



WA SUBDIVISION GUARANTEE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Guarantee No.: G-6329-000013955

Fee: \$ 300.00

Order No.: 50046153-103

Dated: May 3, 2024

Stewart Title Guaranty Company (the "Company"), guarantees the County of King and any City within which said subdivision is located in a sum not exceeding \$1,000.00 that, according to those public records which, under the recording laws, impart constructive notice of matters affecting the title to the land included within the exterior boundary shown on the map of the subdivision, the only parties having any record title interest in said land whose signatures are necessary, on the certificates consenting to the recordation of said map and offering for dedication any streets, roads, avenues and other easements offered for dedication by said map as referred to in the guarantee.

Signed under seal for the Company, but this Guarantee is to be valid only when it bears an authorized countersignature.

Countersigned by:

Authorized Countersignature

Cascade West Title Company, LLC D/B/A CW Title
and Escrow
Company Name

11201 SE 8th Street
Suite 200
Bellevue, WA 98004
City, State



Frederick H. Eppinger
President and CEO

David Hisey
Secretary

In writing this company please address at P.O. Box 2029, Houston, Texas 77252-2029, and refer to the printed Serial Number

WA Subdivision Guarantee

SUBDIVISION GUARANTEE

Prepared by: CW Title and Escrow, 180951

Order Number: 50046153-103

Effective Date: May 3, 2024

Premium: \$300.00

Sales Tax: \$30.60

Total: \$330.6

Guarantee No.:

OWNERS: Daniel R. Absher and Daria N. Absher, a married couple

LEGAL DESCRIPTION: PTN GOVT. LOT 11, 8-24N-5E, KING COUNTY

SUBJECT TO:

1. (A) Unpatented mining claims; (B) Reservations or exceptions in patents or in acts authorizing the issuance thereof; (C) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or (D) Water rights, claims or title to water, whether or not the matters excepted under (A), (B), (C), or (D), are shown by the public records.
2. General property taxes and service charges, as follows, together with interest, penalty and statutory foreclosure costs, if any, after delinquency, (1st half delinquent on May 1; 2nd half delinquent on November 1):

Tax Year: 2024

Tax Account No. 0824059181

Amount Billed: \$29,884.10 | Amount Paid: \$14,942.05 | Amount Due: \$14,942.05

Tax Levy Code: 1031

Assessed Values: Land: \$1,587,000.00 | Improvements: \$2,754,000.00 | Total: \$4,341,000.00

3. Notice of tap or connection charges, including any amendments thereto recorded subsequent to the original notice shown below, which have been or will be due in connection with development or re-development of the land as disclosed by recorded instrument. Inquiries regarding the specific amount of the charges should be made to the city/county/agency. City/County/Agency: City of Mercer Island
Recorded on December 6, 1977 as document #7712060812 in the [official records](#)
4. Agreement and the terms and conditions thereof:
Recorded as document #456076
Regarding Lowering or raising of the water level of Lake Washington due to the construction, maintenance or operation of the ship canal locks

This document is not currently available to review. We have requested a copy from King County.

5. Reservations contained in deed from the State of Washington recorded as document #459501 in the [official records](#), reserving to the grantor all oil, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working the same, and providing that such rights shall not be exercised until provision has been made for full payment of all damages sustained by reason of such entry.

Right of State of Washington or its successors, subject to payment of compensation therefor, to acquire rights-of-way for private railroads, skid roads, flumes, canals, water courses or other easements for transporting and moving timber, stone, minerals and other products from this and other land, as reserved in deed referred to above.

6. Easement and the terms and conditions thereof:
Grantee: Mercer Island Sewer District
Purpose: Sewer pipeline(s)
Area affected: a portion of said premises

STEWART TITLE GUARANTY COMPANY

Subdivision Guarantee Page 1 of 6

Order No. 50046153-103

WA Subdivision Guarantee

Recorded on May 6, 1959 as document #5028742 in the [official records](#)

7. Easement and the terms and conditions thereof:

Grantee: Mercer Island Sewer District

Purpose: Sewer line(s)

Area affected: a portion of said premises

Recorded on December 8, 1959 as document #5110648 in the [official records](#)

8. Easement and the terms and conditions thereof:

Purpose: Ingress, egress for location establishment and maintenance of utility installations and facilities

Area affected: a portion of said premises

Recorded on July 13, 1955 as document #4593912 in the [official records](#)

9. Agreement and the terms and conditions thereof:

Recorded on July 18, 1956 as document #4712652 in the [official records](#)

Regarding Trail and footpath to beach

And amendment thereto recorded as document #4737448 in the [official records](#)

10. Agreement and the terms and conditions thereof:

Recorded on January 6, 1987 as document #8701061314 in the [official records](#)

Regarding Maintenance and use of a dock of Blackberry Beach Club Association

11. Agreement and the terms and conditions thereof:

Recorded on January 6, 1987 as document #8701061315 in the [official records](#)

Regarding Maintenance of beach property, bulkhead and trail of Blackberry Beach Club Association

12. Agreement and the terms and conditions thereof:

Recorded on December 4, 1998 as document #9812041663 in the [official records](#)

Regarding Drainage system

13. Indemnification and Hold Harmless Agreement and the terms and conditions thereof:

Recorded on July 31, 2013 as document #20130731000821 in the [official records](#)

14. Easement and the terms and conditions thereof:

Grantee: Puget Sound Energy

Purpose: Utility Systems

Area affected: a portion of said premises

Recorded on March 11, 2015 as document #20150311000782 in the [official records](#)

15. Indemnification and Hold Harmless Agreement and the terms and conditions thereof:

Recorded on January 20, 2016 as document #20160120000199 in the [official records](#)

16. Rights of the State of Washington in and to that portion of said premises, if any, lying in the bed or former bed of the Lake Washington, if it is navigable.

17. The right of use, control or regulation by the United States of America in exercise of power over commerce and navigation.

18. Any restrictions on the use, occupancy, or improvement of the land resulting from the rights of the public or riparian owners to use any portion which is now, or has been, covered by water.

19. Any change in the boundary or legal description of the land described herein, due to a shift or change in the course of Lake Washington.

20. Location of the lateral boundaries of second class Shorelands.

21. Deed of Trust and the terms and conditions thereof:

WA Subdivision Guarantee

Grantor: Daniel R. Absher and Daria N. Absher, a married couple

Trustee: Fidelity National Title Insurance Company

Beneficiary: MERS is Mortgage Electronic Registration Systems, acting solely as nominee for lender successors and assigns. Lender is: Morgan Stanley Private Bank

Original Amount: \$2,136,000.00

Dated: February 17, 2022

Recorded on February 24, 2022 as document #20220224000132 in the [official records](#)

WA Subdivision Guarantee

Order Number: 50046153-103

Guarantee No.:

INFORMATIONAL NOTES

1. In the past 36 months, there have been no conveyances of record for the property described in Schedule A herein. Title was acquired by deed recorded on February 12, 2016 as document #20160212001184 in the [official records](#) .
2. Based on information provided to the company, on the date of this commitment it appears that there is located on the land:

Residence (1-4 Families)

Known as:
3816 East Mercer Way
Mercer Island, WA 98040[Map](#)
3. The following may be used as an abbreviated legal description on the documents to be recorded, per amended RCW 65.04. Said abbreviated legal description is not a substitute for a complete legal description within the body of the document:

PTN GOVT. LOT 11, 8-24N-5E, KING COUNTY

WA Subdivision Guarantee

SUBDIVISION GUARANTEE

Order Number: 50046153-103

Guarantee No.:

This Guarantee and the legal description given herein are based upon information supplied by the applicant as to the location and identification of the premises in question, and no liability is assumed for any discrepancies resulting therefrom. This report does not represent either a commitment to insure title, an examination of or opinion as to the sufficiency or effect of the matters shown, or opinion as to the marketability of title to the land.

PARCEL A:

THAT PORTION OF GOVERNMENT LOT 11, SECTION 8, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF SAID SECTION 8, WHICH IS 410 FEET NORTH OF THE SOUTHWEST CORNER THEREOF;

THENCE NORTH 89°45'00" EAST 464.32 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89°45'00" EAST 110.19 FEET;

THENCE NORTH 26°44'00" EAST 131.29 FEET;

THENCE SOUTH 89°45'05" WEST 5.59 FEET;

THENCE SOUTH 26°44'00" WEST 69.59 FEET;

THENCE SOUTH 89°45'05" WEST 30.43 FEET;

THENCE NORTH 35°27'39" WEST 40.39 FEET;

THENCE SOUTH 89°45'05" WEST 55.12 FEET;

THENCE SOUTH 44°45'05" WEST 11.32 FEET;

THENCE SOUTH 89°45'05" WEST 15.00 FEET;

THENCE SOUTH 0°17'32" WEST 80.00 FEET TO THE TRUE POINT OF BEGINNING;

TOGETHER WITH THE SOUTH 12 FEET OF THE NORTH 25 FEET OF THE FOLLOWING DESCRIBED PROPERTY:
COMMENCING AT A POINT ON THE WEST LINE OF SAID SECTION 8, WHICH IS 410 FEET NORTH OF THE SOUTHWEST CORNER THEREOF;

THENCE NORTH 89°45' EAST 574.51 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 26°44' EAST 145.88 FEET;

THENCE NORTH 89°45' EAST TO THE OUTER OR EASTERLY LINE OF THE SHORELANDS OF LAKE WASHINGTON;

THENCE SOUTHERLY ALONG THE SAID OUTER OR EASTERLY LINE OF SAID SHORELANDS TO A POINT FROM WHICH THE TRUE POINT OF BEGINNING BEARS SOUTH 89°45' WEST;

THENCE SOUTH 89°45' WEST TO THE TRUE POINT OF BEGINNING;

PARCEL B:

A NON-EXCLUSIVE EASEMENT FOR ROADWAY PURPOSES OVER A STRIP OF LAND 12.00 FEET IN WIDTH, THE SOUTHERLY LINE OF WHICH BEGINS AT THE SOUTHWEST CORNER OF THE TRACT OF LAND FIRST DESCRIBED ABOVE;

THENCE SOUTH 89°45'00" WEST 464.32 FEET TO A POINT 410.00 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 8;

THENCE SOUTH 89°45'00" WEST 121.44 FEET TO THE TERMINUS OF SAID LINE;

EXCEPT ANY PORTION THEREOF LYING WEST OF THE EAST LINE OF EAST MERCER WAY;

PARCEL C:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS PURPOSES OVER THE FOLLOWING DESCRIBED TRACT:
BEGINNING AT A POINT ON THE SECTION LINE, WHICH POINT IS 410 FEET NORTH OF THE SOUTHWEST CORNER OF SECTION 8, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON;

THENCE NORTH 89°45' EAST 574.51 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 26°44' EAST 145.88 FEET;

THENCE EAST TO THE OUTER, OR EASTERLY LINE OF THE SHORELANDS OF LAKE WASHINGTON;

THENCE SOUTHERLY ALONG THE SAID OUTER, OR EASTERLY, LINE OF SAID SHORELANDS TO A POINT EAST OF

WA Subdivision Guarantee

THE TRUE PLACE OF BEGINNING;
THENCE WEST TO THE TRUE PLACE OF BEGINNING, WHICH LIES WESTERLY OF A LINE COMMENCING AT A POINT 71.70 FEET EAST OF THE TRUE POINT OF BEGINNING, AND EXTENDING THEREFROM NORTH 24°29' EAST, A DISTANCE OF 143.12 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF SAID DESCRIBED TRACT, WHICH IS APPROXIMATELY 65.41 FEET EAST OF THE NORTHWEST CORNER OF SAID DESCRIBED TRACT, AS ESTABLISHED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 4593912.

EXCEPT ANY PORTION THEREOF LYING WITHIN THE SOUTH 12 FEET OF THE NORTH 25 FEET OF SAID TRACT.

SITUATE IN THE CITY OF MERCER ISLAND, COUNTY OF KING, STATE OF WASHINGTON