



City of Tacoma
Community & Economic
Development Department
747 Market Street, Room 345
Tacoma, WA 98402

AGENCY/DEPARTMENTAL NOTICE OF APPLICATION

Date of notification: April 28, 2011
Application received: April 26, 2011
Application complete: April 26, 2011

Applicant: Cory Shumate, 714 Market Street #303, Tacoma, WA 98402, 253-230-4291

Location: 609 and 613 South 17th Street, Parcel Numbers 20161300080 and 2016130070

File Number(s): MPD2011-40000162467

Proposal: A Boundary Line Adjustment to allow a minor adjustment of a shared parcel line between two existing parcels. No new development is proposed at this time. The site is located in the "DR" Downtown Residential District.

Written **AGENCY/DEPARTMENTAL comments** must be submitted by **May 12, 2011** to the staff contact listed below.

For further information regarding this Notice of Application, **log onto the website at <http://govme.org> and select "Permit Information" then "Land Use Notices"**

Documents to Evaluate the Proposal: Survey Map, Lot Closure Report, March 16, 2011 Title Report, and Land Use Application

Studies Requested: Not applicable to this proposal

Other Required Permits: None identified

Applicable Regulations of the Tacoma Municipal Code:

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

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

Staff contact:

Cheri Gibbons, Associate Planner

747 Market St, Room 345, Tacoma, WA 98402; 253-591-5379; cgibbons@cityoftacoma.org

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

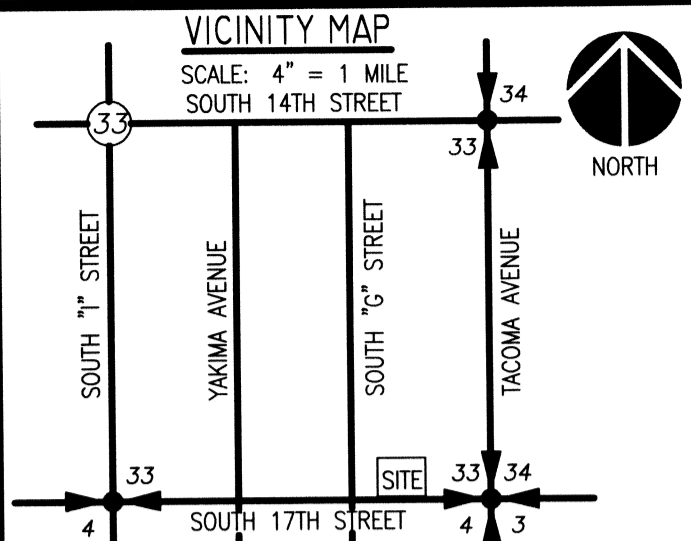
The City of Tacoma does not discriminate on the basis of disabilities in any of its programs or services.

Upon request, special accommodations can be provided within five (5) business days by contacting the City Clerk's Office at 591-5171 (voice) or 591-5058 (TDD)



City of Tacoma
Community & Economic Development Department
747 Market Street, Room 345
Tacoma, WA 98402





OWNER'S STATEMENT
 THIS BOUNDARY LINE ADJUSTMENT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE OWNER'S.

CORY SHUMATE, MANAGING MEMBER, 609 S. 17TH STREET LLC

I HEREBY CERTIFY THAT THE ABOVE INDIVIDUAL SIGNED AS A FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES HEREIN MENTIONED GIVEN UNDER MY HAND AND SEAL THIS ____ DAY OF _____ 2011

NOTARY PUBLIC FOR THE STATE OF WASHINGTON. RESIDING AT _____

CITY OF TACOMA BOUNDARY LINE ADJUSTMENT

A PORTION OF NE1/4 OF THE SE1/4 OF SECTION 5, TOWNSHIP 20 NORTH, RANGE 3 EAST, W.M.

ORIGINAL TRACT ASSESSOR'S PARCEL NOS. 201613-0080 AND 201613-0070

MPD2011-000XX APPROVAL OF THIS BOUNDARY LINE ADJUSTMENT IS NOT A GUARANTEE THAT FUTURE PERMITS WILL BE ISSUED

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

 BUILDING OFFICIAL DATE _____

APPROVED FOR RECORDING

 CITY SURVEYOR DATE _____

CITY TREASURER
 I HEREBY CERTIFY THAT ALL DELINQUENT ASSESSMENTS HERETOFORE LEVIED AGAINST THE PROPERTY DESCRIBED HEREON, ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE, HAVE BEEN FULLY PAID AND DISCHARGED.

 CITY TREASURER DATE _____

OLD LEGAL DESCRIPTIONS

(PARCELS "A" & "B" PER OLD REPUBLIC TITLE REPORT NO. 5207089175, DATED OCTOBER 21, 2010)

PARCEL "A" (PC ASSESSOR PARCEL 2016130070)

THE EAST 41 FEET OF THE WEST 87 FEET OF LOTS 11 AND 12, BLOCK 1613, MAP OF NEW TACOMA, WASHINGTON TERRITORY, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 1G, RECORDS OF PIERCE COUNTY WASHINGTON.

PARCEL "B" (PC ASSESSOR PARCEL 2016130080)

THE EAST 33 FEET OF LOTS 11 AND 12, BLOCK 1613, MAP OF NEW TACOMA, WASHINGTON TERRITORY, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 1G, RECORDS OF PIERCE COUNTY WASHINGTON.

TOGETHER WITH THE WESTERLY 10 FEET OF ALLEY ABUTTING THEREON, VACATED BY ORDINANCE NO. 3070 OF THE CITY OF TACOMA.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

NEW LEGAL DESCRIPTIONS

(PARCELS "A" & "B" PER OLD REPUBLIC TITLE REPORT NO. 5207089175, DATED OCTOBER 21, 2010)

PARCEL "A" (PC ASSESSOR PARCEL 2016130070)

THE EAST 21 FEET OF THE WEST 67 FEET OF LOTS 11 AND 12, BLOCK 1613, MAP OF NEW TACOMA, WASHINGTON TERRITORY, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 1G, RECORDS OF PIERCE COUNTY WASHINGTON.

PARCEL "B" (PC ASSESSOR PARCEL 2016130080)

THE EAST 63.06 FEET OF LOTS 11 AND 12, BLOCK 1613, MAP OF NEW TACOMA, WASHINGTON TERRITORY, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 1G, RECORDS OF PIERCE COUNTY WASHINGTON.

TOGETHER WITH THE WESTERLY 10 FEET OF ALLEY ABUTTING THEREON, VACATED BY ORDINANCE NO. 3070 OF THE CITY OF TACOMA.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

SURVEY NOTES

1. FIELD SURVEY PERFORMED IN NOVEMBER, 2010
2. THIS SURVEY WAS PERFORMED BY FIELD TRAVERSE WITH FINAL RESULTS MEETING OR EXCEEDING THE CURRENT TRAVERSE STANDARDS CONTAINED IN W.A.C. 332-130-090. ALL MEASUREMENTS WERE MADE WITH A TRIMBLE ROBOTIC TOTAL STATION IN ACCORDANCE WITH THE EQUIPMENT MANUFACTURER'S SPECIFICATIONS.

REFERENCES

1. RECORD OF SURVEY AFN 200310075002
2. RECORD OF SURVEY AFN 200403245002
3. PLAT OF NEW TACOMA
4. BOUNDARY LINE ADJUSTMENT AFN 200602015004

AREAS

PARCEL 'A' - 1,050 SF
 PARCEL 'B' - 3,152 SF
 TOTAL BOUNDARY - 4,202 SF

ASSESSOR / TREASURER

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

 ASSESSOR / TREASURER DATE _____

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS ____ DAY OF _____ 2011 AT ____ M. IN BOOK ____ OF ____ AT PAGE ____ AT THE REQUEST OF _____

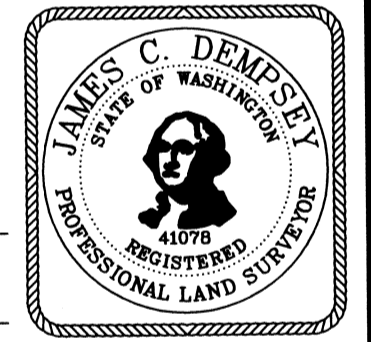
AUDITOR'S FEE NO. _____
 FEE _____

 DEPUTY COUNTY AUDITOR

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT, AT THE REQUEST OF CORY SHUMATE

 IN APRIL OF 2011



JAMES C. DEMPSEY, PLS NO. 41078
 DATE _____

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

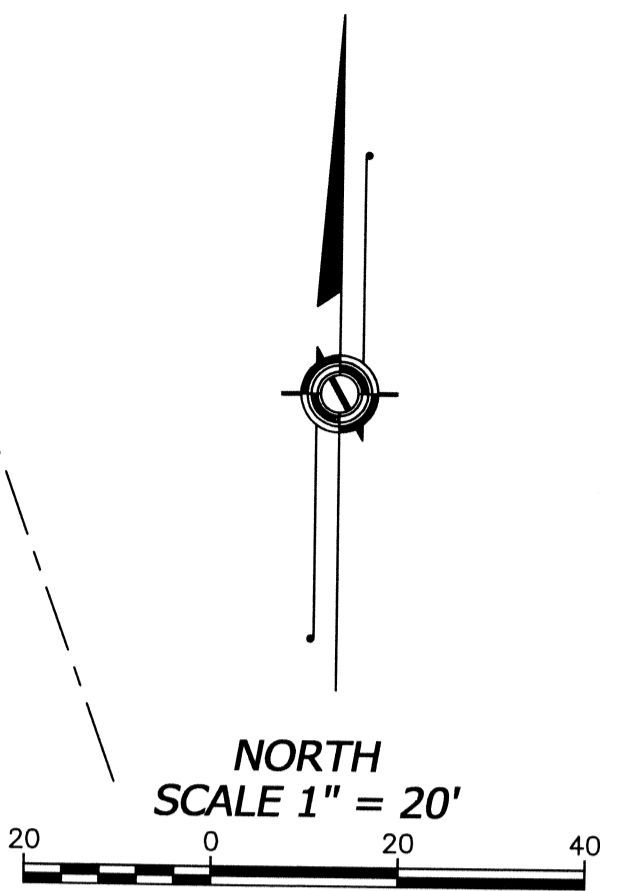
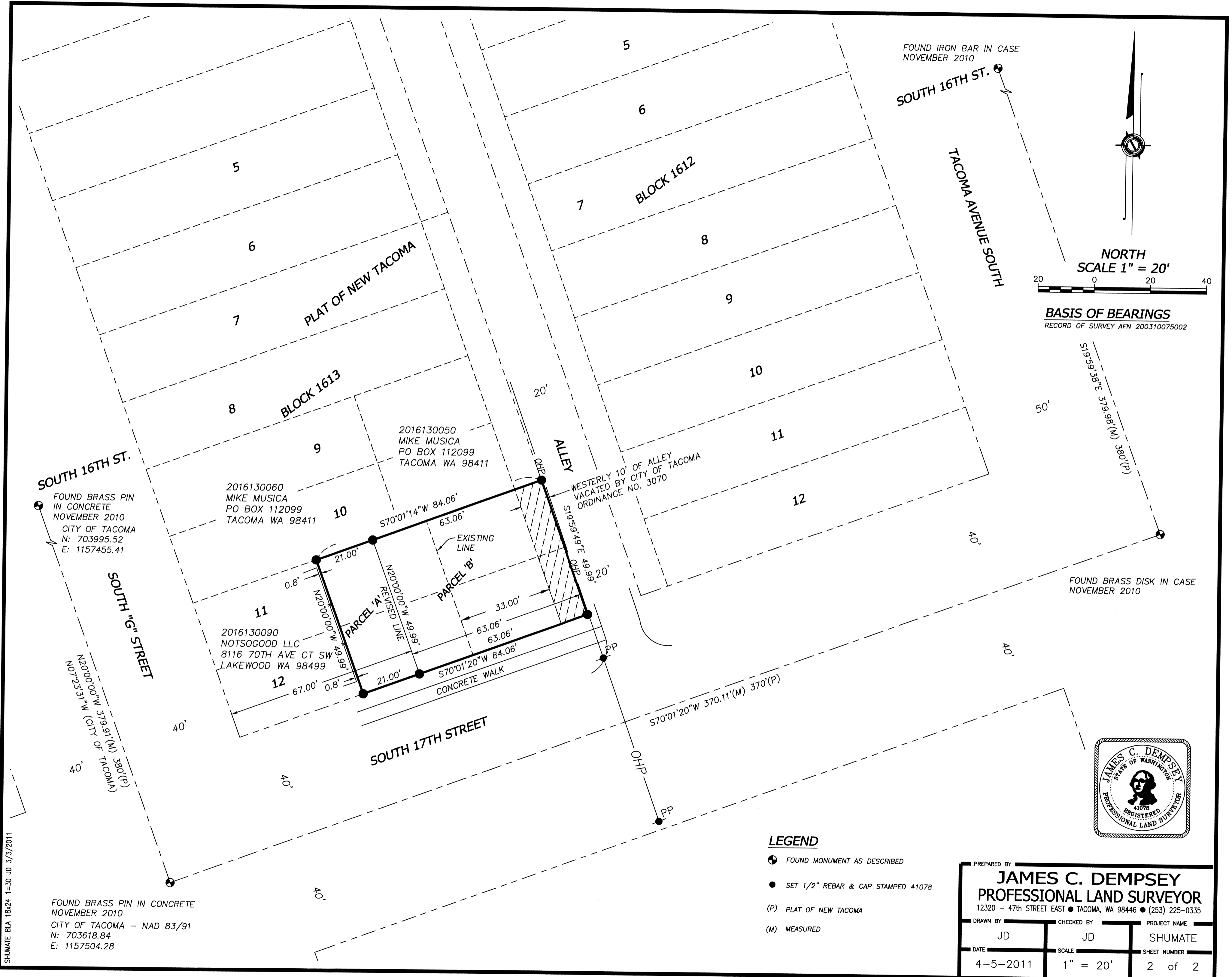
ORIGINAL TRACT OWNERS

NAME: CORY SHUMATE
 ADDRESS: 714 MARKET STREET #303
 CITY: TACOMA WA 98405 PHONE: (253)230-4291
 EXISTING ZONING: DR - DOWNTOWN RESIDENTIAL
 SOURCE OF WATER: CITY OF TACOMA
 SEWER SYSTEM: CITY OF TACOMA
 WIDTH & TYPE OF ACCESS: 80' PUBLIC ROADWAY

PREPARED BY
JAMES C. DEMPSEY
PROFESSIONAL LAND SURVEYOR
 12320 - 47th STREET EAST • TACOMA, WA 98446 • (253) 225-0335

DRAWN BY JD	CHECKED BY JD	PROJECT NAME SHUMATE
DATE 4-5-2011	SCALE N/A	SHEET NUMBER 1 of 2

SHUMATE BLA 18x24 1=30 JD 3/3/2011

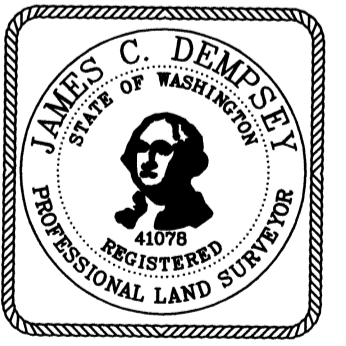


BASIS OF BEARINGS
RECORD OF SURVEY AFN 200310075002

SHUMATE B/LA 18x24 1=30 JD 3/3/2011

FOUND BRASS PIN IN CONCRETE
NOVEMBER 2010
CITY OF TACOMA - NAD 83/91
N: 703618.84
E: 1157504.28

- LEGEND**
- FOUND MONUMENT AS DESCRIBED
 - SET 1/2" REBAR & CAP STAMPED 41078
 - (P) PLAT OF NEW TACOMA
 - (M) MEASURED



PREPARED BY		
JAMES C. DEMPSEY		
PROFESSIONAL LAND SURVEYOR		
12320 - 47th STREET EAST • TACOMA, WA 98446 • (253) 225-0335		
DRAWN BY	CHECKED BY	PROJECT NAME
JD	JD	SHUMATE
DATE	SCALE	SHEET NUMBER
4-5-2011	1" = 20'	2 of 2

BOUNDARY.txt

Parcel name: BOUNDARY

North: 10380.49966257 East : 6058.23565821
Line Course: S 20-00-00 E Length: 49.99
North: 10333.52442846 East : 6075.33324517
Line Course: N 70-01-20 E Length: 84.06
North: 10362.24400298 East : 6154.33495173
Line Course: N 19-59-49 W Length: 49.99
North: 10409.22014883 East : 6137.23986996
Line Course: S 70-01-14 W Length: 84.06
North: 10380.49827626 East : 6058.23899885

Perimeter: 268.09 Area: 4,202 sq. ft. 0.10 acres

Mapcheck Closure - (Uses listed courses and chords)
Error Closure: 0.00361687 Course: S 67-27-44 E
Error North: -0.001386315 East : 0.003340642
Precision 1: 74,124.86

PARCEL A.txt

Parcel name: PARCEL A

North: 10380.49966257 East : 6058.23565821
Line Course: S 20-00-00 E Length: 49.99
North: 10333.52442846 East : 6075.33324517
Line Course: N 70-00-00 E Length: 21.00
North: 10340.70685147 East : 6095.06679021
Line Course: N 20-00-00 W Length: 49.99
North: 10387.68208558 East : 6077.96920324
Line Course: S 70-00-00 W Length: 21.00
North: 10380.49966257 East : 6058.23565821

Perimeter: 141.98 Area: 1,050 sq. ft. 0.02 acres

Mapcheck Closure - (Uses listed courses and chords)
Error Closure: 0.00000000 Course: S 90-00-00 E
Error North: 0.00000000 East : 0.00000000
Precision 1: 141,980,000.00

PARCEL B.txt

Parcel name: PARCEL B

North: 10387.68208558 East : 6077.96920324
Line Course: S 20-00-00 E Length: 49.99
North: 10340.70685147 East : 6095.06679021
Line Course: N 70-01-47 E Length: 63.06
North: 10362.24389919 East : 6154.33498721
Line Course: N 19-59-49 W Length: 49.99
North: 10409.22004504 East : 6137.23990543
Line Course: S 70-01-38 W Length: 63.06
North: 10387.68041128 East : 6077.97264822

Perimeter: 226.09 Area: 3,152 sq. ft. 0.07 acres

Mapcheck Closure - (Uses listed courses and chords)
Error Closure: 0.00383030 Course: S 64-04-47 E
Error North: -0.001674303 East : 0.003444978
Precision 1: 59,029.32

Owner's Policy of Title Insurance

American Land Title Association Owner's Policy 6-17-06



Policy Number A46047-OX-103575

Issued by Old Republic National Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from:
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

Issued through the Office of:
Old Republic Title, Ltd.
4114 198th Street SW, Suite 4
Lynnwood, WA 98036

Old Republic National Title Insurance Company
400 Second Avenue South
Minneapolis, Minnesota 55401

Authorized Signatory

By

President

Attest

Secretary

EXCLUSIONS FROM COVERAGE

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

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

Old Republic National Title Insurance Company
400 Second Avenue South Minneapolis, Minnesota 55401

SCHEDULE A

Policy No:	A46047-OX-103575	Amount of Insurance:	\$ 42,000.00
Order No:	5207089175	Premium:	\$ 215.00
Date of Policy:	March 16th, 2011 at 3:12:00 PM	Address Reference:	609 and 613 South 17th Street Tacoma, WA 98409

1. Name of Insured:

609 S. 17TH STREET, LLC, a Washington limited liability company

2. The estate or interest in the Land that is insured by this policy is:

Fee

3. Title is vested in:

609 S. 17TH STREET, LLC, a Washington limited liability company

4. The Land referred to in this policy is described as follows:

PARCEL A:

The East 41 feet of the West 87 feet of Lot(s) 11 and 12, Block 1613, MAP OF NEW TACOMA, WASHINGTON TERRITORY, according to the plat thereof recorded in Volume 1 of Plats, page(s) 1G, records of Pierce County, Washington.

SITUATE in the County of Pierce, Washington.

Tax Parcel No. 201613-007-0

PARCEL B:

The East 33 feet of Lot(s) 11 and 12, Block 1613, MAP OF NEW TACOMA, WASHINGTON TERRITORY, according to the plat thereof recorded in Volume 1 of Plats, page(s) 1G, records of Pierce County, Washington;

TOGETHER WITH the Westerly 10 feet of alley abutting thereon, vacated by Ordinance No. 3070 of the City of Tacoma.

SITUATE in the County of Pierce, State of Washington.

SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Encroachments, or questions of location, boundary and/or area which an accurate survey may disclose.
2. Easements or claims of easements not disclosed by the public records.
3. Rights or claims of parties in possession not disclosed by the public records.
4. Any lien or right to lien for services, material, labor, and/or contributions to an employee benefit fund or State Workers' Compensation that is not disclosed by the public records.
5. Exceptions and reservations in United States patents, Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements and equitable servitudes. Water rights, claims or title to water.
6. Any service, installation or general connection charges for sewer, water, electricity, telephone, gas and/or garbage removal.
7. General taxes not now payable; special assessments and/or special levies, if any, that are not disclosed by the public records.
8. Any private easements/rights in favor of the owners of other lots within the subdivision, which the herein described property is a part of, lying within the former lines of vacated alley.

ENDORSEMENT

Attached to:
Policy No: A46047-OX-103575
Order No: 5207089175



**OLD REPUBLIC NATIONAL
TITLE INSURANCE COMPANY**
a Corporation, of Minneapolis, Minnesota

The Company hereby assures the Insured that the Company will not deny liability under the policy or any endorsements issued therewith solely on the grounds that the policy and/or endorsement(s) were issued electronically and/or lack of signatures in accordance with Paragraph 15(c) of the Conditions.


This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

Countersigned:

By 

Validating Officer

By  President
Attest  Secretary

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or

effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.
- To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
- Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.
- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
- (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
- (i) the Amount of Insurance shall be increased by 10%, and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of laws principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499.



Land Use Permit Application

Before submitting this form, review the instruction sheet for the type of permit for which you are applying.
 Ask staff at the address above for the appropriate instruction sheet.

Type of Permit			For Office Use Only
<input checked="" type="checkbox"/> Boundary Line Adjustment	<input type="checkbox"/> Site Approval	<input type="checkbox"/> Variance	File No. <u>40000162467</u>
<input type="checkbox"/> Binding Site Plan	<input type="checkbox"/> Special/Conditional Use	<input type="checkbox"/> Waiver	Env. Checklist yes / no
<input type="checkbox"/> Plat	<input type="checkbox"/> Special Development	<input type="checkbox"/> Exception	Concurrency yes / no
<input type="checkbox"/> Short Plat	<input type="checkbox"/> Temporary Use	<input type="checkbox"/> Other: _____	Pre-app meeting yes / no
<input type="checkbox"/> Reclassification			Planner at mtg. _____

Applicant		Relationship to Property:
Name:	<u>Cory SHUMATE</u>	<input checked="" type="checkbox"/> Owner
Mailing Address:	<u>714 MARKET ST #303</u>	<input type="checkbox"/> Lessee
City & Zip Code:	<u>Tacoma 98402</u>	<input type="checkbox"/> Contract Purchaser
Phone: (Work)	<u>(253) 230-4291</u>	<input type="checkbox"/> Other: _____
(Fax)		
E-mail Address:	<u>cory@sustainingbuildnw.com</u>	

Property Description			
Site Address: (or nearest intersection if no address)	<u>609 + 613 S. 17th st.</u>		
Assessor's Parcel Number(s):	<u>2016130080</u>	Section	Township
	<u>2016130070</u>		Range
Legal Description: (may be attached)	<u>Attached</u>		
Is there a wetland on the site?	yes <input checked="" type="radio"/> no <input type="radio"/> If yes, please describe: _____		

Property Owners (if different from applicant)	
Name:	<u>609 S. 17th st. LLC</u>
Mailing Address:	<u>714 Market St. #303</u>
City & Zip Code:	<u>Tacoma 98402</u>
Phone: (Work)	<u>(253) 230-4291</u>
(Home)	
(Fax)	

Current Use of Property

Please describe how the property is currently being used and what structures exist.

Vacant - No Structures

Proposal

Please describe your proposal. To help you write your description, review the requirements and criteria for the permit for which you are applying. *Please address the permit requirements and criteria in your description below, or if more appropriate, in the maps and attachments you provide.*

Move the existing boundary line of the two parcels 20 ft. to the west.

Attachments

Please review the instruction sheet to determine what attachments must be submitted with your application. Types of attachments that may be required are:

- Site plans, floor plans and building elevations.
- Building or site sections.
- Landscape plans.
- Question sheets or studies.



I hereby state that I am the applicant listed above and that the foregoing statements and answers herein made, all information and evidence herein made, and all information and evidence herewith submitted are, in all respects and to the best of my knowledge and belief, true and complete. I understand that the filing fee accompanying this application is not refundable, is only for the purpose of partially defraying the normal administrative expenses of processing the application, and that the payment of said fee does not result in automatic issuance of the permit requested in this application.

Signature

4/14/11

Date

Received, Public Works Department

4/26/11

Date

PROPERTY OWNER'S AUTHORIZATION:

I, Cory Shumate, being duly sworn, attest that I am a property owner owning property shown on the accompanying map, and that I authorize the submittal of a boundary line adjustment on the subject property to the City of Tacoma for preliminary approval.

I, Cory Shumate, Managing General Partner of 609 S. 17th Street LLL, a Washington General Partnership, being duly sworn, attest that I am authorized to make decisions concerning the property shown on the accompanying map, and that I authorize the submittal of a boundary line adjustment on the subject property to city of Tacoma for preliminary approval.

[Handwritten Signature]
SIGNATURE

SUBSCRIBED AND SWORN TO ME THIS 21
DAY OF April, 2011

[Handwritten Signature]
Notary Public in and for the State of
Washington, residing at 2317 Pacific Avenue

