 First American Title™	Subdivision Guarantee
	ISSUED BY First American Title Insurance Company
Guarantee	GUARANTEE NUMBER 5003353-0009895e

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

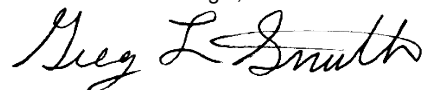
GUARANTEES

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



Kenneth D. DeGiorgio, President



Greg L. Smith, Secretary

For Reference:

File #: 60028018-103

Loan #: N/A

Policy #: 5003353-0009895e

Issued By:

Cascade West Title Company, LLC dba CW Title and Escrow dba Land Title and Escrow dba Wha tcom Land Title Company

11201 SE 8th Street, Suite 200.
Bellevue, WA 98004

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 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 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™

Subdivision Guarantee

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

5003353-0009895e

Schedule A

Order No.: 60028018-103

Liability: \$2,500.00

Fee: \$350.00

Tax: \$35.70

Name of Assured: Vann Lanz


Date of Guarantee: February 5, 2026

The assurances referred to on the face page hereof are:

1. Title is vested in: BV Homes LLC, a Washington limited liability company
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 WA.
 - 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..

By: _____

Kristin Craig
CW Title, 180951
11201 SE 8th Street
Ste 200
Bellevue, WA 98004
Authorized Countersignature

 First American Title™	Subdivision Guarantee
	ISSUED BY First American Title Insurance Company
Schedule B	GUARANTEE NUMBER 5003353-0009895e

File No.: 60028018-103

RECORD MATTERS

1. (A) Unpatented mining claims; (B) Reservations or exception in patents or in acts authorizing the issuance thereof; (C) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or (D) Water rights, claims or title to water, whether or not the matters excepted under (A), (B), (C), or (D), are shown by the public records.

2. General property taxes and service charges, as follows, together with interest, penalty and statutory foreclosure costs, if any, after delinquency, (1st half delinquent on May 1; 2nd half delinquent on November 1):

Tax Year: 2025
Tax Account No. 5315100455

Amount Billed: \$463.84 | Amount Paid: \$463.84 | Amount Due: \$0.00

Tax Levy Code: 1031

Assessed Values: Land: \$68,000.00 | Improvements: \$0.00 | Total: \$68,000.00

Taxes for the year 2026 not yet available or due, but are payable February 15, 2026.

3. Notice of tap or connection charges, including any amendments thereto recorded subsequent to the original notice shown below, which have been or will be due in connection with development or re-development of the land as disclosed by recorded instrument. Inquiries regarding the specific amount of the charges should be made to the city/county/agency.

City/County/Agency: Mercer Island
Recorded as Instrument #7712060812 in the [official records](#)

4. All covenants, conditions, restrictions, reservations, easements or other servitudes, if any, disclosed by the recorded plat of McGilvra's Island Addition recorded as Instrument #520803 in the [official records](#).

This policy does not insure that the land described in schedule a is benefited by easements, covenants or other appurtenances shown on the plat or survey to benefit or burden real property outside the boundaries of said land.

5. Easement and the terms and conditions thereof:
Grantee: Mercer Island Sewer District
Purpose: sewer pipeline
Area affected: a portion of said premises
Recorded as Instrument #4655731 in the [official records](#)

6. Side sewer easement and the terms and conditions thereof:
4 feet in width, located along the line of the side sewer constructed or to be constructed on said premises.
Recorded as Instrument #4995706 in the [official records](#)

Said easement contains a covenant to bear share of cost of construction, maintenance or repair of same.

7. Easement and the terms and conditions thereof:

Purpose: right of way
Area affected: a portion of said premises
Recorded as Instrument #5601958 in the [official records](#)

8. All covenants, conditions, restrictions, reservations, easements or other servitudes, if any, disclosed by the boundary line adjustment recorded as Instrument #20150528900006 in the [official records](#) .

This policy does not insure that the land described in schedule a is benefited by easements, covenants or other appurtenances shown on the plat or survey to benefit or burden real property outside the boundaries of said land.

9. Indemnification and Hold Harmless Agreement and the terms and conditions thereof:
Recorded as Instrument #20171003001449 in the [official records](#)

10. Tieback and Shoring Easement Agreement and the terms and conditions thereof:
Recorded as Instrument #20170530001254 in the [official records](#)

11. Sewer Easement and the terms and conditions thereof:
Recorded as Instrument #20170530001263 in the [official records](#)

12. Easement and the terms and conditions thereof:
Grantee: Puget Sound Energy, Inc.
Purpose: One or more utility systems
Area affected: a portion of said premises
Recorded as Instrument #20230908000365 in the [official records](#)

13. Indemnification and Hold Harmless Agreement and the terms and conditions thereof:
Recorded as Instrument #20240412000284 in the [official records](#)


14. Critical Areas Notice and the terms and conditions thereof:
Recorded as Instrument #20241203000333 in the [official records](#)

15. All covenants, conditions, restrictions, reservations, easements or other servitudes, if any, disclosed by the boundary line adjustment recorded as Instrument #20241203900001 in the [official records](#) .

This policy does not insure that the land described in schedule a is benefited by easements, covenants or other appurtenances shown on the plat or survey to benefit or burden real property outside the boundaries of said land.

16. Deed of Trust and the terms and conditions thereof:
Grantor: BV Homes LLC, a Washington limited liability company
Trustee: California TD Specialists
Beneficiary: Lionscastle LLC ISAOA/ATIMA, a Washington limited liability company
Original Amount: \$2,830,178.65
Dated: August 1, 2025
Recorded on August 1, 2025 as Instrument #20250801000843 in the [official records](#)

Assignment of the Deed of Trust:
Assignee: Churchill Funding I LLC
Recorded on August 8, 2025 as Instrument #20250808000139 in the [official records](#)

 First American Title™	Subdivision Guarantee
	ISSUED BY First American Title Insurance Company
Schedule C	GUARANTEE NUMBER 5003353-0009895e

File No.: 60028018-103


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

LOT 3 OF CITY OF MERCER ISLAND LOT LINE REVISION SUB23-006, RECORDED UNDER RECORDING NO. 20241203900001, RECORDS OF KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF LOTS 3, 4 AND 5 IN BLOCK 6 OF MCGILVRA'S ISLAND ADDITION, AS PER PLAT RECORDED IN VOLUME 16 OF PLATS, PAGE 58, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

THE WEST 97.07 FEET OF THE SOUTH 50.55 FEET OF LOT 3;
TOGETHER WITH THE WEST 97.07 FEET OF THE NORTH 53.20 FEET OF LOT 4;
TOGETHER WITH THE SOUTH 46.39 FEET OF THE NORTH 99.59 FEET OF THE WEST 136.80 FEET OF SAID LOT 4;
TOGETHER WITH THE WEST 26.80 FEET OF THE EAST 40.00 FEET OF THE WEST 150.00 FEET OF SAID LOT 4;
EXCEPT THE NORTH 99.59 FEET OF SAID LOT 4;
TOGETHER WITH THE WEST 26.80 FEET OF THE EAST 40.00 FEET OF THE WEST 150.00 FEET OF LOT 5;
OF SAID MCGILVRA'S ISLAND ADDITION.

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

 First American Title™	Subdivision Guarantee
	ISSUED BY First American Title Insurance Company
Informational Notes	GUARANTEE NUMBER 5003353-0009895e

File No.: 60028018-103

1. Within the past 36 months, the following conveyances have been recorded in King County, which affect the property described in schedule a herein:
 - A: Statutory Warranty Deed on August 31, 2023 as Instrument #20230831000474 in the [official records](#)
 - B: Quit Claim Deed recorded as Instrument #20260130000506 in the [official records](#)
 - C: Quit Claim Deed recorded as Instrument #20260130000508 in the [official records](#)
 - D: Quit Claim Deed recorded as Instrument #20260130000509 in the [official records](#)

2. Based on information provided to the company, on the date of this commitment it appears that there is located on the land:
 - Residence (1-4 Families)

 - Known as:
 2436 74th Avenue Southeast
 Mercer Island, WA 98040 [Map](#)

3. The following may be used as an abbreviated legal description on the documents to be recorded, per amended RCW 65.04. Said abbreviated legal description is not a substitute for a complete legal description within the body of the document:
 - LT 3 CITY OF MERCER ISLAND LLR SUB23-006, REC NO. 20241203900001

2436 74th Ave SE Short Plat
Title Documents
First American Title
Title Commitment
No. 5003353-0009895e

DRS PROJECT NO. 23001

D.R. STRONG CONSULTING ENGINEERS
620 7th Ave.
Kirkland, WA. 98033

Record Date:8/8/2025 8:32 AM

Electronically Recorded King County, WA

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**
Churchill Funding I LLC
1415 Vantage Park Drive Ste 240
Charlotte, NC 28203

PREPARED BY:
LIONSCASTLE LLC ISAOA/ATIMA
7241 185th Ave NE #506
Redmond, WA 98073

ID: [1011567]

ASSIGNMENT OF SECURITY INSTRUMENTS

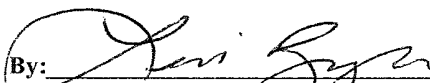
FOR VALUE RECEIVED, the undersigned, LIONSCASTLE LLC ISAOA/ATIMA located at 7241 185th AVE NE #506, Redmond, Washington 98073 ("ASSIGNOR/GRANTOR"), hereby grants, conveys, assigns to: Churchill Funding I LLC, located at: 1415 Vantage Park Drive, Suite 240, Charlotte, NC 28203, ("ASSIGNEE/GRANTEE"), all beneficial interest under that certain DEED OF TRUST, dated August 1th, 2025 and executed by BV Homes LLC, a Washington limited liability company, borrower(s) to: LIONSCASTLE LLC ISAOA/ATIMA, as original lender, and certain instrument recorded in the Official Records of King County, the State of Washington, given to secure a certain Promissory Note in the amount of Two Million Eight Hundred Thirty Thousand One Hundred Seventy-Eight and 65/100 Dollars (\$2,830,178.65) covering the property located at 2436 74th Ave. SE, Mercer Island, Washington 98040.

***recorded on 08/01/2025 at Instrument #: 20250801000843**

TOGETHER with the note or notes therein described and secured thereby, the money due and to become due thereon, with interest, and all rights accrued or to accrue under said Mortgage including the right to have reconveyed, in whole or in part, the real property described therein.

Dated: 08/01/2025

LIONSCASTLE LLC ISAOA/ATIMA

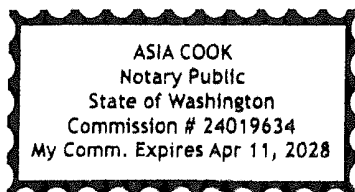
By: 
Name: Levi Bingham
Title: Authorized Signatory

[NOTARY REQUIREMENTS DIFFER BY STATE, PLEASE VERIFY THE REQUIREMENTS IN EACH STATE BEFORE USING THIS 'STANDARD ACKNOWLEDGEMENT']

State of Washington

County of King

Given under my hand and seal of the office this 1st day of August 2025. Before me, Asia Cook, duly commissioned Notary Public, on this day personally appeared Levi Bingham, Authorized Signatory of LIONSCASTLE FUND 1, LLC ISAOA/ATIMA, who is personally known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed in his/her authorized capacity.



Asia Cook
Notary Public's Signature

Printed Name: ASIA COOK

My Commission Expires: 4/11/2028

Property Address: 2436 74th Ave. SE, Mercer Island, Washington 98040.

Legal Description:

The Land referred to herein below is situated in the County of King, State of Washington, and is described as follows:

LOT 3, CITY OF MERCER ISLAND LOT LINE REVISION SUB23-006, RECORDED UNDER
RECORDING NUMBER 20241203900001, RECORDS OF KING COUNTY.

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

[SPACE ABOVE RESERV.]

When Recorded Return To:
LIONSCASTLE LLC ISAOA/ATIMA
7241 185th Ave. NE #506
Redmond, Washington 98073

**COVER SHEET TO DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS,
FIXTURE FILING, AND SECURITY AGREEMENT**

Date of Instrument: August 1, 2025 **CW Title 60019936**

Grantor: BV Homes LLC, a Washington limited liability company

Grantee: LIONSCASTLE LLC ISAOA/ATIMA, a Washington limited liability company

Legal Description: LT 3, CITY OF MERCER ISLAND LLR SUB 23-006,
REC. NO. 2024/20390001
as more particularly described in Exhibit "A" on page 25 hereof.

Assessor's Parcel Number: 531510-0455

NOTE: THIS COVER SHEET DOES NOT MODIFY THE TERMS OF THE ATTACHED INSTRUMENT.

WHEN RECORDED, RETURN TO:

LIONSCASTLE LLC ISAOA/ATIMA
7241 185th Ave. NE #506
Redmond, Washington 98073

Loan No. 1011567
Property ID No.: 531510-0455

**DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, FIXTURE
FILING, AND SECURITY AGREEMENT
(Construction)**

Note Amount: \$2,830,178.65
Property Address: 2436 74th Ave. SE, Mercer Island, Washington 98040

THIS DOCUMENT CONSTITUTES A FIXTURE FILING IN ACCORDANCE WITH THE
WASHINGTON UNIFORM COMMERCIAL CODE.

This Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement (the "Security Instrument" or "Deed of Trust") is made as of August 1, 2025, among BV Homes LLC, a Washington limited liability company ("Borrower"), whose address is 8015 SE 60th St, Mercer Island, Washington 98040; California TD Specialists, as trustee ("Trustee"); and LIONSCASTLE LLC ISAOA/ATIMA, a Washington limited liability company, as beneficiary ("Lender"), whose address is 7241 185th Ave. NE #506, Redmond, Washington 98073.

TRANSFER OF RIGHTS IN THE PROPERTY

To secure the full and timely payment of the Indebtedness and the full and timely performance and discharge of the Obligations (as defined in this Security Instrument), Borrower GRANTS, BARGAINS, SELLS, AND CONVEYS to Trustee the Mortgaged Property, with power of sale and right of entry, subject only to the Permitted Encumbrances, to have and to hold the Mortgaged Property to Trustee, its successors in trust, and the Trustee's assigns forever, and Borrower does hereby bind itself, its successors, and its assigns to warrant and forever defend the title to the Mortgaged Property to Trustee against anyone lawfully claiming it or any part of it. As additional security for the full and timely payment of the Indebtedness and the full and timely performance and discharge of the Obligations, Borrower grants to Lender a security interest in the Personalty, Fixtures, Leases, and Rents under Article Nine of the Uniform Commercial Code in effect in the state where the Mortgaged Property is located. Borrower further grants, bargains, conveys, assigns, transfers, and sets over to Trustee, acting as both a trustee and an agent for Lender under this Security Instrument, a security interest in and to all of Borrower's right, title, and interest in, to, and under the Personalty, Fixtures, Leases, Rents, and Mortgaged Property (to the extent characterized as personal property) to secure the full and timely payment of the Indebtedness and the full and timely performance and discharge of the Obligations.

Borrower agrees to execute and deliver, from time to time, such further instruments, including, but not limited to, security agreements, assignments, and UCC financing statements, as may be requested by Lender to confirm the lien of this Security Instrument on any of the Mortgaged Property. Borrower further irrevocably grants, transfers, and assigns to Lender the Rents. This assignment of Rents is to be effective to create a present security interest in existing and future Rents of the Mortgaged Property.

TO MAINTAIN AND PROTECT THE SECURITY OF THIS SECURITY INSTRUMENT, TO SECURE THE FULL AND TIMELY PERFORMANCE BY BORROWER OF EACH AND EVERY OBLIGATION, COVENANT, AND AGREEMENT OF BORROWER UNDER THE LOAN DOCUMENTS, AND AS ADDITIONAL CONSIDERATION FOR THE INDEBTEDNESS AND OBLIGATIONS EVIDENCED BY THE LOAN DOCUMENTS, BORROWER HEREBY COVENANTS, REPRESENTS, AND AGREES AS FOLLOWS:

DEFINITIONS.

1. **Definitions.** For purposes of this Security Instrument, each of the following terms shall have the following respective meanings:

1.1 **"Attorneys' Fees."** Any and all attorney fees (including the allocated cost of in-house counsel), paralegal, and law clerk fees, including, without limitation, fees for advice, negotiation, consultation, arbitration, and litigation at the pretrial, trial, and appellate levels, and in any bankruptcy proceedings, and attorney costs and expenses incurred or paid by Lender in protecting its interests in the Mortgaged Property, including, but not limited to, any action for waste, and enforcing its rights under this Security Instrument.

1.2 **"Borrower."**
1.2.1. The named Borrower in this Security Instrument;
1.2.2. The obligor under the Note, whether or not named as Borrower in this Security Instrument; and

1.2.3. Subject to any limitations of assignment as provided for in the Loan Documents, the heirs, legatees, devisees, administrators, executors, successors in interest to the Mortgaged Property, and the assigns of any such Person.

All references to Borrower in the remainder of the Loan Documents shall mean the obligor under the Note.

1.3 **"Event of Default."** An Event of Default as defined in the Loan Agreement.

1.4 **"Fixtures."** All right, title, and interest of Borrower in and to all materials, supplies, equipment, apparatus, and other items now or later attached to, installed on or in the Land or the Improvements, or that in some fashion are deemed to be fixtures to the Land or Improvements under the laws of the state where the Mortgaged Property is located, including the Uniform Commercial Code. "Fixtures" includes, without limitation, all items of Personalty to the extent that they may be deemed Fixtures under Governmental Requirements.

1.5 **"Governmental Authority."** Any and all courts, boards, agencies, commissions, offices, or authorities of any nature whatsoever for any governmental unit (federal, state, county, district, municipal, city, or otherwise) whether now or later in existence.

1.6 **"Governmental Requirements."** Any and all laws, statutes, codes, ordinances, regulations, enactments, decrees, judgments, and orders of any Governmental Authority.

1.7 **"Impositions."** All real estate and personal property taxes, water, gas, sewer, electricity, and other utility rates and charges; charges imposed under any subdivision, planned unit development, or condominium declaration or restrictions; charges for any easement, license, or agreement maintained for the benefit of the Mortgaged Property, and all other taxes, charges, and assessments and any interest, costs, or penalties of any kind and nature that at any time before or after the execution of this Security Instrument may be assessed, levied, or imposed on the Mortgaged Property or on its ownership, use, occupancy, or enjoyment.

1.8 **"Improvements."** Any and all buildings, structures, improvements, fixtures, and appurtenances now and later placed on the Mortgaged Property, including, without limitation, all apparatus and equipment, whether or not physically affixed to the land or any building, which is used to provide or supply air cooling, air conditioning, heat, gas, water, light, power, refrigeration, ventilation, laundry, drying, dish washing, garbage disposal, or other services; and all elevators, escalators, and related machinery and

equipment, fire prevention and extinguishing apparatus, security and access control apparatus, partitions, ducts, compressors, plumbing, ovens, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains, curtain rods, mirrors, cabinets, paneling, rugs, attached floor coverings, furniture, pictures, antennas, pools, spas, pool and spa operation and maintenance equipment and apparatus, and trees and plants located on the Mortgaged Property, all of which, including replacements and additions, shall conclusively be deemed to be affixed to and be part of the Mortgaged Property conveyed to Trustee under this Security Instrument.

1.9 "Indebtedness." The principal of, interest on, and all other amounts and payments due under or evidenced by the following:

1.9.1. The Note (including, without limitation, any prepayment premium, late payment, and other charges payable under the Note);

1.9.2. The Loan Agreement;

1.9.3. This Security Instrument and all other Loan Documents;

1.9.4. All funds later advanced by Lender to or for the benefit of Borrower under any provision of any of the Loan Documents;

1.9.5. Any future loans or amounts advanced by Lender to Borrower when evidenced by a written instrument or document that specifically recites that the Obligations evidenced by such document are secured by the terms of this Security Instrument, including, but not limited to, funds advanced to protect the security or priority of the Security Instrument; and

1.9.6. Any amendment, modification, extension, rearrangement, restatement, renewal, substitution, or replacement of any of the foregoing.

1.10 "Land." The real estate or any interest in it described in Exhibit "A" attached to this Security Instrument and made a part of it, together with all Improvements and Fixtures and all rights, titles, and interests appurtenant to it.

1.11 "Leases." Any and all leases, subleases, licenses, concessions, or other agreements (written or verbal, now or later in effect) that grant a possessory interest in and to, or the right to extract, mine, reside in, sell, or use the Mortgaged Property, and all other agreements, including, but not limited to, utility contracts, maintenance agreements, and service contracts that in any way relate to the use, occupancy, operation, maintenance, enjoyment, or ownership of the Mortgaged Property, except any and all leases, subleases, or other agreements under which Borrower is granted a possessory interest in the Land.

1.12 "Lender." The named Lender in this Security Instrument and the owner and holder (including a pledgee) of any Note, Indebtedness, or Obligations secured by this Security Instrument, whether or not named as Lender in this Security Instrument, and the heirs, legatees, devisees, administrators, executors, successors, and assigns of any such Person.

1.13 "Loan." The extension of credit made by Lender to Borrower under the terms of the Loan Documents.

1.14 "Loan Agreement." The Construction Loan and Security Agreement given by Borrower evidencing the Loan, in such form as is acceptable to Lender, together with any and all rearrangements, extensions, renewals, substitutions, replacements, modifications, restatements, and amendments thereto.

1.15 "Loan Documents." Collectively, this Security Instrument, the Note, and all other instruments and agreements required to be executed by Borrower or any guarantor in connection with the Loan. Notwithstanding the foregoing, when used in the definitions of Indebtedness and Obligations, and in relation to the discussion of the Obligations and Indebtedness that are secured by this Security Instrument, the term "Loan Documents" specifically excludes any Guaranty and the Environmental Indemnity Agreement dated the date of this Security Instrument, executed by Borrower and/or any guarantor of the Loan, each of which are not secured by this Security Instrument.

1.16 "Mortgaged Property." The Land, Improvements, Fixtures, Personality, Leases, and Rents that is described as follows:

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

commonly known as: **2436 74th Ave. SE, Mercer Island, Washington 98040**
Property ID No.: 531510-0455

together with:

1.16.1. All right, title, and interest (including any claim or demand or demand in law or equity) that Borrower now has or may later acquire in or to such Mortgaged Property; all easements, rights, privileges, tenements, hereditaments, and appurtenances belonging or in any way appertaining to the Mortgaged Property; all of the estate, right, title, interest, claim, demand, reversion, or remainder of Borrower in or to the Mortgaged Property, either at law or in equity, in possession or expectancy, now or later acquired; all crops growing or to be grown on the Mortgaged Property; all development rights or credits and air rights; all water and water rights (whether or not appurtenant to the Mortgaged Property) and shares of stock pertaining to such water or water rights, ownership of which affects the Mortgaged Property; all minerals, oil, gas, and other hydrocarbon substances and rights thereto in, on, under, or upon the Mortgaged Property and all royalties and profits from any such rights or shares of stock; all right, title, and interest of Borrower in and to any streets, ways, alleys, strips, or gores of land adjoining the Land or any part of it that Borrower now owns or at any time later acquires and all adjacent lands within enclosures or occupied by buildings partly situated on the Mortgaged Property;

1.16.2. All intangible Mortgaged Property and rights relating to the Mortgaged Property or its operation or used in connection with it, including, without limitation, permits, licenses, plans, specifications, construction contracts, subcontracts, bids, deposits for utility services, installations, refunds due Borrower, trade names, trademarks, and service marks;

1.16.3. All of the right, title, and interest of Borrower in and to the land lying in the bed of any street, road, highway, or avenue in front of or adjoining the Land;

1.16.4. Any and all awards previously made or later to be made by any Governmental Authority to the present and all subsequent owners of the Mortgaged Property that may be made with respect to the Mortgaged Property as a result of the exercise of the right of eminent domain, the alteration of the grade of any street, or any other injury to or decrease of value of the Mortgaged Property, which award or awards are assigned to Lender and Lender, at its option, is authorized, directed, and empowered to collect and receive the proceeds of any such award or awards from the authorities making them and to give proper receipts and acquittances for them;

1.16.5. All certificates of deposit of Borrower in Lender's possession and all bank accounts of Borrower with Lender and their proceeds, and all deposits of Borrower with any Governmental Authority and/or public utility company that relate to the ownership of the Mortgaged Property;

1.16.6. All Leases of the Mortgaged Property or any part of it now or later entered into and all right, title, and interest of Borrower under such Leases, including cash or securities deposited by the tenants to secure performance of their obligations under such Leases (whether such cash or securities are to be held until the expiration of the terms of such Leases or applied to one or more of the installments of rent coming due immediately before the expiration of such terms), all rights to all insurance proceeds and unearned insurance premiums arising from or relating to the Mortgaged Property, all other rights and easements of Borrower now or later existing pertaining to the use and enjoyment of the Mortgaged Property, and all right, title, and interest of Borrower in and to all declarations of covenants, conditions, and restrictions as may affect or otherwise relate to the Mortgaged Property;

1.16.7. Any and all proceeds of any insurance policies covering the Mortgaged Property, whether or not such insurance policies were required by Lender as a condition of making the Loan secured by this Security Instrument or are required to be maintained by Borrower as provided below in this Security Instrument; which proceeds are assigned to Lender, and Lender, at its option, is authorized, directed, and empowered to collect and receive the proceeds of such insurance policies from the insurers issuing the same and to give proper receipts and acquittances for such policies, and to apply the same as provided below;

1.16.8. If the Mortgaged Property includes a leasehold estate, all of Borrower's right, title, and interest in and to the lease, more particularly described in Exhibit "A" attached to this Security Instrument (the "Leasehold") including, without limitation, the right to surrender, terminate, cancel, waive, change, supplement, grant subleases of, alter, or amend the Leasehold;

1.16.9. All plans and specifications for the Improvements; all contracts and subcontracts relating to the Improvements; all deposits (including tenants' security deposits; provided, however, that if Lender acquires possession or control of tenants' security deposits Lender shall use the tenants' security deposits only for such purposes as Governmental Requirements permit), funds, accounts, contract rights, instruments, documents, general intangibles, and notes or chattel paper arising from or in connection with the Mortgaged Property; all permits, licenses, certificates, and other rights and privileges obtained in connection with the Mortgaged Property; all soils reports, engineering reports, land planning maps, drawings, construction contracts, notes, drafts, documents, engineering and architectural drawings, letters of credit, bonds, surety bonds, any other intangible rights relating to the Land and Improvements, surveys, and other reports, exhibits, or plans used or to be used in connection with the construction, planning, operation, or maintenance of the Land and Improvements and all amendments and modifications; all proceeds arising from or by virtue of the sale, lease, grant of option, or other disposition of all or any part of the Mortgaged Property (consent to same is not granted or implied); and all proceeds (including premium refunds) payable or to be payable under each insurance policy relating to the Mortgaged Property;

1.16.10. All trade names, trademarks, symbols, service marks, and goodwill associated with the Mortgaged Property and any and all state and federal applications and registrations now or later used in connection with the use or operation of the Mortgaged Property;

1.16.11. All tax refunds, bills, notes, inventories, accounts and charges receivable, credits, claims, securities, and documents of all kinds, and all instruments, contract rights, general intangibles, bonds and deposits, and all proceeds and products of the Mortgaged Property;

1.16.12. All money or other personal property of Borrower (including, without limitation, any instrument, deposit account, general intangible, or chattel paper, as defined in the Uniform Commercial Code) previously or later delivered to, deposited with, or that otherwise comes into Lender's possession;

1.16.13. All accounts, contract rights, chattel paper, documents, instruments, books, records, claims against third parties, money, securities, drafts, notes, proceeds, and other items relating to the Mortgaged Property;

1.16.14. All construction, supply, engineering, and architectural contracts executed and to be executed by Borrower for the construction of the Improvements; and

1.16.15. All proceeds of any of the foregoing.

As used in this Security Instrument, "Mortgaged Property" is expressly defined as meaning all or, when the context permits or requires, any portion of it and all or, when the context permits or requires, any interest in it.

1.17 "Note." The Secured Note payable by Borrower to the order of Lender in the principal amount of **Two Million Eight Hundred Thirty Thousand One Hundred Seventy-Eight and 65/100 Dollars (\$2,830,178.65), which matures on March 1, 2027**, evidencing the Loan, in such form as is acceptable to Lender, together with any and all rearrangements, extensions, renewals, substitutions, replacements, modifications, restatements, and amendments to the Secured Note.

1.18 "Obligations." Any and all of the covenants, warranties, representations, and other obligations (other than to repay the Indebtedness) made or undertaken by Borrower to Lender or Trustee as set forth in the Loan Documents; any lease, sublease, or other agreement under which Borrower is granted a possessory interest in the Land; each obligation, covenant, and agreement of Borrower in the Loan Documents or in any other document executed by Borrower in connection with the loan(s) secured by this Security Instrument whether set forth in or incorporated into the Loan Documents by reference; each and every monetary provision of all covenants, conditions, and restrictions, if any, pertaining to the Mortgaged Property and on Lender's written request, the enforcement by Borrower of any covenant by third parties to pay maintenance or other charges, if they have not been paid, or valid legal steps taken to enforce such

payment within 90 days after such written request is made; if the Mortgaged Property consists of or includes a leasehold estate, each obligation, covenant, and agreement of Borrower arising under, or contained in, the instrument(s) creating any such leasehold; all agreements of Borrower to pay fees and charges to Lender whether or not set forth in this Security Instrument; and charges, as allowed by law, when they are made for any statement regarding the obligations secured by this Security Instrument.

The Obligations specifically exclude any Guaranty and the Environmental Indemnity Agreement dated the date of this Security Instrument, executed by Borrower and/or any guarantor of the Loan, which is not secured by this Security Instrument.

1.19 "Permitted Encumbrances." At any particular time, (a) liens for taxes, assessments, or governmental charges not then due and payable or not then delinquent; (b) liens, easements, encumbrances, and restrictions on the Mortgaged Property that are allowed by Lender to appear in Schedule B, with Parts I and II of an ALTA title policy to be issued to Lender following recordation of the Security Instrument; and (c) liens in favor of or consented to in writing by Lender.

1.20 "Person." Any natural person, business, corporation, company, and or association, limited liability company, partnership, limited partnership, limited liability partnership, joint venture, business enterprise, trust, government authority or other legal entity.

1.21 "Personalty." All of the right, title, and interest of Borrower in and to all tangible and intangible personal property, whether now owned or later acquired by Borrower, including, but not limited to, water rights (to the extent they may constitute personal property), all equipment, inventory, goods, consumer goods, accounts, chattel paper, instruments, money, general intangibles, letter-of-credit rights, deposit accounts, investment property, documents, minerals, crops, and timber (as those terms are defined in the Uniform Commercial Code) and that are now or at any later time located on, attached to, installed, placed, used on, in connection with, or are required for such attachment, installation, placement, or use on the Land, the Improvements, Fixtures, or on other goods located on the Land or Improvements, together with all additions, accessions, accessories, amendments, modifications to the Land or Improvements, extensions, renewals, and enlargements and proceeds of the Land or Improvements, substitutions for, and income and profits from, the Land or Improvements. The Personalty includes, but is not limited to, all goods, machinery, tools, equipment (including fire sprinklers and alarm systems); building materials, air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreational, maintenance, extermination of vermin or insects, dust removal, refuse and garbage equipment; vehicle maintenance and repair equipment; office furniture (including tables, chairs, planters, desks, sofas, shelves, lockers, and cabinets); safes, furnishings, appliances (including ice-making machines, refrigerators, fans, water heaters, and incinerators); rugs, carpets, other floor coverings, draperies, drapery rods and brackets, awnings, window shades, venetian blinds, curtains, other window coverings; lamps, chandeliers, other lighting fixtures; office maintenance and other supplies; loan commitments, financing arrangements, bonds, construction contracts, leases, tenants' security deposits, licenses, permits, sales contracts, option contracts, lease contracts, insurance policies, proceeds from policies, plans, specifications, surveys, books, records, funds, bank deposits; and all other intangible personal property. Personalty also includes any other portion or items of the Mortgaged Property that constitute personal property under the Uniform Commercial Code.

1.22 "Rents." All rents, issues, revenues, income, proceeds, royalties, profits, license fees, prepaid municipal and utility fees, bonds, and other benefits to which Borrower or the record title owner of the Mortgaged Property may now or later be entitled from or which are derived from the Mortgaged Property, including, without limitation, sale proceeds of the Mortgaged Property; any room or space sales or rentals from the Mortgaged Property; and other benefits paid or payable for using, leasing, licensing, possessing, operating from or in, residing in, selling, mining, extracting, or otherwise enjoying or using the Mortgaged Property.

1.23 "Uniform Commercial Code." The uniform commercial code as found in the statutes of the state in which the Mortgaged Property is located.

1.24 "Water Rights." All water rights of whatever kind or character, surface or underground, appurtenant, decreed, or vested, that are appurtenant to the Mortgaged Property or otherwise used or useful in connection with the intended development of the Mortgaged Property.

Any terms not otherwise defined in this Security Instrument shall have the meaning given them in the Loan Agreement and Note, dated of even date herewith between Borrower and Lender.

UNIFORM COVENANTS

2. Repair and Maintenance of Mortgaged Property. Borrower shall (a) keep the Mortgaged Property in good condition and repair; (b) not substantially alter, remove, or demolish the Mortgaged Property or any of the Improvements except when incident to the replacement of Fixtures, equipment, machinery, or appliances with items of like kind; (c) restore and repair to the equivalent of its original condition all or any part of the Mortgaged Property that may be damaged or destroyed, including, but not limited to, damage from termites and dry rot, soil subsidence, and construction defects, whether or not insurance proceeds are available to cover any part of the cost of such restoration and repair, and regardless of whether Lender permits the use of any insurance proceeds to be used for restoration under this Security Instrument; (d) pay when due all claims for labor performed, services performed, equipment provided and materials furnished in connection with the Mortgaged Property and not permit any mechanics' or materialman's lien to arise against the Mortgaged Property or furnish a loss or liability bond against such mechanics' or materialman's lien claims; (e) comply with all laws affecting the Mortgaged Property or requiring that any alterations, repairs, replacements, or improvements be made on it; (f) not commit or permit waste on or to the Mortgaged Property, or commit, suffer, or permit any act or violation of law to occur on it; (g) not abandon the Mortgaged Property; (h) cultivate, irrigate, fertilize, fumigate, and prune in accordance with prudent agricultural practices; (i) if required by Lender, provide for management satisfactory to Lender under a management contract approved by Lender; (j) notify Lender in writing of any condition at or on the Mortgaged Property that may have a significant and measurable effect on its market value; (k) if the Mortgaged Property is rental property, generally operate and maintain it in such manner as to realize its maximum rental potential; and (l) do all other things that the character or use of the Mortgaged Property may reasonably render necessary to maintain it in the same condition (reasonable wear and tear expected) as existed at the date of this Security Instrument.

3. Use of Mortgaged Property. Unless otherwise required by Governmental Requirements or unless Lender otherwise provides prior written consent, Borrower shall not change, nor allow changes in, the use of the Mortgaged Property from the current use of the Mortgaged Property as of the date of this Security Instrument. Borrower shall not initiate or acquiesce in a change in the zoning classification of the Mortgaged Property without Lender's prior written consent.

4. Condemnation and Insurance Proceeds.

4.1 Assignment to Lender. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of or damage or injury to the Mortgaged Property, or any part of it, or for conveyance in lieu of condemnation, are assigned to and shall be paid to Lender, regardless of whether Lender's security is impaired. All causes of action, whether accrued before or after the date of this Security Instrument, of all types for damages or injury to the Mortgaged Property or any part of it, or in connection with any transaction financed by funds lent to Borrower by Lender and secured by this Security Instrument, or in connection with or affecting the Mortgaged Property or any part of it, including, without limitation, causes of action arising in tort or contract or in equity, are assigned to Lender as additional security, and the proceeds shall be paid to Lender. Lender, at its option, may appear in and prosecute in its own name any action or proceeding to enforce any such cause of action and may make any compromise or settlement of such action. Borrower shall notify Lender in writing immediately on obtaining knowledge of any casualty damage to the Mortgaged Property or damage in any other manner in excess of \$2,000.00 or knowledge of the institution of any proceeding relating to condemnation or other taking of or damage or injury to all or any portion of the Mortgaged

Property. Lender, in its sole and absolute discretion, may participate in any such proceedings and may join Borrower in adjusting any loss covered by insurance. Borrower covenants and agrees with Lender, at Lender's request, to make, execute, and deliver, at Borrower's expense, any and all assignments and other instruments sufficient for the purpose of assigning the aforesaid award or awards, causes of action, or claims of damages or proceeds to Lender free, clear, and discharged of any and all encumbrances of any kind or nature.

4.2 Insurance Payments. All compensation, awards, proceeds, damages, claims, insurance recoveries, rights of action, and payments that Borrower may receive or to which Lender may become entitled with respect to the Mortgaged Property if any damage or injury occurs to the Mortgaged Property, other than by a partial condemnation or other partial taking of the Mortgaged Property, shall be paid over to Lender and shall be applied first toward reimbursement of all costs and expenses of Lender in connection with their recovery and disbursement, and shall then be applied as follows:

4.2.1. Lender shall consent to the application of such payments to the restoration of the Mortgaged Property so damaged only if Borrower has met all the following conditions (a breach of any one of which shall constitute a default under this Security Instrument, the Loan Agreement, the Note, and any other Loan Documents): (a) Borrower is not in default under any of the terms, covenants, and conditions of the Loan Documents; (b) all then-existing Leases affected in any way by such damage will continue in full force and effect; (c) Lender is satisfied that the insurance or award proceeds, plus any sums added by Borrower, shall be sufficient to fully restore and rebuild the Mortgaged Property under then current Governmental Requirements; (d) within 60 days after the damage to the Mortgaged Property, Borrower presents to Lender a restoration plan satisfactory to Lender and any local planning department, which includes cost estimates and schedules; (e) construction and completion of restoration and rebuilding of the Mortgaged Property shall be completed in accordance with plans and specifications and drawings submitted to Lender within 30 days after receipt by Lender of the restoration plan and thereafter approved by Lender, which plans, specifications, and drawings shall not be substantially modified, changed, or revised without Lender's prior written consent; (f) within 3 months after such damage, Borrower and a licensed contractor satisfactory to Lender enter into a fixed price or guaranteed maximum price contract satisfactory to Lender, providing for complete restoration in accordance with such restoration plan for an amount not to exceed the amount of funds held or to be held by Lender; (g) all restoration of the Improvements so damaged or destroyed shall be made with reasonable promptness and shall be of a value at least equal to the value of the Improvements so damaged or destroyed before such damage or destruction; (h) Lender reasonably determines that there is an identified source (whether from income from the Mortgaged Property, rental loss insurance, or another source) sufficient to pay all debt service and operating expenses of the Mortgaged Property during its restoration as required above; and (i) any and all funds that are made available for restoration and rebuilding under this Section shall be disbursed, at Lender's sole and absolute discretion to Lender, through Lender, the Trustee, or a title insurance or trust company satisfactory to Lender, in accordance with standard construction lending practices, including a reasonable fee payable to Lender from such funds and, if Lender requests, mechanics' lien waivers and title insurance date-downs, and the provision of payment and performance bonds by Borrower, or in any other manner approved by Lender in Lender's sole and absolute discretion; or

4.2.2. If fewer than all conditions (a) through (i) above are satisfied, then such payments shall be applied in the sole and absolute discretion of Lender (a) to the payment or prepayment, with any applicable prepayment premium, of any Indebtedness secured by this Security Instrument in such order as Lender may determine, or (b) to the reimbursement of Borrower's expenses incurred in the rebuilding and restoration of the Mortgaged Property. If Lender elects under this Section to make any funds available to restore the Mortgaged Property, then all of conditions (a) through (i) above shall apply, except for such conditions that Lender, in its sole and absolute discretion, may waive.

4.3 Material Loss Not Covered. If any material part of the Mortgaged Property is damaged or destroyed and the loss, measured by the replacement cost of the Improvements according to then current Governmental Requirements, is not adequately covered by insurance proceeds collected or in the process

of collection, Borrower shall deposit with Lender, within 30 days after Lender's request, the amount of the loss not so covered.

4.4 Total Condemnation Payments. All compensation, awards, proceeds, damages, claims, insurance recoveries, rights of action, and payments that Borrower may receive or to which Borrower may become entitled with respect to the Mortgaged Property in the event of a total condemnation or other total taking of the Mortgaged Property shall be paid over to Lender and shall be applied first to reimbursement of all Lender's costs and expenses in connection with their recovery, and shall then be applied to the payment of any Indebtedness secured by this Security Instrument in such order as Lender may determine, until the Indebtedness secured by this Security Instrument has been paid and satisfied in full. Any surplus remaining after payment and satisfaction of the Indebtedness secured by this Security Instrument shall be paid to Borrower as its interest may then appear.

4.5 Partial Condemnation Payments. All compensation, awards, proceeds, damages, claims, insurance recoveries, rights of action, and payments ("Awarded Funds") that Borrower may receive or to which Borrower may become entitled with respect to the Mortgaged Property in the event of a partial condemnation or other partial taking of the Mortgaged Property, unless Borrower and Lender otherwise agree in writing, shall be divided into two portions, one equal to the principal balance of the Note at the time of receipt of such Awarded Funds and the other equal to the amount by which such Awarded Funds exceed the principal balance of the Note at the time of receipt of such Awarded Funds. The first such portion shall be applied to the sums secured by this Security Instrument, whether or not then due, including but not limited to principal, accrued interest, and advances, and in such order or combination as Lender may determine, with the balance of the funds paid to Borrower.

4.6 Cure of Waiver of Default. Any application of such Awarded Funds or any portion of it to any Indebtedness secured by this Security Instrument shall not be construed to cure or waive any default or notice of default under this Security Instrument or invalidate any act done under any such default or notice.

5. Taxes and Other Sums Due. Borrower shall promptly pay, satisfy, and discharge: (a) all Impositions affecting the Mortgaged Property before they become delinquent; (b) such other amounts, chargeable against Borrower or the Mortgaged Property, as Lender reasonably deems necessary to protect and preserve the Mortgaged Property, this Security Instrument, or Lender's security for the performance of the Obligations; (c) all encumbrances, charges, and liens on the Mortgaged Property, with interest, which in Lender's judgment are, or appear to be, prior or superior to the lien of this Security Instrument or all costs necessary to obtain protection against such lien or charge by title insurance endorsement or surety company bond; (d) such other charges as Lender deems reasonable for services rendered by Lender at Borrower's request; and (e) all costs, fees, and expenses incurred by Lender in connection with this Security Instrument, whether or not specified in this Security Instrument.

On Lender's request, Borrower shall promptly furnish Lender with all notices of sums due for any amounts specified in the preceding clauses 5(a) through (e), and, on payment, with written evidence of such payment. If Borrower fails to promptly make any payment required under this Section, Lender may (but is not obligated to) make such payment. Borrower shall notify Lender immediately on receipt by Borrower of notice of any increase in the assessed value of the Mortgaged Property and agrees that Lender, in Borrower's name, may (but is not obligated to) contest by appropriate proceedings such increase in assessment. Without Lender's prior written consent, Borrower shall not allow any lien inferior to the lien of this Security Instrument to be perfected against the Mortgaged Property and shall not permit any improvement bond for any unpaid special assessment to issue.

6. Leases of Mortgaged Property by Borrower. At Lender's request, Borrower shall furnish Lender with executed copies of all Leases of the Mortgaged Property or any portion of it then in force. If Lender so requires, all Leases later entered into by Borrower are subject to Lender's prior review and approval and must be acceptable to Lender in form and content. Each Lease must specifically provide, inter alia, that (a) it is subordinate to the lien of this Security Instrument; (b) the tenant attorns to Lender (and Borrower consents to any such attornment), such attornment to be effective on Lender's acquisition of title to the

Mortgaged Property; (c) the tenant agrees to execute such further evidence of attornment as Lender may from time to time request; (d) the tenant's attornment shall not be terminated by foreclosure; and (e) Lender, at Lender's option, may accept or reject such attornment. If Borrower learns that any tenant proposes to do, or is doing, any act that may give rise to any right of setoff against Rent, Borrower shall immediately (i) take measures reasonably calculated to prevent the accrual of any such right of setoff; (ii) notify Lender of all measures so taken and of the amount of any setoff claimed by any such tenant; and (iii) within 10 days after the accrual of any right of setoff against Rent, reimburse any tenant who has acquired such right, in full, or take other measures that will effectively discharge such setoff and ensure that rents subsequently due shall continue to be payable without claim of setoff or deduction.

In the event a tenant under any lease should be the subject of any proceeding under the Federal Bankruptcy Act (Title 11 U.S.C.) or any other federal, state, or local statute which provides for the possible termination or rejection of the leases assigned hereby, the Borrower covenants and agrees that if any of the leases is so rejected, no settlement for damages shall be made without prior written consent of the Lender, and any check in payment of damages for rejection of any lease will be made payable both to the Borrower and Lender. The Borrower hereby assigns any such payment to the Lender and further covenants and agrees that upon the request of the Lender, it will duly endorse to the order of the Lender any check, the proceeds of which will be applied to whatever portion of the indebtedness secured hereby and by the Agreements which the Lender may elect.

At Lender's request, Borrower shall assign to Lender, by written instrument satisfactory to Lender, all Leases of the Mortgaged Property, and all security deposits made by tenants in connection with such Leases. On assignment to Lender of any such Lease, Lender shall succeed to all rights and powers of Borrower with respect to such Lease, and Lender, in Lender's sole and absolute discretion, shall have the right to modify, extend, or terminate such Lease and to execute other further leases with respect to the Mortgaged Property that is the subject of such assigned Lease.

Neither Borrower, tenant nor any other occupant of the Mortgaged Property shall use the Mortgaged Property, except in compliance with all applicable federal, state, and local laws, ordinances, rules and regulations; nor shall Borrower, tenant or any other occupant cause the Mortgaged Property to become subject to any use that is not in compliance with all applicable federal, state, and local laws, ordinances, rules and regulations.

If Borrower suspects any tenant or other occupant of the Mortgaged Property is using the Mortgaged Property in a manner that is not in compliance with any Governmental Requirement to which Borrower, tenant, or any other occupant of the Mortgaged Property is subject, Borrower shall immediately take appropriate action to remedy the violation, and shall notify Lender of any potential violation within one (1) day of discovery of any such potential violation. Any potential violation by a tenant or any other occupant of the Mortgaged Property of any Governmental Requirement is an Event of Default under the terms of the Loan Agreement, the Note and this Security Instrument; and upon the occurrence of any such violation, Lender, at Lender's option, may, without prior notice, declare all sums secured by this Security Instrument, regardless of their stated due date(s), immediately due and payable and may exercise all rights and remedies in the Loan Documents.

7. Representations and Warranties Concerning Leases. Borrower represents and warrants that Borrower (i) is the owner in fee simple absolute or a holder of a leasehold estate, as applicable of the Mortgaged Property and has good title as landlord to the leases hereby assigned and good right to assign the same, and that no other Person has any right, title or interest as landlord therein and (ii) Borrower has not previously sold, assigned, transferred, mortgaged or pledged the rents from the Mortgaged Property, whether now due or hereafter to become due.

8. Right to Collect and Receive Rents. Despite any other provision of this Security Instrument, Lender grants permission to Borrower to collect and retain the Rents of the Mortgaged Property as they become due and payable; however, such permission to Borrower shall be automatically revoked on default by Borrower in payment of any Indebtedness secured by this Security Instrument or in the performance of any of the Obligations, and Lender shall have the rights set forth in the laws and regulations where the

Mortgaged Property is located regardless of whether declaration of default has been delivered, and without regard to the adequacy of the security for the Indebtedness secured by this Security Instrument. Failure of or discontinuance by Lender at any time, or from time to time, to collect any such Rents shall not in any manner affect the subsequent enforcement by Lender at any time, or from time to time, of the right, power, and authority to collect these Rents. The receipt and application by Lender of all such Rents under this Security Instrument, after execution and delivery of declaration of default and demand for sale as provided in this Security Instrument or during the pendency of trustee's sale proceedings under this Security Instrument or judicial foreclosure, shall neither cure such breach or default nor affect such sale proceedings, or any sale made under them, but such Rents, less all costs of operation, maintenance, collection, and Attorneys' Fees, when received by Lender, may be applied in reduction of the entire Indebtedness from time to time secured by this Security Instrument, in such order as Lender may decide. Nothing in this Security Instrument, nor the exercise of Lender's right to collect, nor an assumption by Lender of any tenancy, lease, or option, nor an assumption of liability under, nor a subordination of the lien or charge of this Security Instrument to, any such tenancy, lease, or option, shall be, or be construed to be, an affirmation by Lender of any tenancy, lease, or option.

If the Rents of the Mortgaged Property are not sufficient to meet the costs, if any, of taking control of and managing the Mortgaged Property and collecting the Rents, any funds expended by Lender for such purposes shall become an Indebtedness of Borrower to Lender secured by this Security Instrument. Unless Lender and Borrower agree in writing to other terms of payment, such amounts shall be payable on notice from Lender to Borrower requesting such payment and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to Governmental Requirements, in which event the amounts shall bear interest at the highest rate that may be collected from Borrower under Governmental Requirements.

Borrower expressly understands and agrees that Lender will have no liability to Borrower or any other person for Lender's failure or inability to collect Rents from the Mortgaged Property or for failing to collect such Rents in an amount that is equal to the fair market rental value of the Mortgaged Property. Borrower understands and agrees that neither the assignment of Rents to Lender nor the exercise by Lender of any of its rights or remedies under this Security Instrument shall be deemed to make Lender a "mortgagee-in-possession" or otherwise responsible or liable in any manner with respect to the Mortgaged Property or the use, occupancy, enjoyment, or operation of all or any portion of it, unless and until Lender, in person or by agent, assumes actual possession of it. Nor shall appointment of a receiver for the Mortgaged Property by any court at the request of Lender or by agreement with Borrower, or the entering into possession of the Mortgaged Property or any part of it by such receiver be deemed to make Lender a mortgagee-in-possession or otherwise responsible or liable in any manner with respect to the Mortgaged Property or the use, occupancy, enjoyment, or operation of all or any portion of it.

During an Event of Default, any and all Rents collected or received by Borrower shall be accepted and held for Lender in trust and shall not be commingled with Borrower's funds and property, but shall be promptly paid over to Lender.

9. Indemnification of the Lender. Borrower hereby agrees to indemnify and hold the Lender harmless of and from any and all liability, loss, damage or expense which it may or might incur under or by reason of this Security Instrument, or for any action taken by the Lender hereunder except actions taken by the Lender in accordance with the authority and rights granted to Lender above or by reason or in defense of any and all claims and demands whatsoever which may be asserted against the Lender arising out of the Leases, including, but without limitation thereto, any claim by any tenant of credit for rental paid to and received by the Borrower, but not delivered to the Lender, for any period under any Lease more than one (1) month in advance of the due date thereof; should the Lender incur any such liability, loss, damage or expense, the amount thereof, including, without limitation, reasonable attorney's fees and disbursements generally, and at trial and appellate level, with interest thereon at the default rate, if any, set forth in the Note and other Loan Documents shall be payable by the Borrower immediately without demand, and shall be secured hereby.

10. Assignment of Causes of Action, Awards, and Damages. All causes of action, and all sums due or payable to Borrower for injury or damage to the Mortgaged Property, or as damages incurred in connection with the transactions in which the Loan secured by this Security Instrument was made, including, without limitation, causes of action and damages for breach of contract, fraud, concealment, construction defects, or other torts, or compensation for any conveyance in lieu of condemnation, are assigned to Lender, and all proceeds from such causes of action and all such sums shall be paid to Lender for credit against the Indebtedness secured by this Security Instrument. Borrower shall notify Lender immediately on receipt by Borrower of notice that any such sums have become due or payable and, immediately on receipt of any such sums, shall promptly remit such sums to Lender.

After deducting all expenses, including Attorneys' Fees, incurred by Lender in recovering or collecting any sums under this Section, Lender may apply or release the balance of any funds received by it under this Section, or any part of such balance, as it elects. Lender, at its option, may appear in and prosecute in its own name any action or proceeding to enforce any cause of action assigned to it under this Section and may make any compromise or settlement in such action whatsoever. Borrower covenants that it shall execute and deliver to Lender such further assignments of any such compensation awards, damages, or causes of action as Lender may request from time to time. If Lender fails or does not elect to prosecute any such action or proceeding and Borrower elects to do so, Borrower may conduct the action or proceeding at its own expense and risk.

11. Defense of Security Instrument; Litigation. Borrower represents and warrants that this Security Instrument creates a first position lien and security interest against the Mortgaged Property. Borrower shall give Lender immediate written notice of any action or proceeding (including, without limitation, any judicial, whether civil, criminal, or probate, or nonjudicial proceeding to foreclose the lien of a junior or senior mortgage or deed of trust) affecting or purporting to affect the Mortgaged Property, this Security Instrument, Lender's security for the performance of the Obligations and payment of the Indebtedness, or the rights or powers of Lender under the Loan Documents. Despite any other provision of this Security Instrument, Borrower agrees that Lender or Trustee may (but is not obligated to) commence, appear in, prosecute, defend, compromise, and settle, in Lender's or Borrower's name, and as attorney-in-fact for Borrower, and incur necessary costs and expenses, including Attorneys' Fees in so doing, any action or proceeding, whether a civil, criminal, or probate judicial matter, nonjudicial proceeding, arbitration, or other alternative dispute resolution procedure, reasonably necessary to preserve or protect, or affecting or purporting to affect, the Mortgaged Property, this Security Instrument, Lender's security for performance of the Obligations and payment of the Indebtedness, or the rights or powers of Lender or Trustee under the Loan Documents, and that if Lender and Trustee elect not to do so, Borrower shall commence, appear in, prosecute, and defend any such action or proceeding. Borrower shall pay all costs and expenses of Lender and Trustee, including costs of evidence of title and Attorneys' Fees, in any such action or proceeding in which Lender or Trustee may appear or for which legal counsel is sought, whether by virtue of being made a party defendant or otherwise, and whether or not the interest of Lender or Trustee in the Mortgaged Property is directly questioned in such action or proceeding, including, without limitation, any action for the condemnation or partition of all or any portion of the Mortgaged Property and any action brought by Lender to foreclose this Security Instrument or to enforce any of its terms or provisions.

12. Borrower's Failure to Comply With Security Instrument. If Borrower fails to make any payment or do any act required by this Security Instrument, or if there is any action or proceeding (including, without limitation, any judicial or nonjudicial proceeding to foreclose the lien of a junior or senior mortgage or deed of trust) affecting or purporting to affect the Mortgaged Property, this Security Instrument, Lender's security for the performance of the Obligations and payment of the Indebtedness, or the rights or powers of Lender or Trustee under the Loan Agreement, the Note or this Security Instrument, Lender or Trustee may (but is not obligated to) (a) make any such payment or do any such act in such manner and to such extent as either deems necessary to preserve or protect the Mortgaged Property, this Security Instrument, or Lender's security for the performance of Borrower's Obligations and payment of the Indebtedness, or the rights or powers of Lender or Trustee under the Loan Documents, Lender and

Trustee being authorized to enter on the Mortgaged Property for any such purpose; and (b) in exercising any such power, pay necessary expenses, retain attorneys, and pay Attorneys' Fees incurred in connection with such action, without notice to or demand on Borrower and without releasing Borrower from any Obligations or Indebtedness.

13. Sums Advanced to Bear Interest and to Be Secured by Security Instrument. At Lender's request, Borrower shall immediately pay any sums advanced or paid by Lender or Trustee under any provision of this Security Instrument or the other Loan Documents. Until so repaid, all such sums and all other sums payable to Lender and Trustee shall be added to, and become a part of, the Indebtedness secured by this Security Instrument and bear interest from the date of advancement or payment by Lender or Trustee at the Default Rate provided in the Note, regardless of whether an Event of Default has occurred, unless payment of interest at such rate would be contrary to Governmental Requirements. All sums advanced by Lender under this Security Instrument or the other Loan Documents, shall have the same priority to which the Security Instrument otherwise would be entitled as of the date this Security Instrument is executed and recorded, without regard to the fact that any such future advances may occur after this Security Instrument is executed, and shall conclusively be deemed to be mandatory advances required to preserve and protect this Security Instrument and Lender's security for the performance of the Obligations and payment of the Indebtedness, and shall be secured by this Security Instrument to the same extent and with the same priority as the principal and interest payable under the Note.

14. Inspection of Mortgaged Property. In addition to any rights Lender may have under the laws and regulations where the Mortgaged Property is located, Lender may make, or authorize other persons, including, but not limited to, appraisers and prospective purchasers at any foreclosure sale commenced by Lender, to enter on or inspect the Mortgaged Property at reasonable times and for reasonable durations. Borrower shall permit all such entries and inspections to be made as long as Lender has given Borrower written notice of such inspection at least 24 hours before the entry and inspection.

15. Uniform Commercial Code Security Agreement. This Security Instrument is intended to be and shall constitute a security agreement under the Uniform Commercial Code for any of the Personalty specified as part of the Mortgaged Property that, under Governmental Requirements, may be subject to a security interest under the Uniform Commercial Code, and Borrower grants to Lender a security interest in those items. Borrower authorizes Lender to file financing statements in all states, counties, and other jurisdictions as Lender may elect, without Borrower's signature if permitted by law. Borrower agrees that Lender may file this Security Instrument, or a copy of it, in the real estate records or other appropriate index or in the Office of the Secretary of State and such other states as the Lender may elect, as a financing statement for any of the items specified above as part of the Mortgaged Property. Any reproduction of this Security Instrument or executed duplicate original of this Security Instrument, or a copy certified by a County Recorder in the state where the Mortgaged Property is located, or of any other security agreement or financing statement, shall be sufficient as a financing statement. In addition, Borrower agrees to execute and deliver to Lender, at Lender's request, any UCC financing statements, as well as any extensions, renewals, and amendments, and copies of this Security Instrument in such form as Lender may require to perfect a security interest with respect to the Personalty. Borrower shall pay all costs of filing such financing statements and any extensions, renewals, amendments, and releases of such statements, and shall pay all reasonable costs and expenses of any record searches for financing statements that Lender may reasonably require. Without the prior written consent of Lender, Borrower shall not create or suffer to be created any other security interest in the items, including any replacements and additions.

On any Event of Default, Lender shall have the remedies of a secured party under the Uniform Commercial Code and, at Lender's option, may also invoke the remedies provided in the Non-Uniform Covenants section of this Security Instrument as to such items. In exercising any of these remedies, Lender may proceed against the items of Mortgaged Property and any items of Personalty separately or together and in any order whatsoever, without in any way affecting the availability of Lender's remedies under the Uniform Commercial Code or of the remedies provided in the Non-Uniform Covenants section of this Security Instrument.

16. Fixture Filing. This Security Instrument constitutes a financing statement filed as a fixture filing under the Uniform Commercial Code, as amended or recodified from time to time, covering any portion of the Mortgaged Property that now is or later may become a fixture attached to the Mortgaged Property or to any Improvement. The addresses of Borrower ("Debtor") and Lender ("Secured Party") are set forth on the first page of this Security Instrument.

17. Waiver of Statute of Limitations. Borrower waives the right to assert any statute of limitations as a defense to the Loan Documents and the Obligations secured by this Security Instrument, to the fullest extent permitted by Governmental Requirements.

18. Default. Any Event of Default, as defined in the Loan Agreement, shall constitute an "Event of Default" as that term is used in this Security Instrument (and the term "Default" shall mean any event which, with any required lapse of time or notice, may constitute an Event of Default, whether or not any such requirement for notice or lapse of time has been satisfied).

19. Acceleration on Transfer or Encumbrance.

19.1 Acceleration on Transfer or Encumbrance of Mortgaged Property. If Borrower sells, gives an option to purchase, exchanges, assigns, conveys, encumbers (including, but not limited to PACE/HERO loans, any loans where payments are collected through property tax assessments, and super-voluntary liens which are deemed to have priority over the lien of the Security Instrument) (other than with a Permitted Encumbrance), transfers possession, or alienates all or any portion of the Mortgaged Property, or any of Borrower's interest in the Mortgaged Property, or suffers its title to, or any interest in, the Mortgaged Property to be divested, whether voluntarily or involuntarily; or if there is a sale or transfer of any interests in Borrower; or if Borrower changes or permits to be changed the character or use of the Mortgaged Property, or drills or extracts or enters into any lease for the drilling or extracting of oil, gas, or other hydrocarbon substances or any mineral of any kind or character on the Mortgaged Property; or if title to such Mortgaged Property becomes subject to any lien or charge, voluntary or involuntary, contractual or statutory, without Lender's prior written consent, then Lender, at Lender's option, may, without prior notice, declare all sums secured by this Security Instrument, regardless of their stated due date(s), immediately due and payable and may exercise all rights and remedies in the Loan Documents. For purposes of this Section "interest in the Mortgaged Property" means any legal or beneficial interest in the Mortgaged Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract, or escrow agreement, the intent of which is the transfer of title by Borrower to a purchaser at a future date.

19.2 Replacement Personalty. Notwithstanding anything to the contrary herein, Borrower may from time to time replace Personalty constituting a part of the Mortgaged Property, as long as (a) the replacements for such Personalty are of equivalent value and quality; (b) Borrower has good and clear title to such replacement Personalty free and clear of any and all liens, encumbrances, security interests, ownership interests, claims of title (contingent or otherwise), or charges of any kind, or the rights of any conditional sellers, vendors, or any other third parties in or to such replacement Personalty have been expressly subordinated to the lien of the Security Instrument in a manner satisfactory to Lender and at no cost to Lender; and (c) at Lender's option, Borrower provides at no cost to Lender satisfactory evidence that the Security Instrument constitutes a valid and subsisting lien on and security interest in such replacement Personalty of the same priority as this Security Instrument has on the Mortgaged Property and is not subject to being subordinated or its priority affected under any Governmental Requirements.

19.3 Junior Liens. If Lender consents in writing, in Lender's sole and absolute discretion, the due-on-encumbrance prohibition shall not apply to a junior voluntary deed of trust or mortgage lien in favor of another lender encumbering the Mortgaged Property (the principal balance of any such junior encumbrance shall be added to the principal balance of the Indebtedness for purposes of determining compliance with the financial covenants of the Loan Agreement and the Note). Borrower shall reimburse Lender for all out-of-pocket costs and expenses incurred in connection with such encumbrance. Should Borrower fail to obtain Lender's express written consent to any junior voluntary lien, then Lender, at Lender's option, may, without prior notice and subject to Applicable Law, declare all sums secured by this

Security Instrument, regardless of any their stated due date(s), immediately due and payable and may exercise all rights and remedies in the Loan Documents.

20. Waiver of Marshaling. Despite the existence of interests in the Mortgaged Property other than that created by this Security Instrument, and despite any other provision of this Security Instrument, if Borrower defaults in paying the Indebtedness or in performing any Obligations, Lender shall have the right, in Lender's sole and absolute discretion, to establish the order in which the Mortgaged Property will be subjected to the remedies provided in this Security Instrument and to establish the order in which all or any part of the Indebtedness secured by this Security Instrument is satisfied from the proceeds realized on the exercise of the remedies provided in this Security Instrument. Borrower and any person who now has or later acquires any interest in the Mortgaged Property with actual or constructive notice of this Security Instrument waives any and all rights to require a marshaling of assets in connection with the exercise of any of the remedies provided in this Security Instrument or otherwise provided by Governmental Requirements.


21. Consents and Modifications; Borrower and Lien Not Released. Despite Borrower's default in the payment of any Indebtedness secured by this Security Instrument or in the performance of any Obligations under this Security Instrument or Borrower's breach of any obligation, covenant, or agreement in the Loan Documents, Lender, at Lender's option, without notice to or consent from Borrower, any guarantor of the Indebtedness and of Borrower's Obligations under the Loan Documents, or any holder or claimant of a lien or interest in the Mortgaged Property that is junior to the lien of this Security Instrument, and without incurring liability to Borrower or any other person by so doing, may from time to time (a) extend the time for payment of all or any portion of Borrower's Indebtedness under the Loan Documents; (b) accept a renewal note or notes, or release any person from liability, for all or any portion of such Indebtedness; (c) agree with Borrower to modify the terms and conditions of payment under the Loan Documents; (d) reduce the amount of the monthly installments due under the Note; (e) reconvey or release other or additional security for the repayment of Borrower's Indebtedness under the Loan Documents; (f) approve the preparation or filing of any map or plat with respect to the Mortgaged Property; (g) enter into any extension or subordination agreement affecting the Mortgaged Property or the lien of this Security Instrument; and (h) agree with Borrower to modify the term, the rate of interest, or the period of amortization of the Note or alter the amount of the monthly installments payable under the Note. No action taken by Lender under this Section shall be effective unless it is in writing, subscribed by Lender, and, except as expressly stated in such writing, no such action will impair or affect (i) Borrower's obligation to pay the Indebtedness secured by this Security Instrument and to observe all Obligations of Borrower contained in the Loan Documents; (ii) the guaranty of any Person of the payment of the Indebtedness secured by this Security Instrument; or (iii) the lien or priority of the lien of this Security Instrument. At Lender's request, Borrower shall promptly pay Lender a reasonable service charge, together with all insurance premiums and Attorneys' Fees as Lender may have advanced, for any action taken by Lender under this Section.

Whenever Lender's consent or approval is specified as a condition of any provision of this Security Instrument, such consent or approval shall not be effective unless such consent or approval is in writing, signed by two authorized officers of Lender.

22. Future Advances. On request by Borrower, Lender, at Lender's option, may make future advances to Borrower. All such future advances, with interest, shall be added to and become a part of the Indebtedness secured by this Security Instrument when evidenced by promissory notes reciting that such note(s) are secured by this Security Instrument.

23. Prepayment. If the Loan Documents provide for a fee or charge as consideration for the acceptance of prepayment of principal, Borrower agrees to pay said fee or charge if the Indebtedness or any part of it shall be paid, whether voluntarily or involuntarily, before the due date stated in the Note, even if Borrower has defaulted in payment or in the performance of any agreement under the Loan Documents and Lender has declared all sums secured by this Security Instrument immediately due and payable.

24. Governing Law; Consent to Jurisdiction and Venue. This Loan is made by Lender and accepted by Borrower in the State of Washington except that at all times the provisions for the creation, perfection, priority, enforcement and foreclosure of the liens and security interests created in the Mortgaged Property under the Loan Documents shall be governed by and construed according to the laws of the state in which the Mortgaged Property is situated. To the fullest extent permitted by the law of the state in which the Mortgaged Property is situated, the law of the State of Washington shall govern the validity and enforceability of all Loan Documents, and the debt or obligations arising hereunder (but the foregoing shall not be construed to limit Lender's rights with respect to such security interest created in the state in which the Mortgaged Property is situated). The parties agree that jurisdiction and venue for any dispute, claim or controversy arising, other than with respect to perfection and enforcement of Lender's rights against the Mortgaged Property, shall be King County, Washington, or the applicable federal district court that covers said County, and Borrower submits to personal jurisdiction in that forum for any and all purposes. Borrower waives any right Borrower may have to assert the doctrine of forum non conveniens or to object to such venue.

BORROWER'S INITIALS: 

25. Taxation of Security Instrument. In the event of the enactment of any law deducting from the value of the Mortgaged Property any mortgage lien on it, or imposing on Lender the payment of all or part of the taxes, charges, or assessments previously paid by Borrower under this Security Instrument, or changing the law relating to the taxation of mortgages, debts secured by mortgages, or Lender's interest in the Mortgaged Property so as to impose new incidents of tax on Lender, then Borrower shall pay such taxes or assessments or shall reimburse Lender for them; provided, however, that if in the opinion of Lender's counsel such payment cannot lawfully be made by Borrower, then Lender may, at Lender's option, declare all sums secured by this Security Instrument to be immediately due and payable without notice to Borrower. Lender may invoke any remedies permitted by this Security Instrument.

26. Mechanic's Liens. Borrower shall pay from time to time when due, all lawful claims and demands of mechanics, materialmen, laborers, and others that, if unpaid, might result in, or permit the creation of, a lien on the Mortgaged Property or any part of it, or on the Rents arising therefrom, and in general shall do or cause to be done everything necessary so that the lien and security interest of this Security Instrument shall be fully preserved, at Borrower's expense, without expense to Lender; provided, however, that if Governmental Requirements empower Borrower to discharge of record any mechanic's, laborer's, materialman's, or other lien against the Mortgaged Property by the posting of a bond or other security, Borrower shall not have to make such payment if Borrower posts such bond or other security on the earlier of (a) 10 days after the filing or recording of same or (b) within the time prescribed by law, so as not to place the Mortgaged Property in jeopardy of a lien or forfeiture.

27. Liability for Acts or Omissions. Lender shall not be liable or responsible for its acts or omissions under this Security Instrument, except for Lender's own gross negligence or willful misconduct, or be liable or responsible for any acts or omissions of any agent, attorney, or employee of Lender, if selected with reasonable care.

28. Notices. Except for any notice required by Governmental Requirements to be given in another manner, any notice required to be provided in this Security Instrument shall be given in accordance with the Loan Agreement.

29. Statement of Obligations. Except as otherwise provided by Governmental Requirements, at Lender's request, Borrower shall promptly pay to Lender such fee as may then be provided by law as the maximum charge for each statement of obligations, Lender's statement, Lender's demand, payoff statement, or other statement on the condition of, or balance owed, under the Note or secured by this Security Instrument.

30. Remedies Are Cumulative. Each remedy in this Security Instrument is separate and distinct and is cumulative to all other rights and remedies provided by this Security Instrument or by Governmental

Requirements, and each may be exercised concurrently, independently, or successively, in any order whatsoever.

31. Obligations of Borrower Joint and Several. If more than one Person is named as Borrower, each obligation of Borrower under this Security Instrument shall be the joint and several obligations of each such Person.

32. Delegation of Authority. Whenever this Security Instrument provides that Borrower authorizes and appoints Lender as Borrower's attorney-in-fact to perform any act for or on behalf of Borrower or in the name, place, and stead of Borrower, Borrower expressly understands and agrees that this authority shall be deemed a power coupled with an interest and such power shall be irrevocable.

33. Funds for Taxes, Insurance, and Impositions. If Borrower is in default under this Security Instrument or any of the Loan Documents, regardless of whether the default has been cured, then Lender may at any subsequent time, at its option to be exercised on 30 days written notice to Borrower, require Borrower to deposit with Lender or its designee, at the time of each payment of an installment of interest or principal under the Note, an additional amount sufficient to discharge the Impositions as they become due. The calculation of the amount payable and of the fractional part of it to be deposited with Lender shall be made by Lender in its sole and absolute discretion. These amounts shall be held by Lender or its designee not in trust and not as agent of Borrower and shall not bear interest, and shall be applied to the payment of any of the Impositions under the Loan Documents in such order or priority as Lender shall determine. If at any time within 30 days before the due date of these obligations the amounts then on deposit shall be insufficient to pay the obligations under the Note and this Security Instrument in full, Borrower shall deposit the amount of the deficiency with Lender within 10 days after Lender's demand. If the amounts deposited are in excess of the actual obligations for which they were deposited, Lender may refund any such excess, or, at its option, may hold the excess in a reserve account, not in trust and not bearing interest, and reduce proportionately the required monthly deposits for the ensuing year. Nothing in this Section shall be deemed to affect any right or remedy of Lender under any other provision of this Security Instrument or under any statute or rule of law to pay any such amount and to add the amount so paid to the Indebtedness secured by this Security Instrument. Lender shall have no obligation to pay insurance premiums or taxes except to the extent the fund established under this Section is sufficient to pay such premiums or taxes, to obtain insurance, or to notify Borrower of any matters relative to the insurance or taxes for which the fund is established under this Section. Notwithstanding the preceding, Borrower and Lender may agree to impounds of taxes and insurance which impounds shall be identified in the Note.

Lender or its designee shall hold all amounts so deposited as additional security for the sums secured by this Security Instrument. Lender may, in its sole and absolute discretion and without regard to the adequacy of its security under this Security Instrument, apply such amounts or any portion of it to any Indebtedness secured by this Security Instrument, and such application shall not be construed to cure or waive any default or notice of default under this Security Instrument.

If Lender requires deposits to be made under this Section, Borrower shall deliver to Lender all tax bills, bond and assessment statements, statements for insurance premiums, and statements for any other obligations referred to above as soon as Borrower receives such documents.

If Lender sells or assigns this Security Instrument, Lender shall have the right to transfer all amounts deposited under this Section to the purchaser or assignee. After such a transfer, Lender shall be relieved and have no further liability under this Security Instrument for the application of such deposits, and Borrower shall look solely to such purchaser or assignee for such application and for all responsibility relating to such deposits.

34. General Provisions.

34.1 Successors and Assigns. This Security Instrument is made and entered into for the sole protection and benefit of Lender and Borrower and their successors and assigns, and no other Person or Persons shall have any right of action under this Security Instrument. The terms of this Security Instrument shall inure to the benefit of the successors and assigns of the parties, provided, however, that the Borrower's interest under this Security Instrument cannot be assigned or otherwise transferred

without the prior consent of Lender. Lender in its sole discretion may transfer this Security Instrument, and may sell or assign participations or other interests in all or any part of this Security Instrument, all without notice to or the consent of Borrower.

34.2 Meaning of Certain Terms. As used in this Security Instrument and unless the context otherwise provides, the words "herein," "hereunder" and "hereof" mean and include this Security Instrument as a whole, rather than any particular provision of it.

34.3 Authorized Agents. In exercising any right or remedy, or taking any action provided in this Security Instrument, Lender may act through its employees, agents, or independent contractors, as Lender expressly authorizes.


34.4 Gender and Number. Wherever the context so requires in this Security Instrument, the masculine gender includes the feminine and neuter, the singular number includes the plural, and vice versa.

34.5 Captions. Captions and section headings used in this Security Instrument are for convenience of reference only, are not a part of this Security Instrument, and shall not be used in construing it.

35. Dispute Resolution: Waiver of Right to Jury Trial.

35.1 ARBITRATION. CONCURRENTLY HEREWITH, BORROWER AND ANY GUARANTOR SHALL EXECUTE THAT CERTAIN ARBITRATION AGREEMENT WHEREBY BORROWER, ANY GUARANTOR, AND LENDER AGREE TO ARBITRATE ANY DISPUTES TO RESOLVE ANY CLAIMS (AS DEFINED IN THE ARBITRATION AGREEMENT).

35.2 WAIVER OF RIGHT TO JURY TRIAL. CONCURRENTLY HEREWITH, BORROWER AND ANY GUARANTOR SHALL EXECUTE THAT CERTAIN ARBITRATION AGREEMENT AND WAIVER OF RIGHT TO JURY TRIAL WHEREBY BORROWER, ANY GUARANTOR, AND LENDER AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM (AS DEFINED IN THE ARBITRATION AGREEMENT) OR CAUSE OF ACTION BASED ON OR ARISING FROM THE LOAN.

BORROWER'S INITIALS: 

35.3 PROVISIONAL REMEDIES; FORECLOSURE AND INJUNCTIVE RELIEF.

Nothing in the Section above, shall be deemed to apply to or limit the right of Lender to: (a) exercise self-help remedies, (b) foreclose judicially or nonjudicially against any real or personal property collateral, or to exercise judicial or nonjudicial power of sale rights, (c) obtain from a court provisional or ancillary remedies (including, but not limited to, injunctive relief, a writ of possession, prejudgment attachment, a protective order or the appointment of a receiver), (d) pursue rights against Borrower or any other party in a third party proceeding in any action brought against Lender (including, but not limited to, actions in bankruptcy court). Lender may exercise the rights set forth in the foregoing clauses (a) through (d), inclusive, before, during, or after the pendency of any proceeding referred to in the Section above. Neither the exercise of self-help remedies nor the institution or maintenance of an action for foreclosure or provisional or ancillary remedies or the opposition to any such provisional remedies shall constitute a waiver of the right of any Borrower, Lender or any other party, including, but not limited to, the claimant in any such action, to require submission of the dispute, claim or controversy occasioning resort to such remedies to any proceeding referred to in the Section above.

36. Contractual Right to Appoint a Receiver Upon Default. Upon an Event of Default under this Security Instrument or a breach of any clause of any agreement signed in connection with the Loan to Borrower, Borrower agrees that Lender may appoint a receiver to control the Mortgaged Property within seven (7) days of any default. Borrower agrees to cooperate with the receiver and turn over all control to said receiver and otherwise cooperate with the receiver appointed by Lender.

37. Loan Agreement. This Security Instrument is subject to the provisions of the Loan Agreement. As specifically provided in the Loan Agreement, if Borrower defaults under this Security Instrument, Lender has the right and option to foreclose against any Collateral provided under the Loan Agreement.

38. Condominium and Planned Unit Developments. If any of the Mortgaged Property includes a unit or units in, together with an undivided interest in the common elements of, a condominium project (the "Condominium Project") or a Planned Unit Development ("PUD"), the following additional requirements shall be in place.

38.1 Additional Security. If the owners association or other entity which acts for the Condominium Project and/or PUD (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Mortgaged Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

38.2 Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's and/or PUD Constituent Documents. The "Constituent Documents" are the: (1) condominium declaration and/or any other document which creates the Condominium Project and or PUD; (2) any by-laws; (3) any code or regulations; (4) articles of incorporation, trust instrument or any equivalent document which create the Owners Association; and (5) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

38.3 Owners Association Policy Proceeds. If the Owners Association maintains a "master" or "blanket" policy on the Condominium Project or PUD and an event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Mortgaged Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Mortgage, whether or not then due, with any excess paid to Borrower.

38.4 Owners Association Liability Coverage. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

38.5 Consent of Lender. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Mortgaged Property or consent to:

38.5.1. the abandonment and/or termination of the Condominium Project or PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of taking by condemnation or eminent domain;

38.5.2. any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

38.5.3. termination of professional management and assumption of self-management of the Owners Association; or

38.5.4. any action which would have the effect of rendering the any insurance coverage maintained by the Owners Association unacceptable to Lender.

NON-UNIFORM COVENANTS.

Notwithstanding anything to the contrary elsewhere in this Security Instrument, Borrower and Lender further covenant and agree as follows:

39. Acceleration; Remedies. Upon the occurrence of any Event of Default and at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies: (a) Lender may declare all sums secured by this Security Instrument immediately due and payable, including, without limitation, any prepayment premium which Borrower would be required to pay under the terms of the Loan Documents; (b) The Trustee shall have the right to foreclose by notice and sale, or Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with Applicable Law; (c) If this Security Instrument is foreclosed by judicial procedure, and if permitted by Applicable Law, Lender shall be entitled to a judgment which will provide that if the foreclosure sale proceeds are insufficient to satisfy the judgment, execution may issue for the amount of the unpaid balance of the judgment; (d) Lender shall have the right to take possession of the Mortgaged Property and, with or without taking possession of the

Mortgaged Property, collect all Rents in accordance with this Security Instrument; (e) Lender shall have the right to have a receiver appointed to take possession of any or all of the Mortgaged Property, with the power to protect and preserve the Mortgaged Property, to operate the Mortgaged Property preceding foreclosure or sale, to collect all Rents and apply the proceeds, over and above cost of the receivership, against the sums due under this Security Instrument. The receiver may serve without bond if permitted by Applicable Law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Mortgaged Property exceeds the sums due under this Security Instrument by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver; (f) In the event Borrower remains in possession of the Mortgaged Property after the Mortgaged Property is sold as provided above or Lender otherwise becomes entitled to possession of the Mortgaged Property upon the occurrence of an Event of Default, Borrower shall become a tenant at will of Lender or the purchaser of the Mortgaged Property and shall pay a reasonable rental for use of the Mortgaged Property while in Borrower's possession; (g) Trustee and Lender shall have any other right or remedy provided in this Security Instrument, the Loan Agreement, or any other Loan Document, or available at law, in equity or otherwise, and specifically, but not limited to, any and all rights and remedies granted under Washington law.

40. Assignment of Rents. This assignment of Rents is to be effective to create a present security interest in existing and future Rents of the Mortgaged Property under the Revised Code of Washington.

41. Trustee. The Trustee shall be deemed to have accepted the terms of this trust when this Security Instrument, duly executed and acknowledged, is made a public record as provided by law. The Trustee shall not be obligated to notify any party to this Security Instrument of any pending sale under any other deed of trust or of any action or proceeding in which Borrower, Lender, or Trustee is a party, unless such sale relates to or reasonably might affect the Mortgaged Property, this Security Instrument, Lender's security for the payment of the Indebtedness and the performance of the Obligations, or the rights or powers of Lender or Trustee under the Loan Documents, or unless such action or proceeding has been instituted by Trustee against the Mortgaged Property, Borrower, or Lender.

42. Power of Trustee to Reconvey or Consent. At any time, without liability and without notice to Borrower, on Lender's written request and presentation of the Note and this Security Instrument to Trustee for endorsement, and without altering or affecting (a) the personal liability of Borrower or any other person for the payment of the Indebtedness secured by this Security Instrument, or (b) the lien of this Security Instrument on the remainder of the Mortgaged Property as security for the repayment of the full amount of the Indebtedness then or later secured by this Security Instrument, (c) or any right or power of Lender or Trustee with respect to the remainder of the Mortgaged Property, Trustee may (i) reconvey or release any part of the Mortgaged Property from the lien of this Security Instrument; (ii) approve the preparation or filing of any map or plat of the Mortgaged Property; (iii) join in the granting of any easement burdening the Mortgaged Property; or (iv) enter into any extension or subordination agreement affecting the Mortgaged Property or the lien of this Security Instrument.

43. Duty to Reconvey. On Lender's written request reciting that all sums secured hereby have been paid, surrender of the Note and this Security Instrument to Trustee for cancellation and retention by Trustee, and payment by Borrower of any reconveyance fees customarily charged by Trustee, Trustee shall reconvey, without warranty, the Mortgaged Property then held by Trustee under this Security Instrument. The recitals in such reconveyance of any matters of fact shall be conclusive proof of their truthfulness. The grantee in such reconveyance may be described as "the person or persons legally entitled to the Mortgaged Property." Such request and reconveyance shall operate as a reassignment of the Rents assigned to Lender in this Security Instrument.

44. Substitution of Trustee. Lender, at Lender's option, may from time to time, by written instrument, substitute a successor or successors to any Trustee named in or acting under this Security Instrument, which instrument, when executed and acknowledged by Lender and recorded in the office of the Recorder of the county or counties in which the Mortgaged Property is located, shall constitute conclusive proof of the proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the predecessor Trustee, succeed to all right, title, estate, powers, and duties of such predecessor Trustee,

including, without limitation, the power to reconvey the Mortgaged Property. To be effective, the instrument must contain the names of the original Borrower, Trustee, and Lender under this Security Instrument, the book and page or instrument or document number at which, and the county or counties in which, this Security Instrument is recorded, and the name and address of the substitute Trustee. If any notice of default has been recorded under this Security Instrument, this power of substitution cannot be exercised until all costs, fees, and expenses of the then acting Trustee have been paid. On such payment, the then acting Trustee shall endorse receipt of the payment on the instrument of substitution. The procedure provided in this Section for substitution of Trustees is not exclusive of other provisions for substitution provided by Governmental Requirements.

45. **Waiver of Right of Offset.** No portion of the Indebtedness secured by this Security Instrument shall be or be deemed to be offset or compensated by all or any part of any claim, cause of action, counterclaim, or cross-claim, whether liquidated or unliquidated, that Borrower may have or claim to have against Lender.

46. **REQUEST FOR NOTICE OF DEFAULT AND NOTICE OF SALE.** Lender hereby requests that Lender be provided with copies of any Notice of Default or Notice of Sale concerning the Property.

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

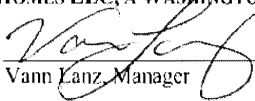
48. **Use of Property.** The Mortgaged Property is not used principally for agricultural purposes.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, Borrower has executed and delivered this Security Instrument as of the date first written above.

BORROWER:

BV HOMES LLC, A WASHINGTON LIMITED LIABILITY COMPANY

By:  _____
Vann Lanz, Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Washington)

County of King)

This record was acknowledged before me on 7-31-2025 (date) by Vann Lantz
(name(s) of individuals).

[Signature] (Signature of Notary Public)

(Stamp)

Notary Public (Title of office)
My commission expires: 5-5-2029 (date)

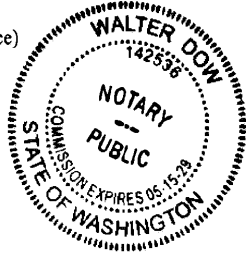


EXHIBIT "A"
LEGAL PROPERTY DESCRIPTION

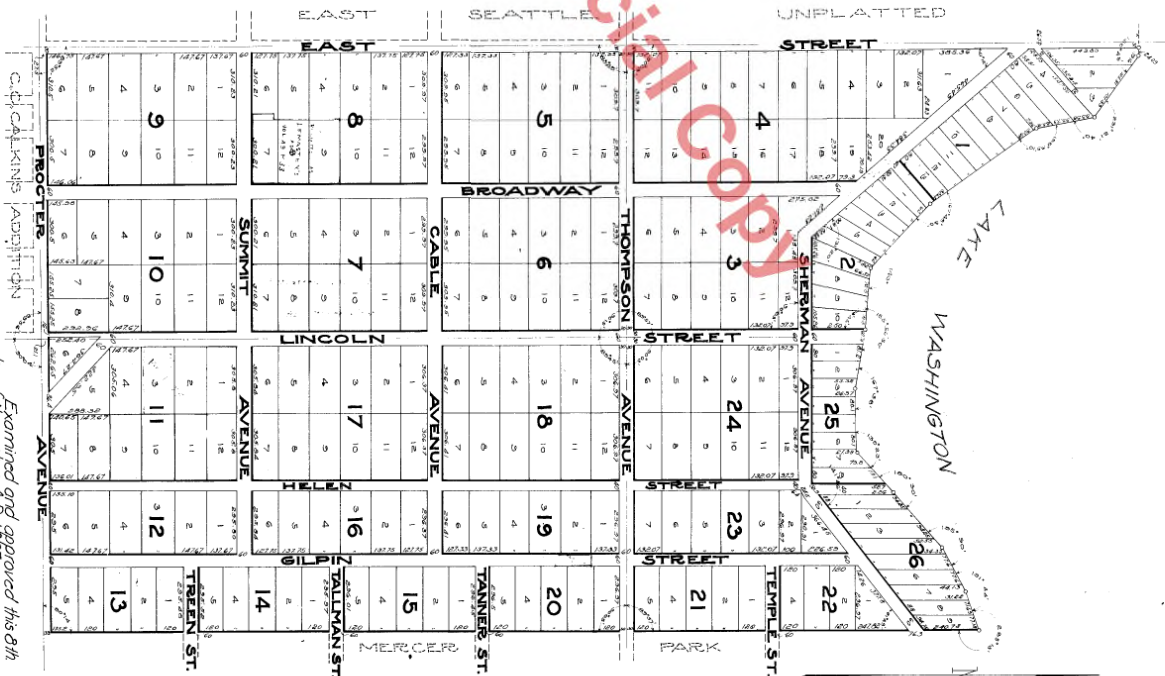
LOT 3, CITY OF MERCER ISLAND LOT LINE REVISION SUB23-006, RECORDED UNDER RECORDING NUMBER
20241203900001, RECORDS OF KING COUNTY.

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

ISLAND ADDITION

SCALE: 1/4" = 300 FEET

HILL BROS.
DRAWERS



DESCRIPTION

This plat embraces all of Lots 2, 3 and 4, 5 and 6, and the East 1/2 of the N.W. 1/4 and the West 1/2 of the N.E. 1/4 of Sec. 12, T. 24 North, E. 4 East W.M. All streets are sixty feet (60') wide, excepting Helen Street and two streets running in a northerly direction from Sherman Avenue to the lake shore, which streets are forty feet (40') wide. Block and street dimensions are as shown on plat.

DEDICATION

Know all men by these presents, that we, Oliver C. McGilver and Charles L. Perry, executors and trustees of the estate of John J. McGilver deceased, the owners of the property described in the foregoing plat of Mc Gilver's Island Addition, have granted the same to be surveyed laid out and platted as herein shown, and that we do hereby declare the said plat and dedicate the streets thereon shown to the use of the public.

Witness our hands and seals this 23th day of October A.D. 1907.

Oliver C. McGilver
Charles L. Perry

As executors and trustees of the estate of John J. McGilver, deceased.

H. Adalbert Owen
Irene Montgomery

ACKNOWLEDGMENT

State of Washington), s-s. I, H. Adalbert Owen, a Notary Public in and for the State of Washington duly commissioned, sworn and qualified, do hereby certify that on this 23th day of October, 1907, personally appeared before me Oliver C. McGilver and Charles L. Perry, to me known to be the individuals described in and who executed the within plat, as the executors and trustees of the estate of John J. McGilver, deceased, and acknowledged to me that they signed the same as their free and voluntary act and deed as executors and trustees for the estate of John J. McGilver, deceased, for the uses and purposes therein set forth, and that they used and put their hands and official seal this 23th day of October, 1907.

H. Adalbert Owen
Notary Public in and for the State of Washington, residing at Seattle.

Examined and approved this ninth day of November A.D. 1907.

Don R. Abraham
Chairman County Commissioners.
Attest: J. F. Agnew
Clerk of Board
By: E. J. Husing
Deputy.

520803

Filed for record at the request of Oliver C. McGilver and Charles L. Perry, executors and trustees of the estate of John J. McGilver, deceased, Vol. 16, 29 on the premises hereof, and recorded in volume 16 page 58, record book King County.

By: J. F. Agnew
Deputy, County Auditor

Examined and approved this 8th day of November A.D. 1907.
By: Geo. W. Evans
Asst. Eng.
County Engineer

Record Date: 12/3/2024 9:39 AM

King County, WA

After recording, mail to:
Vann Lanz
8015 SE 60th St
Mercer Island, WA 98040

DISCLOSURE AND NOTICE

Address: 2424, 2430 and 2436 74th Ave SE, Mercer Island, WA 98040

For Permit Number: CAO23-027

Tax Parcel Number: 5315100460, 5315100458, 5315100455

Legal Description 5315100455:

PARCEL B OF CITY OF MERCER ISLAND LOT LINE REVISION NO. SUB14-011, RECORDED UNDER RECORDING NUMBER 20150528900006, IN KING COUNTY WASHINGTON;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

Legal Description 5315100458:

MC GILVRAS ISLAND ADD S 72.72 FT OF N 87.67 FT OF W 110 FT Plat Block: 6 Plat Lot: 3

Legal Description 5315100460:

MC GILVRAS ISLAND ADD W 110 FT OF FLG S 62.33 FT OF LOT 2 & N 14.95 FT OF LOT 3 Plat Block: 6 Plat Lot: 2-3

Notice:

This property contains critical areas and/or critical area buffers including potential slide, erosion, seismic, and wind speed up values. Limitations may exist on action in or affecting the critical areas or their buffer area present on this property. For more information regarding limitations, please contact the permitting department of the city of Mercer Island. This notice shall run with the land in perpetuity.

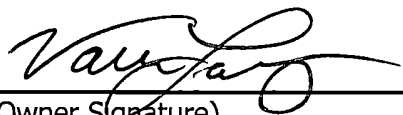
GRANTOR:

BV HOMES LLC, LAPOS VENTURES LLC, + BLAIR HANSON

GRANTEE:

CITY OF MERCER ISLAND

I Vann Lanz, Managing Member of BV Homes LLC Hereby certify that BV Homes, LLC is the owner of the 2436 74th Ave SE, Mercer Island, WA 98040.



(Owner Signature)

Subscribed and sworn to before me this 3rd day of Dec, 2024

Notary Public in and for the State of Washington,

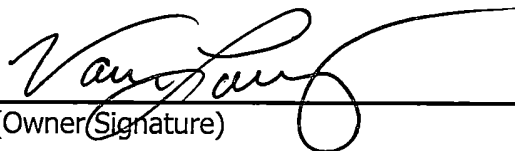
Residing at Seattle, WA



(Notary's Signature)

My appointment expires 3-18-28

I Vann Lanz, Managing Member of Lapos Ventures LLC Hereby certify that Lapos Ventures, LLC is the owner of the 2430 74th Ave SE, Mercer Island, WA 98040.

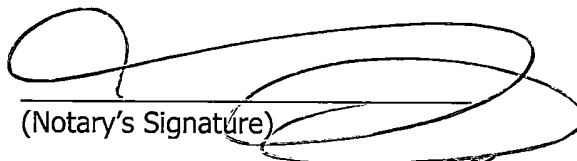


(Owner Signature)

Subscribed and sworn to before me this 3rd day of Dec, 2024

Notary Public in and for the State of Washington,

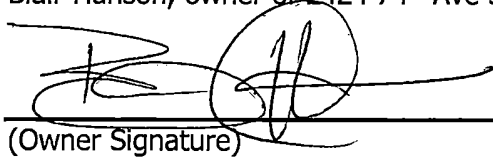
Residing at Seattle, WA



(Notary's Signature)

My appointment expires 3-18-28

Blair Hanson, owner of 2424 74th Ave SE, Mercer Island, WA 98040.

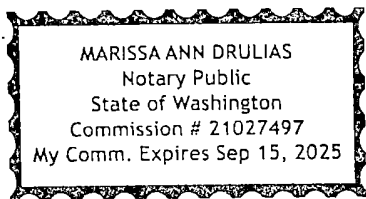


(Owner Signature)

Subscribed and sworn to before me this 29th day of November, 2024

Notary Public in and for the State of Washington,

Residing at Merger Island, WA


(Notary's Signature)

My appointment expires 09/15/2025

7712060812

Dec 6 2 33 PM '77

NOTICE OF ADDITIONAL
TAP OR CONNECTION CHARGES

RECORDED KC RECORDS

DE 6-6-77 100876 7712060812 -- A #

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

- a.) the amount required by the provisions of a contract pursuant to RCW 35.91.020 under which the water or sewer facilities so tapped into or used were constructed; or
- b.) any connection charges which are in fact reimbursement for the cost of facilities constructed by the sale of revenue bonds; or
- c.) the additional connection charge authorized in RCW 35.92.025.

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

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

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

7712060812

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

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

Dated this 5th day of December, 1977.

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

STATE OF WASHINGTON)
))
COUNTY OF KING)

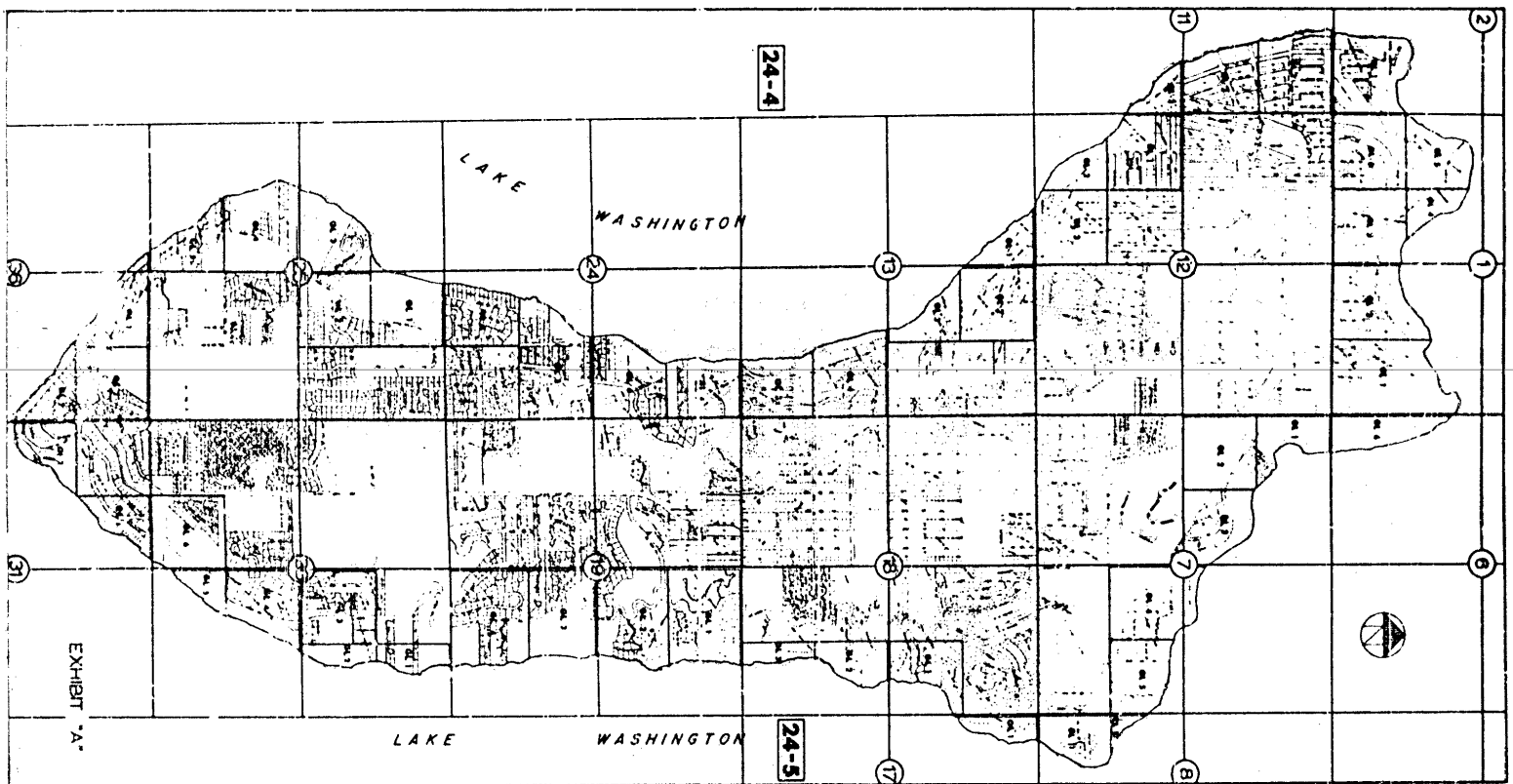
On this 5th day of December, 1977, before, me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Miles L. Fuller to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he signed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

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



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

7712060812



After Recording Return to:
BV Homes, LLC
8015 SE 60th St
Mercer Island, WA 98040

Document Title:	Quit Claim Deed
Grantors:	BV Homes LLC
Grantees:	Blair D. Hanson
Legal Description:	Lot 1 and Lot 3 of the City of Mercer Island Lot Line Revision SUB23-006 recorded on 12/3/2024 under Recording No. 20241203900001
Reference No.:	20241203900001
Tax Parcel Nos.:	531510-0455, 531510-0456

QUIT CLAIM DEED

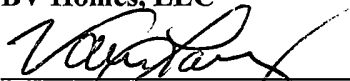
THE GRANTOR, BV Homes, LLC, conveys and quitclaims to the Blair D. Hanson, all of its right, title and interest, in the following described real estate, situated in the County of King, State of Washington, together with any interest therein hereafter acquired:

See, Exhibit A.

This conveyance is made to effectuate and conform title to the City of Mercer Island Lot Line Revision No. SUB23-006 recorded on December 3, 2024 under Recording No. 20241203900001.

DATE: 01/16/2026

BV Homes, LLC

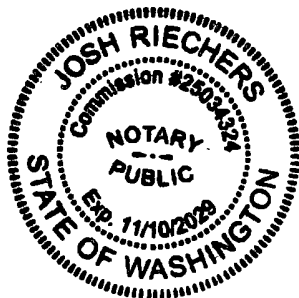



Vann Lantz, Managing Member

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Vann Lanz is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the managing member of BV Homes, LLC, a Washington limited liability company, to be its free and voluntary act for the uses and purposes mentioned in the instrument.

Date: 1-16-2026





Printed name: Josh Riechers
NOTARY PUBLIC in and for the State of Washington
Residing at King County, Washington
My Commission Expires: 11/10/2029

EXHIBIT A
FROM 531510-0455 (PARCEL A) TO 531510-0460 (PARCEL C)

D.R. STRONG
CONSULTING ENGINEERS
KIRKLAND WA 98033

DRS Project No. 23001
03/26/2025

LEGAL DESCRIPTIONS:

PARCEL NO. 531510-0455
(PARCEL A)

PARCEL B OF CITY OF MERCER ISLAND LOT LINE REVISION NO. SUB14-011, RECORDED UNDER RECORDING NUMBER 20150528900006, IN KING COUNTY WASHINGTON; SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

PARCEL NO. 531510-0460
(PARCEL C)

THAT PORTION OF LOTS 2 AND 3, BLOCK 6, MCGILVRA'S ISLAND ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 16 OF PLATS, PAGE 58, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
THE WEST 110 FEET OF THE SOUTH 62.33 FEET OF LOT 2, AND THE WEST 110 FEET OF THE NORTH 14.95 FEET OF LOT 3, OF SAID MCGILVRA'S ISLAND ADDITION.
SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

CONVEYANCE LEGAL DESCRIPTIONS:
FROM 531510-0455 (PARCEL A) TO 531510-0460 (PARCEL C):

THAT PORTION OF **PARCEL A** DESCRIBED AS FOLLOWS:

THE EAST 7.10 FEET OF THE NORTHERLY MOST 96.74 FEET OF **PARCEL A**;
TOGETHER WITH:
THE NORTH 7.10 FEET OF THE EASTERLY MOST 40.00 FEET OF SAID **PARCEL A**;
TOGETHER WITH:
THE EAST 7.10 FEET OF THE SOUTH 227.52 FEET OF SAID **PARCEL A**.

Containing Approximately 2,586 Square Feet, (0.0594 Acres).

After Recording Return to:
BV Homes, LLC
8015 SE 60th St
Mercer Island, WA 98040

Document Title:	Quit Claim Deed
Grantors:	Lapos Ventures LLC
Grantees:	BV Homes LLC
Legal Description:	Lot 2 and Lot 3 of the City of Mercer Island Lot Line Revision SUB23-006 recorded on 12/3/2024 under Recording No. 20241203900001
Reference No.:	20241203900001
Tax Parcel Nos.:	531510-0458, 531510-0455

QUIT CLAIM DEED


THE GRANTOR, Lapos Ventures, LLC, conveys and quitclaims to BV Homes, LLC, all of its right, title and interest, in the following described real estate, situated in the County of King, State of Washington, together with any interest therein hereafter acquired:

See, Exhibit A.

This conveyance is made to effectuate and conform title to the City of Mercer Island Lot Line Revision No. SUB23-006 recorded on December 3, 2024 under Recording No. 20241203900001.

DATE: 01/16/2026

Lapos Ventures LLC




Vann Lanz, Managing Member

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Vann Lanz is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the managing member of Lapos Ventures, LLC, a Washington limited liability company, to be its free and voluntary act for the uses and purposes mentioned in the instrument.

Date: 1-16-26


Printed name: Josh Riechers
NOTARY PUBLIC in and for the State of Washington
Residing at King County, Washington
My Commission Expires: 11-10-29

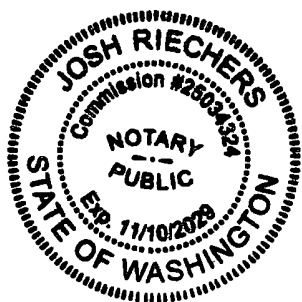


EXHIBIT A
FROM 531510-0458 (PARCEL B) TO 531510-0455 (PARCEL A)

D.R. STRONG
CONSULTING ENGINEERS
KIRKLAND WA 98033

DRS Project No. 23001
03/26/2025

LEGAL DESCRIPTIONS:

PARCEL NO. 531510-0455
(PARCEL A)

PARCEL B OF CITY OF MERCER ISLAND LOT LINE REVISION NO. SUB14-011, RECORDED UNDER RECORDING NUMBER 20150528900006, IN KING COUNTY WASHINGTON; SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

PARCEL NO. 531510-0458
(PARCEL B)

THE SOUTH 72.72 FEET OF THE NORTH 87.67 FEET OF THE WEST 110 FEET OF LOT 3, BLOCK 6, MCGILVRA'S ISLAND ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 16 OF PLATS, PAGE 58, IN KING COUNTY, WASHINGTON; SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

CONVEYANCE LEGAL DESCRIPTIONS:
FROM 531510-0458 (PARCEL B) TO 531510-0455 (PARCEL A)

THAT PORTION OF **PARCEL B** DESCRIBED AS FOLLOWS:

THE SOUTH 0.92 FEET OF **PARCEL B**;
EXCEPT THE EAST 12.93 FEET OF SAID **PARCEL B**.

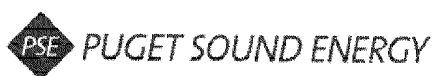
Containing Approximately 89 Square Feet, (0.0020 Acres).

Record Date:9/8/2023 11:52 AM

Electronically Recorded King County, WA EXCISE TAX NOT REQUIRED BY YASMIN ANTONIO, DEPUTY

RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: ROW Department
PO Box 97034 / EST-06W
Bellevue, WA 98009-9734
Attn: Chris Anderson



EASEMENT

REFERENCE #:

GRANTOR (Owner): **BV HOMES LLC, a Washington limited liability company and LAPOS VENTURES LLC, a Washington limited liability company**
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **PORTION OF NW ¼ SEC. 12, TWP. 24N, RGE. 04E; W.M.**
ASSESSOR'S PROPERTY TAX PARCEL: **531510-0458, 531510-0455**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **BV HOMES, LLC, a Washington limited liability company** ("Owner"), hereby grants and conveys to **PUGET SOUND ENERGY, INC.**, a Washington corporation ("PSE"), for the purposes hereafter set forth, a nonexclusive perpetual easement over, under, along, across and through the following described real property (the "Property" herein) in King County, Washington:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Except as may be otherwise set forth herein PSE's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:

AN EASEMENT AREA TEN (10) FEET IN WIDTH HAVING FIVE (5) FEET OF SUCH WIDTH ON EACH SIDE OF THE CENTERLINE OF PSE'S FACILITIES AS NOW CONSTRUCTED OR TO BE CONSTRUCTED, EXTENDED OR RELOCATED LYING WITHIN THE ABOVE DESCRIBED PROPERTY.

1. **Purpose.** PSE shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, upgrade and extend one or more utility systems for purposes of transmission, distribution and sale of electricity. Such systems may include, but are not limited to:

a. **Overhead facilities.** Poles and other support structures with crossarms, braces, guys and anchors; electric transmission and distribution lines; fiber optic cable and other lines, cables and facilities for communications; transformers, street lights, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

b. **Underground facilities.** Conduits, lines, cables, vaults, switches and transformers for electricity; fiber optic cable and other lines, cables and facilities for communications; semi-buried or ground-mounted facilities and pads, manholes, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

Following the initial construction of all or a portion of its systems, PSE may, from time to time, construct such additional facilities as it may require for such systems. PSE shall have the right of access to the Easement Area over and across the Property to enable PSE to exercise its rights granted in this easement.

2. Access. PSE shall have a reasonable right of access to the Easement Area over and across the Property to enable PSE to exercise its rights granted in this easement.

3. Easement Area Clearing and Maintenance. PSE shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. PSE shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

4. Trees Outside Easement Area. PSE shall have the right to cut, trim remove and dispose of any trees located on the Property outside the Easement Area that could, in PSE's reasonable judgment cause damage to PSE's systems and/or present a hazard to the general public health, safety or welfare as defined in RCW 64.12.035. PSE shall, except in the event of an emergency, prior to the exercise of such right, identify such trees and make a reasonable effort to give Owner prior notice that such trees will be cut, trimmed, removed or disposed. Owner shall be entitled to compensation for the actual market value of merchantable timber (if any) cut and removed from the Property by PSE.

5. Restoration. Following the initial installation, repair or extension of its facilities, PSE shall, to the extent reasonably practicable, restore landscaping and surfaces and portions of the Property affected by PSE's work to the condition existing immediately prior to such work. PSE shall use good faith efforts to perform its restoration obligations under this paragraph as soon as reasonably possible after the completion of PSE's work.

6. Owner's Use of Easement Area. Owner reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Owner shall not perform the following activities without PSE's prior written consent: (1) excavate within or otherwise change the grade of the Easement Area; (2) construct or maintain any buildings, structures or other objects on the Easement Area; and/or (3) conduct any blasting within 300 feet of PSE's facilities.

7. Indemnity. PSE agrees to indemnify Owner from and against liability incurred by Owner as a result of PSE's negligence, or the negligence of PSE's employees, agents or contractors in the exercise of the rights herein granted to PSE, but nothing herein shall require PSE to indemnify Owner for that portion of any such liability attributable to the negligence of Owner, its employees, agents or contractors or the negligence of third parties.

8. Attorneys' Fees. The prevailing party in any lawsuit brought to enforce or interpret the terms of this Easement shall be entitled to recover its reasonable attorneys' fees and costs incurred in said suit, including on appeal.

9. Successors and Assigns. This Easement is binding upon and will inure to the benefit of the successors and permitted assigns of the parties. PSE may not assign or otherwise transfer any of its rights, obligations or interest under this Easement without the prior written consent of Owner, which consent may not be unreasonably withheld. Notwithstanding the foregoing, PSE may assign this Easement to an affiliate or in connection with a merger, acquisition, corporate reorganization, sale of assets or other change in control.

10. Complete Agreement; Amendment; Counterparts. This Easement contains the entire agreement of the parties with respect to this subject matter and supersedes all prior writings or discussions relating to the Easement. This Easement may not be amended except by a written document executed by the authorized representatives of Owner and PSE. This Easement may be executed in counterparts, each of which shall be treated as an original for all purposes and all executed counterparts shall constitute one agreement.

11. Warranty and Representation of Authority. The parties each represent to the other that the person or persons executing this Easement have authority to do so and to bind the parties hereunder. All consents, permissions and approvals related to this Easement, and the obligations hereunder, have been obtained. Owner further warrants to PSE that it has the necessary right, title and interests in the Property to grant the easement rights set forth herein.

12. Severability. Invalidation of any of the provisions contained in this Easement, or of the application thereof

to any person, by judgment or court order, shall in no way affect any of the other provisions thereof or the application thereof to any other person and the same shall remain in full force and effect. If a provision is found to be unenforceable or invalid, that provision shall be modified or partially enforced to the maximum extent permitted by law to effectuate the purpose of this agreement.

13. Non-Waiver. The failure of any party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder or at law or equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

DATED this 6TH day of September, 2023.

OWNER: LAPOS VENTURES LLC, a Washington limited liability company

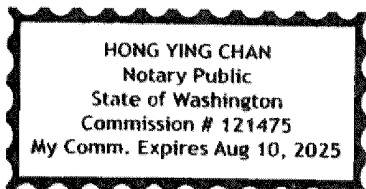
By: [Signature]
(name) Vann Lanz

Its: Managing Member
(title)

STATE OF WASHINGTON)
COUNTY OF King) SS

On this 6th day of September, 2023, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Vann Lanz, to me known to be the person(s) who signed as Managing Member, of LAPOS VENTURES LLC, a Washington limited liability company, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned; and on oath stated that he/she was authorized to execute the said instrument on behalf of said limited liability company.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



[Signature]
(Signature of Notary)

Hong Ying Chan
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Mercer Island

My Appointment Expires: Aug 10, 2025

Notary seal, text and all notations must be inside 1" margins

DATED this 6TH day of September, 2023.

OWNER: **BV HOMES, LLC**, a Washington limited liability company

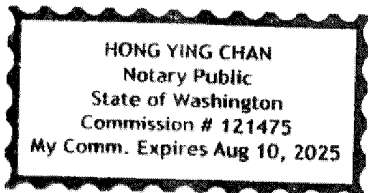
By: [Signature]
(name) Vann Lantz

Its: Managing Member
(title)

STATE OF WASHINGTON)
COUNTY OF King) SS

On this 6th day of September, 2023, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Vann Lantz as managing member of **BV HOMES, LLC**, a Washington limited liability company, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned; and on oath stated that he/she was authorized to execute the said instrument on behalf of said limited liability company.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



[Signature]
(Signature of Notary)

Hong Ying Chan
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Hereer Island

My Appointment Expires: AUG 10, 2025

Notary seal, text and all notations must be inside 1" margins

EXHIBIT "A"
LEGAL DESCRIPTION
APN: 531510-0458, 531510-0455

PARCEL A:

**PARCEL B OF CITY OF MERCER ISLAND LOT LINE REVISION NO. SUB 14-011, RECORDED UNDER
RECORDING NUMBER 20150528900006, IN KING COUNTY, WASHINGTON,**

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

PARCEL B:

**THE SOUTH 72.72 FEET OF THE NORTH 87.67 FEET OF THE WEST 110 FEET OF LOT 3, BLOCK 6,
MCGILVRA'S ISLAND ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 16 OF
PLATS, PAGE 58, IN KING COUNTY, WASHINGTON;**

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

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

Tax Parcel Number(s): 531510-0458-04, 531510-0455-07

WHEN RECORDED, RETURN TO:

Pacifica Law Group LLP
 1191 Second Avenue, Suite 2000
 Seattle, Washington 98101
 Attn: John De Lanoy

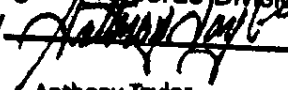


20170530001263

PACIFICA LAW GROUP
 PAGE-001 OF 010
 05/30/2017 15:15
 KING COUNTY, WA 82.00

SEWER EASEMENT

Grantor:	ASC Mercer Island LLC, a Washington limited liability company
Grantee:	Hynes Properties L.L.C., a Washington limited liability company
Abbreviated Legal:	Grantor Property: Parcel A, City of Mercer Island Lot Line Revision No. SUB 14-011, recorded under recording number 20150528900006 Grantee Property: Ptn of Lots 3, 4, 5 and Lots 9 and 10, Block 6, McGilvra's Island Addition
Assessor's Tax Parcel Numbers:	Grantor Property: 5315100457 Grantee Property: 5315100458; : 5315100455
Reference Nos. of Documents Released or Assigned:	N/A

EXCISE TAX NOT REQUIRED
 King Co. Records Division
 By , Deputy
 Anthony Taylor

SEWER EASEMENT

THIS SEWER AGREEMENT (this “**Agreement**”) is made this 14th day of April, 2017 (“**Effective Date**”) by and between ASC Mercer Island LLC, a Washington limited liability company (“**Grantor**”), and Hynes Properties L.L.C., a Washington limited liability company (“**Grantee**”). Grantor and Grantee may each be referred to in this Agreement collectively as the “**Parties.**”

RECITALS:

- A.** Grantor is the owner of the real property located in King County, Washington and legally described on the attached **Exhibit A** (the “**Grantor Property**”).
- B.** Grantee is the owner of the real property located in King County, Washington adjacent to the Grantor Property and legally described on the attached **Exhibit B** (the “**Grantee Property**”).
- C.** Grantor desires to grant to Grantee a sewer easement as more particularly set forth herein.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. Grant of Easement.** Grantor hereby grants to Grantee and its successors and assigns, a perpetual, non-exclusive easement (“**Sewer Easement**”) over, on, under and across that portion of Grantor’s Property legally described in attached **Exhibit C** and graphically depicted in attached **Exhibit D** (the “**Sewer Easement Area**”) for the installation, use, maintenance, repair, replacement and reconstruction of an underground sanitary sewer (“**Sewer Line**”) to serve future improvements on Grantee’s Property, together with the right of access on and across Grantor’s Property to the extent reasonably necessary for such maintenance, repair and replacement of the sewer facilities that Grantor fails to perform in accordance with this Agreement.
- 2. Construction, Maintenance and Repair of the Sewer.** Grantor will bear all costs and be solely responsible for the installation, construction, maintenance, repair and replacement of that portion of the Sewer Line and appurtenances located on Grantor’s property and Grantor will bear all costs and be solely responsible for providing a connection point suitable for future improvements on Grantee’s Property, in Grantee’s commercially reasonable discretion and in a professional and workmanlike manner, to the sewer line on Grantor’s property. The connection point and Sewer Line shall provide capacity sufficient to serve up to three single family homes on Grantee’s Property and Grantor will indemnify and hold Grantee harmless from all such costs, including attorneys’ fees, associated therewith.
- 3. Indemnity.** Grantor agrees to indemnify, defend and hold Grantee harmless from any and all liability or damage, including attorneys fees and costs, incurred or arising directly or indirectly from Grantor’s use of and/or failure to maintain the Sewer Line.
- 4. Reservation of Other Rights, Non-Interference.** Grantor and Grantee expressly reserve all rights not inconsistent with those granted to one another. Each party shall reasonably cooperate with the other in the performance of their obligations stated herein and to affect the purposes of this Agreement.

5. Miscellaneous.

- a. **Binding Effect.** The benefits and burdens of this Agreement are appurtenant to and shall run with the Grantee Property and Grantor Property, as applicable, shall be binding upon the successors and assigns of Grantee and Grantor, as the current fee or leasehold owners thereof, for the term hereof, and shall not be extinguished by nonuse or abandonment, or transfer of any interest in the properties affected.
- b. **Attorneys' Fees.** If any suit or other proceeding is instituted by either Party arising out of or pertaining to this Agreement, including, but not limited to, filing suit or requesting an arbitration (collectively "**Proceedings**"), and appeals and collateral actions relative to such Proceeding, the prevailing party shall be entitled to recover its reasonable attorneys' fees and all costs and expenses incurred relative to Proceedings from the nonprevailing party, in addition to such other available relief available to the nonprevailing party.
- c. **Severability.** If any provision of this Agreement becomes illegal, null, or void for any reason, or is held by any court of competent jurisdiction to be so, the remaining provisions will remain in full force and effect.
- d. **Enforcement.** In the event of a breach of any of the covenants or agreements set forth in this Agreement, the parties shall be entitled to any and all remedies available at law or in equity, including, but not limited to, the equitable remedies of specific performance or mandatory or prohibitory injunction issued by an arbitrator or by a court of appropriate jurisdiction.
- e. **Amendments.** Any addition, variation, or modification to this Agreement shall be in writing and signed by the parties hereto or their successors in interest.
- f. **Applicable Law.** This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the state of Washington.
- g. **Counterparts.** This instrument may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned acknowledge that they have read this Agreement, understand it, agree to be bound by its terms and conditions, and have cause this Agreement to be executed as of the Effective Date.

GRANTOR:

ASC Mercer Island LLC
a Washington limited liability company

By: Aegis Senior Communities LLC
Its: Manager

By: _____
Its: Authorized Signatory

GRANTEE:

Hynes Properties L.L.C.

By: Mary Jane Hynes
Its: managing partner

STATE OF WASHINGTON } ss.

COUNTY OF KING

On this day personally appeared before me Mary Hynes, to me known to be the Grantor of Hynes Properties L.L.C. that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such limited liability company, for the uses and purposes therein mentioned, and on oath stated that [he/she] was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 14th day of April, 2017.

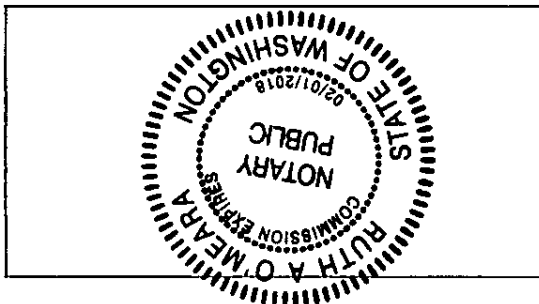


Claire Cantu
 Printed Name
Claire E. Cantu
 NOTARY PUBLIC in and for the State of
 Washington, residing at
Kitsap County
 My Commission Expires
July 31, 2019

STATE OF WASHINGTON)
)
COUNTY OF KING) ss.

On this day personally appeared before me Dwayne J Clark, to me known to be the Authorized Signatory of ASC Mercer Island LLC, the Washington limited liability company that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such limited liability company, for the uses and purposes therein mentioned, and on oath stated that [he/she] was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 4 day of May, 2017.



Ruth A O'Meara

Printed Name RUTH A O'MEARA

NOTARY PUBLIC in and for the State of Washington, residing at

Sammamish

My Commission Expires 2/2018

EXHIBIT A

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

The East 60.00 feet of Lot 1 and Lots 2 through 5, inclusive, Block 6, McGilvra's Island Addition, according to the plat thereof recorded in Volume 16 of Plats, Page(s) 58, in King County, Washington;

Except the West 110.00 feet of said Lots 2 and 3;

Except the West 110.00 feet of the North 40.00 feet of Lot 4;

Except the West 150.00 feet of that portion of said Lots 4 and 5, described as follows:

Lots 4 and 5, Block 6, McGilvra's Island Addition, according to the plat thereof recorded in Volume 16 of Plats, Page(s) 58, in King County, Washington, except the North 40.00 feet of said Lot 4.

(Also known as Parcel A, City of Mercer Island Lot Line Revision No. SUB14-011, recorded under recording number 20150528900006).

EXHIBIT B

LEGAL DESCRIPTION OF GRANTEE'S PROPERTY

The South 72.72 feet of the North 87.67 feet of the West 110 feet of lot 3, Block 6, McGilvra's Island Addition to Mercer Island, according to the plat thereof recorded in Volume 16 of Plats, Page(s) 58, in King County, Washington.

And

The West 60.00 feet of lot 3, the West 150 feet of lots 4 and 5 Block 6, McGilvra's Island Addition to Mercer Island, according to the plat thereof recorded in Volume 16 of Plats, Page(s) 58, in King County, Washington;

Except the North 87.67 feet of said lot 3;

Except the East 40.00 feet of the West 150.00 feet of the North 40.00 feet of said lot 4;

Except the West 110.00 feet of the South 175 feet thereof of lots 4 and 5.

EXHIBIT C**LEGAL DESCRIPTION OF SEWER EASEMENT [UPDATE]**

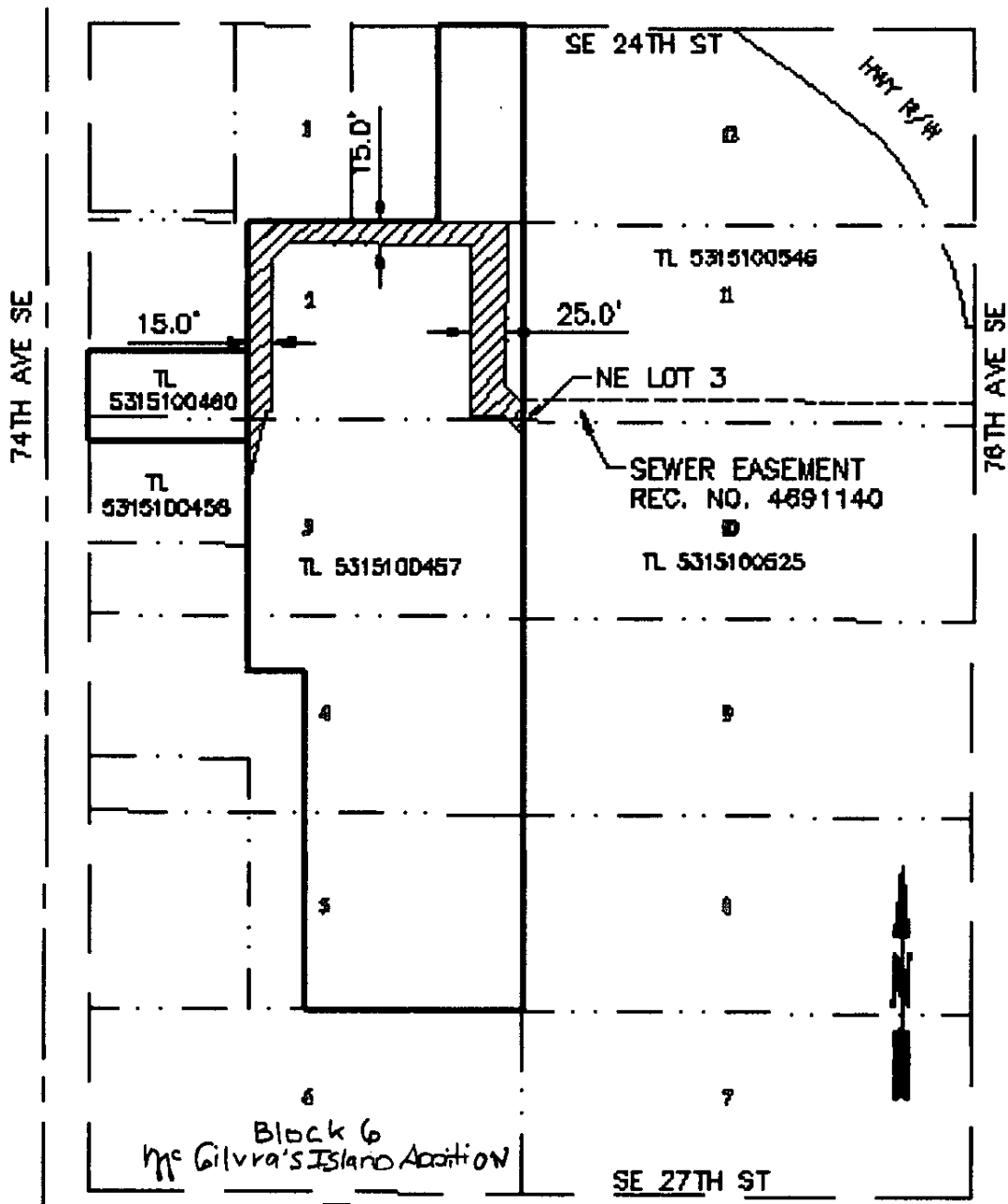
THAT PORTION OF LOTS 2 AND 3 IN BLOCK 6 OF MCGILVRA'S ISLAND ADDITION, AS PER PLAT RECORDED IN VOLUME 16 OF PLATS, ON PAGE 58, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3;
THENCE SOUTH 0°06'50" WEST ALONG THE EASTERLY LINE THEREOF 10.29 FEET;
THENCE NORTH 44°33'21" WEST 17.78 FEET;
THENCE NORTH 89°53'10" WEST 25.00 FEET;
THENCE NORTH 0°06'50" EAST 120.15 FEET;
THENCE NORTH 89°34'38" WEST 126.23 FEET;
THENCE SOUTH 45°09'08" WEST 15.37 FEET;
THENCE SOUTH 0°07'49" WEST 105.87 FEET;
THENCE SOUTH 90°00'00" WEST 4.04 FEET;
THENCE SOUTH 12°37'44" WEST 50.63 FEET TO THE EASTERLY LINE OF THE WESTERLY 110 FEET OF SAID LOT 3;
THENCE NORTH 0°07'39" EAST ALONG SAID EASTERLY LINE 161.52 FEET;
THENCE NORTH 45°09'08" EAST 27.84 FEET TO THE NORTHERLY LINE OF AFOREMENTIONED LOT 2;
THENCE SOUTH 89°34'38" EAST ALONG SAID NORTHERLY LINE 157.41 FEET;
THENCE SOUTH 0°06'50" WEST 113.81 FEET;
THENCE SOUTH 45°01'29" EAST 17.64 FEET TO THE EASTERLY LINE OF SAID LOT 2;
THENCE SOUTH 0°06'50" WEST 11.13 FEET TO THE POINT OF BEGINNING.

CONTAINING 7,813 SQUARE FEET, MORE OR LESS.

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

EXHIBIT D
DEPICTION OF SEWER LINE



An Engineering Services Company

11255 Kirkland Way, Suite 300
Kirkland, WA 98033
p 425.827.2014 | f. 425.827.5043

Civil | Structural | Planning | Survey
paceengr.com

SCALE: 1" = 120' FILE: \15501 EXH.DWG DATE 12/23/16 PROJ. NO.: 15501.10

12/23/16
15501.10

5601958

EASEMENT

For a valuable consideration, receipt of which is hereby acknowledged, the Grantor S-----
Kyran E. Hynes and Christine E. Hynes, his wife;-----

hereby grant ----- and convey ----- to the Grantee Mercer View Convalescent Center, Inc., a Washington Corporation, and
their successors and assigns, the right, privilege and authority to construct, improve, repair and maintain a right of way seven (7) feet in width-----

across, over and upon the following land, located in King----- County, State of Washington, to-wit:

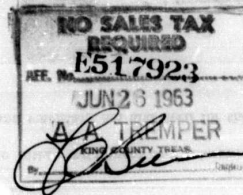
Along the north portion of so much of Lot 3, Block 6, McGilvra's Island addition to Mercer Island as described as follows: Beginning at the South West corner of Lot 3, Block 6, McGilvra's Island addition to Mercer Island, thence North 49.66 feet, thence East 110 feet, thence South 49.66 feet, thence West 110 feet to the point of beginning.

The Grantor S----- shall make no use of the land occupied by said right of way----- except for access for utilities for use and benefit of Grantees,----- including power, light, gas, water, sewer and telephone.-----

In exercising the rights herein granted, the Grantee S, their successors and assigns, may pass and repass over said right of way----- may cut and remove brush, trees and other obstructions which in the opinion of the Grantee ----- interfere with their access-----

The covenants herein contained shall run with the land and are binding upon all subsequent owners thereof.

The center line of said right of way----- shall be parallel with, and not more than 3-1/2----- feet distant ~~such that this from a principal center line across said land~~ from the North property line of above described land.



In Witness Whereof, The said Grantor S----- have executed this instrument the 24th----- day of June----- 1963-----

Kyran E. Hynes

Christine E. Hynes

Christine E. Hynes

JUN 26 1963

Warranted against successful alteration, which guaranty is insured in LLOYD'S, London - Pat. Pend.
Blank Co., Seattle. (Easement) Form No. 1.

Printing Date 9-27-60

4995706

EASEMENT FOR SEWER

THIS AGREEMENT, made this 2nd day of January, 1959

between Robert H. Clark and Lay J. Clark, his wife,

and Erik Erikson and Evelyn Erikson, his wife,

OWNERS OF the north 77.67 feet of the west 110 feet of lot 2, block 6, McGilvra's Island Addition,

and the south 62.33 feet of the west 110 feet of lot 2, block 6, McGilvra's Island Addition, plus the north 87.67 feet of the west 110 feet of lot 3, block 6, McGilvra's Island Addition

WITNESSETH: That for and in consideration of the mutual covenants here-
in expressed, it is hereby agreed between the above parties that:

1st - A side sewer shall be constructed as follows: beginning approximately thirty feet west of the northeast corner of the south 62.33 feet of the west 110 feet of lot 2, block 6, McGilvra's Island Addition running diagonally to the southeast corner of the above described lot and connecting to existing sewer line.

2nd - There shall be an easement four (4) feet wide for sewer along
the line as constructed for the use of said properties.

3rd - The cost of construction of said sewer shall be borne by the
owners of the said properties as follows: entirely by Robert H. Clark for the
connection described in section 1 above, inclusive of all landscaping
costs to return the property to the condition before construction, or
repair.

4th - The cost of maintenance, repair or reconstruction of that por-
tion of the sewer used in common shall be borne in equal shares, except that
the owners of any lower parcel shall not be responsible for the part of the
sewer above their connection; and when necessary to repair, clean or recon-
struct the sewer, the parties to this agreement shall have a right of entry for
that purpose.

5th - This agreement shall be a covenant running with the land and
shall be binding upon all parties and their heirs and assigns ~~in~~ as long
as the sewer is used.

IN WITNESS WHEREOF we hereunto set our hands and seals the day and year
first above written.

Robert H. Clark

May J. Clark (Seal)

Erik H. Erikson (Seal)

Evelyn M. Erikson

COUNTY OF KING)
STATE OF WASHINGTON) SS

This is to certify that on this 2nd day of January, 1959

before me, the undersigned, a Notary Public in and for the State of Washington,
only commissioned and sworn, personally saw Robert H. & May J. Clark &

Erik H. & Evelyn M. Erikson

to be known to be the parties who executed the within instrument, and acknow-
ledged to me that they signed and sealed the same as their free and
voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and seal the day and year in this certificate first
above written.

Neil Beck

Notary Public in and for the State
of Washington, residing in Seattle.

B-584083-2

4995706

EASEMENT FOR SEWER

THIS AGREEMENT, made this 2nd day of January, 1959

between Robert H. Clark and Lay J. Clark, his wife,

and Erik Erikson and Evelyn Erikson, his wife,

OWNERS OF the north 77.67 feet of the west 110 feet of lot 2, block 6, McGilvra's Island Addition,

and the south 62.33 feet of the west 110 feet of lot 2, block 6, McGilvra's Island Addition, plus the north 87.67 feet of the west 110 feet of lot 3, block 6, McGilvra's Island Addition

WITNESSETH: That for and in consideration of the mutual covenants here-
in expressed, it is hereby agreed between the above parties that:

1st - A side sewer shall be constructed as follows: beginning approximately thirty feet west of the northeast corner of the south 62.33 feet of the west 110 feet of lot 2, block 6, McGilvra's Island Addition running diagonally to the southeast corner of the above described lot and connecting to existing sewer line.

2nd - There shall be an easement four (4) feet wide for sewer along
the line as constructed for the use of said properties.

3rd - The cost of construction of said sewer shall be borne by the
owners of the said properties as follows: entirely by Robert H. Clark for the
connection described in section 1 above, inclusive of all landscaping
costs to return the property to the condition before construction, or
repair.

4th - The cost of maintenance, repair or reconstruction of that por-
tion of the sewer used in common shall be borne in equal shares, except that
the owners of any lower parcel shall not be responsible for the part of the
sewer above their connection; and when necessary to repair, clean or recon-
struct the sewer, the parties to this agreement shall have a right of entry for
that purpose.

5th - This agreement shall be a covenant running with the land and
shall be binding upon all parties and their heirs and assigns ~~forever~~ as long
as the sewer is used.

IN WITNESS WHEREOF we hereunto set our hands and seals the day and year
first above written.

Robert H. Clark

May J. Clark (Seal)

Erik H. Erikson (Seal)

Evelyn M. Erikson

COUNTY OF KING)
STATE OF WASHINGTON) SS

This is to certify that on this 2nd day of January, 1959

before me, the undersigned, a Notary Public in and for the State of Washington,
only commissioned and sworn, personally saw Robert H. & May J. Clark &
Erik H. & Evelyn M. Erikson

to be known to be the parties who executed the within instrument, and acknow-
ledged to me that they signed and sealed the same as Their free and
voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and seal the day and year in this certificate first
above written.

Neil Beck

Notary Public in and for the State
of Washington, residing in Seattle.

B-584083-2

Exam Jan 18-56

4 55731

Ack Nov 9-55 \$1 & ovc

Ferry E. Grove and Mabel A. Grove

To Mercer Island Sewer District, a Mun Corp

ff D, S, L, and cy to sp---sm as in 4655⁶³³---

Lots 4 and 5 less beg NW cor of lot 2; th S ag W ln of blk 6, 375' to true pob; th S plw N ln lot 2, 110' th S plw W ln of blk 6, 75' th W plw N ln lot 2, 110' to W ln lot 5; th N alg W ln lots 5 and 4, 75', to true pob, and lot 9 blk 6 McSilvr's Island add----15 ft---

- (a) alg the mgn btwn ad lots 4 and 9
- (b) alg mgn btwn ad lots 1 and 5, less w 2' 10'----

for the purpose of installing---5 ft---

xon ok

RES

Exam Jan 18-56

4655732

Nov 9-55 Ack \$1 & ovc

Ferry E. Grove and Mabel A. Grove

Mun Corp

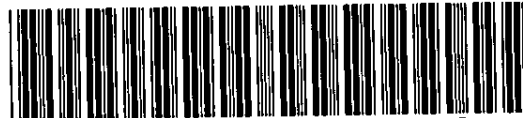
AFTER RECORDING RETURN TO:

ASC Mercer Island LLC

17602 NE Union Hill Road

Redmond, WA 98052

Attn: Elizabeth C. Chambers



20170530001254

PACIFICA LAW & EAS 84.00
PAGE-001 OF 012
05/30/2017 15:12
KING COUNTY, WA

TIEBACK AND SHORING EASEMENT AGREEMENT

Grantor:	Hynes Properties L.L.C., a Washington limited liability company	
Grantee:	ASC Mercer Island LLC, a Washington limited liability company	
Legal Description of Grantor Property Official on Exhibit A	Ptns of Lots 3, 4, 5 and Lots 9 and 10, Block 6, McGilvra's Island Addition	
Legal Description of Grantee Property Official on Exhibit B	Abbreviated Legal: Parcel A, City of Mercer Island Lot Line Revision No. SUB 14-011, recorded under recording number 20150528900006	
Assessor's Tax Parcel Numbers:	Grantor Property: 5315100458; 5315100455 Grantee Property: 5315100457	
Reference Nos. of Documents Released or Assigned:	N/A	

THIS TIEBACK AND SHORING EASEMENT AGREEMENT (this "Agreement") is made this 14th day of April, 2017 ("Effective Date") by and between Hynes Properties L.L.C., a Washington limited liability company ("Grantor"), and ASC Mercer Island LLC, a Washington limited liability company ("Grantee"). Grantor and Grantee may each be referred to in this Agreement collectively as the "Parties."

RECITALS

A. Grantor is the owner of the real property located in King County, Washington and legally described on the attached **Exhibit A** (the "Grantor Property").

EXCISE TAX NOT REQUIRED
King Co. Records Division
By Anthony Taylor, Deputy
Anthony Taylor

B. Grantee is the owner of the real property located in King County, Washington adjacent to the Grantor Property and legally described on the attached **Exhibit B** (the "Grantee Property").

C. In connection with the development of the Grantee Property, Grantor and Grantee desire to enter into this Agreement to allow Grantee to place subterranean temporary tiebacks under the Grantor Property in connection with Grantee's construction of certain improvements on the Grantee Property ("Grantee's Project").

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. Grant of Easements.** Grantor hereby grants a temporary nonexclusive easement ("Tieback Easement") to Grantee for the purpose of installing subsurface tieback anchors (the "Soil Tiebacks") under, and within the Grantor's Property in the locations shown on **Exhibit C** attached hereto. The Tieback Easement includes the right to enter onto Grantor's Property as reasonably necessary, with twenty four (24) hours advance notification, for the purpose of inspecting and photographing Grantor's landscaping and improvements prior to installing Soil Tiebacks. Grantee will provide Grantor with the project work schedule for the affected areas considered in this Agreement
- 2. Additional Provisions.** The Soil Tiebacks shall be used solely as an element of shoring during construction of Grantee's Project, and Soil Tiebacks shall be destressed following completion of Grantee's Project, but the Soil Tiebacks need not be removed by Grantee. The Soil Tiebacks shall be placed below the improvements on the Grantor Property and shall not penetrate or damage any improvements on the Grantor Property. Grantor shall have the right to remove the Soil Tiebacks if it so desires after the Soil Tiebacks are destressed. Prior to installation of any Soil Tiebacks, Grantee shall submit to Grantor a plan for installing, locating and de-stressing the Soil Tiebacks, detailing the underground devices in connection therewith, together with a schedule for performing the work (together, the "Tieback Plans"). The Tieback Easement shall automatically terminate upon the earlier of those dates which are (i) the date that is four years from the date of this Agreement or (ii) the date on which a temporary certificate of occupancy is issued by the City of Mercer Island for Grantee's Project.

3. **Work Standards.** All work to be performed by Grantee or its agents, contractors, or subcontractors pursuant to the easements granted herein shall be performed at Grantee's sole cost and expense, and shall be performed: (i) in a careful and workmanlike manner; (ii) in accordance with all applicable laws, codes, regulations, and ordinances; and (iii) free of all claims or liens. Grantee shall, at its sole expense, promptly repair and restore any property damage to the Grantor Property resulting from the exercise of the easements granted herein to the Grantor Property's condition prior to such damage.
4. **Insurance.** Grantee shall maintain, and shall cause its contractors and subcontractors to maintain, insurance issued by an insurance company or companies which are rated "A-VII" or better in Best's Key Rating Guide and are authorized to transact business in the state of Washington, protecting the Grantor against liabilities arising out of the operations of Grantee and any of its contractors, subcontractors and sub-subcontractors pursuant to this Agreement, including at least and in the amount of not less than:
 - 4.1. Commercial General Liability including products and completed operations coverage, premises liability, blanket contractual liability including Grantee's indemnity agreements contained in this Agreement, personal injury, with a combined single limit for Bodily Injury and Property Damage of not less than \$5,000,000 each occurrence. Coverage shall be written on an "occurrence" basis and name Grantor as an additional insured, shall be primary insurance and shall not be contributory with any other insurance available to Grantor, shall not be subject to reduction of coverage as to Grantor by reason of any claim asserted against Grantee other than in connection with this Agreement and shall state that it will not be canceled, reduced or materially changed without thirty (30) days prior written notice to Grantor.
 - 4.2. **Certificates.** Prior to Grantee, its contractors or subcontractors commencing any work on Grantor Property, Grantee shall provide Grantor with insurance certificates evidencing the coverage set forth above from Grantee and Grantee's contractors and subcontractors and additional insured endorsements naming Grantor, and any other affiliate of Grantor that may from time to time be requested in writing, and evidence that the indemnities in this Agreement are expressly covered by Grantee's insurance policy.

Further, Grantee shall cause its contractors to maintain worker's Compensation and Employers Liability insurance up to the statutory limits required by applicable Workers'

Compensation Law and \$1,000,000 per occurrence for employers liability arising under any other applicable Act or governmental enactment for the protection of workers.

5. **Monitoring.** Grantee will cause its contractor to inspect the existing improvements on the Grantor Property prior to exercising the Tieback Easement rights granted herein to determine their baseline condition, and to periodically monitor the improvements until completion of the shoring construction and until such time thereafter as required by construction codes. Grantee or Grantee's contractor will provide Grantor with quarterly update reports and a final report at the end of Grantee's Project to document the condition of the improvements on the Grantor Property compared to the baseline. If, as a result of Grantee's activities, there is any soil movement outside normal construction tolerances on, or other changes to, the Grantor Property, Grantee shall, at its sole cost and expense, take whatever actions are necessary to stabilize the soil on the Grantor Property and/or the Grantee Property or to restore the Grantor Property to its condition prior to commencement of Grantee's activities. Any such actions to be taken by Grantee shall be subject to the prior written approval by Grantor, which approval shall not be unreasonably withheld, conditioned or delayed.
6. **As-Built Plans.** After completion of Grantee's Project, Grantee shall deliver to Grantor a copy of plans showing the actual location of the Soil Tiebacks that extend into and under the Grantor Property. Such as-built plans shall include complete information as to depth and length of the Soil Tiebacks on the Grantor Property.
7. **Indemnity.** Grantee shall indemnify, defend and hold Grantor and its officers, directors, members, employees and agents harmless from and against any and all liability, loss, damage, expense, actions, mechanic liens and claims, including costs and reasonable attorneys' fees incurred by Grantor in defense thereof, asserted or arising directly or indirectly on account of or out of acts or omissions of Grantee, its contractors, subcontractors, agents and/or employees in the exercise of the easement rights granted herein; provided, however, that Grantee shall not be obligated to indemnify Grantor against liability for damages arising out of bodily injury to persons or damage to property to the extent caused by or resulting from the intentional acts or negligence of Grantor. Such indemnification is separate and distinct from Grantee's obligation to procure insurance above or repair any damage caused by Grantee above. Without limiting the foregoing, if any mechanics lien is filed against the Grantor Property as a result of any contractor, subcontractor or other person performing work with respect to the easements, or otherwise in any

way for or allegedly for Grantee, Grantee shall immediately take all actions, and shall pay all sums, necessary to cause the release of such lien from the Grantor Property.

8. **Notice.** Any notices to Grantor required under this Agreement shall be directed to the following address:

Mary Jane Hynes
10678 NE Manor Ln
Bainbridge Island, WA 98110

9. **Binding Effect.** The benefits and burdens of this Agreement are appurtenant to and shall run with the Grantee Property and Grantor Property, as applicable, shall be binding upon the successors and assigns of Grantee and Grantor, as the current fee or leasehold owners thereof, for the term hereof, and shall not be extinguished by nonuse or abandonment, or transfer of any interest in the properties affected.
10. **Attorneys' Fees.** If any suit or other proceeding is instituted by either Party arising out of or pertaining to this Agreement, including, but not limited to, filing suit or requesting an arbitration (collectively "Proceedings"), and appeals and collateral actions relative to such Proceeding, the substantially prevailing party shall be entitled to recover its reasonable attorneys' fees and all costs and expenses incurred relative to Proceeding from the substantially nonprevailing party, in addition to such other available relief available to the substantially nonprevailing party.
11. **Severability.** If any provision of this Agreement becomes illegal, null, or void for any reason, or is held by any court of competent jurisdiction to be so, the remaining provisions will remain in full force and effect.
12. **Enforcement.** In the event of a breach of any of the covenants or agreements set forth in this Agreement, the parties shall be entitled to any and all remedies available at law or in equity, including, but not limited to, the equitable remedies of specific performance or mandatory or prohibitory injunction issued by an arbitrator or by a court of appropriate jurisdiction.
13. **Amendments.** Any addition, variation, or modification to this Agreement shall be in writing and signed by the parties hereto or their successors in interest.

14. **Applicable Law.** This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the state of Washington.
15. **Counterparts.** This instrument may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned acknowledge that they have read this Agreement, understand it, agree to be bound by its terms and conditions, and have cause this Agreement to be executed as of the Effective Date.

GRANTOR: Hynes Properties L.L.C.

By: Mary Jane Hynes
Name: MARY JANE HYNES
Its: managing partner

GRANTEE: ASC Mercer Island LLC
a Washington limited liability company

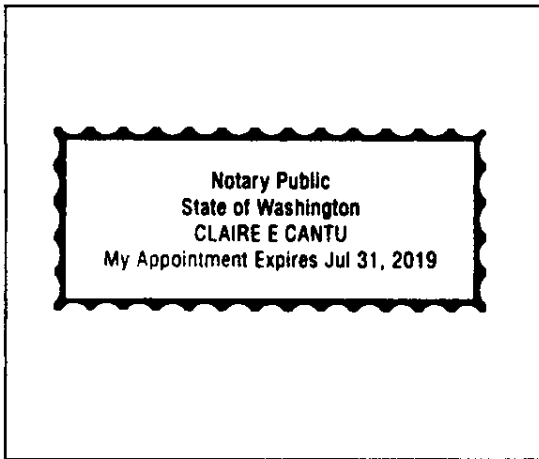
By: [Signature]
Name: Dwayne J Clark
Its: manager

STATE OF WASHINGTON } ss.

COUNTY OF KING

On this day personally appeared before me MARY Hynes, to me known to be the Grantor of Hynes Properties L.L.C. that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such limited liability company, for the uses and purposes therein mentioned, and on oath stated that [he/she] was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 14th day of April, 2017.



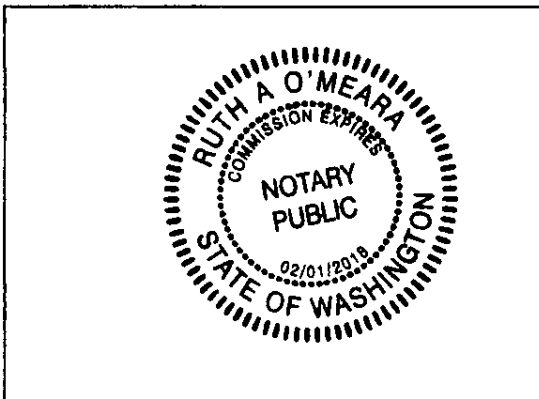
Claire Cantu
 Printed Name
Claire E. Cantu
 NOTARY PUBLIC in and for the State of
 Washington, residing at
Kitsap County
 My Commission Expires
July 31, 2019

STATE OF WASHINGTON } ss.

COUNTY OF KING

On this day personally appeared before me Dwayne J Clark, to me known to be the manager of ASC Mercer Island LLC, the Washington limited liability company that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such limited liability company, for the uses and purposes therein mentioned, and on oath stated that [he/she] was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 4 day of May, 2017.



Ruth A O'Meara
Printed Name
RUTH A O'MEARA
NOTARY PUBLIC in and for the State of
Washington, residing at
Sammamish
My Commission Expires
2/2019

EXHIBIT A

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

The South 72.72 feet of the North 87.67 feet of the West 110 feet of lot 3, Block 6, McGilvra's Island Addition to Mercer Island, according to the plat thereof recorded in Volume 16 of Plats, Page(s) 58, in King County, Washington.

And

The West 60.00 feet of lot 3, the West 150 feet of lots 4 and 5 Block 6, McGilvra's Island Addition to Mercer Island, according to the plat thereof recorded in Volume 16 of Plats, Page(s) 58, in King County, Washington;

Except the North 87.67 feet of said lot 3;

Except the East 40.00 feet of the West 150.00 feet of the North 40.00 feet of said lot 4;

Except the West 110.00 feet of the South 175 feet thereof of lots 4 and 5.

EXHIBIT B

LEGAL DESCRIPTION OF GRANTEE'S PROPERTY

The East 60.00 feet of Lot 1 and Lots 2 through 5, inclusive, Block 6, McGilvra's Island Addition, according to the plat thereof recorded in Volume 16 of Plats, Page(s) 58, in King County, Washington;

Except the West 110.00 feet of said Lots 2 and 3;

Except the West 110.00 feet of the North 40.00 feet of Lot 4;

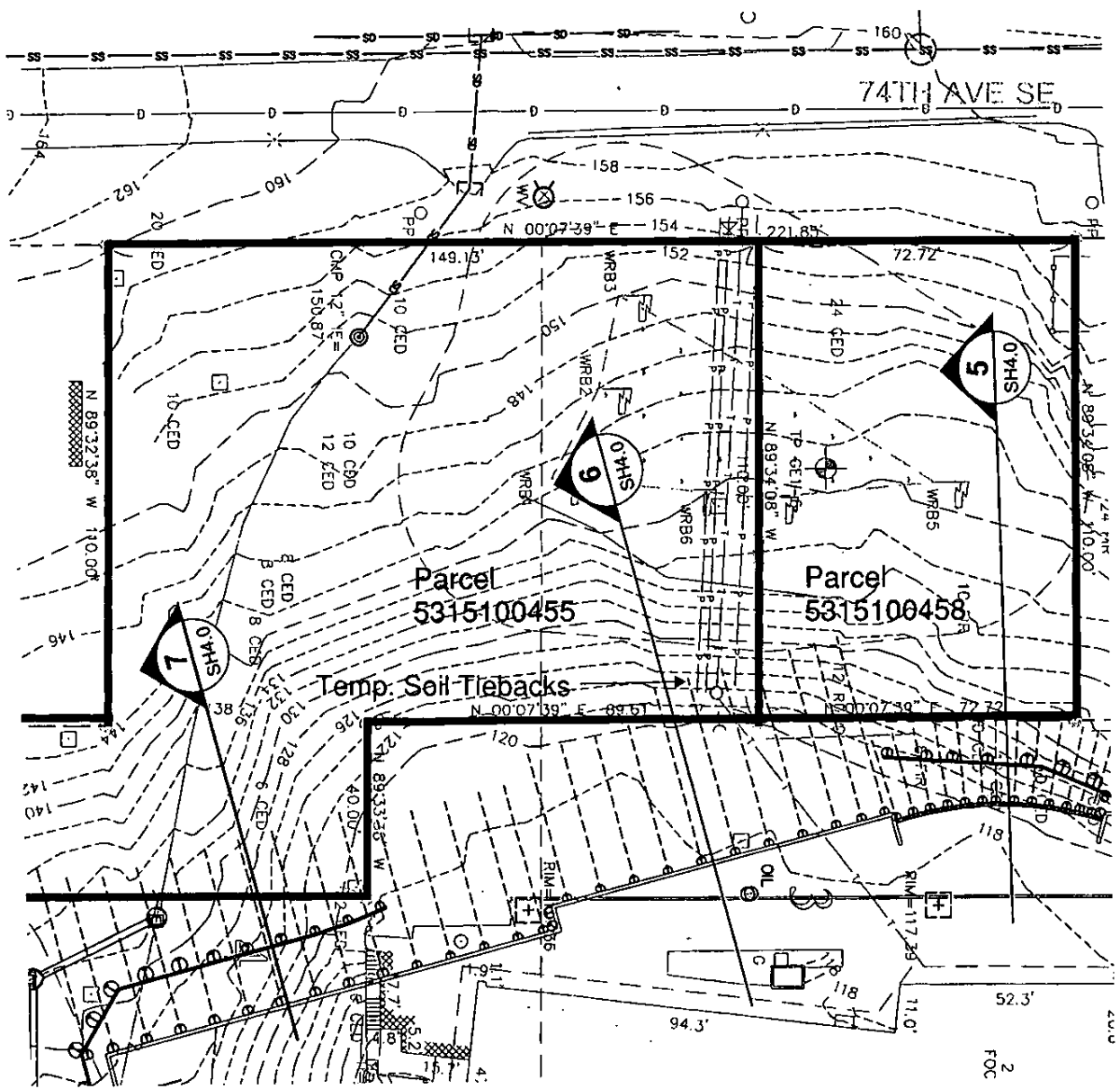
Except the West 150.00 feet of that portion of said Lots 4 and 5, described as follows:

Lots 4 and 5, Block 6, McGilvra's Island Addition, according to the plat thereof recorded in Volume 16 of Plats, Page(s) 58, in King County, Washington, except the North 40.00 feet of said Lot 4.

(Also known as Parcel A, City of Mercer Island Lot Line Revision No. SUB14-011, recorded under recording number 20150528900006).

EXHIBIT C

APPROXIMATE LOCATIONS TEMPORARY SOIL TIEBACKS



When recorded return to:

Vann Lanz
BV Homes, LLC
2430 & 2436 74th Ave SE
Mercer Island, WA 98040

CTI 0187036-16-NT

Filed for record at the request of:



CHICAGO TITLE
COMPANY OF WASHINGTON

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

Escrow No.: 0187036-16

STATUTORY WARRANTY DEED

THE GRANTOR(S) Hynes Properties LLC, a Washington limited liability company
for and in consideration of Ten And No/100 Dollars (\$10.00) , and other valuable consideration
in hand paid, conveys and warrants to BV Homes, LLC, a Washington limited liability company

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

PARCEL A:

PARCEL B OF CITY OF MERCER ISLAND LOT LINE REVISION NO. SUB 14-011, RECORDED
UNDER RECORDING NUMBER 20150528900006, IN KING COUNTY, WASHINGTON,

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

PARCEL B:

THE SOUTH 72.72 FEET OF THE NORTH 87.67 FEET OF THE WEST 110 FEET OF LOT 3,
BLOCK 6, MCGILVRA'S ISLAND ADDITION, ACCORDING TO THE PLAT THEREOF
RECORDED IN VOLUME 16 OF PLATS, PAGE 58, IN KING COUNTY, WASHINGTON;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

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

Tax Parcel Number(s): 531510-0458-04, 531510-0455-07

Subject to:

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

STATUTORY WARRANTY DEED
(continued)

Dated: 8/29/2023

Hynes Properties LLC

BY: John Hynes
John Hynes
Manager

State of Washington

County of King

This record was acknowledged before me on August 29, 2023 by John Hynes as
Manager of Hynes Properties LLC

Kenneth Bruce Brantingham
(Signature of notary public)

Notary Public in and for the State of Washington

My appointment expires: June 1, 2024

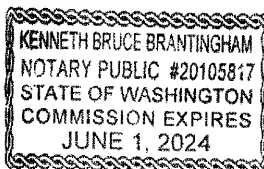


EXHIBIT "A"
Exceptions

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

1. 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 a sewer pipeline or pipelines and all necessary or connections and appurtenances
Recording Date: January 18, 1956
Recording No.: 4655731
Affects: A strip of land 10 feet in width across Parcel A and other property

Said easement is also delineated in the Boundary Line Adjustment}}

2. Covenant to share in the maintenance of a sewer easement over adjoining property

Recording Date: February 10, 1959
Recording No.: 4995706

Affects: Parcel B

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

Purpose: Access for utilities including power, light, gas, water, sewer and telephone
Recording Date: June 26, 1963
Recording No.: 5601958
Affects: The north 7 feet of Parcel A

4. Indemnification and hold harmless agreement and the terms and conditions thereof:

Executed by: Hynes Properties LLC and City of Mercer Island, a Washington Municipal corporation
Recording Date: January 20, 2016
Recording No.: 20160120000200

Affects: Parcel B

5. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Lot Line Revision No. SUB14-011:

Recording No: 20150528900006

Affects: Parcel A

6. Indemnification and hold harmless agreement, and the terms and conditions thereof:

Recording Date: July 10, 2017
Recording No.: 20170710000863

7. Restaurant agreement, and the terms and conditions thereof:

Recording Date: November 13, 2017
Recording No.: 20171113001170

Affects: Parcels A and B and other property

Note: Although said instrument describes Parcels A and B, Grantor had no record interest in the property.

EXHIBIT "A"

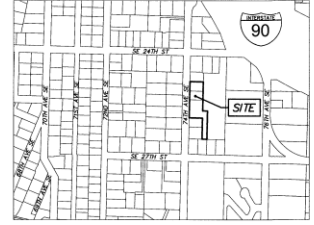
Exceptions
(continued)

8. City, county or local improvement district assessments, if any.
9. An encroachment of the Trash Corral situated on land adjoining to the north into or onto said Land by 8 feet more or less, as disclosed by inspection.

CITY OF MERCER ISLAND LOT LINE REVISION NO. SUB23-006

A PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER
SECTION 12, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M.,
CITY OF MERCER ISLAND, KING COUNTY, WASHINGTON

RECORDING NO. _____ VOL./PAGE
503/146



VICINITY MAP
SCALE 1" = 500'



OWNERS DECLARATION:

KNOW ALL PEOPLE BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNER(S) OF THE LAND HERIN DESCRIBED, DO HEREBY MAKE A LOT LINE REVISION THEREOF PURSUANT TO RCW 58.17.060, AND DECLARE THIS DOCUMENT TO BE THE GRAPHIC REPRESENTATION OF THE SAME, AND THAT SAID REVISION IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE OWNER(S).

IN WITNESS WHEREOF WE SET OUR HANDS AND SEALS:

BY: [Signature]
BLAIR D. HANSON

BY: [Signature] Managing Member
LAPOS VENTURES, LLC
A WASHINGTON LIMITED LIABILITY COMPANY

BY: [Signature] Managing Member
BYLINES, LLC
A WASHINGTON LIMITED LIABILITY COMPANY

BY: [Signature]
NBC MERGED INC.
A WASHINGTON CORPORATION

ACKNOWLEDGMENTS:

STATE OF WASHINGTON }
COUNTY OF KING }
I, _____, do hereby certify that the foregoing is a true and correct copy of the original as recorded in the office of the King County Auditor.

ON THIS DAY PERSONALLY APPEARED BEFORE ME BLAIR D. HANSON, 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 THEIR FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN MENTIONED.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 12th DAY October 2024

BY: [Signature] Notary Public in and for the State of Washington
MY COMMISSION EXPIRES Feb. 13, 2027



REPRESENTATIVE ACKNOWLEDGMENTS

STATE OF WASHINGTON }
COUNTY OF KING }
I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____ IS THE PERSON WHO APPEARED BEFORE ME AND SAID PERSON ACKNOWLEDGED THAT HE/SHE SIGNED THIS INSTRUMENT ON OATH STATED THAT HE/SHE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE _____ OF LAPOS VENTURES, LLC, A WASHINGTON LIMITED LIABILITY COMPANY TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 21st DAY August 2024

BY: [Signature] Notary Public in and for the State of Washington
MY COMMISSION EXPIRES Sept 15, 2026



STATE OF WASHINGTON }
COUNTY OF KING }
I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____ IS THE PERSON WHO APPEARED BEFORE ME AND SAID PERSON ACKNOWLEDGED THAT HE/SHE SIGNED THIS INSTRUMENT ON OATH STATED THAT HE/SHE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE _____ OF NBC MERGED INC., A WASHINGTON CORPORATION TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 21st DAY August 2024

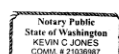
BY: [Signature] Notary Public in and for the State of Washington
MY COMMISSION EXPIRES Sept 15, 2026



STATE OF WASHINGTON }
COUNTY OF KING }
I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____ IS THE PERSON WHO APPEARED BEFORE ME AND SAID PERSON ACKNOWLEDGED THAT HE/SHE SIGNED THIS INSTRUMENT ON OATH STATED THAT HE/SHE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE _____ OF NBC MERGED INC., A WASHINGTON CORPORATION TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 19th DAY August 2024

BY: [Signature] Notary Public in and for the State of Washington
MY COMMISSION EXPIRES Nov 16th, 2025



APPROVALS

CITY OF MERCER ISLAND APPROVALS

EXAMINED AND APPROVED THIS 2nd DAY OF November 2024
BY: [Signature] City Engineer

EXAMINED AND APPROVED THIS 1st DAY OF November 2024
BY: [Signature] City Engineer

KING COUNTY DEPARTMENT OF ASSESSMENTS

EXAMINED AND APPROVED THIS 2nd DAY OF December 2024
BY: [Signature] Assessor

EXAMINED AND APPROVED THIS 2nd DAY OF December 2024
BY: [Signature] Deputy Assessor

531510-0460, 531510-0458, 531510-0455
ACCOUNT NO.(S)

SHEET 1 OF 5

RECORDER'S CERTIFICATE NO. _____
FILED FOR RECORD THIS 3rd DAY OF Dec, 2024
AT 10:31 A.M. IN BOOK 503 OF SURVEYS AT PAGE 146-150
AT THE REQUEST OF [Signature] DR STRONG CONSULTING ENGINEERS
MANAGER SUPT. OF RECORDS

SURVEYOR'S CERTIFICATE:
THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF
LNL BUILD, LLC, 2024 AUGUST
DALE A. SMITH 45796
CERTIFICATE NO. _____



DR. STRONG CONSULTING ENGINEERS
ENGINEERS PLANNERS SURVEYORS
620 7th AVENUE KIRKLAND, WA 98033
O 425.627.3063 F 425.627.2423
A PORTION OF THE NE 1/4 QTR OF THE NW 1/4 QTR,
SECTION 12, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M.,
KING COUNTY, WASHINGTON

DATE: 08/14/24 DRAWN: DAS JOB NO. 23001

20241203900001 Vol: 503 Page: 146
PROPERTY LINE ADJUSTMENT - MAP
REC: 5443.50
RECORDED BY: _____
KING COUNTY, WA

Unofficial

CITY OF MERCER ISLAND LOT LINE REVISION SUB23-006

A PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER
 SECTION 12, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M.,
 CITY OF MERCER ISLAND, KING COUNTY, WASHINGTON

RECORDING NO.

VOL./PAGE

503/147

LEGAL DESCRIPTIONS:

PARCEL NO. 531510-0460
 THAT PORTION OF LOTS 2 AND 3, BLOCK 6, MCGILVERA'S ISLAND ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 16 OF PLATS, PAGE 58, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
 THE WEST 110 FEET OF THE SOUTH 62.33 FEET OF LOT 2, AND THE WEST 110 FEET OF THE NORTH 14.93 FEET OF LOT 3, OF SAID MCGILVERA'S ISLAND ADDITION, SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

PARCEL NO. 531510-0455 (PARCEL A)
 THAT PORTION OF CITY OF MERCER ISLAND LOT LINE REVISION NO. SUB24-011, RECORDED UNDER RECORDING NUMBER 2015052890008, IN KING COUNTY WASHINGTON, SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

PARCEL NO. 531510-0458 (PARCEL B)
 THE SOUTH 72.72 FEET OF THE NORTH 87.67 FEET OF THE WEST 110 FEET OF LOT 3, BLOCK 6, MCGILVERA'S ISLAND ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 16 OF PLATS, PAGE 58, IN KING COUNTY, WASHINGTON, SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

SURVEYOR'S NOTES

- ALL TITLE INFORMATION SHOWN ON THIS MAP HAS BEEN EXTRACTED FROM CHICAGO TITLE COMPANY OF WASHINGTON GUARANTEE NO. 026310-ETL DATED SEPTEMBER 15, 2023 AND CHICAGO TITLE COMPANY OF WASHINGTON POLICY NO. 026302-16, DATED SEPTEMBER 29, 2023, IN PREPARING THIS MAP. D.R. STRONG CONSULTING ENGINEERS, LLC HAS CONDUCTED NO INDEPENDENT TITLE SEARCH NOR IS D.R. STRONG CONSULTING ENGINEERS, LLC AWARE OF ANY TITLE ISSUES AFFECTING THE SURVEYED PROPERTY OTHER THAN THOSE SHOWN ON THE MAP AND DISCLOSED BY REFERENCED CHICAGO TITLE COMPANY OF WASHINGTON COMMITMENT. D.R. STRONG CONSULTING ENGINEERS, LLC HAS RELIED WHOLLY ON SAID CHICAGO TITLE COMPANY OF WASHINGTON REPRESENTATIONS OF THE TITLES CONDITION TO PREPARE THIS SURVEY AND THEREFORE, D.R. STRONG CONSULTING ENGINEERS, LLC QUALIFIES THE MAP'S ACCURACY AND COMPLETENESS TO THAT EXTENT.
- THIS SURVEY REPRESENTS VISIBLE PHYSICAL IMPROVEMENT CONDITIONS EXISTING ON APRIL 13, 2023. ALL SURVEY CONTROL INDICATED AS "FOUND" WAS RECOVERED FOR THIS PROJECT ON APRIL 6, 2023 UNLESS NOTED OTHERWISE.
- EXISTING PROPERTY AREAS. (SEE ALSO SHEET 4 OF 5)
 PARCEL NO. 531510-0460 = 8,5014 SQUARE FEET (0.19524 ACRES).
 PARCEL NO. 531510-0458 = 7,9994 SQUARE FEET (0.18364 ACRES).
 PARCEL NO. 531510-0455 = 25,8004 SQUARE FEET (0.59234 ACRES).
- ALL DISTANCES ARE IN U.S. SURVEY FEET.
- THIS IS A COMBINED FIELD TRAVERSE AND GLOBAL NAVIGATION SATELLITE SYSTEMS SURVEY. A TRIMBLE 57 ONE SECOND COMBINED ELECTRONIC TOTAL STATION AND A TRIMBLE R12I GLOBAL NAVIGATION SATELLITE SYSTEMS (GNSS) RECEIVER WERE USED TO MEASURE THE ANGULAR AND DISTANCE RELATIONSHIPS BETWEEN THE CONTROLLING MONUMENTATION AS SHOWN. CLOSURE RATIOS OF THE TRAVERSE MET OR EXCEEDED THOSE SPECIFIED IN IAC 332-130-090. ALL MEASURING INSTRUMENTS AND EQUIPMENT ARE MAINTAINED IN ADJUSTMENT ACCORDING TO MANUFACTURER'S SPECIFICATIONS.
- RTK GNSS OBSERVATIONS WERE MADE ON 04/06/2023 UTILIZING THE WASHINGTON STATE REFERENCE NETWORK (WSRN). THE COMBINED GRID TO GROUND SCALE FACTOR USED IS 0.999980520.
- THE BOUNDARY SHOWN HEREON IS BASED ON A FIELD SURVEY.

REFERENCES:

- PLAT - MCGILVERA'S ISLAND ADDITION, VOLUME 16, PAGE 58 OF PLATS.
- LOT LINE REVISION SUB24-011, RECORDING NO. 2015052890008.
- SURVEY - RECORDING NO. 8501048012.

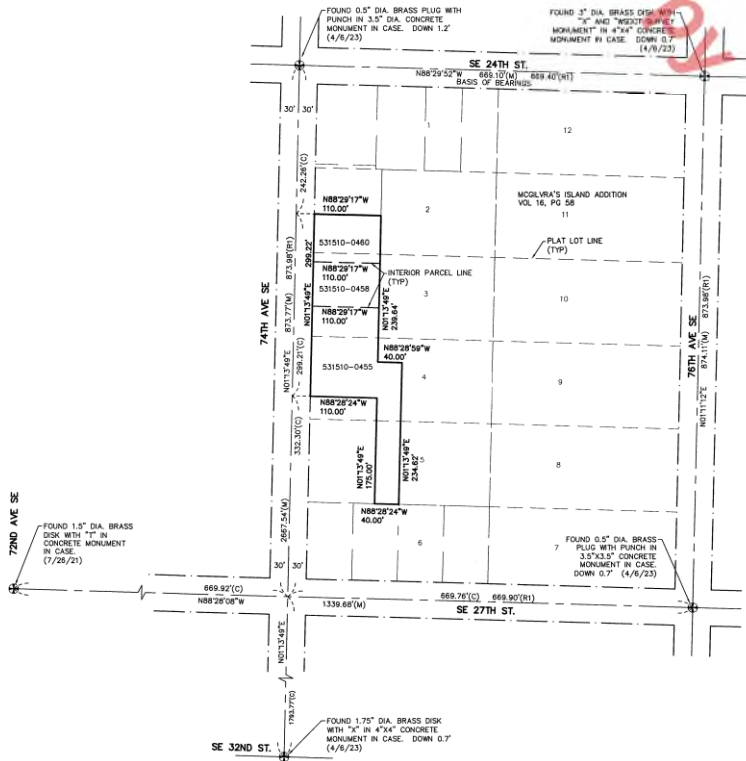
LEGEND:

- ⊕ FOUND MONUMENT AS NOTED
- (M) MEASURED
- (C) CALCULATED
- (RI) REFERENCE

NORTH

GRAPHIC SCALE
 0 50' 100' 200'
 1 INCH = 100 FT.

BASIS OF BEARINGS:
 N88°29'52"W BETWEEN THE MONUMENTS
 FOUND IN PLACE ALONG SE 24TH ST.



SHEET 2 OF 5



D.R. STRONG CONSULTING ENGINEERS
 ENGINEERS PLANNERS SURVEYORS
 600 - 7th AVENUE, KIRKLAND, WA 98033
 O 425.827.3063 F 425.827.3453

A PORTION OF THE NE 1/4 QTR OF THE NW 1/4 QTR,
 SECTION 12, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M.,
 KING COUNTY, WASHINGTON
 DATE: 08/14/24 SCALE: 1"=100' DRAWN: DAS JOB NO. 23001

Unofficial

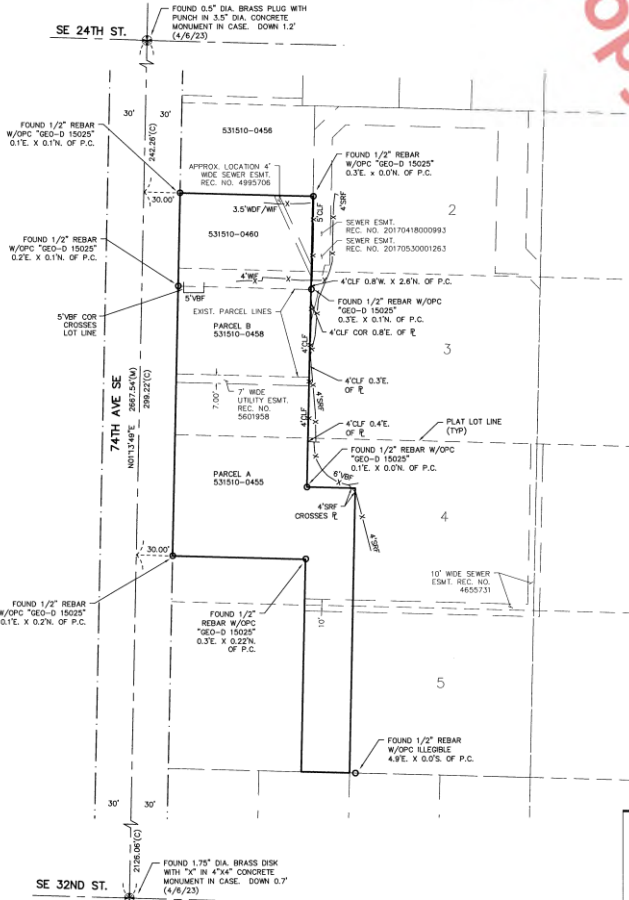
CITY OF MERCER ISLAND LOT LINE REVISION SUB23-006

RECORDING NO.

VOL./PAGE

503/148

A PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER
 SECTION 12, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M.,
 CITY OF MERCER ISLAND, KING COUNTY, WASHINGTON



TITLE RESTRICTIONS:

- THIS SITE IS SUBJECT TO:
- COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, ETC PER THE PLAT OF MOGLVRA'S ISLAND ADDITION: VOLUME 15, PAGE 58 OF PLATS.
 - SIDE SEWER EASEMENT, 4 FEET WIDE ALONG THE LINE AS CONSTRUCTED. RECORDING NO. 4995706, APPROXIMATE LOCATION SHOWN HEREON.
 - SEWER EASEMENT, RECORDING NO. 20170418000993, SHOWN HEREON.
 - RESERVATIONS AND EXCEPTIONS IN UNITED STATES PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF, INDIAN TREATY OR ABORIGINAL RIGHTS.
 - EASEMENT GRANTED TO MERCER ISLAND SEWER DISTRICT FOR A SEWER PIPELINE, RECORDING NO. 4655731, SHOWN HEREON.
 - A 2-FOOT WIDE EASEMENT FOR UTILITIES INCLUDING POWER, LIGHT, GAS, WATER SEWER AND TELEPHONE. RECORDING NO. 5601958. AFFECTS NORTHERLY PORTION OF PARCEL A. SHOWN HEREON.
 - INDEMNIFICATION & HOLD HARMLESS AGREEMENT, RECORDING NO. 20160120000200.
 - COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, ETC. PER LOT LINE REVISION NO. SUB14-011, RECORDING NO. 20150528900006.
 - RETRACED AND SHORING EASEMENT, RECORDING NO. 20170830001254. AFFECTS EASTERLY PORTION OF PARCELS A AND B. EXHIBIT C OF THIS INSTRUMENT SHOWS APPROXIMATE LOCATIONS OF SOIL RETRACEDS. IN THE "AGREEMENT" SECTION, ITEM 2, "THE SOIL RETRACEDS NEED NOT BE REMOVED BY GRANTEE." PER TITLE REPORT THERE IS NO MENTION IF THESE RETRACEDS ARE REMOVED, OR NOT.
 - EASEMENT FOR SEWER LINE, RECORDING NO. 20170530001263. SHOWN HEREON.
 - HOLD HARMLESS AGREEMENT, RECORDING NO. 20170710000863.
 - RESTAURANT AGREEMENT, RECORDING NO. 20171113001170.
 - HOLD HARMLESS AGREEMENT, RECORDING NO. 20171003001449.
 - A 10 FOOT TRANSMISSION AND DISTRIBUTION ELECTRIC EASEMENT OVER FACILITIES AS NOW CONSTRUCTED, OR TO BE CONSTRUCTED, EXTENDED OR RELOCATED, RECORDING NO. 20230908000365. THE LANGUAGE CONTAINED IN THIS INSTRUMENT IS INSUFFICIENT TO PLOT THIS EASEMENT.

APPROVAL NOTE:

ALL BUILDINGS ARE SUBJECT TO MEETING CURRENT FIRE CODE REQUIREMENTS AT THE TIME OF PERMIT SUBMITTAL. ACCESS SHALL BE PROVIDED AS OUTLINED IN THE INTERNATIONAL FIRE CODE APPENDIX D AND MCC 19.70.040. FIRE PLAN REVIEWS WILL BE CONDUCTED AT TIME OF BUILDING PERMIT SUBMITTAL AND MAY REQUIRE ADDITIONAL FIRE PROTECTION SYSTEMS AND/OR ADDITIONAL FIRE PREVENTION MEASURES FOR BUILDING APPROVAL.

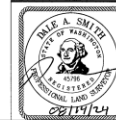
LEGEND:

- FOUND CORNER MONUMENT AS NOTED
- CLF CHAIN LINK FENCE
- WF WIRE FENCE
- WDF WOOD FENCE
- SRF SPLIT RAIL FENCE
- OPC ORANGE PLASTIC CAP



NORTH
 GRAPHIC SCALE
 0 25' 50' 100'
 1 INCH = 50 FT.

BASIS OF BEARINGS:
 N88°29'52"W BETWEEN THE MONUMENTS
 FOUND IN PLACE ALONG SE 24TH ST.



**D.R. STRONG
 CONSULTING ENGINEERS**

ENGINEERS PLANNERS SURVEYORS
 600 - 7th AVENUE KIRKLAND, WA 98033
 O 425.807.3063 F 425.827.2423

A PORTION OF THE NE 1/4 QTR OF THE NW 1/4 QTR,
 SECTION 12, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M.,
 KING COUNTY, WASHINGTON

DATE: 08/14/24

SCALE: 1"=50'

DRAWN: DAS

JOB NO. 23001

SHEET 3 OF 5

Unofficial

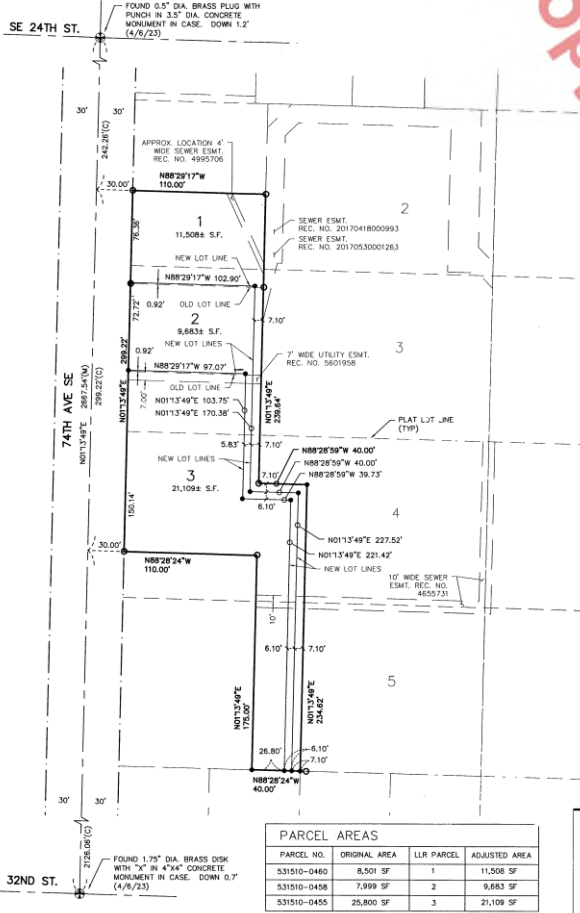
CITY OF MERCER ISLAND LOT LINE REVISION SUB23-006

RECORDING NO.

VOL./PAGE

503/149

A PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER
 SECTION 12, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M.,
 CITY OF MERCER ISLAND, KING COUNTY, WASHINGTON



NEW LEGAL DESCRIPTIONS:

LOT 1:
 THAT PORTION OF LOTS 2, 3, 4 AND 5 IN BLOCK 6 OF MCGILVRA'S ISLAND ADDITION, AS PER PLAT
 RECORDED IN VOLUME 18 OF PLATS, ON PAGE 58, RECORDS OF KING COUNTY, WASHINGTON,
 DESCRIBED AS FOLLOWS:
 THE WEST 110 FEET OF THE SOUTH 62.33 FEET OF LOT 2;
 TOGETHER WITH:
 THE WEST 110 FEET OF THE NORTH 14.03 FEET OF LOT 3;
 TOGETHER WITH:
 THE EAST 7.10 FEET OF THE WEST 110.00 FEET OF SAID LOT 3,
 EXCEPT THE NORTH 14.03 FEET OF SAID LOT 3;
 TOGETHER WITH:
 THE EAST 7.10 FEET OF THE NORTH 47.10 FEET OF LOT 4;
 TOGETHER WITH:
 THE EAST 7.10 FEET OF THE NORTH 47.10 FEET OF THE WEST 150.00 FEET OF SAID LOT 4,
 EXCEPT THE WEST 110.00 FEET OF SAID LOT 4;
 TOGETHER WITH:
 THE EAST 7.10 FEET OF THE WEST 150.00 FEET OF SAID LOT 4,
 EXCEPT THE NORTH 47.10 FEET OF SAID LOT 4;
 TOGETHER WITH:
 THE EAST 7.10 FEET OF THE WEST 150.00 FEET OF LOT 5;
 OF SAID MCGILVRA'S ISLAND ADDITION.
 SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

LOT 2:
 THAT PORTION OF LOTS 3, 4 AND 5 IN BLOCK 6 OF MCGILVRA'S ISLAND ADDITION, AS PER PLAT
 RECORDED IN VOLUME 18 OF PLATS, ON PAGE 58, RECORDS OF KING COUNTY, WASHINGTON,
 DESCRIBED AS FOLLOWS:
 THE WEST 110.00 FEET OF LOT 3,
 EXCEPT THE EAST 7.10 FEET OF THE WEST 110.00 FEET OF SAID LOT 3,
 EXCEPT THE NORTH 14.03 FEET OF SAID LOT 3;
 TOGETHER WITH:
 THE WEST 5.83 FEET OF THE EAST 12.93 FEET OF THE WEST 110.00 FEET OF THE SOUTH 50.55 FEET
 OF LOT 3;
 TOGETHER WITH:
 THE WEST 5.83 FEET OF THE EAST 12.93 FEET OF THE WEST 110.00 FEET OF THE NORTH 53.20 FEET
 OF LOT 4;
 TOGETHER WITH:
 THE SOUTH 6.10 FEET OF THE NORTH 53.20 FEET OF THE EAST 150.00 FEET OF SAID LOT 4,
 EXCEPT THE WEST 122.90 FEET OF SAID LOT 4,
 EXCEPT THE EAST 7.10 FEET OF THE WEST 150.00 FEET OF SAID LOT 4;
 TOGETHER WITH:
 THE WEST 6.10 FEET OF THE EAST 13.20 FEET OF THE WEST 150.00 FEET OF SAID LOT 4,
 EXCEPT THE NORTH 53.20 FEET OF SAID LOT 4;
 TOGETHER WITH:
 THE WEST 6.10 FEET OF THE EAST 13.20 FEET OF THE WEST 150.00 FEET OF SAID LOT 5;
 OF SAID MCGILVRA'S ISLAND ADDITION.
 SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

LOT 3:
 THAT PORTION OF LOTS 3, 4 AND 5 IN BLOCK 6 OF MCGILVRA'S ISLAND ADDITION, AS PER PLAT
 RECORDED IN VOLUME 18 OF PLATS, ON PAGE 58, RECORDS OF KING COUNTY, WASHINGTON,
 DESCRIBED AS FOLLOWS:
 THE WEST 97.07 FEET OF THE SOUTH 50.55 FEET OF LOT 3;
 TOGETHER WITH:
 THE WEST 97.07 FEET OF THE NORTH 53.20 FEET OF LOT 4;
 TOGETHER WITH:
 THE SOUTH 48.39 FEET OF THE NORTH 99.59 FEET OF THE WEST 136.80 FEET OF SAID LOT 4;
 TOGETHER WITH:
 THE WEST 26.80 FEET OF THE EAST 40.00 FEET OF THE WEST 150.00 FEET OF SAID LOT 4,
 EXCEPT THE NORTH 99.59 FEET OF SAID LOT 4;
 TOGETHER WITH:
 THE WEST 26.80 FEET OF THE EAST 40.00 FEET OF THE WEST 150.00 FEET OF LOT 5;
 OF SAID MCGILVRA'S ISLAND ADDITION.
 SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

LEGEND:

- ⊕ FOUND MONUMENT AS NOTED
- FOUND CORNER MONUMENT AS NOTED, SEE SHEET 3 OF 4.
- SET 5/8" X 24" REBAR AND PLASTIC CAP "DRS 45796"
- (M) MEASURED
- (C) CALCULATED



PARCEL AREAS			
PARCEL NO.	ORIGINAL AREA	LLR PARCEL	ADJUSTED AREA
531510-0440	8,501 SF	1	11,508 SF
531510-0448	7,999 SF	2	9,683 SF
531510-0455	25,800 SF	3	21,109 SF



D.R. STRONG CONSULTING ENGINEERS

ENGINEERS PLANNERS SURVEYORS
 600 - 7th AVENUE KIRKLAND, WA 98033
 O 425.837.3063 F 425.837.2423

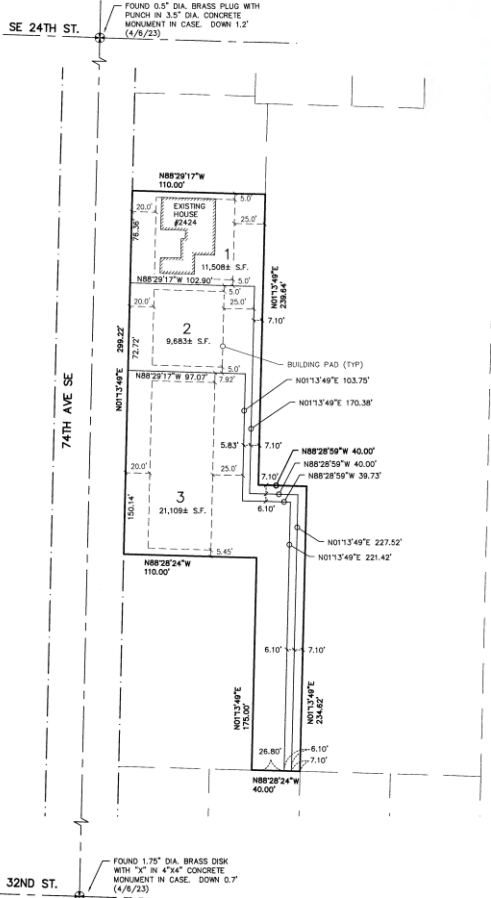
A PORTION OF THE NE 1/4 QTR OF THE NW 1/4 QTR,
 SECTION 12, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M.,
 KING COUNTY, WASHINGTON
 DATE: 08/14/24 SCALE: 1"=50' DRAWN: DAS JOB NO. 23001

Unofficial

CITY OF MERCER ISLAND LOT LINE REVISION SUB23-006

A PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER
 SECTION 12, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M.,
 CITY OF MERCER ISLAND, KING COUNTY, WASHINGTON

RECORDING NO. VOL./PAGE
 503/150



PARCEL AREAS			
PARCEL NO.	ORIGINAL AREA	LLR PARCEL	ADJUSTED AREA
531510-0460	8,501 SF	1	11,508 SF
531510-0458	7,999 SF	2	9,683 SF
531510-0455	25,800 SF	3	21,109 SF

LOT 1 COVERAGE:
 PARCEL NO. 531510-0460
LOT COVERAGE:
 331 S.F. ON-SITE DRIVEWAY
 3,197 S.F. ROOF
 3,528 S.F. TOTAL IMPERVIOUS FOR LOT COVERAGE (30.6%)
 ALLOWABLE LOT COVERAGE 40%
 11,508 S.F. PROPOSED LOT SIZE
HARDSCAPE:
 260 S.F. UNCOVERED WALKWAY
 376 S.F. UNCOVERED DECK
 (5.2% HARDSCAPE)
TOTAL IMPERVIOUS:
 4,184 S.F. TOTAL ON-SITE IMPERVIOUS (36.3%)
 11,508 S.F. LOT

BUILDING PAD NOTE:
 1. EXTENTS OF BUILDING PADS ARE SHOWN BASED OFF OF BUILDING SET BACK LINES, BSDL, MINIMUM DIMENSIONS.



BASIS OF BEARINGS:
 N88°29'52"W BETWEEN THE MONUMENTS FOUND IN PLACE ALONG SE 24TH ST.



D.R. STRONG CONSULTING ENGINEERS
 ENGINEERS PLANNERS SURVEYORS
 600-7th AVENUE KIRKLAND, WA 98033
 O 425.827.3083 F 425.827.2423

A PORTION OF THE NE 1/4 QTR OF THE NW 1/4 QTR,
 SECTION 12, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M.,
 KING COUNTY, WASHINGTON
 DATE: 08/14/24 SCALE: 1"=50' DRAWN: DAS JOB NO. 23001

ALCOPIY

24/276

MERCER ISLAND CARE CENTER MERCER ISLAND LOT LINE REVISION NO. SUB14-011

DECLARATION

WE, THE UNDERSIGNED OWNER(S) IN FEE SIMPLE [AND CONTRACT PURCHASER(S)] OF THE LAND HEREIN DESCRIBED, DO HEREBY MAKE A LOT LINE REVISION THEREOF PURSUANT TO RCW 56.17.060 AND DECLARE THIS LOT LINE REVISION TO BE THE GRAPHIC REPRESENTATION OF THE SAME, AND THAT SAID SHORT SUBDIVISION IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE OWNER(S).

IN WITNESS WHEREOF WE HAVE SET OUR HANDS AND SEALS.

BY: Mary Jane Hynes
SECOND GENERATION PARTNERS, LLC
BY: Mary Jane Hynes
HYNES PROPERTIES, LLC

ACKNOWLEDGEMENTS

STATE OF WASHINGTON }
 } SS.
COUNTY OF KING } King

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT Mary Jane Hynes IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE/SHE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE/SHE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE Managing Partner OF SECOND GENERATION PARTNERS, LLC, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 13th DAY OF May, 2015.

Ludivina B. Garvin
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
PRINTED NAME Ludivina B. Garvin
MY COMMISSION EXPIRES 11/25/2015



STATE OF WASHINGTON }
 } SS.
COUNTY OF KING } King

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT Mary Jane Hynes IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE/SHE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE/SHE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE Managing Partner OF HYNES PROPERTIES, LLC, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 13th DAY OF May, 2015.

Ludivina B. Garvin
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
PRINTED NAME Ludivina B. Garvin
MY COMMISSION EXPIRES 11/25/2015



BASIS OF BEARINGS

CENTERLINE OF SE 24TH STREET BEARS N 89°35'08" W BETWEEN MONUMENTS FOUND.

SURVEYOR'S NOTES

- THE SURVEY SHOWN HEREON WAS PERFORMED IN OCTOBER OF 2014. THE FIELD DATA WAS COLLECTED AND RECORDED ON MAGNETIC MEDIA THROUGH AN ELECTRONIC THEODOLITE. THE DATA FILE IS ARCHIVED ON DISC OR CD. WRITTEN FIELD NOTES MAY NOT EXIST.
- INSTRUMENTATION FOR THIS SURVEY WAS A TRIMBLE ELECTRONIC DISTANCE MEASURING UNIT. PROCEDURES USED IN THIS SURVEY WERE DIRECT AND REVERSE ANGLES. NO CORRECTION NECESSARY. MEETS STATE STANDARDS SET BY WAC 335-150-090.
- SEWER AND WATER UTILITIES FROM PUBLIC SERVICE.
- CHICAGO TITLE COMPANY ORDER NO. 0019926-06, DATED NOVEMBER 12, 2014.

CONDITIONS OF APPROVAL

- THE PROPOSED AND FUTURE DEVELOPMENT OF THIS PROPERTY SHALL COMPLY WITH CURRENT ZONING REGULATIONS OR AS AMENDED AT THE TIME OF DEVELOPMENT.
- ALL FUTURE PERMIT APPLICATIONS CONDUCTED FOR PARCEL A AND PARCEL B DESCRIBED HEREIN, MUST COMPLY WITH THE GEOTECHNICAL REPORT REQUIREMENTS OF MERCER ISLAND CITY CODE 19.07.060 IF APPLICABLE.

CITY OF MERCER ISLAND APPROVALS

EXAMINED AND APPROVED THIS 22nd DAY OF MAY, 2015.
Shana Postall

CODE OFFICIAL

EXAMINED AND APPROVED THIS 21st DAY OF MAY, 2015.
Michael White

CITY ENGINEER

KING COUNTY DEPARTMENT OF ASSESSMENTS

EXAMINED AND APPROVED THIS 21st DAY OF May, 2015.
Lloyd Hara by Allen Walker

ASSESSOR

GeoDimensions
10301 Howe Street, Suite 103, Bellevue, WA 98004
Phone: 425-458-4438 | support@geodimensions.net | www.geodimensions.net



CITY OF MERCER ISLAND SUB14-011
NE 1/4, NW 1/4, SEC 12, T 24N, R 4E, W.M.
MERCER ISLAND CARE CENTER
TAX #5315100457 & 5315100455

RECORDER'S CERTIFICATE

FILED FOR RECD IN BOOK OF EDWIN J. OR: 20150528900006
RECORDER'S CERTIFICATE NO. 15025
EDWIN J. GREEN JR. CERTIFICATE NO. 15025
DATE: 5/11/2015

SURVEYOR'S CERTIFICATE

THIS LOT LINE REVISION CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE APPROPRIATE STATE AND COUNTY STATUTE AND ORDINANCE IN NOVEMBER OF 2014.

REFERENCES

RECORD OF SURVEY VOLUME 43, PAGE 79, RECORDS OF KING COUNTY, WASHINGTON.

JOB NO.:	140548
DATE:	5/1/15
DRAFTED BY:	TLR
CHECKED BY:	EJG/JGM
SCALE:	1" = N/A
	1 OF 3

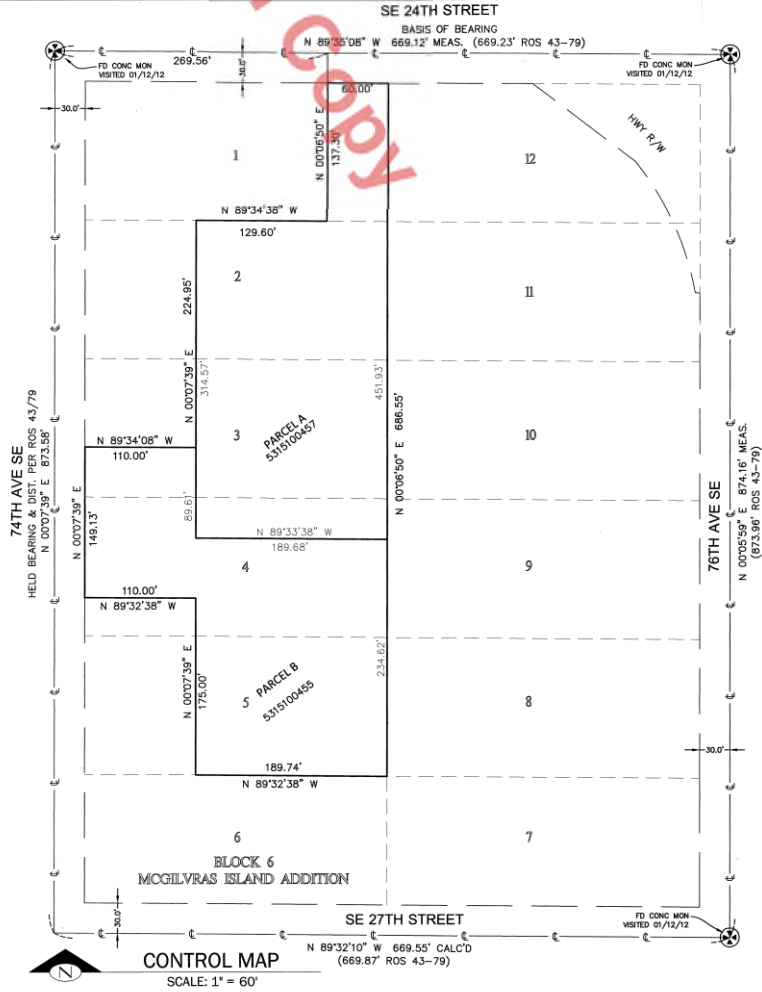
Unofficial

MERCER ISLAND
LOT LINE REVISION NO. SUB14-011

EXISTING LEGAL DESCRIPTIONS

PARCEL A:
THE EAST 60 FEET OF LOT 1, LOTS 2 AND 3,
EXCEPT THE WEST 110 FEET THEREOF, AND
THE NORTH 40 FEET OF LOT 4,
EXCEPT THE WEST 110 FEET THEREOF,
ALL IN BLOCK 6, MCGILVRAS ISLAND ADDITION, ACCORDING TO THE PLAT
THEREOF RECORDED IN VOLUME 16 OF PLATS, PAGE(S) 58, IN KING
COUNTY, WASHINGTON.

PARCEL B:
THE WEST 110 FEET OF LOT 3 AND LOTS 4 AND 5, BLOCK 6, MCGILVRAS
ISLAND ADDITION, ACCORDING TO THE PLAT
THEREOF RECORDED IN VOLUME 16 OF PLATS, PAGE(S) 58, IN KING
COUNTY, WASHINGTON,
EXCEPT THE NORTH 87.67 FEET OF LOT 3, AND
EXCEPT THE NORTH 40 FEET OF LOT 4, EXCEPT THE WEST 110 FEET
THEREOF, AND
EXCEPT THE WEST 110 FEET OF THE SOUTH 175 FEET THEREOF OF LOTS 4
AND 5.



CONTROL MAP
SCALE: 1" = 60'

20150528900006
20150528900006
20150528900006

GeoDimensions
GeoDimensions, Inc. 10800 Main Street, Suite 102, Redmond, WA 98052
support@geodimensions.net phone 425-458-4888 www.geodimensions.net

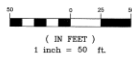


CITY OF MERCER ISLAND SUB14-011
NE 1/4, NW 1/4, SEC 12, T 24N, R 4E, W.M.
MERCER ISLAND CARE CENTER
7445 SE 24TH ST

JOB NO.:	140548
DATE:	5/1/15
DRAFTED BY:	TLR
CHECKED BY:	EJG/JGM
SCALE:	1" = 60'
2 OF 3	

Unofficial

MERCER ISLAND
LOT LINE REVISION NO. SUB14-011



PARCEL AREAS

ORIGINAL PARCEL A = 67,897 SF (1.56 ACRES)
NEW PARCEL A (GROSS) = 103,018 SF (2.36 ACRES)
ACCESS EASEMENTS = 19,773 SF
(NET) = 83,245 SF

ORIGINAL PARCEL B = 60,910 SF (1.40 ACRES)
NEW PARCEL B (GROSS) = 25,789 SF (0.59 ACRES)

IMPERVIOUS CALCS

PARCEL A
EXISTING BLDG=16,945 SF
EXISTING CONCRETE & ASPHALT=30,761 SF
TOTAL=47,706 SF

OLD PARCEL A (70% LOT COVERAGE)
NEW PARCEL A (57% LOT COVERAGE)
NO PROPOSED CHANGES

PARCEL B HAS NO EXISTING IMPERVIOUS SURFACES

LOT DEPTH CALC

PARCEL B
MEAN AVERAGE DISTANCE PERPENDICULAR TO THE FRONT LOT LINE, AT
2-FOOT INTERVALS, EXTENDING THROUGH THE BUILDING PAD TO THE REAR
LOT LINE = 126.26 FEET

NEW LEGAL DESCRIPTIONS

PARCEL A
THE EAST 60.00 FEET OF LOT 1 AND LOTS 2 THROUGH 5, INCLUSIVE,
BLOCK 6, MCGILVERA'S ISLAND ADDITION, ACCORDING TO THE PLAT THEREOF
RECORDED IN VOLUME 16 OF PLATS, PAGE(S) 58, IN KING COUNTY,
WASHINGTON;

EXCEPT THE WEST 110.00 FEET OF SAID LOTS 2 AND 3;

EXCEPT THE WEST 110.00 FEET OF THE NORTH 40.00 FEET OF LOT 4;

EXCEPT THE WEST 150.00 FEET OF THAT PORTION OF SAID LOTS 4 AND 5,
DESCRIBED AS FOLLOWS:

LOTS 4 AND 5, BLOCK 6, MCGILVERA'S ISLAND ADDITION, ACCORDING TO THE
PLAT THEREOF RECORDED IN VOLUME 16 OF PLATS, PAGE(S) 58, IN KING
COUNTY, WASHINGTON, EXCEPT THE NORTH 40.00 FEET OF SAID LOT 4;

PARCEL B
THE WEST 110.00 FEET OF LOT 3 THE WEST 150.00 FEET OF LOTS 4 AND
5, BLOCK 6, MCGILVERA'S ISLAND ADDITION, ACCORDING TO THE PLAT
THEREOF RECORDED IN VOLUME 16 OF PLATS, PAGE(S) 58, IN KING
COUNTY, WASHINGTON;

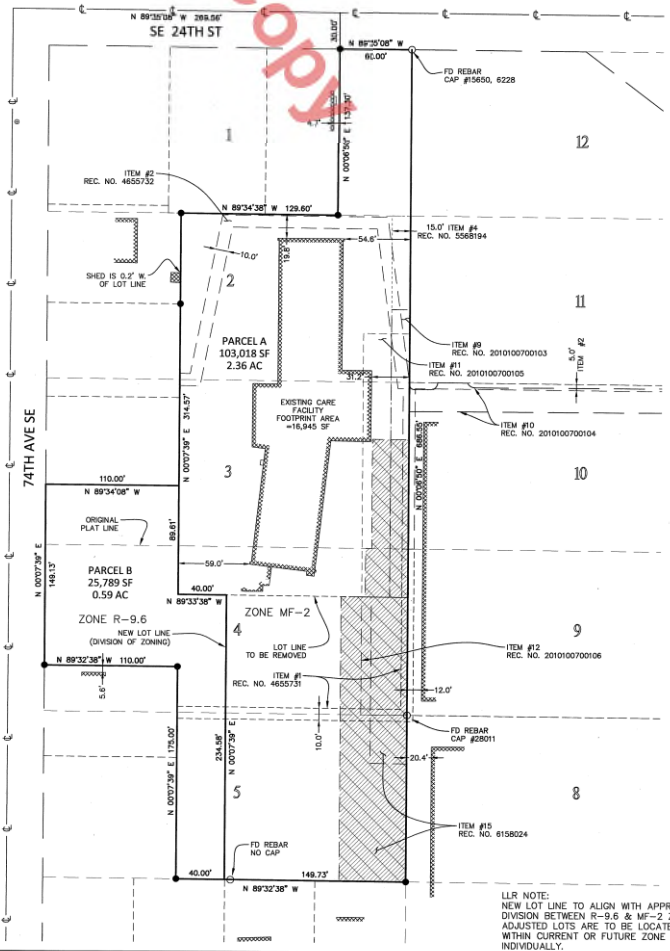
EXCEPT THE NORTH 87.67 FEET OF SAID LOT 3;

EXCEPT THE EAST 40.00 FEET OF THE WEST 150.00 FEET OF THE NORTH
40.00 FEET OF SAID LOT 4;

EXCEPT THE WEST 110.00 FEET OF THE SOUTH 175 FEET THEREOF OF LOTS
4 AND 5.

LEGEND

- ▬ BUILDING
- MONUMENT IN CASE (FOUND)
- REBAR AS NOTED--FOUND
- REBAR & CAP--SET (LS# 150223)
- - - SEWER EASEMENT REC. #4655731 (ITEM #1)
- - - SEWER EASEMENT REC. #4655732 (ITEM #2)
- - - ACCESS EASEMENT REC. #5568194 (ITEM #4)
- - - ACCESS EASEMENT REC. #2010100700103 (ITEM #9)
- - - ACCESS EASEMENT REC. #2010100700104 (ITEM #10)
- - - TEMPORARY CRANE BOOM EASEMENT REC. #2010100700105 (ITEM #11)
- - - TEMPORARY CRANE BOOM EASEMENT REC. #2010100700106 (ITEM #12)
- - - COVENANTS, CONDITIONS AND RESTRICTIONS REC. #2158024 (ITEM #15)



LLS NOTE:
NEW LOT LINE TO ALIGN WITH APPROXIMATE
DIVISION BETWEEN R-9.6 & MF-2 ZONES.
ADJUSTED LOTS ARE TO BE LOCATED ENTIRELY
WITHIN CURRENT OR FUTURE ZONE DESIGNATIONS
INDIVIDUALLY.



CITY OF MERCER ISLAND SUB14-011
NE 1/4, NW 1/4, SEC 12, T. 24N, R. 4E, W.M.
MERCER ISLAND CARE CENTER
7445 SE 24TH ST

JOB NO.:	140548
DATE:	5/1/15
DRAFTED BY:	TLR
CHECKED BY:	EJG/JGM
SCALE:	1" = 50'
3 OF 3	

20150528000006
MERCER ISLAND, WA 98040
MAY 11 2015 10:11 AM

Record Date:4/12/2024 10:39 AM

King County, WA

AFTER RECORDING, MAIL TO:

City of Mercer Island, Attn: _____

9611 SE 36th Street

Mercer Island, WA 98040

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This Indemnification and Hold Harmless Agreement Not to Sue ("Agreement") is effective this 2nd day of April, 2024. 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)").

BV HOMES LLC

A. The applicant(s) is/are the Owner(s) of the real property situated in the City of Mercer Island located at 2436 74TH AVE SE, 98040.

B. The Legal Description of the real property ("Property") is as follows:
MC GILVRAS ISLAND ADD PCL B MERCER ISLAND LLR# SUB 14-011 REC#20150528900006 SD LLR
BEING POR LOTS 1 THRU 5 SD BLK 6
PLat Block: 6
Plat Lot: 3-4-5

[If not enough space, attach separate sheet labeled Exhibit A.]

C. The Parcel Number of the Property is as follows: 5315100455.

D. The applicant Owner(s) has/have applied to the City for a BUILDING permit which bears MAIN PERMIT NO. 2310-009 for the purpose of: BUILDING A SINGLE FAMILY RESIDENCE ON A VACANT LOT WITHIN A CRITICAL AREA

This agreement applies to all related permits issued, and/or amended at any time in the future, pursuant to this Main Permit.

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 Building 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.

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. (For circumstances related to activity in critical areas listed in (E)(1))

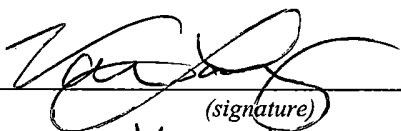
4. INSPECTION. The City's inspection or acceptance of any of the Owner's construction or other work either during construction or when completed shall not be grounds to avoid any of the obligations of this Agreement.

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 2nd day of April, 2024.

OWNER:

BV Homes LLC
(name of corporation, partnership, etc.)

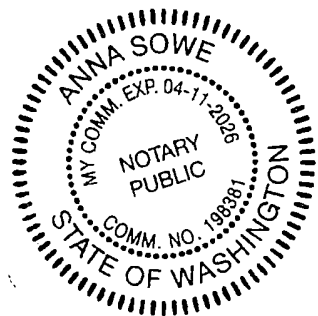
By: 
(signature)
Name: Vann Lantz
(please print)
Title: Member
(please print)

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

I certify that I know or have satisfactory evidence that Vann Lantz

(is/are) the person(s) who appeared before me and said person(s) acknowledged that (he/she/they) signed this instrument, on oath stated that (he/she/they) (was/were) authorized to execute the instrument and acknowledged it as the Member of BU Homes LLC, to be the free and voluntary act of such party for the uses and purposes therein mentioned in the instrument.

Given under my hand and seal the 2nd day of April 2024.



[Signature]
Notary Public in and for the State of Washington
Lynnwood
Printed Name ANNA SOWE
My Appointment Expires 04-11-2026

Instrument Number: 20171003001449 Document:AG Rec: \$80.00 Page-1
Record Date:10/3/2017 2:34 PM
King County, WA



20171003001449

AGREEMENT Rec: \$80.00
10/3/2017 2:34 PM
KING COUNTY, WA

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

David Henderson, Permit Coordinator
206 275 7705

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This Indemnification and Hold Harmless Agreement Not to Sue ("Agreement") is effective this 18th day of July, 2017. 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)").

HYNES PROPERTIES LLC

A. The applicant(s) is/are the Owner(s) of the real property situated in the City of Mercer Island located at _____.

B. The Legal Description of the real property ("Property") is as follows:
SEE ATTACHMENT(S) LABELED EXHIBIT A & EXHIBIT B FOR RESPECTIVE LEGAL DESCRIPTION(S).

[If not enough space, attach separate sheet labeled Exhibit A.]

C. The Parcel Number of the Property is as follows: 531510-0455;531510458.

D. The applicant Owner(s) has/have applied to the City for a Tree permit which bears MAIN PERMIT NO. 1707-025;1707-026 for the purpose of: Removal of cottonwood tress on parcel numbers 5315100455 & 5315100458.

This agreement applies to all related permits issued, and/or amended at any time in the future, pursuant to this Main Permit.

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 Liquefaction

2. Adjacency of permitted activity to roadways or structures

Alternate materials, methods of design or methods of construction will be used (alternate to International Building 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.

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. (For circumstances related to activity in critical areas listed in (E)(1))

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 18th day of July, 2017.

OWNER:

Hynes Properties LLC
(name of corporation, partnership, etc.)

By: Mary Jane Hynes
(signature)

Name: MARY JANE Hynes
(please print)

Title: managing partner
(please print)

EXHIBIT A

Lot 9, Block 6, McGilvra's Island Addition to Mercer Island, Washington; and,

Lot 10, Block 6, McGilvra's Island Addition to Mercer Island, Washington; and,

That portion of Lots 3 and 4 in Block 6 of McGilvra's Island Addition as per plat recorded in Volume 16 of Plats on Page 58 Records of King County described as follows:

Beginning at the northwest corner of Lot 2 in said Block 6; thence south along the west line thereof 225 feet to the true point of beginning; thence east parallel with the north line of said Lot 2, a distance of 110 feet; thence south parallel with the west line of said Block 6, a distance of 150 feet; thence west parallel to the south line of said Block 6, a distance of 110 feet; thence north 150 feet to the true point of beginning; and,

The south ninety-seven and thirty-three one hundredths (97.33) feet of Lot 4, excluding the west one hundred ten (110) feet thereof, in Block 6, McGilvra's Island Addition to Mercer Island, Washington, as per plat recorded in Volume 16 of Plats, on Page 58, records of King County, Washington; and

Lot 5, excluding the west one hundred ten (110) feet thereof, in Block 6, McGilvra's Island Addition to Mercer Island, Washington, as per plat recorded in Volume 16 of Plats, on Page 58, records of King County, Washington; and;

Lot 3, Block 6 of McGilvra Island Addition; So. 72.72 feet of the No. 87.67 feet of the west 110 feet. City of Mercer Island.

APPROVED BY AEGIS LIVING 7-14-17



EXHIBIT B

Exhibit 3

Parcel "B" - Before the conveyance

The West 110 feet of Lot 3 and Lots 4 and 5, block 6, McGilvra's Island addition, according to the Plat thereof recorded in Volume 16 of Plats, Page(s) 58, in King County, Washington.

Except the North 87.67 feet of Lot 3, and

Except the North 40 feet of Lot 4, Except the West 110 feet thereof, and

Except the West 110 feet of the South 175 feet thereof of Lots 4 and 5;

Parcel "B" - After the conveyance

The West 110.00 feet of Lot 3 the West 150.00 feet of lots 4 and 5, Block 6, McGilvra's Island Addition, according to the Plat thereof recorded in Volume 16 of Plats, Page(s) 58, in King County, Washington.

Except the North 87.67 feet of said Lot 3.

Except the East 40.00 feet of the West 150.00 feet of the North 40.00 feet of said Lot 4;

Except the West 110.00 feet of the South 175 feet thereof of Lots 4 and 5.

APPROVED BY AEGIS LIVING 7-14-17



Page # 1

Exhibit 2

Parcel "A" - Before the conveyance

The East 60 feet of Lot 1, Lots 2 and 3, Except the West 110 feet thereof; and the North 40 feet of Lot 4, Except the West 110 feet thereof; all in Block 6, McGilvra's Island addition, according to the Plat thereof recorded in Volume 16 of Plats, Page(s) 58, in King County, Washington

Parcel "A" - After the conveyance:

The East 60.00 feet of Lot 1 and Lots 2 through 5, inclusive, Block 6, McGilvra's Island addition, according to the Plat thereof recorded in Volume 16 of Plats, Page(s) 58, in King County, Washington.

Except the West 110.00 feet of said Lots 2 and 3;

Except the West 110.00 feet of the North 40.00 feet of Lot 4.

Except the West 150.00 feet of that portion of said Lots 4 and 5, described as follows:

Lots 4 and 5, Block 6, McGilvra's Island addition, according to the Plat thereof recorded in Volume 16 of Plats, Page(s) 58, in King County, Washington, Except the North 40.00 feet of said Lot 4

PAGE #2