

SUBDIVISION

Guarantee/Certificate Number:

Issued By:



CHICAGO TITLE INSURANCE COMPANY

48592BC-ETU - SECOND

CHICAGO TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

Triad Associates and the City of Mercer Island

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 Insurance Company

By:

President

Chicago Title Company of Washington
10500 NE 8th St., Suite 600
Bellevue, WA 98004

Countersigned By:

Authorized Officer or Agent



Attest:

Secretary

ISSUING OFFICE:
Title Officer: Eastside Title Unit Chicago Title Company of Washington 10500 NE 8th St., Suite 600 Bellevue, WA 98004 Main Phone: (425)646-9883 Email: CTIBellevueETU@ctt.com

SCHEDULE A

Liability	Premium	Tax
\$1,000.00	\$550.00	\$52.25

Effective Date: April 28, 2017 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:

Wells Fargo Bank, N.A., as trustee of the Title Holding Trust dated 10-6-99

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

Parcel B:

Lot B of City of Mercer Island Short Plat Number MI84-01-02, recorded under recording number 8406269002 (said short plat being a subdivision of the West 90 feet of that portion of Government Lot 1, Section 1, Township 24 North, Range 4 East, Willamette Meridian, in King County, Washington, lying North of a line which is 1,374.15 feet North of and parallel to the South line of said Government Lot 1, being a portion of Mercer Park, heretofore vacated by order of King County Commissioner, according to the plat thereof, recorded in volume 8 of plats, page 27, in King County, Washington);

Together with second class shorelands adjoining;

Together with an undivided one-Half interest in Tract X of said short plat.

Parcel C:

The East 105 feet of West 195 feet of that portion of Government Lot 1 of Section 1, Township 24 North, Range 4 East, Willamette Meridian, in King County, Washington, lying North of North margin of Southeast 20th Street as said street is platted in the plat of Mercer Beach Park, according to the plat thereof, recorded in volume 46 of plats, page(s) 7, in King County, Washington
(being part of vacated plat of Mercer Park, according to the plat thereof, recorded in volume 8 of plats, page(s) 27, in King County, Washington);

Together with second class shorelands adjoining and abutting thereon lying between the East and West boundary lines of the above described Tract produced and extended.

SCHEDULE B

GENERAL EXCEPTIONS

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

SPECIAL EXCEPTIONS

1. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Mercer Island Sewer District, a Municipal Corporation
Purpose: Sewer
Recording Date: January 18, 1956
Recording No.: 4655646
Affects: As constructed

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

Granted to: Mercer Island Sewer District, a Washington Municipal Corporation
Purpose: Sewer
Recording Date: January 18, 1956
Recording No.: 4655649
Affects: Along a line 4 feet East of and parallel with the West margin of the above described property less the South 310 feet, more or less

3. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, 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, or source of income, 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 on short plat:

Recording No: 8406269002

4. Road Maintenance Agreement and the terms and conditions thereof:

Recording Date: August 28, 2003
Recording No.: 20030828001029

5. Memorandum of Cotenancy Agreement, and the terms and conditions thereof:

Recording Date: November 14, 2006
Recording No.: 20061114001877

Affects: Parcel B

6. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Mercer Island Sewer District, a Municipal Corporation
Purpose: Sewer pipe line and electrical conduit
Recording Date: January 18, 1956
Recording No.: 4655617
Affects: Portion of said premises

SCHEDULE B
(continued)

7. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Mercer Island Sewer District, a Municipal Corporation
Purpose: Sewer pipeline and appurtenances
Recording Date: January 18, 1956
Recording No.: 655645
Affects: Portion of said premises
8. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Mercer Island Sewer District, a Municipal Corporation
Purpose: A pump station and access thereto and therefrom
Recording Date: February 16, 1956
Recording No.: 4664738
Affects: Portion of said premises
9. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Mercer Island Sewer District, a Municipal Corporation
Purpose: Sewer pipeline and appurtenances
Recording Date: June 5, 1957
Recording No.: 4803213
Affects: Portion of said premises
10. Affidavit regarding oil tanks and the terms and conditions thereof:

Recording Date: November 28, 1994
Recording No.: 9411280757
11. Release/covenant not to sue and indemnification/hold harmless for geologically hazardous areas, and the terms and conditions thereof:

Recording Date: October 27, 2003
Recording No.: 20031027005254
12. Question of location of lateral boundaries of said second class tidelands or shorelands.
13. Any question that may arise due to shifting and changing in the course, boundaries or high water line of Lake Washington.
14. 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.
15. Paramount rights and easements in favor of the United States for commerce, navigation, fisheries and the production of power.

SCHEDULE B

(continued)

16. 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: 2017
 Tax Account No.: 545230-2216-02
 Levy Code: 1031

General and Special Taxes:
 Billed: \$33,898.35
 Paid: \$33,898.35

Affects: Parcel B

17. 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: 2017
 Tax Account No.: 545230-2218-00
 Levy Code: 1031

General and Special Taxes:
 Billed: \$47,806.09
 Paid: \$47,806.09

Affects: Parcel C

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

Amount: \$2,000,000.00
 Dated: January 21, 2009
 Trustor/Grantor: Wells Fargo Bank, N.A. as Trustee of The Title Holding Trust dated October 6, 1999
 Trustee: Wells Fargo Financial National Bank
 Beneficiary: Wells Fargo Bank, N.A.
 Recording Date: February 4, 2009
 Recording No.: 20090204000983
 Affects: Parcel C

An agreement recorded July 21, 2011 at 20110721000712 which states that this instrument was subordinated to the document or interest described in the instrument

Recording Date: July 21, 2011
 Recording No.: 20110721000711

19. Terms, powers, conditions and limitations of the The Title Holding Trust dated 10-06-1999 Trust.

The Company will require a copy of the trust agreement and any amendments thereto for review.

The Company reserves the right to add additional items/exceptions or make further requirements after review of the requested documentation.

SCHEDULE B
(continued)

Affects: Parcel C

20. Terms, powers, conditions and limitations of the Robert T. Lamson Trust.

The Company will require a copy of the trust agreement and any amendments thereto for review.

The Company reserves the right to add additional items/exceptions or make further requirements after review of the requested documentation.

Affects: Parcel B

END OF EXCEPTIONS

NOTES

The following matters will not be listed as Special Exceptions in Schedule B of the policy. There will be no coverage for loss arising by reason of the matters listed below because these matters are either excepted or excluded from coverage or are not matters covered under the insuring provisions of the policy.

Note A: Note: Any map furnished with this Commitment is for convenience in locating the land indicated herein with reference to streets and other land. No liability is assumed by reason of reliance thereon.

END OF NOTES

END OF SCHEDULE B