



CHICAGO TITLE

COMPANY OF WASHINGTON

**SUPPLEMENT NO. 3 OF SECOND
COMMITMENT**

Title Officer: Commercial / Unit 6
Esc. Officer: Lorrie Thompson
Escrow No.:
Property: APN/Parcel ID: 252605-9023-00
Buyer(s): The Quadrant Corporation, a Washington corporation
Seller(s): Linda E. Hussey and Leon R. Hussey, III, wife and husband
Order No.: 0006607-06

The above numbered report with an Effective Date of May 13, 2015 including any supplements or amendments thereto, is hereby modified and/or supplemented in order to reflect the following:

The effective date is amended as follows:

The Effective Date of February 14, 2014 is hereby amended to be: May 13, 2015 at 08:00 AM

The following items/notes have been changed on your report:

ITEMS:

13. 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:	2015
Tax Account No.:	252605-9023-00
Levy Code:	2025
Assessed Value-Land:	\$1,496,000.00
Assessed Value-Improvements:	\$2,000.00

General and Special Taxes:	Billed:	\$14,979.81
	Paid:	\$7,489.91
	Unpaid:	\$7,489.90

SUPPLEMENTAL

(continued)

For title inquiries, please contact the issuing office:

Chicago Title Company of Washington
701 5th Avenue, Suite 2300
Seattle, WA 98104

Phone: (206)628-5610
Fax: (206)628-9717
Email: CTISEATitleUnit6@ctt.com

Supplemental Date: May 19, 2015

Countersigned By:



Authorized Officer or Agent



CHICAGO TITLE

COMPANY OF WASHINGTON

SUPPLEMENT NO. 2 OF SECOND COMMITMENT

Title Officer: Commercial / Unit 6
Esc. Officer: Lorrie Thompson
Escrow No.:
Property: APN/Parcel ID: 252605-9023-00
Buyer(s): The Quadrant Corporation, a Washington corporation
Seller(s): Linda E. Hussey and Leon R. Hussey, III, wife and husband
Order No.: 0006607-06

The above numbered report with an Effective Date of November 20, 2014 including any supplements or amendments thereto, is hereby modified and/or supplemented in order to reflect the following:

The effective date is amended as follows:

The Effective Date of February 14, 2014 is hereby amended to be: November 20, 2014 at 08:00AM

The following items/notes have been changed on your report:

ITEMS:

13. 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:	2014
Tax Account No.:	252605-9023-00
Levy Code:	2025
Assessed Value-Land:	\$1,605,000.00
Assessed Value-Improvements:	\$0.00
General and Special Taxes:	Billed: \$17,515.06
	Paid: \$17,515.06
	Unpaid: \$ 0.00

For title inquiries, please contact the issuing office:

Chicago Title Company of Washington
 701 5th Avenue, Suite 2300
 Seattle, WA 98104

Phone: (206)628-5610
 Fax: (206)628-9717
 Email: CTISEATitleUnit6@ctt.com

Supplemental Date: November 25, 2014

Countersigned By:

Authorized Officer or Agent



CHICAGO TITLE

COMPANY OF WASHINGTON

SUPPLEMENT NO. 1 OF SECOND COMMITMENT

Tina Lieu
Fikso Kretschmer Smith Dixon PS
2025 First Avenue, Suite 1130
Seattle, WA 98121

Title Officer: Commercial / Unit 6
Esc. Officer: Lorrie Thompson
Escrow No.:
Property: APN/Parcel ID: 252605-9023-00
Buyer(s): The Quadrant Corporation, a Washington corporation
Seller(s): Linda E. Hussey and Leon R. Hussey, III, wife and husband
Order No.: 0006607-06

The above numbered report with an Effective Date of February 14, 2014 including any supplements or amendments thereto, is hereby modified and/or supplemented in order to reflect the following:

The coverage amount(s) is/are as follows:

a. ALTA Owner's Policy 2006			
Policy Amount:	\$4,300,000.00		
Premium:		\$	8,594.00
Tax:		\$	816.43
Rate:	Extended, Combination rate		
Total:		\$	9,410.43

The following items/notes have been changed on your report:

ITEMS:

13. 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:	2014
Tax Account No.:	252605-9023-00
Levy Code:	2025
Assessed Value-Land:	\$1,605,000.00
Assessed Value-Improvements:	\$0.00

General and Special Taxes:	Billed:	\$17,515.06
	Paid:	\$ 8,757.53
	Unpaid:	\$ 8,757.53

SUPPLEMENTAL

(continued)

NOTE: The premium for the Extended Coverage Owner's Policy is itemized as follows:

Standard Coverage:	\$6,366.00
Sales tax:	\$604.77
Extended coverage surcharge:	\$2,228.00
Sales tax on surcharge:	\$211.66

TOTAL PREMIUM, INCLUDING TAX: \$9,410.43

Your invoice to follow, will include

Inspection charge:	\$230.00
Sales tax:	\$21.85

TOTAL CHARGES, INCLUDING TAX: \$9,662.28

There has been no change in this commitment since February 14, 2014, except as shown herein.

The effective date of this commitment is hereby amended to June 25, 2014.

The following items/notes have been intentionally deleted from your report:

ITEMS: 5., 7. and 8.

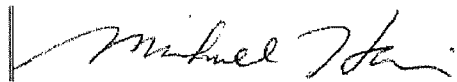
For title inquiries, please contact the issuing office:

Chicago Title Company of Washington
701 5th Avenue, Suite 2300
Seattle, WA 98104

Phone: (206)628-5610
Fax: (206)628-9717
Email: CTISEATitleUnit6@ctt.com

Supplemental Date: July 3, 2014

Countersigned By:



Authorized Officer or Agent

ALTA COMMITMENT FOR TITLE INSURANCE

Issued By:



CHICAGO TITLE

COMPANY OF WASHINGTON

Commitment Number:

**0006607-06
Revision Second
Commitment**

CHICAGO TITLE INSURANCE COMPANY, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Chicago Title Insurance Company

By:

President

Attest:

Secretary

Countersigned By:

Authorized Officer or Agent



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CHICAGO TITLE COMPANY OF WASHINGTON

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Title Officer: Commercial / Unit 6 Chicago Title Company of Washington 701 5th Avenue, Suite 2300 Seattle, WA 98104 Main Phone: (206)628-5610 Email: CTISeaTitleUnit6@ctt.com	Escrow Officer: Lorrie Thompson Chicago Title 3002 Colby Avenue, Suite 200 Everett, WA 98201 Phone: (425)745-2206 Main Phone: (425)258-3683 Email: lorrie.thompson@ctt.com

SCHEDULE A

ORDER NO. 0006607-06

1. Effective Date: February 14, 2014 at 08:00AM
2. Policy or (Policies) to be issued:
 - a. ALTA Owner's Policy 2006

Proposed Insured:	The Quadrant Corporation, a Washington corporation		
Policy Amount:	\$4,400,000.00		
Premium:	\$	8,758.00	
Tax:	\$	832.01	
Rate:	Extended, Combination rate		
Total:	\$	9,590.01	
3. The estate or interest in the land described or referred to in this Commitment is:

Fee Simple
4. Title to the estate or interest in the land is at the Effective Date vested in:

Linda Hussey, who also appears of record as Linda E. Hussey, and Leon R. Hussey, who also appears of record as L. R. Hussey III, wife and husband
5. The land referred to in this Commitment is described as follows:

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

END OF SCHEDULE A

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EXHIBIT "A"
Legal Description

Lot 4, King County Short Plat Number 478183, recorded under recording number 7904160748, said Short Plat being a subdivision of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter of Section 25 Township 26 North, Range 5 East, Willamette Meridian, in King County, Washington;

Except South 25 feet of the West 209.30 feet of Lot 4, as conveyed to City of Redmond for right of way by Deed of Dedication recorded under recording number 20040812002459.

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SCHEDULE B

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, or claiming possession, not shown by the Public Records.
- B. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
- C. Easements, prescriptive rights, rights-of-way, liens or encumbrances, or claims thereof, 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 yet payable or which are not shown as existing liens by the Public Records.
- F. Any lien for service, installation, connection, maintenance, tap, capacity, or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records.
- G. Unpatented mining claims, and all rights relating thereto.
- H. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.
- I. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- J. Water rights, claims or title to water.
- K. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the effective date 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.

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SCHEDULE B
(continued)

SPECIAL EXCEPTIONS

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

Recording No: 7904160748

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

Purpose: Ingress, egress and utilities
 Recording Date: July 22, 1970
 Recording No.: 6674314
 Affects: The West 30 feet

Said Real Estate Contract noted above that established this easement was re-recorded under recording number 6677741, and fulfilled by Statutory Warranty Deed recorded under recording no. 7609100587.

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

Granted to: Puget Sound Power & Light Company
 Purpose: Electric transmission and/or distribution system with necessary appurtenances
 Recording Date: December 22, 1978
 Recording No.: 7812220658
 Affects: The North 10 feet of the West 10 feet

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

Purpose: Drainfield
 Recording Date: January 7, 1980
 Recording No.: 8001070468
 Affects: A Southeasterly portion of Said Premises as described in said instrument

Said easement has been modified by instrument recorded under recording no. 8003240530.

Said easement has been modified by instrument recorded under recording no. 8309300728.

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

Purpose: Temporary construction, with terms for grant of permanent slope easement
 Recording Date: August 20, 2003
 Recording No.: 20030820002850
 Affects: A Southerly portion of Said Premises as described in said instrument

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CHICAGO TITLE COMPANY OF WASHINGTON**SCHEDULE B**

(continued)

6. 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 7707200810.
7. Agreement and the terms and conditions thereof:
- Executed by: Commissioners of Woodinville Water District
 Recording Date: June 17, 1993
 Recording No.: 9306171880
 Regarding: Application and agreement to construct extension to district system
8. Agreement and the terms and conditions thereof:
- Executed by: Woodinville Water District; City of Redmond
 Recording Date: August 20, 1993
 Recording No.: 9308200468
 Regarding: Water Service
9. Reimbursement Agreement and the terms and conditions thereof:
- Executed by: John F. Buchanan Construction; City of Redmond
 Recording Date: August 29, 2002
 Recording No.: 20020829000113
10. Terms and conditions of notice of charges by water, sewer, and/or storm and surface water utilities, recorded under recording number 9408091502.
11. Right to make necessary slopes for cuts or fills upon property herein described as granted or reserved in deed
- In favor of: City of Redmond
 Recording Date: August 12, 2004
 Recording number: 20040812002459

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SCHEDULE B
(continued)

12. Payment of the real estate excise tax, if required.

The Land is situated within the boundaries of the local taxing authority.

Present rate of real estate excise tax as of the date herein 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.

(Note: A Deed exempt from excise tax is still subject to the \$5.00 Technology Fee and an additional \$5.00 affidavit processing fee).

13. 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:	2014
Tax Account No.:	252605-9023-00
Levy Code:	2025
Assessed Value-Land:	\$1,605,000.00
Assessed Value-Improvements:	\$0.00

General and Special Taxes:	Billed:	\$17,515.06
	Paid:	\$ 0.00
	Unpaid:	\$17,515.06

14. Please be advised that our search did not disclose any open mortgages or deeds of trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
15. To provide an extended coverage owner's policy, general exceptions A through D may be eliminated or limited after an inspection of the Land and/or review of the survey, if required, is completed. General exceptions E through J will remain in the owner's policy to be issued.

If the anticipated closing date is less than 4 weeks from the date of this commitment, please contact your title officer immediately.

16. **Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the seller/borrower must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.**

END OF EXCEPTIONS

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SCHEDULE B

(continued)

NOTES

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

Note A: Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

Note B: NOTE: The premium for the Extended Coverage Owner's Policy is itemized as follows:

Standard Coverage:	\$6,487.00
Sales tax:	\$616.27
Extended coverage surcharge:	\$2,271.00
Sales tax on surcharge:	\$215.75

TOTAL PREMIUM, INCLUDING TAX: \$9,590.01

Your invoice to follow, will include

Inspection charge:	\$230.00
Sales tax:	\$21.85

TOTAL CHARGES, INCLUDING TAX: \$9,841.86

Note C: In the event the owner's policy is changed from extended to standard coverage a charge of \$230, plus \$21.85 sales tax, will be added to cover the costs relating to the extended coverage inspection.

Note D: Note: Any map furnished with this Commitment is for convenience in locating the land indicated herein with reference to streets and other land. No liability is assumed by reason of reliance thereon.

Note E: Note: FOR INFORMATIONAL PURPOSES ONLY:

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

Ptn Lot 4 KC Short Plat #478183, rec. 7904160748.

Tax Account No.: 252605-9023-00

END OF NOTES**END OF SCHEDULE B**

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CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org>.*

END OF CONDITIONS

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RECORDING REQUIREMENTS

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 (Lot, Block, Plat Name or Section, Township, Range and Quarter, Quarter Section for unplatted). Said abbreviated legal description is not a substitute for a complete legal description which must also appear in the body of the document.

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.



PRIVACY STATEMENT

Effective Date: May 1, 2008

Order No.: 0006607-06-

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

PERSONAL INFORMATION COLLECTED

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

DISCLOSURE OF PERSONAL INFORMATION

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

PRIVACY STATEMENT

Effective Date: May 1, 2008
(continued)

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Disclosure to Affiliated Companies:

We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties:

We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

CONFIDENTIALITY AND SECURITY OF PERSONAL INFORMATION

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

ACCESS TO PERSONAL INFORMATION / REQUESTS FOR CORRECTION, AMENDMENT, OR DELETION OF PERSONAL INFORMATION

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

CHANGES TO THIS PRIVACY STATEMENT

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.



CHICAGO TITLE

COMPANY OF WASHINGTON

701 5th Avenue, Suite 2300
Seattle, WA 98104
Phone: (206)628-5610 / Fax: (206)628-9717

Order No.: 0006607-06
Property: APN/Parcel ID: 252605-9023-00

SELLER(S)	
Linda E. Hussey and Leon R. Hussey, III, wife and husband	
BUYER/BORROWER(S)	
The Quadrant Corporation, a Washington corporation	
LISTING AGENT	
Navigation Real Estate, LLC 720 3rd Ave, Suite 1605 Seattle, WA 98104 Phone: (206)909-8777 Fax: (206)903-1837	Main Contact: Christopher Foster Phone: (206)442-9500 Cell: (425)218-1932 Fax: (206)903-1837 Email: navigationre@gmail.com
ESCROW	
Chicago Title 3002 Colby Avenue, Suite 200 Everett, WA 98201 Phone: (425)258-3683 Fax:	Main Contact: Lorrie Thompson Phone: (425)745-2206 Email: lorrie.thompson@ctt.com Contact: Katherine Brazel Phone: (425) 259-8225 Email: katherine.brazel@ctt.com
ATTORNEY	
Fikso Kretschmer Smith Dixon PS 2025 First Avenue, Suite 1130 Seattle, WA 98121 Phone: (206)448-1818 Fax:	Main Contact: Tina Lieu Phone: (206)448-1818 Email: tina@fksdo.com Contact: Stacy Clark Phone: (206)448-1818 Email: stacy@fksdo.com
ATTORNEY	
Julin & McBride 16088 NE 85th Street Redmond, WA 98073 Phone: (425)885-4066 Fax: (425)885-4442	Main Contact: Kate Julin Phone: (425)885-4066 Fax: (425)885-4442 Email: julin@julin-mcbridelaw.com

BUILDER	
Quadrant Corporation 14725 SE 36th St. Bellevue, WA 98009 Phone: (425)455-2900 Fax:	Main Contact: Jeff Miller Phone: (425)455-2900 Email: jeff.miller@quadranthomes.com

**Thank You for specifying Chicago Title Company of Washington
Your transaction is important to us.**



Filed for Record at Request of

AFTER RECORDING MAIL TO:
JACK M. DONLAN
6840 - 14TH NE
RED MOND WA
98052

THIS SPACE RESERVED FOR RECORDER'S USE
JUN 1 11 22 AM '77
RECORDED NC RECORDS

REVENUE STAMPS

JUN-1-77 00232 7100010366 - D W

Statutory Warranty Deed

FORM L58F

THE GRANTOR O. TED STRIZEK and TIMMIE D. STRIZEK , husband and wife
for and in consideration of Ten Dollars and other Considerations
in hand paid, conveys and warrants to L.R. HUSSEY III and LINDA HUSSEY, husband and wife
the following described real estate, situated in the County of King , State of Washington:

Legal Description Attached

partial
This deed is given in fulfillment of that certain real estate contract between the parties hereto, dated September 10, 1976, 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 9-23-76 , Rec. No. E372396

Dated this 18th day of May, 1977

SALES TAX PAID ON CONTRACT AFF. NO. E-372396
KING CO. RECORDS DIVISION

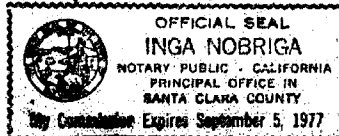
BY J. Trosky NOTARY

O Ted Strizek (SEAL)
Timmie D Strizek (SEAL)

California
STATE OF ~~WASHINGTON~~
County of Santa Clara } ss.

On this day personally appeared before me O. Ted Strizek and Timmie D. Strizek
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 18th day of May, 1977



Inga Nobriga
Notary Public in and for the State of California,
residing at 3151 Payne Ave., #9
San Jose, Ca. 95117

Vest

PARCEL A

That portion of the northeast quarter of the northeast quarter of the southeast quarter of Section 25, Township 26 North, Range 5 East, W.M., in King County, Washington, described as follows:

Beginning at the northwest corner of the northeast quarter of the northeast quarter of said southeast quarter; thence easterly along the north line of said southeast quarter, 160.00 feet; thence southerly parallel with the west line of the northeast quarter of the northeast quarter of said southeast quarter, 90.00 feet; thence westerly parallel with said north line, 160.00 feet to said west line; thence northerly along said west line, 90.00 feet to the point of beginning.

PARCEL B

That portion of the northeast quarter of the northeast quarter of the southeast quarter of Section 25, Township 26 North, Range 5 East, W.M., in King County, Washington, described as follows:

Beginning at the northwest corner of the northeast quarter of the northeast quarter of said southeast quarter; thence easterly along the north line of said southeast quarter, 160.00 feet to the true point of beginning; thence continuing easterly along said north line, 100.00 feet; thence southerly, parallel with the west line of the northeast quarter of the northeast quarter of said southeast quarter, 200.00 feet; thence westerly parallel with said north line, 100.00 feet; thence northerly parallel with said west line, 200.00 feet to the true point of beginning.

PARCEL C

That portion of the northeast quarter of the northeast quarter of the southeast quarter of Section 25, Township 26 North, Range 5 East, W.M., in King County, Washington, described as follows:

Beginning at the northwest corner of the northeast quarter of the northeast quarter of said southeast quarter; thence southerly along the west line of the northeast quarter of the northeast quarter of said southeast quarter, 90.00 feet to the true point of beginning; thence easterly, parallel with said north line, 160.00 feet; thence southerly, parallel with said west line, 110.00 feet; thence northwesterly, along a straight line, 194.16 feet, more or less, to the true point of beginning.

DVP/js

Portions of this document poor quality for filing

7706010866



Pioneer National Title Insurance Company
WASHINGTON TITLE DIVISION
Filed for Record at Request of

THIS SPACE RESERVED FOR RECORDER'S USE
1979 JAN 22 AM 8 30
RECORDED & INDEXED TO W.N. DEPUTY

REVENUE STAMP

7901220156

TO PEOPLES MORTGAGE COMPANY
4th & Battery Bldg. Suite 400
Seattle, WA 98121
ATTN. Hedy West

FILED FOR RECORD AT REQUEST OF
SAFECO TITLE INSURANCE COMPANY
2615 4th AVENUE, SEATTLE, WA 98121

397114 ET/LL

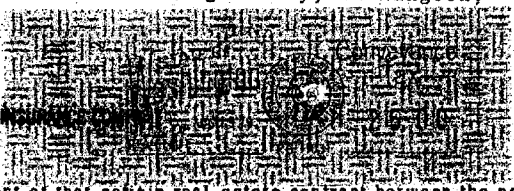
FORM L53F

2500

Statutory Warranty Deed

THE GRANTOR S O. TED STRIZEK and TIMMIE D. STRIZEK, husband and wife,
for and in consideration of Ten Dollars and other valuable consideration,
in hand paid, conveys and warrants to L. R. HUSSEY III and LINDA HUSSEY, husband and wife,
the following described real estate, situated in the County of King, State of
Washington:

The Northeast Quarter of the Northeast Quarter of the Southeast Quarter of
Section 25, Township 26 North, Range 5 East, W.M., in King County, Wash.;
TOGETHER WITH an easement for ingress, egress and utilities over the North
30 feet of the Northwest Quarter of the Northeast Quarter of the Southeast
Quarter of said Section 25.
SUBJECT TO: Easement as specified in instrument recorded under Auditor's
Receiving No. 6674314, records of King County, Washington;



SAFECO TITLE INSURANCE COMPANY

This deed is given in fulfillment of that certain real estate contract between the parties hereto,
dated September 10, 1976, 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 9/28/76, Rec. No. E-372396

Dated this 10th day of September, 1976

SALES TAX PAID ON CONTRACT AFF. NO. 372396
KING CO. RECORDS DIVISION

BY [Signature] DEPUTY
CALIFORNIA
STATE OF WASHINGTON,
County of [Signature]

[Signature] (SEAL)
O. Ted Strizek
[Signature] (SEAL)
Timmie D. Strizek

On this day personally appeared before me O. Ted Strizek and Timmie D. Strizek,
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.



17th day of January, 1979

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

APR-16-79 100263 7904160748 - E RF

9.00

S. 25 T. 26 R. 5

APR 16 2 11 PM

RECORDED KC REC

SHORT PLAT NO 478183
KING COUNTY, WASHINGTON

This space reserved for recorder's use

APPROVAL
Department of Planning and Community Development
Building and Land Development Division

Examined and approved this 11 day of
APRIL, 1979
Edward B. Lane
Manager, Building & Land Development Division

Department of Public Works
Examined and approved this 6th day of
April, 1979
Director

Department of Assessments
Examined and approved this 10 day of
APRIL, 1979
HARCEY H. HOPPE
Assessor
Deputy Assessor

Filed for record at the request of:
L. R. Hussey
Name

Recording Number

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

LEGAL DESCRIPTION

The Northeast 1/4 of the Northeast 1/4 of the Southeast 1/4 of Section 25, Township 26 North, Range 5 East, W.M.; TOGETHER WITH an easement for ingress, egress and utilities over the North 30 feet of the Northwest 1/4 of the Northeast 1/4 of the Southeast 1/4 of said Section 25;

Situate in the County of King, State of Washington.

Also subject to an easement for ingress and egress and utilities as recorded under Auditor's file #'s 6674314 and 7609100587. Also subject to covenants recorded under auditors file #'s 7707271064 and 7707200810.

Lot1:
The North 261 feet of the East 167 feet of the NE 1/4 of the NE 1/4 of the SE 1/4 of Section 25, Township 26 North, Range 5 East, W.N., in King County.

Subject to and together with an easement for egress and ingress and utilities over, under and across the East 30 feet and the South 30 feet of the NE 1/4 of the NE 1/4 of the SE 1/4 of said Section 25; Also together with and subject to an easement for egress and ingress and utilities over, under and across that portion lying SE of a curve, having a 25 foot radius and being tangent to the North line of South 30 feet of said NE 1/4, NE 1/4, SE 1/4, and tangent to west line of the East 30 feet of said NE 1/4 of the NE 1/4 of the SE 1/4 of said Section 25. Map on File in Vault Page 1 of 7

NE-SE 25-26-5-9023

Lot 2:

The South 261 feet of the North 522 feet of the East 167 feet of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 25, Township 26 North, Range 5 East, W.N., in King County.

Subject to and together with an easement for egress and ingress and utilities over, under and across the East 30 feet and the South 30 feet of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 25; Also together with and subject to an easement for egress and ingress and utilities over, under and across that portion lying SE of a curve, having a 25 foot radius and being tangent to the North line of South 30 feet of said NE $\frac{1}{4}$, NE $\frac{1}{4}$, SE $\frac{1}{4}$, and tangent to west line of the East 30 feet of said NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 25.

Lot 3:

The east 358 feet of the South 137 feet, more or less, of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 25, Township 26 North, Range 5 East, W.N., in King County.

Subject to and together with an easement for egress and ingress and utilities over, under and across the East 30 feet and the South 30 feet of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 25; Also together with and subject to an easement for egress and ingress and utilities over, under and across that portion lying SE of a curve, having a 25 foot radius and being tangent to the North line of South 30 feet of said NE $\frac{1}{4}$, NE $\frac{1}{4}$, SE $\frac{1}{4}$, and tangent to west line of the East 30 feet of said NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 25.

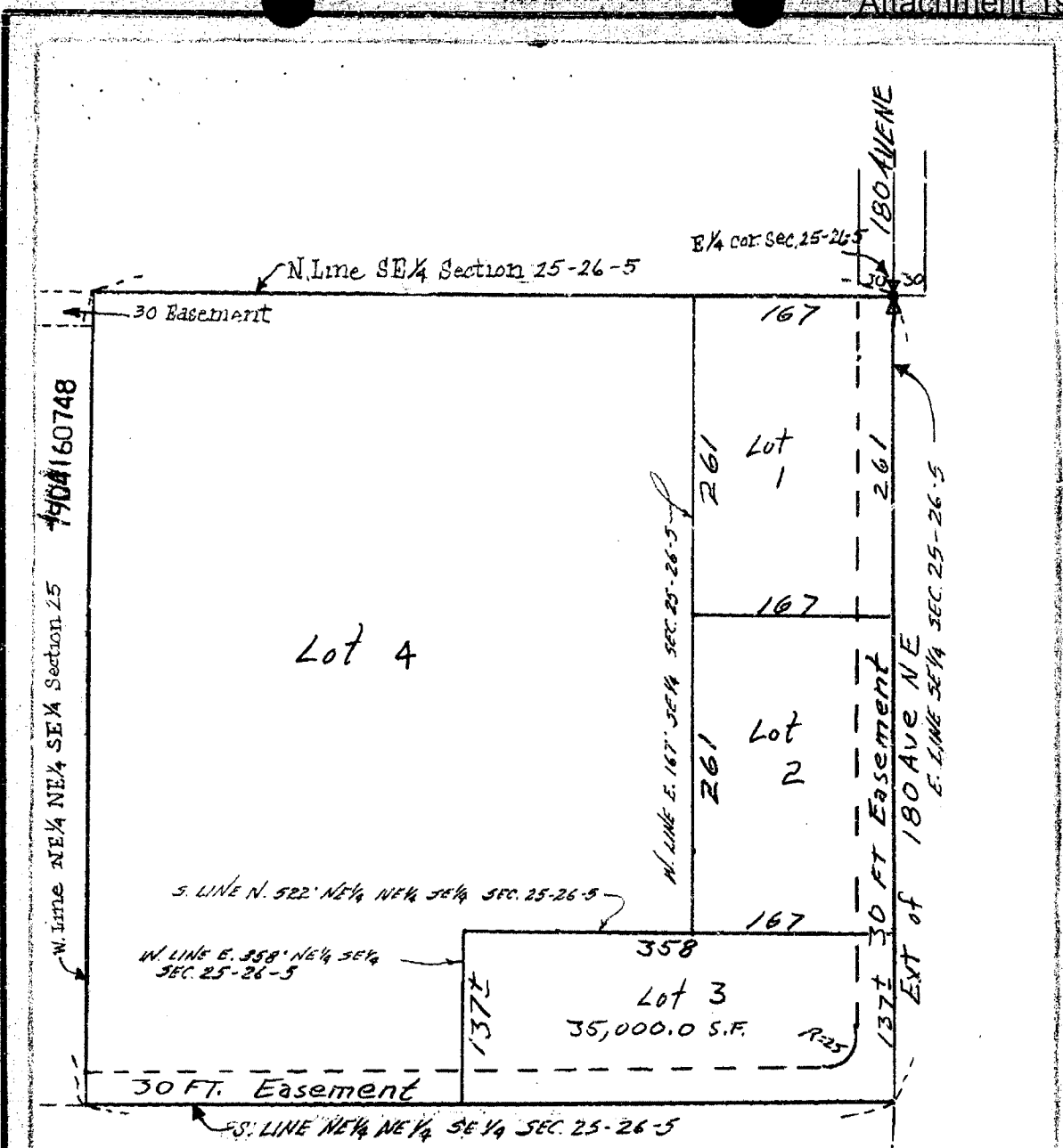
Lot 4:

The NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 25, Township 26 North, Range 5 East, W.N., in King County less the East 167 feet of the North 522 feet and less the east 358 feet of the South 137 feet, more or less.

Subject to and together with an easement for egress and ingress and utilities over, under and across the East 30 feet and the South 30 feet of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 25; Also together with and subject to an easement for egress and ingress and utilities over, under and across that portion lying SE of a curve, having a 25 foot radius and being tangent to the North line of South 30 feet of said NE $\frac{1}{4}$, NE $\frac{1}{4}$, SE $\frac{1}{4}$, and tangent to west line of the East 30 feet of said NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 25.

Also together with an easement as recorded under auditor's file # 6674314 and 7609100587.

7904160748



Said easements 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.

Map on File in Vault

Direction:

Scale:

Short Plat No: 478183

Page 2 of 7

The driveway comprising the easement described above shall be constructed and maintained in good repair by the grantees at their sole cost and expense. The road shall be constructed of gravel, will slope according to the natural land contours as presently exist upon the grantor's property, and will have culverts if necessary to preserve both the condition of the road and the surrounding property. In the event that more than one family living on and in the grantee's parcel of land as described above in section one shall use the driveway, then both families shall share equally in the cost of the maintenance of the road. If a gate is installed at the north entrance of the road, then grantees shall bear the sole cost of installing and maintaining such gate. In the event that more than one family living on and in grantee's parcel of land as described above on Section one (1) shall construct and/or use said gate, then both families shall share equally in the cost of the construction and/or maintenance of such gate. The cost of any utilities laid within the boundary of the easement described above shall be borne solely by the party laying such utility or their tenants, servants, visitors, or licenses, if their use shall destroy or markedly change the road, shall pay for the cost of repairing the driveway to its original conditions. If the driveway is destroyed or changed by any party entitled here to to lay a utility, then such party shall bear the sole cost or repairing the driveway to its original conditon.

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478183

Short Plat No. _____

Page 4 of 9

P-200-A

COVENANTS, CONDITIONS, AND RESTRICTIONS PUNNING WITH THE LAND:

Tract(s) PRIVATE EASEMENT, 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) PRIVATE EASEMENT to King County for right-of-way and street purposes, at such time as said Tract(s) PRIVATE EASEMENT is/are needed for those purposes. A Deed conveying Tract(s) PRIVATE EASEMENT 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) PRIVATE EASEMENT 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) PRIVATE EASEMENT 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.

790160748

7904160748

DECLARATION OF COVENANT REQUIRING PRIVATE CONSTRUCTION AND MAINTENANCE OF SHORT PLAT APPROVED PRIVATE ROAD, AND DEDICATION TO THE COUNTY WHEN REQUIRED BY KING COUNTY.

"Declaration of Covenant

"In consideration of the approval by King County of short plat # 478183, which said plat creates the lot(s) described as follows:

Lot 1, 2, 3 & 4

the undersigned convenants and agrees that:

"1. The owner(s) of the aforescribed property or of any lot which has been or is subsequently created on said property shall be responsible for the financing for construction and maintenance of all private roads within said short plat.

"2. The road shall be improved consistent with King County standards for short plat private roads.

"3. Maintenance methods, standards, and financing shall be in a manner determined by the owners of a majority of the square footage of buildable land within such aforescribed property.

"4. In the event such private road is improved to King County standards for public streets and the County is willing to accept the dedication of such road, each lot owner shall execute any documents necessary to accomplish such dedication.

"5. Owners of lots within the above referenced short plat, who are served by such private road, may sue and recover from any owner of any lot within the short plat which is similarly served who refuses to participate in the road construction, financing, and maintenance. Such owners who refuse to share the costs under the percentage set forth above shall be liable for any attorneys fees.

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

7904160748

L. R. Hussey
owner
Linda E. Hussey
owner

STATE OF WASHINGTON)
COUNTY OF KING) ss

On this day personally appeared before me L. R. Hussey and Linda E. Hussey, to me known as the individual(s) described in and who executed the within and foregoing instrument and acknowledge 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 29th day of September, 1978

John H. Smith
NOTARY PUBLIC in and for the State of Washington, residing at Kirkland, Wash.
NOTARY PUBLIC JOHN H. SMITH
BY COMMISSION EXPIRES 12/31/1982
KIRKLAND, WASHINGTON 98033

Form B-1

Short Plat No: 478183

Page 6 of 2

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.

L.R. Hussey
Name

Name

Linda Hussey
Name

Name

Name

Name

7904160748

STATE OF WASHINGTON }
County of King } ss.

On this day personally appeared before me _____

L.R. and Linda Hussey
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 11 day of July, 1978.

Paul Ellala
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 _____

L.R. and Linda Hussey
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 8 day of February, 1979.

Paul Ellala
Notary Public in and for the State of Washington,
residing at Seattle

seal

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 25th day of June, 1970

17
1
SEATTLE, WASHINGTON 98104

66/4314

between DONALD B. PACKARD and MARGUERITE S. PACKARD, his wife
hereinafter called the "seller," and EMERY SCHUBERT and MARGARET SCHUBERT, his wife
hereinafter called the "purchaser."

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, with the appurtenances, in KING County, State of Washington:
The East half of the Northwest quarter of the Northeast quarter of the Southeast quarter of Section 25, Township 26 North, Range 5 East, W. M.; Situate in the County of King, State of Washington.
TOGETHER WITH an easement for ingress, egress and utilities over the North 30.0 feet of the West half of the Northwest quarter of the Northeast quarter of the Southeast quarter of said Section 25, AND over the West 30.0 feet of the Northeast quarter of the Northeast quarter of the Southeast quarter of said Section 25.
The Seller herein hereby RESERVES an easement for ingress, egress and utilities over the North 30.0 feet and the East 30.0 feet of the main tract herein above described;

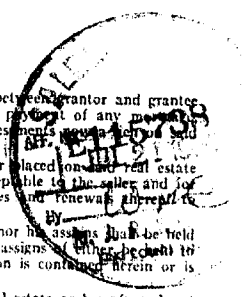
3739 30.0

The terms and conditions of this contract are as follows: The purchase price is FIFTEEN THOUSAND AND NO/100 ----- (\$ 15,000.00) Dollars, of which FOUR THOUSAND AND NO/100 ----- (\$ 4,000.00) Dollars have been paid; the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:
TWO THOUSAND FIVE HUNDRED AND NO/100 ----- (\$ 2,500.00) Dollars, or more at purchaser's option, on or before the 1st day of July, 1970,
and TWO THOUSAND FIVE HUNDRED AND NO/100 ----- (\$ 2,500.00) Dollars, or more at purchaser's option, on or before the 1st day of each succeeding calendar year until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of seven per cent per annum from the 1st day of July, 1970,
which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal. All payments to be made hereunder shall be made at 2839 Boyer Avenue East, Seattle, Washington 98102 or at such other place as the seller may direct in writing.

The Seller agrees to deliver, upon the Purchaser's request, a partial fulfillment deed to a one (1) acre parcel upon payment by the Purchaser of each additional \$3,000.00 over and above the aforementioned down payment, for which one (1) acre is being released subsequently herewith. Purchaser agrees that all property not released shall have a 30 foot access to public highway.

As referred to in this contract, "date of closing" shall be July 1, 1970

- (1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.
- (2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals hereof to the seller.
- (3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns (other than the seller) be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.
- (4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use; and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.
- (5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by _____, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:
 - a. Printed general exceptions appearing in said policy form;
 - b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and
 - c. Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.



2

(6) If seller's title to said real estate is subject to an existing contract, or contracts under which seller is purchasing said real estate, or any mortgage or other obligation, which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the seller under this contract.

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a statute warranty Fulfillment deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to permit waste and not to use, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.

(9) In case the purchaser fails to make any payment herein provided or to maintain insurance, as herein required, the seller may make such payment or effect such insurance, and any amounts so paid by the seller, together with interest at the rate of 10% per annum thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller might have by reason of such default.

(10) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate; and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records to determine the condition of title at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

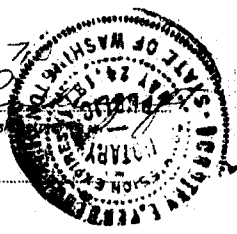
Donald B. Packard (SEAL)
DONALD B. PACKARD
Marguerite S. Packard (SEAL)
MARGUERITE S. PACKARD
Emery Schubert (SEAL)
EMERY SCHUBERT
Margaret Schubert (SEAL)
MARGARET SCHUBERT

STATE OF WASHINGTON, }
County of KING }

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

GIVEN under my hand and official seal this 20th day of July, 1977
Barclay E. [Signature]
Notary Public in and for the State of Washington

FILED for Record at Request of
TRANSAMERICA TITLE INS. CO.
SEATTLE, WASH.



6674012

Filed for Record at Request of P-1
S-25
Name:
Address: 411
City and State: 39349X

THIS SPACE RESERVED FOR RECORDER'S USE:
RECORDED OF
VOL REQUEST OF
PAGE
1970 JUL 22 AM 8 00
ROBERT A. [Signature]
KING COUNTY

300

REAL ESTATE CONTRACT

6677741
6674314

THIS CONTRACT, made and entered into this 25th day of June, 1970

between DONALD B. PACKARD and MARGUERITE S. PACKARD, his wife

hereinafter called the "seller," and EMERY SCHUBERT and MARGARET SCHUBERT, his wife

hereinafter called the "purchaser,"

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, with the appurtenances, in KING County, State of Washington: The East half of the Northwest quarter of the Northeast quarter of the Southeast quarter of Section 25, Township 26 North, Range 5 East, W. M.; Situate in the County of King, State of Washington.

TOGETHER WITH an easement for ingress, egress and utilities over the North 30.0 feet of the West half of the Northwest quarter of the Northeast quarter of the Southeast quarter of said Section 25, AND over the West 30.0 feet of the Northeast quarter of the Northeast quarter of the Southeast quarter of said Section 25. The Seller herein hereby RESERVES an easement for ingress, egress and utilities over the North 30.0 feet and the East 30.0 feet of the main tract herein above described:

353936-L

The terms and conditions of this contract are as follows: The purchase price is FIFTEEN THOUSAND AND NO/100 (\$ 15,000.00) Dollars, of which FOUR THOUSAND AND NO/100 (\$ 4,000.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: TWO THOUSAND FIVE HUNDRED AND NO/100 (\$ 2,500.00) Dollars, or more at purchaser's option, on or before the 1st day of July, 1971, and TWO THOUSAND FIVE HUNDRED AND NO/100 (\$ 2,500.00) Dollars, or more at purchaser's option, on or before the 1st day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of seven per cent per annum from the 1st day of July, 1970, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal. All payments to be made hereunder shall be made at 2839 Boyer Avenue East, Seattle, Washington 98102 or at such other place as the seller may direct in writing.

The Seller agrees to deliver, upon the Purchaser's request, a partial fulfillment deed to a one (1) acre parcel upon payment by the Purchaser of each additional \$3,000.00 over and above the aforementioned down payment, for which one (1) acre is being released subsequently herewith. Purchaser agrees that all property not released shall have a 30 foot access to public highway.

As referred to in this contract, "date of closing" shall be July 1, 1970

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any taxes or assessments on said real estate, or has assumed payment of or agreed to purchase subject to, any taxes or assessments on said real estate, the purchaser agrees to pay the same before delinquency.

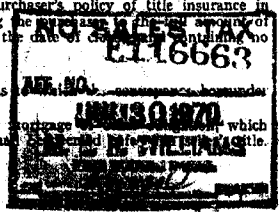
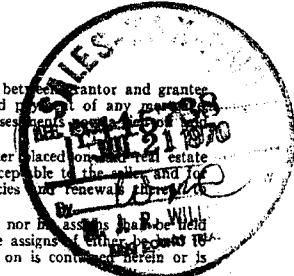
(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller, and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereon to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor the purchaser is bound to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assignee of either be bound to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained in writing and is in writing and attached to and made a part of this contract.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use; and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by the purchaser's title insurer, insuring the purchaser against loss or damage to said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing, containing no exceptions other than the following:

- a. Printed general exceptions appearing in said policy form;
- b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the purchaser is to be made subject; and
- c. Any existing contract or contracts under which seller is purchasing said real estate, and any other contracts or contracts under which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed to be a lien or encumbrance.



JUL 31 1970 - 800 Filed by TA

SEP-10-76 4:00 074 7609100587 - E RF 2.00



TRANSAMERICA TITLE INSURANCE COMPANY

THIS SPACE RESERVED FOR RECORDER'S USE.

SEP 10 10 49 AM '76
RECORDED AC RECORDS

Filed for Record at Request of

Name Mrs. Don A. Smith

Address 7514-27th Ave. N.E.

City and State Seattle, Wa. 98115

Statutory Warranty Deed

Form 467-W-1-REV

THE GRANTOR DONALD B. PACKARD and MARGUERITE S. PACKARD, his wife

for and in consideration of TEN DOLLARS and other valuable consideration

in hand paid, conveys and warrants to EMERY SCHUBERT and MARGARET SCHUBERT, his wife

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

The east half of the northwest quarter of the northeast quarter of the southeast quarter of Section 25, Township 26 north, range 5 east, W.M.; Situate in the County of King, State of Washington. TOGETHER WITH an Easement for ingress, egress and utilities over the north 30.0 feet of the west half of the northwest quarter of the northeast quarter of the southeast quarter of said Section 25, AND over the west 30.0 feet of the northeast quarter of the northeast quarter of the southeast quarter of said Section 25. The Seller herein hereby RESERVES an Easement for ingress, egress and utilities over the north 30.0 feet and the east 30.0 feet of the main tract herein above described.

This deed is given in fulfillment of that certain real estate contract between the parties hereto, dated June 25, 1970, 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 _____, Rec. No. _____

Dated this 20th day of July, 1970

TAX PAID ON CONTRACT AFF. NO. E 115738
KING CO. RECL. DIVISION

J. Torshoff, DEPUTY

STATE OF WASHINGTON, }
County of KING }

Donald B. Packard (SEAL)
DONALD B. PACKARD

Marguerite S. Packard (SEAL)
MARGUERITE S. PACKARD

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

GIVEN under my hand and official seal this 20th day of July, 1970
Gerard E. Lindquist
Notary Public in and for the State of Washington,
residing at Seattle

2

PH 37 3 78

PUGET POWER

EASEMENT FOR UNDERGROUND ELECTRIC SYSTEM

L. R. HUSSEY III and LINDA HUSSEY, 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.

7812220658

That portion of the Northeast 1/4 of the Northeast 1/4 of the Southeast 1/4 of Section 25, Township 26 North, Range 5 East, W.M., in King County, Washington, described as follows:

Beginning at the northwest corner of the Northeast 1/4 of the Northeast 1/4 of said Southeast 1/4; thence easterly along the north line of said Southeast 1/4, 160.00 feet; thence southerly parallel with the west line of the Northeast 1/4 of the Northeast 1/4 of said Southeast 1/4, 90.00 feet; thence westerly parallel with said north line 160.00 feet to said west line; thence northerly along said west line 90.00 feet to the point of beginning.

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

The north 10 feet of the west 10 feet of the above described property.

1% EXCISE TAX NOT REQUIRED
King Co. Records Division

By J. Tarkoff, 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-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 completion 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 Grantee 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.

RD-219
0723888
44/JM
265-100
FILED FOR RECORD AT REQUEST OF:
PUGET POWER
REAL ESTATE DIVISION
PUGET POWER BLDG.
BELLEVUE, WASHINGTON 98009

ATTENTION: HOWARD A. STRONG

DATED this 11 day of Dec 19 78

GRANTOR

L. R. Hussey III
Linda Hussey
R. Hussey III
Linda Hussey

7812220658

STATE OF WASHINGTON)
SS
COUNTY OF King)

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

GIVEN under my hand and official seal this 11th day of Dec, 19 78

Annie Parker
Notary Public in and for the State of Washington,
residing at XXXXXX

STATE OF WASHINGTON)
SS
COUNTY OF)

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 _____

4.00

DEC-22-78 00074 7812220658 LST E WF

DEC 22 9 46 AM '78

RECORDED KC RECORDS

STATE OF WASHINGTON)
SS
COUNTY OF)

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 _____

Jan-7-80 10:15 8001070468 - B WF 400 8001070468

EASEMENT

For a valuable consideration, receipt of which is hereby acknowledged, the Grantor

LEON R. HUSSEY III AND LINDA E. HUSSEY

hereby grant and convey to the Grantee

his successors and assigns, the right, privilege and authority to construct, improve, repair and maintain easement

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

Beginning at the NE corner of lot #3 (KCSP#478183); thence westernly along the north line of said lot # 3 161 feet to the True Point of Beginning; Then northernly along the west line of lot # 2 (KCSP#478183) a distance of 10 feet; thence westernly parallel with the northern line of said lot # 3, a distance of 191 feet; thence northernly parallel with the west line of said lot #3 a distance of 60 feet; thence southernly parallel with the west line of said lot #2 a distance of 120 feet thence easternly 251 feet to the true point of beginning.

The Grantor shall make no use of the land occupie by said easement except for ground covers

In exercising the rights herein granted, the Grantee his successors and assigns, may pass and repass over said easement may cut and remove brush, trees and other obstructions which in the opinion of the Grantee interfere with easement

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

The center line of said easement shall be parallel with, and not more than 5 feet distant on either side from, a principal center line across said land,

RECORDS & ELECTIONS

In Witness Whereof, The said Grantor ha executed this instrument the day of 19

1% EXCISE TAX NOT REQUIRED King Co. Records Division J. Towdy Deputy

L.R. Hussey III



8001070468

STATE OF WASHINGTON,

ss. (INDIVIDUAL ACKNOWLEDGMENT)

County of King
I, Terrie L. Poley Notary Public in and for the State of Washington, residing
at Bellevue do hereby certify that on this 7th
day of January, 1980, personally appeared before me L. R. Hussey III

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 7th day of
January, 1980
Terrie L. Poley
Notary Public in and for the State of Washington, residing at Bellevue in said County.

FILED for Record at Request of

Name L. R. Hussey III

Address P.O. Box 67

Redmond wa.

98052

No.	EASEMENT RIGHT OF WAY	FROM	TO

6

4 256635

3.00

EASEMENT

This instrument is made to correct the legal description and clarify the purpose of that easement recorded January 7, 1980 under Auditor's file no. 8001070468.

The grantors, Leon R. Hussey, III and Linda E. Hussey, husband and wife, for and in consideration of \$1.00 in hand paid, hereby grant and convey to Michael Burkhalter and Merrie-Jo Burkhalter, their heirs, successors and assigns an easement for the benefit of Lot 2 King County short plat no. 478183 for drainfield purposes, over across and lying within the boundries of that portion of King County short plat no. 478183 described as follows.

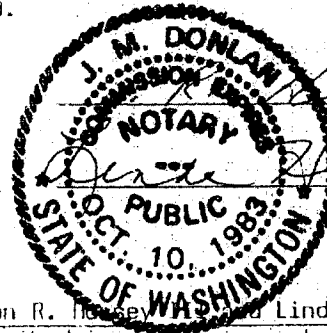
Commencing at the SW corner of Lot 2, thence northerly along the west line of said lot 2 a distance of 10 feet; thence westerly, parallel with the north line of Lot 3, a distance of 191 feet; thence northerly, parallel with the west line of lot 2, a distance of 110 feet; thence westerly, parallel with the North boundry line of lot 3 (The same as if the north line of lot 3 were extended westerly.); thence southerly, parallel with the west line of lot 2, a distance of 120 feet; thence easterly, parallel with the southerly boundary lines of lot 3 and Lot 4 a distance of 251 feet to the point of beginning.

If and when public sewer service is available to serve Lot 2 of King County short plat no. 478183 then this easement shall expire.

The grantee has the right to construct and maintain a septic tank drain field on the above described property and nothing herein shall preclude the grantor from using that area for other purposes provided that such use does not interfere with the operation and maintenance of the drain field.

Dated this 21st day of March 1980.

State of Washington
County of King



On this day personally appeared before me Leon R. Hussey, III and Linda E. Hussey 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 21st day of March 1980.

1% EXCISE TAX NOT REQUIRED
King Co. Records Division

By [Signature] Deputy

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

RECORDED THIS DAY
MAR 21 11 46 AM 1980
BY THE DIVISION OF
RECORDS & ELECTIONS
KING COUNTY

MAR-24-80 20062 8003240530 - D RF

A. 256635

4

EASEMENT

For a valuable consideration, receipt of which is hereby acknowledged, the Grantor Leon R. Hussey and Linda E. Hussey

hereby grant and convey to the Grantee MICHAEL Burkhalter his successors and assigns, the right, privilege and authority to construct, improve, repair and maintain the drainfield easement

across, over and upon the following land, located in King County, State of Washington, to-wit: Beginning at the NE corner of Lot #3 (KCSP # 478183); thence westerly along north line of said Lot #3, 167 feet to the true point of beginning; then northerly along the west line of Lot #2 (KCSP # 478183) a distance of 10 feet; thence westerly parallel with the northern line of said Lot #3, a distance of 191 feet; thence northerly parallel with the west line of said Lot #2 a distance of 110 feet; thence westerly parallel with the north line of said Lot #3 a distance of 60 feet; thence southerly parallel with the west line of said Lot #2 a distance of 120 feet; thence easterly 257 feet to the true point of beginning. (AUD. file # KC 8001070468)

8309300728

MP 8306211

The Grantor shall make no use of the land occupied by said easement except for the installation, operation and maintenance of the drainfield

In exercising the rights herein granted, the Grantee and his successors and assigns, may pass and repass over said drainfield easement may cut and remove brush, trees and other obstructions which in the opinion of the Grantee interfere with drainfield easement

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

The center line of said easement shall be parallel with, and not more than five feet distant on either side from, a principal center line across said land,

This easement is being recorded to correct that certain easement document recorded January 7, 1980 under KC Auditor File #8001070468.

FILED FOR RECORD AT REQUEST OF TRANSAMERICA TITLE INSURANCE COMPANY 10835 N. E. 8th STREET BELLEVUE, WASHINGTON 98004

In Witness Whereof, The said Grantors have executed this instrument the 28th day of September 1983.

1% EXCISE TAX NOT REQUIRED King Co. Records Division

By [Signature], Deputy

Leon R. Hussey Leon R. Hussey Linda E. Hussey Linda E. Hussey

STATE OF WASHINGTON,

ss. (INDIVIDUAL ACKNOWLEDGMENT)

County of King

I, Linda L. Cornelly Notary Public in and for the State of Washington, residing

at North Bend do hereby certify that on this 28th

day of September, 1983, personally appeared before me Leon R. Hussey and

Linda E. Hussey

to me known to be the individual s described in 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 herein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 28th day of

September, 1983

Linda L. Cornelly

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

8309300728

RECORDED THIS DAY
SEP 30 10 47 AM '83
BY THE DIVISION OF
RECORDS & ELECTIONS
KING COUNTY

83/09/30 #0728 D
RECD F 4.00
CRSHSL ****4.00
22

No. _____
EASEMENT
RIGHT OF WAY
FROM _____
TO _____

Recorded at request of and
After recording return to:

Ms Barbara Yarrington
Dartmoor/Canterfield, Inc
14410 Bel-Red Rd
Bellevue, WA 98007



TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

Grantor	Leon and Linda Hussey	CHICAGO TITLE INS CO
Grantee	Dartmoor/Canterfield, Inc	REF # <u>W03-01159</u>
Legal Description	Complete Legal Description on Exhibit A	(10)
Tax Parcel Nos.:	Easement Area Ptn of 252605-9023 Benefited Property: 252605-9146, 252605-9182, 252605-9183, 252605-9082, 252605-9181, 252605-9066	
Related Instruments:	None	

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (the "Agreement") is entered into this 20th day of August, 2003, between LEON and LINDA HUSSEY, husband and wife ("Hussey") and DARTMOOR/CANTERFIELD, INC, a Washington corporation ("Dartmoor").

RECITALS

A Hussey is the owner of certain real property in the City of Redmond, located at 17811 NE 124th St, Redmond Washington 98052 (the "Hussey Property") as legally described on Exhibit A Dartmoor is the owner of certain real property also located in the City of Redmond and commonly known as Fischer Village (the "Fischer Property") and legally described on Exhibit B.

B. Dartmoor is in the process of developing the Fischer Property and, in connection therewith, the City of Redmond (the "City") has required Dartmoor to make certain improvements including the construction of a road right of way abutting and partially on the Hussey Property Dartmoor has requested temporary access to a portion of the Hussey Property to construct such road right of way including a slope to support the roadway (the "Improvements") Hussey has agreed to permit such access on the terms and conditions set forth below.

AGREEMENTS



NOW, THEREFORE, for valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the parties, the parties agree as follows

1 Grant of Construction Easement Commencing with the date of this Agreement and terminating upon the date the Improvements are accepted by the City, Hussey hereby grants and conveys to Dartmoor, its employees, agents, contractors and subcontractors, a temporary construction easement over, across and under the area (the "Construction Easement Area") more particularly described on attached Exhibit C and illustrated on attached Exhibit D, for the purpose of constructing the slope to support the roadway and any other activities as are reasonably necessary or convenient for construction of the Improvements, but in no event shall the temporary construction easement be used as a staging ground for equipment, trailers, or construction materials that are not immediately necessary for the construction of the roadway or the slope.

2 Grant of Permanent Easement Hussey agrees to grant the City a permanent easement for the slope area necessary to support the road if the City requests one as a condition of plat development and recording.

3. Restoration of Easement Area Dartmoor shall restore, at its sole expense, the Construction Easement Area at the termination of the construction of the Improvements by removing all equipment and debris, and planting the slope according to a planting and soil additive plan approved by Hussey Approval shall not be unreasonably withheld and concessions in plan design shall be made where the desires of Hussey would conflict with the stability of the slope.

4 Government Approvals. Dartmoor shall obtain all governmental approvals necessary to construct the Improvements and Hussey agrees to cooperate with Dartmoor to enable Dartmoor to obtain such approvals.

5. Indemnification. Dartmoor covenants and agrees to indemnify, defend and hold Hussey harmless from and against all claims, costs, expenses and liability (including reasonable attorney's fees and costs of suit incurred in connection with all claims), arising from or as a result of construction of the Improvements, except for claims caused by the negligence or willful act or omission of Hussey, its tenants, agents, servants, or employees

6. Hussey as Additional Insured Dartmoor shall cause its contractor to name Hussey as an additional insured on all public liability, property damage and other liability insurance required to be carried by the contractor under the terms of its construction contract with Dartmoor A copy of said insurance certificate naming Hussey shall be provided to Hussey

7 No Termination Upon Breach It is expressly agreed that no breach of this instrument shall entitle either party to cancel, rescind or otherwise to terminate this Agreement; provided, however, that this provisions shall not limit or otherwise affect any other right or remedy which such party may have hereunder by reason of any breach of this Agreement

8. Amendment This instrument may be amended only by a written instrument executed by all parties

9. Notices Any notices required under this Agreement shall be in writing and shall be provided by certified mail, facsimile transmission or personal delivery to the parties at the following addresses.

To Dartmoor: Ms. Barbara Yarrington
Dartmoor/Canterfield, Inc
14410 Bel-Red Rd
Bellevue, WA 98007
Facsimile (425) 649-8198

To Hussey: Leon Hussey
12323 180th Avenue NE
Redmond, WA 98052
Facsimile (425) 558-3695

Notice shall be deemed received upon the earlier of three (3) business days following deposit into the United States mail or upon actual receipt, whichever is sooner

10. Attorney's Fees The prevailing party in any action brought to enforce or interpret the terms of this Agreement shall be entitled to recover its reasonable attorney's fees and court costs in such action, including on appeal

11. Entire Agreement/Severability. This Agreement, together with the exhibits attached hereto, represents the entire Agreement between the parties regarding this temporary construction easement. There are no oral promises, conditions, representations or terms of any kind between the parties except as may be provided herein. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person by judgment or court order shall in no way affect any of the other provisions thereof or the application thereof to any other person and the same shall remain in full force and effect

12. Time of the Essence. Time is of the essence of this Agreement and the performance of all obligations hereunder

13. Warranty and Representation of Authority. The parties each represent to the other that the person or persons executing this Agreement have authority to do so and to bind the parties and properties described hereunder

14. Successors and Assigns The easement granted hereunder shall run with the land for the benefit of the Belvedere Property and both benefit and burden the parties and their successors and assigns

STATE OF WASHINGTON)
) SS
COUNTY OF King)

On this day personally appeared before me LEON HUSSEY and LINDA HUSSEY 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 20th day of August, 2003



Barbara J. Yarrington
(Signature of Notary)

BARBARA J. YARRINGTON
(Print Name of Notary)

Notary Public in and for the State of
Washington, residing at Seattle
My Commission expires 11-7-04

EXHIBIT "A"

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS AND UTILITIES OVER THE NORTH 30.00 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 25.

SUBJECT TO EASEMENT AS SPECIFIED IN INSTRUMENT RECORDED UNDER AUDITOR'S FILE RECEIVING NO 6674314, RECORDS OF KING COUNTY, WASHINGTON



TRIAD ASSOCIATES
11814 115th Avenue N E
Kirkland, WA 98034
(425)821-8448 / Fax (425)821-3481

EXHIBIT "B"

PARCEL A

THAT PORTION OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS

BEGINNING AT A POINT ON THE WEST LINE OF SAID SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER 50 00 FEET SOUTHERLY FROM THE NORTHWEST QUARTER OF SAID SUBDIVISION, THENCE NORTHERLY 50 00 FEET ALONG SAID WEST LINE TO THE NORTHWEST CORNER OF SAID SUBDIVISION, THENCE SOUTH 88°30'38" EAST ALONG THE NORTH LINE OF SAID SUBDIVISION TO THE NORTHEAST CORNER OF SAID SUBDIVISION, THENCE SOUTH 1°43'03" WEST 219 00 FEET, THENCE NORTH 88°30'38" WEST 960 FEET, THENCE NORTHWESTERLY 425 FEET, MORE OR LESS, ON A STRAIGHT LINE TO THE POINT OF BEGINNING EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS

BEGINNING AT THE NORTHEAST CORNER OF SAID SUBDIVISION, THENCE SOUTHERLY ALONG THE EAST LINE THEREOF 219 00 FEET, THENCE WESTERLY PARALLEL TO THE NORTH LINE OF SAID SUBDIVISION, 960 00 FEET TO THE POINT OF BEGINNING, THENCE NORTHWESTERLY TO A POINT ON THE WEST LINE OF SAID SUBDIVISION, SAID POINT BEING 50 FEET SOUTHERLY OF THE NORTHWEST CORNER OF SAID SUBDIVISION, THENCE NORTHERLY TO THE NORTHWEST CORNER THEREOF, THENCE EASTERLY ALONG THE NORTH LINE OF SAID SUBDIVISION 345 00 FEET, THENCE SOUTHERLY TO THE TRUE POINT OF BEGINNING

(ALSO KNOWN AS LOT A OF KING COUNTY LOT LINE ADJUSTMENT NO 1285073 APPROVED JANUARY 10, 1986 AND PER KING COUNTY LOT LINE ADJUSTMENT NO 1083034, APPROVED OCTOBER 20, 1983)

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER THE WEST 15 FEET OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, AND

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS, AS RESERVED IN QUIT CLAIM DEED RECORDED UNDER RECORDING NUMBER 8609150744, OVER THE NORTH 15 FEET OF THE FOLLOWING DESCRIBED PROPERTY

BEGINNING AT THE NORTHEAST CORNER OF SAID SUBDIVISION, THENCE SOUTHERLY ALONG THE EAST LINE THEREOF 219 00 FEET, THENCE WESTERLY PARALLEL TO THE NORTH LINE OF SAID SUBDIVISION, 960 00 FEET TO THE POINT OF BEGINNING, THENCE NORTHWESTERLY TO A POINT ON THE WEST LINE OF SAID SUBDIVISION, SAID POINT BEING 50 FEET SOUTHERLY OF THE NORTHWEST CORNER OF SAID SUBDIVISION, THENCE



TRIAD ASSOCIATES
11814 115th Avenue N E
Kirkland, WA 98034
(425)821-8448 / Fax (425)821-3481

NORTHERLY TO THE NORTHWEST CORNER THEREOF, THENCE EASTERLY ALONG THE NORTH LINE OF SAID SUBDIVISION 345.00 FEET, THENCE SOUTHERLY TO THE TRUE POINT OF BEGINNING,

EXCEPT THAT PORTION OF SAID EASEMENT LYING WITHIN 176TH AVENUE NORTHEAST AS DEDICATED ON THE FACE OF KING COUNTY SHORT PLAT NUMBER 887018, RECORDED UNDER RECORDING NUMBER 8710279001

PARCEL B

LOTS 1, 2, 3, AND 4, KING COUNTY SHORT PLAT NUMBER 887018, RECORDED UNDER RECORDING NUMBER 8710279001, SAID SHORT PLAT BEING A SUBDIVISION OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, AND OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, ALL IN SECTION 25, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON

PARCEL C

PARCELS A AND D, KING COUNTY SHORT PLAT NUMBER 775074, RECORDED UNDER RECORDING NUMBER 7605060770, SAID SHORT PLAT BEING A SUBDIVISION OF A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON,

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS, AND UTILITIES AS DECLARED AND DESCRIBED IN INSTRUMENT RECORDED UNDER RECORDING NUMBER 7603190476, IN KING COUNTY, WASHINGTON



TRIAD ASSOCIATES
11814 115th Avenue N E
Kirkland, WA 98034
(425)821-8448 / Fax (425)821-3481

EXHIBIT C

12' CONSTRUCTION AND SLOPE EASEMENT

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE
SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 26 NORTH, RANGE 6 EAST, W M , MORE
PARTICULARLY DESCRIBED AS FOLLOWS

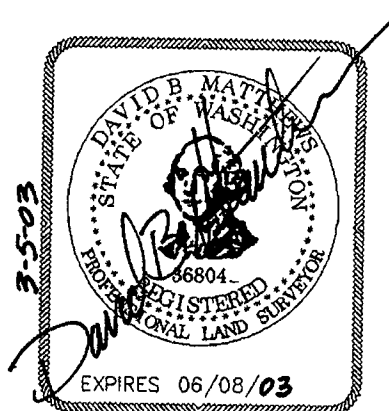
THE WEST 221 39 FEET OF THE SOUTH 27 00 FEET OF LOT 4 OF KING COUNTY SHORT PLAT
NO 478183, RECORDED UNDER RECORDING NO 7904160748 IN KING COUNTY,
WASHINGTON,

EXCEPT THE WEST 209 39 FEET OF THE SOUTH 15 00 FEET OF SAID LOT 4



CONCEPT ENGINEERING, INC.

455 Rainier Boulevard North
Issaquah, Washington 98027
(425) 392-8055 Fax (425) 392-0108



(1)

200

JUL-20-77 00152 7707200810 -- B WF

PUBLIC WATER SUPPLY
RESTRICTIVE COVENANTS

The grantor herein is (are) the owner of (an interest in) the following described real estate situated in King County, State of Washington, to-wit:

East 1/2 of 1/4 of 1/4 of NE 1/4 of SE 1/4 of 25
Township 26 Range 5

The grantee herein, owns and operates a well and waterworks supplying water for public use, located upon the following described real estate situated in _____ County, State of Washington, to-wit:

1/4 NE 1/4 of 1/4 of SE 1/4 of
307 25 Twp 26 N Range 5 E
6-10

which well and waterworks is in close proximity to the land of the grantor, and said grantee is 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 the said grantors land which might contaminate said water supply.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) in hand paid and other good and valuable consideration received by said grantor, the grantor agree and covenant with the grantee, its successors and assigns, said covenants to run with the land for the benefit of the land of the grantee, that said grantor, its (their) heirs, successors and assigns will not construct, maintain or suffer to be constructed or maintained upon the said land of the grantor and within One Hundred (100) feet of the well of the grantee, so long as the same is operated to furnish water for public consumption, any of the following: cesspools, sewers, privies, septic tanks, 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.

WITNESS my hand this 4 day of June, 1977
grantee [Signature] (Seal)
[Signature] (Seal)
Grantor

State of Washington _____)
County of _____) ss

I, the undersigned, a Notary Public in and for the above-named County and State, do hereby certify that on this 4 day of June, 1977, personally appeared before me [Signature]

AA* [Signature]
to me known to be the individual described in and who executed the within instrument, and acknowledge that he 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.

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

FILING:
Department of Records and Elections
Room 500A - Co. Administration Bldg.
3rd & James
Seattle, Washington 98104
PHONE: 344-4215

FILING FEE:
\$2.00 - 1st page (copy will be stamped free).
\$1.00 - Each additional page.

Jul 20 12 08 PM '77

RECORDED KC RECORDS

6

7707260810

FILED for Record at Request of

Name Don Smith

Address 7514 57th Avenue

Seattle Wash 98115

HUSSEY/SMITH

APPLICATION AND AGREEMENT TO CONSTRUCT
EXTENSION TO DISTRICT SYSTEM

X WATER

___ SEWER

NO. 93-4

The undersigned ("Developer"), applies to the Commissioners of Woodinville Water District ("District"), for permission to construct and connect a private extension(s) to the District's existing system(s). If this application is accepted, then the undersigned, in consideration of the mutual promises and covenants herein contained, agrees:

1. Nature and Location of Extension; Type of Development.

A. Water

The proposed water system extension (the "extension") will be installed in streets and other approved rights-of-way and/or easements at Developer's sole cost for the use and benefit of the property hereinafter described, which property is owned by the Developer and/or other owners for whom the Developer is acting as agent. Any such owners have joined in this application and are designated on the signature page hereof as "additional owners." Legal description of the property is:

Parcel 1 - Leon and Linda Hussey

The NE 1/4 of the NE 1/4 of the SE 1/4 of Section 25, Township 26 North, Range 5 east, W.M., in King County less the East 167 feet of the North 522 feet and less the east 358 feet of the South 137 feet, more or less. Also together with an easement as recorded under auditors file #6674314 and 7609100587.

Parcel 2 - Don and Elaine Smith

The East 1/2 of the NW 1/4 of the NE 1/4 of the SE 1/4 of Section 25, Township 26 North, Range 5 East, W.M., in King County Washington.

Parcel 3 - Don and Elaine Smith

The West 1/2 of the NW 1/4 of the NE 1/4 of the SE 1/4 of Section 25, Township 26 North, Range 5 East, W.M., in King County Washington.

B. Sewer

The proposed sewer system extension (the "extension") will be installed in streets and other approved rights-of-way and/or easements at Developer's sole cost for the use and benefit of the property hereafter described, which property is owned by the Developer and/or other owners for whom the Developer is acting as agent. Any such owners have joined this application and are designated on the signature page hereof as "additional owners." Legal description of the property is:

C. Type of Development (i.e., Single Family, Multi Family, Commercial, Etc.; Include Plat Name or Short Plat No.)

Single Family, 3 homes on existing lots.

b:\w\dev\husmith.lgl

THIS DOCUMENT IS NOT TO BE RECORDED OR FILED FOR RECORD BY SUCRETT (C) & ACCOMMODATION ONLY. IT HAS NOT BEEN EXAMINED AS TO PROPER EXECUTION OR AS TO ITS EFFECT UPON TITLE.

930617-1880 01:22:00 PM KING COUNTY RECORDS 013 R10 13:00

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STW W17049-12

2. **Warranty of Authority.**

The Developer and any additional owners warrant they are the owners of the property described in this Agreement. Developer shall upon request provide a title report to the District establishing that the parties executing this Agreement are the owners of all the real property described herein.

3. **Description of Extension.**

A. **Water**

The proposed extension will consist of approximately 350 linear feet of water pipe and appurtenances and shall be installed in accordance with this Agreement and with District approved Plans and Specifications.

B. **Sewer**

The proposed extension will consist of approximately 0 linear feet of sewer pipe and appurtenance and shall be installed in accordance with this Agreement and with District approved Plans and Specifications.

4. **Estimated Fees and Expenses to be Paid by the Developer.**

(a) In addition to the nonrefundable administration fee of \$1,000.00, a design review fee \$1,000, shall be paid to the District when this Agreement is submitted to the District for payment of District estimated expenses including, but not limited to, engineering, design review, legal and permit costs. Construction engineering and inspection fees shall be paid to the District not later than ten (10) days prior to the preconstruction conference. Specific fees imposed by resolution shall be paid in addition to the design engineering fee.

ESTIMATED FEE SCHEDULE

Administration	\$1,000.00
Design Review	
(a) District's Engineer	\$1,000.00
(b) District Engineering	\$0
Construction Engineering/ Inspection	\$1,550.00
Reimbursement Charge	\$0
Total	\$3,550.00

Should actual expenses exceed the amount paid by Developer, the difference shall be paid by Developer to the District. If the District determines after the project is completed and accepted that expenses were less than the fees paid by Developer, then the balance of the fee shall be refunded to Developer. District administrative services shall be billed on a time and material basis as provided by District resolution.

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(b) The foregoing estimate of expenses does not include allowance for any unusual costs incurred by the District for property surveys, hydraulic modeling, changes in design, necessary construction inspection, project coordination, errors or omissions by the Developer, its contractor or agents, unusual negotiations, legal expenses or any other project related costs. The District will bill the Developer for any unusual costs and the same shall be paid promptly by the Developer. The District may stop work until payment is made.

5. Reimbursement Charges.

The Developer shall pay all reimbursement charges, if any, levied against the property pursuant to the District's reimbursement policy not later than ten (10) days prior to the pre-construction meeting.

6. Selection of Developer's Engineer.

The Developer shall have the right to select its own engineer to Design and prepare the Plans or, with the approval of the District, have the District Engineer perform such Design and preparation. Should Developer elect to use its own engineer to Design the Plans, the Developer shall notify the District in writing of the person or firm proposed to do the Design when Developer submits this Agreement to the District. The Developer shall not employ any person or firm for any part of the Design work the District objects to as incompetent, unfit or irresponsible. Nothing contained in this Agreement creates any contractual rights between the District and any person or firm employed by Developer to Design and prepare the Plans.

7. Authority of Developer Engineer.

The Developer's Engineer shall only have authority to Design the Plans for the extension to the District's water distribution and/or sewer collection system. The Plans shall conform in all respects to District specifications and must be approved by the District Engineer and the District before work begins. The District shall approve, modify or reject the Plans. Failure of the District to require changes in the Plans prior to their approval shall not be a waiver of the District's right to require changes in the Plans during the course of Work. The Developer is responsible to ensure the Plans designed by Developer's Engineer conform in all respects to District Specifications. Failure of the District to discover errors, omissions or discrepancies in the Plans shall not relieve the Developer of this responsibility.

8. Preparation of Plans by Developer's Engineer.

If Developer retains an engineer, then the following requirements apply:

- (a) Developer must obtain District approval of Developer's Engineer;
- (b) Before commencing preparation of the Plans, Developer must:
 - (1) Obtain official preliminary plat approval for Developer's project using a minimum scale of one (1) inch equals fifty (50) feet;
 - (2) File with the District Engineer the road and storm sewer plans and profiles for the project; and
 - (3) File with the District Engineer a contour map of the project with contour intervals of five (5) feet or less and using a scale of one (1) inch equals fifty (50) feet. All data to be based on USCGS data.

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(c) Upon completion of 8(b), the District and the Developer and Developer's Engineer will hold a pre-design meeting approximately ten (10) working days after completion of 8(b). The Developer shall arrange for the conference and the attendance of concerned parties.

(d) At the pre-design meeting, the Developer's Engineer shall submit to the District a conceptual plan for the utility development of the project.

(e) After preliminary review of the conceptual plan, Developer's Engineer shall submit to the District Engineer a preliminary design and Plan for review and approval. The District Engineer shall have the right to require changes in the preliminary design and Plan.

(f) After approval of the preliminary design and Plan by the District Engineer, Developer's Engineer shall prepare a proposed final Plan and submit three (3) copies to the District Engineer and two (2) copies to the District for review by the District.

(g) After completion of all required changes to the preliminary Plan, if any, the District shall consider the final Plan for approval. The District shall have the right to approve, reject, or require changes to the final Plan.

(h) The District's approval of the Plan shall be noted on the original mylar drawings.

(i) The Developer's Engineer shall submit copies of the approved Plan to the District so that the District can apply for necessary permits and approvals. The Developer's Engineer shall notify the District of any permits required. Should changes to the Plan be required to obtain permits and approvals, then Developer's Engineer shall make all required changes.

9. Easements.

All easements shall be obtained by the Developer in a form satisfactory to the District without cost to the District. Executed copies of off-site easements shall be delivered to the District prior to the preconstruction conference. Other easements shall be delivered to the District prior to the acceptance of the extension(s). The Developer shall provide the District's Engineers with supporting data to verify the location of all easements. All easements shall be a minimum of fifteen feet in width for water system extension and 20 feet for sewer system extension, and shall be clearly written in a manner that the easement can be plotted from the description. Developer shall upon request provide the District satisfactory title insurance insuring without exception the District's interest in all easements conveyed to the District.

Permanent easements shall be conveyed to the District free of any permanent structures or other structures which interfere with District maintenance and repair responsibilities. Developer further covenants and agrees not to construct or install such structures on or near the easement after District has accepted the extension.

10. Liability Insurance.

The Developer shall procure from insurance companies which have an A.M. Best rating of "A VII" or better commercial general liability and automobile liability insurance against liability to the developer, the District, the engineer and the District employees for negligent injury to person or property resulting from performance, supervision, or inspection

of the work. The District shall be named as an additional insured under such policy. Proof of the existence of such insurance shall be provided to the District in a form acceptable to the District. The minimum limits of coverage shall be as follows:

General Aggregate	\$1,000,000.00
Products - Comp/OPS Aggregate	1,000,000.00
Personal Injury	1,000,000.00
Each Occurrence	1,000,000.00
Automobile Liability	1,000,000.00

The District shall be given at least 45 days written notice of cancellation, non-renewal, material reduction or modification of coverage. Such notice shall be by "certified mail".

The coverage as provided by the Developer's insurance policies are to be primary to any insurance maintained by the District, except with respect to losses attributable to the sole negligence of the District. Any insurances that might cover this Agreement which are maintained by the District shall be in excess of the Developer's insurance and shall not contribute with it.

The Developer's insurance policy shall protect each insured in the same manner as though a separate policy had been issued to each. The inclusion of more than one insured shall not affect the rights of any insured with respect to any claim, suit or judgment made or brought by or for any other insured or by or for any employee of any other insured.

The general aggregate provisions of the Developer's insurance policy shall be amended to show that the general aggregate limit of the policies apply separately to this project.

The Developer's insurance policy shall not contain a deductible or self-insured retentions in excess of \$10,000 unless approved by the District.

The Developer's insurance policies shall contain a provision that the District has no obligation to report events which might give rise to a claim until a claim has been filed with the District's Board of Commissioners.

Providing coverages in the stated amounts shall not be construed to relieve the Developer from liability in excess of such limits.

11. Indemnity.

The Developer shall indemnify, defend and hold the District and all of its representatives harmless from and against all losses and claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against the District by reason of the act or omission of the Developer, his agents or employees, in the performance of the work, and for any cost or expense incurred by the District in connection therewith, including overhead expense, legal expense, reasonable attorney's fees and costs attributable thereto; and if suit in respect to the foregoing is filed, then Developer shall appear and defend the same at its own cost and expense, and if judgment is rendered or settlement made requiring payment of damages by the District, then the Developer shall pay the same.

Developer agrees to hold District harmless from any liability or expense, including reasonable attorney's fees incurred by District by reason of Developer's (or Developer's employees or contractors) breach of any covenant contained in any franchise or permit granted by state, city, or public or private utility to District for the purpose of enabling Developer to undertake construction within any right-of-way.

Developer further agrees that if any official complains to the District that Developer is violating such franchise or permit in any respect, or if Developer damages any District's facilities, then the Manager shall give Developer such notice as is reasonable under the circumstances to comply with such franchise or permit or to make repairs or restoration. If the District deems it necessary to make any repairs or restoration (emergency or otherwise), then the Developer shall reimburse the District for the cost thereof.

In any claim against the District, its agents or employees by any employees of the Developer, its contractor, or any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation contained herein shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Developer, Contractor, or any subcontractor under Workmen's Compensation Acts, Disability Benefit Acts, or other employee benefit acts. THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

12. Warranties of Developer – Water and Sewer.

The bill of sale provided by the Developer to the District transferring ownership of the extension (water or sewer) shall contain the following warranties with the District as beneficiary:

(a) That Developer owns the extension free and clear of all encumbrances and Developer has full authority to transfer title thereto to the District and will defend the title of the District against the claims of all third parties claiming to own the same or claiming any interest therein or encumbrance thereon; and

(b) That all bills and taxes relating to the construction and installation of the extension and appurtenances have been paid in full and there are no lawsuits pending involving this project. If any lawsuit is filed as a result of, or involving, this project, then the Developer will undertake to defend the lawsuit and will accept responsibility for all costs of litigation, including costs on appeal, and will hold the District harmless on any judgment rendered against the District; and

(c) That Developer complied with all laws and ordinances respecting construction of this project, and the extension is in proper working condition, order and repair, and is adequate and fit for the intended purpose of use as a (water)(sewer) system and as an integral part of the (water supply and distribution)(sewer collection) system of the District, and the extension has been constructed in accordance with the conditions and standards of the District; and

(d) That for a period of two (2) years from the date of final acceptance of the extension by the District, the extension and all parts thereof shall remain in proper working condition, order and repair; and Developer shall repair or replace, at its expense, any work or material which proves defective during the period of the warranty.

In addition, Developer shall obtain warranties and guaranties from its subcontractor and/or suppliers where such warranties or guaranties are specifically required in this Agreement. When corrections of defects occurring within the warranty period are made, Developer shall further warrant corrected work for two (2) years after acceptance of the corrected work by the District.

13. Correction of Defects Occurring Within Warranty Period.

When defects in the extension(s) are discovered within the warranty period, Developer shall start work to remedy any such defects within seven (7) calendar days of notice by the District and shall complete such work within a reasonable time. In emergencies, where damages may result from delay or where loss of service may result, corrections may be made by the District, and the cost thereof shall be paid by the Developer. If the Developer does not commence and/or accomplish corrections within the time specified, then the work may be accomplished by the District, and the cost thereof shall be paid by the Developer.

Developer shall reimburse the District for expenses incurred by the District resulting from defects in the Developer's work, including actual damages, costs of materials and labor expended by the District in making repairs and the cost of engineering, inspection and supervision by the District or the District's Engineer.

14. Performance Guarantee or Cash Bond.

(a) **Performance Guarantee.** Developer shall, if requested, furnish to the District prior to the pre-construction conference a performance guarantee of a type and in a form as determined by the District in an amount equal to either the engineer's estimated cost of the extension(s) or the contractor bid price(s). The performance guarantee shall require completion of all work in accordance with the Agreement, the Plans and Specifications and other requirements of the District within a period of eighteen (18) months from the date of acceptance of the plans by the Board. The District in its sole discretion may also require a payment bond of a type and in a form as determined by the District requiring the payment by the developer of all persons furnishing labor and materials in connection with the work performed under the Agreement, and shall hold the District harmless from any claims therefrom. Any payment bond required by the District shall be provided to the District prior to the pre-construction conference. No third person or party shall have any rights under any performance guarantee the District may require from the developer and such is provided entirely for the benefit of the District and the developer and their successors in interest.

(b) **Cash Bond.** The Applicant shall post with the District a \$1,000 Cash Bond for each water extension and each sewer extension. The required Bonds shall be larger if the District determines that circumstances indicate a larger amount is required. The Bond(s) shall be used as a performance guarantee for proper completion of the extension(s) and repair of any defective material and workmanship. Bond(s) shall be held by the District for a period of two years following the date of final acceptance of the water and/or sewer extensions by the District. Developer shall be responsible for any defective material or workmanship, including road settlement or pavement damage for two years after date of final acceptance of the extension. The Cash Bond(s) shall be deposited with the District prior to release of engineering Plans by the District. If the Developer terminates the project prior to construction of the water and/or sewer facilities, and the District incurs expenses greater than the amount collected from the Developer, then such additional expenses shall be deducted from the Cash Bond before returning to Developer.

15. Maintenance Bond.

Acceptance of the extension(s) by the District shall not relieve the Developer of the obligation to correct defects in labor and/or materials as required herein. Prior to acceptance of the extension(s) by the District and the transfer of title thereto, the Developer shall furnish

to the District a maintenance bond (cash or bond) which shall continue in force from the date of acceptance of the extension(s) for a period of two (2) years. The bond shall be in a form acceptable to the District and shall require the Developer and/or the bonding company to correct the defects in labor and materials which arise in the system(s) for a period of two years from the date of acceptance of the system(s) and transfer of title. The maintenance bond shall be in an amount equal to ten (10) percent of the cost of the extension(s), but not less than two thousand dollars (\$2,000.00). A precondition of the District's release of the maintenance bond shall be payment by the Developer of all outstanding expenses incurred by the District pursuant to this Agreement.

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16. Completion Bond. If the Developer completes the extension(s) and desires service prior to the final paving of streets within the development, then at the District's option and as a condition of service, a cash completion bond shall be deposited with the District in an amount to be determined by the District Engineer to cover the cost of work yet to be completed in conjunction with the final paving.

17. Liens.

Prior to acceptance of the extension(s), the Developer shall deliver to the District a complete release of all liens that arise out of the performance of the work or such other evidence as may be acceptable to the District that there are no liens against the work. If any lien arises or remains unsatisfied after acceptance of the work, then the Developer shall reimburse the District for any costs incurred on account thereof, including reasonable attorneys' fees.

18. Limitation of Period of Acceptance.

The extension(s) shall be completed and accepted within eighteen (18) months of the date of this Agreement; otherwise, this Agreement and all of the Developer's rights herein shall terminate and cease, unless this Agreement is extended in accordance with District policy. If the Agreement terminates, then the Developer shall be required to make a new application for extension agreement to the District. Any new agreement or any extension of a prior agreement shall be subject to any new or amended resolutions, policies, or standards and specifications which have taken effect since the execution of the terminated or extended agreement.

19. Final Acceptance - Conditions Precedent.

Compliance with all terms and conditions of this Agreement, the Plans and Specifications prepared hereunder and other District requirements is a condition precedent to the District's obligation to allow connection to the District's system, to accept the bill of sale to the extension(s), to maintain and operate the extension(s), and to provide service to the real property described in this Agreement.

The District shall not be obligated to accept title to the extension(s) or to provide service to the property described in this Agreement if construction by third parties of facilities to be deeded to the District has not been completed and those facilities are necessary to provide service to the property described in this Agreement.

The District shall not be obligated to allow service connections to its system until all system development fees and/or connection charges in effect on the date of application for service have been paid.

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20. Procedure for Acceptance.

Acceptance of title to the extension(s) will be by the Board of Commissioners of the District. Prior to acceptance, a bill of sale containing the warranties required by this Agreement shall be executed by the Developer and any additional owners and delivered to the District. There will be no conditional acceptance or acceptance for use and operation.

21. Date of Final Acceptance.

The date of final acceptance for the two-year warranty will not begin until the project is accepted by Resolution of the Board of Commissioners.

22. Effect of Acceptance.

Acceptance of the extension(s) by District transfers ownership of the extension(s) to the District. The extension(s) becomes part of the District's public system subject to District rules and regulations, conditions of service, and service charges.

23. Rates and Charges.

The property described in this Agreement shall be subject to all rates and charges established by the District.

24. Subcontracting.

Developer is fully responsible for the acts and omissions of subcontractors and persons employed, directly or indirectly, by subcontractors, as well as the acts and omissions of Developer's employees.

25. No Assignment Without District Approval.

This Agreement and Developer's rights and responsibilities hereunder are not assignable unless District consent is obtained prior to any proposed assignment. Any District approved assignment shall be in writing in a form approved by District and filed with the District by the Developer.

26. Laws to be Observed.

The Developer and the Contractor shall comply with all federal, state, and local laws, ordinances and regulations that affect the work that is the subject of this Agreement. The Developer shall pay all expenses incurred for complying with such laws, ordinances and regulations.

27. District Resolutions and Fines.

District Resolutions may impose fines for violating terms and their conditions. Specification of these Resolutions is not intended to be inclusive or limiting, and the Developer hereby agrees to comply with all District Resolutions and to ensure compliance with District Resolutions by the Developer's agents. Developer agrees to pay any fine imposed pursuant to District Resolutions.

28. No Third Person Shall Have any Rights Hereunder.

This agreement is made only for the benefit of the District and the Developer and successors in interest and no third person or party shall have any rights hereunder whether by agency or as a third-party beneficiary or otherwise.

29. Governing Law/Forum.

This agreement shall be construed and enforced in accordance with the law of the State of Washington. Any suit to enforce the provisions of the agreement shall be brought in the Superior Court of King County, Washington.

30. Remedies Available to District.

If the Developer fails to pay any fees and charges or fines when due as determined by the District, then the charge or fine shall be delinquent and shall accrue interest at the highest legal rate per annum until paid. In addition to other remedies, the District shall be entitled to file a lien against the Real Property referenced herein in the event of nonpayment and to foreclose such lien pursuant to RCW 56.16.100-110 and RCW 57.08.080-090.

31. Costs of Litigation.

If either the District or the Developer commences any legal action relating to the provisions of this agreement, then the prevailing party shall be entitled, to recover all costs of litigation, including but not limited to costs, witness, expert and reasonable attorney's fees, including all such costs and fees incurred on appeal.

In any litigation arising out of this Agreement or related to this project to which the District is not a party the Developer will reimburse the District for all of its costs and expenses, including attorney's or engineer's fees, incurred as a result of such litigation.

32. Notice.

Any notice required by this Agreement to be given by the District to the Developer shall be given at the following address:

Name	Phone	Address
Leon Hussey	885-5678	12323 180th Avenue N.E., Redmond, WA 98052
Don Smith	821-2006	17713 N.E. 124th Street, Redmond, WA 98052

33. General Provisions, Technical Details, and Specifications.

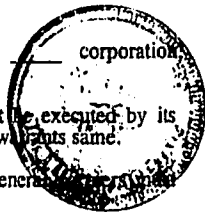
Refer to the Standard Water and/or Sewer Specifications of the Woodinville Water District for Developer Extensions for General Provisions, Water and Sewer Standard Specifications, and Standard Details, which are incorporated by reference herein and made a part of this Agreement.

9306171880

34. Complete Agreement.

This Agreement constitutes the entire agreement between Developer and District with respect to the rights and responsibilities of both parties in regard to Developer project referred to herein. For purposes of identification, this Agreement shall be assigned a number by the District, which number shall be endorsed on the first page of the Agreement. This Agreement may be changed in writing only upon mutual agreement of the Commissioners of the District and Developer.

DEVELOPER, DON A SMITH ELAINE SMITH / LEON HUSSEY, a corporation
partnership, joint venture, sole proprietorship.



- NOTE:
1. If the Developer is a corporation, this Agreement must be executed by its duly authorized representative and the Developer hereby warrants same.
 2. If the Developer is a partnership, at least one of the general partners shall sign this Agreement and indicate his/her capacity as such.
 3. If the Developer is a joint venture, each joint venturer shall sign. One may sign on behalf of the others pursuant to a power of attorney.

9306171880

DATED this 9 day of JUNE, 1993

By Don A Smith Elaine Smith
(print/type name)
Don A Smith Elaine F Smith

By L.R. Hussey III
(print/type name)
L.R. Hussey III

Owner



STATE OF WASHINGTON)
COUNTY OF KING) ss.

I certify that I know or have satisfactory evidence that Elaine E. Smith and Don A. Smith are the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated June 9, 1993
Deanna Gilbert
Notary Public in and for the State
of Washington, residing at Edmond Ave
My Appointment Expires 1-30-96



STATE OF WASHINGTON)
COUNTY OF KING) ss.

I certify that I know or have satisfactory evidence that L.R. Hussey III is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated June 19, 1993
Deanna Gilbert
Notary Public in and for the State
of Washington, residing at Edmond Ave
My Appointment Expires 1-30-96



THE FOREGOING APPLICATION of _____
accepted this 16 day of June, 1993.

WOODINVILLE WATER DISTRICT

By [Signature]
Its General Manager

9306171880

STATE OF WASHINGTON)
COUNTY OF KING) ss.

I certify that I know or have satisfactory evidence that Robert Bzdarra is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the General Manager of WOODINVILLE WATER DISTRICT, a municipal corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

9306171880



Dated June 14, 1993
DeAnna Gilbert
Notary Public in and for the State
of Washington, residing at Edmond
My Appointment Expires 1-30-96

EXHIBIT "D" TO ADDENDUM
TO INTERLOCAL AGREEMENT

AGREEMENT CONCERNING WATER SERVICE

WHEREAS, the undersigned are the owners of certain real property located in King County, Washington within the Utility Service Area Boundaries of the City of Redmond.

WHEREAS, said owners desire to obtain water service from the Woodinville Water District, and pursuant to an interlocal agreement between the Woodinville Water District and the City of Redmond dated October 1, 1992 a copy of which is attached hereto as Exhibit "A", ("the interlocal agreement") the consent of the City of Redmond is required for the District to provide water service within redmond's Utility Service Area south of N.E. 124th Street, and certain agreements on the part of the owners of property to be served relating to annexations and formation of local improvements districts or utility local improvement districts are required by the interlocal agreement, and

WHEREAS, in order to induce the City of Redmond to grant consent for the District to provide water service to that portion of the development located within Redmond's Utility Service Area and to comply with the requirements of the interlocal agreement relating to annexation and Local Improvement Districts (LID)/Utility Local Improvement Districts (ULID), the undersigned owners, on behalf of themselves, their heirs, successors and assigns, intending the City of Redmond to be a beneficiary of this agreement, hereby covenant and agree as follows:

1. Annexation to City of Redmond. The undersigned owners understand that at some future date the City of Redmond may desire to annex all or part of the property described on Exhibit "B" to the City and that annexation will result in the following consequences:
 - a. King County ordinances, resolutions, rules and regulations will cease to apply to the property upon the effective date of annexation;

PLEASE RETURN TO:
ALLA SEVICK Thomason
CITY OF REDMOND
15470 NE 85TH ST
REDMOND, WA 98052

WATER/SEWER UTILITY

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- b. City of Redmond ordinances, resolutions, rules and regulations will begin to apply to the property upon the effective date of annexation;
- c. Governmental services, such as police, fire and utility service, will be provided to the property by the City of Redmond upon the effective date of annexation;
- d. The property may be required to assume all or any portion of the City of Redmond indebtedness existing at the time of annexation and property tax rates and assessments applicable to the property may be higher or lower than those applicable prior to the effective date of annexation;
- e. Zoning and land use regulations applicable to the property after annexation may be different from those applicable to the property prior to annexation; and
- f. All or any portion of the property may be annexed and the property may be annexed in conjunction with, or at the same time as, other property in the vicinity.

With full knowledge and understanding of these consequences of annexation and with full knowledge and understanding of owners rights to oppose annexation of the property to the City of Redmond, owners agree to sign a petition for annexation to the City of property including all or part of the property described on Exhibit "B" as provided in RCW 35.14.120, as it now exists or as it may hereafter be amended, at such time as the owners are requested by the City to do so. The owners also appoint the Mayor of the City as owners' attorney-in-fact to execute an annexation petition on owners' behalf in the event that owners shall fail or refuse to do so and agree that such signature shall constitute full authority from the owners for annexation as if owners had signed the petition themselves. Owners further agree not to litigate, challenge or in any manner contest, annexation to the City. This agreement shall be deemed to be continuing, and if owners' petitions for whatever reason, including a decision by the City not to annex, owners agree to sign any and all subsequent petitions for annexation. In the event that any property described on Exhibit "B" is subdivided into smaller lots, and/or ownership thereof is transferred, the purchaser or other transferee of each subdivided lot or other portion or the entirety of the property shall be bound

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REDMOND, WA 98073

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by the provisions of this paragraph and by purchasing or otherwise assuming an ownership interest designates the Mayor of Redmond as attorney-in-fact as provided above.

2. Waiver of Right to Protest Formation of LID/ULID. The undersigned owners acknowledge that the entire property legally described on Exhibit "B" would be specially benefited by the following utility improvements (specify):
1. Future storage facility to be constructed by Redmond or others to serve the property
 2. Future water supply connection by Redmond to City of Seattle Tolt Supply System
 3. Future water transmission/distribution mains which connect the site to City of Redmond water supply and storage facilities including, but not limited to water mains in the following streets, private roads or easements:
 - a. 184th Avenue N.E.
 - b. N.E. 124th Street extended
 - c. N.E. 123rd Street extended
 - d. N.E. 122nd Street extended
 - e. 172nd Avenue N.E. extended
 - f. 180th Avenue N.E. extended
 - g. N.E. 178th Street extended

Or by improvements providing substantially equivalent service to the property. Owners agree to sign a petition for the formation of an LID or ULID for all or any of the specified or substantially equivalent improvements at such time as one is circulated and owners hereby appoint the Mayor of the City as their attorney-in-fact to sign such a petition in the event owners fail or refuse to do so. By purchasing or otherwise acquiring an ownership interest in all or any part of the property, all transferees thereby so designate the Mayor of the City as attorney-in-fact.

With full understanding of owners' right to protest formation of an LID or ULID to construct such improvements pursuant to RCW 35.43.180, owners agree to participate in any such LID or ULID and to waive their right to protest formation of the same. Owners shall retain the right to contest the method of calculating any assessment and the amount thereof, and shall

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WATER/SEWER UTILITY

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further retain the right to appeal the decision of the City affirming the final assessment roll to the superior court. Notwithstanding any other provisions of this agreement, this waiver of the right to protest shall only be valid for a period of ten (10) years from the date this agreement is signed by the owners.

- 3. Covenant Running With Land/Binding on Successors. The covenants and agreements set forth herein shall be covenants running with owners' land identified on Exhibit "B" hereto and shall be binding upon the parties, their heirs, assigns, and successors in interest. Owners acknowledge and stipulate that the agreements and covenants contained herein benefit utility and other property owned by the City by facilitating future expansion of redmond's water utility system. This agreement shall be recorded with the King county department of records and Elections.

9308200468

DATED this 15^R day of July, 1993



OWNER(S)
[Signature]
DAVID BOSTIC

STATE OF WASHINGTON }
 COUNTY OF King } ss:

I certify that I know or have satisfactory evidence that DAVID BOSTIC signed this instrument and acknowledged it to be (his/her) free and voluntary act for the purposes mentioned in this instrument.

DATED this 15 day of July, 1993

Margo A. Gockel
 NOTARY PUBLIC
 My commission expires: 9-11-96

PLEASE RETURN TO:
 CITY OF REDMOND
 15670 NE 85TH ST
 REDMOND, WA 98052

WATER/SEWER UTILITY

Page 1
Exhibit A

**ADDENDUM TO INTERLOCAL AGREEMENT BETWEEN
REDMOND AND WOODINVILLE WATER DISTRICT
WATER SERVICE TO AN AREA BETWEEN 177th Avenue N.E. AND
184TH AVENUE N.E.**

WHEREAS, the City of Redmond, Washington ("Redmond") and the Woodinville Water District ("the District") are parties to that certain interlocal agreement ("the interlocal agreement") dated July 13, 1988, which designates the common service area boundary between the District and Redmond, and

WHEREAS, Redmond and the District desire to supplement such agreement pursuant to paragraph 12 thereof to enable the District to provide water service to a portion of residential development south of the common service area boundary,

NOW, THEREFORE, IT IS HEREBY COVENANTED AND AGREED AS FOLLOWS:

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1) Description of Service Area Boundary

Redmond and the District agree that the District may provide water service to the properties described in Exhibit "A", attached hereto.

2) Consent to Service by District

The City of Redmond hereby consents to allow the District to provide water service to those properties included within Redmond's water and sewer service area boundary per the method described in Section 2(b) of the July 13, 1988 Interlocal Agreement.

3) Service Extension, Approval of Plans and Specs.

Water service to said properties shall be subject to the terms of the form attached hereto as Exhibit "C" and depicted in Exhibit "B". Redmond and the District agree that the water improvements shall be designed and constructed in accordance with the standards of Redmond or the District, whichever is more stringent. The District shall submit plans and specifications for facilities which will be used to provide such service to the Redmond Utility Engineer for approval. Approval or rejection of the plans and specifications shall be based upon compliance with Redmond water service, fire flow, and construction standards.

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15870 NE 05TH ST
REDMOND, WA 98052

WATER/SEWER UTILITY

4) Property Owner Agreement

Prior to making any commitment to extend facilities or provide service within Redmond's service area, the District shall procure and provide to Redmond written agreements signed by each owner of property within the Redmond service area which will be served pursuant to this agreement in the form attached hereto as Exhibit "D". The original of such agreements shall be provided to Redmond and Redmond shall record the agreement with the King County Department of Records and Elections.

5) Assumption of Service Area and Ownership of Facilities

- a. Upon annexation of all or a portion of the subject properties to the City of Redmond, or upon extension of Redmond's water facilities which will enable connection of the water facilities serving the properties to Redmond's facilities. Redmond, at its option, may elect to assume the rights and responsibilities of providing water service to any or all of the subject properties. This option may be exercised by giving written notice of such election to the District no less than 90 days prior to the proposed effective date of assumption of water serve by Redmond. Upon agreement with the District, Redmond may purchase water from the District required to service such portion of the development at the then current District wholesale rate, which is defined in the Interlocal Agreement.
- b. Upon the effective date of the transfer of rights and responsibility to provide water service to the City of Redmond pursuant to this section, the District shall quit claim and transfer to Redmond all of its rights in and title to all water mains, transmission and service lines, hydrants and other facilities located in Redmond's service area. Appropriate bills of sale and all other conveyances necessary to effectuate complete transfer of the District's interest shall be provided by the District to Redmond.
- c. The District shall cooperate in making a physical connection to the Redmond facilities and in performing such minor alterations to its facilities as may be required in order to complete the connection with

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15670 NE 85TH ST
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WATER/SEWER UTILITY

Redmond facilities at Redmond's sole expense. The District shall also cooperate in the transfer of all customer and billing information reasonably required for Redmond to assume and perform utility billing functions.

d. No connection fee or other charge shall be assessed by Redmond upon those customers receiving service at the time of transfer of responsibility for water service from the District to Redmond.

6. Remainder of Agreement Unchanged

Except as stated above, the interlocal agreement between the District and Redmond shall remain unchanged and in full force and effect.

DATED this 1st day of October, 1992.

9308200468

CITY OF REDMOND
By [Signature]
Its MAYOR

APPROVED AS TO FORM:
OFFICE OF THE CITY
ATTORNEY
BY [Signature]

WOODINVILLE WATER
DISTRICT
By [Signature]
Its President

By [Signature]
Its Secretary

C:\SHARON\INTRCL.DOC

PLEASE RETURN TO

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REDMOND, WA 98072

WATER/SEWER UTILITY

Page 4
Exhibit A

EXHIBIT "A"

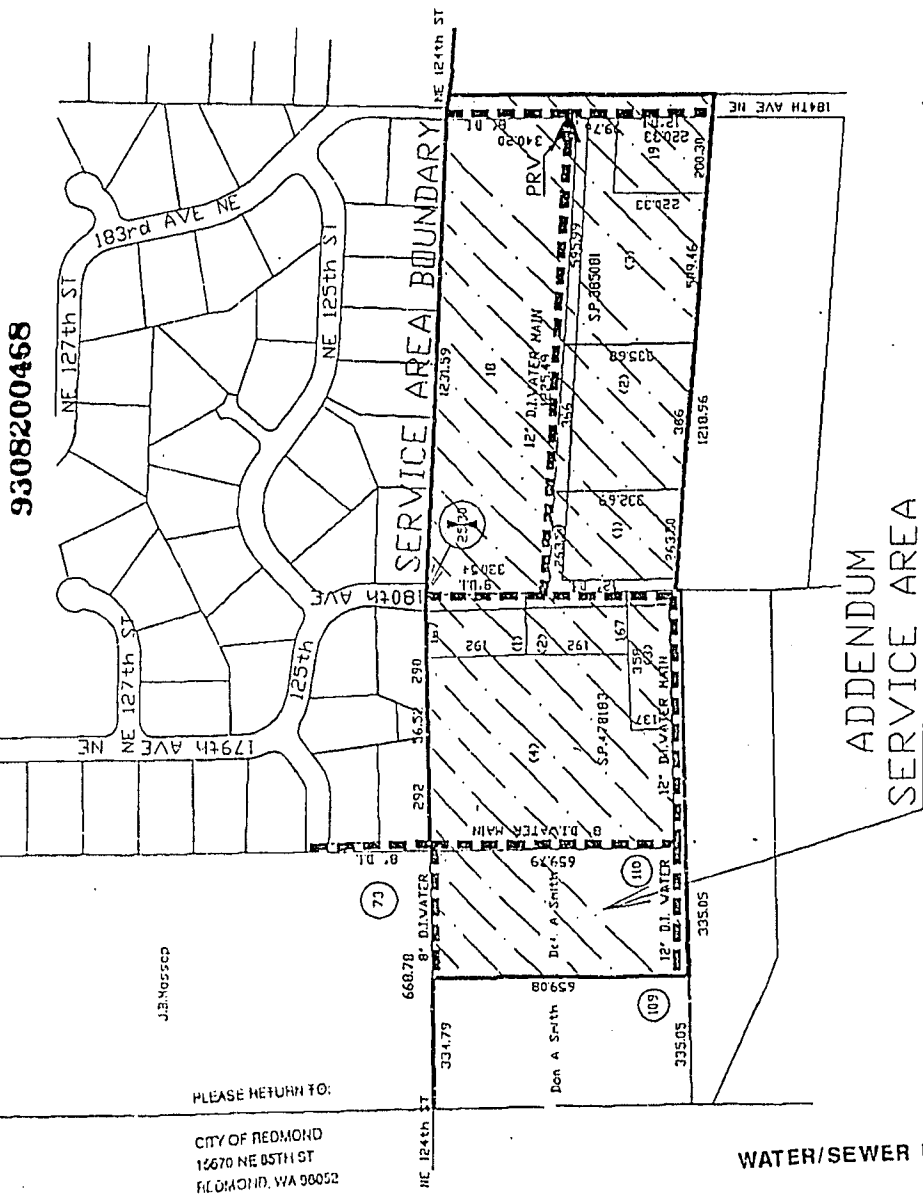
1. East 5 acre parcel owned by Don A. Smith (Tax lot 110)
2. Lot 1 of S.P. 478183
3. Lot 2 of S.P. 478183
4. Lot 3 of S.P. 478183
5. Lot 4 of S.P. 478183
6. Lot 18 Richland Acres No. 3 (unrecorded)
7. Lot 1 of S.P. 385081
8. Lot 2 of S.P. 385081
9. Lot 3 of S.P. 385081
10. Portion of Lot 19 Richland Acres No. 3 (unrecorded)

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REDMOND, WA 98053

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EXHIBIT B



9308200468

J.B. MOSELEY

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CITY OF REDMOND
15670 NE 15TH ST
REDMOND, WA 98052

WATER/SEWER UTILITY

EXHIBIT "C"

Subsequent to any future development or request for service each property shall construct that portion of the following improvements which is located on or adjacent to the property:

9308200468

Connect to the existing main in N.E. 125th Street and extend an 8-inch main south in 178th Avenue N.E. (extended) to the south property line of Lot 4, S.P. 478183. Connect to this main at N.E. 124th Street (extended) and N.E. 122nd Street (extended) and extend an 8-inch and 12-inch main respectively to the west property line of Don A. Smith's east lot. Connect to the 8-inch main at the southwest corner of Lot 4, S.P. 478183 and extend a 12-inch main to 180th Avenue N.E. (extended). Continue the 12-inch main in 180th Avenue N.E. to N.E. 123rd Street (extended) then easterly in N.E. 123rd (extended) to the right-of-way of 184th Avenue N.E. Extend the 12-inch main south in 184th Avenue N.E. to the southerly property line of Lot 19. Connect to the 12-inch main in 184th Avenue N.E. and extend an 8-inch main north to the existing Woodinville main. Connect to the 12-inch main located northwest of Lot 1, S.P. 385081, and extend an 8-inch main north to the existing main located in 180th Avenue N.E. Install a pressure reducing station on the 12-inch main north of Lot 3, S.P. 385081. Provide all appropriate easements and right of way dedications to contain the waterline improvements.

Redmond recognizes that Woodinville currently provides water service to Lots 1, 2, and 3 of S.P. 478183 and Lots 1, 2, and 3, of S.P. 385081 and that service will continue without construction of these improvements.

Water service may be provided to the existing home on tax lot 110 (Smith) and the proposed home on Lot 4 S.P. 478183 (Hussey) by constructing an 8-inch main from N.E. 125th Street to 10 feet south of the north property line of the parcels with a fire hydrant. The mains in N.E. 124th Street (extended) and N.E. 122nd Street (extended) fronting these parcels and the main in 178th Avenue N.E. (extended) shall be constructed prior to any additional development or subdivision of the properties and an agreement between Redmond, Woodinville, and the property owners shall be recorded which establishes this covenant.

PLEASE RETURN TO:

CITY OF REDMOND
15670 NE 85TH ST
REDMOND WA 98057

WATER/SEWER UTILITY

AUG-11-93 WED 11:17 THE WESTBROOK CORP. P. 22

EXHIBIT "B"

THE NORTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4
OF THE SOUTHWEST 1/4 OF SECTION #), TOWNSHIP 26 NORTH,
RANGE 6 EAST W.M.;

EXCEPT THE EAST 30 FEET AS COVEYED TO KING COUNTY FOR
ROAD PUPOSES BY DEEDS RECORDED UNDER RECORDING NOS.
3028938 AND 3030610;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

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PLEASE RETURN TO

CITY OF REDMOND
15670 NE 65TH ST
REDMOND, WA 98052

WATER/SEWER UTILITY



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PAGE 001 OF 044
08/29/2002 08:49
KING COUNTY, WA

Please Return To

City of Redmond - CHPWD
Public Works Department
P.O. Box 97010
Redmond, WA 98073-9710

WASHINGTON STATE COUNTY AUDITOR/RECORDER/S
INDEXING FORM (Cover Sheet)

2002 082 9000113

Document Title(s) (or transactions contained therein)

- 1 Reimbursement Agreement (RA 02-001)
2. NE 116th Street Sanitary Sewer

Reference Numbers of Documents assigned or released
on page of document

Grantor(s) (Last name first; then first name and initials)

1. John F Buchan Construction (Thornton, Dennis E)
- 2
3. Additional names on page __ of document

Grantee(s) (Last name first, then first name and initials)

1. City of Redmond
- 2.

Additional names on page __ of document

Legal Description: (abbreviated form i.e. lot, block, plat name, section-township-range)
Portions SE25,T26N,R5E WM; SW25,T26N,R5E WM, NE36,T26N,R5E WM;
NW36,T26N,R5E WM; City of Redmond, King County, Washington

Additional legal is included as "Exhibit A"

Assessor's Property Tax Parcel Account Number(s)
See Attached Table B-2

City of Redmond Reference:

Project Number DE 99-068 Project Name Whistler Ridge

Permit Numbers _____

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.
Please Return To

F036 (9/99)

**REIMBURSEMENT AGREEMENT FOR
UTILITY IMPROVEMENTS**

THIS AGREEMENT is made and entered into between the City of Redmond, hereinafter "the City", and John F Buchan Construction Inc., hereinafter, "Owner".

WHEREAS, the City of Redmond is a Washington Optional Municipal Code City, and as such has the power, pursuant to RCW Chapter 35 91 to contract with Owners of real estate for the construction of utility improvements and to provide for partial reimbursement of the costs of such construction, and

WHEREAS, the Owner is desirous of developing real estate, and in compliance with City standards will construct utility improvements to serve that real estate and the public, and are willing to convey such improvements to the City as provided herein, and

WHEREAS, said facilities will benefit other properties and relieve the developers of those properties from the burden of construction of similar facilities, and Owner should therefore receive reimbursement from the owners of such other properties of a fair share portion of the cost of construction of the facilities, now, therefore,

IN CONSIDERATION OF THE MUTUAL BENEFITS and conditions hereinafter contained, the parties hereto agree as follows

1 CONSTRUCTION OF PUBLIC IMPROVEMENTS Owner warrant that the utility improvements described in Exhibit A, attached hereto and incorporated herein by this reference as if set forth in full, hereinafter the "Improvements" or "Facilities", will be constructed according to applicable City standards and according to plans approved by the City All costs for engineering, design, construction and inspection of said facilities, whether incurred by the City or by the Owner, shall be paid by the Owner.

2 BENEFITTED AREA AND REIMBURSEMENT FEES Owner and City agree that the facilities described herein will directly benefit certain property not owned by Owners which is legally described on Exhibit B, attached hereto and incorporated herein by this reference as if set forth in full, by enabling or facilitating development thereof. Pursuant to Chapter 35.91 RCW, the City agrees to charge a share of the costs of constructing said facilities against those owners of real estate located in the area described on Exhibit B who did not contribute to the original cost of the facilities constructed by the Owner under this Agreement, and who subsequently tap into or otherwise use said facilities

The City of Redmond reserves the right to determine if the properties described in Exhibit B must receive service by subsequently tapping into or otherwise using the facilities constructed

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according to the terms of this Reimbursement Agreement, or if these properties shall be served by other facilities. Nothing in this Agreement shall be construed as obligating the City of Redmond to require that the properties described in Exhibit B tap into or otherwise use or receive services from the facilities for which this Agreement is entered into, if the City determines, in its sole discretion, that such properties are better served by other facilities. If a property described in Exhibit B receives service from the City of Redmond by facilities other than those for which this Agreement is entered into, then no reimbursement fee shall be owing of that parcel under this Agreement. The schedule for reimbursement fees is attached as Exhibit C.

3. COSTS OF IMPROVEMENTS An itemized estimate of the costs of improvements which has been approved by the Director of Public Works is attached hereto as Exhibit D. Owner shall provide to the Director of Public Works documentation of the actual total costs of construction no later than thirty (30) days after completion of the improvements. In the event that the actual costs are less than the estimated costs by 10% or more, the reimbursement fees shall be recalculated by the Director of Public Works using actual cost figures and an amended schedule of fees shall be recorded by the City without the necessity for further agreement by the Owner. Owner agrees that actual costs approved by the City shall not result in recalculation of the fees.

4. REIMBURSEMENT TO OWNERS/ADMINISTRATIVE FEE During the life of this Agreement, the City shall charge and use reasonable efforts to collect such fees as are provided for herein, and upon receipt of such fees shall deduct 6% for the City's costs of administration and remit the remainder to the Owner within sixty days after receipt of the reimbursement fees. Owner agrees that the City shall not be liable for failing to collect any reimbursement fee called for by the terms of this Agreement and shall not be obligated to make any payment to Owner until the reimbursement fee has actually been received by the City. Owners agree to keep the City advised of Owner's current address, and agree that if the City is unable to deliver any reimbursement fee to Owner by forwarding the same to the last address on file with the City that, upon the expiration of 180 days from the receipt of such funds by the City, they will be retained by the City and all further obligation of this City to pay reimbursement fees shall cease. The City shall not be responsible for locating any beneficiary or survivor entitled to benefits by or through this Agreement.

5. LOCAL IMPROVEMENT DISTRICT The City agrees that, during the term of this Agreement, if a Local Improvement District is established to construct sewer and water improvements which will be connected into or will make use of the facilities constructed under the provisions of this Agreement and such District includes property identified as benefited area described on Exhibit B, the City will include, in the cost of construction of the improvements financed by the Local Improvement District or Utility Local Improvement District and in the assessments of said benefiting property, the reimbursement fees established for said benefiting property.

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6 SEGREGATION Owner agree that the City shall be authorized to make segregation of , or adjustments to, the schedule of the reimbursement fees listed in the attached exhibit C, if a benefited property is divided through subdivision or if the property(s) area charges through boundary line adjustments The City shall make the segregation or adjustment generally in accordance with the method used to establish the original reimbursement fees The segregation or adjustment shall not increase or decrease the total reimbursement fees to be paid The City may make all such segregation and adjustments without the necessity of further agreement by the Owners and shall effectuate the same by recording a revised reimbursement schedule with the King County Department of Records and Elections

7. TERMS OF AGREEMENT The fees provided for in this Agreement shall be a charge due and collected by the City The City will collect reimbursement fee for a period of 10 years from final acceptance of the improvements by the City Upon the expiration of said period this Agreement shall terminate and no obligation to pay reimbursement payments shall thereafter arise by virtue of this Agreement

8 RECORDING This Agreement shall be recorded with the King County Department of Records and Elections within thirty days of the date hereof as required by RCW Chapter 35 91 The recording of this notice shall be notice to the Owner of benefited properties that a reimbursement fee is to be paid at the time of connection of the City utility system.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed this 13th day of June, 2002

City of Redmond

Owner

Rosemarie Ives
Rosemarie Ives, Mayor

JOHN F. BROTAN CONSTRUCTION, INC.
Name Printed DENNIS E. THORNTON

ATTEST/AUTHENTICATED

By: D. E. Thornton

Bonnie Matten
City Clerk

Approved as to Form.
Office of the City Attorney

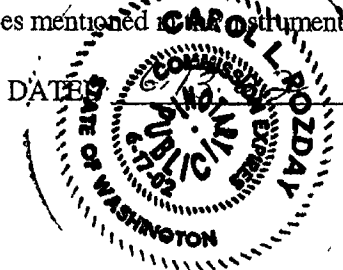
[Signature]

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2002 082 9000113

STATE OF WASHINGTON
COUNTY OF KING

I certify that I know or have satisfactory evidence that DENNIS E. THORNTON signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the PRESIDENT of **John F. Buchan Construction Inc.** to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.



Carol L. Rozday
Notary Public in and for the State of
Washington, residing at Belmont
My appointment expires 6-17-02

Attachments.

- Exhibit A - Description of Improvements
- Exhibit B - Benefited Area
 - Figure B1 - Graphical Depiction of Benefit Area
 - Table B2 - Benefit Area Parcel Legal Descriptions
 - Table B3 - Benefit Area Parcel Owners
- Exhibit C - Reimbursement Fees
 - Table C1 - Total Assessment Rolls
 - Table C2 - Assessment Rolls Based on Front Footage Charge
 - Table C3 - Assessment Rolls Based on Capacity Charge
- Exhibit D - Estimated Costs of Improvements

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Exhibit A - Description of Improvements

This Agreement provides for partial reimbursement of the costs of construction of the N E 116th Street sanitary sewer improvements for Whistler Ridge. This Agreement will include a 10-inch-diameter sanitary sewer main starting at an existing manhole on N E 116th Street at Station 77+07.71 of the Whistler Ridge off-site construction drawings and extending westerly a distance of approximately 1,067 feet to a manhole at Station 66+42.89. From that point, an 8-inch-diameter sanitary sewer main will be extended westerly a distance of approximately 470 feet to end at a manhole at the intersection of N.E. 116th Street and 174th Place N E (Station 61+72.18). The sewer main will provide manholes at the spacing required by the City and will provide 8-inch-diameter sewer main laterals north and south from the proposed main for future connection by others. This Agreement will include the sanitary sewer section shown in Figure B1.

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Exhibit B - Benefitted Area

The benefitted area is within portions of the Southeast quarter and the Southwest quarter of Section 25 and the Northeast quarter and the Northwest quarter of Section 36, Township 26 North, Range 5 East, Willamette Meridian, in the City of Redmond, King County, Washington. The benefitted area is graphically depicted on the attached Figure B1. Legal descriptions for all of the parcels within the benefitted area are provided in the attached Table B2. Owner's names for all of the parcels within the benefitted area are provided in the attached Table B3.

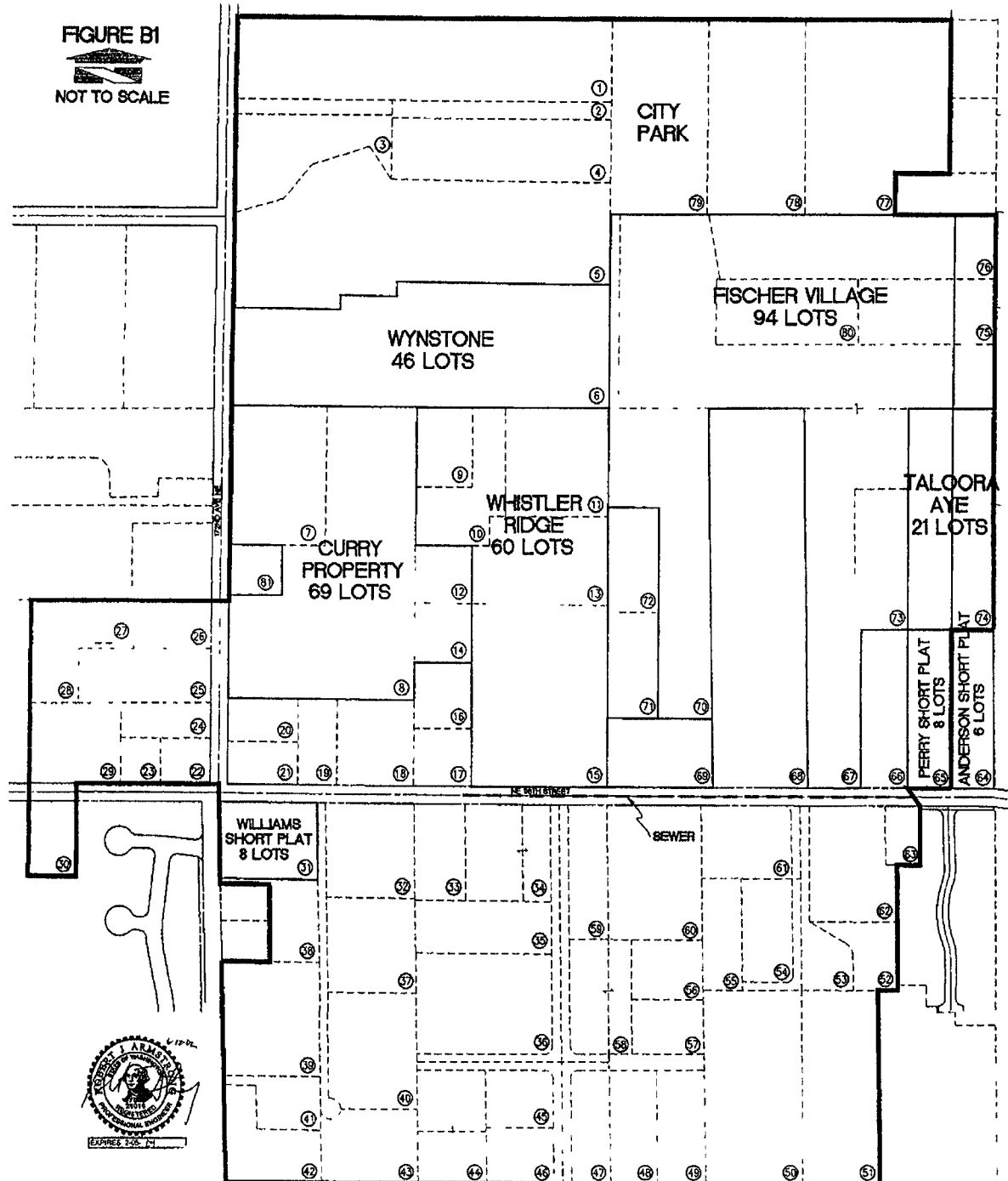
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FIGURE B1

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Table B2

Parcel (Fig. B1)	Tax Parcel I.D.	Legal Description
1	252605-9035	<p>BEGINNING on the West line of the Northwest quarter of the Southeast quarter of Section 25, Township 26 North, Range 5 East, W.M., in King County, Washington, 1044 7 feet North of the Southwest corner thereof, THENCE North 275 3 feet, THENCE East 1320 feet, more or less, to the Northeast corner of said 1/16 Section, THENCE South 275 feet, THENCE West 1320 feet, more or less, to POINT OF BEGINNING; EXCEPT the North and West 30 feet thereof for road</p> <p>The North 60 feet and the East 770 feet of the following described Tract of land BEGINNING at a point on the West line of the Northwest quarter of the Southeast quarter of Section 25, Township 26 North, Range 5 East, W.M., 641 6 feet North of the Southwest corner of said Northwest quarter of the Southeast quarter, THENCE North 72° 57' 00" East 207 feet, THENCE North 41° 12' 00" East 152 feet, THENCE North 71° 44' 00" East 210 feet, THENCE South 24° 43' 00" East 122 feet, THENCE East 770 feet, THENCE North 275 feet, THENCE West 1320 feet, THENCE South 403 1 feet to the POINT OF BEGINNING; EXCEPT the West 30 feet thereof conveyed to King County for road purposes Situate in the King County, State of Washington</p>
2	252605-9087	
3	252605-9078	<p>BEGINNING at a point on the West line of the Northwest quarter of the Southeast quarter of Section 25, Township 26 North, Range 5 East, W.M., in King County, Washington, 641 6 feet North of the Southwest corner of said Northwest quarter of the Southeast quarter THENCE North 72° 57' 00" East 207 feet, THENCE North 41° 12' 00" East 152 feet, THENCE North 71° 44' 00" East 210 feet, THENCE South 24° 43' 00" East 122 feet, THENCE East 770 feet, THENCE North 275 feet, THENCE West 1320 feet, THENCE South 403 1 feet to the POINT OF BEGINNING; EXCEPT the West 30 feet thereof conveyed to King County for road purposes, and EXCEPT the North 60 feet and the East 770 feet thereof Situate in the County of King, State of Washington.</p>
4	252605-9034	<p>The West 202 6 feet of the East 770 feet of the South 215 feet of the North 275 feet of the following described main tract BEGINNING at a point on the West line of the Northwest quarter of the Southeast quarter of Section 25, Township 26 North, Range 5 East, W.M., 641 6 feet North of the Southwest corner of said Northwest quarter of the Southeast quarter, THENCE North 72° 57' 00" East 207 feet, THENCE North 41° 12' 00" East 152 feet, THENCE North 71° 44' 00" East 210 feet, THENCE South 24° 43' 00" East 122 feet, THENCE East 770 feet, THENCE West 1,320 feet, THENCE South 403 1 feet to the POINT OF BEGINNING; EXCEPT the West 30 feet thereof conveyed to King County for road purposes, situate in the County of King, State of Washington, TOGETHER WITH a non-exclusive easement for ingress, egress, and utilities over, under and across the north 60 feet of the above described main tract, EXCEPT the East 567 4 feet also EXCEPT the South 17 36 feet of the West 468 99 feet of said North 60 feet</p>

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Parcel (Fig. B1)	Tax Parcel I.D.	Legal Description
5	252605-9033	<p>BEGINNING at a point on the West line of the Northwest quarter of the Southeast quarter of Section 25, Township 26 North, Range 5 East, W M, in King County, Washington, 322.8 feet North of the Southwest corner of said Northwest quarter of the Southeast quarter, THENCE North 318.8 feet, THENCE North 72° 57' 00" East 207 feet, THENCE North 41° 12' 00" East 152 feet, THENCE North 71° 44' 00" East 210 feet, THENCE South 24° 43' 00" East 122 feet, THENCE East 770 feet, THENCE South 350 feet, THENCE West 750 feet, THENCE South 50 feet, THENCE West 172 feet, THENCE South 50 feet, THENCE West 400 feet to the POINT OF BEGINNING; EXCEPT the West 30 feet thereof conveyed to King County under Auditor's File Nos 2723101 and 2723102 for road purposes</p>
6	252605-9014	<p>That portion of the Northwest quarter of the Southeast quarter of Section 25, Township 26 North, Range 5 East, W M, described as BEGINNING at the Southwest corner of THENCE North 322.8 feet along the West line thereof, THENCE East 400 feet, THENCE North 50 feet, THENCE East 172 feet, THENCE North 50 feet, THENCE East 750 feet to the East line thereof, THENCE South 420 feet along the East line to the South line thereof, THENCE West along the South line, 1320 feet to the POINT OF BEGINNING; EXCEPT the West 30 feet thereof conveyed to King County for road purposes, Situate in the City of Redmond, County of King, State of Washington.</p>
7	252605-9015	<p>Parcel A The West half of the Southwest quarter of the Southeast quarter of Section 25, Township 26 North, Range 5 East, W M EXCEPT the South 841.09 feet thereof, ALSO EXCEPT the East 312.00 feet thereof lying Northerly of said South 841.09 feet, ALSO EXCEPT the West 30 feet thereof conveyed to King County for road by deed recorded under Recording No. 2723788, Situate in the County of King, State of Washington.</p>

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Parcel (Fig. B1)	Tax Parcel I.D.	Legal Description
8	252605-9058	<p>Parcel B That portion of the West half of the Southwest quarter of the Southeast quarter of Section 25, Township 26 North, Range 5 East, W.M., described as follows BEGINNING at the Northeast corner of said subdivision, THENCE South 02° 03' 58" West along the Easterly line thereof 990 88 feet to the Northeast corner of the South 323 00 feet of said subdivision. THENCE North 88° 21' 05" West parallel with the South line of said subdivision 643 23 feet to the East line of the West 30 00 feet of said subdivision, THENCE North parallel with the West line of said subdivision 518 09 feet to the North line of the South 841 09 feet of said subdivision. THENCE South 88° 21' 05" East parallel with the South line of said subdivision 330 12 feet to the West line of the East 312 00 feet of said subdivision, THENCE North parallel with the East line of said subdivision 471 40 feet to the North line thereof, THENCE South 88° 35' 47" East along the North line of said subdivision 312 00 feet to the POINT OF BEGINNING EXCEPT that portion of the West half of the Southwest quarter of the Southeast quarter of Section 25, Township 26 North, Range 5 East, W.M., described as follows BEGINNING at the intersection of the East line of the West 30 feet of said subdivision with the North line of the South 841 09 feet of said subdivision, THENCE South 88° 21' 05" East, parallel with the South line of said subdivision 180 feet, THENCE South 02° 10' 56" West, parallel with the East line of the West 30 feet of said subdivision 171 feet, THENCE North 88° 21' 05" West, parallel with the South line of said subdivision 180 feet to the East line of the West 30 feet of said subdivision, THENCE North 02° 10' 56" East along said East line 171 feet, more or less, to the POINT OF BEGINNING; Situate in the County of King, State of Washington</p>
9	252605-9122	<p>Parcel A The West 195 00 feet of the East half of the Southwest quarter of the Southeast quarter of Section 25, Township 26 North, Range 5 East, W.M., EXCEPT the South 1050 00 feet thereof as measured along the West line of said East half, Situate in the City of Redmond, County of King, State of Washington. Parcel B The East half of the Southwest quarter of the Southeast quarter in Section 25, Township 26 North, Range 5 East, W.M., EXCEPT the South 850 00 feet of the West 255 00 feet, EXCEPT the South 950 00 feet of that portion lying East of said West 255 00 feet, EXCEPT the West 195 feet lying North of the South 1050 00 feet as measured along the West line of said East half, AND EXCEPT the East 360 00 feet of the remainder, TOGETHER WITH an easement for ingress, egress and utilities over the East 60 0 feet of the West 255 00 feet of the South 850 00 feet of the East half of the Southwest quarter of the Southeast quarter in Section 25, Township 26 North, Range 5 East, W.M., Situate in the City of Redmond, County of King, State of Washington</p>
10	252605-9121	<p>The East half of the Southwest quarter of the Southeast quarter of Section 25, Township 26 North, Range 5 East, W.M., in King County, Washington, EXCEPT the South 850 00 feet of the West 255 0 feet AND EXCEPT the South 950 0 feet of that portion lying East of said West 255 0 feet AND EXCEPT the 360 0 feet of the remainder TOGETHER WITH an easement for ingress, egress and utilities over the East 60 0 feet of the West 255 0 feet of the South 850 0 feet of said East half EXCEPT the South 30 0 feet thereof SUBJECT TO easement recorded under Recording No 7206260180, Easement recorded under Recording No 7206260202.</p>

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Parcel (Fig. B1)	Tax Parcel I.D.	Legal Description
11	252605-9120	The East 360 00 feet of the Southwest quarter of the Southeast quarter in Section 25, Township 26 North, Range 5 East, W M , EXCEPT the South 950 feet thereof, (Also known as Lot 3 of Short Plat No 09000, according to the short plat recorded under King County Recording No 9003121084), Situate in the City of Redmond, County of King, State of Washington
12	252605-9099	North 200 feet of the South 850 feet of the West 195 feet of the East half of the Southwest quarter of the Southeast quarter of Section 25, Township 26 North, Range 5 East, W M , in King County, Washington. An easement for ingress and egress purposes over, under and across the following described portion of aforesaid East half of the Southwest quarter of the Southeast quarter in Section 25, The East 30 00 feet of the West 225 00 feet of the South 650 00 feet, less the South 30 00 feet thereof previously conveyed for road purposes Situate in the County of King, State of Washington
13	252605-9189	The North 300 feet of the South 950 feet of the East half of the Southwest quarter of the Southeast quarter in Section 25, Township 26 North, Range 5 East, W M , EXCEPT the West 255 feet of the North 100 feet thereof, AND EXCEPT the West 195 feet of the South 200 feet thereof, (Also known as Lot C of Lot Line Adjustment No 09009 recorded under King County Recording No 9003121084), Situate in the City of Redmond, County of King, State of Washington
14	252605-9124	The North, 200 00 feet of the South 650 00 feet of the West 225 00 feet, as measured along the West line, of the East half of the Southwest quarter of the Southeast quarter of Section 25, Township 26 North, Range 5 East, W M in King County, Washington, less the East 30 00 feet thereof An easement for ingress and egress purposes over, under and across the following described portion of aforesaid East half of the Southwest quarter of the Southeast quarter in Section 25, The East 30 00 feet of the West 225 00 feet of the South 650 00 feet, less the South 30 00 feet thereof previously conveyed for road purposes Situate in the County of King, State of Washington
15	252605-9016	The South 650 feet of the East half of the Southwest quarter of the Southeast quarter in Section 25, Township 26 North, Range 5 East, W M , EXCEPT the West 195 feet thereof, AND EXCEPT the South 30 feet thereof as conveyed to King County for York Road by deed recorded under Recording No 2562043, (Also known as Lot D of Lot Line Adjustment No 09000 recorded under Recording No 9003121084), Situate in the City of Redmond, County of King, State of Washington.
16	252605-9111	The North 200 00 feet of the South 450 00 feet of the West 225 00 feet, as measured along the West line, of the East half of the Southwest quarter of the Southeast quarter in Section 25, Township 26 North, Range 5 East, W M , LESS the East 30 00 feet thereof, TOGETHER WITH and SUBJECT TO, an easement for egress, ingress and utility purposes over, under and across the following described portion of aforesaid East half of the Southwest quarter of the Southeast quarter in Section 25, the East 30 00 feet of the West 225 00 feet of the South 450 00 feet, LESS the South 30 00 feet thereof previously conveyed for road purposes

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Parcel (Fig. B1)	Tax Parcel I.D.	Legal Description
17	252605-9065	Lot 25-26-05, Block 9065, Code 7260, SEC 25, TWP 26, RG 05 The South 230 feet of West 195 feet of East half of Southwest quarter of Southeast quarter less County Road AKA Lot A of King County Lot Line Adjustment #482083 AKA 17406 NE 116th Street, Redmond, WA 98052-2819
18	252605-9090	The East 270 feet of the South 323 feet of the West half of the Southwest quarter of the Southeast quarter of Section 25, Township 26 North, Range 5 East, W M, in King County, Washington, EXCEPT the South 30 feet for road, Situate in the County of King, State of Washington
19	252605-9088	The East 405 feet of the South 323 feet of the West half of the Southwest quarter of the Southeast quarter of Section 25, Township 26 North, Range 5 East, W M, EXCEPT the East 270 feet thereof, and EXCEPT the South 30 feet for road as deeded in King County under Recording No 2562043, Situate in the County of King, State of Washington
20	252605-9054	The North 146 5 feet of the South 323 feet of the West half of the Southwest quarter of the Southeast quarter of Section 25, Township 26 North, Range 5 East, W M, EXCEPT the East 405 feet thereof, AND EXCEPT the west 30 feet thereof conveyed to King County for road purposes by deed recorded under Auditor's File No 2723788, records of King County
21	252605-9097	The South 176 5 feet of the West half of the Southwest quarter of the Southeast quarter of Section 25, Township 26 North, Range 5 East, W M, in King County, Washington, EXCEPT the East 405 feet thereof, AND EXCEPT the West 30 feet thereof conveyed to King County for road purposes by deed recorded under Recording No 2723788, AND EXCEPT the South 30 feet for road
22	252605-9012	BEGINNING at a point 30 feet North and 30 feet West of Southeast corner of Southwest quarter of Southwest quarter of Section 25, Township 26 North, Range 5 East, W M, in King County, Washington, THENCE North 160 48 feet, THENCE North 88° 38' 02" West 173 38 feet, THENCE South 2° 12' 27" West 160 feet, more or less, to a point West of beginning, THENCE East of beginning
23	252605-9068	That portion of the Southeast quarter of the Southwest quarter of Section 25, Township 26 North, Range 5 East, W M, in King County, Washington, described as follows Beginning at the Southeast corner of said Southeast quarter of the Southwest quarter of the Southeast quarter, THENCE North 2° 10' 56" East, along the Easterly line thereof, 30 feet, THENCE 88° 33' 54" West, along the Northerly margin of Northeast 116th Street and said Northerly margin extended, 203 44 feet to the TRUE POINT OF BEGINNING of the tract herein described, THENCE continuing North 88° 33' 54" West, along said Northerly margin, 140 00 feet, THENCE North 2° 12' 27" East 159 85 feet, THENCE South 88° 38' 02" East 140 00 feet, THENCE South 2° 12' 27" West 160 00 feet, more or less, to the TRUE POINT OF BEGINNING

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Parcel (Fig. B1)	Tax Parcel I.D.	Legal Description
24	252605-9063	<p>Lot 3, King County Short Plat No 1182063, recorded under Recording No 8307140444, in King County, Washington, said short plat being a subdivision of That portion of the Southwest quarter of the Northeast quarter of Section 25, Township 26 North, Range 5 East, W.M., King County, Washington, described as follows BEGINNING at the Southeast corner of said subdivision, THENCE North 02° 24' 58" East along the East line thereof 30.00 feet to the Northerly margin of N E 124th Street and the TRUE POINT OF BEGINNING; THENCE continue North 02° 42' 58" East 615.99 feet to the North line of the South half of the Southwest quarter of the Northeast quarter of said Section 25, THENCE North 88° 45' 21" West along said North line 893.51 feet, THENCE South 02° 10' 56" West 308.60 feet, THENCE South 88° 47' 55" East 160.00 feet, THENCE South 02° 10' 56" West 308.48 feet to the Northerly margin of N E 124th Street, THENCE South 88° 50' 30" East along said Northerly margin 727.79 feet to the TRUE POINT OF BEGINNING; TOGETHER WITH an easement for ingress, egress and utilities over a 60-foot strip of land in the Northeast quarter of Section 25, Township 26 North, Range 5 East, W.M., King County, Washington, the centerline of said 60-foot strip is described as follows BEGINNING at the Southeast corner of the Northeast quarter of said Section 25, THENCE North 02° 10' 55" east along the West line thereof 338.93 feet, THENCE South 88° 47' 55" East 30.00 feet to the East margin of 172nd Avenue N E and the TRUE POINT OF BEGINNING; THENCE continuing South 88° 47' 55" East 1310.69 feet to the East line of the Southwest quarter of the Northeast quarter of said Section 25 and the end of this centerline description, TOGETHER WITH those portions lying Southwesterly and Northwesterly of the arcs of those 25-foot radius curves which connect the North and South margins of the above described 60-foot easement with the East margin of 172nd Avenue N E</p>
25	252605-9077	<p>That portion of the Southeast quarter of the Southwest quarter of Section 25, Township 26 North, Range 5 East, W.M., records of King County, Washington, described as follows Beginning at the Southeast corner of said Southeast quarter of the Southwest quarter of the Southwest quarter, THENCE along the East line thereof, North 2° 10' 56" East 30 feet, THENCE parallel to the South line thereof, North 88° 33' 54" West 30 feet to the intersection of the Northerly margin of Northeast 116th Street with the Westerly margin of 172nd Avenue Northeast, as streets are now established, THENCE along said Westerly margin, North 2° 10' 56" East 280.48 feet to the TRUE POINT OF BEGINNING of the tract of land herein described, THENCE continuing North 2° 10' 56" East 180 feet, THENCE parallel to the North line of the Southeast quarter of the Southwest quarter of the Southwest quarter of said Section 25, North 88° 38' 02" West 460 feet, THENCE South 2° 10' 56" West 180 feet, THENCE South 88° 38' 02" East 460 feet to the TRUE POINT OF BEGINNING; Situate in the County of King, State of Washington</p>
26	252605-9052	<p>Lot 1 of King County Short Plat No 1286053, recorded under King County Recording No 8907110293, in King County, Washington, TOGETHER WITH an easement for ingress, egress, and utilities over Tract "X" as delineated on said short plat</p>

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Parcel (Fig. B1)	Tax Parcel I.D.	Legal Description
27	252605-9184	Lot 2, King County Short Plat No 1286053, recorded under Recording No 8907110293, said short plat being a portion of the Southeast quarter of the Southeast quarter of the Southwest quarter of Section 25, Township 26 North, Range 5 East, W M, King County, Washington, TOGETHER WITH an easement for ingress, egress and utilities across the South 30 feet of Lot 1 of said short plat
28	252605-9185	Lot 3 of King County Short Plat No 1286053, recorded under Recording No 8907110293, in King County, Washington, TOGETHER WITH an easement for ingress, egress and utilities over Tract "X" as delineated on said short plat
29	252605-9056	One-half (1/2) interest in that portion of the Southeast quarter of the Southeast quarter of the Southwest quarter of Section 25, Township 26 North, Range 5 East, W M, in King County, Washington, described as follows BEGINNING at the Southeast corner of said Southeast quarter of the Southeast quarter of the Southwest quarter, THENCE along the East line thereof, North 2° 10' 56" East 30 feet, THENCE parallel to the South line thereof North 88° 33' 54" West 30 feet to the intersection of the Westerly margin of 172nd Avenue NE with the Northerly margin of the NE 116th Street as said streets are now established, THENCE continuing along said Northerly margin North 88° 33' 54" West 313.44 feet to the TRUE POINT OF BEGINNING of the Tract herein described, THENCE North 2° 12' 27" East 279.61 feet, THENCE North 88° 38' 02" West 315 feet to the Southwest quarter, THENCE along said West line South 2° 12' 27" West 279.23 feet to a point which bears North 88° 33' 54" West from the TRUE POINT OF BEGINNING; THENCE South 88° 33' 54" West from the TRUE POINT OF BEGINNING; THENCE South 88° 33' 54" East 315 feet to the POINT OF BEGINNING
30	362605-9062	The East 170 feet of the West 822.63 feet of the North 290 feet of the Northeast quarter of the Northwest quarter of Section 36, Township 26 North, Range 5 East, W M, King County, Washington, EXCEPT portion lying within the East 495 feet of the northeast quarter of said Section 36, AND EXCEPT County road designated as NE 116th Street
31	362605-9023	Lot 1, City of Redmond Short plat No SS-76-22, recorded under Recording No 7612290628, being a portion of the following described tract. The West half of the West half of the Northwest quarter of the Northeast quarter of Section 36, Township 26 North, Range 5 East, W M, King County, Washington, EXCEPT the West 165 feet of the South 264 feet of the North 576 feet thereof, AND EXCEPT the North 30 feet thereof for road purposes
32	362605-9115	Lot 1, of Short Plat No SS-77-30, as recorded under King County Recording No 7709290845, being a portion of the East half of the Northwest quarter of the Northeast quarter of Section 36, Township 26 North, Range 5 East, W M, in King County, Washington, EXCEPT County Road
33	362605-9002	The West 173.17 feet of the North 360.92 feet of the West 3/4 of the East half of the Northwest quarter of the Northeast quarter of Section 36, Township 26 North, Range 5 East, W M, King County, Washington. EXCEPT the North 30.00 feet thereof, for a road

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Parcel (Fig. B1)	Tax Parcel I.D.	Legal Description
34	362605-9056	The East 199 98 feet, as measured at right angles to the West line thereof, of the West 373 15 feet of the North 360 93 feet, as measured at right angles to the North line thereof, of the West 3/4 of the East half of the Northwest quarter of the Northeast quarter of Section 36, Township 26 North, Range 5 East, W M, in King County, Washington, EXCEPT the North 30 feet for County road, TOGETHER WITH that portion of Parcel 1 of C J O'Leary short subdivision Number SS-76-21 in Section 36, Township 26 North, Range 5 East, W M, in King County, Washington, as recorded under King County recorded Number 7611040853 lying Northerly of the following described line BEGINNING at the Southwest corner of said Parcel 1, THENCE North 00° 55' 35" East along the West line of said Parcel 1 a distance of 180 00 feet to the most Westerly Northwest corner of said Parcel 1, THENCE South 88° 21' 05" East along the Northerly line of said Parcel 1 a distance of 373 19 feet to an angle point in said Northerly line and the POINT OF BEGINNING, THENCE South 88° 21' 05" East 102 06 feet to the East margin of said Parcel 1 and the terminus of said line, (Also known as Lot 2, City of Redmond Lot Line Adjustment Number LLR-89-04 recorded under King County Recording Number 8911281208.)
35	362605-9085	<u>Parcel A</u> Parcel 1 of C J O'Leary Short Subdivision No SS-76-21 in Section 36, Township 26 North, Range 5 East, W M, in King County, Washington, as recorded under King County Recording No 7611040853, EXCEPT that portion lying North of the following described line COMMENCING at the Southwest corner of said Parcel 1, THENCE North 00° 55' 35" East along the West line of said Parcel 1, a distance of 180 00 feet to the most Westerly Northwest corner of said Parcel 1, THENCE South 88° 21' 05" East along the Northerly line of said Parcel 1, a distance of 373 19 feet to an angle point in said Northerly line and the POINT OF BEGINNING; THENCE South 88° 21' 05" East 102 06 feet to the East margin of said Parcel 1 and the terminus of said line (Also known as Lot 1 of King County Lot Line Adjustment No 89-04 recorded under King County Recording No 8911281208) <u>Parcel B</u> An easement for ingress and egress over Tract A as designated and delineated on City of Redmond Short Plat No SS-76-21 (C J O'Leary Short Subdivision), recorded under Recording No 7611040853, records of King County, Washington Both situate in the County of King, State of Washington.
36	362605-9130	<u>Parcel A</u> Lot 2 of City of Redmond Short Plat No SS-76-21 (C J O'Leary Short Subdivision) recorded under Recording Number 7611040853, records of King County, Washington, being a portion of the Northeast quarter of Section 36, Township 26 North, Range 5 East, W M <u>Parcel B</u> An easement for ingress, egress and utilities over "Tract A", as designated and delineated on City of Redmond Short Plat No SS-76-21 (C J O'Leary Short Subdivision), recorded under Recording Number 7611040853, records of King County, Washington All situate in the City of Redmond, County of King, State of Washington

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Parcel (Fig. B1)	Tax Parcel I.D.	Legal Description
37	362605-9114	<p><u>Parcel A</u> Lot 2 of City of Redmond Short Plat No SS-77-30, according to short plat recorded September 29, 1977, under Recording No 7709290845, in King County, Washington</p> <p><u>Parcel B</u> A non-exclusive easement for ingress and egress over and across Tract A of City of Redmond Short Plat No SS-77-30, according to short plat recorded September 29, 1977, under Recording No 7709290845, in King County, Washington.</p>
38	362605-9099	<p><u>Parcel A</u> Lot 2 of City of Redmond Short plat No SS-76-22 recorded under Recording No 7612290628, being a portion of the West half of the Northwest quarter of the Northeast quarter of Section 36, Township 26 North, Range 5 East, W.M., King County, Washington</p> <p><u>Parcel B</u> An easement for ingress, egress and utilities as set forth in Recording Nos 7609270565 and 7612290628, Situate in the County of King, State of Washington</p>
39	362605-9098	Parcel 3 of Short Plat No SS 76-22, recorded under King County Recorder's Recording No 7612290628 SUBJECT TO easements, reservations, and restrictions of record, AND SUBJECT TO agreement for temporary water service permit recorded December 17, 1976, under King County Recorder's Recording No 761217-0504
40	362605-9035	Lot 3, as designated on City of Redmond Short Plat Number SS-77-30, recorded under Recording Number 7709290845, being a portion of The East half of the West half of the Northwest quarter of the Northeast quarter of Section 36, Township 26 North, Range 5 East, Willamette Meridian, in King County, Washington TOGETHER WITH an undivided interest in Tract A of said short plat
41	362605-9100	Lot 4 of City of Redmond Short Plat No SS-76-22, according to Short Plat survey recorded under King County Recording No 7612290628, TOGETHER WITH an easement for ingress, egress and utilities as recorded under Recording Nos 7612290628 and 7609270565, EXCEPT any portion thereof lying within said Lot 4, Situate in the City of Redmond, County of King, State of Washington.
42	362605-9136	Lot 2, City of Redmond Short Plat Number 90-0009, recorded under Recording Number 9012200489, being a subdivision of Lot 4, City of Redmond Short Plat Number SS-76-22, recorded under Recording Number 7612290628, King County, Washington, being a subdivision of West half of the West half of the Northwest quarter of the Northeast quarter of Section 36, Township 26 North, Range 5 East, W.M., in King County, Washington, TOGETHER WITH an easement for ingress, egress and utilities recorded under Recording Numbers 7612290628 and 7609270565
43	362605-9113	Lot 4, City of Redmond Short Plat No SS-77-30, recorded under Recording No 7709290845, in King County, Washington, said short plat being fully described as follows The East half of the West half of the Northwest quarter of the Northeast quarter of Section 36, Township 26 North, Range 5 East, W.M., in King County, Washington, EXCEPT County road, TOGETHER WITH an easement for ingress and egress as delineated on the face of said short plat as Tract A

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Parcel (Fig. B1)	Tax Parcel I.D.	Legal Description
44	362605-9093	<p>The North 209 57 feet of Lot 3, as designated on C J O'Leary Short Subdivision (SS-76-21) Filed under Recording No 7611040853 That portion of the West 3/4 of the East half of the Northwest quarter of the Northeast quarter of Section 36, Township 26 North, Range 5 East, W M, in King County, Washington described as follows BEGINNING at the Northeast corner of said West 3/4, THENCE South 00° 58' 27" West along the East line of said West 3/4, 1328 63 feet to the South line of said Northwest quarter, THENCE North 88° 38' 30" West along said South line 30 00 feet to the TRUE POINT OF BEGINNING; THENCE North 00° 58' 27" East 368 37 feet to a point of curve, THENCE Northerly along a curve to the left with a radius of 25 00 feet, through a central angle of 89° 36' 57", a distance of 39 10 feet to a point of tangency, THENCE North 88° 38' 30" West 212 70 feet, THENCE South 00° 55' 35" West 393 20 feet to said South line, THENCE South 88° 38' 30" East along said South line, 237 21 feet to the TRUE POINT OF BEGINNING</p> <p>Tract A Together with an easement for ingress, egress and utilities over that portion of the West 3/4 of the East half of the Northwest quarter of the Northeast quarter of Section 36, Township 26 North, Range 5 East, W M, in King County, Washington, described as follows BEGINNING at the Northeast corner of said West 3/4, THENCE South 00° 58' 27" West along the East line of said West 3/4, 1328 63 feet to the South line of said Northwest quarter, THENCE North 88° 38' 30" West along said South line, 30 00 feet, THENCE North 00° 58' 27" East 368 37 feet to a point of curve, THENCE Northerly along a curve to the left with a radius of 25 00 feet, through a central angle of 89° 36' 57", a distance of 39 10 feet to a point of tangency, THENCE North 88° 38' 30" West 449 91 feet to the West line of said Northwest quarter, THENCE North 00° 55' 35" East 54 00 feet to a line parallel with and distant Northerly, measured at right angles, 54 00 feet from said hereinbefore mentioned course having a bearing of North 88° 38' 36" West, THENCE South 88° 38' 36" East along said parallel line, 449 62 feet to a point of curve, THENCE Northerly along a curve to the left with a radius of 25 00 feet, through a central angle of 90° 23' 00", a distance of 39 44 feet to a point of tangency, THENCE North 00° 58' 27" East 856 42 feet to the North line of the Northwest quarter of said Northeast quarter, THENCE South 88° 21' 05" East 30 00 feet to the POINT OF BEGINNING EXCEPT therefrom the most Northerly 30 00 feet, thereof</p>

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Parcel (Fig. BI)	Tax Parcel I.D.	Legal Description
45	362605-9102	<p>Lot 1, City of Redmond Short Plat No SS81-14 as recorded under Recording No 8205040722, being a portion of that portion of the West 3/4 of the East half of the Northwest quarter of the Northeast quarter of Section 36, Township 26 North, Range 5 East, W.M., in King County, Washington described as follows BEGINNING at the Northeast corner of said West 3/4, THENCE South 00° 58' 27" West along the East line of said West 3/4, 1328 63 feet to the South line of said Northwest quarter, THENCE North 88° 38' 30" West along said South line, 30 00 feet to the TRUE POINT OF BEGINNING; THENCE North 00° 58' 27" East, 368 37 feet to a point of curve, THENCE Northerly along a curve to the left with a radius of 25 00 feet, through a central angle of 89° 36' 57", a distance of 39 10 feet to a point of tangency, THENCE North 88° 38' 30" West, 212 70 feet, THENCE South 00° 55' 35" West, 393 20 feet to said South line, THENCE South 88° 38' 30" East along said South line, 237 21 feet to the TRUE POINT OF BEGINNING; Being Lot 4 as designated on C J O'Leary Short Subdivision (SS-76-21) filed under Recording No 7611040853, in King County, Washington, TOGETHER WITH an easement for ingress, egress, and utilities over that portion of the West 3/4 of the East half of the Northwest quarter of the Northeast quarter of Section 36, Township 26 North, Range 5 East, W.M., in King County, Washington, described as follows BEGINNING at the Northeast corner of said West 3/4, THENCE South 00° 58' 27" West along the East line of said West 3/4, 1328 63 feet to the South line of said Northwest quarter, THENCE North 88° 38' 30" West along said South line, 30 00 feet, THENCE North 00° 58' 27" East, 368 37 feet to a point of curve, THENCE Northerly along a curve to the left with a radius of 25 00 feet through a central angle of 89° 36' 57", a distance of 39 10 feet to a point of tangency, THENCE North 88° 38' 30" West, 449 91 feet to the West line of said Northwest quarter, THENCE North 00° 55' 35" East, 54 00 feet to a line parallel with and distant Northerly, measured at right angles, 54 00 feet from said herebefore mentioned course having a bearing of North 88° 38' 36" West, THENCE South 88° 38' 36" East along said parallel line, 449 62 feet to a point of curve, THENCE Northerly along a curve to the left with a radius of 25 00 feet through a central angle of 90° 23' 00", a distance of 39 44 feet to a point of tangency, THENCE North 00° 58' 27" East, 856 42 feet to the North line of the Northwest quarter of said Northeast quarter, THENCE South 88° 21' 05" East 30 00 feet to the POINT OF BEGINNING; EXCEPT therefrom the most Northerly 30 00 feet thereof, being Tract A, as designated on the C J O'Leary Short Subdivision (SS-76-21) filed under Recording No 7611040853, in King County, Washington</p>

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Parcel (Fig. B1)	Tax Parcel I.D.	Legal Description
46	362605-9126	<p>Lot 2, City of Redmond Short R. A. McNeely Short Subdivision SS-81-14, recorded under Recording Number 8205040772, said short plat being a portion of the Northwest quarter of the Northeast quarter of Section 36, Township 26 North, Range 5 East, Willamette Meridian, in King County, Washington, TOGETHER WITH an easement for ingress, egress, and utilities over that portion of the West three-quarters of the East half of the Northwest quarter of the Northeast quarter of Section 36, Township 26 North, Range 5 East, Willamette Meridian, in King County, Washington, described as follows BEGINNING at the Northwest corner of said West three-quarters THENCE South 0° 56' 27" West along the East line of said West three-quarters, 1,328 63 feet to the South line of said Northwest quarter, THENCE North 88° 38' 30" West along said South line, 30 00 feet, THENCE North 0° 58' 27" East 368 37 feet to a point of curve, THENCE Northerly along a curve to the left with a radius of 25 00 feet, through a central angle of 89° 36' 57", a distance of 39 10 feet to a point of tangency, THENCE North 88° 38' 30" West 449 91 feet to the West line of said East half of the Northwest quarter of the Northeast quarter, THENCE North 0° 55' 35" East 54 00 feet to a line parallel with and distant Northerly, measured at right angles, 54 00 feet from said hereinabove mentioned course having a bearing of North 88° 38' 36" West, THENCE South 88° 38' 36" East along said parallel line, 449 62 feet to a point of curve, THENCE Northerly along a curve to the left with a radius of 25 00 feet, through a central angle of 90° 23' 00", a distance of 39 44 feet to a point of tangency, THENCE North 0° 58' 27" East 856 42 feet to the North line of the Northwest quarter of said Northeast quarter, THENCE South 88° 21' 05" East 30 00 feet to the POINT OF BEGINNING, EXCEPT therefrom the most Northerly 30 00 feet thereof</p>

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Parcel (Fig. BI)	Tax Parcel I.D.	Legal Description
47	362605-9092	<p>That portion of the East quarter of the east half of the Northwest quarter of the Northeast quarter of Section 36, Township 26 North, Range 5 East, W.M., in King County, Washington, described as follows BEGINNING at the Southeast corner of said subdivision, THENCE North 88° 38' 33" West along the Southerly line thereof 138 14 feet to the East line of the West 30 feet of said subdivision, THENCE North 00° 58' 27" East along said East line 368 35 feet, to a point of curve, THENCE along a curve to the right with a radius of 25 feet through a central angle of 89° 28' 15" a distance of 39 04 feet to a point of tangency, THENCE South 88° 29' 48" East 113 48 feet to the Easterly line of said subdivision, THENCE South 00° 59' 26" East along said Easterly line 392 77 feet to the TRUE POINT OF BEGINNING Being Lot 2 as designated on the Weide No 1 SS-76-7 Short Subdivision filed April 19, 1976 under Auditor's File No 7604190680 TOGETHER WITH an easement for ingress, egress, and utilities over the West 30 feet of the East quarter of the East half of the Northwest quarter of the Northeast quarter of Section 36, Township 26 North, Range 5 East, W.M., in King County, Washington, except the North 30 feet thereof ALSO TOGETHER WITH an easement for ingress, egress and utilities 54 feet in width being 27 feet on either side of the following described centerline BEGINNING at the Northeast corner of the above described main tract, THENCE North 00° 59' 26" East along the Easterly line of said Northwest quarter of the Northeast quarter to a point on a line parallel to and 27 feet North of the North line of said main Tract and the TRUE POINT OF BEGINNING of said centerline, THENCE North 88° 29' 48" West along said parallel line 168 26 feet to a point on the Westerly line of the East quarter of the East half of said Northwest quarter of the Northeast quarter and the terminus of said line, EXCEPT the West 30 feet thereof TOGETHER WITH an easement for ingress, egress and utilities over the following described parcels A Tract of land lying East of the West 30 feet of said East quarter of the East half, South of the South line of the above described 54-foot easement, and Northwesterly of a curve with a 25-foot radius, convex to the Northwest and tangent on the North to the South line of said 54-foot easement and tangent on the West to the West line of said West 30 feet ALSO over a similar Tract lying East of the West 30 feet of said subdivision, North of the North line of said 54-foot easement, and Southwesterly of a curve with a 25-foot radius, convex to the Southwest and tangent on the South to the North line of said 54-foot easement, and tangent on the West to the East line of said West 30 feet</p>
48	362605-9089	<p>That portion of the West half of the West half of the Northeast quarter of the Northeast quarter of Section 36, Township 26 North, Range 5 East, W.M., in King County, Washington, described as follows BEGINNING at the Southwest corner of said subdivision, THENCE North 00° 59' 26" East along the West line thereof 392 77 feet, THENCE South 88° 29' 48" East 168 25 feet, THENCE South 01° 00' 22" West 392 34 feet to the South line of said subdivision, THENCE North 88° 38' 33" West along the South line thereof 168 14 feet to the POINT OF BEGINNING (Being known as Tract 4 of Short Plat No SS-76-8 of the City of Redmond recorded under Auditor's File No 7604190681)</p>

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Parcel (Fig. B1)	Tax Parcel I.D.	Legal Description
49	362605-9088	Lot 3 of Short Plat No SS-76-8, according to the short plat recorded under King County Recording No 7605130666, being a revision of Short Plat No SS-76-8 recorded under King County Recording No 7604160681, Situate in the City of Redmond, County of King, State of Washington
50	362605-9050	The South half of the East half of the West half of the Northeast quarter of the Northeast quarter of Section 36, Township 26 North, Range 5 East, W.M., TOGETHER WITH and subject to an easement for ingress, egress, road and utility purposes over the East 30 feet of the East half of the West half of the Northeast quarter of the Northeast quarter of Section 36, Township 26 North, Range 5 East, W.M., less the North 30 feet for County road
51	362605-9038	That portion of the East half of the Northeast quarter of the Northeast quarter of Section 36, Township 26 North, Range 5 East, W.M., in King County, Washington, described as follows BEGINNING at a point 382 feet West of the Northeast corner of said Section 36, THENCE West 278 feet more or less, to the Northwest corner of the East half of the said Section 36, THENCE South 660 feet on a line parallel with the East line of said Section 36, THENCE East 330 feet on a line parallel with the North line of said Section 36, THENCE North on a line parallel with the East line of said Section 36 to a point which is 235 feet South of the North line of said Section, THENCE West on a line parallel with the North line of said Section 36 to a point which is 382 feet West of the East line of said section, THENCE North 235 feet to the POINT OF BEGINNING; EXCEPT the North 30 feet thereof heretofore conveyed to King County for road purposes by deed recorded under Auditor's File No 2562044, records of said County

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Parcel (Fig. BI)	Tax Parcel I.D.	Legal Description
52	362605-9061	<p>That portion of the East half of the Northeast quarter of Section 36, Township 26 North, Range 5 East, W.M., in King County, Washington, described as follows BEGINNING at a point on the North line of said subdivision South 88° 21' 05" East 30.00 feet from the Northwest corner thereof, THENCE South 01° 03' 16" West parallel to the West line thereof 429.07 feet, THENCE South 59° 35' 48" East 149.57 feet to a tangent curve having a radius of 44.72 feet, THENCE along said curve to the right through a central angle of 62° 14' 43" an arc distance of 48.58 feet, THENCE South 02° 38' 55" West 119.00 feet to a point 660.00 feet South of the North line of said subdivision, THENCE South 88° 21' 05" East parallel to the North line of said subdivision 150.14 feet to a point 330.00 feet East of the West line of said subdivision, THENCE North 01° 03' 16" East parallel to the West line of said subdivision 425.00 feet to a point 235.00 feet South of the North line of said subdivision, THENCE North 88° 21' 05" West parallel to the North line of said subdivision 38.20 feet to a point 382.00 feet West of the East line of said subdivision, THENCE North 01° 07' 06" East parallel to the East line of said subdivision 235.00 feet to the North line of said subdivision, THENCE North 88° 21' 05" West along said North line 262.06 feet to the POINT OF BEGINNING; EXCEPT County Road TOGETHER WITH and subject to a non-exclusive easement for ingress, egress, and utilities over and across the below described property, the sellers hereby reserving a non-exclusive use of said easement for the mutual benefit of the property above described and adjoining the properties of sellers, said easement being located and described as follows COMMENCING at the Northwest corner of the East half of the Northeast quarter of the Northeast quarter of Section 36, Township 26 North, Range 5 East, W.M., in King County, Washington, THENCE South 88° 21' 05" East along the North line thereof 30.00 feet, THENCE South 01° 03' 16" West parallel to the West line of said subdivision 30.00 feet, to the Southerly margin of N E 116th Street and the TRUE POINT OF BEGINNING; THENCE continuing South 01° 03' 16" West 364.65 feet, THENCE South 59° 35' 48" East 166.44 feet to a tangent curve having a radius of 74.72 feet, THENCE along said curve to the right through a central angle of 62° 14' 43" an arc distance of 81.17 feet, THENCE South 02° 38' 55" West 118.48 feet to a point 660.00 feet South of the North line of said subdivision, THENCE North 88° 21' 05" West parallel to the North line of said subdivision 60.00 feet, THENCE North 02° 38' 55" East 119.52 feet to a tangent curve having a radius of 14.72 feet, THENCE along said curve to the left through a central angle of 62° 14' 43" an arc distance of 15.99 feet, THENCE North 59° 35' 48" West 167.12 feet to the West line of said subdivision, THENCE North 01° 03' 16" East along said West line 416.93 feet to the South margin of N E 116th Street, THENCE South 88° 21' 05" East along said margin 30.00 feet to the TRUE POINT OF BEGINNING</p>
53	362605-9039	<p>The West 264 feet of the East half of the Northeast quarter of Section 36, Township 26 North, Range 5 East, W.M., in King County, Washington, EXCEPT the North 660 feet thereof</p>

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Parcel (Fig. B1)	Tax Parcel I.D.	Legal Description
54	362605-9030	<p>Lot 1 of Short Plat No R-1276082 recorded under Recording No 7908170793, a Revision of Short Plat No 1276082, recorded under Recording No 7703250677 being a short plat of the North half of the East half of the West half of the Northeast quarter of the Northeast quarter of Section 36, Township 26 North, Range 5 East, W M, King County, Washington, EXCEPT the North 30 feet conveyed to King County for road purposes for NE 116th Street, TOGETHER WITH an easement for ingress, egress and utilities over portions of Lots 1 and 2 of above described short plat described as follows The East and South 30 feet of said Lot 1 and a portion of Lot 1 lying Southeast of a curve, having a 25-foot radius, and being tangent to the North line of the South 30 feet and tangent to the West line of the said East 30 feet thereof and the East 30 feet of said Lot 2 and a portion of Lot 2 lying Northeast of a curve having a radius and being tangent to the South margin of NE 116th Street and tangent to the West line of the East 30 feet thereof</p>
55	362605-9120	<p>Parcel A The Westerly 135 feet of the Southerly 383 feet of the North half of the East half of the West half of the Northeast quarter of the Northeast quarter of Section 36, Township 26 North, Range 5 East, W M, in King County, Washington. (BEING Lot 3 as delineated and described in King County Short Plat No R1276082, recorded under Recording Number 7908170793)</p> <p>Parcel B An easement for ingress, egress and utilities over portions of Lot 1 and 2 of Short Plat No R1276082, recorded under Recording Number 7903250677 and revised under Recording Number 7908170793, described as follows The East and South 30 feet of said Lot 1 and a portion of Lot 1 lying Southeast of a curve, having a 25-foot radius, and being tangent to the North line of the South 30 feet and tangent to the West line of the said 30 feet thereof and the East 30 feet of said Lot 2 and a portion of Lot 2 lying Northeast of a curve having a 25-foot radius and being tangent to the South margin of Northeast 116th Street and tangent to the West line of the East 30 feet thereof</p>
56	362605-9087	<p>Parcel A The Westerly 135 feet of the Southerly 383 feet of the North half of the East half of the West half of the Northeast quarter of the Northeast quarter of Section 36, Township 26 North, Range 5 East, W M, in King County, Washington (being Lot 3 as delineated and described in King County Short Plat No R1276082, recorded under Recording No 7908170793)</p> <p>Parcel B An easement for ingress, egress, and utilities over portions of Lot 1 and 2 of Short Plat No R1276082, recorded under Recording No 7903250677 and revised under Recording No 7908170793, described as follows The East and South 30 feet of said Lot 1 and a portion of Lot 1 lying Southeast of a curve, having a 25-foot radius, and being tangent to the North line of the South 30 feet and tangent to the West line of the said 30 feet thereof and the East 30 feet of said Lot 2 and a portion of Lot 2 lying Northeast of a curve having a 25-foot radius and being tangent to the South margin of NE 116th Street and tangent to the West line of the East 30 feet thereof</p>

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Parcel (Fig. B1)	Tax Parcel I.D.	Legal Description
57	362605-9125	<p>Parcel A Lot 2, City of Redmond Short Plat Number SS-81-8, as recorded under Recording Number 8108190539, being a portion of Lot 2, City of Redmond Short Plat Number SS-76-8, as recorded under Recording Number 7605130666, being a portion of the West half of the Northeast quarter of the Northeast quarter of Section 36, Township 26 North, Range 5 East, W M, in King County, Washington, TOGETHER WITH an undivided interest in Tract A of Short Plat Number SS-76-8, as recorded under Recording Number 7605130666, and an undivided interest in Tract A of Short Plat Number SS-76-7, as recorded under Recording Number 7604190680.</p> <p>Parcel B An easement for ingress, egress, drainage and utilities over Tract A of Short Plat Number SS-76-21, as recorded under Recording Number 7611040853, and as granted in instrument recorded under Recording Number 8706150919</p>
58	362605-9001	<p>Parcel A Lot 1 of City of Redmond Short Plat No SS-76-8, according to plat recorded May 15, 1976, under Recording No 7605130666, in King County, Washington.</p> <p>Parcel B Lot 1 of City of Redmond Short Plat No SS-76-7, according to plat recorded April 19, 1976, under Recording No 7604190680 in King County, Washington</p>
59	362605-9082	<p>The North 1 46 acres of the following described property The East quarter of the East half of the Northwest quarter of the Northeast quarter in Section 36, Township 26 North, Range 5 East, W M, EXCEPT the West 30 feet thereof, AND EXCEPT the North 30 feet thereof conveyed to King County for NE 116th Street by deed recorded under King County Recording No 2562044, Situate in the City of Redmond, County of King, State of Washington</p>
60	362605-9081	<p>The North 3 54 acres of the following described property The West half of the West half of the Northeast quarter of the Northeast quarter in Section 36, Township 26 North, Range 5 East, W M, EXCEPT the North 30 feet conveyed to King County for NE 116th Street by deed recorded under King County Recording No 2562044, Situate in the City of Redmond, County of King, State of Washington</p>
61	362605-9101	<p>Lot 2 of Short Plat No R1276082, according to the short plat recorded under King County Recording No 7908170793, being a revision of short plat recorded under King County Recording No 7703250677, Situate in the City of Redmond, County of King, State of Washington</p>

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Parcel (Fig. B1)	Tax Parcel I.D.	Legal Description
62	362605-9059	<p>That portion of the East half of the Northeast quarter of Section 36, Township 26 North, Range 5 East, W.M., described as follows BEGINNING at a point on the North line of said subdivision South 88° 21' 05" East 30 00 feet from the Northwest corner thereof, THENCE South 01° 03' 16" West parallel to the West line thereof 429 07 feet, THENCE South 59° 35' 48" East 149 57 feet to a tangent curve having a radius of 44 72 feet, THENCE along said curve to the right through a central angle of 62° 14' 43" an arc distance of 48 58 feet, THENCE South 02° 38' 55" West 119 00 feet to a point 660 00 feet South of the North line of said subdivision, THENCE South 88° 21' 05" East parallel to the North line of said subdivision 150 14 feet to a point 330 00 feet East of the West line of said subdivision, THENCE North 01° 03' 16" East parallel to the West line of said subdivision 425 00 feet to a point 235 00 feet South of the North line of said subdivision, THENCE North 88° 21' 05" West parallel to the North line of said subdivision 38 20 feet to a point 382 00 feet West of the East line of said subdivision, THENCE North 01° 07' 06" East parallel to the East line of said subdivision 235 00 feet to the North line of said subdivision, THENCE North 88° 21' 05" West along said North line 262 06 feet to the POINT OF BEGINNING; EXCEPT the North 30 feet thereof as conveyed to King County by deed recorded under Recording No 2562044, TOGETHER WITH an easement for ingress and egress described as follows BEGINNING at the Northwest corner of the East half of the Northeast quarter of the Northeast quarter of Section 36, Township 26 North, Range 5 East, W.M., King County, Washington, THENCE South 88° 21' 05" East along the North line thereof 30 00 feet, THENCE South 01° 03' 16" West parallel to the West line of said subdivision 30 00 feet to the Southerly margin of N E 116th Street and the TRUE POINT OF BEGINNING, THENCE continuing South 01° 03' 16" West 364 65 feet, THENCE South 59° 35' 48" East 166 44 feet to a tangent curve having a radius of 74 72 feet, THENCE along said curve to the right through a central angle of 62° 14' 43" an arc distance of 81 17 feet, THENCE South 02° 38' 55" West 118 48 feet to a point 660 00 feet South of the North line of said subdivision, THENCE North 88° 21' 05" West parallel to the North line of said subdivision 60 00 feet, THENCE North 02° 38' 55" East 119 52 feet to a tangent curve having a radius of 14 72 feet, THENCE along said curve to the left through a central angle of 62° 14' 43" an arc distance of 15 99 feet, THENCE North 59° 35' 48" West 167 12 feet to the West line of said subdivision, THENCE North 01° 03' 16" East along said West line 416 93 feet to the South margin of N E 116th Street, THENCE South 88° 21' 05" East along said margin 30 00 feet to the TRUE POINT OF BEGINNING; EXCEPT that portion thereof lying within the main tract, Situate in the City of Redmond, County of King, State of Washington.</p>

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Parcel (Fig. B1)	Tax Parcel I.D.	Legal Description
63	362605-9025	That portion of the East half of the Northeast quarter of Section 36, Township 26 North, Range 5 East, W.M., described as follows BEGINNING at a point 262 feet West of the Northeast corner of said subdivision, THENCE South on a line parallel with the East line of said Section 235 feet, THENCE West 120 feet on a line parallel with the North line of said section, THENCE North to a point 382 feet west of the Northeast corner of said section, THENCE East 120 feet to the POINT OF BEGINNING; EXCEPT the North 30 feet thereof for road, Situate in the City of Redmond, County of King, State of Washington
64	252605-9092	DELETED FROM AGREEMENT RECEIVES NO BENEFIT
65	252605-9046	The West 153 5 feet of the East 307 feet of the South 571 feet of the Southeast quarter of the Southeast quarter of Section 25, Township 26 North, Range 5 East, W.M., EXCEPT portion thereof for N E 116th Street, Situate in the City of Redmond, County of King, State of Washington
66	252605-9017	That portion of the Southeast quarter of the Southeast quarter of Section 25, Township 26 North, Range 5 East, W.M., in King County, Washington, described as follows COMMENCING at a point 30 0 feet North and 465 5 feet West of the Southeast corner of said Section 25, THENCE North 01° 43' 03" East 541 0 feet, THENCE South 88° 21' 05" East 158 5 feet, THENCE South 01° 43' 03" West to the Northerly right-of-way line of Northeast 116th Street, THENCE West along said Northerly right-of-way line to the TRUE POINT OF BEGINNING
67	252605-9181	Lot 2 of King County Short Plat Number 887018, recorded under Recording Number 8710279001, said short plat described as follows That portion of the East half of the Southeast quarter of the Southeast quarter and of the South half of the Northeast quarter of the Southeast quarter of Section 25, Township 26 North, Range 5 East, W.M., described as follows BEGINNING at a point on the North line of County Road, which is 30 feet North and 465 50 feet West of the Southeast corner of said Section, THENCE North 01° 43' 03" East 541 feet to the TRUE POINT OF BEGINNING; THENCE South 88° 21' 05" East 158 5 feet to the West line of the East 307 feet of the Southeast quarter of the Southeast quarter of said Section, THENCE North 01° 43' 03" East, along said West line, 480 feet, THENCE North 88° 21' 05" West 180 feet, THENCE South 01° 43' 03" West 480 feet, THENCE South 88° 21' 05" East 21 5 feet more or less to the TRUE POINT OF BEGINNING; All situate in the County of King, State of Washington

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Parcel (Fig. B1)	Tax Parcel I.D.	Legal Description
68	252605-9067	That portion of the Southeast quarter of Section 25, Township 26 North, Range 5 East, W M, described as follows BEGINNING at a point on the South line of said Section which is 643 feet West of the Southeast corner of said section, THENCE North to a point on the North line of the Southeast quarter of the Southeast quarter of said Section which is 664 feet West of the East line of said section, THENCE West 330 feet along said North line to a point 994 feet West of the East line of said Section 25, THENCE South to a point on the South line of said Section 25 which is 973 feet West of the Southeast corner of said Section 25, THENCE East 330 feet to the POINT OF BEGINNING, LESS 30 feet on the South deeded to King County for road
69	252605-9144	Parcel A, King County Short Plat Number 775074, recorded under Recording Number 7605060770, said short plat being a subdivision of a portion of the Southeast quarter of Section 25, Township 26 North, Range 5 East, Willamette Meridian, in King County, Washington TOGETHER WITH an easement for ingress, egress, and utilities as declared and described in instrument recorded under Recording Number 7603190476, in King County, Washington
70	252605-9146	Parcel D, King County Short Plat Number 775074, recorded under Recording Number 7605060770, said short plat being a subdivision of a portion of the Southeast quarter of the Southeast quarter of Section 25, Township 26 North, Range 5 East, Willamette Meridian, in King County, Washington TOGETHER WITH an easement for ingress, egress, and utilities as declared and described in instrument recorded under Recording Number 7603190476, in King County, Washington.
71	252605-9145	Parcel 1 Lots 29 and 30, Block 1, Seelye Addition, according to the plat thereof recorded in Volume 38 of Plats, page 34, in King County, Washington Parcel 2 Parcel B of King County Short Plat No 775074 recorded under Recording Number 7605060770, said short plat described as follows Portion of the Southeast quarter of the Southeast quarter of Section 25, Township 26 North, Range 5 East, beginning 973 feet West of the Southeast corner, THENCE North to a point 994 feet West of the Northeast corner, THENCE West to the Northwest corner, THENCE South to the Southwest corner, THENCE East to the beginning, EXCEPT the County Road Parcel 3 Parcels A and D of King County Short Plat No 775074 recorded under Recording Number 7605060770, said short plat described as follows Portion of the Southeast quarter of the Southeast quarter of Section 25, Township 26 North, Range 5 East, beginning 973 feet West of the Southeast corner, THENCE North to a point 994 feet West of the Northeast corner, THENCE West to the Northwest corner, THENCE South to the Southwest corner, THENCE East to the beginning, EXCEPT County Road

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Parcel (Fig. B1)	Tax Parcel I.D.	Legal Description
72	252605-9049	Parcel C, Short Plat Number 775074, recorded under Recording Number 7605060770, being a portion of the following The Southeast quarter of the Southeast quarter of Section 25, Township 26 North, Range 5 East, Willamette Meridian, in King County, Washington, TOGETHER WITH an easement for ingress, egress and utilities described as follows That portion of the Southeast quarter of the Southeast quarter of Section 25, Township 26 North, Range 5 East, Willamette Meridian, in King County, Washington, that lies West of a line beginning 30 feet East of the Northwest corner thereof, THENCE 1,261.74 feet South parallel to the West line of said Section to a point of tangency of a 24-foot radius in an Easterly direction, THENCE along said radius to a point on the North line of the County Road
73	252605-9082	Lot 1, King County Short Plat No 887018 as recorded under Auditor's File No 8710279001, being a portion of the East half of the Southeast quarter of the Southeast quarter of Section 25, Township 26 North, Range 5 East, W M., in King County, Washington.
74	252605-9091	The East 307 feet of the Southeast quarter of the Southeast quarter of Section 25, Township 26 North, Range 5 East, W M., EXCEPT the South 571 feet thereof, TOGETHER WITH an easement for utilities over the North 20 feet of the South half of the North half of the Southwest quarter of the Southwest quarter of Section 30, Township 26 North, Range 6 East, W M., TOGETHER WITH an easement for ingress and egress over the North 14 feet (min width) of the South half of the North half of the Southwest quarter of the Southwest quarter of Section 30, Township 26 North, Range 6 East, W M., EXCEPT the East 30 feet conveyed to King County for road purposes by Deeds recorded under Recording Nos 3028938 and 3030609, Situate in the County of King, State of Washington
75	252605-9183	Lot 4 of King County Short Plat Number 887018, recorded under Recording Number 8710279001, said short plat described as follows That portion of the East half of the Southeast quarter of the Southeast quarter and of the South half of the Northeast quarter of the Southeast quarter of Section 25, Township 26 North, Range 5 East, W M., described as follows BEGINNING at a point on the North line of County Road, which is 30 feet North and 465.50 feet West of the Southeast corner of said Section, THENCE North 1° 43' 03" East 541 feet to the TRUE POINT OF BEGINNING; THENCE South 88° 21' 05" East 158.5 feet to the West line of the East 307 feet of the Southeast quarter of the Southeast quarter of said Section, THENCE North 1° 43' 03" East, along said West line, 480 feet, THENCE North 88° 21' 05" West 180 feet, THENCE South 1° 43' 03" West 480 feet, THENCE South 88° 21' 05" East 21.5 feet more or less to the TRUE POINT OF BEGINNING; All situate in the County of King, State of Washington

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Parcel (Fig. B1)	Tax Parcel I.D.	Legal Description
76	252605-9066	That portion of the South half of the Northeast quarter of the Southeast quarter of Section 25, Township 26 North, Range 5 East, W M, in King County, Washington, described as follows BEGINNING at the Northeast corner of said subdivision, THENCE Southerly along the East line thereof 219 00 feet, THENCE Westerly parallel to the North line of said subdivision 960 00 feet to the TRUE POINT OF BEGINNING; THENCE Northwesterly to a point on the West line of said subdivision, said point being 50 feet Southerly of the Northwest corner of said subdivision, THENCE Northerly to the Northwest corner thereof, THENCE Easterly along the North line of said subdivision 345 00 feet, THENCE Southerly to the TRUE POINT OF BEGINNING SUBJECT to an easement for ingress and egress over the North 15 feet thereof TOGETHER WITH an easement for ingress and egress over the West 15 feet of the North half of the Northeast quarter of the Southeast quarter of said Section 25
76	252605-9066	That portion of the South half of the Northeast quarter of the Southeast quarter of Section 25, Township 26 North, Range 5 East, W M, in King County, Washington, described as follows BEGINNING at the Northeast corner of said subdivision, THENCE Southerly along the East line thereof 219 00 feet, THENCE Westerly parallel to the North line of said subdivision 960 00 feet to the TRUE POINT OF BEGINNING; THENCE Northwesterly to a point on the West line of said subdivision, said point being 50 feet Southerly of the Northwest corner of said subdivision, THENCE Northerly to the Northwest corner thereof, THENCE Easterly along the North line of said subdivision 345 00 feet, THENCE Southerly to the TRUE POINT OF BEGINNING SUBJECT to an easement for ingress and egress over the North 15 feet thereof TOGETHER WITH an easement for ingress and egress over the West 15 feet of the North half of the Northeast quarter of the Southeast quarter of said Section 25
77	252605-9023	Lot 4, King County Short Plat Number 478183, recorded under Recording Number 7904160748, said Short Plat being more particularly described as follows The Northeast quarter of the Northeast quarter of the Southeast quarter of Section 25, Township 26 North, Range 5 East, Willamette Meridian, in King County, Washington, TOGETHER WITH an easement for ingress, egress and utilities over the North 30 feet of the Northwest quarter of the Northeast quarter of the Southeast quarter of said Section 25
78	252605-9110	The East half of the Northwest quarter of the Northeast quarter of the Southeast quarter of Section 25, Township 26 North, Range 5 East, W M, Situate in the County of King, State of Washington, TOGETHER WITH an easement for ingress, egress and utilities over the North 30 0 feet of the West half of the Northwest quarter of the Northeast quarter of the Southeast quarter of said Section 25, AND over the West 30 0 feet of the Northeast quarter of the Northeast quarter of the Southeast quarter of said Section 25
79	252605-9109	The West half of the Northwest quarter of the Northeast quarter of the Southeast quarter of Section 25, Township 26 North, Range 5 East, W M, in King County, Washington

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Parcel (Fig. BI)	Tax Parcel I.D.	Legal Description
80	252605-9182	<p>Lot 3 of King County Short Plat Number 887018, recorded under Recording Number 8710279001, said short plat described as follows: That portion of the East half of the Southeast quarter of the South half of the Northeast quarter of the Southeast quarter of Section 25, Township 26 North, Range 5 East, W.M., described as follows</p> <p>BEGINNING at a point on the North line of County Road, which is 30 feet North and 465 50 feet West of the Southeast corner of said Section, THENCE North 1° 43' 03" East 541 feet to the TRUE POINT OF BEGINNING; THENCE South 88° 21' 05" East 158 5 feet to the West line of the East 307 feet of the Southeast quarter of the Southeast quarter of said Section, THENCE North 1° 43' 03" East, along said West line, 480 feet, THENCE North 88° 21' 05" West 180 feet, THENCE South 1° 43' 03" West 480 feet, THENCE South 88° 21' 05" East 21 5 feet more or less to the TRUE POINT OF BEGINNING; All situate in the County of King, State of Washington.</p>
81	252605-9098	<p>The North 171 feet of the West 210 feet of the South 841 09 feet of the Southwest quarter of the Southeast quarter of Section 25, Township 26 North, Range 5 East, W.M., in King County, Washington, EXCEPT County road</p>

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Table B3

Parcel (Figure B1)	Tax Parcel I.D.	Property Owner
1	252605-9035	Knutson, Florence M
2	252605-9087	Dastmalchi, Reza
3	252605-9078	Farnsworth, Allison M
4	252605-9034	Dastmalchi, Reza
5	252605-9033	Mansoori, N
6	252605-9014	Burnstead Construction Company and Rick Burnstead Construction
7	252605-9015	Curry Property Joint Venture
8	252605-9058	Curry Property Joint Venture
9	252605-9122	John F Buchan Construction Inc
10	252605-9121	Olsen, Natalie and Earl
11	252605-9120	John F Buchan Construction Inc
12	252605-9099	Curry Property Joint Venture
13	252605-9189	John F Buchan Construction Inc
14	252605-9124	JLM Investments Inc
15	252605-9016	John F Buchan Construction Inc
16	252605-9111	Wolf, Lonny A
17	252605-9065	Riser, Donald J and Joan A
18	252605-9090	Farmer, Marian J
19	252605-9088	Munoz, Raul E and Kathryn A
20	252605-9054	Sheldon, Judith
21	252605-9097	Sheldon, Judith
22	252605-9012	Whyte, G A
23	252605-9068	Salstrom, James F
24	252605-9063	Tipp, Gary A , Jr
25	252605-9077	Case, Scott
26	252605-9052	Yashar, Mayer and Sara
27	252605-9184	Lichtenberger, W Wayne and Bonnie A
28	252605-9185	Lichtenberger, W Wayne and Bonnie A
29	252605-9056	Kvietkus, Michael A
30	362605-9062	City of Redmond
31	362605-9023	Williams, Richard C and Carol L
32	362605-9115	Stegen, Gilbert R
33	362605-9002	Stokke, Paul M
34	362605-9056	Wendt, Thomas F Jr and Jane
35	362605-9085	Klumb, Edward M and Linda J
36	362605-9130	Boa, Douglas S and Colleen A
37	362605-9114	Stewart, James P
38	362605-9099	O'Brochta, Stuart F and Lisa A
39	362605-9098	Whyte, Gilbert
40	362605-9035	Anderson, Charles Albert and Lorene A

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Parcel (Figure B1)	Tax Parcel I.D.	Property Owner
41	362605-9100	Snodgrass, Martin E and Dolores
42	362605-9136	Snodgrass, Martin E and Dolores
43	362605-9113	Shumaker, Carl A and Kathrine M
44	362605-9093	Manis, James W
45	362605-9102	Haistings, Stephan V and Dreslaine B
46	362605-9126	Hume, Frederick R and Betty R
47	362605-9092	Creek, Jerry D
48	362605-9089	Maybee, Pamela K
49	362605-9088	Deganselman, Warner J and Potgieter, Siegmunde
50	362605-9050	Pearce, John and Lorraine B , Living Trust
51	362605-9038	Robinson Living Trust, Robinson, Ronald L and Vivian M , Trustees
52	362605-9061	Young, Hubert Robert
53	362605-9039	Robinson Living Trust, Robinson, Ronald L and Vivian M , Trustees
54	362605-9030	Sumner, Thad E and Robyn A
55	362605-9120	Failor, R Allan and Perry-Failor, Virginia
56	362605-9087	Failor, R Alan and Perry-Failor, Virginia
57	362605-9125	Dewolf, Robert Haynes and Wagner, Sharon
58	362605-9001	Vache, John P
59	362605-9082	Monjazebe, Al and Debra L
60	362605-9081	Monjazebe, Al and Debra L
61	362605-9101	Monjazebe, Al and Debra L
62	362605-9059	Defoor, Stacey
63	362605-9025	Dejong Shannon M
64	252605-9092	DELETED FROM AGREEMENT RECEIVES NO BENEFIT
65	252605-9046	JLM Investments, Inc
66	252605-9017	Johal, Nilakumari and Karnail
67	252605-9181	Fischer, Leo S
68	252605-9067	Ray, Jack W
69	252605-9144	116th Street LLC
70	252605-9146	116th Street LLC
71	252605-9145	Murray, William R
72	252605-9049	Hocker, Brace W
73	252605-9082	Fischer, Leo S
74	252605-9091	Halstead, Patrick H and Ishikawa, Naoko
75	252605-9183	Fischer, Leo S
76	252605-9066	Simonowitz
77	252605-9023	Hussey, L R III
78	252605-9110	Smith, Don
79	252605-9109	City of Redmond
80	252605-9182	Fischer, Leo S
81	252605-9098	Gustafson, Arnie W

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Exhibit C - Reimbursement Fees

Total reimbursement fees for each of the parcels located within the benefitted area are provided in the attached Table C1. The total reimbursement fee for each parcel is based on a combination of front footage charge (Table C2) and capacity charge (Table C3). The frontage reimbursement fee will be assessed for properties that front directly on N.E. 116th Street where the proposed 8-inch and 10-inch sanitary sewer main is being built. The front footage reimbursement fee will be per lineal foot of frontage divided by the total frontage on both sides of the sanitary sewer main. The costs that will be included in the frontage portion are the normal depth of 8-inch sanitary sewer main, manholes, CDF backfill, pavement removal/restoration, and traffic control.

The capacity reimbursement fee will be assessed for properties benefitting from the oversizing of the 8-inch sewer main to 10-inch based on ultimate build-out using the zoning density (4 lots per acre). The cost of the sewer construction to be included in the capacity portion of the reimbursement fee includes extra depth and oversizing the pipe from 8 inches to 10 inches.

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Table C1 Total Reimbursement Fee (front footage reimbursement plus capacity/oversizing reimbursement)
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REIMBURSEMENT APPLICATION: Sanitary Sewer along N E 116th Street
PROJECT NAME: Whistler Ridge
REDMOND FILE NO.: PPL99-001
APPLICANT: John F Buchan Construction Inc
COST: \$535,231

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SOUTH OF N.E. 116TH STREET			
Parcel No.	Front Footage Reimbursement	Capacity/Oversizing Reimbursement	Total Reimbursement
362605-9001	\$770 56	\$838 75	\$1,609 31
362605-9002	\$0.00	\$599.11	\$599.11
362605-9023	\$0.00	\$958 57	\$958.57
362605-9025	\$15,257 18	\$239 64	\$15,496 82
362605-9030	\$0.00	\$838 75	\$838 75
362605-9035	\$0 00	\$1,318 03	\$1,318 03
362605-9038	\$0 00	\$1,917 14	\$1,917 14
362605-9039	\$4,238 11	\$479 29	\$4,717 39
362605-9050	\$0 00	\$2,396 43	\$2,396 43
362605-9056	\$37,154 06	\$1,078 39	\$38,232 45
362605-9059	\$37,012 79	\$1,198 21	\$38,211 00
362605-9061	\$0.00	\$359 46	\$359 46
362605-9062	\$0 00	\$479 29	\$479 29
362605-9081	\$47,608 05	\$1,677 50	\$49,285 55

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Parcel No.	Front Footage Reimbursement	Capacity/Oversizing Reimbursement	Total Reimbursement
362605-9082	\$19,636 56	\$599 11	\$20,235 66
362605-9085	\$770 56	\$838 75	\$1,609 31
362605-9087	\$770 56	\$479 29	\$1,249 85
362605-9088	\$770 56	\$718 93	\$1,489 49
362605-9089	\$770 56	\$718 93	\$1,489 49
362605-9092	\$770.56	\$479 29	\$1,249 85
362605-9093	\$770 56	\$958.57	\$1,729.14
362605-9098	\$0 00	\$1,437 86	\$1,437 86
362605-9099	\$0 00	\$479 29	\$479 29
362605-9100	\$0 00	\$479 29	\$479 29
362605-9101	\$47,608 05	\$838 75	\$48,446 80
362605-9102	\$770 56	\$479 29	\$1,249 85
362605-9113	\$0 00	\$838 75	\$838 75
362605-9114	\$0 00	\$1,078 39	\$1,078 39
362605-9115	\$0 00	\$1,078 39	\$1,078 39
362605-9120	\$0 00	\$479 29	\$479.29
362605-9125	\$770 56	\$479 29	\$1,249 85
362605-9126	\$770 56	\$479 29	\$1,249 85
362605-9130	\$770 56	\$1,677 50	\$2,448.06
362605-9136	\$0.00	\$838 75	\$838 75

WHISTLER RIDGE (60 LOTS)			
Parcel No.	Front Footage Reimbursement	Capacity/Oversizing Reimbursement	Total Reimbursement
252605-9016	\$0.00	\$0 00	\$0.00
252605-9120	\$0 00	\$0 00	\$0 00
252605-9121	\$0 00	\$0.00	\$0 00
252605-9122	\$0 00	\$0 00	\$0 00
252605-9189	\$0 00	\$0 00	\$0 00

FISCHER VILLAGE (94 LOTS)			
Parcel No.	Front Footage Reimbursement	Capacity/Oversizing Reimbursement	Total Reimbursement
252605-9066	\$0 00	\$1,797 32	\$1,797 32
252605-9082	\$0 00	\$599 11	\$599 11
252605-9146	\$0.00	\$1,318.03	\$1,318 03
252605-9181	\$25,004 82	\$5,152 32	\$30,157 14
252605-9182	\$0 00	\$838 75	\$838 75
252605-9183	\$0 00	\$1,557.68	\$1,557.68

WYNSTONE (46 LOTS)			
Parcel No.	Front Footage Reimbursement	Capacity/Oversizing Reimbursement	Total Reimbursement
252605-9014	\$0.00	\$5,511 78	\$5,511 78

CURRY PROPERTY (69 LOTS)			
Parcel No.	Front Footage Reimbursement	Capacity/Oversizing Reimbursement	Total Reimbursement
252605-9015	\$0.00	\$1,437 86	\$1,437 86
252605-9058	\$0 00	\$5,871 24	\$5,871 24
252605-9099	\$0 00	\$958.57	\$958 57
252605-9124	\$0 00	\$0 00	\$0 00

TALOORA AYE (21 LOTS)			
Parcel No.	Front Footage Reimbursement	Capacity/Oversizing Reimbursement	Total Reimbursement
252605-9091	\$0 00	\$2,516.25	\$2,516 25

OTHERS NORTH OF N.E. 116TH STREET			
Parcel No.	Front Footage Reimbursement	Capacity/Oversizing Reimbursement	Total Reimbursement
252605-9012	\$0 00	\$239.64	\$239 64
252605-9017	\$22,461.96	\$838 75	\$23,300 71
252605-9023	\$0 00	\$3,235 18	\$3,235 18

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Parcel No.	Front Footage Reimbursement	Capacity/Oversizing Reimbursement	Total Reimbursement
252605-9033	\$0 00	\$5,751 42	\$5,751.42
252605-9034	\$0 00	\$2,156 78	\$2,156 78
252605-9035	\$0 00	\$3,474 82	\$3,474 82
252605-9046	\$4,944 46	\$0 00	\$4,944 46
252605-9049	\$0 00	\$718 93	\$718 93
252605-9052	\$0 00	\$479.29	\$479 29
252605-9054	\$0 00	\$359 46	\$359.46
252605-9056	\$0.00	\$958 57	\$958 57
252605-9063	\$0 00	\$359.46	\$359 46
252605-9065	\$0 00	\$0 00	\$0 00
252605-9067	\$46,619 16	\$4,673 03	\$51,292 19
252605-9068	\$0 00	\$239 64	\$239 64
252605-9077	\$0 00	\$838 75	\$838 75
252605-9078	\$0 00	\$1,198 21	\$1,198 21
252605-9087	\$0 00	\$479 29	\$479 29
252605-9088	\$0 00	\$359 46	\$359 46
252605-9090	\$0.00	\$838 75	\$838 75
252605-9097	\$0 00	\$359 46	\$359.46
252605-9098	\$0 00	\$239 64	\$239 64
252605-9109	\$0 00	\$2,396 43	\$2,396 43
252605-9110	\$0 00	\$2,396 43	\$2,396 43
252605-9111	\$0 00	\$0 00	\$0 00
252605-9144	\$52,976 32	\$958 57	\$53,934.89
252605-9145	\$0 00	\$718 93	\$718 93
252605-9184	\$0 00	\$479 29	\$479 29
252605-9185	\$0 00	\$359.46	\$359 46
Total	\$368,998	\$92,502	\$461,500

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Table C2
Front Footage Reimbursement Fee

REIMBURSEMENT APPLICATION: Sanitary Sewer along N E 116th Street

PROJECT NAME: Whistler Ridge

REDMOND FILE NO.: PPL99-001

APPLICANT: John F Buchan Construction Inc

COST: \$433,982

BASIS: per Front Footage / 3,072 LF

N.E. 116TH STREET PROPERTY OWNERS				
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Parcel No.	LF of Frontage	% of Total Frontage	Proportionate Share of Cost	Reimbursement Amount
362605-9001	60	0.18%	\$770.56	\$770.56
362605-9085		0.18%	\$770.56	\$770.56
362605-9087		0.18%	\$770.56	\$770.56
362605-9088		0.18%	\$770.56	\$770.56
362605-9089	Tract A SP-76-21	0.18%	\$770.56	\$770.56
362605-9092	Tract A SP-76-7	0.18%	\$770.56	\$770.56
362605-9093		0.18%	\$770.56	\$770.56
362605-9102		0.18%	\$770.56	\$770.56
362605-9125		0.18%	\$770.56	\$770.56
362605-9126	174th Place N E Private Road	0.18%	\$770.56	\$770.56
362605-9130		0.18%	\$770.56	\$770.56
252605-9017	159	5.18%	\$22,461.96	\$22,461.96
252605-9046	35	1.14%	\$4,944.46	\$4,944.46
252605-9067	330	10.74%	\$46,619.16	\$46,619.16
252605-9144	375	12.21%	\$52,976.32	\$52,976.32
362605-9025	108	3.52%	\$15,257.18	\$15,257.18
362605-9039	30	0.98%	\$4,238.11	\$4,238.11
362605-9056	263	8.56%	\$37,154.06	\$37,154.06
362605-9059	262	8.53%	\$37,012.79	\$37,012.79

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Parcel No.	LF of Frontage	% of Total Frontage	Proportionate Share of Cost	Reimbursement Amount
362605-9081	337	10.97%	\$47,608.05	\$47,608 05
362605-9082	139	4.52%	\$19,636.56	\$19,636 56
362605-9101	337	10.97%	\$47,608 05	\$47,608 05

WHISTLER RIDGE (60 LOTS)				
Parcel No.	LF of Frontage	% of Total Frontage	Proportionate Share of Cost	Reimbursement Amount
252605-9016	460	14.97%	\$64,984.28	\$0.00

FISCHER VILLAGE (94 LOTS)				
Parcel No.	LF of Frontage	% of Total Frontage	Proportionate Share of Cost	Reimbursement Amount
252605-9181	177	5.76%	\$25,004 82	\$25,004 82

Total	3,072	100.00%	\$433,982	\$368,998
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Table C3
Capacity/Oversizing Reimbursement Fee

REIMBURSEMENT APPLICATION: Sanitary Sewer along N E 116th Street

PROJECT NAME: Whistler Ridge

REDMOND FILE NO.: PPL99-001

APPLICANT: John F Buchan Construction Inc.

COST: \$101,249

BASIS: Residential Unit Potential / 845

SOUTH OF N.E. 116TH STREET

Parcel No.	Acreage	Residential Unit Potential	Proportionate Share of Cost	Reimbursement Amount
362605-9001	1.96	7	\$838.75	\$838.75
362605-9002	1.32	5	\$599.11	\$599.11
362605-9023	2.07	8	\$958.57	\$958.57
362605-9025	0.56	2	\$239.64	\$239.64
362605-9030	1.77	7	\$838.75	\$838.75
362605-9035	2.76	11	\$1,318.03	\$1,318.03
362605-9038	4.02	16	\$1,917.14	\$1,917.14
362605-9039	1.06	4	\$479.29	\$479.29
362605-9050	5.12	20	\$2,396.43	\$2,396.43
362605-9056	2.30	9	\$1,078.39	\$1,078.39
362605-9059	2.57	10	\$1,198.21	\$1,198.21
362605-9061	0.94	3	\$359.46	\$359.46
362605-9062	1.01	4	\$479.29	\$479.29
362605-9081	3.54	14	\$1,677.50	\$1,677.50
362605-9082	1.46	5	\$599.11	\$599.11
362605-9085	1.96	7	\$838.75	\$838.75
362605-9087	1.21	4	\$479.29	\$479.29

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Parcel No.	Acreage	Residential Unit Potential	Proportionate Share of Cost	Reimbursement Amount
362605-9088	1.51	6	\$718.93	\$718.93
362605-9089	1.51	6	\$718.93	\$718.93
362605-9092	1.24	4	\$479.29	\$479.29
362605-9093	2.14	8	\$958.57	\$958.57
362605-9098	3.01	12	\$1,437.86	\$1,437.86
362605-9099	1.16	4	\$479.29	\$479.29
362605-9100	1.00	4	\$479.29	\$479.29
362605-9101	1.93	7	\$838.75	\$838.75
362605-9102	1.07	4	\$479.29	\$479.29
362605-9113	1.95	7	\$838.75	\$838.75
362605-9114	2.28	9	\$1,078.39	\$1,078.39
362605-9115	2.28	9	\$1,078.39	\$1,078.39
362605-9120	1.19	4	\$479.29	\$479.29
362605-9125	1.10	4	\$479.29	\$479.29
362605-9126	1.07	4	\$479.29	\$479.29
362605-9130	3.72	14	\$1,677.50	\$1,677.50
362605-9136	1.84	7	\$838.75	\$838.75

WHISTLER RIDGE (60 LOTS)				
Parcel No.	Acreage	Residential Unit Potential	Proportionate Share of Cost	Reimbursement Amount
252605-9016	6.80	20	\$2,396.43	\$0.00
252605-9120	2.98	13	\$1,557.68	\$0.00
252605-9121	2.00	8	\$958.57	\$0.00
252605-9122	1.17	5	\$599.11	\$0.00
252605-9189	3.16	14	\$1,677.50	\$0.00

2002 082 9000113

Parcel No.	Acreege	Residential Unit Potential	Proportionate Share of Cost	Reimbursement Amount
252605-9033	12.10	48	\$5,751.42	\$5,751.42
252605-9034	4.50	18	\$2,156.78	\$2,156.78
252605-9035	7.35	29	\$3,474.82	\$3,474.82
252605-9046	1.91	7	\$838.75	\$0.00
252605-9049	1.50	6	\$718.93	\$718.93
252605-9052	1.02	4	\$479.29	\$479.29
252605-9054	0.80	3	\$359.46	\$359.46
252605-9056	2.02	8	\$958.57	\$958.57
252605-9063	0.86	3	\$359.46	\$359.46
252605-9065	0.90	3	\$359.46	\$0.00
252605-9067	9.76	39	\$4,673.03	\$4,673.03
252605-9068	0.51	2	\$239.64	\$239.64
252605-9077	1.90	7	\$838.75	\$838.75
252605-9078	2.62	10	\$1,198.21	\$1,198.21
252605-9087	1.06	4	\$479.29	\$479.29
252605-9088	0.91	3	\$359.46	\$359.46
252605-9090	1.82	7	\$838.75	\$838.75
252605-9097	0.80	3	\$359.46	\$359.46
252605-9098	0.71	2	\$239.64	\$239.64
252605-9109	5.06	20	\$2,396.43	\$2,396.43
252605-9110	5.08	20	\$2,396.43	\$2,396.43
252605-9111	0.98	3	\$359.46	\$0.00
252605-9144	2.05	8	\$958.57	\$958.57
252605-9145	1.50	6	\$718.93	\$718.93
252605-9184	1.19	4	\$479.29	\$479.29
252605-9185	0.86	3	\$359.46	\$359.46
Total	225.56	845	\$101,249	\$92,502

6918 104



EXHIBIT D
ESTIMATED COST OF IMPROVEMENTS
N.E. 116TH STREET SANITARY SEWER

PROJECT NAME: Whistler Ridge

REDMOND FILE NO.: PPL99-001

DATE OF ESTIMATE: March 28, 2002

APPLICANT: John F Buchan Construction Inc.

2002 082 9000113

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	COST
1	8-Inch PVC Pipe (10-foot depth) Including Pipe Bedding	335	LF	\$23 20	\$7,772
2	10-Inch Ductile Iron Pipe (10-foot depth) Including Pipe Bedding	1,067	LF	\$42.15	\$44,974
3	8-Inch Ductile Iron Pipe (10-foot depth) Including Pipe Bedding	255	LF	\$36 75	\$9,371
4	Extra Depth Allowance Over 10 Feet (per foot depth x length)	3,390	SF	\$10 00	\$33,900
5	48-Inch Manholes/Type I	8	EA	\$1,650 00	\$13,200
6	Extra Depth on Manholes (\$350/foot over 10 feet)	17	LF	\$167 00	\$2,839
7	Connect to Existing Manhole #4D1SMH846	1	EA	\$665 00	\$665
8	Dewatering Allowance	1	LS	\$1,500 00	\$1,500
9	Control Density Backfill (CDF)	2,567	CY	\$56 00	\$143,752
10	Export Trench Excavation (truck measure)	2,852	CY	\$18 00	\$51,336
11	Street Restoration STA 68+50 to STA 77+20	2,126	SY	\$14 18	\$30,147
12	Traffic Control	1	LS	\$14,075 00	\$14,075
13	Relocate Existing 4-Inch Gas Man	1	LS	\$97,000.00	\$97,000
SUBTOTAL:					\$450,531
Plus Tax @ 8.8%					\$39,647
Design, Permits, Construction Staking, Inspection, and As-Builts @ 10%					\$45,053
TOTAL:					\$535,231

6918 100

Please Return To Attn: P. Lyga
City of Redmond - CHPWD
Public Works Department
P.O. Box 97010
Redmond, WA 98073-9710



20040812002459

CHICAGO TITLE D 24 00
PAGE001 OF 006
08/12/2004 15 46
KING COUNTY, WA

E2062164

08/12/2004 15 43
KING COUNTY, WA
TAX \$2.00
SALE \$0.00

PAGE001 OF 001

WASHINGTON STATE COUNTY

Document Title(s) (or transactions co)

- 1 DEED OF DEDICATION
- 2

Reference Number(s) of Documents assigned or released

Additional reference numbers on page ___ of document

Grantor(s) (Last name first, then first name and initials)

- 1 L.R. HUSSEY III AND LINDA HUSSEY
- 2

Additional names on page ___ of document

CHICAGO TITLE INSURANCE COMPANY

has placed the document of record as a customer courtesy and accepts no liability for the accuracy or validity of the document

Grantee(s) (Last name first, then first name and initials)

- 1 CITY OF REDMOND, a municipal corporation of the State of Washington
- 2

Additional names on page ___ of document

Legal Description (abbreviated form i e lot, block, plat name, section-township-range)

Lot 4 of King County Short Plat Number 478183, recorded under recording number 7904160748
Section 25, Township 26 North, Range 5 East, Willamette Meridian. in King County WA

Additional legal is on page ___ of document

Assessor's Property Tax Parcel Account Number(s)

252605-9023-00

FILED BY CHICAGO TITLE INSURANCE CO. (6)

REF. # W0401120-10

City of Redmond Reference: FISCHER VILLAGE, PPL 98-006

Project Number _____ Permit Number _____

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

LEON + 11

DEED OF DEDICATION

THE GRANTOR LEON HUSSEY & LINDA HUSSEY
for valuable consideration, convey, quitclaim and dedicate to the **CITY OF REDMOND**,
a municipal corporation of the State of Washington, and to the public, for road, utility and
other public purposes, the following described real estate situated in the County of King,
State of Washington, including any after acquired titled or interest

A portion of the following described parcel of land

See Attached Exhibit "A"

DEDICATION:

A strip of land for right-of-way described as follows

See Attached -
Exhibits "B" and "B-1"

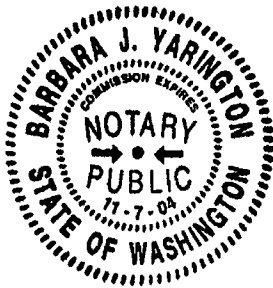
TOGETHER WITH the right to make all necessary slopes, for cuts and fills, on
adjoining property of Grantor in the reasonable construction and grading of the public
road and highway.

DATED this 28th day of April, 2004

Leon Hussey
L. Hussey

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

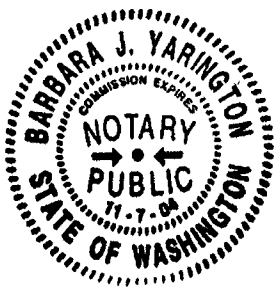
I certify that I know or have satisfactory evidence that (print name and title) LEON HUSSEY
_____ is the person who
appeared before me, and said person acknowledged that he /she signed this instrument
and acknowledged it to be his/ her free and voluntary act for the uses and purposes
mentioned in the instrument



Dated April 28, 2004
Name Barbara J. Yarrington
Print name BARBARA J. YARRINGTON
Notary Public in and for the State of Washington
My Commission Expires 11-7-04

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that I know or have satisfactory evidence that (print name and title) Linda Hussey
_____ is the person who
appeared before me, and said person acknowledged that he /she signed this instrument
and acknowledged it to be his/ her free and voluntary act for the uses and purposes
mentioned in the instrument.



Dated APRIL 28, 2004
Name Barbara J. Yarrington
Print name BARBARA J. YARRINGTON
Notary Public in and for the State of Washington
My Commission Expires 11-7-04

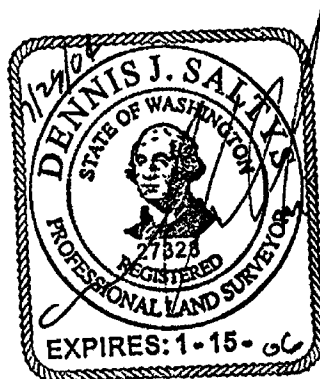
Exhibit A
(Hussey Parcel Legal Description)

Lot 4, King County Short Plat Number 478183, recorded under recording number 7904160748, said Short Plat being a subdivision of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter of Section 25, Township 26 North, Range 5 East, Willamette Meridian, in King County, Washington.

EXHIBIT "B"

RIGHT-OF-WAY DEDICATION LEGAL DESCRIPTION

The South 25 feet of the West 209 30 feet of Lot 4, King County Short Plat No 478183, recorded under Recording No 7904160748, Records of King County, Washington,



Project Name Fischer Village
February 25, 2004
Revised July 28, 2004

DJS/jss
11346L 003 doc

19

RECEIVED
AUG 8 1994
KING COUNTY
RECORDER

NOTICE OF WATER AND SEWER CONNECTION CHARGE
City of Redmond, Washington

Notice is hereby given that the City of Redmond, Washington has levied or intends to levy facility charges and tap, hook-up or connection charge on property which taps into or is served by water or sewer facilities constructed by virtue of contracts pursuant to RCW 35.91.020 or by the sale of revenue bonds, and notice is further given that the City of Redmond has levied or intends to levy additional connection charges authorized in RCW 35.92.025. The land affected or to be affected by such facility charges and tap, hook-up or connection charge is outlined on the maps marked EXHIBIT A TO NOTICE OF WATER AND SEWER CONNECTION CHARGE, City of Redmond, Washington, dated July 26, 1994, attached hereto and recorded herewith.

This notice is filed for record in the Office of the Auditor of King County, Washington, pursuant to and in accordance with provisions of RCW 65.08.170, and supersedes that certain Notice of Water and Sewer Connection Charge dated May 7, 1981 and recorded under King County Recorder No. 8106040664.

DATED this 26 day of July, 1994.

CITY OF REDMOND, WASHINGTON

Larry J. Works
Larry J. Works, City Engineer

ATTEST:

Doris A. Schaible
Doris Schaible, City Clerk 8-4-94

9408091502

8-00
DOE RTD
KING COUNTY RECORDS
940809-1502 08:05:00 PM

06/29/94
111178013.1A/CR/P0020.180.002

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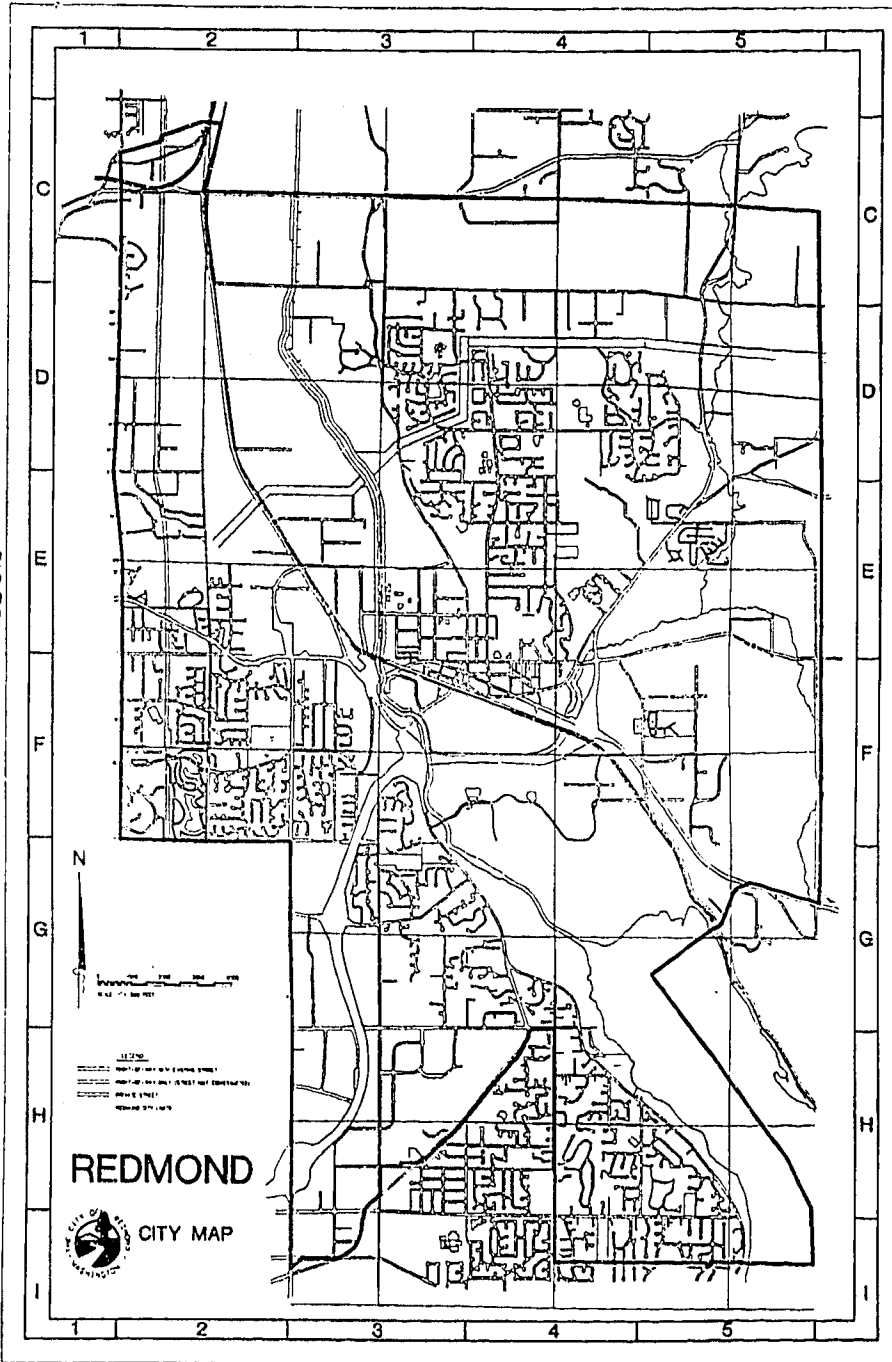
WATER/SEWER UTILITY

PLEASE RETURN TO:
CITY OF REDMOND
15070 NE 65TH ST
REDMOND, WA 98052

10

EXHIBIT A

9408091502



WATER/SEWER UTILITY

PLEASE RETURN TO:

CITY OF REDMOND
15670 NE 65TH ST
REDMOND, WA 98052