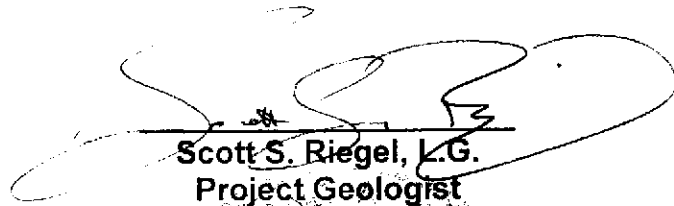


**Earth
Solutions
NW_{LLC}**

2881 - 152ND AVENUE N.E., REDMOND, WA
425.284.3300 FAX 425.284.3300
TOLL FREE 866.336.8710

PREPARED FOR
Seattle Redevelopment, LLC

April 13, 2006


Scott S. Riegel, L.G.
Project Geologist



~~Expires 7 29 2006~~
Raymond A. Coglas, P.E.
Principal

THE WASHINGTON STATE DEPARTMENT OF
TRANSPORTATION

MAY - 4 2006

RECEIVED

GEOTECHNICAL ENGINEERING STUDY
LINDBERG PLAT
DUVALL AVENUE SOUTHEAST AND
NORTHEAST 2ND STREET
RENTON, WASHINGTON

ES-0406

Earth Solutions NW, LLC
2881 – 152nd Avenue Northeast, Redmond, Washington 98052
Ph: 425-284-3300 Fax: 425-284-2855
Toll Free: 866-336-8710

Important Information About Your Geotechnical Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

The following information is provided to help you manage your risks.

Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical engineering study conducted for a civil engineer may not fulfill the needs of a construction contractor or even another civil engineer. Because each geotechnical engineering study is unique, each geotechnical engineering report is unique, prepared *solely* for the client. No one except you should rely on your geotechnical engineering report without first conferring with the geotechnical engineer who prepared it. *And no one — not even you — should apply the report for any purpose or project except the one originally contemplated.*

Read the Full Report

Serious problems have occurred because those relying on a geotechnical engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

A Geotechnical Engineering Report Is Based on A Unique Set of Project-Specific Factors

Geotechnical engineers consider a number of unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical engineering report that was:

- not prepared for you,
- not prepared for your project,
- not prepared for the specific site explored, or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light industrial plant to a refrigerated warehouse,

- elevation, configuration, location, orientation, or weight of the proposed structure,
- composition of the design team, or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes—even minor ones—and request an assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

Subsurface Conditions Can Change

A geotechnical engineering report is based on conditions that existed at the time the study was performed. *Do not rely on a geotechnical engineering report whose adequacy may have been affected by: the passage of time; by man-made events, such as construction on or adjacent to the site; or by natural events, such as floods, earthquakes, or groundwater fluctuations. Always* contact the geotechnical engineer before applying the report to determine if it is still reliable. A minor amount of additional testing or analysis could prevent major problems.

Most Geotechnical Findings Are Professional Opinions

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ—sometimes significantly—from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide construction observation is the most effective method of managing the risks associated with unanticipated conditions.

A Report's Recommendations Are *Not* Final

Do not overrely on the construction recommendations included in your report. *Those recommendations are not final*, because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations only by observing actual

subsurface conditions revealed during construction. *The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's recommendations if that engineer does not perform construction observation.*

A Geotechnical Engineering Report Is Subject to Misinterpretation

Other design team members' misinterpretation of geotechnical engineering reports has resulted in costly problems. Lower that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Contractors can also misinterpret a geotechnical engineering report. Reduce that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing construction observation.

Do Not Redraw the Engineer's Logs

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

Give Contractors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can make contractors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give contractors the complete geotechnical engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise contractors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure contractors have sufficient time to perform additional study.* Only then might you be in a position to give contractors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

Read Responsibility Provisions Closely

Some clients, design professionals, and contractors do not recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that

have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations" many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Geoenvironmental Concerns Are Not Covered

The equipment, techniques, and personnel used to perform a *geoenvironmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical engineering report does not usually relate any geoenvironmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; ***none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention. Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.***

Rely on Your ASFE-Member Geotechnical Engineer for Additional Assistance

Membership in ASFE/The Best People on Earth exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit for everyone involved with a construction project. Confer with you ASFE-member geotechnical engineer for more information.



8811 Colesville Road/Suite G106, Silver Spring, MD 20910
Telephone: 301/565-2733 Facsimile: 301/589-2017
e-mail: info@asfe.org www.asfe.org

Copyright 2004 by ASFE, Inc. Duplication, reproduction, or copying of this document, in whole or in part, by any means whatsoever, is strictly prohibited, except with ASFE's specific written permission. Excerpting, quoting, or otherwise extracting wording from this document is permitted only with the express written permission of ASFE, and only for purposes of scholarly research or book review. Only members of ASFE may use this document as a complement to or as an element of a geotechnical engineering report. Any other firm, individual, or other entity that so uses this document without being an ASFE member could be committing negligent or intentional (fraudulent) misrepresentation.



Earth Solutions NW LLC

- Geotechnical Engineering
- Construction Monitoring
- Environmental Sciences

April 13, 2006
ES-0406

Seattle Redevelopment, LLC
P.O. Box 2566
Renton, Washington 98056

Attention: Mr. Mark Rousso

Dear Mr. Rousso:

Earth Solutions NW, LLC (ESNW) is pleased to present this report titled "Geotechnical Engineering Study, Lindberg Plat, Duvall Avenue Southeast and Northeast 2nd Street, Renton, Washington".

Based on results of our fieldwork, the site is underlain primarily by native soils consisting of loose to very dense silty sand with gravel. Groundwater seepage was encountered in the southeastern portion of the site, primarily confined to the relatively shallow contact between weathered and unweathered soil units. As such, localized perched zones of groundwater seepage could be encountered during site grading operations, depending of the time of year and depth of excavations.

In our opinion, the proposed residential structures can be supported on competent or recompacted native soils or structural fill used to modify existing site grades, as appropriate. We anticipate competent native soil capable of providing adequate foundation support will be encountered at depths of between two to four feet below existing grades. Where loose or unsuitable soil conditions are exposed at foundation subgrade elevations, compaction of the soils to the specifications of structural fill, or overexcavation and replacement with structural fill, may be necessary.

The opportunity to be of service to you is appreciated. If you have any questions regarding the content of this geotechnical engineering study, please call.

Sincerely,

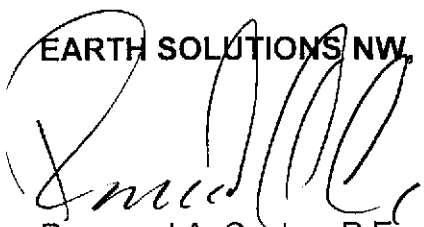
EARTH SOLUTIONS NW, LLC

Raymond A. Coglas, P.E.
Principal

TABLE OF CONTENTS

ES-0406

	<u>PAGE</u>
<u>INTRODUCTION</u>	1
<u>General</u>	1
<u>Project Description</u>	2
<u>Surface</u>	2
<u>Subsurface</u>	3
Geologic Setting	
<u>Groundwater</u>	4
<u>DISCUSSION AND RECOMMENDATIONS</u>	4
<u>General</u>	4
<u>Site Preparation and Earthwork</u>	5
In-situ Soils	5
Structural Fill Placement	5
<u>Excavations and Slopes</u>	6
<u>Detention Pond Recommendations</u>	6
<u>Rockerries and Modular Block Walls</u>	7
<u>Utility Trench Backfill</u>	7
<u>Pavement Sections</u>	7
<u>Foundations</u>	8
<u>Slab-on-Grade Floors</u>	8
<u>Retaining Walls</u>	9
<u>Drainage</u>	9
<u>Seismic Considerations</u>	10
<u>LIMITATIONS</u>	10
<u>Additional Services</u>	10

TABLE OF CONTENTS

Cont'd

ES-0406

GRAPHICS

PLATE 1	VICINITY MAP
PLATE 2	TEST PIT LOCATION PLAN
PLATE 3	RETAINING WALL DRAINAGE DETAIL
PLATE 4	FOOTING DRAIN DETAIL

APPENDICES

Appendix A	Field Exploration Field Logs
Appendix B	Laboratory Test Data Sieve Analyses

**GEOTECHNICAL ENGINEERING STUDY
LINDBERG PLAT
DUVALL AVENUE SOUTHEAST AND
NORTHEAST 2ND STREET
RENTON, WASHINGTON**

ES-0406

INTRODUCTION

General

This geotechnical engineering study was prepared for the proposed Lindberg Plat residential development to be constructed at the northeast intersection of Duvall Avenue Southeast and Northeast 2nd Street in Renton, Washington. The purpose of this study was to excavate a series of test pits throughout the site to characterize soil and groundwater conditions, perform appropriate geotechnical analyses and develop geotechnical recommendations for the proposed development. Our scope of services for completing this geotechnical engineering study included the following:

- Excavating a series of test pits throughout the subject property using a rubber tired backhoe for purposes of characterizing the soil and groundwater conditions;
- Providing geotechnical recommendations for earthwork, structural fill requirements, pavements, and drainage facilities;
- Assessing the suitability of site soils for use as structural fill;
- Providing recommendations for soil bearing capacity, subgrade preparation, and recommendations for foundation support, and;
- Providing additional geotechnical recommendations, as appropriate.

The following documents were reviewed as part of preparing this Geotechnical Engineering Study:

- Lindberg Plat, Sheet 1 of 1 prepared by Centre Pointe Surveying, dated 3/26/06;
- Composite geologic map of the King Area, Booth, D.B., Cox, B.F., Troost, K.G. and Shinel, S.A., University of Washington, Seattle Area Geologic Mapping Project, 2004, and;
- King County Soil Survey (SCS).

Project Description

We understand the site will be redeveloped with up to forty-nine single-family residences, access roads, and infrastructure improvements. Due to the shallow topographic relief throughout the site, we anticipate minimal grading consisting of cuts and fills of less than approximately five feet will be required to achieve design elevations. We anticipate the mass grading at this site will largely use a balanced approach, with cut soils utilized elsewhere on-site as structural fill.

The proposed residential structures will likely consist of relatively lightly loaded wood framing supported on conventional foundations. We anticipate the majority of the residential structures will incorporate crawl space and slab-on-grade garage floors. Based on our experience with similar developments, we anticipate wall loads on the order of 2 kips per lineal foot and slab-on-grade loading of one hundred fifty pounds per square foot (psf).

Stormwater generated from site development will be directed to two detention ponds located in the southeastern portion of the site within topographic low areas as designated Tract A Drainage and Tract B Drainage on the referenced site plan. The detention ponds will likely be constructed utilizing a combination of native cuts and compacted fill berms.

If the above design assumptions are incorrect or change, ESNW should be contacted to review the recommendations in this report. ESNW should review the final design to verify that our geotechnical recommendations have been incorporated into the plans.

Surface

The site is located in the northeast intersection of Duvall Avenue Northeast and Northeast 2nd Street in Renton, Washington. The approximate location of the subject property is illustrated on the Vicinity Map (Plate 1). The site consists of an irregularly shaped property with a gross area of approximate 8.3 acres that includes seven separate tax parcels. The approximate limits of the property are illustrated on the Test Pit Location Plan (Plate 2).

The property is developed with a series of residential buildings which will be removed as part of the planned development and is surrounded by residential properties.

The overall site topography gently descends to the east, with variable gradients on the order of five to ten percent. Based on our review of the referenced site plan, overall vertical relief throughout the site is on the order fourteen feet.

Vegetation throughout the site consists primarily of forested areas, with areas of blackberry brambles and sparse areas of both sapling and mature deciduous trees and relatively mature landscaping surrounding the existing residential structures.

Subsurface

A total of four test pits were excavated throughout the subject site for purposes of assessing soil conditions, and for characterizing and classifying the site soils. Our test pit locations were largely controlled by the presence of existing structures, underground utilities and relatively extensive site development. However, our subsurface explorations revealed relatively consistent soil and groundwater conditions throughout the site. Please refer to the test pit logs provided in Appendix A for a more detailed description of the subsurface conditions.

Topsoil was encountered at all of the test sites and was on the order of six to ten inches thick. However, based on the variable topography throughout the site, deeper areas of topsoil may be encountered during mass grading activities. Topsoil is not suitable for foundation or pavement support, and should not be mixed with soil to be used as structural fill. The topsoil can be considered for use in landscape or non-structural areas, if desired. The geotechnical engineer should observe stripping operations, and provide supplement recommendations for stripping depths, as appropriate.

Extensive areas of fill were not encountered during the fieldwork for the referenced report. However, due to the existing level of development, isolated areas of fill may be encountered during excavations.

Underlying the topsoil, native soils were encountered consisting primarily of silty sand and silty sand with gravel soils (Unified Soil Classification SM). Underlying the loose weathered soils, medium dense to very dense silty sand and silty sand with gravel (SM) was encountered extending to the maximum exploration depths at our test sites.

Geologic Setting

Our review of the referenced geologic map identifies glacially consolidated till deposits (Qvt) throughout the site and surrounding area. Till soils consist primarily of a non-sorted mixture of compact silt, sand and gravel and are in a consolidated condition at depth.

The King County Soil Survey (SCS) indicates the presence of Alderwood gravelly sandy loam, six to fifteen percent slopes (AgC) glacial till deposits throughout the majority of the site. The SCS describes these soils as having slow to moderate runoff with a moderate erosion hazard.

The soil conditions encountered during our fieldwork generally correlate with the geologic map designations and the SCS classification.

Groundwater

Groundwater seepage at the time of the fieldwork (April 2006) was encountered at three feet in test site TP-1 and was confined primarily to the contact between the weathered soil and unweathered soil horizon. Due to the anticipated grading for the site, the presence of groundwater seepage should be anticipated in the deeper site excavations, particularly for the proposed detention pond, where seepage levels were relatively high and shallow. Groundwater seepage rates and elevations fluctuate depending on many factors, including precipitation duration and intensity, the time of year, and soil conditions. In general, groundwater flow rates are higher during the wetter, winter months.

DISCUSSION AND RECOMMENDATIONS

General

Based on the results of our study, construction of the proposed residential development is feasible from a geotechnical standpoint. The primary geotechnical considerations associated with the proposed development include site grading and earthwork, detention pond construction, foundation support, structural fill placement, appropriate erosion control and the suitability of the on-site soils for use as structural fill.

Based on the results of our study, the proposed residential structures can be supported on conventional spread and continuous foundations bearing on competent native soils or structural fill, as appropriate. We anticipate competent soil capable of providing adequate foundation support will be encountered at depths of approximately two to four feet below existing grades. Where loose or unsuitable soil conditions are exposed at foundation subgrade elevations, compaction of the soils to the specifications of structural fill, or overexcavation and replacement with structural fill may be necessary.

In our opinion, the soils generated from cuts throughout the site should generally be suitable for use as structural fill provided they are close to optimum moisture. The silty sand and silty sand with gravel soils encountered at the majority of the exploration sites will generally exhibit good soil strength when compacted to structural fill specifications.

The presence of groundwater seepage in deeper utility and site excavations should be anticipated. Supplemental recommendations for controlling groundwater seepage should be provided by the geotechnical engineer during the grading activities, as appropriate. However, based on the data obtained from the test sites, and our overall characterization of subsurface conditions, extensive site dewatering will likely not be necessary for the proposed site development.

This study has been prepared for the exclusive use of Seattle Redevelopment, LLC, and their representatives. No warranty, expressed or implied, is made. This study has been prepared in a manner consistent with the level of care and skill ordinarily exercised by other members of the profession currently practicing under similar conditions in this area.

Site Preparation and Earthwork

The primary geotechnical considerations during the proposed site preparation and earthwork activities will involve structural fill placement and compaction, site drainage and erosion control, and detention pond construction.

In-situ Soils

From a geotechnical standpoint, the silty sand and sand soils encountered at the test sites are generally suitable for use as structural fill. Due to the generally granular nature of the native soils, use of these soils throughout the structural fill and permanent fill slope areas of the site is feasible from a geotechnical standpoint. The moisture sensitivity of the native soils can be generally characterized as moderate to high. Because the native soils are moderately to highly sensitive to moisture, successful use of the on-site soils will largely be dictated by the moisture content of the soils at the time of placement and compaction. Soils encountered during site excavations that are excessively over the optimum moisture content may require moisture conditioning prior to placement and compaction. Conversely, if the native soils are found to be dry at the time of placement, moisture conditioning through the application of water may be necessary prior to compacting the soil.

If the on-site soils cannot be successfully compacted, the use of an imported soil may be necessary. Imported soil intended for use as structural fill should consist of a well graded granular soil with a maximum aggregate grain size of four inches, and a moisture content that is at or near the optimum level. During wet weather conditions, imported soil intended for use as structural fill should consist of a well graded granular soil with a fines content of five percent or less defined as the percent passing the #200 sieve, based on the minus three-quarter inch fraction.

Structural Fill Placement

In general, areas to receive structural fill should be sufficiently stripped of organic matter and other deleterious material. The observed topsoil layer throughout the majority of the site is relatively thin, but is also moderately compressible in its present condition. As such, the geotechnical engineer should observe cleared and stripped areas of the site prior to structural fill placement.

Structural fill is defined as compacted soil placed in foundation, slab-on-grade, and roadway areas. Fills placed to construct permanent slopes and throughout retaining wall and utility trench backfill areas are also considered structural fill. Soils placed in structural areas should be compacted to a relative compaction of ninety percent, in general accordance with the maximum dry density as determined by the Modified Proctor Method (ASTM D-1557-02) and placed in maximum twelve inch lifts. In pavement areas, the upper twelve inches of the structural fill should be compacted to a relative compaction of at least ninety-five percent and be in stable non yielding condition.

Excavations and Slopes

The Federal and state Occupation Safety and Health Administration (OSHA/WISHA) classifies soils in terms of minimum safe slope inclinations. Based on the soil conditions encountered during our fieldwork, the site soils encountered to depths of up to four feet would be classified by OSHA/WISHA as Type C. Temporary slopes over four feet in height in Type C soils should be sloped no steeper than 1.5H:1V (Horizontal:Vertical). The site soils encountered to depths of greater than four feet would generally be classified by OSHA/WISHA as Type A and B. Temporary slopes over four feet in height in Type A and Type B soils should be sloped at an inclination no steeper than 0.75H:1V and 1H:1V, respectively. If appropriate slopes cannot be achieved, temporary shoring may be necessary to support the excavations.

Permanent slopes should maintain a gradient of 2H:1V, or flatter, and should be planted with an appropriate species of vegetation to enhance stability and to minimize erosion.

The geotechnical engineer should observe temporary and permanent slopes to verify that the inclination is appropriate, and to provide additional grading recommendations, as necessary.

Detention Pond Recommendations

We understand two stormwater detention ponds will be constructed in the southeastern portion of the site. The detention ponds will likely utilize both native cuts and compacted fill berms for construction.

Based on the results of our laboratory analyses, the native silty sand soils in the upper approximately four feet have fines contents of approximately twenty-seven percent. The silty sand soils below approximately four feet have fines contents of between twenty-two to forty-one percent. In accordance with the King County Surface Water Design Manual, silty sand soils with greater than twenty-five percent fines are generally considered suitable for use as a compacted till liner. Based on our observations, soils suitable for use as a compacted till liner should be encountered in the site excavations. A compacted glacial till liner should be at least eighteen inches thick and should be placed slightly above optimum moisture content. Compacted till liners should be compacted to ninety-five percent of relative compaction.

We will work with the contractor to achieve appropriate compacted till liner recommendations, based on the soils encountered during the mass grading. If soils suitable for use as a compacted till liner cannot be generated on-site, then a soil meeting the specifications for a glacial till liner may need to be imported.

Rockerries and Modular Block Walls

In our opinion, the use of rockeries or modular block walls at this site is feasible from a geotechnical standpoint. Rockeries or modular block walls over four feet in height will require an engineered design. ESNW can provide engineered rockery and modular block wall designs, upon request. The geotechnical engineer should review the final wall alignments and wall heights with respect to the proposed site grading.

Utility Trench Backfill

In our opinion, the soils observed at the test sites are generally suitable for support of utilities. Organic or highly compressible soils encountered in the trench excavations should not be used for supporting utilities. In general, the native soils observed at the test sites should generally be suitable for use as structural backfill in the utility trench excavations, provided the soil is at or near the optimum moisture content at the time of placement and compaction. Moisture conditioning of the soils may be necessary at some locations prior to use as structural fill. Utility trench backfill should be placed and compacted to the specifications of structural fill provided in this report, or to the applicable specifications of the City of Renton, as appropriate.

Pavement Sections

The performance of site pavements is largely related to the condition of the underlying subgrade. To ensure adequate pavement performance, the subgrade should be in a firm and unyielding condition when subjected to proofrolling with a loaded dump truck. Structural fill in pavement areas should be compacted to the specifications detailed in the *Site Preparation and Earthwork* section of this report. It is possible that soft, wet, or otherwise unsuitable subgrade areas may still exist after base grading activities. Areas of unsuitable or yielding subgrade will require remedial measures such as overexcavation and thicker crushed rock or structural fill sections prior to pavement.

For relatively lightly loaded pavements subjected to automobiles and occasional truck traffic, the following pavement sections can be considered:

- Two inches of asphalt concrete (AC) placed over four inches of crushed rock base (CRB), or;
- Two inches of AC placed over three inches of asphalt treated base (ATB).

The AC, ATB and CRB materials should conform to WSDOT specifications.

Heavier truck-traffic areas generally require thicker pavement sections depending on site usage, pavement life expectancy, and site traffic. ESNW can provide appropriate pavement section design recommendations for truck traffic areas and right-of-way improvements, as necessary. Additionally, the city of Renton Road Standards may supersede the recommendations provided in this report.

Foundations

Residential structures for this site can be supported on conventional spread and continuous foundations bearing on competent native soils or structural fill, as appropriate. We anticipate competent native soil suitable for support of foundations will generally be exposed at depths of between two to four feet. Where loose or unsuitable soil conditions are exposed at foundation subgrade elevations, compaction of the soils to the specifications of structural fill, or overexcavation and replacement with structural fill may be necessary.

Assuming the foundations are supported on competent, undisturbed native soils or suitable structural fill, the following parameters should be used for foundation design:

- Allowable Soil Bearing Capacity 2,500 psf
- Friction 0.40
- Passive Resistance 350 pcf (equivalent fluid)

For short term wind and seismic loading, a one-third increase in the allowable soil bearing capacity can be assumed. A factor-of-safety of 1.5 has been applied to the friction and passive resistance values.

With structural loading as expected, total settlement in the range of one inch is anticipated, with differential settlement of about one-half inch or less. The majority of the settlements should occur during construction, as dead loads are applied.

Slab-On-Grade Floors

Slab-on-grade floors for the proposed buildings should be supported on a firm and unyielding subgrade consisting of competent native soil or structural fill. Unstable or yielding areas of the subgrade should be recompacted or overexcavated and replaced with suitable structural fill prior to construction of the slab. A capillary break consisting of a minimum of four inches of free draining crushed rock or gravel should be placed below the slab. The free draining material should have a fines content of five percent or less (percent passing the #200 sieve, based on the minus three-quarter inch fraction). In areas where slab moisture is undesirable, installation of a vapor barrier below the slab should be considered.

Retaining Walls

If retaining wall will be utilized at this site, they should be designed to resist earth pressures and any applicable surcharge loads. For design, the following parameters can be assumed for retaining wall design:

- Active Earth Pressure (Yielding Wall) 35 pcf (equivalent fluid)
- At-Rest Earth Pressure (Restrained Wall) 50 pcf
- Traffic Surcharge (Passenger Vehicles) 70 psf (rectangular distribution)
- Passive Resistance 350 pcf (equivalent fluid)
- Coefficient of Friction 0.40

Additional surcharge loading from foundations, sloped backfill, or other loading should be included in the retaining wall design, as appropriate. Drainage should be provided behind retaining walls such that hydrostatic pressures do not develop. If drainage is not provided, hydrostatic pressures should be included in the wall design, as appropriate. ESNW should review retaining wall designs to verify that appropriate earth pressure values and drainage have been incorporated into design, and to provide additional recommendations, as necessary.

Retaining walls should be backfilled with free draining material that extends along the height of the wall, and a distance of at least eighteen inches behind the wall. The upper one foot of the wall backfill can consist of a less permeable (surface seal) soil, if desired. A rigid, perforated drain pipe should be placed along the base of the wall, and connected to an appropriate discharge location. A typical retaining wall and drainage detail is illustrated on Plate 3 of this report. Other drainage methods may be considered, and recommended by ESNW, as appropriate.

Drainage

Isolated groundwater seepage was observed at the time of our fieldwork (April 2006). As such, localized perched zones of groundwater seepage could be encountered in the site excavations, particularly during the wetter winter months. Temporary measures to control groundwater seepage and surface water runoff during construction would likely involve interceptor trenches and sumps, as necessary.

In our opinion, perimeter drains should be installed at or below the invert of the building footings. A typical footing drain detail is provided on Plate 4 of this report.

Seismic Considerations

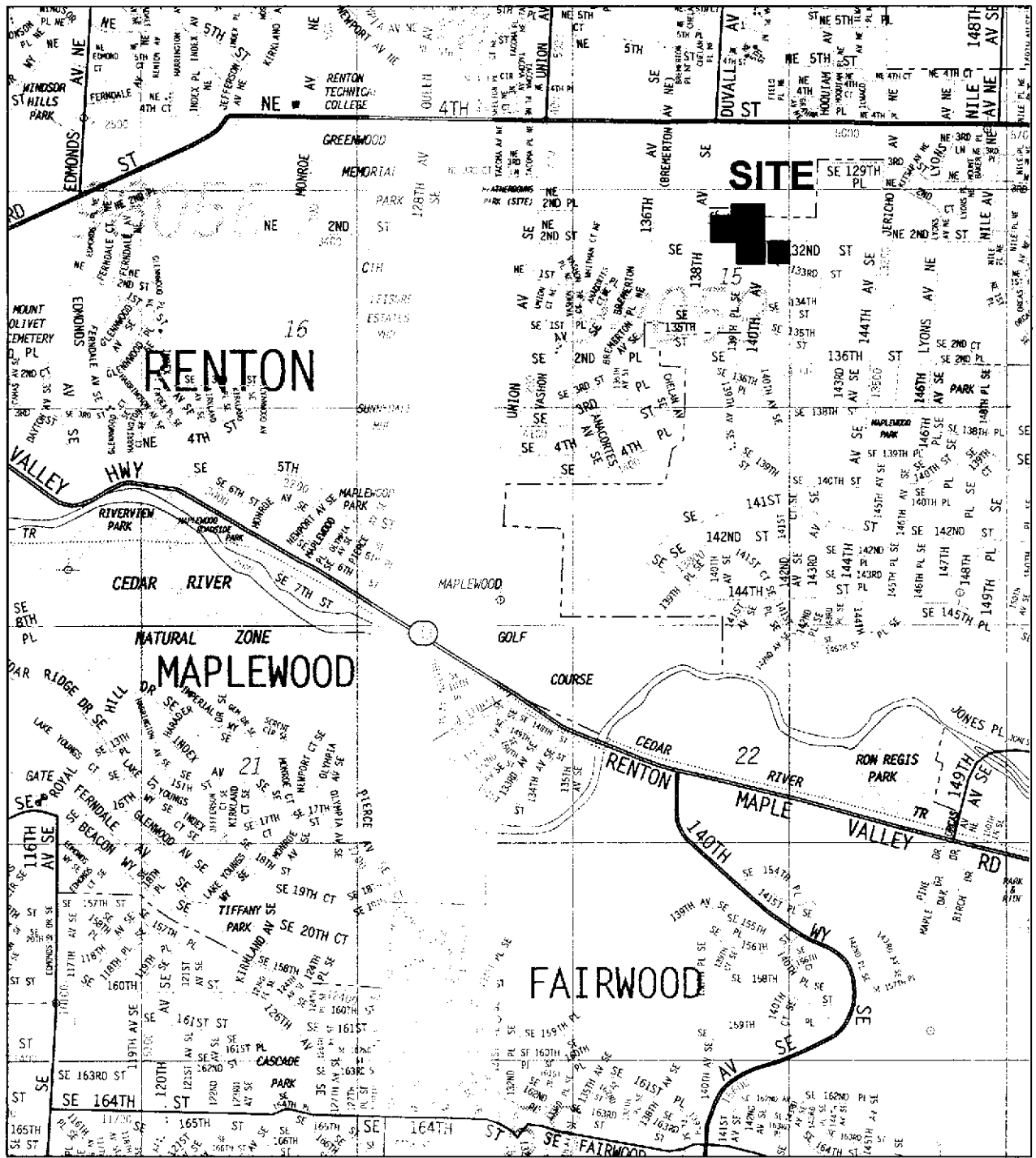
The 2003 International Building Code specifies several soil profiles that are used as a basis for seismic design of structures. Based on the soil conditions observed at the test sites, Site Class C, from table 1615.1.1, should be used for design. In our opinion, liquefaction susceptibility at this site is low. The relative density of the site soils and the absence of a uniform, shallow groundwater table is the primary basis for this designation.

LIMITATIONS

The recommendations and conclusions provided in this geotechnical engineering study are professional opinions consistent with the level of care and skill that is typical of other members in the profession currently practicing under similar conditions in this area. A warranty is not expressed or implied. Variations in the soil and groundwater conditions observed at the test sites may exist, and may not become evident until construction. ESNW should reevaluate the conclusions in this geotechnical engineering study if variations are encountered.

Additional Services

ESNW should have an opportunity to review the final design with respect to the geotechnical recommendations provided in this report. ESNW should also be retained to provide testing and consultation services during construction.



Reference:
King County
Map 656
By Thomas Brothers Maps
Dated 2006

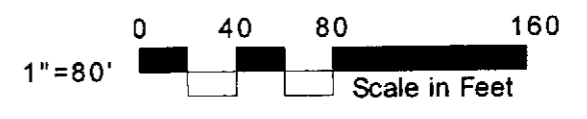
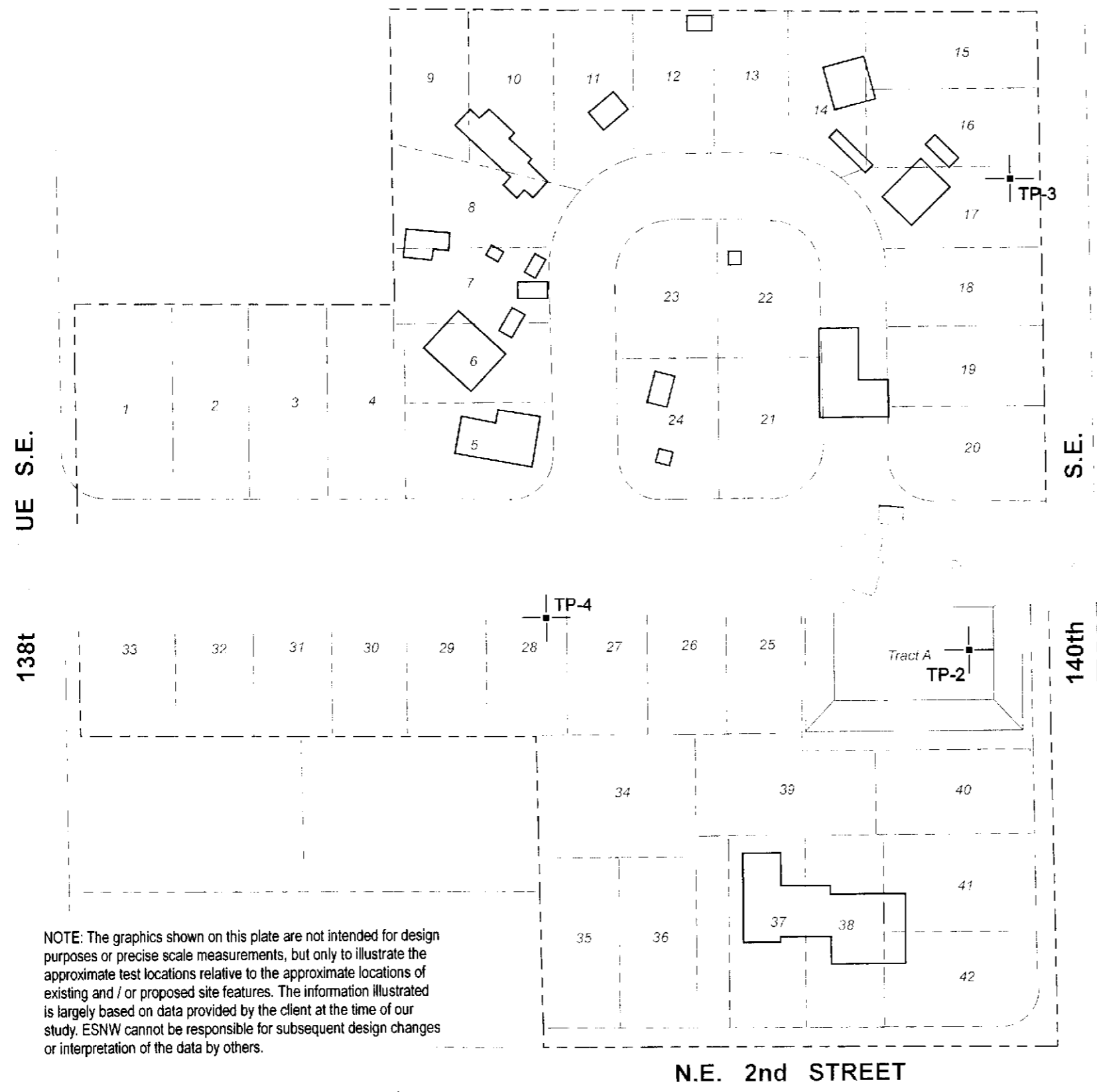


Earth Solutions NW LLC
Civil Engineering, Construction Monitoring
and Environmental Sciences

**Vicinity Map
Lindberg Plat
Renton, Washington**

Drwn. GLS	Date 04/13/2006	Proj. No. 0406
Checked SSR	Date April 2006	Plate 1

NOTE: This plate may contain areas of color. ESNW cannot be responsible for any subsequent misinterpretation of the information resulting from black & white reproductions of this plate.



LEGEND

- TP-1 — Approximate Location of ESNW Test Pit, Proj. No. ES-0406, April 2006
- Subject Site
- Existing Building

NOTE: The graphics shown on this plate are not intended for design purposes or precise scale measurements, but only to illustrate the approximate test locations relative to the approximate locations of existing and / or proposed site features. The information illustrated is largely based on data provided by the client at the time of our study. ESNW cannot be responsible for subsequent design changes or interpretation of the data by others.

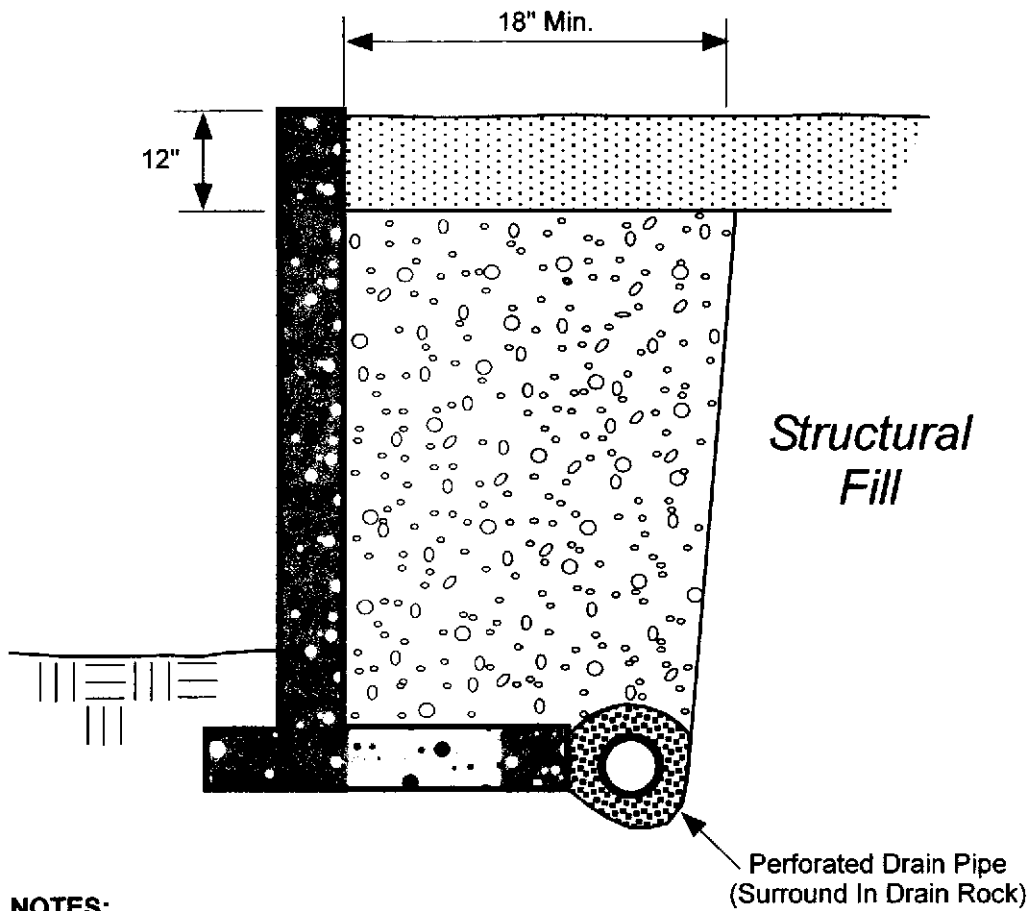
NOTE: This plate may contain areas of color. ESNW cannot be responsible for any subsequent misinterpretation of the information resulting from black & white reproductions of this plate.

Test Pit Location Plan
Lindberg Plat
Renton, Washington

Earth Solutions NW LLC
Physical Engineering, Construction Monitoring
and Environmental Sciences



Drwn. By	GLS
Checked By	SSR
Date	04/14/2006
Proj. No.	0406
Plate	2

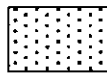
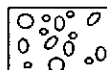




NOTES:

- Free Draining Backfill should consist of soil having less than 5 percent fines. Percent passing #4 should be 25 to 75 percent.
- Sheet Drain may be feasible in lieu of Free Draining Backfill, per ESNW recommendations.
- Drain Pipe should consist of perforated, rigid PVC Pipe surrounded with 1" Drain Rock.

SCHEMATIC ONLY - NOT TO SCALE
NOT A CONSTRUCTION DRAWING

LEGEND:

-  Surface Seal; Native Soil or other Low Permeability Material
-  Free Draining Structural Backfill
-  1 inch Drain Rock

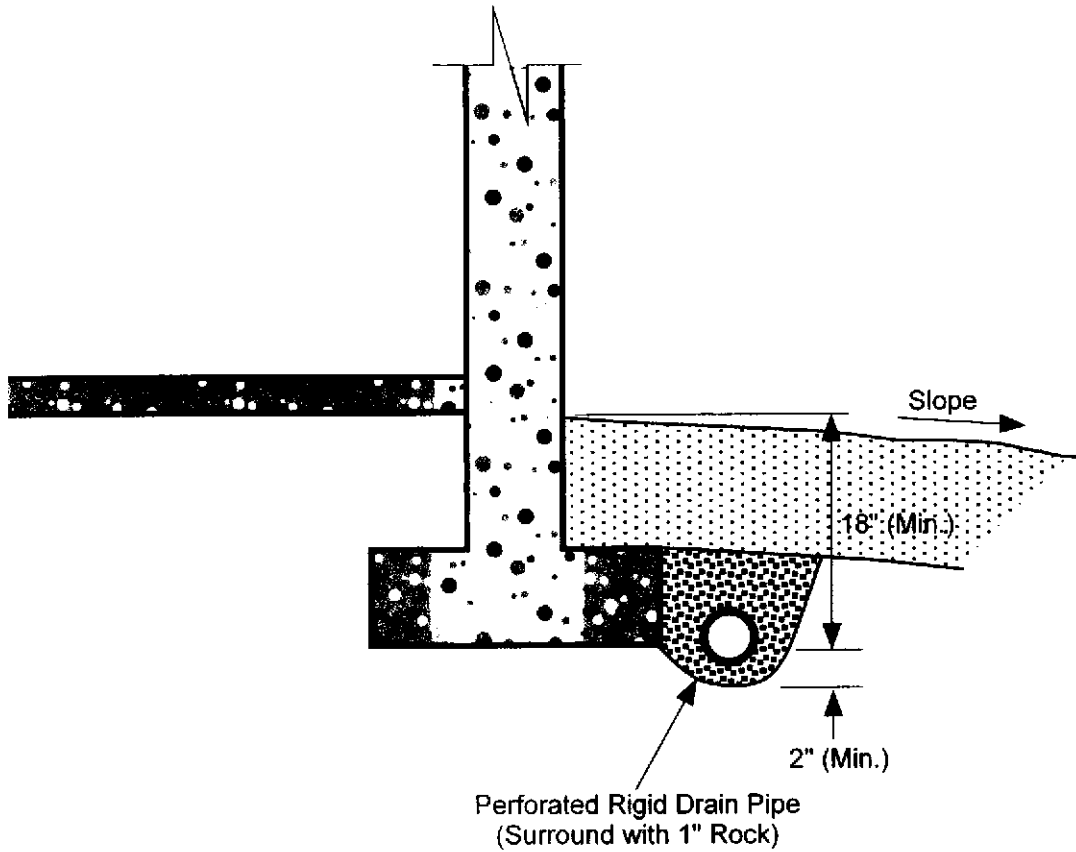


Earth Solutions NW LLC
Technical Engineering, Construction Monitoring
and Environmental Sciences

Earth Solutions NW LLC
Technical Engineering, Construction Monitoring
and Environmental Sciences

RETAINING WALL DRAINAGE DETAIL
Lindberg Plat
Renton, Washington

Drwn. GLS	Date 04/14/2006	Proj. No. 0406	
Checked SSR	Date April 2006	Plate 3	

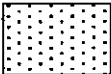
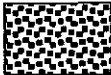



NOTES:

- Do NOT tie roof downspouts to Footing Drain.
- Surface Seal to consist of 12" of less permeable, suitable soil. Slope away from building.

SCHEMATIC ONLY - NOT TO SCALE
NOT A CONSTRUCTION DRAWING

LEGEND:

-  Surface Seal; native soil or other low permeability material.
-  1" Drain Rock

		Earth Solutions NW LLC Technical Engineering, Construction Monitoring and Environmental Sciences	
FOOTING DRAIN DETAIL Lindberg Plat Renton, Washington			
Drwn. GLS	Date 04/14/2006	Proj. No.	0406
Checked SSR	Date April 2006	Plate	4

APPENDIX A

SUBSURFACE EXPLORATION


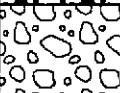
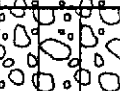
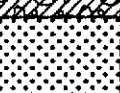


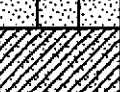

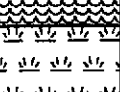
ES-0406

The subsurface conditions at the site were explored by excavating a total of four test pits. The approximate test pit locations are illustrated on Plate 2 of this report. The test pit logs are provided in this Appendix. The subsurface exploration was completed in April 2006.

Logs of the test pits are presented in Appendix A. The stratification lines on the logs represent the approximate boundaries between soil types. In actuality, the transitions may be more gradual.

Earth Solutions NW_{LLC}

SOIL CLASSIFICATION CHART

MAJOR DIVISIONS			SYMBOLS		TYPICAL DESCRIPTIONS		
			GRAPH	LETTER			
COARSE GRAINED SOILS	GRAVEL AND GRAVELLY SOILS	CLEAN GRAVELS (LITTLE OR NO FINES)		GW	WELL-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES		
				GP	POORLY-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES		
		GRAVELS WITH FINES (APPRECIABLE AMOUNT OF FINES)		GM	SILTY GRAVELS, GRAVEL - SAND - SILT MIXTURES		
	MORE THAN 50% OF MATERIAL IS LARGER THAN NO. 200 SIEVE SIZE	SAND AND SANDY SOILS	CLEAN SANDS (LITTLE OR NO FINES)		SW	WELL-GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES	
					SP	POORLY-GRADED SANDS, GRAVELLY SAND, LITTLE OR NO FINES	
		MORE THAN 50% OF COARSE FRACTION PASSING ON NO. 4 SIEVE	SANDS WITH FINES (APPRECIABLE AMOUNT OF FINES)			SM	SILTY SANDS, SAND - SILT MIXTURES
						SC	CLAYEY SANDS, SAND - CLAY MIXTURES
						ML	INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS OR CLAYEY SILTS WITH SLIGHT PLASTICITY
		FINE GRAINED SOILS	SILTS AND CLAYS	LIQUID LIMIT LESS THAN 50		CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS
						OL	ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY
	MH				INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SAND OR SILTY SOILS		
SILTS AND CLAYS	LIQUID LIMIT GREATER THAN 50			CH	INORGANIC CLAYS OF HIGH PLASTICITY		
				OH	ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS		
HIGHLY ORGANIC SOILS				PT	PEAT, HUMUS, SWAMP SOILS WITH HIGH ORGANIC CONTENTS		

DUAL SYMBOLS are used to indicate borderline soil classifications.

The discussion in the text of this report is necessary for a proper understanding of the nature of the material presented in the attached logs.



Earth Solutions NW, LLC
 2881 152nd Avenue N.E.
 Redmond, WA 98052
 Telephone: 4252843300
 Fax: 4252842855

TEST PIT NUMBER TP-1

CLIENT <u>J & M Land Development</u>	PROJECT NAME <u>Lindberg Plat</u>
PROJECT NUMBER <u>0406</u>	PROJECT LOCATION <u>Renton, Washington</u>
DATE STARTED <u>4/7/06</u> COMPLETED <u>4/7/06</u>	GROUND ELEVATION <u>390 ft</u> TEST PIT SIZE _____
EXCAVATION CONTRACTOR <u>NW Excavating</u>	GROUND WATER LEVELS:
EXCAVATION METHOD _____	AT TIME OF EXCAVATION <u>---</u>
LOGGED BY <u>SSR</u> CHECKED BY <u>SSR</u>	AT END OF EXCAVATION <u>---</u>
NOTES <u>Depth of Topsoil & Sod 10": forest duff</u>	AFTER EXCAVATION <u>---</u>

DEPTH (ft)	SAMPLE TYPE NUMBER	TESTS	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION	
0						
			SM		Brown silty SAND with gravel, loose, moist to wet	
					-light to moderate perched seepage	367.0
					Gray silty SAND with gravel, medium dense, wet	
5		MC = 13.60%			-becomes dense	
			SM		-becomes moist	
10		MC = 10.20% Fines = 22.00%				
		MC = 16.10%			-becomes moist to wet	377.5
					Test pit terminated at 12.5 feet below existing grade. Groundwater seepage encountered at 3.0 feet during excavation. Bottom of test pit at 12.5 feet.	

GENERAL BH / TP / WELL 0406.GPJ CINT U.S. GDT 4/14/06



Earth Solutions NW, LLC
 2881 152nd Avenue N.E.
 Redmond, WA 98052
 Telephone: 4252843300
 Fax: 4252842855

TEST PIT NUMBER TP-2

PAGE 1 OF 1

CLIENT J & M Land Development PROJECT NAME Lindberg Plat
 PROJECT NUMBER 0406 PROJECT LOCATION Renton, Washington
 DATE STARTED 4/7/06 COMPLETED 4/7/06 GROUND ELEVATION 398 ft TEST PIT SIZE _____
 EXCAVATION CONTRACTOR NW Excavating GROUND WATER LEVELS:
 EXCAVATION METHOD _____ AT TIME OF EXCAVATION ---
 LOGGED BY SSR CHECKED BY SSR AT END OF EXCAVATION ---
 NOTES Depth of Topsoil & Sod 6": forest duff AFTER EXCAVATION ---

DEPTH (ft)	SAMPLE TYPE NUMBER	TESTS	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION
0					
			SM		Brown silty SAND with gravel, loose, moist -becomes medium dense
		MC = 14.70% Fines = 27.40%			4.0 394.0
5			SM		Brown silty SAND with gravel, dense, moist to wet -becomes gray
		MC = 14.80% Fines = 41.30%			7.0 391.0
			SM		Gray silty SAND, dense, moist to wet -variable silt content
10					
		MC = 13.70%			14.0 384.0
					Test pit terminated at 14.0 feet below existing grade. No groundwater encountered during excavation. Bottom of test pit at 14.0 feet.



GENERAL BH / TP / WELL / WELL 0406.GPJ GINT US.GDT 4/14/06



Earth Solutions NW, LLC
 2881 152nd Avenue N.E.
 Redmond, WA 98052
 Telephone: 4252843300
 Fax: 4252842855

TEST PIT NUMBER TP-3

CLIENT <u>J & M Land Development</u>	PROJECT NAME <u>Lindberg Plat</u>
PROJECT NUMBER <u>0406</u>	PROJECT LOCATION <u>Renton, Washington</u>
DATE STARTED <u>4/7/06</u> COMPLETED <u>4/7/06</u>	GROUND ELEVATION <u>396 ft</u> TEST PIT SIZE _____
EXCAVATION CONTRACTOR <u>NW Excavating</u>	GROUND WATER LEVELS:
EXCAVATION METHOD _____	AT TIME OF EXCAVATION <u>---</u>
LOGGED BY <u>SSR</u> CHECKED BY <u>SSR</u>	AT END OF EXCAVATION <u>--</u>
NOTES <u>Depth of Topsoil & Sod 10": forest duff</u>	AFTER EXCAVATION <u>--</u>

DEPTH (ft)	SAMPLE TYPE NUMBER	TESTS	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION
0					
			SM		Brown silty SAND, loose, wet
				3.0	393.0
			SM		Brown silty SAND with gravel, medium dense, moist
5		MC = 9.40%			-becomes dense
				6.0	390.0
					Test pit terminated at 6.0 feet below existing grade. No groundwater encountered during excavation. Bottom of test pit at 6.0 feet.





Earth Solutions NW, LLC
 2881 152nd Avenue N.E.
 Redmond, WA 98052
 Telephone: 4252843300
 Fax: 4252842855

TEST PIT NUMBER TP-4

PAGE 1 OF 1

CLIENT J & M Land Development PROJECT NAME Lindberg Plat
 PROJECT NUMBER 0406 PROJECT LOCATION Renton, Washington
 DATE STARTED 4/7/06 COMPLETED 4/7/06 GROUND ELEVATION 398 ft TEST PIT SIZE _____
 EXCAVATION CONTRACTOR NW Excavating GROUND WATER LEVELS:
 EXCAVATION METHOD _____ AT TIME OF EXCAVATION ---
 LOGGED BY SSR CHECKED BY SSR AT END OF EXCAVATION ---
 NOTES Depth of Topsoil & Sod 8": forest duff AFTER EXCAVATION ---

DEPTH (ft)	SAMPLE TYPE NUMBER	TESTS	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION
0					
			SM		Brown silty SAND, loose, moist
				3.0	-becomes medium dense 395.0
			SM		Brown silty SAND, medium dense, moist
5		MC = 12.10% Fines = 35.50%		6.0	-becomes dense 392.0
					Test pit terminated at 6.0 feet below existing grade. No groundwater encountered during excavation. Bottom of test pit at 6.0 feet.

GENERAL BH / TP / WELL_0406.GPJ GINT US.GDT 4/14/06

APPENDIX B

LABORATORY TEST DATA

ES-0406



Earth Solutions NW, LLC
 2881 152nd Avenue N.E.
 Redmond, WA 98052
 Telephone: (425) 284-3300
 Fax: (425) 284-2855

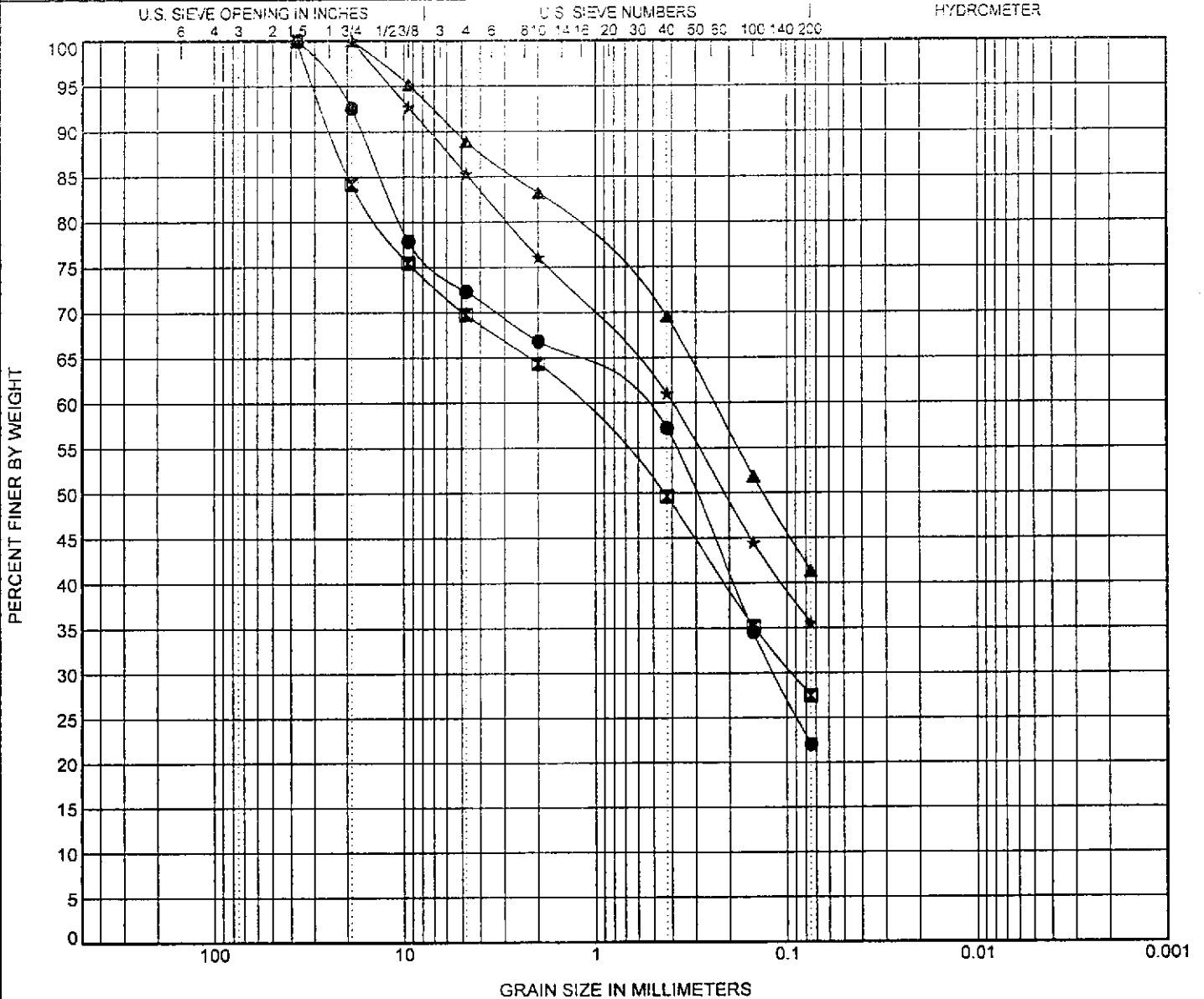
GRAIN SIZE DISTRIBUTION

CLIENT J & M Land Development

PROJECT NAME Lindberg Property

PROJECT NUMBER ES-406

PROJECT LOCATION Renton



COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

Specimen Identification	Classification	LL	PL	PI	Cc	Cu		
● TP-1 10.0ft.	Gray silty SAND with gravel, SM							
☒ TP-2 5.0ft.	Light brown silty SAND with gravel, SM							
▲ TP-2 8.0ft.	Gray silty SAND, SM							
★ TP-4 5.0ft.	Light brown silty SAND, SM							
Specimen Identification	D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay
● TP-1 10.0ft.	37.5	0.67	0.117		27.7	50.3	22.0	
☒ TP-2 5.0ft.	37.5	1.265	0.094		30.2	42.3	27.4	
▲ TP-2 8.0ft.	19	0.243			11.1	47.5	41.3	
★ TP-4 5.0ft.	19	0.399			14.7	49.8	35.5	

GRAIN SIZE ES-406.GPJ GINT US LAB.GDT 4/10/06

REPORT DISTRIBUTION

ES-0406

4 COPIES

**Seattle Redevelopment, LLC
P.O. Box 2566
Renton, Washington 98056**

Attention: Mr. Mark Rousso

**AT EARTH SOLUTIONS NW
OUR MISSION IS TO**

- HONOR OUR COMMITMENTS**
- PROVIDE INNOVATIVE SOLUTIONS THAT CREATE VALUE**
- RECOGNIZE THAT OUR POWER AND EFFECTIVENESS LIES WITH OUR PEOPLE**
- TREAT ALL FAIRLY AND HONESTLY**
- DEDICATE OURSELVES TO BRINGING OUT THE BEST IN EVERYONE**
- MAINTAIN AN ATMOSPHERE OF PROFESSIONAL, FRIENDLY CUSTOMER RELATIONS**
- CONTINUE TO SEEK OPPORTUNITIES FOR LEARNING AND GROWTH**
- MAINTAIN A CLEAN, WELL ORGANIZED WORK ENVIRONMENT**
- IMPLEMENT CONSISTENT, RELIABLE ACCOUNTING PROCEDURES**
- BE A RESOURCE TO THE COMMUNITY**



Filed for Record at Request of

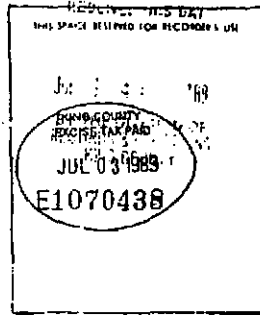
AFTER RECORDING MAIL TO:

~~Tom Magat~~

~~5234 40th Ave NE~~

~~Seattle, Wash 98115~~

RICARDO O. BELTRAN
2108 OLIVE AVE SE
RANDOL, WA 98055



OFFICE CLERK

Quit Claim Deed

THE GRANTOR Antonia M Magat and Rodrigo D. Magat husband and wife

8907030841

for and in consideration of

TEN DOLLAR (\$10.00)

convey and quit claim to Ricardo Beltran and Rosina Beltran, husband and wife

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

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

Lot 1 of King County Short Plat No 561050 recorded under King County Recording No 8201220536, being a portion of that portion of the South half of the Southwest quarter of the Northwest quarter of the Northeast quarter of Section 15, Township 23 North, Range 5 E4WNRKGM lying North of SE 132nd Street as monumented and shown on the plat of Puget Colony Homes as recorded in Volume 86 of Plats on page 59, Records of King County, Except the east and west 30 feet thereof.

08-07-86 80841 14
RECORDED 5.00
CASHSL 47445.00
55

Filed this 7th day of August 1986

Antonia M. Magat (SEAL)
Rodrigo D. Magat (SEAL)

STATE OF WASHINGTON
COUNTY OF King

STATE OF WASHINGTON
COUNTY OF _____

On this 7th day of August, 1986, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ and _____ to me known to be the _____ President and Secretary respectively, of _____

On this _____ day of _____, 19____, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ and _____ to me known to be the _____ President and Secretary respectively, of _____

_____ acknowledged this voluntary act and deed, for the reasons stated therein, and acknowledged that _____ signed the same as _____ and official seal this _____ 1986.
My Commission Expires 7-25-88

the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on both stated that _____ authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.
Witness my hand and official seal hereto affixed the day and year first above written.
Notary Public in and for the State of Washington.
Residing at _____

DEVELOPMENT TRAINING
OF BENTON

MAY - 4 2006
RECEIVED

RODRIGO de la Vega MAGAT and ANTONIA M. MAGAT, -AND-

GABORN MELVIN BIGFORD and ELEANOR JOSEPHINE BIGFORD, HIS WIFE

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

The south half of the Southwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 15, Township 23 North, Range 5 East, W.M. in King County, Washington, EXCEPT the east, south and west 30 feet for road.

8202030639

Except as may be otherwise set forth herein Grantee's rights shall be exercised upon that portion of the Property (the "Right-of-Way" herein) described as follows:

A Right-of-Way 10 feet in width having 10 feet of such width on each side of a center line described as follows:

The south 10 feet of the above described property.

J. L. Trachoff

1. Purpose. Grantee shall have the right to construct, operate, maintain, repair, replace and enlarge an underground electric transmission and/or distribution system upon and under the Right-of-Way together with all necessary or convenient appurtenances therefor, which may include but are not limited to the following: underground conduits, cables, communication lines; vaults, manholes, switches, and transformers; and semi-buried or ground mounted facilities. Following the initial construction of its facilities, Grantee may from time to time construct such additional facilities as it may require.

2. Access. Grantee shall have the right of access to the Right-of-Way over and across the Property, to enable Grantee to exercise its rights hereunder, provided, that Grantee shall compensate Grantor for any damage to the Property caused by the exercise of said right of access.

3. Obstructions; Landscaping. Grantee may from time to time remove trees, bushes, or other obstructions within the Right-of-Way and may level and grade the Right-of-Way to the extent reasonably necessary to carry out the purposes set forth in paragraph 1 hereof, provided, that following any such work, Grantee shall, to the extent reasonably practicable, restore the Right-of-Way to the condition it was immediately prior to such work. Following the installation of Grantee's underground facilities, Grantor may undertake any ordinary improvements to the landscaping of the Right-of-Way, provided that no trees or other plants shall be placed thereon which would be unreasonably expensive or impractical for Grantee to remove and restore.

4. Grantor's Use of Right-of-Way. Grantor reserves the right to use the Right-of-Way for any purpose not inconsistent with the rights herein granted, provided: that Grantor shall not construct or maintain any building or other structure on the Right-of-Way which would interfere with the exercise of the rights herein granted; that no digging, tunneling or other form of construction activity shall be done on the Property which would disturb the compaction or unearth Grantee's facilities on the Right-of-Way, or endanger the lateral support to said facilities; and that no blasting shall be done within 15 feet of the Right-of-Way.

5. Indemnity. By accepting and recording this easement, Grantee agrees to indemnify and hold harmless Grantor from any and all claims for injuries and/or damages suffered by any person which may be caused by the Grantee's exercise of the rights herein granted; provided, that Grantee shall not be responsible to Grantor for any injuries and/or damages to any person caused by acts or omissions of Grantor.

6. Abandonment. The rights herein granted shall continue until such time as Grantee ceases to use the Right-of-Way for a period of five (5) successive years, in which event this easement shall terminate and all rights hereunder shall revert to Grantor, provided that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its facilities on the Right-of-Way within any period of time from the date hereof.

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

R 1591 0868051 FILED FOR RECORD AT REQUEST OF:
KJ 44 235/57 PUGET POWER
REAL ESTATE DIVISION
PUGET POWER BLDG.
BELLEVUE, WASHINGTON 98009

DATED this _____ day of _____ 19__

GRANTOR

Rodrigo de la Vega Magat
RODRIGO de la Vega MAGAT

ANTONIA M. MAGAT *Antonía M. Magat*

~~OSBORN HELEN BICFORD~~

~~ELMOR JOSEPHINE BICFORD~~



STATE OF WASHINGTON

County of King

On this day personally appeared before me Rodrigo De La Vega Magat and

Antonia M. Magat

to me known to be the individual(s) described in and who executed the within and foregoing instrument and acknowledged to me that she signed the same as her free and voluntary act and deed for the purposes therein mentioned.

GIVEN under my hand and official seal this 25 day of Jan, 1982

Mary Patricia Ryan

Renton

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

TL-34 BY 2/74

SAFECO Title Insurance Company - ACKNOWLEDGMENT - ORDINARY

~~EGGY~~ 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 _____ day of _____, 19__

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

STATE OF WASHINGTON)
) SS
COUNTY OF)

DECEMBER 1981

Fee \$ 2.00 per page

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

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

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

STATE OF WASHINGTON)
) SS
COUNTY OF)

CORPORATE ACKNOWLEDGMENT

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

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

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

8202030639

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of MUTUAL BENEFITS receipt of which is hereby acknowledged, the undersigned, hereinafter referred to as Grantor(s), hereby grants a perpetual easement to Pacific Northwest Bell Telephone Company, a Washington Corporation, its successors and assigns, hereinafter referred to as Grantee, with the right, privilege and authority to place, construct, maintain, inspect, reconstruct, repair, replace, remove and keep obstacles including trees and shrubbery clear from Grantee's facilities consisting of

UNDERGROUND COMMUNICATION LINES

and other appurtenances; and Grantor also grants a right-of-way therefore as the Grantee may from time to time require to construct, install, and maintain communication and associated facilities over, across, upon and under hereinafter described property situated in King County, State of Washington and is described as follows:

The South (S) ten (10) feet of the following described property:

That portion of the South Half of the Southwest Quarter of the Northwest Quarter of the Northeast Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 15, Township 23 North, Range 5 East, W.M., lying north of S.E. 132nd Street on the plat of Puget Colony Homes as recorded in Volume 86 of Plats, Page 59, records of King County, State of Washington.

EXCEPT the east and west 30 feet

Accepted by A. P. [Signature]
Right-of-Way Manager
8203290514

RECORDED
MAR 15 1982
82-8-5214
B206705A

82/03/79
REC'D
CRSML
40514 B
4443.00
22

300

Grantee shall at all times have the right of full and free ingress to and egress from said property described above, with the understanding that Grantee shall be responsible for all damage caused to Grantor arising from Grantee's exercise of the rights and privileges herein granted.

Grantor reserves the right to use the easement for agricultural purposes as long as not inconsistent with nor an interference with the rights granted Grantee herein.

The rights, conditions and provisions of this easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

In witness whereof the undersigned has executed this instrument this 8th day of MARCH, 1982

Witness: _____ By: Clyde W. Yahn
Mary Yahn

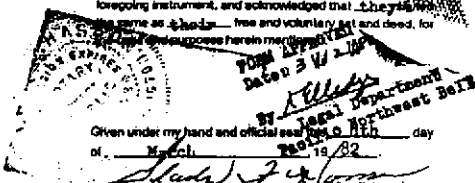
(Individual Acknowledgement)

State of Washington } ss
County of King }

On this day personally appeared before me Clyde W. Yahn and Mary Yahn
HUSBAND AND WIFE
known to me to be the individual who executed the foregoing instrument, and acknowledged that they are the same as those who executed the same as their free and voluntary act and deed, for the purposes herein mentioned.

Given under my hand and official seal this 8th day of March, 1982

[Signature]
Notary Public in and for the State of Washington
residing at Seattle
My commission expires: 6-84



(Corporate Acknowledgement)

State of _____ } ss
County of _____ }

On this day personally appeared before me _____
who did say he/she is the _____

of the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____ was/were authorized to execute said instrument on behalf of the corporation.

Given under my hand and official seal this _____ day of _____, 19____

Notary Public in and for the State of _____
residing at _____
My commission expires: _____

2407-172

D Feb 2-4) 1239983
Feb 2-4) \$500. .55 lraz .50 s-t
Ester A. Scheid, as exrx under the will of Arthur G. Dresbach, deed
to Elmer Dole and Ollie Dole, ex
Tp sy and wrr to sp the ldm in row

3) of 941 of NW1/4 of Sec 15 Tp 23 Rr 5 own except 30 ft
on the S, S and S of sd prop for road purp and except all coal and
minerals. E.A. Scheid, exrx under the will of Arthur
G. Dresbach, deed
row Feb 2-4) by Ester A. Scheid, as exrx under the will of Arthur
G. Dresbach, deed, bef Edward H. Taylor sp for sw r.s. et s ne Sec 14-45
(M1 sp kt 3 Box 795 Benton, Mo)

(3)

SHORT FLAT NO 881050
KING COUNTY, WASHINGTON

S. 15 T. 23 R. 5

8201220536

Recording Number

This space reserved for recorder's use

Filed for record at the request of:

Name

Return to:
Building & Land Development
450 KC Administration Bldg
Seattle, Washington 98104

APPROVAL

Department of Planning and Community Development
Building and Land Development Division

Examined and approved this 22nd day of

January, 1981

[Signature]
Manager, Building's Land Development Division

Department of Public Works

Examined and approved this 17th day of

December, 1981

[Signature]
Director

Department of Assessments

Examined and approved this 21 day of

DECEMBER, 1981

HARLEY H. HOPPE
Assessor

[Signature]
Deputy Assessor

LEGAL DESCRIPTION

That portion of the South Half of Southwest Quarter of Northwest Quarter of Northeast Quarter of Section 15, Township 23 North, Range 5 East, T11N, R5E, lying north of S.E. 133rd. Street as monumented and shown on the plat of Puget Colony Homes as recorded in Volume 86 of Plats, Page 53, Records of King County, Washington.
Except the East and West 30 feet

RECORDED
INDEXED
1981 JAN 22

1981 JAN 22

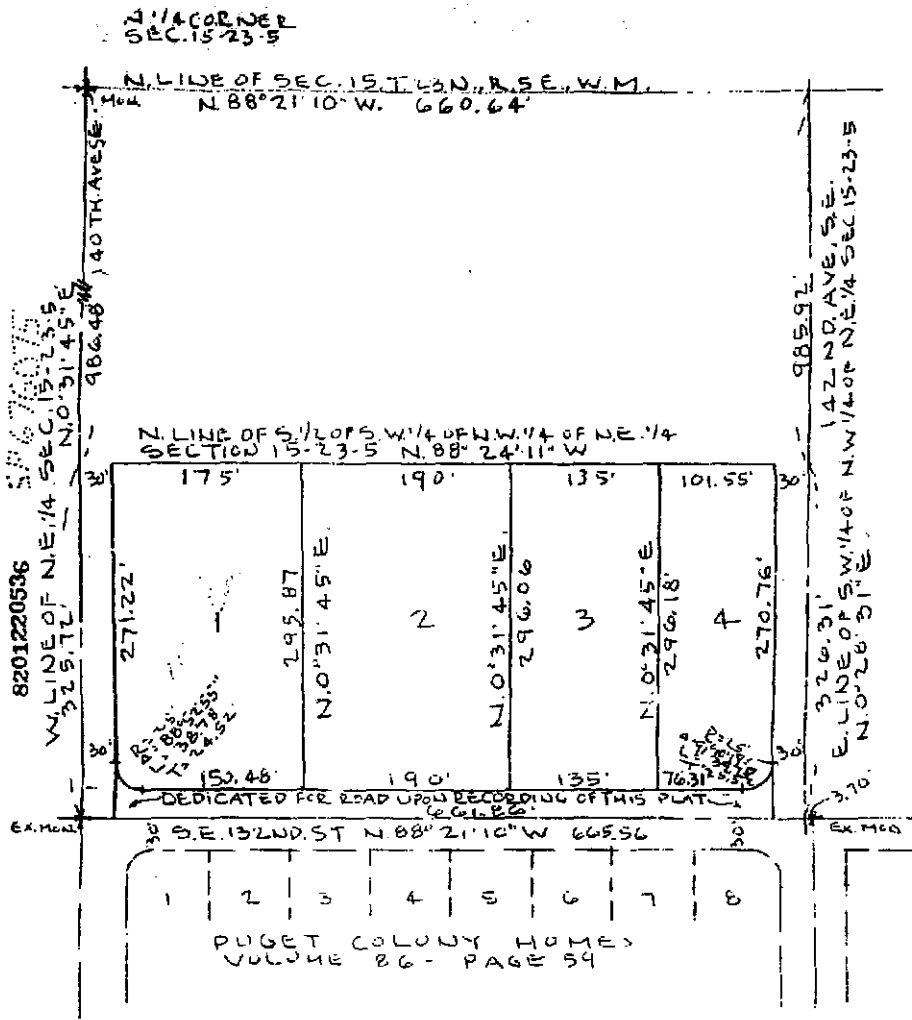
1981 JAN 22

1981 JAN 22

152305-9048
NW 1/4 of NE 1/4

Map on File in Vault

Page 1 of 6



Land Surveyor's Certificate:

This short plat correctly represents a survey made by me or under my direction in conformance with the requirements of appropriate state and county statute and ordinance.

11/2/01 *Frederick M. Deal*
Date

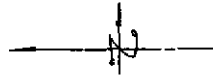
Certificate No: 3933

Short Plat No. 881050

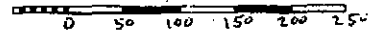


Map on File in Vault

Direction:



Scale: 1" = 100'



COVENANTS, CONDITIONS, AND RESTRICTIONS RUNNING WITH THE LAND:

That portion(s) of ~~140th Ave. S.W., 142 Ave. S.E., S.E. 132nd St.~~ which adjoins the subject subdivision is a public right-of-way. It is described in the King County Comprehensive Plan as a "local access street or road" and in accordance with the standards therein, may be required to be improved for future County street, road or thoroughfare.

The owner, his grantees and assigns, hereby agree to participate in, and/or not oppose or protest, the formation of a County Road Improvement District (CRID) pursuant to RCW 36.88 or any Road Improvement project sanctioned by King County, which is designed to improve said street(s) and the immediate street system of which it is a part.

Timing of the formation of said CRID or other road improvement project shall be determined by King County. The street improvement authorized by the CRID or other road improvement project shall call for the improvement of said street(s) and its immediate street system to at least the minimum King County road standards applicable to said street(s) and the immediate street system at the time the CRID or other road project is formed; provided that, in situations where there is a multiple ownership of properties participating in the formation of the CRID, or other road improvement project, if a majority of the property owners want a higher standard, i.e., curbs, gutters, underground drainage, etc., that standard shall prevail.

8201220516
9C5021028

DECLARATION OF COVENANT FOR NON-BUILDING SHORT PLAT APPROVAL.

"Declaration of Covenant

"1. In consideration of the approval by King County of short Plat # 881050, which said plat creates (a lot) (lots) described as follows:

SO 1/4 of the SW 1/4 of the NW 1/4 of NE 1/4 of Section 15 Township 23, Range 5, Lot 1 only of 881050

8201220536

the undersigned covenants and agrees that no improvements are to be made or placed upon the land for the purpose of human habitation, including tents, tent frames, and trailers or campers, and that no other improvements are made to the property other than fences or those necessary for agricultural, open space, or forestry purposes, unless or until said lot(s) are approved by King County in accordance with County short plat regulations.

"2. This covenant shall run with the land and is binding on all subsequent owner(s) of the above described lot(s).

"3. This covenant is enforceable by any purchasers of lots within the same short plat, and by King County.

"4. Warning: King County has no responsibility to build, improve, maintain or otherwise service any private road contained within or providing service to the above referenced property."

Antonia M. McGae
owner

owner

STATE OF WASHINGTON)
COUNTY OF KING) ss

On this day personally appeared before me ANTONIA MCGAE to me known to be the individual(s) described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein stated.

Given under my hand and official seal this 24 day of July, 1981.

[Signature]
NOTARY PUBLIC in and for the State of Washington, residing at [Address]

Form A-1

Short Plat No: 881050

Page 4 of 6

DECLARATION OF COVENANT IN LIEU OF SOILS TEST FOR SEWAGE DISPOSAL SUITABILITY.

"Declaration of Covenant

"In consideration of the approval by King County of short plat # 881050, which said plat creates a lot described as follows:

LOT 1 OF SHORT PLAT 881050 WITH LEGAL DESCRIPTION OF THAT PORTION OF: SECTION 15, TOWNSHIP 23, RANGE 5, E.W.M. THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4

8201220536

the undersigned covenants and agrees that:

"(a) No percolation test has been performed on the above-described lot.

"(b) Approval of short plat # 881050 creating the above-described lot DOES NOT constitute approval by King County that said lot can be used for a building site.

"(c) No structure requiring domestic water consumption or sewage disposal can be placed on said lot until approval is given by the Seattle-King County Health Department or other appropriate department agencies.

"(d) This covenant shall run with the land and is binding on all subsequent owner(s) of the above described lot(s)."

Handwritten signatures and names of fee owners, including 'Rodrigo de la Vega Magat' and 'Antonina M. Magat'.

STATE OF WASHINGTON) COUNTY OF KING) ss

On this day personally appeared before me RODRIGO D MAGAT ANTONIA M. MAGAT, to me known to be the individual(s) described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein stated.

Given under my hand and official seal this 12th day of November, 1981

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

Form C-1

Short Plat No: 881050

Page 5 of 6

DECLARATION:

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, owner(s) of interest in the land herein described do hereby make a short subdivision thereof pursuant to RCW 58.17.060 and declare this short plat to be the graphic representation of the same and do hereby dedicate to the use of the public forever, the streets and avenues shown as public thereon and dedicate the use thereof for all public purposes not inconsistent with the use thereof for public highway purposes, also the right to make all necessary slopes for cuts and fills upon the lots shown on the face of this short plat in the original reasonable grading of the streets and avenues shown thereon, and that said short subdivision is made with the free consent and in accordance with the desires of the owner(s).

IN WITNESS WHEREOF we have set our hands and seals:

8201220536

<u>Ozborn Melvin Bigford</u> Name Ozborn Melvin Bigford	x <u>Eleanor Josephine Bigford</u> Name Eleanor Josephine Bigford
<u>Rodrigo de la Vega Magat</u> Name Rodrigo de la Vega Magat	<u>Antonia M. Magat</u> Name Antonia M. Magat
Name _____	Name _____

STATE OF WASHINGTON } ss.
County of KING

On this day personally appeared before me OZBORN MELVIN BIGFORD and

ELEANOR JOSEPHINE BIGFORD,

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 14th day of November, 19 78.

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

STATE OF WASHINGTON } ss.
County of KING

On this day personally appeared before me Rodrigo de la Vega Magat and

Antonia M. Magat,

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 15th day of November, 19 78.

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

Short Plat Number 881050

Page 6 of 6



PIONEER NATIONAL
TITLE INSURANCE

A TITR COMPANY

Filed for Record at Request of

AFTER RECORDING MAIL TO:

PIONEER NATIONAL TITLE INSURANCE CO
1100 SECOND AVE SEATTLE WASH
ESCROW NO

Escrow No. 296241DC

THIS SPACE RESERVED FOR RECORDER'S USE

KING COUNTY
NO EXCISE TAX
NOV 29 1982
E0696952

REVENUE STAMPS

NOV 29 12 01 PM '82
DIVISION OF
PROPERTY COLLECTIONS
KING COUNTY

Statutory Warranty Deed

FORM LS67

THE GRANTOR OZBORN MELVIN BIGFORD, an unmarried man and surviving spouse of Eleanor Josephine Bigford,

for and in consideration of Ten and no/100 Dollars (\$10.00)

in hand paid, conveys and warrants to RODRIGO de la VEGA MAGAT and ANTONIA M. MAGAT, husband and wife, the following described real estate, situated in the County of KING, State of Washington:

The South half of the Southwest quarter of the Northwest quarter of the Northeast quarter of Section 15, Township 23 North, Range 5 East, W. M.; EXCEPT the East, South and West 30 feet for road and EXCEPT the East 160 feet of the West 395 feet as measured along the North boundary thereof which has heretofore been conveyed to grantees; SUBJECT to all easements, restrictions and reservations of record. Said described premises was known as Lots 1, 3 and 4 under Short Plat No. 881050. (Grantor is not fee owner of easements)

8211290554
RECEIVED 3.00
NOV 29 1982

8211290554
A-296241DC
11-10

This deed is given in fulfillment of that certain real estate contract between the parties hereto, dated October 7, 1974, and conditioned for the conveyance of the above described property, and the covenants of warranty herein contained shall not apply to any title, interest or encumbrance arising by, through or under the purchaser in said contract, and shall not apply to any taxes, assessments or other charges levied, assessed or becoming due subsequent to the date of said contract.

Real Estate Excise Tax was paid on this sale or stamped exempt on 10/16/74, Rec. No. E280144
Filed No. 7410170314

Dated this 12th day of November, 1982.

Ozborn Melvin Bigford
Ozborn Melvin Bigford (REAL)
(REAL)

STATE OF WASHINGTON, }
County of KING }

On this day personally appeared before me OZBORN MELVIN BIGFORD

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 12th day of November, 1982.

Catherine E. Keck
Catherine E. Keck
Notary Public in and for the State of Washington,
residing at Seattle.



CHICAGO TITLE INSURANCE COMPANY

701 FIFTH AVENUE, #3400, SEATTLE, WA 98104

PHONE: (206)628-5623
FAX: (206)628-5657

ORDER NO: 001148453
YOUR NO: J&M LAND DEV/LINDBERG
UNIT NO: 10
LOAN NO:

SUPPLEMENTAL COMMITMENT

AT

ORDER REFERENCE INFORMATION

SUPPLEMENTAL NUMBER: 1 OF THE SECOND COMMITMENT
SELLER: PAUL A. LINDBERG AND LOIS A. LINDBERG, AND
STEPHEN J. LINDBERG AND GENA R. LINDBERG, AND
TIMOTHY LINDBERG AND JENNIFER LINDBERG, AND
PATRICK GRAHAM AND SARAH GRAHAM
PURCHASER/BORROWER: SEATTLE REDEVELOPMENT, LLC
PROPERTY ADDRESS: WASHINGTON

Our Title Commitment dated 07/13/05 at 8:00 A.M. is supplemented as follows:

AT

THE VESTING IN PARAGRAPH THREE OF SCHEDULE A OF OUR COMMITMENT IS AMENDED AS FOLLOWS:

PATRICK J. GRAHAM AND SARAH R. GRAHAM, HUSBAND AND WIFE, AS TO PARCEL A;
STEPHEN J. LINDBERG AND GENA R. LINDBERG, HUSBAND AND WIFE, AS TO PARCEL B;
PAUL A. LINDBERG AND LOIS A. LINDBERG, HUSBAND AND WIFE, AS TO PARCELS C AND
D; AND
TIMOTHY J. LINDBERG AND JENNIFER LINDBERG, HUSBAND AND WIFE, AS TO PARCEL E.

AV

THE FOLLOWING PARAGRAPH(S) HAS (HAVE) BEEN ADDED TO OUR COMMITMENT:

AW

PARAGRAPH NUMBER 25:

AC

1. RIGHT, TITLE AND INTEREST OF BETH SHEWCHUK, PRESUMED BY THE KING COUNTY TAX ROLLS TO HAVE AN INTEREST IN SAID PREMISES.

AD

AFFECTS: PARCEL D.

AX

PARAGRAPH NUMBER 26:

AB

2. MATTERS WHICH MAY BE DISCLOSED BY A SEARCH OF THE RECORDS AGAINST THE NAME OF THE SPOUSE OF BETH SHEWCHUK, IF MARRIED.

AY

AFFECTS: PARCEL D.

SEE NEXT PAGE

CHICAGO TITLE INSURANCE COMPANY

Order No.: 1148453
Your No.: J&M LAND DEV/LINDBERG
Unit No.: 10

SUPPLEMENTAL COMMITMENT
(Continued)

AZ

EXCEPT AS TO THE MATTERS SET FORTH HEREINABOVE, THE TITLE TO THE PROPERTY COVERED BY THIS ORDER HAS NOT BEEN REEXAMINED.

BA

APRIL 18, 2006 AUTHORIZED BY: KEITH EISENBREY

BB

CTI ESCROW - ATTENTION: RENA SAUNIER

BC

NOTE: THE FOLLOWING PARTIES HAVE BEEN SENT A COPY OF THIS SUPPLEMENTAL COMMITMENT:

CTI/RENA SAUNIER

RENA 3/1

PAUL AND LOIS LINDBERG

1/1

MARC ROUSSO

FAX AND MAIL 1/1

ESM CONSULTING ENGINEERS

MATT CYR 1/1



CHICAGO TITLE INSURANCE COMPANY

701 FIFTH AVENUE, #3400, SEATTLE, WA 98104

PHONE: (206)628-5623
FAX: (206)628-5657

ORDER NO: 001148453
YOUR NO: J&M LAND DEV/LINDBERG
UNIT NO: 10
LOAN NO:

SUPPLEMENTAL COMMITMENT

AT

ORDER REFERENCE INFORMATION

SUPPLEMENTAL NUMBER:	1 OF THE SECOND COMMITMENT
SELLER:	PAUL A. LINDBERG AND LOIS A. LINDBERG, AND STEPHEN J. LINDBERG AND GENA R. LINDBERG, AND TIMOTHY LINDBERG AND JENNIFER LINDBERG, AND PATRICK GRAHAM AND SARAH GRAHAM
PURCHASER/BORROWER:	SEATTLE REDEVELOPMENT, LLC
PROPERTY ADDRESS:	WASHINGTON

Our Title Commitment dated 07/13/05 at 8:00 A.M. is supplemented as follows:

AU

THE VESTING IN PARAGRAPH THREE OF SCHEDULE A OF OUR COMMITMENT IS AMENDED AS FOLLOWS:

PATRICK J. GRAHAM AND SARAH R. GRAHAM, HUSBAND AND WIFE, AS TO PARCEL A;
STEPHEN J. LINDBERG AND GENA R. LINDBERG, HUSBAND AND WIFE, AS TO PARCEL B;
PAUL A. LINDBERG AND LOIS A. LINDBERG, HUSBAND AND WIFE, AS TO PARCELS C AND D; AND
TIMOTHY J. LINDBERG AND JENNIFER LINDBERG, HUSBAND AND WIFE, AS TO PARCEL E.

AV

THE FOLLOWING PARAGRAPH(S) HAS (HAVE) BEEN ADDED TO OUR COMMITMENT:

AW

PARAGRAPH NUMBER 25:

AC

1. RIGHT, TITLE AND INTEREST OF BETH SHEWCHUK, PRESUMED BY THE KING COUNTY TAX ROLLS TO HAVE AN INTEREST IN SAID PREMISES.

AD

AFFECTS: PARCEL D.

AX

PARAGRAPH NUMBER 26:

AE

2. MATTERS WHICH MAY BE DISCLOSED BY A SEARCH OF THE RECORDS AGAINST THE NAME OF THE SPOUSE OF BETH SHEWCHUK, IF MARRIED.

AY

AFFECTS: PARCEL D.

SEE NEXT PAGE

CHICAGO TITLE INSURANCE COMPANY

Order No.: 1148453
Your No.: J&M LAND DEV/LINDBERG
Unit No.: 10

SUPPLEMENTAL COMMITMENT
(Continued)

AZ

EXCEPT AS TO THE MATTERS SET FORTH HEREINABOVE, THE TITLE TO THE PROPERTY COVERED BY THIS ORDER HAS NOT BEEN REEXAMINED.

BA

APRIL 18, 2006 AUTHORIZED BY: KEITH EISENBREY

BB

CTI ESCROW - ATTENTION: RENA SAUNIER

BC

NOTE: THE FOLLOWING PARTIES HAVE BEEN SENT A COPY OF THIS SUPPLEMENTAL COMMITMENT:

CTI/RENA SAUNIER

RENA 3/1

PAUL AND LOIS LINDBERG

1/1

MARC ROUSSO

FAX AND MAIL 1/1

ESM CONSULTING ENGINEERS

MATT CYR 1/1

CHICAGO TITLE INSURANCE COMPANY

701 FIFTH AVENUE, #3400, SEATTLE, WA 98104

A.L.T.A. COMMITMENT SCHEDULE A

SECOND COMMITMENT

Order No.: 1148453

Title Unit: U-10 Customer Number: J&M LAND DEV/LINDBERG
Phone: (206)628-5623 Buyer(s): SEATTLE REDEVELOPMENT, LLC
Fax: (206)628-5657
Officer: HARRIS/EISENBREY

Commitment Effective Date: JULY 13, 2005 at 8:00 A.M.

1. Policy or Policies to be issued: PREMIUM APPLICABLE BETWEEN \$1,770,001.00 - \$1,780,000.00
ALTA Owner's Policy Amount: \$1,775,000.00
1992 STANDARD Premium: \$ 1,453.00
SUBDIVIDER SALE - STANDARD RATE Tax: 127.86

Proposed Insured:
SEATTLE REDEVELOPMENT, LLC, A WASHINGTON CORPORATION

Policy or Policies to be issued:
ALTA Loan Policy Amount: \$0.00
1992 EXTENDED Premium:
SIMULTANEOUS LOAN RATE Tax:

Proposed Insured:

Policy or Policies to be issued:
ALTA Loan Policy Amount: \$0.00
Premium:
Tax:

Proposed Insured:

2. The estate or interest in the land which is covered by this Commitment is:
FEE SIMPLE

3. Title to the estate or interest in the land is at the effective date hereof vested in:
SEE ATTACHED VESTING EXHIBIT

4. The land referred to in this Commitment is described as follows:
SEE ATTACHED LEGAL DESCRIPTION EXHIBIT

CHICAGO TITLE INSURANCE COMPANY

A.L.T.A. COMMITMENT
SCHEDULE A
(Continued)

Order No.: 1148453

Your No.: J&N LAND DEV/LINDBERG

VESTING EXHIBIT
(Paragraph 3 of Schedule A continuation)

PAUL A. LINDBERG AND LOIS A. LINDBERG, HUSBAND AND WIFE (AS TO PARCEL A AND C)
STEPHEN J. LINDBERG AND GENA R. LINDBERG, HUSBAND AND WIFE (AS TO PARCEL B)
PATRICK J. GRAHAM AND SARAH R. GRAHAM, HUSBAND AND WIFE (AS TO PARCEL D)
TIMOTHY J. LINDBERG AND JENNIFER LINDBERG, HUSBAND AND WIFE (AS TO PARCEL E)

CHICAGO TITLE INSURANCE COMPANY
A.L.T.A. COMMITMENT
SCHEDULE A
(Continued)

Order No.: 1148453
Your No.: J&M LAND DEV/LINDBERG

LEGAL DESCRIPTION EXHIBIT
(Paragraph 4 of Schedule A continuation)

PARCEL A:

LOT 3, KING COUNTY SHORT PLAT NUMBER 676075, RECORDED UNDER RECORDING NUMBER 7701190691, IN KING COUNTY, WASHINGTON.

PARCEL B:

LOTS 1 KING COUNTY SHORT PLAT NUMBER 882065, RECORDED UNDER RECORDING NUMBER 8303160822, IN KING COUNTY, WASHINGTON;

PARCEL C:

LOTS 2 KING COUNTY SHORT PLAT NUMBER 882065, RECORDED UNDER RECORDING NUMBER 8303160822, IN KING COUNTY, WASHINGTON;

PARCEL D:

LOTS 3 KING COUNTY SHORT PLAT NUMBER 882065, RECORDED UNDER RECORDING NUMBER 8303160822, IN KING COUNTY, WASHINGTON;

PARCEL E:

LOTS 4 KING COUNTY SHORT PLAT NUMBER 882065, RECORDED UNDER RECORDING NUMBER 8303160822, IN KING COUNTY, WASHINGTON;

EXCEPT THE NORTH 60 FEET OF THE EAST 30 FEET OF LOT 4, CONVEYED TO KING COUNTY FOR ROAD PURPOSES RECORDED UNDER RECORDING NUMBER 8705050924.

CHICAGO TITLE INSURANCE COMPANY

A.L.T.A. COMMITMENT
SCHEDULE B

Order No.: 1148453

YOUR NO.: J&M LAND DEV/LINDBERG

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

GENERAL EXCEPTIONS

- A. Rights or claims of parties in possession not shown by the public records.
- B. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
- C. Easements, or claims of easements, not shown by the public records.
- D. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the public records.
- E. Taxes or special assessments which are not shown as existing liens by the public records.
- F. Any service, installation, connection, maintenance, tap, capacity or construction charges for sewer, water, electricity, other utilities, or garbage collection and disposal.
- G. Reservations or exceptions in patents or in Acts authorizing the issuance thereof; Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- H. Water rights, claims, or title to water.
- I. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records, or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

SPECIAL EXCEPTIONS FOLLOW

CHICAGO TITLE INSURANCE COMPANY
A.L.T.A. COMMITMENT
SCHEDULE B
(Continued)

Order No.: 001148453
Your No.:

SPECIAL EXCEPTIONS

A 1. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: PUGET SOUND POWER & LIGHT COMPANY,
A WASHINGTON CORPORATION
PURPOSE: AN UNDERGROUND ELECTRIC
TRANSMISSION AND/OR DISTRIBUTION
SYSTEM
AREA AFFECTED: AS PRESENTLY CONSTRUCTED OR TO BE
CONSTRUCTED
RECORDED: AUGUST 4, 1976
RECORDING NUMBER: 7608040655

B 2. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

PURPOSE: WATER LINE
AREA AFFECTED: THE SOUTH 10 FEET OF LOT 3 OF
PARCEL A AND THE SOUTH 10 FEET OF
THE WEST 110 FEET OF LOT 2 OF
PARCEL B
RECORDED: JUNE 7, 1984
RECORDING NUMBER: 8406070509

AS SAID EASEMENT MAY CONTAIN AN ERRONEOUS LEGAL DESCRIPTION, IF IT IS
INTENDED TO AFFECT THE MOST SOUTHERLY PORTION OF LOT 2.

C 3. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: PUGET SOUND POWER & LIGHT COMPANY,
A WASHINGTON CORPORATION
PURPOSE: UNDERGROUND ELECTRIC SYSTEM
AREA AFFECTED: AS CONSTRUCTED OR TO BE
CONSTRUCTED, EXTENDED, OR
RELOCATED, LYING WITHIN THE WEST
190 FEET OF THE SOUTH 10 FEET OF
LOT 3, PARCEL A
RECORDED: JANUARY 19, 1988
RECORDING NUMBER: 8801190413

D 4. RESERVATIONS AND EXCEPTIONS CONTAINED IN DEED FROM NORTHERN PACIFIC

CHICAGO TITLE INSURANCE COMPANY
A.L.T.A. COMMITMENT
SCHEDULE B
(Continued)

Order No.: 1148453
Your No.: J&M LAND DEV/LINDBERG

SPECIAL EXCEPTIONS

RAILROAD COMPANY:

RESERVING AND EXCEPTING FROM SAID LANDS SO MUCH OR SUCH PORTIONS THEREOF AS ARE OR MAY BE MINERAL LANDS OR CONTAIN COAL OR IRON, AND ALSO THE USE AND THE RIGHT AND TITLE TO THE USE OF SUCH SURFACE GROUND AS MAY BE NECESSARY FOR GROUND OPERATIONS AND THE RIGHT OF ACCESS TO SUCH RESERVED AND EXCEPTED MINERAL LANDS, INCLUDING LANDS CONTAINING COAL OR IRON, FOR THE PURPOSE OF EXPLORING, DEVELOPING AND WORKING THE SAME.

RECORDING NUMBER: 192430

E 5. COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, NOTES, DEDICATIONS AND SETBACKS, IF ANY, SET FORTH IN OR DELINEATED ON THE SHORT PLAT RECORDED UNDER RECORDING NUMBER 7701190691.

F 6. COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, NOTES, DEDICATIONS AND SETBACKS, IF ANY, SET FORTH IN OR DELINEATED ON THE SHORT PLAT RECORDED UNDER RECORDING NUMBER 8303160822.

G 7. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

BETWEEN: PAUL A. AND LOIS A. LINDBERG
AND: RENTON WATER DEPARTMENT
RECORDED: JUNE 29, 1976
RECORDING NUMBER: 7606290721
REGARDING: TEMPORARY WATER SERVICE AGREEMENT

H 8. RESTRICTIONS LIMITING THE USE OF PORTIONS OF THE PROPERTY LYING WITHIN CERTAIN DISTANCES OF A WATER WELL AND/OR REGULATING THE LOCATION OF A WATER WELL, RECORDED UNDER RECORDING NUMBER 8211231008.

I 9. RESTRICTIONS LIMITING THE USE OF PORTIONS OF THE PROPERTY LYING WITHIN CERTAIN DISTANCES OF A WATER WELL AND/OR REGULATING THE LOCATION OF A WATER WELL, RECORDED UNDER RECORDING NUMBER 8208260532.

J 10. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

BETWEEN: PAUL A. LINDBERG

CHICAGO TITLE INSURANCE COMPANY
A.L.T.A. COMMITMENT
SCHEDULE B
(Continued)

Order No.: 1148453
Your No.: J&M LAND DEV/LINDBERG

SPECIAL EXCEPTIONS

AND: OWNERS AND FUTURE OWNERS
RECORDED: AUGUST 26, 1982
RECORDING NUMBER: 8208260533
REGARDING: WELL USE AND EASEMENT AND
MAINTENANCE

- K** 11. DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS REGARDING
FORMATION OF A UTILITY LOCAL IMPROVEMENT DISTRICT, INCLUDING THE TERMS
AND PROVISIONS THEREOF:

RECORDED: JANUARY 21, 1983
RECORDING NUMBER: 8301210758

- L** 12. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

BETWEEN: PAUL A. LINDBERG AND LOIS A.
LINDBERG
AND: OWNERS AND FUTURE OWNERS
RECORDED: MARCH 25, 1983
RECORDING NUMBER: 8303250451
REGARDING: WATER TREATMENT

- M** 13. ORDINANCE NO. 4612 OF THE CITY OF RENTON ESTABLISHING AN ASSESSMENT
DISTRICT FOR SANITARY SEWER SERVICE AND ESTABLISHING THE AMOUNT OF THE
CHARGE UPON CONNECTION TO THE FACILITIES, INCLUDING THE TERMS AND
PROVISIONS THEREOF:

RECORDED: JUNE 21, 1996
RECORDING NUMBER: 9606210966

- N** 14. RIGHT TO MAKE NECESSARY SLOPES FOR CUTS OR FILLS UPON PROPERTY HEREIN
DESCRIBED AS GRANTED IN DEED:

GRANTEE: KING COUNTY
RECORDED: NOVEMBER 8, 1976
RECORDING NUMBER: 7611080549

CHICAGO TITLE INSURANCE COMPANY
A.L.T.A. COMMITMENT
SCHEDULE B
(Continued)

Order No.: 1148453
Your No.: J&M LAND DEV/LINDBERG

SPECIAL EXCEPTIONS

o AFFECTS: LOT 3 OF PARCEL A
LOT 2 OF PARCEL C

p 15. RIGHT TO MAKE NECESSARY SLOPES FOR CUTS OR FILLS UPON PROPERTY HEREIN DESCRIBED AS GRANTED IN DEED:

GRANTEE: KING COUNTY
RECORDED: MAY 5, 1987
RECORDING NUMBER: 8705050924

q AFFECTS: LOT 4 OF PARCEL E

r 16. PAYMENT OF THE REAL ESTATE EXCISE TAX, IF REQUIRED.

THE PROPERTY DESCRIBED HEREIN IS SITUATED WITHIN THE BOUNDARIES OF LOCAL TAXING AUTHORITY OF UNINCORPORATED KING COUNTY. PRESENT RATE IS 1.78%.

ANY CONVEYANCE DOCUMENT MUST BE ACCOMPANIED BY THE OFFICIAL WASHINGTON STATE EXCISE TAX AFFIDAVIT. THE APPLICABLE EXCISE TAX MUST BE PAID AND THE AFFIDAVIT APPROVED AT THE TIME OF THE RECORDING OF THE CONVEYANCE DOCUMENTS.

s 17. GENERAL AND SPECIAL TAXES AND CHARGES, PAYABLE FEBRUARY 15, DELINQUENT IF FIRST HALF UNPAID ON MAY 1, SECOND HALF DELINQUENT IF UNPAID ON NOVEMBER 1 OF THE TAX YEAR (AMOUNTS DO NOT INCLUDE INTEREST AND PENALTIES):

YEAR: 2005
TAX ACCOUNT NUMBER: 152305-9044-00
LEVY CODE: 4155
ASSESSED VALUE-LAND: \$ 125,000.00
ASSESSED VALUE-IMPROVEMENTS: \$ 0.00

GENERAL & SPECIAL TAXES: BILLED: \$ 1,671.58
PAID: \$ 835.79
UNPAID: \$ 835.79

CHICAGO TITLE INSURANCE COMPANY
A.L.T.A. COMMITMENT
SCHEDULE B
(Continued)

Order No.: 1148453
Your No.: J&M LAND DEV/LINDBERG

SPECIAL EXCEPTIONS

T AFFECTS: LOT 3 OF PARCEL A

U 18. GENERAL AND SPECIAL TAXES AND CHARGES, PAYABLE FEBRUARY 15, DELINQUENT IF FIRST HALF UNPAID ON MAY 1, SECOND HALF DELINQUENT IF UNPAID ON NOVEMBER 1 OF THE TAX YEAR (AMOUNTS DO NOT INCLUDE INTEREST AND PENALTIES):

YEAR:	2005
TAX ACCOUNT NUMBER:	152305-9206-04
LEVY CODE:	4155
ASSESSED VALUE-LAND:	\$ 100,000.00
ASSESSED VALUE-IMPROVEMENTS:	\$ 44,000.00
GENERAL & SPECIAL TAXES:	BILLED: \$ 1,909.16
	PAID: \$ 954.58
	UNPAID: \$ 954.58

V AFFECTS: LOT 1 OF PARCEL B

W 19. GENERAL AND SPECIAL TAXES AND CHARGES, PAYABLE FEBRUARY 15, DELINQUENT IF FIRST HALF UNPAID ON MAY 1, SECOND HALF DELINQUENT IF UNPAID ON NOVEMBER 1 OF THE TAX YEAR (AMOUNTS DO NOT INCLUDE INTEREST AND PENALTIES):

YEAR:	2005
TAX ACCOUNT NUMBER:	152305-9205-05
LEVY CODE:	4155
ASSESSED VALUE-LAND:	\$ 148,000.00
ASSESSED VALUE-IMPROVEMENTS:	\$ 147,000.00
GENERAL & SPECIAL TAXES:	BILLED: \$ 3,797.34
	PAID: \$ 1,898.67
	UNPAID: \$ 1,898.67

CHICAGO TITLE INSURANCE COMPANY
A.L.T.A. COMMITMENT
SCHEDULE B
(Continued)

Order No.: 1148453
Your No.: J&M LAND DEV/LINDBERG

SPECIAL EXCEPTIONS

x AFFECTS: LOT 2 OF PARCEL C

y 20. GENERAL AND SPECIAL TAXES AND CHARGES, PAYABLE FEBRUARY 15, DELINQUENT
IF FIRST HALF UNPAID ON MAY 1, SECOND HALF DELINQUENT IF UNPAID ON
NOVEMBER 1 OF THE TAX YEAR (AMOUNTS DO NOT INCLUDE INTEREST AND
PENALTIES):

YEAR:	2005
TAX ACCOUNT NUMBER:	152305-9222-04
LEVY CODE:	4155
ASSESSED VALUE-LAND:	\$ 124,000.00
ASSESSED VALUE-IMPROVEMENTS:	\$ 83,000.00
GENERAL & SPECIAL TAXES:	BILLED: \$ 2,696.91
	PAID: \$ 1,348.46
	UNPAID: \$ 1,348.46

z AFFECTS: LOT 3 OF PARCEL D

aa 21. GENERAL AND SPECIAL TAXES AND CHARGES, PAYABLE FEBRUARY 15, DELINQUENT
IF FIRST HALF UNPAID ON MAY 1, SECOND HALF DELINQUENT IF UNPAID ON
NOVEMBER 1 OF THE TAX YEAR (AMOUNTS DO NOT INCLUDE INTEREST AND
PENALTIES):

YEAR:	2005
TAX ACCOUNT NUMBER:	152305-9223-03
LEVY CODE:	4155
ASSESSED VALUE-LAND:	\$ 125,000.00
ASSESSED VALUE-IMPROVEMENTS:	\$ 87,000.00
GENERAL & SPECIAL TAXES:	BILLED: \$ 2,759.43
	PAID: \$ 1,379.72
	UNPAID: \$ 1,379.71

CHICAGO TITLE INSURANCE COMPANY
A.L.T.A. COMMITMENT
SCHEDULE B
(Continued)

Order No.: 1148453
Your No.: J&M LAND DEV/LINDBERG

SPECIAL EXCEPTIONS

AB AFFECTS: LOT 4 OF PARCEL E

AB 22. A PORTION OF THE IMPROVEMENTS LOCATED ON THE HEREIN DESCRIBED PROPERTY WAS PREVIOUSLY A MOBILE HOME WHICH HAS BEEN CONVERTED TO REAL PROPERTY BY MANUFACTURED HOME TITLE ELIMINATION CERTIFICATE RECORDED UNDER RECORDING NUMBER 20040126002183.

AI AFFECTS: LOT 4 OF PARCEL E

AI 23. THE MOBILE HOME OR MANUFACTURED HOME (AS DEFINED IN RCW 46.04.302) LOCATED OR TO BE LOCATED ON THE REAL PROPERTY DESCRIBED HEREIN IS SUBJECT TO LICENSING AND TITLE REGISTRATION BY THE DEPARTMENT OF MOTOR VEHICLES PURSUANT TO RCW. 46.12.290.

SAID MOBILE OR MANUFACTURED HOME IMPROVEMENTS WILL BE EXPRESSLY EXCEPTED FROM THE LEGAL DESCRIPTION AND NOT INSURED BY THE POLICY UNLESS THE CERTIFICATE OF TITLE IS ELIMINATED AND THE MOBILE HOME IS CONVERTED TO REAL PROPERTY AS REQUIRED BY RCW 65.20.

A MANUFACTURED HOME TITLE ELIMINATION APPLICATION SHOULD BE OBTAINED FROM THE DEPARTMENT OF LICENSING. THE APPLICATION MUST BE SIGNED BY THE REGISTERED AND LEGAL OWNERS OF THE MOBILE HOME, THE OWNER OF THE LAND, THE CITY OR COUNTY BUILDING PERMIT OFFICE, APPROVED BY THE DEPARTMENT OF LICENSING, AND RECORDED OR AVAILABLE FOR RECORDING.

EVIDENCE MUST BE SUBMITTED THAT PERSONAL PROPERTY TAXES ON THE MOBILE HOME HAVE BEEN PAID THROUGH THE CURRENT YEAR AND PERSONAL PROPERTY TAXES FOR NEXT YEAR, IF SUBJECT TO ASSESSMENT, HAVE BEEN PAID.

PLEASE CONTACT YOUR TITLE OFFICER IF THE MOBILE OR MANUFACTURED HOME IS NOT TO BE CONVERTED TO REAL PROPERTY.

AK AFFECTS: LOT 3 OF PARCEL A
LOTS 1 AND 3 OF PARCEL B AND D

AN 24. TO PROVIDE AN EXTENDED COVERAGE LENDER'S POLICY GENERAL EXCEPTIONS A THROUGH D WILL BE CONSIDERED WHEN OUR INSPECTION AND/OR REVIEW OF

CHICAGO TITLE INSURANCE COMPANY
A.L.T.A. COMMITMENT
SCHEDULE B
(Continued)

Order No.: 1148453
Your No.: J&M LAND DEV/LINDBERG

SPECIAL EXCEPTIONS

SURVEY, IF REQUIRED, IS COMPLETED. A SUPPLEMENTAL COMMITMENT WILL FOLLOW.

AO

NOTE 1:

EFFECTIVE JANUARY 1, 1997, DOCUMENT FORMAT AND CONTENT REQUIREMENTS HAVE BEEN IMPOSED BY WASHINGTON LAW. FAILURE TO COMPLY WITH THE FOLLOWING REQUIREMENTS MAY RESULT IN REJECTION OF THE DOCUMENT BY THE COUNTY RECORDER OR IMPOSITION OF A \$50.00 SURCHARGE.

FIRST PAGE OR COVER SHEET:

3" TOP MARGIN CONTAINING NOTHING EXCEPT THE RETURN ADDRESS.

1" SIDE AND BOTTOM MARGINS CONTAINING NO MARKINGS OR SEALS.

TITLE(S) OF DOCUMENTS.

RECORDING NO. OF ANY ASSIGNED, RELEASED OR REFERENCED DOCUMENT(S).

GRANTORS NAMES (AND PAGE NO. WHERE ADDITIONAL NAMES CAN BE FOUND).

GRANTEES NAMES (AND PAGE NO. WHERE ADDITIONAL NAMES CAN BE FOUND).

ABBREVIATED LEGAL DESCRIPTION (AND PAGE NO. FOR FULL DESCRIPTION).

ASSESSOR'S TAX PARCEL NUMBER(S).

RETURN ADDRESS (IN TOP 3" MARGIN).

**A COVER SHEET CAN BE ATTACHED CONTAINING THE ABOVE FORMAT AND DATA IF THE FIRST PAGE DOES NOT CONTAIN ALL REQUIRED DATA.

ADDITIONAL PAGES:

1" TOP, SIDE AND BOTTOM MARGINS CONTAINING NO MARKINGS OR SEALS.

ALL PAGES:

NO STAPLED OR TAPED ATTACHMENTS. EACH ATTACHMENT MUST BE A SEPARATE PAGE. ALL NOTARY AND OTHER PRESSURE SEALS MUST BE SMUDGED FOR VISIBILITY. FONT SIZE OF 8 POINTS OR LARGER.

THE FOLLOWING MAY BE USED AS AN ABBREVIATED LEGAL DESCRIPTION ON THE DOCUMENTS TO BE RECORDED TO COMPLY WITH THE REQUIREMENTS OF RCW 65.04. SAID ABBREVIATED LEGAL DESCRIPTION IS NOT A SUBSTITUTE FOR A COMPLETE LEGAL DESCRIPTION WHICH MUST ALSO APPEAR IN THE BODY OF THE DOCUMENT:

PARCEL A:

LOT 3, KING COUNTY SHORT PLAT NUMBER 676075, RECORDING NUMBER 7701190691.

PARCEL B, C, D AND E

LOTS 1, 2, 3 AND A PORTION OF LOT 4, KING COUNTY SHORT PLAT NUMBER 882065, RECORDING NUMBER 8303160822.



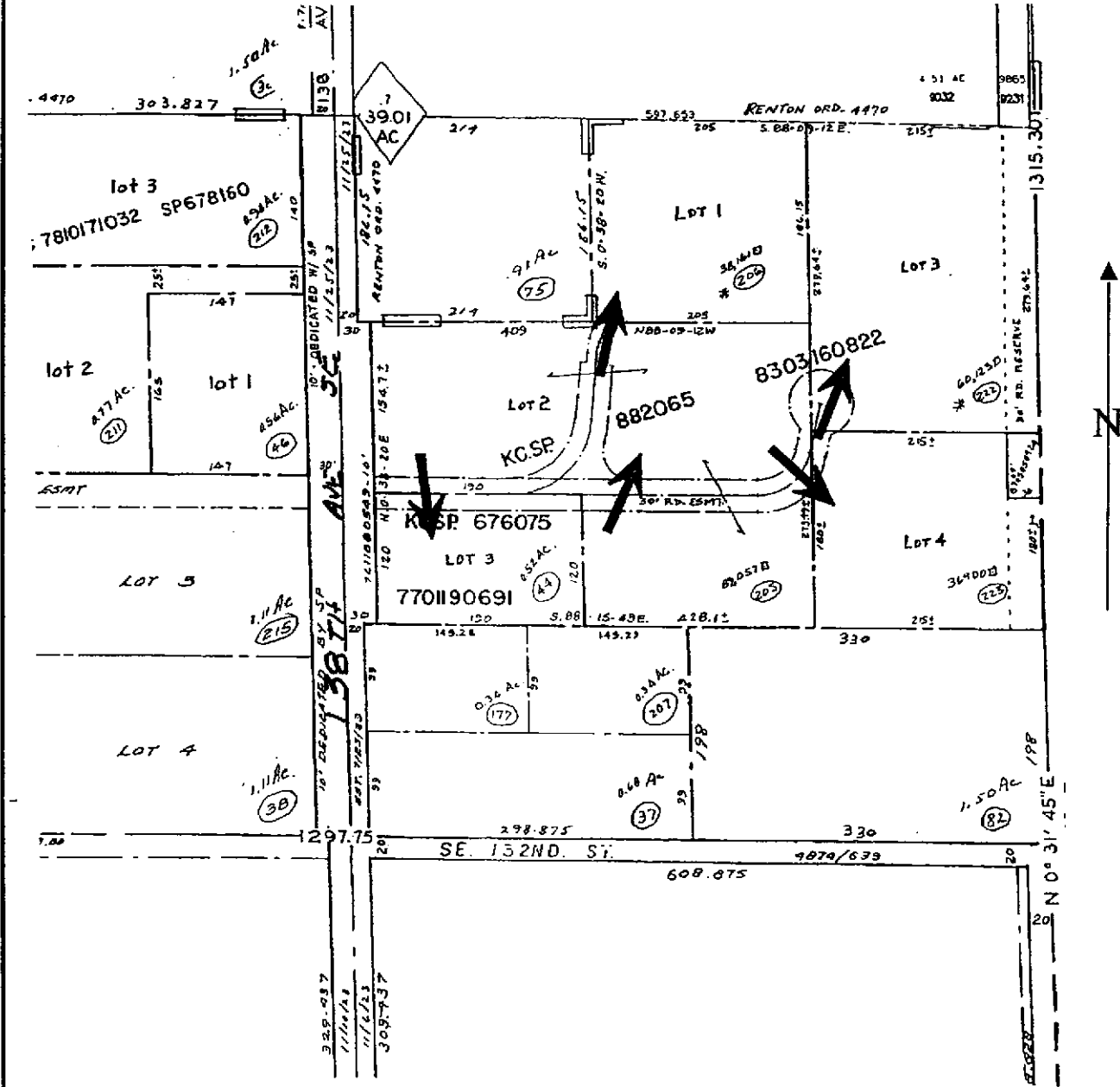
CHICAGO TITLE INSURANCE COMPANY

701 FIFTH AVENUE, #3400, SEATTLE, WA 98104

PHONE: (206)628-5600

FAX: (206)628-4725

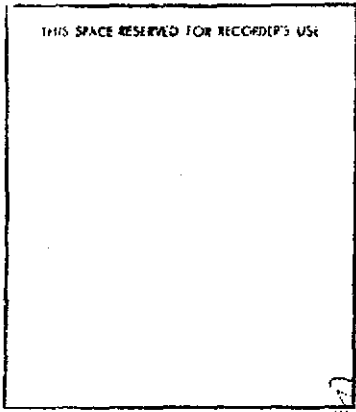
IMPORTANT: This is not a Survey. It is furnished as a convenience to locate the land indicated hereon with reference to streets and other land. No liability is assumed by reason of reliance hereon.





A TICO COMPANY

Filed for Record at Request of



W 45095

REVENUE STAMPS

DEPT. OF REVENUE & TRAINING
COUNTY OF RENTON

MAY - 4 2006
RECEIVED

8007140208

TO _____
FIRST FEDERAL SAVINGS & LOAN ASSN. OF RENTON
BOX 259 RENTON WASH. 98055

C-33410

FORM L58F

Statutory Warranty Deed

THE GRANTOR FRANK E. and JESSIE E. ROWAN

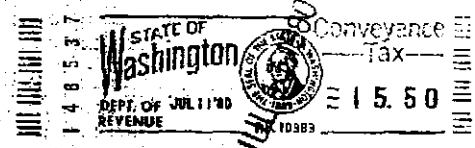
for and in consideration of Fulfillment of contract

in hand paid, conveys and warrants to PAUL A. and LOIS A. LINDBERG

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

1550

The Southeast Quarter of the Northeast Quarter of the Northwest Quarter of Section 15, Township 23 North, Range 5 East, W.M., in King County, Washington; EXCEPT the South 198 feet thereof; AND EXCEPT county road, and EXCEPT the North 186.15 feet of the West 234 feet.



This deed is given in fulfillment of that certain real estate contract between the parties hereto, dated April 15, 1975, and conditioned for the conveyance of the above described property, and the covenants of warranty herein contained shall not apply to any title, interest or encumbrance arising by, through or under the purchaser in said contract, and shall not apply to any taxes, assessments or other charges levied, assessed or becoming due subsequent to the date of said contract.

Real Estate Excise Tax was paid on this sale or stamped exempt on April 30, 1975, Rec. No. E 299905 953799

Dated this 14th day of May, 1975
SALES TAX PAID ON CONTRACT AFF. NO. 299909
KING CO. RECORDS DIVISION
BY [Signature]

day of May, 1975
[Signature] (SEAL)
Frank E. Rowan
[Signature] (SEAL)
Jessie E. Rowan

STATE OF WASHINGTON, }
County of King }

On this day personally appeared before me FRANK E. ROWAN & JESSIE E. ROWAN to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 14th day of May, 1975
[Signature]
Notary Public in and for the State of Washington,
residing at Renton



20020122001317

TIM LINDBERG OCD
PAGE 001 OF 002
01/22/2002 12:01
KING COUNTY, WA

10.00

E1863752

01/22/2002 12:01
KING COUNTY, WA
TAX \$2.00
SALE \$0.00

PAGE 001 OF 001

When recorded return to

TIMOTHY J
13845 SE
RENTON, WA

TIMOTHY JOEL LINDBERG
13845 SE 131st ST
RENTON WA 98059

LF298WA-04

QUITCLAIM DEED

THIS QUITCLAIM DEED, executed this _____ day of _____, 20____,
by first party, Grantor, **PALL A. LINDBERG** whose post office address is _____
13836 SE 131st ST RENTON, WA 98059
to second party, Grantee, **TIMOTHY J. LINDBERG** whose post office address is _____
13845 SE 131st ST, RENTON, WA 98059

WITNESSETH, That the said first party, for good consideration and for the sum of
AS A GIFT Dollars (\$ ~~0.00~~ - **GIFT**)
paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim
unto the said second party forever, all the right, title, interest and claim which the said first party has in and to the
following described parcel of land, and improvements and appurtenances thereto in the County of **KING**,
State of Washington to wit

1982 CANOLEWOOD MOBILE HOME SN 17418 % 49253
SIZE 56/24 REVENUE TAX CODE # 4155
ASSESSORS TAX CODE P5 4200-399240-89

LOT 15-23-05 BLOCK 9223 CODE 4155 SEC 15 TWP 23 RG05
ASSESSORS TAX CODE 152305 - 9223 - 03

LOT 4 LESS RD OF KC SHORT PLAT # 882065

RECORDING No 830316-0822 SD SHORT PLAT DAF -

LOTS 1 & 2 OF KC SHORT PLAT NO 676075

RECORDING No 7701190691 BEING ETC.

PROPERTY ADDRESS 13845 SE 131st ST, RENTON, WA 98059

20080122001317

Assessor's Property Tax Parcel/Account Number(s)
152305 - 9223 - 03
P5 4200 - 399240 - 89

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written Signed, sealed and delivered in presence of

Lois Lindberg
Signature of Witness

LOIS LINDBERG
Print name of Witness

13836 SE 131st, Renton 98059
Address of Witness

Paul A Lindberg
Signature of First Party

PAUL A. LINDBERG
Print name of First Party

State of Washington
County of KING }ss

On this day personally appeared before me Paul A Lindberg, Lois Lindberg,
and Tim Lindberg known to me to be the individuals(s) whose described to the
within instrument and who executed the within and foregoing instrument, and acknowledged that
signed the same as free and voluntary act and deed, for the uses and purposes
therein mentioned

WITNESS my hand and official seal this

17 day of January 2002



Jill Merry
Jill Merry
Notary Public in and for the State of Washington
Residing at Renton

My appointment expires 6-23-03

AUG-28-76 10 00 174 7608040655 LSTA HF 3.00

4788.37 4/76

EASEMENT FOR UNDERGROUND ELECTRIC SYSTEM

PAUL A. LINDBERG and LOIS A. LINDBERG, husband and wife,

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

The Southeast 1/4 of the Northeast 1/4 of the Northwest 1/4 of Section 15, Township 23 North, Range 5 East, W.M., in King County, Washington; EXCEPT the south 198 feet thereof; AND EXCEPT county road, and EXCEPT the north 186.15 feet of the west 234 feet.

Except as may be otherwise set forth herein Grantee's rights shall be exercised upon that portion of the Property (the "Right-of-Way" herein) described as follows:

A Right-of-Way 5 feet in width having 2 1/2 feet of such width on each side of a centerline described as follows:

The centerline of Grantee's facilities as presently constructed or to be constructed upon the above described Property.

1% EXCISE TAX NOT REQUIRED
King Co. Records Division
By [Signature], Deputy

35

1. Purpose. Grantee shall have the right to construct, operate, maintain, repair, replace and enlarge an underground electric transmission and/or distribution system upon and under the Right-of-Way together with all necessary or convenient appurtenances therefor, which may include but are not limited to the following: underground conduits, cables, communication lines; vaults, manholes, switches, and transformers; and semi-buried or ground mounted facilities. Following the initial construction of its facilities, Grantee may from time to time construct such additional facilities as it may require.

2. Access. Grantee shall have the right of access to the Right-of-Way over and across the Property to enable Grantee to exercise its rights hereunder, provided, that Grantee shall compensate Grantor for any damage to the Property caused by the exercise of said right of access.

3. Obstructions; Landscaping. Grantee may from time to time remove trees, bushes, or other obstructions within the Right-of-Way and may level and grade the Right-of-Way to the extent reasonably necessary to carry out the purposes set forth in paragraph 1 hereof, provided, that following any such work, Grantee shall, to the extent reasonably practicable, restore the Right-of-Way to the condition it was immediately prior to such work. Following the installation of Grantee's underground facilities, Grantor may undertake any ordinary improvements to the landscaping of the Right-of-Way, provided that no trees or other plants shall be placed thereon which would be unreasonably expensive or impractical for Grantee to remove and restore.

4. Grantor's Use of Right-of-Way. Grantor reserves the right to use the Right-of-Way for any purpose not inconsistent with the rights herein granted, provided: that Grantor shall not construct or maintain any building or other structure on the Right-of-Way which would interfere with the exercise of the rights hereto granted; that no digging, tunneling or other form of construction activity shall be done on the Property which would disturb the compaction or unearth Grantee's facilities on the Right-of-Way, or endanger the lateral support to said facilities; and that no blasting shall be done within 15 feet of the Right-of-Way.

5. Indemnity. By accepting and recording this easement, Grantee agrees to indemnify and hold harmless Grantor from any and all claims for damages suffered by any person which may be caused by Grantee's exercise of the rights herein granted; provided, that Grantor shall not be responsible to Grantor for any damages resulting from injuries to any person caused by acts or omissions of Grantor.

6. Abandonment. The rights herein granted shall continue until such time as Grantee ceases to use the Right-of-Way for a period of five (5) successive years, in which event this easement shall terminate and all rights hereunder shall revert to Grantor, provided that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its facilities on the Right-of-Way within any period of time from the date hereof.

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

DATED this 13 day of July, 19 76.

GRANTOR
Paul A. Lindberg
Paul A. Lindberg
Lois A. Lindberg
Lois A. Lindberg

WS 877177
4/1/75

STATE OF WASHED }
COUNTY OF KING } ss.

PAUL A. LINDBERG and

On this day personally appeared before me LOIS A. LINDBERG, to me known to be the said Notary Public described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 13th day of JULY, 19 76.

Lois A. Lindberg
NOTARY PUBLIC in and for the State of Washington,
residing at KING COUNTY
5722 NE 182nd St
Sea Lake Wash

7608040655

STATE OF WASHINGTON }
COUNTY OF _____ } ss.

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

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.

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

Recorder's Note: Notarial seal on the reverse side.

FILED FOR RECORD AT REQUEST OF:
PUGET POWER
REAL ESTATE DIVISION
P. O. BOX 868
BELLEVUE, WASHINGTON 98009

ATTENTION: HOWARD A. STROM

AUG 4 12 03 PM '76

RECORDED & RECHARGED

send copy to - Frea Busch
1312 N. 34th
Renton Wa. 98056

EASEMENT

For a valuable consideration, receipt of which is hereby acknowledged, the Grantor(s),
Paul Lindberg (RECEIPT OF 4/188 ACKNOWLEDGED)

hereby grant and convey to the Grantee(s), Judy and Fred Busch

their successors and assigns, the right, privilege and authority to construct, improve, repair
and maintain a water line

across, over and upon 10 feet wide x 200 feet long feet of the following land, located in
King County, State of Washington, to-wit:

see attached legal description ~~and plot map~~

8406070509

RECORDED 11:57 AM
MAY 25 1984
DIVISION OF RECORDS & ELECTIONS
KING COUNTY

84/06/07
RECEIVED 4.00
By [Signature] CASH
#0509 D
*****4.00
SS

The Grantor(s) shall make no use of the land occupied by said water line

except for presently installed fences (see plot map) and general dirt farming non damaging to the water line, fence on south border may be extended

In exercising the rights herein granted, the Grantee(s), h successors and assigns, may pass and repass over said easement and may cut and remove brush, trees and other obstructions which in the opinion of the Grantee(s) interfere(s) with maintenance of said water line

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

In Witness Whereof, the said Grantor(s) has executed this instrument this 11th day of May, 1984.

Paul A. Lindberg

STATE OF WASHINGTON, } ss. (Individual Acknowledgment)
County of KING

I, TRACEY L. McDONNELL, Notary Public in and for the State of Washington, residing at BelleVue, do hereby certify that on this 11th day of May, 1984, personally appeared before me Paul A. Lindberg

to me known to be the individual described in and who executed the within instrument and acknowledged that he signed the same as Paul A. Lindberg free and voluntary act and deed for the uses and purposes herein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 11th day of May, 1984.

Tracey L. McDonnell

Notary Public in and for the State of Washington, residing at BelleVue in said County.

FILED for Record at Request of

Name Fred Busch

Address 1312 N. 34th

Renton, Wa. 98056

Legal Description

The south 10 feet of Lot 3 of King County Short Plat Number 676075 recorded under Recording Number 7701190691; being in the southeast quarter of the northeast quarter of the northwest quarter of Section 15, Township 23 North, Range 5 East, W. M., in King County Washington.

The south 10 feet of the west 110 feet of Lot 2 of King County short plat Number 882065 recorded under Recording number 8303160822; being in the southeast quarter of the northeast quarter of the northwest quarter of section 15, Township 23 North, Range 5 East, W. M. in King County, Washington

Subject To exceptions, reservations, rights conditions and easements by instruments recorded under King County Recording Numbers 192430, 7608040655, 7606290721, 7701190691, 8208260532, 8208260533, 8211231008. and 7611080549.

OK Paul A Lindberg 5/19/84

8406070509

ORIGINAL

**PUGET
POWER**

EASEMENT FOR UNDERGROUND ELECTRIC SYSTEM

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

PAUL A. LINDBERG AND LOIS A. LINDBERG, husband and wife

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

8801190413

The Southeast quarter of the Northeast quarter of the Northwest quarter of Section 15, Township 23 North, Range 5 East, W.M., in King County, Washington;
EXCEPT the South 198 feet thereof;
AND EXCEPT county road;
AND EXCEPT the North 186.15 feet of the West 234 feet.

88/01/19 #0413 0
RECD \$ 1.00
CASH \$ 1.00
11

Except as may be otherwise set forth herein Grantor's rights shall be exercised upon that portion of the Property (the "Right-of-Way" herein) described as follows:
A Right-of-Way ten (10) feet in width having five (5) feet of such width on each side of a centerline described as follows:

The centerline of Grantee's facilities as constructed or to be constructed, extended, or relocated, lying within the West 190 feet of the South 10 feet of the above described Property.

1% EXCISE TAX NOT REQUIRED
King Co. Records Division

FILED FOR RECORD AT REQUEST OF:
PUGET POWER ATTENTION: SCOTT JACOBS
REAL ESTATE DEPARTMENT
P.O. BOX 97034
BELLEVUE, WASHINGTON 98009-9734

By [Signature] Deputy

1. Purpose. Grantee shall have the right to construct, operate, maintain, repair, replace and enlarge an underground electric transmission and/or distribution system, upon and under the Right-of-Way together with all necessary or convenient appurtenances therefor, which may include but are not limited to the following: underground conduits, cables, communication lines; vaults, manholes, switches, and transformers; and semi-landed or ground mounted facilities. Following the initial construction of its facilities, Grantee may from time to time construct such additional facilities as it may require.

2. Access. Grantee shall have the right of access to the Right-of-Way over and across the Property to enable Grantee to exercise its rights hereunder, provided that Grantee shall compensate Grantor for any damage to the Property caused by the exercise of said right of access.

3. Obstructions; Landscaping. Grantee may from time to time remove trees, bushes, or other obstructions within the Right-of-Way and may level and grade the Right-of-Way to the extent reasonably necessary to carry out the purposes set forth in paragraph 1 hereof, provided that following any such work, Grantee shall, to the extent reasonably practicable, restore the Right-of-Way to the condition it was immediately prior to such work. Following the installation of Grantee's underground facilities, Grantor may undertake any ordinary improvements to the landscaping of the Right-of-Way, provided that no trees or other plants shall be placed thereon which would be unreasonably expensive or impractical for Grantee to remove and restore.

4. Grantor's Use of Right-of-Way. Grantor reserves the right to use the Right-of-Way for any purpose not inconsistent with the rights herein granted, provided that Grantor shall not construct or maintain any building or other structure on the Right-of-Way which would interfere with the exercise of the rights herein granted; that no digging, tunneling or other form of construction activity shall be done on the Property which would disturb the compaction or unearth Grantee's facilities on the Right-of-Way, or endanger the lateral support to said facilities; and that no blasting shall be done within 15 feet of the Right-of-Way.

5. Indemnity. By accepting and recording this easement, Grantee agrees to indemnify and hold harmless Grantor from any and all claims for injuries and/or damages suffered by any person which may be caused by the Grantee's exercise of the rights herein granted; provided that Grantee shall not be responsible to Grantor for any injuries and/or damages to any person caused by acts or omissions of Grantor.

6. Abandonment. The rights herein granted shall continue until such time as Grantee ceases to use the Right-of-Way for a period of five (5) successive years, in which event this easement shall terminate and all rights hereunder shall revert to Grantor, provided that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its facilities on the Right-of-Way within any period of time from the date hereof.

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

R-2550 XJ-AC001
8710259 235-58

6.00

JAN 19 77 1 00 5 26 7701190691 — E BF

S. 15 T. 23N R. 5E

SHORT PLAT NO 676075
KING COUNTY, WASHINGTON

Recording Number

This space reserved for recorder's use

Filed for record at the request of:
Paul A. Lindberg
Name

Return to:
Building & Land Development
460 KC Administration Bldg
Seattle, Washington 98104

APPROVAL

Department of Planning and Community Development
Building and Land Development Division

Examined and approved this 13 day of
JANUARY, 1977
Edward B. Auld
Manager, Building & Land Development Division

Department of Public Works RP

Examined and approved this 6TH day of
JANUARY, 1977
P. Coffelt
Director

Department of Assessments

Examined and approved this 13 day of
January, 1977
HARLEY H. HOPPE
Asessor
A. Martin
Deputy Assessor

LEGAL DESCRIPTION

1. TRACT AREA: SE 1/4 of NE 1/4 of NW 1/4 of Sec 15, Twn 23N, Rg SE, W.M. King County, Washington, except the South 198 feet, & except the North 186.75 feet of the West 234 feet, & except County road.
2. Lot #1: The North 186.15 feet of SE 1/4 of NE 1/4 of NW 1/4 of Sec 15, Twn 23N, Rg SE, W.M. King County, Washington, except the West 234 feet, together with and subject to an easement for ingress, egress, and utilities as described in paragraph 5 below.
3. Lot #2: SE 1/4 of NE 1/4 of NW 1/4 of Sec 15, Twn 23N, Rg SE, W.M. King County, Washington, except the South 198 feet, & except the North 186.15 feet, & except the South 120 feet of the West 220 feet of the remainder, & except County Road, together with and subject to an easement for ingress, egress, and utilities as described in paragraph 5 below.
4. Lot #3: The South 120 feet of the West 220 feet of the following described tract: The SE 1/4 of NE 1/4 of NW 1/4 of Sec 15, Twn 23N, Rg SE, W.M. King County, Washington, except the South 198 feet, & except County Road; together with and subject to an easement for ingress, egress, and utilities as described in paragraph 5 below.

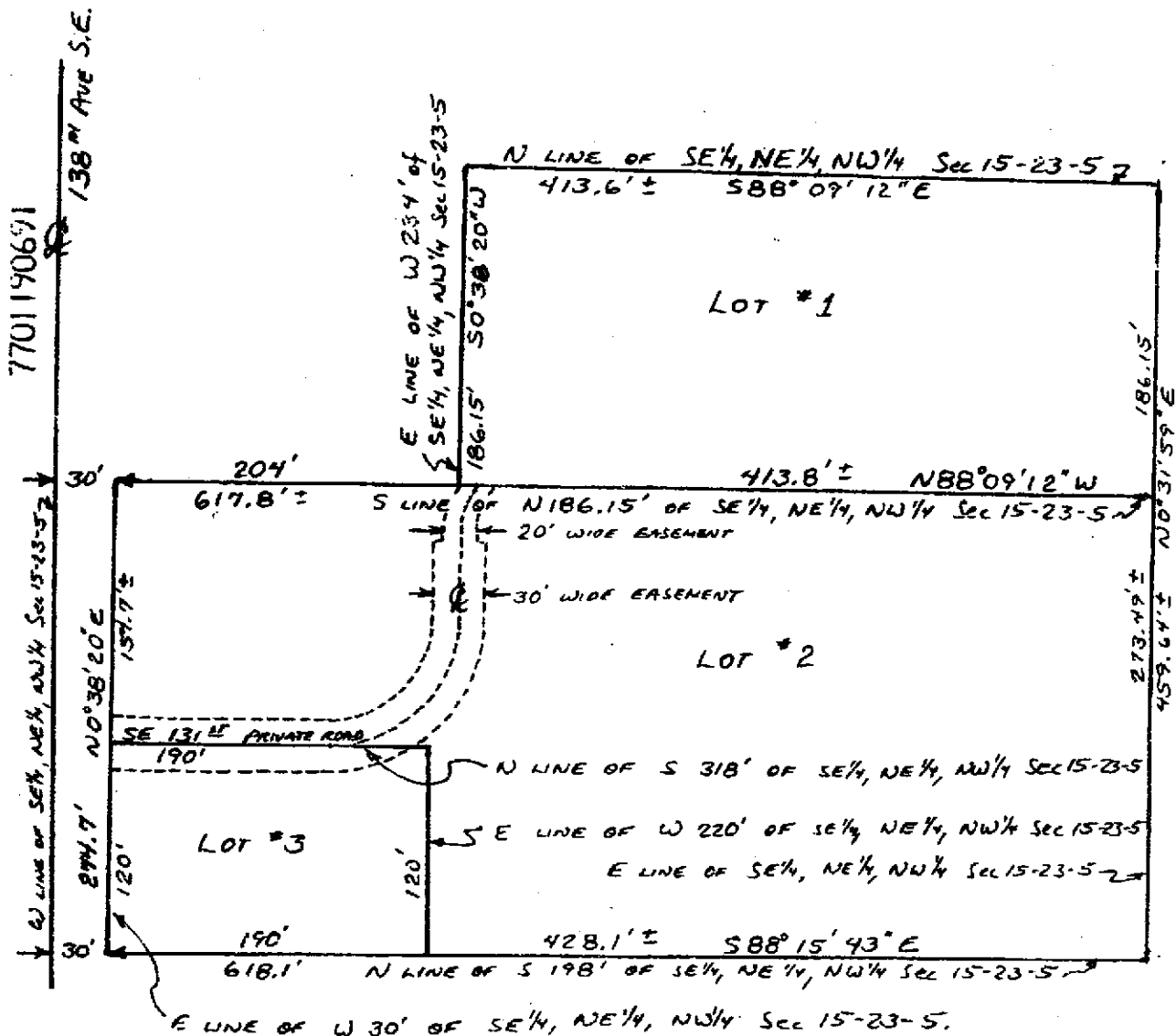
Map on File in Vault

Page 1 of 5

NW 15 23-5 9044

770190691
1690611011

5. ROAD EASEMENT: A road easement for ingress, egress, & utilities shall extend 15 feet on each side of a centerline beginning 30 feet East of the West line and 318 feet North of the South line of SE $\frac{1}{4}$ of NE $\frac{1}{4}$, of NW $\frac{1}{4}$ of Sec 15, Twn 23N, R $\frac{1}{2}$ 5E, W.M. King County, Washington, thence S88°15'43"E 123.5 feet, to a curve to the left 111.25 feet with a radius of 75 feet, thence N06°44'58"E 51.25 feet, then continue 10 feet on each side of a centerline from thence N06°44'58"E 8.5 feet, to a curve to the right 10.15 feet with a radius of 35 feet, thence N23°21'50"E to the South line of the North 186.15 feet of SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Sec 15, Twn 23N, R $\frac{1}{2}$ 5E, W.M. King County, Washington. The first 123.5 feet of the above described 30-foot wide easement shall be maintained equally by the owners of Lots #1, #2, & #3 (See paragraphs 2, 3, & 4 above); The remainder of the 30 foot wide easement described above shall be maintained equally by the owners of Lots #1 and #2 (see paragraphs 2 & 3 above); and the entire 20 foot wide easement shall be maintained solely by the owner of Lot #1 (see paragraph 2 above).



Map on File in Vault

Direction: W



Scale:



COVENANTS, CONDITIONS, AND RESTRICTIONS RUNNING WITH THE LAND:

Tract ~~(X)~~ SE. 131st, designated upon the plat as a private road and thoroughfare, is described in the King County Comprehensive Plan as a "local access street or road" and in accordance with the standards therein, may be required for future County street, road, or thoroughfare.

7701190691

1. The owner, his grantees and assigns, hereby agree to dedicate Tract ~~(X)~~ SE. 131st to King County for right-of-way and street purposes, at such time as said Tract ~~(X)~~ S.E. 131st is ~~not~~ needed for those purposes. A Deed conveying Tract ~~(X)~~ S.E. 131st to King County shall be executed by the owner, his grantees and assigns, and shall be delivered to King County upon demand.
2. The owner, his grantees and assigns, hereby agree(s) to participate in, and/or not oppose or protest, the formation of a County Road Improvement District (CRID) pursuant to RCW 36.88 or any Road Improvement project sanctioned by King County which is designed to improve Tract ~~(X)~~ SE. 131st and the immediate street system of which it is a part.

Timing of the formation of said CRID or other road improvement project shall be determined by King County. The street improvement authorized by the CRID or other road improvement project shall call for the improvement of Tract ~~(X)~~ SE. 131st and its immediate street system to at least the minimum King County road standards applicable to the CRID or other road project is formed; provided that, in situations where there is a multiple ownership of properties participating in the formation of the CRID, or other road improvement project, if a majority of the property owners want a higher standard, i.e., curbs, gutters, underground drainage, etc., that standard shall prevail.

Paul G. Lindberg - owner
Lois A. Lindberg

DECLARATION:

Know all men by these presents that we, the undersigned, owner(s) in fee simple [and contract purchaser(s)] of the land herein described do hereby make a short subdivision thereof pursuant to RCW 58.17.060 and declare this short plat to be the graphic representation of 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.

7701190691

Paul A. Lundberg
Name
Lois A. Lundberg
Name

Name

Name

Name

Name

STATE OF WASHINGTON }
County of King } ss.

On this day personally appeared before me _____

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

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

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

seal

STATE OF WASHINGTON }
County of _____ } ss.

On this day personally appeared before me _____

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

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

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

seal

Recorder's Note: Complete acknowledgment not executed.

SHORT PLAT NO 88265

S. 15 T. 23 R. 5

KING COUNTY, WASHINGTON

8203160622

Recording Number

This space reserved for recorder's use

Filed for record at the request of: Paul Lindberg
Name

Return to:
Building & Land Development
450 KC Administration Bldg
Seattle, Washington 98104

APPROVAL

Department of Planning and Community Development
Building and Land Development Division

Examined and approved this 15th day of March, 19 83
Ray Dely
Manager, Building & Land Development Division

Department of Public Works

Examined and approved this 10th day of March, 19 83
Ray Dely
Director

Department of Assessments

Examined and approved this 10 day of March, 19 83
Harley H. Norpe
Assessor
De Maitre
Deputy Assessor

NEB 1071614 15-23 3 #0822 R
RECD 5 2055 0206
REV 5 15.00
CASHSL ***21.00
11

LEGAL DESCRIPTION

TOTAL AREA:

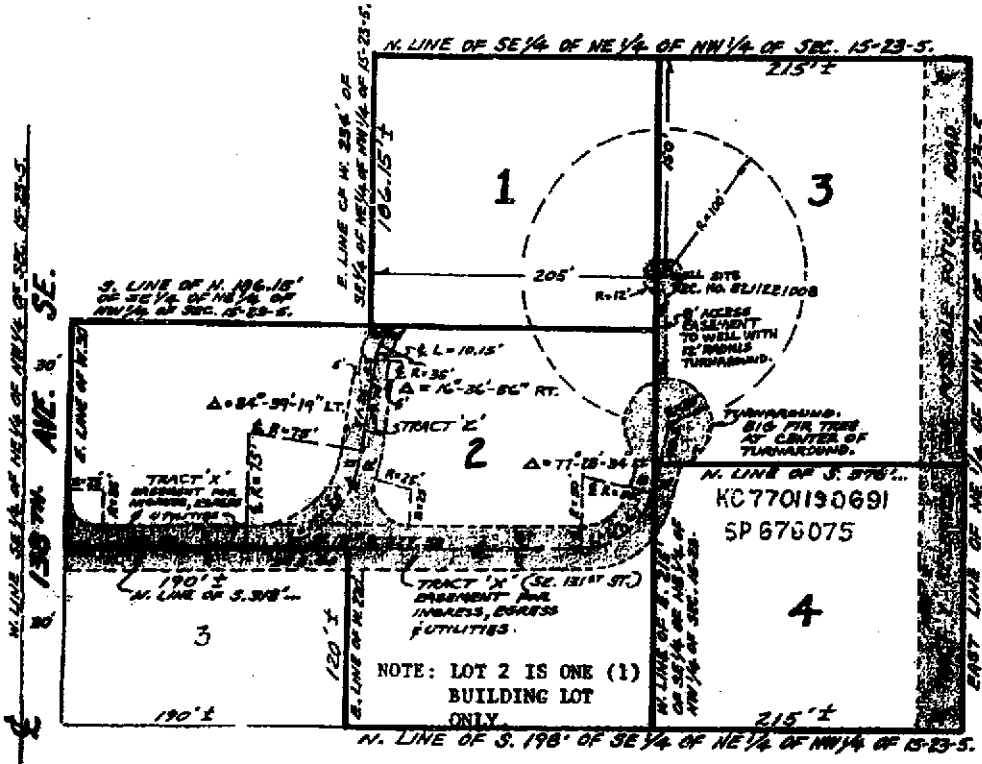
Lots 1 and 2 of King County Short Plat Number 676075 recorded under Recording Number 7701190691; being the southeast quarter of the northeast quarter of the northwest quarter of Section 15, Township 23 North, Range 5 East, W.M., in King County, Washington;
EXCEPT the south 198 feet thereof; and
EXCEPT the north 186.15 feet of the west 234 feet; and
EXCEPT county road;
SUBJECT TO exceptions, reservations, rights, conditions and encumbrances by instruments recorded under King County Recording Number's 192430, 7608040655, 7606290721, 7701190691, 8208260532, 8208260533, 8211231008 and 7611080549.

Situate in the County of King, State of Washington.

RECORDED THIS DAY
Mar 16 1 30 PM '83
BY THE DIVISION OF
RECORDS & ELECTIONS
KING COUNTY

NE 1/4 OF N. 1/4 OF SEC. 15-23-5
KING COUNTY, WASH.

8303166822

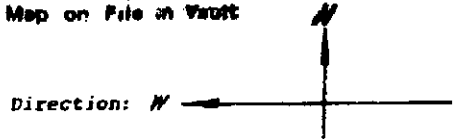


WARNING: King County has no responsibility to build, improve, maintain or otherwise service the private roads contained within or provided service to the property described in this short plat.

MAINTENANCE AGREEMENT CONTINUED
Tract "Z"- 30 foot wide portion by Lot's 1 & 2. 20 foot wide portion by Lot 1 only.

MAINTENANCE AGREEMENT
Tract's "X" and "Z" to be maintained, repaired and/or rebuilt by the owners of the parcels having legal access therefrom and their heirs, assigns or successors unless and until such roads are improved to King County standards and are dedicated and accepted by King County for maintenance. Responsibility for said maintenance is as follows:
Tract "X"- (West 123.5') Lot's 1,2,3,4 and Lot 3 of S.P.#676075. Remainder, including turnaround by Lot's 3 & 4.

Map on File at Vault



Scale: 1" = 100'



DECLARATION:

Know all men by these presents that we, the undersigned, owner(s) in fee simple [and contract purchaser(s)] of the land herein described do hereby make a short subdivision thereof pursuant to RCW 58.17.060 and declare this short plat to be the graphic representation of 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.

Paul A. Lindberg
Name

Name

Lois Arko Lindberg
Name

Name

Name

Name

8303160822

STATE OF WASHINGTON)
County of King) ss.

On this day personally appeared before me Paul A. Lindberg

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this day of November 10th, 19 82

Harrie A. Seal
Notary Public in and for the State of
Washington residing at Seattle.

seal

STATE OF WASHINGTON)
County of King) ss.

On this day personally appeared before me LOIS ARKO LINDBERG

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that SHE signed the same as HER free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this day of NOVEMBER 11th, 19 82

Harrie A. Seal
Notary Public in and for the State of
Washington, residing at Kent 139

seal

SHORT PLAT NO. 882065

Page 3 of 4

COVENANTS, CONDITIONS, AND RESTRICTIONS RUNNING WITH THE LAND:

Tract(s) X & Y, designated upon the plat as a private road and thoroughfare, is described in the King County Comprehensive plan as a "local access street or road" and in accordance with the standards therein, may be required for future County street, road, or thoroughfare.

1. The owner, his grantees and assigns, hereby agree to dedicate Tract(s) X & Y to King County for right-of-way and street purposes, at such time as said Tract(s) X & Y is/are needed for those purposes. A Deed conveying Tract(s) X & Y to King County shall be executed by the owner, his grantees and assigns, and shall be delivered to King County upon demand.
2. The owner, his grantees and assigns, hereby agree(s) to participate in, and/or not oppose or protest, the formation of a County Road Improvement District (CRID) pursuant to RCW 36.88 or any Road Improvement project sanctioned by King County which is designed to improve Tract(s) X & Y and the immediate street system of which it is a part.

Timing of the formation of said CRID or other road improvement project shall be determined by King County. The street improvement authorized by the CRID or other road improvement project shall call for the improvement of Tract(s) X & Y and its immediate street system to at least the minimum King County road standards applicable to the CRID or other road project is formed; provided that, in situations where there is a multiple ownership of properties participating in the formation of the CRID, or other road improvement project, if a majority of the property owners want a higher standard, i.e., curbs, gutters, underground drainage, etc., that standard shall prevail.

8303160822

CITY OF RENTON
TEMPORARY WATER SERVICE AGREEMENT

DATE JUNE 24, 1976

We Paul A. & Lois A. LINDBERG, owner(s) of

Address 13030-138th S.E. Tap # _____

legally described as follows:

SE¹/₄ OF NE¹/₄ OF NW¹/₄ OF SECTION 15, TOWNSHIP 23N,
RANGE 5E, WM. IN KING COUNTY, WASHINGTON;
EXCEPT THE SOUTH 198' THEREOF; AND EXCEPT COUNTY
ROAD; AND EXCEPT THE NORTH 186.15' OF THE WEST 234'.

7606290721

for and in consideration of the Renton Water Department granting a permit to connect a temporary water service and/or main in 138th St. for the above property hereby agree that no protests can be made by above parties, their heirs and assigns, against the construction of, or assessment for a permanent watermain which will necessarily be constructed in the street to serve this property.

This agreement shall be a covenant running with the land and shall be binding upon all parties and their heirs and assigns until the permanent watermain to serve the above described property has been constructed and the assessment roll or cost per property therefore certified to the City Treasurer for collection, or payment.

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

Paul A. Lindberg (SEAL)
Lois A. Lindberg (SEAL)

STATE OF WASHINGTON)
COUNTY OF KING) ss

I, Jack Slagter a Notary Public in and for the State of Washington, residing at Seattle, do hereby certify that on this 24th day of June, 1976, personally appeared before me Paul A. & Lois A. Lindberg, to me known to be the individual(s) described herein and who executed the within instrument and acknowledged 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 of official seal the day and year in this certificate first above written.

Jack Slagter
Notary Public in and for the State of Washington, residing at Seattle

JUN-29-76 00409 7606290721 - E HF 2.00

FILED for Record at Request of

Deliver O'neal
OFFICE OF THE CITY CLERK
BENTON MUNICIPAL BLDG
200 HILL AVE. SOUTH
BENTON, WASH. 99004

JUN 29 3 00 PM '76

RECORDED NC RECORDS

AMENDMENT TO
DECLARATION #
8208260532
DATED Aug 26, 1982

DECLARATION OF COVENANT
Public Supply

#1008 E
RECORDED
1982
4-143.00
22

Know all men by these presents that I (X) the undersigned, owner in fee simple of the land described herein, hereby declare this covenant and place same on record.

I (We), the grantor in herein, is (are) the owner in fee simple of (an interest in) the following described real estate situated in KING County, State of Washington, to wit:

SE 1/4 OF NE 1/4 OF NW 1/4 OF SEC 15 T20N 23N R6 SE WM, KING CO, WA EXCEPT THE SOUTH 178 FEET AND EXCEPT THE NORTH 186.85 FEET OF THE WEST 234 FEET AND EXCEPT THE SOUTH 120 FEET OF THE WEST 220 FEET OF THE REMAINDER, AND EXCEPT THE COUNTY ROAD, AS DESCRIBED IN SURVEY PLAT 882065.

on which the grantor owns and operates a well and waterworks supplying water for public use located on said real estate, to wit:

WELL SITE LOCATED 205 FEET EAST OF THE WEST PROPERTY LINE OF LOT 1 OF SURVEY PLAT 882065, AND 150 FEET SOUTH OF THE NORTH PROPERTY LINE OF SAID LOT 1.

and grantor is (are) required to keep the water supplied from said well free from impurities which might be injurious to the public health.

8211231008

It is the purpose of these grants and covenants to prevent certain practices hereinafter enumerated in the use of said grantors land which might contaminate said water supply.

NOW, THEREFORE, the grantor agrees and covenants that said grantor his (she) (they) heirs, successors and assigns will not construct, maintain, or suffer to be constructed or maintained upon the said land of the grantor and within 100 () feet of the well herein described, so long as the same is operated to furnish water for public consumption, any of the following: cess-pools, sewers, privies, septic tanks, drainfields, manure piles, garbage of any kind or description, barns, chicken houses, rabbit hutches, pigpens, or other enclosures or structures for the keeping or maintenance of fowls or animals, or storage of liquid or dry chemicals, herbicides, or insecticides.

These covenants shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the land described herein or any part thereof, and shall inure to the benefit of each owner thereof.

WITNESS My hand this 10th day of NOVEMBER, 1982

Paul A. Lindberg (Seal)
Grantor

State of Washington } ss
County of King }

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this 10th day of November, 1982, personally appeared before me Paul A. Lindberg

to me known to be the individual described in and who executed the within instrument, and acknowledge that he (they) signed and sealed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

Laura A. Gray
(Notary Public in and for the State of Washington,
residing at Seattle. RECORDED THIS DAY

FILING:

Department of Records and Elections
Room 311 - County Administration Bldg.
3rd and James
Seattle, Washington 98104

PHONE: 344-4215

FILING FEE:

\$3.00 for 1st page (copy stamped free)
\$1.00 for each additional page

Nov 23 3 53 PM '82
FILED for Record at Request of
Paul R. Lindberg
13934 SE 131 St
Renton, WA 98056

DECLARATION OF COVENANT

Public Supply

Know all men by these presents that I (we) the undersigned, owner Paul A. Lindberg in fee simple of the land described herein, hereby declare this covenant and place same on record.

8208260532

I (we), the grantor Paul A. Lindberg herein, is (are) the owner Paul A. Lindberg in fee simple of (an interest in) the following described real estate situated in King County, State of Washington, to wit:

SE 1/4 OR NE 1/4 OR NW 1/4 OF SEC 15 TWP 23N. R6 SE WM, KING Co, WA, EXCEPT THE SOUTH 198 FEET, AND EXCEPT THE NORTH 186.15 FEET OF THE WEST 234 FEET AND EXCEPT THE SOUTH 120 FEET OF THE WEST 210 FEET OF THE REMAINDER, AND EXCEPT COUNTY ROAD

on which the grantor Paul A. Lindberg owns and operates a well and waterworks supplying water for public use located on said real estate, to wit:

WELL SITE LOCATED 208 FEET EAST OF WEST PROPERTY LINE AND 135 FEET SOUTH OF NORTH PROPERTY LINE

and grantor Paul A. Lindberg (are) required to keep the water supplied from said well free from impurities which might be injurious to the public health.

It is the purpose of these grants and covenants to prevent certain practices hereinafter enumerated in the use of said grantors land which might contaminate said water supply.

NOW, THEREFORE, the grantor Paul A. Lindberg agrees Paul A. Lindberg and covenant Paul A. Lindberg that said grantor Paul A. Lindberg, his (her)(their) heirs, successors and assigns will not construct, maintain, or suffer to be constructed or maintained upon the said land of the grantor Paul A. Lindberg and within 100 () feet of the well herein described, so long as the same is operated to furnish water for public consumption, any of the following: cess-pools, sewers, privies, septic tanks, drainfields, manure piles, garbage of any kind or description, barns, chicken houses, rabbit hutches, piggens, or other enclosures or structures for the keeping or maintenance of fowls or animals, or storage of liquid or dry chemicals, herbicides, or insecticides.

These covenants shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the land described herein or any part thereof, and shall inure to the benefit of each owner thereof.

WITNESS My hand this 26th day of August, 1982

Paul A. Lindberg (Seal)

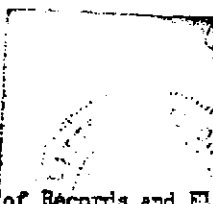
Grantor Paul A. Lindberg 92/08/26 RECD F 3.00 #0532 D DASHSL ****3.00 22

State of Washington } ss
County of King

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this 26th day of August, 1982 personally appeared before me Paul A. Lindberg

to me known to be the individual described in and who executed the within instrument, and acknowledge that he (they) signed and sealed the same as a free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written. Aug 26 11 58 AM '82



Paul A. Lindberg
Notary Public in and for the State of Washington,
residing at [unclear]

FILING:

Department of Records and Elections
Room 311 - County Administration Bldg.
3rd and James
Seattle, Washington 98104

PHONE: 344-4215

FILING FEE:

\$3.00 for 1st page (copy stamped free)
\$1.00 for each additional page

FILED for Record at Request of

Name PHILIP R. LINDBERG

Address 12932 SE 131 ST

RENTON WA. 98055

PAC-
8208260533

WELL USE AGREEMENT AND EASEMENT

This AGREEMENT made and entered into this day of the 26 th of August, 1982 by Paul A. Lindberg, sole owner of real property described in King County Short Plat No. 676075, and all parties involved, whether by present use of said land or by intent to purchase, or the purchase of said land, are legally bound to all parts of this AGREEMENT.

WHEREAS, Paul A. Lindberg hereby owns the following described real property, to-wit:

Lots 1, 2, 3 of King County Short Plat No. 676075 said short plat being described as follows:

The SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of SEC. 15, TWN 23N, RG 5E, WM, King County, Washington, except the South 198 feet, and except the North 186.15 feet of the West 234 feet, and except the South 120 feet of the West 220 feet of the remainder, and except the county road.

WHEREAS upon completion of the subdivision of lots 1 & 2 into four (4) new lots, the owners of the new lots hereinafter referred to as "land owners" will be legally bound to all parts of this AGREEMENT.

WHEREAS, all parts of the well, including tanks, pumps, pipes, structures, or any other parts therewith, shall be covered by this AGREEMENT.

WHEREAS, the land owners of said land described above hereto desire to enter into an agreement to provide for the joint use and maintenance of the well and water system described hereinabove in the manner hereinafter set forth.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER CONTAINED AND THE MUTUAL BENEFITS DERIVED IN EACH OF THE LAND OWNERS HERETO, IT IS AGREED AS FOLLOWS:

1. Ownership of Well and Water System. It is agreed by the land owners hereto that the ownership of any of the four (4) new lots shall entitle an undivided one-fourth ($\frac{1}{4}$) interest in and to the use of the well and water system to be constructed for the purpose of furnishing a pure and healthful supply of fresh water for domestic uses to serve one single family residential dwelling on each of the above new lots.

2. Cost of Construction and Maintenance. Each ownership of the above described lots hereto covenants and agrees that they shall equally share in all original construction costs of the said well and water system hereinabove described. It is further agreed that each ownership of the

Paul A. Lindberg
Paul A. Lindberg
100 EXCISE TAX NOT REQUIRED Page 1 of 3
King Co. Recorder
[Signature]

8208260533

above described lots shall equally share in all maintenance and operation costs of the said well and water system.

3. Easements. A circular easement for the well at the well site shall continue in all directions ten (10) feet in radius from the center of the well site, and shall be considered mutually owned by all said land owners of the above described lots. Easements for access to the well shall be four (4) feet wide and starting from the well site shall continue approximately south to the road and shall continue along the edge of the road to each of the lots. All easements will be contained by both picture and description in the new subdivision of lots 1 & 2 into the four new lots hereinabove described.

4. Maintenance and Repair of Pipeline. The pipeline shall be maintained so as to prevent any leakage or seepage or other defects which cause injury or damage to the land and premises covered by this agreement. The said pipeline shall constitute all pipe used for carrying fresh water from the wellsite along the hereinabove described easement to each of the above described lots.

The cost of any repair or maintenance shall be borne one-fourth (1/4) by the land owners of the new lots, and all parties agree to permit access to the easement areas for the purpose of repair and maintenance. The cost of any repair or maintenance not contributed pro-rata by any owner shall be enforceable as a lien on said owner's property.

5. Restriction on Furnishing Water to Third Parties. It is further agreed by the land owners hereinabove described that they shall not furnish water from the well and water system to any other persons or properties without the prior written consent of all land owners hereto, and that in no event shall any additional connections to the water system be made which will diminish or deplete the water supply or pressure furnished to any of said land owners without prior upgrading of said water system to meet all King County standards and requirements for the hereinabove described well.

6. Heirs, Successors and Assigns. This AGREEMENT shall be binding upon the heirs, successors, and assigns of all parties described as land owners above.

pac

8/26/82

Janet J. Little



IN THE WITNESS WHEREOF, the parties hereto have executed
this agreement the day and the year first hereinabove written.

PRESENT LAND OWNER
OF SAID PROPERTY,

Paul A. Lindberg 8/26/82
PAUL A. LINDBERG

STATE OF WASHINGTON
COUNTY OF KING

I, the undersigned, a Notary Public in and for the State
of Washington, hereby certify that on this day 26th August 1982
Paul A. Lindberg personally appeared before me, to me, known
to be the individual described in and who executed the foregoing
instrument, and acknowledged the same as his free and voluntary
act and deed for the uses and purposes therein mentioned.

SIGNED Janet J. Hill
NOTARY PUBLIC

8208260533

RECORDED THIS DAY
Aug 26 11 58 AM '82
BY THE DIVISION OF
RECORDS & COMMUNICATIONS
KING COUNTY

82/08-26 #0533 D
RECD F 3.00
CASH 115.00
22

FILED for Record at Request of
Name PHILIP R. LINDBERG
Address 13832 SE 131 St
RENTON WA 98055

LOCATION: 13836 SE 131st REATON WA.

DECLARATION OF CONDITIONS, COVENANTS AND
RESTRICTIONS REGARDING FORMATION OF A
UTILITY LOCAL IMPROVEMENT DISTRICT

In consideration of approval by King County of a _____
SHORT PLATT permit/approval for the property
described below, PAUL A. LINDBERG
_____, property owners, hereby covenant and
agree as follows:

8361210758

1. I/We are the owners of property within King County,
which is legally described as follows: SE 1/4 OF NE 1/4 OF NW 1/4
OF SEC. 15, T11N 23N, R65E, W11A, KING COUNTY, WA. EXCEPT
THE SOUTH 198 FEET, AND EXCEPT THE NORTH 186.15 FEET OF THE
WEST 234 FEET, AND EXCEPT THE SOUTH 120 FEET OF THE WEST
220 FEET OF THE REMAINDER AND EXCEPT THE COUNTY ROAD.

83/01/21 #0758 D
RECD F 4.00
CASHSL *****4.00
22

2. I/We have requested the issuance by King County of the
following permit or approval for the above described property:

SHORT PLATT # - 882065 -

3. Pursuant to King County Ordinance 5828, Section 4, the
above described permit or approval is exempt from King County's
requirements for fire hydrants and water mains.

4. Recognizing the above facts and in consideration of
King County's issuance of the requested permit/approval: I/We
hereby agree to join in the execution of a petition for and not
to protest, the formation of a utility local improvement district
for purposes of providing water mains and fire hydrants consis-
tent with applicable King County standards. For this purpose,
I/we hereby designate the manager of the public water district
responsible for the local improvement district as our agent
authorized to sign a petition pursuant to RCW 57.16.060 on our
behalf.

RECORDED THIS DAY
JAN 21 3 05 PM '83
BY THE CLERK OF
RECORDS & ELECTIONS
KING COUNTY

5. This Declaration of Conditions, Covenants and Restrictions is binding upon our heirs, assignees and successors in interest as the owners of the above-described property and is a covenant running with the land.

6. This Declaration of Conditions, Covenants and Restrictions shall not be released without the express written approval of the King County Fire Marshal or his successor.

8301210758

Paul A. Lindberg
OWNER

N/A
OWNER

On this 21 day of January, 1983, before me personally appeared Paul A. Lindberg to me known to be the (individuals) (N/A of the corporation) described herein and who executed the foregoing instrument as their free and voluntary act and deed for the uses and purposes herein mentioned.

Witness my hand and seal hereto affixed the 21 day of January, 1983

Lorraine A. Mcintosh
Notary Public in and for the
State of Washington, residing
at Seattle

FILED for Record at Request of
Name PHILIP R. LINDBERG
Address 13832 SE 131 ST
RENTON, WA. 98056

Water Treatment Agreement

The owners of the following described real properties, to wit:

Lot 1: The North 186.15 feet of SE 1/4 of NE 1/4 of NW 1/4 of sec.15, TWN 23N, RG 5E, WM, King Co., WA, except the West 234 feet, and except the East 215 feet; together with and subject to easements for access and utilities.

Lot 2: SE 1/4 of NE 1/4 of NW 1/4 of Sec. 15, TWN 23N, RG 5E, WM, King Co., WA, except the North 186.15 feet, and except the South 198 feet, and except the West 215 feet, and except the South 120 feet of the West 220 feet of the remainder, and except county road; together with and subject to easements for access & utilities.

Lot 3: The East 215 feet of the North 279.64 feet of the SE 1/4 of NE 1/4 of NW 1/4 of Sec.15, TWN 23N, RG 5E, WM, King Co., WA; together with and subject to easements for access and utilities.

Lot 4: The South 180 feet of the East 215 feet of the following described tract: The SE 1/4 of NE 1/4 of NW 1/4 of Sec. 15, TWN 23N, RG 5E, WM, King Co., WA, except the South 198 feet, and except county road; together with and subject to easements for access and utilities.

Do realize and consider that the existing water system, located on Lot 2, and supplying water to lots 1,2,3 and 4 does contain a level of manganese and iron in excess of the established Washington State limit for dissolved manganese and iron in drinking water, do hereby agree and covenant ourselves to provide and maintain necessary treatment of said water to reduce the level of contained manganese and iron to the said state limit, in the event that the excessive level becomes unacceptable to any future owners of the above properties who use the water.

It is understood and agreed that the users of the water at the time above mentioned treatment becomes necessary shall share equally in the expense of installing and maintaining facilities to provide said treatment.

In the event any of the owners deem the level of manganese and iron unacceptable and the water is retested and testing shows it is within state standards and requirement, then the above mentioned treatment will not be required.

The covenant made herein shall be deemed to run with the real properties mentioned herein and shall be binding upon the owners thereof, their heirs, successors and assigns. This covenant will be binding until such time as the well ceases to be a source of public water supply.

IN WITNESS WHEREOF WE have set our hands and seals:

8303250451

1410

[Handwritten signatures and names over horizontal lines]

Haurie J. Yeak
Notary Public
March 17, 1983
Date



WHEN RECORDED RETURN TO:
Office of the city clerk
Renton Municipal Building
200 Mill Avenue South
Renton, WA 98057

RECEIVED THIS DAY

JUN 14 10 15 AM '96

RECORDS

CERTIFICATE

I, the undersigned, City Clerk of the
City of Renton, Washington, certify that this is a true
and correct copy of ORD. 4612

Subscribed and Sealed this 12TH day of JUNE, 1996

Marilyn [Signature]
City Clerk

CITY OF RENTON, WASHINGTON

ORDINANCE NO. 4612

AN ORDINANCE OF THE CITY OF RENTON, WASHINGTON,
ESTABLISHING AN ASSESSMENT DISTRICT FOR SANITARY SEWER
SERVICE IN A PORTION OF THE SOUTH HIGHLANDS, HEATHER
DOWNS, AND MAPLEWOOD SUB-BASINS AND ESTABLISHING THE
AMOUNT OF THE CHARGE UPON CONNECTION TO THE FACILITIES.

THE CITY COUNCIL OF THE CITY OF RENTON, WASHINGTON, DO ORDAIN
AS FOLLOWS:

SECTION I. There is hereby created a Sanitary Sewer
Service Special Assessment District for the area served by the East
Renton Sanitary Sewer Interceptor in the northeast quadrant of the
City of Renton and a portion of its urban growth area within
unincorporated King County, which area is more particularly
described in Exhibit "A" attached hereto. A map of the service
area is attached as Exhibit "B." The recording of this document is
to provide notification of potential connection and interest
charges. While this connection charge may be paid at any time, the
City does not require payment until such time as the parcel is
connected to and thus benefiting from the sewer facilities. The
property may be sold or in any other way change hands without
triggering the requirement, by the City, of payment of the charges
associated with this district.

SECTION II. Persons connecting to the sanitary sewer
facilities in this Special Assessment District and which properties

9606210966 11:09:00 AM KING COUNTY RECORDS 007 LMC 13.00

9606210966

ORDINANCE 4612

have not been charged or assessed with all costs of the East Renton Sanitary Sewer Interceptor, as detailed in this ordinance, shall pay, in addition to the payment of the connection permit fee and in addition to the system development charge, the following additional fees:

A. Per Unit Charge. New connections of residential dwelling units or equivalents shall pay a fee of \$224.52 per dwelling unit and all other uses shall pay a unit charge of \$0.069 per square foot of property. Those properties included within this Special Assessment District and which may be assessed a charge thereunder are included within the boundary legally described in Exhibit "A" and which boundary is shown on the map attached as Exhibit "B."

SECTION III. In addition to the aforesaid charges, there shall be a charge of 4.11% per annum added to the Per Unit Charge. The interest charge shall accrue for no more than ten (10) years from the date this ordinance becomes effective. Interest charges will be simple interest and not compound interest.

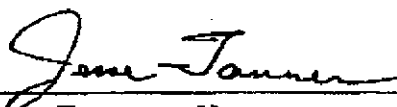
SECTION IV. This ordinance shall be effective upon its passage, approval, and thirty (30) days after publication.

PASSED BY THE CITY COUNCIL this 10th day of June, 1996.


Marilyn J. Petersen, City Clerk

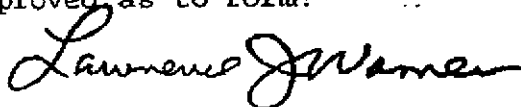
ORDINANCE 4612

APPROVED BY THE MAYOR this 10th day of June, 1996.



Jesse Tanner, Mayor

Approved as to form:



Lawrence J. Warren, City Attorney

Date of Publication: 6/14/96

ORD.576:5/20/96:as.

9606210966

Exhibit A

**LEGAL DESCRIPTION OF THE SPECIAL ASSESSMENT DISTRICT
FOR THE CITY OF RENTON – EAST RENTON INTERCEPTOR**

Portions of Sections 8, 9, 10, 11, 14, 15, 16, 17, 21 and 22 all in Township 23N, Range 5E W.M. in King County, Washington

Section 8, Township 23N, Range 5E W.M.

All of that portion of Section 8, Township 23N, Range 5E W.M. lying East of the East right-of-way line of SR-405 and South of the following described line:

Beginning at the intersection of the East line of said Section 8 with the centerline of NE 7th Street; thence Westerly along said centerline of NE 7th Street to its intersection with the centerline of Sunset Boulevard NE; thence Northerly along the centerline of Sunset Boulevard NE to the North line of the Southeast $\frac{1}{4}$ of said Section 8; thence West along said North line to the East right-of-way line of SR-405 and the terminus of said line.

Section 9, Township 23N, Range 5E W.M.

All of that portion of Section 9, Township 23N, Range 5E W.M. lying South and East of the following described line:

Beginning on the centerline of NE 7th Street at its intersection with the centerline of Edmonds Avenue NE; thence Easterly along the centerline of NE 7th Street to its intersection with the centerline of Monroe Avenue NE; thence North along said centerline to the South line of the Northeast $\frac{1}{4}$ of said Section 9; thence East along said South line to its intersection with the centerline of Redmond Avenue NE; thence Northerly along said centerline to its intersection with the centerline of NE 10th Street; thence East along said centerline to the East line of said Section 9 and the terminus of said line.

Section 10, Township 23N, Range 5E W.M.

All of that portion of Section 10, Township 23N, Range 5E W.M. lying Southerly and Westerly of the following described line:

Beginning on the West line of Section 10 at its intersection with the North line of the South $\frac{1}{2}$ of the North $\frac{1}{2}$ of said Section 10; thence East along said North line to its intersection with the centerline of 142nd Avenue SE; thence Southerly along said centerline to its intersection with the North line of the Southeast $\frac{1}{4}$ of said Section 10; thence East along said North line to its intersection with the East line of said Section 10 and the terminus of said line.

9606210966

Section 11, Township 23N, Range 5E W.M.

All of the Southwest $\frac{1}{4}$ of Section 11, Township 23N, Range 5E W.M..

Section 14, Township 23N, Range 5E W.M.

All of that portion of Section 14, Township 23N, Range 5E. W.M. described as follows:

All of the Northwest $\frac{1}{4}$ of said section, together with the Southwest $\frac{1}{4}$ of said section, except the South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of said Southwest $\frac{1}{4}$ and except the plat of McIntire Homesites and $\frac{1}{2}$ of streets adjacent as recorded in the Book of Plats, Volume 58, Page 82, Records of King County, Washington, and except the South 151.55 feet of the East 239.435 feet of Tract 6, Block 1 of Cedar River Five Acre Tracts as recorded in the Book of Plats, Volume 16, Page 52, Records of King County, Washington, less $\frac{1}{2}$ of the street abutting said portion of Tract 6, Block 1, and less Tract 6, Block 2 of said Cedar River Five Acre Tracts, less $\frac{1}{2}$ of the street adjacent to said Tract 6, Block 2, and except the South 82.785 feet of the East 150 feet of Tract 5, Block 2 of said Cedar River Five Acre Tracts and less $\frac{1}{2}$ the street adjacent to said portion of Tract 5, Block 2.

Section 15, Township 23N, Range 5E W.M.

All of that portion of Section 15, Township 23N, Range 5E. W.M., except the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said section.

Section 16, Township 23N, Range 5E W.M.

All of that portion of Section 16, Township 23N, Range 5E W.M., except that portion of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the said Section 16 lying East of the East line of the Plat of Maplewood Division No. 2 as recorded in the Book of Plats Volume 39, page 39, Records of King County Washington and its Northerly extension to the North line of said Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the said Section 16 and except that portion of said section lying Southerly of the Northerly right-of-way line of SR-169 (Maple Valley Highway).

Section 17, Township 23N, Range 5E W.M.

All of that portion of Section 17, Township 23N, Range 5E W.M., lying Northeasterly of the Northeasterly right-of-way of SR-169 (Maple Valley Highway) and Easterly of the East right-of-way line of SR-405 less that portion lying generally West of the East and Southeasterly line of Bronson Way NE lying

960129096

between the South line of the NE 3rd Street and the Northeasterly margin of SR-405.

Section 21, Township 23N, Range 5E W.M.

All that portion of Section 21, Township 23N, R 5E W.M. lying Northeasterly of the Northeasterly right-of-way line of SR-169 (Maple Valley Highway) and West of the East line of the Plat of Maplewood Division No. 2 as recorded in the Book of Plats, volume 39, page 39, Records of King County, Washington.

Section 22, Township 23N, Range 5E W.M.

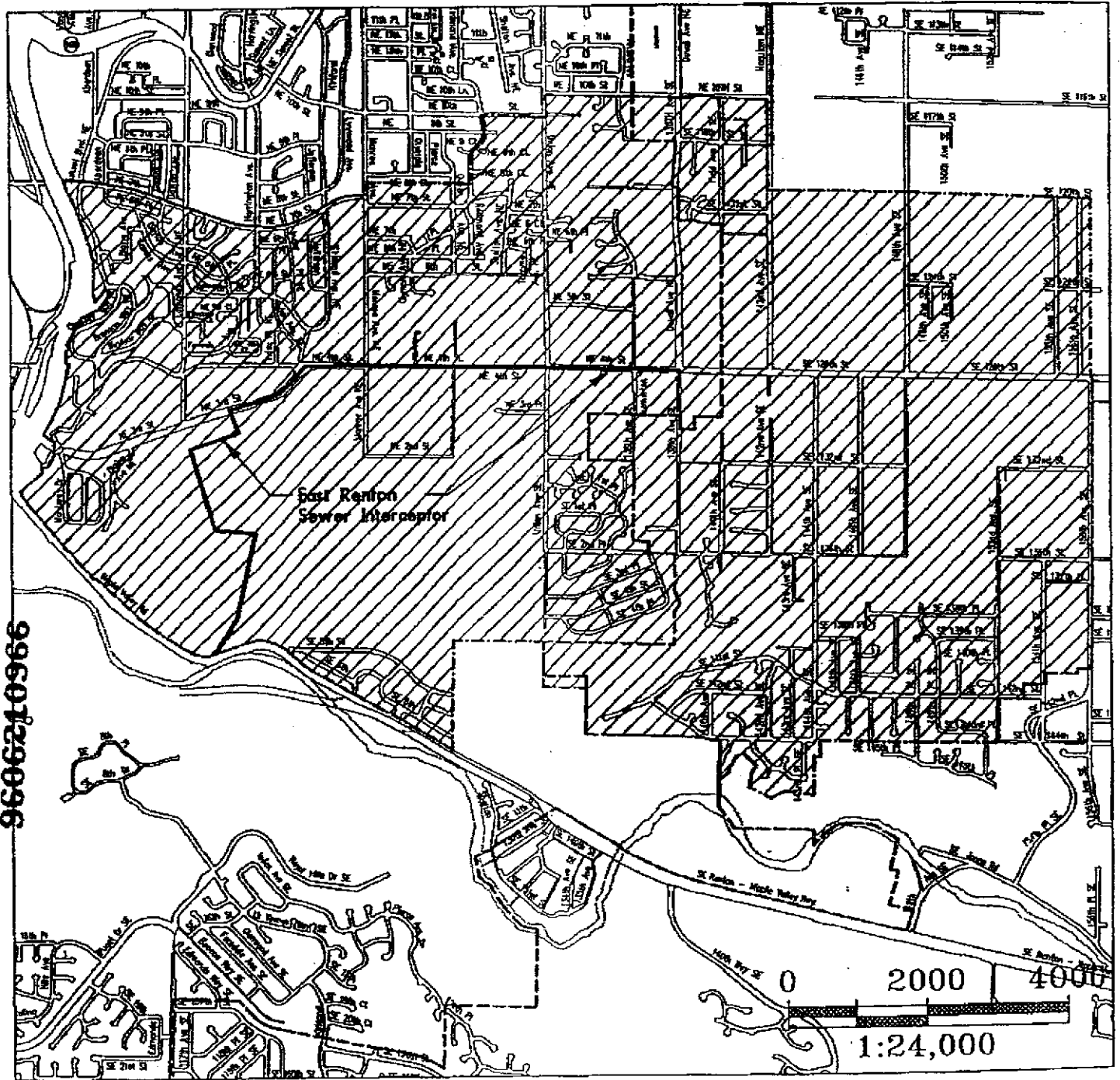
All of that portion of Section 22, Township 23N, Range 5E W.M. described as follows:

All of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 22 lying Northerly of the Southerly line of the Plat of Maplewood Heights as recorded in the Book of Plats, volume 78, pages 1 through 4, Records of King County, Washington.

Together with the North 227.11 feet of the West 97.02 of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 22.

9606210966

Exhibit B EAST RENTON INTERCEPTOR Special Assessment District Boundary



SANITARY SEWERS
 Planning/Building/Public Works
 Christensen, MacOnie, Vineski
 20 May 1996

- City Limits
- ▨▨▨▨ Special Assessment District

NOV-8-76 10/10/76 203 cw 000270 7611060549 - A RF 0.00

Paul A. Lindberg
13523 35 Ave. S.
Seattle, Washington 98148

Rec. For Record At the Request of

Clara J. Spitzer
King County Real Property Division

MSB
R/W 377
7321

Nov 8 2 05 PM '76
RECORDED IN RECORDS

Subdivision 676075

WARRANTY DEED

The grantor Paul A. Lindberg and Lois A. Lindberg, his wife
Frank E. Rowan and Jessie E. Rowan, his wife

for the consideration of MUTUAL BENEFITS Dollars
and other valuable consideration, convey and warrant to the County of King, State of Washington,
all interest in the following described real estate:

Tax Lot 44

The East 10 feet of the West 30 feet of the S.E. 1/4 of the N.E. 1/4 of the
N.W. 1/4 of Section 15, Township 23 North, Range 5 East, W.M.; EXCEPT the
South 198 feet thereof; and EXCEPT the North 186.15 feet.

Situate in the County of King State of Washington

Containing 0.06 Acres more or less

R/W 138th Avenue S.E.

1% EXCISE TAX NOT REQUIRED

King Co. Records Division
By *E. Granger*, Deputy

together with the right to make all necessary slopes for cuts and fills upon the abutting property on
each side of any road which is now, or may be constructed hereafter on said property, in conformity
with standard plans and specifications for highway purposes, and to the same extent and purposes as
if the rights herein granted had been acquired by condemnation proceedings under Eminent Domain
statutes of the State of Washington.

situated in the County of King, State of Washington.

Dated this 28th day of October, A. D. 1976.

WITNESS:

Paul G. Lindberg
Lois A. Lindberg
Frank E. Rowan
Jessie E. Rowan

7611080549

STATE OF WASHINGTON

COUNTY OF KING

ss.

On the 28th day of October, 1976, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally came Paul A. Lindberg & Lois A. Lindberg to me known to be the individual described in and they executed the within instrument and acknowledged 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 official seal the day and year first above written.

Notary Public in and for the State of Washington, Residing at Seattle

STATE OF Wash.

County of King ss.

On this 3rd day of November, A. D. 1976, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Frank C. Rowan and Jessie C. Rowan to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

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

Notary Public in and for the State of Wash. residing at Renton

(Acknowledgment by Individual, Pioneer National Title Insurance Company Form L 28)

WARRANTY DEED

FROM

TO COUNTY OF KING

Dated 1976 FILED FOR RECORD AT REQUEST OF on the 3rd day of November, 1976 at 11:00 minutes past 11 M. and recorded in volume of Page Records of King County, Washington. Auditor Deputy

13045-0-0-10100-0000
Benton, WA 98004

KING COUNTY
NO EXCISE TAX
MAY 5 1987
E0939749

R/W 2108 #63

87/05/05 #0924 A
RECD F 2.00
CASHSL *****2.00

WARRANTY DEED

The grantor herein PAUL A. LINDBERG & LOIS A. LINDBERG, by

for the consideration of \$ 785. ^{no}/₁₀₀ Dollars

and other valuable consideration, convey and warrant to the County of King, State of Washington, all interest in the following described real estate:

8705050924

The North 60 feet of the East 30 feet of Lot 4 of King County Short Plat No. 882065, Recording No. 8303160022, said Short Plat described as follows:

copy 3/23/87

Lots 1 and 2 of King County Short Plat No. 676075 recorded under Recording No. 7701190691, being the Southeast 1/4 of the Northeast 1/4 of the Northwest 1/4 of Section 15, Township 23 North, Range 5 East, W.M., King County, Washington; EXCEPT the South 198 feet thereof; and EXCEPT the North 186.15 feet of the West 234 feet; and EXCEPT County Road; SUBJECT to exceptions, reservations, rights, conditions and easements by instruments recorded under King County Recording Nos. 192430, 7608040655, 7606290721, 7701190691, 8208260532, 8208260533, 8211231008 and 7611080549; Said East 30 feet being reserved for road.

Contains an area of 1,800 Sq. Ft., or 0.04 Acres, M/L

R/W 140TH AVENUE S.E.

Filed For Record At The Request Of

Chris J. Lantis
King County Real Property Division

RECEIVED THIS DAY
MAY 5 1 37 PM '87
BY THE DIVISION OF
RECORDS & ELECTIONS
KING COUNTY

8702020854

together with the right to make all necessary slopes for cuts and fills upon the abutting property on each side of any road which is now, or may be constructed hereafter on said property, in conformity with standard plans and specifications for highway purposes, and to the same extent and purposes as if the rights herein granted had been acquired by condemnation proceedings under Eminent Domain statutes of the State of Washington.

situated in the County of King, State of Washington.

Dated this 17TH day of APRIL, A. D. 1987

Witness:
Paul A. Lindberg } Lois A. Lindberg

STATE OF WASHINGTON
COUNTY OF KING

} ss.

On the 17th day of April, 1987, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally came Paul A. Lindberg, to me known to be the individual described in and he executed the within instrument and acknowledged to me that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

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

Phyllis J. Curry
Notary Public in and for the State of Washington,
Residing at Bellevue.

(CORPORATION ACKNOWLEDGMENT FORM)

STATE OF WASHINGTON,

STATE OF Washington
County of King } ss.

On this 23rd day of APRIL, A. D. 1987, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared LOIS A. Lindberg to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that she signed and sealed the said instrument as her 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.

Janet M. Olson
Notary Public in and for the State of Washington
residing at Seattle

(Acknowledgment by Individual, Pioneer National Title Insurance Company, Form L 28)

WARRANTY DE
FROM
TO
COUNTY OF KING
Dated
FILED FOR RECORD AT REG
OF
on the day of
at minutes past
and recorded in volume
of Page
Records of
Washington.
By
Audit
Deput

100930270
APR 2 1987
THE COUNTY OF KING
WASHINGTON

8705050924

RETURN ADDRESS

TIMOTHY J. LINDBERG
 13845 SE 131st ST
 RENTON, WA 98059



20040126002183
 LINDBERG APPL# 29 08
 PAGE#1 OF 882
 01/20/2004 13:56
 KING COUNTY, WA

This Mobile Home is being taxed as
 Personal Best Property, no Real or Personal
 Property Tax is due 1/26/04
 7/2/03

STATE OF WASHINGTON Department of Licensing		MANUFACTURED HOME APPLICATION		PLEASE CHECK ONE	
Anyone who knowingly makes a false statement of a material fact is guilty of a felony, and upon conviction may be punished by a fine, imprisonment, or both (RCW 46 12 210)					
1 MANUFACTURED HOME					
TPO / PLATE NUMBER	YEAR	MAKE	LENGTH/WIDTH/FEET	VEHICLE IDENTIFICATION NUMBER (VIN)	
49253	1982	CANDL	56 X 24	17418	
2 LAND LEGAL DESCRIPTION ON PAGE					
MANUFACTURED HOME WILL BE <input checked="" type="checkbox"/> AFFIXED <input type="checkbox"/> REMOVED			REAL PROPERTY TAX PARCEL NUMBER 4200-399240-89-152305-9223-03		
LOT	BLOCK	PLAT NAME OR SECTION/TOWNSHIP/RANGE		QUARTER/QUARTER SECTION	
15-23-05	9223				
3 GRANTOR(S) REGISTERED/LEGAL OWNER(S) ADDITIONAL NAMES ON PAGE N/A					
COUNTY NUMBER	NUMBER OF REGISTERED OWNERS		NUMBER OF LEGAL OWNERS		
KING	1		1		
NAME OF REGISTERED OWNER			DOL CUSTOMER ACCOUNT NUMBER		
TIMOTHY J. LINDBERG					
NAME OF ADDITIONAL REGISTERED OWNER			DOL CUSTOMER ACCOUNT NUMBER		
N/A					
ADDRESS		CITY	STATE	ZIP CODE	
13845 SE 131 st ST		RENTON	WA	98059	
NAME OF LEGAL OWNER			DOL CUSTOMER ACCOUNT NUMBER		
TIMOTHY J. LINDBERG					
NAME OF ADDITIONAL LEGAL OWNER			DOL CUSTOMER ACCOUNT NUMBER		
N/A					
ADDRESS		CITY	STATE	ZIP CODE	
13845 SE 131 st ST		RENTON	WA	98059	
GRANTEE					
NAME					
I DO SOLEMNLY ATTEST UNDER PENALTY OF PERJURY THAT I / WE AM/AWARE THE REGISTERED OWNER(S) OF THIS VEHICLE AND THIS INFORMATION IS ACCURATE					
Signature of Registered Owner and Title, IF APPLICABLE			[Signature]		
Signature of Additional Registered Owner and Title, IF APPLICABLE					
NOTARY SEAL OR STAMP		NOTARIZATION/CERTIFICATION FOR REGISTERED OWNER(S) SIGNATURE			
		State of Washington		Signed or attested before me on 1-26-04	
		County of King		Signature [Signature]	
		by Tim J. Lindberg		NOTARY OR AGENT	
		by Tim J. Lindberg		PRINTED NAME OF NOTARY	
Title CASTLE MOUNTAIN		AND County/Office No. OR Dealer No. OR Notary Expiration Date			
4 TITLE COMPANY CERTIFICATION					
I certify that the legal description of the land and ownership is true and correct per the real property records					
NAME (TYPED OR PRINTED)			TITLE COMPANY / PHONE NUMBER		
SIGNATURE / POSITION			DATE		
Finalize this application with a Licensing Agent within 10 calendar days of the date Title Company Representative signs					
5 BUILDING PERMIT OFFICE CERTIFICATION					
I certify that <input checked="" type="checkbox"/> the manufactured home has been affixed to the real property as described <input type="checkbox"/> a building permit has been issued for this purpose and the attachment will be inspected upon completion					
NAME (TYPED OR PRINTED)		BLDG PERMIT OFFICE/PHONE #		BLDG PERMIT #	
[Signature]		(206) 296 6096		72679	
SIGNATURE / POSITION		DATE			
[Signature]		1-24-04			

MANUFACTURED HOME - FROM SECTION 1							
TPO/PLATE NUMBER % 49253	YEAR 1982	MAKE CANOL	LENGTH/WIDTH/FEET 56 X 24	VEHICLE IDENTIFICATION NUMBER (VIN) 17418			
6 SIGNATURE OF LEGAL OWNER							
SIGNATURE OF LEGAL OWNER INDICATES CONSENT FOR ELIMINATION OF TITLE / REMOVAL FROM REAL PROPERTY							
Signature of Legal Owner and Title, IF APPLICABLE _____							
Signature of Additional Legal Owner and Title, IF APPLICABLE _____							
NOTARY SEAL OR STAMP	NOTARIZATION/CERTIFICATION FOR LEGAL OWNER(S) SIGNATURE						
	State of Washington	County of _____		Signed or attested before me on _____			
	by _____	PRINT NAME OF LEGAL OWNER		Signature _____ NOTARY OR AGENT			
	by _____	PRINT NAME OF LEGAL OWNER		PRINTED NAME OF NOTARY _____			
	Title _____	DEALERSHIP POSITION/AGENT/NOTARY		AND County/Office No. OR Dealer No. OR Notary Expiration Date			
7 LAND DESCRIPTION (A legal description of the land can be obtained from the local County Assessor's Office)							
UNINCORPORATED KING COUNTY - 13845 SE 131 st ST RENTON, WA 98059							
LOT 15-23-05 BLOCK 9223 CODE 4155 SEC 15 TWP 23 R6 05							
ASSESSORS TAX CODE 152305 - 9223 - 03							
LOT 4 LESS RD OF KC SHORT PLATT # 882065							
RECORDING No 850316 - 0822 SD SHORT PLATT DAF -							
LOTS 1 & 2 OF KC SHORT PLATT No. 676075							
RECORDING No 77011906 91 BEING ETC - ADDRESS 13845 SE 131 st ST RENTON WA 98059							
8 DEALER'S REPORT OF SALE							
I CERTIFY THAT THIS INFORMATION IS CORRECT THE VEHICLE IS CLEAR OF ENCUMBRANCES EXCEPT AS SHOWN ANY REQUIRED SALES TAX HAS BEEN COLLECTED							
DEALER NAME (TYPED OR PRINTED)			WA DEALER NUMBER	DATE OF SALE			
PURCHASE PRICE	TAX JURISDICTION/TAX RATE	DEALER'S AUTHORIZED SIGNATURE					
<input type="checkbox"/> USE TAX EXEMPT Sale to a Certified Tribal member on the reservation (attach notarized statement of delivery)							
9 COUNTY AUDITOR/AGENT LICENSING OFFICE APPROVAL (Not for use by Subagents)							
I certify that the above application appears to have been completed correctly, and the applicant has sufficient documentation to proceed with the recording of this form							
NAME (TYPED OR PRINTED) Ellie Lorade			COUNTY OFFICE/VS OPERATOR NUMBER 17-01-15				
SIGNATURE <i>[Signature]</i>			DATE 1-26-04				
10 TITLE FEES							
FILED/FEE	APPLICATION	MOBILE HOME FEE	ELIMINATION FEE	USE TAX	SUBAGENT FEES		
					TOTAL FEES & TAX		
IMPORTANT Once the application has been approved by the County Auditor / Vehicle Licensing Office, take your application form to the County Recording Office. Retain proof of the recording fees paid. If the Recording Office retains your original application form, obtain a certified copy of the recorded form.							
<table border="1"> <tr> <td>APPLICANTS</td> <td>Once recorded, you must return to a Vehicle Licensing office to file the Manufactured Home Application, paying all required fees. Vehicle licensing subagents charge a service fee.</td> </tr> </table>						APPLICANTS	Once recorded, you must return to a Vehicle Licensing office to file the Manufactured Home Application, paying all required fees. Vehicle licensing subagents charge a service fee.
APPLICANTS	Once recorded, you must return to a Vehicle Licensing office to file the Manufactured Home Application, paying all required fees. Vehicle licensing subagents charge a service fee.						
For full instructions on completing this form for Title Elimination, Removal from Real Property or Transfer in Location, see form TD-420-730, Manufactured Home Application Instructions							

LICENSE CLERK
 WASH. DEPT. OF LIC.
 KING COUNTY, WA

The Department of Licensing has a policy of providing equal access to its services. If you need special accommodation, please call (360) 902-3600 or TTY (360) 664-8885.



CHICAGO TITLE INSURANCE COMPANY

701 FIFTH AVENUE, #3400, SEATTLE, WA 98104

PHONE: (206)628-5623
FAX: (206)628-5657

REDEVELOPMENT PLANNING
GROUP OF RENTON

MAY - 4 2006

RECEIVED

ORDER NO: 001197679
YOUR NO:
UNIT NO: 10
LOAN NO:

SUPPLEMENTAL COMMITMENT

ORDER REFERENCE INFORMATION

SUPPLEMENTAL NUMBER: 1
SELLER: JUDY R. BUSCH AND FREDERICK L. BUSCH
PURCHASER/BORROWER: SEATTLE REDEVELOPMENT L.L.C.
PROPERTY ADDRESS: 4808 NORTHEAST 2ND STREET
RENTON, WASHINGTON 98059

Our Title Commitment dated 02/27/06 at 8:00 A.M. is supplemented as follows:

THERE HAS BEEN NO CHANGE IN THIS COMMITMENT SINCE FEBRUARY 27, 2006.

APRIL 13, 2006 AUTHORIZED BY: MIKE HARRIS

NOTE: THE FOLLOWING PARTIES HAVE BEEN SENT A COPY OF THIS SUPPLEMENTAL COMMITMENT:

CTI/RENA SAUNIER
RENA SAUNIER 1/1
SEATTLE REDEVELOPMENT
MARC ROUSSO 1/1
WINDERMERE REAL ESTATE OF RENTON
MARCIE MAXWELL 1/1
JOHN TOMLINSON, ATTORNEY
FAX/0
ESM CONSULTING ENGINEERS
MATT CYR E/0

CHICAGO TITLE INSURANCE COMPANY

701 FIFTH AVENUE, #3400, SEATTLE, WA 98104

**A.L.T.A. COMMITMENT
SCHEDULE A**

Order No.: 1197679

Title Unit: U-10 Customer Number: BUSCH TO SEATTLE REDEVELOPMENT
Phone: (206)628-5623 Buyer(s): SEATTLE REDEVELOPMENT L.L.C.
Fax: (206)628-5657
Officer: HARRIS/EISENBREY

Commitment Effective Date: FEBRUARY 27, 2006 at 8:00 A.M.

1. Policy or Policies to be issued:

ALTA Owner's Policy	Amount:	\$1,100,000.00
1992 STANDARD	Premium:	\$1,838.00
70% RESIDENTIAL RESALE RATE	Tax:	\$ 161.74

Proposed Insured:

SEATTLE REDEVELOPMENT L.L.C., A WASHINGTON LIMITED LIABILITY COMPANY

Policy or Policies to be issued:

ALTA Loan Policy	Amount:	\$0.00
	Premium:	
	Tax:	

Proposed Insured:

Policy or Policies to be issued:

ALTA Loan Policy	Amount:	\$0.00
	Premium:	
	Tax:	

Proposed Insured:

2. The estate or interest in the land which is covered by this Commitment is:

FEE SIMPLE

3. Title to the estate or interest in the land is at the effective date hereof vested in:

FREDERICK L. BUSCH AND JUDY R. BUSCH, HUSBAND AND WIFE

4. The land referred to in this Commitment is described as follows:

SEE ATTACHED LEGAL DESCRIPTION EXHIBIT

CHICAGO TITLE INSURANCE COMPANY
A.L.T.A. COMMITMENT
SCHEDULE A
(Continued)

Order No.: 1197679
Your No.:

LEGAL DESCRIPTION EXHIBIT
(Paragraph 4 of Schedule A continuation)

THE EAST 330 FEET OF THE SOUTH 198 FEET OF THE SOUTHEAST QUARTER OF THE
NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 23 NORTH,
RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION THEREOF LYING WITHIN THE RIGHT OF WAY OF SOUTHEAST 132ND
STREET.

CHICAGO TITLE INSURANCE COMPANY

ALTA COMMITMENT
SCHEDULE B

Order No.: 1197679

Your No.:

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

GENERAL EXCEPTIONS

- A. Rights or claims of parties in possession not shown by the public records.
- B. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
- C. Easements, or claims of easements, not shown by the public records.
- D. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the public records.
- E. Taxes or special assessments which are not shown as existing liens by the public records.
- F. Any service, installation, connection, maintenance, tap, capacity or construction charges for sewer, water, electricity, other utilities, or garbage collection and disposal.
- G. Reservations or exceptions in patents or in Acts authorizing the issuance thereof;
Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- H. Water rights, claims, or title to water.
- I. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records, or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

SPECIAL EXCEPTIONS FOLLOW

CHICAGO TITLE INSURANCE COMPANY
A.L.T.A. COMMITMENT
SCHEDULE B
(Continued)

Order No.: 001197679
Your No.:

SPECIAL EXCEPTIONS

- a** 1. RESERVATIONS AND EXCEPTIONS CONTAINED IN DEED FROM NORTHERN PACIFIC RAILROAD COMPANY:

RESERVING AND EXCEPTING FROM SAID LANDS SO MUCH OR SUCH PORTIONS THEREOF AS ARE OR MAY BE MINERAL LANDS OR CONTAIN COAL OR IRON, AND ALSO THE USE AND THE RIGHT AND TITLE TO THE USE OF SUCH SURFACE GROUND AS MAY BE NECESSARY FOR GROUND OPERATIONS AND THE RIGHT OF ACCESS TO SUCH RESERVED AND EXCEPTED MINERAL LANDS, INCLUDING LANDS CONTAINING COAL OR IRON, FOR THE PURPOSE OF EXPLORING, DEVELOPING AND WORKING THE SAME.

RECORDING NUMBER: 192430

- b** 2. COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS CONTAINED IN INSTRUMENT, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, 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:

RECORDED: MAY 14, 1984
RECORDING NUMBER: 8405140889

- c** 3. COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS CONTAINED IN INSTRUMENT, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, 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:

RECORDED: JUNE 13, 1984
RECORDING NUMBER: 8406130752

- d** 4. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

BETWEEN: CITY OF RENTON

CHICAGO TITLE INSURANCE COMPANY
A.L.T.A. COMMITMENT
SCHEDULE B
(Continued)

Order No.: 1197679
Your No.:

SPECIAL EXCEPTIONS

AND: JUDY R. AND FREDERICK L. BUSCH
RECORDED: NOVEMBER 4, 1983
RECORDING NUMBER: 8311040544
REGARDING: TEMPORARY WATER SERVICE AGREEMENT

5. SELLER'S NOTICE OF ON-SITE SEWAGE SYSTEM OPERATION AND MAINTENANCE REQUIREMENTS, INCLUDING THE TERMS AND PROVISIONS THEREOF:

RECORDED: FEBRUARY 17, 2006
RECORDING NUMBER: 20060217001530

6. PAYMENT OF THE REAL ESTATE EXCISE TAX, IF REQUIRED.

THE PROPERTY DESCRIBED HEREIN IS SITUATED WITHIN THE BOUNDARIES OF LOCAL TAXING AUTHORITY OF UNINCORPORATED KING COUNTY. PRESENT RATE IS 1.78%.

ANY CONVEYANCE DOCUMENT MUST BE ACCOMPANIED BY THE OFFICIAL WASHINGTON STATE EXCISE TAX AFFIDAVIT. THE APPLICABLE EXCISE TAX MUST BE PAID AND THE AFFIDAVIT APPROVED AT THE TIME OF THE RECORDING OF THE CONVEYANCE DOCUMENTS.

7. GENERAL AND SPECIAL TAXES AND CHARGES, PAYABLE FEBRUARY 15, DELINQUENT IF FIRST HALF UNPAID ON MAY 1, SECOND HALF DELINQUENT IF UNPAID ON NOVEMBER 1 OF THE TAX YEAR (AMOUNTS DO NOT INCLUDE INTEREST AND PENALTIES):

YEAR: 2006
TAX ACCOUNT NUMBER: 152305-9082-03
LEVY CODE: 4155
ASSESSED VALUE-LAND: \$ 160,000.00
ASSESSED VALUE-IMPROVEMENTS: \$ 268,000.00

GENERAL & SPECIAL TAXES: BILLED: \$ 5,444.70
PAID: \$ 0.00
UNPAID: \$ 5,444.70

CHICAGO TITLE INSURANCE COMPANY
A.L.T.A. COMMITMENT
SCHEDULE B
(Continued)

Order No.: 1197679
Your No.:

SPECIAL EXCEPTIONS

8. DEED OF TRUST AND THE TERMS AND CONDITIONS THEREOF:

GRANTOR: FREDERICK L. BUSCH AND JUDY R. BUSCH, HUSBAND AND WIFE
TRUSTEE: FIDELITY
BENEFICIARY: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR PRINCIPAL RESIDENTIAL MORTGAGE, INC.
AMOUNT: \$ 75,500.00
DATED: MAY 1, 2003
RECORDED: MAY 8, 2003
RECORDING NUMBER: 20030508001333
LOAN NUMBER: 2287501-7

THE AMOUNT NOW SECURED BY SAID DEED OF TRUST AND THE TERMS UPON WHICH THE SAME CAN BE DISCHARGED OR ASSUMED SHOULD BE ASCERTAINED FROM THE HOLDER OF THE INDEBTEDNESS SECURED.

9. THE LEGAL DESCRIPTION IN THIS COMMITMENT IS BASED ON INFORMATION PROVIDED WITH THE APPLICATION AND THE PUBLIC RECORDS AS DEFINED IN THE POLICY TO ISSUE. THE PARTIES TO THE FORTHCOMING TRANSACTION MUST NOTIFY THE TITLE INSURANCE COMPANY PRIOR TO CLOSING IF THE DESCRIPTION DOES NOT CONFORM TO THEIR EXPECTATIONS.

NOTE 1:
EFFECTIVE JANUARY 1, 1997, DOCUMENT FORMAT AND CONTENT REQUIREMENTS HAVE BEEN IMPOSED BY WASHINGTON LAW. FAILURE TO COMPLY WITH THE FOLLOWING REQUIREMENTS MAY RESULT IN REJECTION OF THE DOCUMENT BY THE COUNTY RECORDER OR IMPOSITION OF A \$50.00 SURCHARGE.

FOR DETAILS OF THESE STATEWIDE REQUIREMENTS PLEASE VISIT THE KING COUNTY RECORDER'S OFFICE WEBSITE AT WWW.METROKC.GOV/RECELEC/RECORDS AND SELECT **ONLINE FORMS AND DOCUMENT STANDARDS**.

THE FOLLOWING MAY BE USED AS AN ABBREVIATED LEGAL DESCRIPTION ON THE DOCUMENTS TO BE RECORDED TO COMPLY WITH THE REQUIREMENTS OF RCW 65.04. SAID ABBREVIATED LEGAL DESCRIPTION IS NOT A SUBSTITUTE FOR A COMPLETE LEGAL DESCRIPTION WHICH MUST ALSO APPEAR IN THE BODY OF THE DOCUMENT:

POR NEQ NWQ SECTION 15-23-5.

CHICAGO TITLE INSURANCE COMPANY
A.L.T.A. COMMITMENT
SCHEDULE B
(Continued)

Order No.: 1197679
Your No.:

SPECIAL EXCEPTIONS

AS OF FEBRUARY 27, 2006, THE TAX ACCOUNT FOR SAID PREMISES IS
152305-9082-03.

END OF SCHEDULE B

CHICAGO TITLE INSURANCE COMPANY

701 FIFTH AVENUE, #3400, SEATTLE, WA 98104

A.L.T.A. COMMITMENT
SCHEDULE A

Order No.: 1197679

Title Unit: U-10 Customer Number: BUSCH TO SEATTLE REDEVELOPMENT
Phone: (206)628-5623 Buyer(s): SEATTLE REDEVELOPMENT L.L.C.
Fax: (206)628-5657
Officer: HARRIS/EISENBREY

Commitment Effective Date: FEBRUARY 27, 2006 at 8:00 A.M.

1. Policy or Policies to be issued:

ALTA Owner's Policy	Amount:	\$1,100,000.00
1992 STANDARD	Premium:	\$1,838.00
70% RESIDENTIAL RESALE RATE	Tax:	\$ 161.74

Proposed Insured:

SEATTLE REDEVELOPMENT L.L.C., A WASHINGTON LIMITED LIABILITY COMPANY

Policy or Policies to be issued:

ALTA Loan Policy	Amount:	\$0.00
	Premium:	
	Tax:	

Proposed Insured:

Policy or Policies to be issued:

ALTA Loan Policy	Amount:	\$0.00
	Premium:	
	Tax:	

Proposed Insured:

2. The estate or interest in the land which is covered by this Commitment is:

FEE SIMPLE

3. Title to the estate or interest in the land is at the effective date hereof vested in:

FREDERICK L. BUSCH AND JUDY R. BUSCH, HUSBAND AND WIFE

4. The land referred to in this Commitment is described as follows:

SEE ATTACHED LEGAL DESCRIPTION EXHIBIT

CHICAGO TITLE INSURANCE COMPANY
A.L.T.A. COMMITMENT
SCHEDULE A
(Continued)

Order No.: 1197679
Your No.:

LEGAL DESCRIPTION EXHIBIT
(Paragraph 4 of Schedule A continuation)

THE EAST 330 FEET OF THE SOUTH 198 FEET OF THE SOUTHEAST QUARTER OF THE
NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 23 NORTH,
RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION THEREOF LYING WITHIN THE RIGHT OF WAY OF SOUTHEAST 132ND
STREET.

CHICAGO TITLE INSURANCE COMPANY

A.L.T.A. COMMITMENT
SCHEDULE B

Order No.: 1197679
Your No.:

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

GENERAL EXCEPTIONS

- A. Rights or claims of parties in possession not shown by the public records.
- B. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
- C. Easements, or claims of easements, not shown by the public records.
- D. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the public records.
- E. Taxes or special assessments which are not shown as existing liens by the public records.
- F. Any service, installation, connection, maintenance, tap, capacity or construction charges for sewer, water, electricity, other utilities, or garbage collection and disposal.
- G. Reservations or exceptions in patents or in Acts authorizing the issuance thereof;
Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- H. Water rights, claims, or title to water.
- I. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records, or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

SPECIAL EXCEPTIONS FOLLOW

CHICAGO TITLE INSURANCE COMPANY
A.L.T.A. COMMITMENT
SCHEDULE B
(Continued)

Order No.: 001197679
Your No.:

SPECIAL EXCEPTIONS

- a 1. RESERVATIONS AND EXCEPTIONS CONTAINED IN DEED FROM NORTHERN PACIFIC RAILROAD COMPANY:
- RESERVING AND EXCEPTING FROM SAID LANDS SO MUCH OR SUCH PORTIONS THEREOF AS ARE OR MAY BE MINERAL LANDS OR CONTAIN COAL OR IRON, AND ALSO THE USE AND THE RIGHT AND TITLE TO THE USE OF SUCH SURFACE GROUND AS MAY BE NECESSARY FOR GROUND OPERATIONS AND THE RIGHT OF ACCESS TO SUCH RESERVED AND EXCEPTED MINERAL LANDS, INCLUDING LANDS CONTAINING COAL OR IRON, FOR THE PURPOSE OF EXPLORING, DEVELOPING AND WORKING THE SAME.
- RECORDING NUMBER: 192430
- b 2. COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS CONTAINED IN INSTRUMENT, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, 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:
- RECORDED: MAY 14, 1984
RECORDING NUMBER: 8405140889
- c 3. COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS CONTAINED IN INSTRUMENT, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, 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:
- RECORDED: JUNE 13, 1984
RECORDING NUMBER: 8406130752
- d 4. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:
- BETWEEN: CITY OF RENTON

CHICAGO TITLE INSURANCE COMPANY
A.L.T.A. COMMITMENT
SCHEDULE B
(Continued)

Order No.: 1197679
Your No.:

SPECIAL EXCEPTIONS

AND: JUDY R. AND FREDERICK L. BUSCH
RECORDED: NOVEMBER 4, 1983
RECORDING NUMBER: 8311040544
REGARDING: TEMPORARY WATER SERVICE AGREEMENT

5. SELLER'S NOTICE OF ON-SITE SEWAGE SYSTEM OPERATION AND MAINTENANCE REQUIREMENTS, INCLUDING THE TERMS AND PROVISIONS THEREOF:

RECORDED: FEBRUARY 17, 2006
RECORDING NUMBER: 20060217001530

6. PAYMENT OF THE REAL ESTATE EXCISE TAX, IF REQUIRED.

THE PROPERTY DESCRIBED HEREIN IS SITUATED WITHIN THE BOUNDARIES OF LOCAL TAXING AUTHORITY OF UNINCORPORATED KING COUNTY. PRESENT RATE IS 1.78%.

ANY CONVEYANCE DOCUMENT MUST BE ACCOMPANIED BY THE OFFICIAL WASHINGTON STATE EXCISE TAX AFFIDAVIT. THE APPLICABLE EXCISE TAX MUST BE PAID AND THE AFFIDAVIT APPROVED AT THE TIME OF THE RECORDING OF THE CONVEYANCE DOCUMENTS.

7. GENERAL AND SPECIAL TAXES AND CHARGES, PAYABLE FEBRUARY 15, DELINQUENT IF FIRST HALF UNPAID ON MAY 1, SECOND HALF DELINQUENT IF UNPAID ON NOVEMBER 1 OF THE TAX YEAR (AMOUNTS DO NOT INCLUDE INTEREST AND PENALTIES):

YEAR: 2006
TAX ACCOUNT NUMBER: 152305-9082-03
LEVY CODE: 4155
ASSESSED VALUE-LAND: \$ 160,000.00
ASSESSED VALUE-IMPROVEMENTS: \$ 268,000.00

GENERAL & SPECIAL TAXES: BILLED: \$ 5,444.70
PAID: \$ 0.00
UNPAID: \$ 5,444.70

CHICAGO TITLE INSURANCE COMPANY
A.L.T.A. COMMITMENT
SCHEDULE B
(Continued)

Order No.: 1197679
Your No.:

SPECIAL EXCEPTIONS

8. DEED OF TRUST AND THE TERMS AND CONDITIONS THEREOF:

GRANTOR:	FREDERICK L. BUSCH AND JUDY R. BUSCH, HUSBAND AND WIFE
TRUSTEE:	FIDELITY
BENEFICIARY:	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR PRINCIPAL RESIDENTIAL MORTGAGE, INC.
AMOUNT:	\$ 75,500.00
DATED:	MAY 1, 2003
RECORDED:	MAY 8, 2003
RECORDING NUMBER:	20030508001333
LOAN NUMBER:	2287501-7

THE AMOUNT NOW SECURED BY SAID DEED OF TRUST AND THE TERMS UPON WHICH
THE SAME CAN BE DISCHARGED OR ASSUMED SHOULD BE ASCERTAINED FROM THE
HOLDER OF THE INDEBTEDNESS SECURED.

9. THE LEGAL DESCRIPTION IN THIS COMMITMENT IS BASED ON INFORMATION
PROVIDED WITH THE APPLICATION AND THE PUBLIC RECORDS AS DEFINED IN THE
POLICY TO ISSUE. THE PARTIES TO THE FORTHCOMING TRANSACTION MUST
NOTIFY THE TITLE INSURANCE COMPANY PRIOR TO CLOSING IF THE DESCRIPTION
DOES NOT CONFORM TO THEIR EXPECTATIONS.

NOTE 1:
EFFECTIVE JANUARY 1, 1997, DOCUMENT FORMAT AND CONTENT REQUIREMENTS
HAVE BEEN IMPOSED BY WASHINGTON LAW. FAILURE TO COMPLY WITH THE
FOLLOWING REQUIREMENTS MAY RESULT IN REJECTION OF THE DOCUMENT BY THE
COUNTY RECORDER OR IMPOSITION OF A \$50.00 SURCHARGE.

FOR DETAILS OF THESE STATEWIDE REQUIREMENTS PLEASE VISIT THE KING
COUNTY RECORDER'S OFFICE WEBSITE AT WWW.METROK.COV/RECELEC/RECORDS
AND SELECT ONLINE FORMS AND DOCUMENT STANDARDS.

THE FOLLOWING MAY BE USED AS AN ABBREVIATED LEGAL DESCRIPTION ON THE
DOCUMENTS TO BE RECORDED TO COMPLY WITH THE REQUIREMENTS OF RCW 65.04.
SAID ABBREVIATED LEGAL DESCRIPTION IS NOT A SUBSTITUTE FOR A COMPLETE
LEGAL DESCRIPTION WHICH MUST ALSO APPEAR IN THE BODY OF THE DOCUMENT:

FOR NEQ NWQ SECTION 15-23-5.

CHICAGO TITLE INSURANCE COMPANY
A.L.T.A. COMMITMENT
SCHEDULE B
(Continued)

Order No.: 1197679
Your No.:

SPECIAL EXCEPTIONS

AS OF FEBRUARY 27, 2006, THE TAX ACCOUNT FOR SAID PREMISES IS
152305-9082-03.

END OF SCHEDULE B

CHICAGO TITLE INSURANCE COMPANY
A.L.T.A. COMMITMENT
SCHEDULE B
(Continued)

Order No.: 1197679
Your No.:

SPECIAL EXCEPTIONS

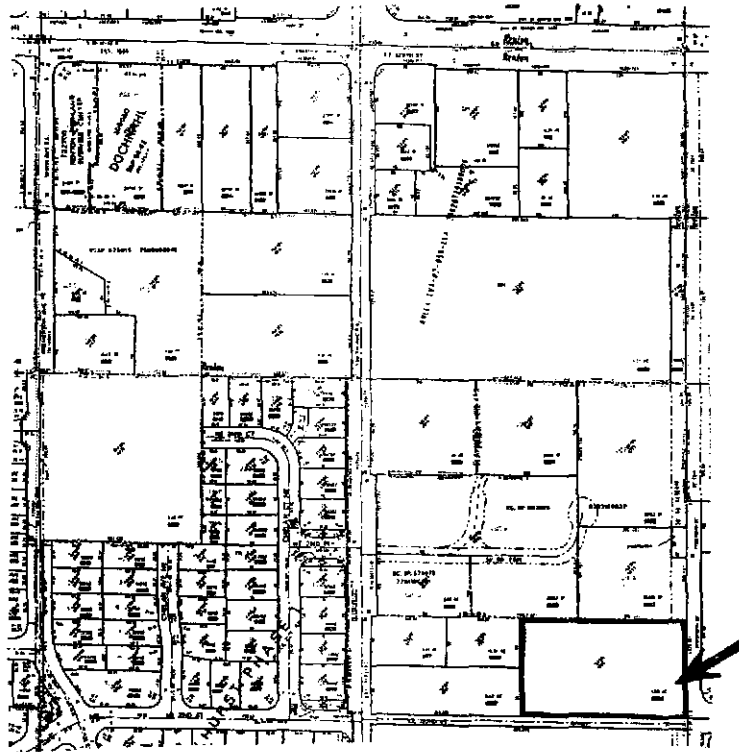
THE FOLLOWING PARTIES HAVE BEEN SENT A COPY OF THIS COMMITMENT:

CTI/RENA SAUNIER RENA SAUNIER	1/1
SEATTLE REDEVELOPMENT MARC ROUSSO	1/1
WINDERMERE REAL ESTATE OF RENTON MARCIE MAXWELL	1/1
JOHN TOMLINSON, ATTORNEY	FAX/0



IMPORTANT: This is not a Survey. It is furnished as a convenience to locate the land indicated hereon with reference to streets and other land. No liability is assumed by reason of reliance hereon.

Northeast ¼ of the Northwest ¼ of Section 15-23-5





FILED FOR RECORD BY RECORDERS

84/09/17 RECD F 3.50 NO462 B
CRSHSL *****3.50
11

WHEN RECORDED RETURN TO
Name PETER S. BANKS
Address P.O. Box 26
City, State, Zip Renton, WA 98057

Statutory Warranty Deed

8109170462

THE GRANTOR RICHARD R. POLLOCK & JOY K. POLLOCK, husband and wife also known as RICHARD K. POLLOCK & JOY A. POLLOCK, husband and wife

for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration

in hand paid, conveys and warrants to FREDERICK L. BUSCH & JOEL R. BUSCH, husband and wife

the following described real estate, situated in the County of King State of Washington: The East 330 feet of the South 198 feet of the Southeast quarter of the Northeast quarter of the Northwest quarter of Section 15, Township 23 North, Range 5 East, W.M., in King County, Washington; EXCEPT County Roads; EXCEPT all coal and minerals and the right to explore for and mine the same as reserved in Deed recorded June 26, 1900 under Recording No. 192430. Situate in the County of King, State of Washington.

SUBJECT TO: Reservations and Exceptions contained in Deed from Northern Pacific Railroad Company Recorded June 15, 1900 under Recording No. 192430

SUBJECT TO: Record of survey recorded on November 17, 1976 under Recording No. 761179003.

This deed is given in fulfillment of that certain real estate contract between the parties hereto, dated October 20, 1983, and conditioned for the conveyance of the above described property, and the covenants of warranty herein contained shall not apply to any title, interest or encumbrance arising by, through or under the purchaser in said contract, and shall not apply to any taxes, assessments or other charges levied, assessed or becoming due subsequent to the date of said contract

Real Estate Sales Tax was paid on this sale on October 26, 1983, Rec. No. 8310260042 E-0746946

Dated October 20, 1983

Richard K. Pollock
Richard K. Pollock

Joy A. Pollock
Joy A. Pollock

STATE OF WASHINGTON }
COUNTY OF King }

On this day personally appeared before me Richard K. & Joy A. Pollock to me known to be the individual described in and the executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 21st day of October, 1983.
Coraine Deput
Notary Public in and for the State of Washington, residing at Renton

F. 9229

STATE OF WASHINGTON }
COUNTY OF _____ }

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ and _____ to me known to be the _____ President and _____ Secretary, respectively, of _____ the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____ authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation. Witness my hand and official seal hereof affixed the day and year first above written.

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

FILED BY CHICAGO TITLE INSURANCE CO
77754

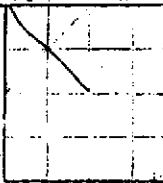
CHICAGO TITLE INSURANCE CO
RENTON

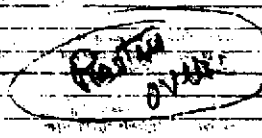
MAY - 4 2006
RECEIVED

(Compare with Record)

Give full names with description of Parties and Signatures verifying each Party's Name; and Date.

Page No.

Dep. LAND Northern Pacific Railway Com- pany, a corp and laws of the St. of Wisconsin. to James E. Calman J. A. Calman M. W. Matheson J. C. A. Paul	COPY # 1 Cons. 1120 Stamp 20 Day Mo. Yr. DATED AC'D FILED	Vol. 2574 0 7, 3x8 19 2-430	LOT 	Special P. No. Index Date TW. 25 N 256 1925
Add'd at Registry Co., Minn. W. E. Paul, J. A. Calman, J. C. A. Paul N. P. Calman then, M. W. Matheson		Date, 11/20/25 J. A. Calman, M. W. Matheson, J. C. A. Paul		
LOT		BLOCK ADDN		



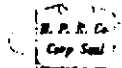
169. Under seal, and also appears that it had been signed and sealed in behalf of all signers, by authority of the full of the parties.

UNITED PACIFIC DEED Form 16 b)

WHEREAS, F. p. has resolved to sell & by to S. p. the ld hereinafter described f. f. s. for the price hereinafter specified; now therefore F. p. in case of S. p. has resolved to sell & by to S. p. the following described ld in R. C. W. case:

EXCEPT from all lds such as are known or shall be hereinafter ascertained to contain coal or iron, and also the use of such lands and any to necessary for mining operations & the use of access to such reserved and except coal & iron lds for purpose of exploring, developing & working the same. To hold & n to S. p. has free & clear of all liens, claims & encumbrances except taxes & assessments of any kind or amount for the year 1954 and 1955.

Other S. W. except as herein stated & assessed, and if any, S. p. assumes. In witness whereof F. p. has caused these presents to be signed with its corporate seal & signed by its President.



Northern Pacific Railway Company

By *U. H. Nelson* President

Attest *H. J. ...* Assistant-Secretary

84/05/14

NO889 E

RECD F 4.00
CRSHSL

*****4.00
55

DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS
REGARDING ANNEXATION TO A PUBLIC WATER DISTRICT AND
FORMATION OF A UTILITY LOCAL IMPROVEMENT DISTRICT

In consideration of approval by King County of a _____
Building permit/approval for the pro-
(Building or Plat)
perty described below, Judy & Fred Busch
(Owner(s) Names)
_____, property owners, hereby covenant and
agree as follows:

1. I/We are the owners of property within King County,
which is legally described as follows: (Legal Description)
E 330' of S 198' of SE 1/4, NE 1/4, NW 1/4 Less
C/M rights

RECORDED THIS DAY
MAY 14 3 05 PM '04
BY THE DIVISION OF
RECORDS & ELECTIONS
KING COUNTY

2. I/We have requested the issuance by King County of the
following permit or approval for the above described property:
RB49577
(Job No. or Plat No.)

3. Pursuant to King County Ordinance 5828, Section 4, the
above described permit or approval is exempt from King County's
requirements for fire hydrants and water mains.

4. Recognizing the above facts and in consideration of
King County's issuance of the requested permit/approval:

A. I/We hereby agree to join in the execution of a
petition for, and not to protest, the annexation of the sub-
ject property to a public water district. For this purpose,
I/we hereby designate the manager of the public water district
to which annexation is proposed as our agent authorizing to
sign a petition pursuant to RCW 57.24.010 on our behalf.

B. I/We hereby agree to join in the execution of a
petition for and not to protest, the formation of a utility
local improvement district for purposes of providing water

FILED for Record at Request of

Judy Busch
1312 N. 34th St
Renton, Wa

98056

8405140889

mains and fire hydrants consistent with applicable King County standards. For this purpose, I/we hereby designate the manager of the public water district responsible for the local improvement district as our agent authorized to sign a petition pursuant to RCW 57.16.060 on our behalf.

5. This Declaration of Conditions, Covenants and Restrictions is binding upon our heirs assignees and successors in interest as the owners of the above-described property and is a covenant running with the land.

6. This Declaration of Conditions, Covenants and Restrictions shall not be released without the express written approval of the King County Fire Marshal or his successor.

3405140889

Judy Rue Busch Fred Busch
OWNER (Signature) OWNER (Signature)

On this 11th day of May, 1984, before me personally appeared JUDY RUE BUSCH & FRED BUSCH to me known to be the (individuals) (_____ of the _____ corporation) described herein and who executed the foregoing instrument as their free and voluntary act and deed for the uses and purposes herein mentioned.

Witness my hand and seal hereto affixed the 11th day of May, 1984.

James McDowell
Notary Public in and for the
state of Washington, residing
at Bellum

DECLARATION OF COVENANT
REGARDING USE AND MAINTENANCE
OF KING COUNTY RIGHT OF WAY BY
ADJACENT PROPERTY OWNER

RECORDED
JUN 13 1984

8406130752

In consideration of approval by King County of a right-of-way use permit for the use of the road right-of-way described below, Frederick L Busch, property owner(s), hereby covenant and agree as follows:

1. I/We are owners of the following described real property:
E 330' of S 198' of SE 1/4, NE 1/4, NW 1/4 15-23-5
Less C/M rights

2. I/We have requested issuance of a King County right-of-way use permit to place the following improvement, residential permit in the road right-of-way for the following King County street SE 132nd st.

which serves the above-described real property.

3. The owners of the real property described in paragraph 1 hereby assume sole responsibility for the maintenance of the improvement described in paragraph 2.

4. No enlargement or alteration of the improvement described in paragraph 2 except routine maintenance is permitted without prior approval of King County.

5. The owners of the real property described in paragraph 1 hereby hold King County harmless from all costs, expenses, losses and damages, including the cost of defense incurred as the result of the existence, operation or use of the improvement described in paragraph 2.

84/06/13
RECD F 5.00 #0752 D
CRSHSL *****5.00
22

8406130752

6. It is hereby acknowledged that the improvement described in paragraph 2 is located in a King County road right-of-way. In the event King County determines that the subject road right-of-way is needed for public purposes or has become a hazard to the safe public use of the road right-of-way, King County may order the owners of the property described in paragraph 1 to remove, repair or alter said improvements at said property owner's expense. Said owners agree to immediately comply with any such orders.

7. In the event that King County determines that the improvements described in paragraph 2 have become a public health or safety hazard or if the owners of the real property described in paragraph 1 fail to comply with any King County order issued pursuant to paragraph 6, King County has the right to remove, repair or alter said improvements without notice to said owners. Said owners shall compensate King County for the costs of such removal, repair or alteration.

8. This agreement is binding upon the heirs, successors and assigns of the owners of the real property described in paragraph 1 and is a covenant running with the land.

DATED this 13 day of June, 1984.

Frederick L Busch

STATE OF WASHINGTON)
COUNTY OF KING) SE.

I, JUDY K. GRIFFIN, Notary Public in and for the State of Washington, do hereby certify that on this 13th day of JUNE, 1984, personally appeared before me FREDERICK L. BUSCH, to me known

8406130752

to be the individual described in and who executed the within instrument and acknowledged that _____ signed the same as _____ free and voluntary act and deed for the uses and purposes herein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this _____ day of _____, 19____.



Judith K. Gruesel
Notary Public in and for the State
of Washington, residing at _____

STATE OF WASHINGTON)
COUNTY OF KING) ss.

On this _____ day of _____, 19____, before me personally appeared _____

to me known to be the _____

of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he _____ authorized said instrument and that the seal affixed is the corporate seal of said corporation.

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

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

FILED FOR RECORD at Request of
Name Fred Busch
Address 1312 N. 34th
Renton Wa. 98056

RETURN ADDRESS

Marcie Maxwell-Windermere RE/Renton Inc
3800 NE 4th Street
Renton, WA 98056



20060217001530

TICOR NATIONAL OSS 38.00
PAGE 001 OF 004
02/17/2006 14:19
KING COUNTY, WA

Please print neatly or type information

Document Title:

TICOR TITLE
WOODRIDGE 2

King County Form--Seller's Notice of On-Site Sewage System Operation and Maintenance Requirements

Reference Number(s) of Related Documents:

N/A

Additional Reference #s on page _____

Grantor(s) (Last, First, and Middle Initial)

Busch, Frederick L.

Busch, Judy R.

Additional Grantors on page _____

Grantee(s) (Last, First, and Middle Initial)

THE PUBLIC

Legal Description (abbreviated form: lot, block, plat or section, township, range, quarter/quarter)

STR 152305 TAXLOT 82 E 330 FT OF 2 198 FT OF SE 1/4 OF NE 1/4 OF NW 1/4
LESS C/M RGTS - See ERI 7/07/11

Additional legal is on page _____

Assessor's Property Tax Parcel/Account Number

1523059082

Additional parcel #s on page _____

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the documents to verify the accuracy or completeness of the indexing information provided herein.

**KING COUNTY FORM -
 SELLER'S NOTICE OF ON-SITE SEWAGE SYSTEM
 OPERATION AND MAINTENANCE REQUIREMENTS**

Assessor's Tax Parcel ID#: 152305 9082

1. Seller is the owner of real property within King County, which is legally described as follows:
ATTACHED - EXHIBIT A

2. The above-described real property is served by an on-site sewage system ("OSS").
3. The Code of the King County Board of Health, Section 13.60.005 establishes certain responsibilities of the OSS owner with respect to the operation and maintenance of an On-site Sewage System, as follows:
 - A. The OSS owner is responsible for the continuous proper operation and maintenance of the OSS, and shall:
 1. Determine the level of solids and scum in the septic tank at least once every three (3) years for residential system with no garbage grinder and once every year if a garbage grinder is installed and, unless otherwise provided in writing by the health officer, once every year for commercial systems.
 2. Employ an approved pumper to remove the septage from the tank when the level of solids and scum indicates that removal is necessary.
 3. Cause preventive maintenance/system performance monitoring inspections to be conducted and any indicated service to be performed by an approved person at a minimum frequency in accordance with Table 13.60-1 unless otherwise established by the health officer or the sewage review committee.
 4. Operate and maintain all OSS in accordance with this title, with pertinent alternative system guidelines issued by the DOH (State of Washington Department of Health) and with the approved OSS owner's operating and maintenance instruction manual.
 5. Protect the OSS area including the reserve area from:
 - a. Cover by structures or impervious material;
 - b. Surface drainage;
 - c. Soil compaction, for example, by vehicular traffic or livestock; and
 - d. Damage by soil removal and grade alteration.
 6. Maintain the flow of sewage to the OSS at or below the approved design both in quantity and waste strength.
 7. Direct drains, such as footing of roof drains away from the area where the OSS is located.



Chicago Title Insurance Company

FILED FOR RECORD AT REQUEST OF

A

RECORDED
JUL 17 11 24 AM '83
KING COUNTY

THIS SPACE PROVIDED FOR RECORDER'S USE.

84-09-17
RECD F 3.50
CASH-1L
80462: B
CASH-1L, 50
11

WHEN RECORDER RETURNS TO

Name: PETER S. BANKS
Address: P.O. Box 26
Renton, WA 98057

E-716246

Statutory Warranty Deed

THE GRANTOR RICHARD K. POLLOCK & JOY K. POLLOCK, husband and wife also known as RICHARD K. POLLOCK & JOY A. POLLOCK, husband and wife

8100170462

for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration

in hand paid, conveyed with warranty to FREDERICK L. BUSCH & JUDY R. BUSCH, husband and wife

The following described real estate, situated in the County of King, State of Washington: The East 330 feet of the South 198 feet of the Southeast quarter of the Northeast quarter of the Northwest quarter of Section 15, Township 23 North, Range 5 East, Y.N., in King County, Washington; EXCEPT County Roads; EXCEPT all coal and minerals and the right to explore for and mine the same as reserved in Deed recorded June 26, 1900 under Recording No. 192430. Situate in the County of King, State of Washington.

SUBJECT TO: Reservations and Exceptions contained in Deed from Northern Pacific Railroad Company Recorded June 15, 1900 under Recording No. 192430

SUBJECT TO: Record of survey recorded on November 17, 1978 under Recording No. 7611179003.

XJB
XJB

This deed is given in fulfillment of that certain real estate contract between the parties herein, dated October 20, 1983, and conditioned for the conveyance of the above described property, and the terms of said contract, and shall not apply to any taxes, assessments or other charges levied, assessed or imposed on the subject property to the date of said contract.

Real Estate Ad Val Tax was paid on this sale on October 26, 1983, Rec. No. 8310260042 E-0745946

Dated October 20, 1983

Richard K. Pollock
Richard K. Pollock

Joy K. Pollock
Joy K. Pollock

STATE OF WASHINGTON
COUNTY OF King

STATE OF WASHINGTON
COUNTY OF King

On this day personally appeared before me Richard K. & Joy A. Pollock, do now known to be the individuals described in and to me executed the within and foregoing instrument, and acknowledged that they signed the same their free and voluntary act and deed, and the same and contents thereof are true.

On this day of King, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared and to me known to be the President and Secretary, respectively of the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on which stated that the said authorized to execute the said instrument and that the said officer is the corporate seal of said corporation.

GIVEN under my hand and official seal this 1st day of October, 1983.

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

Without my hand and official seal herein affixed the day and year first above written.

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

FILED BY KENTON TITLE INSURANCE CO. 77754-1

F. 9229

**KING COUNTY FORM -
SELLER'S NOTICE OF ON-SITE SEWAGE SYSTEM
OPERATION AND MAINTENANCE REQUIREMENTS**

B. The owner shall not allow:

1. Use or introduction of strong bases, strong acids or organic solvents into an OSS for the purpose of system cleaning;
2. Use of a sewage system additives unless it is specifically approved by the DOH; or
3. Use of an OSS to dispose of waste components atypical of residential wastewater, for example, but not limited to, petroleum products, paints, solvents, or pesticides.

4. **Note about Operation and Maintenance Program Fee:** Rules and Regulations 02-01, amendment to the Code of the King County Board of Health, states, "At the time of sale or transfer of property ownership, the buyer or transferee of a property served by an OSS shall forward to the health officer a fee as set forth in the fee schedule and submit a signed copy of the notice on title as set forth in Section 13.56.054A." This fee is \$40.00 per the Rules and Regulations 02-01, effective June 17, 2002.

Judith L Busch 2/11/06
Seller Date

Judy R. Busch 2/11/06
Seller Date

STATE OF WASHINGTON)

) ss:

COUNTY OF KING)

On this 11th day of FEBRUARY, 2006, before me personally
(month) (year)

appeared FREDERICK L BUSCH and JUDY R BUSCH, to me
known to be the individual(s) described herein and who executed the foregoing instrument as his/her/their
free and voluntary act and deed for the uses and purposes herein stated.

Given under my hand and official seal this 11 day of FEBRUARY, 2006
(month) (year)



Marcie E Maxwell

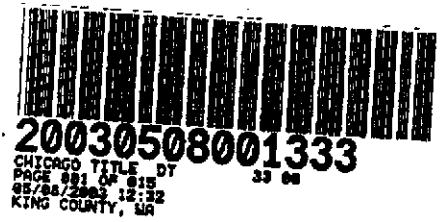
Print Name: MARCIE E MAXWELL

NOTARY PUBLIC in and for the State of

Washington, Residing at: RENTON, WA

My Appointment Expires: 12/11/2007

Fidelity Residential Selection
808 Travis, Suite 1520
Houston, Texas 77002



Assessor's Parcel or Account Number 152305-9092
Abbreviated Legal Description The East 330 Feet of the South
198 Feet of the Southeast
quarter of the Northeast ^{1/4 of the NW 1/4 of}
[Include lot, block and plat or section, township and range] Full legal description located on page 3
Trustee Fidelity SN 15, Township 23 N, Range 5 E.
Additional Grantees located on page

2287501-7

[Space Above This Line For Recording Data]

(15)

\$33

DEED OF TRUST

MIN 100026600022875012

CHICAGO TITLE INS. CO
REF# 1092411.4



115 2287501

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated May 1, 2003 together with all Riders to this document.

(B) "Borrower" is Frederick L. Busch and Judy R. Busch, husband and wife.

Borrower is the trustor under this Security Instrument.

(C) "Lender" is Principal Residential Mortgage, Inc.

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

Form 3048 1/01

6A(WA) (0012)

Page 1 of 15

Initials

FB JRB

VMP MORTGAGE FORMS - (800)521-7291



Lender is a Corporation
 organized and existing under the laws of the State of Iowa
 Lender's address is
 711 High Street, Des Moines, IA 50392
 (D) "Trustee" is Fidelity

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P O Box 2026, Flint, MI 48501-2026, tel (888) 679-MERS

(F) "Note" means the promissory note signed by Borrower and dated May 1, 2003

The Note states that Borrower owes Lender

Seventy Five Thousand Five Hundred and 00/100 Dollars
 (U.S. \$ 75,500.00) plus interest Borrower has promised to pay this debt in regular Periodic

Payments and to pay the debt in full not later than May 1, 2013

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

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

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

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

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

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

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

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

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

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

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

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C Section 2601 et seq) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note, and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the _____ County _____ [Type of Recording Jurisdiction] of King _____ [Name of Recording Jurisdiction].

THE EAST 330 FEET OF THE SOUTH 198 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 23 NORTH, RANGE 5 EAST, W M , IN KING COUNTY, WASHINGTON, EXCEPT COUNTY ROADS

Parcel ID Number _____ which currently has the address of _____ [Street] 13918 SE 132nd St., _____ [City] , Washington 98059 _____ [Zip Code] Renton ("Property Address")

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property, and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances

of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows

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

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

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

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

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property, (b) leasehold payments or ground rents on the Property, if any, (c) premiums for any and all insurance required by Lender under Section 5, and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community

Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

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

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

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

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's

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

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

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

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

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

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

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

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument, (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate, or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred, (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash, (b) money order, (c)

certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity, or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

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

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

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

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

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of

release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS Borrower and Lender further covenant and agree as follows.

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property at public auction at a date not less than 120 days in the future. The notice shall further inform Borrower of the right to reinstate after acceleration, the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale, and any other matters required to be included in the notice by Applicable Law. If the default is not cured on or before the date specified in the notice, Lender at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and/or any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

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

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

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



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

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

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

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

Witnesses.

Frederick L. Busch (Seal)
Frederick L. Busch -Borrower

Judy R. Busch (Seal)
Judy R. Busch -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

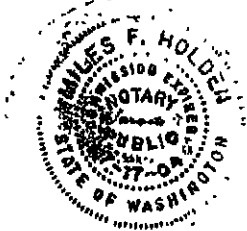
STATE OF WASHINGTON
County of King

} ss:

On this day personally appeared before me
Frederick L Busch and Judy R Busch, husband and wife

to me known to be the individual(s) described in and who executed the within and foregoing instrument,
and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the
uses and purposes therein mentioned.

GIVEN under my hand and official seal this 1ST day of May, 2003



Miles F. Holden

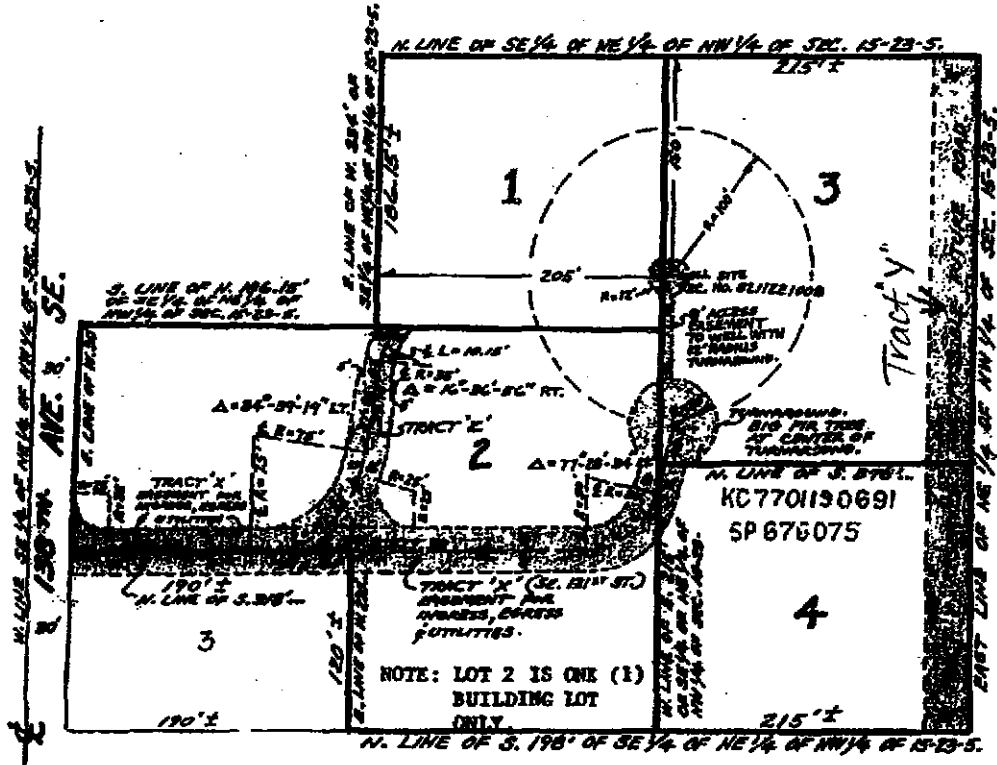
MILES F. HOLDEN
Notary Public in and for the State of Washington, residing at
KIRKLAND, WA 98034
My Appointment Expires on

JULY 17, 2004

FL JB

NE 1/4 OF N. 1/4 OF SEC. 15-23-5
 KING COUNTY, WASH.

8307166522



WARNING: King County has no responsibility to build, improve, maintain or otherwise service the private roads contained within or provided service to the property described in this short plat.

Maintenance Agreement Continued
 Tract "Z"- 30 foot wide portion by Lot's 1 & 2. 20 foot wide portion by Lot 1 only.

Maintenance Agreement
 Tract's "X" and "Z" to be maintained, repaired and/or rebuilt by the owners of the parcels having legal access therefrom and their heirs, assigns or successors unless and until such roads are improved to King County standards and are dedicated and accepted by King County for maintenance. Responsibility for said maintenance is as follows:
 Tract "X"- (West 123.5') Lot's 1,2,3,4 and Lot 3 of S.P.#676075. Remainder, including turnaround by Lot's 3 & 4.

Map on File in Tract

Direction: N

Scale: 1" = 100'



Short Plat No: 882065

Exhibit 7

King County Surveyor's Office
 1000 4th Avenue, Seattle, WA 98101
 Phone: (206) 462-3000
 Fax: (206) 462-3001
 Website: www.kingcounty.gov



CHICAGO TITLE INSURANCE COMPANY

701 FIFTH AVENUE, #3400, SEATTLE, WA 98104

PHONE: (206)628-5623
FAX: (206)628-5657

REDEVELOPMENT PLAN...
OF RENT...

MAY - 4 2006

RECEIVED

ORDER NO: 001172584
YOUR NO: BELTRAN
UNIT NO: 10
LOAN NO:

SUPPLEMENTAL COMMITMENT #2

ORDER REFERENCE INFORMATION

SUPPLEMENTAL NUMBER: 2
SELLER: RICARDO BELTRAN, AND ESTATE OF ROSINA C. BELTRAN
PURCHASER/BORROWER: SEATTLE REDEVELOPMENT L.L.C.
PROPERTY ADDRESS: WASHINGTON

Our Title Commitment dated 08/31/05 at 8:00 A.M. is supplemented as follows:

PARAGRAPH NUMBER(S) 13 HAS (HAVE) BEEN AMENDED AS FOLLOWS:

1. GENERAL AND SPECIAL TAXES AND CHARGES, PAYABLE FEBRUARY 15, DELINQUENT IF FIRST HALF UNPAID ON MAY 1, SECOND HALF DELINQUENT IF UNPAID ON NOVEMBER 1 OF THE TAX YEAR (AMOUNTS DO NOT INCLUDE INTEREST AND PENALTIES):

YEAR: 2006
TAX ACCOUNT NUMBER: 152305-9048-06
LEVY CODE: 4342
ASSESSED VALUE-LAND: \$ 140,000.00
ASSESSED VALUE-IMPROVEMENTS: \$ 0.00
GENERAL & SPECIAL TAXES: BILLED: \$ 1,805.20
PAID: \$ 902.60
UNPAID: \$ 902.60

THERE HAS BEEN NO CHANGE IN THIS COMMITMENT SINCE AUGUST 31, 2005, EXCEPT AS SHOWN HEREIN ABOVE AND ON SUPPLEMENTAL(S) 1.

APRIL 13, 2006 AUTHORIZED BY: MIKE HARRIS

SEE NEXT PAGE

CHICAGO TITLE INSURANCE COMPANY

Order No.: 1172584
Your No.: BELTRAN
Unit No.: 10

SUPPLEMENTAL COMMITMENT
(Continued)

NOTE: THE FOLLOWING PARTIES HAVE BEEN SENT A COPY OF THIS SUPPLEMENTAL COMMITMENT:

CTI/RENA SAUNIER

3/1

GORDON, THOMAS, HONEYWELL, PETERSON ETC

JEMIMA J. MCCULLUM

2/1

SEATTLE REDEVOPMENT, L.L.C.

MARC ROUSSO

1/1

ESM CONSULTING ENGINEERS

MATT CYR

E/0

CHICAGO TITLE INSURANCE COMPANY

701 FIFTH AVENUE, #3400, SEATTLE, WA 98104

ALTA COMMITMENT SCHEDULE A

Order No.: 1172584

Title Unit: U-10 Customer Number: BELTRAN
Phone: (206)628-5623 Buyer(s): SEATTLE REDEVELOPMENT L.L.C.
Fax: (206)628-5657
Officer: HARRIS/EISENBREY

Commitment Effective Date: AUGUST 31, 2005 at 8:00 A.M.

1. Policy or Policies to be issued: PREMIUM APPLICABLE BETWEEN \$400,001.00 - \$420,000.00

ALTA Owner's Policy	Amount:	\$420,000.00
1992 STANDARD	Premium:	\$ 931.00
70% RESIDENTIAL RESALE RATE	Tax:	\$ 81.93

Proposed Insured:
SEATTLE REDEVELOPMENT L.L.C., A WASHINGTON LIMITED LIABILITY COMPANY

Policy or Policies to be issued:

ALTA Loan Policy	Amount:	\$0.00
1992 EXTENDED	Premium:	
SIMULTANEOUS LOAN RATE	Tax:	

Proposed Insured:

Policy or Policies to be issued:

ALTA Loan Policy	Amount:	\$0.00
	Premium:	
	Tax:	

Proposed Insured:

2. The estate or interest in the land which is covered by this Commitment is:

FEE SIMPLE

3. Title to the estate or interest in the land is at the effective date hereof vested in:

RICARDO BELTRAN AND THE HEIRS AND DEVISEES OF ROSINA BELTRAN, DECEASED

4. The land referred to in this Commitment is described as follows:

SEE ATTACHED LEGAL DESCRIPTION EXHIBIT

CHICAGO TITLE INSURANCE COMPANY
A.L.T.A. COMMITMENT
SCHEDULE A
(Continued)

Order No.: 1172584
Your No.: BELTRAN

LEGAL DESCRIPTION EXHIBIT
(Paragraph 4 of Schedule A continuation)

LOT 1, KING COUNTY SHORT PLAT NUMBER 881050, RECORDED UNDER RECORDING NUMBER
8201220536, IN KING COUNTY, WASHINGTON.

CHICAGO TITLE INSURANCE COMPANY

A.L.T.A. COMMITMENT
SCHEDULE B

Order No.: 1172584
Your No.: BELTRAN

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

GENERAL EXCEPTIONS

- A. Rights or claims of parties in possession not shown by the public records.
- B. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
- C. Easements, or claims of easements, not shown by the public records.
- D. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the public records.
- E. Taxes or special assessments which are not shown as existing liens by the public records.
- F. Any service, installation, connection, maintenance, tap, capacity or construction charges for sewer, water, electricity, other utilities, or garbage collection and disposal.
- G. Reservations or exceptions in patents or in Acts authorizing the issuance thereof; Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- H. Water rights, claims, or title to water.
- I. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records, or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

SPECIAL EXCEPTIONS FOLLOW

CHICAGO TITLE INSURANCE COMPANY
A.L.T.A. COMMITMENT
SCHEDULE B
(Continued)

Order No.: 001172584
Your No.: BELTRAN

SPECIAL EXCEPTIONS

A 1. UNDERGROUND UTILITY EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: PUGET SOUND POWER & LIGHT COMPANY
PURPOSE: ELECTRIC TRANSMISSION AND/OR
DISTRIBUTION SYSTEM
AREA AFFECTED: SOUTH 10 FEET
RECORDED: FEBRUARY 3, 1982
RECORDING NUMBER: 8202030639

CONTAINS COVENANT PROHIBITING STRUCTURES OVER SAID EASEMENT OR OTHER
ACTIVITIES WHICH MIGHT ENDANGER THE UNDERGROUND SYSTEM.

B 2. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: PACIFIC NORTHWEST BELL TELEPHONE
COMPANY, A WASHINGTON CORPORATION
PURPOSE: UNDERGROUND COMMUNICATION LINES
AREA AFFECTED: SOUTH 10 FEET
RECORDED: MARCH 29, 1982
RECORDING NUMBER: 8203290514

C 3. EXCEPTIONS AND RESERVATIONS CONTAINED IN DEED:

FROM: ESTHER A. SCHEID
RECORDED: FEBRUARY 2, 1943
RECORDING NUMBER: 3289983

AS FOLLOWS: EXCEPTING ALL COAL AND MINERALS

**D 4. COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, NOTES, DEDICATIONS
AND SETBACKS, IF ANY, SET FORTH IN OR DELINEATED ON SAID SHORT PLAT.**

**E 5. COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN INSTRUMENT, BUT
OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, 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**

CHICAGO TITLE INSURANCE COMPANY
A.L.T.A. COMMITMENT
SCHEDULE B
(Continued)

Order No.: 1172584
Your No.: BELTRAN

SPECIAL EXCEPTIONS

APPLICABLE LAW:

RECORDED: AUGUST 27, 1985
RECORDING NUMBER: 8508270627

6. PAYMENT OF THE REAL ESTATE EXCISE TAX, IF REQUIRED.

THE PROPERTY DESCRIBED HEREIN IS SITUATED WITHIN THE BOUNDARIES OF LOCAL TAXING AUTHORITY OF UNINCORPORATED KING COUNTY. PRESENT RATE IS 1.78%.

ANY CONVEYANCE DOCUMENT MUST BE ACCOMPANIED BY THE OFFICIAL WASHINGTON STATE EXCISE TAX AFFIDAVIT. THE APPLICABLE EXCISE TAX MUST BE PAID AND THE AFFIDAVIT APPROVED AT THE TIME OF THE RECORDING OF THE CONVEYANCE DOCUMENTS.

7. GENERAL AND SPECIAL TAXES AND CHARGES, PAYABLE FEBRUARY 15, DELINQUENT IF FIRST HALF UNPAID ON MAY 1, SECOND HALF DELINQUENT IF UNPAID ON NOVEMBER 1 OF THE TAX YEAR (AMOUNTS DO NOT INCLUDE INTEREST AND PENALTIES):

YEAR:	2005
TAX ACCOUNT NUMBER:	152305-9048-06
LEVY CODE:	4342
ASSESSED VALUE-LAND:	\$ 140,000.00
ASSESSED VALUE-IMPROVEMENTS:	\$ 0.00
GENERAL & SPECIAL TAXES:	BILLED: \$ 1,757.14
	PAID: \$ 878.57
	UNPAID: \$ 878.57

8. IT IS OUR UNDERSTANDING THAT ROSINA BELTRAN IS NOW DECEASED, BUT WE FIND NO RECORD OF THE PROBATE OF THE ESTATE HAVING BEEN HAD IN THE SUPERIOR COURT FOR KING COUNTY. THE COMPANY THEREFORE DOES NOT INSURE AGAINST THE RIGHTS OF HEIRS, CREDITORS, OR THE LIABILITY FOR INHERITANCE TAX, IF ANY, OR ANY OTHER MATTERS THAT A PROBATE OF THE ESTATE MIGHT DISCLOSE.

CHICAGO TITLE INSURANCE COMPANY
A.L.T.A. COMMITMENT
SCHEDULE B
(Continued)

Order No.: 1172584
Your No.: BELTRAN

SPECIAL EXCEPTIONS

- r 9. TITLE IS TO VEST IN SEATTLE REDEVELOPMENT L.L.C., AND WILL THEN BE SUBJECT TO THE FOLLOWING MATTERS SHOWN AT PARAGRAPH(S) 10 AND 11.
- v 10. TERMS AND CONDITIONS OF THE LIMITED LIABILITY COMPANY AGREEMENT FOR SEATTLE REDEVELOPMENT L.L.C..
- x NOTE: A COPY OF THE LIMITED LIABILITY COMPANY AGREEMENT, AND AMENDMENTS THERETO, IF ANY, MUST BE SUBMITTED.
- z 11. ANY CONVEYANCE OR MORTGAGE BY SEATTLE REDEVELOPMENT L.L.C., MUST BE EXECUTED IN ACCORDANCE WITH THE LIMITED LIABILITY COMPANY AGREEMENT AND BY ALL THE MEMBERS, OR EVIDENCE MUST BE SUBMITTED THAT CERTAIN DESIGNATED MANAGERS/MEMBERS HAVE BEEN AUTHORIZED TO ACT FOR THE LIMITED LIABILITY COMPANY.
- m 12. THE LEGAL DESCRIPTION IN THIS COMMITMENT IS BASED ON INFORMATION PROVIDED WITH THE APPLICATION AND THE PUBLIC RECORDS AS DEFINED IN THE POLICY TO ISSUE. THE PARTIES TO THE FORTHCOMING TRANSACTION MUST NOTIFY THE TITLE INSURANCE COMPANY PRIOR TO CLOSING IF THE DESCRIPTION DOES NOT CONFORM TO THEIR EXPECTATIONS.
- n NOTE 1:
THE FOLLOWING DEED(S) AFFECTING SAID LAND WAS (WERE) RECORDED WITHIN 24 MONTHS OF THE DATE OF THIS COMMITMENT:

NONE
- o NOTE 2:
MATTERS DEPENDENT UPON OUR INSPECTION HAVE BEEN CLEARED TO PROVIDE AN EXTENDED COVERAGE LENDER'S POLICY. GENERAL EXCEPTIONS A THROUGH H, INCLUSIVE, ARE HEREBY DELETED.
- NOTE 3:
THE OWNER'S POLICY TO BE ISSUED WILL CONTAIN THE ADDITIONAL PROTECTION ENDORSEMENT FOR HOME OWNERS PROVIDED THERE IS LOCATED ON THE LAND A ONE TO FOUR FAMILY RESIDENTIAL STRUCTURE IN WHICH THE PROPOSED INSURED RESIDES OR INTENDS TO RESIDE.
- NOTE 4:
COUNTY RECORDS INDICATE THAT THE ADDRESS OF THE IMPROVEMENT LOCATED ON SAID LAND IS:

CHICAGO TITLE INSURANCE COMPANY
A.L.T.A. COMMITMENT
SCHEDULE B
(Continued)

Order No.: 1172584
Your No.: BELTRAN

SPECIAL EXCEPTIONS

WASHINGTON

NOTE 5:
THE LOAN POLICY TO BE ISSUED WILL CONTAIN THE ALTA 8.1 ENDORSEMENT.

NOTE 6:
EFFECTIVE JANUARY 1, 1997, DOCUMENT FORMAT AND CONTENT REQUIREMENTS
HAVE BEEN IMPOSED BY WASHINGTON LAW. FAILURE TO COMPLY WITH THE
FOLLOWING REQUIREMENTS MAY RESULT IN REJECTION OF THE DOCUMENT BY THE
COUNTY RECORDER OR IMPOSITION OF A \$50.00 SURCHARGE.

FOR DETAILS OF THESE STATEWIDE REQUIREMENTS PLEASE VISIT THE KING
COUNTY RECORDER'S OFFICE WEBSITE AT WWW.METROKC.GOV/RECELEC/RECORDS
AND SELECT ONLINE FORMS AND DOCUMENT STANDARDS.

THE FOLLOWING MAY BE USED AS AN ABBREVIATED LEGAL DESCRIPTION ON THE
DOCUMENTS TO BE RECORDED TO COMPLY WITH THE REQUIREMENTS OF RCW 65.04.
SAID ABBREVIATED LEGAL DESCRIPTION IS NOT A SUBSTITUTE FOR A COMPLETE
LEGAL DESCRIPTION WHICH MUST ALSO APPEAR IN THE BODY OF THE DOCUMENT:

LOT 1, KING COUNTY SHORT PLAT NUMBER 881050, RECORDING NUMBER
8201220536.

END OF SCHEDULE B

TO EXPEDITE THE COMPLETION OF YOUR CLOSING, PLEASE FORWARD YOUR
CLOSING ORDER AND RECORDING DOCUMENTS TO:

CHICAGO TITLE INSURANCE COMPANY - CENTRAL RECORDING
701 FIFTH AVENUE, 33RD FLOOR
SEATTLE, WASHINGTON 98104

THANK YOU,
UNIT 11 - SOUTHEND TITLE UNIT



CHICAGO TITLE INSURANCE COMPANY

701 FIFTH AVENUE, #3400, SEATTLE, WA 98104

PHONE: (206)628-5623
FAX: (206)628-5657

ORDER NO: 001172584
YOUR NO: BELTRAN
UNIT NO: 10
LOAN NO:

SUPPLEMENTAL COMMITMENT

ORDER REFERENCE INFORMATION

SUPPLEMENTAL NUMBER: 1
SELLER: RICARDO BELTRAN, AND ESTATE OF ROSINA C. BELTRAN
PURCHASER/BORROWER: SEATTLE REDEVELOPMENT L.L.C.
PROPERTY ADDRESS: WASHINGTON

Our Title Commitment dated 08/31/05 at 8:00 A.M. is supplemented as follows:

PARAGRAPH NUMBER(S) 7 OF OUR COMMITMENT IS (ARE) ELIMINATED.

THE PROPOSED INSURED ON THE FORTHCOMING OWNER'S POLICY TO ISSUE HAS BEEN AMENDED/ADDED AS FOLLOWS:

SEATTLE REDEVELOPMENT L.L.C., A WASHINGTON LIMITED LIABILITY COMPANY

THE VESTING IN PARAGRAPH THREE OF SCHEDULE A OF OUR COMMITMENT IS AMENDED AS FOLLOWS:

RECARDO BELTRAN AND THE HEIRS AND DEVISEES OF ROSINA BELTRAN, DECEASED

THE FOLLOWING PARAGRAPH(S) HAS (HAVE) BEEN ADDED TO OUR COMMITMENT:

PARAGRAPH NUMBER 13:

1. GENERAL AND SPECIAL TAXES AND CHARGES, PAYABLE FEBRUARY 15, DELINQUENT IF FIRST HALF UNPAID ON MAY 1, SECOND HALF DELINQUENT IF UNPAID ON NOVEMBER 1 OF THE TAX YEAR (AMOUNTS DO NOT INCLUDE INTEREST AND PENALTIES):

YEAR: 2006
TAX ACCOUNT NUMBER: 152305-9048-06
LEVY CODE: 4342
ASSESSED VALUE-LAND: \$ 140,000.00
ASSESSED VALUE-IMPROVEMENTS: \$ 0.00

SEE NEXT PAGE

CHICAGO TITLE INSURANCE COMPANY

Order No.: 1172584
Your No.: BELTRAN
Unit No.: 10

SUPPLEMENTAL COMMITMENT
(Continued)

GENERAL & SPECIAL TAXES: BILLED: \$ 1,805.20
 PAID: \$ 0.00
 UNPAID: \$ 1,805.20

AC THE FOLLOWING IS ADDED TO PARAGRAPH NUMBER(S) 10:

AD ACCORDING TO THE LLC AGREEMENT FOR SEATTLE REDEVELOPMENT L.L.C., DATED
 JUNE 20, 1997, JAY R. MEZISTRANO AND MARC L. ROUSSO, ARE AUTHORIZED TO
 SIGN THE FORTHCOMING DOCUMENTS ON BEHALF OF THE LLC.

Z THERE HAS BEEN NO CHANGE IN THIS COMMITMENT SINCE AUGUST 31, 2005, EXCEPT
 THE MATTERS NOTED HEREINABOVE.

AA FEBRUARY 21, 2006 AUTHORIZED BY: MIKE HARRIS

AB NOTE: THE FOLLOWING PARTIES HAVE BEEN SENT A COPY OF THIS SUPPLEMENTAL
 COMMITMENT:

CTI/RENA SAUNIER

3/1

GORDON, THOMAS, HONEYWELL, PETERSON ETC
JEMIMA J. MCCULLUM 2/1



CHICAGO TITLE INSURANCE COMPANY

701 FIFTH AVENUE, #3400, SEATTLE, WA 98104

PHONE: (206)628-5623
FAX: (206)628-5657

ORDER NO: 001172584
YOUR NO: BELTRAN
UNIT NO: 10
LOAN NO:

SUPPLEMENTAL COMMITMENT

ORDER REFERENCE INFORMATION

SUPPLEMENTAL NUMBER: 1
SELLER: RICARDO BELTRAN, AND ESTATE OF ROSINA C. BELTRAN
PURCHASER/BORROWER: SEATTLE REDEVELOPMENT L.L.C.
PROPERTY ADDRESS: WASHINGTON

Our Title Commitment dated 08/31/05 at 8:00 A.M. is supplemented as follows:

- r PARAGRAPH NUMBER(S) 7 OF OUR COMMITMENT IS (ARE) ELIMINATED.
- v THE PROPOSED INSURED ON THE FORTHCOMING OWNER'S POLICY TO ISSUE HAS BEEN AMENDED/ADDED AS FOLLOWS:

SEATTLE REDEVELOPMENT L.L.C., A WASHINGTON LIMITED LIABILITY COMPANY
- v THE VESTING IN PARAGRAPH THREE OF SCHEDULE A OF OUR COMMITMENT IS AMENDED AS FOLLOWS:

RECARDO BELTRAN AND THE HEIRS AND DEVISEES OF ROSINA BELTRAN, DECEASED
- # THE FOLLOWING PARAGRAPH(S) HAS (HAVE) BEEN ADDED TO OUR COMMITMENT:
- x PARAGRAPH NUMBER 13:
- r 1. GENERAL AND SPECIAL TAXES AND CHARGES, PAYABLE FEBRUARY 15, DELINQUENT IF FIRST HALF UNPAID ON MAY 1, SECOND HALF DELINQUENT IF UNPAID ON NOVEMBER 1 OF THE TAX YEAR (AMOUNTS DO NOT INCLUDE INTEREST AND PENALTIES):

YEAR: 2006
TAX ACCOUNT NUMBER: 152305-9048-06
LEVY CODE: 4342
ASSESSED VALUE-LAND: \$ 140,000.00
ASSESSED VALUE-IMPROVEMENTS: \$ 0.00

SEE NEXT PAGE

CHICAGO TITLE INSURANCE COMPANY

Order No.: 1172584
Your No.: BELTRAN
Unit No.: 10

SUPPLEMENTAL COMMITMENT
(Continued)

GENERAL & SPECIAL TAXES: BILLED: \$ 1,805.20
 PAID: \$ 0.00
 UNPAID: \$ 1,805.20

ac THE FOLLOWING IS ADDED TO PARAGRAPH NUMBER(S) 10:

ad ACCORDING TO THE LLC AGREEMENT FOR SEATTLE REDEVELOPMENT L.L.C., DATED
 JUNE 20, 1997, JAY R. MEZISTRANO AND MARC L. ROUSSO, ARE AUTHORIZED TO
 SIGN THE FORTHCOMING DOCUMENTS ON BEHALF OF THE LLC.

z THERE HAS BEEN NO CHANGE IN THIS COMMITMENT SINCE AUGUST 31, 2005, EXCEPT
 THE MATTERS NOTED HEREINABOVE.

aa

FEBRUARY 21, 2006 AUTHORIZED BY: MIKE HARRIS

ab NOTE: THE FOLLOWING PARTIES HAVE BEEN SENT A COPY OF THIS SUPPLEMENTAL
 COMMITMENT:

CTI/RENA SAUNIER

3/1

GORDON, THOMAS, HONEYWELL, PETERSON ETC

JEMIMA J. MCCULLUM

2/1

CHICAGO TITLE INSURANCE COMPANY

25668 104TH AVENUE SE, KENT, WA 98031

A.L.T.A. COMMITMENT SCHEDULE A

Order No.: 1172584

Customer Number: BELTRAN

Buyer(s): SEATTLE REDEVELOPMENT, L.L.C.

Title Unit: U-11

Phone: (253)520-7691

Fax: (253)856-9775

Officer: SOUTHEND TITLE UNIT

Commitment Effective Date: AUGUST 31, 2005 at 8:00 A.M.

1. Policy or Policies to be issued: PREMIUM APPLICABLE BETWEEN \$400,001.00 - \$420,000.00

ALTA Owner's Policy	Amount:	\$420,000.00
1992 STANDARD	Premium:	\$ 931.00
70% RESIDENTIAL RESALE RATE	Tax:	81.93

Proposed Insured:

Policy or Policies to be issued:

ALTA Loan Policy	Amount:	\$0.00
1992 EXTENDED	Premium:	
SIMULTANEOUS LOAN RATE	Tax:	

Proposed Insured:

Policy or Policies to be issued:

ALTA Loan Policy	Amount:	\$0.00
	Premium:	
	Tax:	

Proposed Insured:

2. The estate or interest in the land which is covered by this Commitment is:
FEE SIMPLE

3. Title to the estate or interest in the land is at the effective date hereof vested in:
RICARDO BELTRAN AND ROSINA BELTRAN, HUSBAND AND WIFE

4. The land referred to in this Commitment is described as follows:
SEE ATTACHED LEGAL DESCRIPTION EXHIBIT

CHICAGO TITLE INSURANCE COMPANY
A.L.T.A. COMMITMENT
SCHEDULE A
(Continued)

Order No.: 1172584
Your No.: BELTRAN

LEGAL DESCRIPTION EXHIBIT
(Paragraph 4 of Schedule A continuation)

LOT 1, KING COUNTY SHORT PLAT NUMBER 881050, RECORDED UNDER RECORDING NUMBER
8201220536, IN KING COUNTY, WASHINGTON.

CHICAGO TITLE INSURANCE COMPANY

A.L.T.A. COMMITMENT
SCHEDULE B

Order No.: 1172584
Your No.: BELTRAN

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

GENERAL EXCEPTIONS

- A. Rights or claims of parties in possession not shown by the public records.
- B. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
- C. Easements, or claims of easements, not shown by the public records.
- D. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the public records.
- E. Taxes or special assessments which are not shown as existing liens by the public records.
- F. Any service, installation, connection, maintenance, tap, capacity or construction charges for sewer, water, electricity, other utilities, or garbage collection and disposal.
- G. Reservations or exceptions in patents or in Acts authorizing the issuance thereof;
Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- H. Water rights, claims, or title to water.
- I. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records, or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

SPECIAL EXCEPTIONS FOLLOW

CHICAGO TITLE INSURANCE COMPANY
A.L.T.A. COMMITMENT
SCHEDULE B
(Continued)

Order No.: 001172584
Your No.: BELTRAN

SPECIAL EXCEPTIONS

a 1. UNDERGROUND UTILITY EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: PUGET SOUND POWER & LIGHT COMPANY,
A WASHINGTON CORPORATION
PURPOSE: AN UNDERGROUND ELECTRIC
TRANSMISSION AND/OR DISTRIBUTION
SYSTEM
AREA AFFECTED: SOUTH 10 FEET
RECORDED: FEBRUARY 3, 1982
RECORDING NUMBER: 8202030639

CONTAINS COVENANT PROHIBITING STRUCTURES OVER SAID EASEMENT OR OTHER
ACTIVITIES WHICH MIGHT ENDANGER THE UNDERGROUND SYSTEM.

b 2. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: PACIFIC NORTHWEST BELL TELEPHONE
COMPANY, A WASHINGTON CORPORATION
PURPOSE: UNDERGROUND COMMUNICATION LINES
AREA AFFECTED: SOUTH 10 FEET
RECORDED: MARCH 29, 1982
RECORDING NUMBER: 8203290514

c 3. EXCEPTIONS AND RESERVATIONS CONTAINED IN DEED:

FROM: ESTHER A. SCHEID
RECORDED: FEBRUARY 2, 1943
RECORDING NUMBER: 3289983

AS FOLLOWS: EXCEPTING ALL COAL AND MINERALS

d 4. COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, NOTES, DEDICATIONS
AND SETBACKS, IF ANY, SET FORTH IN OR DELINEATED ON SAID SHORT PLAT.

e 5. COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN INSTRUMENT, BUT
OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE,
COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL
STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF

CHICAGO TITLE INSURANCE COMPANY
A.L.T.A. COMMITMENT
SCHEDULE B
(Continued)

Order No.: 1172584
Your No.: BELTRAN

SPECIAL EXCEPTIONS

INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW:

RECORDED: AUGUST 27, 1985
RECORDING NUMBER: 8508270627

6. PAYMENT OF THE REAL ESTATE EXCISE TAX, IF REQUIRED.

THE PROPERTY DESCRIBED HEREIN IS SITUATED WITHIN THE BOUNDARIES OF LOCAL TAXING AUTHORITY OF UNINCORPORATED KING COUNTY. PRESENT RATE IS 1.78%.

ANY CONVEYANCE DOCUMENT MUST BE ACCOMPANIED BY THE OFFICIAL WASHINGTON STATE EXCISE TAX AFFIDAVIT. THE APPLICABLE EXCISE TAX MUST BE PAID AND THE AFFIDAVIT APPROVED AT THE TIME OF THE RECORDING OF THE CONVEYANCE DOCUMENTS.

a 7. GENERAL AND SPECIAL TAXES AND CHARGES, PAYABLE FEBRUARY 15, DELINQUENT IF FIRST HALF UNPAID ON MAY 1, SECOND HALF DELINQUENT IF UNPAID ON NOVEMBER 1 OF THE TAX YEAR (AMOUNTS DO NOT INCLUDE INTEREST AND PENALTIES):

YEAR: 2005
TAX ACCOUNT NUMBER: 152305-9048-06
LEVY CODE: 4342
ASSESSED VALUE-LAND: \$ 140,000.00
ASSESSED VALUE-IMPROVEMENTS: \$ 0.00

GENERAL & SPECIAL TAXES: BILLED: \$ 1,757.14
PAID: \$ 878.57
UNPAID: \$ 878.57

8. IT IS OUR UNDERSTANDING THAT ROSINA BELTRAN IS NOW DECEASED, BUT WE FIND NO RECORD OF THE PROBATE OF THE ESTATE HAVING BEEN HAD IN THE SUPERIOR COURT FOR KING COUNTY. THE COMPANY THEREFORE DOES NOT INSURE AGAINST THE RIGHTS OF HEIRS, CREDITORS, OR THE LIABILITY FOR INHERITANCE TAX, IF ANY, OR ANY OTHER MATTERS THAT A PROBATE OF THE

CHICAGO TITLE INSURANCE COMPANY
A.L.T.A. COMMITMENT
SCHEDULE B
(Continued)

Order No.: 1172584
Your No.: BELTRAN

SPECIAL EXCEPTIONS

ESTATE MIGHT DISCLOSE.

- i 9. TITLE IS TO VEST IN SEATTLE REDEVELOPMENT, L.L.C., AND WILL THEN BE SUBJECT TO THE FOLLOWING MATTERS SHOWN AT PARAGRAPH(S) 10 AND 11.
- j 10. TERMS AND CONDITIONS OF THE LIMITED LIABILITY COMPANY AGREEMENT FOR SEATTLE REDEVELOPMENT L.L.C..
- k NOTE: A COPY OF THE LIMITED LIABILITY COMPANY AGREEMENT, AND AMENDMENTS THERETO, IF ANY, MUST BE SUBMITTED.
- l 11. ANY CONVEYANCE OR MORTGAGE BY SEATTLE REDEVELOPMENT L.L.C., MUST BE EXECUTED IN ACCORDANCE WITH THE LIMITED LIABILITY COMPANY AGREEMENT AND BY ALL THE MEMBERS, OR EVIDENCE MUST BE SUBMITTED THAT CERTAIN DESIGNATED MANAGERS/MEMBERS HAVE BEEN AUTHORIZED TO ACT FOR THE LIMITED LIABILITY COMPANY.
- m 12. THE LEGAL DESCRIPTION IN THIS COMMITMENT IS BASED ON INFORMATION PROVIDED WITH THE APPLICATION AND THE PUBLIC RECORDS AS DEFINED IN THE POLICY TO ISSUE. THE PARTIES TO THE FORTHCOMING TRANSACTION MUST NOTIFY THE TITLE INSURANCE COMPANY PRIOR TO CLOSING IF THE DESCRIPTION DOES NOT CONFORM TO THEIR EXPECTATIONS.
- n NOTE 1:
THE FOLLOWING DEED(S) AFFECTING SAID LAND WAS (WERE) RECORDED WITHIN 24 MONTHS OF THE DATE OF THIS COMMITMENT:

NONE
- o NOTE 2:
MATTERS DEPENDENT UPON OUR INSPECTION HAVE BEEN CLEARED TO PROVIDE AN EXTENDED COVERAGE LENDER'S POLICY. GENERAL EXCEPTIONS A THROUGH H, INCLUSIVE, ARE HEREBY DELETED.

NOTE 3:
THE OWNER'S POLICY TO BE ISSUED WILL CONTAIN THE ADDITIONAL PROTECTION ENDORSEMENT FOR HOME OWNERS PROVIDED THERE IS LOCATED ON THE LAND A ONE TO FOUR FAMILY RESIDENTIAL STRUCTURE IN WHICH THE PROPOSED INSURED RESIDES OR INTENDS TO RESIDE.

NOTE 4:
COUNTY RECORDS INDICATE THAT THE ADDRESS OF THE IMPROVEMENT LOCATED ON

CHICAGO TITLE INSURANCE COMPANY
A.L.T.A. COMMITMENT
SCHEDULE B
(Continued)

Order No.: 1172584
Your No.: BELTRAN

SPECIAL EXCEPTIONS

SAID LAND IS:

WASHINGTON

NOTE 5:

THE LOAN POLICY TO BE ISSUED WILL CONTAIN THE ALTA 8.1 ENDORSEMENT.

NOTE 6:

EFFECTIVE JANUARY 1, 1997, DOCUMENT FORMAT AND CONTENT REQUIREMENTS HAVE BEEN IMPOSED BY WASHINGTON LAW. FAILURE TO COMPLY WITH THE FOLLOWING REQUIREMENTS MAY RESULT IN REJECTION OF THE DOCUMENT BY THE COUNTY RECORDER OR IMPOSITION OF A \$50.00 SURCHARGE.

FOR DETAILS OF THESE STATEWIDE REQUIREMENTS PLEASE VISIT THE KING COUNTY RECORDER'S OFFICE WEBSITE AT WWW.METROK.COV/RECELEC/RECORDS AND SELECT **ONLINE FORMS AND DOCUMENT STANDARDS**.

THE FOLLOWING MAY BE USED AS AN ABBREVIATED LEGAL DESCRIPTION ON THE DOCUMENTS TO BE RECORDED TO COMPLY WITH THE REQUIREMENTS OF RCW 65.04. SAID ABBREVIATED LEGAL DESCRIPTION IS NOT A SUBSTITUTE FOR A COMPLETE LEGAL DESCRIPTION WHICH MUST ALSO APPEAR IN THE BODY OF THE DOCUMENT:

LOT 1, KING COUNTY SHORT PLAT NUMBER 881050, RECORDING NUMBER 8201220536.

END OF SCHEDULE B

TO EXPEDITE THE COMPLETION OF YOUR CLOSING, PLEASE FORWARD YOUR CLOSING ORDER AND RECORDING DOCUMENTS TO:

CHICAGO TITLE INSURANCE COMPANY - CENTRAL RECORDING
701 FIFTH AVENUE, 33RD FLOOR
SEATTLE, WASHINGTON 98104

THANK YOU,
UNIT 11 - SOUTHEAST TITLE UNIT

CHICAGO TITLE INSURANCE COMPANY
A.L.T.A. COMMITMENT
SCHEDULE B
(Continued)

Order No.: 1172584
Your No.: BELTRAN

SPECIAL EXCEPTIONS

* THE FOLLOWING PARTIES HAVE BEEN SENT A COPY OF THIS COMMITMENT:

CTI/RENA SAUNIER
555 SOUTH RENTON VILLAGE PLACE
SUITE 225
RENTON, WASHINGTON 98055

3/1

(425)277-8681

GORDON, THOMAS, HONEYWELL, PETERSON ETC
600 UNIVERSITY STE. 2100
SEATTLE, WASHINGTON 98101
JEMIMA J. MCCOLLUM 2/1
(206)676-7588

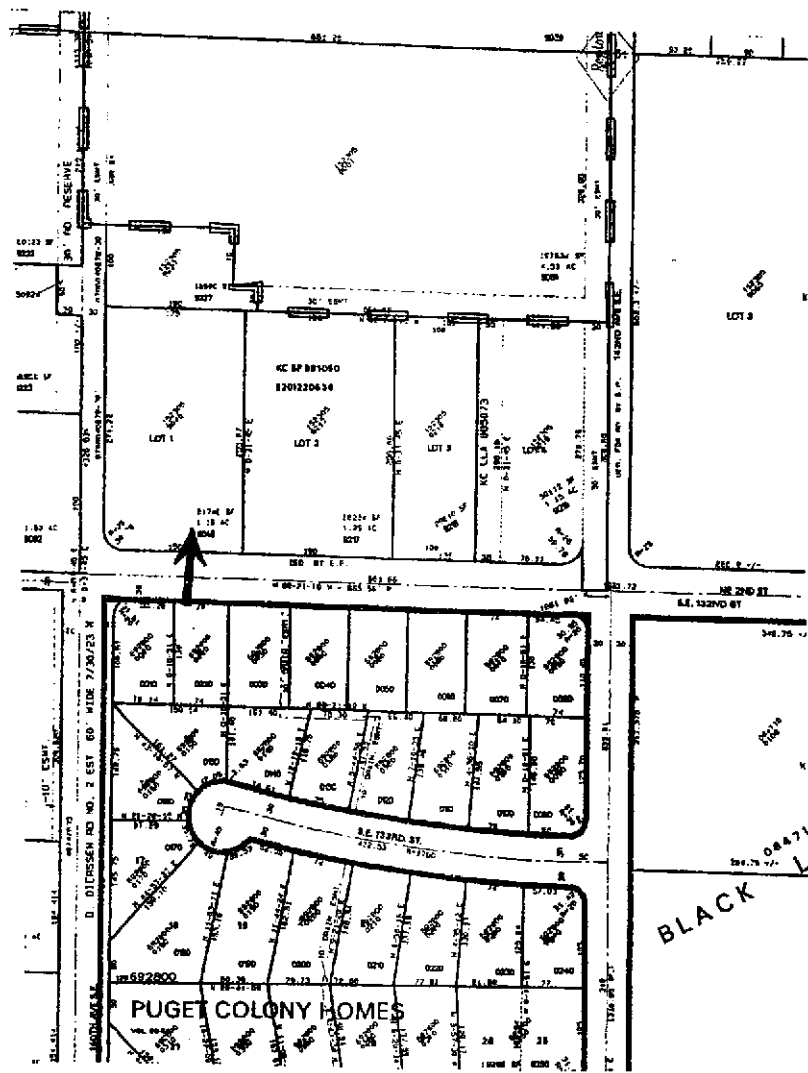


CHICAGO TITLE INSURANCE COMPANY

701 FIFTH AVENUE, #3400, SEATTLE, WA 98104

PHONE: (206)628-5600
FAX: (206)628-4725

IMPORTANT: This is not a Survey. It is furnished as a convenience to locate the land indicated hereon with reference to streets and other land. No liability is assumed by reason of reliance hereon.



EXCLUSIONS (Cont'd.)

4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

ALTA LOAN POLICY FORM (10-17-92)

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
 - (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material); or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim or priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**Magnussen Preliminary Plat Conditions of Development (Summary) LUA06-053
PP, ECF**

Project Condition	Source of Condition	When Compliance is Required	Party Responsible	Notes
Dedicate land to the appropriate development and widening of public right-of-way to serve the subject plat.	Hearing Examiner Decision		Applicant	
The edge of the stream buffers shall be permanently delineated with a split-rail fence and signage shall be installed. A fencing and signage detail shall be submitted.	Hearing Examiner Decision	The detail shall be submitted at the time of utility construction permit application. The fence and signage shall be installed prior to the recording of the final plat.	Applicant	
A NGPE shall be recorded over the 25-ft stream buffer located on Lots 48 & 49 and on Drainage Tract B.	Hearing Examiner Decision	Prior to or concurrent with the recording of the final plat.		
Submit a revised Tree Retention Plan, noting the species of the trees on the site. Only significant trees shall be included and 25% of them must be proposed for retention. The plan shall include information on what measures will be used to assure protection of the trees during construction. If any trees are proposed to be replaced, this must be justified.	Hearing Examiner Decision	At the time of utility construction permit application.	Applicant	
Submit a revised landscaping plan which shows a planting strip along Duvall Ave NE that is increased to the required 10' in width. It shall show the required 5' planting strip along all other street frontages. It shall show landscaping of the entirety of the detention tracts, not just the perimeters. It shall show two street-trees within the front-yard setbacks of all lots, including those without street frontage, and the species name and size shall be noted.	Hearing Examiner Decision	At the time of utility construction permit application.	Applicant	
The stormwater detention tracts shall be fenced with 6' wood fencing which shall be located behind the required 5' frontage landscape strip area. The location of the fence shall be shown on the revised landscaping plan. Details of the fence shall be submitted.	Hearing Examiner Decision	The fence details shall be submitted for review and the fence shall be installed prior to the recording of the plat.	Applicant	

**Magnussen Preliminary Plat Conditions of Development (Summary) LUA06-053
PP, ECF**

Demolition permits shall be obtained and all inspections completed on the demolition of the existing residences and detached accessory structures.	Hearing Examiner Decision	Prior to final plat approval.	Applicant	
A HOA or maintenance agreement shall be established for the development, to ensure that responsibility is taken for maintenance of common improvements and tracts within the plat. A draft shall be submitted for review by the City Attorney and project manager.	Hearing Examiner Decision	The draft shall be submitted at the time of application for utility construction permits. The document shall be established prior to final plat approval.	Applicant	
"No Parking" signage shall posted along the 26-ft wide private access easement.	Hearing Examiner Decision	Prior to final plat approval.	Applicant	
Comply with the recommendations of the Geotechnical Report prepared by Earth Solutions NW, LLC, dated April 13, 2006 under "Site Preparation and Earthwork", "Detention Pond Recommendations" and "Utility Trench Backfill".	ERC Mitigation Measure		Applicant	
Provide a Temporary Erosion and Sedimentation Control Plan designed pursuant to the DOE's Erosion and Sediment Control Requirements, as outlined in Vol. II of the Stormwater Management Manual.	ERC Mitigation Measure	Prior to issuance of construction permits.	Applicant	
Comply with the 2005 King County Surface Water Design Manual to meet both detention and water quality improvements.	ERC Mitigation Measure		Applicant	
Comply with the recommendation contained in the Drainage Report by Jim Jaeger, PE, revised on Aug. 2, 2006, with regards to the re-routing of the natural discharge location of Pond B to the existing 36-inch pipe.	ERC Mitigation Measure		Applicant	
Pay the Fire Mitigation Fee of \$488 per new single-family lot.	ERC Mitigation Measure	Prior to recording of the plat	Applicant	

**Magnussen Preliminary Plat Conditions of Development (Summary) LUA06-053
PP, ECF**

Pay the Traffic Mitigation Fee of \$42 per each new average daily trip attributed to the project.	ERC Mitigation Measure	Prior to recording of the plat	Applicant	
Pay the Parks Mitigation Fee of \$530.76 per new single-family lot.	ERC Mitigation Measure	Prior to recording of the plat	Applicant	
Remove the sight-obscuring tree branches, noted in the Traffic Impact Analysis by Gibson Traffic Consultants, at the intersection of NE 2 nd St and Jericho Ave NE.	ERC Mitigation Measure	Proof of this shall be shown at the time of street construction permit submittal.	Applicant	
The existing water well shall be decommissioned according to applicable King County and/or Washington State regulations	ERC Mitigation Measure	Prior to final plat approval.	Applicant	