

# ALTA COMMITMENT FOR TITLE INSURANCE

Issued By agent:



## CHICAGO TITLE

COMPANY OF WASHINGTON

Commitment Number:

**0021553-06**  
**Update 2nd Report**

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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ALTA Commitment (Adopted: 06.17.2006)



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: Paula Adams Chicago Title Company of Washington 10500 NE 8th St., Suite 600 Bellevue, WA 98004 Phone: 425-646-9882 Fax: 425-637-3367 Main Phone: (425)455-4995 Email: Paula.Adams@ctt.com

**SCHEDULE A**

**ORDER NO. 0021553-06**

1. Effective Date: May 5, 2015 at 08:00 AM
2. Policy or (Policies) to be issued:

a. ALTA Owner's Policy 2006

Proposed Insured: William E. Buchan, Inc., a Washington Corporation  
 Policy Amount: \$3,200,000.00  
 Premium: \$ 3,772.00  
 Tax: \$ 358.34  
 Rate: Standard  
 Discount(s): Residential Resale with Combination  
 Total: \$ 4,130.34

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:

The Heirs and Devisees of Joan D. MacDonald, Deceased, and the Successor Trustee of the Joan D. MacDonald Living Trust established under the MacDonald Family Living Trust, as to Lot 1;  
 and The Successor Trustee of the Joan D. MacDonald Living Trust established under the MacDonald Family Living Trust, as to Lot 2

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**



**EXHIBIT "A"**  
Legal Description

Lots 1 and 2 of King County Testamentary Division No. L10M0004, recorded under recording number 20100405900009, in King County, Washington.

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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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ALTA Commitment (Adopted: 06.17.2006)



**SCHEDULE B**  
 (continued)

SPECIAL EXCEPTIONS

1. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on said Testamentary Division No. L10M0004, recorded under recording number 20100405900009.

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

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

Present rate of real estate excise tax as of the date herein is 1.78 percent.

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: Real Estate Excise Tax Affidavits must be printed as legal size forms).

An additional \$5.00 Electronic Technology Fee must be included in all excise tax payments.

If the transaction is exempt, an additional \$5.00 Affidavit Processing Fee is required.

3. 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.:	405570-0825-04
Levy Code:	1708
Assessed Value-Land:	\$696,000.00
Assessed Value-Improvements:	\$363,000.00
General and Special Taxes:	Billed: \$10,862.76
	Paid: \$ 5,431.38
	Unpaid: \$ 5,431.38

Affects: Lot 1



**SCHEDULE B**

(continued)

4. 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.: 405570-0826-03  
 Levy Code: 1708  
 Assessed Value-Land: \$683,000.00  
 Assessed Value-Improvements: \$ 31,000.00

General and Special Taxes: Billed: \$7,387.31  
 Paid: \$3,693.66  
 Unpaid: \$3,693.66

Affects: Lot 2

5. Please be advised that our search did not disclose any open mortgages of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
6. Pending probate proceedings in the estate of

Name of decedent: Joan D. MacDonald  
 Date of death: August 20, 2004  
 County: King  
 Court: Superior  
 Case No.: 04-4-04912-9  
 Personal Representative(s): Marcia M. Pettersen  
 Attorney for the Estate: Thomas Camblin Gores

The personal representative(s) has been granted non-intervention powers to sell, convey or mortgage the Land.

7. Terms, powers, conditions, and limitations of the Joan D. MacDonald Living Trust.

The Company will require a copy of the trust agreement and any amendments thereto for review.

If the property which is the subject of this transaction constitutes more than 25 percent of the net fair market value of the trust principal, proof must be furnished to the Company that the trustee has complied with the 20 day notice to the beneficiaries of the nature and terms of the intended transaction as provided in RCW 11.100.140.

The Company reserves the right to add additional items/exceptions or make further requirements after review of the requested documentation.

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**SCHEDULE B**

(continued)

8. Terms, powers, conditions, and limitations of the MacDonald Family Living Trust.

The Company will require a copy of the trust agreement and any amendments thereto for review.

If the property which is the subject of this transaction constitutes more than 25 percent of the net fair market value of the trust principal, proof must be furnished to the Company that the trustee has complied with the 20 day notice to the beneficiaries of the nature and terms of the intended transaction as provided in RCW 11.100.140.

The Company reserves the right to add additional items/exceptions or make further requirements after review of the requested documentation.

9. Abstract of judgment from Clark County, for the amount shown below, and any other amounts due:

Amount:	\$4,503,436.07
Against:	MacDonald Living Trust, et al
In Favor of:	Cowlitz Bank
Date entered:	May 17, 2010
Judgment Number:	10-9-15322-1
Superior Court Case Number:	10-2-17621-7
Attorney for Creditor:	Gregory R. Fox

Note: The above judgment may be a lien on said land if the judgment debtor named herein is the same party as MacDonald Family Living Trust.

Note: A copy of said judgment was also recorded under King County Recording No. 20100512000034.

10. Any rights, interests or claims which may exist or arise by reason of the following matters disclosed by a survey of said premises by Sadler Barnard & Assoc. dated April 20, 2007 under Job No. 2005-211, as follows:

Encroachment of a wood fence, appurtenant to said premises, lying up to 11.8 feet northerly of the northerly property line.

11. **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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ALTA Commitment (Adopted: 06.17.2006)



**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 Public Records indicate that the address of the improvement located on said Land is as follows:

12702 & 12704 72nd Avenue NE  
Kirkland, WA 98034

**Note C:** 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 D:** 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:

Lots 1 and 2, 20100405900009.  
Tax Account No.: 405570-0825 and 405570-0826

**END OF NOTES**

**END OF SCHEDULE B**

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ALTA Commitment (Adopted: 06.17.2006)



**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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FILED AT REQUEST OF:

Gores & Blais, P.S.

AFTER RECORDING MAIL TO:

Thomas C. Gores, Esq.  
Gores & Blais, P.S.  
Suite 2700  
1420 Fifth Avenue  
Seattle, WA 98101-2314  
(206) 628-2828

QUIT CLAIM DEED

THE GRANTORS, CLYDE V. MACDONALD (formerly known of title as C. V. MACDONALD) and JOAN D. MACDONALD, husband and wife, for and in consideration only of the benefits to be derived from transferring their property into a revocable trust for their benefit, convey and quit claim to THE GRANTEE, Clyde V. MacDonald, Trustee of the MacDonald Family Living Trust established under Trust Agreement dated August 8, 1991, the following described real estate, situated in the County of King, State of Washington, including any interest therein which Grantors may hereafter acquire:

Southerly 140 feet of westerly part of Lot 2, Block 13 in plat of Lake Park Add., owned by William Kinney, being 149 8/10 feet street frontage on West end, 504 feet more or less in length on the North side, 160 feet more or less in width on the East end, and 408.3 feet more or less long on the South line.

Also that Northerly part of Lot 3, Block 13 of same addition owned by William Kinney having on its westerly end 50 feet of Frontage on Third Street, and being 419.3 feet more or less on its North line, 100 feet on its East end, and approximately 418 feet more or less long on its South Side.

The properties described above containing about 2 1/4 acres.

More properly and accurately described as follows, to wit:

That portion of lots two (2) and three (3), block thirteen (13), Lake Park to the City of Seattle, according to plat thereof recorded in Volume 11 of

9506271461

.00

.00

E1434918 06/27/95



FILED AT REQUEST OF:

Gores & Blais, P.S.

AFTER RECORDING MAIL TO:

Thomas C. Gores, Esq.  
Gores & Blais, P.S.  
Suite 2700  
1420 Fifth Avenue  
Seattle, WA 98101-2314  
(206) 628-2828

.00

.00

QUIT CLAIM DEED

THE GRANTORS, CLYDE V. MACDONALD and JOAN D. MACDONALD, husband and wife, for and in consideration only of the benefits to be derived from transferring their property into a revocable trust for their benefit convey and quit claim to THE GRANTEE, Clyde V. MacDonald, Trustee of the MacDonald Family Living Trust established under Trust Agreement dated August 8, 1991, the following described real estate, situated in the County of King, State of Washington, including any interest therein which Grantors may hereafter acquire:

E1434921 06/27/95

That portion of Lot 2, Block 13, Lake Park to the City of Seattle, as per plat recorded in Volume 11 of plats, page 67, records of said county, described as follows: Beginning at the intersection of the easterly line of 72nd Avenue Northeast, as now established with the North line of said Lot; thence North 89°47'00" East along said North line 697.7 feet; thence South 17°01'00" West 296.4 feet; more or less, to the North line of a tract of land conveyed to C.V. MacDonald under Auditor's File No. 4385146; thence North 88°34' West 237 feet; thence North 89°39' West along said North line 274 feet, more or less, to the easterly line of 72nd Avenue Northeast, as now established and the Northwest corner of a tract of land conveyed to C.V. MacDonald under Auditor's File No. 4306282; thence North 19°31'30" West 298.6 feet to the point of beginning.

9506271462

SUBJECT TO: Easements, reservations, restrictions, covenants and conditions of record.

Dated this 18 day of July, 1994.

Clyde V. MacDonald  
Clyde V. MacDonald

Joan D. MacDonald  
Joan D. MacDonald

STATE OF WASHINGTON )  
                                  ) ss.  
COUNTY OF KING        )

On this day personally appeared before me CLYDE V. MACDONALD and JOAN D. MACDONALD to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

9506271462

GIVEN under my hand and official seal this 18 day of July, 1994.



Thomas C. Gores  
THOMAS C. GORES  
(Printed Name of Notary Public)  
Notary Public in and for the  
State of Washington  
My appointment expires 1/11/96

FILED AT REQUEST OF:

Gores & Blais, P.S.

AFTER RECORDING MAIL TO:

Thomas C. Gores, Esq.  
Gores & Blais, P.S.  
Suite 2700  
1420 Fifth Avenue  
Seattle, Washington 98101-2314  
(206) 628-2828

QUIT CLAIM DEED

THE GRANTOR, C. V. MACDONALD, a married man, as his separate estate, for and in consideration only of love and affection and establishing community property, conveys and quit claims to THE GRANTEE, JOAN D. MACDONALD, an undivided one-half (1/2) interest in the following described real estate, situated in the County of King, State of Washington, including any interest therein which Grantor may hereafter acquire:

Southerly 140 feet of westerly part of Lot 2, Block 13 in plat of Lake Park Add., owned by William Kinney, being 149 8/10 feet street frontage on West end, 504 feet more or less in length on the North side, 160 feet more or less in width on the East end, and 408.3 feet more or less long on the South line.

Also that Northerly part of Lot 3, Block 13 of same addition owned by William Kinney having on its westerly end 50 feet of Frontage on Third Street, and being 419.3 feet more or less on its North line, 100 feet on its East end, and approximately 418 feet more or less long on its South Side.

The properties described above containing about 2 1/4 acres.

More properly and accurately described as follows, to wit:

That portion of lots two (2) and three (3), block thirteen (13), Lake Park to the City of Seattle, according to plat thereof recorded in Volume 11 of plats, page 67, records of said county, described as follows:

9506280709

6.00

1:54:00 AM KING COUNTY RECORDS 002 SR

250628-0709

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E1435073 06/28/95





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PAGE 001 OF 004  
12/22/1999 15:15  
KING COUNTY, WA

E1728482  
12/22/1999 15:15  
KING COUNTY, WA  
TAX \$2.00  
SALE \$0.00

PAGE 001 OF 003

**Return Address:**

Christy C. Newman, Esq.  
Gores & Blais, P.S.  
1420 Fifth Avenue, Suite 2600  
Seattle, WA 98101-4049  
(206) 628-2828

**Document Title(s) (or transactions contained therein):**  
Quit Claim Deed

**Reference Number(s) of Document assigned or released:**  
n/a

**Grantor(s) (Last name first, then first name and initial(s)):**  
MacDonald, Joan D., Trustee of the MacDonald Family Living Trust u/t/d 8/8/91

**Grantee(s) (Last name first, then first name and initial(s)):**  
MacDonald, Joan D., Trustee of the Joan D. MacDonald Living Trust u/t/d 8/8/91

**Legal Description (abbreviated: i.e., lot, block, plat or section, township, range):**  
PARCEL 1: Sly 140 feet of Wly part of Lot 2, Block 13 in plat of LAKE PARK  
ADDITION TO THE CITY OF SEATTLE  
PARCEL 2: That portion of Lot 2, Block 13, LAKE PARK TO THE CITY OF  
SEATTLE, as per plat recorded in Volume 11 of Plats, page 67

**Assessor's Property Tax Parcel/Account Number(s):**  
405570 0825

1999 122 2001657

FILED AT REQUEST OF:

GORES & BLAIS, P.S.

AFTER RECORDING MAIL TO:

Christy C. Newman, Esq.  
Gores & Blais, P.S.  
1420 Fifth Avenue, Suite 2600  
Seattle, WA 98101-4049  
(206) 628-2828

### QUIT CLAIM DEED

THE GRANTOR, JOAN D. MacDONALD, Successor Trustee of the MacDonald Family Living Trust established under Trust Agreement dated August 8, 1991, as an inheritance and for no other consideration, conveys and quit claims to THE GRANTEE, JOAN D. MacDONALD, Trustee of the Joan D. MacDonald Living Trust established under the MacDonald Family Living Trust, the following described real estate, situated in the County of King, State of Washington, including any interest therein which Grantor may hereafter acquire:

Residence and lots located at 12704 72nd Avenue N.E., Kirkland, Washington 98034 and legally described as follows:

PARCEL 1:

Southerly 140 feet of Westerly part of Lot 2, Block 13 in plat of LAKE PARK ADDITION TO THE CITY OF SEATTLE, owned by William Kinney, being 149 8/10 feet street frontage on West end, 504 feet more or less in length on the North side, 160 feet more or less in width on the East end, and 408.3 feet more or less long on the South line.

Also that Northerly part of Lot 3, Block 13 of same addition owned by William Kinney having on its westerly end 50 feet of Frontage on Third Street, and being 419.3 feet more or less on its North line, 100 feet on its East end, and approximately 418 feet more or less long on its South Side.

The properties described above containing about 2 1/4 acres.

1999 122 2001657

More properly and accurately described as follows, to wit:

That portion of Lots 2 and 3, Block 13, LAKE PARK ADDITION TO THE CITY OF SEATTLE, according to plat thereof recorded in Volume 11 of Plats, page 67, records of said county, described as follows:

Beginning on the line between said Lots 2 and 3 at a point which is South  $84^{\circ}37'$  East 419.3 feet from the Westerly corner common to said Lots; thence North  $17^{\circ}01'$  East 160 feet; thence Northwesterly 504 feet, more or less, to a point on the Easterly line of 72nd Avenue Northeast as now established, which is South  $84^{\circ}37'$  East 11 feet and North  $19^{\circ}31'30''$  West 149.80 feet from the Southwest corner of said Lot 2; thence South  $19^{\circ}31'30''$  East 149.80 feet; thence North  $84^{\circ}37'$  West 11 feet to the Northwest corner of said Lot 3; thence along said Lot line South  $12^{\circ}16'$  West 50 feet; thence Southeasterly 420 feet, more or less, to a point which is South  $12^{\circ}42'15''$  West 100 feet from the place of beginning; thence North  $12^{\circ}42'15''$  East 100 feet to beginning.

PARCEL 2:

That portion of Lot 2, Block 13, LAKE PARK TO THE CITY OF SEATTLE, as per plat recorded in Volume 11 of Plats, page 67, records of King County, State of Washington, described as follows:

Beginning at the intersection of the Easterly line of 72nd Avenue Northeast, as now established with the North line of said Lot; thence North  $89^{\circ}47'00''$  East along said North line 697.7 feet; thence South  $17^{\circ}01'00''$  West 296.4 feet; more or less, to the North line of a tract of land conveyed to C.V. MacDonald under Auditor's File No. 4385146; thence North  $88^{\circ}34'$  West 237 feet; thence North  $89^{\circ}39'$  West along said North line 274 feet, more or less, to the Easterly line of 72nd Avenue Northeast, as now established and the Northwest corner of a tract of land conveyed to C.V. MacDonald under Auditor's File No. 4306282; thence North  $19^{\circ}31'30''$  West 298.6 feet to the point of beginning.

1999 122 2001657

Dated this 2 day of December, 1999.

Joan D. MacDonald  
Joan D. MacDonald, Trustee

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF KING         )

I certify that I know or have satisfactory evidence that JOAN D. MacDONALD is the individual who appeared before me, and said individual acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes therein mentioned.

DATED: December 2, 1999.

(Seal or stamp)



Karen L. Jorgensen  
KAREN L. JORGENSEN  
(Printed Name of Notary Public)  
Notary Public in and for the State of  
Washington, residing at Kenmore  
My appointment expires 9/17/2003

1999 122 2001657



TESTAMENTARY DIVISION

King County NO. L10M0004

KING COUNTY, WASHINGTON

SE 1/4 NW 1/4, SEC. 25, TWP. 26 N., RGE. 4 E., W.M. KING COUNTY, WASHINGTON

BOOK 270 PG. 238

REC. NO.

POR. LAKE PARK ADD. TO THE CITY OF SEATTLE

DECLARATION

KNOW ALL MEN BY THESE PRESENTS THAT WE THE UNDER-SIGNED OWNER(S) OF THE LAND HEREIN DESCRIBED DO HEREBY MAKE A TESTAMENTARY DIVISION THEREOF PURSUANT TO KCC19A.08.070.A.4.F., AND DECLARE THIS DIVISION TO BE THE GRAPHIC REPRESENTATION OF THE SAME, AND THAT SAID DIVISION IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE OWNER(S), AS FILED WITH THE SUPERIOR COURT OF THE STATE OF WASHINGTON FOR KING COUNTY, UNDER NO. 04-4-04912-9 SEA. IN WITNESS WHEREOF WE HAVE SET OUR HANDS AND SEALS.

04-4-04912-9 SEA

Marcia Pettersen

MARCIA PETTERSEN EXECUTRIX TO THE ESTATE OF JOAN D. MACDONALD

CORPORATION:

STATE OF WASHINGTON )
COUNTY OF KING ) SS

ON THIS DAY PERSONALLY APPEARED BEFORE ME Marcia Pettersen

TO ME KNOWN TO BE THE Executrix to The estate of Joan D. Macdonald

THE CORPORATION DESCRIBED IN 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 HE/SHE WAS AUTHORIZED TO EXECUTE THE SAID INSTRUMENT ON BEHALF OF THE CORPORATION.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 18th DAY OF March, 2010.

Shirinda MacMaximan

SIGNATURE NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON. MY COMMISSION EXPIRES 03/01/2012.



ORIGINAL LEGAL DESCRIPTION (TAX PARCEL 405570-0825)

THAT PORTION OF LOTS 2 AND 3, BLOCK 13, LAKE PARK ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 11 OF PLATS, PAGE 67, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING ON THE LINE BETWEEN SAID LOTS 2 AND 3 AT A POINT WHICH IS SOUTH 84°37' EAST 419.3 FEET FROM THE WESTERLY CORNER COMMON TO SAID LOTS; THENCE NORTH 17°01' EAST 160 FEET; THENCE NORTHWESTERLY 504 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY LINE OF 72ND AVENUE NORTHEAST AS NOW ESTABLISHED, WHICH IS SOUTH 84°37' EAST 11 FEET AND NORTH 19°31'30" WEST 149.80 FEET FROM THE SOUTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 19°31'30" WEST 149.80 FEET; THENCE NORTH 84°37' WEST 11 FEET TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE ALONG SAID LOT LINE SOUTH 12°16' WEST 50 FEET; THENCE SOUTHEASTERLY 420 FEET, MORE OR LESS, TO A POINT WHICH IS SOUTH 12°42'15" WEST 100 FEET FROM THE PLACE OF BEGINNING; THENCE NORTH 12°42'15" EAST 100 FEET TO THE BEGINNING;

EXCEPT THAT PORTION THEREOF, IF ANY, LYING SOUTHEASTERLY OF THE NORTHWESTERLY LINE OF THAT CERTAIN TRACT OF LAND CONVEYED TO H.A. LANGDON BY DEED RECORDED UNDER RECORDING NUMBER 1172879.

TOGETHER WITH

THAT PORTION OF LOT 2, BLOCK 13, LAKE PARK ADDITION TO THE CITY OF SEATTLE, AS PER PLAT RECORDED IN VOLUME 11 OF PLATS, PAGE 67, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF 72ND AVENUE NORTHEAST, AS NOW ESTABLISHED WITH THE NORTH LINE OF SAID LOT; THENCE NORTH 89°47'00" EAST ALONG SAID NORTH LINE 697.7 FEET; THENCE SOUTH 17°01'00" WEST 296.4 FEET, MORE OR LESS, TO THE NORTH LINE OF A TRACT OF LAND CONVEYED TO C.V. MACDONALD UNDER AUDITOR'S FILE NO. 4385146; THENCE NORTH 88°34' WEST 237 FEET; THENCE NORTH 89°39' WEST ALONG SAID NORTH LINE 274 FEET, MORE OR LESS, TO THE EASTERLY LINE OF 72ND AVENUE NORTHEAST, AS NOW ESTABLISHED AND THE NORTHWEST CORNER OF A TRACT OF LAND CONVEYED TO C.V. MACDONALD UNDER AUDITOR'S FILE NO. 4306282; THENCE NORTH 19°31'30" WEST 298.6 FEET TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION THEREOF, IF ANY, LYING SOUTHEASTERLY OF THE NORTHWESTERLY LINE OF THAT CERTAIN TRACT OF LAND CONVEYED TO H.A. LANGDON BY DEED RECORDED UNDER RECORDING NUMBER 1172879.

TOGETHER WITH

THAT PORTION OF LOT 2, BLOCK 13, LAKE PARK ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 11 OF PLATS, PAGE 67, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING ON THE LINE BETWEEN LOTS 2 AND 3, BLOCK 13, SAID ADDITION AT A POINT WHICH IS SOUTH 84°47' EAST, 419.3 FEET FROM THE WESTERLY CORNER COMMON TO SAID LOTS; THENCE NORTH 17°01' EAST 160 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 17°01' EAST 23.70 FEET; THENCE NORTH 88°34' WEST 237 FEET; THENCE NORTH 89°39' WEST 274 FEET MORE OR LESS TO THE EASTERLY LINE OF 72ND AVENUE NORTHEAST AS NOW ESTABLISHED AND THE NORTHWEST CORNER OF A TRACT OF LAND CONVEYED TO C.V. MACDONALD UNDER AUDITOR'S FILE NO. 4306282, IN KING COUNTY, WASHINGTON; THENCE SOUTH 86°31' EAST ALONG THE NORTH LINE OF SAID MACDONALD TRACT 504 FEET, MORE OR LESS TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION THEREOF, IF ANY, LYING SOUTHEASTERLY OF THE NORTHWESTERLY LINE OF THAT CERTAIN TRACT OF LAND CONVEYED TO H.A. LANGDON BY DEED RECORDED UNDER RECORDING NUMBER 1172879.

THE LEGAL DESCRIPTIONS SHOWN HEREON WERE TAKEN FROM A PLAT CERTIFICATE PREPARED BY CHICAGO TITLE INSURANCE COMPANY, ORDER NUMBER 1298836, DATED DECEMBER 14, 2009 AT 8:00AM.

SURVEYORS NARRATIVE:

THE PURPOSE OF THIS SURVEY IS TO ESTABLISH A TESTAMENTARY SUBDIVISION OF THE SUBJECT PROPERTY, CONSISTENT WITH RCW 58.17.040(3) AND KCC 19A.08.040(D)

SURVEY NOTES:

- 1.) BASIS OF BEARING: ASSUMED BETWEEN TWO CENTERLINE MONUMENTS ALONG 72ND AVENUE NORTHWEST, BEING A BEARING OF NORTH 14° 32' 31" EAST.
2.) MONUMENT VISITATION DATE: UNLESS OTHERWISE INDICATED, SURVEY MONUMENTS OR MARKERS SHOWN HEREON WERE VISITED & OBSERVED DURING NOVEMBER 2009.
3.) FIELD SURVEY METHODOLOGY: FIELD MEASUREMENTS FOR THIS SURVEY WERE PERFORMED USING A 5-SECOND OR BETTER ELECTRONIC TOTAL STATION IN CONFORMANCE WITH ACCEPTED SURVEY PROCEDURES WHICH MEET OR EXCEED STATE STANDARDS AS SPECIFIED BY WAC-332-130 WITH REGARD TO LINEAR AND ANGULAR CLOSURES.
4.) INSTRUMENT CALIBRATION: ALL MEASURING INSTRUMENTS EMPLOYED IN THIS SURVEY HAVE BEEN MAINTAINED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND HAVE BEEN COMPARED WITH AND ADJUSTED TO A NATIONAL GEODETIC SURVEY CALIBRATED BASELINE WITHIN THE PRECEDING 12 MONTHS.
5.) THIS MAP GRAPHICALLY REPRESENTS CONDITIONS AND FEATURES EXISTING AT THE TIME OF THIS SURVEY ONLY.
6.) THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE CLIENT SHOWN HEREON. ITS USE DOES NOT EXTEND TO ANY UNNAMED PERSON OR PERSONS WITHOUT THE EXPRESS RECERTIFICATION BY THIS SURVEYOR NAMING SUCH PARTY.
7.) FOR YOUR INFORMATION: 0.0833 FEET = 1 INCH ON THE GROUND.
8.) KING COUNTY TAX PARCEL NUMBER: 4055700825.
9.) PROPERTY AREA: LOT 1 164,331 SqFt. LOT 2 110,136 SqFt. TOTAL 274,467 SqFt.

REFERENCE SURVEYS:

- 1.) RECORD OF SURVEY BY SADLER/BARNARD & ASSOCIATES KING COUNTY RECORDING NUMBER 20070424900013
2.) PARK LAKE ADDITION TO THE CITY OF SEATTLE RECORDED IN VOLUME 11 OF PLATS AT PAGE 67, KING COUNTY RECORDS.
3.) PLAT OF HOLIDAY LANE RECORDED IN VOLUME 70 OF PLATS AT PAGE 32, KING COUNTY RECORDS
4.) MACDONALD HEIGHTS RECORDED IN VOLUME 89 OF PLATS AT PAGES 92 AND 93, KING COUNTY RECORDS
5.) RECORD OF SURVEY BY LOVELL - SAUERLAND AND ASSOCIATES INC. KING COUNTY RECORDING NUMBER 7909069003 RECORDED IN VOLUME 20 OF SURVEY AT PAGE 55

APPROVAL

DEPARTMENT OF DEVELOPMENT AND ENVIRONMENTAL SERVICES

APPROVED THIS 1st DAY OF APRIL, 2010.

Raymond E. Florent, PLS DDES CHIEF LAND SURVEYOR, PLATTING UNIT, LAND USE SERVICES DIVISION

KING COUNTY DEPARTMENT OF ASSESSMENTS EXAMINED & APPROVED THIS 5th DAY OF APRIL, 2010

Lloyd Haas KING COUNTY ASSESSOR

Shirinda MacMaximan DEPUTY KING COUNTY ASSESSOR

TESTAMENTARY SUBDIVISION SURVEY FOR

MARCIA PETTERSEN C/O LANG ASSOCIATES, INC. 7156 NE 126TH ST. KIRKLAND, WA 98034

APPROVAL NOTES:

THIS REQUEST QUALIFIES FOR EXEMPTION UNDER KCC 19A19.08.070.A.4.F. IT IS NOT TO BE REGARDED AS A COMMITMENT OF ANY SORT BY KING COUNTY THAT THE LOTS IN THEIR PRESENT STATE CONTAIN A BUILDING SITE; OR THAT THE LOTS MAY BECOME BUILDING SITES THROUGH THE BOUNDARY LINE ADJUSTMENT PROCESS; OR ARE SUITABLE FOR DEVELOPMENT UNDER APPLICABLE KING COUNTY ORDINANCES. ANY APPLICATION FOR DEVELOPMENT APPROVAL WILL BE REVIEWED UNDER THE ORDINANCES AND LAWS IN EFFECT AT THAT TIME.

RECORDER NO:



20100405900009

DDES DEPT. OF SPM 133.00 PAGE-001 OF 002 04/05/2010 14:48 KING COUNTY, WA

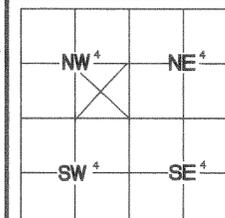
COUNTY RECORDER / AUDITOR

LAND SURVEYOR'S CERTIFICATE

THIS TESTAMENTARY DIVISION CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH STATE AND COUNTY STATUTES

IN MARCH 18, 2010

James A. Coan Sr. JAMES A. COAN SR., CERTIFICATE NO. 33647



INDEXING INFORMATION

SE 1/4 NW 1/4

SECTION: 25 TOWNSHIP: 26 RANGE: 4 COUNTY: KING



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Table with 3 columns: DRAWN BY, DATE, JOB NO.; CHECKED BY, SCALE, SHEET. Values include BPM/KAP, JAN 12, 2010, 9063, JAC, 1"=50', 1 OF 2.

