

MERCER ISLAND SHORT PLAT NO. MI-82-04-09
GOVT. LOTS 1 AND 2 (NW 1/4 OF N.E. 1/4 AND NE 1/4 OF N.E. 1/4), SEC. 36, T24N., R. 4EWM.

SHEET 1 OF 2

Conditions of Approval:

- All the utility systems serving the plat shall be underground and designed and installed in accordance with the requirements of the City Engineer. Those which do not follow the procedure for existing driveway easements may be required to be installed by hand in "cut and cover" trenches. All drainage, roof and foundation drains shall be fitted in an approved manner to Lake Washington or to an approved storm drainage system.
- No land clearing, excavation, filling or construction of utilities, storm drainage, roadways or buildings shall be allowed prior to obtaining the necessary permits from the City. Permits may be required to be accompanied by a soils report. Soils reports shall be prepared by a Licensed Civil Engineer experienced in soils mechanics. Any recommendations contained in soils reports may be considered a condition of approval to be applied to the discretion of the Code Official or the City Engineer. All construction shall conform to the soils report recommendations, the Standards and Specifications of the City, conditions of the permit issued, and the plans, specifications and details submitted to the City and approved for construction.
- The construction season for utilities, storm drainage, roadways, retaining walls, clearing and grading work shall not begin until April 1 and shall be completed by October 1 of any year, unless otherwise approved by the City Engineer and Code Official.
- The City Engineer may require a pre-construction conference with all of the contractors and subcontractors prior to commencing any plat improvement work. Prior to construction the Developer or Applicant shall submit a detailed construction schedule satisfactory to the City Engineer.
- The City Engineer, Code Official or their designee will inspect all plat improvements and building construction before, during and after construction. The City Engineer or Code Official may request that additional design drawings be submitted for review and approval to detail the construction and may also require that a Soils Engineer be present to monitor and review site conditions during construction and recommend changes. All costs of the plat improvements including inspection, monitoring and any necessary additional expenditures to the work shall be borne by the Developer or Applicant.
- A plan whereby temporary erosion/sedimentation control facilities are installed and maintained during and following all land alteration construction such as clearing, excavation, filling and trenching shall be submitted to and approved by the City Engineer and Code Official prior to commencing construction. Said facilities shall be modified as required to insure that complete storm-water and/or ground water runoff erosion and siltation control is provided. It shall be the responsibility of the Contractor and the Developer or Applicant to provide and maintain these and additional facilities as may be needed to prevent erosion and siltation. Exposed soil surfaces shall be conditionally retained by seeding, sodding, strip marking, burlapting, mulching or other suitable means as required by the City Engineer or Code Official.
- No land clearing or tree removal shall be allowed without the approval of the Code Official. All trees to be removed shall be tagged for removal by the Developer or Applicant and approved by the Code Official prior to removal.

- All negative impacts of construction on the site, on adjacent properties or on public rights-of-way such as siltation, soil water runoff, etc. shall be expeditiously mitigated by the Contractor, the Developer or the Applicant. Failure to do so, or failing to comply with these conditions of approval, the recommendations of the approved plans, the conditions of the permits issued by the requirements of the City Engineer or Code Official shall become a condition of approval. The City Engineer or Code Official shall be deemed to have approved the plat if the Contractor or Developer or Applicant fails to take the necessary steps to protect the safety of the public.
- All negative impacts of the plat improvements may be required to be eliminated and approved prior to the construction of individual dwelling units.
- Maintenance and repair of private sewer systems, drainage roads and easements and storm drainage facilities shall be the responsibility of the owner of each lot. The owner and each lot owner shall pay a fair share of the cost thereof, except that, the owner of any line, lot shall not be responsible for that part of the private sewer system within their observation. To the extent that said maintenance or repair are not performed to the satisfaction of the City Engineer or Code Official, the City shall have the right to enter upon the premises and perform the necessary maintenance or repair and shall charge the owner of each lot with their share of the total costs, and in addition, the City or the owner of any lot shall have the right to bring action in Superior Court to require said maintenance or repair as deemed necessary by the City Engineer.
- The Developer or Applicant shall be required to provide to the City Engineer prior to the issuance of any City permits a Hold Harmless Agreement in accordance with having the signatures of all parties involved in the development of the property and duly notarized which shall identify and hold harmless the City of Mercer Island, its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the construction and shall afford reasonable notice of claim and the expense of defending any suit brought against the City, its agents or employees as a result of the issuance of City construction permits under any construction undertaken.
- Prior to commencing construction on the plat improvements and dwelling improvements, the Developer or Applicant shall provide on a City form a Certificate of Insurance to the City Engineer as proof of liability insurance coverage in such amount and form as the City Engineer deems necessary. Said insurance shall be Comprehensive Commercial General Liability and Comprehensive General Property Damage Liability Insurance on an occurrence basis for limits of not less than one million dollars (\$1,000,000) for bodily injury including death and for damage to or destruction of public and/or private property, including loss of use thereof, arising from such occurrences with no deductible amount. The City of Mercer Island, its officers, agents and employees shall be listed as Additional Named Insured on the policy. The policy shall remain in full force throughout the construction period.

SHORT PLAT NO. _____
CITY OF MERCER ISLAND
KING COUNTY, WASHINGTON

AFFIDAVIT OF OWNERSHIP

APPROVALS
CITY OF MERCER ISLAND
Department of Administration
Examined and approved this 20 day of October 1983
Harley H. Hays - Mayor
Department of Records
Return to:
City of Mercer Island
Planning Department
305 - 8th Ave. S.E.
Mercer Island, W. 98040

OWNER: Ahmed M. Jaddi and Bertha Jaddi, husband & wife
9115 S.E. 72nd Place
Mercer Island, WA 98040
Mervin Treitsky and Jacqueline Treitsky, husband & wife
616 N.W. Coburnem Ct.
7182 - 1st Ave. S.E.
Seattle, WA 98148
Jack Treitsky and Louise Treitsky, married & wife
c/o R.M. Cochrane Co.
7182 - 1st Ave. S.E.
Seattle, WA 98148

DECLARATION:
I, the undersigned, owner in the 1970's of the land herein described have entered into a boundary line and easement agreement and declare this drawing to be the graphic representation thereof. In witness where we have set our hands and seals.
Ahmed M. Jaddi
Bertha Jaddi
Mervin Treitsky
Jacqueline Treitsky
Jack Treitsky
Louise Treitsky
Bank of Seattle

STATE OF WASHINGTON
COUNTY OF KING
On this day personally appeared before me Ahmed M. Jaddi and Bertha Jaddi, husband and wife, Mervin Treitsky and Jacqueline Treitsky, husband and wife, and Jack Treitsky and Louise Treitsky, husband and wife, to me known to be the individuals 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 20 day of October 1983.
Notary Public in and for the State of Washington,
residing at Bellevue

APPROVED FOR THE CITY OF MERCER ISLAND
DATE: 10/20/83
PLAT NO. MI-82-04-09
OWNER: Ahmed M. Jaddi & Bertha Jaddi
OFFICER: [Signature]
CITY OF MERCER ISLAND

RECORD SURVEY
OF SHORT PLAT
FOR AHMED M. JADDI

PREPARED BY: ANDRASA OOK
Map for record this 26 day of OCTOBER 1983
in book 87 page 4306 as per SB 82-114
ROBERT W. JONES
ELLEN HANSEN JAMES S. WILKES
Sgt. Dep. of Records

PREPARED BY: [Signature]
This map correctly represents a survey made by me or under my direction in accordance with the requirements of the Survey Recording Act of the State of Washington.
C. [Signature]

JONES, BASSI & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
7034 S.E. 82nd Avenue - MERCER ISLAND, WASHINGTON 98040
DWN
SVD
APP'D
SCALE
DATE: 10-20-83

MERCER ISLAND SHORT PLAT NO. MI-82-04-09
GOVT. LOTS 1 AND 2 IN NW 1/4 OF NE 1/4 AND NE 1/4 OF NE 1/4, SEC 36, T24N, R42E, WM

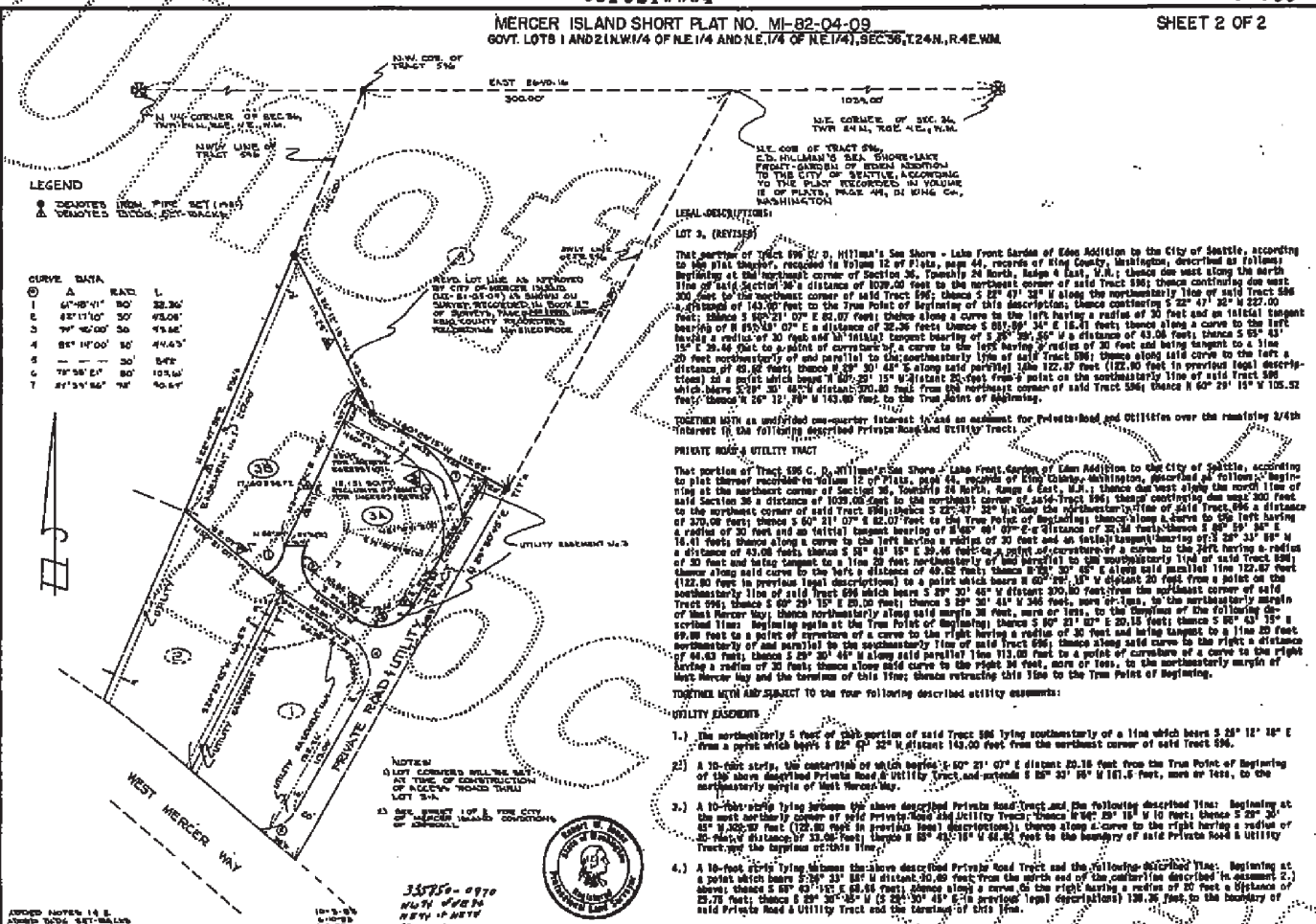
SHEET 2 OF 2

LEGEND

- DENOTES IRON PIPE SET (I.P.S.)
- △ DENOTES IRON PIN (I.P.)

CURVE DATA

NO.	ANGLE	RADIUS	LENGTH
1	67°08'11"	80	38.36
2	42°11'00"	30	45.81
3	79°40'00"	30	47.82
4	82°14'00"	30	47.62
5	---	---	---
6	79°38'14"	30	47.56
7	21°24'52"	75	40.47



LEGAL DESCRIPTIONS:

LOT 3, (REVISED)

The portion of Tract 696 R. D. Hillman's Sea Shore - Lake Front Garden of Eden Addition to the City of Seattle, according to the plat thereof, recorded in Volume 12 of Plats, page 44, records of King County, Washington, described as follows: Beginning at the northeast corner of Section 36, Township 24 North, Range 4 East, N.M.; thence due west along the north bearing of said Section 36 a distance of 109.00 feet to the northeast corner of said Tract 696; thence continuing due west 200 feet to the northeast corner of said Tract 696; thence S 22° 47' 38" W along the northerly line of said Tract 696 a distance of 143.00 feet to the True Point of Beginning of this description; thence continuing S 22° 47' 38" W 227.00 feet; thence S 89° 21' 07" E 22.07 feet; thence along a curve to the left having a radius of 30 feet and an initial tangent bearing of N 85° 34' 07" E a distance of 32.36 feet; thence S 81° 59' 34" E 18.81 feet; thence along a curve to the left having a radius of 30 feet and an initial tangent bearing of S 28° 39' 34" E a distance of 43.00 feet; thence S 52° 41' 15" E 29.44 feet to a point of curvature; thence along a curve to the left having a radius of 30 feet and an initial tangent bearing of N 85° 34' 07" E a distance of 32.36 feet; thence S 81° 59' 34" E 18.81 feet; thence along said curve to the left a distance of 43.00 feet; thence S 28° 39' 34" E along said parallel line 122.87 feet (122.80 feet in previous legal descriptions) to a point which bears N 60° 23' 15" E distant 20.00 feet from the northerly line of said Tract 696 which bears S 28° 39' 34" E distant 20.00 feet from the northeast corner of said Tract 696; thence N 60° 23' 15" W 105.32 feet; thence N 28° 12' 39" W 143.00 feet to the True Point of Beginning.

TOGETHER WITH an undivided one-quarter interest in and an easement for Private Road and Utilities over the remaining 3/4 interest in the following described Private Road and Utility Tract:

PRIVATE ROAD & UTILITY TRACT

The portion of Tract 696 R. D. Hillman's Sea Shore - Lake Front Garden of Eden Addition to the City of Seattle, according to the plat thereof, recorded in Volume 12 of Plats, page 44, records of King County, Washington, described as follows: Beginning at the northeast corner of Section 36, Township 24 North, Range 4 East, N.M.; thence due west along the north line of said Section 36 a distance of 109.00 feet to the northeast corner of said Tract 696; thence continuing due west 200 feet to the northeast corner of said Tract 696; thence S 22° 47' 38" W along the northerly line of said Tract 696 a distance of 143.00 feet; thence S 89° 21' 07" E 22.07 feet to the True Point of Beginning of this description; thence along a curve to the left having a radius of 30 feet and an initial tangent bearing of N 85° 34' 07" E a distance of 32.36 feet; thence S 81° 59' 34" E 18.81 feet; thence along a curve to the left having a radius of 30 feet and an initial tangent bearing of S 28° 39' 34" E a distance of 43.00 feet; thence S 52° 41' 15" E 29.44 feet to a point of curvature; thence along a curve to the left having a radius of 30 feet and an initial tangent bearing of N 85° 34' 07" E a distance of 32.36 feet; thence S 81° 59' 34" E 18.81 feet; thence along said curve to the left a distance of 43.00 feet; thence S 28° 39' 34" E along said parallel line 122.87 feet (122.80 feet in previous legal descriptions) to a point which bears N 60° 23' 15" E distant 20.00 feet from the northerly line of said Tract 696 which bears S 28° 39' 34" E distant 20.00 feet from the northeast corner of said Tract 696; thence N 60° 23' 15" W 105.32 feet, more or less, to the northerly margin of West Mercer Way; thence northerly along said margin 30 feet, more or less, to the beginning of the following described line: Beginning again at the True Point of Beginning; thence S 50° 21' 07" E 20.15 feet; thence S 89° 43' 15" E 69.89 feet to a point of curvature of a curve to the right having a radius of 30 feet and being tangent to a line 20 feet northerly of and parallel to the northerly line of said Tract 696; thence along said curve to the right a distance of 44.43 feet; thence S 28° 39' 34" E along said parallel line 113.00 feet to a point of curvature of a curve to the right having a radius of 30 feet; thence along said curve to the right 34 feet, more or less, to the northerly margin of West Mercer Way and the terminus of this line; thence retracing this line to the True Point of Beginning.

TOGETHER WITH AND SUBJECT TO the four following described utility easements:

UTILITY EASEMENTS

- 1.) The northerly 5 feet of that portion of said Tract 696 lying southerly of a line which bears S 28° 12' 39" E from a point which bears S 28° 39' 34" E distant 143.00 feet from the northeast corner of said Tract 696.
- 2.) A 10-foot strip, the centerline of which bears S 50° 21' 07" E distant 20.15 feet from the True Point of Beginning of the above described Private Road & Utility Tract, and extends E 28° 31' 15" W 161.5 feet, more or less, to the northerly margin of West Mercer Way.
- 3.) A 10-foot strip lying between the above described Private Road Tract and the following described line: Beginning at the most northerly corner of said Private Road & Utility Tract; thence N 60° 23' 15" W 10 feet; thence S 28° 39' 34" E 122.80 feet (122.80 feet in previous legal descriptions); thence along a curve to the right having a radius of 30 feet and an initial tangent bearing of N 85° 34' 07" E a distance of 32.36 feet to the boundary of said Private Road & Utility Tract; and the terminus of this line.
- 4.) A 10-foot strip lying between the above described Private Road Tract and the following described line: Beginning at a point which bears S 28° 39' 34" E distant 20.00 feet from the north end of the centerline described in easement 2.) above; thence S 89° 43' 15" E 69.89 feet; thence along a curve to the right having a radius of 30 feet a distance of 44.43 feet; thence S 28° 39' 34" E 113.00 feet to the boundary of said Private Road & Utility Tract and the terminus of this line.

NOTES:
 1. LOT CORNERS WILL BE SET AT TIME OF CONSTRUCTION OF SECTION 36 TRACT.
 2. SEE PLAT OF WEST MERCER WAY FOR CITY OF SEATTLE'S CONTRIBUTION TO THIS PROJECT.
 3. 33575-0970
 4. 10-3-82
 5. 6-10-82
 6. 6-10-82



RECORD SURVEY
 OF SHORT PLAT
 FOR AHMED M. JADDI

RECORDS DEPARTMENT
 6310249004
 This plat is to be recorded in the name of AHMED M. JADDI
 in Book 37 of PLATS at page 44 in the name of
 ROBERT W. JONES
 ELLEN HANSEN JAMES S. WELLES
 Supt. of Records

APPROVED
 I, the undersigned, certify that I am a duly licensed Professional Engineer in the State of Washington, and that I am the author of the above described plat, and that the same is a true and correct copy of the original as the same appears in my files.
 ROBERT W. JONES
 Certificate No. 14874

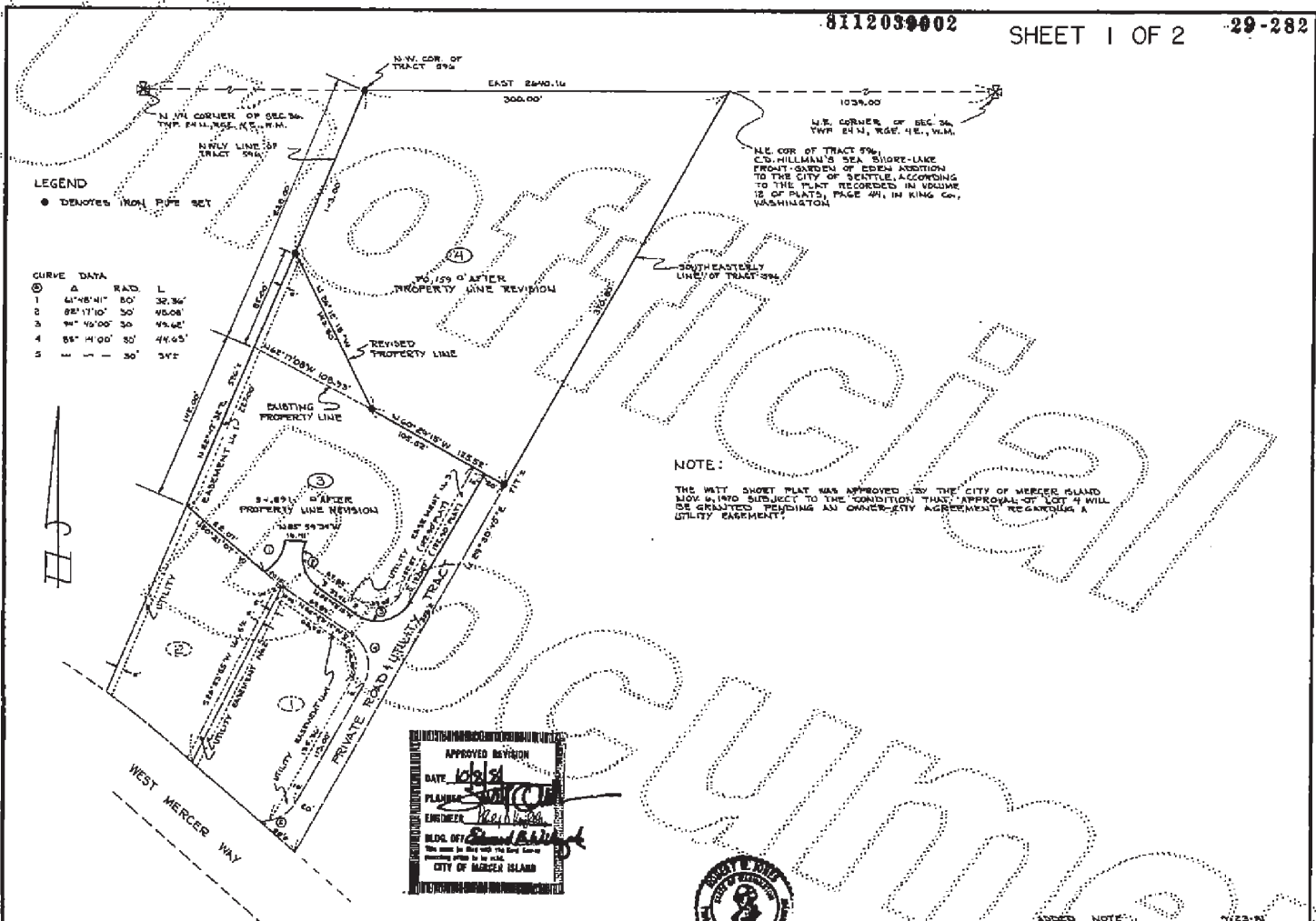
JONES, BASSI & ASSOCIATES
 PROFESSIONAL LAND SURVEYORS
 7254 AVE. NE, SUITE 200 - REDMOND, WASHINGTON 98073
 DWN M.W.M. 11/15/82
 BYD M.W.M. 11/15/82
 APP'D R.W.J. 11/15/82

LEGEND

● DENOTES IRON PIPE SET

CURVE DATA

①	A	RAZD	L
1	41°45'41"	80'	32.36'
2	82°17'10"	50'	45.08'
3	94°49'00"	30'	49.66'
4	85°14'00"	80'	44.65'
5	-	-	34'



NOTE:

THE WET SHORT PLAT WAS APPROVED BY THE CITY OF MERCER ISLAND NOV. 6, 1970 SUBJECT TO THE CONDITION THAT APPROVAL OF LOT 4 WILL BE GRANTED PENDING AN OWNER-ENTRY AGREEMENT REGARDING A UTILITY EASEMENT.

APPROVED BY THE CITY OF MERCER ISLAND
 DATE 10/3/81
 PLANNING COMMISSION
 ENGINEER [Signature]
 M.D.G. OFFICE
 CITY OF MERCER ISLAND



SURVEY OF BOUNDARY LINE REVISION BETWEEN LOTS 3 AND 4 IN THE WET SHORT PLAT OF TRACT 596, C.D. HILLMAN'S SEA SHORE-LAKE FRONT ADDITION OF EDEN ADDITION TO THE CITY OF SEATTLE, SAID SHORT PLAT HAVING BEEN APPROVED BY THE CITY OF MERCER ISLAND NOVEMBER 6, 1970, THE PROPERTY IS LOCATED IN GOVT LOTS 1 AND 2 (NW/4 OF NE/4 AND NE/4 OF NE/4), ALL IN SECTION 36, T.24N., R. 12E., W.M. SAID CD-HILLMAN'S PLAT IS RECORDED IN VOL. 12 PAGE 44, RECORDS OF KING COUNTY.

RECORDS CERTIFICATE
 8112039002
 Filed for record this 1st day of Dec. 1981 at 8:50 PM
 in book 29 of SURVEYS at page 282 of the report of
 AOB JONES
 City of Records [Signature]

REVISIONS CERTIFICATE
 This map correctly represents a survey made by me or under my direction in accordance with the requirements of the Surveying Act at the request of ARNOLD M. JACOB
 M. J. JUBIE 1981
 [Signature]
 Certificate No. 2334

JONES, BASSI & ASSOCIATES
 PROFESSIONAL LAND SURVEYORS
 7424 N.E. 42nd - 352-8888 - MERCER ISLAND, WASHINGTON 98040

DWN M.W.M.	SCALE 1"=50'	DATE 6-116-81
EVD M.W.M.	P.L. 509	PAGE 25
APP'D R.W.J.		JOB NO. 1769A75

BOUNDARY LINE REVISION AFFECTING LOTS 3 AND 4 OF THE WATT SHORT PLAT OF TRACT 596, C. D. HILLMAN'S SEA SHORE - LAKE FRONT GARDEN OF EDEN ADDITION TO THE CITY OF SEATTLE

LEGAL DESCRIPTIONS:

LOT 3, (REVISED):

That portion of Tract 596, C. D. Hillman's Sea Shore - Lake Front Garden of Eden Addition to the City of Seattle, according to the plat thereof, recorded in Volume 12 of Plats, page 44, records of King County, Washington, described as follows: Beginning at the northeast corner of Section 36, Township 24 North, Range 4 East, W. M.; thence due west along the north line of said Section 36 a distance of 1039.00 feet to the northeast corner of said Tract 596; thence continuing due west 300 feet to the northwest corner of said Tract 596; thence S 22°47'32" W along the northwesterly line of said Tract 596 a distance of 143.00 feet to the True Point of Beginning of this description; thence continuing S 22°47'32" W 227.00 feet; thence S 50°21'07" E 26.33 feet; thence along a curve to the left, having a radius of 30 feet and an initial tangent bearing of N 65°48'07" E a distance of 32.36 feet; thence S 85°59'34" E 16.41 feet; thence along a curve to the left, having a radius of 30 feet and an initial tangent bearing of S 26°33'55" W a distance of 43.00 feet; thence S 55°43'15" E 39.55 feet to a point of curvature of a curve to the left having a radius of 30 feet and being tangent to a line 20 feet northwesterly of and parallel to the southeasterly line of said Tract 596; thence along said curve to the left a distance of 49.62 feet; thence N 29°30'45" E along said parallel line 122.00 feet to a point on the southeasterly line of said Tract 596 which bears N 60°29'15" W distant 20 feet from a point on the southeasterly line of said Tract 596 which bears S 29°30'45" W distant 370.00 feet from the northeast corner of said Tract 596; thence S 60°29'15" W 105.52 feet; thence N 26°12'18" W 143.00 feet to the True Point of Beginning.

TOGETHER WITH an undivided one-quarter interest in and an easement Private Road and Utility Tract over the remaining 3/4th interest in the following described Private Road and Utility Tract:

PRIVATE ROAD & UTILITY TRACT

That portion of Tract 596 C. D. Hillman's Sea Shore - Lake Front Garden of Eden Addition to the City of Seattle, according to plat thereof recorded in Volume 12 of Plats, page 44, records of King County, Washington, described as follows: Beginning at the northeast corner of Section 36, Township 24 North, Range 4 East, W. M.; thence due west along the north line of said Section 36 a distance of 1039.00 feet to the northeast corner of said Tract 596; thence continuing due west 300 feet to the northwest corner of said Tract 596; thence S 22°47'32" W along the northwesterly line of said Tract 596 a distance of 370.00 feet; thence S 50°21'07" E 32.07 feet to the True Point of Beginning; thence along a curve to the left having a radius of 30 feet and an initial tangent bearing of N 65°48'07" E a distance of 32.36 feet; thence S 85°59'34" E 16.41 feet; thence along a curve to the left having a radius of 30 feet and an initial tangent bearing of S 26°33'55" W a distance of 43.00 feet; thence S 55°43'15" E 39.55 feet to a point of curvature of a curve to the left having a radius of 30 feet and being tangent to a line 20 feet northwesterly of and parallel to the southeasterly line of said Tract 596; thence along said curve to the left a distance of 49.62 feet; thence N 29°30'45" E along said parallel line 122.00 feet from a point on the southeasterly line of said Tract 596 which bears S 29°30'45" W distant 370.00 feet from the northeast corner of said Tract 596; thence S 60°29'15" W 105.52 feet; thence northwesterly along said margin 36 feet, more or less, to the terminus of the following described line: Beginning again at the True Point of Beginning; thence S 50°21'07" E 20.15 feet; thence S 55°43'15" E 69.66 feet to a point of curvature of a curve to the right having a radius of 30 feet and being tangent to a line 20 feet northwesterly of and parallel to the southeasterly line of said Tract 596; thence along said curve to the right a distance of 44.63 feet; thence S 29°30'45" W along said parallel line 493.00 feet to a point of curvature of a curve to the right having a radius of 30 feet; thence along said curve to the right 34 feet, more or less, to the northwesterly margin of West Mercer Way and the terminus of this line; thence retracing this line to the True Point of Beginning.

TOGETHER WITH AND SUBJECT TO the four following described utility easements:

UTILITY EASEMENTS

- 1.) The northwesterly 5 feet of that portion of said Tract 596 lying southeasterly of a line which bears S 26°12'18" E from a point which bears S 22°47'32" W distant 143.00 feet from the northeast corner of said Tract 596.
2.) A 10-foot strip, the center-line of which begins S 50°21'07" E distant 20.15 feet from the True Point of Beginning of the above described Private Road & Utility Tract and extends S 26°33'55" W 161.5 feet, more or less, to the Northwesterly margin of West Mercer Way.
3.) A 10-foot strip lying between the above described Private Road Tract and the following described line: Beginning at the most northerly corner of said Private Road and Utility Tract; thence N 60°29'15" W 10 feet; thence S 29°30'45" W 122.00 feet in previous legal description; thence along a curve to the right having a radius of 20 feet a distance of 33.06 feet; thence N 55°43'15" W 62.62 feet to the boundary of said Private Road & Utility Tract and the terminus of this line.
4.) A 10-foot strip lying between the above described Private Road Tract and the following described line: Beginning at a point which bears S 26°33'55" W distant 10.09 feet from the north end of the centerline described in item 2. above; thence S 55°43'15" E 53.55 feet; thence along a curve to the right having a radius of 20 feet a distance of 29.75 feet; thence S 29°30'45" W (S 29°30'45" E in previous legal description) 136.36 feet to the boundary of said Private Road & Utility Tract and the terminus of this line.

LEGAL DESCRIPTIONS, CONTINUED

LOT 4 (REVISED)

That portion of Tract 596, C. D. Hillman's Sea Shore - Lake Front Garden of Eden Addition to the City of Seattle, according to the plat thereof, recorded in Volume 12 of Plats, page 44, records of King County, Washington, described as follows: Beginning at the northeast corner of Section 36, Township 24 North, Range 4 East, W. M.; thence due west along the north line of said Section 36 a distance of 1039.00 feet to the northeast corner of said Tract 596; thence continuing due west 300 feet to the northwest corner of said Tract 596; thence S 22°47'32" W along the northwesterly line of said Tract 596 a distance of 143.00 feet to the True Point of Beginning; thence continuing due west 300 feet to the northwest corner of said Tract 596; thence S 22°47'32" W along the northwesterly line of said Tract 596 a distance of 143.00 feet; thence S 26°12'18" W 143.00 feet; thence S 60°29'15" E 105.52 feet to a point on the southeasterly line of said Tract 596 which bears S 29°30'45" W distant 370.00 feet from the northeast corner of said Tract 596; thence S 60°29'15" E 370.00 feet to the True Point of Beginning.

TOGETHER WITH an undivided one-quarter interest in and an easement for Private Road and Utility Tract over the remaining 3/4th interest in the following described Private Road and Utility Tract. (See lot 3.)

ALSO TOGETHER WITH the four following described Utility Easements: (See Lot 3.)

PRESENT LEGAL DESCRIPTIONS before boundary line revision:

Lots 3 and 4 in the Watt Short Plat of Tract 596, C. D. Hillman's Sea Shore - Lake Front Garden of Eden Addition to the City of Seattle as recorded in Volume 12 of Plats, page 44, records of King County, Washington. Said Watt Short Plat was approved Nov. 6, 1970 subject to certain conditions. For complete legal descriptions of said Lots 3 and 4 in the Watt Short Plat see instrument recorded under King County Recorder's Recording No. B10260569.

FILE MI-81-5-04 CITY OF MERCER ISLAND KING COUNTY, WASHINGTON

APPROVALS

KING COUNTY CITY OF MERCER ISLAND

Department of Assessments

Examined and approved this 2 day of DECEMBER, 1981.

Harvey H. Hood

King County Assessor

Department of Records

Filed for record at the request of:

Return to:

City of Mercer Island Planning Department 3505 - 88th Ave., S.E. Mercer Island, WA 98040

Owner: Ahmed M. Jaddi and Barika Jaddi, husband & wife 9135 S.E. 72nd Place Mercer Island, WA 98040

Herman Trotsky and Jacqueline Trotsky, husband & wife c/o W. H. Cooper Co. 2152 - 1st Ave. So. Seattle, WA 98108

Jack Trotsky and Louise Trotsky, husband & wife c/o W. H. Cooper Co. 7152 - 1st Ave. So. Seattle, WA 98108

Taxmap: 1-15

DECLARATION:

I, the undersigned, owners in fee simple of the land herein described have entered into a boundary line and easement agreement and declare this drawing to be the graphic representation thereof. In witness where we have set our hands and seals.

Signatures of Ahmed M. Jaddi, Barika Jaddi, Herman Trotsky, Jacqueline Trotsky, Jack Trotsky, and Louise Trotsky.

STATE OF WASHINGTON

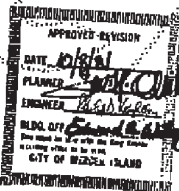
COUNTY OF KING

On this day personally appeared before me Ahmed M. Jaddi and Barika Jaddi, husband and wife, Herman Trotsky and Jacqueline Trotsky, husband and wife, and Jack Trotsky and Louise Trotsky, husband and wife, to me known to be the individuals 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 27th day of December, 1981.

Notary Public in and for the State of Washington, residing at 1234 5th Ave.

MAP ON FILE IN VAULT

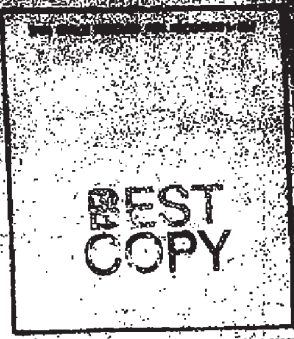


Surveyor's Certificate form with fields for date, book, page, and signature.

Surveyor's Certificate form with fields for date, book, page, and signature.

Professional Land Surveyors logo for Jones, Bassi & Associates, Inc. with contact information and a table for scale and date.

TO Western Pacific Ferry Co.
1200 1st Ave
Seattle, Wash., 98101



42
9.50
RECORDED
INDEXED
FEB 21 1970
FILED
KING COUNTY, WASH.

671630

Statutory Warranty Deed

THE GRANTOR

JAMES L. WATT and JEAN C. WATT, his wife

for and in consideration of

----- Ten Dollars -----

in hand paid, conveys and warrants to

HANS O. K. FRIEDRICH and CHRISTA E. FRIEDRICH, his wife

King, State of Washington

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

AS HERETO ATTACHED

0
B-920655- W-3

THAT PORTION OF TRACT 596, C. D. HILLMAN'S SEA SHORE - LAKE FRONT - GARDEN OF EDEN ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT RECORDED IN VOLUME 12 OF PLATS, PAGE 44, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON; THENCE DUE WEST ALONG THE NORTH LINE OF SAID SECTION 36, A DISTANCE OF 1039.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT 596; THENCE CONTINUING DUE WEST 300 FEET TO THE NORTHWEST CORNER OF SAID TRACT 596; THENCE SOUTH 22°47'32" WEST ALONG THE NORTHWESTERLY LINE OF SAID TRACT 596, A DISTANCE OF 370.00 FEET; THENCE SOUTH 50°21'07" EAST 102.22 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 59°43'15" EAST 69.89 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 30 FEET, AND BEING TANGENT TO A LINE 20 FEET NORTHWESTERLY OF AND PARALLEL TO THE SOUTHEASTERLY LINE OF SAID TRACT 596; THENCE ALONG SAID CURVE TO THE RIGHT A DISTANCE OF 44.63 FEET; THENCE SOUTH 29°30'45" WEST, ALONG SAID PARALLEL LINE 113.00 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 30 FEET; THENCE ALONG SAID CURVE TO THE RIGHT 34 FEET, MORE OR LESS, TO THE NORTHEASTERLY MARGIN OF WEST MERCER WAY; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY MARGIN 73 FEET, MORE OR LESS, TO A POINT FROM WHICH THE TRUE POINT OF BEGINNING BEARS NORTH 26°33'55" EAST; THENCE NORTH 26°33'55" EAST 161.5 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING;

TOGETHER WITH AN UNDIVIDED ONE-QUARTER INTEREST IN THE PRIVATE ROAD AND UTILITY TRACT DESCRIBED AS FOLLOWS:

THAT PORTION OF TRACT 596, C. D. HILLMAN'S SEA SHORE - LAKE FRONT - GARDEN OF EDEN ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT RECORDED IN VOLUME 12 OF PLATS, PAGE 44, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

2 additional sheets

NOV 20 1970 - 8 00 FILED BY PNY1

THE FOLLOWING DESCRIBED LINE:

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 30 FEET AND AN INITIAL TANGENT BEARING OF SOUTH 89°47'13" EAST 89.89 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 30 FEET AND AN INITIAL TANGENT BEARING OF SOUTH 29°30'45" WEST 133.00 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 30 FEET AND AN INITIAL TANGENT BEARING OF SOUTH 29°30'45" WEST 133.00 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 30 FEET AND BEING TANGENT TO A LINE 20 FEET NORTHWESTERLY OF AND PARALLEL TO THE SOUTHEASTERLY LINE OF SAID TRACT 596; THENCE ALONG SAID CURVE TO THE LEFT A DISTANCE OF 59.42 FEET; THENCE NORTH 29°30'45" EAST ALONG SAID PARALLEL LINE 122.90 FEET TO A POINT WHICH BEARS NORTH 60°29'15" WEST DISTANT 20 FEET FROM A POINT OF THE SOUTHEASTERLY LINE OF SAID TRACT 596 WHICH BEARS SOUTH 29°30'45" WEST DISTANT 370.80 FEET FROM THE NORTHEAST CORNER OF SAID TRACT 596; THENCE SOUTH 40°29'15" EAST 20.00 FEET; THENCE SOUTH 29°30'45" WEST 344 FEET, MORE OR LESS, TO THE NORTHEASTERLY MARGIN OF WEST MERCER WAY; THENCE NORTHWESTERLY TO THE SAID MARGIN 58 FEET, MORE OR LESS, TO THE TERMINUS OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AGAIN AT THE TRUE POINT OF BEGINNING; THENCE SOUTH 58°21'07" EAST 20.15 FEET; THENCE SOUTH 59°47'13" EAST 89.89 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 30 FEET AND BEING TANGENT TO A LINE 20 FEET NORTHWESTERLY OF AND PARALLEL TO THE SOUTHEASTERLY LINE OF SAID TRACT 596; THENCE ALONG SAID CURVE TO THE RIGHT A DISTANCE OF 44.63 FEET;

THENCE SOUTH 29°30'45" WEST ALONG SAID PARALLEL LINE 113.00 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 30 FEET; THENCE ALONG SAID CURVE TO THE RIGHT 34 FEET, MORE OR LESS, TO THE NORTHEASTERLY MARGIN OF WEST MERCER WAY AND THE TERMINUS OF THIS LINE; THENCE RETRACING THIS LINE TO THE TRUE POINT OF BEGINNING;

TOGETHER WITH AND SUBJECT TO THE FOUR FOLLOWING DESCRIBED UTILITY EASEMENTS:

1. THE NORTHWESTERLY 5 FEET OF THAT PORTION OF SAID TRACT 596 LYING SOUTHWESTERLY OF A LINE WHICH BEARS SOUTH 62°17'08" EAST FROM A POINT WHICH BEARS SOUTH 22°47'32" WEST DISTANT 228.00 FEET FROM THE NORTHWEST CORNER OF SAID TRACT 596.
2. A 10-FOOT STRIP, THE CENTERLINE OF WHICH BEGINS SOUTH 50°21'07" EAST DISTANT 20.15 FEET FROM THE TRUE POINT OF BEGINNING OF THE ABOVE DESCRIBED PRIVATE ROAD AND UTILITY TRACT AND EXTENDS SOUTH 26°33'55" WEST 161.5 FEET, MORE OR LESS, TO THE NORTHEASTERLY MARGIN OF WEST MERCER WAY.
3. A 10-FOOT STRIP LYING BETWEEN THE ABOVE DESCRIBED PRIVATE ROAD TRACT AND THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PRIVATE ROAD AND UTILITY TRACT; THENCE NORTH 60°29'15" WEST 10 FEET; THENCE SOUTH 29°30'45" WEST 122.90 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 20 FEET A DISTANCE OF 33.08 FEET; THENCE NORTH 59°43'15" WEST 62.82 FEET TO THE BOUNDARY OF SAID PRIVATE ROAD AND UTILITY TRACT AND THE TERMINUS OF THIS LINE.

4. A 10-FOOT STRIP LYING BETWEEN THE ABOVE DESCRIBED PRIVATE ROAD TRACT AND THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT WHICH BEARS SOUTH 26°33'55" WEST DISTANT 10.09 FEET FROM THE NORTH END OF THE CENTERLINE DESCRIBED IN ADDITIONAL EASEMENT 2 ABOVE; THENCE SOUTH 59°43'15" EAST 88.55 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 20 FEET A DISTANCE OF 29.75 FEET; THENCE SOUTH 29°30'45" EAST 139.36 FEET TO THE BOUNDARY OF SAID PRIVATE ROAD AND UTILITY TRACT AND THE TERMINUS OF THIS LINE.

COPY
FILED
SPY

NOV 20 1970 - 8 00 FILED BY PNYI

Dated this 18th day of November, 1970



Jane C. Watt (ma)
 Jean C. Watt (ma)

STATE OF WASHINGTON

County of King

On this day personally appeared before me James L. Watt and Jean C. Watt, his wife



to be the individuals 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 purposes therein mentioned.

Witness my hand and official seal this 18th day of November, 1970

Charles R. Kelly
Notary Public for the State of Washington,
residing at Harbor Island

BEST COPY

NOV 20 1970 - 8 00 FILED BY PNT

0-996276-1

REAL ESTATE CONTRACT

7501310235

THIS CONTRACT, made and entered into this 22nd day of January, 1975
between JAMES L. WATT and JEAN C. WATT, his wife

hereinafter called the "seller," and
CHARLES C. GORDON and MARGARET S. GORDON, his wife
hereinafter called the "purchaser,"

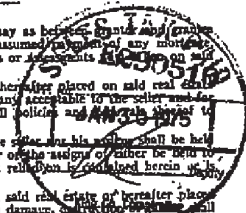
WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, with the appurtenances, in King County, State of Washington:

As hereto attached:

The terms and conditions of this contract are as follows: The purchase price is Eleven thousand five hundred and no/100 ----- (\$ 11,500.00) Dollars, of which Four thousand and no/100 ----- (\$ 4,000.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:
One hundred fifty-nine and no/100 ----- (\$ 159.00) Dollars, or more at purchaser's option, on or before the 20th day of February, 19 75, and One hundred fifty-nine and no/100 ----- (\$ 159.00) Dollars, or more at purchaser's option, on or before the 20th day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of 10 per cent per annum from the 20th day of January, 19 75, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal. All payments to be made hereunder shall be made at or at such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be January, 1975

- (1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as hereafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments on said real estate, the purchaser agrees to pay the same before delinquency.
- (2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and receipts therefor to the seller.
- (3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his wife shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller be held to either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement referred to is contained herein or in writing and attached to and made a part of this contract.
- (4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use; and agrees that no such damage or destruction shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.
- (5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by Fidelity National Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:
 - a. Printed general exceptions appearing in said policy form;
 - b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and
 - c. Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.



75U1310235

(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation, which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the seller under this contract.

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a statutory warranty deed to said real estate, excepting any part thereof heretofore taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to permit waste and not to use, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.

(9) In case the purchaser fails to make any payment herein provided or to maintain insurance, as herein required, the seller may make such payment or effect such insurance, and any amounts so paid by the seller, together with interest at the rate of 10% per annum thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller might have by reason of such default.

(10) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate; and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records to determine the condition of title at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

Charles Anderson (SEAL)
Margaret A. Gordon (SEAL)
Jean C. Watt (SEAL)
James L. Watt (SEAL)

STATE OF WASHINGTON,

County of King

On this day personally appeared before me James L. Watt & Jean C. Watt

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.

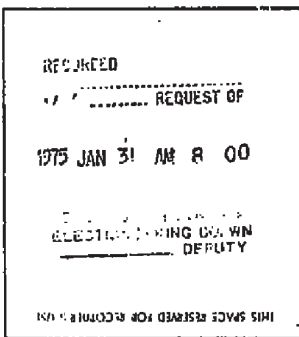
GIVEN under my hand and official seal this 22nd day of January, 1975

Michael M. Sullivan
Notary Public in and for the State of Washington

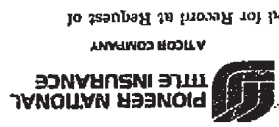
residing at Issaquah



75U1310235



2050
TO
Pioneer National Title Insurance
1700 2nd St
Issaquah, WA 98027



7501310235

THAT PORTION OF TRACT 596, C.D. HILLMAN'S SEA SHORE-LAKE FRONT-GARDEN OF EDEN ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT RECORDED IN VOLUME 12 OF PLATS, PAGE 44, IN KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON; THENCE DUE WEST ALONG THE NORTH LINE OF SAID SECTION 36, A DISTANCE OF 1039.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT 596; THENCE CONTINUING DUE WEST 300 FEET TO THE NORTHWEST CORNER OF SAID TRACT 596; THENCE SOUTH 22°47'32" WEST ALONG THE NORTHWESTERLY LINE OF SAID TRACT 596, A DISTANCE OF 370.00 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 50°21'07" EAST 102.22 FEET; THENCE SOUTH 26°33'55" WEST 161.5 FEET MORE OR LESS TO THE NORTHEASTERLY MARGIN OF WEST MERCER WAY; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY MARGIN TO THE NORTHWESTERLY LINE OF SAID TRACT 596; THENCE NORTH 22°47'32" EAST TO THE TRUE POINT OF BEGINNING

TOGETHER WITH AN UNDIVIDED ONE-QUARTER INTEREST IN AND AN EASEMENT FOR PRIVATE ROAD AND UTILITY TRACT OVER THE REMAINING 3/4 INTEREST DESCRIBED AS FOLLOWS:

THAT PORTION OF TRACT 596, C. D. HILLMAN'S SEA SHORE - LAKE FRONT- GARDEN OF EDEN ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT RECORDED IN VOLUME 12 OF PLATS, PAGE 44, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON; THENCE DUE WEST ALONG THE NORTH LINE OF SAID SECTION 36, A DISTANCE OF 1039.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT 596; THENCE CONTINUING DUE WEST 300 FEET TO THE NORTHWEST CORNER OF SAID TRACT 596; THENCE SOUTH 22°47'32" WEST ALONG THE NORTHWESTERLY LINE OF SAID TRACT 596 A DISTANCE OF 370.00 FEET; THENCE SOUTH 50°21'07" EAST 92.07 FEET TO THE TRUE POINT OF BEGINNING; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 30 FEET AND AN INITIAL TANGENT BEARING OF NORTH 65°49'07" EAST A DISTANCE OF 32.36 FEET; THENCE SOUTH 85°55'34" EAST 16.41 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 30 FEET AND AN INITIAL TANGENT BEARING OF SOUTH 26°33'55" WEST A DISTANCE OF 43.08 FEET; THENCE SOUTH 55°43'15" EAST 39.46 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 30 FEET AND BEING TANGENT TO A LINE 20 FEET NORTHWESTERLY OF AND PARALLEL TO THE SOUTHEASTERLY LINE OF SAID TRACT 596; THENCE ALONG SAID CURVE TO THE LEFT A DISTANCE OF 49.62 FEET; THENCE NORTH 29°30'45" EAST ALONG SAID PARALLEL LINE 122.90 FEET TO A POINT WHICH BEARS NORTH 60°29'15" WEST DISTANT 20 FEET FROM A POINT ON THE SOUTHEASTERLY LINE OF SAID TRACT 596 WHICH BEARS SOUTH 29°30'45" WEST DISTANT 370.80 FEET FROM THE NORTHEAST CORNER OF SAID TRACT 596; THENCE SOUTH 60°29'15" EAST 20.00 FEET; THENCE SOUTH 29°30'45" WEST 346 FEET, MORE OR LESS, TO THE NORTHEASTERLY MARGIN OF WEST MERCER WAY; THENCE NORTHWESTERLY ALONG SAID MARGIN 38 FEET, MORE OR LESS, TO THE TERMINUS OF

THE FOLLOWING DESCRIBED LINE:

BEGINNING AGAIN AT THE TRUE POINT OF BEGINNING; THENCE SOUTH 50°21'07" EAST 20.15 FEET; THENCE SOUTH 55°43'15" EAST 69.89 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 30 FEET AND BEING TANGENT TO A LINE 20 FEET NORTHWESTERLY OF AND PARALLEL TO THE SOUTHEASTERLY LINE OF SAID TRACT 596; THENCE ALONG SAID CURVE TO THE RIGHT A DISTANCE OF 44.63 FEET; THENCE SOUTH 29°30'45" WEST ALONG SAID PARALLEL LINE 113.00 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 30 FEET; THENCE ALONG SAID CURVE TO THE RIGHT 34 FEET, MORE OR LESS, TO THE NORTHEASTERLY MARGIN OF WEST MERCER WAY AND THE TERMINUS OF THIS LINE; THENCE RETRACING THIS LINE TO THE TRUE POINT OF BEGINNING;

7501310235

TOGETHER WITH AND SUBJECT TO THE FOUR FOLLOWING DESCRIBED UTILITY EASEMENTS:

1. THE NORTHWESTERLY 5 FEET OF THAT PORTION OF SAID TRACT 596 LYING SOUTHWESTERLY OF A LINE WHICH BEARS SOUTH 62°17'08" EAST FROM A POINT WHICH BEARS SOUTH 22°47'32" WEST DISTANT 228.00 FEET FROM THE NORTHWEST CORNER OF SAID TRACT 596.
2. A 10-FOOT STRIP, THE CENTERLINE OF WHICH BEGINS SOUTH 50°21'07" EAST DISTANT 20.15 FEET FROM THE TRUE POINT OF BEGINNING OF THE ABOVE DESCRIBED PRIVATE ROAD AND UTILITY TRACT AND EXTENDS SOUTH 26°33'55" WEST 161.5 FEET, MORE OR LESS, TO THE NORTHEASTERLY MARGIN OF WEST MERCER WAY.
3. A 10-FOOT STRIP LYING BETWEEN THE ABOVE DESCRIBED PRIVATE ROAD TRACT AND THE FOLLOWING DESCRIBED LINE:
BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PRIVATE ROAD AND UTILITY TRACT; THENCE NORTH 60°29'15" WEST 10 FEET; THENCE SOUTH 29°30'45" WEST 122.90 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 20 FEET A DISTANCE OF 33.08 FEET; THENCE NORTH 55°43'15" WEST 62.82 FEET TO THE BOUNDARY OF SAID PRIVATE ROAD AND UTILITY TRACT AND THE TERMINUS OF THIS LINE.
4. A 10-FOOT STRIP LYING BETWEEN THE ABOVE DESCRIBED PRIVATE ROAD TRACT AND THE FOLLOWING DESCRIBED LINE:
BEGINNING AT A POINT WHICH BEARS SOUTH 26°33'55" WEST DISTANT 10.09 FEET FROM THE NORTH END OF THE CENTERLINE DESCRIBED IN ADDITIONAL EASEMENT 2 ABOVE; THENCE SOUTH 55°43'15" EAST 68.55 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 20 FEET A DISTANCE OF 29.75 FEET; THENCE SOUTH 29°30'45" EAST 135.36 FEET TO THE BOUNDARY OF SAID PRIVATE ROAD AND UTILITY TRACT AND THE TERMINUS OF THIS LINE.

Sanitary Side Sewer and Storm
SEWER EASEMENT and MAINTENANCE AGREEMENT
and Release of Easement

86/10/30
REC'D F
CRSHSL

#1283 B
8.00
\$6.00

THIS AGREEMENT, made this 23rd day of September, 1986

between Ahmed M. Jaddi, Barika F. Jaddi, Herman Trotsky, Jacqueline Trotsky,
Jack Trotsky and Louise Trotsky

OWNER OF Lots 3A and 3B in Mercer Island Short Plat No. 82-04-09 as recorded
in Vol. 37 of Surveys, pages 263 and 263A under King County recording No. 8310249004.

WITNESSETH: That for and in consideration of the mutual covenants herein
expressed, it is hereby agreed between the above parties that:
1st - a sanitary side sewer and a storm sewer shall be constructed as follows: across a portion of said
Lot 3B in Mercer Island Short Plat No. MI-82-04-09 for the benefit of Lots 1, 2, 3 and 4
in Mercer Island Short Plat No. MI-85-12-19.

2nd - There shall be an easement ten (10) feet wide for said sanitary sewer and storm
sewer along the line as constructed for the use of said Lots 1, 2, 3 and 4 in said Short Plat No. MI-85-12-19
The legal description of the easement is given in Exhibit "A" which is attached hereto. in equal shares
3rd - The cost of construction of said sewer shall be borne by the

owners of the said properties as follows: Lots 1, 2, 3, and 4 in Mercer Island Short
Plat No. MI-85-12-19 (see Exhibit "B" for legal description thereof).

4th - The cost of maintenance, repair or construction of that portion
by the owners of Lots 1, 2, 3 and 4 in said Short Plat No. MI-84-12-19;
of the sewer used in common shall be borne in equal shares, and when necessary
to repair, clean or reconstruct

the sewer, the parties to this agreement shall have a right of entry for that
purpose. 5th - This agreement releases the easement for ingress, egress and
utilities across the northeasterly portion of Lot 3A in M.I. Short Plat No. MI-82-04-09
(see Exhibit "C"). This agreement shall be a covenant running with the land and
shall be binding upon all parties and their heirs and assigns forever.

IN WITNESS WHEREOF we hereunto set our hands and seals the day and year
first above written.

Ahmed M. Jaddi (Seal)
Barika F. Jaddi (Seal)
Herman Trotsky (Seal)
Jacqueline Trotsky (Seal)
Jack Trotsky
Louise Trotsky (Seal)

STATE OF WASHINGTON)
COUNTY OF KING) ss

This is to certify that on this 23 day of September, 1986
before me, the undersigned, a Notary Public in and for the State of Washington,
duly commissioned and sworn, personally came Ahmed M. Jaddi, Barika F. Jaddi,
Herman Trotsky, Jacqueline Trotsky, Jack Trotsky and Louise Trotsky
to me known to be the part who executed the within instrument, and acknowledged
to me that they signed and sealed the same as their free and voluntary
act and deed for the uses and purposes therein mentioned.

WITNESS my hand and seal this day and year in this certificate first above
written.



[Signature]
Notary Public in and for the State of
Washington

8610301283

RECEIVED THIS DAY
OCT 10 2 12 PM '88
KING COUNTY RECORDS
KING COUNTY

EXHIBIT "A"

8610301283

An easement for a storm-sewer line and appurtenances and for a sanitary-sewer line and appurtenances over, across, under and through that portion of Lot 3B in Mercer Island Short Plat No. MI-82-04-09 as recorded in Vol. 37 of Surveys, pages 263 and 263A under King County Recording No. B310249004 more particularly described as follows: Beginning at the most southerly corner of said Lot 3B; thence N 50° 21' 07" W along the southwesterly line of said Lot 3B for a distance of 82.07 feet to the most westerly corner of said Lot 3B; thence N 22° 47' 32" E along the northwesterly line of said Lot 3B for a distance of 115.00 feet; thence S 67° 12' 28" E 10.00 feet; thence S 22° 47' 32" W 107 feet, more or less, to an intersection with a line which is 10.00 feet northeasterly of, as measured at right angles to, the southwesterly line of said Lot 3B; thence S 50° 21' 07" E, parallel to the southwesterly line of said Lot 3B, for a distance of 79 feet, more or less, to an intersection with the southeasterly line of said Lot 3B; thence southwesterly along said southeasterly line to the point of beginning; situate in King County, Washington.

EXHIBIT "B"
(LEGAL DESCRIPTION OF PROPERTY INCLUDED IN
MERCER ISLAND SHORT PLAT NO. MJ-85-12-19)

That portion of Tract 595 of C. D. Hillman's Sea Shore-Lake Front Garden of Eden Addition to the City of Seattle, as per plat recorded in Volume 12 of Plats on page 44, records of King County, Northeastly of the following described line: Beginning at a point of the Easterly line of said Tract 595 from which point the Northeast corner thereof bears N 22° 47' 32" E a distance of 284.69 feet; thence N 83° 19' 10" W 293.19 feet to a point on the westerly line of said tract from which point the Northwest corner of said tract bears N 23° 57' 43" E a distance of 249.89 feet; Situate in the County of King, State of Washington.

8610301283

EXHIBIT "C"

That certain easement for ingress, egress and utilities across the northeasterly portion of Lot 3A in Mercer Island Short Plat No. MI-82-04-09 as recorded in Vol. 37 of Surveys, pages 263 and 263A under King County Recording No. 8310249004, said easement being 15 feet in width.

8610301283

8610301283

FILED for review at request of
Name AHMED JADOI
Address 1200 S. DEAR BORN
SEATTLE WA 98144

002777

002778

STORM WATER
EASEMENT and MAINTENANCE AGREEMENT

THIS AGREEMENT, made this 21st day of March, 1987

between Charles C. Gordon 02/02/87 41547 R
and Ahmed M. Jaddi et al RECD F 11.00 000001 14-00

OWNERS OF Lot 2 of Watts Short Plat

and Lot 3 & 4 of Watts Short Plat & Acres LEGAL DESCRIPTION EXHIBIT C
respectively

WITNESSETH: That for and in consideration of the mutual covenants herein expressed, it is hereby agreed between the above parties that:

1st - Storm water shall be constructed as follows: along the easterly property line of said Lot 2 of Watts Short Plat see map attached Exhibit A & LEGAL DESCRIPTION EXHIBIT D

2nd - There shall be an easement four (10) feet wide for storm along the line as constructed for the use of said properties.

3rd - The cost of construction of said storm water shall be borne by the owners of the said properties as follows: All by Jaddi et al

4th - The cost of maintenance, repair or construction of that portion of the storm used in common shall be borne in equal shares, except that the owners of any lower parcel shall not be responsible for the part of the storm above their connection; and when necessary to repair, clean or reconstruct the storm, the parties to this agreement shall have a right of entry for that purpose.

5th - This agreement shall be a covenant running with the land and shall be binding upon all parties and their heirs and assigns forever.

IN WITNESS WHEREOF we hereunto set our hands and seals the day and year first above written.

Charles C. Gordon (Seal)
Ahmed M. Jaddi (Seal)
Ahmed M. Jaddi (Seal)
(Seal)

STATE OF WASHINGTON)
COUNTY OF KING) ss
This is to certify that on this 21st day of March, 1987
before me, the undersigned, a Notary Public in and for the State of Washington,
duly commissioned and sworn, personally came Charles C. Gordon & Ahmed M. Jaddi

Mr. Jaddi
to me known to be the party who executed the within instrument, and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.
WITNESS my hand and seal the day and year in this certificate first above written.

Donald D. Roberts
Notary Public in and for the State of Washington
My 1st proxy exp. 11-1-90

EXCISE TAX NOT IN FULL
King Co. Rec'd 5/7
8703271547

002778

BEST COPY

LAND SURVEY OF 1988

BOUNDARY LINE OF TRACT 500

LEGEND

- DENOTES IRON PIPE SET (I.P.S.)
- △ DENOTES CONCRETE SET MARKER

DACKES

CURVE DATA	Δ	RAD	L
1	61°48'46"	30'	32.36'
2	82°17'10"	30'	43.08'
3	74°46'00"	30'	49.62'
4	85°14'00"	30'	44.65'
5	...	30'	34.5'
6	75°28'21"	80'	105.01'
7	54°39'56"	75'	40.64'

4

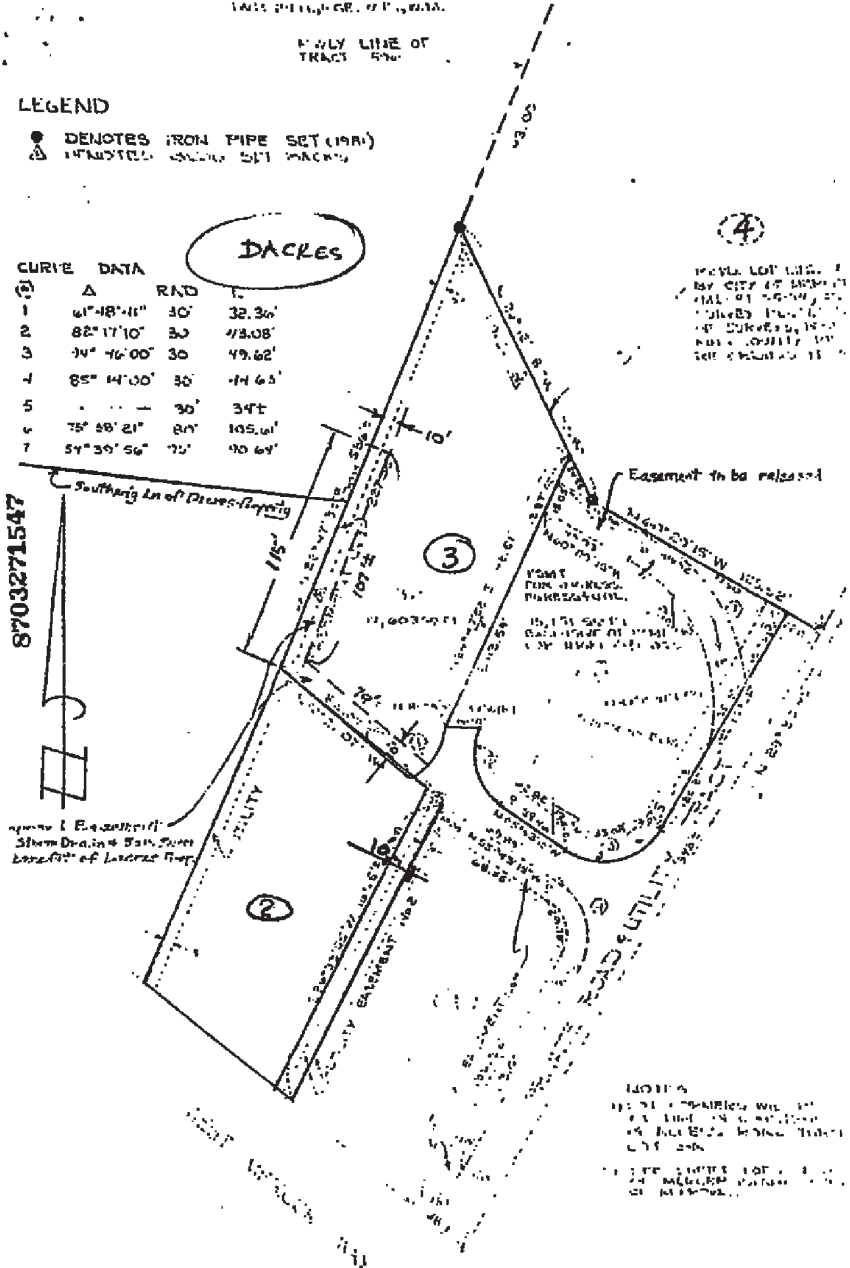
THESE LOT LINES ARE CITY OF MICHIGAN RECORDS FILED IN 1988 AND 1989. THE SURVEY IS SUBJECT TO ANY POSSIBLE FUTURE SETBACKS.

8703271547

Southw. Ln. of Dunes Property

Approx. Easement for Sewer Drainage System benefit of Lot 2

Easement to be released



NOTES

1. THIS SURVEY WAS MADE BY THE SURVEYOR IN 1988.

2. THE SURVEY IS SUBJECT TO ANY POSSIBLE FUTURE SETBACKS.

3. THE SURVEY IS SUBJECT TO ANY POSSIBLE FUTURE SETBACKS.

EXHIBIT A

BY SURVEYOR: [Signature]

DATE: 1988

RECORDED'S CERTIFICATE

002779

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THAT PORTION OF TRACT 596, C.D. HILLMAN'S SEA SHORE-LAKE FRONT-GARDEN OF EDEN ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT RECORDED IN VOLUME 12 OF PLATS, PAGE 44, IN KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON; THENCE DUE WEST ALONG THE NORTH LINE OF SAID SECTION 36, A DISTANCE OF 1039.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT 596; THENCE CONTINUING DUE WEST 300 FEET TO THE NORTHWEST CORNER OF SAID TRACT 596; THENCE SOUTH 22°47'32" WEST ALONG THE NORTHWESTERLY LINE OF SAID TRACT 596, A DISTANCE OF 370.00 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 50°21'07" EAST 102.22 FEET; THENCE SOUTH 26°33'55" WEST 161.5 FEET MORE OR LESS TO THE NORTHEASTERLY MARGIN OF WEST MERCER WAY; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY MARGIN TO THE NORTHWESTERLY LINE OF SAID TRACT 596; THENCE NORTH 22°47'32" EAST TO THE TRUE POINT OF BEGINNING

TOGETHER WITH AN UNDIVIDED ONE-QUARTER INTEREST IN AND AN EASEMENT FOR PRIVATE ROAD AND UTILITY TRACT OVER THE REMAINING 3/4 INTEREST DESCRIBED AS FOLLOWS:

THAT PORTION OF TRACT 596, C. O. HILLMAN'S SEA SHORE - LAKE FRONT- GARDEN OF EDEN ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT RECORDED IN VOLUME 12 OF PLATS, PAGE 44, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON; THENCE DUE WEST ALONG THE NORTH LINE OF SAID SECTION 36, A DISTANCE OF 1039.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT 596; THENCE CONTINUING DUE WEST 300 FEET TO THE NORTHWEST CORNER OF SAID TRACT 596; THENCE SOUTH 22°47'32" WEST ALONG THE NORTHWESTERLY LINE OF SAID TRACT 596 A DISTANCE OF 370.00 FEET; THENCE SOUTH 50°21'07" EAST 82.07 FEET TO THE TRUE POINT OF BEGINNING; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 30 FEET AND AN INITIAL TANGENT BEARING OF NORTH 65°49'07" EAST A DISTANCE OF 32.36 FEET; THENCE SOUTH 35°59'34" EAST 16.41 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 30 FEET AND AN INITIAL TANGENT BEARING OF SOUTH 26°33'55" WEST A DISTANCE OF 43.08 FEET; THENCE SOUTH 55°43'15" EAST 39.46 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 30 FEET AND BEING TANGENT TO A LINE 20 FEET NORTHWESTERLY OF AND PARALLEL TO THE SOUTHEASTERLY LINE OF SAID TRACT 596; THENCE ALONG SAID CURVE TO THE LEFT A DISTANCE OF 49.62 FEET; THENCE NORTH 29°30'45" EAST ALONG SAID PARALLEL LINE 122.90 FEET TO A POINT WHICH BEARS NORTH 60°29'15" WEST DISTANT 20 FEET FROM A POINT ON THE SOUTHEASTERLY LINE OF SAID TRACT 596 WHICH BEARS SOUTH 29°30'45" WEST DISTANT 370.80 FEET FROM THE NORTHEAST CORNER OF SAID TRACT 596; THENCE SOUTH 60°29'15" EAST 20.00 FEET; THENCE SOUTH 29°30'45" WEST 346 FEET, MORE OR LESS, TO THE NORTHEASTERLY MARGIN OF WEST MERCER WAY; THENCE NORTHWESTERLY ALONG SAID MARGIN 38 FEET, MORE OR LESS, TO THE TERMINUS OF

Exhibit B Oct

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THE FOLLOWING DESCRIBED LINE:

BEGINNING AGAIN AT THE TRUE POINT OF BEGINNING; THENCE SOUTH 50°21'07" EAST 20.15 FEET; THENCE SOUTH 55°43'15" EAST 69.89 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 30 FEET AND BEING TANGENT TO A LINE 20 FEET NORTHWESTERLY OF AND PARALLEL TO THE SOUTHEASTERLY LINE OF SAID TRACT 596; THENCE ALONG SAID CURVE TO THE RIGHT A DISTANCE OF 44.63 FEET; THENCE SOUTH 29°30'45" WEST ALONG SAID PARALLEL LINE 113.00 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 30 FEET; THENCE ALONG SAID CURVE TO THE RIGHT 34 FEET, MORE OR LESS, TO THE NORTHEASTERLY MARGIN OF WEST MERCER WAY AND THE TERMINUS OF THIS LINE; THENCE RETRACING THIS LINE TO THE TRUE POINT OF BEGINNING;

TOGETHER WITH AND SUBJECT TO THE FOUR FOLLOWING DESCRIBED UTILITY EASEMENTS:

1. THE NORTHWESTERLY 5 FEET OF THAT PORTION OF SAID TRACT 596 LYING SOUTHWESTERLY OF A LINE WHICH BEARS SOUTH 62°17'08" EAST DISTANT 20.15 FEET FROM THE TRUE POINT OF BEGINNING OF THE ABOVE DESCRIBED PRIVATE ROAD AND UTILITY TRACT AND EXTENDS SOUTH 26°33'55" WEST 161.5 FEET, MORE OR LESS, TO THE NORTHEASTERLY MARGIN OF WEST MERCER WAY.
2. A 10-FOOT STRIP, THE CENTERLINE OF WHICH BEGINS SOUTH 50°21'07" EAST DISTANT 20.15 FEET FROM THE TRUE POINT OF BEGINNING OF THE ABOVE DESCRIBED PRIVATE ROAD AND UTILITY TRACT AND EXTENDS SOUTH 26°33'55" WEST 161.5 FEET, MORE OR LESS, TO THE NORTHEASTERLY MARGIN OF WEST MERCER WAY.

3. A 10-FOOT STRIP LYING BETWEEN THE ABOVE DESCRIBED PRIVATE ROAD TRACT AND THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PRIVATE ROAD AND UTILITY TRACT; THENCE NORTH 60°29'15" WEST 10 FEET; THENCE SOUTH 29°30'45" WEST 122.90 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 20 FEET A DISTANCE OF 33.08 FEET; THENCE NORTH 55°43'15" WEST 62.82 FEET TO THE BOUNDARY OF SAID PRIVATE ROAD AND UTILITY TRACT AND THE TERMINUS OF THIS LINE.

4. A 10-FOOT STRIP LYING BETWEEN THE ABOVE DESCRIBED PRIVATE ROAD TRACT AND THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT WHICH BEARS SOUTH 26°33'55" WEST DISTANT 10.09 FEET FROM THE NORTH END OF THE CENTERLINE DESCRIBED IN ADDITIONAL EASEMENT 2 ABOVE; THENCE SOUTH 55°43'15" EAST 68.55 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 20 FEET A DISTANCE OF 29.75 FEET; THENCE SOUTH 29°30'45" EAST 135.36 FEET TO THE BOUNDARY OF SAID PRIVATE ROAD AND UTILITY TRACT AND THE TERMINUS OF THIS LINE.

Exhibit B

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EXHIBIT C

DESCRIPTION

PARCEL "1"

That portion of Tract 596 of C. D. Hillman's Sea Shore-Lake Front Garden of Eden Addition to the City of Seattle as per plat recorded in Volume 12 of Plats on page 44, records of King County, Washington, described as follows:

Beginning at the Northeast corner of Section 36, Township 24 North, Range 4 East, W.M., in King County, Washington,
 thence due West along the North line of said Section 36, a distance of 1039.00 feet to the Northeast corner of said Tract 596;
 thence continuing due West 300 feet to the Northwest corner of said Tract 596;
 thence South 22°47'32" West along the Northwestly line of said Tract 596, a distance of 228.00 feet to the true point of beginning of this description;
 thence continuing South 22°47'32" West, a distance of 142.00 feet;
 thence South 50°21'07" East, a distance of 82.07 feet;
 thence along a curve to the left having a radius of 30 feet and an initial tangent bearing of North 65°49'07" East, a distance of 32.36 feet;
 thence South 85°59'34" East a distance of 16.41 feet;
 thence along a curve to the left having a radius of 30 feet and an initial tangent bearing of South 26°33'55" West, a distance of 43.08 feet;
 thence South 55°43'15" East, a distance of 39.46 feet to a point of curvature of a curve to the left having a radius of 30 feet and being tangent to a line 20 feet Northwestly of and parallel to the South-easterly line of said Tract 596;
 thence along said curve to the left a distance of 49.62 feet;
 thence North 29°30'45" East along said parallel line, a distance of 122.90 feet;
 thence North 60°29'15" West, a distance of 105.52 feet;
 thence North 62°17'08" West, a distance of 108.93 feet to the true point of beginning,
 (ALSO KNOWN AS Lot 3 of said Tract)

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TOGETHER WITH an undivided one-quarter interest in and an easement for private road and utility tract over the remaining 3/4 interest described as follows:

That portion of Tract 596, C. D. Hillman's Sea Shore Lake Front Garden of Eden Addition to the City of Seattle, as per plat recorded in Volume 12 of Plats on page 44, records of King County, Washington, described as follows:

Beginning at the Northeast corner of Section 36, Township 24 North, Range 4 East, W.M., in King County, Washington;
 thence due West along the North line of said Section 36, a distance of 1039.00 feet to the Northeast corner of said Tract 596;
 thence continuing due West 300 feet to the Northwest corner of said Tract 596;

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EXHIBIT C

Description continued -

thence South 22°47'32" West along the Northwestern line of said Tract 596 a distance of 370.00 feet;
 thence South 50°21'07" East 82.07 feet to the true point of beginning;
 thence along a curve to the left having a radius of 30 feet and an initial tangent bearing of North 65°49'07" East a distance of 32.36 feet;
 thence South 85°59'34" East 16.41 feet;
 thence along a curve to the left having a radius of 30 feet and an initial tangent bearing of South 25°33'55" West a distance of 43.08 feet;
 thence South 55°43'15" East 39.46 feet to a point of curvature of a curve to the left having a radius of 30 feet and being tangent to a line 20 feet Northwesternly of and parallel to the Southeasterly line of said Tract 596;
 thence along said curve to the left a distance of 49.62 feet;
 thence North 29°30'45" East along said parallel line 122.90 feet to a point which bears North 60°29'15" West distant 20 feet from a point on the Southeasterly line of said Tract 596 which bears South 29°30'45" West distant 370.80 feet from the Northeast corner of said Tract 596;
 thence South 60°29'15" East 20.00 feet;
 thence South 29°30'45" West 346 feet, more or less, to the Northeasterly margin of West Mercer Way;
 thence Northwesternly along said margin 38 feet, more or less, to the terminus of the following described line:

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Beginning again at the true point of beginning;
 thence South 50°21'07" East 20.15 feet;
 thence South 55°43'15" East 69.89 feet to a point of curvature of a curve to the right having a radius of 30 feet and being tangent to a line 20 feet Northwesternly of and parallel to the Southeasterly line of said Tract 596;
 thence along said curve to the right a distance of 44.63 feet;
 thence South 29°30'45" West along said parallel line 113.00 feet to a point of curvature of a curve to the right having a radius of 30 feet;
 thence along said curve to the right 34 feet, more or less, to the Northeasterly margin of West Mercer Way and the terminus of this line;
 thence retracing this line to the true point of beginning.

PARCEL "2"

That portion of Tract 596 of C. D. Hillman's Sea Shore-Lake Front Garden of Eden Addition to the City of Seattle as per plat recorded in Volume 12 of Plats on page 44, records of King County, Washington, described as follows:

Beginning at the Northeast corner of Section 36, Township 24 North, Range 4 East, W.M., in King County, Washington,
 thence due West along the North line of said Section 36, a distance of 1039.00 feet to the Northeast corner of said Tract 596,
 and the true point of beginning;
 thence continuing due West to the Northwest corner of said Tract 596;
 thence South 22°47'32" West along the Northwestern line of said Tract 596, a distance of 228.00 feet;
 thence South 62°17'08" East, a distance of 108.91 feet;
 thence South 60°29'15" East, a distance of 125.52 feet;
 thence North 29°30'45" East along the Southeasterly line of said Tract 596 to the true point of beginning;
 (ALSO KNOWN AS Lot 4 of said Tract).

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DACRES:
That portion of Tract 595 of C.D. Hillman's Sea Shorelake
Front-Garden of Eden Addition to the City of Seattle, as
per plat recorded in Volume 12 of Plats on page 44, records
of King County, Northeastly of the following described
line:

Beginning at a point on the Easterly line of said Tract 595
from which point the Northeast corner thereof bears North
22°47'32" East a distance of 284.69 feet; thence North
83°19'10" West 293.19 feet to a point on the Westerly line of
said tract from which point the Northwest corner of said tract
bears North 23°57'43" East a distance of 249.89 feet

Situate in the County of King, State of Washington

Mar 17 2 40 PM '99
BY THE CLERK OF
RECORDS & CLERK
OF KING COUNTY
WASHINGTON

RECORDED THIS DAY

EXHIBIT C

FILED for Record at Request of

Name Ahmed Jaddi

Address 1200 S Dearborn

Seattle, Wa 98144

STORM SEWER EASEMENT and MAINTENANCE AGREEMENT

This Agreement, made this 16 day of June, 1987

between Charles C. Gordon, Klaus Bonness, Ahmad Jaddi, Anton Kusak, Jack Trotsky, Barram Trotsky, Terry Deeny and Sally Sektijina.

OWNERS OF Lot 2 of: Waite Short plat (exhibit "A"), decrees shown on MI 85-1019 (exhibit "C"), MI 84-03-11 and MI 82-04-09 (exhibit "B"), Deeny property (exhibit "D"), Bonness (exhibit "E"), Sally Sektijina (exhibit "F") respectively.

WITNESSETH: That for and in consideration of the mutual covenants herein expressed, it is hereby agreed between the above parties that:

- 1st - A storm sewer shall be constructed as follows: Along the existing stream from Klaus Bonness's residence to Terry Deeny's residence. *All existing pipes to be connected to storm sewer.*
- 2nd - There shall be an easement ten (10) feet wide for storm sewer along the line as constructed for the use of said properties.
- 3rd - The cost of construction of said storm sewer shall be borne by the owners of the said properties as follows: \$1,500⁰⁰ by Deeny, \$1,000⁰⁰ by Sektijina, \$1,000⁰⁰ by Bonness, all remaining costs by Jaddi, Trotsky and Kusak.
- 4th - The cost of maintenance, repair or construction of the portion of the storm sewer used in common shall be borne in equal shares, except that the owners of any lower parcel to the southwest of West Mercer Way shall not be responsible for the part of the storm sewer above their property; and when necessary to repair, clean or reconstruct the storm sewer, the parties to this agreement shall have a right of entry for that purpose.
- 5th - This agreement shall be a covenant running with the land and shall be binding upon all parties and their heirs and assigns forever.

IN WITNESS WHEREOF we hereunto set our hands and seals the day and year first above written.

8707241458

RECEIVED THIS DAY
JUN 24 4 24 PM '87
BY THE DIVISION OF
RECORDS & COMMUNICATIONS
KING COUNTY

Klaus Bonness (Seal)
Ahmad Jaddi (Seal)
Anton Kusak (Seal)
Jack Trotsky (Seal)
Barram Trotsky (Seal)
Charles C. Gordon (Seal)
Terry Deeny (Seal)
Sally Sektijina (Seal)

FILED FOR RECORD AT REQUEST OF
TICOR TITLE INSURANCE CO.
1008 WESTERN AVE., SUITE #30
SEATTLE, WA 98119

STATE OF WASHINGTON
COUNTY OF KING) as

This is to certify that on this 14 day of June, 1987 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally came Charles C. Gordon to me known to be the party who executed the within instrument, and acknowledged to me that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and seal the day and year in this certificate first above written.

Charles C. Gordon
Notary Public in and for the State of Washington - 4-4-80

STATE OF WASHINGTON
COUNTY OF KING) as

This is to certify that on this 16 day of July, 1987 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally came Klaus Bonness to me known to be the party who executed the within instrument, and acknowledged to me that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and seal the day and year in this certificate first above written.

Klaus Bonness
Notary Public in and for the State of Washington
Commission Expires 9/1/80



9707241459

STATE OF WASHINGTON
COUNTY OF KING)ss

This is to certify that on this 19th day of June, 1987
before me, the undersigned, A Notary Public in and for the State of Washington,
duly commissioned and sworn, personally came Alfred Jaddi to me known to be the
party who executed the within instrument, and acknowledged to me that he signed
and sealed the same as his free and voluntary act and deed for the uses and purposes
therein mentioned.

WITNESS my hand and seal the day and year in this certificate first above
written.

Richard B. Roberts
Notary Public in and for the State of
Washington 4-4-90

STATE OF WASHINGTON
COUNTY OF KING)ss

This is to certify that on this 22 day of JUNE, 1987
before me, the undersigned, A Notary Public in and for the State of Washington,
duly commissioned and sworn, personally came Anton Kusak to me known to be the
party who executed the within instrument, and acknowledged to me that he signed
and sealed the same as his free and voluntary act and deed for the uses and purposes
therein mentioned.

WITNESS my hand and seal the day and year in this certificate first above
written.

John C. Thomas
Notary Public in and for the State of
Washington

STATE OF WASHINGTON
COUNTY OF KING)ss

This is to certify that on this 22 day of JUNE, 1987
before me, the undersigned, A Notary Public in and for the State of Washington,
duly commissioned and sworn, personally came Jack Trotsky to me known to be the
party who executed the within instrument, and acknowledged to me that he signed
and sealed the same as his free and voluntary act and deed for the uses and purposes
therein mentioned.

WITNESS my hand and seal the day and year in this certificate first above
written.

John C. Thomas
Notary Public in and for the State of
Washington

STATE OF WASHINGTON
COUNTY OF KING)ss

This is to certify that on this 22 day of JUNE, 1987
before me, the undersigned, A Notary Public in and for the State of Washington,
duly commissioned and sworn, personally came Herman Trotsky to me known to be the
party who executed the within instrument, and acknowledged to me that he signed
and sealed the same as his free and voluntary act and deed for the uses and purposes
therein mentioned.

WITNESS my hand and seal the day and year in this certificate first above
written.

John C. Thomas
Notary Public in and for the State of
Washington

STATE OF WASHINGTON
COUNTY OF KING)ss

This is to certify that on this 16th day of JUNE, 1987
before me, the undersigned, A Notary Public in and for the State of Washi
duly commissioned and sworn, personally came Terry Deany to me known
party who executed the within instrument, and acknowledged to me that he signed
and sealed the same as his free and voluntary act and deed for the uses and purposes
therein mentioned.

WITNESS my hand and seal the day and year in this certificate first above
written.

Steven M. J...
Notary Public in and for the
Washington

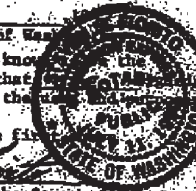


STATE OF WASHINGTON
COUNTY OF KING)ss

This is to certify that on this 16th day of JUNE, 1987
before me, the undersigned, A Notary Public in and for the State of Wash
duly commissioned and sworn, personally came Sally Sakijima to me known
party who executed the within instrument, and acknowledged to me that she signed
and sealed the same as hers free and voluntary act and deed for the uses and purposes
therein mentioned.

WITNESS my hand and seal the day and year in this certificate first above
written.

Steven M. J...
Notary Public in and for the State of
Washington



TRAT PORTION OF TRACT 596, C.D. HILLMAN'S SEA SHORE-LAKE FRONT-
GARDEN OF EDEN ADDITION TO THE CITY OF SEATTLE, ACCORDING TO
THE PLAT RECORDED IN VOLUME 12 OF PLATS, PAGE 44, IN KING COUNTY,
WASHINGTON DESCRIBED AS FOLLOWS:

87032177 8707241458
BEGINNING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 24
NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON; THENCE
DUE WEST ALONG THE NORTH LINE OF SAID SECTION 36, A DISTANCE
OF 1039.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT 596;
THENCE CONTINUING DUE WEST 300 FEET TO THE NORTHWEST CORNER
OF SAID TRACT 596; THENCE SOUTH 22°47'32" WEST ALONG THE NORTHWESTERLY
LINE OF SAID TRACT 596, A DISTANCE OF 370.00 FEET TO THE TRUE
POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 50°21'07"
EAST 102.22 FEET; THENCE SOUTH 26°33'55" WEST 161.5 FEET MORE
OR LESS TO THE NORTHEASTERLY MARGIN OF WEST MERCER WAY; THENCE
NORTHWESTERLY ALONG SAID NORTHEASTERLY MARGIN TO THE NORTHWESTERLY
LINE OF SAID TRACT 596; THENCE NORTH 22°47'32" EAST TO THE
TRUE POINT OF BEGINNING

TOGETHER WITH AN UNDIVIDED ONE-QUARTER INTEREST IN AND AN EASEMENT
FOR PRIVATE ROAD AND UTILITY TRACT OVER THE REMAINING 3/4 INTEREST
DESCRIBED AS FOLLOWS:

87032177 8707241458
THAT PORTION OF TRACT 596, C. D. HILLMAN'S SEA SHORE - LAKE
FRONT- GARDEN OF EDEN ADDITION TO THE CITY OF SEATTLE, ACCORDING
TO THE PLAT RECORDED IN VOLUME 12 OF PLATS, PAGE 44, IN KING
COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 24
NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON; THENCE
DUE WEST ALONG THE NORTH LINE OF SAID SECTION 36, A DISTANCE
OF 1039.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT 596;
THENCE CONTINUING DUE WEST 300 FEET TO THE NORTHWEST CORNER
OF SAID TRACT 596; THENCE SOUTH 22°47'32" WEST ALONG THE NORTHWESTERLY
LINE OF SAID TRACT 596 A DISTANCE OF 370.00 FEET; THENCE SOUTH
50°21'07" EAST 82.07 FEET TO THE TRUE POINT OF BEGINNING; THENCE
ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 30 FEET AND AN
INITIAL TANGENT BEARING OF NORTH 85°49'07" EAST A DISTANCE
OF 32.36 FEET; THENCE SOUTH 85°39'34" EAST 16.41 FEET; THENCE
ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 30 FEET AND AN
INITIAL TANGENT BEARING OF SOUTH 26°33'55" WEST A DISTANCE
OF 49.09 FEET; THENCE SOUTH 55°43'15" EAST 39.45 FEET TO A
POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF
30 FEET AND BEING TANGENT TO A LINE 20 FEET NORTHWESTERLY OF
AND PARALLEL TO THE SOUTHEASTERLY LINE OF SAID TRACT 596; THENCE
ALONG SAID CURVE TO THE LEFT A DISTANCE OF 49.62 FEET; THENCE
NORTH 29°30'45" EAST ALONG SAID PARALLEL LINE 122.90 FEET TO
A POINT WHICH BEARS NORTH 60°29'15" WEST DISTANT 20 FEET FROM
A POINT ON THE SOUTHEASTERLY LINE OF SAID TRACT 596 WHICH BEARS
SOUTH 29°30'45" WEST DISTANT 370.80 FEET FROM THE NORTHEAST
CORNER OF SAID TRACT 596; THENCE SOUTH 60°29'15" EAST 20.00
FEET; THENCE SOUTH 29°30'45" WEST 346 FEET, MORE OR LESS, TO
THE NORTHEASTERLY MARGIN OF WEST MERCER WAY; THENCE NORTHWESTERLY
ALONG SAID MARGIN 36 FEET, MORE OR LESS, TO THE TERMINUS OF

Echib...

THE FOLLOWING DESCRIBED LINE:

BEGINNING AGAIN AT THE TRUE POINT OF BEGINNING; THENCE SOUTH 50°21'07" EAST 20.15 FEET; THENCE SOUTH 55°43'15" EAST 69.89 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 30 FEET AND BEING TANGENT TO A LINE 20 FEET NORTHWESTERLY OF AND PARALLEL TO THE SOUTHEASTERLY LINE OF SAID TRACT 596; THENCE ALONG SAID CURVE TO THE RIGHT A DISTANCE OF 44.63 FEET; THENCE SOUTH 29°30'45" WEST ALONG SAID PARALLEL LINE 113.00 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 30 FEET; THENCE ALONG SAID CURVE TO THE RIGHT 34 FEET, MORE OR LESS, TO THE NORTHEASTERLY MARGIN OF WEST MERCER WAY AND THE TERMINUS OF THIS LINE; THENCE RETRACING THIS LINE TO THE TRUE POINT OF BEGINNING;

TOGETHER WITH AND SUBJECT TO THE FOUR FOLLOWING DESCRIBED UTILITY EASEMENTS:

1. THE NORTHWESTERLY 5 FEET OF THAT PORTION OF SAID TRACT 596 LYING SOUTHWESTERLY OF A LINE WHICH BEARS SOUTH 62°17'08" EAST FROM A POINT WHICH BEARS SOUTH 22°47'32" WEST DISTANT 228.00 FEET FROM THE NORTHWEST CORNER OF SAID TRACT 596.

2. A 10-FOOT STRIP, THE CENTERLINE OF WHICH BEGINS SOUTH 50°21'07" EAST DISTANT 20.15 FEET FROM THE TRUE POINT OF BEGINNING OF THE ABOVE DESCRIBED PRIVATE ROAD AND UTILITY TRACT AND EXTENDS SOUTH 26°33'55" WEST 161.5 FEET, MORE OR LESS, TO THE NORTHEASTERLY MARGIN OF WEST MERCER WAY.

3. A 10-FOOT STRIP LYING BETWEEN THE ABOVE DESCRIBED PRIVATE ROAD TRACT AND THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PRIVATE ROAD AND UTILITY TRACT; THENCE NORTH 60°29'15" WEST 10 FEET; THENCE SOUTH 29°30'45" WEST 122.90 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 20 FEET A DISTANCE OF 35.08 FEET; THENCE NORTH 55°43'15" WEST 42.82 FEET TO THE BOUNDARY OF SAID PRIVATE ROAD AND UTILITY TRACT AND THE TERMINUS OF THIS LINE.

4. A 10-FOOT STRIP LYING BETWEEN THE ABOVE DESCRIBED PRIVATE ROAD TRACT AND THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT WHICH BEARS SOUTH 26°33'55" WEST DISTANT 10.09 FEET FROM THE NORTH END OF THE CENTERLINE DESCRIBED IN ADDITIONAL EASEMENT 2 ABOVE; THENCE SOUTH 55°43'15" EAST 68.55 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 20 FEET A DISTANCE OF 29.75 FEET; THENCE SOUTH 29°30'45" EAST 135.36 FEET TO THE BOUNDARY OF SAID PRIVATE ROAD AND UTILITY TRACT AND THE TERMINUS OF THIS LINE.

870724145B

Exhibit 1

EXHIBIT **B**

DESCRIPTION

PARCEL #1

That portion of Tract 596 of C. D. Hillman's Sea Shore-Lake Front Garden of Eden Addition to the City of Seattle as per plat recorded in Volume 12 of Plats on page 44, records of King County, Washington, described as follows:

Beginning at the Northeast corner of Section 36, Township 24 North, Range 4 East, W.M., in King County, Washington,
thence due west along the North line of said Section 36, a distance of 1039.00 feet to the Northeast corner of said Tract 596;
thence continuing due West 300 feet to the Northwest corner of said Tract 596;
thence South 22°47'32" West along the Northwesterly line of said Tract 596, a distance of 228.00 feet to the true point of beginning of this description;
thence continuing South 22°47'32" West, a distance of 142.00 feet;
thence South 50°21'07" East, a distance of 82.07 feet;
thence along a curve to the left having a radius of 30 feet and an initial tangent bearing of North 65°49'07" East, a distance of 32.36 feet;
thence South 85°59'34" East a distance of 16.41 feet;
thence along a curve to the left having a radius of 30 feet and an initial tangent bearing of South 26°33'55" West, a distance of 41.08 feet;
thence South 55°43'15" East, a distance of 39.46 feet to a point of curvature of a curve to the left having a radius of 30 feet and being tangent to a line 20 feet Northwesterly of and parallel to the South-easterly line of said Tract 596.
thence along said curve to the left a distance of 49.62 feet;
thence North 29°30'45" East along said parallel line, a distance of 122.90 feet;
thence North 60°29'15" West, a distance of 105.52 feet;
thence North 62°17'08" West, a distance of 108.93 feet to the true point of beginning.
(ALSO KNOWN AS Lot 3 of said Tract)

TOGETHER WITH an undivided one-quarter interest in and an easement for private road and utility tract over the remaining 3/4 interest described as follows:

That portion of Tract 596, C. D. Hillman's Sea Shore Lake Front Garden of Eden Addition to the City of Seattle, as per plat recorded in Volume 12 of Plats on page 44, records of King County, Washington, described as follows:

Beginning at the Northeast corner of Section 36, Township 24 North, Range 4 East, W.M., in King County, Washington;
thence due West along the North line of said Section 36, a distance of 1039.00 feet to the Northeast corner of said Tract 596;
thence continuing due West 300 feet to the Northwest corner of said Tract 596;

- continued -

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EXHIBIT

Description continued -

thence South 22°47'32" West along the Northwesterly line of said Tract 596 a distance of 370.00 feet;
 thence South 50°21'07" East 82.07 feet to the true point of beginning;
 thence along a curve to the left having a radius of 30 feet and an initial tangent bearing of North 65°49'07" East a distance of 32.36 feet;
 thence South 85°59'34" East 16.41 feet;
 thence along a curve to the left having a radius of 30 feet and an initial tangent bearing of South 25°33'55" West a distance of 43.08 feet;
 thence South 55°43'15" East 39.46 feet to a point of curvature of a curve to the left having a radius of 30 feet and being tangent to a line 20 feet Northwesterly of and parallel to the Southeasterly line of said Tract 596;
 thence along said curve to the left a distance of 49.62 feet;
 thence North 29°30'45" East along said parallel line 122.90 feet to a point which bears North 60°29'15" West distant 20 feet from a point on the Southeasterly line of said Tract 596 which bears South 29°30'45" West distant 370.80 feet from the Northeast corner of said Tract 596;
 thence South 60°29'15" East 20.00 feet;
 thence South 29°30'45" West 346 feet, more or less, to the Northeasterly margin of West Mercer Way;
 thence Northwesterly along said margin 38 feet, more or less, to the terminus of the following described line:

Beginning again at the true point of beginning;
 thence South 50°21'07" East 20.15 feet;
 thence South 55°43'15" East 69.89 feet to a point of curvature of a curve to the right having a radius of 30 feet and being tangent to a line 20 feet Northwesterly of and parallel to the Southeasterly line of said Tract 596;
 thence along said curve to the right a distance of 44.63 feet;
 thence South 29°30'45" West along said parallel line 113.00 feet to a point of curvature of a curve to the right having a radius of 30 feet;
 thence along said curve to the right 34 feet, more or less, to the Northeasterly margin of West Mercer Way and the terminus of this line;
 thence retracing this line to the true point of beginning.

PARCEL "2"

That portion of Tract 596 of C. D. Hillman's Sea Shore-Lake Front Garden of Eden Addition to the City of Seattle as per plat recorded in Volume 12 of Plats on page 44, records of King County, Washington, described as follows:

Beginning at the Northeast corner of Section 36, Township 24 North, Range 4 East, W.M., in King County, Washington,
 thence due West along the North line of said Section 36, a distance of 1039.00 feet to the Northeast corner of said Tract 596,
 and the true point of beginning;
 thence continuing due West to the Northwest corner of said Tract 596;
 thence South 22°47'32" West along the Northwesterly line of said Tract 596, a distance of 228.00 feet;
 thence South 62°17'08" East, a distance of 108.91 feet;
 thence South 60°29'15" East, a distance of 125.52 feet;
 thence North 29°30'45" East along the Southeasterly line of said Tract 596 to the true point of beginning;
 (ALSO KNOWN AS Lot 4 of said Tract).

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8707241458

8306

DACRES:
That portion of Tract 595 of C.D. Hillman's Sea Shorelake
Front-Garden of Eden Addition to the City of Seattle, as
per plat recorded in Volume 12 of Plats on page 44, records
of King County, Northeastly of the following described
line:

Beginning at a point on the Easterly line of said Tract 595
from which point the Northeast corner thereof bears North
22°47'32" East a distance of 284.69 feet; thence North
83°19'10" West 293.19 feet to a point on the Westerly line of
said tract from which point the Northwest corner of said tract
bears North 23°57'43" East a distance of 249.89 feet.

Situated in the County of King, State of Washington.

EXHIBIT C

TRANSMITTED FROM 123 456 7890

09.22.86 13:43 P.01 +2000 73554

SEP 26 1968

SEP

Filed for Record at Request of

6412597

Name Public Mortgage Company
Address North Seattle Branch Office
70 9th 2026
City and State Seattle, Washington 98115

Statutory Warranty Deed

THE GRANTOR: JEAN C. WATT, as her separate estate

for and in consideration of TWENTY SIX THOUSAND SIX HUNDRED AND NO/100

in hand paid, conveyed and warrants to TERENCE DEERY, as his separate estate

The following described real estate, situated in the County of King, State of Washington:
That portion of E. D. Hillman's Sea Shore - Lake Front - Garden of Eden Addition in the City of Seattle, according to plat recorded in Volume 12 of Plats, page 66, in King County, Washington, lying southeasterly of that certain boundary line established between the owners of Tracts 581, 582, 470 and 471, said Plat, by instrument filed under Auditor's File No. 308325, 1st northwesterly of Sea Shore Avenue, as shown on said Plat; and lying southerly of the following described line beginning at the northeast corner of Section 38, Township 24 North, Range 4 East, W.M.; thence south along the east line of said Section 536.03 feet; thence west at right angles thereto, 1591.14 feet to a concrete monument which point is the true point of beginning of the boundary line established by said instrument filed under Auditor's File No. 308325; thence south 27°33'30" west 302.11 feet along said boundary line to a concrete monument; thence south 22°51'00" west along said boundary line 33.60 feet to the true point of beginning of the line herein described; thence north 88°02'01" east 116.41 feet to the northwesterly margin of said Sea Shore Avenue and the terminus of said line; thence north along said margin 40.71 feet to the true point of beginning of this warranty; thence north 40°58'00" east along said margin 40.71 feet to the true point of beginning of this warranty; thence on a curve to the right having a radius of 10 feet and an initial tangent bearing of north 73°39'38" west a distance of 75.60 feet; thence north 71°00'15" east 36.85 feet to a point on a line 10 feet northwesterly of, and parallel to the northwesterly line of said Sea Shore Avenue; thence north 40°58'00" east 125.96 feet; thence on a curve to the left having a radius of 15 feet a distance of 23.28 feet; thence north 49°02'00" west 66.61 feet; thence on a curve to the right having a radius of 60 feet to the southeasterly margin of said Sea Shore Avenue; thence southeasterly along said margin to the northwesterly margin of said Sea Shore Avenue; thence south 20°58'00" west 272.27 feet, more or less, to the true point of beginning.

8707241458

Dated this 26th day of September, 1968



Jean C. Watt
Grantor

STATE OF WASHINGTON
County of King

Jeannette previously appeared before me Jean C. Watt

and known to be the individual described in and who executed the within and foregoing instrument, and all appear that she signed the same as her free and voluntary act and deed, of the

and appeared before me on this 26th day of September, 1968

EXHIBIT 'D'

00330

EXHIBIT "E"

Lot 581 Hillman's CD Sea Shore Lake Front POR SEC AT NE COR OF SEC 36-24-4 TH S
536.83 FT. TH W 1591.12 FT TO TPOB TH S 27-33-28 W 152.11 FT. TH S ETC. (TAX LOT
1831 H335858-8898-04-77798A) Commonly known as 8125 West Mercer Way, Mercer
Island, WA 98048

8707241458

003302

8707241458

The land referred to in this commitment is situated in the county of King, state of Washington, and described as follows:

That portion of C.D. Hillman's Sea Shore-Lake Front-Garden of Eden Addition to the City of Seattle, according to the plat thereof recorded in Volume 12 of Plats, page 44, in King County, Washington, lying southeasterly of that certain boundary line established between the owners of Tracts 581, 582, 470 and 471, said plat, by instrument recorded under Recording Number 5083254, described as follows:

Beginning at the northeast corner of Section 36, Township 24 North, Range 4 East, W.M., in King County, Washington; thence south along the east line of said section, 536.03 feet; thence west at right angles thereto, 1,591.12 feet to a concrete monument which point is the true point of beginning of the boundary line established by said instrument recorded under Recording Number 5083254; thence south 27°33'20" west 152.11 feet along said boundary line to the true point of beginning; thence south 62°26'40" east 134.81 feet to the northwesterly margin of said Sea Shore Avenue; thence south 40°58'00" west 130.85 feet; thence south 89°08'03" west 116.41 feet to said boundary line; thence north 24°51'00" east 33.00 feet along said boundary line to a concrete monument mentioned in said boundary line agreement; thence north 27°33'20" east to the true point of beginning;

TOGETHER WITH an easement for ingress, egress and utilities over the following described property:

Beginning at the above described concrete monument which point is the true point of beginning of the boundary line established by said instrument recorded under Recording Number 5083254; thence south 27°33'20" west along said boundary line 302.11 feet to a concrete monument; thence south 36°38'57" east to the northwesterly line of said Sea Shore Avenue; thence north 40°58'00" east along said margin 40.21 feet to the true point of beginning of this easement; thence on a curve to the right having a radius of 30 feet and an initial tangent bearing of north 73°39'28" west a distance of 75.80 feet; thence north 71°06'15" east 56.65 feet to a point of a line 10 feet northwesterly of and parallel to the northwesterly line of said Sea Shore Avenue; thence north 40°58'00" east 135.94 feet; thence on a curve to the left having a radius of 15 feet a distance of 23.56 feet;

(legal description, continued)

003303

LEGAL DESCRIPTION, continued:

thence north 49°02'00" west 56.61 feet;
thence on a curve to the right having a radius of 40 feet to the
southwesterly margin of West Mercer Way;
thence southeasterly along said margin to the northwesterly margin
of said Sea Shore Avenue;
thence south 40°58'00" west 277.27 feet, more or less, to the true
point of beginning;
EXCEPT any portion thereof lying within the main tract.

8707241458

COMMONLY KNOWN AS 8385 SEA SHORE DRIVE, MERCER ISLAND, WA.

EXHIBIT "F"

003304

After Recording To: Puget Power, Real Estate Dept.
P. O. Box 97034
Bellevue, Washington 98009-9734
Attn: Nargo Cotter

ORIGINAL



EASEMENT FOR UNDERGROUND ELECTRIC SYSTEM

For and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, AHMED M. JADDI and BARIKA JADDI, husband and wife and HERMAN TROTSKY and JACQUALINE TROTSKY, husband and wife and JACK TROTSKY and LOUISE TROTSKY, husband and wife as their interests may appear

["Grantor" herein], grants, conveys and warrants to PUGET SOUND POWER & LIGHT COMPANY, a Washington corporation ("Grantee" herein), for the purposes hereinafter set forth a perpetual easement under, across and over the following described real property (the "Property" herein) King County, Washington.

8707241459

SEE ATTACHED EXHIBIT "A"

87/07/24 #1459 1A
RECD F 2.00
CASHSL www.psl.com

Except as may be otherwise set forth herein Grantee's rights shall be exercised upon that portion of the Property (the "Right-of-Way" herein) described as follows:
A Right-of-Way feet in width having feet of such width on each side of a center line described as follows:

SEE ATTACHED EXHIBIT "B"

- 1. Purpose.** Grantee shall have the right to construct, operate, maintain, repair, replace and enlarge an underground electric transmission and/or distribution system upon and under the Right-of-Way together with all necessary or convenient appurtenances therefor, which may include but are not limited to the following: underground conduits, cables, communication lines; vaults, manholes, switches, and transformers; and semi-buried or ground mounted facilities. Following the initial construction of its facilities, Grantee may from time to time construct such additional facilities as it may require.
- 2. Access.** Grantee shall have the right of access to the Right-of-Way over and across the Property to enable Grantee to exercise its rights hereunder, provided, that Grantee shall compensate Grantor for any damage to the Property caused by the exercise of said right of access.
- 3. Obstructions; Landscaping.** Grantee may from time to time remove trees, bushes, or other obstructions within the Right-of-Way and may level and grade the Right-of-Way to the extent reasonably necessary to carry out the purposes set forth in paragraph 1 hereof, provided, that following any such work, Grantee shall, to the extent reasonably practicable, restore the Right-of-Way to the condition it was in immediately prior to such work. Following the installation of Grantee's underground facilities, Grantor may undertake any ordinary improvements to the landscaping of the Right-of-Way, provided that no trees or other plants shall be placed thereon which would be unreasonably expensive or impractical for Grantee to remove and restore.
- 4. Grantor's Use of Right-of-Way.** Grantor reserves the right to use the Right-of-Way for any purpose not inconsistent with the rights herein granted, provided: that Grantor shall not construct or maintain any building or other structure on the Right-of-Way which would interfere with the exercise of the rights herein granted; that no digging, tunneling or other form of construction activity shall be done on the Property which would disturb the compaction or unearth Grantee's facilities on the Right-of-Way, or endanger the lateral support to said facilities; and that no blasting shall be done within 10 feet of the Right-of-Way.
- 5. Indemnity.** By accepting and recording this easement, Grantee agrees to indemnify and hold harmless Grantor from any and all claims for injuries and/or damages suffered by any person which may be caused by the Grantee's exercise of the rights herein granted; provided, that Grantee shall not be responsible to Grantor for any injuries and/or damages to any person caused by acts or omissions of Grantor.
- 6. Abandonment.** The rights herein granted shall continue until such time as Grantee ceases to use the Right-of-Way for a period of five (5) successive years. In which event this easement shall terminate and all rights hereunder shall revert to Grantor, provided that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its facilities on the Right-of-Way within any period of time from the date hereof.
- 7. Successors and Assigns.** The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

FILED FOR RECORD AT REQUEST OF
TICOR TITLE INSURANCE CO.
1008 WESTERN AVE. SUITE 370
SEATTLE, WA 98104

F-2437 JH-AC001
8703968 244-141

003305

8707241459

DATED this 22 day of July 19 87

Ahmed M. Jaddi
AHMED M. JADDI

GRANTOR
Jacqueline Trotsky by power of attorney in fact
JACQUALINE TROTSKY

Barika Jaddi
BARIKA JADDI

Jack Trotsky
JACK TROTSKY

Herman Trotsky
HERMAN TROTSKY

Louise Trotsky
LOUISE TROTSKY

STATE OF WASHINGTON)
) SS
COUNTY OF)

On this day personally appeared before me AHMED M. JADDI and BARIKA JADDI
to me known to be the individual s 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 22 day of July 19 87

John C. Hansen
Notary Public in and for the State of Washington.
residing at Seattle

MY COMMISSION EXPIRES 10-24-87

STATE OF WASHINGTON)
) SS
COUNTY OF)

On this day personally appeared before me HERMAN TROTSKY and JACQUALINE TROTSKY
to me known to be the individual s 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 22 day of July 19 87

John C. Hansen
Notary Public in and for the State of Washington.
residing at Seattle

MY COMMISSION EXPIRES 10-24-87

STATE OF WASHINGTON)
) SS
COUNTY OF)

On this day personally appeared before me JACK TROTSKY and LOUISE TROTSKY
to me known to be the individual s 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 22 day of July 19 87

John C. Hansen
Notary Public in and for the State of Washington.
residing at Seattle

MY COMMISSION EXPIRES 10-24-87

STATE OF WASHINGTON)
) SS
COUNTY OF)

CORPORATE ACKNOWLEDGMENT

On this _____ day of _____, 19 _____, before me, the undersigned, personally appeared _____ and _____, 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 _____

ARMED M. JADDI

F-2437
8703968
JR-AC001
244-141

RECEIVED THIS DAY

JUN 24 4 24 PM '87

BY THE DIVISION OF
RECORDS & COMMUNICATIONS
KING COUNTY

EXHIBIT "A"

The following described portions of the Northeast quarter of Section 36, Township 24 North, Range 4 East, W.M.:

PARCEL A:

Lots 3A and 3B of Mercer Island Short Plat No. MI-82-04-09, as recorded under Auditor File No. 8310249004;

PARCEL B:

Lot 4B and 4C of Mercer Island Short Plat No. MI-84-03-11, as recorded under Auditor File No. 8510039001;

PARCEL C:

Lots 1, 2, 3 and 4 and Tract "K" of Mercer Island Short Plat No. MI-85-12-19 (J-3) as recorded under Auditor File No. 8706239002;

PARCEL D:

That portion of Tract 596, C.D. Hillman's Sea Short-Lake Front-Garden of Eden addition to the City of Seattle, according to the plat recorded in Volume 12 of Plats, page 44, in King County, Washington, described as follows:

Beginning at the Northeast corner of Section 36, Township 24 North, Range 4 East, W.M., in King County, Washington; thence due West along the North line of said Section 36, a distance of 1039.00 feet to the Northeast corner of said Tract 596; thence continuing due West 300 feet to the Northwest corner of said Tract 596; thence South 22°47'32" West along the Northwesterly line of said Tract 596 a distance of 370.00 feet; thence South 50°21'07" East 82.07 feet to the TRUE POINT OF BEGINNING; thence along a curve to the left having a radius of 30 feet and an initial tangent bearing North 65°49'07" East a distance of 32.36 feet; thence South 85°59'34" East 16.41 feet; thence along a curve to the left having a radius of 30 feet and an initial tangent bearing of South 26°33'55" West a distance of 43.08 feet; thence South 55°43'15" East 39.46 feet to a point of curvature of a curve to the left having a radius of 30 feet and being tangent to a line 20.00 feet Northwesterly of and parallel to the Southeasterly line of said Tract 596; thence along said curve to the left a distance of 49.62 feet; thence North 29°30'45" East along said parallel line 122.90 feet to a point which bears North 60°29'15" West distant 20 feet from a point on the Southeasterly line of said Tract 596 which bears South 29°30'45" West distant 370.80 feet from the Northeast corner of said Tract 596; thence South 60°20'15" East 20.00 feet; thence South 29°30'45" West 346 feet, more or less, to the Northeast margin of West Mercer Way; thence Northwesterly along said margin 38 feet, more or less, to the terminus of the following described line:

Beginning again at the TRUE POINT OF BEGINNING; thence South 50°21'07" East 20.15 feet; thence South 55°43'15" East 69.89 feet to a point of curvature of a curve to the right having a radius of 30 feet and being tangent to a line 20 feet Northwesterly of and parallel to the Southeasterly line of said Tract 596; thence along said curve to the right a distance of 44.63 feet; thence South 29°30'45" West along said parallel line 113.00 feet to a point of curvature of a curve to the right having a radius of 30 feet; thence along said curve to the right 34 feet, more or less, to the Northeast margin of West Mercer Way and the terminus of this line; thence retracing this line to the TRUE POINT OF BEGINNING.

(Being that certain easement for private road and utility Tract as described under King County Auditor's File No. 8103260569.)

10-dc-3507

8707241459

003306

8707241459

ORIGINAL

AHMED M. JADDI

P-2437
8703968
JH-AC001
2441-141

EXHIBIT "B"

RIGHT OF WAY NO. 1:

The Southerly ten (10) feet of Lot 3A of the above described Parcel A; said ten (10) feet being parallel with and adjacent to the above described Parcel D (Private Road and Utility Tract);

RIGHT OF WAY NO. 2:

All of that certain 20 foot easement for ingress, egress and utilities lying within the above described Parcel B;

RIGHT OF WAY NO. 3:

Ten (10) feet, parallel with and adjacent to the Northerly margin of that certain 20 foot easement for ingress, egress and utilities lying within Lot 4B, Short Plat No. MI-84-03-11, being a portion of the above described Parcel B;

RIGHT OF WAY NO. 4:

All of Tract "K" lying within the above described Parcel C;

RIGHT OF WAY NO. 5:

The Southerly ten (10) feet of Lot 2, Short Plat No. MI-85-12-19 (J-3); being a portion of that certain 20 foot easement for utilities and access lying within the above described Parcel C;

RIGHT OF WAY NO. 6:

All of the above described Parcel D.