



**Fidelity National Title**  
Company

9619 Levin Rd NW  
Silverdale, WA 98383  
Phone: (360)692-4556 / Fax: (360)698-2356

Hope Beyl  
Kitsap County Treasurer  
614 Division Street, MS-32  
Port Orchard, WA 98366

**Date:** May 24, 2013  
**Ref. No.:** 262502-3-001-2008  
**Order No.:** 611058427-DS  
**Borrower:** Sarah K. Maes and Matthew B. Rothe

Enclosed is your Guarantee in connection with the above referenced transaction.

Please call us immediately if you have any questions or concerns.

Sincerely,

Dick Soderstrom  
Senior Title Officer  
kitsaptitleorders@fnf.com

# LIMITED LIABILITY

Issued By:



**Fidelity National Title**  
Insurance Company

Guarantee Number:

**611058427/Tax Acct. No.  
262502-3-001-2008**

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, and subject to the further exclusion and limitation that no guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**  
a corporation, herein called the Company

## GUARANTEES

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability amount stated herein which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

**Fidelity National Title Insurance Company**

By:

A handwritten signature in black ink, appearing to read "R. M. M. L.", written over a horizontal line.

President

Countersigned By:

A handwritten signature in black ink, appearing to read "A. D. L.", written over a horizontal line.

Authorized Officer or Agent



Attest:

A handwritten signature in black ink, appearing to read "K. L.", written over a horizontal line.

Secretary

## ISSUING OFFICE:

Title Officer: Dick Soderstrom  
Fidelity National Title Company  
9619 Levin Rd NW  
Silverdale, WA 98383  
Phone: (360)337-4002 Fax: (360)698-7509  
Main Phone: (360)692-4556  
Email: kitsaptitleorders@fnf.com

## SCHEDULE A

Liability	Premium	Tax
\$0.00	\$169.00	\$14.53

1. Name of Assured: Kitsap County Treasurer
2. Date of Guarantee: May 16, 2013 at 08:00AM
3. The assurances referred to on the face page hereof are:
  - a. That according to those public records which, under the recording laws, impart constructive notice of matters affecting title to the following described land:  
  
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF
  - b. Title to the estate or interest in the land described above is vested in Sarah K. Maes, a married woman as her separate property, as to an undivided 50% tenants-in common interest; and Matthew B. Rothe, an unmarried man, as to an undivided 50% tenants-in-common interest
  - c. The estate or interest in the land described above is:  
  
Fee Simple
  - d. There are no taxes or assessments, mortgage or deeds of trust, real estate contracts, judgment liens, state or federal tax liens, or other monetary encumbrances which purport to affect title to the land, other than those shown below as exceptions.

Exceptions:

**SCHEDULE A**  
(continued)

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

Year: 2013  
Tax Account No.: 262502-3-001-2008  
Levy Code: 0215  
Assessed Value-Land: \$464,430.00  
Assessed Value-Improvements: \$237,380.00

General and Special Taxes: Billed: \$8,058.32  
Paid: \$0.00  
Unpaid: \$8,058.32

Year: 2012  
General and Special Taxes: Billed: \$8,129.42  
Paid: \$0.00  
Unpaid: \$8,129.42

Year: 2011  
General and Special Taxes: Billed: \$7,579.52  
Paid: \$0.00  
Unpaid: \$7,579.52

Year: 2010  
General and Special Taxes: Billed: \$8,359.86  
Paid: \$0.00  
Unpaid: \$8,359.86

2. Assessments, if any, levied by City of Bainbridge Island.
3. Certificate of Delinquency issued May 7, 2013 to Kitsap County for The Foreclosure of Liens for Delinquent Real Property Taxes, Interest and Fees for the year 2010 and some prior years pending in Kitsap County Superior Courts Cause No. 13-2-01031-5.
4. Subject to all easements, restrictions and covenants, if any, recorded against the property herein described prior to January 1, 2010.
5. A lien for the amount shown below and any other amounts due,
- Amount: \$388.94, plus additional fees and charges  
Claimant: City of Bainbridge Island  
Nature of Claim: Delinquent Sewer Utility charges  
Recording Date: August 7, 2000  
Recording No.: 200008070028

**SCHEDULE A**  
(continued)

6. A lien for the amount shown below and any other amounts due,

Amount: \$496.23 plus additional fees and charges  
Claimant: City of Bainbridge Island  
Nature of Claim: Delinquent Sewer Utility charges  
Recording Date: June 1, 2001  
Recording No.: 200106010246

7. A lien for the amount shown below and any other amounts due,

Amount: \$2,335.98, plus additional fees and charges  
Claimant: City of Bainbridge Island  
Nature of Claim: Delinquent Sewer Utility charges  
Recording Date: March 19, 2008  
Recording No.: 200803190167

**END OF SCHEDULE A**

**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): 262502-3-001-2008**

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That portion of the Northeast quarter of the Southwest quarter of Section 26, Township 25 North, Range 2 East, W.M.  
(said property being Lot A of City of Winslow Short Plat recorded 7708260116( described as follows:

Beginning at the Northeast corner of said Northeast quarter of the Southwest quarter;  
thence along the East-West centerline of said Section 26 North 88 ° 37'20" West a distance of 20 feet to the True Point of Beginning;  
thence continuing North 88 ° 37'20" West a distance of 304 feet;  
thence South 1 ° 24'40" West a distance of 640 feet;  
thence North 88 ° 37'20" West a distance of 327.14 feet;  
thence South 1 ° 22'15" West a distance of 20 feet;  
thence South 88 ° 37'20" East a distance of 347.14 feet;  
thence North 1 ° 24'40" East a distance of 262.5 feet;  
thence South 88 ° 37'20" East a distance of 284 feet;  
thence North 1 ° 24'40" East a distance of 397.5 feet to the True Point of Beginning.

Situate in the County of Kitsap, State of Washington.

**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 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 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, 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.

(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 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.



(continued)

- (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 Land Title 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 One Million And No/100 Dollars (\$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 One Million And No/100 Dollars (\$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**

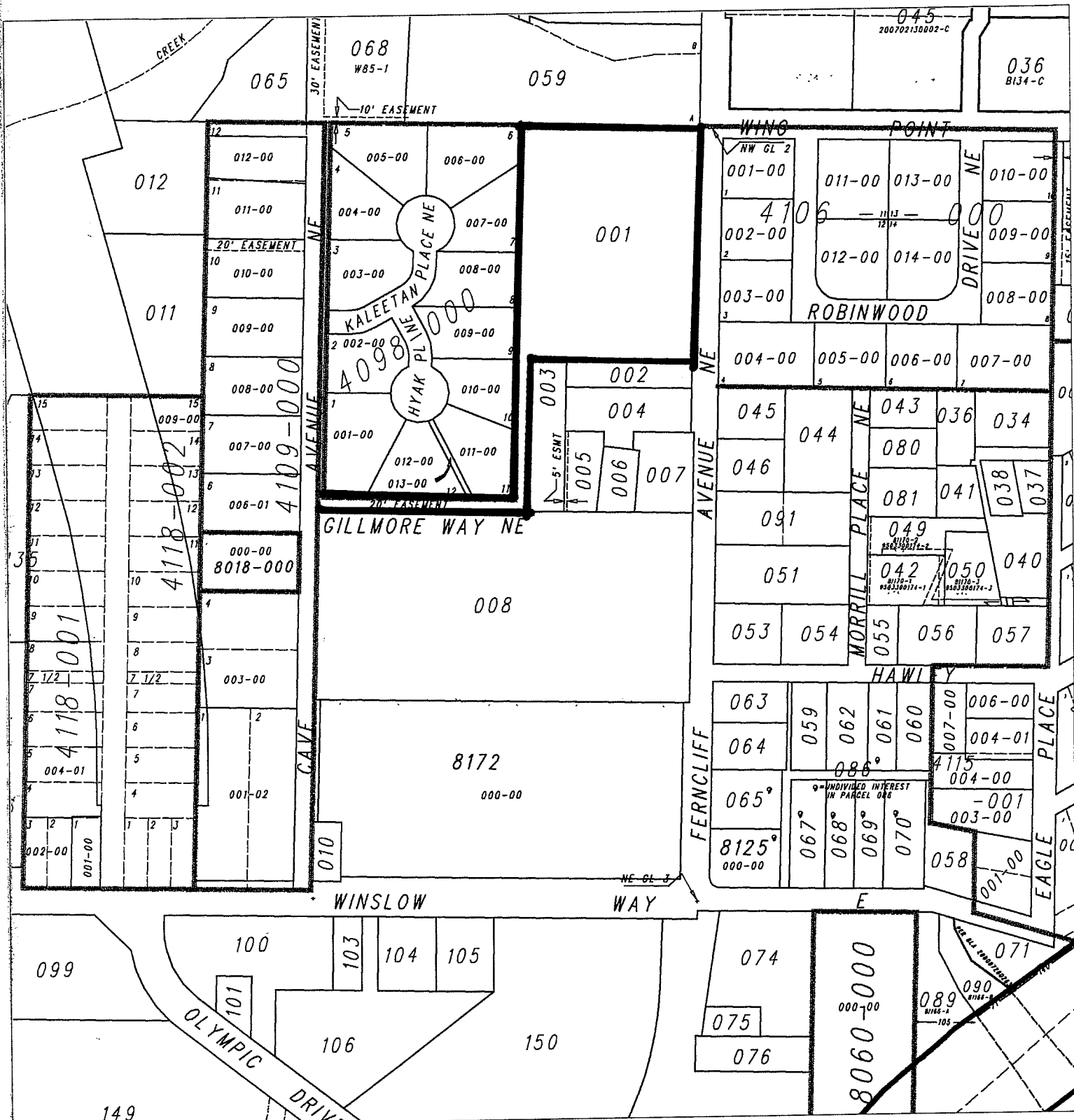
- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment 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:

Fidelity National Title Insurance Company  
P.O. Box 45023  
Jacksonville, FL 32232-5023  
Attn: Claims Administration

**END OF CONDITIONS AND STIPULATIONS**



Parcel # : 2625 023 001 2008



**Fidelity National Title**  
Insurance Company

9619 Levin Road NW, Silverdale, WA 98383  
Phone: 360.692.4556 Seattle: 206.622.2072  
Fax: 360.698.4616



This sketch is provided, without charge, for your information. It is not intended to show all matters related to the property including, but not limited to, area, dimensions, easements, encroachments, or location of boundaries. It is not a part of, nor does it modify, the commitment or policy to which it is attached. The Company assumes NO LIABILITY for any matter related to this sketch. For further information, reference should be made to an accurate survey.



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12/09/199809:42A  
Kitsap Co, WA

Filed for Record at Request of:

Sarah Rothe Maes

After Recording Mail To:

Sarah Rothe Maes, Personal Rep.  
of Estate of Donn L. Rothe  
915 Chamith Lane  
Ellensburg, WA 98926

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**FIDUCIARY DEED**

**Grantor(s):** Sarah Rothe Maes, as personal representative of the estate of Donn L. Rothe

**Grantee(s):** Sarah K. Maes, a married woman as her separate property and  
Matthew B. Rothe, an unmarried man

**Abbreviated Legal Descriptions:**

Lot A of City of Winslow Short Plat recorded 7708260116, Kitsap County, WA

Additional legal description is on page 2 of document

**Assessor's Property Tax Parcel Account Number(s):**

262502-3-001-2008

### FIDUCIARY DEED

SARAH ROTHE MAES, as personal representative of the estate of Donn L. Rothe, for and in consideration for termination of the estate, hereby transfers and conveys the following interests owned by Donn L. Rothe as set forth below pursuant to the terms of the Will of Donn L. Rothe:

Name	Before Transfer	After Transfer
Donn L. Rothe	57.26%	00.00%
Sarah K. Maes	20.37%	50.00%
Matthew B. Rothe	22.37%	50.00%
Total	100.00%	100.00%

Title shall now be held as follows:

EXCISE # 100163 None DEC 8 1998  
BY KITSAP COUNTY

Sarah K. Maes, a married woman as her separate property, as to an undivided 50% tenants-in-common interest; and Matthew B. Rothe, an unmarried man, as to an undivided 50% tenants-in-common interest.

The real property in question is in Kitsap County, State of Washington:

That portion of the Northeast Quarter of the Southwest Quarter of Section 26, Township 25 North, Range 2 East, W.M. (said property being Lot A of City of Winslow Short Plat recorded 7708260116) described as follows:

Beginning at the Northeast corner of said Northeast Quarter of the Southwest Quarter, thence along the East-West centerline of said Section 26 North 88°37'20" West a distance of 20 feet to the true point of beginning; thence continuing North 88°37'20" West a distance of 304 feet; thence South 1°24'40" West a distance of 640 feet; thence North 88°37'20" West a distance of 327.14 feet; thence South 1°22'15" West a distance of 20 feet; thence South 88°37'20" East a distance of 347.14 feet; thence North 1°24'40" East a distance of 262.5 feet; thence South 88°37'20" East a distance of 284 feet; thence North 1°24'40" East a distance of 397.5 feet to the true point of beginning.  
Situate in Kitsap County, Washington.

2 of 3



KATHLEEN M S WRIGHT

DEED \$18.00

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Kitsap Co, WA

Grantor executes this instrument solely in her capacity as personal representative and successor trustee and hereby covenants only that she is authorized to make this conveyance in such fiduciary capacity, and that Grantor will forever warrant and defend the above described interest in real estate against all person lawfully claiming through or under Grantor, and not otherwise. Grantor, for herself, and her successors in interest hereby disclaims any and all other warranties or covenants, whether express or implied.

DATED: Nov. 30, 1998

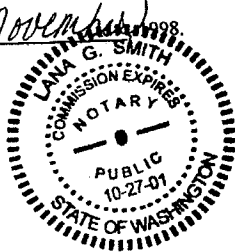
Sarah Rothe Maes, Pers Rep.  
Sarah Rothe Maes, as personal representative  
of the estate of Donn L. Rothe

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF )

On this 30 day of Nov, 1998, personally appeared before me Sarah Rothe Maes, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 30 day of November, 1998.

Lana G. Smith  
Notary Public in and for the State of Washington,  
Residing at Ellensburg, WA  
My Commission Expires: 12/27/01



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Kitsap Co, WA

26-25-2E

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**AFTER RECORDING RETURN TO:**  
City of Bainbridge Island  
Tracy P. Towne, Finance Department  
280 Madison Avenue N.  
Bainbridge Island, WA 98110

**Notice of Lien**

**City of Bainbridge Island,  
Claimant**

**Vs.**

**Sarah K Maes & Matthew B Rothe  
Reputed owners**

NOTICE IS HEREBY GIVEN that the City of Bainbridge Island has and claims a lien for delinquent Sewer Utility charges against the following described premises situated in Kitsap County Washington, to wit:

**Legal Description:** SECTION 26 TOWNSHIP 25 RANGE 2E  
THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 25 NORTH, RANGE 2 EAST, W.M., (SAID PROPERTY BEING LOT A OF CITY OF WINSLOW SHORT PLAT RECORDED AUDITOR'S FILE NO. 7708260116) DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, THENCE ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 26, N88°37'20"W A DISTANCE OF 20 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING N88°37'20"W A DISTANCE OF 304 FEET; THENCE S1°24'40"W A DISTANCE OF 640 FEET; THENCE N88°37'20"W A DISTANCE OF 327.14 FEET; THENCE S1°22'15"W A DISTANCE OF 20 FEET; THENCE S88°37'20"E A DISTANCE OF 347.14 FEET; THENCE N1°24'40"E A DISTANCE OF 262.5 FEET; THENCE S88°37'20"E A DISTANCE OF 284 FEET; THENCE N1°24'40"E A DISTANCE OF 397.5 FEET TO THE TRUE POINT OF BEGINNING; SITUATE IN KITSAP

**Tax Account #:** 262502-3-001-2008

Said lien so claimed for not exceeding one years' delinquent charges, penalties and filing fees amounting to \$388.94 as of July 27, 2000, and is also claimed for future charges to the property designated by tax lot number 262502-3-001-2008 or any subdivisions thereof and also referenced by sewer utility account number 10951.00. A removal fee of \$100.00 will also be charged in lieu of foreclosure. (Filing and removal fees authorized by Ord. 92-26, Res. 92-77).

Dated on July 27, 2000

*Tracy P. Towne*

Tracy P. Towne  
Finance - Customer Service Coordinator

Subscribed and sworn before me this date

JULY 27, 2000

Susan P. Kasper

Notary Public

My commission expires 5/19/02

Residing at: BAINBRIDGE ISLAND



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88/87/2888 88:53A

BAINBRIDGE ISLAND CITY OF LIEN \$8.88 Kitsap Co, WA

City of Bainbridge Island  
280 Madison Avenue N  
Bainbridge Island, WA 98110



200106010246

Page: 1 of 2  
06/01/2001 11:16A  
Kitsap Co, WA

## Notice of Lien

**City of Bainbridge Island,  
Claimant**

**Vs.**

**Sarah K. Maes & Matthew B. Rothe,  
Reputed owners**

NOTICE IS HEREBY GIVEN that the City of Bainbridge Island has and claims a lien for delinquent Sewer Utility charges against the following described premises situated in Kitsap County Washington, to wit:

**Legal Description:** THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 25 NORTH, RANGE 2 EAST, W.M. (SAID PROPERTY BEING LOT A OF CITY OF WINSLOW SHORT PLAT RECORDED AUDITOR'S FILE NO. 7708260116) DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, THENCE ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 26, N88°37'20"W A DISTANCE OF 20 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING N88°37'20"W A DISTANCE OF 304 FEET; THENCE S1°24'40"W A DISTANCE OF 640 FEET; THENCE N88°37'20"W A DISTANCE OF 327.14 FEET; THENCE S1°22'15"W A DISTANCE OF 20 FEET; THENCE S88°37'20"E A DISTANCE OF 347.14 FEET; THENCE N1°24'40"E A DISTANCE OF 262.5 FEET; THENCE S88°37'20"E A DISTANCE OF 284 FEET; THENCE N1°24'40"E A DISTANCE OF 397.5 FEET TO THE TRUE POINT OF BEGINNING; SITUATE IN KITSAP COUNTY, WASHINGTON.

**Tax Account #:** 262502-3-001-2008

Said lien so claimed for not exceeding one years' delinquent charges, penalties and filing fees amounting to \$496.23 as of May 4, 2001, and is also claimed for future charges to the property also designated by tax lot number 262502-3-001-2008.

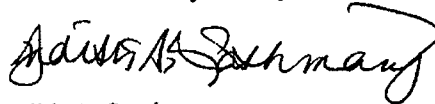


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Continuation: City of Bainbridge Island - Notice of Lien  
Reputed Owners: Sarah K. Maes & Matthew B. Rothe  
Tax Account Number: 262502-3-001-2008

262502-3-001-2008 or any subdivisions thereof and also referenced by sewer utility account number 10951.00. A removal fee of \$100.00 will also be charged in lieu of foreclosure. (Filing and removal fees authorized by Ord. 92-26, Res. 92-77).

Dated this 29<sup>th</sup> day of May 2001

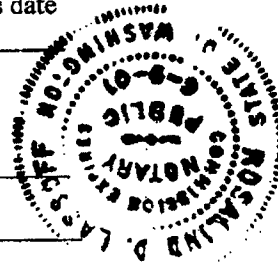



Judith A. Szathmary  
Utilities and Accounts Receivable  
City of Bainbridge Island

Subscribed and sworn before me this date

Rosalind Lassoﬀ  
Notary Public  
My commission expires 6/9/01

Residing at: PO Box 10, WA



 200106010246  
Page: 2 of 2  
06/01/2001 11:16A  
Kitsap Co, WA  
CITY OF BAINBRIDGE ISLAND LIEN \$9.00

City of Bainbridge Island  
280 Madison Avenue N  
Bainbridge Island, WA 98110

BAINBRIDGE ISLAND CITY OF 200803190167  
Lien Rec Fee: \$ 43.00  
03/19/2008 02:38 PM Page: 1 of 2  
Karen Flynn, Kitsap Co Auditor  


## Sewer Lien notice

City of Bainbridge Island,

Vs.

**Sarah K. Maes & Mathew B. Rothe,**  
**Reputed owners**

NOTICE IS HEREBY GIVEN that the City of Bainbridge Island has and claims a lien for delinquent Sewer Utility charges against the following described premises situated in Kitsap County, Washington, to wit:

**Legal Description:** THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 25 NORTH, RANGE 2 EAST, W.M. (SAID PROPERTY BEING LOT A OF CITY OF WINSLOW SHORT PLAT RECORDED AUDITOR'S FILE NO. 7708260116) DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, THENCE ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 26, N88°37'20"W A DISTANCE OF 20 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING N88°37'20"W A DISTANCE OF 304 FEET; THENCE S1°24'40"W A DISTANCE OF 640 FEET; THENCE N88°37'20"W A DISTANCE OF 327.14 FEET; THENCE S1°22'15"W A DISTANCE OF 20 FEET; THENCE S88°37'20"E A DISTANCE OF 347.14 FEET; THENCE N1°24'40"E A DISTANCE OF 262.5 FEET; THENCE S88°37'20"E A DISTANCE OF 284 FEET; THENCE N1°24'40"E A DISTANCE OF 397.5 FEET TO THE TRUE POINT OF BEGINNING; SITUATE IN KITSAP COUNTY, WASHINGTON.

**Tax Account #:** 262502-3-001-2008

Said lien so claimed for not exceeding one years' delinquent charges, penalties and filing fees amounting to \$2335.98 as of March 17<sup>th</sup> 2008, and is also claimed for future sewage charges against said premises.

Continuation: City of Bainbridge Island - Notice of Lien  
Reputed Owners: Sarah K. Maes & Matthew B. Rothe  
Tax Account Number: 262502-3-001-2008

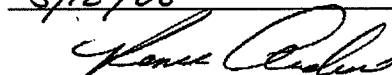
Dated this 17th day of March 2008



Christy Shipman  
Utility Billing  
City of Bainbridge Island

Subscribed and sworn before me this date

3/18/08

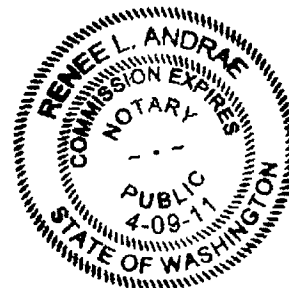


Renee Andrae

Notary Public

My commission expires 4/9/11

Residing at: 1088 Blue Heron Ave  
Bainbridge Island, WA



BAINBRIDGE ISLAND CITY OF

200803190167

Lien Rec Fee: \$ 43.00  
03/19/2008 02:38 PM  
Karen Flynn, Kitsap Co Auditor

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