND
END OF SCHEDULE B
Commitment No. 3103434-2

SCHEDULE B
(Continued)

NOTES:

A. The language contained in the printed Exceptions from coverage and Conditions and Stipulations of the Policy committed for may be examined by inquiry at the office which issued the Commitment, and a specimen copy of the Title Insurance Policy Form(s) referred to in this Commitment will be furnished promptly upon request.

B. In the event the transaction fails to close and this commitment is cancelled, a fee will be charged to comply with the State Insurance Code and the filed schedule of this Company.

C. The following risk deductibles are applicable when the 1998 ALTA Homeowner’s Policy is applied and committed for:

Covered Risks 14, 15, 16 and 18 contained in the ALTA Homeowner’s Policy include certain deductibles and maximum dollar limits to coverage. The covered risks, the deductibles and our maximum dollar limit of liability are shown below:

<table>
<thead>
<tr>
<th>Covered Risk</th>
<th>Your Deductible Amount</th>
<th>Our Maximum Dollar Limit of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>14</td>
<td>1% of policy amount or $2,500.00</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>15</td>
<td>1% of policy amount or $5,000.00</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>16</td>
<td>1% of policy amount or $5,000.00</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>18</td>
<td>1% of policy amount or $2,500.00</td>
<td>$5,000.00</td>
</tr>
</tbody>
</table>

D. Wire transfer instructions for TICOR ESCROW:

Bank Information: Key Bank
127 Public Square
Cleveland, OH 44114
ABA #125000574

Credit To: Ticor Title Company
Account # 479081032548
Reference: 3103434
Commitment for Title Insurance

TICOR TITLE INSURANCE COMPANY, a California Corporation, by Ticor Title Company, a Washington Corporation, its authorized agent, herein call the Company, for a valuable consideration, hereby commits to issue the 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 covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor, all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

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

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate one hundred eighty (180) days after the effective date hereof or when the policy or policies committed for shall issue, which ever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

TICOR TITLE COMPANY, as Agent
ATTENTION: This document has been prepared for both the Buyer and Seller involved in this Real Estate Transaction.

Ticor Title Company
(Member of the Fidelity National Financial, Inc. group of companies)
Fidelity National Financial Group of Companies' Privacy Statement
July 1, 2001

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

In the course of our business, we may collect Personal Information about you from the following sources:

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by us, our affiliates, or others;
- From our internet web sites;
- From the public records maintained by government entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumer or other reporting agencies.

Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

Our Policies and Practices Regarding the Sharing of Your Personal Information

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We also may disclose your Personal Information:

- to agents, brokers or representatives to provide you with services you have requested;
- to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- to others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

Right to Access Your Personal Information and Ability To Correct Errors Or Request Changes Or Deletion

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Privacy Compliance Officer
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

Multiple Products or Services

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.
The following parties have been sent a copy of this commitment:

Parametrix
1231 Friar Avenue, P.O. Box 460
Sunner, WA 88390
Attn: Matt Kastberg   1/1
Land Characteristics for 0519048004

Taxpayer Details
Taxpayer Name: BARTON LAURA L
Mailing Address: 19120 107TH ST E
BONNEY LAKE WA 98391-8002

Location:
LEA: 050511
RTSQQ: 05-19-04-4-2

Amenities
WF Type: Street Type: Street Unpaved

Property Details
Parcel Number: 0519048004
Site Address: 19120 E 107TH - ST
Account Type: Real Property
Category: Land and Improvements
Use Code: 1101-SINGLE FAMILY DWELLING

Size
SF: 54,886
Acres: 1.26
Front Ft: 0

Utilities
Electric: Power Installed
Sewer: Sewer/Septic Installed
Water: Water Installed

Warning: Appraisal data provided is for informational purposes only and is incomplete for determination of value.

I acknowledge and agree to the prohibitions listed in RCW 42.17.260(9) against releasing and/or using lists of individuals for commercial purposes. Neither Pierce County nor the Assessor-Treasurer warrants the accuracy, reliability or timeliness of any information in this system, and shall not be held liable for losses caused by using this information. Portions of this information may not be current or accurate. Any person or entity who relies on any information obtained from this system, does so at their own risk. All critical information should be Independently verified.