

First American Title Insurance Company

920 5th Avenue, Suite 1250
Seattle, WA 98104

December 05, 2023

Metro Area Title Team

920 5th Avenue, Suite 1250, Seattle, WA 98104
Fax No. (866) 904-2177

EMAIL: TITLEKINGWA@firstam.com

Recording Department

Email: recording.wa@firstam.com

Pat Fullerton
(206) 615-3055

Amy Garza
(253) 200-3089

Jennifer Salas
(206) 615-3011

Order Number: 4209-4123117

Please send all recording packages to 920 5th Avenue, Suite 1250, Seattle, WA 98104

Buyer:

Seller: Douglas C. Rosen and Deborah Rosen

Property: 5995 60th Ave SE
Mercer Island, WA 98040

Attached please find the following item(s):

ALTA Commitment for Title Insurance

Thank you for your confidence and support. We at First American Title Insurance Company maintain the fundamental principle:

Customer First!



**Transaction Identification Data, for which the Company assumes no liability as set forth in
Commitment Condition 5.e.:**

Issuing Agent: First American Title Insurance Company
Issuing Office: 920 5th Avenue, Suite 1250, Seattle, WA 98104
Issuing Office's ALTA® Registry ID:
Commitment Number: 4209-4123117
Issuing Office File Number: 4209-4123117
Property Address: 5995 60th Ave SE, Mercer Island, WA 98040
Revision Number:

SCHEDULE A

1. Commitment Date: November 21, 2023 at 8:00 a.m.
2. Policy to be issued:
 - a. ALTA® Standard Owner's Policy
Basic Rate
Proposed Insured: To Follow
Proposed Amount of Insurance: \$To Follow Premium: \$To Follow Tax: \$To Follow
The estate or interest to be insured: See Item 3 below
 - b. ALTA® Extended Loan Policy
Purchase Money Loan Rate
Proposed Insured: To Follow
Proposed Amount of Insurance: \$To Follow Premium: \$To Follow Tax: \$To Follow
The estate or interest to be insured: See Item 3 below
3. The estate or interest in the Land at the Commitment Date is:

Fee Simple
4. [The Title is, at the Commitment Date, vested in:](#)

DOUGLAS C ROSEN AND DEBORAH ROSEN, HUSBAND AND WIFE
5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof

FIRST AMERICAN TITLE INSURANCE COMPANY

Pat Fullerton, Title Officer

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SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. The marital status of the vested owner described in Paragraph 4 of Schedule A is consistent with the marital status identified in the most current instrument vesting Title. First American Title Insurance Company does not represent that this is the current marital status of the vested owner. The current marital status of the vested owner should be provided to the Company prior to closing. Additional requirements may be imposed based upon any change in marital status since the recording of the current vesting deed.

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SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records.
3. Any facts, rights, interest, or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
4. Easements, claims of easement or encumbrances which are not shown by the Public Records.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the Public Records.
6. (a) Unpatented mining claims; (b) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Water rights, claims or title to water, ditch or ditch right, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records; (d) Indian Tribal Codes or Regulations, Indian Treaty or Aboriginal Rights, including easements or equitable servitudes.
7. Any lien or right to a lien for services, labor, equipment or material or medical assistance, unless such lien is shown by the Public Records as of Date of Policy.
8. Any service, installation, connection, maintenance, construction, tap or reimbursement charges/costs for sewer, water, garbage or electricity.

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9. Lien of Real Estate Excise Tax upon sale of said premises, or transfer of a controlling interest, if unpaid. As of the date herein, the excise tax rates are as follows:
Levy/Area Code: 1031

State Excise Tax for real property classified as Timberland (RCW 84.34 or RCW 84.33) or Agricultural land (RCW 84.34.020):

1.28% of the selling price

All other State Excise Tax:

1.10% of the selling price less than or equal to \$525,000.00

1.28% of the selling price from \$525,000.01 to \$1,525,000.00

2.75% of the selling price from \$1,525,000.01 to \$3,025,000.00

3.00% of the selling price over \$3,025,000.00

Local Excise Tax for Mercer Island:

.50% of the selling price

In addition to the Excise Tax due, a fee of \$5.00 will be charged on all taxable transactions (\$10.00 on all exempt transactions)

10. Taxes which may be assessed and extended on any subsequent roll for the tax year 2023, with respect to new improvements and the first occupancy which may be included on the regular assessment roll and which are an accruing lien not yet due or payable.

Affects: Lot 2

11. Deed of Trust and the terms and conditions thereof.

Grantor/Trustor: Douglas C Rosen and Deborah Rosen, husband and wife

Grantee/Beneficiary: Northern Trust Bank, FSB

Trustee: First American Title

Amount: \$2,500,000.00

Dated: March 09, 2004

Recorded: March 10, 2004

Recording Information: [20040310001706](#)

12. We note that the Statutory Warranty Deed recorded under Recording No. [20040310001705](#), by which the vestee herein acquired title, contains an erroneous/incomplete legal description. Said instrument should be re-recorded to correct said description.

13. Potential lien rights as a result of labor and/or materials used, or to be used, for improvements to the premises. The Company reserves the right to make additional requirements prior to insuring. An indemnity agreement to be completed by the appropriate party, is being sent to the closing escrow company and must be submitted to us **prior to closing** for our review and approval. All other matters regarding extended coverage have been cleared for mortgagee's policy. Items 1 through 6 and 8 on Schedule B herein will be omitted in said extended coverage mortgagee's policy. The

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coverage contemplated by this paragraph will not be afforded in any forthcoming owner's standard coverage policy to be issued.

Affects Lot 2

14. Any and all offers of dedication, conditions, restrictions, easements, boundary discrepancies or encroachments, notes and/or provisions shown or disclosed by Short Plat or Plat of East Seattle recorded in [Volume 3 of Plats, Page\(s\) 22](#).
15. Exceptions and reservations contained in deed from the State of Washington, whereby said Grantor excepts and reserves all oil, gases, coal, ores, minerals, fossils, etc. and the right of entry for exploring, opening, developing and working the same, provided that no rights shall be exercised until provision has been made for full payment of all damages sustained by reason of such entry; and Right of the State of Washington or any Grantee or Lessee thereof, upon paying reasonable compensation, to acquire right of way for private railroads, skid roads, flumes, canals, water courses or other easements for transportation and moving timber, stone, minerals or other products from the lands, all pursuant to statutes in effect as of the date of conveyance by the state.
Recording Information: [697741](#)
16. Easement, including terms and provisions contained therein:
Recording Information: [4655658](#)
In Favor of: Mercer Island Sewer District
For: Sewer lines
17. Any and all offers of dedication, conditions, restrictions, easements, boundary discrepancies or encroachments, notes and/or provisions shown or disclosed by Short Plat or Plat No. 83-09-32 recorded under recording number [8403019001](#).
18. The terms and provisions contained in the document entitled "Agreement with Respect to Encroachment Within Public Right-of-way or Easement"
Recorded: March 07, 1984
Recording No.: [8403070770](#)
19. Sewer Easement and Maintenance Agreement and the terms and conditions thereof:
Between: Carolyn S. Parks
And: Owners of Lot 1 and Lot 2 of Carolyn Parks Short Plat No. MI-83-09-32
Recording Information: [8403070771](#)
20. Agreement Re Easements Agreement and the terms and conditions thereof:
Between: Carolyn S. Parks, an unmarried woman
And: Donna Benaroya, an unmarried woman
Recording Information: [8404040607](#)

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21. Maps of Mercer Island recorded under King County Recording No [8601289004](#) showing location of outer boundary of shorelands of Lake Washington.
22. Easement, including terms and provisions contained therein:
Recording Information: [20070511001318](#)
In Favor of: City of Mercer Island, a Washington municipal corporation, or its agents
For: Temporary Construction Easement

Affects Lot 2
23. Easement, including terms and provisions contained therein:
Recording Information: [20070511001321](#)
In Favor of: City of Mercer Island, a Washington municipal corporation, or its agents
For: Temporary Construction Easement

Affects Lot 1
24. The terms and provisions contained in the document entitled "Certificate of change"
Recorded: September 07, 2017
Recording No.: [20170907000975](#)
25. Any question as to the true location of the lateral boundaries of the Shorelands.
26. Any questions that may arise due to shifting or change of the line of high water of Lake Washington.
27. Any prohibition or limitation on the use, occupancy or improvements of the land resulting from the right of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water.
28. Paramount rights and easements in favor of the United States for commerce, navigation, fisheries and the production of power.
29. This transaction may be subject to a Geographic Targeting Order ("GTO") issued pursuant to the Bank Secrecy Act. Information necessary to comply with the GTO must be provided prior to the closing. This transaction will not be insured until this information is submitted, reviewed and found to be complete.

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INFORMATIONAL NOTES

A. Effective January 1, 1997, and pursuant to amendment of Washington State Statutes relating to standardization of recorded documents, certain format and content requirements must be met (refer to RCW 65.04.045). Failure to comply may result in rejection of the document by the recorder or additional fees being charged, subject to the Auditor's discretion.

B. Any sketch attached hereto is done so as a courtesy only and is not part of any title commitment or policy. It is furnished solely for the purpose of assisting in locating the Land and First American expressly disclaims any liability which may result from reliance made upon it.

C. The description can be abbreviated as suggested below if necessary to meet standardization requirements. The full text of the description must appear in the document(s) to be insured.

LOTS 1 AND 2, CITY OF MERCER ISLAND SP NO. MI-83-09-32, REC. [8403019001](#), KING COUNTY APN: 217450010004 and 217450009501

Property Address: 5995 60th Ave SE, Mercer Island, WA 98040

D. Potential charges, for the King County Sewage Treatment Capacity Charge, as authorized under RCW 35.58 and King County Code 28.84.050. Said charges could apply for any property that connected to the King County Sewer Service area on or after February 1, 1990. Note: Properties located in Snohomish County may be subject to the King County Sewage Treatment Capacity Charges.

E. The following deeds affecting the property herein described have been recorded within 36 months of the effective date of this commitment: NONE

F. General taxes for the year 2023, which have been paid.

Tax Account No.:	217450010004
Code Area:	1031
Amount:	\$ 41,579.73
Assessed Land Value:	\$ 2,968,000.00
Assessed Improvement Value:	\$ 3,813,000.00
Affects:	Lot 1

G. General taxes for the year 2023, which have been paid.

Tax Account No.:	217450009501
Code Area:	1031
Amount:	\$ 36,437.20
Assessed Land Value:	\$ 5,942,000.00
Assessed Improvement Value:	\$ 0.00

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Affects: Lot 2

- H. All matters regarding extended coverage have been cleared for mortgagee's policy. The coverage contemplated by this paragraph will not be afforded in any forthcoming owner's standard coverage policy to be issued.

Affects: Lot 1

NOTE: The forthcoming Mortgagee's Policy will be the ALTA 2021 Policy unless otherwise noted on Schedule A herein.

NOTE: We find no judgments or Federal tax liens against the vestee herein, unless otherwise shown as a numbered exception above.

NOTE: A FEE MAY BE CHARGED UPON THE CANCELLATION OF THIS COMMITMENT PURSUANT TO WASHINGTON STATE INSURANCE CODE AND THE FILED RATE SCHEDULE OF THIS COMPANY.

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EXHIBIT A

File No.: 4209-4123117

The Land referred to herein below is situated in the County of King, State of Washington, and is described as follows:

LOTS 1 AND 2, CITY OF MERCER ISLAND SHORT PLAT NO. MI-83-09-32, RECORDED UNDER RECORDING NO. [8403019001](#), IN KING COUNTY, WASHINGTON, BEING A SHORT PLAT OF THE FOLLOWING LOTS 19, 20, 21 AND 22, BLOCK 1, EAST SEATTLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN [VOLUME 3 OP PLATS, PAGE 22](#), RECORDS OF KING COUNTY, WASHINGTON,

TOGETHER WITH VACATED 59TH AVENUE SOUTH ADJACENT, AND TOGETHER WITH SHORELANDS OF SECOND CLASS ABUTTING THEREON.

217450010004 and 217450009501

5995 60th Ave SE
Mercer Island, Washington 98040

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**ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY**

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

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3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I—Requirements; and
 - f. Schedule B, Part II—Exceptions; and

4. **COMPANY'S RIGHT TO AMEND**

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. **LIMITATIONS OF LIABILITY**
 - a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
 - b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - e. The Company is not liable for the content of the Transaction Identification Data, if any.
 - f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
 - g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

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- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
- 8. PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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First American

First American Title Insurance Company
920 5th Avenue, Suite 1250
Seattle, WA 98104

Exhibit A

File No: 4209-4123117

EXHIBIT A

LEGAL DESCRIPTION: Real property in the County of King, State of Washington, described as follows:

LOTS 1 AND 2, CITY OF MERCER ISLAND SHORT PLAT NO. MI-83-09-32, RECORDED UNDER RECORDING NO. 8403019001, IN KING COUNTY, WASHINGTON, BEING A SHORT PLAT OF THE FOLLOWING LOTS 19, 20, 21 AND 22, BLOCK 1, EAST SEATTLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 3 OP PLATS, PAGE 22, RECORDS OF KING COUNTY, WASHINGTON,

TOGETHER WITH VACATED 59TH AVENUE SOUTH ADJACENT, AND TOGETHER WITH SHORELANDS OF SECOND CLASS ABUTTING THEREON.

Situs Address: 5995 60th Ave SE, Mercer Island, WA 98040
Tax Parcel ID No. 2174500095 and 2174500095

BUYER

SELLER

BUYER

SELLER