

Issued By:



Fidelity National Title
Insurance Company

Attached to Policy Number:

611157993

Charge: \$0.00

The Company hereby insures the Insured against loss or damage arising from the effect of any instrument recorded in the Public Records affecting the Title to the Land or the lien of the Insured Mortgage subsequent to the Date of Policy or subsequent to the date of the last previous search of said Public Records, and prior to the date of this endorsement, except:

none

This endorsement does not afford coverage as to taxes, bonds or assessments, if any, except to the extent expressly stated.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Fidelity National Title Insurance Company

Dated: April 30, 2018

Countersigned By:

A handwritten signature in black ink, appearing to be 'J. D. ...'.

Authorized Officer or Agent

ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE FOR A ONE-TO-FOUR FAMILY RESIDENCE

Issued By:



Fidelity National Title
Insurance Company

Policy Number:

611157993

OWNER'S INFORMATION SHEET

Your Title Insurance Policy is a legal contract between You and Us.

It applies only to a one-to-four family residence and only if each insured named in Schedule A is a Natural Person. If the Land described in Schedule A of the Policy is not an improved residential lot on which there is located a one-to-four family residence, or if each insured named in Schedule A is not a Natural Person, contact Us immediately.

The Policy insures You against actual loss resulting from certain Covered Risks. These Covered Risks are listed on the Policy. The Policy is limited by:

- Provisions of Schedule A
- Exceptions in Schedule B
- Our Duty To Defend Against Legal Actions
- Exclusions
- Conditions

You should keep the Policy even if You transfer Your Title to the Land. It may protect against claims made against You by someone else after You transfer Your Title.

IF YOU WANT TO MAKE A CLAIM, SEE SECTION 3 UNDER CONDITIONS.

The premium for this Policy is paid once. No additional premium is owed for the Policy.

This sheet is not Your insurance Policy. It is only a brief outline of some of the important Policy features. The Policy explains in detail Your rights and obligations and Our rights and obligations. Since the Policy - and not this sheet - is the legal document,

YOU SHOULD READ THE POLICY VERY CAREFULLY.

If You have any questions about Your Policy, contact:

Fidelity National Title Company of Washington, 3500 188th St. SW, Suite 300, Lynnwood, WA 98037

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

ALTA Homeowner's Policy of Title Insurance for a One-To-Four Family Residence (02/03/2010)

AMERICAN
LAND TITLE
ASSOCIATION



Printed: 11.29.17 @ 02:10 AM
WA-FT-FTMA-01530.610051-SPS-27420-1-17-611157993

TABLE OF CONTENTS

OWNER'S COVERAGE STATEMENT

COVERED RISKS

OUR DUTY TO DEFEND AGAINST LEGAL ACTIONS

EXCLUSIONS

CONDITIONS

1. Definitions
2. Continuation of Coverage
3. How to Make a Claim
4. Our Choices When We Learn of a Claim
5. Handling a Claim or Legal Action
6. Limitation of Our Liability
7. Transfer of Your Rights to Us
8. This Policy is the Entire Contract
9. Increased Policy Amount
10. Severability
11. Arbitration
12. Choice of Law

SCHEDULE A

Policy Number, Premium, Date and Time and Amount

Deductible Amounts and Maximum Dollar Limits of Liability

Street Address of the Land

1. Name of Insured
2. Interest in Land Covered
3. Description of the Land

SCHEDULE B - EXCEPTIONS

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

ALTA Homeowner's Policy of Title Insurance for a One-To-Four Family Residence (02/03/2010)

Printed: 11.29.17 @ 02:10 AM

WA-FT-FTMA-01530.610051-SPS-27420-1-17-611157993

AMERICAN
LAND TITLE
ASSOCIATION



As soon as You Know of anything that might be covered by this Policy, You must notify Us promptly in writing at the address shown in Section 3 of the Conditions.

OWNER'S COVERAGE STATEMENT

This Policy insures You against actual loss, including any costs, attorneys' fees and expenses provided under this Policy. The loss must result from one or more of the Covered Risks set forth below. This Policy covers only Land that is an improved residential lot on which there is located a one-to-four family residence and only when each insured named in Schedule A is a Natural Person.

Your insurance is effective on the Policy Date. This Policy covers Your actual loss from any risk described under Covered Risks if the event creating the risk exists on the Policy Date or, to the extent expressly stated in Covered Risks, after the Policy Date.

Your insurance is limited by all of the following:

- The Policy Amount
- For Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A
- The Exceptions in Schedule B
- Our Duty To Defend Against Legal Actions
- The Exclusions
- The Conditions

COVERED RISKS

The Covered Risks are:

1. Someone else owns an interest in Your Title.
2. Someone else has rights affecting Your Title because of leases, contracts, or options.
3. Someone else claims to have rights affecting Your Title because of forgery or impersonation.
4. Someone else has an easement on the Land.
5. Someone else has a right to limit Your use of the Land.
6. Your Title is defective. Some of these defects are:
 - a. Someone else's failure to have authorized a transfer or conveyance of your Title.
 - b. Someone else's failure to create a valid document by electronic means.
 - c. A document upon which Your Title is based is invalid because it was not properly signed, sealed, acknowledged, delivered or recorded.
 - d. A document upon which Your Title is based was signed using a falsified, expired, or otherwise invalid power of attorney.
 - e. A document upon which Your Title is based was not properly filed, recorded, or indexed in the Public Records.
 - f. A defective judicial or administrative proceeding.
7. Any of Covered Risks 1 through 6 occurring after the Policy Date.
8. Someone else has a lien on Your Title, including a:
 - a. lien of real estate taxes or assessments imposed on Your Title by a governmental authority that are due or payable, but unpaid;
 - b. Mortgage;
 - c. judgment, state or federal tax lien;
 - d. charge by a homeowner's or condominium association; or
 - e. lien, occurring before or after the Policy Date, for labor and material furnished before the Policy Date.
9. Someone else has an encumbrance on Your Title.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



10. Someone else claims to have rights affecting Your Title because of fraud, duress, incompetency or incapacity.
11. You do not have actual vehicular and pedestrian access to and from the Land, based upon a legal right.
12. You are forced to correct or remove an existing violation of any covenant, condition or restriction affecting the Land, even if the covenant, condition or restriction is excepted in Schedule B. However, You are not covered for any violation that relates to:
 - a. any obligation to perform maintenance or repair on the Land; or
 - b. environmental protection of any kind, including hazardous or toxic conditions or substancesunless there is a notice recorded in the Public Records, describing any part of the Land, claiming a violation exists. Our liability for this Covered Risk is limited to the extent of the violation stated in that notice.
13. Your Title is lost or taken because of a violation of any covenant, condition or restriction, which occurred before You acquired Your Title, even if the covenant, condition or restriction is excepted in Schedule B.
14. The violation or enforcement of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; or
 - f. environmental protection,if there is a notice recorded in the Public Records, describing any part of the Land, claiming a violation exists or declaring the intention to enforce the law or regulation. Our liability for this Covered Risk is limited to the extent of the violation or enforcement stated in that notice.
15. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 14 if there is a notice recorded in the Public Records, describing any part of the Land, of the enforcement action or intention to bring an enforcement action. Our liability for this Covered Risk is limited to the extent of the enforcement action stated in that notice.
16. Because of an existing violation of a subdivision law or regulation affecting the Land:
 - a. You are unable to obtain a building permit;
 - b. You are required to correct or remove the violation; or
 - c. someone else has a legal right to, and does, refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on it.The amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
17. You lose Your Title to any part of the Land because of the right to take the Land by condemning it, if:
 - a. there is a notice of the exercise of the right recorded in the Public Records and the notice describes any part of the Land; or
 - b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
18. You are forced to remove or remedy Your existing structures, or any part of them - other than boundary walls or fences - because any portion was built without obtaining a building permit from the proper government office. The amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
19. You are forced to remove or remedy Your existing structures, or any part of them, because they violate an existing zoning law or zoning regulation. If You are required to remedy any portion of Your existing structures, the amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

ALTA Homeowner's Policy of Title Insurance for a One-To-Four Family Residence (02/03/2010)

AMERICAN
LAND TITLE
ASSOCIATION



20. You cannot use the Land because use as a single-family residence violates an existing zoning law or zoning regulation.
21. You are forced to remove Your existing structures because they encroach onto Your neighbor's land. If the encroaching structures are boundary walls or fences, the amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
22. Someone else has a legal right to, and does, refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on it because Your neighbor's existing structures encroach onto the Land.
23. You are forced to remove Your existing structures which encroach onto an easement or over a building set-back line, even if the easement or building set-back line is excepted in Schedule B.
24. Your existing structures are damaged because of the exercise of a right to maintain or use any easement affecting the Land, even if the easement is excepted in Schedule B.
25. Your existing improvements (or a replacement or modification made to them after the Policy Date), including lawns, shrubbery or trees, are damaged because of the future exercise of a right to use the surface of the Land for the extraction or development of minerals, water or any other substance, even if those rights are excepted or reserved from the description of the Land or excepted in Schedule B.
26. Someone else tries to enforce a discriminatory covenant, condition or restriction that they claim affects Your Title which is based upon race, color, religion, sex, handicap, familial status, or national origin.
27. A taxing authority assesses supplemental real estate taxes not previously assessed against the Land for any period before the Policy Date because of construction or a change of ownership or use that occurred before the Policy Date.
28. Your neighbor builds any structures after the Policy Date - other than boundary walls or fences - which encroach onto the Land.
29. Your Title is unmarketable, which allows someone else to refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on it.
30. Someone else owns an interest in Your Title because a court order invalidates a prior transfer of the title under federal bankruptcy, state insolvency, or similar creditors' rights laws.
31. The residence with the address shown in Schedule A is not located on the Land at the Policy Date.
32. The map, if any, attached to this Policy does not show the correct location of the Land according to the Public Records.

OUR DUTY TO DEFEND AGAINST LEGAL ACTIONS

We will defend Your Title in any legal action only as to that part of the action which is based on a Covered Risk and which is not excepted or excluded from coverage in this Policy. We will pay the costs, attorneys' fees, and expenses We incur in that defense.

We will not pay for any part of the legal action which is not based on a Covered Risk or which is excepted or excluded from coverage in this Policy.

We can end Our duty to defend Your Title under Section 4 of the Conditions.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

ALTA Homeowner's Policy of Title Insurance for a One-To-Four Family Residence (02/03/2010)

Printed: 11.29.17 @ 02:10 AM

WA-FT-FTMA-01530.610051-SPS-27420-1-17-611157993

AMERICAN
LAND TITLE
ASSOCIATION



THIS POLICY IS NOT COMPLETE WITHOUT SCHEDULES A AND B.

IN WITNESS WHEREOF, FIDELITY NATIONAL TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

**Fidelity National Title Company of Washington
3500 188th St. SW, Suite 300
Lynnwood, WA 98037**

Countersigned By:



Authorized Officer or Agent



Fidelity National Title Insurance Company

By:



President

Attest:



Secretary



SCHEDULE A

Date of Policy	Policy Amount	Premium
May 10, 2017 at 04:03 PM	\$3,300,000.00	\$5,340.00

Our name and address is: Ryan Kang
 Fidelity National Title Company of Washington
 3500 188th St. SW, Suite 300
 Lynnwood, WA 98037

Deductible Amounts and Maximum Dollar Limits of Liability
 For Covered Risk 16, 18, 19 and 21:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$ 2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$ 5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$ 5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$ 2,500.00 (whichever is less)	\$ 5,000.00

Street Address Of The Land: 6025 77th Ave SE, Mercer Island, WA 98040

1. Name of Insured:

Eric J. Wikstrom as trustee for the Tangled Ride Trust under an agreement dated October 4, 2016

2. Your interest in the Land covered by this Policy is:

Fee Simple as to Parcel A; and Easement interest as to Parcels B and C

3. The Land referred to in this Policy is described as:

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

END OF SCHEDULE A

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 409710-0075-04

Parcel A:

That portion of Government Lot 4, Section 24, Township 24 North, Range 4 East, W.M., in King County, Washington, more particularly described as follows:

Commencing at the intersection of the South line of said Government Lot 4 with the Westerly margin of Lake View Drive (now known as 77th Avenue Southeast) according to Plat of LAKEVIEW HIGHLANDS, recorded in Volume 33 of Plats, page 34, records of King County, Washington and also according to the REPLAT OF LAKEVIEW HIGHLANDS, recorded in Vol. 76 of Plats, pages 41 and 42, records of King County, Washington;

Thence North 11° 44' 03" East, along the Westerly margin of said 77th Avenue Southeast, 1,058.11 feet to an intersection with the North line of the South 1,036 feet of said Government Lot 4;

Thence West, along a line parallel with the South line of said Government Lot 4, 125 feet to the True Point of Beginning;

Thence North 11°44'03" East, 155 feet;

Thence North 31°10'53" West, 23.38 feet to an intersection with the North line of the South 1,207.76 feet of said Government Lot 4, herein after referenced as Point A;

Thence North 29°31'00" East, 97.55 feet to a point of curvature to the right;

Thence along the arc of a curve having a radius of 55 feet, 58.56 feet to a point of tangency on the South line of the North 20 feet of said Government Lot 4;

Thence South 89°29'00" East, along a line parallel to the North line of said Government Lot 4, 68.14 feet to an intersection with the said Westerly margin of 77th Avenue Southeast;

Thence North 11°44'03" East, along said road margin, 20.39 feet, more or less, to the North line of said Government Lot 4;

Thence North 89°29'00" West, 114.00 feet;

Thence South 29°31'00" West, 153.03 feet;

Thence South 66°58'10" West, 89.5 feet, more or less, to the shoreline of Lake Washington;

Thence Southerly, along said Shoreline, to a point West of the Point of Beginning;

Thence East, 116 feet, more or less, to the True Point of Beginning;

Together with Shorelands of the second class adjoining thereto.

(Also known as Revised Lot 2, City of Mercer Island Boundary Line Revision MI-88-06-21 (G-3,) recorded under Recording No. 8808159001, records of King County, Washington.)

Parcel B:

An Easement for ingress, egress and utilities reserved in that certain deed recorded under Recording No. 7208020085, described as follows:

Beginning at the Point A, described in above described Parcel A;

Thence North 29°31'00" East, 30 feet;

Thence South 13°15'4" West, 37.37 feet;

Thence North 31°10'53" West, 12.00 feet to the Point of Beginning.

Parcel C:

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



EXHIBIT "A"
Legal Description

A Proposed Easement for ingress and egress over Lot 1 of City of Mercer Island Boundary Line Revision MI-88-06-21 (G-3) delineated in the Survey for Boundary Line Revision recorded Recording No. 8808159001, records of King County, Washington.

Situate in the County of King, State of Washington.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



ALTA Homeowner's Policy of Title Insurance for a One-To-Four Family Residence (02/03/2010)

Printed: 11.29.17 @ 02:10 AM

WA-FT-FTMA-01530.610051-SPS-27420-1-17-611157993

SCHEDULE B EXCEPTIONS

In addition to the Exclusions, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Easement for the purposes shown below and rights incidental thereto as set forth in a document:

In favor of: Puget Sound Power and Light Company
 Purposes: Electric distribution system
 Recording Date: September 29, 1943
 Recording No.: 3338274
 Affects: The Southerly portion of said land

2. Easement for the purposes shown below and rights incidental thereto as set forth in a document:

In favor of: Mercer Island Sewer District
 Purposes: Sewer pipe lines
 Recording Date: October 28, 1964
 Recording No.: 5804695
 Affects: A strip of land 10 feet in width within shorelands

3. Easement for the purposes shown below and rights incidental thereto as set forth in a document:

In favor of: Puget Sound Power and Light Company
 Purposes: Electric distribution system
 Recording Date: January 19, 1965
 Recording No.: 5834492
 Affects: The Northerly portion of said land

4. Side Sewer Easement and terms and condition therein,

Recording Date: June 2, 1966
 Recording No.: 6036810
 Width: 4 feet

Said instrument contains provisions for bearing the cost of maintenance, repair or reconstruction of the sewer by the common users.

5. Easement for the purposes shown below and rights incidental thereto as set forth in a document:

Purposes: Ingress, egress, utilities and side sewer
 Recording Date: July 27, 1972
 Recording No.: 7208020085
 Affects: The Northerly portion of said land

6. Statutory Warranty Deed and terms and conditions therein,

Executed by: Sarah L. Easterbrook
 Recording Date: March 22, 1973
 Recording No.: 7303220133

Which among other things provides: Easements and restrictions.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



**SCHEDULE B
EXCEPTIONS**
(continued)

7. Easement for the purposes shown below and rights incidental thereto as set forth in a document:

In favor of: Puget Sound Power and Light Company
Purposes: Underground electric system
Recording Date: May 13, 1975
Recording No.: 7505130410
Affects: The Southerly portion of said land

8. Easement for the purposes shown below and rights incidental thereto as set forth in a document:

Purposes: Underground Sewer
Recording Date: May 13, 1975
Recording No.: 7505130411
Affects: The Southerly portion of said land

9. An Ordinance No. 501 and terms and conditions therein.

Executed by: Mercer Island
Recording Date: June 4, 1981
Recording No.: 8106040523

Which among other things provides: Establishing a shoreline management master program.

Amendment and Modifications of said Shoreline Master Program filed on September 4, 2015.

10. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters as set forth in the Mercer Island File No. M.I.-88-06-21(G-3):

Recording No: 8808159001

11. Matters contained in that certain Grant of Easement and Maintenance Agreement which document, among other things, may provide for liens and charges,

Executed by: Sarah L. Easterbrook and UK Holdings, LTD.
Recording Date: April 22, 1996
Recording No.: 9604221188

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

ALTA Homeowner's Policy of Title Insurance for a One-To-Four Family Residence (02/03/2010)

Printed: 11.29.17 @ 02:10 AM

WA-FT-FTMA-01530.610051-SPS-27420-1-17-611157993

AMERICAN
LAND TITLE
ASSOCIATION



**SCHEDULE B
EXCEPTIONS**
(continued)

12. An Easements, for the purposes shown below and rights incidental thereto as created by the following document:

Document: Acknowledgement of License for Use of Real Property
 Executed by: Sarah L. Easterbrook and the Lockwood Foundation and Richard W. Buchan and Elizabeth Buchan
 Purpose: Fence encroachment
 Recording Date: June 20, 2008
 Recording No.: 2080620001654
 Affects: The Westerly portion of said land

The legal description contains in the above referenced agreement does not accord with the sketched contained therein.

13. Rights to the waters hereinafter stated, contained under State Certificate issued:

Recording No.: 20140423000985
 Waters of: Lake Washington
 To: Lockwood Foundation and Sarah Easterbrook

14. Any prohibition or limitation of use, occupancy or improvement of the Land resulting from the rights of the public or riparian owners to use any portion which is now or was formerly covered by water.
15. Rights of the State of Washington in and to that portion, if any, of the Land which lies below the line of ordinary high water of Lake Washington.
16. Paramount rights and easements in favor of the United States for commerce, navigation, fisheries and the production of power.
17. Question of location of lateral boundaries of said second class tidelands or shorelands.
18. Any liens or charges for upkeep and maintenance as provided in the instrument creating the easements described or referenced to in Schedule A.
19. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2017
 Tax Account No.: 409710-0075-04
 Levy Code: 1031
 Assessed Value-Land: \$3,566,000.00
 Assessed Value-Improvements: \$33,000.00

General and Special Taxes:

Billed: \$29,285.70
 Paid: \$14,642.85
 Unpaid: \$14,642.85

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



**SCHEDULE B
EXCEPTIONS**
(continued)

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

Amount: \$2,475,000.00
Dated: May 1, 2017
Trustor/Grantor: Eric J Wikstrom, Trustee of the Tangled Ride Trust, dated October 4, 2016
Trustee: Unionbanca! Mortgage Corporation
Beneficiary: MUFG Union Bank, N. A.
Case No.: 009571008
Recording Date: May 10, 2017
Recording No.: 20170510001342

END OF SCHEDULE B

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

ALTA Homeowner's Policy of Title Insurance for a One-To-Four Family Residence (02/03/2010)

Printed: 11.29.17 @ 02:10 AM

WA-FT-FTMA-01530.610051-SPS-27420-1-17-611157993

AMERICAN
LAND TITLE
ASSOCIATION



EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

CONDITIONS**1. DEFINITIONS**

- a. Easement - the right of someone else to use the Land for a special purpose.
- b. Estate Planning Entity - A legal entity or Trust established by a Natural Person for estate planning.
- c. Known - things about which You have actual knowledge. The words "Know" and "Knowing" have the same meaning as Known.
- d. Land - the land or condominium unit described in paragraph 3 of Schedule A and any improvements on the Land which are real property.
- e. Mortgage - a mortgage, deed of trust, trust deed or other security instrument.
- f. Natural Person - a human being, not a commercial or legal organization or entity. Natural Person includes a trustee of a Trust even if the trustee is not a human being.
- g. Policy Date - the date and time shown in Schedule A. If the insured named in Schedule A first acquires the interest shown in Schedule A by an instrument recorded in the Public Records later than the date and time shown in Schedule A, the Policy Date is the date and time the instrument is recorded.
- h. Public Records - records that give constructive notice of matters affecting Your Title, according to the state statutes where the Land is located.
- i. Title - the ownership of Your interest in the Land, as shown in Schedule A.
- j. Trust - a living trust established by a Natural Person for estate planning.
- k. We/Our/Us - Blank Title Insurance Company.
- l. You/Your - the insured named in Schedule A and also those identified in Section 2.b. of these Conditions.

2. CONTINUATION OF COVERAGE

- a. This Policy insures You forever, even after You no longer have Your Title. You cannot assign this Policy to anyone else.
- b. This Policy also insures:
 - (1) anyone who inherits Your Title because of Your death;
 - (2) Your spouse who receives Your Title because of dissolution of Your marriage;
 - (3) the trustee or successor trustee of a Trust or any Estate Planning Entity to whom You transfer Your Title after the Policy Date;
 - (4) the beneficiaries of Your Trust upon Your death; or
 - (5) anyone who receives Your Title by a transfer effective on Your death as authorized by law.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



(continued)

- c. We may assert against the insureds identified in Section 2.b. any rights and defenses that We have against any previous insured under this Policy.

3. HOW TO MAKE A CLAIM

a. Prompt Notice Of Your Claim

- (1) As soon as You Know of anything that might be covered by this Policy, You must notify Us promptly in writing.
- (2) Send Your notice to **Fidelity National Title Insurance Company**, P.O. Box 45023, Jacksonville, FL 32232-5023, Attn: Claims Department. Please include the Policy number shown in Schedule A, and the county and state where the Land is located. Please enclose a copy of Your policy, if available.
- (3) If You do not give Us prompt notice, Your coverage will be reduced or ended, but only to the extent Your failure affects Our ability to resolve the claim or defend You.

b. Proof Of Your Loss

- (1) We may require You to give Us a written statement signed by You describing Your loss which includes:
 - (a) the basis of Your claim;
 - (b) the Covered Risks which resulted in Your loss;
 - (c) the dollar amount of Your loss; and
 - (d) the method You used to compute the amount of Your loss.
- (2) We may require You to make available to Us records, checks, letters, contracts, insurance policies and other papers which relate to Your claim. We may make copies of these papers.
- (3) We may require You to answer questions about Your claim under oath.
- (4) If you fail or refuse to give Us a statement of loss, answer Our questions under oath, or make available to Us the papers We request, Your coverage will be reduced or ended, but only to the extent Your failure or refusal affects Our ability to resolve the claim or defend You.

4. OUR CHOICES WHEN WE LEARN OF A CLAIM

- a. After We receive Your notice, or otherwise learn, of a claim that is covered by this Policy, Our choices include one or more of the following:
- (1) Pay the claim;
 - (2) Negotiate a settlement;
 - (3) Bring or defend a legal action related to the claim;
 - (4) Pay You the amount required by this Policy;
 - (5) End the coverage of this Policy for the claim by paying You Your actual loss resulting from the Covered Risk, and those costs, attorneys' fees and expenses incurred up to that time which We are obligated to pay;
 - (6) End the coverage described in Covered Risk 16, 18, 19 or 21 by paying You the amount of Your insurance then in force for the particular Covered Risk, and those costs, attorneys' fees and expenses incurred up to that time which We are obligated to pay;
 - (7) End all coverage of this Policy by paying You the Policy Amount then in force, and those costs, attorneys' fees and expenses incurred up to that time which We are obligated to pay;
 - (8) Take other appropriate action.
- b. When We choose the options in Sections 4.a. (5), (6) or (7), all Our obligations for the claim end, including Our obligation to defend, or continue to defend, any legal action.
- c. Even if We do not think that the Policy covers the claim, We may choose one or more of the options above. By doing so, We do not give up any rights.

5. HANDLING A CLAIM OR LEGAL ACTION

- a. You must cooperate with Us in handling any claim or legal action and give Us all relevant information.
- b. If You fail or refuse to cooperate with Us, Your coverage will be reduced or ended, but only to the extent Your failure or refusal affects Our ability to resolve the claim or defend You.
- c. We are required to repay You only for those settlement costs, attorneys' fees and expenses that We approve in advance.
- d. We have the right to choose the attorney when We bring or defend a legal action on Your behalf. We can appeal any decision to the highest level. We do not have to pay Your claim until the legal action is finally decided.
- e. Whether or not We agree there is coverage, We can bring or defend a legal action, or take other appropriate action under this Policy. By doing so, We do not give up any rights.

6. LIMITATION OF OUR LIABILITY

- a. After subtracting Your Deductible Amount if it applies, We will pay no more than the least of:
- (1) Your actual loss;

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

ALTA Homeowner's Policy of Title Insurance for a One-To-Four Family Residence (02/03/2010)

Printed: 11.29.17 @ 02:10 AM
WA-FT-FTMA-01530.610051-SPS-27420-1-17-611157993



(continued)

(2) Our Maximum Dollar Limit of Liability then in force for the particular Covered Risk, for claims covered only under Covered Risk 16, 18, 19 or 21; or

(3) the Policy Amount then in force.

and any costs, attorneys' fees and expenses that We are obligated to pay under this Policy.

- b. If We pursue Our rights under Sections 4.a.(3) and 5.e. of these Conditions and are unsuccessful in establishing the Title, as insured:
- (1) the Policy Amount then in force will be increased by Ten percent (10%) of the Policy Amount shown in Schedule A, and
 - (2) You shall have the right to have the actual loss determined on either the date the claim was made by You or the date it is settled and paid.
- c. (1) If We remove the cause of the claim with reasonable diligence after receiving notice of it, all Our obligations for the claim end, including any obligation for loss You had while We were removing the cause of the claim.
- (2) Regardless of 6.c.(1) above, if You cannot use the Land because of a claim covered by this Policy:
- (a) You may rent a reasonably equivalent substitute residence and We will repay You for the actual rent You pay, until the earlier of:
 - (i) the cause of the claim is removed; or
 - (ii) We pay You the amount required by this Policy. If Your claim is covered only under Covered Risk 16, 18, 19 or 21, that payment is the amount of Your insurance then in force for the particular Covered Risk.
 - (b) We will pay reasonable costs You pay to relocate any personal property You have the right to remove from the Land, including transportation of that personal property for up to twenty-five (25) miles from the Land, and repair of any damage to that personal property because of the relocation. The amount We will pay You under this paragraph is limited to the value of the personal property before You relocate it.
- d. All payments We make under this Policy reduce the Policy Amount then in force except for costs, attorneys' fees and expenses. All payments We make for claims which are covered only under Covered Risk 16, 18, 19 or 21 also reduce Our Maximum Dollar Limit of Liability for the particular Covered Risk, except for costs, attorneys' fees and expenses.
- e. If We issue, or have issued, a Policy to the owner of a Mortgage that is on Your Title and We have not given You any coverage against the Mortgage, then:
- (1) We have the right to pay any amount due You under this Policy to the owner of the Mortgage, and any amount paid shall be treated as a payment to You under this Policy, including under Section 4.a. of these Conditions;
 - (2) Any amount paid to the owner of the Mortgage shall be subtracted from the Policy Amount then in force; and
 - (3) If Your claim is covered only under Covered Risk 16, 18, 19 or 21, any amount paid to the owner of the Mortgage shall also be subtracted from Our Maximum Dollar Limit of Liability for the particular Covered Risk.
- f. If You do anything to affect any right of recovery You may have against someone else, We can subtract from Our liability the amount by which You reduced the value of that right.

7. TRANSFER OF YOUR RIGHTS TO US

- a. When We settle Your claim, We have all the rights and remedies You have against any person or property related to the claim. You must not do anything to affect these rights and remedies. When We ask, You must execute documents to evidence the transfer to Us of these rights and remedies. You must let Us use Your name in enforcing these rights and remedies.
- b. We will not be liable to You if We do not pursue these rights and remedies or if We do not recover any amount that might be recoverable.
- c. We will pay any money We collect from enforcing these rights and remedies in the following order:
 - (1) to Us for the costs, attorneys' fees and expenses We paid to enforce these rights and remedies;
 - (2) to You for Your loss that You have not already collected;
 - (3) to Us for any money We paid out under this Policy on account of Your claim; and
 - (4) to You whatever is left.
- d. If You have rights and remedies under contracts (such as indemnities, guaranties, bonds or other policies of insurance) to recover all or part of Your loss, then We have all of those rights and remedies, even if those contracts provide that those obligated have all of Your rights and remedies under this Policy.

8. THIS POLICY IS THE ENTIRE CONTRACT

This Policy, with any endorsements, is the entire contract between You and Us. To determine the meaning of any part of this Policy, You must read the entire Policy and any endorsements. Any changes to this Policy must be agreed to in writing by Us. Any claim You make against Us must be made under this Policy and is subject to its terms.

9. INCREASED POLICY AMOUNT

The Policy Amount then in force will increase by Ten percent (10%) of the Policy Amount shown in Schedule A each year for the first five years following the Policy Date shown in Schedule A, up to One Hundred Fifty percent (150%) of the Policy Amount shown in Schedule A. The increase each year will happen on the anniversary of the Policy Date shown in Schedule A.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

ALTA Homeowner's Policy of Title Insurance for a One-To-Four Family Residence (02/03/2010)

AMERICAN
LAND TITLE
ASSOCIATION



Printed: 11.29.17 @ 02:10 AM
WA-FT-FTMA-01530.610051-SPS-27420-1-17-611157993

(continued)

10. SEVERABILITY

If any part of this Policy is held to be legally unenforceable, both You and We can still enforce the rest of this Policy.

11. ARBITRATION

- a. If permitted in the state where the Land is located, You or We may demand arbitration.
- b. The law used in the arbitration is the law of the state where the Land is located.
- c. The arbitration shall be under the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). You can get a copy of the Rules from Us.
- d. Except as provided in the Rules, You cannot join or consolidate Your claim or controversy with claims or controversies of other persons.
- e. The arbitration shall be binding on both You and Us. The arbitration shall decide any matter in dispute between You and Us.
- f. The arbitration award may be entered as a judgment in the proper court.

12. CHOICE OF LAW

The law of the state where the Land is located shall apply to this policy.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

ALTA Homeowner's Policy of Title Insurance for a One-To-Four Family Residence (02/03/2010)

Printed: 11.29.17 @ 02:10 AM

WA-FT-FTMA-01530.610051-SPS-27420-1-17-611157993

AMERICAN
LAND TITLE
ASSOCIATION



360422-1188 03:52:00 PM KING COUNTY RECORDS 007 JP 28.00

RECORDED AT THE REQUEST OF
AND AFTER RECORDING RETURN TO:

Beth A. Clark
Foster Pepper & Shefelman
1111 Third Avenue, Suite 3400
Seattle, Washington 98101

GRANT OF EASEMENT AND MAINTENANCE AGREEMENT

The parties to this Agreement are SARAH L. EASTERBROOK, as her separate estate ("Grantor") and UK HOLDINGS LTD., a Washington corporation ("Grantee"), each of which owns a parcel of real property located in the City of Mercer Island, King County, Washington, and more particularly described in Exhibit A attached hereto and incorporated herein by this reference (hereinafter the "Grantor's Property" and the "Grantee's Property", respectively). The Grantee's Property adjoins the Grantor's Property along the northern boundary of the Grantor's Property. The parties intend that access for ingress, egress and utilities for the Grantee's Property shall be provided via the driveway located on the Grantor's Property in the location legally described in Exhibit B and depicted in Exhibit C, each of which is attached hereto and incorporated herein by this reference.

Accordingly, the parties agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee, its heirs, successors and assigns, as a perpetual, non-exclusive easement appurtenant to the Grantee's Property, an easement over and across the Grantor's Property, in the location of the existing driveway (the "Driveway") and as further described and depicted in Exhibit B and Exhibit C hereto, for the purpose of providing vehicular ingress and egress and the location of utilities and a concrete wall from the Grantee's Property to the adjacent public roadway known as 77th Avenue S.E.

2. Maintenance and Repair of Driveway. The surface of the Driveway located within the easement herein granted shall be maintained and repaired as follows:

(a) The parties shall meet once a year on the first day of October to determine what maintenance and repair, if any, of the Driveway is required in order to maintain it in a safe operating condition. The parties also agree that reasonable preventative maintenance shall be performed from time to time where such maintenance will serve to extend the useful life of the Driveway or minimize the cost or extent of future repairs. In addition to the yearly meeting, a special meeting may be called at any time upon the request of any party hereto to discuss any repairs that may be needed during the year.

865229/663008-4

9604221188

FILED FOR RECORD AT REQUEST OF
TRANSNATION TITLE INSURANCE CO.

320 108TH AVE. NE
P.O. BOX 1493
BELLEVUE, WA 98009

232384.1
4/19/96 2:35pm

EXCISE TAX NOT REQUIRED
King Co. Records Division

By: *[Signature]* Deputy

- 1 -

(b) Any repair work to be done shall be mutually agreed upon by the parties hereto. One party shall be designated the Responsible Party, and the Responsible Party shall be responsible for obtaining bids for any repair work to be done and thereafter coordinating and arranging for payment for such repair work. After the Responsible party obtains a bid for the repair and maintenance work, the bid shall be approved by the parties hereto.

(c) The costs of maintaining and repairing the Driveway shall be paid equally by the parties hereto. The funds required to pay for the maintenance and repair shall be collected prior to an award of the bid for the maintenance or repair work. After the parties are notified of the amount that they are obligated to contribute, they shall have thirty (30) days to make payment to the Responsible Party. Each party shall be responsible for payment of all late charges and other costs incurred for failure to comply with the provisions of this paragraph 2.(c). In the event of nonperformance by any party, the other party or parties shall have the right to cure such nonperformance. Any amount spent during the nonperformance of any party shall bear interest at the rate of twelve percent (12%) per annum until repaid by the nonperforming party, and if such amounts are not repaid by the nonperforming party within one hundred twenty (120) days after delivery of an invoice and notice of amount due, the performing party or parties shall have the right to place a lien on the property of the nonperforming party to secure repayment of such amounts. Any lien rightfully claimed under this paragraph shall be deemed a mortgage against the property of the nonperforming party and may be enforced in like manner as provided by law for enforcement of mortgages against real property.

3. Indemnification. The parties hereto shall each bear a proportionate share of the costs incurred by any party in defending, settling, or paying any losses resulting from claims filed by third parties on account of: (a) the performance by any party of the duties of the Responsible Party pursuant to paragraph 2. hereof; or (b) any damage to property or persons incurred in connection with the authorized use of the Driveway which damage is found to be proximately caused by the design, construction and/or state of repair of the Driveway; or (c) any damage to property or persons resulting from use of the Driveway which was not authorized by any of the parties hereto; provided, however, that if the third party claim results from the negligence or wilful misconduct of any party hereto, then the other party or parties shall not be required to contribute to the payment of any costs resulting from defending, settling, or paying any claim on account of such third party claims. No party shall settle any third party claim covered by this paragraph 3. without the written consent of all parties hereto.

9604221188

4. Miscellaneous Provisions.

(a) This Agreement shall be a covenant running with the land, and shall be a benefit to and a burden upon the heirs, successors and assigns of the parties hereto.

(b) If any of the parties sell or otherwise transfer all or any portion of their respective properties, the purchaser or transferee shall assume the responsibilities and obligations of the selling or transferring party under this Agreement.

(c) This Agreement may be amended from time to time if mutually agreed upon by the parties or their respective successors and assigns. Any amendment shall be in writing and shall be signed by all of the parties and/or their respective successors and assigns.

(d) This Agreement shall be governed and construed in accordance with the laws of the State of Washington.

DATED as of this 21st day of April, 1996.

GRANTOR:

Sarah L. Easterbrook
Sarah L. Easterbrook, as her separate property

GRANTEE:

UK HOLDINGS LTD., a Washington corporation

By William D. Savoy
Its Vice President and Secretary

9604221189

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Sarah L. Easterbrook is the person who appeared before me, and said person acknowledged that said person signed this instrument and acknowledged it to be said person's free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 21ST day of April, 1996.



David R. Koopmans
(Signature of Notary)

David R. Koopmans
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington, residing at Belleve

My appointment expires 11/10/96

Unofficial Copy

9604221188

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that William D. Savoy is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Vice President and Secretary of UK Holdings Ltd., a corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this 21 day of April, 1996.



Françoise E. Barrett
(Signature of Notary)

FRANCOISE E. BARRETT
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington, residing at Southwest

My appointment expires Nov 1, 1996

EXHIBIT A
TO GRANT OF EASEMENT AND MAINTENANCE AGREEMENT

Legal Description of the Grantor's Property

That portion of Gov't. Lot 4, Section 24, Township 24 North, Range 4 East, Willamette Meridian, in King County, Washington, more particularly described as follows: Commencing at the intersection of the south line of said Gov't. Lot 4 with the westerly margin of Lake View Drive (now known as 77th Ave. S.E.) according to Plat of Lakeview Highlands, recorded in Vol. 33 of Plats, page 34, in King County, Washington and also according to the Replat of Lakeview Highlands, recorded in Vol. 76 of Plats, pages 41 and 42, in King County, Washington; thence North 11° 44' 03" East along the westerly margin of said 77th Ave. S.E. for a distance of 1058.11 feet to an intersection with the north line of the south 1036 feet of said Gov't. Lot 4; thence due west along a line parallel with the south line of said Gov't. Lot 4 a distance of 125 feet to the True Point of Beginning; thence N 11° 44' 03" East 155 feet; thence N 31° 10' 53" West 23.38 feet to an intersection with the north line of the south 1207.76 feet of said Gov't. Lot 4; thence N 29° 31' 00" East 97.55 feet to a point of curvature to the right; thence along the arc of a curve having a radius of 55 feet for a distance of 58.56 feet to a point of tangency on the south line of the north 20 feet of said Gov't. Lot 4; thence S 89° 29' 00" East along a line parallel to the north line of said Gov't. Lot 4 for a distance of 68.14 feet to an intersection with the said westerly margin of 77th Ave. S.E.; thence N 11° 44' 03" East along said road margin 20.39 feet, more or less, to the north line of said Gov't. Lot 4; thence N 89° 29' 00" W a distance of 114.00 feet; thence S 29° 31' 00" W a distance of 153.03 feet; thence S 66° 58' 10" W a distance of 89.5 feet, more or less, to the shoreline of Lake Washington; thence southerly a long said shoreline to a point west of the point of beginning; thence due east 116 feet, more or less, to the True Point of Beginning.

TOGETHER WITH shorelands of the second class adjoining thereto.

Legal Description of the Grantee's Property

THAT PORTION OF GOVERNMENT LOT 4, SECTION 24, TOWNSHIP 24 NORTH, RANGE 4 EAST W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID GOVERNMENT LOT 4 WITH THE WESTERLY MARGIN OF LAKE VIEW DRIVE (NOW KNOWN AS 77TH AVE. S.E.) ACCORDING TO PLAT OF LAKEVIEW HIGHLANDS, AS PER PLAT RECORDED IN VOLUME 33 OF PLATS, PAGE 34, RECORDS OF KING COUNTY, AND ALSO ACCORDING TO THE REPLAT OF LAKEVIEW HIGHLANDS, AS PER PLAT RECORDED IN VOLUME 76 OF PLATS, PAGES 41 AND 42, RECORDS OF KING COUNTY; THENCE NORTH 89°29'00" WEST ALONG SAID NORTH LINE OF GOVERNMENT LOT 4 A DISTANCE OF 114.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 29°31'00" WEST A DISTANCE OF 153.03 FEET; THENCE SOUTH 66°58'10" WEST A DISTANCE OF 89.5 FEET, MORE OR LESS, TO THE SHORELINE OF LAKE WASHINGTON; THENCE NORTHERLY ALONG SAID SHORELINE TO A POINT FROM WHICH THE TRUE POINT OF BEGINNING BEARS SOUTH 89°29'00" EAST; THENCE SOUTH 89°29'00" EAST 124 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING;

TOGETHER WITH SHORELANDS OF THE SECOND CLASS ADJOINING THERETO;

(ALSO KNOWN AS PORTIONS OF LOTS 16 AND RESERVE TRACT (ALSO KNOWN AS LOT 17) LAKE VIEW HIGHLANDS WATERFRONT TRACTS ACCORDING TO THE UNRECORDED PLAT THEREOF)

ALSO KNOWN AS LOT 1 OF CITY OF MERCER ISLAND BOUNDARY LINE ADJUSTMENT MI-88-06-21 (G-3) RECORDED UNDER RECORDING NO. 8808159001;

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

9604221188

EXHIBIT B
TO GRANT OF EASEMENT AND MAINTENANCE AGREEMENT

Legal Description

Beginning at the intersection of the north line of said Government Lot 4 with the westerly margin of Lake View Drive (now known as 77th Ave. S.E.) according to the plat of Lake View Highlands as recorded in Volume 33 of Plats, page 34, records of King County, Washington and also according to the Replat of Lake View Highlands as recorded in Volume 76 of Plats, pages 41 and 42, records of said county; thence N 89°29'00" W along the north line of said Government Lot 4 for a distance of 114.00 feet; thence S 29°31'00" W 153.03 feet to an intersection with the north line of the south 1207.76 feet of said Government Lot 4; thence due east along a line parallel with the south line of said Government Lot 4 for a distance of 20.68 feet; thence N 29°31'00" E 87.55 feet to a point of curvature to the right; thence along the arc of a curve having a radius of 58 feet for a distance of 58.56 feet to a point of tangency on the south line of the north 20 feet of said Government Lot 4; thence S 89°29'00" E along a line parallel to the north line of said Government Lot 4 for a distance of 65.14 feet to an intersection with the said westerly margin of 77th Ave. S.E.; thence N 11°44'03" E along said street margin 20.39 feet to the Point of Beginning.

TOGETHER WITH an easement for ingress, egress and utilities over, across and under the following described tract: Commencing at the most easterly corner of the foregoing described main tract; thence N 31°10'53" W along the northeasterly line thereof 11.38 feet to the True Point of Beginning; thence continuing N 31°10'53" W 12.00 feet to an intersection with the north line of the south 1207.76 feet of said Government Lot 4; thence N 29°31'00" E along the easterly line of the easement for ingress, egress and utilities as described immediately above for a distance of 30 feet; thence S 13°15'14" W 37.37 feet to the True Point of Beginning.

9604221188

232384.1
4/19/96 2:58pm

