

**Fidelity National Title**  
Insurance Company



10655 N.E. 4th Street, Suite 200  
Bellevue, WA 98004

**CLIENT'S**

**COPY**

*Cori Nickerson*  
*Account Manager*  
*206-755-2535*  
*cori.nickerson@fnf.com*



# Fidelity National Title Company of Washington

Underwritten by Fidelity National Title Insurance Company  
3500 188th St. SW, Suite 300  
Lynnwood, WA 98037  
(425)771-3031 / (425)771-3031 Fax No. (425)771-7910  
Direct Line: (425) 640-3509  
Toll Free: 1-800-776-3021

**Unit: 2**

**TITLE ORDER NUMBER: 2-08110198**

TO: JOHN L SCOTT - MERCER ISL

**UNIT:** Terry Sarver, Chief Title Officer  
Bill Fisher, Senior Title Officer  
Stan Kuligoski, Senior Title Officer  
Paula Luxmore, Senior Title Officer

7853 SE 27TH STREET, SUITE 180  
MERCER ISLAND, WA 98040  
Attn: TERRY DONOVAN  
Your Number:  
Reference Name:

TITLE ORDER NUMBER: 2-08110198

**1st Report  
A.L.T.A. COMMITMENT  
SCHEDULE A**

1. Effective Date: November 7, 2008 at 08:00 AM

2. Policy (or Policies) to be issued:

Policy Amount

Owner's Policy ( ALTA Owner's Policy (06/17/06) )  
Proposed Insured:  
TO FOLLOW

Premium:  
Tax:

Loan Policy ( ALTA Loan Policy (06/17/06) )  
Proposed Insured:  
APPROPRIATE LENDER

Premium:  
Tax:

3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.

4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:

PARKWOOD, a Washington limited partnership

5. The land referred to in the Commitment is described as follows:

**Fidelity National Title Insurance Company**

By: \_\_\_\_\_

Terry Sarver, Chief Title Officer

SEE EXHIBIT "A" AS SHOWN IN SCHEDULE C ATTACHED HERETO

**FIDELITY NATIONAL TITLE COMPANY OF WASHINGTON**

ALTA Commitment, Page 3 of 8

Title Order Number: 2-08110198

Fidelity National Title Insurance Company

**EXHIBIT "A"**  
**LEGAL DESCRIPTION FOR PROPERTY LOCATED AT 5236 W Mercer Way**  
**SCHEDULE C**

The land referred to in this Commitment is described as follows:

Lot 4A, City of Mercer Island Short Plat No. MI 77-12-049, recorded under King County Recording Number 7803210909, records of King County, Washington, said Short Plat being a revision of instrument recorded under Recording Number 7803140906, said Short Plat being a portion of the southwest quarter of the northwest quarter of Section 19, Township 24 North, Range 5 East, W.M., in King County Washington.

Situate in the County of King, State of Washington

This property is located in King county.

Recording to be delivered to:

Fidelity National Title Co., 3500 188th St. SW #300, Lynnwood, WA 98037



**FIDELITY NATIONAL TITLE COMPANY OF WASHINGTON**

ALTA Commitment, Page 4 of 8

Title Order Number: 2-08110198

**SCHEDULE B**

- I. The following are the requirements to be complied with:
  - A. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
  - B. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
- II. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:
  - B. **GENERAL EXCEPTIONS:**
    1. Rights or claims of parties in possession, or claiming possession, not shown by the Public Records.
    2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
    3. Easements, prescriptive rights, rights-of-way, liens or encumbrances, or claims thereof, not shown by the Public Records.
    4. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the Public Records.
    5. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the Public Records.
    6. Any lien for service, installation, connection, maintenance, tap, capacity, or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records.
    7. Unpatented mining claims, and all rights relating thereto.
    8. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.
    9. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
    10. Water rights, claims or title to water.
    11. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

**FIDELITY NATIONAL TITLE COMPANY OF WASHINGTON**

ALTA Commitment, Page 5 of 8

Title Order Number: 2-08110198

**SPECIAL EXCEPTIONS**

1. Lien of any real estate excise sales tax upon any sale of said property if unpaid. The subject property is located in King county. The excise tax rate is 1.78%.
2. GENERAL TAXES AND RELATED CHARGES ARE PAID IN FULL:  
Year: 2008  
Amount: \$ 3,655.29  
Tax Account No.: 192405-9324-06  
Levy Code: 1031  
  
Value of Land: \$ 509,000.00  
Value of Improvements:\$ 0.00
3. Facility charges, if any, including but not limited to hook-up, or connection charges and latecomer charges for water and sewer facilities by City of Mercer Island, as disclosed by instrument(s) recorded under:  
Recording No(s): 7712060812  
  
(To be omitted from the forthcoming loan policy)
4. DEED OF TRUST AND ADDITIONAL ADVANCES, IF ANY, AND THE TERMS AND CONDITIONS THEREOF:  
Grantor: Edward H. Mills and Marian A. Mills, husband and wife  
Trustee: Thomas H. Murphy  
Beneficiary: First Western Bank  
Original Amount: \$385,000.00, plus interest  
Dated: July 20, 1986  
Recorded: August 28, 1986  
Recording No.: 8608280357
5. A Certificate of Limited Partnership for Parkwood, a Washington limited partnership, together with a copy of the current Partnership Agreement and any amendments thereto, must be properly filed with the Secretary of State and a copy submitted to us. Also, sufficient information to clear any marital status questions of the general partners at the time of acquisition must be submitted.
6. The name(s) of the proposed insured has not yet been revealed or searched. Matters disclosed against their names must be considered if and when said parties acquire an interest in said premises.
7. To provide an Extended Coverage Lenders Policy, General Exceptions 5, 6, 7, 8, 9 and 10 are hereby deleted. General Exceptions 1, 2, 3, 4, and 11 will be considered when our Inspection and/or Survey, if required, is completed.  
A Supplemental Report will follow.

We will inform you later whether the 100 Endorsement will issue with the forthcoming lenders policy.

**FIDELITY NATIONAL TITLE COMPANY OF WASHINGTON**

ALTA Commitment, Page 6 of 8

Title Order Number: 2-08110198

8. RESERVATIONS AND/OR EXCEPTIONS CONTAINED IN INSTRUMENT:  
From: Talbot Cyrus Walker and Mary K. Walker, husband and wife:  
Recorded: November 7, 1942  
Recording No.: 3275747  
As Follows: The Seller hereby reserves unto itself and unto its successors and assigns, the full, complete and absolute rights to all oils, gases, coal, fossils, metals and minerals of every name and nature, which may be in or upon said land to prospect and explore for and also to take, mine and remove the same, provided, said Buyer, his successors, heirs, and assigns, shall be reasonably compensated for all damage done to the surface of said land and the improvements thereon in carrying on of any of such operations.
9. EASEMENT AND CONDITIONS CONTAINED THEREIN, AS GRANTED/RESERVED/  
DISCLOSED/CONTAINED BY INSTRUMENT:  
Recorded: December 8, 1950  
Recording No.: 4088156  
Purpose: Road
10. EASEMENT AND CONDITIONS CONTAINED THEREIN, AS GRANTED/RESERVED/  
DISCLOSED/CONTAINED BY INSTRUMENT:  
Recorded: December 20, 1963  
Recording No.: 5679077  
Purpose: Sewer lines
- Said instrument has been modified by instrument recorded under Recording number 6461886.
11. COVENANTS, CONDITIONS, RESTRICTIONS, RIGHTS AND EASEMENTS CONTAINED IN  
DECLARATION OF SHORT PLAT:  
Recorded: March 21, 1978  
Recording No.: 7803210909
12. EASEMENT AND CONDITIONS CONTAINED THEREIN, AS GRANTED/RESERVED/  
DISCLOSED/CONTAINED BY INSTRUMENT:  
Recorded: April 5, 1978  
Recording No.: 7804050993  
In Favor Of: City of Mercer Island  
Purpose: Sewer line for storm drainage purposes

Said easement also appears of record under instrument recorded under Recording Number 7812140768.

END OF EXCEPTIONS

**NOTE 1:**

The legal description shown in Schedule C was determined from the property address provided at the time of application. The description should be examined and approved by all the parties to this transaction prior to closing.



**FIDELITY NATIONAL TITLE COMPANY OF WASHINGTON**

ALTA Commitment, Page 7 of 8

Title Order Number: 2-08110198

**NOTE 2:**

The only conveyance(s) affecting said Land, which recorded within 24 months of the date of this report, are as follows:

Grantor: Edward and Marian Mills Family LLC  
Grantee: Parkwood, a Washington limited partnership  
Recorded: January 3, 2008  
Recording Number: 20080103000189

**NOTE 3 :**

Examination of the records discloses no judgments or other matters pending against the name of the vested owner(s).

**NOTE 4:**

Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06), or ALTA Loan Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company of the Insured as the exclusive remedy of the parties.

**NOTE 5:**

Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirements cannot be met, please call the company at the number provided in this report.

**NOTE 6:**

**FOR INFORMATIONAL PURPOSES ONLY:**

The following may be used as an abbreviated legal description on the documents to be recorded, per amended RCS 65.04. Said abbreviated legal description is not a substitute for a complete legal description within the body of the document.

Lot 4A, MI Sp No. 77-12-049, Rec# 7803210909

END OF NOTES

**FIDELITY NATIONAL TITLE COMPANY OF WASHINGTON**

ALTA Commitment, Page 8 of 8

Title Order Number: 2-08110198

In the event this transaction fails to close and this Commitment is canceled, a fee will be charged to comply with the State insurance Code and the filed Schedule of this Company.

The sketch attached is provided as a courtesy only by Fidelity National Title Company of Washington, without charge, for your information. It is not intended to be a Survey or to show all matters relating to the property (including, but not limited to area, dimensions, easements, encroachments or locations of boundaries). It is not a part of, nor does it modify, the Title Commitment or Policy to which it is attached. The Company assumes NO LIABILITY for the correctness of any matter related to this sketch. Reference should be made to an accurate survey for further information.

November 14, 2008

rs

cc:

Fidelity National Title Company

Of Record

JOHN L SCOTT - MERCER ISLAND TERRY DONOVAN

**THANK YOU FOR YOUR ORDER  
IF WE MAY BE OF FURTHER ASSISTANCE, PLEASE GIVE US A CALL**

Fidelity National Financial, Inc.

**Privacy Statement**

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

**Personal Information Collected**

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

**Disclosure of Personal Information**

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgment credits, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with the judicial proceeding, court order or legal process.



Effective Date: 5/1/2008

#### Disclosure to Affiliated Companies

We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

#### Disclosure to Nonaffiliated Third Parties

We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

#### **Confidentiality and Security of Personal Information**

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

#### **Access to Personal Information/**

#### **Requests for Correction, Amendment, or Deletion of Personal Information**

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information.

However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity.

Where permitted by law, we may charge a reasonable fee to cover the costs incurred in respond to such requests. Please send requests to:

Chief Privacy Officer  
Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, FL 32204

#### **Changes to this Privacy Statement**

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.







#2331

LOT 4-B, MILLS SHORT PLAT REVISED 11/30/77  
Page 1 of 2

7803210909

That portion of the south half of the northwest quarter of the southwest quarter of the northwest quarter in Section 19, Township 24 North, Range 5 East, W.M. in King County, Washington, more particularly described as follows: Commencing at the southeast corner of said subdivision, which point is the northeast corner of Lansdowne Lane as recorded in Volume 89 of Plats, pages 83 and 84, records of said county; thence N 1°13'54" E along the east line of said subdivision 114.00 feet to the True Point of Beginning; thence N 77°51'08" W 127.00 feet; thence N 13°27'25" W 198.35 feet, more or less, to the north line of the south half of the northwest quarter of the southwest quarter of the northwest quarter of said Section 19; thence S 88°28'25" E along the north line of said subdivision 175.00 feet, more or less, to the northeast corner thereof; thence S 1°13'54" W along the east line of said subdivision 215.02 feet, more or less, to the True Point of Beginning.

TOGETHER WITH that portion of the east 20 feet of the said south half of the northwest quarter of the southwest quarter of the northwest quarter of said Section 19 lying south of the above described tract;

TOGETHER WITH an easement for sanitary sewer lines and storm drainage purposes over, under and across that portion of Lot 4-A of the <sup>REVISED</sup> Mills Short Plat (said lot being westerly of and adjacent to the foregoing described tract) described as follows: Commencing at the southeast corner of said Lot 4-A; thence westerly along the southerly line of said Lot 4-A to an intersection with a line which is 2.5 feet easterly of and parallel to the existing side-sewer line which connects to Lot 3 of the Mills Short Plat, <sup>AS RECORDED AT # 7803140926,</sup> said intersection being the True Point of Beginning; thence westerly along the southerly line of said Lot 4-A to an intersection with the existing main sanitary sewer pipe line as constructed in 1977 to serve the lots in the Mills Short Plat, <sup>AS RECORDED AT # 7803140926,</sup> said intersection being very approximately 14 feet easterly of the most westerly corner of said Lot 4-A; thence N 37°34'18" W <sup>REVISED</sup> along the southerly line of said Lot 4-A of the Mills Short Plat 8.6 feet, more or less, to an intersection with a line parallel to and 5 feet northeasterly of (as measured at right angles) said existing sanitary sewer pipe line; thence southeasterly along said



#2331

LOT 4-B, MILLS SHORT PLAT ~~REVISED~~

Rev. 12/5/77

11/30/77

Page 2 of 2

7803210909

parallel line which is 5 feet northerly (as measured at right angles) from the said existing main sanitary pipe line to an intersection with a line which is 2.5 feet north-westerly from and parallel to the existing 4-inch side-sewer pipe line which connects to the existing house located on the foregoing described main tract; thence northeasterly along said parallel line to an intersection with the westerly line of the foregoing described main tract; thence S 13°27'25" E along said westerly line 17 feet, more or less, to an intersection with a line which is 10 feet southeasterly of (as measured at right angles) and parallel to said existing 4-inch side-sewer pipe line; thence south-westerly along said parallel line to an intersection with a line which is 2.5 feet easterly of and parallel to the existing side-sewer pipe line which connects to Lot 3 of the Mills Short Plat; <sup>AS RECORDED AT # 780340926</sup> thence southerly along said parallel line to the True Point of Beginning.

TOGETHER WITH an easement for sanitary sewer purposes along that portion of the existing main sanitary sewer pipe line as constructed in 1977 to serve the lots in the Mills Short Plat which lies within Lot 1 of said Mills Short Plat, <sup>AS RECORDED AT # 780340926</sup>.

SUBJECT TO AND TOGETHER WITH an easement for storm drainage purposes 20 feet in width extending from the east line of said south half of northwest quarter of southwest quarter of northwest quarter to the westerly line of said Lot 3 of the Mills Short Plat <sup>AS RECORDED AT # 780340926</sup> and the center-line of said easement being 3 feet southerly of (as measured at right angles) and parallel to the northerly line of said Lot 3, said northerly line having a bearing of N 77°51'08" W.

SUBJECT TO an easement for ingress, egress and utilities over, across and under the south 50 feet of the east 20 feet of the foregoing described main tract.

PORTION OF THIS DOCUMENT ARE POOR QUALITY FOR FILING

AFTER RECORDING, MAIL TO:  
Dan Price Land Surveying, Inc.  
17923 52<sup>ND</sup> AVE EAST #B  
TACOMA, WA 98446  
(253) 875-8075 Fax (253) 875-8076



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DAN PRICE AFF 63.00  
PAGE-001 OF 002  
09/01/2009 12:37  
KING COUNTY, WA

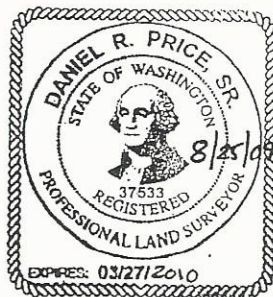
### AFFIDAVIT OF CORRECTION

THE ATTACHED LEGAL DESCRIPTION CORRECTS TYPOGRAPHICAL ERRORS, WHICH APPEARED ON THE REVISED LEGAL DESCRIPTION RECORDED UNDER NUMBER 20090710900001, CITY OF MERCER ISLAND LOT LINE REVISION NO. SUB08-003, RECORDS OF KING COUNTY, WASHINGTON.

**ABBREVIATED LEGAL DESCRIPTION:** NW ¼ OF SW ¼ OF NW ¼ OF SECTION 19, TOWNSHIP 24 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN

REVISED PARCELA:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 24 NORTH, RANGE 5 EAST; THENCE NORTH 88°31'54" WEST 20.00; THENCE NORTH 01°13'54" EAST 117.77 FEET; THENCE NORTH 77°51'08" WEST 91.68 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°13'23" EAST 194.37 FEET; THENCE NORTH 88°28'25" WEST 259.63 FEET TO THE EASTERLY RIGHT OF WAY OF WEST MERCER WAY; THENCE CONTINUING SOUTHERLY ALONG SAID RIGHT OF WAY ALONG A CURVE TO THE RIGHT WHICH RADIUS BEARS NORTH 42°45'13" WEST AND HAS A CENTRAL ANGLE OF 5°14'28" AND A LENGTH OF 55.17 FEET AND A RADIUS OF 603.14 FEET; THENCE SOUTH 37°34'18" EAST 21.90 FEET TO A CURVE TO THE LEFT WITH A RADIUS OF 60.00 FEET AND A LENGTH OF 54.90 FEET; TO A CURVE TO THE RIGHT WITH A RADIUS OF 90.00 FEET AND A LENGTH OF 42.41 FEET TO A CURVE TO THE RIGHT WITH A RADIUS OF 41.00 FEET AND A LENGTH OF 20.39 FEET; THENCE SOUTH 34°30'00" EAST 12.00 FEET TO A CURVE TO THE LEFT WITH A RADIUS OF 135.00 FEET AND A LENGTH OF 61.85 FEET; THENCE SOUTH 60°45'00" EAST 76.21 FEET; THENCE SOUTH 77°51'08" EAST 63.45 FEET BACK TO THE POINT OF BEGINNING. SITUATE IN THE CITY OF MERCER ISLAND, COUNTY OF KING, STATE OF WASHINGTON.



  
DANIEL R. PRICE, PLS  
LS#37533















D Nov 7 42

Oct 21 42 \$10 \$1.10 irs \$1 st

Talbot Cyrus Walker and Mary K Walker, hwf

to John T Dunney and Grace Dunney, hwf

For conveyance and warranty to the first described parties

7091  
37 3275747

NW 1/4 of the SW 1/4 of the NW 1/4 s c 19 twp 24 nr 5 awm less roads.

The granters hereby reserve unto themselves and unto their heirs and assigns full complete and absolute rights to all oils, gases, coal and sand, gravel, clay, fossils, metals and minerals of every kind and nature which may be in or upon a land or any part thereof in commercial quantities with the right of entry upon said land to prospect and explore for and also to take mine and remove the same provided said grantees their heirs and assigns shall be reasonably compensated for all damage done to the surface of said land and the improvements thereon in carrying on of any of such operations.

There are also excluded from the warranty of this deed any and all unpaid taxes and assessments and any and all liens, encumbrances, charges, liabilities and claims of whatsoever kind arising, created, permitted or imposed on said property hereinafter.

Talbot Cyrus Walker

Mary K Walker

Witness my hand and seal at San Francisco, California, this 25th day of October, 1942, by Talbot Cyrus Walker and Mary K Walker, of Florence, Kansas, by their true and lawful attorneys (NScomex May 22 45 (ml sp, East Seattle))

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MAR 14 11 00  
— E RF  
7803140906  
7803140906

SHORT PLAT NO. MI 77-12-049  
CITY OF MERCER ISLAND  
KING COUNTY, WASHINGTON

MAR 14 3 48 PM '78

AFFIDAVIT OF OWNERSHIP

Approvals

RECORDED KC RECORDS

KING COUNTY

CITY OF MERCER ISLAND

Department of Assessments

Examined and approved this 14 day  
of MARCH, 1978.

HARLEY H. HORPE  
King County Assessor  
A. Martin, Deputy  
Department of Records

APPROVED SHORT SUBDIVISION  
Under Pro. 2004 Ord. 57, Sec. 4 & R.C.W. 58.17.060  
DATE 3-14-78  
PLANNED BY Paul Quinn  
BLDG. OFF.  
CITY ENGR.  
No further subdivision of land permitted within 5  
years of above date without filing of final plat.  
FOR THE  
CITY OF MERCER ISLAND

Filed for record at the request of:

Marian A. Mills  
8440 S.E. 53rd Place  
Mercer Island, Washington 98040

Return to:

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

LEGAL DESCRIPTION:

Portion of the South 1/2 of the Northwest 1/4 of the Southwest 1/4 of the  
Northwest 1/4 of Section 19, Township 24 North, Range 5 E, W.M. in King  
County, Washington, lying southeasterly of 60 foot right-of-way known as  
West Mercer Way and northeasterly of 50 foot right-of-way known as South  
East 53rd Place  
Also known as Mills short plat as approved by the City of Mercer Island  
May 24, 1972

DECLARATION:

Know all men by these presents that we, the undersigned, owners in fee simple of  
the land herein described do hereby make a short subdivision thereof pursuant to  
RCW 58.17.060 and declare this short plat to be the graphic representation of  
same, and that said short subdivision is made with the free consent and in accordance  
with the desire of the owners. In witness whereof we have set our hands  
and seals.

Edward H. Mills  
Marian A. Mills

STATE OF WASHINGTON )

COUNTY OF KING )

§5

On this day personally appeared before me Edward H. & Marian A. Mills  
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 14th day of March, 1978.

Dorothy J. L. ...  
NOTARY PUBLIC in and for the State of  
Washington, residing at Seattle

MAP ON FILE IN VAULT

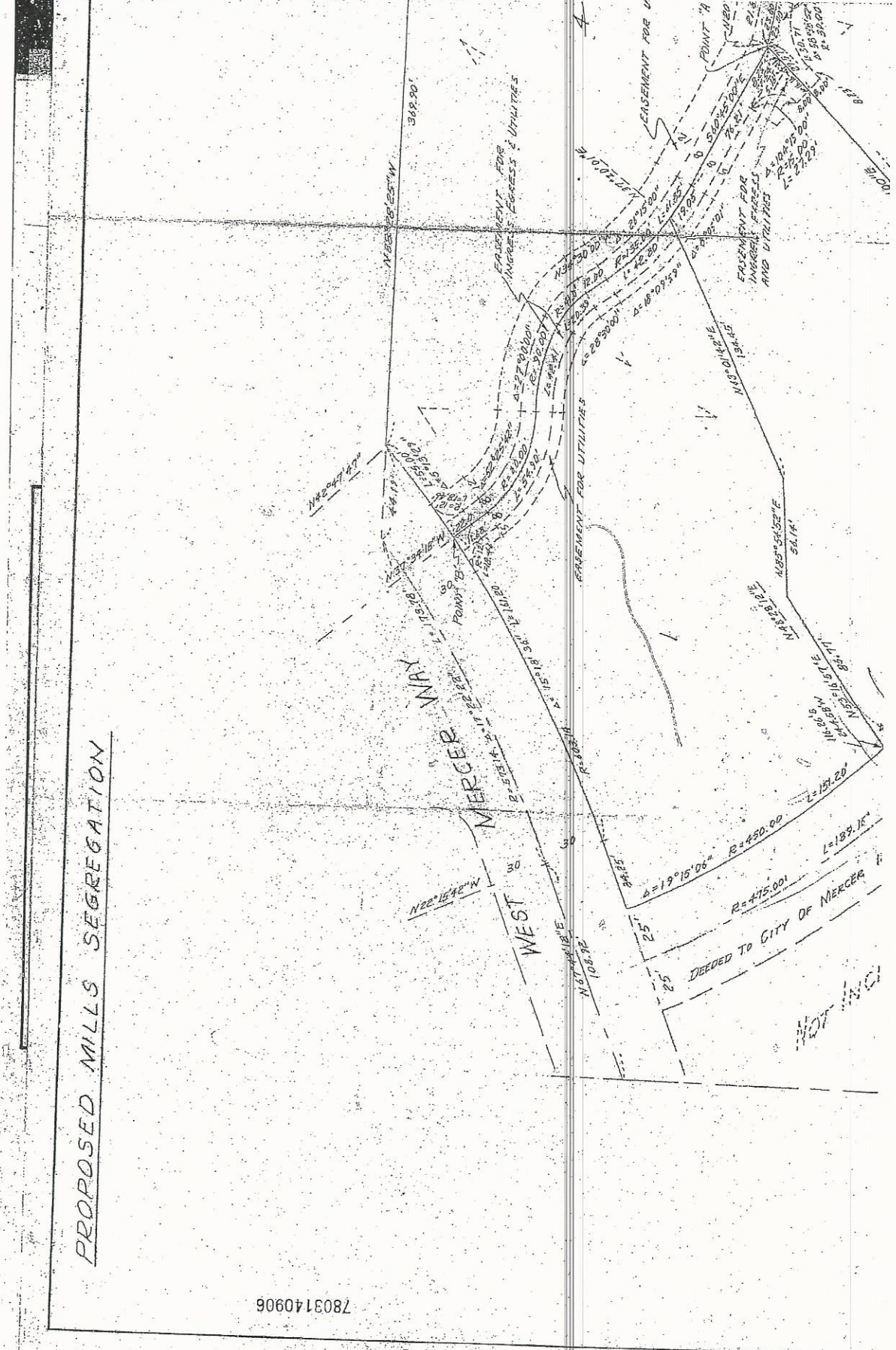
Page \_\_\_ of \_\_\_



PROPOSED MILLS SEGREGATION

7803140906

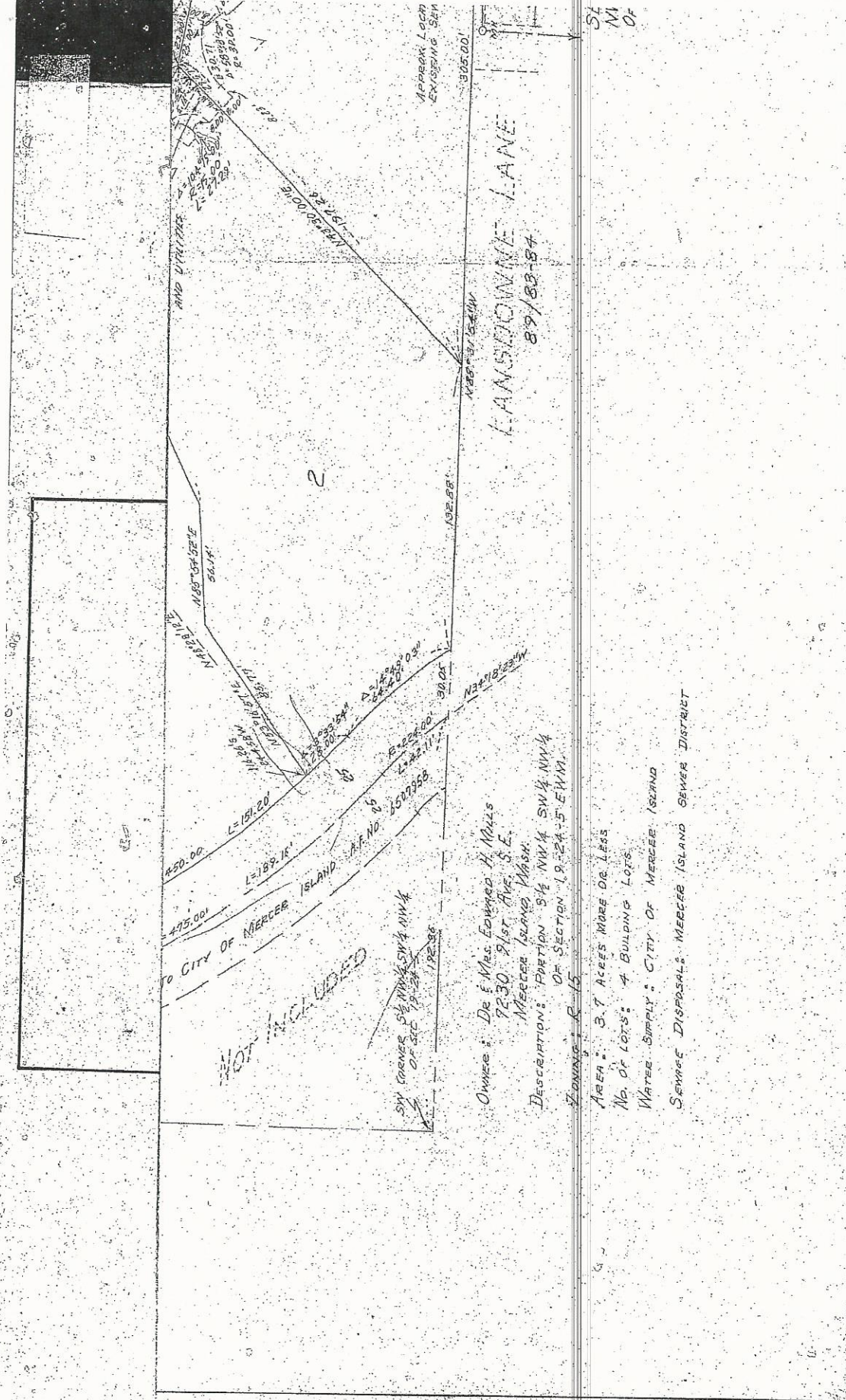
MERCER  
WEST  
MAY











NOT INCLUDED

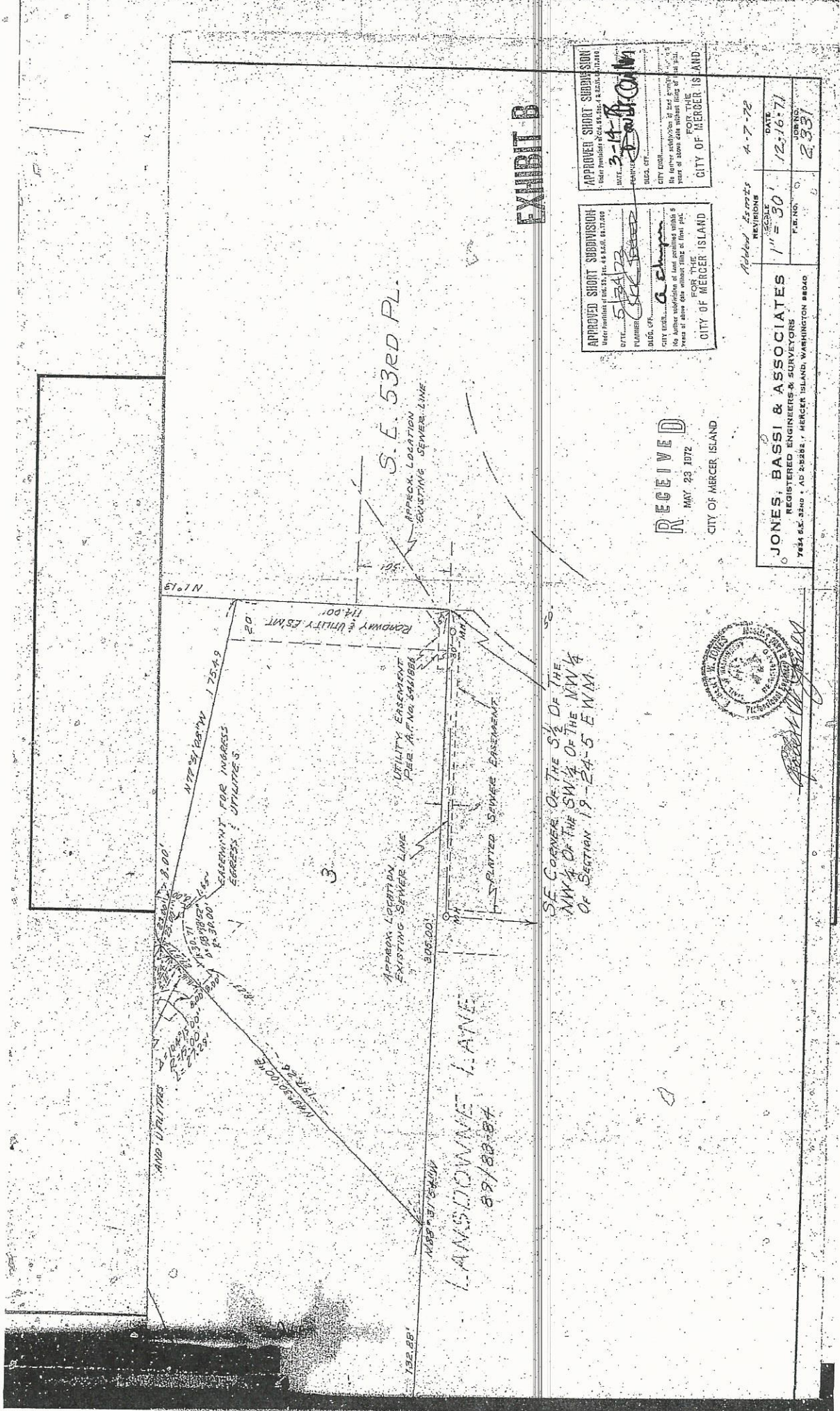
OWNERS: Dr. E. Mas. Edw. J. Malls  
 7230 91st Ave. S.E.  
 Mercer Island, Wash.  
 DESCRIPTION: PORTION S 1/4 NW 1/4 SW 1/4 NW 1/4  
 OF SECTION 19, 24.5' E 1/4 NW 1/4  
 TOWNSHIP: R 15

AREA: 3.7 ACRES MORE OR LESS  
 NO. OF LOTS: 4 BUILDING LOTS  
 WATER SUPPLY: CITY OF MERCER ISLAND  
 SEWER DISPOSAL: MERCER ISLAND SEWER DISTRICT

TRANSFORMER LANE  
 89/83-84

51  
 M  
 OF





S.E. 53RD PL.

**EXHIBIT B**

SE CORNER OF THE S 1/2 OF THE NW 1/4 OF SECTION 19-24-5 EWM

LANSDOWNE LANE  
88/88-87

**RECEIVED**  
MAY 23 1972  
CITY OF MERCER ISLAND

**APPROVED SHORT SUBDIVISION**  
Under Part 10 of RCW 35, Sec. 48 & 50, 66.17.020  
DATE: 5/24/72  
PLANNER: [Signature]  
CITY CLERK: [Signature]  
No further subdivision of land contained within 5 years of above date without filing of final plat.  
CITY OF MERCER ISLAND

**APPROVED SHORT SUBDIVISION**  
Under Part 10 of RCW 35, Sec. 48 & 50, 66.17.020  
DATE: 3-14-71  
PLANNER: [Signature]  
CITY CLERK: [Signature]  
No further subdivision of land contained within 5 years of above date without filing of final plat.  
CITY OF MERCER ISLAND



**JONES, BASSI & ASSOCIATES**  
REGISTERED ENGINEERS & SURVEYORS  
7854 S.E. 3RD ST., AD 2-5282, MERCER ISLAND, WASHINGTON 98040

Address: [Signature]  
REVISIONS: 4-7-72  
DATE: 12-16-71  
JOB NO.: 2331



MAR 21 78 00461 7803210909 - D RE

SHORT PLAT NO. MI-77-12049 REVISION  
CITY OF MERCER ISLAND  
KING COUNTY, WASHINGTON

APPROVALS

KING COUNTY

Department of Assessments

Examined and approved this 21 day  
of MARCH, 1978

HARLEY H. HORRE  
King County Assessor

A. Mault  
Department of Records

CITY OF MERCER ISLAND

**APPROVED SHORT SUBDIVISION**

Under Provisions of Ord. 59, Sec. 4 & R.C.M. 50.17.060

DATE 1-9-78

PLANNER Paul P. Coille

BLDG. EFF. 1-9-78

CITY ENGR. Philip S. Keyser

No further subdivision of land permitted within 2 years of above date without filing of final plat.

FOR THE  
**CITY OF MERCER ISLAND**  
Return to:

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

Filed for record at the request of:

Dr. and Mrs. Edward H. Mills

8440 S. E. 53rd Place  
Mercer Island, Wash. 98040

LEGAL DESCRIPTION

Lots 3 and 4 of the Mills Short Plat as approved by the City of Mercer Island  
May 24, 1972, and as recorded under sub. file # 7803140926 Records of King County  
WASHINGTON

MAR 21 3 31 PM '78

RECORDED KC RECORDS

DECLARATION:

Know all men by these presents that we, the undersigned, owners in fee simple of the land herein described do hereby make a short subdivision thereof pursuant to RCW 58.17.060 and declare this short plat to be the graphic representation of same, and that said short subdivision is made with the free consent and in accordance with the desire of the owners. In witness whereof we have set our hands and seals.

Edward H. Mills  
Marian A. Mills

STATE OF WASHINGTON )

COUNTY OF KING ) ss

On this day personally appeared before me Catherine J. Haller  
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 8 day of December, 1978

Catherine J. Haller  
NOTARY PUBLIC in and for the State of  
Washington, residing at Bellingham

192405-9045

MAP ON FILE IN VAULT

NOV 19-24-5



7803210909

#2331

LOT 3, MILLS SHORT PLAT ~~REVISED~~

Rev. 12/1, ,

11/30/77

Page 1 of 2

That portion of the south half of the northwest quarter of the southwest quarter of the northwest quarter in Section 19, Township 24 North, Range 5 East, W.M. in King County, Washington, more particularly described as follows: Beginning at the southeast corner of said subdivision, which point is the northeast corner of Lansdowne Lane as recorded in Volume 89 of Plats, pages 83 and 84, records of said county; thence N 1°13'54" E along the east line of said subdivision 114.00 feet; thence N 77°51'08" W 175.49 feet; thence S 43°30'00" W 197.26 feet to the south line of said subdivision; thence S 88°31'54" E along said south line 305.00 feet to the point of beginning.

EXCEPT the east 20 feet of the foregoing described tract, said 20 feet being measured at right angles to the east line of said tract.

TOGETHER WITH an easement for ingress, egress and utilities over, across and under the south south 50 feet of the east 20 feet of said east half of the northwest quarter of the southwest quarter of the northwest quarter of said Section 19.

SUBJECT TO an easement for utilities as previously established by instrument recorded under Auditor's File No. 6461886 over, across and under a portion of the south 5 feet of the foregoing described main tract.

TOGETHER WITH an easement for sanitary sewer lines and storm drainage purposes over, under and across that portion of Lot 4-A of the ~~Mills Short Plat~~ <sup>REVISED</sup> described as follows: Commencing at the northeast corner of the foregoing described main tract; thence N 77° 51'08" W along the northerly line thereof to an intersection with a line which is 2.5 feet easterly of and parallel to the existing side-sewer line which connects to the foregoing described main tract, said intersection being the True Point of Beginning; thence westerly along the southerly line of said Lot 4-A to an intersection with the existing main sanitary sewer pipe line as constructed in 1977 to serve the lots in the Mills Short Plat. <sup>AS RECORDED UNDER RP # 7803140926</sup> said intersection being very approximately 14 feet easterly of the most westerly corner of said Lot 4-A; thence N 37°34'18" W along the southerly line



Rev. 12/5/77

#2331

LOT 3, MILLS SHORT PLAT REVISIED

11/30/77  
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of said Lot 4-A of the <sup>REVISED</sup> Mills Short Plat 8.6 feet, more or less, to an intersection with a line parallel to and 5 feet northeasterly of (as measured at right angles) said existing sanitary sewer pipe line; thence southeasterly along said parallel line which is 5 feet northerly (as measured at right angles) from the said existing main sanitary sewer pipe line to an intersection with a line which is 2.5 feet easterly of and parallel to the existing side-sewer pipe line which connects to the foregoing described main tract; thence southerly along said parallel line to the True Point of Beginning.

TOGETHER WITH an easement for sanitary sewer purposes along that portion of the existing main sanitary sewer pipe line as constructed in 1977 to serve the lots in the Mills Short Plat which lies within Lot 1 of said Mills Short Plat, AS RECORDED UNDER AF# 7803140926

SUBJECT TO AND TOGETHER WITH an easement for storm drainage purposes 20 feet in width the center-line of which is 3 feet southerly of (as measured at right angles) and parallel to the northerly line of the foregoing described main tract, said northerly line having a bearing of N 77°51'08" W.



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LOT 4-A, MILLS SHORT PLAT, REVISED

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That portion of the south half of the northwest quarter of the southwest quarter of the northwest quarter in Section 19, Township 24 North, Range 5 East, W.M. in King County, Washington, more particularly described as follows: Commencing at the southeast corner of said subdivision, which point is the northeast corner of Lansdowne Lane as recorded in Volume 89 of Plats, pages 83 and 84, records of said county; thence N 1°13'54" E along the east line of said subdivision 114.00 feet; thence N 77°51'08" W 127.00 feet to the True Point of Beginning; thence continuing N 77°51'08" W 48.49 feet to a point herein called Point "A" for reference purposes; thence N 60°45'00" W 76.21 feet to a point of curve to the right with a radius of 135.00 feet; thence northwesterly along the arc of said curve through a central angle of 26°15'00" for a distance of 61.85 feet to a point of tangency; thence N 34°30'00" W 12.00 feet to a point of curve to the left with a radius of 41.00 feet; thence northwesterly along the arc of said curve through a central angle of 28°30'00" for a distance of 20.39 feet to a point of compound curvature; thence westerly along the arc of a curve to the left with a radius of 90.00 feet through a central angle of 27°00'00" for a distance of 42.41 feet to a point of reverse curvature; thence westerly along the arc of a curve to the right with a radius of 60.00 feet through a central angle of 52°25'42" for a distance of 54.90 feet to a point of tangency; thence N 37°34'18" W 22.00 feet, more or less, to the southeasterly margin of West Mercer Way as established 60 feet in width; thence northeasterly along said road margin along the arc of a curve to the right with a radius of 603.14 feet, the center of which bears N 37°34'18" W from the initial point thereof, through a central angle of 5°13'29" for a distance of 55.00 feet, more or less, to the north line of the south half of the northwest quarter of the southwest quarter of the northwest quarter in said Section 19; thence S 88°28'25" E along the north line of said subdivision 194.90 feet, more or less, to a point from which the True Point of Beginning bears S 13°27'25" E; thence S 13°27'25" E 198.35 feet, more or less, to the True Point of Beginning.



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LOT 4-A, MILLS SHORT PLAT ~~REVISED~~

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Page 2 of 3

7803210909

SUBJECT TO an easement for sanitary sewer lines and storm drainage purposes over, under and across that portion of the foregoing described main tract described as follows: Beginning at the intersection of the southerly line of the foregoing described main tract with a line which is 2.5 feet easterly of and parallel to the existing side-sewer pipe line which connects to Lot 3 of the Mills Short Plat, <sup>AS RECORDED AF # 7803140926</sup> said intersection being in the vicinity of said Point "A" as heretofore mentioned in the description of the foregoing described main tract; thence westerly along the southerly line of the foregoing described main tract to an intersection with the existing main sanitary sewer pipe line as constructed in 1977 to serve the lots in the Mills Short Plat, <sup>AS RECORDED AF # 7803140926</sup> said intersection being very approximately 14 feet easterly of the most westerly corner of the foregoing described main tract; thence continuing westerly along the southerly line of the foregoing described main tract 8.6 feet, more or less, to an intersection with a line parallel to and 5 feet northeasterly of (as measured at right angles) said existing sanitary sewer pipe line; thence southeasterly along said parallel line which is 5 feet northerly (as measured at right angles) from the said existing main sanitary pipe line to an intersection with a line which is 2.5 feet northwesterly from and parallel to the existing ~~4-inch~~ <sup>REVISED</sup> side-sewer pipe line which connects to the existing house located on Lot 4-B of the Mills Short Plat (said lot being easterly of and adjacent to the foregoing described main tract); thence northeasterly along said parallel line to an intersection with the easterly line of the foregoing described main tract; thence S 13°27' 25" E along said easterly line 17 feet, more or less, to an intersection with a line which is 10 feet southeasterly of (as measured at right angles) and parallel to said existing 4-inch side-sewer pipe line; thence southwestery along said parallel line to an intersection with a line which is 2.5 feet easterly of and parallel to the existing side-sewer pipe line which connects to Lot 3 of the Mills Short Plat, <sup>AS RECORDED AF # 7803140926</sup> thence southerly along said parallel line to the point of beginning.

SUBJECT TO an easement for storm drainage purposes over, under and across that portion of the southerly 7.00 feet of the foregoing described main tract which lies easterly



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LOT 4-A, MILLS SHORT PLAT REVISED

11/30/77  
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of the easterly line of the foregoing described easement for sanitary sewer lines and storm drainage purposes.

7803210909

TOGETHER WITH an easement for sanitary sewer purposes along that portion of the existing main sanitary sewer pipe line as constructed in 1977 to serve the lots in the Mills Short Plat which lies within Lot 1 of said Mills Short Plat, AS RECORDED UNDER AP H 7803140926



#2331

LOT 4-B, MILLS SHORT PLAT <sup>REVISED</sup>

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Page 1 of 2

7803210909

That portion of the south half of the northwest quarter of the southwest quarter of the northwest quarter in Section 19, Township 24 North, Range 5 East, W.M. in King County, Washington, more particularly described as follows: Commencing at the southeast corner of said subdivision, which point is the northeast corner of Lansdowne Lane as recorded in Volume 89 of Plats, pages 83 and 84, records of said county; thence N 1°13'54" E along the east line of said subdivision 114.00 feet to the True Point of Beginning; thence N 77°51'08" W 127.00 feet; thence N 13°27'25" W 198.35 feet, more or less, to the north line of the south half of the northwest quarter of the southwest quarter of the northwest quarter of said Section 19; thence S 88°28'25" E along the north line of said subdivision 175.00 feet, more or less, to the northeast corner thereof; thence S 1°13'54" W along the east line of said subdivision 215.02 feet, more or less, to the True Point of Beginning.

TOGETHER WITH that portion of the east 20 feet of the said south half of the northwest quarter of the southwest quarter of the northwest quarter of said Section 19 lying south of the above described tract;

TOGETHER WITH an easement for sanitary sewer lines and storm drainage purposes over, under and across that portion of Lot 4-A of the <sup>REVISED</sup> Mills Short Plat (said lot being westerly of and adjacent to the foregoing described tract) described as follows: Commencing at the southeast corner of said Lot 4-A; thence westerly along the southerly line of said Lot 4-A to an intersection with a line which is 2.5 feet easterly of and parallel to the existing side-sewer line which connects to Lot 3 of the Mills Short Plat, <sup>AS RECORDED AT #7803140926,</sup> said intersection being the True Point of Beginning; thence westerly along the southerly line of said Lot 4-A to an intersection with the existing main sanitary sewer pipe line as constructed in 1977 to serve the lots in the Mills Short Plat, <sup>AS RECORDED AT #7803140926,</sup> said intersection being very approximately 14 feet easterly of the most westerly corner of said Lot 4-A; thence N 37°34'18" W <sup>REVISED</sup> along the southerly line of said Lot 4-A of the Mills Short Plat 8.6 feet, more or less, to an intersection with a line parallel to and 5 feet northeasterly of (as measured at right angles) said existing sanitary sewer pipe line; thence southeasterly along said



Rev. 12/5/...

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LOT 4-B, MILLS SHORT PLAT REVISED

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parallel line which is 5 feet northerly (as measured at right angles) from the said existing main sanitary pipe line to an intersection with a line which is 2.5 feet north-westerly from and parallel to the existing 4-inch side-sewer pipe line which connects to the existing house located on the foregoing described main tract; thence northeasterly along said parallel line to an intersection with the westerly line of the foregoing described main tract; thence S 13°27'25" E along said westerly line 17 feet, more or less, to an intersection with a line which is 10 feet southeasterly of (as measured at right angles) and parallel to said existing 4-inch side-sewer pipe line; thence south-westerly along said parallel line to an intersection with a line which is 2.5 feet easterly of and parallel to the existing side-sewer pipe line which connects to Lot 3 of the Mills Short Plat; <sup>AS RECORDED AF # 7803140926</sup> thence southerly along said parallel line to the True Point of Beginning.

TOGETHER WITH an easement for sanitary sewer purposes along that portion of the existing main sanitary sewer pipe line as constructed in 1977 to serve the lots in the Mills Short Plat which lies within Lot 1 of said Mills Short Plat, <sup>AS RECORDED AF # 7803140926</sup>.

SUBJECT TO AND TOGETHER WITH an easement for storm drainage purposes 20 feet in width extending from the east line of said south half of northwest quarter of southwest quarter of northwest quarter to the westerly line of said Lot 3 of the Mills Short Plat <sup>AS RECORDED AF # 7803140926</sup> and the center-line of said easement being 3 feet southerly of (as measured at right angles) and parallel to the northerly line of said Lot 3, said northerly line having a bearing of N 77°51'08" W.

SUBJECT TO an easement for ingress, egress and utilities over, across and under the south 50 feet of the east 20 feet of the foregoing described main tract.

PORTION OF THIS DOCUMENT ARE POOR QUALITY FOR FILING



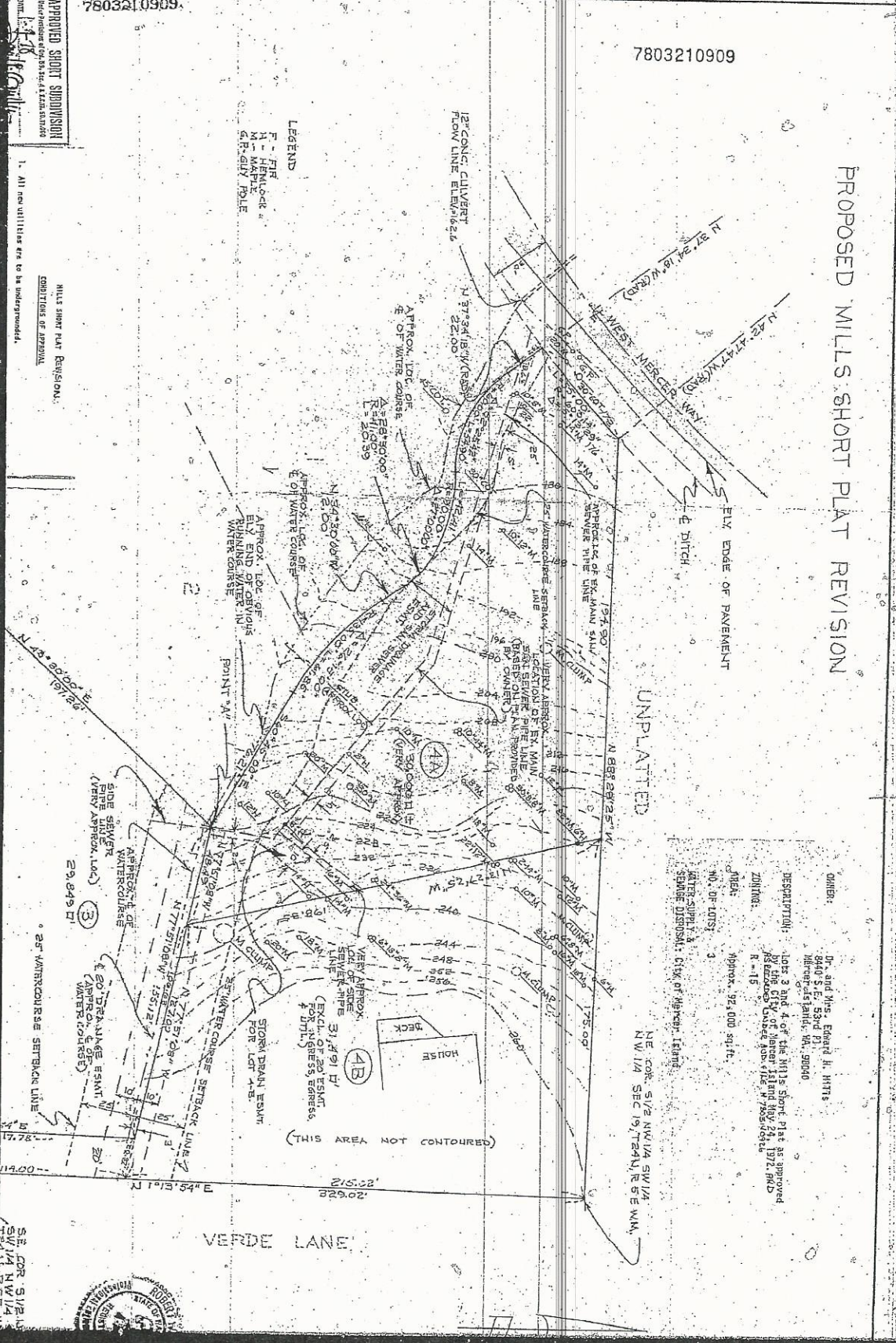
7803210909

7803210909

# PROPOSED MILLS SHORT PLAT REVISION

APPROVED SHORT SUBDIVISION  
 PLAN FOR THE CITY OF MARIETTA, GEORGIA  
 DATE: 11/10/15

MILLS SHORT PLAN REVISION:  
 CONDITIONS OF APPROVAL:  
 1. All new utilities are to be underground.



LEGEND  
 F - FIRE  
 W - WATER  
 S - SEWER  
 SD - STORM DRAIN

UNPLATTED

OWNER:  
 Dr. and Mrs. Edward J. HITS  
 440 S.E. 53rd Pl.  
 Marietta, GA 30060

DESCRIPTION:  
 Lots 3 and 4 of the Mills Short Plat approved  
 by the City of Marietta on May 28, 1971, and  
 recorded under Assessor's File # 7803210909.

ZONING:  
 R-115  
 Approx. 32,400 sq. ft.

NO. OF LOTS: 3

WATER SUPPLY &  
 SEWER DISPOSAL: City of Marietta, Georgia

NE COR. 1/2 NW 1/4 SW 1/4  
 NW 1/4 SEC 19, T24N, R5E NM.





7803210909

7803210909



SE COR. 5 1/2 NW 1/4  
SW 1/4 NW 1/4 SEC 10,  
T24 N, R5 E W.M.

# PROPOSED MILLS SHORT PLAT REVISION

**OWNER:** Mr. and Mrs. Edward H. Witts  
 8440 S. 135th St., 98040  
 Mercer Island, WA

**DESCRIPTION:** Lots 3 and 4 of the Mills Short Plat as approved by the City of Mercer Island May 24, 1972, and amended Council Resolution N 7803-0012, R - 15

**ZONING:** R - 15

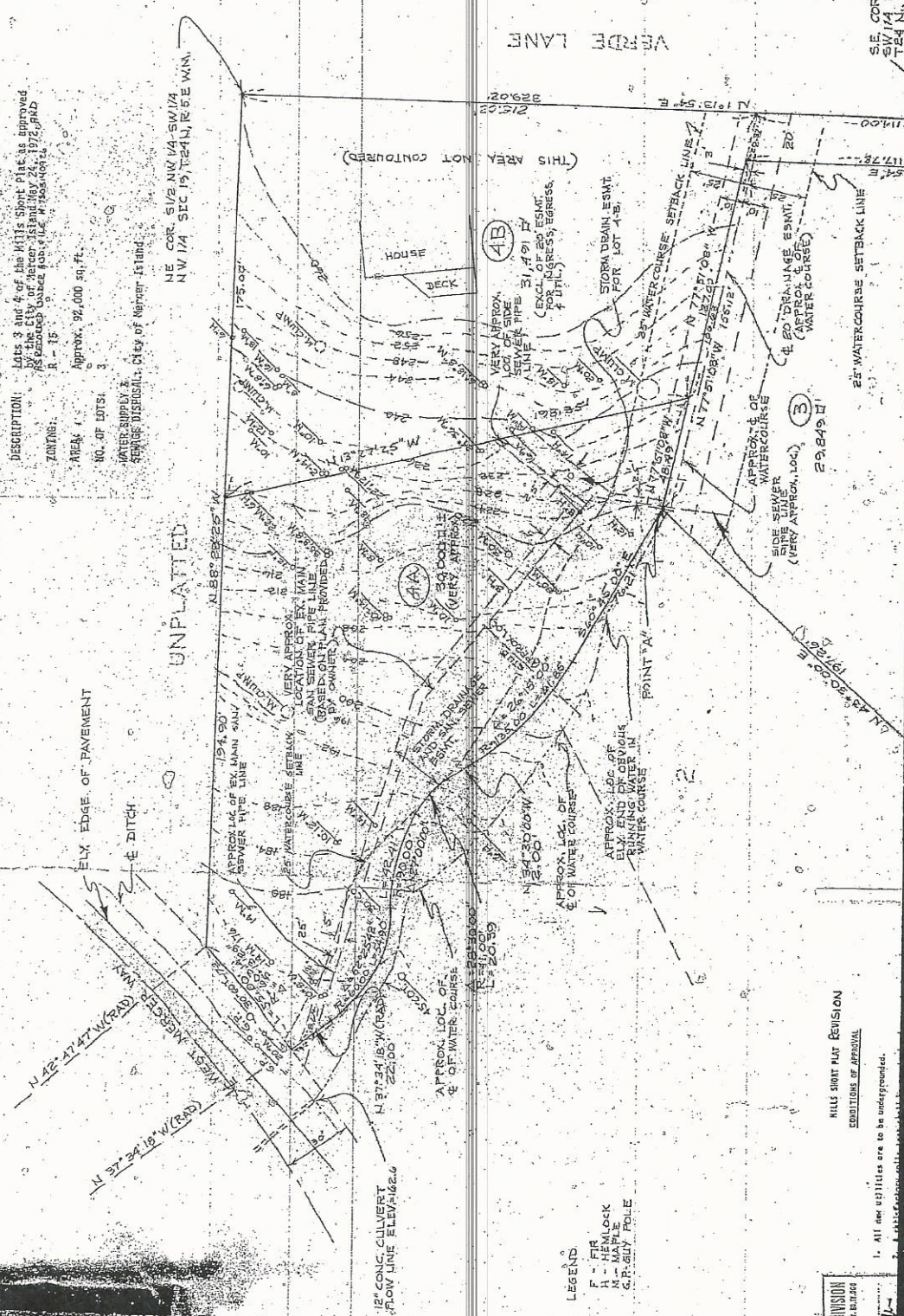
**AREA:** Approx. 32,000 sq. ft.

**NO. OF LOTS:** 3

**WATER SUPPLY & SEWER DISPOSAL:** City of Mercer Island

NE COR. 5 1/2 NW 1/4 - SW 1/4  
NW 1/4 SEC 10, T24 N, R5 E W.M.

UNPLATTED

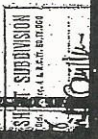


**LEGEND**

- F - FIRE
- M - MAIN
- G.P. - GULLY POLE

MILLS SHORT PLAT REVISION  
 CONDITIONS OF APPROVAL

1. All new utilities are to be underground.





APPROVED FOR THE CITY OF MERCER ISLAND

**APPROVED SHORT SUBDIVISION**  
 PLAN NO. 197-201-0000  
 PREPARED BY: *[Signature]*  
 DATE: 1/15/15

1972010000

**LEGEND**  
 F - FIRE  
 H - HENKLOCK  
 C-R - CITY PALE

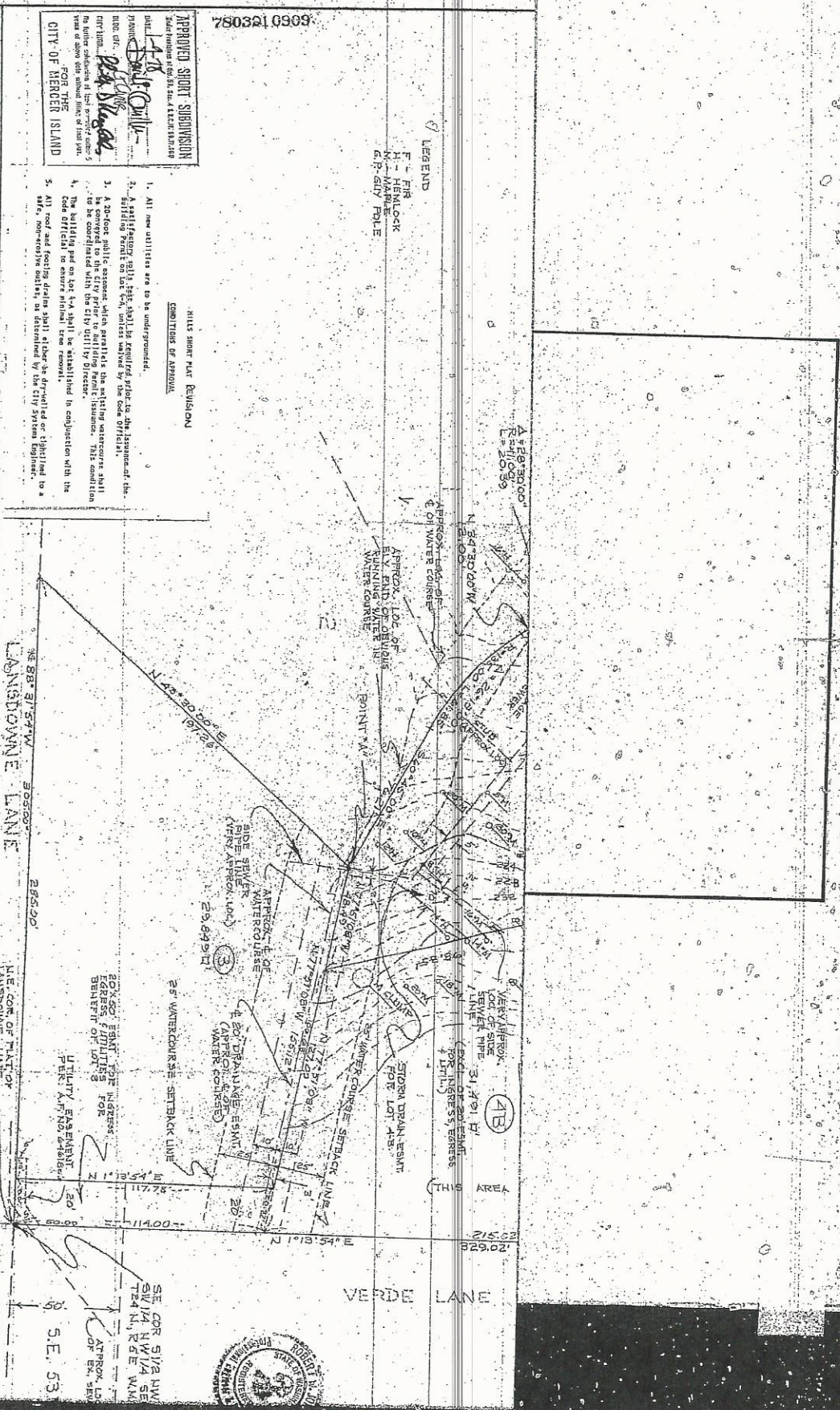
**MILLS SHORT PLAY REVISION**  
 CONDITIONS OF APPROVAL

- All new utilities are to be underground.
- A utility permit shall be provided prior to the issuance of the Building Permit on lot 1A, unless waived by the City Engineer.
- A 20-foot public easement which parallels the existing watercourse shall be conveyed to the City prior to building permit issuance. This condition shall be coordinated with the City Utility Director.
- The building pad on lot 1A shall be established in conjunction with the City Engineer to ensure minimal tree removal.
- All road and footing drains shall either be provided or designed to a 4% slope to the street as determined by the City System Engineer.

**SURVEY OF A PORTION OF THE MILLS SHORT PLAY OF A PORTION OF THE SOUTH 1/2 OF THE NW 1/4 OF THE SW 1/4 OF SEC 19, T24N, R3E, W1M. THIS SHORT PLAY WAS APPROVED 5/24/72 BY THE CITY OF MERCER ISLAND**

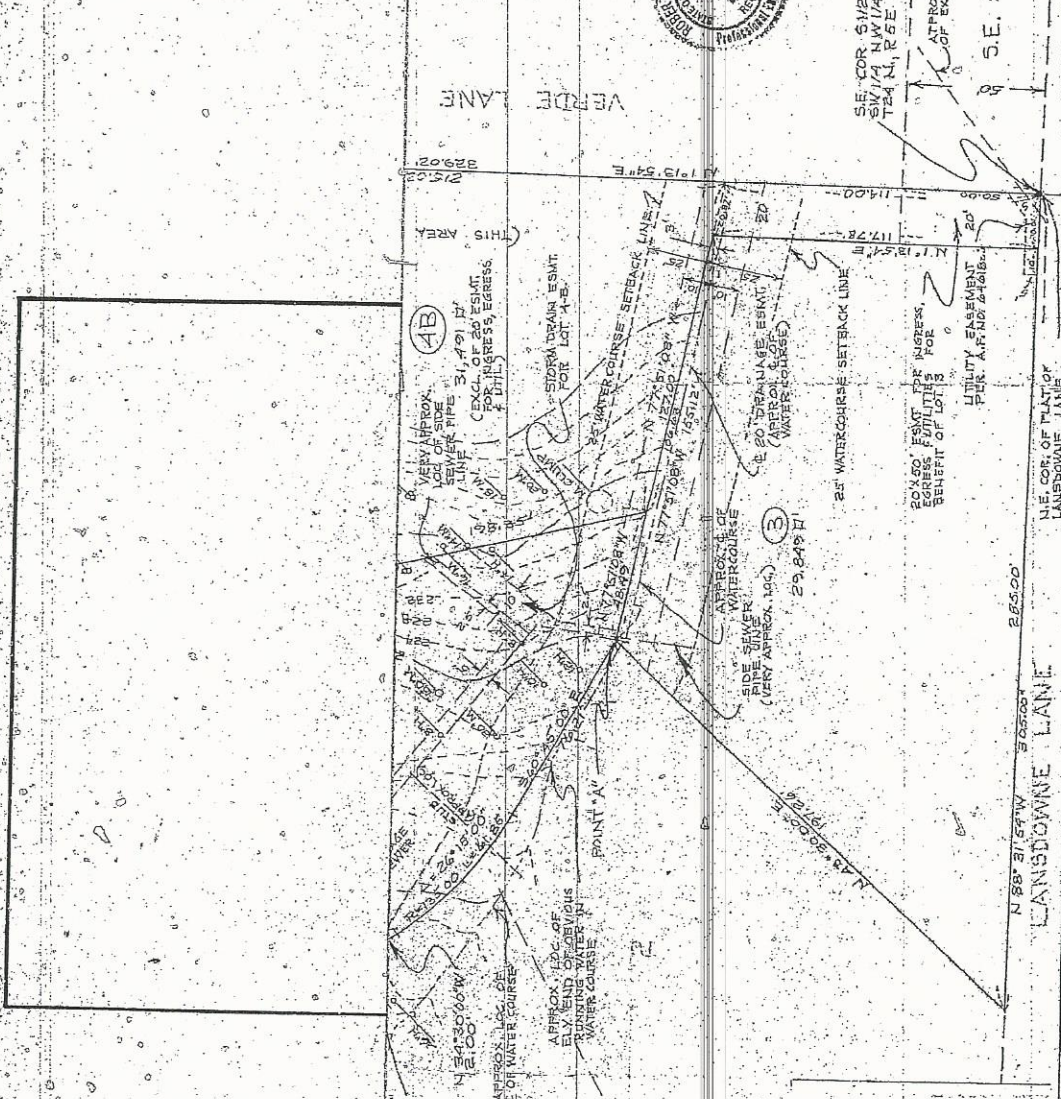
**JONES, BAISSI & ASSOCIATES**  
 REGISTERED ENGINEERS & SURVEYORS  
 7414 Q. ST. N.E. SUITE 102, MERCEY ISLAND, WASHINGTON 98042

REVISIONS	DATE	BY
1	1/15/15	JBA
2	5/26/15	JBA





7803210909



SE COR. SW/4 NW/4  
SW/4 NW/4 SEC 19,  
T24 N, R5E, W4M.  
APPROX. LOCATION  
OF EX. SEWER LINE  
S.E. 53 RP PL.

REVISIONS	12-5-77
SCALE	1" = 30'
DATE	11-30-77
P.E. NO.	366-E-1, P-1
JOB NO.	2931

**JONES, BASSI & ASSOCIATES**  
REGISTERED ENGINEERS & SURVEYORS  
704 B.B. 2ND - AD 2025 - MERCER ISLAND, WASHINGTON 98040

**SURVEY OF A PORTION OF THE MILLS SHORT PLAT OF A PORTION OF THE SOUTH 1/2 OF THE NW 1/4 OF SEC 19, T24N, R5EW. THIS SHORT PLAT WAS APPROVED 5/24/72 BY THE CITY OF MERCER ISLAND**

**MILLS SHORT PLAT REVISION**  
**CONDITIONS OF APPROVAL**

- All new utilities are to be undergrounded.
- A satisfactory soils test shall be required prior to the issuance of the building permit. Soil test log, unless waived by the City Engineer, shall be conveyed to the City prior to building permit issuance. This condition shall be coordinated with the City Utility Director.
- The utility pad on lot 4-A shall be established in conjunction with the side sewer watercourse (very approx. 195').
- Code official to ensure minimal tree removal.
- All roof and footing drains shall either be drilled or drilled to a safe, non-erective outlet, as determined by the City Systems Engineer.

**PLAT D - SHORT SUBDIVISION**  
FOR THE  
**MERCER ISLAND**

**LEGEND**  
F - FIRE  
H - HEMLOCK  
M - MAPLE  
S - SIBYR POPE



APR 5 3 54 PM '78

AMENDMENT TO REAL ESTATE CONTRACT

RECORDED KC RECORDS

7804050992

THAT REAL ESTATE CONTRACT between the undersigned dated November 15, 1977 filed November 30, 1977 in the office of King County Records (Auditor), Receiving No. 7711300661, King County Excise Tax No. E444084, to secure the purchase price of \$100,000, is amended to delete the words: "TOGETHER WITH and SUBJECT TO the easements for ingress, egress and utilities described in the description of said Tracts 1 and 2 recorded with the City of Mercer Island," and to substitute therefor (for the quoted words): "TOGETHER WITH nonexclusive easement to connect with, use and maintain the existing sanitary sewer pipe line and future sewer stub lines shown on the Mills Short Plat Revision No. 1\*recorded with and approved by the City of Mercer Island, and SUBJECT TO the storm drainage easement granted to the City of Mercer Island shown in said Mills Short Plat Revision No. 1\*prepared by and also filed with Jones, Bassi & Associates dated 11/30/77, revised 1/9/78."

\*i.e., Proposed Mills Short Plat Revision approved by the City of Mercer Island 1/9/78, recorded under King County Recorder's No. 7803210909

The cost of maintenance, repair or future construction of any portion of the sewer pipe line used in common shall be borne in equal shares by the owners of Tracts 1, 2, 3, 4A and 4B, Mills Short Plat Revision No. 1, except that the owners of any lower Tract shall not be responsible for the part of the sewer above their connection, and except that such cost as pertains to a sewer stub line shall be borne solely by the owners of the Tract served thereby; and when necessary to repair, clean or reconstruct the sewer, the owners of said Tracts, their servants and contractors, shall have a right of entry for that purpose. Such costs as are distributed to the owners of any said Tract shall constitute a lien upon such Tract from the time of commencement of the work if a claim of lien be filed for record in the office of King County Records (King County Auditor) within 90 days of the cessation of the performance of labor. Such claim shall be in form substantially the same as provided by RCW 60.04.060 and shall be enforceable and of the duration the same as a mechanic's lien as provided in Chapter 60.04, RCW. In case of litigation, the prevailing party shall recover a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, including, if applicable, the cost of a Report for Court Proceedings, which sums, together with prejudgment interest at the rate of 12% per annum, shall be included in any judgment or decree entered in such suit. This agreement shall be a covenant running with the land and shall be binding upon all parties hereto and their heirs and assigns forever.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date of the acknowledgment below.

Edward H. Mills  
EDWARD H. MILLS

Ray H. Fenner  
RAY H. FENNER

Marian Mills  
MARIAN MILLS

Susan Fenner  
SUSAN FENNER

SELLER

PURCHASER

SALES TAX PAID ON CONTRACT AFF. NO. E 444084  
KING CO. RECORDS DIVISION

STATE OF WASHINGTON )  
COUNTY OF KING ) ss.

BY J. Towle, DEPUTY

On this day personally appeared before me EDWARD H. MILLS, MARIAN MILLS, RAY H. FENNER and SUSAN FENNER 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 2nd day of January, 1978.

Thomas J. Tolson  
NOTARY PUBLIC in and for the State  
of Washington residing at Seattle



APR-578 L 00568 7804050992 -- E RF 3.00

FILED for Record at Request of  
Name W.D. CAMERON  
Address P.O. Box 21976  
SEATTLE WA 98111



STORM SEWER EASEMENT INDENTURE

7804050993

The GRANTORS, EDWARD H. MILLS and MARIAN MILLS, his wife, and RAY H. FENNER and SUSAN FENNER, his wife, convey to the CITY OF MERCER ISLAND, a municipal corporation, Mercer Island, Washington, GRANTEE, a right-of-way easement for construction, alteration, reconstruction, operation, maintenance, repair or replacement of a sewer line for storm drainage purposes only, and for making connections thereto, under and upon the following described real property situated in King County, Washington:

A strip of land twenty feet in width, ten feet being on each side of the following described centerline:

APR 5 3 54 PM '78

RECORDED KC RECORDS

Beginning at a point on the east line of the south half of the northwest quarter of the southwest quarter of the northwest quarter of Section 19, Township 24 North, Range 5 East, W.M., known as Lots 1, 2, 3 and 4 of the Mills Segregation (Short Plat) as approved May 24, 1972 by the City of Mercer Island\* and as Lots 1, 2, 3, 4A and 4B of Mills Short Plat, Revision No. 1 as approved by said city on January 9, 1978\*\* from which point the southeast corner of said parcel bears S 1°13'54" W 110.95 feet distant therefrom; thence northwesterly along the center line of said 20-foot easement along the following described courses and distances: Thence N 77°51'08" W 177.90 feet; thence N 70°43'39" W 85.60 feet; thence N 48°16'51" W 111.20 feet; thence N 64°42'29" W 94.86 feet, more or less, to an intersection with the southeasterly line of West Mercer Way, said intersection being the terminus of said storm drainage easement.

\*King County Recording No. 7803140926

\*\*King County Recording No. 7803210909

Said storm sewer line shall be laid below the surface of the easement premises. The covenants and conditions of this easement are as follows:

The use of said easement shall not interfere with Grantors' use of the balance of said lots nor shall Grantee's use of the easement unreasonably interfere with Grantors' use of the easement premises. Grantee's use of the easement shall not disturb, damage or destroy any utility line, sanitary sewer line, drain, bridge, road or other improvement; nor natural stream or artificial pond, but, if such occurs, regardless of any fault of Grantee or its agent or contractor, then Grantee will promptly place such improvement stream or pond in as good or better condition as the condition of the same immediately before such disturbance, damage or

1% EXCISE TAX NOT REQUIRED  
King Co. Records Division

By *J. Tashoff*, Deputy



7804050993

destruction. All excavations by Grantee shall be filled, and reasonably compacted to preclude subsequent subsidence. All top soil will be preserved and placed on top of other soils used as fill so as to re-create the original soil structure. Grantee's use of the easement will preserve as many of the trees and shrubs thereon as is reasonable and after any disturbance of the surface of the easement, Grantee will plant the disturbed area with indigenous trees and shrubs so as to return the surface to as good or better landscape condition as such condition was immediately before such disturbance. Grantee shall be absolutely liable for any damage to either the easement or adjoining premises caused by its use of the easement premises. Grantee shall defend and hold Grantors harmless from any and all claims for damages suffered or alleged to be suffered in or about the easement premises by any person, firm, or corporation and from any expense incurred by Grantors in respect to any such claim, provided that such claim arises out of the use of the easement premises by Grantee or Grantee's agent or contractor. If by reason of any default on the part of Grantee it becomes necessary for Grantor(s) to employ an attorney or if Grantor(s) shall bring suit against Grantee for breach of any covenant or condition of this Storm Sewer Easement Indenture, the prevailing party shall have and recover against the other party all his (its) actual costs, including such sum as the court may adjudge to be a reasonable attorney's fee;

Grantors reserve right to use the easement premises for all purposes, including, but not limited to, road and utility purposes, and for formal garden, except that Grantors will not erect any house or garage on said easement premises nor shall Grantors unreasonably interfere with the operation, maintenance or repair of the sewer presently to be constructed.

The aforesaid easement, covenants and conditions shall constitute covenants running with the land constituting the easement premises and shall be binding on the parties to this indenture and their heirs, successors and assigns.

DATED this 31 day of January, 1978.

Edward H. Mills  
EDWARD H. MILLS

Marian Mills  
MARIAN MILLS

Ray H. Fenner  
RAY H. FENNER

Susan Fenner  
SUSAN FENNER

Accepted and agreed to by:  
CITY OF MERCER ISLAND ~~XXXX~~  
~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~  
~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~  
~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

By William Fuller  
~~XXXXXXXXXX~~  
Director of Utilities

ATTEST:

By Jack W. Bunnell  
~~XXXXXXXXXX~~ City Clerk

Affix City Seal above

(2)

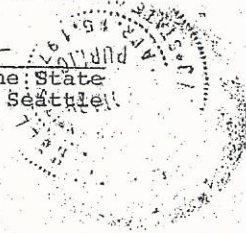


STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this day personally appeared before me EDWARD H. MILLS, MARIAN MILLS, RAY H. FENNER and SUSAN FENNER, to me known to be the individuals 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 31<sup>ST</sup> day of January, 1978.

*Catherine V. Holley*  
NOTARY PUBLIC in and for the State  
of Washington, residing at Seattle



7804050993

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this 9 day of February, 1978, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Miles L. Fuller and Jack W. Bunnell, to me known to be the Director of Utilities and City Clerk of the CITY OF MERCER ISLAND, the municipal 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 they are 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.

*Paul C. Williams*  
NOTARY PUBLIC in and for the State  
of Washington, residing at *Mercer Island*





500

E RF

7804050993

APR--5-78

FILED for Record at Request of

Name W. D. CAMERON

Address PO. BOX 21926

SEATTLE WA 98111



APR-27-80 5 16 09 8004220465 -E RF 7.00

RECORDED THIS DAY  
APR 27 10:16 AM '80  
BY THE DIVISION OF  
RECORDS & ELECTIONS  
KING COUNTY

SHORT PLAT NO. ME-79-6-016  
CITY OF MERCER ISLAND  
KING COUNTY, WASHINGTON

AFFIDAVIT OF OWNERSHIP

Approvals

KING COUNTY

Department of Assessments

Examined and approved this 21 day  
of April, 1980.

HARLEY H. HORDE  
King County Assessor

A. Malin  
Department of Records

CITY OF MERCER ISLAND

**APPROVED SHORT SUBDIVISION**  
Under Provisions of Ord. 65, Sec. 4 & R.C.N. 58.17.060

DATE: 12/14/79

PLANNING: Frank P. Oml

BLOG. OFF: Frank P. Oml

CITY ENGR: Frank P. Oml

No further subdivision of land permitted within 5 years of above date without filing of final plat.

FOR THE  
CITY OF MERCER ISLAND

Filed for record at the request of:

Dr. Edward H. Mills

8440 S.E. 53rd Place

Mercer Island, Wash. 98040

Return to:

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

LEGAL DESCRIPTION: Lots 1 and 2 as delineated on Mercer Island Short Plat No. 77-12-049, recorded under King County Recording No. 7803140906, being a portion of the Northwest quarter of Section 19, Township 24 North, Range 5 East, W.M., in King County, Washington.

DECLARATION:

Know all men by these presents that we, the undersigned, owners in fee simple of the land herein described do hereby make a short subdivision thereof pursuant to RCW 58.17.060 and declare this short plat to be the graphic representation of same, and that said short subdivision is made with the free consent and in accordance with the desire of the owners. In witness whereof we have set our hands and seals.

Ray H. Plummer  
Susan J. Fenner

Edward H. Mills  
Marian A. Mills

STATE OF WASHINGTON )  
COUNTY OF KING ) ss

On this day personally appeared before me 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 7 day of January, 1979.

192405-7321  
9322  
SW 1/4 of NW 1/4  
1924-5  
MAP ON FILE IN VAULT



Sharon J. Barber  
NOTARY PUBLIC in and for the State of Washington, residing at Seattle

Page \_\_\_ of \_\_\_

8004220465







CITY OF MERCER ISLAND  
 LOT LINE REVISION NO. SUB08-003

CITY OF MERCER ISLAND ENGINEERING  
 EXAMINED AND APPROVED THIS 16th DAY OF JULY 2009

CITY ENGINEER  
 PLANNING  
 EXAMINED AND APPROVED THIS 16th DAY OF JULY 2009

PRINCIPAL PLANNER  
 KING COUNTY DEPARTMENT OF ASSESSMENTS

EXAMINED AND APPROVED THIS 14th DAY OF JULY 2009  
 Rich Medved  
 KING COUNTY ASSESSOR

DEPUTY KING COUNTY ASSESSOR  
 ACCOUNT NUMBER 192405-9045 + 9324

DECLARATION

KNOW ALL MEN BY THESE PRESENTS THAT WE THE UNDERSIGNED OWNERS OF THE LAND HEREIN DESCRIBED DO HEREBY MAKE A BOUNDARY LINE ADJUSTMENT PURSUANT TO RCW 81.17.040 AND THE RULES THEREOF AND TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE SAME IS IN ACCORDANCE WITH THE DESIRES OF THE OWNERS IN WITNESS WHEREOF WE HAVE SET OUR HANDS AND SEALS.

Edward H. Mills  
 NAME: Edward H. Mills  
 MAKE: Edward H. Mills  
 PARTNERSHIP

STATE OF Washington } SS  
 COUNTY OF Pierce }  
 I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT  
 Edward H. Mills  
 SIGNED THIS DECLARATION AND ACKNOWLEDGED IT TO BE HIS/HERS FREE  
 AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THE  
 INSTRUMENT IDENTIFIED HEREIN.

DATED: May 4, 2009  
 SIGNATURE OF Notary Public  
 PRINTED NAME OF Notary Public  
 TITLE: Notary Public  
 MY APPOINTMENT EXPIRES: 2/15/2010

RECORDER'S CERTIFICATE  
 AT ...M OF ...  
 20090710900001  
 KING COUNTY, WA

APPROVAL NOTES:

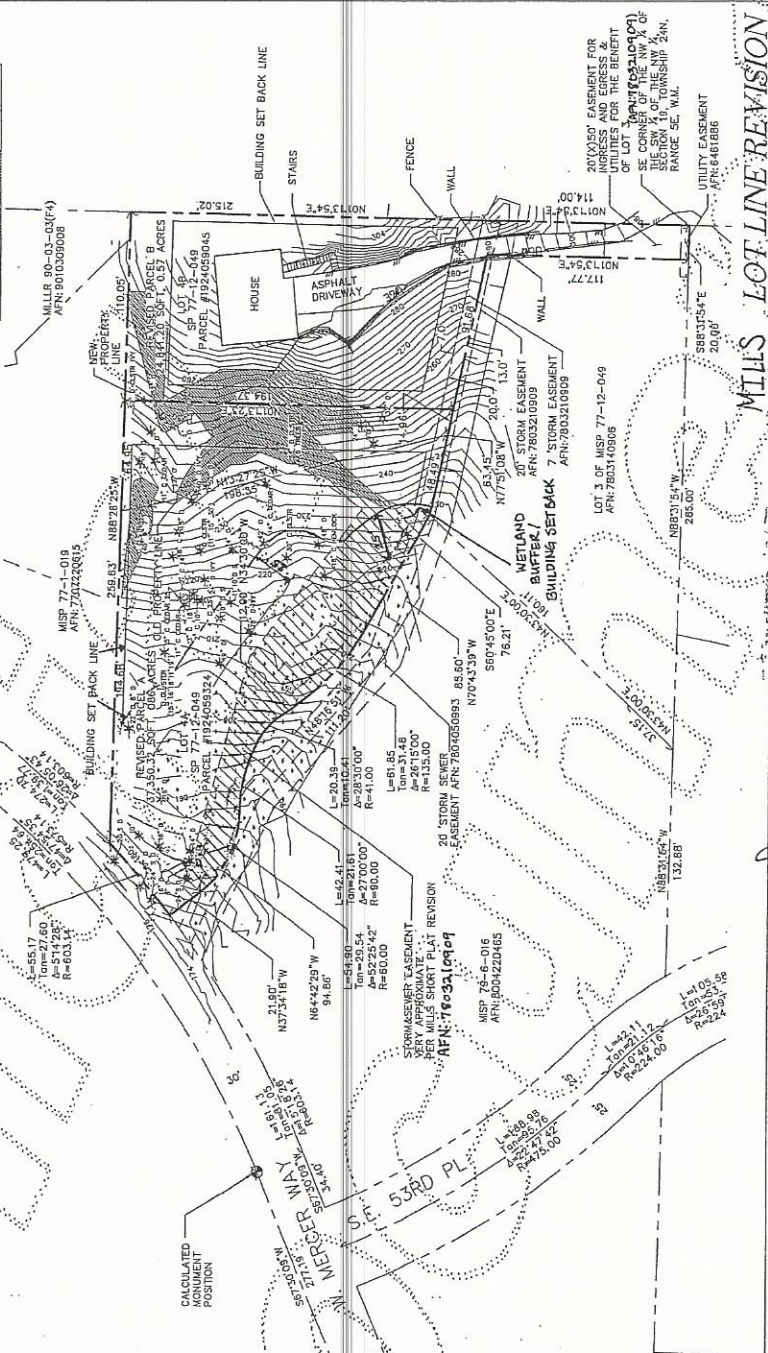
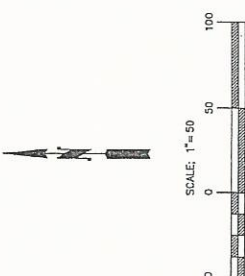
IT DOES NOT GUARANTEE THAT THE LOTS WILL BE SUITABLE FOR DEVELOPMENT NOW OR IN THE FUTURE. THE LEGAL TRANSFER OF THE PROPERTY MUST BE DONE BY SEPARATE INSTRUMENT UNLESS ALL LOTS ARE UNDER THE SAME OWNERSHIP.

FOUND MON IN CASE NOVEMBER 2007

FOUND MON IN CASE NOVEMBER 2007

RECORDING NO.  
 VOL./PAGE  
 264/020

SCALE: 1 INCH = 60 FT.  
 PORTION OF  
 NW1/4 OF SW1/4 OF, NW 1/4 SEC.19, T.24N., R.5E., W.M.



LAND SURVEYOR'S CERTIFICATE  
 THIS BOUNDARY LINE ADJUSTMENT CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH STATE AND COUNTY STATUTES.  
 IN ...MARCH... 2008  
 DANIEL R. PRICE SR.  
 CERTIFICATE NO. 376533

DAN PRICE LAND SURVEYING  
 17923 52ND AVE. E. #8  
 TACOMA, WA 98448  
 OFFICE (253) 875-8075  
 FAX (253) 875-8076



EDWARD H. MILLS & MARIAN MILLS  
 8440 SE 53RD PL.  
 MERCER ISLAND, WA. 98040-4641

DWN. BY DATE JOB NO.  
 D. PRICE DE MAR09-2009  
 CHKD. BY SCALE SHEET  
 D. PRICE 1"=30' 1 OF 2



**MILLS LOT LINE REVISION**  
 A PORTION OF THE NW QUARTER OF THE SW QUARTER OF THE NW QUARTER OF SECTION 19, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M. KING COUNTY, WASHINGTON

**LOT LINE REVISION NO. SUB08-003**

APPROVAL NOTES:

IT DOES NOT GUARANTEE THAT THE TOTS WILL BE SUITABLE FOR DEVELOPMENT, NOW OR IN THE FUTURE. THE LEGAL TRANSFER OF THE PROPERTY TO THE BUYER IS SUBJECT TO THE APPLICABLE INSTRUMENT UNLESS ALL LOTS BEING ARE UNDER THE SAME OWNERSHIP.

RECORDING NO:

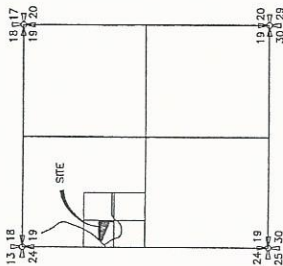
VOL./PAGE

264/021

SCALE:

PORTION OF

NW1/4 OF SW1/4 OF, NW 1/4 SEC.19, T.24N., R.5E.,W.M.



**REFERENCES USED**

- MERCER ISLAND SHORT PLAT NO.77-12-049 APL. 78032109094
- MERCER ISLAND SHORT PLAT NO.79-6-016 APL. 8049220455
- MERCER ISLAND SHORT PLAT NO.77-1-019 APL. 7707220615
- PLAT OF LANSLOWNE LANE APL. 65120202
- MERCER ISLAND LOT LINE REVISION 90-03-03(F4) APL. 9010360068

**REFERENCES USED**

- MERCER ISLAND SHORT PLAT NO.77-12-049 APL. 78032109094
- MERCER ISLAND SHORT PLAT NO.79-6-016 APL. 8049220455
- MERCER ISLAND SHORT PLAT NO.77-1-019 APL. 7707220615
- MERCER ISLAND LOT LINE REVISION 90-03-03(F4) APL. 9010360068

**BASIS OF BEARING**

THE BASIS OF BEARING FOR THIS MAP IS BASED ON THE TWO FOUND MONUMENTS ON THE MERGER WAY AS SHOWN BEARING BEING NORTH 77°46'48" EAST.

**VERTICAL DATUM**

VERTICAL DATUM IS FROM A BRASS PLUG IN THE GROUND AT THE CORNER OF THE MERGER WAY REVERSE ADJACENT AT PG OR WEST DRIVEWAY TO HOUSE #0590. ELEVATION=176.864 FEET NAVD 88

**SURVEYORS NOTES**

- THIS SURVEY WAS ACCOMPLISHED BY FIELD MEASUREMENTS AND PHOTOGRAMMETRY SURVEY ACCURACIES OR DEGREE REQUIREMENTS OF WAC 332-130-090 AND 332-130-100 AND COMPLETES WITH ALL REQUIREMENTS OF WAC 332-130-090 RECORDED ACT CHAPTER 58.09 RCW.
- TITLE REPORT WAS FROM LAND AMERICA COMMERCIAL, ORDER NO. 40005851.
- SURVEY WAS PERFORMED IN NOVEMBER 2007.
- PROPERTY SUBJECT TO CONDITIONS & RESTRICTIONS AS RECORDED UNDER M SP 77-12-049 APL. 7803140390.
- PROPERTY SUBJECT TO CONDITIONS & RESTRICTIONS AS RECORDED UNDER M SP 77-12-049 REVISION APL. 7803140390.
- PROPERTY SUBJECT TO RESERVATIONS CONTAINED IN DEED APL. 3275747 (UNGLUE TO READ) 7803140390.
- PROPERTY SUBJECT TO CONDITIONS & RESTRICTIONS AS RECORDED UNDER APL. 780309982.
- PROPERTY SUBJECT TO TAX LIEN RECORDED UNDER RECORDING NO.2002747001038.

**ORIGINAL LEGAL DESCRIPTION**

PARCEL A: MERCER ISLAND REVISION SHORT PLAT NUMBER 77-12-049 RECORDED UNDER M SP 78032109094 IN KING COUNTY, WASHINGTON. BEGINS AT THE SOUTHWEST CORNER OF THE SW QUARTER OF SECTION 19, TOWNSHIP 24 NORTH, RANGE 5 EAST, THENCE NORTH 89°31'54" WEST 20.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 17°17'33" WEST 31.73 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°12'37" EAST 194.37 FEET; THENCE SOUTH 89°31'54" WEST 20.00 FEET TO THE EASTERN CORNER OF THE SW QUARTER OF SECTION 19, TOWNSHIP 24 NORTH, RANGE 5 EAST, THENCE NORTH 01°13'54" EAST 114.00 FEET; THENCE NORTH 01°13'54" EAST 215.02 FEET; THENCE SOUTH 01°13'54" WEST 110.05 FEET; THENCE SOUTH 77°51'08" EAST 91.68 FEET; THENCE SOUTH 01°13'54" WEST 117.77 FEET; THENCE SOUTH 89°31'54" EAST 20.00 FEET TO THE POINT OF BEGINNING. BEGINS AT THE SOUTHWEST CORNER OF THE SW QUARTER OF SECTION 19, TOWNSHIP 24 NORTH, RANGE 5 EAST, THENCE NORTH 01°13'54" EAST 114.00 FEET; THENCE NORTH 01°13'54" EAST 215.02 FEET; THENCE SOUTH 01°13'54" WEST 110.05 FEET; THENCE SOUTH 77°51'08" EAST 91.68 FEET; THENCE SOUTH 01°13'54" WEST 117.77 FEET; THENCE SOUTH 89°31'54" EAST 20.00 FEET TO THE POINT OF BEGINNING. BEGINS AT THE SOUTHWEST CORNER OF THE SW QUARTER OF SECTION 19, TOWNSHIP 24 NORTH, RANGE 5 EAST, THENCE NORTH 01°13'54" EAST 114.00 FEET; THENCE NORTH 01°13'54" EAST 215.02 FEET; THENCE SOUTH 01°13'54" WEST 110.05 FEET; THENCE SOUTH 77°51'08" EAST 91.68 FEET; THENCE SOUTH 01°13'54" WEST 117.77 FEET; THENCE SOUTH 89°31'54" EAST 20.00 FEET TO THE POINT OF BEGINNING.

**REVISED LEGAL DESCRIPTION**

REVISED PARCEL A: COMMENCING AT THE SOUTHEAST CORNER OF THE SW QUARTER OF SECTION 19, TOWNSHIP 24 NORTH, RANGE 5 EAST, THENCE NORTH 89°31'54" WEST 20.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 17°17'33" WEST 31.73 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°12'37" EAST 194.37 FEET; THENCE SOUTH 89°31'54" WEST 20.00 FEET TO THE EASTERN CORNER OF THE SW QUARTER OF SECTION 19, TOWNSHIP 24 NORTH, RANGE 5 EAST, THENCE NORTH 01°13'54" EAST 114.00 FEET; THENCE NORTH 01°13'54" EAST 215.02 FEET; THENCE SOUTH 01°13'54" WEST 110.05 FEET; THENCE SOUTH 77°51'08" EAST 91.68 FEET; THENCE SOUTH 01°13'54" WEST 117.77 FEET; THENCE SOUTH 89°31'54" EAST 20.00 FEET TO THE POINT OF BEGINNING. BEGINS AT THE SOUTHWEST CORNER OF THE SW QUARTER OF SECTION 19, TOWNSHIP 24 NORTH, RANGE 5 EAST, THENCE NORTH 01°13'54" EAST 114.00 FEET; THENCE NORTH 01°13'54" EAST 215.02 FEET; THENCE SOUTH 01°13'54" WEST 110.05 FEET; THENCE SOUTH 77°51'08" EAST 91.68 FEET; THENCE SOUTH 01°13'54" WEST 117.77 FEET; THENCE SOUTH 89°31'54" EAST 20.00 FEET TO THE POINT OF BEGINNING.



**LAND SURVEYOR'S CERTIFICATE**

THIS BOUNDARY LINE ADJUSTMENT CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH STATE AND COUNTY STATUTES. IN MARCH, 2008

DANIEL R. PRICE, SR.  
 CERTIFICATE NO. 37533



**DAN PRICE LAND SURVEYING**

17823 52ND AVE. E. #B  
 TACOMA, WA 98146  
 OFFICE (253) 875-8075  
 FAX (253) 875-8076

DOWN BY	DATE	JOB NO.
D. PRICE	23 DEC 2008	
CHKO. BY	SCALE	SHEET
D. PRICE	1"=30'	2 OF 2

20090710900001  
 13.00  
 PROPERTY OF DAN PRICE  
 8240 COURT 1144  
 KING COUNTY, WA

MANAGER  
 Dan Price  
 SUFF. OF RECORDS



AFTER RECORDING, MAIL TO:  
Dan Price Land Surveying, Inc.  
17923 52<sup>ND</sup> AVE EAST #B  
TACOMA, WA 98446  
(253) 875-8075 Fax (253) 875-8076



20090901000805

DAN PRICE AFF 63.00  
PAGE-001 OF 002  
09/01/2009 12:37  
KING COUNTY, WA

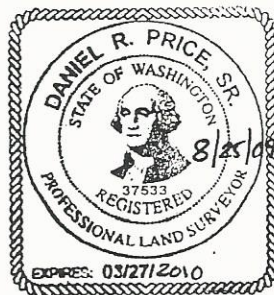
### AFFIDAVIT OF CORRECTION

THE ATTACHED LEGAL DESCRIPTION CORRECTS TYPOGRAPHICAL ERRORS, WHICH APPEARED ON THE REVISED LEGAL DESCRIPTION RECORDED UNDER NUMBER 20090710900001, CITY OF MERCER ISLAND LOT LINE REVISION NO. SUB08-003, RECORDS OF KING COUNTY, WASHINGTON.

**ABBREVIATED LEGAL DESCRIPTION:** NW ¼ OF SW ¼ OF NW ¼ OF SECTION 19, TOWNSHIP 24 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN

**REVISED PARCELA:**

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 24 NORTH, RANGE 5 EAST; THENCE NORTH 88°31'54" WEST 20.00; THENCE NORTH 01°13'54" EAST 117.77 FEET; THENCE NORTH 77°51'08" WEST 91.68 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°13'23" EAST 194.37 FEET; THENCE NORTH 88°28'25" WEST 259.63 FEET TO THE EASTERLY RIGHT OF WAY OF WEST MERCER WAY; THENCE CONTINUING SOUTHERLY ALONG SAID RIGHT OF WAY ALONG A CURVE TO THE RIGHT WHICH RADIUS BEARS NORTH 42°45'13" WEST AND HAS A CENTRAL ANGLE OF 5°14'28" AND A LENGTH OF 55.17 FEET AND A RADIUS OF 603.14 FEET; THENCE SOUTH 37°34'18" EAST 21.90 FEET TO A CURVE TO THE LEFT WITH A RADIUS OF 60.00 FEET AND A LENGTH OF 54.90 FEET; TO A CURVE TO THE RIGHT WITH A RADIUS OF 90.00 FEET AND A LENGTH OF 42.41; FEET TO A CURVE TO THE RIGHT WITH A RADIUS OF 41.00 FEET AND A LENGTH OF 20.39 FEET; THENCE SOUTH 34°30'00" EAST 12.00 FEET TO A CURVE TO THE LEFT WITH A RADIUS OF 135.00 FEET AND A LENGTH OF 61.85 FEET; THENCE SOUTH 60°45'00" EAST 76.21 FEET; THENCE SOUTH 77°51'08" EAST 63.45 FEET BACK TO THE POINT OF BEGINNING. SITUATE IN THE CITY OF MERCER ISLAND, COUNTY OF KING, STATE OF WASHINGTON.



  
DANIEL R. PRICE, PLS  
LS#37533







NOTICE OF ADDITIONAL  
TAP OR CONNECTION CHARGES

RECORDED KC RECORDS

118-48-77 E00276 712060912 - A NR

In compliance with Chapter 72, Laws of 1977 Regular Session, Chapter 65.08 RCW, the City of Mercer Island has levied, or may levy in the future, a charge on property pertaining to;

- a.) the amount required by the provisions of a contract pursuant to RCW 35.31.020 under which the water or sewer facilities so tapped into or used were constructed; or
- b.) any connection charges which are in fact reimbursement for the cost of facilities constructed by the sale of revenue bonds, or
- c.) the additional connection charge authorized in RCW 35.92.025.

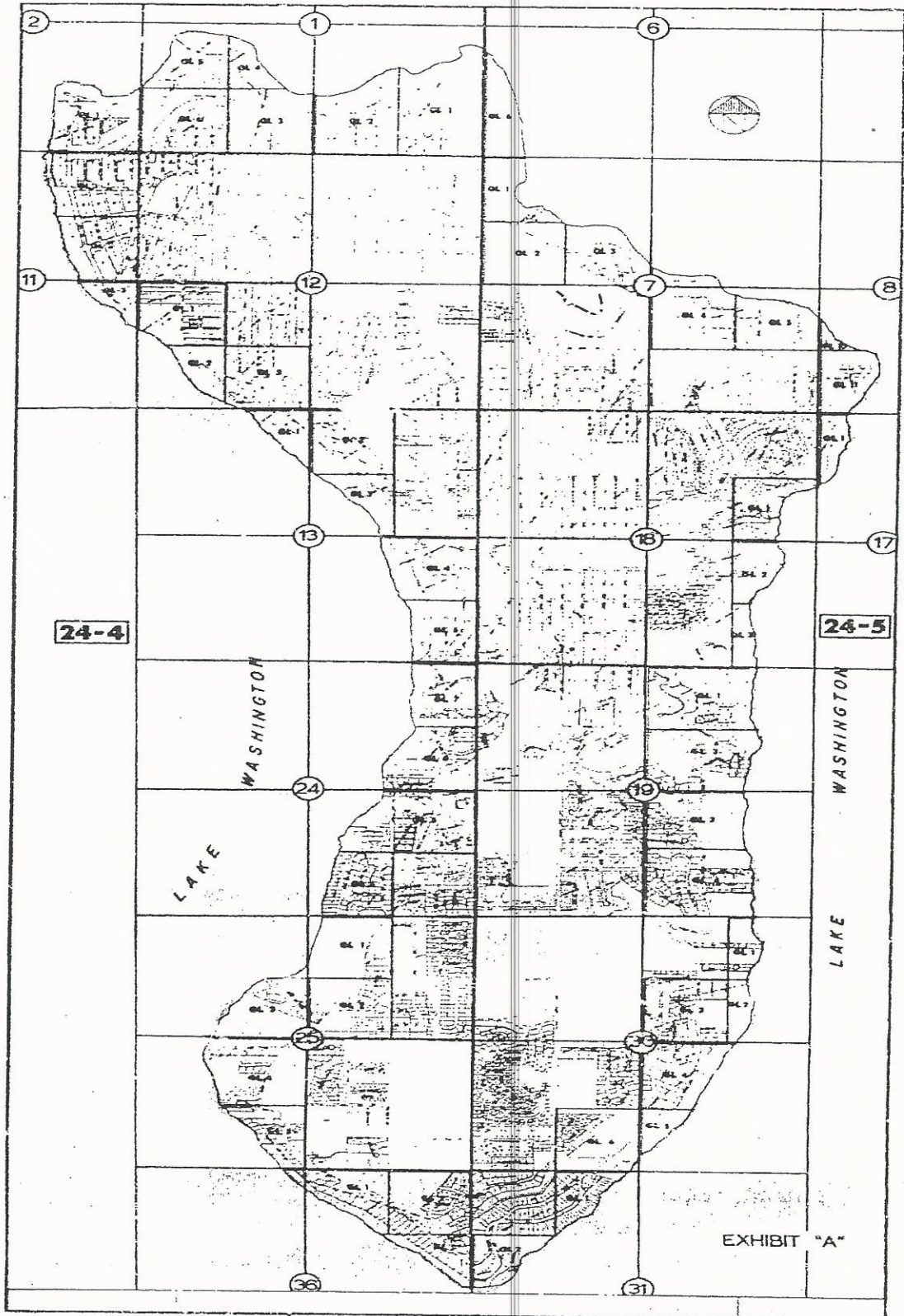
These amounts and charges have been, or will be, levied against the following described property located in King County, Washington;

Mercer Island, Washington, an island located in Lake Washington, encompassing 4,127 acres; defined as consisting of a portion of all of the following described sections and government lots in Township 24, Range 4 E., W.M. and Township 24, Range 5 E., W.M.:

Government Lot	Quarter Section	Section	Township	Range
1	SE $\frac{1}{4}$	2	24	4 East, W.M.
3, 4, 5 & 6	SW $\frac{1}{4}$	1	24	4 East, W.M.
1 & 2	SE $\frac{1}{4}$	1	24	4 East, W.M.
1 & 2	NW $\frac{1}{4}$	11	24	4 East, W.M.
1, 2 & 3	NW $\frac{1}{4}$ , NE $\frac{1}{4}$ & SE $\frac{1}{4}$	12	24	4 East, W.M.
and the remainder of the	SW $\frac{1}{4}$	12	24	4 East, W.M.
1	SW $\frac{1}{4}$	12	24	4 East, W.M.
2 & 3	NW $\frac{1}{4}$	13	24	4 East, W.M.
and the remainder of the	NE $\frac{1}{4}$	13	24	4 East, W.M.
4 & 5	NE $\frac{1}{4}$	13	24	4 East, W.M.
6 & 7	SE $\frac{1}{4}$	13	24	4 East, W.M.
4 & 5	NE $\frac{1}{4}$	24	24	4 East, W.M.
and the remainder of the	SE $\frac{1}{4}$	24	24	4 East, W.M.
Portion of 1 and all of 3	SE $\frac{1}{4}$	24	24	4 East, W.M.
Portion of 1 and all of 2	NW $\frac{1}{4}$	24	24	4 East, W.M.
and the remainder of the	NE $\frac{1}{4}$	25	24	4 East, W.M.
4 & 5	NE $\frac{1}{4}$	25	24	4 East, W.M.
	SW $\frac{1}{4}$	25	24	4 East, W.M.
	SW $\frac{1}{4}$	25	24	4 East, W.M.
Portion of 1	NW $\frac{1}{4}$	25	24	4 East, W.M.
Portion of 1 and all of 2 & 3	NW $\frac{1}{4}$	36	24	4 East, W.M.
6	NE $\frac{1}{4}$	36	24	4 East, W.M.
1, 2 & 3	SW $\frac{1}{4}$	6	24	5 East, W.M.
Portion of 4	NW $\frac{1}{4}$	7	24	5 East, W.M.
	NW $\frac{1}{4}$	7	24	5 East, W.M.
	SW $\frac{1}{4}$	7	24	5 East, W.M.
Portion of 4 and all of 5	SE $\frac{1}{4}$	7	24	5 East, W.M.
and the remainder of the	SE $\frac{1}{4}$	7	24	5 East, W.M.
10 & 11	SW $\frac{1}{4}$	7	24	5 East, W.M.
	SW $\frac{1}{4}$	8	24	5 East, W.M.
	NW $\frac{1}{4}$ & SW $\frac{1}{4}$	18	24	5 East, W.M.
1	NE $\frac{1}{4}$	18	24	5 East, W.M.
and the remainder of the	NE $\frac{1}{4}$	18	24	5 East, W.M.
2 & 3	SE $\frac{1}{4}$	18	24	5 East, W.M.
and the remainder of the	SE $\frac{1}{4}$	18	24	5 East, W.M.
1	NW $\frac{1}{4}$	17	24	5 East, W.M.



7712060812





7712060812

Government Lot	Quarter Section	Section	Township	Range
	NW $\frac{1}{4}$ & SW $\frac{1}{4}$	19	24	5 East, W.M.
1 & 2	NE $\frac{1}{4}$	19	24	5 East, W.M.
3 & 4	SE $\frac{1}{4}$	19	24	5 East, W.M.
	NW $\frac{1}{4}$	30	24	5 East, W.M.
1, 2 & 3	NE $\frac{1}{4}$	30	24	5 East, W.M.
and the remainder of the	NE $\frac{1}{4}$	30	24	5 East, W.M.
4 & 5	SE $\frac{1}{4}$	30	24	5 East, W.M.
6	SW $\frac{1}{4}$	30	24	5 East, W.M.
and the remainder of the	SW $\frac{1}{4}$	30	24	5 East, W.M.
1 & 2	NW $\frac{1}{4}$	31	24	5 East, W.M.
and the remainder of the	NW $\frac{1}{4}$	31	24	5 East, W.M.

All as shown and set forth on the map, Exhibit "A", attached hereto and made a part of this document.

Dated this 5<sup>th</sup> day of December, 1977.

Miles L. Fuller  
Miles L. Fuller  
Director of Utilities  
City of Mercer Island

STATE OF WASHINGTON )  
) ss.  
COUNTY OF KING )

On this 5<sup>th</sup> day of December, 1977, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Miles L. Fuller to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he signed and sealed the instrument as his free and voluntary act and deed for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed the day and year in this certificate above written.

Ronald C. Dickinson  
Notary Public in and for the State  
of Washington, residing at  
Mercer Island





**FIRST WESTERN BANK**

DEED OF TRUST

SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

Name First Western Bank

Address P.O. Box 4165

City and State Belleveue, Wa. 98009

THIS SPACE RESERVED FOR RECORD'S USE:

8608280357

FILED FOR RECORD AT REQUEST OF  
TRANS-AMERICA TITLE  
INSURANCE COMPANY  
10335 N.E. 75 STREET  
BELLEVUE, WASHINGTON 98004

DEED OF TRUST

700

THIS DEED OF TRUST, made this 20 day of July, 19 86 between Edward H. Mills and Marian A. Mills, husband and wife, Grantor, whose address is 8440 S.E. 53rd Place, Mercer Island, Wa. 98040, Thomas H. Murphy, Trustee, whose address is 2100 Fourth & Blanchard Building, Seattle, Washington 98121, and First Western Bank, Beneficiary, whose address is P.O. Box 4165, Bellevue, Washington 98009.

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in King County, Washington:

910646

PLEASE REFER TO THE ATTACHED LEGAL DESCRIPTIONS

RECEIVED THIS DAY

AUG 20 8 30 AM '86

BY THE DIVISION OF  
RECORDS & ELECTIONS  
KING COUNTY

which real property is not used principally for agriculture or farming purposes, together with all encumbrances, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof.

This deed is for the purpose of securing performance of each agreement of Grantor herein contained, and payment to the Beneficiary of Three Hundred Eighty Five Thousand and no/100 Dollars (\$ 385,000.00 )

with interest in accordance with the terms of a promissory note dated July 20, 1896 together with all notes of Grantor concurrently herewith, heretofore or hereafter delivered to or purchased or otherwise acquired by the Beneficiary, and all other liabilities and indebtedness of Grantor to Beneficiary, due or to become due, direct or indirect, absolute or contingent, joint or several, howsoever and wheresoever created, arising or evidenced, now existing or hereafter at any time created, arising or incurred and without limit as to amount. Nothing herein contained shall be construed as obligating the Beneficiary to make any future loans or advances.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.
2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.
3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and he in such companies as the Beneficiary may approve and have a loss payable first to the Beneficiary as its interest may appear and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.
4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligations secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.
6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

L-43

(continued on reverse side)



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IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion thereof as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.
2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.
3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.
4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto.
5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired therefor. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchasers and encumbrances for value.
6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.
7. In the event of the death, incapacity or disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.
8. In addition to the covenants and agreements contained herein, the Grantor and Beneficiary agree that if all or any part of the property or any interest therein is sold, conveyed or transferred, including sale on contract, by Grantor without Beneficiary's prior written consent, Beneficiary may, at Beneficiary's option, declare all of the sums secured by this Deed of Trust to be immediately due and payable without notice to Grantor, and Beneficiary may invoke any remedies permitted by this Deed of Trust, by statute or by common law. This option shall not apply in case of (a) transfers by devise or descent or by operation of law upon the death of Grantor; (b) transfers when the transferee's credit worthiness and management ability is satisfactory to Beneficiary and the transferee has executed, prior to transfer, a written assumption agreement containing such terms as Beneficiary may require, including, if required by Beneficiary, an increase in the rate of interest payable under the Note or Notes for which this Deed of Trust is security and any and all renewals and extensions thereof; (c) the grant of a leasehold interest in all or any part of the property of three years or less and containing an option to purchase (except any interest on the ground lease, if this Deed of Trust is on a leasehold); and, (d) transfers of beneficial interest in Grantor when Grantor is a corporation, partnership, trust or other legal entity, provided that such transfers together with any prior transfers of beneficial interest in Grantor do not result in more than 49 percent of the beneficial interest in Grantor having been transferred since the date hereof.
9. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as beneficiary herein.

Edward H Mills (Seal)  
 Edward H. Mills  
Marian A. Mills (Seal)  
 Marian A. Mills (Seal)  
 \_\_\_\_\_ (Seal)

STATE OF WASHINGTON  
 COUNTY OF King } ss.

On this day personally appeared before me,  
Edward H. and Marian A. Mills  
 to me known to be the individual described in and who executed the within  
 and foregoing instrument, and acknowledged to me that  
they signed the same as their  
 free and voluntary act and deed for the uses  
 and purposes therein mentioned.

SUBSCRIBED AND SWORN to before me this 7<sup>th</sup>  
 day of August, 2015  
[Signature]  
 NOTARY PUBLIC in and for the State of Washington,  
 residing at [Address]

STATE OF WASHINGTON  
 COUNTY OF \_\_\_\_\_ } ss.

On this day personally appeared before me,  
 \_\_\_\_\_ and \_\_\_\_\_  
 to me known to be the President and Secretary, 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 instru-  
 ment 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 \_\_\_\_\_

REQUEST FOR FULL RECONVEYANCE

Do not Record. To be used only when note has been paid.

TO: TRUSTEE.

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to convey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated \_\_\_\_\_, 19 \_\_\_\_\_

Mail reconveyance to \_\_\_\_\_



DESCRIPTION

Parcel A:

Lot 22 of J. Hopkins Addition, as per plat recorded in Volume 70 of Plats, Page 57, records of King County;

Situate in the City of Mercer Island, County of King, State of Washington.

Parcel B:

Lots 3 and 4A of Short Plat No. M1-77-12-049 Revision Survey recorded under King County Recording No. 7803210909 being a revision of Short Plat recorded under Recording No. 7803140906.

Situate in the City of Mercer Island, County of King, State of Washington.

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# Fidelity National Title

COMPANY OF WASHINGTON, INC.

## DECLARATION

**Order No.:** 611117494TS  
**Property:** 5236 West Mercer Way, Mercer Island, WA 98040

Declarant has requested Fidelity National Title Company of Washington to issue its Policy of Title Insurance, Guarantees or Endorsements insuring an interest in, or title to, real property described in the above referenced Escrow Number (hereinafter referred to as "said property") without exception to, or providing certain affirmative insurance against certain unrecorded matters.

**(For Following Items, Insert "None" If Applicable, Else Provide Details.)**

1. Declarant knows of no defects, liens, encumbrances, adverse claims or other matters affecting said property other than as shown on the Preliminary/Commitment bearing the referenced above prepared by Fidelity National Title Company of Washington EXCEPT:

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2. Declarant hereby affirms that there are no leases or no one in possession, or entitled to possession, of said property other than the vestee shown in said Preliminary/Commitment, EXCEPT:

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3. Declarant hereby affirms that there are no liens or rights to liens upon said property for labor, services, materials, appliances, equipment or power furnished or to be furnished to the work of improvement which are imposed by law and not shown by the public records, whether done by an owner, lessee, sublessee or tenant, and which has not been completed within the last ninety (90) days or which is now in progress, EXCEPT:

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4. Declarant hereby affirms that:

a. There are no charges for assessments levied by a Local Improvement District that are not of record, EXCEPT:

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