

ORDINANCE NO. 710

AN ORDINANCE of the City Council of the City of Lakewood, Washington, authorizing the acquisition of real property under threat of condemnation or by condemnation for park purposes; authorizing payment thereof from the City's General Fund or from such other monies that the City may have available or attain for the acquisition; providing for severability; and establishing an effective date.

WHEREAS, the City of Lakewood is a non-charter optional municipal code city as provided in title 35A RCW, incorporated under the laws of the State of Washington, and authorized to acquire title to real property for public purposes pursuant to RCW Chapter 8.12; and

WHEREAS, in the interest of providing the public adequate park and recreation facilities within the City, the City of Lakewood identified a park project ("Project") in compliance with goals announced in the City's Comprehensive Plan; and

WHEREAS, the Project involves the development of a park to serve the public; and

WHEREAS, the City determined that it must acquire certain property and/or property rights for the Project; and

WHEREAS, for this Project, the City determined that the acquisition of certain rights and interests from the real property located at 11201 – 11203 Military Rd SW, Lakewood, Washington, identified as Pierce County Tax Parcel No. 0219081033 and legally described in Exhibit A, attached hereto and incorporated by reference ("Parcel 0219081033"), is necessary to accomplish and construct the Project, and those rights and interests are hereinafter referred to as the "Real Property Take"; and

WHEREAS, the City appraised the fair market value of the Real Property Take; and

WHEREAS, the City negotiated in good faith with the owners of Parcel 0219081033 for the voluntary acquisition of the Real Property Take; and

WHEREAS, the City was able to reach a negotiated voluntary resolution with said owners, however it has been unable to obtain releases from all lien holders; and

WHEREAS, while this Ordinance does authorize condemnation, the City Council does hereby express its intent that negotiations continue in regard to the Real Property Take; and

WHEREAS, the City complied with the notice requirements set forth in RCW 8.25.290 by providing notice to the owners of Parcel 0219081033 of the planned final action of adopting this Ordinance, and through publication once per week for two weeks, prior to the passage of a Motion authorizing condemnation and subsequent enactment of this Ordinance; and

WHEREAS, payment of just compensation and costs of litigation should be made from the City's general fund or from such other monies that the City may have available or attain for the acquisition;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKEWOOD, WASHINGTON DO ORDAIN as follows:

Section 1. Incorporation of Recitals. The recitals set forth above are hereby adopted and incorporated herein as if set forth in full.

Section 2. Public Use and Necessity Declared. The City Council of the City of Lakewood finds and declares that: i) the Project for park purposes is a public use; ii) the acquisition of the rights and interests in the Real Property Take legally described and depicted on Exhibit A is necessary for the construction of the Project; and iii) the acquisition of the Real Property Take and the construction of the Project are in the best interests of the citizens residing within the City of Lakewood.

Section 3. Acquisition. The City Council of the City of Lakewood authorizes the acquisition, condemnation and taking of the Real Property Take as legally described and depicted on Exhibit A. The City Council authorizes the acquisition of the Real Property Take under threat of condemnation or by initiation of legal action for condemnation to acquire the Real Property Take as necessary for the commencement and completion of the Project, subject to the making or paying of just compensation to the owners thereof in the manner provided by law.

Section 4. Reservation of Rights. Nothing in this ordinance limits the City in its identification and acquisition of property and property rights necessary for this public purpose. The City reserves the right to acquire additional or different properties as needed for the Project.

Section 5. Authority of City Manager. The City Manager, by and through his designees, is authorized and directed to begin negotiations for the acquisition of property and property rights and prosecute actions and proceedings in the manner provided by law to condemn, take, damage and appropriate the Real Property Take necessary to carry out the provisions of this ordinance. In conducting said negotiations and condemnation proceedings, the Lakewood City Attorney, by and through her designees, is hereby authorized to enter into stipulations for the Real Property Take. Settlement of any actions by the City Manager shall be made only upon the recommendation of legal counsel.

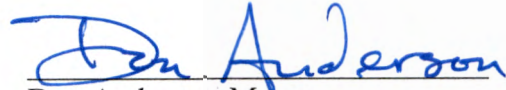
Section 6. Compensation. The compensation to be paid to the owners of the Real Property Take acquired through this condemnation action shall be paid from the City's General Fund or from such other monies that the City may have available or attain for the acquisition.

Section 7. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of this Ordinance or the application of the provision to other persons or circumstance shall not be affected.


Section 8. Effective Date. This Ordinance shall be in full force and effect five days after its passage, approval, and publication as provided by law. A summary of this ordinance may be published in lieu of publishing the ordinance in its entirety.

ADOPTED by the City Council this 6th day of May, 2019.

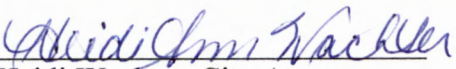
CITY OF LAKEWOOD


Don Anderson, Mayor

Attest:


Briana Schumacher, City Clerk

Approved as to Form:


Heidi Wachter, City Attorney

LITIGATION/TRUSTEE'S SALE/CONTRACT FORFEITURE

Issued By: COMMONWEALTH LAND TITLE INSURANCE COMPANY
by its agent:



Guarantee Number:

70106103

COMMONWEALTH LAND TITLE INSURANCE COMPANY, a corporation, herein called the Company,

GUARANTEES

Inslee Best Law Firm

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HEREOF, COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Florida corporation, herein called the Company, guarantees 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 stated in Schedule A, the title to the herein described estate or interest was vested in the vestee named, subject to the matters shown as Exceptions in Schedule B, which Exceptions are not necessarily shown in the order of their priority.

This Guarantee shall not be valid or binding until countersigned below by an authorized signatory of the Company.

Commonwealth Land Title Insurance Company

By:

President

**Ticor Title Company
5775 Soundview Dr., Ste. 204B
Gig Harbor, WA 98335**

Countersigned By:

Authorized Officer or Agent



Attest:

Secretary

ISSUING OFFICE:
Title Officer: Sean Barragan Ticor Title Company 5775 Soundview Dr., Ste. 204B Gig Harbor, WA 98335 Phone: 253-904-1150 Fax: 877-521-9938 Main Phone: (253)858-2999 Email: Sean.Barragan@ticortitle.com

SCHEDULE A

Liability	Premium	Tax
\$60,000.00	\$476.00	\$48.08

Effective Date: December 24, 2018 at 08:00 AM

1. Assured: Insee Best Law Firm
2. The estate or interest in the land hereinafter described or referred to covered by this Guarantee is:

FEE SIMPLE
3. Title to the estate or interest in the land is at the date hereof is [vested in:](#)
David A. Parkhurst and Cornelia C. Parkhurst, also appearing of records as Tina C. Parkhurst, husband and wife
4. The land referred to in this Guarantee situated in the County of Pierce, State of Washington, and is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

EXHIBIT "A"
Legal Description

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 19 NORTH, RANGE 2 EAST OF THE W.M.;
THENCE (THE EAST LINE OF SAID SUBDIVISION BEING CONSIDERED A NORTH AND SOUTH LINE) SOUTH 66.56 FEET;
THENCE SOUTH 73° WEST 102.37 FEET TO THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION;
THENCE CONTINUING SOUTH 73° WEST 60 FEET, MORE OR LESS, TO EASTERLY LINE OF OLD MILITARY ROAD;
THENCE ON SAID EASTERLY LINE NORTHWESTERLY 93.6 FEET, MORE OR LESS, TO A LINE PARALLEL WITH AND 30 FEET SOUTH OF SAID NORTH LINE OF SUBDIVISION;
THENCE ON SAID PARALLEL LINE SOUTH 89°39' EAST 66 FEET, MORE OR LESS, TO A POINT THAT IS NORTH 24°27'20" WEST OF THE TRUE POINT OF BEGINNING;
THENCE SOUTH 24°27'20" EAST 73.84 FEET TO THE TRUE POINT OF BEGINNING, IN PIERCE COUNTY, WASHINGTON.

EXCEPT THAT PORTION CONVEYED TO THE CITY OF LAKEWOOD BY INSTRUMENT RECORDED MARCH 9, 2000 UNDER RECORDING NO. [200003090442](#).

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

SCHEDULE B

THE TITLE TO SAID ESTATE OR INTEREST IS SUBJECT TO THE FOLLOWING EXCEPTIONS:

GENERAL EXCEPTIONS:

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

SPECIAL EXCEPTIONS:

1. Reservations and recitals contained in the Deed as set forth below:

Recording Date: May 2, 1961
Recording No.: [1922996](#)

Said document provides for, among other things, the following:
2. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Right to secure water from well by laying pipes and other necessary equipment
Recording Date: January 22, 1957
Recording No.: [1777743](#)
Affects: Portion of the property herein described
3. Consent for use of Puget Sound Power & Light Company transmission line Right-of-Way and the terms and conditions thereof:

Recording Date: June 16, 1994
Recording No.: [9406160116](#)
4. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: Pacific Northwest Bell Telephone Company, a Washington corporation
Purpose: Underground communication lines and aboveground telephone equipment and cabinets
Recording Date: July 18, 1996
Recording No.: [8607180462](#)
Affects: North 20 of the Easterly 20
5. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Survey:

Recording No: [200403105004](#)

SCHEDULE B
(continued)

6. 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: 2018
Tax Account No.: 021908-1033
Levy Code: 760
Assessed Value-Land: \$57,100.00
Assessed Value-Improvements: \$0.00

General and Special Taxes:

Billed: \$832.08
Paid: \$832.08
Unpaid: \$0.00

7. It appears that improvements are located on the Land but are not presently assessed. Supplemental taxes may appear on future tax rolls.
8. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the year 2019.
9. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$128,000.00
Dated: April 7, 2005
Trustor/Grantor: David A Parkhurst And Tina C Parkhurst, husband and wife as community property
Trustee: Quality Escrow Inc
Beneficiary: Mortgage Electronic Registration Systems, Inc., solely as nominee for Wachovia
Mortgage Corporation
Recording Date: April 8, 2005
Recording No.: [200504081050](#)

and Re-Recording Date: March 1, 2018
and Re-Recording No.: [201803010137](#)

Reason: To Include a the Missing Legal Description

An assignment of the beneficial interest under said deed of trust which names:

Assignee: The Bank of New York Mellon, fka the Bank of New York as successor in interest to JP Morgan Chase Bank NA as Trustee for Structured Asset Mortgage Investments II Inc. Bear Stearns ALTA-A Trust 2005-7, Mortgage Pass-Through Certificates, Series 2005-7
Recording Date: May 7, 2012
Recording No.: [201205070155](#)

A substitution of trustee under said deed of trust which names, as the substituted trustee, the following

Trustee: North Star Trustee, LLC
Recording Date: August 6, 2018
Recording No.: [201808060304](#)

SCHEDULE B
(continued)

10. Corrected order of judgment to Quiet Title and Reform Deed of Trust, and any other amounts due:

Amount: \$0.00
Against: David A. Parkhurst and Tina C. Parkhurst, also known as Cornelia C. Parkhurst, husband and wife
In Favor of: The Bank of New York Mellon, f/k/a the Bank of New York, successor in interest to JPMorgan Chase Bank NA.. as Trustee for Structured Asset Mortgage Investments II Inc., Bear Stearns ALTA-A Trust, Mortgage Pass-Through Certificates, Series 2005-7
Date entered: July 3, 2018
Superior Court Case No.: 16-2-08754-5
Attorney for Creditor: Henry K. Hamilton
Recorded: July 18, 2018
Recording No: [201807180760](#)

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

Amount: \$349.49
Claimant: Lakewood Water District
Nature of Claim: Delinquency Charges
Recording Date: December 5, 2016
Recording No.: [201612050636](#)

12. Right of any party interested to sue or petition to have set aside, modified or contest a judicial or non-judicial foreclosure or forfeiture, or any deed pursuant hereto, through which title to the Land is derived; and any liens, encumbrances and/or ownership interests which may exist as a result of any acts or omissions of the foreclosing parties, or as a result of such suit or petition.

Note: The Company may be willing to remove this exception upon a conveyance to a bona fide purchaser for fair market value. Please contact your title officer for further information.

13. Any unrecorded leaseholds, right of vendors and holders of security interests on personal property installed upon the Land and rights of tenants to remove trade fixtures at the expiration of the terms.

NOTES:

Note: FOR INFORMATIONAL PURPOSES ONLY:

The following may be used as an abbreviated legal description on the documents to be recorded, per Amended RCW 65.04.045. Said abbreviated legal description is not a substitute for a complete legal description within the body of the document:

PTN. NE 1/4 SEC 8-19-2 E, W.M.
Tax Account No.: 021908-1033

Note: The Public Records indicate that the address of the improvement located on said Land is as follows:

11201 - 11203 Military Road Southwest
Lakewood, WA 98498

SCHEDULE B
(continued)

END OF SCHEDULE B

**SCHEDULE C
INFORMATION FOR THE ASSURED**

1. This Guarantee is restricted to the use of the Assured solely for the purpose of providing information to facilitate the commencement of a suit at law or foreclosure pursuant to RCW 61.24 of a mortgage described in Schedule B 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 neither 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.
2. Upon request WITHIN SIXTY (60) DAYS from the effective date of this Guarantee, the Company will extend the effective date of this Guarantee by endorsement to include the filing of any complaint and recording of Notice of Lis Pendens, recording of Notice of Intent to Forfeit Real Estate Contract, or recording of the Notice of Trustee's Sale. 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.
3. Upon request on the thirtieth (30th) day preceding the date set for the forfeiture of real estate contract, or trustee's sale, the Company will issue an endorsement identifying federal tax liens, if any, affecting the land described in Schedule A. THE RESPONSIBILITY, HOWEVER, FOR DETERMINING THE THIRTIETH (30TH) DAY BEFORE THE SALE OR FORFEITURE, AND FOR MAKING THE REQUEST ON THAT SAME DAY, IS BORNE BY THE ASSURED.
4. The Company may, BUT IS NOT OBLIGATED TO, issue additional endorsements extending the effective date of the Guarantee at the request for the Assured. The Company will not, and accepts no obligation to, issue an endorsement extending the effective date to, or beyond, the date of any sale of the premises, recording of a Declaration of Forfeiture or a Real Estate Contract, trustee's sale or deed in lieu thereof.
5. Attention is called to the Servicemembers Civil Relief Act (108 P.L. 189; 117 Stat. 2835; 2003 Enacted H.R. 100) and amendments thereto which contain inhibitions against the sale of land under a deed of trust if the owner is entitled to the benefits of said Act.
6. Attention is called to the Federal Tax Lien Act of 1966 and amendments thereto which, among other things, provides for the giving of written notice of sale or forfeiture in a specified manner to the Secretary of the Treasury or his delegate as a requirement for the discharge or divestment of a federal tax lien in a non-judicial sale or forfeiture, and establishes with respect to such lien a right in the United States to redeem the property within a period of one hundred twenty (120) days from the date of any such sale or forfeiture.

EXCLUSIONS FROM COVERAGE

The following mailers are expressly excluded from the coverage of this Guarantee:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Guarantee.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Guarantee.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Guarantee.
3. Defects, liens, encumbrances, adverse claims against the title as guaranteed, or other matters:
 - (a) created, suffered, assumed or agreed to by one or more of the Assured;
 - (b) not known to the Company, not recorded in the public records at Date of Guarantee but known to one or more of the Assured at Date of Guarantee;
 - (c) resulting in no loss or damage to the Assured;
 - (d) attaching or created subsequent to Date of Guarantee.
4. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule B or with respect to the validity, legal effect or priority of any matter shown therein.
5. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
6. Unpatented mining claims; reservations or exceptions in United States Patents or in Acts authorizing the issuance thereof; Indian tribal codes or regulations. Indian treaty or aboriginal rights, including easements or equitable servitudes; water rights, claims or title to water.
7. Title to any property beyond the lines of the land expressly described in the description set forth in this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; of any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
8. Any loss or damage which arises out of any transaction affecting the estate or interest shown in Schedule A of this Guarantee by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this Guarantee mean;

- (a) "land": the land described in this Guarantee and improvements affixed thereto which by law constitute real property.
- (b) "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. With respect to Section 1(a)(iv) of the Exclusions from Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district in which the land is located.
- (c) "date." "Date of Guarantee": the effective date;
- (d) "the Assured": the party or parties named as the Assured in this Guarantee, or in a supplemental writing executed by the Company.
- (e) "mortgage": mortgage, deed of trust, trust deed, real estate contract or other security instrument,

2. PROSECUTION OF ACTIONS

- (a) The Company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein guaranteed; and the Company may take any appropriate action under the terms of this Guarantee whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision hereof.
- (b) in all cases where the Company does so institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for such purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.

3. NOTICE OF LOSS-LIMITATION OF ACTION

A statement in writing or any loss or damage for which it is claimed the Company is liable under this Guarantee shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Assured under this Guarantee until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Guarantee unless action shall be commenced thereon within two years after expiration of said thirty day period. Failure to furnish such statement of loss or damage or to commence such action within the time hereinbefore specified, shall be a conclusive bar against maintenance by the Assured of any action under this Guarantee,

(continued)

4. OPTION TO PAY, SETTLE OR COMPROMISE CLAIMS

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, the Company shall have the option to purchase the indebtedness secured by said mortgage. 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 and the mortgage securing the same to the Company upon payment of the purchase price.

5. LIMITATION OF LIABILITY-PAYMENT OF LOSS

- (a) The liability of the Company under this Guarantee shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall such liability exceed the amount of total liability stated within this Guarantee.
- (b) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorney's fees in litigation carried on by the Assured with the written authorization of the Company.
- (c) No claim for damages shall arise or be maintainable under this Guarantee (1) if the Company after having received notice of an alleged defect, lien or encumbrance not shown as an Exception or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.
- (d) All payments under this Guarantee, except for attorneys' fees as provided for in paragraph 5(b) hereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing this Guarantee for endorsement of such payment unless the Guarantee be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.
- (e) When liability has been definitely fixed in accordance with the conditions of this Guarantee, the loss or damage shall be payable within thirty days thereafter.

6. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it 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 such claim had this Guarantee not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. The Assured if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right or subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving such rights or remedies.

7. GUARANTEE ENTIRE CONTRACT

Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Guarantee.

No provision or condition of this Guarantee can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

8. 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: Commonwealth Land Title Insurance Company, P.O. Box 45023, Jacksonville, FL 32204.

9. THE FEE SPECIFIED WITHIN THIS GUARANTEE IS THE TOTAL FEE FOR TITLE SEARCH AND EXAMINATION AND FOR THIS GUARANTEE.

END OF CONDITIONS AND STIPULATIONS