


First American Title Of Jefferson County
2424 South Park Avenue, PO Box 598
Port Townsend, WA 98368
Phone: (360) 385-1322
Fax: (360) 385-1877

Agent for:

FIRST AMERICAN TITLE INSURANCE COMPANY

 First American Title	Litigation Guarantee
	ISSUED BY First American Title Insurance Company
Guarantee	GUARANTEE NUMBER 5015853-1505

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE,

FIRST AMERICAN TITLE INSURANCE COMPANY

a California corporation, herein called the Company

GUARANTEES

the Assured named in Schedule A of this Guarantee

herein called the Assured, against loss not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records, on the Date of Guarantee shown in Schedule A,

1. The title to the herein described land was vested in the vestee named, subject to the matters shown as exceptions herein, which exceptions are not necessarily shown in the order of their priority; AND
2. The necessary parties defendant in an action to foreclose on Instrument No. are as herein stated.

First American Title Insurance Company



Dennis J. Gilmore

Dennis J. Gilmore
President

Timothy Kemp

Timothy Kemp
Secretary



SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:

(a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.

(b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.

(c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.

2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:

(a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land

expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.

(b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.

(c) The identity of any party shown or referred to in Schedule A.

(d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

(a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.

(b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.

(c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

(e) "date": the effective date.

2. Notice of Claim to be Given by Assured Claimant.

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided,

however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

(a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.

(c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

LITIGATION GUARANTEE

Commitment No.: **53464**
Guarantee No.: **5015853-1505**
Effective Date: **7/01/2011 at 8:00 A.M.**
Liability: **\$ 10,000.00**
Premium: **\$ 400.00**
Sales Tax: **\$ 36.00**
Reference: **APN 001 064 022**

Assured: **Jefferson County Treasurer**

To: **Jefferson County Treasurer
Sabrina Hathaway
P O Box 571
Port Townsend, WA 98368**

The estate or interest in the land described or referred to in this schedule covered by this Guarantee is:

Fee Simple

Title to said estate or interest at the date hereof is vested in

Michael J. Brown and Rachel M. Brown, husband and wife

The land referred to in this guarantee is located in the County of **Jefferson**, State of **Washington**, and described as follows:

Lot 1, Cook Short Plat, as per plat recorded in Volume 1 of Short Plats, page 157, records of Jefferson County, Washington.

Situate in the County of Jefferson, State of Washington.

Exceptions:

1. Delinquent General Taxes.

Year: 2008
Amount Billed: \$ 6,914.90
Amount Paid: \$ 0.00
Amount Due: \$ 6,914.90, plus interest and penalty
Tax Account No.: 001 064 022
Assessed Value: \$ 80,940.00

Delinquent General Taxes.

Year: 2009
Amount Billed: \$ 662.40
Amount Paid: \$ 0.00
Amount Due: \$ 662.40, plus interest and penalty
Tax Account No.: 001 064 022
Assessed Value: \$ 80,940.00

Delinquent General Taxes.

Year: 2010
Amount Billed: \$ 657.78
Amount Paid: \$ 0.00
Amount Due: \$ 657.78, plus interest and penalty
Tax Account No.: 001 064 022
Assessed Value: \$ 80,940.00

Delinquent General Taxes.

Year: 2011
Amount Billed: \$ 731.30
Amount Paid: \$ 0.00
Amount Due: \$ 731.30, plus interest and penalty
Tax Account No.: 001 064 022
Assessed Value: \$ 80,940.00

2. Agreement and the terms and conditions thereof:

Between: Jefferson County, a municipal corporation
And: United States of America
Recorded: August 5, 1950
Recording No.: 123478
Regarding: Installations upon right of way (underground communication cable line)

3. Easement, including terms and provisions contained therein:

Recorded: September 12, 1972
Recording No.: 214956
For: Ingress, egress and utilities
Affects: South 30 feet

4. Restrictions, conditions, dedications, notes, easements and provisions contained and/or delineated on the face of the short plat recorded under Jefferson County Recording No. 269548.

5. Claim of lien by the State of Washington Department of Social and Health Services.
 - Against: Rachel M. & Michael J. Brown
 - Amount: \$ Undisclosed
 - Recorded: November 9, 1988
 - Recording No.: 318121

6. Claim of lien by the State of Washington Department of Social and Health Services.
 - Against: Michael J. Brown
 - Amount: \$375.00
 - Recorded: April 23, 2001
 - Recording No.: 442914

7. Judgment.
 - In favor of: State of Washington
 - Against: Michael Brown
 - Amount: \$ 1,110.01, together with interest, costs and attorneys fees, if any
 - Filed: November 24, 2003
 - Judgment No.: 01-9-00064-5
 - Cause No.: 01-1-00015-8

8. Judgment.
 - In favor of: Jefferson County, a political subdivision of the State of Washington
 - Against: Michael and Rachel Brown, husband and wife
 - Amount: \$ 240.00, together with interest, costs and attorneys fees, if any
 - Filed: June 8, 2007
 - Judgment No.: 07-9-00413-5
 - Cause No.: 07-2-00034-7
 - Attorney for Judgment Creditor: Juelanne Dalzell

This Guarantee is restricted to the use of the Assured and is only for the purpose of providing information to facilitate (foreclosure of a mortgage described in Schedule B) (Forfeiture of a contract described in Schedule B) (litigating some matter of title) affecting the land described in Schedule A. The Company shall have no liability for any reliance hereon except for the purpose for which this Guarantee is issued. This Guarantee is not a commitment nor an obligation by the company to issue any policy or policies of title insurance insuring said land, and it is not to be used as a basis for closing any transaction affecting title to said land.


Upon request within 60 days from the effective date of this Guarantee, the Company will extend the effective date of this Guarantee, by endorsement to include the recording of a (Notice of Trustee's Sale) (Notice of Lis Pendens) (Notice of intent to Forfeit). Such an endorsement will show as additional exceptions, and therefore exclude from coverage, those matters attaching subsequent to the effective date of the Guarantee but prior to the issuance of the endorsement.

The Company may, BUT IS NOT OBLIGATED TO, issue additional endorsements extending the effective date of the Guarantee at the request of the assured. The fee for such Endorsement will be charged according to the Company's filed Rae Schedule for such endorsement. The Company will not, and accepts no obligation to, issue an endorsement extending the effective date to, or beyond, the date of any foreclosure sale of the premises, or date of forfeiture.

Attention is invited to the Soldiers' and Sailors' Civil Relief Act of 1940 and amendments thereto which could limit or inhibit a foreclosure or forfeiture action.

Attention is invited to the Federal Tax Lien Act of 1966 and amendments thereto which, among other things, provides for the giving of written notice in a specific manner to the Secretary of the Treasury or his delegate as a requirement for discharge or divestment of a federal tax lien. Upon request, the 30th day preceding the date of sale or forfeiture, the Company will issue an endorsement identifying any federal tax liens which may have been placed of record subsequent to the effective date of this Guarantee; however, the Company accepts no responsibility for determining said 30th day nor for issuing such endorsement without request therefor.

Attention is invited to Section 1825 (b) (2) in Title 12 of the United States Code which may require the consent of an agency of the United States for any foreclosure sale or forfeiture to be effective.

By:  _____
Rochelle Lewis, Title Officer

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured 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 Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

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

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

7. Determination and Extent of Liability.

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

(a) the amount of liability stated in Schedule A or in Part 2;
(b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or

(c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

interest subject to any defect, lien or encumbrance assured against by this Guarantee.

8. Limitation of Liability.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any 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 therefrom, adverse to the title, as stated herein.

(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

10. Payment of Loss.

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. Arbitration.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation.

All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

13. Liability Limited to This Guarantee; Guarantee Entire Contract.

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707.**



First American Title

THIS SPACE PROVIDED FOR RECORDER'S USE
 223 504
JEFFERSON TITLE COMPANY
 AUG 19 PM 3:44
 REC'D BY AUDITOR
A. Huguid

FILED FOR RECORD AT REQUEST OF

JEFFERSON TITLE COMPANY, INC.
R-29553

WHEN RECORDED RETURN TO

Name: Michael J. Brown
Rachel M. Brown
 Address: 1508 Brush College Rd., N.W.
P.O. Box 13325
 City, State, Zip: Salem, OR 97304 97303 302569

Statutory Warranty Deed

THE GRANTOR **JOHN H. COOK and GERTRUDE JANE COOK, husband and wife**

for and in consideration of **TEN DOLLARS AND OTHER VALUABLE CONSIDERATION**

in hand paid, conveys and warrants to **MICHAEL J. BROWN and RACHEL M. BROWN, husband and wife**

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

Lot 1, Cook Short Plat; as per plat recorded in Volume 1 of Short Plats, page 157, records of Jefferson County, Washington.

SUBJECT TO: Possible future Local Utility District Assessments; License recorded under Auditor's File No. 123478; Easement recorded under Auditor's File No. 214956; Notice to potential purchaser's as delineated on the face of said Short Plat.

SUBJECT TO: Contract of sale dated July 10, 1980, recorded July 11, 1980, in favor of Edward C. Helman and Edajane A. Helman, husband and wife, recorded under Auditor's File No. 266488, which the Grantor's herein, their heirs, successors and assigns agree to continue to pay according to its terms.

JEFFERSON COUNTY EXCISE TAX
 Aff. No. 53161
 Date Paid 8-19-86 Amt. 127.91
 By J. M. Johnson Deputy
 TREASURER

Dated July 7, 19 86

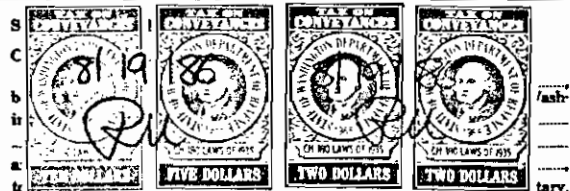
John H. Cook
 John H. Cook

Gertrude Jane Cook
 Gertrude Jane Cook

STATE OF WASHINGTON
 COUNTY OF Jefferson

On this day personally appeared before me John H. Cook and Gertrude Jane Cook to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 19th day of August, 19 86
Ucky J. Ackhart
 Notary Public in and for the State of Washington, residing at S. Dulles
 my appointment expires: 12-1-86



respectively, of _____
 the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____ authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.
 Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of Washington,
 residing at _____

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LICENSE FOR INSTALLATIONS UPON RIGHT OF WAY

THIS AGREEMENT, made this 8 day of Aug, 1950, by and between

Jefferson County, a Municipal Corporation

hereinafter called the "Licensor", and THE UNITED STATES OF AMERICA, hereinafter called the "Government"
WITNESSETH:

THAT, for and in consideration of the sum of 750 Dollars (\$ 750) and other good
and valuable considerations

the receipt and sufficiency of which are hereby acknowledged, and in con-
sideration of the mutual covenants, promises, and agreements herein made, the licensor hereby grants to
the Government a license to construct, operate, maintain, renew, and remove a underground

communication cable line

TYPE OF INSTALLATION

along, across, beneath, and over the right-of-way and property of the licensor at the following
location, viz:

within the right of way limits of the Cape George, 28th Street Extension
Road, and across the Southeast quarter (SE₁), Northwest quarter (NW₁),
Southeast quarter (SE₂), the Northeast quarter (NE₁), Southwest quarter
(SW₁), Southeast quarter (SE₂), the Southwest quarter (SW₂), Southwest
quarter (SW₃), Southeast quarter (SE₃) all in section six (6), Township
thirty (30) North, Range one (1) west, etc., and the Northwest quarter
(NW₁), Northwest quarter (NW₂), Northeast quarter (NE₁), Section seven
(7), Township thirty(30) North, Range one (1) west, etc.

is the County of Jefferson, State of Kentucky

for use in connection with a Department of The Army

establishment known as Harbor defenses and upon the following terms,
provisions, and conditions:

- I. All installations placed upon said right-of-way by the Government shall be
and remain the property of the Government and may be removed therefrom by
the Government at any time.
- II. The construction, operation, maintenance, renewal, and removal of said
installations shall be accomplished by the Government at its sole cost
and expense and in such a manner as will at all times enable the Licensor
to use the surface of the right-of-way.
- III. In the event of any future alterations of the property of the Licensor or
of the line or grade of the right-of-way necessitating changes to said
installations, the Government will make such changes to its installations
as may be necessary in connection with said alterations.
- IV. The Licensor shall not be liable for damages to property or injuries to
persons arising from the construction, operation, maintenance, renewal,
or removal of said installations by the Government.

This agreement, with the rights and privileges herein granted, shall be subject to cancellation or termination only by mutual agreement of the parties, or in the event the terms and conditions hereof are not fulfilled, or in the event the Government abandons the use of the premises for the purposes herein granted. In either of the latter two events, cancellation may be effected by either party hereto upon thirty (30) days' written notice to the other; and upon the expiration of said thirty (30) days after service of such notice, this agreement and the rights and privileges hereby granted, as well as the obligations hereby imposed upon the parties, shall absolutely cease and determine.

VI. The Government hereby covenants and agrees that, on or before the termination of this license, it will remove said installations and the apparatuses connected therewith from the premises of the Licensor and restore said premises to the condition existing at the time of entering upon the same under this license, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Government has no control excepted.

VII. All expenditures to be made by the Government under the provisions of this agreement shall be subject to appropriations being available for the purpose.

VIII. No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this agreement or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company if the agreement be for the general benefit of such corporation or company.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be properly executed by their duly authorized representatives as of the day and year first above written.



Jefferson county

BY Grace Aung
Judge, said county
Commissioners

Title

ATTEST:

J. J. Richmond
County Clerk

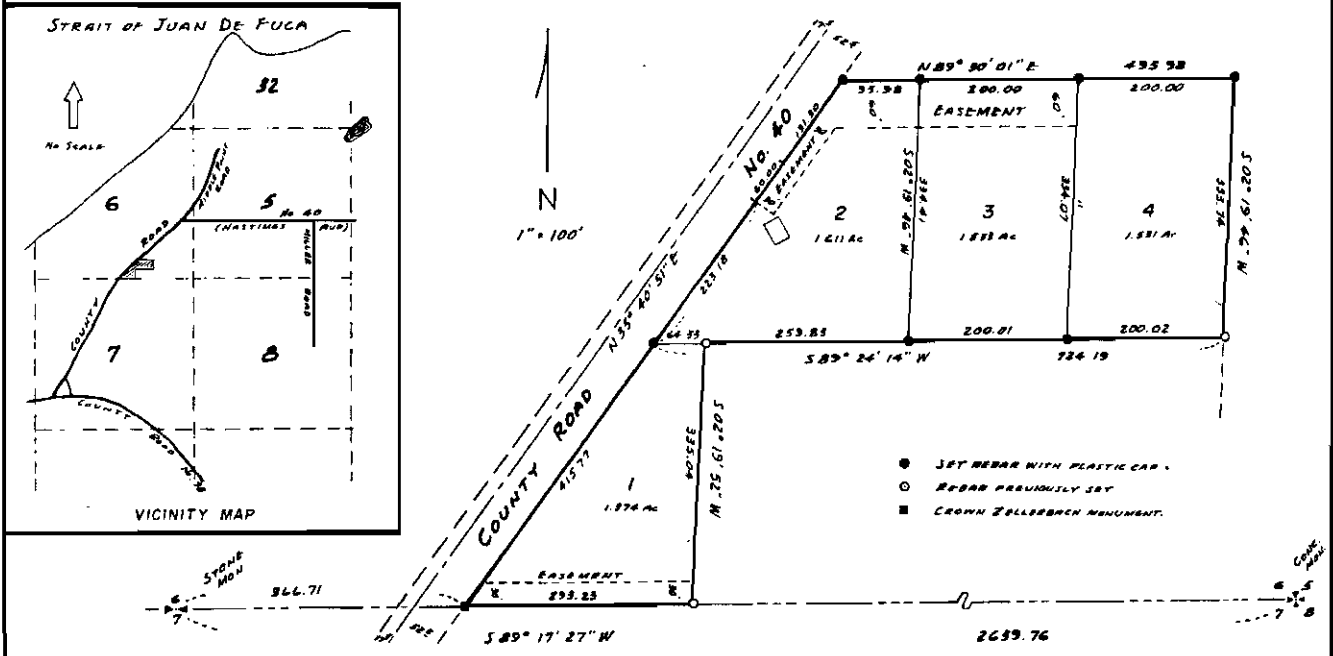
UNITED STATES OF AMERICA

*Project of water
refrigeration
to
United States
at Council*

RECORDED AT 11:30 A.M.
AUG 8 1950
NOTED & FILED
By Grace Aung
County Clerk

COOK SHORT PLAT

PORTION OF SEC. 6, TWP. 30 N., R. 1 W., W. M.



NOTICE TO POTENTIAL PURCHASERS

- CONTACT THE JEFFERSON COUNTY HEALTH DEPT REGARDING REGULATORY GUIDELINES PRIVATE AND PUBLIC WELL AND SEWER DISPOSAL SYSTEM SET-BACK REQUIREMENTS.
- APPROVAL OF THIS SUBDIVISION DOES NOT CONSTITUTE APPROVAL OF EACH LOT FOR AN-SITE SEWER DISPOSAL SYSTEM. APPROVAL OF EACH SITE WILL BE CONDITIONAL ON BUILDING FOOT PRINT, CONTOUR, AND SOIL OF INDIVIDUAL LOTS.
- A POTABLE WATER SUPPLY IS NOT SUPPLIED TO LOTS.
- LOT 1 IS RESTRICTED TO THE EXISTING ACCESS ONTO COUNTY ROAD NO 40 AS PERMIT NO 80-11-5-1 ON FILE AT THE JEFFERSON COUNTY PUBLIC WORKS DEPT LOTS 2, 3, AND 4 ARE RESTRICTED TO THE EXISTING ACCESS ONTO COUNTY ROAD NO 40 AS PERMIT NO 80-11-5-1 ON FILE AT THE JEFFERSON CO PUBLIC WORKS DEPT AND AS SHOWN ON THE FACE OF THIS PLAT.
- LOTS CREATED HEREIN SHALL NOT BE FURTHER DIVIDED IN ANY MANNER WITHIN A PERIOD OF FIVE (5) YEARS WITHOUT THE FILING OF A FINAL LONG PLAT.

DECLARATION OF EASEMENT

AN EASEMENT IS HEREBY RESERVED AND GRANTED TO THE OWNERS OF LOTS 3 AND 4 AND THEIR RESPECTIVE SUCCESSORS AND HEIRS FOR THE PURPOSES OF INHERENT RIGHTS, AND UTILITIES, SEWER, UNDER, AND ACROSS A STRIP OF LAND THIRTY (30) AND SIXTY (60) FEET IN WIDTH. SAID EASEMENT SHALL RUN ACROSS LOTS 2 AND 3 AS PLATTED AND SHOWN HEREON.

AN EASEMENT FOR INHERIT, PASSES AND UTILITIES, THIRTY (30) FEET WIDE ACROSS LOT 1 AS RECORDED UNDER AUDITOR'S NO 21493C, VOL 36 OF DEEDS, PAGE 48.

DECLARATION

KNOW ALL MEN BY THESE PRESENTS THAT THOSE INDICATED

OWNERS IN AND SIMILAR OF THE LAND HEREIN DESCRIBED, BEING THIS SHORT PLAT TO BE CREATED BY THEIR FREE WILL AND CONSENT

John H. Cook
Edward C. Helman
Edward A. Helman
Edward C. Helman
Edward C. Helman

I HEREBY CERTIFY THAT THIS SHORT PLAT ENTITLED COOK SHORT PLAT IS BASED UPON AN ACTUAL SURVEY, THAT THE COURSES AND DISTANCES ARE SHOWN CORRECTLY THEREON, THAT ALL REQUIRED STAKES AND MONUMENTS ARE PLACED ON THE GROUND IN COMPLIANCE WITH THE JEFFERSON COUNTY SUBDIVISION ORDINANCE

Edward C. Helman
 PROFESSIONAL LAND SURVEYOR - CERTIFICATE NO 11520

LEGAL DESCRIPTION

THAT PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SEC. 6, TWP. 30 N., R. 1 W., W. M., LYING SOUTHEASTERLY OF COUNTY ROAD EXCEPT THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SEC. 6.

ACKNOWLEDGMENT

STATE OF WASHINGTON)
 COUNTY OF JEFFERSON)

THIS IS TO CERTIFY THAT ON THIS 11 DAY OF December, 1980, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY APPEARED JOHN H AND BETSEYUE JANE COOK AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT OF THE DWELERS FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THEY ARE AUTHORIZED TO EXECUTE SAID INSTRUMENT IN WITNESS WHEREOF I HAVE HEREONTO SET MY OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

Edward C. Helman
 NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
 MY COMMISSION EXPIRES May 4, 1982

STATE OF OREGON)
 COUNTY OF WADE)

THIS IS TO CERTIFY THAT ON THIS 25 DAY OF May, 1980, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY APPEARED EDWARD C HELMAN AND EDWARD A HELMAN AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT OF THE OWNERS FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THEY ARE AUTHORIZED TO EXECUTE SAID INSTRUMENT IN WITNESS WHEREOF I HAVE HEREONTO SET MY OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

Edward C. Helman
 NOTARY PUBLIC IN AND FOR THE STATE OF OREGON
 MY COMMISSION EXPIRES 7-19-81

APPROVALS

APPROVED WITH RESPECT TO COMPLIANCE WITH THE SHORT PLAT REQUIREMENTS OF THE JEFFERSON COUNTY SUBDIVISION ORDINANCE

Edward C. Helman
 JEFFERSON CO. HEALTH DEPT
John H. Cook
 JEFFERSON CO. PUBLIC WORKS DEPT

APPROVED BY THE JEFFERSON COUNTY BOARD OF COMMISSIONERS THIS 15 DAY OF December, 1980

ATTEST: COUNTY AUDITOR AND CLERK OF THE BOARD OF COUNTY COMMISSIONERS.

Betty Anderson
 COUNTY AUDITOR

TREASURER'S CERTIFICATE

I, FERDINAND HAUSER, TREASURER OF JEFFERSON COUNTY, WA, HEREBY CERTIFY THAT ALL TAXES ON THE PROPERTY DESCRIBED ARE FULLY PAID UP TO AND INCLUDING THE YEAR, 1980.

Ferdinand Hauser
 JEFFERSON CO. TREASURER

RECORDING CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF *Edward C. Helman* ON THIS 15 DAY OF May, 1980, AT _____ MINUTES PAST 4 P.M. AND RECORDED IN VOLUME _____ OF SHORT PLATS BY PAGE 157, RECORDS OF JEFFERSON COUNTY WA AUDITOR

Betty Anderson
 JEFFERSON COUNTY AUDITOR



SHEET 1 OF 1

E ANDERSON
 Professional Land Surveyor

5426 Kuna Street
 Port Townsend, WA 98365
 (206) 386-1226

RECORDED IN
VOL. 267 PAGE 637
OF OFFICIAL RECORDS
REQUEST OF
STATE OF WASHINGTON
NOV -9 AM 9 57

318121

Name	BROWN, Rachel M./Michael J.
Case Number	49-C-409912-0

NOTICE AND STATEMENT OF LIEN

JEFFERSON COUNTY AUDITOR
NOTICE IS HEREBY GIVEN:

SSN: 532-54-2700 (Rachel)
DOB: 08-22-52
SSN: 532-56-8395 (Michael)
DOB: 08-06-52

THAT THERE IS a debt due and owing the State of Washington by BROWN, Rachel M./Michael J. in the amount of the public assistance granted during a period for which he/she would otherwise be ineligible due to the ownership of the property listed below. The State of Washington claims the right to file this lien upon the following described property in accordance with the provisions of RCW 74.04.007 and RCW 74.04.005(10)(f) as amended by Sec. 2, Chap. 335, Laws of 1985.

PROPERTY DESCRIPTION: Lot 1, Cook Short Plat, as per plat recorded in Volume 1 of Short Plats, page 157, records of Jefferson County, Washington.

SUBJECT TO: Possible future Local Utility District Assessments; License recorded under Auditor's File No. 123478; Easement recorded under Auditor's File No. 214956; Notice to potential purchaser's as delineated on the face of said Short Plat.

SUBJECT TO: Contract of sale dated July 10, 1980, recorded July 11, 1980, in favor of Edward C. Helmen and Edajane Helman, husband and wife, recorded under Auditor's File NO. 266488, which the Grantor's herein, their heirs, successors and assigns to continue to pay according to its terms.

DEPARTMENT OF SOCIAL AND HEALTH SERVICES

NOV 1988 9:57A

MARY F. HOUHY
JEFFERSON COUNTY AUDITOR
State of Washington

Maryetta James
MARYETTA JAMES
Financial Recovery Enforcement Officer III

County of Thurston

ss.

I certify that I know or have satisfactory evidence that Maryetta James signed this instrument, in oath stated that (he/she) was authorized to execute the instrument and acknowledged it as an officer of the Department of Social and Health Services to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: November 7, 1988

Vernetta Sweet
Notary Public in and for the State of
Washington, residing at Tacoma
My appointment expires 4/1/92



RETURN TO:
Department of Social and Health Services
Office of Financial Recovery
P.O. Box 9501, MS OB-21
Olympia, Washington 98504
Phone: (206) 753-1325

VOL. 267 PAGE 637



442914

Page: 1 of 1
04/23/2001 01:30P
LIEN 0.00

Jefferson County, WA STATE OF WA DSHS

DIVISION OF CHILD SUPPORT
6135 MARTIN WAY
PO BOX 9209
OLYMPIA WA 98507-9209



STATE OF WASHINGTON
DEPARTMENT OF SOCIAL AND HEALTH SERVICES
DIVISION OF CHILD SUPPORT (DCS)
NOTICE AND STATEMENT OF LIEN

Grantor or Debtor: Michael J. Brown, also known as or
doing business as: _____

SSN 238-41-2680, DOB 03/13/79

Grantee or Creditor: The Department of Social and Health Services (DSHS).

Legal Description:

Assessor's Property Tax Parcel Account Number: .

DSHS claims that the debtor named above owes past-due child support. The Division of Child Support (DCS) files a lien in the amount of \$ 375.00 in Jefferson County on:

- All real and personal property of the debtor named above except Tribal Trust property.
- Only the property described in the Legal Description section above.

April 17, 2001
Date

K. Lake-Baker
Authorized Representative
DIVISION OF CHILD SUPPORT

(360) 664-6900
Telephone Number

K. Lake-Baker
Person to Contact

In reply, refer to:
Case #: **1459858**

FILED

03 NOV 24 PM 4: 14

JEFFERSON COUNTY
MARIANNE WALTERS, CLERK

BY _____ DEPT. CLERK



STATE OF WASHINGTON
DEPARTMENT OF CORRECTIONS

**COURT- SPECIAL
5990 SUPERVISION CLOSURE**

REPORT TO: The Honorable G. Barnhart
Jefferson County Superior Court

DATE: 10-29-03
DOC NUMBER: 776496

OFFENDER NAME: BROWN, Michael
MATTHEWS, Michael Joseph
AKA: GRANT, Ronnie
GRANT, Ro
MATTHEWS, Michael James

DOB: 03/13/1979
03/18/1978
01/13/1979

CRIME: Escape - CCI
SENTENCE: 38 months Confinement
Legal Financial Obligations

Jefferson COUNTY CAUSE #: 01-1-00015-8 (F)

DATE OF SENTENCE: 02/06/2001

CHOOSE ONE:

TERMINATION DATE: 02/16/2011

MAILING ADDRESS: c/o Heather Hay
206 Lilly RD Apt G-6
Olympia WA 98506

STATUS: 5990 Closure
CLASSIFICATION: RMB

Per RCW 9.94A, the offender does not meet the criteria for continued supervision by the Department of Corrections. Therefore, we have closed supervision interest in this cause.

The following information reflects the offender's compliance with the indicated Court ordered requirements.

If the Court schedules a hearing in this matter, a Community Corrections Officer will not be present for the hearing.

I. FINANCIAL	Amount Ordered	Amount Paid	Date of Last Payment	Amount Owed
Court Costs	\$110.00	\$2.43	03/04/03	\$107.57
Victim Compensation	\$500.00	\$11.06	03/04/03	\$488.94
Restitution	\$	\$		\$
Fine	\$	\$		\$
Attorney Fees	\$110.00	\$2.43	03/04/03	\$107.57
Other	\$	\$		\$
Interest				\$269.01
Total	\$860.00	\$19.00	03/04/03	\$1110.01

DOC initiated Wage Garnishment, Notice of Payroll Deduction or Order to Withhold and Deliver: (Y/N)

Comments: The Department of Corrections will cease sending financial billing statements to the above listed offender for any outstanding legal financial obligations effective 01/01/04. Effective January 2004, offender contact information will be provided to the Office of the Administrator for the Courts and the County Clerk of jurisdiction for purposes of billing, monitoring and collection of Legal Financial Obligations and Restitution.

The Department of Corrections will provide a separate notification to the County Clerk of jurisdiction regarding the above listed offender when the county is prepared to assume collection of Legal Financial Obligations per local agreements.

II. COMMUNITY SERVICE HOURS

1. Number of Hours Ordered NONE
2. Satisfactory Completion Date N/A
Date of Last Contribution N/A
3. Number of Hours Completed N/A

Comments: The Department of Corrections will no longer be providing industrial insurance coverage through the Department of Labor and Industries at the community service work site for the above listed offender.

III. WARRANT STATUS

- An active bench warrant exists. It is requested the Court quash the warrant due to case

closure.

IV. COMMENTS

The Department of Corrections is closing interest in this case per SHB 5990.

I certify or declare under penalty of perjury of the laws of the state of Washington that the foregoing statements are true and correct to the best of my knowledge and belief based on the information available to me contained in the Judgement & Sentence and Department of Corrections file material as of the date this report is submitted.

Submitted By:

Sandi Aggers

10-30-03
DATE

Sandi Aggers
Community Corrections Officer/Records Staff
Olympia Main
3700 Martin Way Suite 104
Olympia, Washington 98531
Telephone (360) 407 - 0322

sda

Distribution: **ORIGINAL:** Court

COPY:

- Prosecuting Attorney
- DOC HQ Attention OAA Help Desk-5990 mail stop 41126
(for HQ delivery to the County Clerks Office via DOC Imaging Unit)
- Offender
- Central File/Field File

The contents of this document may be eligible for public disclosure. Social Security Numbers are considered confidential information and will be redacted in the event of such a request. This form is governed by Executive Order 00-03, RCW 42.17, and RCW 40.14.

FILED

07 JUN -8 PM 1:31

JEFFERSON COUNTY
RUTH GORDON, CLERK

**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR JEFFERSON COUNTY**

JEFFERSON COUNTY, a political
subdivision of the State of Washington

Plaintiff,

vs.

MICHAEL and RACHEL BROWN,
husband and wife

Defendants.

Case No.: 07-2-00034-7

**ORDER GRANTING SUMMARY
JUDGMENT TO THE PLAINTIFF AND
DECLARING DEFENDANTS' REAL
PROPERTY TO CONSTITUTE A
PUBLIC NUISANCE**

JUDGMENT SUMMARY:

Judgment Creditor	Jefferson County, a political subdivision of the State of Washington
Attorney for Judgment Creditor	David Alvarez, Chief Civil DPA for Jefferson County
Judgment Debtor	Michael and Rachel Brown, husband and wife
Amount of the Judgment	Two Hundred and Forty Dollars Even OR \$240.00.

**ORDER GRANTING SUMMARY
JUDGMENT TO THE PLAINTIFF AND
DECLARING DEFENDANTS' REAL
PROPERTY TO CONSTITUTE A PUBLIC
NUISANCE**

Page 1

SCANNED

**JUELANNE DALZELL
PROSECUTING ATTORNEY
FOR JEFFERSON COUNTY
Courthouse -- P.O. Box 1220
Port Townsend, WA 98368
(360) 385-9180**

19

1 Interest owed	Zero dollars as of April 6, 2007, interest to accrue at Twelve percent (12%) per annum or the legal maximum rate thereafter.
2 Taxable costs	\$240.00 (included above)

3
4
5 **THIS MATTER HAVING** been opened to this Court by David Alvarez, Chief
6 Civil Deputy Prosecuting Attorney for Jefferson County and attorney of record for
7 Jefferson County, and the Court having examined the submissions filed by that attorney
8 in support of the Motion seeking Entry of an Order Granting Summary Judgment to the
9 Plaintiff and seeking a Warrant of Abatement, specifically, the Declarations of David
10 Alvarez and Alan Gardner, each with Attachments; and a Memorandum of Law, and any
11 submissions by the Defendants, and good cause being shown,

12 **IT IS HEREBY ORDERED and ADJUDGED that:**

13 Plaintiff, Jefferson County, is entitled to entry of the following Order against
14 Defendants Michael and Rachel Brown, or "the Defendants":

15 **IT IS FURTHER ORDERED and ADJUDGED** as follows that with respect to
16 Assessor's Parcel Number 001-064-022:

- 17
18 A. The Defendants have violated the Chapter 8.10 of the Jefferson
19 County Code ("JCC") relating to Solid Waste;
20 B. The Defendants have violated JCC 18.20.020(3) relating to junk
21 vehicles;

22 **ORDER GRANTING SUMMARY
23 JUDGMENT TO THE PLAINTIFF AND
24 DECLARING DEFENDANTS' REAL
PROPERTY TO CONSTITUTE A PUBLIC
NUISANCE**

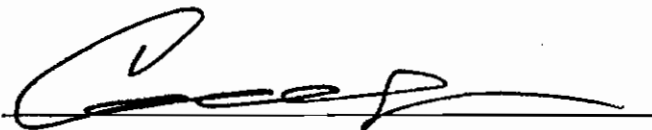
Page 2

**JUELANNE DALZELL
PROSECUTING ATTORNEY
FOR JEFFERSON COUNTY
Courthouse -- P.O. Box 1220
Port Townsend, WA 98368
(360) 385-9180**


1 C. The acts and omissions of the Defendant constitute a public nuisance
pursuant to state statute;

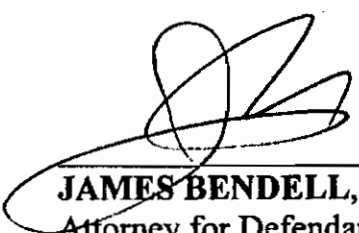
2 D. That the Defendants pay to Plaintiff the court costs incurred,
3 specifically the amount of Two Hundred Forty Dollars Even (\$240.00,)
4 representing the filing fee of \$200 and the Sheriff's fees (Pierce County) of
\$40.00.

5
6 Dated: *June 8*, 2007

7
8 
9 JUDGE

10
11 Presented by:

12
13 
14 **DAVID ALVAREZ**, WSBA #29194
15 Chief Civil Deputy Prosecuting Attorney
On behalf of Plaintiff, Jefferson County

16
17 
18 **JAMES BENDELL**, WSBA #20820
19 Attorney for Defendant Rachel Brown

20
21 **ORDER GRANTING SUMMARY**
22 **JUDGMENT TO THE PLAINTIFF AND**
23 **DECLARING DEFENDANTS' REAL**
24 **PROPERTY TO CONSTITUTE A PUBLIC**
NUISANCE

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