



First American

First American Title Insurance Company

**920 5th Avenue, Suite 1250
Seattle, WA 98104**

December 15, 2022

Alaine Sommargren
City of Mercer Island
9611 SE 36th Street
Mercer Island, WA 98040

Phone: (206)275-7608

Fax:

Title Officer:	Pat Fullerton
Phone:	(206)615-3055
Fax No.:	(866)904-2177
E-Mail:	TitleKingWa@firstam.com
Order Number:	4022113

Escrow Number: 4022113

Buyer:

Owner:

Property: 6210 E Mercer Way
Mercer Island, Washington 98040

Attached please find the following item(s):

Guarantee

Thank You for your confidence and support. We at First American Title Insurance Company maintain the fundamental principle:

Customer First!



First American

Guarantee

Subdivision Guarantee

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

5003353-4022113

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND THE CONDITIONS AND STIPULATIONS OF THIS GUARANTEE,

FIRST AMERICAN TITLE INSURANCE COMPANY

a Nebraska corporation, herein called the Company

GUARANTEES

City of Mercer Island

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability stated in Schedule A, which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____

Kenneth D. DeGiorgio, President

By: _____

Lisa W. Cornehl, Secretary

This jacket was created electronically and constitutes an original document

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
 - (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
 - (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
 - (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
 - (c) The identity of any party shown or referred to in Schedule A.
 - (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. Notice of Claim to be Given by Assured Claimant.

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.
The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the

indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

7. Determination and Extent of Liability.

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A or in Part 2;
(b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
(c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

8. Limitation of Liability.

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

10. Payment of Loss.

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies. If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. Arbitration.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

13. Liability Limited to This Guarantee; Guarantee Entire Contract.

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707 Claims.NIC@firstam.com Phone: 888-632-1642 Fax: 877-804-7606**



First American Title



First American

Schedule A

Subdivision Guarantee

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

4022113

Order No.: 4022113

Liability: \$2,000.00

Fee: \$350.00

Tax: \$35.88

Name of Assured: City of Mercer Island

Date of Guarantee: December 07, 2022

The assurances referred to on the face page hereof are:

1. [Title is vested in:](#)

JEFFREY D. ANDERSON AND MARY V. ANDERSON, HUSBAND AND WIFE

2. That, according to the public records relative to the land described in Schedule C attached hereto (including those records maintained and indexed by name), there are no other documents affecting title to said land or any portion thereof, other than those shown under Record Matters in Schedule B.
3. The following matters are excluded from the coverage of this Guarantee
 - A. Unpatented Mining Claims, reservations or exceptions in patents or in acts authorizing the issuance thereof.
 - B. Water rights, claims or title to water.
 - C. Tax Deeds to the State of Washington.
 - D. Documents pertaining to mineral estates.
4. No guarantee is given nor liability assumed with respect to the validity, legal effect or priority of any matter shown herein.
5. This Guarantee is restricted to the use of the Assured for the purpose of providing title evidence as may be required when subdividing land pursuant to the provisions of Chapter 58.17, R.C.W., and the local regulations and ordinances adopted pursuant to said statute. It is not to be used as a basis for closing any transaction affecting title to said property.
6. Any sketch attached hereto is done so as a courtesy only and is not part of any title commitment, guarantee or policy. It is furnished solely for the purpose of assisting in locating the premises and First American expressly disclaims any liability which may result from reliance made upon it.



First American

Schedule B

Subdivision Guarantee

ISSUED BY
First American Title Insurance Company

GUARANTEE NUMBER
4022113

RECORD MATTERS

1. Claim of lien by the State of Washington Department of Social and Health Services Division of Child Support (DCS):

Against: Jeffrey Anderson also known as or Doing Business As: Jeffrey
Dwight Anderson
Amount: \$19,292.00
Recorded: April 03, 2013
Recording No.: [20130403001222](#)

2. Judgment.

In Favor of: WA State of Employ Sec
Against: Jeffrey Anderson
Amount: \$259.35, together with interest, costs and attorneys' fees,
if any
Dated: October 16, 2014
Filed: October 16, 2014
Judgment No. (if applicable) : 14-9-22498-8
Case/Cause No.: 14-2-28215-0
Attorney for Judgment Creditor: Undisclosed

3. Judgment.

In Favor of: Holly Olivieri
Against: Jeffrey Anderson
Amount: \$43,666.53, together with interest, costs and
attorneys' fees, if any
Dated: July 28, 2015
Filed: July 28, 2015
Judgment No. (if applicable) : 15-9-19773-3
Case/Cause No.: 15-3-04672-5
Attorney for Judgment Creditor: Undisclosed

4. Judgment.

In Favor of: Dominic Nguyen
Against: Jeffrey Anderson
Amount: \$3,900.00, together with interest, costs and
attorneys' fees, if any
Dated: January 29, 2018
Filed: January 29, 2018
Judgment No. (if applicable) : 18-9-03092-2
Case/Cause No.: 18-2-02379-3
Attorney for Judgment Creditor: Keon knutson

5. Exceptions and reservations contained in deed from the State of Washington, whereby said Grantor excepts and reserves all oil, gases, coal, ores, minerals, fossils, etc. and the right of entry for

exploring, opening, developing and working the same, provided that no rights shall be exercised until provision has been made for full payment of all damages sustained by reason of such entry; and Right of the State of Washington or any Grantee or Lessee thereof, upon paying reasonable compensation, to acquire right of way for private railroads, skid roads, flumes, canals, water courses or other easements for transportation and moving timber, stone, minerals or other products from the lands, all pursuant to statutes in effect as of the date of conveyance by the state.

Recording Information: [1579699](#)

6. Easement, including terms and provisions contained therein:
Recorded: April 15, 1952
Recording Information: [4227581](#)
In Favor Of: Puget Sound Energy, Inc., a Washington corporation
For: Electric and/or gas transmission and/or distribution system

7. Covenants, conditions, restrictions and/or easements; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, family status, or national origin to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes:
Recording Information: [5095815](#)

Modification and/or amendment by instrument:

Recorded: October 27, 1959

Recording Information: [5271669](#)

8. Easement, including terms and provisions contained therein:
Recording Information: [5271770](#)
For: Utility

9. Easement, including terms and provisions contained therein:
Recording Information: [5540359](#)
For: Water Pipe Line or Lines

10. Easement, including terms and provisions contained therein:
Recording Information: [5540360](#)
For: Water Pipeline or Lines

11. Easement, including terms and provisions contained therein:
Recording Information: [5750998](#)
For: Sewer Lines and Pump Stations

Said Easement is Partially Relinquished By Instrument Recorded under Recording Number [8703171318](#)

12. Easement, including terms and provisions contained therein:
Recording Information: [5838503](#)
For: Utility

13. Easement, including terms and provisions contained therein:
Recording Information: [5838503](#)
For: Road and Utility

Said Easement Has Been Modified By Quit Claim Deeds, Recorded under Recording Number [7208080591](#) and [9303181061](#)

14. Easement, including terms and provisions contained therein:
 Recording Information: [5941018](#)
 For: Road and Utility
15. Construction of Dock, Pump Station, and Cabana Building Agreement and the terms and conditions thereof:
 Between: Owners
 And: Adjoining Owners
 Recording Information: [5942521](#)
16. Agreement and the terms and conditions thereof:
 Between: Mercer Island Sewer District
 And: Dr. Bernard S. Goffe
 Recording Information: [7208080592](#)
17. Side sewer easement, including terms and provisions contained therein:
 Location: Along the line as constructed
 Width: 4 Feet
 Recording No.: [7208080593](#)
- Said Easement Contains A Provision for Bearing Cost of Maintenance, Repair Or Reconstruction By The Common Users.
18. Easement, including terms and provisions contained therein:
 Recording Information: [7601150421](#)
 For: Water Pipe Line or Lines
19. Easement, including terms and provisions contained therein:
 Recorded: May 27, 1983
 Recording Information: [8305270539](#)
 In Favor Of: Puget Sound Energy, Inc., a Washington corporation
 For: Electric and/or gas transmission and/or distribution system
20. Easement, including terms and provisions contained therein:
 Recording Information: [8306210891](#)
 In Favor of: City of Mercer Island
 For: Public Utility Vault and Lines
21. Easement, including terms and provisions contained therein:
 Recording Information: [8307120904](#)
 In Favor of: Pacific Northwest Bell Telephone Company, A Washington Corporation
 For: Underground Communication Lines
22. Terms, covenants, conditions, restrictions, easements, boundary discrepancies and encroachments as contained in recorded Lot Line Adjustment (Boundary Line Revisions):
 Recorded: January 16, 2003
 Recording Information: [20030116900011](#)
23. Any question as to the true location of the lateral boundaries of the Shorelands.

24. Any questions that may arise due to shifting or change of the line of high water of Lake Washington.
25. Any prohibition or limitation on the use, occupancy or improvements of the land resulting from the right of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water.
26. Paramount rights and easements in favor of the United States for commerce, navigation, fisheries and the production of power.

Informational Notes, if any

1. General taxes for the year 2022, which have been paid.

Tax Account No.:	192405919601
Code Area:	1031
Amount:	\$ 26,950.33
Assessed Land Value:	\$ 1,691,000.00
Assessed Improvement Value:	\$ 1,969,000.00

2. We don't find any voluntary liens of record affecting subject property. Inquire as to the existence of any unrecorded lien or other indebtedness which could give rise to any security interest in the subject property.



First American

Schedule C

Subdivision Guarantee

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

4022113

The land in the County of King, State of Washington, described as follows:

THAT PORTION OF GOVERNMENT LOT 4, SECTION 19, TOWNSHIP 24 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF EAST MERCER WAY WITH THE SOUTH LINE OF THE NORTH 100 FEET OF THE SOUTH 500 FEET OF SAID GOVERNMENT LOT 4:

THENCE NORTH 89°27'00" EAST ALONG SAID SOUTH LINE 174.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89°27'00" EAST ALONG SAID SOUTH LINE 180.00 FEET:

THENCE NORTH 00°33'00" WEST 95.00 FEET:

THENCE NORTH 89°27'00" EAST 198.46 FEET:

THENCE SOUTH 04°45'18" WEST 5.02 FEET;

THENCE NORTH 89°27'00" EAST 50.00 FEET;

THENCE SOUTH 00°33'00" EAST 10.00 FEET:

THENCE NORTH 89°27'00" EAST TO THE SHORE LINE OF LAKE WASHINGTON;

THENCE NORTHERLY ALONG SAID SHORE LINE TO THE NORTH LINE OF THE SOUTH 500 FEET OF GOVERNMENT LOT 4;

THENCE SOUTH 89°27'00" WEST ALONG SAID NORTH LINE TO A POINT LYING NORTH 00°33'00" WEST OF THE POINT OF BEGINNING;

THENCE SOUTH 00°33'00" EAST 100.00 FEET TO THE TRUE POINT OF BEGINNING:

TOGETHER WITH SECOND CLASS SHORELANDS ADJOINING THE NORTH 20 FEET OF SAID SOUTH 500 FEET OF GOVERNMENT LOT 4;

PARCEL B:

A NON-EXCLUSIVE EASEMENT FOR THE ROAD AND UTILITY PURPOSES, 20 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF EAST MERCER WAY WITH THE SOUTH LINE OF THE NORTH 100 FEET OF THE SOUTH 500 FEET OF SAID GOVERNMENT LOT 4;

THENCE NORTH 89°27'00" EAST ALONG SAID SOUTH LINE 174.00 FEET:

THENCE NORTH 00°33'00" WEST 90.00 FEET TO THE TRUE POINT OF BEGINNING OF SAID CENTERLINE;

THENCE SOUTH 89°27'00" WEST PARALLEL TO THE NORTH LINE OF SAID SOUTH 500 FEET 180.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 40 FEET;

THENCE ALONG SAID CURVE A DISTANCE OF 60 FEET, MORE OR LESS, TO SAID EASTERLY MARGIN OF EAST MERCER WAY;

ALSO KNOWN AS LOT 2 OF BOUNDARY LINE ADJUSTMENT NO. SUB02-009, RECORDED ON JANUARY 16, 2003 AS RECORDING NUMBER. [20030116900011](#), IN THE OFFICIAL RECORDS OF KING COUNTY, WASHINGTON.



First American

First American Title Insurance Company
920 5th Avenue, Suite 1250
Seattle, WA 98104

Illegal Restrictive Covenants

Please be advised that any provision contained in this document, or in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable by law.