

SUBDIVISION

Issued By:



CHICAGO TITLE INSURANCE COMPANY

Guarantee/Certificate Number:

0270223-ETU

CHICAGO TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

Irwin Land Use Consulting, LLC, their successors and/or assigns

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

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurance herein set forth, but in no event shall the Company's liability exceed the liability amount set forth in Schedule A.

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Chicago Title Company of Washington
11900 NE 1st St., Suite 110
Bellevue, WA 98005

Countersigned By:

Nathan Warwick
Authorized Officer or Agent



Chicago Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

ISSUING OFFICE:

Title Officer: Eastside Title Unit
 Chicago Title Company of Washington
 11900 NE 1st St., Suite 110
 Bellevue, WA 98005
 Main Phone: (425)646-9883
 Email: CTIBellevueETU@ctt.com

SCHEDULE A

Liability	Premium	Tax
\$1,000.00	\$350.00	\$35.35

Effective Date: March 15, 2024 at 08:00 AM

The assurances referred to on the face page are:

That, according to those public records which, under the recording laws, impart constructive notice of matter relative to the following described property:

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

Title to said real property is [vested in:](#)

Richard A. Mesher and Cynthia S. Lee, husband and wife

subject to the matters shown below under Exceptions, which Exceptions are not necessarily shown in the order of their priority.

END OF SCHEDULE A

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 192405-9071-01

THAT PORTION OF GOVERNMENT LOT 1, SECTION 19, TOWNSHIP 24 NORTH, RANGE 5 EAST W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 19;

THENCE SOUTH 89°41'00" EAST ALONG THE NORTH LINE THEREOF 1468.82 FEET, MORE OR LESS, TO THE MEANDER CORNER;

THENCE SOUTH 0°11'00" WEST A DISTANCE OF 415.00 FEET;

THENCE NORTH 89°41'00" WEST 32.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 0°11'00" WEST 76.72 FEET, MORE OR LESS, TO A LINE DESCRIBED IN DEED AND BOUNDARY LINE AGREEMENT FILED FOR RECORD UNDER AUDITOR'S FILE NO. 6153296;

THENCE EASTERLY ALONG SAID COMMON LINE 237.00 FEET TO THE PRESENT SHORE OF LAKE WASHINGTON;

THENCE NORTHERLY ALONG SAID SHORE TO A POINT FROM WHICH THE TRUE POINT OF BEGINNING BEARS NORTH 89°41'00" WEST;

THENCE NORTH 89°41'00" WEST 237.00 FEET TO THE TRUE POINT OF BEGINNING;

TOGETHER WITH SECOND CLASS SHORELANDS ADJOINING;

TOGETHER WITH AN EASEMENT FOR ROADWAY AND UTILITY PURPOSES OVER A PORTION OF SAID GOVERNMENT LOT 1 AS DESCRIBED AND IDENTIFIED AS "EASEMENT 2A" IN INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. 4811436;

TOGETHER WITH AN EASEMENT FOR ROADWAY AND UTILITY PURPOSES DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 1;

THENCE SOUTH 89°41'00" EAST 1468.82 FEET TO THE MEANDER CORNER ON THE NORTH LINE OF SAID SECTION 19;

THENCE SOUTH 0°11'00" WEST PARALLEL WITH THE NORTH-SOUTH CENTERLINE OF SAID SECTION 19 A DISTANCE OF 335 FEET;

THENCE NORTH 89°41'00" WEST 205 FEET TO THE TRUE POINT OF BEGINNING OF SAID EASEMENT;

THENCE SOUTH 89°41'00" EAST 25 FEET;

THENCE SOUTH 0°11'00" WEST 60 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 25 FEET, TO AN INTERSECTION WITH A LINE LYING 415 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 19;

THENCE WESTERLY ALONG SAID PARALLEL LINE TO A POINT WHICH BEARS SOUTH 0°11'00" WEST FROM THE TRUE POINT OF BEGINNING;

THENCE NORTH 0°11'00" EAST 80.00 FEET TO THE TRUE POINT OF BEGINNING;

TOGETHER WITH AN EASEMENT FOR ROADWAY AND UTILITY PURPOSES DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 1;

THENCE SOUTH 89°41'00" EAST 1463.82 FEET TO THE MEANDER CORNER ON THE NORTH LINE OF SAID SECTION 19;

THENCE SOUTH 0°11'00" WEST PARALLEL WITH THE NORTH-SOUTH CENTERLINE OF SAID SECTION 19 A DISTANCE OF 415 FEET;

THENCE NORTH 89°41'00" WEST 32 FEET TO THE TRUE POINT OF BEGINNING OF THIS EASEMENT;

THENCE SOUTH 0°11'00" WEST 10 FEET;

THENCE NORTH 89°41'00" WEST 113 FEET;

THENCE SOUTH 0°11'00" WEST 2 FEET;

THENCE NORTH 89°41'00" WEST 48 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 12 FEET, TO A POINT WHICH BEARS NORTH 89°41'00" WEST FROM THE TRUE POINT OF BEGINNING;

EXHIBIT "A"
Legal Description

THENCE SOUTH 89°41'00" EAST 173 FEET TO THE TRUE POINT OF BEGINNING;
TOGETHER WITH AN EASEMENT FOR THE PURPOSE OF MAINTAINING A ROCKERY, SHRUBBERY, FLOWERS
AND OTHER PLANTINGS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 1;
THENCE SOUTH 89°41'00" EAST 1468.82 FEET TO THE MEANDER CORNER ON THE NORTH LINE OF SAID
SECTION 19;
THENCE SOUTH 0°11'00" WEST PARALLEL WITH THE NORTH-SOUTH CENTERLINE OF SAID SECTION 19 A
DISTANCE OF 415 FEET;
THENCE NORTH 89°41'00" WEST 57 FEET TO THE TRUE POINT OF BEGINNING OF THIS EASEMENT;
THENCE SOUTH 89°41'00" EAST 25 FEET;
THENCE SOUTH 0°11'00" WEST 76.72 FEET TO A LINE DESCRIBED IN DEED AND BOUNDARY LINE AGREEMENT
RECORDED UNDER AUDITOR'S FILE NO. 6153296;
THENCE WESTERLY ALONG SAID LINE 20.00 FEET;
THENCE NORTHWESTERLY TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

SCHEDULE B**GENERAL EXCEPTIONS:**

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

SPECIAL EXCEPTIONS:

1. Exceptions and reservations contained in deed whereby the grantor excepts and reserves 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

Grantor: State of Washington
Recording No.: 1353993

2. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: Puget Sound Power & Light Company, a Massachusetts corporation
Purpose: Electric transmission and distribution line
Recording Date: October 25, 1938
Recording No.: 3017452
Affects: as described in said instrument

3. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: Puget Sound Power & Light Company, a Massachusetts corporation
Purpose: Electric transmission and distribution line
Recording Date: October 31, 1949
Recording No.: 3953139
Affects: as described in said instrument

4. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: July 2, 1957
Recording No.: 4811436

5. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: Mercer Island Sewer District
Purpose: Sewer pipe line and lines and all necessary connections and appurtenances thereto
Recording Date: June 19, 1964
[Recording No.:](#) [5750965](#)
Affects: as described in said instrument

SCHEDULE B

(continued)

6. Agreement for construction and maintenance of roadway, and covenant running with the land, and the terms and conditions thereof:

Recording Date: October 3, 1965

[Recording No.:](#) [5961252](#)

7. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

[Recording No.:](#) [6676376](#)

Said instrument is a re-recording of recording nos.: 6220083 and 6241563.

8. Indemnification and Hold Harmless Agreement, and the terms and conditions thereof:

Recording Date: April 29, 2014

[Recording No.:](#) [20140429000545](#)

9. Question of location of lateral boundaries of said second class tidelands or shorelands.
10. Any question that may arise due to shifting and changing in the course, boundaries or high water line of Lake Washington.
11. Rights of the State of Washington in and to that portion, if any, of the Land which lies below the line of ordinary high water of Lake Washington.
12. Any prohibition or limitation of 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 was formerly covered by water.
13. Paramount rights and easements in favor of the United States for commerce, navigation, fisheries and the production of power.
14. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2024

[Tax Account No.:](#) [192405-9071-01](#)

Levy Code: 1031

Assessed Value-Land: \$2,699,000.00

Assessed Value-Improvements: \$2,274,000.00

General and Special Taxes:

Billed: \$34,232.18

Paid: \$0.00

Unpaid: \$34,232.18

SCHEDULE B
(continued)

15. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$750,000.00
Dated: June 20, 2019
Trustor/Grantor: Richard A. Mesher and Cynthia S. Lee, a husband and wife
Trustee: Old Republic Title, LTD.
Beneficiary: City National Bank
Loan No: 24953
Recording Date: July 3, 2019
[Recording No.:](#) [20190703000222](#)

16. A tax lien for the amount shown and any other amounts due, in favor of the United States of America, assessed by the District Director of Internal Revenue.

Taxpayer: Cynthia J Lee
Amount: \$14,236.63
Recording Date: October 28, 2019
[Recording No.:](#) [20191028001335](#)

The effect of said matter(s) depends upon the identity of the debtor. Please have the confidential information statement(s) attached to this Commitment completed and returned to this office at least three days prior to close in order for the company to make a final determination as to the effect of said matters.

NOTES:

Note: FOR INFORMATIONAL PURPOSES ONLY:

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

PTN OF GOVT LT 1 OF SEC 19-24-5E
[Tax Account No.:](#) [192405-9071-01](#)

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

4852 E Mercer Way
Mercer Island, WA 98040

END OF SCHEDULE B