

SUBDIVISION

Issued By:



CHICAGO TITLE INSURANCE COMPANY

Guarantee/Certificate Number:

0267315-ETU - SECOND

CHICAGO TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

Pando Capital

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 Company of Washington
11900 NE 1st St., Suite 110
Bellevue, WA 98005

Countersigned By:

Nathan Warwick
Authorized Officer or Agent



Chicago Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

CHICAGO TITLE INSURANCE COMPANY

ISSUING OFFICE:
Title Officer: Eastside Title Unit Chicago Title Company of Washington 11900 NE 1st St., Suite 110 Bellevue, WA 98005 Main Phone: (425)646-9883 Email: CTIBellevueETU@ctt.com

SCHEDULE A

Liability	Premium	Tax
\$1,000.00	\$350.00	\$35.35

Effective Date: March 26, 2024 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:](#)

Colonel F. Betz, Trustee of the Mercer Lakehouse Trust dated July 28, 2023

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

For APN/Parcel ID(s): [544230-0765-04 and 544230-0796-07](#)

PARCEL A:

THE SOUTH 150 FEET OF LOTS 1, 2, 3, 4, 5, 6, 7 AND 8, BLOCK 10, MENAGE'S FIRST ADDITION TO EAST SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9 OF PLATS, PAGE 32, RECORDS OF KING COUNTY, WASHINGTON;

EXCEPT THE WEST 20 FEET THEREOF;

TOGETHER WITH SHORELANDS OF THE SECOND CLASS, AS CONVEYED BY THE STATE OF WASHINGTON, SITUATE IN FRONT OF, ADJACENT TO OR UPON THAT PORTION OF THE GOVERNMENT MEANDER LINE LYING IN FRONT OF LOTS 6, 7 AND 8, IN SAID BLOCK 10; AND

TOGETHER WITH THE WEST 20 FEET OF THAT PORTION OF THE VACATED PORTION OF VILAS STREET (63RD AVENUE SOUTHEAST) ADJOINING SAID BLOCK 10 ON THE EAST AND LYING SOUTHERLY OF THE SOUTHERLY LINE OF LAKE AVENUE; AND

TOGETHER WITH THAT PORTION OF VACATED LAKE AVENUE (SOUTHEAST 21ST STREET) ADJOINING WHICH ATTACHED THERETO BY OPERATION OF LAW;

EXCEPT ANY PORTION LYING WESTERLY OF THE NORTHERLY PRODUCTION OF THE WEST LINE OF LOT 8 IN SAID BLOCK 10;

(ALSO KNOWN AS PARCEL A, CITY OF MERCER ISLAND LOT LINE ADJUSTMENT NO. SUB05-017 RECORDED UNDER [RECORDING NO. 20060512900009](#), RECORDS OF KING COUNTY, WASHINGTON.)

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

PARCEL B:

LOTS 1, 2, 3, 4, 5, 6, 7 AND 8, BLOCK 10, MENAGE'S FIRST ADDITION TO EAST SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9 OF PLATS, PAGE 32, RECORDS OF KING COUNTY, WASHINGTON;

EXCEPT THE SOUTH 150 FEET THEREOF; AND TOGETHER WITH THE WEST 20 FEET OF THE SOUTH 150 FEET;

TOGETHER WITH SHORELANDS OF THE SECOND CLASS, AS CONVEYED BY THE STATE OF WASHINGTON, SITUATE IN FRONT OF, ADJACENT TO OR UPON THAT PORTION OF THE GOVERNMENT MEANDER LINE LYING IN FRONT OF LOTS 6, 7 AND 8, IN SAID BLOCK 10;

AND TOGETHER WITH THE WEST 20 FEET OF THAT PORTION OF THE VACATED PORTION OF VILAS STREET (63RD AVENUE SOUTHEAST) ADJOINING SAID BLOCK 10 ON THE EAST AND LYING SOUTHERLY OF THE SOUTHERLY LINE OF LAKE AVENUE; AND

TOGETHER WITH THAT PORTION OF VACATED LAKE AVENUE (SOUTHEAST 21ST STREET) ADJOINING WHICH ATTACHED THERETO BY OPERATION OF LAW;

EXCEPT ANY PORTION LYING WESTERLY OF THE NORTHERLY PRODUCTION OF THE WEST LINE OF LOT 8 IN SAID BLOCK 10;

(ALSO KNOWN AS PARCEL B, CITY OF MERCER ISLAND LOT LINE ADJUSTMENT NO. SUB-05-017, RECORDED UNDER [RECORDING NO. 20060512900009](#), RECORDS OF KING COUNTY, WASHINGTON.)

EXHIBIT "A"
[Legal Description](#)

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

SCHEDULE B**GENERAL EXCEPTIONS:**

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

SPECIAL EXCEPTIONS:

1. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, 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 Menage's First Addition to East Seattle, recorded in Volume 9 of Plats, Page 32:

[Recording No: 177286](#)

2. Exceptions and reservations contained in deed whereby the grantor excepts and reserves all oil, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working the same and providing that such rights shall not be exercised until provision has been made for full payment of all damages sustained by reason of such entry

Grantor: State of Washington
[Recording No.: 706105](#)
Affects: Portion of said premises lying within Second Class Shorelands

Right of the State of Washington or its successors, subject to payment of compensation, to acquire rights of way for private railroads, skid roads, flumes, canals, water courses or other easements for transporting and moving timber, stone, minerals and other products from this and other land, as reserved in above-referenced deed.

The Company makes no representations about the present ownership of these reserved and excepted interests.

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

Granted to: Mercer Island Sewer District, a municipal corporation
Purpose: Installing, constructing, maintaining, operating, repairing and replacing the sewer pipeline or lines and all necessary connections and appurtenances, together with the right of ingress and egress
Recording Date: January 18, 1956
[Recording No.:](#) [4655747](#)
Affects: A strip of Land 10 feet in width across second class shorelands of Parcel B

4. Easement(s) for the purpose(s) shown below and rights incidental thereto as shown in the document

Reserved by: Jess B. Ochs
Recording Date: July 15, 1960
[Recording No.:](#) [5181813](#)
Purpose: Ingress and egress
Affects: The Westerly 20 feet of a portion of Parcel B

SCHEDULE B

(continued)

5. Easement(s) for the purpose(s) shown below and rights incidental thereto as shown in the document
- Reserved by: Alta Z. Ochs
Recording Date: July 15, 1960
[Recording No.:](#) [5181814](#)
Purpose: Ingress and egress
Affects: The Westerly 20 feet of a portion of Parcel B
6. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Puget Sound Power & Light Company, a Washington corporation
Purpose: Electric transmission and/or distribution line, together with necessary appurtenances
Recording Date: October 16, 1980
[Recording No.:](#) [8010160492](#)
Affects: The West 20 feet of that portion of vacated portion of Vilas Street (63RD Avenue Southeast) adjoining Lots 1 to 6, inclusive, in said Block 10
7. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, 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 City of Mercer Island Lot Line Adjustment No. SUB05-017, recorded in Book 204 of Surveys, Page 170:
- [Recording No.:](#) [20060512900009](#)
8. Indemnification and Hold Harmless Agreement and the terms and conditions thereof:
- Recording Date: August 9, 2006
[Recording No.:](#) [20060809001437](#)
9. Joint Agreement for Adjacent Moorage Facility and Boat Lift and the terms and conditions thereof:
- Recording Date: March 16, 2009
[Recording No.:](#) [20090316000465](#)
- Affects: Parcel B
10. Question of location of lateral boundaries of said second class tidelands or shorelands.
11. Any question that may arise due to shifting and changing in the course, boundaries or high water line of Lake Washington.
12. Rights of the State of Washington in and to that portion, if any, of the Land which lies below the line of ordinary high water of Lake Washington.
13. Any prohibition or limitation of use, occupancy or improvement of the Land resulting from the rights of the public or riparian owners to use any portion which is now or was formerly covered by water.

SCHEDULE B

(continued)

14. Paramount rights and easements in favor of the United States for commerce, navigation, fisheries and the production of power.
15. 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: | 2024 |
| Tax Account No.: | 544230-0765-04 |
| Levy Code: | 1031 |
| Assessed Value-Land: | \$1,513,000.00 |
| Assessed Value-Improvements: | \$0.00 |
| General and Special Taxes: | |
| Billed: | \$10,427.94 |
| Paid: | \$0.00 |
| Unpaid: | \$10,427.94 |
| Affects: | Parcel A |
16. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):
- | | |
|----------------------------------|--------------------------------|
| Year: | 2024 |
| Tax Account No.: | 544230-0796-07 |
| Levy Code: | 1031 |
| Assessed Value-Land: | \$8,830,000.00 |
| Assessed Value-Improvements: | \$13,136,000.00 |
| General and Special Taxes: | |
| Billed: | \$151,139.97 |
| Paid: | \$0.00 |
| Unpaid: | \$151,139.97 |
| Affects: | Parcel B |
17. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.
18. Any unrecorded leaseholds, right of vendors and holders of security interests on personal property installed upon the Land and rights of tenants to remove trade fixtures at the expiration of the terms.

NOTES:

SCHEDULE B
(continued)

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:

PTN OF LTS 1, 2, 3, 4, 5, 6, 7 AND 8, BLK 10, MENAGE'S FIRST ADDN TO EAST SEATTLE, AKA PARCEL A & B, LLA NO. SUB-05-017, REC 20060512900009

[Tax Account No.: 544230-0765-04](#) and 544230-0796-07

END OF SCHEDULE B

When recorded return to:

Colonel F. Betz
Mercer Lakehouse Trust
C/O Colonel Betz | Perkins Coie LLP, 1201 Third
Avenue Suite 4900
Seattle, WA 98101

Filed for record at the request of:



CHICAGO TITLE
COMPANY OF WASHINGTON

11900 NE 1st St., Suite 110
Bellevue, WA 98005

Chicago Title - 0247974-ETU

Escrow No.: 0247974-ETU

STATUTORY WARRANTY DEED

THE GRANTOR(S) 6226 SE 22nd LLC, a Delaware limited liability company as to Parcel A and
Lakehouse - 6236 LLC, a Delaware limited liability company as to Parcel B

for and in consideration of Ten And No/100 Dollars (\$10.00) , and other valuable consideration
in hand paid, conveys and warrants to Colonel F. Betz, Trustee of the Mercer Lakehouse Trust dated
July 28, 2023

the following described real estate, situated in the County of King, State of Washington:

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

Abbreviated Legal: (Required if full legal not inserted above.)

PARCEL A & B, CITY OF MERCER ISLAND, LLA # SUB05-017, REC NO 20060512900009

Tax Parcel Number(s): 544230-0765

Tax Parcel Number(s): 544230-0796

Subject to:

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

STATUTORY WARRANTY DEED
(continued)

Dated: 08/15/2023

6226 SE 22nd LLC

BY: Benis Reffkin
Benis Reffkin
Manager

Lakehouse-6236 LLC

BY: Benis Reffkin
Benis Reffkin
Manager

State of Washington
County of Snohomish

This record was acknowledged before me on 08/15/2023 by Benis Reffkin as
Manager of 6226 SE 22nd LLC.

COLLEEN T BLAKE
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION # 210372
COMMISSION EXPIRES 10/19/2023

Colleen Blake
Notary Public
My commission expires: 10/19/2023

This notarial act involved the use of communication technology

State of Washington
County of Snohomish

This record was acknowledged before me on 08/15/2023 by Benis Reffkin as
Manager of Lakehouse-6236 LLC.

Colleen Blake
(Signature of notary public)
Notary Public in and for the State of Washington
My appointment expires: 10/19/2023

COLLEEN T BLAKE
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION # 210372
COMMISSION EXPIRES 10/19/2023

This notarial act involved the use of communication technology

EXHIBIT "A"
Legal Description

PARCEL A:

THE SOUTH 150 FEET OF LOTS 1, 2, 3, 4, 5, 6, 7 AND 8, BLOCK 10, MENAGE'S FIRST ADDITION TO EAST SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9 OF PLATS, PAGE(S) 32, IN KING COUNTY, WASHINGTON;

EXCEPT THE WEST 20 FEET THEREOF;

TOGETHER WITH SHORELANDS OF THE SECOND CLASS, AS CONVEYED BY THE STATE OF WASHINGTON, SITUATE IN FRONT OF, ADJACENT TO OR UPON THAT PORTION OF THE GOVERNMENT MEANDER LINE LYING IN FRONT OF LOTS 6, 7 AND 8, IN SAID BLOCK 10; AND

TOGETHER WITH THE WEST 20 FEET OF THAT PORTION OF THE VACATED PORTION OF VILAS STREET (63RD AVENUE SOUTHEAST) ADJOINING SAID BLOCK 10 ON THE EAST AND LYING SOUTHERLY OF THE SOUTHERLY LINE OF LAKE AVENUE; AND

TOGETHER WITH THAT PORTION OF VACATED LAKE AVENUE (SOUTHEAST 21ST STREET) ADJOINING WHICH ATTACHED THERETO BY OPERATION OF LAW;

EXCEPT ANY PORTION LYING WESTERLY OF THE NORTHERLY PRODUCTION OF THE WEST LINE OF LOT 8 IN SAID BLOCK 10;

(ALSO KNOWN AS PARCEL A, CITY OF MERCER ISLAND LOT LINE ADJUSTMENT NUMBER SUB05-017 RECORDED UNDER RECORDING NUMBER 20060512900009).

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

PARCEL B:

LOTS 1, 2, 3, 4, 5, 6, 7 AND 8, BLOCK 10, MENAGE'S FIRST ADDITION TO EAST SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9 OF PLATS, PAGE 32, IN KING COUNTY, WASHINGTON;

EXCEPT THE SOUTH 150 FEET THEREOF AND TOGETHER WITH THE WEST 20 FEET OF THE SOUTH 150 FEET;

TOGETHER WITH SHORELANDS OF THE SECOND CLASS, AS CONVEYED BY THE STATE OF WASHINGTON, SITUATE IN FRONT OF, ADJACENT TO OR UPON THAT PORTION OF THE GOVERNMENT MEANDER LINE LYING IN FRONT OF LOTS 6, 7 AND 8, IN SAID BLOCK 10; AND

TOGETHER WITH THE WEST 20 FEET OF THAT PORTION OF THE VACATED PORTION OF VILAS STREET (63RD AVENUE SOUTHEAST) ADJOINING SAID BLOCK 10 ON THE EAST AND LYING SOUTHERLY OF THE SOUTHERLY LINE OF LAKE AVENUE; AND

TOGETHER WITH THAT PORTION OF VACATED LAKE AVENUE (SOUTHEAST 21ST STREET) ADJOINING WHICH ATTACHED THERETO BY OPERATION OF LAW;

EXCEPT ANY PORTION LYING WESTE

ALSO KNOWN AS PARCEL B, CITY OF MERCER ISLAND LOT LINE ADJUSTMENT NUMBER SUB-05-017, RECORDED UNDER RECORDING NUMBER 20060512900009).

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

EXHIBIT "B"
Exceptions

Exceptions Set forth on attached exhibit and by this reference made a part hereof as if fully incorporated herein.

1. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, 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 Menage's First Addition to East Seattle:

Recording No: 177286

2. Exceptions and reservations contained in deed whereby the grantor excepts and reserves all oil, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working the same and providing that such rights shall not be exercised until provision has been made for full payment of all damages sustained by reason of such entry

Grantor: State of Washington
Recording No.: 706105
Affects: Portion of said premises lying within Second Class Shorelands

Right of the State of Washington or its successors, subject to payment of compensation, to acquire rights of way for private railroads, skid roads, flumes, canals, water courses or other easements for transporting and moving timber, stone, minerals and other products from this and other land, as reserved in above-referenced deed.

The Company makes no representations about the present ownership of these reserved and excepted interests.

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

Granted to: Mercer Island Sewer District, a municipal corporation
Purpose: Installing, constructing, maintaining, operating, repairing and replacing the sewer pipeline or lines and all necessary connections and appurtenances, together with the right of ingress and egress
Recording Date: January 18, 1956
Recording No.: 4655747
Affects: A strip of Land 10 feet in width across second class shorelands of Parcel B

4. Easement(s) for the purpose(s) shown below and rights incidental thereto as shown in the document

Reserved by: Jess B. Ochs
Recording Date: July 15, 1960
Recording No.: 5181813
Purpose: Ingress and egress
Affects: The Westerly 20 feet of a portion of Parcel B

5. Easement(s) for the purpose(s) shown below and rights incidental thereto as shown in the document

Reserved by: Alta Z. Ochs
Recording Date: July 15, 1960
Recording No.: 5181814
Purpose: Ingress and egress
Affects: The Westerly 20 feet of a portion of Parcel B

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

Granted to: Puget Sound Power & Light Company, a Washington corporation
Purpose: Electric transmission and/or distribution line, together with necessary

EXHIBIT "B"
Exceptions
(continued)

appurtenances
Recording Date: October 16, 1980
Recording No.: 8010160492
Affects: The West 20 feet of that portion of vacated portion of Vilas Street (63RD Avenue Southeast) adjoining Lots 1 to 6, inclusive, in said Block 10

7. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, 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 City of Mercer Island Lot Line Adjustment No. SUB05-017:

Recording No: 20060512900009

8. Indemnification and Hold Harmless Agreement and the terms and conditions thereof:

Recording Date: August 9, 2006
Recording No.: 20060809001437

9. Joint Agreement for Adjacent Moorage Facility and Boat Lift and the terms and conditions thereof:

Recording Date: March 16, 2009
Recording No.: 20090316000465

Affects: Parcel B

10. Question of location of lateral boundaries of said second class tidelands or shorelands.
11. Any question that may arise due to shifting and changing in the course, boundaries or high water line of Lake Washington.
12. Rights of the State of Washington in and to that portion, if any, of the Land which lies below the line of ordinary high water of Lake Washington.
13. Any prohibition or limitation of use, occupancy or improvement of the Land resulting from the rights of the public or riparian owners to use any portion which is now or was formerly covered by water.
14. Paramount rights and easements in favor of the United States for commerce, navigation, fisheries and the production of power.
15. City, county or local improvement district assessments, if any.

**CITY OF MERCER ISLAND
WASHINGTON
LOT LINE ADJUSTMENT
NO.: SUB05-017**

DECLARATION

KNOW ALL MEN BY THESE PRESENTS THAT WE THE UNDER-
SIGNED OWNERS OF THE LAND HEREIN DESCRIBED DO HEREBY
MAY BE BOUND BY THE ADJUSTMENT TO BE MADE TO
ROW 5A 17.000 AND DECLARE THIS ADJUSTMENT TO BE THE
GRAPHIC REPRESENTATION OF THE SAME, AND THAT SAID
ADJUSTMENT IS MADE WITH THE FREE CONSENT AND IN AC-
CORDANCE WITH THE DESIRES OF THE OWNER(S) IN WITNESS
WHEREOF WE HAVE SET OUR HANDS AND SEALS.

DOUGLAS W. SHIH

STATE OF Washington) SS
COUNTY OF King)
ON THIS DAY PERSONALLY APPEARED BEFORE ME

DOUGLAS W. SHIH
TO BE KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED
THE ABOVE INSTRUMENT AND TO BE THE SAME AS THE INDIVIDUALS WHO
SHE SIGNED THE SAME AS HIGHER FREE AND VOLUNTARY ACT AND DEED
FOR THE USES AND PURPOSES HEREIN MENTIONED.
GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS 05 DAY OF May,
2006.



Douglas W. Shih
NOTARY PUBLIC IN AND FOR THE STATE OF
WASHINGTON
MY COMMISSION EXPIRES 5/9/09

RECORDERS CERTIFICATE
FILED FOR RECORD THIS 12 DAY OF May 2006 AT 12:53
IN BOOK 204 OF Sub C-41 AT PAGE 170 AT THE REQUEST OF
Thomas Volendromp PLS#38964
SURVEYOR'S NAME
MANAGER *Michael Holmstrom*
SUPT. OF RECORDS

CITY OF MERCER ISLAND APPROVAL

DATE: 5-10-2006
CODE OFFICIAL: Richard Hart
CITY ENGINEER: *[Signature]*

**PARCEL A
EXISTING LEGAL DESCRIPTION**

LOTS 1, 2, 3, 4, 5, 6, 7 AND 8, BLOCK 10, MENAGER'S FIRST ADDITION TO EAST
SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9 OF
PLATS, PAGE (S) 32, IN KING COUNTY, WASHINGTON.
TOGETHER WITH SHORELANDS OF THE SECOND CLASS, AS CONVEYED BY
THAT PORTION OF THE GOVERNMENT MEANDER LINE LYING IN FRONT OF
LOTS 6, 7 AND 8, IN SAID BLOCK 10, AND
TOGETHER WITH THE WEST 20 FEET OF THAT PORTION OF THE VACATED
PORTION OF WILAS STREET (63RD AVENUE SOUTHEAST) ADJOINING SAID
BLOCK 10 ON THE EAST AND LYING SOUTHERLY OF THE SOUTHERLY LINE
OF LAKE AVENUE, AND
TOGETHER WITH THAT PORTION OF VACATED LAKE AVENUE (SOUTHEAST
21ST STREET) ADJOINING WHICH ATTACHED HERETO BY OPERATION OF
LAW, EXCEPT ANY PORTION LYING WESTERLY OF THE NORTHERLY PRODUCTION
OF THE WEST LINE OF LOT 8 IN SAID BLOCK 10.

KING COUNTY

DEPARTMENT OF ASSESSMENTS
EXAMINED & APPROVED THIS 11TH DAY OF MAY, 2006
RE: TAX PARCEL NOS: 544230-0786, 544230-0785, 544230-810, 544230-0786
SCOTT KASBE
KING COUNTY ASSESSOR
[Signature]
DEPUTY KING COUNTY ASSESSOR

RECORDING NO. 20060512900009 VOL./PAGE 204/170

PORTION OF
NE 1/4 of SE 1/4 S 02 T 24 R 4
E. 1/4 W.M.

**PARCEL A
NEW LEGAL DESCRIPTION**

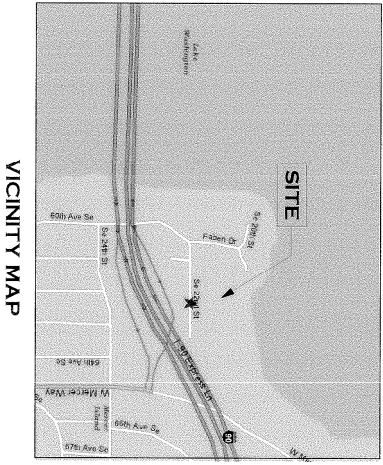
THE SOUTH 150 FEET OF LOTS 1, 2, 3, 4, 5, 6, 7 AND 8, BLOCK 10, MENAGER'S
FIRST ADDITION TO EAST SEATTLE, ACCORDING TO THE PLAT THEREOF
RECORDED IN VOLUME 9 OF PLATS, PAGE (S) 32, IN KING COUNTY, WASHINGTON,
EXCEPT THE WEST 20 FEET THEREOF.
TOGETHER WITH SHORELANDS OF THE SECOND CLASS, AS CONVEYED BY
THAT PORTION OF THE GOVERNMENT MEANDER LINE LYING IN FRONT OF
LOTS 6, 7 AND 8, IN SAID BLOCK 10, AND
TOGETHER WITH THE WEST 20 FEET OF THAT PORTION OF THE VACATED
PORTION OF WILAS STREET (63RD AVENUE SOUTHEAST) ADJOINING SAID
BLOCK 10 ON THE EAST AND LYING SOUTHERLY OF THE SOUTHERLY LINE
OF LAKE AVENUE, AND
TOGETHER WITH THAT PORTION OF VACATED LAKE AVENUE (SOUTHEAST
21ST STREET) ADJOINING WHICH ATTACHED HERETO BY OPERATION OF
LAW, EXCEPT ANY PORTION LYING WESTERLY OF THE NORTHERLY PRODUCTION
OF THE WEST LINE OF LOT 8 IN SAID BLOCK 10.

**PARCEL B
NEW LEGAL DESCRIPTION**

LOTS 1, 2, 3, 4, 5, 6, 7 AND 8, BLOCK 10, MENAGER'S FIRST ADDITION TO EAST SEATTLE
ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9 OF PLATS, PAGE (S) 32,
IN KING COUNTY, WASHINGTON, EXCEPT THE SOUTH 150.00 FEET THEREOF, AND
TOGETHER WITH THE WEST 20.00 FEET OF THE SOUTH 150.00 FEET
TOGETHER WITH SHORELANDS OF THE SECOND CLASS, AS CONVEYED BY
THAT PORTION OF THE GOVERNMENT MEANDER LINE LYING IN FRONT OF
LOTS 6, 7 AND 8, IN SAID BLOCK 10, AND
TOGETHER WITH THE WEST 20 FEET OF THAT PORTION OF THE VACATED
PORTION OF WILAS STREET (63RD AVENUE SOUTHEAST) ADJOINING SAID
BLOCK 10 ON THE EAST AND LYING SOUTHERLY OF THE SOUTHERLY LINE
OF LAKE AVENUE, AND
TOGETHER WITH THAT PORTION OF VACATED LAKE AVENUE (SOUTHEAST
21ST STREET) ADJOINING WHICH ATTACHED HERETO BY OPERATION OF
LAW, EXCEPT ANY PORTION LYING WESTERLY OF THE NORTHERLY PRODUCTION
OF THE WEST LINE OF LOT 8 IN SAID BLOCK 10.

BASIS OF BEARINGS

THE PLAT OF FABRY'S POINT WATER FRONT TRACTS, AS RECORDED IN
VOLUME 33 OF PLATS ON PAGE 17, RECORDS OF KING COUNTY,
WASHINGTON,
ACCEPTED THE PLAT BEARINGS OF MEASURE AVE BASED ON FOUND
MONUMENTS



VICINITY MAP

LAND SURVEYOR'S CERTIFICATE

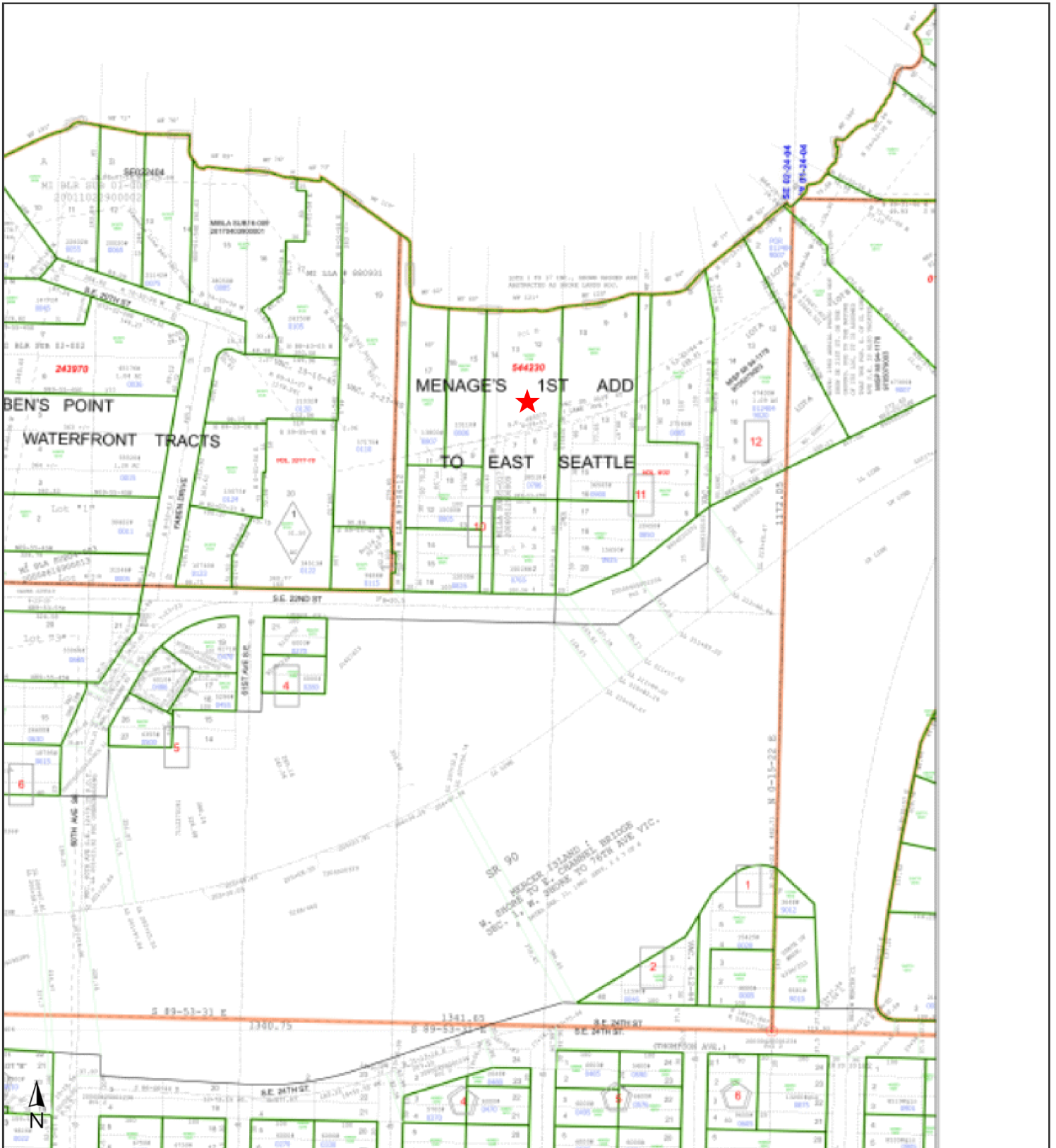
THIS BOUNDARY LINE ADJUSTMENT CORRECTLY REPRE-
SENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN
CONFORMANCE WITH STATE AND COUNTY STATUTES.
IN WIC 20 06
Thomas Volendromp, P.L.S. Certificate no. 38964



GeoDatum Inc.
SURVEYING - CIVIL - STRUCTURAL
22525 SE 6th Pkwy
Issaquah, WA 98027
(425) 837-4883
www.geodatum.com

**SHIH LOT
LINE ADJUSTMENT**
DRAWN BY AMS DATE 11/07/2005 JOB NO. 2003-184
CHECKED BY TNW SCALE N/A SHEET 1 OF 2

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



ParcelID: 544230796
Tax Account #: 54423079607
6236 SE 22nd St, Mercer Island WA 98040

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

no w seal of sta

attest I M Howell Acting Governor
J Grant Hinkle Assistant Secretary
of State

--vol 9--566

fld by gtee ml to Edward Clifford ml to 1019 3rd ave LDP

D Sep 21 1910 9 13 (fr 695428)
Sep 7 1910 \$40

706205

751-464

21
134
136

State of Washington
to C T Hardinger

-- as form 695428--

all tide and shore lnds of the second class owned by the S of W
sit in front of adj to or upon tht portion of the gvt mndr line
lying in front of lots 6 7 and 8 of blk 10 Menage's first add
to East Seattle with a frontage of 1.60 lin chs m or l measured
alg the mndr line in front of a portion of lot 1 sec 2 tp 24 n r
4 E of the W M acc to the etfd copy of the gvt field notes of the
survey thof on file in the ofc of the commr of pub lnds at
Olympia Wn

-- as form 695428--
no w state seal

attest I M Howell Acting Governor
J Grant Hinkle Assistant Secretary
of State

-- vol 9--565

fld by gtee ml to sm Empire bld LDP

Emt Jan 18-56

Not Dtd (Ack dtd Dec 12 and dec 14-55) \$1.00 & evs ⁴⁶⁵⁵⁷⁴⁷

T M Elliott and Mabel L Elliott
to Mercer Island Sewer District, a municipal corp
across 2nd class shore lands adj. within described #5
sphere by -- sm as 4655654 ---

Lot 1 -16 inclusive and ptn vacated at adjacent and
shorelands adj blk 10 Manages, First Addn to East Seattle

for purpose of --

XCNOK

01X1DXX

K

5181813

QUIT CLAIM DEED

RECORDED
VOL.....
PAGE..... REQUEST OF

1960 JUL 15 PM 12 28

FILED for Record at Request of
ROBERT A. MORRIS AUDITOR
COUNTY WASH. DEPUTY

Name: W. Wesselhoft
Address: 929 Logan Bldg.
Seattle, Wn.

WASHINGTON
TITLE INSURANCE
COMPANY
SEATTLE, WASHINGTON

Mail to

Send Tax Statement to

\$2.00

FORM L56 R

Quit Claim Deed

THE GRANTOR JESS B. OCHS

for and in consideration of love and affection

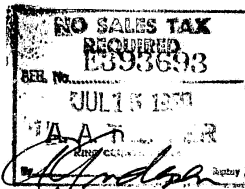
conveys and quit claims to ALTA Z. OCHS

the following described real estate, situated in the County of King

State of Washington including any interest therein which grantor may hereafter acquire:

Lots 1, 2, 3, 4 and the south five (5) feet of Lot 5
in Block 10 of Menage's First Addition to East Seattle,
as per plat recorded in Vol. 9 of Plats on p. 32, records
of said county, together with the west 20 feet of that
portion of the vacated Vilas Street (63rd Ave. Southeast)
adjoining said area on the east, reserving unto the grantor
the right of ingress and egress along the westerly ~~ten~~ **twenty (20)**
~~(10)~~ feet thereof,

J. K. O.



Dated this 14th day of July, 1960

Jess B. Ochs (SEAL)

..... (SEAL)

STATE OF WASHINGTON, } ss.
County of King

On this day personally appeared before me JESS B. OCHS
to me known to be the individual described in and who executed the within and foregoing instrument, and
acknowledged that he signed the same as his free and voluntary act and deed, for the
uses and purposes therein mentioned.

GIVEN under my hand and official seal this 14 day of July
W. Wesselhoft
Notary Public in and for the State of Washington,
residing at

JUL 15 1960

5181814

QUIT CLAIM DEED

RECORDED
VOL. _____
PAGE _____ REQUEST OF

1960 JUL 15 PM 12 28

Collected for Record at Request of
ALBERT A. MORRIS AUDITOR
KING COUNTY WASH. DEPUTY
Name: W. Wesselhoef
Address: 929 Logan Bldg.
Seattle 1, W.A.

WASHINGTON
TITLE INSURANCE
COMPANY
SEATTLE WASHINGTON

Mail to _____
Send Tax Statement to _____
\$2.00

FORM L56 R

Quit Claim Deed

THE GRANTOR ALTA Z. OCHS

for and in consideration of love and affection

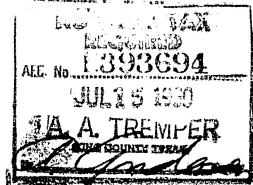
conveys and quit claims to JESS B. OCHS

the following described real estate, situated in the County of King

State of Washington including any interest therein which grantor may hereafter acquire:

Beginning at a point five (5) feet north of the southeast corner of lot 5 in block 10 of Menage's First Addition to East Seattle, as per plat recorded in Vol. 9 of plats on p. 32, records of said county, thence north 125 feet, thence due west to a point due north of the southwest corner of lot 5 in block 10 as aforesaid, thence due south to a point five (5) feet north of the southwest corner of said lot 5, thence east to the point of beginning, together with the west 20 feet of that portion of the vacated Vilas Street (63rd Ave. Southeast) adjoining said area on the east, reserving unto the grantor the right of ingress and egress along the westerly ~~ten (10)~~ ^{twenty (20)} feet thereof,

yo.



Dated this 14th day of July, 1960

Alta Z. Ochs (SEAL)

(SEAL)

STATE OF WASHINGTON, }
County of KING } ss.

On this day personally appeared before me ALTA Z. OCHS to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 14 day of July, 1960.

[Signature]
Notary Public in and for the State of Washington,
residing at _____

JUL 15 1960

**PUGET
POWER**

EASEMENT

For and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged,

JESS B. OCHS and ALTA Z. OCHS, his wife,

("Grantor" herein), hereby grants, conveys and warrants to PUGET SOUND POWER & LIGHT COMPANY, a Washington corporation ("Grantee" herein), for the purposes hereinafter set forth, a perpetual easement over, across and under the following described real property (the "Property" herein) in King County, Washington:

The west 20 feet of that portion of the vacated portion of Vilas Street (63rd Avenue S. E.), adjoining Lots 1 to 6, inclusive, Block 10, Menage's First Addition to East Seattle, according to plat recorded in Volume 9 of Plats, page 32, in King County, Washington.

Located in the Southeast 1/4 of Section 2, Township 24 North, Range 4 East, W.M.

8010160492

FILED FOR RECORD AT REQUEST OF: 1% EXCISE TAX NOT REQUIRED
PUGET POWER
REAL ESTATE DIVISION
PUGET POWER BLDG.
BELLEVUE, WASHINGTON 98009
ATTENTION: GEORGE LERTKANTHAM
By [Signature], Deputy
King Co. Records Division

Except as may be otherwise set forth herein Grantee's rights shall be exercised upon that portion of the Property (the "Right-of-Way" herein) described as follows:
A Right-of-Way _____ feet in width having _____ feet of such width on each side of a centerline described as follows:

The east 8 feet of the above described property.

It is understood and agreed by all parties, Leonard & Helen Tall, Jess & Alta Ochs and Puget Sound Power and Light Company, that there will not be any cutting or trimming of trees on said property without written consent of Jess & Alta Ochs, and Helen & Leonard Tall.

1. Purpose. Grantee shall have the right to construct, operate, maintain, repair, replace and enlarge one or more electric transmission and/or distribution lines over and/or under the Right-of-Way together with all necessary or convenient appurtenances thereto, which may include but are not limited to the following:
 - a. Overhead facilities. Poles and/or towers with crossarms, braces, guys and anchors; electric transmission and distribution lines; communication and signal lines; transformers.
 - b. Underground facilities. Underground conduits, cables, vaults, manholes, switches and transformers; semi-buried or ground mounted facilities such as pads, transformers and switches.
 Following the initial construction of its facilities, Grantee may from time to time construct such additional lines and other facilities as it may require.
2. Access. Grantee shall have the right of access to the Right-of-Way over and across the Property to enable Grantee to exercise its rights hereunder, provided, that Grantee shall compensate Grantor for any damage to the Property caused by the exercise of said right of access.
3. Cutting of Trees. Grantee shall have the right to cut or trim any and all brush or trees standing or growing upon the Right-of-Way, and also the right to cut or trim any trees upon the Property which, in falling, could, in Grantee's reasonable judgment, be a hazard to Grantee's facilities.
4. Grantor's Use of Right-of-Way. Grantor reserves the right to use the Right-of-Way for any purpose not inconsistent with the rights herein granted, provided, that Grantor shall not construct or maintain any building or other structure on the Right-of-Way and Grantor shall do no blasting within 300 feet of Grantee's facilities without Grantee's prior written consent.
5. Indemnity. By accepting and recording this easement, Grantee agrees to indemnify and hold harmless Grantor from any and all claims for injuries and/or damages suffered by any person which may be caused by the Grantee's exercise of the rights herein granted; provided, that Grantee shall not be responsible to Grantor for any injuries and/or damages to any person caused by acts or omissions of Grantor.
6. Abandonment. The rights herein granted shall continue until such time as Grantee ceases to use the Right-of-Way for a period of five (5) successive years, in which event this easement shall terminate and all rights hereunder shall revert to Grantor, provided, that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its facilities on the Right-of-Way within any period of time from the date hereof.

F-1248 JH/33 653248 244/8

#788.30 3-79

7. Successors and Assigns. The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

DATED this 1st day of October, 19 90.

8010160492

GRANTOR

Jess B. Ochs
Alta Z. Ochs

STATE OF WASHINGTON }
COUNTY OF King } SS

On this day personally appeared before me Jess B. and Alta Z. Ochs to me known to be the individual s described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned

GIVEN under my hand and official seal 1st day of OCTOBER, 19 90.

Benedict Antonation
Notary Public in and for the State of Washington, residing at BEN EVIE

80/10/16 #0492 E
RECD F 4:00
CASHSL *****4.00
22

STATE OF WASHINGTON }
COUNTY OF } SS

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

GIVEN under my hand and official seal this _____ day of _____, 19 _____.

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

RECORDED THIS DAY
Oct 16 10 16 AM '90
BY THE DIVISION OF
RECORDS & ELECTIONS
KING COUNTY

STATE OF WASHINGTON }
COUNTY OF } SS

On this _____ day of _____, 19 _____, before me, the undersigned, personally appeared _____ and _____ to me known to be the _____ and _____, respectively, of _____ the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____ authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

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

CORPORATE ACKNOWLEDGMENT

AFTER RECORDING, MAIL TO:
City of Mercer Island, Attn: _____
9611 SE 36th Street
Mercer Island, WA 98040



20060809001437

MERCER ISLAND AG
PAGE 001 OF 004
08/09/2006 14:02
KING COUNTY, WA

35.00

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This Indemnification and Hold Harmless Agreement and Covenant Not to Sue (Agreement”) is effective this 12 day of MAY, 2006. The Parties (“Parties”) to this Agreement are the City of Mercer Island, a Washington Municipal corporation (“City”) and the following owners (all owners with complete names must be listed) of private property (“Owner(s)”).

DOUGLAS W. SHIH

A. The applicant(s) is/are the Owner(s) of the real property situated in the City of Mercer Island located at 6220 SE 22ND ST.

B. The Legal Description of the real property (“Property”) is as follows:
MENAGES 1ST ADD TO EAST SEATTLE BEG AT PT 250
PT N OF SE COR OF BLK 10 TH W 80FT TH N TO SH OF
LAKE TH ELY ALG SH TO PT N OF BEG TH S TO
BEG + SH LNS ADJ + POR VAC ST ADJ ON E
[If not enough space, attach separate sheet labeled Exhibit A.]

C. The Parcel Number of the Property is as follows: 5442300796.

D. The applicant Owner(s) has/have applied to the City for a BUILDING permit which bears MAIN PERMIT NO. 0601-161 for the purpose of: BUILDING NEW SFR

This agreement applies to all related permits issued pursuant to this Main Permit.

B1028i

04/2006

Main Permit No. 0601-161

E. The parties have agreed to enter into this Agreement to address concerns regarding the following circumstances:

- 1. Permitted activity will take place on, or may impact a:
 - Watercourse
 - Wetland
 - Shoreline
 - Steep slope or slide-prone slope
 - Poor soil conditions
 - Other geologic hazard or critical area consideration (describe)
SEISMIC

- 2. Adjacency of permitted activity to roadways or structures
- Alternate materials, methods of design or methods of construction will be used (alternate to International Code specifications)
- Other (describe)

NOW, THEREFORE, the Parties agree as follows:

1. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND COVENANT NOT TO SUE “(AGREEMENT)”:

Pursuant to Mercer Island City Code Section 19.01.060, and in consideration of the City issuing the permit identified in (D) above, which constitutes good and valuable consideration, the receipt of which the Owner(s) acknowledge(s), the Owner(s) covenant(s) not to sue and agree(s) to defend, indemnify, and hold the City of Mercer Island, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with activities or operations performed by the Owner or on the Owner’s behalf out of issuance of this permit, except for injuries and damages caused by the sole negligence of the City.

2. RECORDING:

This Agreement shall be recorded by the applicant with the King County Recorder’s Office. The permit identified in (D) above shall not be valid until the City has obtained written proof of such recording.. Alternately, the City may record this Agreement.

B1028i

04/2006

Main Permit No. 0601-161

3. COVENANT RUNNING WITH THE LAND:

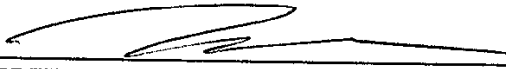
This Agreement shall be a covenant running with the land and the rights and obligations contained herein shall run with and burden the property identified above, and shall inure to the benefit of and be binding upon the Parties to this Agreement, their heirs, successors and assigns:

- 3 years from approval of final inspection of the permitted work; or
- ___ years from approval of final inspection of the permitted work; or
- without limitation as to a period of years.

4. INSPECTION. The City's inspection or acceptance of any of the Owner's construction or other work either during construction or when completed shall not be grounds to avoid any of the obligations of this Agreement.

5. COMPLIANCE WITH LAWS: All permitted activities shall be conducted in accordance with all applicable federal, state, and City laws including, without limitation, the Comprehensive Environmental Response, Compensation & Liability Act ("CERCLA"), the Model Toxics Control Act ("MTCA"), the Superfund Amendment Reauthorization Act ("SARA"), The Endangered Species Act ("ESA"), and the State Environmental Policy Act ("SEPA").

DATED this 9th day of May, 2006.



OWNER (signature)

Name: Douglas W. Shih
(please print)

OWNER (signature)

Name: _____
(please print)

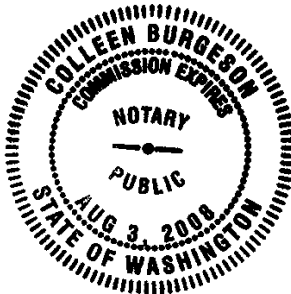
(If married, both spouses must sign, and both signatures must be notarized.)

STATE OF WASHINGTON)
) ss [INDIVIDUAL ACKNOWLEDGMENT]
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Douglas Shik

(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 therein mentioned in the instrument.

Given under my hand and seal the 9 day of May 2006.



Colleen Burgeson
Notary Public in and for the State of Washington
Colleen Burgeson
Printed Name
My Appointment Expires 8-3-09

STATE OF WASHINGTON)
) ss [INDIVIDUAL ACKNOWLEDGMENT]
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 therein mentioned in the instrument.

Given under my hand and seal the _____ day of _____ 20____.

Notary Public in and for the State of Washington

Printed Name

My Appointment Expires

Return Address:

City of Mercer Island
Attn: City Attorney
9611 SE 36th Street
Mercer Island, WA 98040



**AMENDED AND RESTATED JOINT AGREEMENT
FOR
ADJACENT MOORAGE FACILITY AND BOAT LIFT**

Grantors: Cheever, Martin A.
Cheever, Linda W.
Shih, Douglas W.
Shih, Jacqueline Lappin

REFERENCE # 20071003000667

Grantees: Cheever, Martin A.
Cheever, Linda W.
Shih, Douglas W.
Shih, Jacqueline Lappin

Abbreviated Legal Description:

Portion of Lots 9-16, Blk 10, Menage's 1st Add to East Seattle, Vol 9 of Plats, Pg 32;
Parcel B, Lot Line Adjustment rec No. 20060512900009.

Full legal descriptions are on pages 6 and 7.

Assessor's Property Tax Parcel No.: 544230-0806; 544230-0796

THIS AMENDED AND RESTATED JOINT AGREEMENT (this "Agreement") is entered into this 17 day of March, 2009 by and between DOUGLAS W. SHIH, a married person as his separate property ("Licensee"), and MARTIN A. CHEEVER and LINDA W. CHEEVER, husband and wife ("Licensor").

A. Description of Properties. Licensee owns the real property located at 6220 SE 22nd Street, Mercer Island, WA, 98040, and legally described in Attachment A attached hereto (the "Licensee Property"). Licensor owns the adjacent real property located at 6210 SE 22nd Street, Mercer Island, WA, 98040, and legally described in Attachment B attached hereto (the "Licensor Property").

AMENDED AND RESTATED JOINT AGREEMENT FOR MOORAGE FACILITY AND BOAT LIFT
28073-0004/LEGAL15014363.1

PAGE 1
3/4/2009

B. Improvements. Licensor's dock extends from the Licensor Property as shown on Attachment C attached hereto (the "Licensor's Dock"). Licensee has constructed a private dock with covered moorage extending from the Licensee Property as shown on Attachment C (the "Improvements"). The western edge of the Improvements is located less than 35 feet from the eastern edge of the Licensor's Dock.

C. Exemption from Setback Requirement. MICC 19.07.110 D.2. Table B requires a 35-foot setback between adjoining moorage structures, except where the moorage facility is built pursuant to a joint agreement between the owners of the adjacent properties.

D. Restatement of Initial Joint Agreement. In order to comply with MICC 19.07.110 D.2. Table B, Licensor and Licensee entered into the Joint Agreement for Adjacent Moorage Facility and Boat Lift dated September 25, 2007 (the "Initial Agreement") and recorded under King County recording No. 20071003000667. Licensor and Licensee now wish to amend and restate the Initial Agreement as set forth in this Agreement.

NOW, THEREFORE Licensor and Licensee (each, a "Party," and collectively, the "Parties") agree that the Initial Agreement shall be amended and restated as follows:

1. **Approval of Improvements.** Licensor and Licensee hereby agree that the Improvements may remain in their current location on the Licensee Property.
2. **Maintenance of Improvements.** Maintenance of the Improvements shall be the sole cost and responsibility of Licensee. Licensee shall maintain the Improvements in good and safe condition and repair and in compliance with all conditions and requirements imposed by all applicable governmental authorities.
3. **Area of Permitted Covered Moorage.** Licensor and Licensee acknowledge and agree that the area of permitted covered moorage and moorage facilities for the Licensor Property and the Licensee Property shall be as shown in Attachment C attached hereto and Table 2 Figure B of MICC 19.07.110 D.2 as shown in Attachment D attached hereto.
4. **Indemnification of City.** Licensee hereby agrees to indemnify and hold the City, its elected officials, officers, employees, agents and assigns harmless from any and all claims, demands, losses, actions, liabilities (including all costs and attorney fees) arising out of damages to persons or property resulting from the construction, location or removal of the Improvements. The provisions of this Section shall survive the expiration or termination of this Agreement.
5. **Indemnification of Licensor.** Licensee hereby covenants and agrees to release, indemnify and hold harmless the Licensor Property, Licensor, and Licensor's agents, guests, invitees, licensees and visitors (collectively, "Licensor Related Parties") from any and all actions, losses, liabilities, demands, claims, suits, judgments, liens, awards and damages, including claims for injury to or death of any person, loss of or damage to any property and costs, expenses and attorneys' fees incurred by Licensor in connection therewith (including costs


in connection with establishing the right to indemnification hereunder) asserted or arising directly or indirectly from, on account of or in connection with: (a) the construction, location, use, control, maintenance or removal of the Improvements, (b) any failure of Licensee to comply with the terms of this Agreement, (c) the acts and omissions of Licensee and its employees, agents, contractors, servants, guests, invitees, licensees and visitors (collectively, "Licensee Related Parties") on the Licensee Property or on, in connection with or relating to the Improvements, and (d) the failure of the Improvements (or of Licensee or any Licensee Related Parties with respect to their activities related to the Improvements) to comply with any laws, statutes, ordinances or governmental rules, regulations or requirements now or hereafter in force.

6. Review and Recording Requirement. Licensee shall, at Licensee's sole cost, obtain the City of Mercer Island's approval of this Agreement and, upon receipt of such approval, cause this Agreement to be recorded against the Licensee Property and the Licensor Property in the real property records of King County.

7. General Provisions. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and, effective as of the date of this Agreement, the Initial Agreement shall have no further force or effect. No provision of the Agreement may be amended or modified except by written agreement signed by the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors in interest, heirs and assigns. Any provision of this Agreement which is declared invalid or illegal shall in no way affect or invalidate any other provision. In the event either of the Parties defaults on the performance of any terms of this Agreement or places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, the Party not prevailing in the action or dispute shall pay any and all attorney fees, costs and expenses incurred by the other Party in enforcing or establishing its rights under this Agreement. The venue for any dispute related to this Agreement shall be King County, Washington. Failure of the City or either Party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not operate as a waiver of such breach or default. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

IN WITNESS WHEREOF, this Agreement has been executed the date and year first above written.

Licensor:


Martin A. Cheever

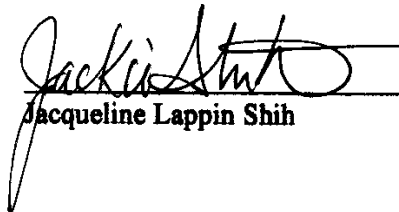

Linda W. Cheever

Licensee:


Douglas W. Shih

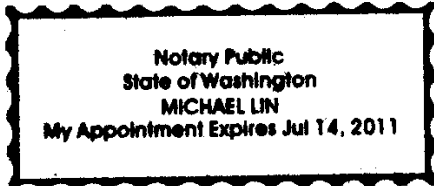
SPOUSAL CONSENT

JACQUELINE LAPPIN SHIH, spouse of Douglas W. Shih, hereby consents to and agrees to be bound by the terms and conditions of this Agreement to the extent she now has or hereafter acquires any interest in the Licensee Property.


Jacqueline Lappin Shih

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

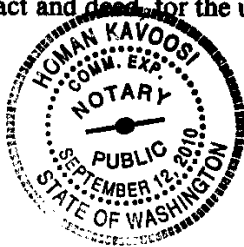
On this 6th day of March, 2009, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Martin A. Cheever and Linda W. Cheever, to me known to be the individuals who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.



[Signature]
Notary Name: Michael Lin
NOTARY PUBLIC in and for the State of Washington,
residing at Mercer Island
My commission expires: 07-14-2011

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 9 day of MAR, 2009, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Douglas W. Shih and Jacqueline Lappin Shih, to me known to be the individuals who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.



[Signature]
Notary Name: Homan Kavousi
NOTARY PUBLIC in and for the State of Washington,
residing at Mercer Island
My commission expires: SEP. 12, 2010

ATTACHMENT A**Legal Description of Licensee Property**

Tax Parcel No.: 544230-0796

Lots 1, 2, 3, 4, 5, 6, 7 and 8, Block 10, Menage's First Addition to East Seattle, according to the plat thereof recorded in Volume 9 of Plats, Page(s) 32, in King County, Washington, except the south 150.00 feet thereof and together with the west 20.00 feet of the south 150.00;

Together with shorelands of the second class, as conveyed by the State of Washington, situate in front of, adjacent to or upon that portion of the government meander line lying in front of Lots 6, 7 and 8 in said Block 10; and

Together with the west 20 feet of that portion of the vacated portion of Vilas Street (63rd Avenue Southeast) adjoining said Block 10 on the east and lying southerly of the southerly line of Lake Avenue; and

Together with that portion of vacated Lake Avenue (Southeast 21st Street) adjoining which attached thereto by operation of law;

Except any portion lying westerly of the northwesterly production of the west line of Lot 8 in said Block 10.

Also known as Parcel B of Mercer Island lot line adjustment No. 05-017, recorded under Recording No. 20060512900009.

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

ATTACHMENT B**Legal Description of Licensor Property**

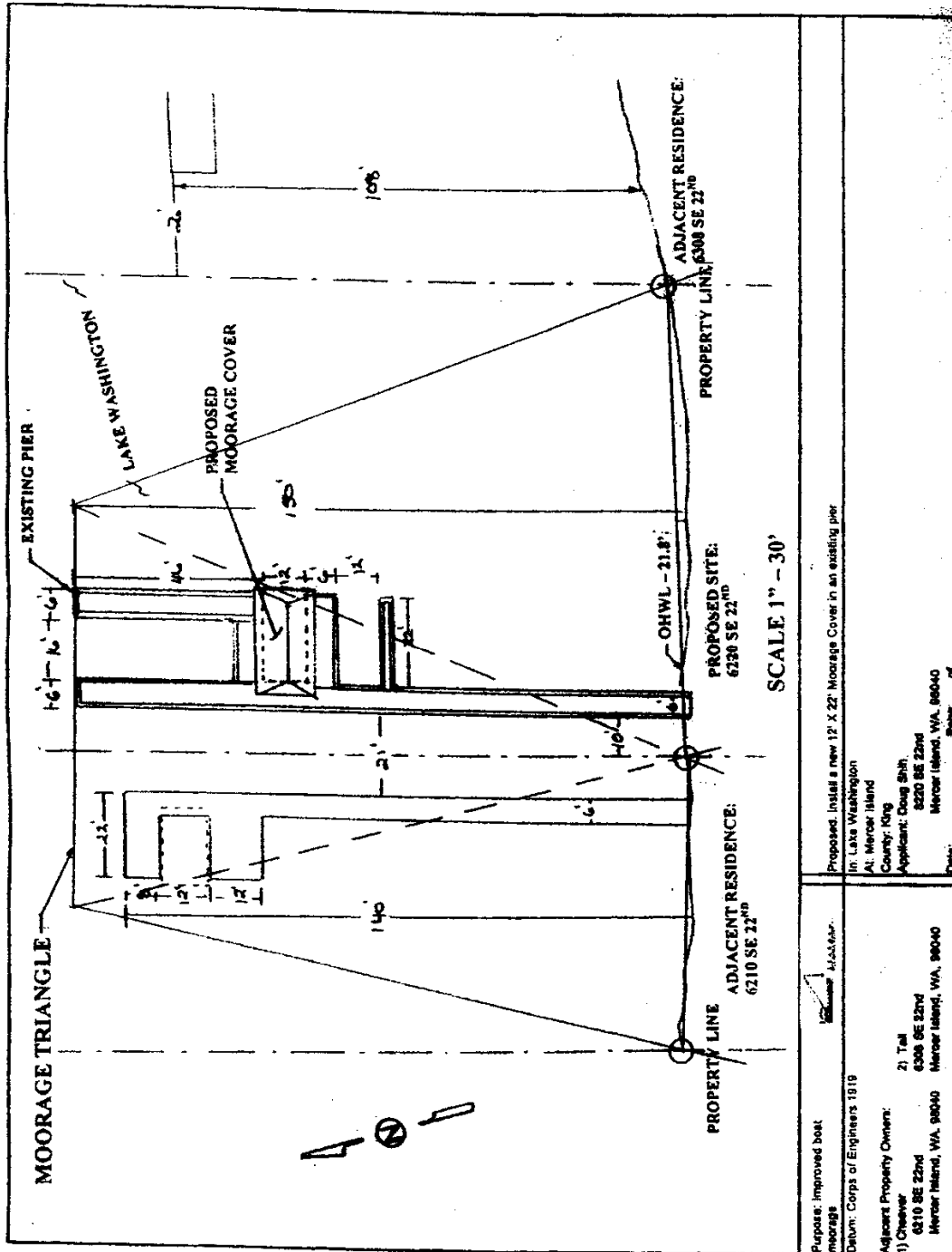
Tax Parcel No.: 544230-0806

Lots 9, 10, 11, 12, 13, 14, 15 and 16, Block 10, Menage's First Addition to East Seattle, according to the plat thereof, recorded in Volume 9 of Plats, Page 32, in King County, Washington; and the east 20 feet of vacated Mercer Street (62nd Avenue Southeast) adjoining said block on the west; and that portion of vacated alley Lake Avenue (Southeast 21st Street) and of the second class shorelands adjoining and lying between the northerly production of the west line of said east 20 feet of Mercer Street and the northerly production of the east line of Lot 9 in said Block 10; except the west 60 feet and the south 200 feet thereof;

Together with an easement for ingress and egress over the east 25 feet of the south 200 feet of Lots 9, 10, 11, 12, 13, 14, 15 and 16, in said Block 10.

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

ATTACHMENT C

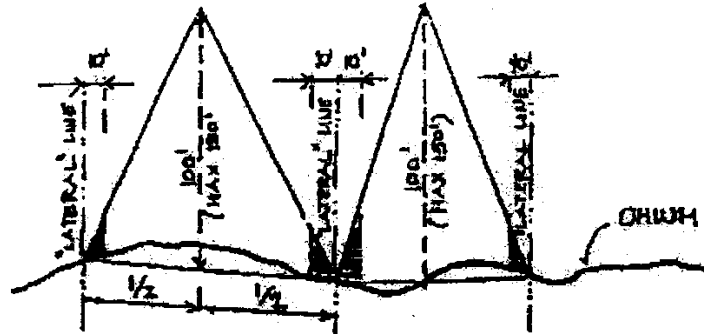


AMENDED AND RESTATED JOINT AGREEMENT FOR MOORAGE FACILITY AND BOAT LIFT
 28073-0004/LEGAL15014363.1

PAGE 8
 3/4/2009

ATTACHMENT D

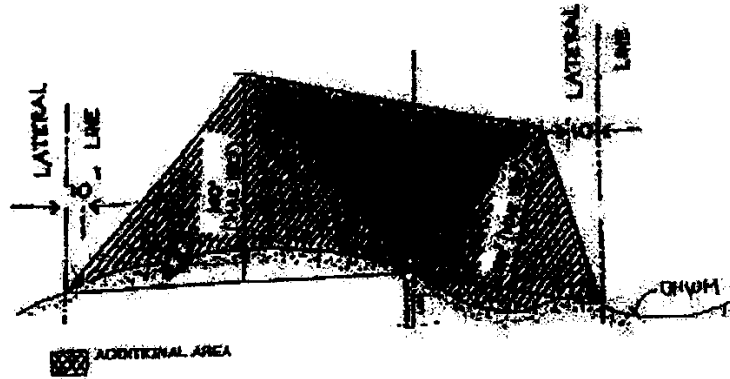
Table 1: Figure A: Area of Permitted Covered Moorage, Individual



Lots

The covered portion of a moorage shall be restricted to the area lying within a triangle. The base of the triangle shall be a line drawn between the points of intersection of the property sidelines with the ordinary high water mark. The location of the covered moorage shall not extend more than 100 feet from the center of the base line of such triangle. In cases where water depth is less than 10 feet from the mean low water, the location of the covered moorage may extend up to 150 from the center of the base line or to the point where water depth is 10 feet at mean low water, whichever is less. The required 10 foot setbacks from the side property lines shall be deducted from the triangle area.

Table 2: Figure B: Area of Permitted Covered Moorage and Moorage Facilities, Two Adjoining Single-family



Lots

Where a covered moorage is built pursuant to the agreement of adjoining owners of single-family lots, the covered moorage area shall be deemed to include, subject to limitations of such joint agreement, all of the combined areas lying within the triangles extended upon each adjoining property and the inverted triangle situated between the aforesaid triangles.



PROPERTY TAXES

Results - 1

Tax payer name: BETZ COLONEL F (TTE) C/O PE

389999

Tax account number: 544230076504

Parcel number: 5442300765

Tax account status: This account is active.

Mailing address on file:

1201 3RD AVE STE 4900
SEATTLE WA 98101

Billing Details

FIRST HALF AMOUNT IF PAID OR POSTMARKED BY APRIL 30, 2024

Current Year:

Tax year	Amount
2024 1st Half	\$5,213.97
2024 2nd Half	\$5,213.97

Breakdown by Tax Year

Tax Information	2024	2023	2022	2021
Levy code	1031	1031	1031	1031
Status	Taxable	Taxable	Taxable	Taxable
Omit year	0000	0000	0000	0000
Land value	\$1,513,000	\$1,702,000	\$1,401,000	\$1,335,000
Improvement value	\$0	\$0	\$0	\$0
Charges				
Tax	\$10,409.06	\$10,431.59	\$10,309.47	\$10,678.14
Noxious Weed	\$6.35	\$6.35	\$5.45	\$5.45
Conservation	\$12.53	\$12.21	\$11.92	\$11.64
Total billed	\$10,427.94	\$10,450.15	\$10,326.84	\$10,695.23
Amount paid	\$0.00	\$10,450.15	\$10,326.84	\$10,695.23
<i>Interest</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
<i>Penalty</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
Balance	\$10,427.94	\$0.00	\$0.00	\$0.00

Payment History

Date	Receipt	Amount	Penalty/Interest Paid
11/01/2023	605211	\$5,225.07	\$0.00
04/25/2023	607258	\$5,225.08	\$0.00
10/26/2022	613661	\$5,163.42	\$0.00
05/03/2022	630483	\$5,163.42	\$0.00
10/27/2021	625085	\$5,347.61	\$0.00
05/04/2021	603023	\$5,347.62	\$0.00

2024 Tax / Fee Distribution

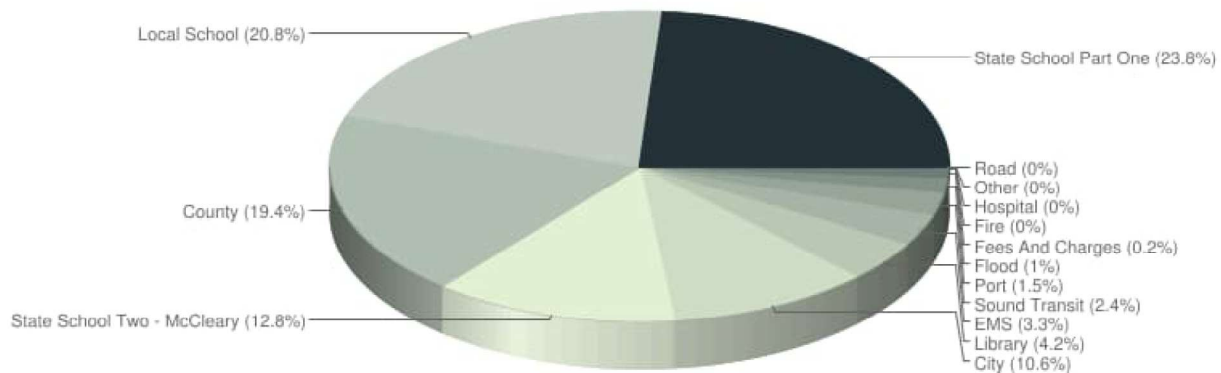
Distribution information	Dollars	Percent *
State School Part One	\$2,478.93	23.8%

Distribution information	Dollars	Percent *
State School Two - McCleary	\$1,330.06	12.8%
Local School	\$2,171.41	20.8%
County	\$2,024.28	19.4%
City	\$1,109.67	10.6%
Road	\$0.00	0.0%
Port	\$158.41	1.5%
Sound Transit	\$249.39	2.4%
Fire	\$0.00	0.0%
Hospital	\$0.00	0.0%
Flood	\$106.92	1.0%
Library	\$436.88	4.2%
EMS	\$343.11	3.3%
Other	\$0.00	0.0%
Fees And Charges	\$18.88	0.2%

*** Percents are rounded**

2024 Tax / Fee Distribution Chart

Current Year Property Tax Distribution



Request a Tax Statement

To request a tax statement, click the **Request tax statement** button below. The statement will be mailed to the address on file within 10 working days.

 [REQUEST TAX STATEMENT](#)

If the name or mailing address on your statement is incorrect, visit the Property Tax FAQ - General/Statements and scroll down to the section titled, [How do I change my mailing address or the name on my statement?](#)

King County Treasury Operations

King Street Center
201 South Jackson Street #710
Seattle, WA 98104

Hours: Monday-Friday, 8:30 a.m. to 4:30 p.m. PST



TTY Relay: 711

Customer Service

Property Tax Information and Customer Service
[206-263-2890](tel:206-263-2890)
PropertyTax.CustomerService@kingcounty.gov

Maintenance Assessment Management Systems Local Improvement Districts
[206-263-1893](tel:206-263-1893)
mams.lid@kingcounty.gov

Mobile Homes/Commercial Personal Property
[206-263-2844](tel:206-263-2844)
Treasury.PersonalProperty@kingcounty.gov

Tax Foreclosures
[206-263-2649](tel:206-263-2649)
TaxForeclosures@kingcounty.gov



PROPERTY TAXES

Results - 1

Tax payer name: BETZ COLONEL F (TTE) C/O PE

389999

Tax account number: 544230079607

Parcel number: 5442300796

Tax account status: This account is active.

Mailing address on file:

1201 3RD AVE STE 4900
SEATTLE WA 98101

Billing Details

FIRST HALF AMOUNT IF PAID OR POSTMARKED BY APRIL 30, 2024

Current Year:

Tax year	Amount
2024 1st Half	\$75,569.99
2024 2nd Half	\$75,569.98

Breakdown by Tax Year

Tax Information	2024	2023	2022	2021
Levy code	1031	1031	1031	1031
Status	Taxable	Taxable	Taxable	Taxable
Omit year	0000	0000	0000	0000
Land value	\$8,830,000	\$9,933,000	\$8,176,000	\$7,787,000
Improvement value	\$13,136,000	\$12,500,000	\$8,590,000	\$7,016,000
Charges				
Tax	\$151,120.59	\$137,492.30	\$123,375.12	\$118,403.42
Noxious Weed	\$6.59	\$6.59	\$5.65	\$5.65
Conservation	\$12.79	\$12.47	\$12.17	\$11.89
Total billed	\$151,139.97	\$137,511.36	\$123,392.94	\$118,420.96
Amount paid	\$0.00	\$137,511.36	\$123,392.94	\$118,420.96
<i>Interest</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
<i>Penalty</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
Balance	\$151,139.97	\$0.00	\$0.00	\$0.00

Payment History



Date	Receipt	Amount	Penalty/Interest Paid
11/01/2023	605212	\$68,755.68	\$0.00
04/25/2023	607259	\$68,755.68	\$0.00
10/26/2022	613685	\$61,696.47	\$0.00
05/03/2022	630484	\$61,696.47	\$0.00
10/27/2021	625066	\$59,210.48	\$0.00
05/04/2021	603057	\$59,210.48	\$0.00

2024 Tax / Fee Distribution



Distribution information	Dollars	Percent *
State School Part One	\$35,989.53	23.8%

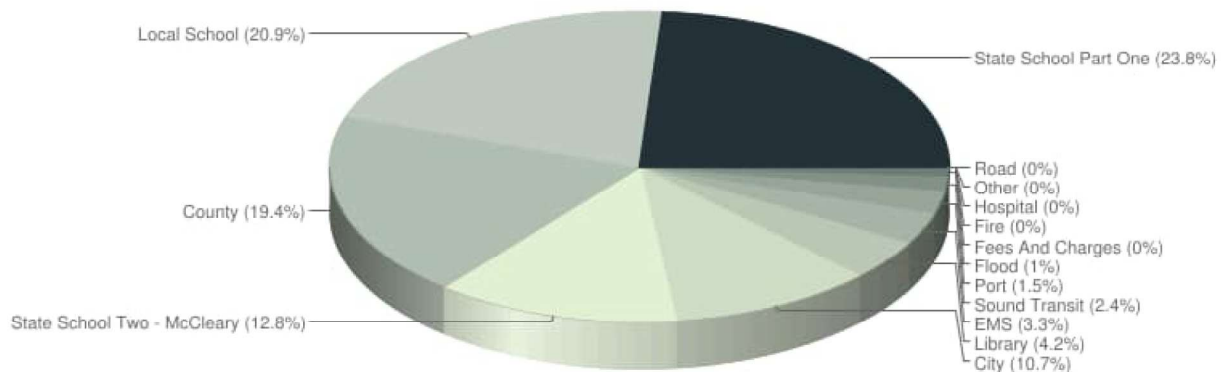
Distribution information	Dollars	Percent *
State School Two - McCleary	\$19,310.07	12.8%
Local School	\$31,524.82	20.9%
County	\$29,388.79	19.4%
City	\$16,110.51	10.7%
Road	\$0.00	0.0%
Port	\$2,299.79	1.5%
Sound Transit	\$3,620.70	2.4%
Fire	\$0.00	0.0%
Hospital	\$0.00	0.0%
Flood	\$1,552.31	1.0%
Library	\$6,342.68	4.2%
EMS	\$4,981.39	3.3%
Other	\$0.00	0.0%
Fees And Charges	\$19.38	0.0%

*** Percents are rounded**

2024 Tax / Fee Distribution Chart



Current Year Property Tax Distribution



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