
CITY OF MERCER ISLAND

COMMUNITY PLANNING & DEVELOPMENT

9611 SE 36TH STREET | MERCER ISLAND, WA 98040

PHONE: 206.275.7605 | www.mercergov.org



STAFF REPORT

PRELIMINARY SHORT SUBDIVISION

Project No.:	SUB18-008
Description:	A request to subdivide one (1) existing lot into two (2) new lots.
Applicant / Owner:	Andy McAndrews (Terrane, Inc.) / Marlene Wallace
Site Address:	3633 90 th Ave SE, Mercer Island, WA 98040; Identified by King County Assessor tax parcel number 502190-0400.
Zoning District:	Single Family Residential (R-8.4)
Staff Contact:	Andrew Leon, Planner
Exhibits:	<ol style="list-style-type: none">1. Development Application, received by the City of Mercer Island on December 3, 20182. Preliminary Short Plat (Sheets 1 through 5) prepared by Sean A. Roulette-Miller, PLS, of Terrane, Inc., received by the City of Mercer Island on November 5, 20203. Project Narrative, dated November 5, 20204. Title Report dated November 29, 20185. Arborist Report, prepared by Anthony Moran, dated June 1, 20206. Tree Inventory and Replacement Submittal Information for Lot 1, received by the City of Mercer Island on July 6, 20207. Tree Inventory and Replacement Submittal Information for Lot 2, received by the City of Mercer Island on July 6, 20208. Boundary Line Adjustment Map for SUB17-017, as recorded under King County Recorder's file number 20180806900003 on August 6, 20189. Comment Letter from Hanns Hasche-Kluender, received by the City of Mercer Island on August 29, 2019

INTRODUCTION

I. Project Description

The applicant has applied for a Preliminary Short Subdivision to subdivide an existing lot into two new lots. The existing lot has an area of 16,801 square feet and the resulting lots will have areas of 8,401 square feet (Lot 1) and 8,400 square feet (Lot 2). Lots 1 and 2 both abut City right-of-way and are proposed to utilize a shared access easement to access SE 37th St.

II. Site Description and Context

1. The lot proposed to be subdivided is located at 3633 90th Ave SE, at the northwest corner of the intersection of 90th Ave SE and SE 37th St. This site is designated Single-Family Residential (zoned R-8.4).
2. Adjacent properties are also within the R-8.4 zone. All adjacent properties contain residential uses.

FINDINGS OF FACT

III. Application Procedure

1. The application for a Preliminary Short Subdivision was received by the City of Mercer Island on December 3, 2018. The application was determined to be incomplete three times, with Notices of Incomplete Application sent on December 28, 2018, March 25, 2019, and June 25, 2019. Responses to the Notices of Incomplete Application were received on March 11, 2019 and July 18, 2019. The application was determined to be complete on August 1, 2019.
2. Under MICC 19.15.030, Table A, applications for Preliminary Short Subdivisions must undergo Type III review. Type III reviews require notice of application (discussed in Section III.3 of this staff report below). A notice of decision is issued once the project review is complete.
3. The City of Mercer Island provided public notice of application for this Preliminary Short Subdivision application, as set forth in MICC 19.15.090. The comment period for the public notice period lasted for 30 days, from August 12, 2019 to September 11, 2019. The following methods were used for the public notice of application:
 - 1) A mailing sent to neighboring property owners within 300 feet of the subject parcel.
 - 2) A sign posted on the subject parcel.
 - 3) A posting in the City of Mercer Island's weekly permit bulletin.

IV. State Environmental Policy Act (SEPA)

This proposal is categorically exempt from SEPA pursuant to WAC 197-11-800(6)(d).

V. Consistency with the Subdivision Code

1. The general provisions for Short Subdivisions are listed in MICC 19.08.010:
 - a. Land contained in a prior short subdivision may not be further divided in any manner for a period of five years after the recording of the final plat with King County without the filing of a long subdivision plat; however when a short subdivision consists of less than four lots, an alteration to the short subdivision is permitted so long as no more than four lots are created through the total short subdivision process.

Staff Analysis: The subject lot was a part of a lot line revision, recorded in 2018 and processed by the City under file number SUB17-017 (Exhibit 8), to increase the subject lot's area from

16,097 square feet to 16,801 square feet. However, the lot has not been divided in the five years prior to this application. This criterion does not apply.

- b. In their interpretation and application, the provisions of this chapter shall be held to be the minimum requirements adopted for the promotion of the public safety, health, and general welfare. This chapter is not intended to interfere with or abrogate or annul any easements, covenants, conditions, or restrictions created or imposed by plats or deeds or record or by agreements between parties, except where the provisions of this chapter are more restrictive, in which event the provisions of this chapter shall govern.

Staff Analysis: As discussed in Section V.2 of this staff report below, the proposed short subdivision will promote the public safety, health, and general welfare of the City and its citizens, provided the conditions of approval are met.

- c. Preliminary long subdivision and short subdivision applications shall be processed simultaneously with all applications for rezones, variances, planned unit developments, and site plan approvals to the extent the procedural requirements of those actions allow simultaneous action.

Staff Analysis: The applicant has not applied for a rezone, variance, planned unit development, or site plan approval. This criterion does not apply.

- 2. MICC 19.08.020(D) – Findings of Fact. All preliminary approvals or denials of long subdivisions or short subdivisions shall be accompanied by written findings of fact demonstrating that:

- a. Findings of Fact. All preliminary approvals or denials of long subdivisions or short subdivisions shall be accompanied by written findings of fact demonstrating that:

- 1. The project does or does not make appropriate provisions for the public health, safety, and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and schoolgrounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school.

Staff Analysis: Review by the City Engineer, the City Arborist, the Building Official, the Code Official, and the Fire Marshal have been completed to ensure that appropriate provisions for fire protection, ingress/egress access, stormwater, potable water supply, sanitary sewer, and safe/buildable areas and finds that the public health, safety, and general welfare would be protected if the conditions of approval are met.

A review for consistency with the Land Use and Capital Facility Elements of the City's Comprehensive Plan finds that there are no identified needs in the area for parks and recreation, playgrounds, schools and school grounds.

- 2. The public use will or will not be served by approval of the project.

Staff Analysis: The City finds that uncoordinated and unplanned growth pose a threat to the environment, sustainable economic development, and the health, safety, and high quality of life enjoyed by residents of the city. The proposed subdivision would comply with this goal and help to achieve the state mandated population growth targets (RCW 36.70A.215), which have been adopted in the City’s Comprehensive Plan, in a manner consistent with the zoning adopted for the area in 1965 (Ordinance 123).

Goal 2.7 of the Housing Element of the City’s Comprehensive Plan states that the City should “Encourage infill development on vacant or under-utilized sites that are outside of critical areas and ensure that the infill is compatible with the scale and character of the surrounding neighborhoods.” The proposed subdivision is located in a single-family residential zone with adjacent single-family residential uses. The proposed short subdivision would foster infill development on a site with adequate lot area outside of critical areas. The proposed development is single-family and proposed a density that is commensurate with existing development in the vicinity. Therefore, the public use and interest will be served by approval of the project due to compliance with the comprehensive plan, growth targets, and coordinated growth.

3. The project does or does not conform to applicable zoning and land use regulations.

Staff Analysis: As discussed in sections V.2.b and V.3 of this staff report below, this project conforms to applicable zoning and land use regulations.

- b. Short Subdivisions. The code official shall grant preliminary approval for a short subdivision if the application is in proper form and the project complies with the design standards set out in MICC 19.08.030, the comprehensive plan, and other applicable development standards.

Staff Analysis: As discussed in Section V.3 of this staff report below, the proposed short subdivision meets the design standards set out in MICC 19.08.030, and by extension, other applicable development standards in the MICC.

Goal 16.2 of the Land Use Element and goal 2.1 of the Housing Element of the city’s Comprehensive Plan state that the City shall, through zoning and land use regulations provide adequate development capacity to accommodate Mercer Island’s projected share of the King County population growth over the next 20 years. The Land Use Element of the City’s Comprehensive Plan also identified the following issue for land outside the Town Center: The community needs to accommodate two important planning values – maintaining the existing single family character of the Island, while at the same time planning for population and housing growth.

The zoning and Comprehensive Plan designation of the property described in the application is Single-Family Residential R-8.4 (8,400 square foot minimum lot size). The proposed and current use of this property is single-family residential, which is a permitted use in the R-8.4 zone and consistent with the Comprehensive Plan Land Use and Housing elements.

3. MICC 19.08.030 – Design Standards.

- a. Compliance with Other Laws and Regulations. The proposed subdivision shall comply with all other chapters of this title; the Shoreline Management Act; and other applicable city, state, and federal legislation.

Staff Analysis: As discussed in Section III of this staff report above and in Sections V.3.b through V.3.f of this staff report below, the proposed short subdivision complies with all other chapters of Title 19 MICC. The lot to be divided is not within 200 feet of a shoreline, so the Shoreline Management Act does not apply to this project. The project's compliance with state legislation is discussed in Sections IV (compliance with the State Environmental Protection Act as set forth in WAC 197-11-800) and in Section V.1.a (compliance with RCW 58.17.060) of this staff report above.

- b. Public Improvements.

1. The subdivision shall be reconciled as far as possible with current official plans for acquisition and development of arterial or other public streets, trails, public buildings, utilities, parks, playgrounds, and other public improvements.

Staff Analysis: There are no official plans to acquire or develop land in the area of the subdivision for public purposes. This criterion does not apply.

2. If the preliminary plat includes a dedication of a public park with an area of less than two acres and the donor has designated that the park be named in honor of a deceased individual of good character, the city shall adopt the designated name.

Staff Analysis: The preliminary short plat does not include a dedication of a public park. This criterion does not apply.

- c. Control of Hazards.

1. Where the project may adversely impact the health, safety, and welfare of, or inflict expense or damage upon, residents or property owners within or adjoining the project, other members of the public, the state, the city, or other municipal corporations due to flooding, drainage problems, critical slopes, unstable soils, traffic access, public safety problems, or other causes, the city council in the case of a long subdivision, or the code official in the case of a short subdivision, shall require the applicant to adequately control such hazards or give adequate security for damages that may result from the project, or both.

Staff Analysis: The City of Mercer Island Engineering Division conducted a review of the preliminary engineering plan and will identify applicable stormwater mitigation measures at the time of building permit review. If these measures are implemented as required, potential flooding or drainage problems would be adequately controlled.

2. If there are soils or drainage problems, the city engineer may require that a Washington registered civil engineer perform a geotechnical investigation of each lot in the project. The report shall recommend the corrective action likely to prevent damage to the areas where such soils or drainage problems exist. Storm water shall be managed in accordance

with Chapter 15.09 MICC and shall not increase likely damage to downstream or upstream facilities or properties.

Staff Analysis: This site does not contain mapped geologically hazardous areas, so a geotechnical investigation was not conducted as a part of the preliminary short subdivision review. The City of Mercer Island Engineering Division conducted a review of the preliminary short subdivision and provided a condition that the new storm drainage systems for the lots resulting from the short subdivision shall be designed according to MICC 15.09. As conditioned, this criterion is met.

3. Alternative tightline storm drains to Lake Washington shall not cause added impact to the properties, and the applicant shall submit supportive calculations for storm drainage detention.

Staff Analysis: The applicant is not proposing to tightline storm drains to Lake Washington. This criterion does not apply.

d. Streets, Roads and Rights-of-Way.

1. The width and location of rights-of-way for major, secondary, and collector arterial streets shall be as set forth in the comprehensive arterial plan.

Staff Analysis: Rights-of-way for major, secondary, and collector arterial streets are not proposed as a part of this short subdivision. This criterion does not apply.

2. Public rights-of-way shall comply with the requirements set out in MICC 19.09.030.

Staff Analysis: The applicant has not proposed public rights-of-way as a part of this project. This criterion does not apply.

3. Private access roads shall meet the criteria set out in MICC 19.09.040.

Staff Analysis: Private roads have not been proposed as a part of this short subdivision. This criterion does not apply.

4. Streets of the proposed subdivision shall connect with existing improved public streets, or with existing improved private access roads subject to easements of way in favor of the land to be subdivided.

Staff Analysis: Lots 1 and 2 both abut SE 37th St. Lot 2 also abuts 90th Ave SE. Both lots are proposed to gain access from SE 37th St via a shared access easement. This criterion is met.

e. Residential Lots.

1. The area, width, and depth of each residential lot shall conform to the requirements for the zone in which the lot is located. Any lot which is located in two or more zones

shall conform to the zoning requirements determined by the criteria set out in MICC 19.01.040(G)(2).

Staff Analysis: The proposed Lots 1 and 2 will be located in the R-8.4 zoning district. The lot area, lot width, and lot depth standards are listed in MICC 19.02.020(A). These standards, as well as their respective values for Lots 1 and 2 are listed in the table below.

	Standard in MICC 19.02.020(A)	Lot 1	Lot 2
Lot Area	8,400 square feet	8,401 square feet	8,400 square feet
Lot Width	60 feet	73.23 feet	73.59 feet
Lot Depth	80 feet	114.67 feet	114.75 feet

As shown in the above table, Lots 1 and 2 will meet the lot area, lot width, and lot depth requirements as set forth in MICC 19.02.020(A). This criterion is met.

2. Each side line of a lot shall be approximately perpendicular or radial to the center line of the street on which the lot fronts.

Staff Analysis: The front yards of both Lots 1 and 2 abut SE 37th St. The interior side lot lines of both lots are perpendicular to the centerline of SE 37th St. This criterion is met.

3. The proposed subdivision shall identify the location of building pads for each proposed lot per MICC 19.09.090. No cross-section dimension of a designated building pad shall be less than 20 feet in width.

Staff Analysis: The proposed building pads for Lots 1 and 2 are shown on Sheet 4 of Exhibit 2. As shown, no cross-section of either building pad is less than 20 feet in width. This criterion is met.

4. The proposed subdivision shall incorporate preferred development practices pursuant to MICC 19.09.100 where feasible.

MICC 19.09.100 requires developers to incorporate the following development practices where feasible:

- A. Use common access drives and utility corridors.

Staff Analysis: The preliminary short plat (Exhibit 2) and the project narrative (Exhibit 3) indicate that Lots 1 and 2 will use a shared driveway easement to gain access onto SE 37th St. This decision conditions that a note be placed on the face of the short plat stating that both Lots 1 and 2 shall use this shared driveway easement as access onto the City roadway network.

The applicant has proposed a 10-foot drainage easement across the northern edge of Lots 1 and 2. If feasible, both lots shall use this easements as a common utility corridor.

- B. Development, including roads, walkways and parking areas in critical areas, should be avoided, or if not avoided, adverse impacts to critical areas will be mitigated to the greatest extent reasonably feasible.

Staff Analysis: The City of Mercer Island’s GIS does not show any critical areas on the subject lot. The GIS data has not been field verified for every property on Mercer Island and is intended to be used for screening purposes only. Pursuant to MICC 19.07.070(A), it is the responsibility of the applicant to disclose to the city the presence of critical areas on the development proposal site. If critical areas are found on the site in the future, development will be required to meet the City’s critical areas code.

- C. Retaining walls should be designed to minimize grading, including the placement of fill, on or near an existing natural slope.

Staff Analysis: Retaining walls have not been proposed at this phase of development. If retaining walls are proposed in the future, they should be designed to minimize grading on or near an existing natural slope if feasible.

- 5. The proposed subdivision shall be designed to comply with the provisions of Chapter 19.10 MICC.

Staff Analysis: This proposal was reviewed by the City Arborist for compliance with Chapter 19.10 MICC. The City arborist has indicated that tree retention is required for this development proposal under MICC 19.10.060(A)(1)(c) and that trees marked for retention on the preliminary short plat may not be removed unless otherwise approved by the City Arborist. This criterion is met, subject to the condition below.

f. Design Standards for Special Conditions.

- 1. Subdivisions abutting an arterial street as shown on the comprehensive arterial plan shall be oriented to require the rear or side portion of the lots to abut the arterial and provide for internal access streets.

Staff Analysis: The lot to be subdivided does not abut an arterial street as shown in the comprehensive arterial plan. This criterion does not apply.

- 2. Where critical areas meeting the criteria set out in Chapter 19.07 MICC are present within the subdivision, the code official or city council may:
 - i. Require that certain portions of the long subdivision or short subdivision remain undeveloped with such restrictions shown on the official documents;
 - ii. Increase the usual building set-back requirements; and/or
 - iii. Require appropriate building techniques to reduce the impact of the site development.

Staff Analysis: The City of Mercer Island GIS does not show critical areas on the subject lot. The GIS data has not been field verified for every property on Mercer Island and is intended to be for screening purposes only. Pursuant to MICC 19.07.070(A), it is the responsibility of the applicant to disclose to the City the presence of critical areas on the development proposal site. If critical areas are found on the site in future, development will need to meet the City’s critical areas code.

CONCLUSIONS OF LAW

Based on the above Findings of Fact, the following Conclusions of Law have been made:

1. The proposed subdivision is consistent with, and therefore would comply with, the arterial, capital facility, and land use elements of the Comprehensive Plan. Additionally, the proposed short plat would be consistent with, and therefore comply with all other chapters of the development code, the Shoreline Management Act, and other applicable regulations, subject to the conditions of approval.
2. The use of this property is residential, which is a permitted use in the underlying zone. The residential proposal in the underlying zone is consistent with the adopted current and official Comprehensive Plan land use element, and plans for arterial streets, trails, public facilities, utilities, parks and playgrounds, subject to the conditions of approval.
3. The public health and welfare will be served by the approval of the project because it will provide additional housing to meet the City’s growth management targets, and provide improved drainage along the adjacent right-of-way. The residential proposal does not create any adverse impacts to health, safety or welfare or inflict damage to adjacent properties or the public interests for flooding, drainage, slopes, unstable soils, traffic, public safety or other causes, subject to the conditions of approval.
4. The proposed short plat is consistent with the requirement for streets, roads, and rights-of-way if the requirements of the City of Mercer Island Engineering Department are met for this short plat.
5. The proposal meets the minimum lot area, width, and depth of each residential lot for the zone in which the lots are located, and complies with all applicable zoning regulations.
6. Appropriate provisions are made for the public health, safety, and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school; and (b) the public use and interest will be served by the platting of such subdivision and dedication.

CONDITIONS OF APPROVAL

The following conditions shall be binding on the “Applicant,” which shall include the owner or owners of the property, heirs, assign and successors.

General

1. The final plat shall be designed substantially in conformance with the preliminary plat of record submitted as part of this short plat application, Exhibit 2, and as required to be amended by the Conditions of Approval.
2. The proposed and future development of this property shall comply with the zoning district or as amended at the time of development.
3. The removal of native vegetation is to be minimized and limited to active construction areas.
4. The applicant has five years to submit a final plat meeting all requirements of the Conditions of Approval. A plat that has not been recorded within five years after its preliminary approval shall expire, becoming null and void.
5. Land contained in the short subdivision may not be further divided in any manner for a period of five years after the recording of the final plat with King County without the filing of a long subdivision plat; however, an alteration to the short subdivision is permitted so long as no more than four lots are created through the total short subdivision process.
6. The following note shall be shown on the face of the plat:
 - a. Lots 1 and 2 shall access SE 37th St using the proposed shared driveway easement.

Arborist

7. No tree identified for retention may be removed unless otherwise approved by the City Arborist.

Engineering

8. Show all the existing and proposed easements on the final plat. Clearly indicate that all easements are private easements.
9. Easements for utilities and storm drainage facilities shall be depicted on the face of the Final Plat. Language which indicates joint rights and responsibilities of each lot with respect to all utilities and roadways shall be shown along with individual lot Joint Maintenance Easement Agreements (where applicable) for all shared usage and filed with the King County Recorder and noted on the final plat. The easement notation shall indicate whether the easement is public or private, existing or proposed.
10. The Final Plat shall be prepared in conformance with Title 58 RCW and surveys shall comply with Chapter 332-130 WAC. Provide the final plat as a PDF file in addition to the hardcopy. Submit using Mercer Island's datum and tie the plat to at least two monuments.
11. A City of Mercer Island title block for approval signatures (Planner and City Engineer) shall be provided on the final plat along with the designated short plat number.
12. Drainage requirement: The new storm drainage systems for Lot 1 and Lot 2 shall be designed according to MICC 15.09. If the new storm drainage system is a combined system for Lot 1 and Lot 2, then the combined storm drainage system shall be constructed and approved prior to record the final plat. A Site Development Permit for the plat improvements is required prior to record the plat. If the new storm

drainage systems for Lot 1 and Lot 2 are totally separate systems, then the individual storm drainage system construction for each Lot can be deferred to the future building permit for the individual lot. The two separate storm drainage systems are not required to be constructed prior to record the final plat.

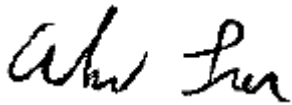
13. Sanitary sewer connections for Lot 1 and Lot 2 must meet the current city standards. The design shall be prepared by a civil engineer licensed by the State of Washington. If a shared side sewer system is a proposed for Lot 1 and Lot 2, then the shared side sewer shall be constructed and approved prior to record the final plat. A Site Development Permit for the plat improvements is required prior to record the plat. If the side sewer systems for Lot 1 and Lot 2 are totally separate systems, then the individual side sewer construction for each Lot can be deferred to the future building permit for the individual lot. The two separate side sewers are not required to be constructed prior to record the final plat.
14. The water system for Lot 1 and Lot 2 can be deferred to the future building permits for the individual lots.
15. The following notes shall be shown on the face of the plat:
 - a. Maintenance and repair of joint use side sewers (sewer lines from the building to the City sewer main), shared roads, access easements, storm drainage facilities shall be the responsibility of the owners of each lot served (with the exception that owners of any lot which is lower in elevation shall not be responsible for that portion of a private side sewer above their connection.) In the event that maintenance and repair of any facilities enumerated above are not performed to the satisfaction of the City Engineer, after a timely demand has been made for such action, the City or its agent shall have the right to enter upon the premises and perform the necessary maintenance and repair to protect the safety and general welfare of the public and shall have the right to charge the owner of each lot an equal share of the total maintenance and repair costs. The City or the owner of any lot within this Short plat shall have the right to bring action in Superior Court to require any maintenance or repair and to recover the costs incurred in making or effecting repairs to improvements.
 - b. The monitoring, cleaning, maintenance and repair of storm drainage systems in accordance with City Ordinance No. 95C-118 is required for all lot owners within this Plat to control stormwater runoff and control erosion and flooding downstream. All costs related to stormwater runoff control shall be borne by the owners of each lot in equal share. This obligation shall be recorded separately with each individual lot sale and shall travel with the land.
 - c. All staging for construction shall occur on site and shall not be located in the public right-of-way.
 - d. Prior to the issuance of a building permit, each application shall be accompanied with a temporary erosion and sedimentation control plan, clearing and grading plan, access and utility service plan, a landscape plan (which shall identify existing vegetation to be retained, limits of all clearing and grading), and a schedule for the construction. The applicant's Civil Engineer, experienced in soils geology and mechanics, shall review the proposed site and building construction and provide recommendations that will limit site disturbance, minimize risk of soils movement, evaluate site slope stability and define materials and construction practices for the work. The Building Official may require that the Engineer be present during construction, monitor the work, and recommend special techniques or mitigating measures. The costs associated with the Engineer's monitoring and mitigation measures shall be borne by the applicant.

- e. No permanent landscaping, structures, or fences shall be placed on or within public utility or storm drainage easements without the written approval of the City Engineer. If in the opinion of the City Engineer, utilities or storm drainage facilities require maintenance, repair or replacement, the City or its agent shall have the right to enter those lots adjoining the facility for the purpose of maintaining, repairing, relocating or replacing said facilities. Lot owners shall be responsible for the restoration of any private improvements or landscaping within said easements.
- f. Installation of landscaping and/or structures including trees, shrubs, rocks, berms, walls, gates, and other improvements are not allowed within the public right-of-way without an approved encroachment agreement from the City prior to the work occurring.

DECISION

Based upon the above noted Findings of Fact and Conclusions of Law, Preliminary Short Subdivision application SUB18-008, as depicted in Exhibit 2, is hereby **APPROVED**. This decision is final, unless appealed in writing consistent with adopted appeal procedures, MICC 19.15.130, and all other applicable appeal regulations.

Approved this 4th day of January, 2021



Andrew Leon
Planner
Community Planning & Development
City of Mercer Island

If you desire to file an appeal, you must submit the appropriate form, available from the department of Community Planning and Development, and file it with the City Clerk within fourteen (14) days from the date after the notice of decision is made available to the public and applicant pursuant to MICC 19.15.120. Upon receipt of a timely complete appeal application and appeal fee, an appeal hearing will be scheduled. To reverse, modify or remand this decision, the appeal hearing body must find that there has been substantial error, the proceedings were materially affected by irregularities in procedure, the decision was unsupported by material and substantial evidence in view of the entire record, or the decision is in conflict with the city's applicable decision criteria.

Please note that the City will provide notice of this decision to the King County Department of Assessment, as required by State Law (RCW 36.70B.130). Pursuant to RCW 84.41.030(1), affected property owners may request a change in valuation for property tax purposes notwithstanding any program of revaluation by contacting the King County Department of Assessment at (206) 296-7300.

**CITY OF MERCER ISLAND
DEVELOPMENT SERVICES GROUP**

9611 SE 36TH STREET | MERCER ISLAND, WA 98040
PHONE: 206.275.7605 | www.mercergov.org



CITY USE ONLY		
PERMIT #	RECEIPT #	FEE

Date Received:

DEVELOPMENT APPLICATION	Received By:
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STREET ADDRESS/LOCATION 3633 90TH AVE SE		ZONE R-8.4	
COUNTY ASSESSOR PARCEL #'S 5021900400		PARCEL SIZE (SQ. FT.) 16,801 SF (0.39 Ac)	
PROPERTY OWNER (required) MARLENE WALLACE	ADDRESS (required) 3633 90TH AVE SE Mercer Island, WA 98040	CELL/OFFICE (required) 206-295-8795 E-MAIL (required) thedancer.marlene@gmail.com	
PROJECT CONTACT NAME Andy McAndrews TERRANE, Inc	ADDRESS 10801 Main St, Suite 102 Bellevue, WA 98004	CELL/OFFICE 425-233-6089 E-MAIL andvm@terrane.net	
TENANT NAME TY RICE owner: Marlene Wallace	ADDRESS PO Box 838 3633 90th Ave SE Mercer Island, WA 98040	CELL PHONE 206-910-5444 E-MAIL TY@TYRICE.NET	

DECLARATION: I HEREBY STATE THAT I AM THE OWNER OF THE SUBJECT PROPERTY OR I HAVE BEEN AUTHORIZED BY THE OWNER(S) OF THE SUBJECT PROPERTY TO REPRESENT THIS APPLICATION, AND THAT THE INFORMATION FURNISHED BY ME IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Marlene Wallace
SIGNATURE

11-29-18
DATE

PROPOSED APPLICATION(S) AND CLEAR DESCRIPTION OF PROPOSAL (PLEASE USE ADDITIONAL PAPER IF NEEDED):
2-LOT SHORT SUBDIVISION; EXISTING STRUCTURES TO BE REMOVED. SEE PROJECT NARRATIVE FOR ADDITIONAL DETAILS

ATTACH RESPONSE TO DECISION CRITERIA IF APPLICABLE

CHECK TYPE OF LAND USE APPROVAL REQUESTED:

<p>APPEALS</p> <p><input type="checkbox"/> Building (+cost of file preparation)</p> <p><input type="checkbox"/> Code Interpretation</p> <p><input type="checkbox"/> Land use (+cost of verbatim transcript)</p> <p><input type="checkbox"/> Right-of-Way Use</p> <p>CRITICAL AREAS</p> <p><input type="checkbox"/> Determination</p> <p><input type="checkbox"/> Reasonable Use Exception</p> <p>DESIGN REVIEW</p> <p><input type="checkbox"/> Administrative Review</p> <p><input type="checkbox"/> Design Review- Major</p> <p><input type="checkbox"/> Design Review - Minor</p> <p><input type="checkbox"/> Design Review - Study Session</p> <p>SUBDIVISION SHORT PLAT</p> <p><input checked="" type="checkbox"/> Short Plat</p> <p><input type="checkbox"/> Short Plat Amendment</p> <p><input type="checkbox"/> Deviation of Acreage Limitation</p> <p><input type="checkbox"/> Final Short Plat Approval</p>	<p>DEVIATIONS</p> <p><input type="checkbox"/> Changes to Antenna requirements</p> <p><input type="checkbox"/> Changes to Open Space</p> <p><input type="checkbox"/> Critical Areas Setback</p> <p><input type="checkbox"/> Wet Season Construction Moratorium</p> <p>ENVIRONMENTAL REVIEW (SEPA)</p> <p><input type="checkbox"/> Checklist: Single Family Residential Use</p> <p><input type="checkbox"/> Checklist: Non-Single Family Residential Use</p> <p><input type="checkbox"/> Environmental Impact Statement</p> <p>SHORELINE MANAGEMENT</p> <p><input type="checkbox"/> Exemption</p> <p><input type="checkbox"/> Semi-Private Recreation Tract (modification)</p> <p><input type="checkbox"/> Semi-Private Recreation Tract (new)</p> <p><input type="checkbox"/> Substantial Dev. Permit</p> <p>SUBDIVISION LONG PLAT</p> <p><input type="checkbox"/> Long Plat</p> <p><input type="checkbox"/> Subdivision Alteration to Existing Plat</p> <p><input type="checkbox"/> Final Subdivision Review</p>	<p>WIRELESS COMMUNICATIONS FACILITIES</p> <p><input type="checkbox"/> Wireless Communications Facilities- 6409 Exemption</p> <p><input type="checkbox"/> New Wireless Communications Facility</p> <p>VARIANCES (Plus Hearing Examiner Fee)</p> <p><input type="checkbox"/> Type 1**</p> <p><input type="checkbox"/> Type 2***</p> <p>OTHER LAND USE</p> <p><input type="checkbox"/> Accessory Dwelling Unit</p> <p><input type="checkbox"/> Code Interpretation Request</p> <p><input type="checkbox"/> Comprehensive Plan Amendment (CPA)</p> <p><input type="checkbox"/> Conditional Use (CUP)</p> <p><input type="checkbox"/> Lot Line Revision/ Lot Consolidation</p> <p><input type="checkbox"/> Noise Exception</p> <p><input type="checkbox"/> Reclassification of Property (Rezoning)</p> <p><input type="checkbox"/> ROW Encroachment Agreement (requires separate ROW Use Permit)</p> <p><input type="checkbox"/> Zoning Code Text Amendment</p>
--	--	---

**Includes all variances of any type or purpose in all zones other than single family residential zone: B,C-O,PBZ,MF-2,MF2L,MF-2L, MF-3,TC,P)
***Includes all variances of any type or purpose in single family residential zone: R-8.4, R-9.6, R-12, R-15)

WALLACE PRELIMINARY SHORT PLAT MERCER ISLAND SHORT PLAT NO. SUB18-008

DECLARATION

WE THE UNDERSIGNED OWNER(S) IN FEE SIMPLE [AND CONTRACT PURCHASER(S)] OF THE LAND HEREIN DESCRIBED, DO HEREBY MAKE A SHORT SUBDIVISION THEREOF PURSUANT TO RCW 58.17.060 AND DECLARE THIS SHORT SUBDIVISION TO BE THE GRAPHIC REPRESENTATION OF THE SAME, AND THAT SAID SHORT SUBDIVISION IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE OWNER(S).

IN WITNESS WHEREOF WE HAVE SET OUR HANDS AND SEALS.

BY: _____
MARLENE A. WALLACE

ACKNOWLEDGEMENTS

STATE OF WASHINGTON }
 } SS.
COUNTY OF KING }

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT MARLENE A. WALLACE IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT SHE SIGNED THIS INSTRUMENT, ON OATH STATED THAT SHE ACKNOWLEDGED IT TO BE HER FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

PRINTED NAME _____
MY COMMISSION EXPIRES _____

CITY OF MERCER ISLAND APPROVALS

EXAMINED AND APPROVED THIS _____ DAY OF _____, 20____.

CODE OFFICIAL

EXAMINED AND APPROVED THIS _____ DAY OF _____, 20____.

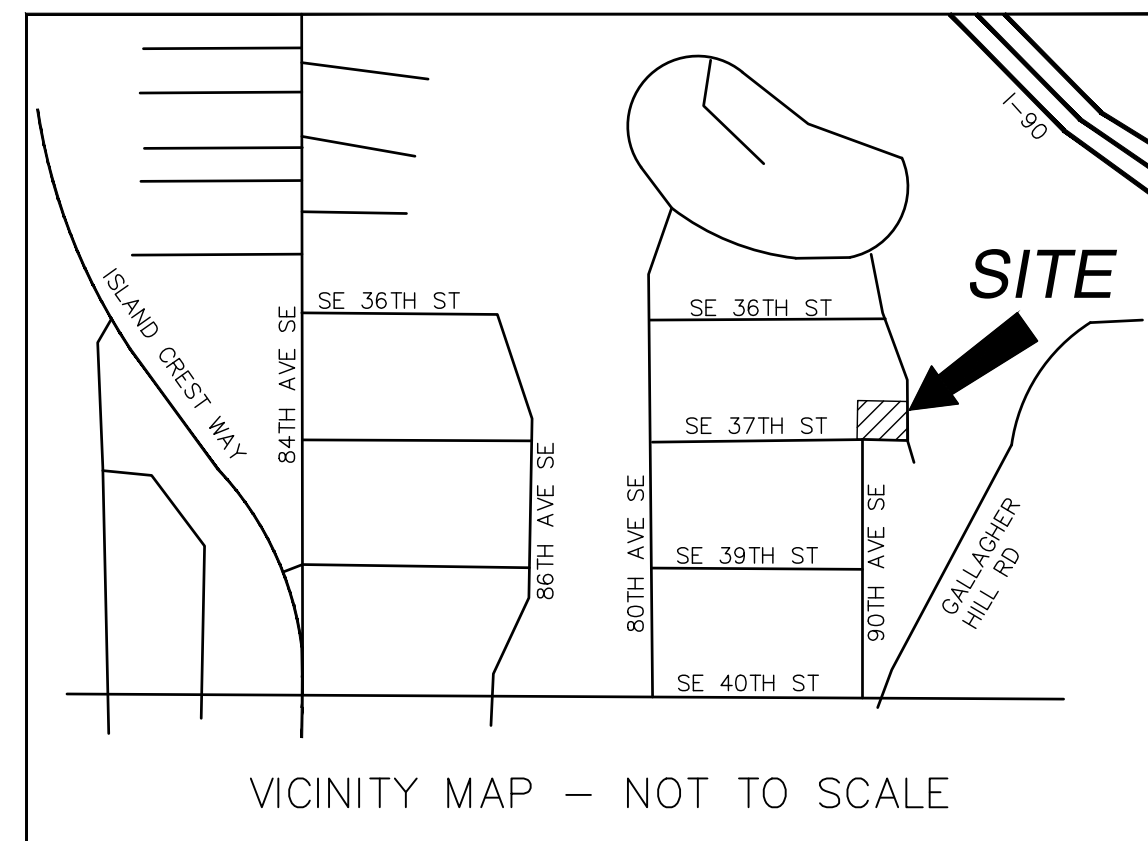
CITY ENGINEER

KING COUNTY DEPARTMENT OF ASSESSMENTS

EXAMINED AND APPROVED THIS _____ DAY OF _____, 20____.

ASSESSOR DEPUTY ASSESSOR

TAX PARCEL NO. 5021900400



BASIS OF BEARINGS

NAD 83(91) WASHINGTON NORTH STATE PLANE COORDINATES PER GPS OBSERVATIONS.

SURVEY NOTES

1. THE SURVEY SHOWN HEREON WAS PERFORMED IN JANUARY OF 2017. THE FIELD DATA WAS COLLECTED AND RECORDED ON MAGNETIC MEDIA THROUGH AN ELECTRONIC THEODOLITE. THE DATA FILE IS ARCHIVED ON DISC OR CD. WRITTEN FIELD NOTES MAY NOT EXIST.
2. ALL TITLE INFORMATION SHOWN ON THIS MAP HAS BEEN EXTRACTED FROM CHICAGO TITLE INSURANCE COMPANY'S "SUBDIVISION GUARANTEE", ORDER NO. 0113565-ETU, DATED NOVEMBER 29, 2018 IN PREPARING THIS MAP, TERRANE, INC. HAS CONDUCTED NO INDEPENDENT TITLE SEARCH NOR IS TERRANE, INC. AWARE OF ANY TITLE ISSUES AFFECTING THE SURVEYED PROPERTY OTHER THAN THOSE SHOWN ON THE MAP AND DISCLOSED BY THE REFERENCED "SUBDIVISION GUARANTEE." TERRANE, INC. HAS RELIED WHOLLY ON CHICAGO TITLE INSURANCE COMPANY'S REPRESENTATIONS OF THE TITLE'S CONDITION TO PREPARE THIS SURVEY AND TERRANE, INC. QUALIFIES THE MAP'S ACCURACY AND COMPLETENESS TO THAT EXTENT.
3. INSTRUMENTATION FOR THIS SURVEY WAS A TRIMBLE ELECTRONIC DISTANCE MEASURING UNIT. PROCEDURES USED IN THIS SURVEY WERE DIRECT AND REVERSE ANGLES, NO CORRECTION NECESSARY. MEETS STATE STANDARDS SET BY WAC 332-130-090.

Terrane
10801 Main Street, Suite 102, Bellevue, WA 98004
phone 425.458.4488 support@terrane.net
www.terrane.net



CITY OF MERCER ISLAND SUB18-008
SE 1/4, SW 1/4, SEC. 07, T. 24N., R. 05E., W.M.
WALLACE PRELIMINARY SHORT PLAT
PARCEL NO. 5021900400
MERCER ISLAND, 3633 90TH AVE SE
WA

RECORDER'S CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____, 20____ AT _____ M.
IN BOOK _____ OF SURVEYS. AT PAGE _____, AT THE REQUEST
OF TERRANE, INC.

MANAGER SUPT. OF RECORDS

SURVEYOR'S CERTIFICATE

THIS LOT LINE REVISION CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE APPROPRIATE STATE AND COUNTY STATUTE AND ORDINANCE AT THE REQUEST OF RKK CONSTRUCTION IN AUGUST OF 2018.

SEAN A. ROULETTE-MILLER, CERTIFICATE NO. 81500 DATE

REFERENCES

1. RECORD OF SURVEY, BOOK 245, PAGE 175, RECORDS OF KING COUNTY, WASHINGTON.
2. RECORD OF SURVEY, BOOK 270, PAGE 043, RECORDS OF KING COUNTY, WASHINGTON.
3. RECORD OF SURVEY, BOOK 199, PAGE 255, RECORDS OF KING COUNTY, WASHINGTON.
4. LOT LINE REVISION NO. SUB17-017, RECORDING NO. 2018080690003, RECORDS OF KING COUNTY, WASHINGTON.

JOB NO.: **161347**

DATE: 11/5/20

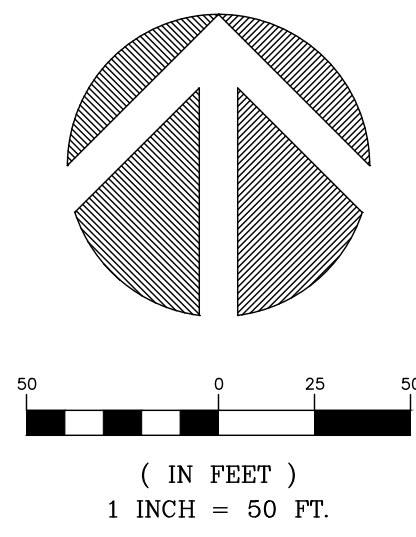
DRAFTED BY: TLR

CHECKED BY: SRM

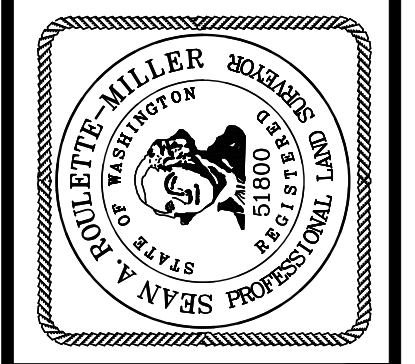
SCALE: 1" = N.T.S.

MERCER ISLAND
SHORT PLAT NO. SUB18-008

CONTROL MAP

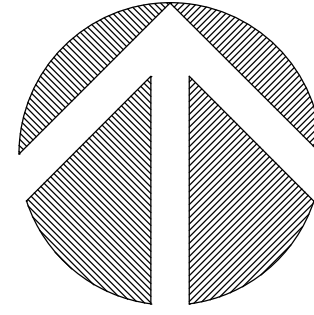


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CITY OF MERCER ISLAND SUB18-008
 SE 1/4, SW 1/4, SEC. 07, T. 24N., R. 05E., W.M.
WALLACE PRELIMINARY SHORT PLAT
 PARCEL NO. 5021900400
 MERCER ISLAND, 3633 90TH AVE SE WA

JOB NO.:	161347
DATE:	11/5/20
DRAFTED BY:	TLR
CHECKED BY:	SRM
SCALE:	1" = 50'
2 OF 5	

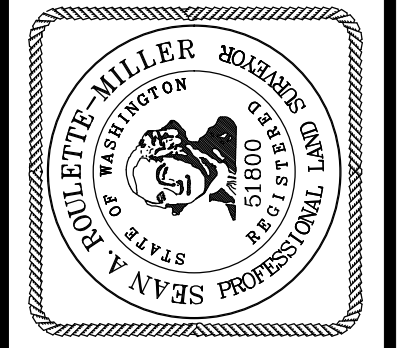


(IN FEET)
1 INCH = 20 FT.

LEGAL DESCRIPTIONS

PARCEL B, CITY OF MERCER ISLAND LOT LINE REVISION NO. SUB17-017, RECORDED UNDER RECORDING NO. 20180806900003, RECORDS OF KING COUNTY, WASHINGTON.

(LOT 14 AND THE EASTERLY 45 FEET OF THE SOUTH 110 FEET OF LOT 15, BLOCK 3, MADRONA CREST ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 42 OF PLATS, PAGE 12, IN KING COUNTY, WASHINGTON; TOGETHER WITH THAT PORTION OF LOTS 13 AND 15 IN SAID BLOCK 3, DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 13; THENCE NORTH 88°43'22" WEST, ALONG THE SOUTH LINE OF SAID LOT 13, AND ALONG SAID SOUTH LINE EXTENDED WEST, A DISTANCE OF 146.83 FEET; THENCE NORTH 01°12'58" EAST 4.71 FEET; THENCE SOUTH 88°47'12" EAST 146.83 FEET, TO A POINT ON THE EAST LINE OF SAID LOT 13; THENCE SOUTH 01°12'48" WEST, ALONG THE EAST LINE OF SAID LOT 13, A DISTANCE OF 4.87 FEET, TO THE POINT OF BEGINNING.)



CITY OF MERCER ISLAND SUB18-008
SE 1/4, SW 1/4, SEC. 07, T. 24N., R. 05E., W.M.
WALLACE PRELIMINARY SHORT PLAT
PARCEL NO. 5021900400
MERCER ISLAND, 3633 90TH AVE SE WA

JOB NO.: 161347

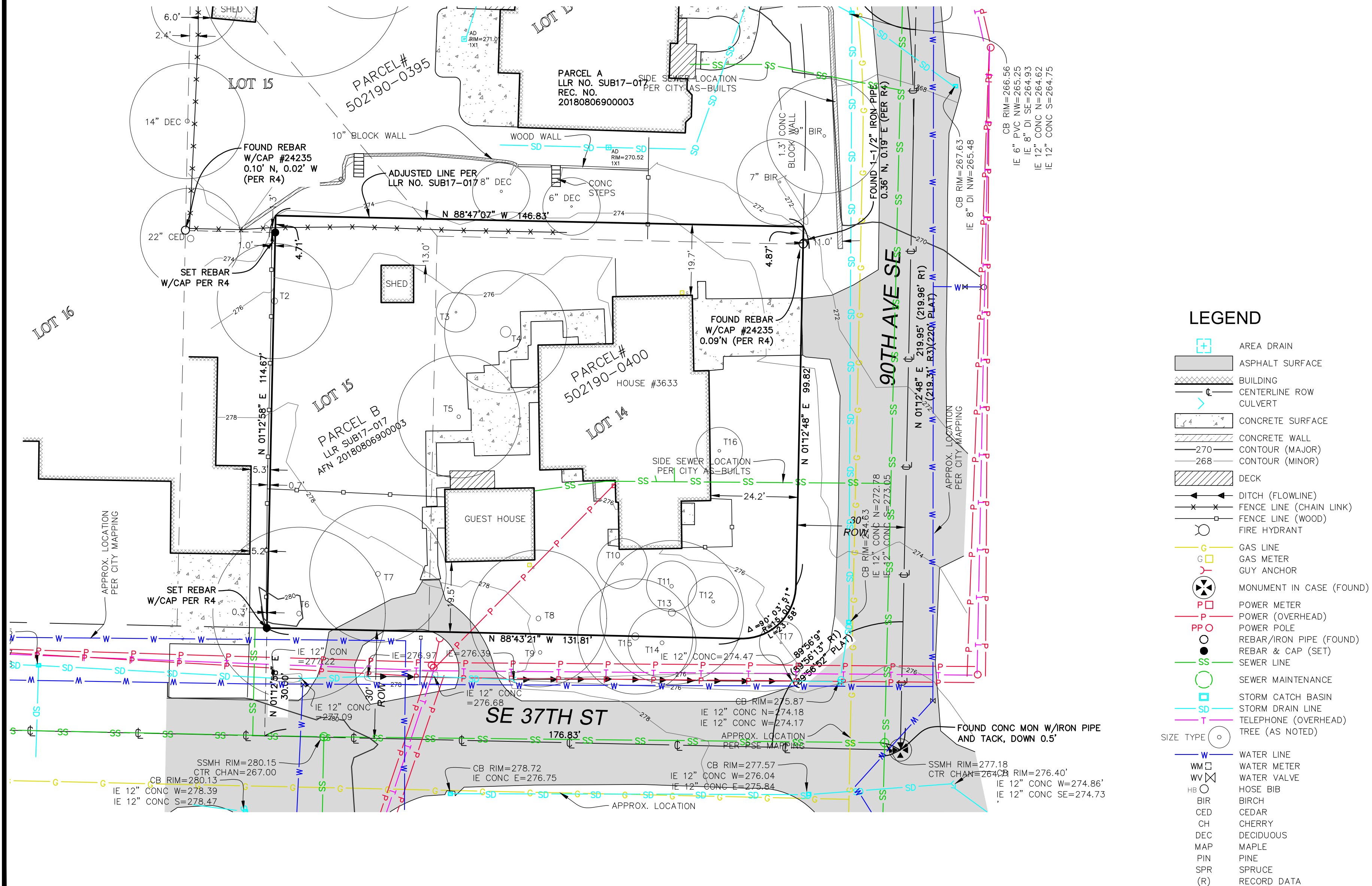
DATE: 11/5/20

DRAFTED BY: TLR

CHECKED BY: SRM

SCALE: 1" = 20'

3 OF 5



LEGEND

- AREA DRAIN
- ASPHALT SURFACE
- BUILDING
- CENTERLINE ROW
- CULVERT
- CONCRETE SURFACE
- CONCRETE WALL
- 270 CONTOUR (MAJOR)
- 268 CONTOUR (MINOR)
- DECK
- DITCH (FLOWLINE)
- FENCE LINE (CHAIN LINK)
- FENCE LINE (WOOD)
- FIRE HYDRANT
- GAS LINE
- GAS METER
- GUY ANCHOR
- MONUMENT IN CASE (FOUND)
- POWER METER
- POWER (OVERHEAD)
- POWER POLE
- REBAR/Iron PIPE (FOUND)
- REBAR & CAP (SET)
- SEWER LINE
- SEWER MAINTENANCE
- STORM CATCH BASIN
- STORM DRAIN LINE
- TELEPHONE (OVERHEAD)
- TREE (AS NOTED)
- WATER LINE
- WATER METER
- WATER VALVE
- HOSE BIB
- BIRCH
- CEDAR
- CHERRY
- DECIDUOUS
- MAPLE
- PINE
- SPRUCE
- (R) RECORD DATA

MERCER ISLAND
SHORT PLAT NO. SUB18-008

SITE PLAN

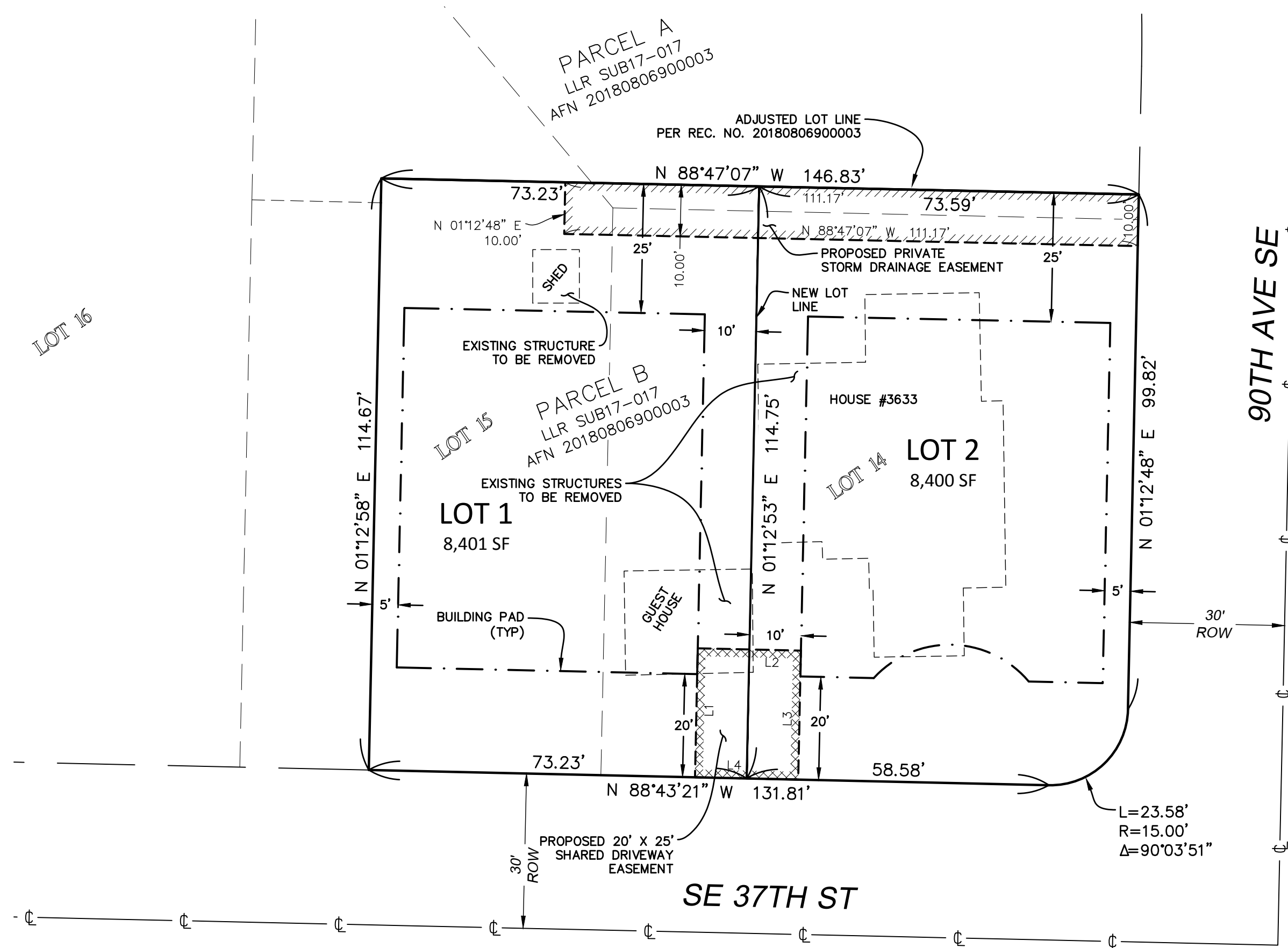
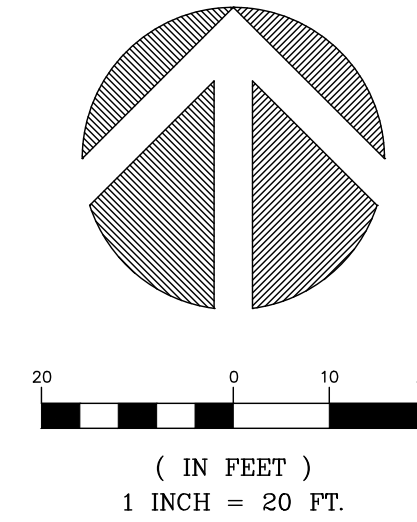
NEW LEGAL DESCRIPTIONS

LOT 1
THAT PORTION OF PARCEL B, CITY OF MERCER ISLAND LOT LINE REVISION NO. SUB17-017, RECORDED UNDER RECORDING NO. 20180806900003, RECORDS OF KING COUNTY, WASHINGTON, LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:
COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL B;
THENCE NORTH 88°47'07" WEST, ALONG THE NORTH LINE OF SAID PARCEL B, A DISTANCE OF 73.59 FEET, TO THE POINT OF BEGINNING;
THENCE SOUTH 01°12'53" WEST, A DISTANCE OF 114.75 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL B AND THE TERMINUS OF SAID LINE.

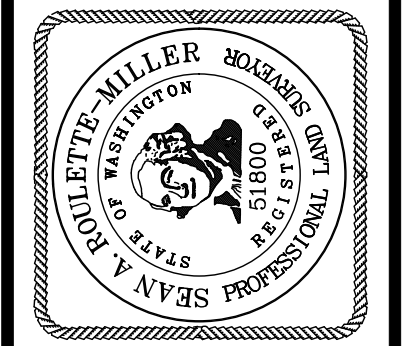
LOT 2
THAT PORTION OF PARCEL B, CITY OF MERCER ISLAND LOT LINE REVISION NO. SUB17-017, RECORDED UNDER RECORDING NO. 20180806900003, RECORDS OF KING COUNTY, WASHINGTON, LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:
COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL B;
THENCE NORTH 88°47'07" WEST, ALONG THE NORTH LINE OF SAID PARCEL B, A DISTANCE OF 73.59 FEET, TO THE POINT OF BEGINNING;
THENCE SOUTH 01°12'53" WEST, A DISTANCE OF 114.75 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL B AND THE TERMINUS OF SAID LINE.

DRIVEWAY EASEMENT LINE TABLE

L1	N 01°12'35" E	25.00'
L2	N 88°47'07" W	20.00'
L3	N 01°12'35" E	25.00'
L4	N 88°47'07" W	20.00'



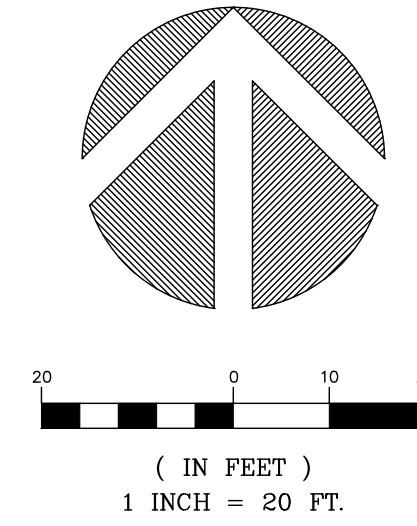
Terrane
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CITY OF MERCER ISLAND SUB18-008
SE 1/4, SW 1/4, SEC. 07, T. 24N., R. 05E., W.M.
WALLACE PRELIMINARY SHORT PLAT
PARCEL NO. 5021900400
MERCER ISLAND, 3633 90TH AVE SE WA

JOB NO.:	161347
DATE:	11/5/20
DRAFTED BY:	TLR
CHECKED BY:	SRM
SCALE:	1" = 20'
4 OF 5	

TREE RETENTION PLAN



TREE INVENTORY
PER ARBORIST REPORT BY SUPERIOR NW ENTERPRISES
DATED JUNE 1, 2020

ID#	DIA	TYPE	RETAINED
T1	N/A	OFFSITE	N/A
T2	22"	DOGWOOD	
T3	8"	WEeping CHERRY	
T4	27"	SIBERIAN ELM	
T5	14"	JAPANESE VINE MAPLE	
T6	12"+13"+16"	BIG LEAF MAPLE	
T7	15"+17.5"+18"	BIG LEAF MAPLE	
T8	16"	APPLE	
T9	N/A	STUMP	
T10	16"	FRUITING PEAR	
T11	10"	COLORADO BLUE SPRUCE	
T12	9"	SCOTT'S PINE	X
T13	24"	DOUGLAS FIR	X
T14	13"	WHITE SPRUCE	X
T15	11"+16"	WHITE SPRUCE	X
T16	12"	WEeping BEECH	
T17	6"	JAPANESE VINE MAPLE	X

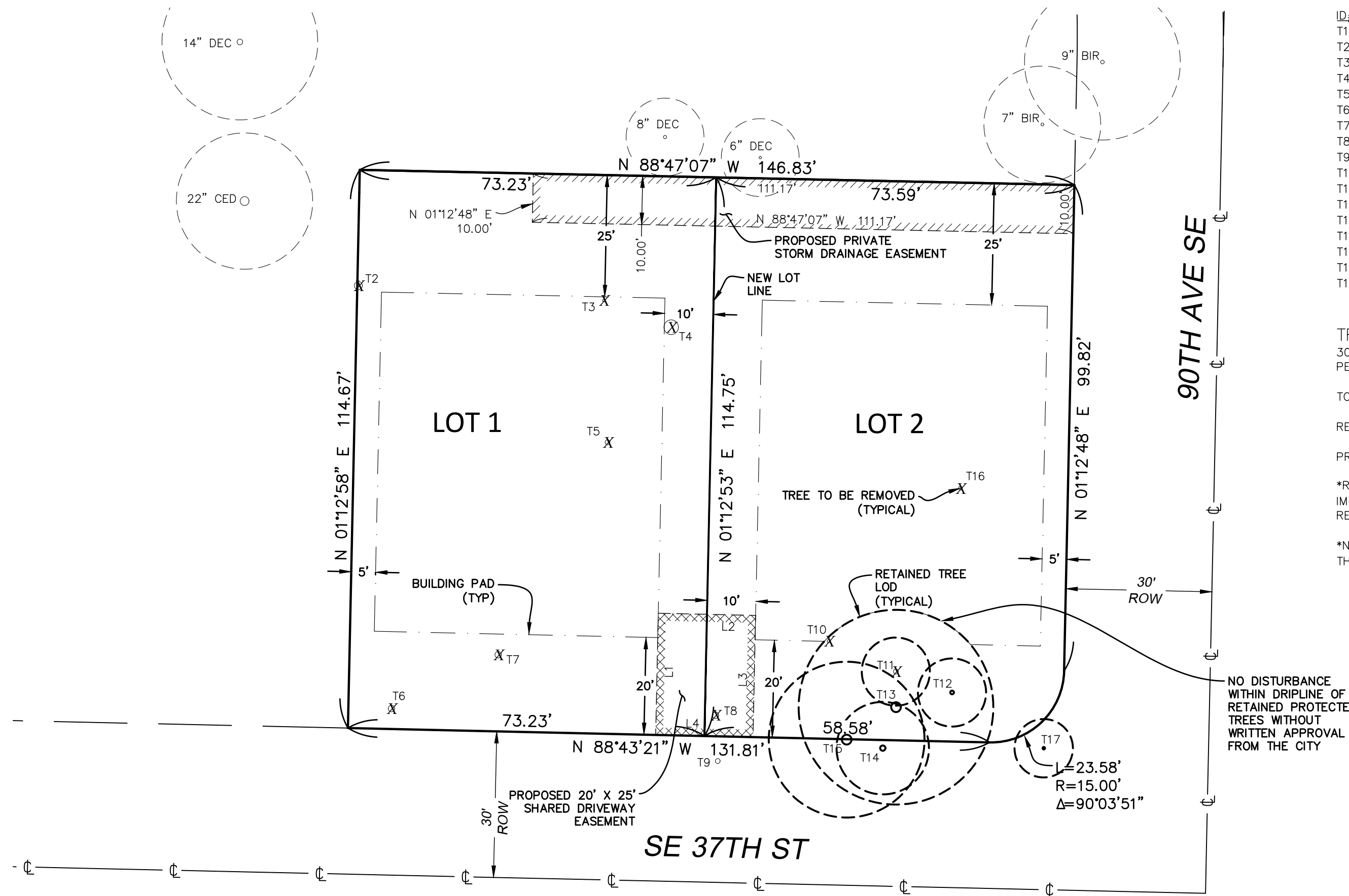
TREE RETENTION

30% TREE RETENTION REQUIRED
PER MCC 19.10.060

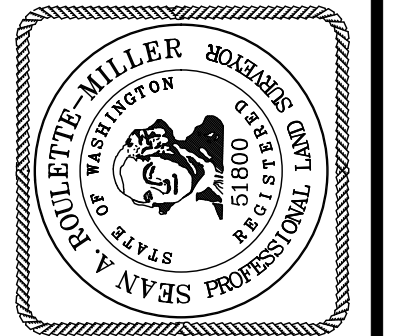
TOTAL TREES (>10")	12
REQUIRED RETENTION	3.6 (30%)
PROPOSED RETENTION	5 (42%)

*REMOVAL OF TREES INDICATED ON THIS PLAN WILL BE REQUIRED DUE TO IMPACTS FROM DEMO OF EXISTING STRUCTURES/IMPROVEMENTS AND/OR RECOMMENDATIONS FROM THE CONSULTING ARBORIST.

*NOTE: LIMIT OF DISTURBANCE (LOD) FOR RETAINED TREES IS SHOWN PER THE ARBORIST REPORT PREPARED BY BRUCE MAC COY, DATED 11/5/20.



NO DISTURBANCE WITHIN DRIPLINE OF RETAINED PROTECTED TREES WITHOUT WRITTEN APPROVAL FROM THE CITY



CITY OF MERCER ISLAND SUB18-008
SE 1/4, SW 1/4, SEC. 07, T. 24N., R. 05E., W.M.
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JOB NO.: 161347

DATE: 11/5/20

DRAFTED BY: TLR

CHECKED BY: SRM

SCALE: 1" = 20'



Terrane
10801 Main Street, Suite 102, Bellevue, WA 98004
phone 425.458.4488 fax 425.671.0170
www.terrane.net

November 5, 2020

City of Mercer Island
Development Services
9611 SE 36th Street
Mercer Island, WA 98040

Re: Wallace Short Plat – REVISED Preliminary Short Plat Project Narrative
3633 90th Ave SE – Parcel No. 5021900400

We are pleased to submit this application for a Short Subdivision (SP) of the parcel located at 3633 90th Ave SE, Mercer Island, Washington 98040. The King County parcel number of the existing parcel is: 502190-0400. The site currently contains a single residence/home and a detached guest house as well as a small shed structure. The parcel is zoned R-8.4, requiring a minimum lot size of 8,400 square feet. There are no known critical areas or environmental hazards on or adjacent to the site. The parcel is currently served by City (public) water, storm and sewer utilities as well as power and natural gas.

The proposed SP will split the parcel into two even sized lots, with the new lot line running north-south through the middle of the existing parcel. The two proposed lots will be 8,401 and 8,400 square-feet respectively. All existing structures will be removed, and two new single-family residences will ultimately be constructed under separate permits consistent with the City's zoning and neighborhood conditions. A common access point is required for short plats, so the two new lots will share a driveway accessing from SE 37th St as reflected on the short plat plan set.

There are numerous trees on-site, as shown on the plan and identified in the updated tree report by Superior NW Enterprises. This report replaces the previous report prepared by Bruce MacCoy and provides more in-depth analysis and evaluation of the trees on the property. Several will need to be removed due to impacts from the removal of the existing house/improvements and/or due to their condition. The proposed tree removal & retention, based on necessary site work for the short plat as well as recommendations by the arborist, is shown on sheet 5 of the SP pre-app plan set that accompanies this letter. While the SP will have impacts to trees that will result in removal, the proposal retains a significantly higher number of trees than required by MICC 19.10.060. In particular, the cluster of evergreen trees near the SE corner of the site (T12-T15) can be retained. These appear to be the best candidates for retention and would also be high-value to the ultimate redeveloped site conditions. Proposed building pads are shown reflecting the intended tree retention and are only extended to the drip line limits of the significant trees proposed to be retained. Future construction permitting will be coordinated with the City's arborist to help ensure that the limits of disturbance fall outside of areas that would potentially harm the trees that are to be retained.

Water, storm and sewer for the proposed lots will all be connected to the existing mains, with existing stubs/connections utilized wherever feasible. New/replacement water meters will be provided for each lot. Lot 2 may be able to retain and reuse the existing side sewer connection to the main in 90th Ave SE, depending on the

line condition (to be verified later), while Lot 1 will likely have a separate (new) side sewer connection to the main in SE 37th. Similarly to the access design, the utility routing has been reviewed with alternative configurations. However, the current plan allows for the least amount of impacts to the site and significantly reduces grading/clearing than would be required to provide a shared/common utility corridor serving both lots. The nearest fire hydrant that will serve the site is directly across 90th Ave SE to the east, but there is a second hydrant roughly 150' west of the site along SE 37th St. Storm water runoff from each lot will be collected in a shared detention pipe along the northerly portion of the site as shown on the preliminary civil plan. This system will be connected to the existing storm water system in 90th Ave SE, and is configured in the best way possible to avoid any additional tree removal or unnecessary site grading work. A preliminary drainage report (TIR) is included in the application as well. As discussed in the pre-application meeting, no separate site development work will be necessary as a component of the short plat. The shared drainage system will be installed at the time of the first building permit and each lot's separate water and sewer connections will be installed/replaced and/or re-used during the construction for each house to limit the site and neighborhood disturbance.

Thank you for your consideration of our application for a 2-Lot Short Subdivision. Please don't hesitate to contact me if you have any questions or need any additional information.

Sincerely,
Terrane, Inc.



Andy McAndrews
Land Use Director/Senior Planner

SUBDIVISION

Issued By:



CHICAGO TITLE INSURANCE COMPANY

Guarantee/Certificate Number:

0113565-ETU - THIRD

CHICAGO TITLE INSURANCE COMPANY a corporation, herein called the Company

GUARANTEES

Terrane

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

LIABILITY EXCLUSIONS AND LIMITATIONS

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

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

Chicago Title Insurance Company

By:

President

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

Countersigned By:

Authorized Officer or Agent



Attest:

Secretary

CHICAGO TITLE INSURANCE COMPANY

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

SCHEDULE A

Liability	Premium	Tax
\$1,000.00	\$350.00	\$35.00

Effective Date: November 29, 2018 at 12:00 AM

The assurances referred to on the face page are:

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

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

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

Marlene A. Wallace, as her separate estate

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

END OF SCHEDULE A

EXHIBIT "A"
Legal Description

LOT 14 AND THE EASTERLY 45 FEET OF THE SOUTH 110 FEET OF LOT 15, BLOCK 3, MADRONA CREST ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN [VOLUME 42 OF PLATS, PAGE 12](#), RECORDS OF KING COUNTY, WASHINGTON.

BOTH SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

SCHEDULE B**GENERAL EXCEPTIONS:**

- A. Rights or claims of parties in possession, or claiming possession, not shown by the Public Records.
- B. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the land.
- C. Easements, prescriptive rights, rights of way, liens or encumbrances, or claims thereof not disclosed by the Public Records.
- D. Any lien, or right to a lien, for contributions to the 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.
- E. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the Public Records.
- F. 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.
- G. Unpatented mining claims, and all rights relating thereto.
- H. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.
- I. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- J. Water rights, claims or title to water.
- K. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

SPECIAL EXCEPTIONS:

1. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on the Plat of Madrona Crest Addition, recorded in [Volume 42 of Plats, page 12](#), in King County, Washington.

SCHEDULE B

(continued)

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

Recording Date: September 17, 1946
 Recording No.: [3608435](#)

Modification(s) of said covenants, conditions and restrictions

Recording Date: October 17, 1947
 Recording No.: [3735279](#)

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

Recording Date: August 26, 1946
 Recording No.: [3601310](#)

4. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Lot Line Revision:

Recording No: [20180806900003](#)

5. Notice of additional tap or connection charges and the terms and conditions thereof:

Recording Date: December 6, 1977
 Recording No.: [7712060812](#)

6. 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: 2018
 Tax Account No.: 502190-0400-01
 Levy Code: 1031
 Assessed Value-Land: \$784,000.00
 Assessed Value-Improvements: \$133,000.00

General and Special Taxes:

Billed: \$7,963.88
 Paid: \$7,963.88
 Unpaid: \$0.00

SCHEDULE B

(continued)

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

Amount: \$227,500.00
Dated: December 19, 2011
Trustor/Grantor: Marlene A. Wallace, an unmarried person, as a separate estate
Trustee: Rainier Title Seattle
Beneficiary: JPMorgan Chase Bank, N.A.
Recording Date: December 29, 2011
Recording No.: [20111229002345](#)

END OF EXCEPTIONS**NOTES**

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

Note A: Note: FOR INFORMATIONAL PURPOSES ONLY:

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

LT. 14 & PTN. LT. 15, BLK. 3, MADRONA CREST ADDN.
Tax Account No.: 502190-0400-01

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

3633 90th Avenue SE
Mercer Island, WA 98040

END OF NOTES**END OF SCHEDULE B**

D Sep 17-46
Aug 2-46 \$12,000 \$13.20 1rs \$12 st
Everett E. Henning and Pauline W. Henning, hwf
To Lakeside Company, a Wn Corp
fp oys and wars to sp the folwg re sit in kow

3608434

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181

Lot 8, blk 4 Bruen and West's North Broadway add to the city
of seattle, according to plat thof reed in vol 13 of plats pg 63
reeds of ko

Sub to restrictions contained in deed dt Jan21-08 reed Feb
8-08 in vol 597 of deeds pg 478 reeds of ko

The purch assume and agreed to pay the mtg given to the Wn
Mutual Sav Bank

Everett E. Henning
Pauline W. Henning

kow Au 2-46 by Everett E. Henning and Pauline W. Henning, hwf br
Maxine Honahue np for wn res at s--(ns Nov 26-49) to sp 2101
Exchange bldg

Decl of Protective Cov Sep 17-46
---dt

3608435

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182

That whereas General Engineering Company, Incorporated are the
owners of the re sit in kow known as Madrona Crest add on Mercer
Island and are desirous that all sales of prop herein des be made
sub to certain restrictions, the purpose of which is to insure the
desirability of the prop for residential purposes.

The undersigned to hby certify and declare that the protective
restrictions hereinafter set forth shall insure to the benefit of and
be binding upon the respective owners of such lots and upon thier
successors in int, such restrictions being as folws:

These Cov are to run with the land and shall be binding on
all parties and all persons claiming under them until Jan 1-70
at which time sd cov shall be automatically extended for successive
periods of 10 yrs unless by vote of the then owners of a majority
of the lots in sd add it is agreed to chage sd cov in whole or in
part.

If any person or persons shall violate or attempt to violate
any of the cov or restrictions herein while such cov remain in force
it shall be lawful for any other person or persons owning any other
lot in sd subdivision to prosecute any proceedings in law or in
equity against the person or persons xik violating or attempting to
violate anysuch xk cov or restrictions and iether prevent him or
them from so doing and to recover damages or other dues for such
violations.

Section I Cont. pg. 435-4

All lots in this sibdvision shall be known and des as
residential lots except lots 1, 2, 19, 20, 21, and 22 of blk 7
which are hby designated and sold for business except, however, this
cov should not include the use of any lots or site for a church,
school, or park, and nox part of sd lots shall be used for the xix
sale or disbursing of beer, wine, or intoxicating liquor by the
drink, on all lots in madrona Crest Designated as residence lots
no structure shall be erected other than a detached single family
dwelling, not to exceed xmx two stories in height and a private
garage for not more that 2 cars. No single detached dwelling house
shall be erected covering less than 750 sq ft of area.

Section II

No building shall be erected, placed, or altered on any bldg
plot in this subdivision until bldg plans, specifications, and plot
plan showing the location of such bldg have been approved in
writing as to conformity and harmony of external design with
existing structures in the subdivision, and as to location of the
bl g with respect to topography and finished ground elevation, by a
committee composed of J. R. Heath, H. J. Oliver and others, or by
a representative designated by a majority of the members of sd
committee. In the event of death or resignation of any members

(con't) res

of sd committee the remaining member, or members, shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In event sd committee, or its designated representative, fails to approve or disapprove such design and location within 30 days after sd plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such bldg or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this cov, will be deemed to have been fully complied with. Neither the members of such committee, or designated representative shall be entitled to any compensation for services performed pursuant to this cov. The powers and duties of such committee, and of its designated representative shall cease on and after Jan 1-52. Thereafter the approval described in this cov shall not be required unless, prior to sd dt and effective thereon a written inst shall be ex by the then ~~and~~ recd owners of a majority of the lots in this subdivision and duly recd appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by sd committee.

Section III

No bldg shall be located nearer to the front line or nearer to the side street line than the bldg setback lines shown on the recorded plat. In any event, no bldg shall be located on any residential bldg plot nearer than 20 ft to the front lot line, nor nearer than 15 ft to any side street line. No bldg, except a detached garage or other outbldg located 55 ft or more from the front lot line, shall be located nearer than ^{changed to 4' by 9775277} 7 ft to any side lot line.

Section IV

No residential structure shall be erected or placed on any bldg plot, which plot has an area of less than 8000 sq ft or a width of less than 60 ft at the front bldg setback line.

Section V

No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section VI

No trailer, tent, or other outbldg erected in the subdivision shall be, at any time, used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

Section VII

Now dwelling costing less than \$4000 shall be permitted on any lot in the dt. The ground floor area of the main structure, exclusive of one-story porches and garages, shall not be less than 750 sq ft in the case of a one-story structure nor less than 750 sq ft in the case of a one and one-half or two story structure.

Section VII

An easement is reserved over the rear 5 ft of each lot for utility installation and maintenance.

Section IX

The Work or construction of all bldg dwellings, or structures erected or placed on any lot in this subdivision shall be prosecuted diligently and continuously from the commencement of construction.

Section X

Section XI

Invalidation of any of these cov by judgment or court order shall in no way affect any of the provisions which shall remain in full force and effect.

Section XII

435-3-

Every person who by deed or otherwise becomes owner of any lot, tt, or parcel land in sd subdivision will be deemed to have accepted such title to the land sub to all restrictions and conditions herein contained and such shall be binding upon them, their heirs, assigns and administrators

General Engineering Company, Incorporated
By J. R. Heath, Pres

By J. J. Oliver, Sec't

Elmer E. Calhoun

Carl A. Peterson by Elmer E. Calhoun
his a/f

now Sep 17-46 by J. R. Heath and H. J. Oliver, Pres and Sec's
of the General Engineering Company, Incorporated, of bf Elinor
V. Tripp ap for WA res at seattle (ns Nov 14-49)
now Sep 17-46 by Elmer E. Calhoun and who stated on oath that he
also represented Carl A. Peterson of Elinor V. Tripp ap for
WA res at seattle (ns Nov 14-49)
MI to General Engineering Co, Inc., 725 Central Bldg

res

See following page

Aud No 3608435

435-4

The fol has been added to end of pg 4th pgf:

but the undersigned do hby relinquish, waive, cancel, and declare null and void the previous Decln of Protective Cov covering the above des prop, exe on Aug 21-46 and fld with the King Co Aud on Aug 26-46 rec in vol 2517 of deeds pg 473 aud No 3601310.

Section 1. All lots in this subdiv shall be kn ---

Amendments Protective cov Oct 17-47

3735279

2012
240

Know all Men by these presents

That whereas the undersigned are the owners of the re sit in New known as Madrona Crest Add on Mercer Island and are desirous of amending the declaration of Protective covenants and lease cove Sep 17 46 by General Engineering Company, Incorporated, read Sep 17-46 in vol #527 of eds pg 182 under and fl No 3500435 reads of sd cov, that provision that that:

No bldg shall be located nearer to the front ln or nearer to the side street ln than the bldg setback lines shown on the recd plat. In any event, no bldg shall be located on any residential bldg plot nearer than 20 ft to the front lot ln, nor nearer than 15 ft to any side street ln. No bldg except a detached garage or other outbldg located 55 ft or more in the front lot ln, shall be located nearer than 7 ft to any side lot line.

This paragraph is hereby amended to read as follows:

No bldg shall be located nearer to the front ln or nearer to the side street ln than the bldg setback lines shown on the recd plat. In any event, no bldg shall be located on any residential bldg plot nearer than 20 ft to the front lot ln, nor nearer than 15 ft to any side street ln. No bldg, except a detached garage or other outbldg located 55 ft or more in the front lot ln, shall be located nearer than 4 ft to any side lot line.

General Development Company, Incorporated
By J. R. Heath, Pres
By H. J. Oliver, Sec't

Corp sd
know Sep 13-47 by J. R. Heath and H. J. Oliver, Pres and Sec't of
the General Development Company, Incorporated, (of) def Charles R.
Hudson up for use as Renton (ns Jul 17-51) fl to Sec Mtg Co fld
by Steo

DecProConv Aug 26 46

Dated —

3601310

By General Engineering Co., Inc.

The undersigned are the owners of the sit in now known as Madrona Crest Add on Mercer Is & are desirous that all sales of prop here described be made subj to certain rest, the purpose of which is to insure the desirability of the prop for residential purposes. The undersigned do hereby certify & declare that the protective restrictions hereinafter set forth shall insure to the benefit of & be binding upon the resp owners of such lots & upon their successors in int, such rest being as follows:

These covenants are to run with the ld & shall be binding on all parties & all persons claiming under them until Jan 1 60, at which time sd covenants shall be subject for successive period of ten yrs, unless by vote of the then owners of a majority of the lots in sd add it is agreed to change sd covenants in whole or in part. If any person or persons shall violate or attempt to violate any of the covenants or rest herein while such covenants remain in full force, it shall be lawful for any other person or persons owning any other lot in sd subdiv to prosecute any proceedings in law or in equity against the person or persons violating or attempting to violate any such covenants or rest & either prevent him or them from so doing & to recover damages or other dues for such vio. All lots in this subdiv shall be known & described as residential lots except Lots 1, 2, 19, 20, 21 & 22 of blk 7 which are hereby designated & sold for business use, however, this covenant shall not include the use of any lot or site for church, school or park. On all lots in Madrona Crest designated as "residence lots" no other structure shall be erected other than a detached single family dwelling, not to exceed 2 stories in height & a garage. No single detached dwelling house shall be erected covering less than 800 sq. ft. or area.

That Lots 1, 2, 19, 20, 21, & 22 of blk 7 are hereby reserved for (B-1) retail business but no trade use or bus shall be carried on upon any lot or any part hereof or any use made thereof in vio of any law applicable thereto.

No trailer, tent, or other outbuilding erected in the subdiv shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temp character be used as a residence.

This covenant, however, shall not prohibit the use of a permanent garage as temp residence for a period of not exceeding 12 months from the dt of lot occupancy when sd garage is not located within 55' of the int of sd lot.

The wk or const of all bldg swelling or structures erected or placed on any lot in this subdiv shall be prosecuted diligently & continuously from the commencement of the const.

Invalidation of any of these covenants by judgement or crt order shall in no wise affect any of the pro which shall remain in full force & effect.

Every person who by deed or otherwise becomes owner of any lot, tract, or parcel of ld in sd subdiv will be deemed to have accepted such title to ld subj to all rest & cond herein contained & such shall be binding upon them their heirs, assigns, and Adm.

General Engineering Company, Incorporated

3601310 (cont.)

(corp 21) J.R. Heath, pres.
H.J. Oliver, sec.
New Aug 21 46 by J.R. Heath & H.J. Oliver pres & sec (corp 22)
by Marlon Marchand ap for wa pas bl an (as Jun 25 50) MI to
Co. Commissioners

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Dec 6 2 39 PM '77

NOTICE OF ADDITIONAL
TAP OR CONNECTION CHARGES

RECORDED KC RECORDS

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 35.91.020 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	NW $\frac{1}{4}$	13	24	4 East, W.M.
2 & 3	NE $\frac{1}{4}$	13	24	4 East, W.M.
and the remainder of the	NE $\frac{1}{4}$	13	24	4 East, W.M.
4 & 5	SE $\frac{1}{4}$	13	24	4 East, W.M.
6 & 7	NE $\frac{1}{4}$	24	24	4 East, W.M.
4 & 5	SE $\frac{1}{4}$	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	NW $\frac{1}{4}$	25	24	4 East, W.M.
Portion of 1 and all of 2	NE $\frac{1}{4}$	25	24	4 East, W.M.
and the remainder of the	NE $\frac{1}{4}$	25	24	4 East, W.M.
4 & 5	SW $\frac{1}{4}$	25	24	4 East, W.M.
	SW $\frac{1}{4}$	25	24	4 East, W.M.
Portion of 1	NW $\frac{1}{4}$	36	24	4 East, W.M.
Portion of 1 and all of 2 & 3	NE $\frac{1}{4}$	36	24	4 East, W.M.
6	SW $\frac{1}{4}$	6	24	5 East, W.M.
1, 2 & 3	NW $\frac{1}{4}$	7	24	5 East, W.M.
Portion of 4	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 $\frac{1}{4}$	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

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.

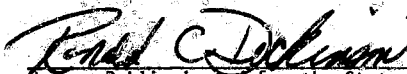
Dated this 5th day of December, 1977.

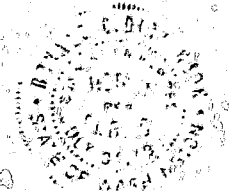

 Miles L. Fuller
 Director of Utilities
 City of Mercer Island

STATE OF WASHINGTON)
) ss.
 COUNTY OF KING)

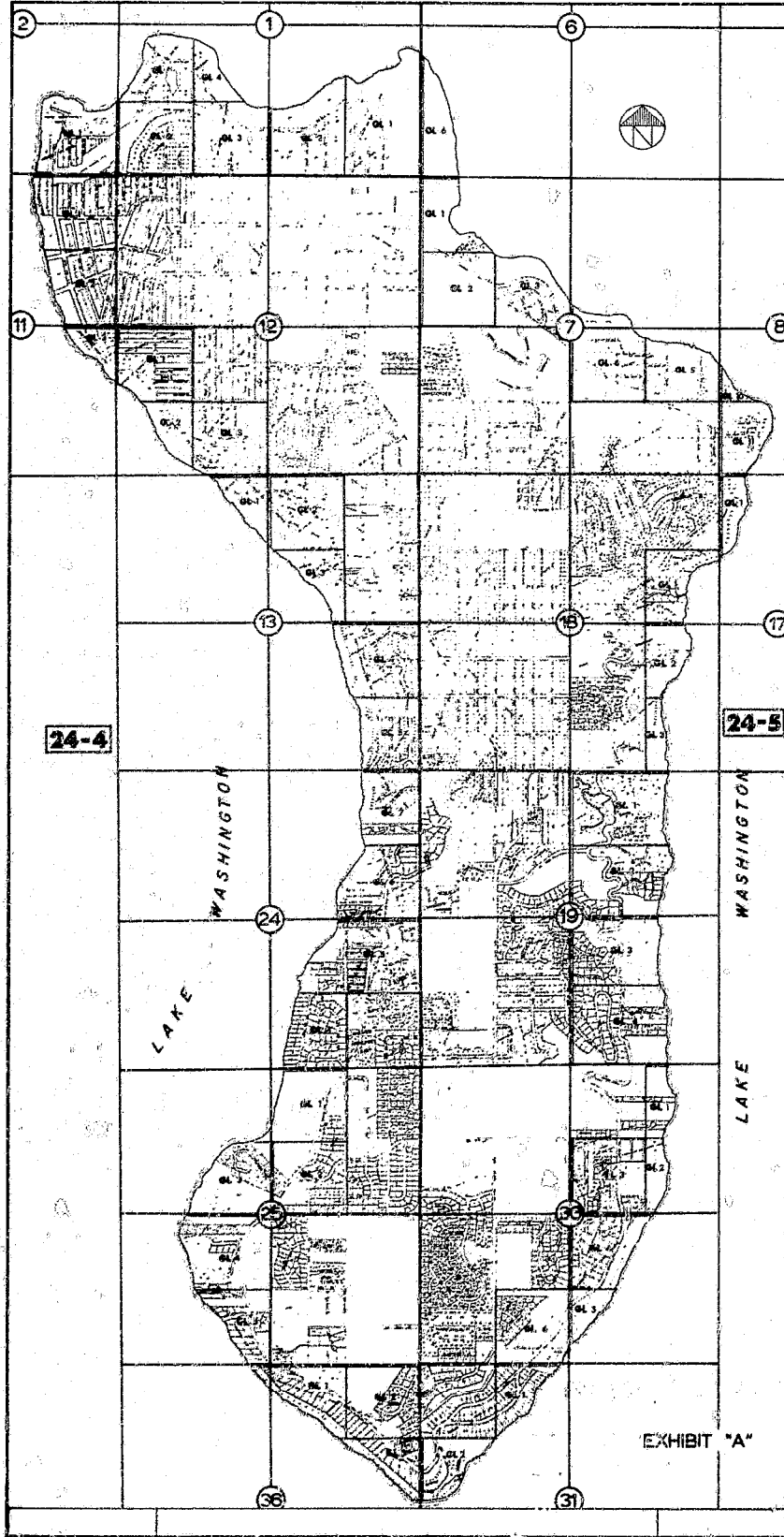
On this 5th day of December, 1977, before, me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Miles L. Fuller to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he signed 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.


 Notary Public in and for the State
 of Washington, residing at
Mercer Island



7712060812



7712060812

Portion of this document not available for filing

FILED for Record at Request of

Name CITY OF MERCER ISLAND

Address 3505 88th Ave

MERCER ISLAND, WA 98040

Return To: JPMorgan Chase Bank, N.A.
Collateral Trailing Documents
P.O. Box 8000 - Monroe, LA 71203



20111229002345
RAINIER TITLE DT
PAGE-001 OF 022 84.00
12/29/2011 14:30
KING COUNTY, WA

Assessor's Parcel or Account

Number: 502190-0400-01

Abbreviated Legal

Description: Lot 14 + ptn. Lot 15, Blk 3, Madrona Crest Add.

Full legal description located on

page:3

Trustee: RAINIER TITLE SEATTLE

RECORDED BY
RAINIER TITLE

624978
22/85

Deed of Trust

Definitions. Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated December 19, 2011, together with all Riders to this document.

(B) "Borrower" is Marlene A. Wallace, ^{unmarried person} as a separate estate. Borrower is the trustor under this Security Instrument.

(C) "Lender" is JPMorgan Chase Bank, N.A.. Lender is a National Banking Association organized and existing under the laws of the United States. Lender's address is 1111 Polaris Parkway, Columbus, OH 43240. Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is RAINIER TITLE SEATTLE.

(E) "Note" means the promissory note signed by Borrower and dated December 19, 2011. The Note states that Borrower owes Lender two hundred twenty seven thousand five hundred and 00/100 Dollars

WASHINGTON-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

VMP®
Wollers Kluwer Financial Services

201112204.0.0.0.4002-J20110209Y

Initials: mw Page 1 of 17

1471348350
FORM 3048 1/01
09/10

"RTI14713483501123"



(U.S. \$227,500.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than January 1, 2042.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|---|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input checked="" type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Other(s) [specify] |

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject

WASHINGTON-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

VMP®
Wolters Kluwer Financial Services

201112204.0.0.0.4002-J20110209Y

Initials: *mw*

1471348350
FORM 3048 1/01
09/10

Page 2 of 17



matter. As used in this Security Instrument, RESPA refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

Transfer of Rights in the Property. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the COUNTY [Type of Recording Jurisdiction] of King [Name of Recording Jurisdiction] See Prelim See Attached

Parcel ID Number: 502190-0400-01 which currently has the address of 3633 90TH AVE SE [Street] MERCER ISLAND [City], Washington 98040 [Zip Code] ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Uniform Covenants. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.

Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the

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Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender



may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate

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to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall

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be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

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Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.

If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated



payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(A) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(B) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

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If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of



any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the

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reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If

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Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

Non-Uniform Covenants. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property at public auction at a date not less than 120 days in the future. The notice shall

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further inform Borrower of the right to reinstate after acceleration, the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale, and any other matters required to be included in the notice by Applicable Law. If the default is not cured on or before the date specified in the notice, Lender at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and/or any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee and Lender shall take such action regarding notice of sale and shall give such notices to Borrower and to other persons as Applicable Law may require. After the time required by Applicable Law and after publication of the notice of sale, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of the Property for a period or periods permitted by Applicable Law by public announcement at the time and place fixed in the notice of sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it or to the clerk of the superior court of the county in which the sale took place.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs and the Trustee's fee for preparing the reconveyance.

24. Substitute Trustee. In accordance with Applicable Law, Lender may from time to time appoint a successor trustee to any Trustee appointed hereunder who has ceased to act. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. Use of Property. The Property is not used principally for agricultural purposes.

26. Attorneys' Fees. Lender shall be entitled to recover its reasonable attorneys' fees and costs in any action or proceeding to construe or enforce any term of this Security Instrument. The term "attorneys' fees," whenever used in this Security Instrument, shall include without limitation attorneys' fees incurred by Lender in any bankruptcy proceeding or on appeal.



ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Borrower

Marlene A Wallace 12-28-11
MARLENE A WALLACE Date
Seal

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego }

On 12.28.11 before me, Aileen Grace Bayson-Holbrook
Date Here Insert Name and Title of the Officer

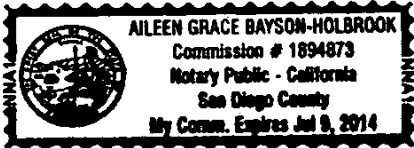
personally appeared Marlene A Wallace
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Aileen Grace Bayson-Holbrook
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: DOT

Document Date: 12.28.11 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Acknowledgment

State of Washington

County of King

I certify that I know or have satisfactory evidence that

is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated:

Notary Public in and for the state of
residing at
My appointment expires:

(Seal)

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1-4 Family Rider

(Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 19th day of December, 2011, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to JPMorgan Chase Bank, N.A. (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

3633 90TH AVE SE, MERCER ISLAND, WA 98040
[Property Address]

1-4 Family Covenants. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

(A) Additional Property Subject to the Security Instrument. In addition to the Property described in the Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

(B) Use of Property; Compliance with Law. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

(C) Subordinate Liens. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

(D) Rent Loss Insurance. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

(E) "Borrower's Right to Reinstate" Deleted. Section 19 is deleted.

MULTISTATE 1-4 FAMILY RIDER - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
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(F) Borrower's Occupancy. With regard to non-owner occupied investment properties, the first sentence in Uniform Covenant 6 (or if this Rider is attached to an FHA Security Instrument, the first two sentences in Uniform Covenant 5) concerning Borrower's occupancy of the Property is (are) deleted.

(G) Assignment of Leases. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

(H) Assignment of Rents; Appointment of Receiver; Lender in Possession. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until: (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default



EXHIBIT A

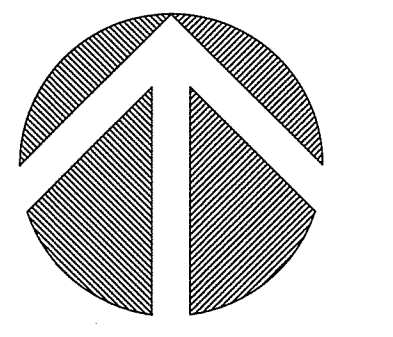
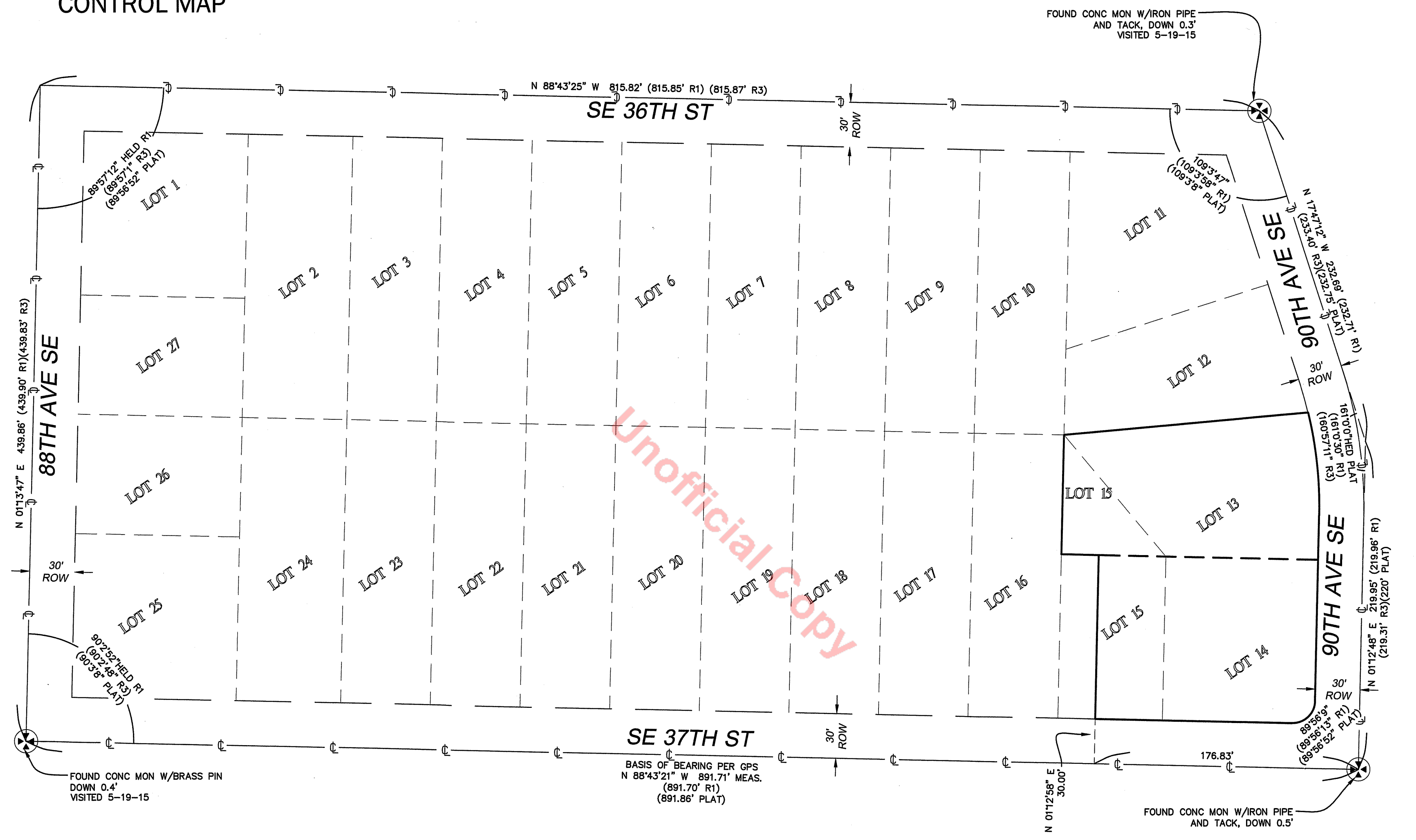
Lot 14 and the Easterly 45 feet of the South 110 feet of Lot 15, Block 3, Madrona Crest Addition, according to the plat thereof recorded in Volume 42 of Plats, page 12, records of King County, Washington.

Situate in the County of King, State of Washington.

End of Schedule A

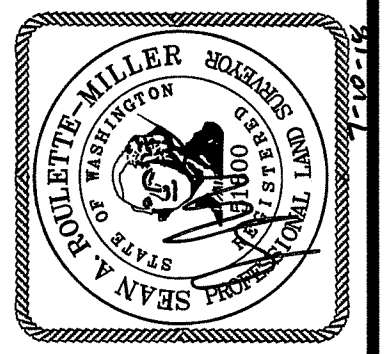
MERCER ISLAND
LOT LINE REVISION NO. SUB17-017

CONTROL MAP



50 0 25 50
(IN FEET)
1 INCH = 50 FT.

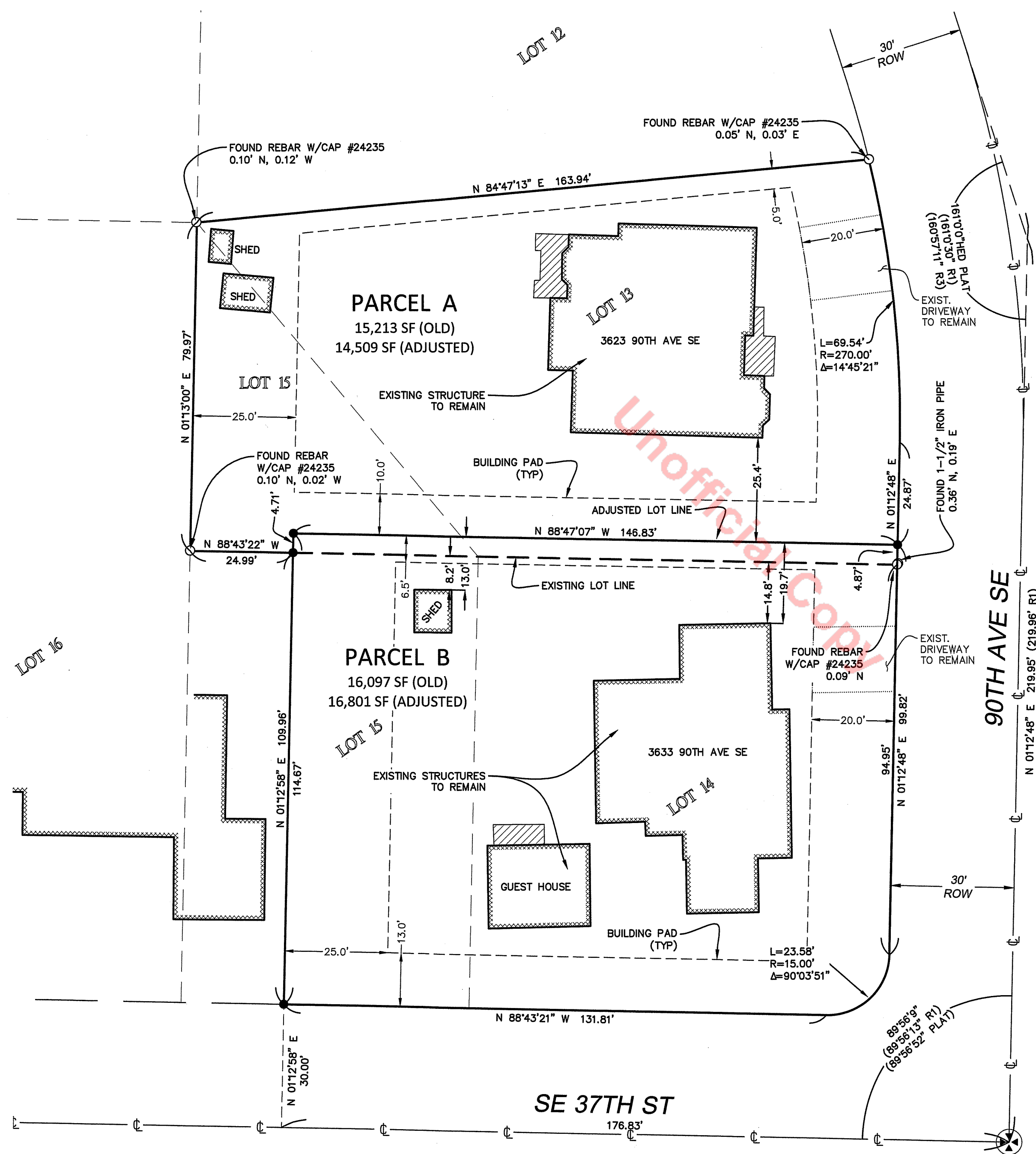
Terrane
10801 Main Street, Suite 102, Bellevue, WA 98004
phone 425.458.4488 support@terrane.net
www.terrane.net



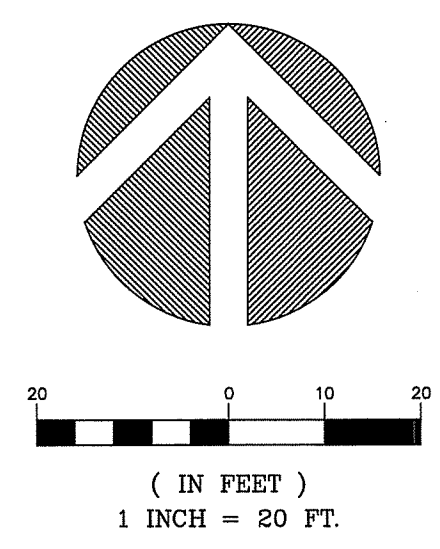
CITY OF MERCER ISLAND SUB17-017
SE 1/4, SW 1/4, SEC. 07, T. 24N., R. 05E., W.M.
SHIRLEY-WALLACE LLR
PARCEL NO. 5021900395 & 5021900400
MERCER ISLAND, 90TH AVE SE WA

JOB NO.:	161347
DATE:	5/24/18
DRAFTED BY:	TLR
CHECKED BY:	SRM
SCALE:	1" = 50'
2 OF 3	

MERCER ISLAND
 LOT LINE REVISION NO. SUB17-017



- LEGEND**
- BUILDING
 - CENTERLINE ROW
 - DECK
 - MONUMENT IN CASE (FOUND)
 - REBAR/IRON PIPE (FOUND)
 - REBAR & CAP (SET)
 - RECORD DATA



PARCEL AREAS

ORIGINAL PARCEL A = 15,213 SF (0.35 ACRES)
 NEW PARCEL A = 14,509 SF (0.33 ACRES)

ORIGINAL PARCEL B = 16,097 SF (0.37 ACRES)
 NEW PARCEL B = 16,801 SF (0.39 ACRES)

ORIGINAL LOT DESCRIPTIONS

PARCEL A
 LOT 13 AND THAT PORTION OF LOT 15, BLOCK 3, LYING NORTH OF THE SOUTHERLY LINE OF SAID LOT 13, PRODUCED WESTERLY TO THE WEST LINE OF SAID LOT 15, MADRONA CREST ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 42 OF PLATS, PAGE 12, IN KING COUNTY, WASHINGTON.

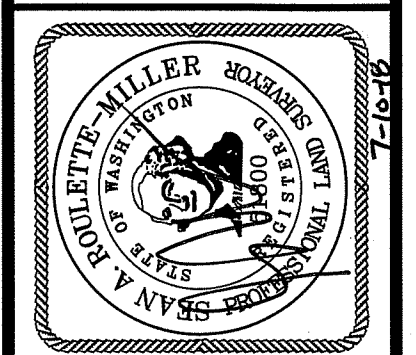
PARCEL B
 LOT 14, AND THE EASTERLY 45 FEET OF THE SOUTH 110 FEET OF LOT 15, BLOCK 3, MADRONA CREST ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 42 OF PLATS, PAGE 12, IN KING COUNTY, WASHINGTON.

NEW LOT DESCRIPTIONS

PARCEL A
 LOT 13 AND THAT PORTION OF LOT 15, BLOCK 3, LYING NORTH OF THE SOUTHERLY LINE OF SAID LOT 13, PRODUCED WESTERLY TO THE WEST LINE OF SAID LOT 15, MADRONA CREST ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 42 OF PLATS, PAGE 12, IN KING COUNTY, WASHINGTON; EXCEPT WITH THAT PORTION OF LOTS 13 AND 15 IN SAID BLOCK 3, DESCRIBED AS FOLLOWS:
 BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 13;
 THENCE NORTH 88°43'22" WEST, ALONG THE SOUTH LINE OF SAID LOT 13, AND ALONG SAID SOUTH LINE EXTENDED WEST, A DISTANCE OF 146.83 FEET;
 THENCE NORTH 01°12'58" EAST 4.71 FEET;
 THENCE SOUTH 88°47'07" EAST 146.83 FEET, TO A POINT ON THE EAST LINE OF SAID LOT 13;
 THENCE SOUTH 01°12'48" WEST, ALONG THE EAST LINE OF SAID LOT 13, A DISTANCE OF 4.87 FEET, TO THE POINT OF BEGINNING.

PARCEL B
 LOT 14 AND THE EASTERLY 45 FEET OF THE SOUTH 110 FEET OF LOT 15, BLOCK 3, MADRONA CREST ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 42 OF PLATS, PAGE 12, IN KING COUNTY, WASHINGTON; TOGETHER WITH THAT PORTION OF LOTS 13 AND 15 IN SAID BLOCK 3, DESCRIBED AS FOLLOWS:
 BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 13;
 THENCE NORTH 88°43'22" WEST, ALONG THE SOUTH LINE OF SAID LOT 13, AND ALONG SAID SOUTH LINE EXTENDED WEST, A DISTANCE OF 146.83 FEET;
 THENCE NORTH 01°12'58" EAST 4.71 FEET;
 THENCE SOUTH 88°47'07" EAST 146.83 FEET, TO A POINT ON THE EAST LINE OF SAID LOT 13;
 THENCE SOUTH 01°12'48" WEST, ALONG THE EAST LINE OF SAID LOT 13, A DISTANCE OF 4.87 FEET, TO THE POINT OF BEGINNING.

Terrane
 10801 Main Street, Suite 102, Bellevue, WA 98004
 phone 425.458.4488 support@terrane.net
 www.terrane.net



CITY OF MERCER ISLAND SUB17-017
 SE 1/4, SW 1/4, SEC. 07, T. 24N., R. 05E., W.M.
SHIRLEY-WALLACE LLR
 PARCEL NO. 5021900395 & 5021900400
 MERCER ISLAND, WA
 90TH AVE SE

JOB NO.:	161347
DATE:	5/24/18
DRAFTED BY:	TLR
CHECKED BY:	SRM
SCALE:	1" = 20'
3 OF 3	



June 1, 2020

Project: Tree review and assessment at 3633 90th Avenue SE, Mercer Island, WA.
Parcel number 5021900400.

Contact: Jason Koehler – RKK Construction, Inc
3056 70th Avenue SE, Mercer Island, WA 98040
Phone – 206 236 2920 Email – Jason@rkkconstruction.com

Objectives: Addendum to MacCoy report dated 2/21/2020 correcting tree species, conditions, and sizes as necessary.

Description: RKK Construction submitted plans to the City of Mercer Island in anticipation of re-developing the 3633 property. During the review process questions about the site trees arose from the City arborist. RKK reached out for help to Scott Sinclair of Tree Harmony who in turn contacted Superior NW Enterprises and asked for aid in assessing the trees to clarify the situation.

A site visit was made on May 29, 2020 and the trees were documented. The following itemized tree list begins with the #2 Pacific Dogwood at the NW corner of the property and winds mostly counter-clockwise around the parcel. It follows the numeration given in the February 21 report shown in Figure 1 and is reflected in the aerial image shown in Figure 2. Diameters were measured at the standard height of 54” above grade (DSH) during the May 2020 site visit. Caliper measurements were taken at 6” above grade and heights were estimated.

- 1) Given as offsite in the previous report. Not known what tree this was supposed to be.
- 2) Pacific Dogwood (*Cornus nuttalli*) standing against the west fence in the NW corner of the yard. The tree is decayed/hollow from its base to near the 5’ mark as shown in Figures 3 and 4. The tree measured 22” DSH, reached close to 40’ tall, and had a 16’ radial spread with the majority of the canopy extending to the west.
- 3) Weeping Cherry (*Prunus sp*) 8” DSH, 7’ tall, 4’ radial spread. Fair condition.
- 4) Siberian Elm (*Ulmus pumila*) 27” DSH, 45’ tall in highest reaches but has been breaking down in the 30’ range and then resprouting. It spreads unevenly 18-24’ radially and has breakage along the limbs of most of its scaffolds (Figure 5 and 6). It is heavy coated in ivy from the base to at least the mid canopy. This elm is in weak condition with limited new growth, elongation, and poor color.

- 5) Japanese Vine Maple (*Acer palmatum*) 14" Cal, 20' tall, 14' radial spread in fair condition. The mainstem separates at 14" above grade, each of those separates 6" higher, and those four separate multiple times near the 4' level. The tree has been neglected and has considerable deadwood throughout the canopy and some breakage and conflicting elements.
- 6) Big Leaf Maple (*Acer macrophyllum*) multistem from near the base, separating fully at 4' and measured as 12", 13", and 16" DSH. It reaches 55' tall and spread 18' to the north but has been pruned back on the south for electrical line clearance. Some of the scaffolds twist around each other. Exhibits decent health. May be an old stump sprout formation. Existing driveway is less than 5' off its base on the east side.
- 7) Big Leaf Maple with three stems coming off a humped up base (Figure 7). Likely formed as stump sprouts. The stems measured 15, 17.5", and 18" DSH, rise to 55', and they each reach out to around 18'. Some sections of the tree are stunted and exhibiting die-back others have decent new growth and color. The center column of the 18" stem has atrophied down to the 16' level and all its scaffolds are coming off compromised attachment points (Figure 8). The 17.5" stem is dead from the 20' level and there is a split between one of its larger scaffolds and the column. The top of the 15" stem broke off and has several leaders growing from that point. South side of the tree's canopy has been pruned for power line clearance. Existing driveway runs along the base of the tree less than 30" to the south and there is a driveway spur used for parking 6' to the west.
- 8) Apple tree (*Malus domestica*) 16" Cal, separating at the 18" mark into 9" and 12" diameter stems which spread out more horizontally than vertically. Tree reaches 18' tall, mainly due to non-pruning of epicormics, and spreads 16' radially. It is in weak condition.
- 9) Stump
- 10) Fruiting pear (*Pyrus sp*) 9" Cal, 18' tall, 6' spread standing 40" off the SW corner of the main house. Tree separates at the 40" level into four stems 3", 3", 4", and 6" DSH. It is in weak condition.
- 11) Colorado Blue spruce (*Picea pungens*) 10" DSH, 40' tall with a one-sided canopy all to the north. The tree leans north toward and somewhat over the main house. Below average condition.
- 12) Scots pine (*Pinus sylvestris*) 9" DSH, 45' tall in fair condition. Majority of its canopy is to the east side.
- 13) Douglas Fir (*Pseudotsuga menziesii*) 24" DSH, 70' tall with average new growth and decent color.
- 14) White spruce (*Picea glauca*) 13" DSH, 50' tall in fair health. Tree has been pruned back severely for power line clearance.

- 15) White spruce dual stem from the 4' level, 11" and 16" DSH, with an active fracture plane. The trunks wind as they rise, intersecting first at the 25' level and twice after. The tree is exhibiting fair health. It was pruned severely for power line clearance.
- 16) Weeping Beech (*Fagus sylvatica* 'Pendula') 12" DSH, 22' tall, 12' radial spread. Foundation of existing house is less than 4' from base of tree. Good condition.
- 17) Japanese Vine maple 6" Cal, 10' tall, 6' radial spread standing in the SE corner of the yard. May be in the City ROW. Fair condition.

Methods: Tree assessment is both an art and a science. To properly perform, an arborist must have an extensive background in biology, tree mechanics, and tree structure that is equal parts academic and field knowledge. It takes years of study to recognize and correctly diagnose the subtle signs trees exhibit before their failure, whether it be partial or total. The process begins with a visual inspection (visual tree assessment, VTA) which is followed up as necessary with soundings, core testing, and/or other detection means. Each tree is examined and evaluated according to several factors including species type, size, vigor, injuries present, root and grade disturbance, deadwood, location and extent of decay, stem taper, exposure, and targets that are at risk.

Discussion: The original report made a few mistakes in determining the sizes of the surveyed trees. The author believes this occurred for two reasons. First, in measuring the elm, which was noted as being 36" DSH, I believe Mr. MacCoy may have either used an electronic measuring device or roughed the size with a straight eye measurement. What he did not do was stretch a tape around the tree and pull it tight through the ivy foliage which would have given him the 28" diameter reading the author took. Taking into account the quite thick covering of ivy stems girdling the elm a conservative 1" adjustment was deducted and a final size of 27" DSH was assigned to this tree. It is not, and never should have been listed as an exceptional tree notwithstanding its poor health and structure.

Second, and somewhat less forgivable, Mr. MacCoy, did not use the industry accepted formula for calculating stem diameter in a multi stem tree. He simply added the measurements together resulting in greatly exaggerated sizes non-reflective of reality. One could only hope to see a 30" DSH Japanese maple in one's lifetime. The true methodology is somewhat more involved. The arborist has to add up the *squares* of the various measured stems and then take the square root of that sum. In the case of the aforementioned #5 Japanese vine maple, and using Mr. MacCoy's original measurements, it would look like this:

$$(8*8) + (7*7) + (9*9) + (6*6) = 64+49+81+36= 230$$

The square root of 230 is 15.17

So the #5 tree should have been listed in the original report as having a 15" DSH not one literally twice as massive. The calculated value is much closer to the basal caliper measurement of 14" which is probably much more reflective of the extent of the Japanese Maple's Critical Root Zone than even the 15" size. And this is one of the primary reasons for why an arborist documents the diameter of a tree, to determine the required protection zone during a construction event, which has a one foot of radial distance to one inch of tree diameter ratio. Our maple would be expected to have a nearly 14' radial Critical Root Zone to account for and protect from harm.

As the City of Mercer Island categorizes 12" as the Exceptional Tree threshold for Japanese maples this one still qualifies. There is nothing inherently wrong with the tree and it would be an excellent choice for retention if it did not stand squarely in the center of the parcel. This most likely puts it in the middle of the planned development and it could be removed under the rule given in MICC 19.10.060(A)(3).

Looking at the other trees which were incorrectly sized and using the proper formula results in the #6 maple having a 26" DSH rather than 45", the #7 tree a 32" DSH rather than 55", the #8 apple a 15" DSH, rather than 21", and the #10 pear an 8" rather than 16" diameter.

The corrected diameters still puts the #7 maple technically over its 30" Exceptional Tree threshold. However this tree is in quite poor structural condition resulting from it being in an advanced state of decline. It is an inadvisable candidate for retention. While its risk could be mitigated by hard pruning of the various dead, weak, and broken sections there would not be a great deal of the tree left. The maple will continue to decline and have adverse growth response.

It is also assumed that the existing driveway will not be retained and its removal and the subsequent preparation for the construction of the proposed new homes will effectively destroy this maple's root system. As there is no feasible means of re-developing the property with the tree in place it also falls into the MICC 19.10.060(A)(3) rule bucket.

Recommendations: Based solely on their conditions and suitability for retention the author would advise that the #2, #4, and #7 trees be removed.

Based on their placement within the parcel it is likely that in addition the #3, #5, #6, #8, #10, #11 and #16 trees will have to be removed.

Without having looked at the plot plan for the proposed re-development the author can offer little guidance as to the possibility of retaining the remaining five trees or how to protect them adequately during the project if they are.

Waiver of Liability Because the science of tree risk assessment is constantly broadening its understanding, it cannot be said to be an exact science. Every tree is different and performing tree risk assessment is a continual learning process. Many variables beyond the control, or immediate knowledge, of the arborist involved may adversely affect a tree and cause its premature failure. Internal cracks and faults, undetectable root rot, unexposed construction damage, interior decay, and even nutrient deficiencies can be debilitating factors. Changes in circumstance and condition can also lead to a tree's rapid deterioration and resulting instability. All trees have a risk of failure. As they increase in stature and mass their risk of breakdown also increases, eventual failure is inevitable.

While every effort has been taken to provide the most thorough and accurate snapshot of the trees' health, it is just that, a snapshot, a frozen moment in time. These findings do not guarantee future safety nor are they predictions of imminent events. It is the responsibility of the property owner to adequately care for the tree(s) in question by utilizing the proper professionals and to schedule future assessments in a timely fashion.

This report and all attachments, enclosures, and references, are confidential and are for the use of the Scott Sinclair, Tree Harmony Arborists, Jason Koehler, RKK Construction, and their representatives only. It may not be reproduced, used in any way, or disseminated in any form without the prior consent of the clients concerned.

Anthony Moran, BS
ISA Certified Arborist
Qualified Tree Risk Assessor
#PN-5847A

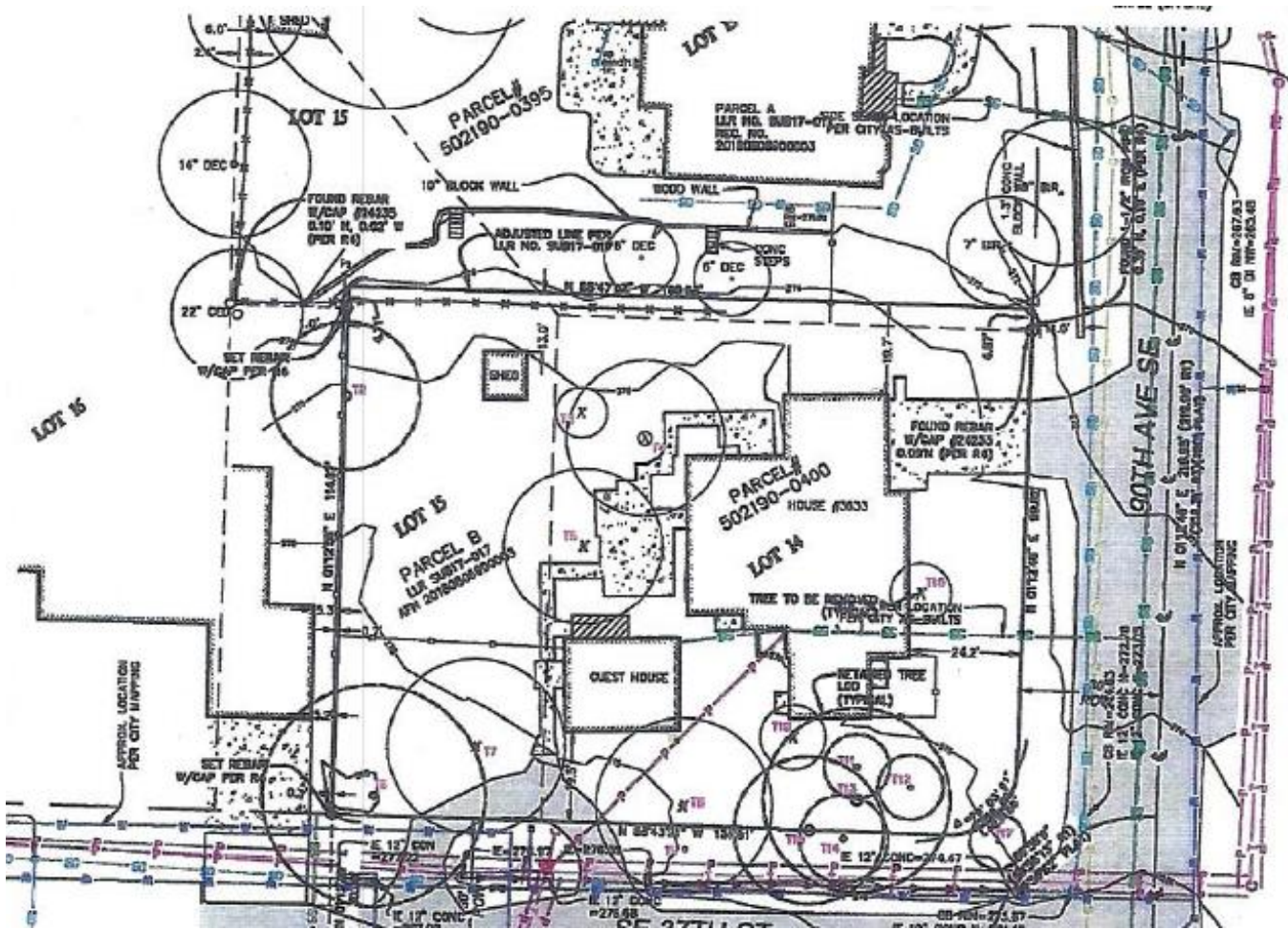


Figure 1. Excerpt from the MacCoy February 2020 report showing the tree placements and numbers.



Figure 2. Aerial view of the subject property showing the rough locations of the trees listed in the description section.



Figure 3. Photo of the top of the decay column of the dogwood.

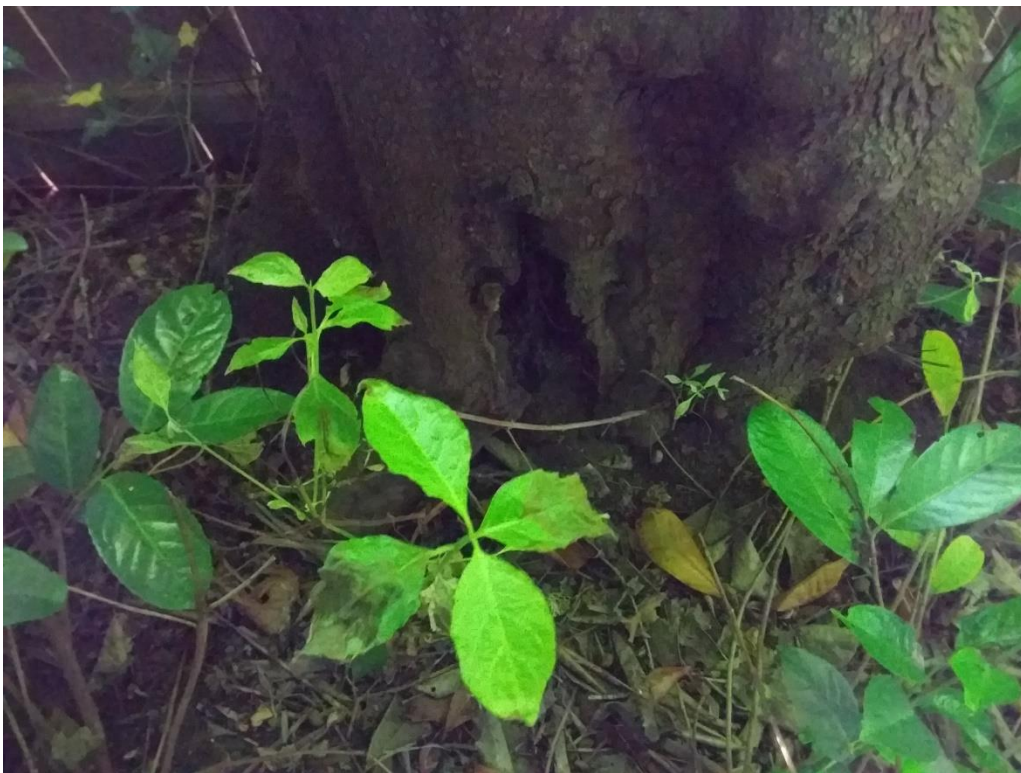


Figure 4. Photo of the base of the dogwood showing the open decay.



Figure 5. Photo of breakage in the crown of the elm.



Figure 6. Another breakage area in the canopy of the elm.



Figure 7. Photo of base of the #7 maple.



Figure 8. Photo of atrophied center column on the large stem in the #7 maple. Note the large caliper deadwood also present.

CITY OF MERCER ISLAND

COMMUNITY PLANNING & DEVELOPMENT

9611 SE 36TH STREET | MERCER ISLAND, WA 98040

PHONE: 206.275.7605 | www.mercergov.org



TREE INVENTORY & REPLACEMENT SUBMITTAL INFORMATION

EXCEPTIONAL TREES

Exceptional Trees- means a tree or group of trees that because of its unique historical, ecological or aesthetic value constitutes an important community resource. A tree that is rare or exceptional by virtue of its size, species, condition, cultural/historical importance, age, and/or contribution as part of a tree grove. Trees with a diameter of more than 36 inches, or with a diameter that is equal to or greater than the diameter listed in the Exceptional Tree Table shown in MICC 19.16 under Tree, Exceptional.

List the total number of trees for each category and the tree identification numbers from the arborist report.

Number of trees 36" or greater _____

List tree numbers: _____

Number of trees 24" or greater (including 36" or greater) _____

List tree numbers: _____

Number of trees from Exceptional Tree Table (MICC 19.16) _____

List tree numbers: _____

LARGE REGULATED TREES

Large Regulated Trees- means any tree with a diameter of 10 inches or more, and any tree that meets the definition of an Exceptional Tree.

Number of Large Regulated Trees on site _____ (A)

List tree numbers: _____

Number of Large Regulated Trees on site proposed for removal _____ (B)

List tree numbers: _____

Percentage of trees to be retained ((A-B)/Ax100) note: must be at least 30% _____ %

RIGHT OF WAY TREES

Right of Way Trees- means a tree that is located in the street right of way adjacent to the project property.

Number of Large Regulated Trees in right of way _____

List tree numbers: _____

Number of Large Regulated Trees in right of way proposed for removal _____

List tree numbers: _____

Reason for removal: _____

TREE REPLACEMENT

Tree replacement- removed trees must be replaced based on the ratio in the table below. Replacement trees shall be conifers at least six feet tall and or deciduous at least one and one-half inches in diameter at base.

Diameter of Removed Tree (measured 4.5' above ground)	Tree replacement Ratio	Number of Trees Proposed for Removal	Number of Tree Required for Replacement Based on Size/Type
Less than 10"	1		
10" up to 24"	2		
Greater than 24" up to 36"	3		
Greater than 36" and any Exceptional Tree	6		
TOTAL TREE REPLACEMENTS			

*2- This tree does not count for or against due to it being removed for risk. The tree is hollow at the base. Refer to arborist report.

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Greater than 24" up to 36"	3		
Greater than 36" and any Exceptional Tree	6		
TOTAL TREE REPLACEMENTS			

JOB NO.:	161347
DATE:	5/24/18
DRAFTED BY:	TLR
CHECKED BY:	SRM
SCALE:	N.T.S.
1 OF 3	

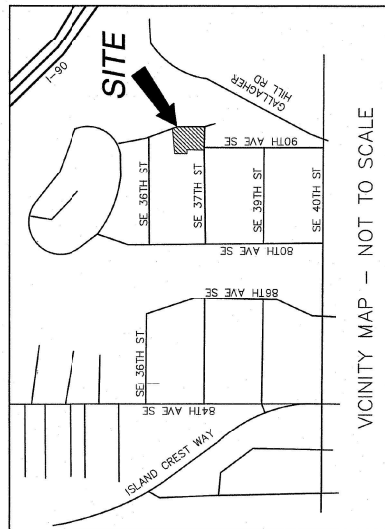
CITY OF MERCER ISLAND SUB17-017
 SE 1/4, SW 1/4 SEC. 07, T. 24N, R. 05E, W.M.
 SHIRLEY-WALLACE LLR
 PARCEL NO. 5021900395 & 5021900400
 MERCER ISLAND, WA

Terrane
 10801 Main Street, Suite 102, Bellevue, WA 98004
 support@terrane.net
 phone 425.458.4488
 www.terrane.net



389/107

SHIRLEY-WALLACE LLR
MERCER ISLAND LOT LINE REVISION NO. SUB17-017



VICINITY MAP - NOT TO SCALE

ACKNOWLEDGEMENTS
 A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
 COUNTY OF SAN FRANCISCO

ON 07/21/2018 BEFORE ME, JOSE KOPCH NOTARY PUBLIC PERSONALLY APPEARED MARLENE A WALLACE WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/IT EXECUTED THE SAME IN HIS/HER/ITS AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/ITS SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

(NOTARY'S SIGNATURE)

JOSE KOPCH
 NOTARY PUBLIC - CALIFORNIA
 SAN DIEGO COUNTY
 License No. 101285

DECLARATION
 WE THE UNDERSIGNED OWNER(S) IN FEE SIMPLE [AND CONTRACT PURCHASER(S)] OF THE LAND HEREIN DESCRIBED, DO HEREBY MAKE A LOT LINE REVISION THEREOF PURSUANT TO RCW 58.17.060, AND DECLARE THIS LOT LINE REVISION TO BE THE GRAPHIC REPRESENTATION OF THE LAND AS SHOWN ON THE ATTACHED SURVEY MAP, MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE OWNER(S).

IN WITNESS WHEREOF WE HAVE SET OUR HANDS AND SEALS.

BY: Marlene A Wallace
 MARLENE A. WALLACE

BY: Dale Shirley
 DALE SHIRLEY

BY: D.A. Shirley
 SHEILA SHIRLEY

ACKNOWLEDGEMENTS
 STATE OF WASHINGTON }
 COUNTY OF KING } SS.
 I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT DALE & SHEILA SHIRLEY, HUSBAND AND WIFE ARE THE PERSONS WHO APPEARED BEFORE ME, AND SAID PERSONS ACKNOWLEDGED THAT THEY SIGNED THIS INSTRUMENT, ON OATH STATED THAT THEY ACKNOWLEDGED IT TO BE THEIR FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 16 DAY OF JULY 2018

Sheila Shirley
 NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

PRINTED NAME JAMM A RAMWIN
 MY COMMISSION EXPIRES 01/23/2021

CITY OF MERCER ISLAND APPROVALS
 EXAMINED AND APPROVED THIS 31st DAY OF JULY 2018

John A. Wilson
 CODE OFFICIAL

EXAMINED AND APPROVED THIS 27th DAY OF JULY 2018

[Signature]
 CITY ENGINEER

KING COUNTY DEPARTMENT OF ASSESSMENTS
 EXAMINED AND APPROVED THIS 16th DAY OF August 2018

John A. Wilson
 ASSESSOR

[Signature]
 DEPUTY ASSESSOR

TAX ACCOUNT NO.(S) 5021900395, 5021900400

RECORDER'S CERTIFICATE
 FILED FOR RECORD THIS 6th DAY OF August 2018 AT 10:05 AM
 IN BOOK 381 OF SURVEYS, AT PAGE 107 AT THE REQUEST OF TERRANE, INC.

[Signature]
 MANAGER

Sean Rose
 SUPT. OF ASSESSMENTS

SURVEYOR'S CERTIFICATE
 THIS LOT LINE REVISION CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE APPROPRIATE STATE AND COUNTY STATUTE AND ORDINANCE AT THE REQUEST OF KING CONSTRUCTION IN FEBRUARY OF 2017.

Sean Rose
 SEAN A. ROULETTE-MILLER, CERTIFICATE NO. 51800 DATE 7-13-18

RECORDER'S CERTIFICATE
 FILED FOR RECORD THIS 6th DAY OF August 2018 AT 10:05 AM
 IN BOOK 381 OF SURVEYS, AT PAGE 107 AT THE REQUEST OF TERRANE, INC.

[Signature]
 MANAGER

BASIS OF BEARINGS
 NAD 83(91) WASHINGTON NORTH STATE PLANE COORDINATES PER GPS OBSERVATIONS.

SURVEYOR'S NOTES

- THE SURVEY SHOWN HEREON WAS PERFORMED IN JANUARY OF 2017. THE FIELD DATA WAS COLLECTED USING A TRIMBLE MAGNETIC MEDIA THROUGH AN ELECTRONIC THEODOLITE. THE DATA FILE IS ARCHIVED ON DISC OR CD. WRITTEN FIELD NOTES MAY NOT EXIST.
- ALL TITLE INFORMATION SHOWN ON THIS MAP HAS BEEN OBTAINED FROM THE KING COUNTY PUBLIC RECORDS. THIS SURVEY IS A "SUBDIVISION GUARANTEE" ORDER NO. 0113565-ETU DATED MAY 14, 2018 IN PREPARING THIS MAP TERRANE, INC. HAS CONDUCTED NO INDEPENDENT TITLE SEARCH NOR S. TERRANE, INC. IS AWARE OF ANY TITLE ISSUES AFFECTING THE SURVEYED PROPERTY OTHER THAN THOSE SHOWN ON THE MAP AND DISCLOSED BY THE REFERENCED DIVISION GUARANTEE. TERRANE, INC. HAS RELIED ON THE REPRESENTATIONS OF THE TITLES CONDITION TO PREPARE THIS SURVEY AND TERRANE, INC. QUALIFIES THE MAP'S ACCURACY AND COMPLETENESS TO THAT EXTENT.
- INSTRUMENTATION FOR THIS SURVEY WAS A TRIMBLE ELECTRONIC DISTANCE MEASURING UNIT. PROCEDURES USED IN THIS SURVEY MEET THE REQUIREMENTS OF THE KING COUNTY SURVEYING MEETS STATE STANDARDS SET BY WA 332-130-090.

APPROVAL NOTE:
 THIS REQUEST QUALIFIES FOR EXEMPTION UNDER RCW 58.17.040. IT DOES NOT GUARANTEE 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 HEREIN ARE UNDER THE SAME OWNERSHIP.

889/108

Terrane
10801 Main Street, Suite 102, Bellevue, WA 98004
phone 425.458.4488 support@terrane.net
www.terrane.net

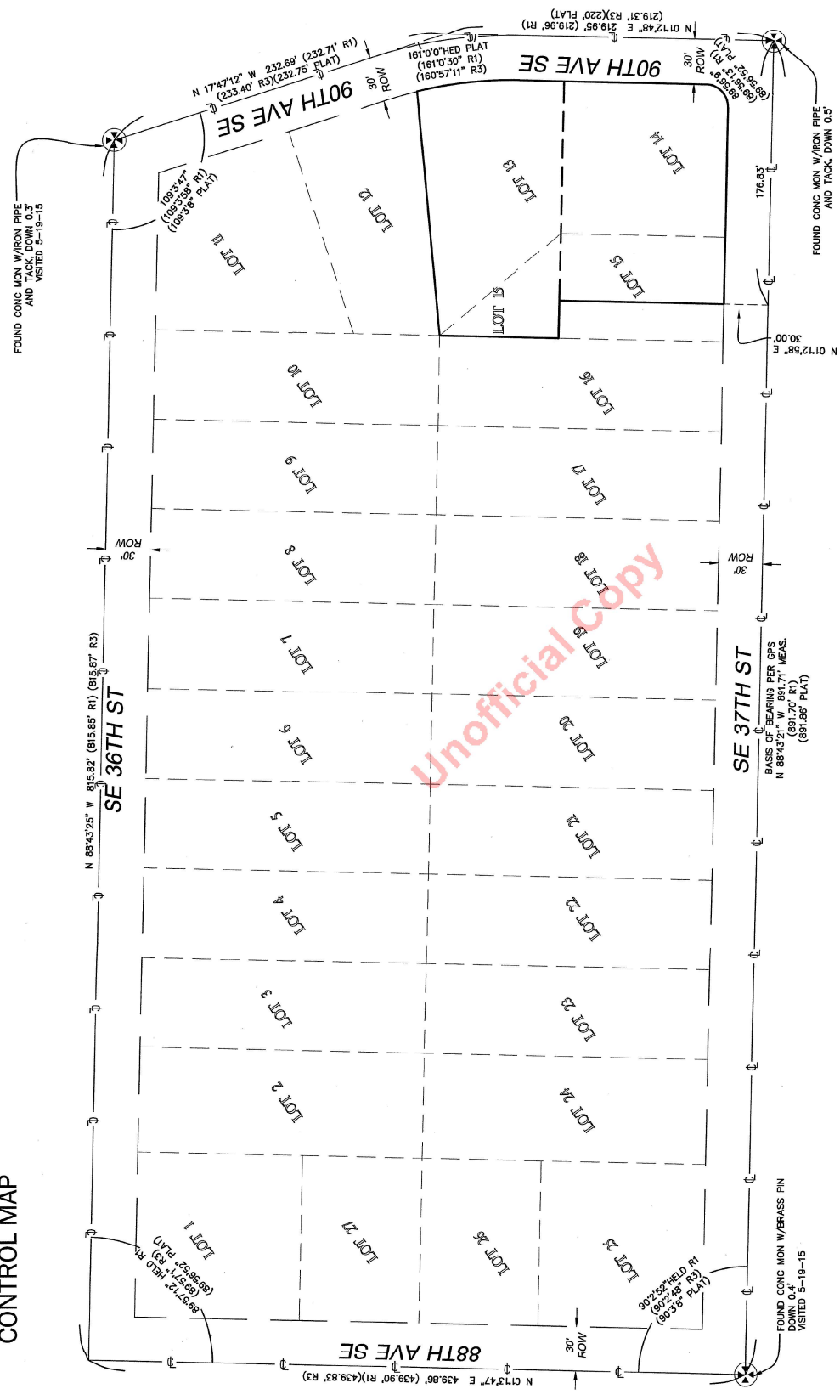


CITY OF MERCER ISLAND SUB17-017
SE 1/4, SW 1/4, SEC. 07, T. 24N., R. 05E., W.M.
SHIRLEY-WALLACE LLR
PARCEL NO. 5021900395 & 5021900400
90TH AVE SE
MERCER ISLAND, WA

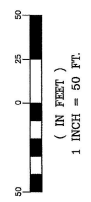
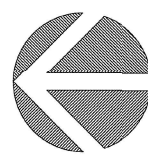
JOB NO.: 161347
DATE: 5/24/18
DRAFTED BY: TLR
CHECKED BY: SRM
SCALE: 1" = 50'
2 OF 3

MERCER ISLAND
LOT LINE REVISION NO. SUB17-017

CONTROL MAP



Unofficial Copy



(IN FEET)
1 INCH = 50 FT.

389/109

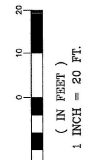
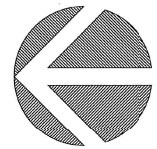
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WA
CITY OF MERCER ISLAND SUB17-017
SHIRLEY-WALLACE LLR
PARCEL NO. 5021900395 & 5021900400
90TH AVE SE
MERCER ISLAND,
JOB NO.: 161347
DATE: 5/24/18
DRAFTED BY: TLR
CHECKED BY: SRM
SCALE: 1" = 20'
3 OF 3

MERCER ISLAND
LOT LINE REVISION NO. SUB17-017

- LEGEND**
- BUILDING
 - CENTERLINE ROW
 - DECK
 - MONUMENT IN CASE (FOUND)
 - REBAR/IRON PIPE (FOUND)
 - REBAR & CAP (SET)
 - RECORD DATA



PARCEL AREAS

ORIGINAL PARCEL A = 15,213 SF (0.35 ACRES)
NEW PARCEL A = 14,509 SF (0.33 ACRES)
ORIGINAL PARCEL B = 16,097 SF (0.37 ACRES)
NEW PARCEL B = 16,801 SF (0.39 ACRES)

ORIGINAL LOT DESCRIPTIONS

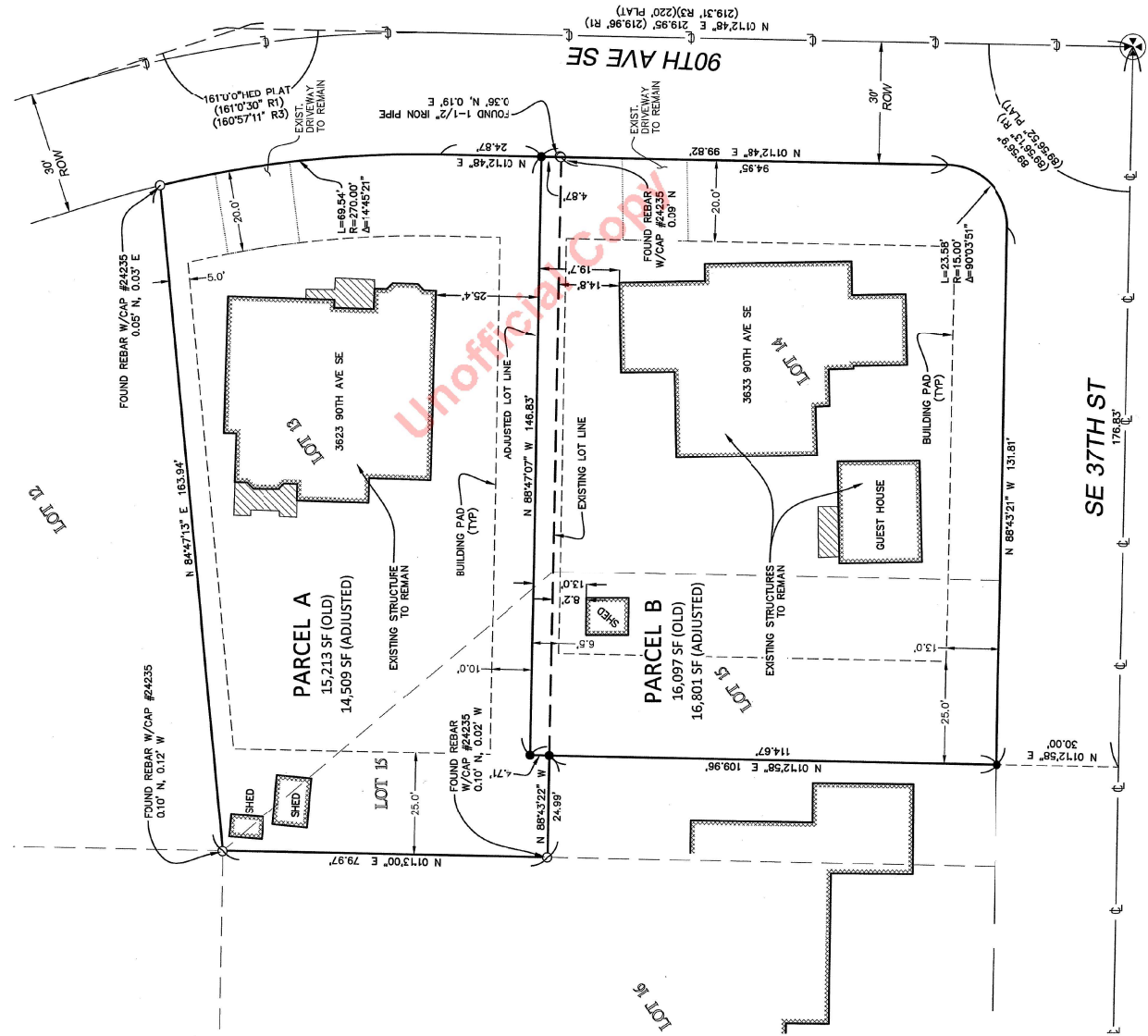
PARCEL A
LOT 13 AND THAT PORTION OF LOT 15, BLOCK 3, LYING NORTH OF THE SOUTHERLY LINE OF SAID LOT 13, PRODUCED WESTERLY TO THE WEST LINE OF SAID LOT 15, MADRONA CREST ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 42 OF PLATS, PAGE 12, IN KING COUNTY, WASHINGTON.

PARCEL B
LOT 14, AND THE EASTERLY 45 FEET OF THE SOUTH 110 FEET OF LOT 15, BLOCK 3, MADRONA CREST ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 42 OF PLATS, PAGE 12, IN KING COUNTY, WASHINGTON.

NEW LOT DESCRIPTIONS

PARCEL A
LOT 13 AND THAT PORTION OF LOT 15, BLOCK 3, LYING NORTH OF THE SOUTHERLY LINE OF SAID LOT 13, PRODUCED WESTERLY TO THE WEST LINE OF SAID LOT 15, MADRONA CREST ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 42 OF PLATS, PAGE 12, IN KING COUNTY, WASHINGTON; EXCEPT WITH THAT PORTION OF LOTS 13 AND 15 IN SAID BLOCK 3, DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 13;
THENCE NORTH 88°43'22" WEST, ALONG THE SOUTH LINE OF SAID LOT 13, AND ALONG SAID SOUTH LINE EXTENDED WEST, A DISTANCE OF 146.83 FEET;
THENCE NORTH 011°2'58" EAST 4.71 FEET;
THENCE SOUTH 88°47'07" EAST 146.83 FEET, TO A POINT ON THE EAST LINE OF SAID LOT 13;
THENCE SOUTH 011°2'48" WEST, ALONG THE EAST LINE OF SAID LOT 13, A DISTANCE OF 4.87 FEET, TO THE POINT OF BEGINNING.

PARCEL B
LOT 14 AND THE EASTERLY 45 FEET OF THE SOUTH 110 FEET OF LOT 15, BLOCK 3, MADRONA CREST ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 42 OF PLATS, PAGE 12, IN KING COUNTY, WASHINGTON; TOGETHER WITH THAT PORTION OF LOTS 13 AND 15 IN SAID BLOCK 3, DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 13;
THENCE NORTH 88°43'22" WEST, ALONG THE SOUTH LINE OF SAID LOT 13, AND ALONG SAID SOUTH LINE EXTENDED WEST, A DISTANCE OF 146.83 FEET;
THENCE NORTH 011°2'58" EAST 4.71 FEET;
THENCE SOUTH 88°47'07" EAST 146.83 FEET, TO A POINT ON THE EAST LINE OF SAID LOT 13;
THENCE SOUTH 011°2'48" WEST, ALONG THE EAST LINE OF SAID LOT 13, A DISTANCE OF 4.87 FEET, TO THE POINT OF BEGINNING.



Hannsjoerg Hasche-Kluender
3715 90th Ave. S.E.
Mercer Island, WA. 98040-3715

M.I., August 27, 2019

City of Mercer Island
9611 SE 36th Street
Mercer Island, WA, 98040-3733

RE: 3633 90th Ave. SE, Mercer Island, WA, 98040, Tax Parcel No: 502190-0400,
File: SUB18-008.

Dear Sir / Madam:

Thank you for the opportunity to comment on the project listed above. My main concern is the general practice of putting often big, ugly boxes on small lots. Is it possible to consider smaller Rambler type construction on these two lots?.

Thank you.



Hanns Hasche-Kluender