

**Return Address:**

Port of Seattle  
Anne Purcell  
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Seattle, WA 98111



**20090629000822**

PURCELL  
PAGE 01 OF 007  
08/29/2009 12:38  
KING COUNTY, WA

48.00

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

**Document Title(s)** (or transactions contained therein): (all areas applicable to your document must be filled in)

- 1. Judgment 2. \_\_\_\_\_
- 3. \_\_\_\_\_ 4. \_\_\_\_\_

**Reference Number(s) of Documents assigned or released:**

Additional reference #'s on page \_\_\_\_\_ of document

**Grantor(s)** Exactly as name(s) appear on document

- 1. Western Cartage \_\_\_\_\_
- 2. \_\_\_\_\_

Additional names on page \_\_\_\_\_ of document.

**Grantee(s)** Exactly as name(s) appear on document

- 1. Port of Seattle \_\_\_\_\_
- 2. \_\_\_\_\_

Additional names on page \_\_\_\_\_ of document.

**Legal description** (abbreviated: i.e. lot, block, plat or section, township, range)

Additional legal is on page \_\_\_\_\_ of document.

**Assessor's Property Tax Parcel/Account Number**

Assessor Tax # not yet assigned

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

\_\_\_\_\_  
Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements

Item Number: 5d Attach B  
Date of Meeting: July 13, 2010

**CERTIFIED  
COPY**

**FILED**

09 APR 30 AM 10:00

KING COUNTY  
SUPERIOR COURT CLERK  
SEATTLE, WA.

**ISSUED**

APR 30 2009

SECTOR & SUPERIOR CLERK  
SEATTLE WA

**EXPO1**  
09-2-16328-6

Recd. Date 04/30/2009 Acct. Date 04/30/2009 Time 10:04 AM

Receipt/Item # 0909-05-0702/01 Tran-Code 1110 Docket-Code #FFRAF  
Case #: 90

**IN THE SUPERIOR COURT OF WASHINGTON FOR KING COUNTY**

PORT OF SEATTLE, a municipal Corporation,  
  
Plaintiff,  
  
vs.  
  
WESTERN CARTAGE, INC.,  
a Washington corporation,  
  
Defendant.

Paid By: ANNE PURCELL, ATTORNEY  
Transaction Amount: \$20.00  
  
Cause No. 09-2-16328-6 SEA  
  
FINDINGS OF FACT AND  
CONCLUSIONS OF LAW;  
JUDGMENT; AND ORDER  
FOR WRIT OF RESTITUTION

**JUDGMENT SUMMARY**

- A. Judgment Creditor: Port of Seattle
- B. Judgment Debtor: Western Cartage, Inc.
- C. Principal Judgment amount: \$ 370,117.82
- D. Interest to date of Judgment: \$
- E. Attorney's Fees \$ 1,500.00
- F. Costs (Filing Fee \$157.00; Clerk's Order Fee \$30.00) \$ 187.00
- G. Other recovery amount \$
- H. Principal shall bear interest at 12% per annum
- I. Attorney's fees, costs and other recovery amounts shall bear interest at 12% per annum
- J. Attorney for Judgment Creditor: Anne Purcell
- K. Attorney for Judgment Debtor: David Carver

1  
2  
3 MOTION

4 COMES NOW plaintiff Port of Seattle (the "Port") and moves the court for judgment  
5 against defendants herein. Defendant is a Washington corporation doing business in King County,  
6 Washington. Venue is proper.

7 Defendant has appeared and an answer has not been filed and served herein.

8 THIS MATTER having come on regularly before the above-entitled court upon a Summons  
9 and Complaint for Unlawful Detainer requesting a judgment and a Writ of Restitution be granted  
10 against defendant Western Cartage, Inc. and said defendant appearing by David Carver, and  
11 plaintiff appearing by Anne Purcell; it appearing to the Court that the defendant has been duly  
12 served with the Summons and Complaint for Unlawful Detainer in this action, that more than the  
13 required period of time has elapsed since the date of making and completion of said service and  
14 that venue was proper; and this matter having been duly considered by the court and the Court  
15 being fully advised in the premises, now therefore makes the following:  
16  
17

18 FINDINGS OF FACT

19 1. Plaintiff is the owner of land and premises described as 387,930 square feet of yard  
20 and 41,280 square feet of warehouse that includes 4,800 square feet of office located at Terminal  
21 104, with an office address of 3629 Duwamish Avenue South, Seattle, King County, Washington.

22 2. On or about June 23, 2005 the Port leased to defendant Western Cartage, Inc. the  
23 premises above-described and defendant occupied the premises at the rate of \$70,753.21 per  
24 month, plus utilities and maintenance, for which there remains a total sum in arrearages due of  
25 \$448,135.82 unpaid to date, less \$78,018.00 in surety for a total of \$370,117.82.  
26  
27  
28

1  
2 3. The Port is a municipal corporation doing business in King County. Western  
3  
4 Cartage is a Washington corporation doing business in King County.

5 4. Defendant was served with a copy of the Summons and Complaint for Unlawful  
6  
7 Detainer on the 21st day of April, 2009.

8 5. Defendant is in default in the payment of rent for the months of November,  
9  
10 December, January, February, March and April, 2009 and the rent for those months is now past due  
11 and owing.

12 6. Plaintiff's costs for this action amount to \$157.00 filing fee and \$30.00 King  
13  
14 County Superior Court Clerk ex-parte motion fee.

15 7. Defendant has committed or permitted the following non-compliance with the terms  
16  
17 of tenancy:

- 18 • Failure to install and properly maintain an impervious cover over; and  
19 a containment barrier around stockpiled crushed glass material.
- 20 • Failure to provide evidence that application has been made to the  
21 Washington State Department of Ecology for Industrial Storm Water  
22 General Permit.
- 23 • Failure to increase lease deposit.

24 8. A 10-day Notice to Comply with Lease or Quit Premises to Western Cartage was  
25  
26 delivered to defendant through its attorney on April 1, 2009. Although more than 10 days has  
27  
28 elapsed since service of the Notice, defendant has not paid rent past due nor surrendered the  
premises nor conformed to the obligations of the tenancy and are now unlawfully detaining the  
same.

1  
2 WHEREFORE, the court having made these Findings of Fact now makes the following:  
3

4 CONCLUSIONS OF LAW

- 5 1. The court has jurisdiction over the parties and the subject matter herein.  
6 2. Defendant Western Cartage, Inc. should be adjudged to be in default in this action.  
7 3. Defendant Western Cartage should be adjudged guilty of unlawful detainer.  
8 4. Defendant Western Cartage should be evicted under and by virtue of a Writ of  
9 Restitution entered herein.  
10  
11 5. Judgment should be awarded in favor of the plaintiff and against defendant in the  
12 sum of \$370,117.82 for rent, utilities, finance charges and maintenance charges; and \$187.00 for  
13 costs and disbursements herein; and \$1,500.00 in reasonable attorney's fees.  
14 6. Plaintiff should be granted a Writ of Restitution restoring the premises set forth in  
15 paragraph 1 above to plaintiff.  
16

17 The court having made findings of fact and conclusions of law herein; now, therefore, it is  
18 hereby

19 JUDGMENT

20 ORDERED, ADJUDGED and DECREED that:

- 21 1. Defendant Western Cartage is guilty of unlawful detainer and its tenancy of  
22 premises described as 387,930 square feet of yard and 41,280 square feet of warehouse that  
23 includes 4,800 square feet of office located at Terminal 104, with an office address of 3629  
24 Duwamish Avenue South, Seattle, King County, Washington under Lease Agreement dated  
25 June 23, 2005 is hereby terminated.  
26  
27  
28

1  
2 2. Defendant is EVICTED under and by virtue of the Writ of Restitution issued  
3 contemporaneously herewith.  
4

5 3. The Port is awarded judgment against defendant as follows:

6 A. \$370,117.82 in rent arrearages, utilities, finance and maintenance charges;

7 B. \$187.00 in costs; and

8 C. \$1,500.00 in attorney's fees.

9 TOTAL AMOUNT OF JUDGMENT: \$ 371,804.82 <sup>BSC</sup>  
10 *ap NPT*

11 4. The Clerk of the Court shall issue forthwith a Writ of Restitution restoring to  
12 plaintiff possession of the premises. The judgment having been entered herein, no bond is  
13 required.

14 DATED: 4/30/09, 2009.

15  
16 Nancy Bradburn-Johnson  
17 ~~Judge~~ Court Commissioner

18 Presented by:

19 Anne Purcell

20 Anne Purcell, WSBA #33534  
21 Senior Port Counsel

22 Copy Received:

23 David E. Carver

24 David Carver, WSBA #12478  
25 Attorney for Western Cartage, Inc.  
26  
27  
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