

**Port of Seattle
Lora Lake Apartments Site**

**Remedial Investigation/
Feasibility Study**

Volume I

**Appendix A
Historic Uses of the Port of Seattle Lora
Lake Apartments Parcel**

FINAL

**HISTORIC USES OF THE PORT OF SEATTLE
LORA LAKE APARTMENTS PARCEL
15001 DES MOINES MEMORIAL DRIVE
BURIEN, WA 98148**

(King County Tax Parcel No. 2023049105)

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1.0 INTRODUCTION

On behalf of the Port of Seattle (Port), Stirling Consulting investigated historic uses of the Lora Lake Apartments parcel and surrounding properties. This report presents the results of that research and includes supporting documentation.

The report is organized into five parts. The first part summarizes the results of geotechnical and environmental investigations conducted on the parcel between 1986 and 2009. The second part provides new information about past parcel uses and includes detailed information about title ownership from 1940 to the present, as well as historical leases and easements. Part three reviews the history of drainage problems and the presence of sanitary and storm sewer lines associated with the subject parcel as obtained from extensive government agency public records requests. Part four reviews historic uses of surrounding properties. Part five reviews potential off-parcel sources of environmental contaminants to the subject parcel's surface and subsurface soils and groundwater.

The road located on the east side of the parcel was known historically as County Road No. 88, Permanent County Highway No. 14, Highline Road, and Des Moines Way. However, its name was changed from Des Moines Way to "Des Moines Memorial Drive" in 1984 and that name is used throughout this report, except when a different road name is cited in the historical record.¹

Because this study is not a Phase I ESA, a review of government environmental databases was not conducted to determine if parcels within a designated radius appear on federal, state, or local environmental databases. Rather, environmental database information from previous environmental investigations was utilized. In addition, historical documentation gathered as part of this research revealed potential off-parcel source contributors.

¹ King County Ordinance No. 7041.

Supporting documents are organized into a notebook behind numbered tabbed dividers. Multiple related documents are separated by captioned colored inserts. Tab callouts are included (e.g., **Tab A**) so the reader of this report can consult the original source of information for confirmation and additional details. A complete collection of historical aerial photography is provided on an enclosed CD-ROM as is the complete title search conducted for the Port by First American Title Insurance Company.

1.1 SUPPORTING DOCUMENTATION

Tab A:	Aerial photographs: 1936, 1946, 1956, 1960, 1961, 1965, 1969, 1970, 1982, 1985, 1988, 1990, 1992, 1993, 2000, 2002, 2003, 2005, 2007, and 2010
Tab B:	Topographic maps: 1900, 1949, 1968, 1973, 1978, and 1995
Tab C:	Kroll Map Company county atlases: 1912, 1930, 1950, 1958, and 1970
Tab D:	Chain of Title Search
Tab E:	Previous geotechnical and environmental reports: Golder Associates, Dames & Moore, Parametrix, GeoScience Management, and ENSR/AECOM.
Tab F:	King County Assessor parcel map and data
Tab G:	City of Burien Public Records Request
Tab H:	Southwest Suburban Sewer District Public Records Request
Tab I:	King County Department of Parks & Natural Resources, Water & Land Resources Division, Stormwater Services Section Public Records Request
Tab J:	King County Department of Transportation, Road Services Division, Historical Public Works Department File “Lora Lake”: 1975 memo regarding a drainage system at Burien Auto Wrecking and 1976 inspector’s daily report titled “Lora Lake and Storm Line thru Burien Auto Wrecking”
Tab K:	King County Archives: Commissioner’s Resolution No. 8541 re: vacation of South 149 th Street
Tab L:	Washington State Archives, Puget Sound Region: King County Assessor Real Property Record Cards
Tab M:	Washington Pollution Control Commission Reports of Investigation

- Tab N: *Seattle Times*' classified ads related to Burien Auto Wrecking
- Tab O: Sunnydale Substation documents (15002 8th Avenue South)
- Tab P: Shell/Exxon Gas Station documents (15041 Des Moines Memorial Drive)
- Tab Q: La Paloma 2 Apartments documents
- Tab R: Drainage History Maps

2.0 PREVIOUS PARCEL INVESTIGATIONS, 1986-2009 (Tab E)

Between 1986 and 2009 numerous geotechnical and environmental investigations of the subject parcel were conducted related to anticipated parcel development and to address contamination revealed during parcel visits and environmental sampling. The Lora Lake Apartments parcel is located within the City of Burien at the address of 15001 Des Moines Memorial Drive. It is bordered by State Route-518 to the north and by 8th Avenue S. to the west. The apartment complex was built in 1986 and was acquired by the Port in 1998 as part of the Seattle-Tacoma International Airport's Third Runway project.

Excerpts from previous environmental investigations are presented below in chronological order and relate to the subject parcel in general as well as to the principal historical occupants, Novak Barrel Company, Burien Auto Wrecking and the Lora Lake Apartments complex. These excerpts are general in nature as more detailed discussions about previous investigations are included in the RI/FS (the original reports can be found in Tab E of the corresponding document notebook).

The principal historical occupants of the subject parcel are discussed in sections 3.2, 3.3, and 3.4 of this report.

2.1 Golder Associates

In August 1986 Golder Associates conducted a preliminary geotechnical investigation of the subject parcel for the Mueller Group, the owner of the Lora Lake Apartments Complex. The only environmental concern identified was the former Novak Barrel Company operation. Key excerpts from this report include:

Surface Conditions

The parcel is irregular in shape and covers approximately 7 acres. The area investigated consisted of a former auto wrecking yard and three adjacent properties to the north. A portion of the east parcel boundary is bordered by Des Moines Way South. At the time of our investigation, the wrecking yard was abandoned and was enclosed by a chain link fence. In this area, ground cover consisted of grasses, brush and occasional trees with scattered and abandoned machinery. Structures indicated on a survey prepared by Barghausen Consulting Engineers, Inc., dated April 25, 1986 had been removed prior to the parcel exploration.

Generally, grades in the middle of the wrecking yard were 8 to 23 feet higher than surrounding grades.

Potentially Contaminated Soils

Test pit TP-2, located near the middle of the wrecking yard area east of the former tin building encountered what appeared to be a waste pit with concrete sides. Within the pit was observed oil or chemical soaked soil and sludge or chemical residue extending to a depth of about 5 feet. The sludge was underlain by native sand and gravel. We were informed by the owner of the yard that this may have been the parcel of a former barrel cleaning facility in operation prior to his occupancy. Subsurface chemicals were not observed at any other test pit locations although oil soaked soil was noted at the ground surface at the southeast corner of the yard.

In September 1986 Golder Associates conducted a full geotechnical investigation on the Lora Lake Apartments parcel for the Mueller Group. Along with confirming the observations made in their August 1986 report, the following observations and test pit results were provided:

Field Investigation

The multi-phased field investigation was performed on July 22 and 28, and September 4, 1986 and consisted of the excavation of a total of 30 exploration test pits. Subsequent to the initial field studies, another test pit exploration program was performed on September 4, 1986 to delineate the extent of contaminated materials encountered in a waste pit at the east end of the former location of a tin building. For this program, an additional 10 test pits were excavated to depths of 5 to 11 feet at various locations around the footprint of the former tin building...Four of the test pits were excavated immediately adjacent to the waste pit.

Surface Conditions

Research of available information indicates the parcel area was originally a farm or orchard prior to about 1940. The former tin building indicated by the parcel surveys was reportedly the parcel of a barrel cleaning facility operated during the 1940s. Previous air photos of the parcel area did not contain sufficient information to conclusively indicate whether areas of the parcel other than the former tin building were part of the cleaning operations. Reportedly, the recent auto wrecking operations commenced in the early 1950s.

Contaminated Materials

During the initial field investigation, performed on July 22, test pit TP-2, located east of the location of the former tin building, encountered what appeared to be a waste pit with three concrete sides. Within the pit was observed 3 feet of gravel and cobble fill underlain by oil or chemical soaked soil and sludge extending to a depth of about 5 feet. The sludge was underlain by native sand and gravel.

During the field exploration conducted on September 4, contaminated materials were observed at the east and southeast portions of the former tin building footprint. Test pit TP-21, near the southeast building corner, disclosed stained soils and fragments of what appeared to be sludge or caulking compound to a depth of about 1.5 feet. Test pits TP-27 through TP-30 were excavated adjacent to the waste pit east of the former building. These explorations indicated that the waste pit was approximately 8 to 9 feet square and had concrete sides on the north, south and west extending to a depth of about 8 feet. No sidewall was observed on the north side of the pit.

Test pit TP-28 on the east side of the pit, disclosed that the sludge was overlain by 3 feet of gravel and feet. Within the pit, test pit TP-2 disclosed that the sludge extending to a depth of about 5 feet and was underlain by native sand and gravel; a bottom to the pit was not observed. Suspect soil or contaminated material was not observed at other areas beyond the east and southeast corner of the building location.

The results of the chemical analysis of a composited sample of the contaminated material...indicate that the material contains some heavy metals, phenols and volatile organics. The analysis for PCB could not be completed because of the presence of another substance which interfered with the analysis...The results of the volatile organics analysis indicates that the composited sample tested also contained the constituents of some organic solvents.

Remedial Work for Contaminated Materials

As discussed...the test pit explorations encountered suspect soils and contaminated materials in what appeared to be a waste pit east of the location of the former tin building. In our opinion, the test pits have adequately defined the extent of the contaminated area observed and we conservatively estimate the contents of the pit to contain 35 to 40 cubic yards including the concrete sidewalls.

In March 1987, Golder Associates observed the excavation of contaminated material from the contaminated sludge pit area describe above by Chemical Waste Management Inc., noting “the excavated materials were temporarily stored in a covered stockpile in the northwest portion of the parcel and will later be disposed of properly.”

Golder appears to have completed its work for the Mueller Group in June 1987 by conducting a Phase II investigation and cleanup activities on the parcel. Along with confirming previous parcel observations and historical parcel uses history research, Golder provided new information in their June 1987 report as follows:

Site History

Novak Barrel Cleaning Company began operation in approximately 1940 on the property, currently known as the Lora Lakes Parcel. Washington State Archive photographs, taken at the parcel in the 1940s, indicate a building with several barrels located adjacent to the structure. Prior to the barrel cleaning operation, an orchard and a private residence were maintained.

Phase I and II Parcel Investigation and Clean-up

Approximately 140 cubic yards of contaminated soil was removed from the sludge pit area.

Upon review of the laboratory analysis of soil samples collected during the Phase I investigation, additional soil sample and analysis was recommended by GAI to further define the vertical extent of contaminated soil in the sludge pit area. On April 3, 1987 the Phase II investigation was performed...No visual indication of contaminated soils or measurable volatile organic vapors were found in the test pits, with the exception of TP-35. An old concrete sump containing visually contaminated soil and residual materials was excavated from TP-35, and moved to the temporary stockpile.

In conclusion, the slightly elevated lead and zinc values measured during the Phase II investigation do not exceed the extremely hazardous waste or dangerous waste regulations set forth in WAC 713-303-090. The lateral and vertical extent of contaminated soil found in each phase of this investigation was removed to the temporary storage parcel and eventually to a regulated hazardous waste disposal facility.

In December 1987, the Washington State Department of Ecology informed The Mueller Group that:

The waste pit investigation and clean-up activities described in the reports followed standard engineering procedures used on parcels of this type. Work appears to have been done in a professional manner using environmentally sound criteria which will protect the public. At this time, no additional investigation is required. Ecology representatives were not on-parcel during excavation or sampling and cannot verify that procedures achieved clean-up levels. Therefore, our review is based on the written reports provided by the consultant. Ecology cannot waive current or future liability for any damage to the environment or property.

2.2 Dames & Moore

In June 1991, Dames & Moore conducted a Preliminary Parcel Assessment of the Lora Lake and Holly Ridge apartment complexes for Santa Anita Realty Enterprises. Regarding the Lora Lake Apartments parcel, Dames & Moore noted the following:

Parcel Reconnaissance

Lora Lake comprises 22 buildings...Each apartment complex includes associated asphalt parking stalls and driveways. Less than ten percent of the total property area at each complex consists of landscaped or grassed terrain. According to Messrs. Robertson and Mitchell, maintenance of the terrain is contracted to an outside vendor. Both of the asphalt and terrain areas contained storm-water drainages...Lora Lake also contains an outdoor pool. Minor amounts of pool chemicals and cleaners are stored in closets in close proximity to the pools at both complexes. Minor amounts of paints, solvents, adhesives, oil and all-purpose cleansers are stored in maintenance shops at each complex. Most flammable chemicals are stored in decommissioned refrigerators as advised by the local fire department. Evidence of significant spill or stains was not noted. Residual oil was observed within a drainage grate located on the western and southwestern portions of the Lora Lake. According to Dianna Graham, Manager of Lora Lake, tenants are not permitted to perform vehicle maintenance on the premises. Minor amounts of motor-oil staining was noted in several parking stalls at both complexes.

Conclusions

Based upon information reviewed to date during this assessment, there is little evidence to indicate that the parcels may have been environmentally impaired by the “presence, use, storage, handling or disposal practices involving hazardous substances,”

2.3 Parametrix

In May 1998 Parametrix, Inc. conducted a Phase I Environmental Parcel Assessment of the Lora Lake Apartments complex for the Port of Seattle in anticipation of property purchase in advance of construction of the third runway. Additionally, in their 1998 Phase 1 ESA, Parametrix concluded that the only environmental liability of concern identified on the parcel was the former wrecking yard and noted the following:

On the basis of information presented in this report, the following environmental concern has been identified: the aerial photograph review and one of the interviews indicates that the project parcel appears to have been an automobile wrecking yard. The photographs show the wrecking yard from at least 1956 to 1980. This long history of automotive activities presents a potential for contamination at the project parcel.

2.4 GeoScience Management, Inc.

In April 2008 GeoScience Management, Inc. prepared a report documenting subsurface investigation activities at the Lora Lake apartment complex. The purpose of the report was to “determine whether residual soil and/or groundwater contamination remained in the area remediated by Golder in 1987. Therefore, GSM conducted a subsurface investigation in the vicinity of an existing recreation building by advancing 9 geoprobe soil borings and collecting soil and groundwater samples. GSM also installed a permanent 2-inch diameter monitoring well. The existing recreation building appeared to the location of previous sampling conducted by Golder Associates in 1986-1987 and the location of the former Novak Barrel waste pit. At several boring locations gravel was found stained with an oil-like substance and which had a moderate to strong petroleum-like odor.

2.5 ENSR/AECOM

In May 2008, ENSR Corporation conducted a soil, groundwater, and sub-slab investigation of the Lora Lake Apartment parcel in order to characterize potential human health risks from exposure to chemicals in soil, groundwater, and soil vapor. ENSR found that:

The investigation work reported herein demonstrates that soil and shallow groundwater at the LLA site contain hazardous chemicals at concentrations exceeding protective levels in the context of residential site use. Sub-slab soil vapor tests suggest that indoor air quality is unlikely to be impacted by the soil and groundwater contamination at levels that would pose risks to potential future occupants of the building.

ENSR also concluded that:

Results of the field investigation...combined with findings of the earlier investigations...demonstrate that both soil and shallow groundwater located on property occupied by the Lora Lakes Apartment complex are contaminated at levels that exceed MTCA Method B cleanup concentrations for unrestricted (i.e., residential) land use. Previous uses of the land (barrel cleaning, auto wrecking) and the investigation/cleanup actions taken before construction of the apartment complex make a strong case for the source(s) of existing site contamination being tied to the aforementioned activities.

In August 2008, ENSR Corporation conducted a supplemental groundwater investigation of the subject parcel in order to resolve the question of whether groundwater contamination was present offsite and if so, the approximate location of the down-gradient extent of the plume. As part of the investigation, four groundwater monitoring wells were installed down gradient and outside the subject parcel boundary. Based on their investigation, ENSR Corporation concluded that “the results of groundwater investigative work...combined with findings of the earlier investigation (ENSR, 2008) suggest that the site is not contributing metals, SVOCs and TPH to shallow groundwater down-gradient of the [sic] at levels of regulatory concern.

In September 2009, AECOM, Inc. reviewed and summarized previous subject parcel investigations in order to develop a preliminary Conceptual Site Model describing potential source areas, the nature and extent of chemicals of potential concern, their fate and transport in the environment, potential exposure pathways, and receptors. In addition, AECOM identified the following data-gaps and provided a general scope of work to address them:

- *Subsurface soil impacts in the central portion of the parcel*
- *Petroleum-impacted soil and groundwater on northeastern portion of the parcel*
- *Dioxin and furan contamination in the surface soil*
- *Hydraulic properties of the perched ground water zone in the vicinity of the Lora Lake apartments*
- *Additional groundwater quality information*

3.0 HISTORIC USES OF THE SUBJECT PARCEL

There are three known historical occupants of the subject parcel (Novak Barrel, Burien Auto Wrecking, and the Lora Lake Apartments complex). The following section of this report includes a chronological listing of real estate transactions related to the subject parcel followed by more specific information about the three parcel occupants and their uses of the subject parcel. Information about subject parcel uses is based on a review of archival documents and analysis of historical aerial photography.

3.1 LAND TITLE HISTORY

A 70-year chain-of-title search (**Tab D**) was acquired from Pacific Title Company through the Port of Seattle’s real estate office. Due to the massive number of title documents uncovered as part of the historical title search, only transactions involving those owners/operators associated with historic uses of concern, and easements and liens of interest, are included in the following table. Each line represents a separate transaction or title action.

Date	Action	Grantor	Grantee
1943	Deed	John & Edith Johnson	Joseph & Lottie Novak
1952	Deed	Ben & Grace Arnold	John & Lois Streeter
1952	Deed	Joseph & Lottie Novak	Jerome Novak
1952	Deed	Jerome Novak	Ben & Grace Arnold
1956	Assignment of Contract	Victor & Edith Hanson	Ben & Grace Arnold
1959	Deed	Irene Anderson	Ben & Grace Arnold
1959	Deed	Donald & Amy Siefken	Ben & Grace Arnold
1960	Deed	John Streater	Ben & Grace Arnold
1966	Deed	Mildred Hill	Ben & Grace Arnold
1970	Deed	Mildred Hill	Ben & Grace Arnold
1972	Easement for temporary construction	Ben & Grace Arnold	Southwest Suburban Sewer District
1972	Easement	Ben & Grace Arnold	Southwest Suburban Sewer District
1972	Easement for Slopes	Ben & Grace Arnold	King County
1974	Drainage Easement	Ben & Grace Arnold	King County
1974	Drainage Easement	Ben & Grace Arnold	King County
1974	Drainage Easement	Ben & Grace Arnold	King County
1982	Quit Claim Deed	Ben Arnold	Grace Arnold
1986	Statutory Warranty Deed	Steve & Linda Porthen	Mueller Development Company
1986	Statutory Warranty Deed	Harold & Grace Malinak who acquired title as Grace Arnold	Mueller Development Company
1986	Deed of Trust	Mueller Development Company	Seattle First National Bank

1987	Statutory Warranty Deed	Ralph Morris	Mueller Development Company
1987	Statutory Warranty Deed	Ralph & Vicki Hyett	Mueller Development Company
1987	Deed of Trust	Mueller Development Company & Chambers Creek II	Seafirst Mortgage Corporation
1987	Note and Deed of Trust	Mueller Development Company	Seafirst Mortgage Corporation
1987	Note and Deed of Trust	Chambers Creek II	Seafirst Mortgage Corporation
1987	Agreement for Payment of Connection charge	Mueller Development Company	Southwest Suburban Sewer District
1987	Commercial Easement and Right of Entry Agreement	Mueller Development Company	Satellite Scanners, Inc.
1987	Note and Deed of trust Modification and Spreading Agreement	Mueller Development Company	Seafirst Mortgage Corporation
1987	Deed of Trust	Mueller Development Company	Seattle First National Bank
1987	Easement	Mueller Development Company	Pacific Northwest Bell
1987	Full Reconveyance	Mueller Development Company	Seattle First National Bank
1987	Easement (underground and surface rights)	Mueller Development Company	City of Seattle
1987	Easement	Mueller Development Company	City of Seattle
1987	Easement for Water Utilities	Mueller Development Company	King County Water District No. 20
1987	Bill of Sale of Water Main	Mueller Development Company	King County Water District No. 20
1987	Deed of Trust	Mueller Development Company	Seattle First National Bank
1987	Note and Deed of Trust Modification and Spreading Agreement	Mueller Development Company	Seattle First National Bank
1987	Note and Deed of Trust Modification and Spreading Agreement	Mueller Development Company	Seattle First National Bank
1987	Easement	Mueller Development Company	City of Seattle
1988	Subsurface Drainage Easement	Mueller Development Company	King County
1988	Relinquishment of Easement	King County	No name provided
1988	Indemnity Agreement	Mueller Development Company	King County Water District No. 20
1988	Quit Claim Deed	King County	Mueller Development Company
1988	Warranty Deed	Mueller Development Company	King County
1988	Quit Claim Deed	State of Washington	Mueller Development Company
1988	Statutory Warranty Deed	Mueller Development Company	The Equitable Life Assurance Society
1988	Reconveyance	Seattle First National Bank	Mueller Development
1988	Full Reconveyance	Mueller Development	DWTR&J Corp.
1989	Full Reconveyance	Mueller Development	DWTR&J Corp.
1991	Special Warranty Deed	The Equitable Life Assurance Society	Santa Anita Realty Enterprises
1991	Deed of Trust and Security Agreement	Santa Anita Realty Enterprises	The Equitable Life Assurance Society

1991	Assignment of Lessor's interest in Rental Agreement	Santa Anita Realty Enterprises	The Equitable Life Assurance Society
1993	Special Warranty Deed	Santa Anita Realty Enterprises	Pacific Gulf Properties, Inc.
1993	Assignments and Assumption of Leases	Santa Anita Realty Enterprises	Pacific Gulf Properties, Inc.
1994	Deed of Trust	Pacific Gulf Properties, Inc.	Bank of America
1995	Deed of Trust	Pacific Gulf Properties, Inc.	Bank of America
1995	Memorandum of Agreement and Quitclaim	Pacific Gulf Properties	Interactive Cable Systems, Inc.
1995	Agreement	Pacific Gulf Properties	Interactive Cable Systems, Inc.
1995	Full Reconveyance	Bank of America	Pacific Gulf Properties
1996	Resignation and Appointment of Successor	The Equitable Life Assurance Society	First American Title
1996	Full Reconveyance	Santa Anita Realty	The Equitable Life Assurance Society
1998	Deed of Reconveyance	The Equitable Life Assurance Society	Chicago Title
1998	Statutory Warranty Deed	Pacific Gulf Properties	Port of Seattle
2000	Statutory Warranty Deed	Port of Seattle	King County Housing Authority
2000	Broadband Right of Entry Agreement	King County Housing Authority	TCI Cablevision
2000	Agreement and Grant of Easement	King County Housing Authority	TCI Cablevision
2002	Ordinance No. 8541	King County	NA
2004	Amended Statutory Warranty Deed	Port of Seattle	King County Housing Authority
2007	Quit Claim Deed	King County Housing Authority	Port of Seattle
2010	Record of Survey	Qwest	NA

3.2 NOVAK BARREL COMPANY

The Novak Barrel Company was incorporated in the State of Washington in June 1939 by Joseph and Lottie Novak and V.C. Decker and Otto J. Rouse in order to “buy, sell, deal in and with, manufacture, recondition and repair barrels, drums and shipping containers of all kinds and descriptions.” The company was administratively dissolved in October 1940.² Incorporation and dissolution both occurred prior to the Novak’s acquisition of the actual property in 1943 from John & Edith Johnson.

² Corporate documents acquired from the Washington Secretary of State, Corporations Division.

King County historical real property record cards (**Tab L**) show that an industrial type building identified as a “warehouse” was constructed on the parcel in 1940 at the address of 15001 Des Moines Way. The structure was galvanized iron construction, measured 142 feet by 40 feet, was situated on a wood and post concrete block foundation, and was heated by a stove. The structure was also divided into two parts with the larger portion having a wood plank floor and the smaller portion having a concrete floor. It is possible that barrel washing occurred in the smaller portion of the structure. The structure was enclosed by a steel post and cedar fence. Although not referenced on the cards, a photograph of the structure appears to show several smoke-stacks. The cards also reveal that an unidentified structure was erected in 1942.

It is not clear how long the barrel washing facility was in operation, however, it was in operation until at least 1947 as evidenced by Washington Pollution Control Commission (WPCC) records. In 1952, the Novak’s sold the property to Benjamin and Grace Arnold who then developed the property into an auto wrecking yard.

3.2.1 Washington Pollution Control Commission Investigations: 1945-1947 (Tab M)

In July 1945³, the WPCC, while investigating a report of oil pollution in Miller Creek noted that the Novak Barrel Company (NBC) plant was in very good condition, as to pollution possibilities. In June 1946⁴ the WPCC investigated the NBC for the purpose of testing the waters of Miller Creek. WPCC had received complaints reporting the presence of dead fish and baby ducks in creek waters. WPCC investigators reported:

The Novak Barrel Company reconditions old oil drums using a strong caustic solution in their wash waters. After use, these wash waters are drained into several sumps before entering Miller Creek. Although the soil in this area is very sandy and porous, it is our opinion that much of the strong lye solution used in the washing process reaches the waters of Miller Creek.

³ Washington Pollution Control Commission. *Memorandum Number 6: Pollution of Oil in Miller Creek at South 156th and Des Moines Way*. Technical Division, 218 Bagley Hall, University of Washington. July 16.

⁴ Washington Pollution Control Commission. *Memorandum Number 189: Pollution from Novak Barrel Company*. Technical Division, 218 Bagley Hall, University of Washington. July 9.

Mrs. Frank Anderson, a close neighbor, who has a large pond in her back yard with a small island in the center, was contacted. Mrs. Anderson claims that a large number of wild ducks are raised on the island and as soon as the baby ducks are large enough to take to the water they die after drinking from this pond, although she claims it does not seem to bother the grown ducks.

Chemist Morland Jones, of the Pollution Control Commission, recommended that a neutralizer be added to the waste waters before they are allowed to enter the sumps. Mr. Jones is now in the process of making these tests and when these are completed, the proper neutralizer will be recommended.

The WPCC again investigated NBC in December 1947⁵ at the request of a prospective purchaser of the company and found:

A careful inspection of the operations of the Novak Barrel Company revealed that the concern had installed four sumps and all of the barrel washings are run into these for clearance of any deleterious materials. According to the inspection, the operation seem perfectly satisfactory and if the baffle plates in the oil separating pumps are cleaned at regular intervals there does not seem to be any likelihood of the waters of Miller Creek being polluted from them.

3.2.2 Aerial Photography Review

1946

This aerial photograph shows that the Novak barrel washing facility was built adjacent to an unimproved dirt road accessible from Des Moines Memorial Drive near the center of the subject parcel. A small pond, likely associated with barrel washing waste water/fluids, is situated on the east side of the facility's building. As shown in historical King County real property record cards, the east side of the facility's building is the part with a concrete floor, and is possibly the barrel washing portion of the building. Several small structures are situated on the north side of the main building and a single family dwelling is situated directly across the unimproved dirt road from the facility while another single family dwelling is situated slightly northeast of the facility.

⁵ Washington Pollution Control Commission. *Memorandum Number 504: Recheck of Pollution from Novak Barrel Company Along Miller Creek, King County*. Technical Division, 203 Bagley Hall, University of Washington. December 16.

1948

Land uses and features observed in the 1946 aerial photograph are essentially the same in 1948. The small pond still exists.

3.3 BURIEN AUTO WRECKING

Title records show that Benjamin and Grace Arnold acquired the barrel washing facility and surrounding lots from different parties between 1952 and 1970 (representing different tax lots on the same tax parcel). It is not clear when the Arnolds began using the parcel as an auto wrecking yard, but by 1956 most of the southern half of the parcel was devoted to the storage of automobiles, and the Arnolds were using the former barrel washing facility building as part of its auto wrecking operations. According to King County Assessor historical real property record cards (**Tab L**), the address associated with this company was 15001 Des Moines Way. A 1956 photograph of the wrecking yard shows a large sign titled “Burien Auto Wrecking—Skookum Junk.” The records also show that this address included a single family dwelling constructed in 1887.

Dames & Moore reported in their 1991 Preliminary Parcel Assessment of the Lora Lake apartment complex for Santa Anita Realty Enterprises (**Tab E**) that the wrecking yard appeared in R.L. Polk city directories at the address of 15001 Des Moines Way S. for the time period 1960 to 1981.

Between 1956 and 1982, Burien Auto Wrecking purchased numerous classified ads in the *Seattle Times* (**Tab N**) with such proclamations as “large stock of auto parts,” “need a good flathead Ford or Merc. Engine,” “buy older cars, trucks any year or condition,” and “used motors, trans, auto parts.” In 1982, Harold & Grace Malinak (who acquired title to the property as Grace Arnold) sold the property to the Mueller Development Company.

3.3.1 Aerial Photography Review

1954

This aerial photograph is of negligible quality, however, it does show that southern portion of the subject parcel which is fully occupied by automobiles in 1956, has been developed in preparation for use as an auto wrecking yard. This approximate hexagonal shaped area is bordered by an unimproved dirt road bisecting the central portion of the subject parcel and several access roads exist within the same area.

1956

The subject parcel, including the area around the single family dwelling and the southwest and northeast corners of the former barrel washing facility, is occupied by hundreds of automobiles. In addition; the wrecking yard is mostly fenced in.

1960

The auto wrecking yard appears much the same as it did in 1956.

1965

A small area off the west side of the former barrel washing facility had been cleared and fenced to accommodate more wrecked automobiles.

1966

Land uses and features observed in the 1966 aerial photograph are essentially the same as those in 1965.

1969

Four years later more land has been cleared on the north side of the former barrel washing facility to accommodate additional wrecking yard vehicles. This area is unfenced. However, this is the limit of northern expansion of the wrecking yard, reaching what will eventually be South 149th Place.

1970

In 1970, land uses and features observed in the 1969 aerial photograph are essentially the same; however, even more vehicles are stored on the subject parcel.

1974

Four years later in 1974 the wrecking yard has similar features, but additional expansion had occurred with the clearing of trees east of the former barrel washing facility to accommodate additional vehicles.

1979

As shown on the 1979 aerial photograph, the greatest expansion of the auto wrecking yard since 1969 has occurred, with the entire area west of the barrel washing facility cleared to make way for more auto wrecking yard storage up to the 8th Avenue S. corridor. Included in this are dirt access roads. Expansion includes the demolition of a single family dwelling or small building.

1982

In 1982, land uses and features observed in the 1979 aerial photograph are essentially the same; however, the small area of trees partially cleared in 1974 and 1979 east of the former barrel washing facility, has been completely removed.

1985 (WSDOT and AECOM Report)

Two mid-1980s aerial photographs illustrate the transition between property owners, from auto wrecking to pre-apartment construction. There are few vehicles remaining in the wrecking yard, however, the former barrel washing facility building, a small unidentified structure to the west, and single family dwellings located on the south and northeast corner of the parcel still stand. The fences constructed around the boundary of the entire wrecking yard have not yet been demolished. These are the last aerial photographs obtained prior to construction of the Lora Lake Apartments complex in 1986.

3.4 LORA LAKE APARTMENTS COMPLEX

Although no development permit or inspection records are available for the Lora Lake Apartments complex from the King County Department of Development & Environmental Services, King County Assessor historical real property record cards (**Tab L**) show that construction of the 234 unit apartment complex was completed in 1987 under Permit No. 104785. These records also show that at least three single-family dwellings were demolished in 1986 to make way for apartment construction. Those homes were built in 1938, 1941, and 1954 at the addresses of 14923 Des Moines Way S., 14933 Des Moines Way S., and 14834 8th Avenue S.

3.4.1 Vacation of S. 149th Street (Tab K)

In 1988, The Mueller Development Company (one document in the archival record also names “The Mueller Group” as a petitioner) petitioned King County to vacate S. 149th Street. In approving the petition via Ordinance No. 8541, the King County Council noted the following about the street: ⁶

South 149th Place was constructed by the Washington State Department of Transportation in conjunction with SR-518. The subject roadway was turned back to King County in December, 1986. The department of public works considers the subject right of way useless as part of the county road system and believes that the public would be benefited by the return of this unused area to the public tax rolls.

⁶ King County Council Ordinances, Series 305, Box 221, Folder 8541, King County Archives, Seattle, WA

3.4.2. Post-Construction Activities (Tab G)

Although permit and plan records for construction of the apartment complex are not available from King County agencies, some related records were obtained from the City of Burien via a public records request. These record shows the following activities were permitted between 1992 and 2009 (the City of Burien was incorporated in 1993):

Permit Date	Type of Permit	Permit #	Permitted Activity
1992	Building	106490	Certificate of occupancy for swimming pool
1993	Fire Repair	BP93078	Fire repair work
1997	Inspection	BP93078	Fire repair work
2001	Deck Repair	01-0810-BLDA	Deck repair
2007	Demolition	DMO-07-1326	Apartment building demolition
2009	Demolition	DMO-09-1181	Apartment building demolition

3.4.3 Real Estate Appraisal

In 1997 Bruce C. Allen & Associates conducted an appraisal of the apartment complex for then owner Pacific Gulf Properties, noting the following: ⁷

The subject parcel has an irregular shape and contains 358,227 square feet, or 8.22 acres...The county Assessor's records indicate an area of 361,500 or 8.30 acres. Utilities all are available, including public water, sanitary sewer service, electricity, natural gas, and telephone service.

Description of Improvements

Improvements consist of 234 apartments contained in 18 three-story and 3 two-story wood-frame buildings, plus a clubhouse building with two complex offices, an indoor swimming pool, a lounge, and other recreation amenities. Apartments are housed in 2- and 3- story wood-frame buildings. Ground floor units have patios with sliders, except man-doors in the smallest one-bedroom/1-bath floor plan, and each upper story has a deck with slider

⁷ Appendix C of 1998 Phase I ESA of the subject parcel by Parametrix (Tab E)

3.4.4 Aerial Photography Review

1988

This is the first aerial photograph obtained after the 1986 construction of the apartment complex. The entire Lora Lake Apartments parcel is occupied by the complex. It is paved throughout, contains associated outbuildings and structures, and is accessed by the improved local street South 149th Place. It is possible that some of the fences used to encircle the former auto wrecking yard were reused for apartment complex use.

1990-2007

Land uses and features observed in the 1988 aerial photograph are substantially the same over the next 22 years.

4.0 PARCEL DRAINAGE HISTORY

The earliest documented drainage information found during research for this report in the vicinity of the subject parcel was a 1937 utility survey by Reitze Storey & Duffy and (**Tab R**). The survey was of a Puget Sound Telephone & Telegraph property located southwest of the subject parcel at S. 152nd and 8th Avenue S. Although the survey specifically notes that no sanitary sewers, water mains, or gas mains exist in the area, the following drainage features are noted:

- 12” pipe culvert and ditch extending south from the intersection of South 152nd and 8th Avenue South
- The approximate location of a cedar puncheon drain connected to a concrete-lined pump house located near the southwest corner of the property. Notations suggest this drain is related to overflow of a nearby spring (likely Miller Creek).

4.1 BURIEN AUTO WRECKING DRAINAGE

An undated “Outlets to Lora Lake” storm sewer map and system index acquired from the King County Department of Public Works (KCDPW) notes (**Tab I**):⁸

Outlets into a small lake behind 1009 S. 154th. The line crosses Des Moines Way S. at 15006, goes up to Burien Auto Wrecking and crosses to the west on the north side of the yard. Line continues to 8th Avenue S. and crosses in front of 14853 8th Avenue S. This system picks up street drainage, runoff and some water from the state highway.

⁸ Personal communication with Cynthia Hernandez, King County DNRP Public Records Officer, November 3, 2010

Between 1972 and 1974, the following easements were granted by the owners of Burien Auto Wrecking for various drainage purposes:

Date	Granted to Party	Type of Easement	Purpose
1972	Southwest Suburban Sewer District	Temporary Construction Easement	To construct, repair, alter or reconstruct a sewer line and related connections. Easement also allowed right of ingress and egress to the date of sewer line completion
1972	Southwest Suburban Sewer District	Easement	Perpetual right-of-way for sewer mains with necessary appurtenances through, over, and across the property
1972	King County	Easement for Slopes	To make slopes on the property for cuts and fills related to construction and improvement of Des Moines Way S between S. 152 nd and S. 128 th streets
1974	King County	Drainage Easement	For a right-of-way easement for a drainage pipe over, through, and across Burien Auto Wrecking (Tax Lot 180)
1974	King County	Drainage Easement	For a right-of-way easement for a drainage pipe over, through, and across Burien Auto Wrecking along westerly boundary of Des Moines Highway
1974	King County	Drainage Easement	For a right-of-way easement for a drainage pipe over, through, and across Burien Auto Wrecking (Tax Lot 105)

The KCDPW discussed a drainage system on the subject parcel (then occupied by Burien Auto Wrecking) in 1975 (**Tab J**):⁹

A drainage system has existed for some time from 8th Avenue South, through the wrecking yard to Des Moines Way, across Des Moines Way and down to Lora Lake. The system through the wrecking yard was private and not maintained by the County. Due to the way the pipe was laid at this location and because the pipe was undersized, it became plugged causing drainage back up and flooding the area around SR518 and 8th Avenue South. Since it is a main drainage course the County obtained an easement from the owner of the wrecking yard and relayed the storm drain from 8th Avenue South to a manhole just above the lake.

⁹ Memorandum from Jean DeSpain to Paul Barden. December 2, 1975. Administrative Working Files, Series 629, A04-007, Department of Transportation: Road Services Division, Box 12, Lora Lake Folder, King County Archives, Seattle, WA

In March 1976, a KCDPW employee inspected the storm sewer line running through Burien Auto Wrecking and noted the following:

During the last week in February, I walked through most of the Burien Auto Wreckers yard addition containing the storm line. I found no oil, silts or water in the yard able to get into the line. Our tight line can not contribute to sedimentation, as a source. It may conduct off-parcel flows, containing pollutants from non-point sources.

4.2 MUELLER DEVELOPMENT COMPANY DRAINAGE

Between 1987 and 1988, Mueller Development granted the following easements for various drainage purposes related to the Lora Lake apartments complex (abstracted from title documents provided under **Tab D**):

Date	Granted to Party	Type of Easement	Purpose
1987	Southwest Suburban Sewer District	Agreement for Payment of Connection Charge	To pay for connection to sewer system
1987	King County Water District No. 20	Waterline Easement/Bill of Sale	Sell and convey water mains and appurtenances constructed on the property
1987	King County Water District No. 20	Easement for Water Utilities	Perpetual right-of-way or easement for water main with necessary appurtenances through, over, and across the property
1987	King County	Subsurface Drainage Easement	Right-of-way easement for a subsurface drainage system under the property
1988	King County Water District No. 20	Indemnity Agreement	Mueller Development agrees to indemnify the water district from any damage to water main failures resulting from covered carport improvements at Lora Lake apartments

4.3 SOUTHWEST SUBURBAN SEWER DISTRICT (Tab H)

Sewer district records related to the Lora Lake apartment complex show multiple sanitary sewer connections between buildings at the complex. In 1986, Dodds Engineers, Inc. prepared a sanitary sewer profile for The Mueller Group as part of construction. The Washington Department of Ecology reviewed and approved the plans in February 1987. In May 1987 the sewer district granted 22 side sewer permits to the apartment complex and in August 1987 the sewer district conducted inspections of manholes at the apartment complex. Final sewer related inspections were conducted by the district in August 1987 and September 1988 and a variety of problems were found including improperly bolted drop pipes, ungalvanized drop pipes, improper grouting, and grease build up in certain channels.

5.0 HISTORY OF ADJACENT LAND USES

Information about adjacent land uses is based on a review of tax assessment records, title documents, land use maps, county atlases, and surveys and an analysis of historical aerial photography.

5.1 NORTH

This area is located between 8th and 12th Avenues south and between S. 148th Street and SR-518. It was primarily undeveloped land prior to the 1930s. In the mid 1930s, the area near S. 148th Street, was excavated for unknown reasons, but possibly could have been used as a local dump or borrow source. Between the mid 1940s and early 1960s, the area north of the subject parcel between S. 148th and S. 144th Streets was built up primarily with single family dwellings.

Sunny Terrace Elementary School was constructed on the north side of S. 146th Street in the mid 1960s. The other non-residential activity was the construction of SR-518 (Washington State Department of Highways Contract No. 008745) between 1969 and 1972. The construction corridor generally occupied the area north of the subject parcel between S. 149th and S. 148th Streets and east-to-west between 8th and 12th Avenues south. The related Des Moines Memorial Drive overcrossing bridge was constructed between July 1969 and June 1970 (Contract No. 8644).¹⁰ Since the construction of SR-518, land uses north of the subject parcel have changed very little, consisting primarily of low-density housing and the aforementioned elementary school.

¹⁰ Personal communication with WSDOT Northwest regional office, November 4, 2010.

5.2 SOUTH

This area is located between 8th Avenue S. and 12th Avenue S. and between the southern boundaries of the Lora Lake Apartment parcel south to S. 152nd Street. It was largely agricultural land between the 1930s and 1950s; however, by the early 1960s several commercial properties had been constructed, including a bowling alley and a grocery store located off the southwest corner of the subject parcel adjacent to 8th Avenue S. In addition, the entire area south of the subject parcel between 8th Avenue S., Des Moines Memorial Drive, and S. 152nd Street was paved for parking lots. The bowling alley was removed between 2000 and 2002 and the grocery store was removed between 2002 and 2005.

A gas station operating under the Shell and Exxon brands, operated immediately adjacent to the southern boundary of the subject parcel between 1973 and 2001 at the address of 15041 Des Moines Way S. The buildings and structures were demolished and removed by the Port in 2002-2003. Historical King County real property record cards were not found for this gas station.

In 1915 a gas station was built south of the subject parcel in a triangle of land situated at the intersections of S. 152nd Street, 8th Avenue S. and 15217 Des Moines Memorial Drive. A year later a house was built at the same address and attached to the gas station building. As revealed in historical King County real property record cards photographs (**Tab L**), the station was named the “Triangle Service Station” and operated by an H.N. Peters (Herman Peters was the fee owner of this property and purchased it in 1909). No other records pertaining to this gas station were found; however, as revealed in historic aerial photographs, the gas station and house had been removed from the triangle of land by 1970. King County assessor records show that the next business to occupy this property was “Tucker Upholstery” which was built in 1981 (but at the address of 15215 Des Moines Memorial Drive). According to a 2004 Des Moines Memorial Drive corridor study this was the first gas station in southern King County. ¹¹

¹¹ SBA Landscape Architects. *Des Moines Memorial Drive Corridor Management Plan, WWI Living Road of Remembrance*.

In 1960, an electrical substation was built immediately adjacent to the southern boundary of the subject parcel by Seattle City Light at 15002 8th Avenue S. The substation was deactivated in 1994 and transformers and other electrical equipment were de-energized and removed; the substation location has been vacant since. Historical King County real property record cards (**Tab O**) show substation improvements consisting of a 10-inch thick concrete pad and 3.5-foot high cyclone fence.

The only other commercial activity of note south of the subject parcel was a residence and greenhouse and an adjacent pumpkin patch located at the intersection of Des Moines Memorial Drive and S. 152nd Street (15204 Des Moines Memorial Drive). According to King County historical tax assessor records (**Tab L**) owner Felix Vacca built the house in 1916 (torn down in 1970) and then built a 50 x 26 foot greenhouse in 1953 (torn down in 1971).

5.3 EAST

This area is located between Des Moines Memorial Drive and 12th Avenue S. and between SR-518 and S. 152nd Street. It was largely agricultural land in the 1930s; however, by the 1940s, the physical feature known as Lora Lake¹² had been created as a result of peat mining by Hi-Line Leaf Mold Products. Single family dwellings were established along the northern and western boundaries of the lake between the mid 1940s and late 1960s. Peat mining operations ceased sometime in the early to mid 1950s. The single family dwellings located around the perimeter of the lake were removed by the Port by 2000 in relation to third runway construction activities.

¹² Please refer to the Stirling Consulting report, *Historic Uses of the Port of Seattle Lora Lake Parcel*, for detailed information about the history of Lora Lake.

5.4 WEST

This area is located between 4th Avenue S. and 8th Avenue S. and between SR-518 and S 152nd Street. It was largely agricultural land in the 1930s; however between the 1940s and 1950s; the area was built up with single family dwellings. Beginning in the 1960s, some commercial buildings were constructed near the intersection of 8th Avenue S. and S. 152nd Street. In the early to mid 1970s, several condominium and apartment complexes were built up west of the subject parcel as well. The mix of low and high density residences and light commercial activity has remained consistent to the present.

6.0 POTENTIAL SOURCES OF CONTAMINATION

6.1 SUBJECT PARCEL SOURCES

6.1.1 Novak Barrel Company

The history of this company and its owners is limited. Based on information reported in WPCC reports prepared in 1945, 1946, and 1947 (please refer to Section 3.2.1 for additional information) as well as based on activities associated with barrel washing facilities in general, there is a potential for contaminants to exist on the subject parcel resulting from this company's activities. WPCC reports (**Tab M**) noted that the company reconditioned oil drums using a strong caustic solution in wash water that was drained into sumps before entering Miller Creek. A WPCC chemist recommended that Novak add a neutralizer to the wastewater before it entered the sumps, and the WPCC found later that Novak has installed four sumps to which were directed all barrel washing waters, and that baffle plates in the oil separating pumps were cleaned at regular intervals.

Geotechnical and environmental reports (**Tab E**) conducted on the subject parcel in the mid 1980s revealed the location of an apparent concrete lined waste pit within which oil or chemical soaked soil and sludge or chemical residue was found. Numerous test pits advanced in the area found contaminated sludge on the east and southeast sides of the former barrel washing facility. Testing revealed heavy metals, phenols, and VOCs containing constituents of organic solvents. In addition, the waste pit was further identified as being 8 to 9 feet square and 8 feet deep and containing 35 to 40 cubic yards of contaminated material. In 1987 Chemical Waste Management removed 140-cubic yards of soil from the vicinity of, and including the concrete lined waste pit for off-site disposal. A 2008 subsurface study which advanced 9 soil borings and collected soil and groundwater samples in this waste pit area found an oil-like substance at several of the boring locations.

Little is known about historical processes and operations of the barrel washing company, including the source of the barrels that were cleaned (e.g., private, military, commercial or industrial sources); the contents of the barrels washed, and the potential substances, other than those identified by the WPC, utilized by the company to wash the barrels.

6.1.2 Burien Auto Wrecking

The history of this company and its owners is limited. However, based on historical waste streams common to auto wrecking and salvage yards, there is the potential for the following hazardous substances and materials to exist on the subject parcel:

- Asbestos (brake pads and linings)
- Auto fluff (provided automobiles were crushed and or pulverized)
- Heavy metals (cadmium, chromium, zinc, copper, nickel, aluminum, etc.) from junked vehicles as well as from salvage activities (shearing, cutting, crushing, etc.).
- Hydraulic fluids (brake and power steering systems, transmissions)
- Lead (batteries)
- Mercury switches
- Petroleum products (lubricants, greases, waste oil disposed from crank cases as well as drippage from junked vehicles; scrapped tires)
- Plastics (acrylic, Bakelite, acrylonitrile-butadiene-styrene, nylon, polyethylene, polypropylene, polyurethane foam, vinyl)
- Solvents (used in degreasing and parts cleaning)
- Steam cleaning condensate from cleaning automobile engines

6.1.3 Lora Lake Apartments Complex

Although permits, plans, and other developmental information are not available from King County agencies or the King County Archives, development activities typical of apartment complexes are a potential source of parcel contamination and have the potential to distribute contamination already present on the parcel. The principal potential source of contamination resulting from apartment construction is the potential import of fill material of unknown quantity. Of greatest concern, however, is the movement of onsite surface and subsurface soils from the former barrel washing facility and auto wrecking yard around the parcel.

6.2 OFF-SUBJECT PARCEL SOURCES

Concerns from offsite sources of contamination to the subject parcel relate primarily to run-on from local roads, historical on-parcel construction activities, and nearby sites typically employing underground storage tanks to store petroleum products and/or chemicals and other substances of concern and their potential to impact surface and sub-surface soils and ground water on the subject parcel. The following information is based on historical documents acquired during this research as well as previous environmental investigations provided by the Port related to adjacent properties. Based on this information, the following historical adjacent activities represent the most likely off-site sources of contamination to the subject parcel.

6.2.1 NORTH

6.2.1.1 *Former Excavated Area*

In the mid 1930s, the area near S. 148th Street, was excavated for unknown reasons, but possibly could have been used as a local dump or borrow source.

6.2.1.2 *SR-518 Construction*

In the late 1960s and early 1970s, a wide swath of land north of the subject parcel was cleared of buildings and structures for construction of SR-518 and the corresponding Des Moines Memorial Drive overchange. The potential for run-on surface water to the subject parcel would have been likely during rain events, as would the transfer of overburden during high-wind events.

6.2.2 **SOUTH**

6.2.2.1 *Triangle Gas Station (15217 Des Moines Memorial Drive)*

Very little is known about the history of this gas station which was built in 1916 and operated at least into the early 1930s. Its presence is not noted in previous geotechnical or environmental investigations conducted in the area and it appears that its existence has never been revealed to any regulatory authority before it was removed from its location by 1970. However, based on the architectural characteristics shown in a historical photograph on a King County historic real property record card (**Tab L**), it is likely the gas station had one or more underground storage tanks and utilized petroleum products and other substances commonly associated with gas stations operating during the same time period. It is also reported to be the first gas station to operate in southern King County.

6.2.2.2 *Shell/Exxon Gas Station (15041 Des Moines Memorial Drive)*

A gas station which operated under the Shell and Exxon brand names operated immediately adjacent to the southern boundary of the subject parcel between 1973 and 2001. In 1998, Cole Geotechnical & Environmental Services (**Tab P**) conducted an underground storage tank parcel assessment during which five USTs were removed (three gasoline, one diesel, and one waste oil). Slightly more than 400 tons of contaminated soil was removed from the gas station property and conformational soil sampling revealed that regulatory cleanup levels were not exceeded. Groundwater samples were not collected. ¹³

As reported in their 2003 final report on underground storage tank removal, soil excavation and sampling at this gas station, GeoScience Management, Inc. (GMI) (**Tab P**) noted that Parametrix conducted a Phase I ESA of the gas station in 2000 and identified potential environmental concerns including the presence of an underground storage tank, lines and dispensers, an existing heating oil UST, hydraulic hoists, two above ground 300-gallon waste oil tanks that supplied a permitted oil furnace, several small areas of ground staining, and two abandoned shop floor drains.

GMI also noted that WGR Southwest conducted an evaluation of the gas station in 2000 based on the Parametrix Phase I ESA. Sampling of soil and groundwater revealed soil impacted by elevated levels of gasoline and oil-range hydrocarbons and groundwater impacted by elevated levels of gasoline and BTEX. ¹⁴

¹³ Cole Geotechnical & Environmental Services. 1998. *Underground Storage Tank Closure and Remediation, Charley's Service, 15041 Des Moines Memorial Drive S. South, Burien, Washington*. Prepared for Charley Waters.

¹⁴ GeoScience Management, Inc. 2003. *Underground Storage Tank Removal, Soil Excavation and Sampling Activities Report. Former Charlie's Exxon Service Station Property. 15041 Des Moines Memorial Drive S. South, SeaTac, Washington*. Prepared for Marilyn Guthrie, Aviation Environmental Engineering Group, Port of Seattle.

In mid 2001, the Port purchased the gas station as part of Seattle-Tacoma International Airport Third Run runway activities, and between 2002 and 2003 existing buildings and structures and remaining infrastructure were demolished and removed under contract by Rivers Edge Construction and GMI. In its 2003 final report, GMI concluded that **(Tab P)**:¹⁵

...soil at the former Charlie's Exxon property has been remediated in accordance with state regulations, and meets the most stringent cleanup criteria specified under MTCA.

Groundwater impacted primarily with gasoline-range petroleum hydrocarbons was encountered during excavation. Approximately 100,000 gallons of excavation water was pumped out and disposed of off-parcel. Additional characterization of groundwater is warranted now that the sources of contamination have been removed.

GMI conducted additional groundwater characterization in 2006 and 2007, finding that “no target analytes were detected at or above the analytical method reporting limits in any of four groundwater monitoring well samples.”¹⁶

6.2.2.3 *La Paloma 2 Apartments (15421 Des Moines Memorial Drive)*

In 1986 Golder Associates conducted a preliminary geotechnical assessment **(Tab Q)** of this proposed apartment site (located southwest of the subject parcel at the intersection of S. 156th Street S. and Des Moines Memorial Drive) and noted the following:

The proposed 4.6 acre La Paloma 2 apartment parcel is located north of the northwest intersection of South 156th Street and Des Moines Way South...The parcel is currently occupied by four single family houses and is generally grassed with some trees and shrubs. In generally the parcel slopes up from Des Moines Way South for about the first 100 feet and then levels off toward the west property boundary.

Regarding subsurface conditions, of which no environmental concerns were found, Golder noted the following:

¹⁵ See Footnote No. 12

¹⁶ GeoScience Management, Inc. 2006. *Groundwater Monitoring Report for September 2006, Former Charlie's Exxon Service Station Property* and GeoScience Management, Inc. 2007. *Groundwater Monitoring Report for January 2007, Former Charlie's Exxon Service Station Property*. Prepared for the Port of Seattle, Aviation Environmental Programs.

We excavated a total of eleven backhoe test pits to depths ranging from about 11 to 13.5 feet...Based on the test pit results the subsurface conditions generally consist of a 1 to about 4 foot layer of loose sands and silts with roots underlain by dense/stiff soils consisting of predominantly of sands. Ground water was encountered in 10 of the 11 test pits at depths of about 9 to 11 feet.

6.2.2.4. Sunnydale Substation (15002 8th Avenue South, Burien)

This former electrical unit substation, located immediately adjacent to the southern boundary of the subject parcel, is situated on land transferred to the City of Seattle in November 1958 by the Tenth Church of Christ Scientist, Seattle by a statutory warranty deed (Instrument number 4973609) and by virtue of City of Seattle Ordinance No. 109984 (**Tab O**).

In a 1991 preliminary parcel assessment of the Lora Lake and Holly Ridge apartment complexes (**Tab E**), Dames & Moore contacted Tracy Dieckhoner of Seattle City Light about the substation and she noted “that a possibility exists that transformers located within the substation located adjacent to Lora Lake contain PCB oils. However, [she] found no records of spills or reported leaks from this substation.”¹⁷

In 2001 Herrera Environmental Consultants conducted an environmental parcel assessment (**Tab O**) of the parcel for Seattle City Light for the purpose of parcel closure in anticipation of a real estate transaction. The following historical information was noted in the report: ¹⁸

All historical parcel background information for this substation was provided by Seattle City Light (SCL). The parcel is situated within commercial businesses to the south and west, and multi-residential buildings to the east and north. SCL acquired the property in 1958 to parcel a 4 kilovolt (Kv) electrical unit substation. Transformers and other electrical equipment were de-energized and removed in December 1994. A 1994 letter from SCL to the Fire District 2 chief stated that the two auxiliary transformers contained PCBs and the power transformer does not (no PCB concentrations provided).

¹⁷ Dames & Moore. 1991. *Report, Preliminary Parcel Assessment, Lora Lake and Holly Ridge Apartment Complexes, 15001 and 15405 Des Moines Way S., Burien, Washington*. Submitted to: Santa Anita Realty Enterprises.

¹⁸ Herrera Environmental Consultants, Inc. 2001. *4KV Environmental Parcel Assessment: Sunnydale Electrical Substation, 15002 8th Avenue South, Seattle, Washington*. Prepared for Seattle City Light.

The substation parcel is set back approximately 200 feet east from 8th Avenue South. Access to the parcel is by a weed-covered driveway blocked near 8th Avenue South by a chain and padlocked gate across the driveway. The parcel is currently is vacant and secured by a 4-foot high cyclone fence, with the former transformer concrete platform pad in the west-southwest portion of the parcel surrounded by a gravel-filled yard. A dark-colored stain area covered with absorbent pads indicating a spill release was observed in the yard area adjacent to the southeast corner of the concrete pad. The Seattle City Light maintenance crew used pesticides periodically at this parcel between 1972 and 1997.

Herrera conducted soil sampling to determine the presence of PCBs, asbestos, petroleum products, and pesticides and herbicides and concluded:

Analytical results of samples collected from the Sunnydale electrical substation indicate releases of transformer oil within the visibly stained area adjacent to the southeast corner of the concrete pad...Results indicate no PCBs detected above practical quantitation limits or screening levels in any of the soil and concrete samples submitted for analysis.

4,4'-DDT was detected in composited sample SN-CS-01 at an estimated concentration of 12 mg/kg, which is below the practical limit for this analyte. No chlorinated pesticides were detected above practical quantitation limits or screening levels.

No asbestos was detected in materials collected from conduit pipe stubs at the parcel, including cable wire insulation and fiber conduit pipe materials.

In 2008, the City of Seattle's Fleet and Facilities Department, Real Estate Services Division conducted a preliminary evaluation (**Tab O**) of the property.¹⁹ Identified as Property Management Area No. 609 the city reviewed its history, environmental issues, and highest and best uses. Relative to past uses, the city noted that "City Light will work with King County to identify the best strategy for accomplishing necessary clean-up in association with the future development of the property."

¹⁹ Gholaghong R. 2009. *Preliminary Report: Evaluation of Reuse and Disposal Options for PMA No. 609*. Draft Report dated February 7.

In 2009, Pinnacle GeoSciences²⁰ conducted a Phase II study (**Tab O**) of this site for the Port which consisted of eleven geoprobe explorations and the collection of soil and grab groundwater samples for chemical analysis. Although no onsite contaminants were found, dioxins and furans were found at levels exceeding MTCA Method B cleanup levels in a soil sample near the boundary of the site with the Lora Lake Apartments parcel. Therefore Pinnacle GeoSciences concluded that “Based upon evaluation of dioxin and furan test results from the subject site and the Lora Lake Apartments property, it is likely that the source of the dioxin and furan contamination on the subject site is from a source or sources on the Lora Lake Apartments property.”

6.2.3 EAST

Based on a review of historical land use records, potential sources of contamination were not found east of the subject parcel. The only commercial or industrial activity known to have occurred was peat mining conducted by Hi-Line Leaf Mold Products between about 1941 and 1958 that created Lora Lake. Due to the nature of peat mining and the presence of the Des Moines Memorial Drive corridor it is unlikely that contaminants of concern migrated to the subject parcel.

6.2.4 WEST

Parcels of potential concern located west of the subject parcel consist of gas stations, auto repair shops, and automobile/truck dealerships. Most had their underground storage tanks removed in the early 1990s and though some were discovered to have leaking underground storage tanks, they were either cleaned up or going through clean up by the late 1990s. Moreover, due to their distance from the subject parcel it is unlikely that contaminants of concern migrated to the subject parcel.

²⁰ Pinnacle GeoSciences. 2009. *Summary Report Phase II Studies. Parcel 30R Former Sunnydale Substation, 15002 8th Avenue South, Burien, Washington.* Prepared for Port of Seattle. August 4.

6.3 SITES WITH UNDERGROUND STORAGE TANKS

In the 1991 Preliminary Parcel Assessment of the subject parcel, Dames & Moore reviewed parcels with registered underground storage tanks as well as those known to have leaking underground storage tanks (LUST). The current issue of the Washington Department of Ecology's LUST List was conducted to determine the status of parcels identified in the 1991 report. Of the four LUST parcels identified in 1991, cleanup has been completed on two, one is being cleaned up, and the other is undergoing environmental assessment. All of the parcels are located west, northwest, and southwest of the subject parcel along 1st Avenue South between S. 148th and S. 160th streets. Therefore, there is limited potential for impact to the subject parcel from these gas stations.

A gas station which operated under the Shell and Exxon brands at 15041 Des Memorial Drive is the only gas station immediately adjacent to the subject parcel that did not appear on the LUST List, but it did appear on the 1991 Washington Department of Ecology's *Underground Storage Tank Register*. However, the gas station was deactivated, torn down, and successfully remediated by Port contractors in 2002-2003. Further details are provided in Section 6.2.2.2.

**HISTORIC USES OF THE PORT OF SEATTLE
LORA LAKE APARTMENTS PARCEL
15001 DES MOINES MEMORIAL DRIVE S.
BURIEN, WA 98148**

(King County Tax Parcel No. 2023049105)

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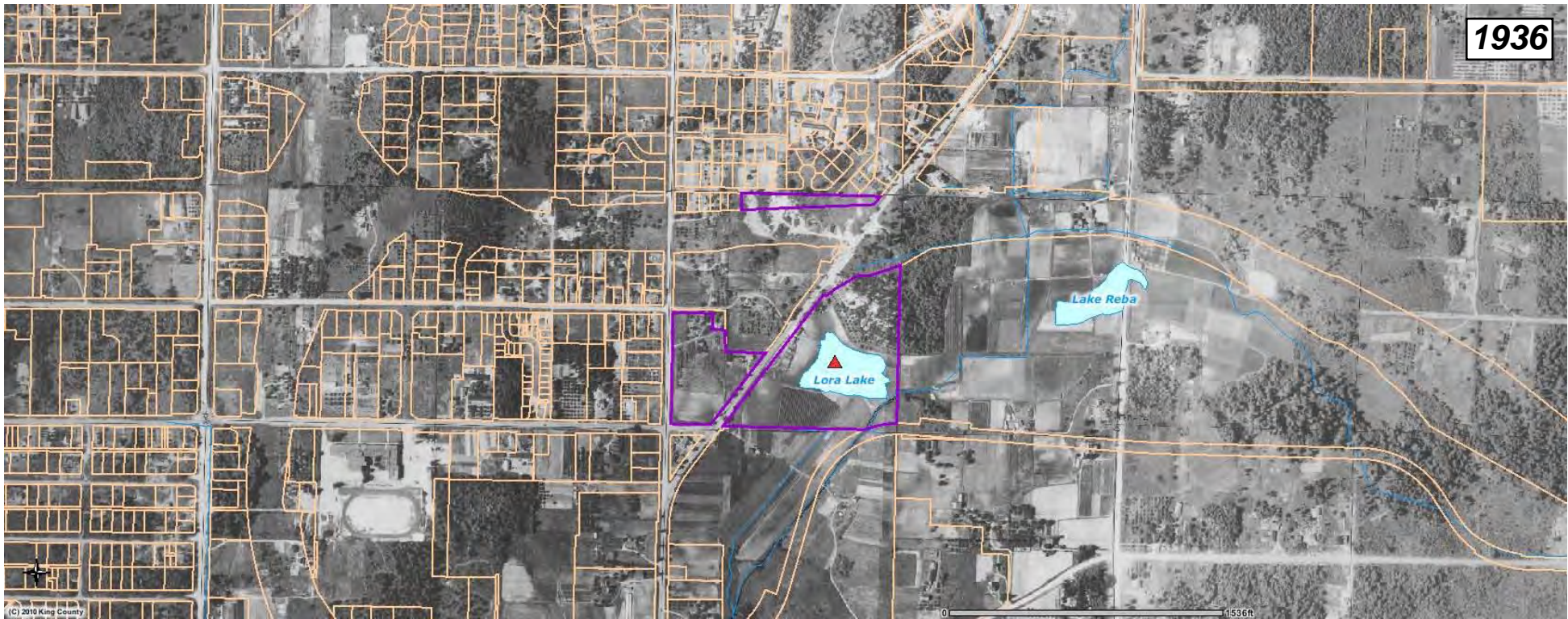
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STIRLING CONSULTING
48 Alexis Lane
Coupeville, WA 98239

Phone (360) 678-1934
stirlingconsulting@frontier.com

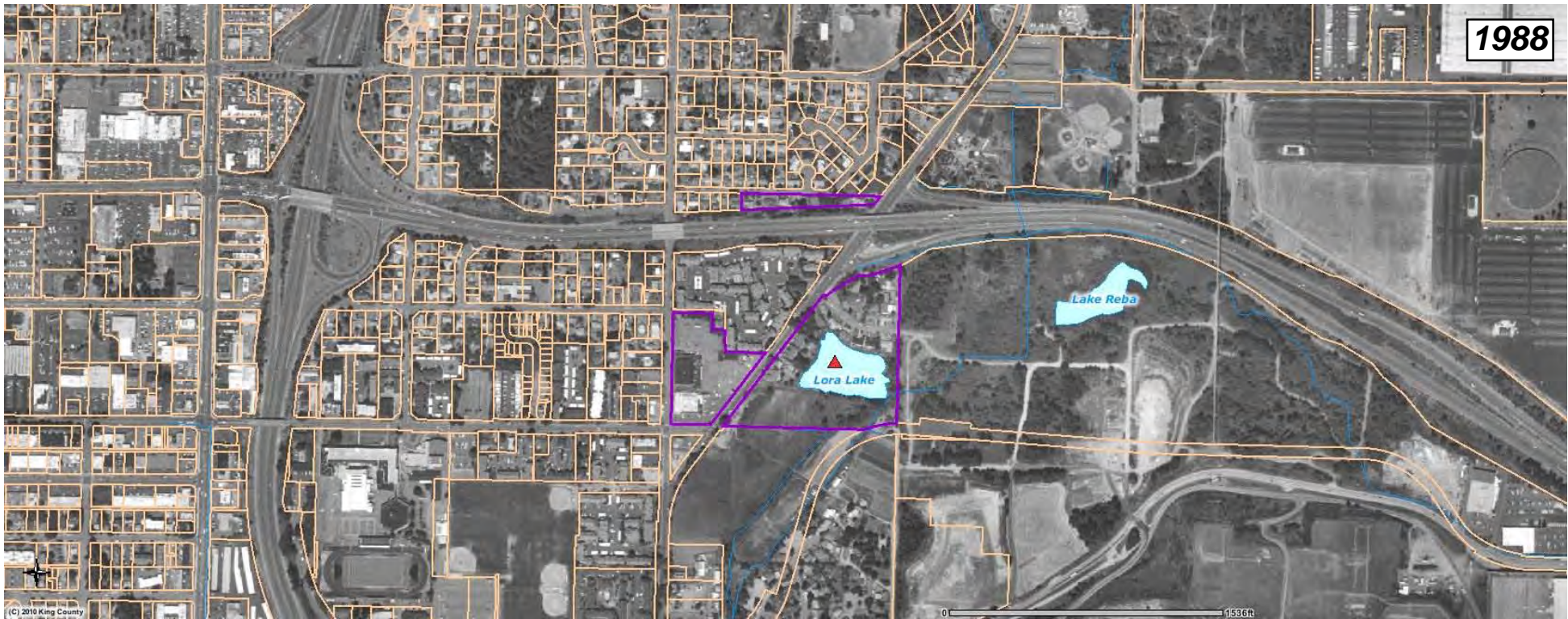
1936



(C) 2010 King County

0 1536ft

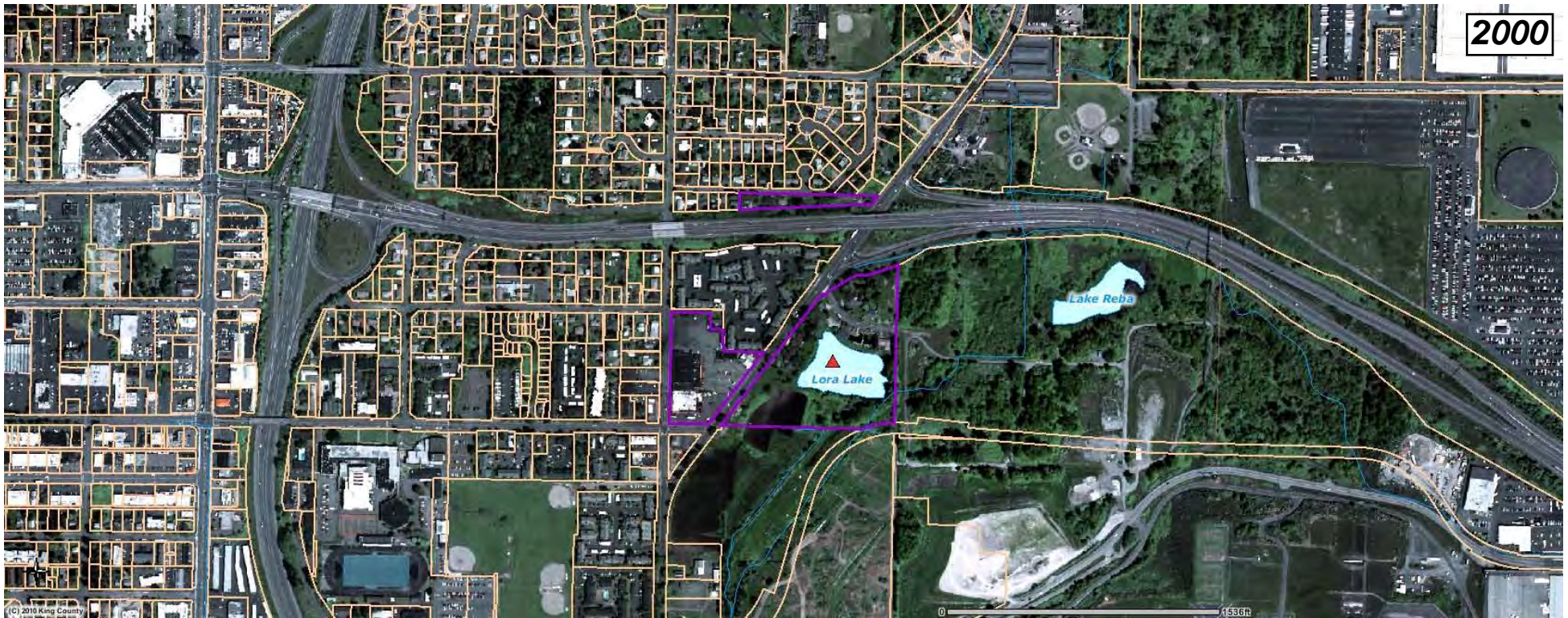
1988



(C) 2010 King County

0 1536ft

2000



(C) 2010 King County

0 1536ft

2002



(C) 2010 King County

2005



(C) 2010 King County

0 1536ft

2007



(C) 2010 King County

0 1536ft

228 Main St., Suite 226
Williamstown, MA 01267
Ph: 800-827-2994
Fax: 413-664-3240



National Aerial Resources, LLC
Insight through aerial photography™

FAX

To: Dale Stirling
Stirling Consulting

From: Andrew Marini
National Aerial Resources, LLC

Email: dalestirling@wildblue.net

Pages: 2 including this one

Phone: 360-678-1934

Date: 10/18/2010

Re: Tracking #10-QS10332
Site located in Burien, King, WA

Mr. Stirling,

Please read this carefully:

On the following page you will find, as you requested, the Quick Search summary list of years/scales known to us as existing from various sources, which our records show as covering the site you specified. This basic, free research summary lists only the coverage which we can be reasonably certain to exist without needing to research further. More coverage beyond this is likely to exist, but would require us to research its location and extent, for an additional fee.

Understand that though the photography listed on this summary should cover your exact area, there is always a possibility that some aspect of the photos will yield unsatisfactory results. Therefore, once we receive a shipment of photos, we confirm that the area is properly covered, so that we can request corrections if any mistakes were made on the source's end.

On occasion, due to inaccuracies in aerial photography records, actual photos may prove to be of a somewhat different scale and/or a year or two older or more recent than the years listed on this summary. This is usually not an issue with customers, and said photography is normally still shipped. Please advise us ahead of time if such substitutions will be a problem, but realize that if National Aerial Resources is not aware of any variances in regards to date or scale before receiving the product from our vendor(s), the sale usually cannot be canceled or exchanged.

The prices quoted on this list do not include shipping charges and are all for the most basic product each source offers, which is usually a 9"x 9" photographic print. Should you desire digital image files instead of prints, National Aerial Resources can provide high-resolution scans of most photography, shipped on CDs, for an additional scanning charge.

Note that the coverage of any years marked with an asterisk (*) is in the form of 8" x 9" digital prints (photos scanned into computer image files, printed on photographic paper), unless otherwise requested (other formats, such as transparencies (diapositives) and photographically produced prints may also be available—please inquire as to availability if one or more of these formats is preferred).

If you wish to order any asterisked photos as digital images, we will need to have an idea about how much detail you hope to be able to see in the image, because scans made at different resolutions have different prices, and the lower the resolution the lower the magnification rate. The prices quoted in this list for these photos are for the basic resolution the sources offer, which is 1200 Dots Per Inch; 2000 DPI is usually the highest resolution and may cost more depending on the source.

Years marked with an (L) are digital prints made from low resolution images (around 400 to 600 DPI) and are therefore of a much lower grade but are still often usable for general reference (though due to the resolution, this photography does not always produce decent enlargements). At present, **higher resolutions** that can be used to produce quality enlargements **may also be available** for these years; price and availability quotes for higher resolution images are obtainable upon request. In addition, letters of certification are not available for L-marked years.

Years marked with a (C) are for photography in your general area of interest but may not cover your specific site, and which we will therefore **need to confirm** that photos providing proper coverage of your site exist from these years *before* we can proceed with ordering them from the vendor should you want to purchase them.

Note that though single coverage is usually 1 photo (and stereo coverage usually 2) for areas the size of yours, there is always the possibility that some years may require more frames, depending upon the scale and idiosyncrasies of the coverage. Also, stereo coverage may not prove to be available for each listed year. Should you be interested in other products—such as photo **enlargements**—for any of these years, we can provide you with individual availability and price quotes upon request.

In addition, if you are trying to see any significant detail of things such as roads or streets, photos of a scale higher than about 1"=500' may not meet your needs without enlargement.

Lastly, historical photography acquired for the purposes of litigation often requires a letter of certification from the photography's source, for an additional fee. Should such a letter be required, we must know this when ordering the photo, since many sources will not provide such a certification after the fact.

Note		Date	Scale	Estimated Turnaround	Price (single)	Price (stereo)	Type
C	1	1954	1"=3500'	+ / - 1 Week	\$145.00	\$255.00	B&W
C*	2	1956	1"=1000'	+/- 2 Weeks	\$75.00	\$110.00	B&W
L	3	1968	1"=2500'	+/- 1 Week	\$70.00	\$120.00	Color
L	4	1968	1"=2500'	+/- 1 Week	\$70.00	\$120.00	B&W
L	5	1968	1"=6667'	+/- 1 Week	\$70.00	\$120.00	B&W
L	6	1977	1"=1667'	+/- 1 Week	\$70.00	\$120.00	Color
L	7	1977	1"=1667'	+/- 1 Week	\$70.00	\$120.00	Color
L	8	1980	1"=6667'	+/- 1 Week	\$70.00	\$120.00	B&W
L	9	1980	1"=4833'	+/- 1 Week	\$70.00	\$120.00	Color Infrared
	10	1983	1"=5000'	+/- 8 Weeks	\$75.00	\$105.00	Color Infrared
L	11	1990	1"=3333'	+/- 1 Week	\$70.00	\$120.00	Color Infrared
	12	1990	1"=3333'	+/- 8 Weeks	\$75.00	\$105.00	B&W
L	13	1991	1"=2000'	+/- 1 Week	\$70.00	\$120.00	Color

Don't hesitate to contact us if you have any questions.

Please let me know whether or not you are interested in ordering any of these years, or having us do further research for additional years and sources.

Sincerely,

Andrew

1961

MAP SECTION
V. SUZZALLO F.M. 25



1965

MAP SECTION
V. SUZZALLO F.M. 25



1970



1945



1961



1966



1970



1974

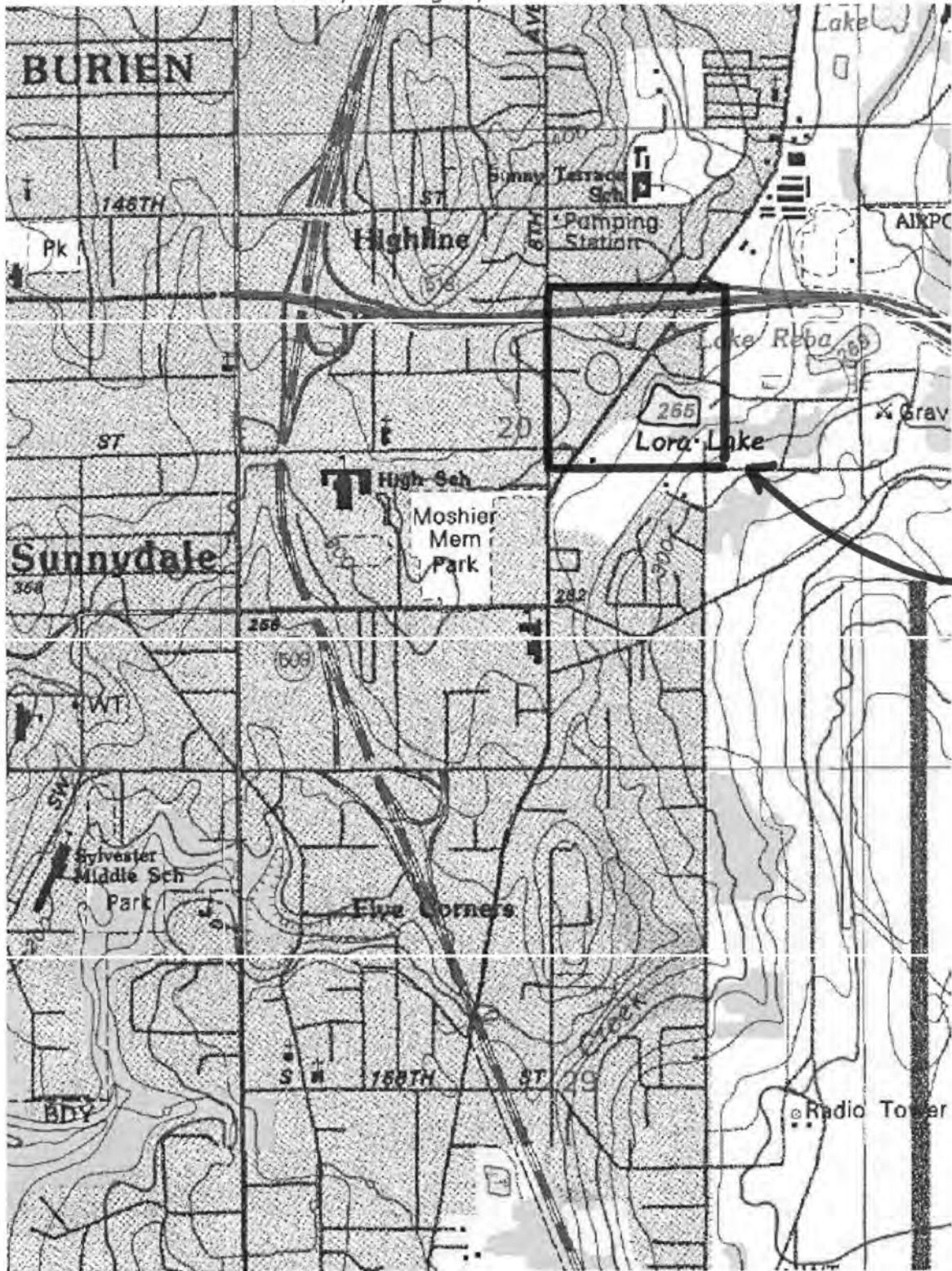


1992



1993





Area of Interest

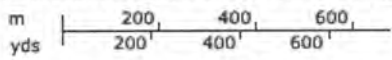


Image courtesy of the U.S. Geological Survey

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WWW.AEROMETRIC.COM

AERO-METRIC

PHOTOGRAMMETRIC AND PHOTOGRAPHY SERVICES
12652 INTERURBAN AVENUE SOUTH
SEATTLE, WA 98168

Negative Number

KC-36 # 300

Date Photographed

1936

Approx. Scale of Print

1" = 200'

Other Identification

W.O. # 39484



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PHOTOGRAMMETRIC AND PHOTOGRAPHY SERVICES
12652 INTERURBAN AVENUE SOUTH
SEATTLE, WA 98160

Negative Number A-46 # 429

Date Photographed 1946

Approx. Scale of Print 1" = 200'

Other Identification W.O. # 39484



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12652 INTERURBAN AVENUE SOUTH
SEATTLE, WA 98148

Negative Number S-56 4S-16

Plate Photographed 1954

Approx. Scale of Print 1" = 200'

Other Identification W.O. # 39484



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12652 INTERURBAN AVENUE SOUTH
SEATTLE, WA 98148

Photo Number KK-60 21-35

Approx. Date Photographed 6-23-60

Approx. Scale of Print 1" = 200'

Other Identification W-0, # 39486

1961



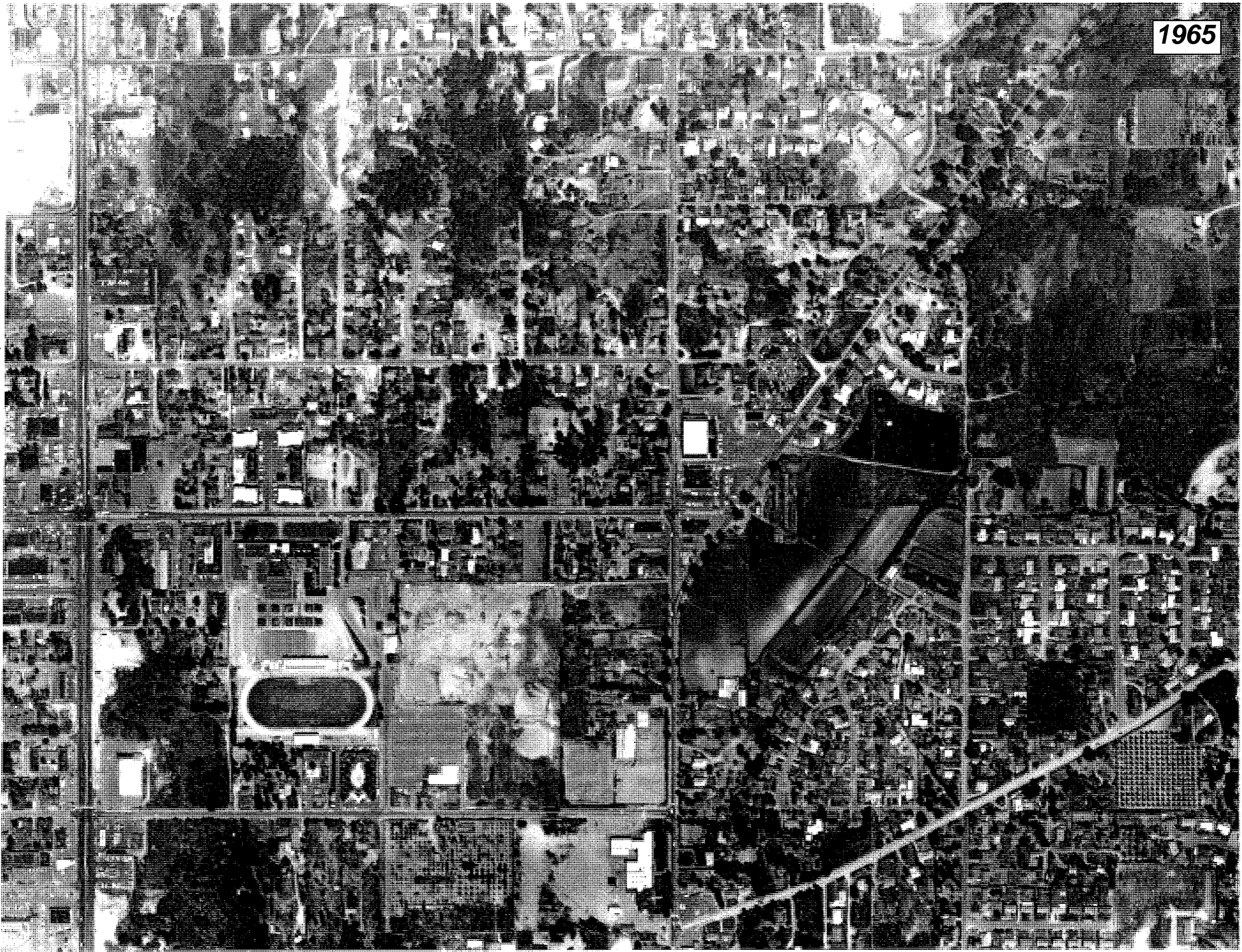
1961 Sec. 20 T23 R4E 1961
Scale 1" = 400'



11/25

20/23/4

1965



Sec. 30 T33 N 4E 1965

Scale 1" = 400'



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12652 INTERURBAN AVENUE SOUTH
SEATTLE, WA 98168

Reference Number KC-69 6-21

Date Photographed 3-25-69

Approx. Scale of Print 1" = 187'

Other Identification W.O. # 39486

1970



Sec. 20 T23 R4 1970

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[Change to Landscape](#)

USGS **Burien, Washington, United States** 10 Jul 1990

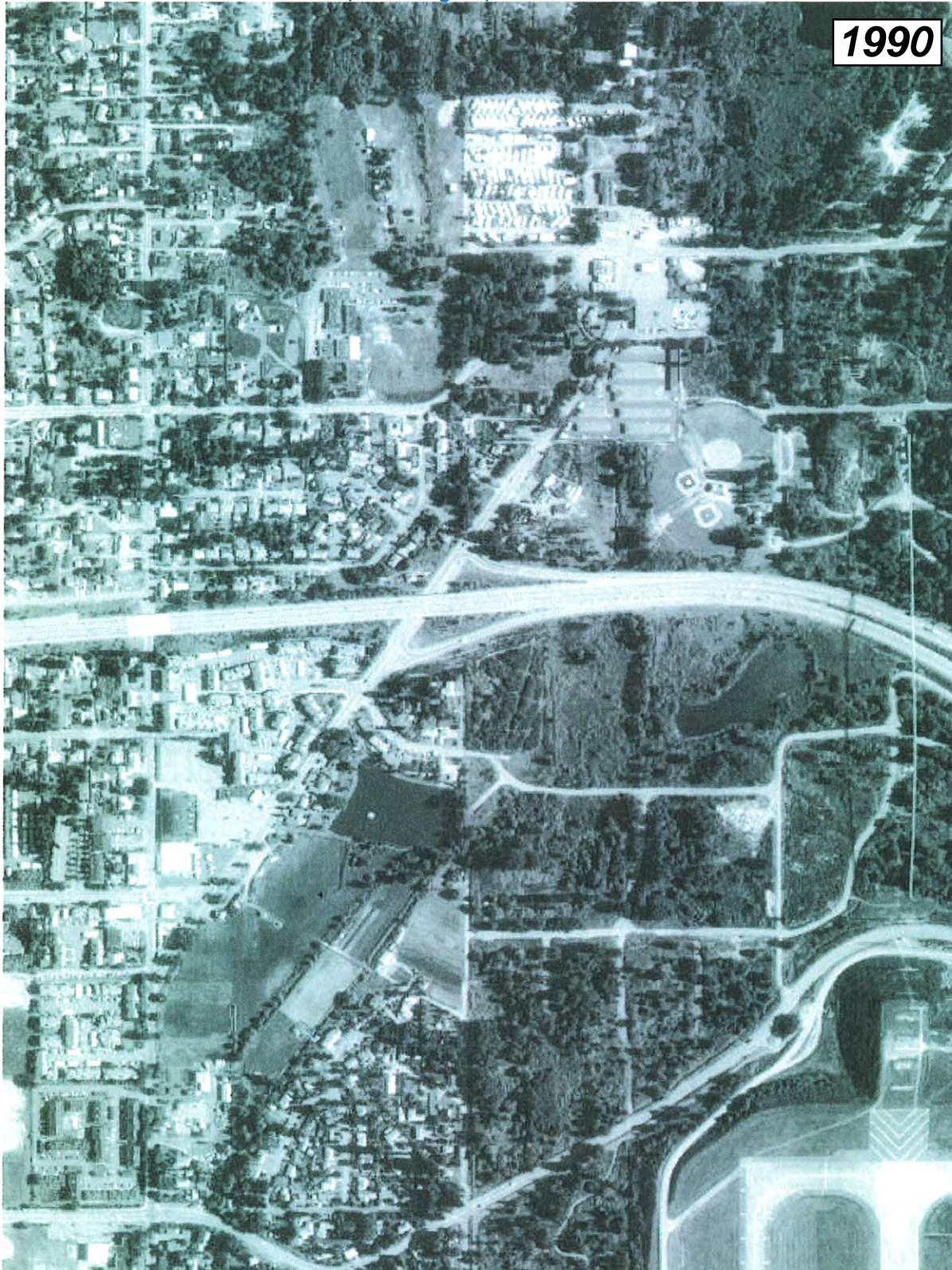


Image courtesy of the U.S. Geological Survey

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[Change to Landscape](#)

USGS **Burien, Washington, United States** 13 Jun 2002



m 100 200 300
yds 100' 200' 300'

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Lora Lake Apartments

15001 Des Moines Memorial Drive
Seattle, WA 98148

Inquiry Number: 2864899.1

September 10, 2010



The EDR Historical Topographic Map Report

EDR Historical Topographic Map Report

Environmental Data Resources, Inc.s (EDR) Historical Topographic Map Report is designed to assist professionals in evaluating potential liability on a target property resulting from past activities. EDRs Historical Topographic Map Report includes a search of a collection of public and private color historical topographic maps, dating back to the early 1900s.

Thank you for your business.
Please contact EDR at 1-800-352-0050
with any questions or comments.

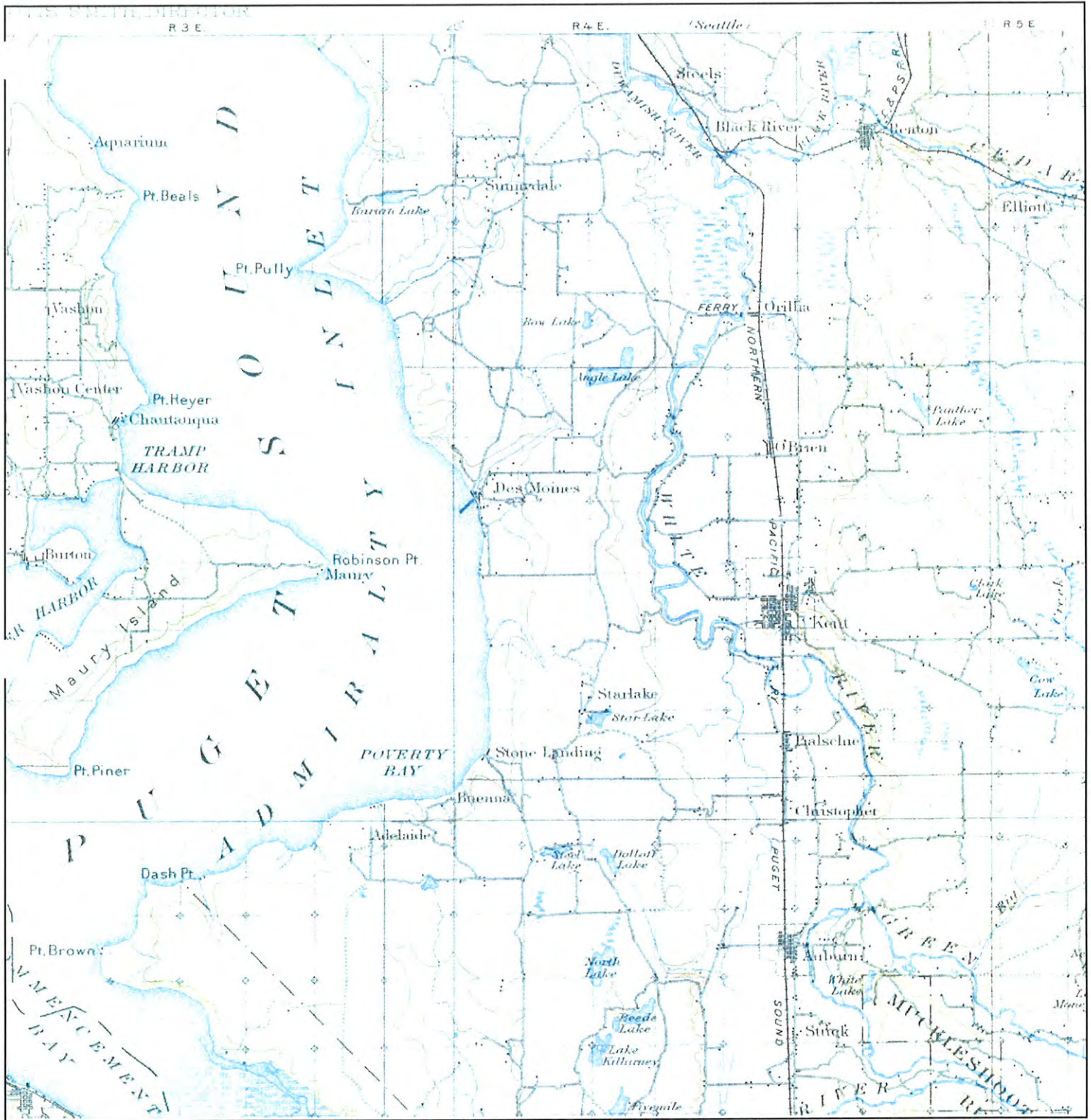
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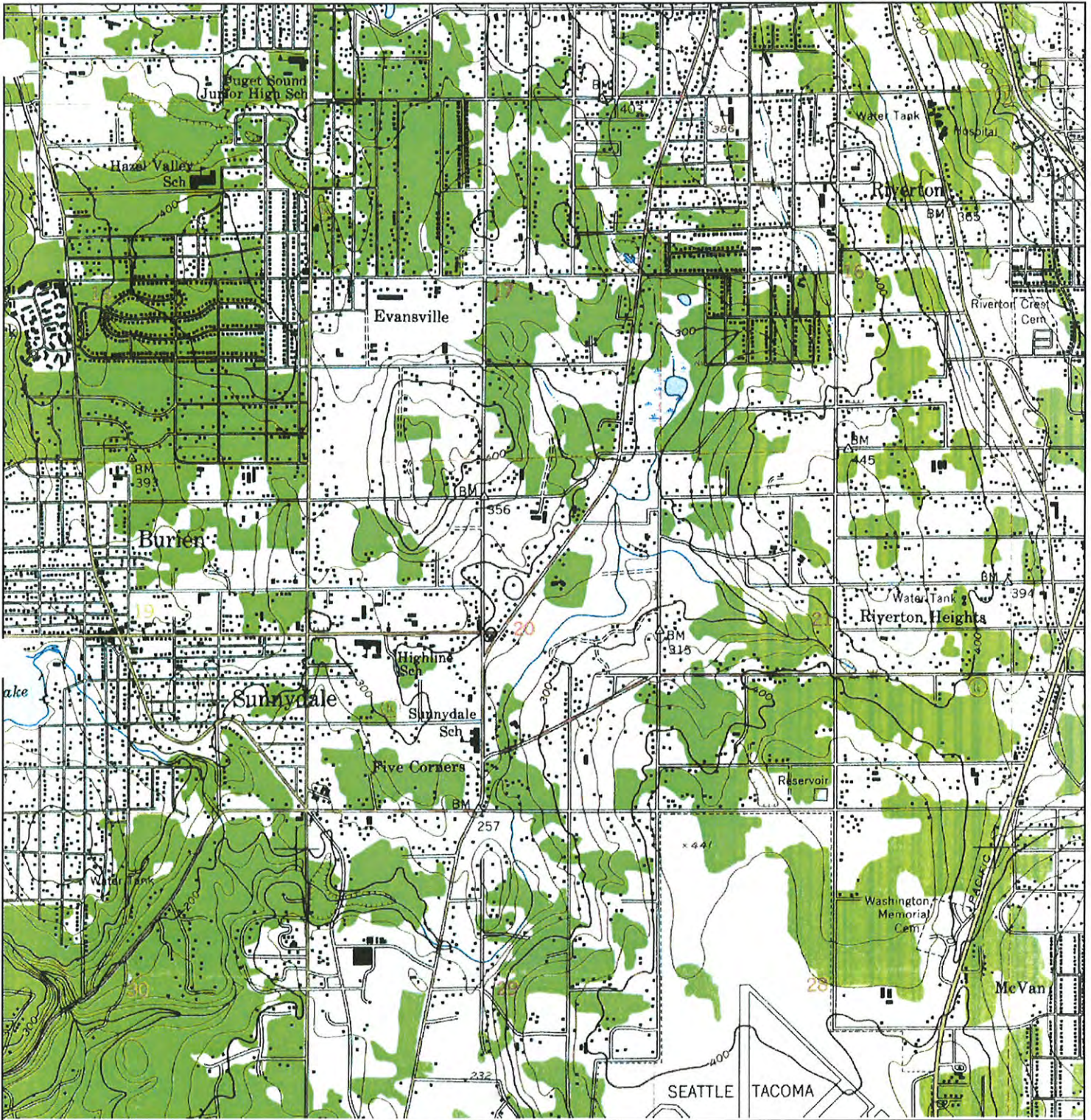
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Historical Topographic Map



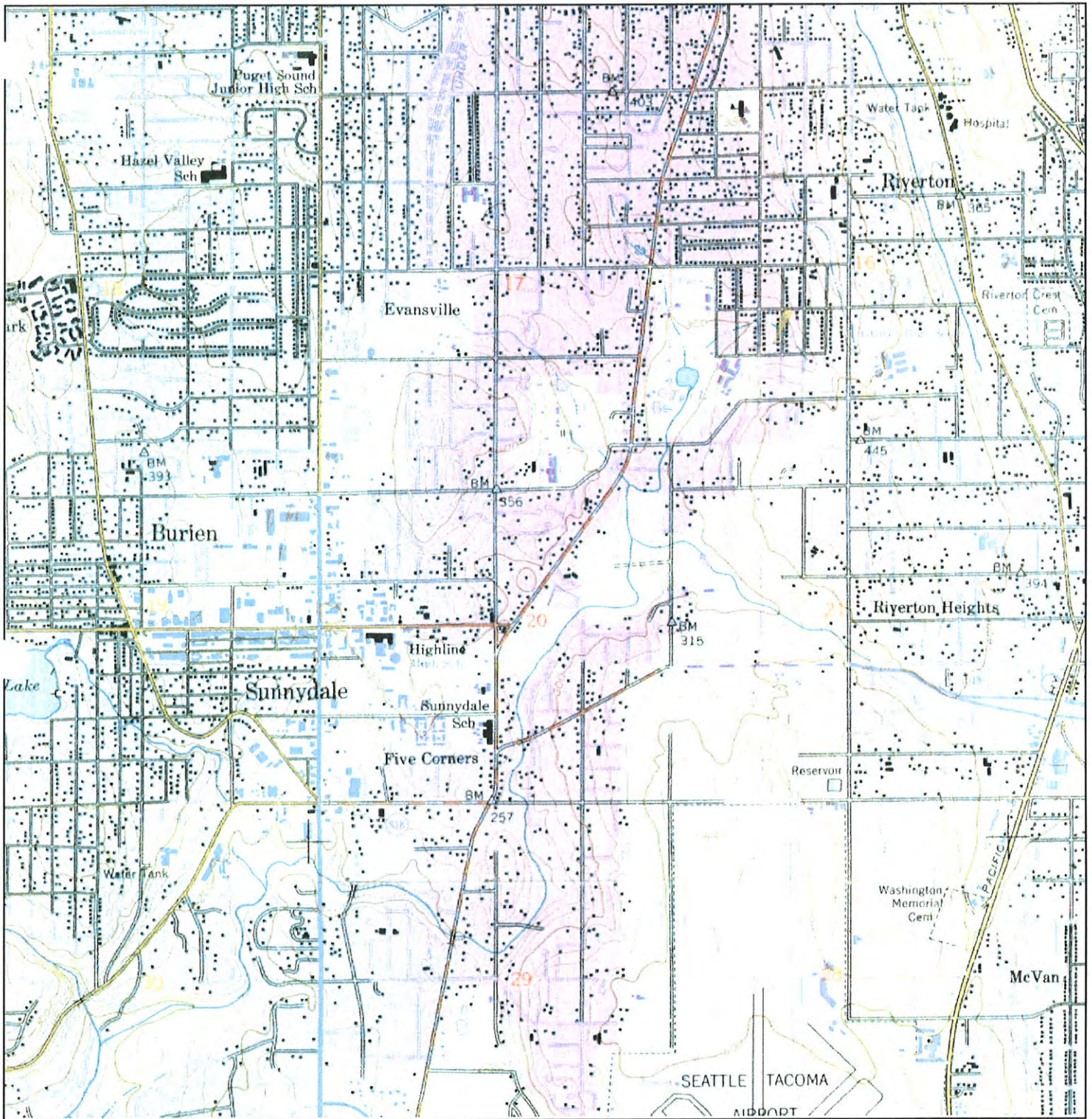
	TARGET QUAD NAME: Tacoma, WA MAP YEAR: 1900	SITE NAME: Lora Lake Apartments ADDRESS: 15001 Des Moines Memorial Drive Seattle, WA 98148 LAT/LONG: 47.4689 / 122.3214	CLIENT: Stirling Consulting CONTACT: Dale Stirling INQUIRY#: 2864899.1 RESEARCH DATE: 09/10/2010
	SERIES: 15 SCALE: 1:62,500		

Historical Topographic Map



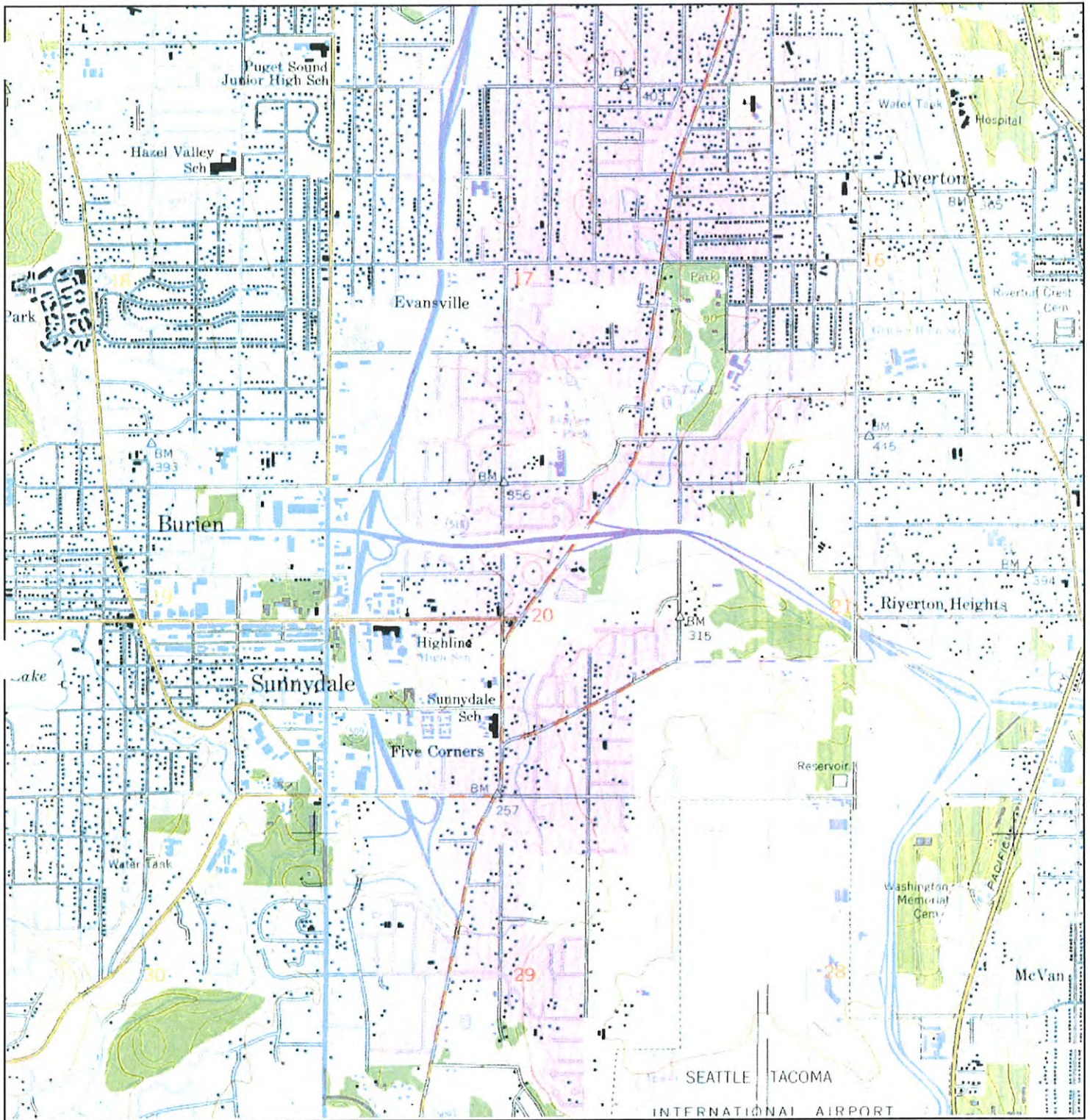
N ↑	TARGET QUAD	SITE NAME:	Lora Lake Apartments	CLIENT:	Stirling Consulting
	NAME: Des Moines, WA	ADDRESS:	15001 Des Moines Memorial Drive	CONTACT:	Dale Stirling
	MAP YEAR: 1949		Seattle, WA 98148	INQUIRY#:	2864899.1
	SERIES: 7.5	LAT/LONG:	47.4689 / 122.3214	RESEARCH DATE:	09/10/2010
	SCALE: 1:24,000				

Historical Topographic Map



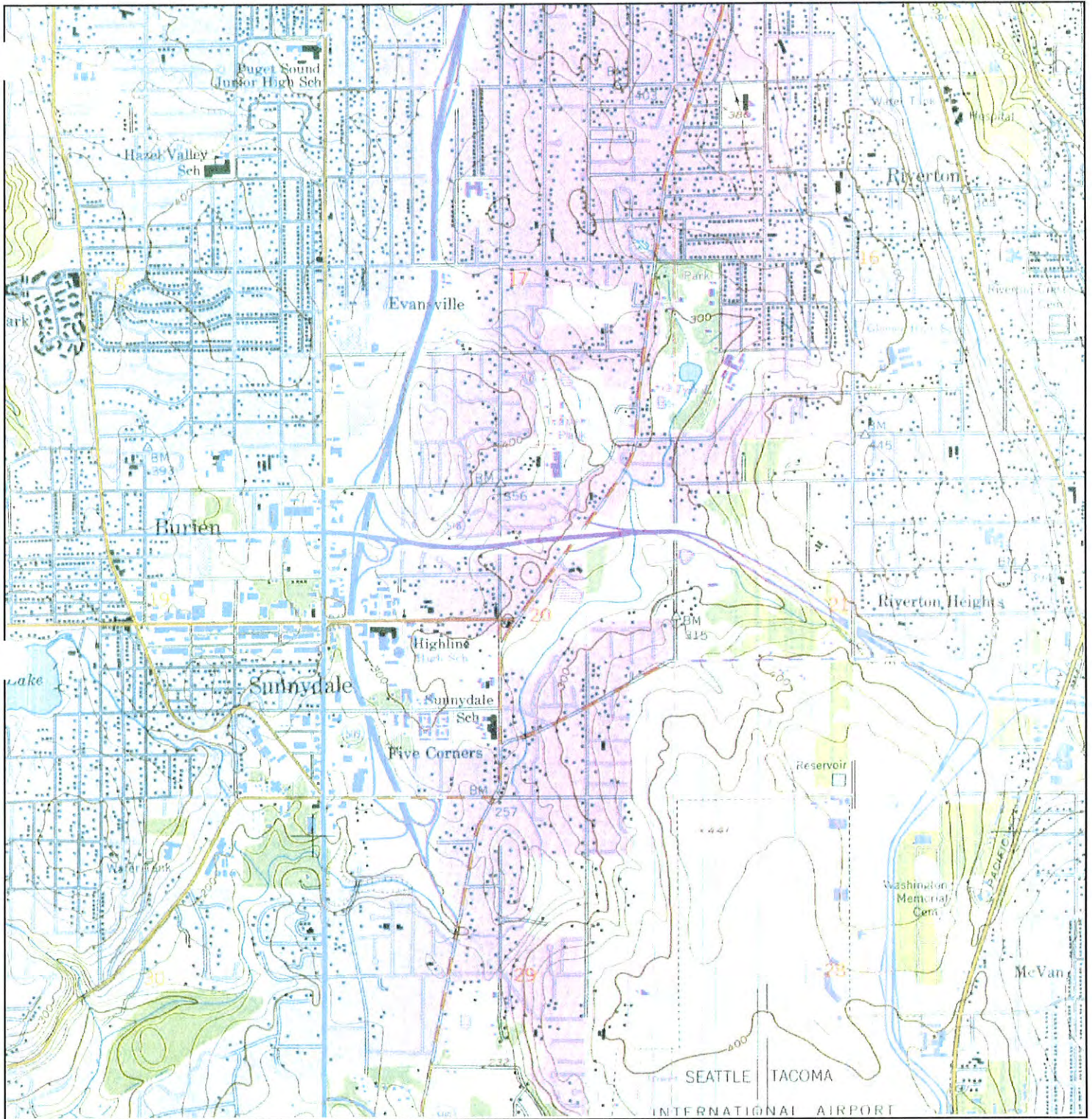
	TARGET QUAD	SITE NAME:	Lora Lake Apartments	CLIENT:	Stirling Consulting
	NAME: Des Moines, WA	ADDRESS:	15001 Des Moines Memorial Drive	CONTACT:	Dale Stirling
	MAP YEAR: 1968		Seattle, WA 98148	INQUIRY#:	2864899.1
	PHOTOREVISED FROM: 1949	LAT/LONG:	47.4689 / 122.3214	RESEARCH DATE:	09/10/2010
	SERIES: 7.5				
	SCALE: 1:24,000				

Historical Topographic Map



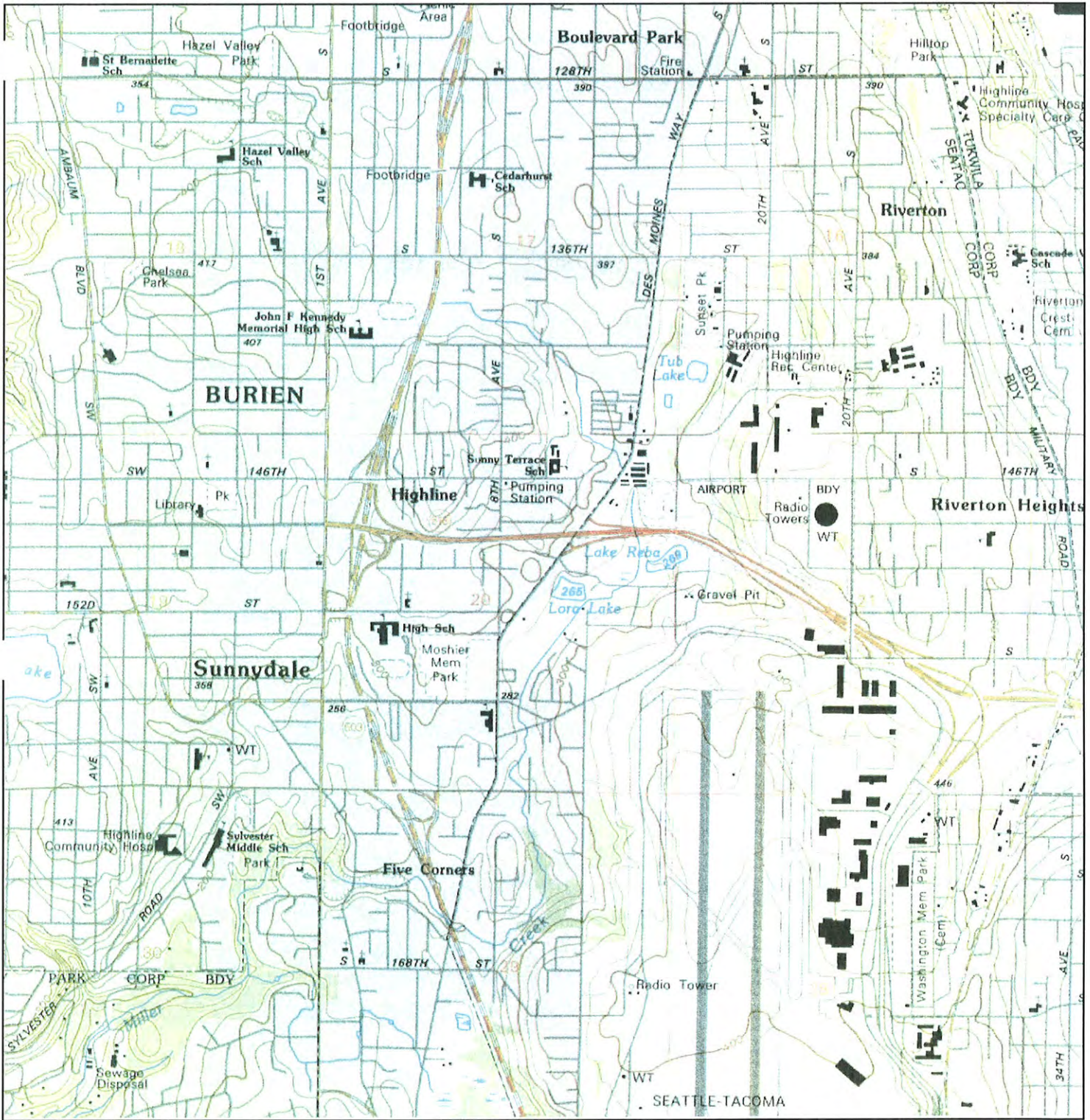
	TARGET QUAD	SITE NAME:	Lora Lake Apartments	CLIENT:	Stirling Consulting
	NAME: Des Moines, WA	ADDRESS:	15001 Des Moines Memorial Drive	CONTACT:	Dale Stirling
	MAP YEAR: 1973		Seattle, WA 98148	INQUIRY#:	2864899.1
	PHOTOREVISED FROM: 1949	LAT/LONG:	47.4689 / 122.3214	RESEARCH DATE:	09/10/2010
	SERIES: 7.5				
	SCALE: 1:24,000				

Historical Topographic Map



	TARGET QUAD NAME: Des Moines, WA MAP YEAR: 1978 PHOTOINSPECTED FROM: 1949 SERIES: 7.5 SCALE: 1:24,000	SITE NAME: Lora Lake Apartments ADDRESS: 15001 Des Moines Memorial Drive Seattle, WA 98148 LAT/LONG: 47.4689 / 122.3214	CLIENT: Stirling Consulting CONTACT: Dale Stirling INQUIRY#: 2864899.1 RESEARCH DATE: 09/10/2010

Historical Topographic Map



	TARGET QUAD	SITE NAME:	CLIENT:
	NAME: Des Moines, WA	Lora Lake Apartments	Stirling Consulting
	MAP YEAR: 1995	ADDRESS: 15001 Des Moines Memorial Drive	CONTACT: Dale Stirling
	REVISED FROM: 1949	Seattle, WA 98148	INQUIRY#: 2864899.1
	SERIES: 7.5	LAT/LONG: 47.4689 / 122.3214	RESEARCH DATE: 09/10/2010
	SCALE: 1:24,000		

J.W. Holland
T.M. O'Bay

THE SOUTHERN
ADD

49 89
SON'S

J.D. Lowman
40
Alicia

J. Hollyhurst
A.E. Golf
Rouler
Harry W. Evans 194

Land Co
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Mabel E.
Colgrove

Kroll Map Company
King County Atlas
ca. 1930

NESTLE NOOK
PARK
Fred Hall

ANDERSON
F. Foster

C. Hall

A.F. Gilles 20

Lena Wilson
J. Wilson

SCOTT
MODES

Yakota
Morasch

J.T. Royal
elaj
(Trus.)

A.P. Rice
40

Nathan Eckstein
Ada

Rosenberg 40
58
BEVERLY

59 60

NICHOLS
SAM DEN
H.E.G. 76
WOOD THE
NORTH

Lillian U. Stoner 40
J.F. ORD'S HOME TRACTS

H.B. Duncanson 40

G.L. Burdie 40

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Albert 136

Harry Singer 20
W.R. Cox Nord

Ada P. Gree

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GARDEN TR

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G.L. Burdie 40

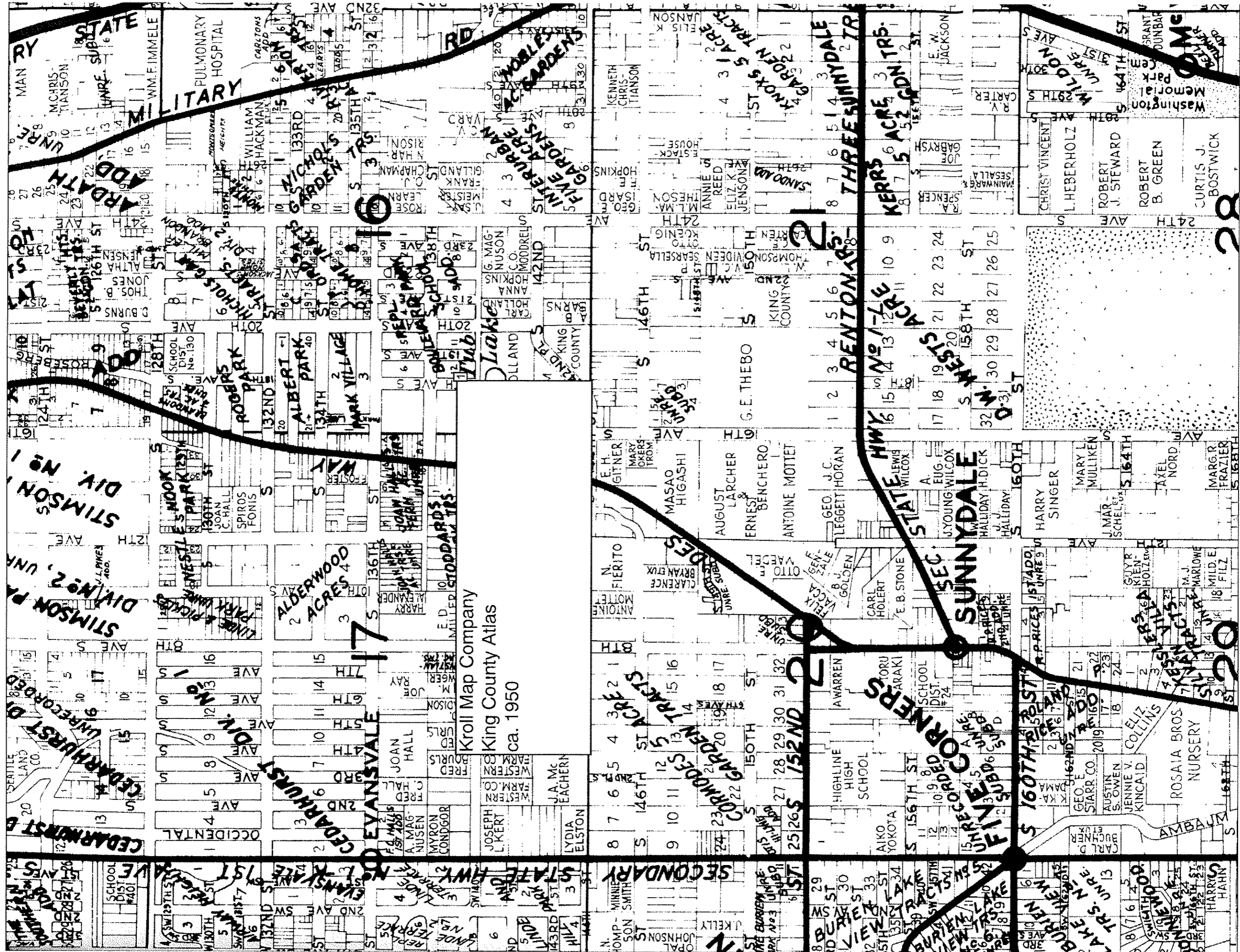
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Albert 136

Harry Singer 20
W.R. Cox Nord

Ada P. Gree



Kroll Map Company
King County Atlas
ca. 1950

PULMONARY HOSPITAL

HIGHLINE HIGH SCHOOL

UNRECORDED
FINE SUBD

UNRECORDED
FINE SUBD

UNRECORDED
FINE SUBD

STIMSON PARK
DIV. NO. 2, UNH
DIV. NO. 1

CEDARHURST
DIV. NO. 1
UNRECORDED

EVANSDALE
UNRECORDED

CORMODES TRACTS
UNRECORDED

UNRECORDED
FINE SUBD

UNRECORDED
FINE SUBD

MANRY
UNRECORDED

MILITARY
UNRECORDED

INTERURBAN
GARDENS
UNRECORDED

SANDHILL
UNRECORDED

THREESUNNYDALE
UNRECORDED

WILSON
UNRECORDED

STIMSON PARK
DIV. NO. 2, UNH
DIV. NO. 1

EVANSDALE
UNRECORDED

UNRECORDED

UNRECORDED

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UNRECORDED

UNRECORDED

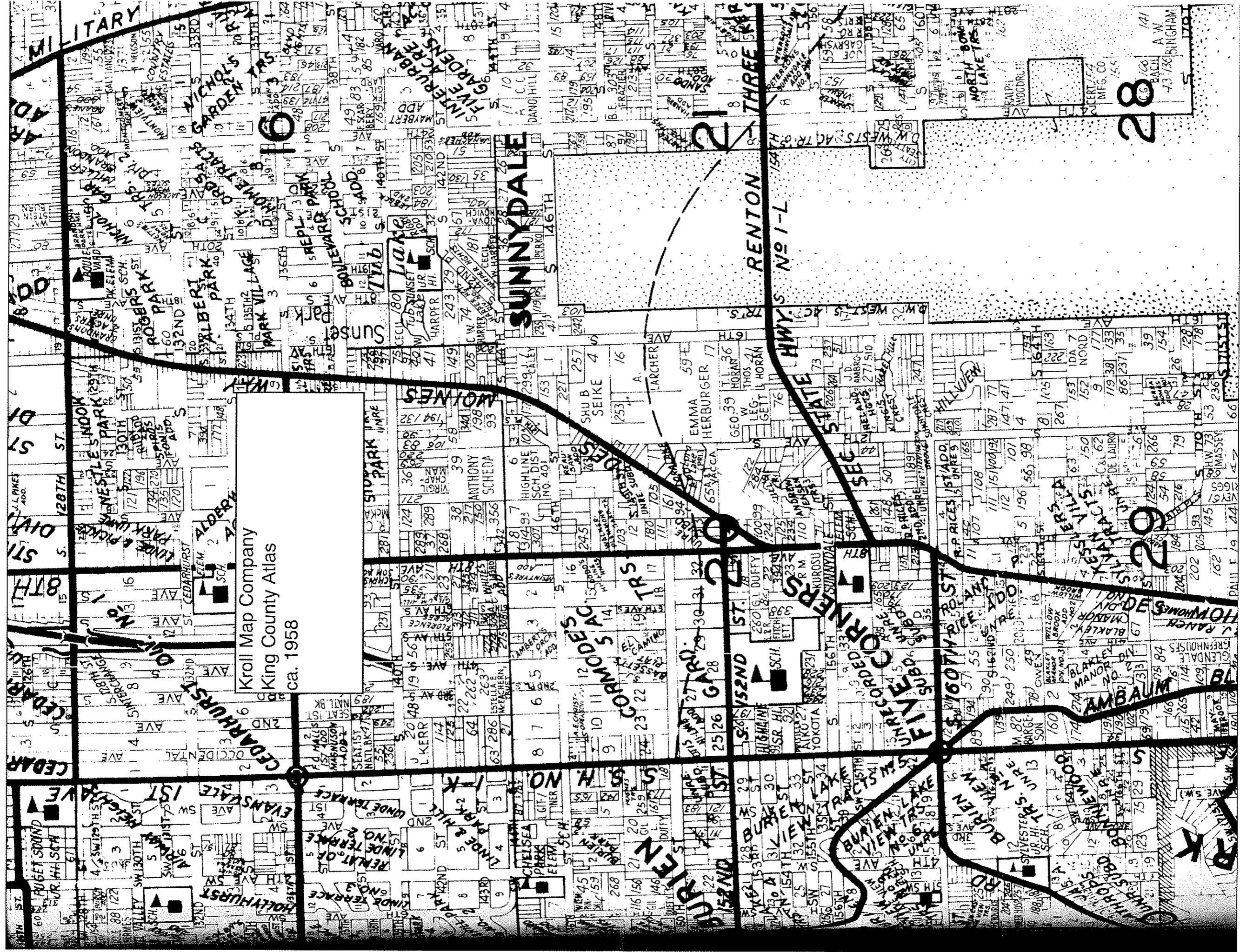
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UNRECORDED



Kroll Map Company
King County Atlas
ca. 1958

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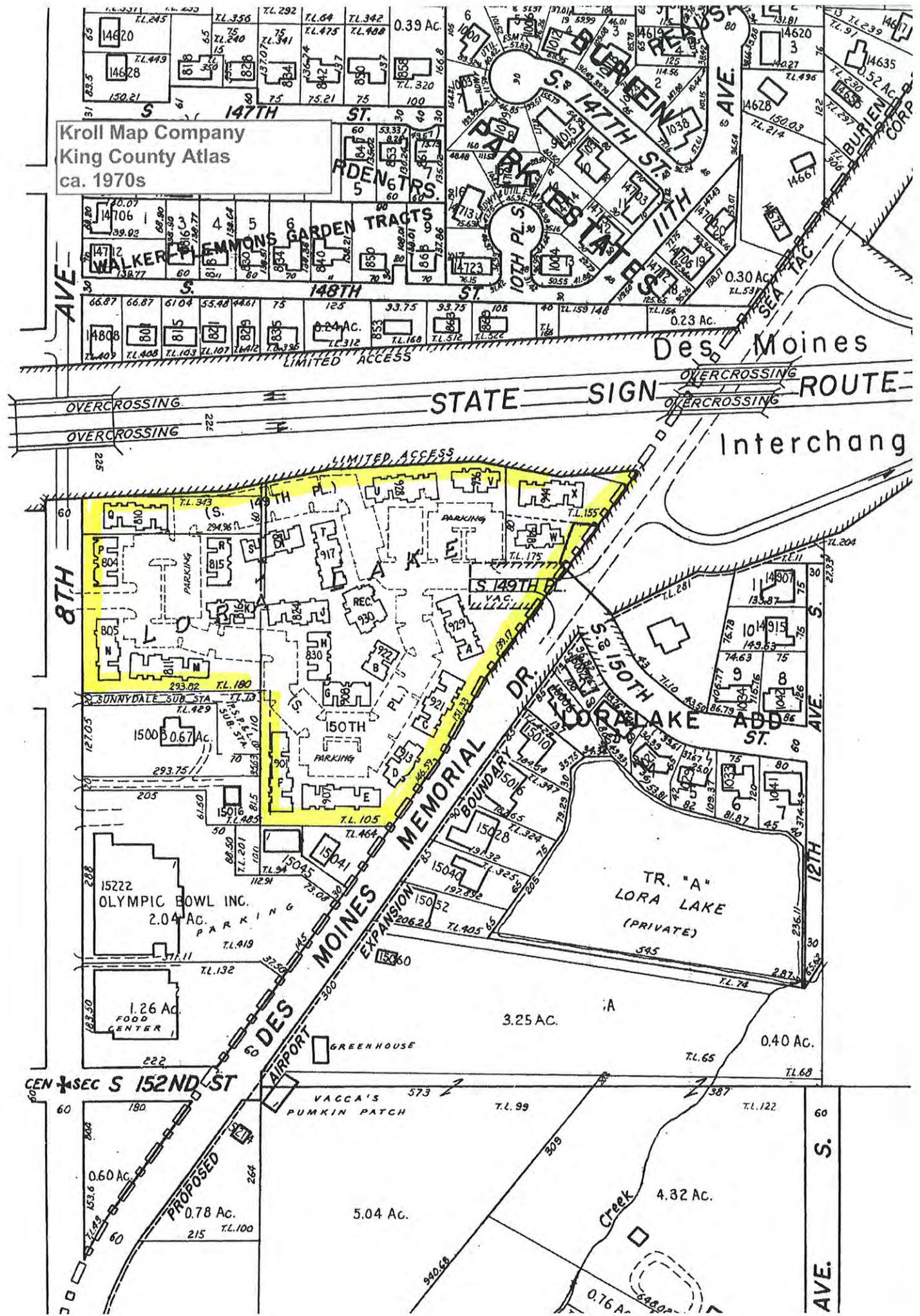
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Kroll Map Company
King County Atlas
ca. 1970s





Issued by

***First American Title Insurance Company
National Commercial***

818 Stewart Street, Suite 800, Seattle, WA 98101

Title Officer: Laura Lau

Phone: (206)728-0400

FAX: (206)448-6348



First American Title Insurance Company

National Commercial Services

818 Stewart Street, Suite 800, Seattle, WA 98101
(206)728-0400 - (800)526-7544 FAX (206)448-6348

Laura Lau
(206)615-3017
llau@firstam.com

RECORDED DOCUMENT GUARANTEE

LIABILITY: \$ **3,000.00**

ORDER NO.: **NCS-472338-WA1**

FEE: \$ **1,500.00 plus tax
of \$142.50**

YOUR REF.:

First American Title Insurance Company
a Corporation, herein called the Company

Subject to the terms and provisions of the application for this Guarantee and the Liability Exclusions and Limitations set forth below in Schedule A.

GUARANTEES

Port of Seattle

herein called the Assured, against loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurance herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.
3. In order for the Guarantee to be valid and effective, the application and agreement for the issuance of a Recorded Document Guarantee executed by the Assured and each document referred to in Schedule A as an exception must be attached hereto.

Dated: January 24, 2011 at 7:30 A.M.

SCHEDULE A

The assurances referred to on the face page are:

That according to the Company's title plant records and those records maintained by the County Recorder known as the Grantee/Grantor indices subsequent to January 1, 1940, relative to the following described real property (but without examination of those company title plants maintained and indexed by name), there are no All document types Deeds, real estate contracts, or leases or subleases (hereinafter documents) describing said real property or any portion thereof, other than those shown below under Exceptions, which documents are attached hereto and made a part hereof.

The following matters are excluded from the coverage of this Guarantee:

1. Unpatented Mining Claims, reservations or exceptions in patents or in acts authorizing the issuance thereof.
2. Water rights, claims or title to water.
3. Tax Deeds to the State of Washington.
4. Instruments, proceedings or other matters which do not specifically describe said land.
5. Documents pertaining to mineral estates.

EXCEPTIONS:

AS ATTACHED HERETO ON CHAIN SHEET.

DESCRIPTION:

AS ATTACHED HERETO ON EXHIBIT A.

CHAIN SHEET

INST	REC'D	FILE NO.	GRANTOR	GRANTEE	REMARKS
Record of Survey	April 5, 2010	20100405900007	Qwest		
Quit Claim Deed	July 23, 2007	20070723001020	King County Housing Authority	Port of Seattle	
Amended Statutory Warranty Deed	September 27, 2004	20040927002461	Port of Seattle	The Housing Authority of the County of King	
Ordinance 8541	March 22, 2002	20020322001946	King County		
Agreement and Grant of Easement	December 5, 2000	20001205000855	King County Housing Authority	TCI Cablevision	
Broadband Right of Entry Agreement	December 5, 2000	20001208000854	King County Housing Authority	TCI Cablevision	
Statutory Warranty Deed	July 20, 2000	20000720000191	Port of Seattle	Housing Authority of the County of King	
Statutory Warranty Deed	September 18, 1998	9809180742	Pacific Gulf Properties Inc.	Port of Seattle	
Full Reconveyance	November 5, 1996	9611050517	Santa Anita Realty	The Equitable Life Assurance Society of the United States	
Resignation and Appointment of Successor Trustee	November 5, 1996	9611050516	The Equitable Life Assurance Society of the United States	First American Title	

INST	REC'D	FILE NO.	GRANTOR	GRANTEE	REMARKS
Deed of Reconveyance	February 27, 1998	9802272817	The Equitable Life Assurance Society of the United States	Chicago Title	

Full Reconveyance	March 23, 1995	9503230683	Bank of America	Pacific Gulf Properties	
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Agreement	March 23, 1995	9503231018	Pacific Gulf Properties	Interactive Cable Systems, Inc.	
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Memorandum of Agreement and Quitclaim	March 23, 1995	9503231017	Pacific Gulf Properties	Interactive Cable Systems, Inc.	
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Deed of Trust	March 17, 1995	9503170993	Pacific Gulf Properties, Inc.	Bank of America	
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INST	REC'D	FILE NO.	GRANTOR	GRANTEE	REMARKS
Assignment Agreement	December 8, 1994	9412080761	Pace Private Cable TV	InterActive Cable Systems	

Deed of Trust	June 16, 1994	9406160909	Pacific Gulf Properties, Inc	Bank of America	
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Assignment and Assumption of Leases	November 22, 1993	9311221299	Santa Anita Realty Enterprises	Pacific Gulf Properties, Inc.	
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Special Warranty Deed	November 22, 1993	9311221298	Santa Anita Realty Enterprises	Pacific Gulf Properties, Inc.	
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Assignment of Lessor's Interest in Rental Agreement	July 2, 1991	9107022169	Santa Anita Realty Enterprises	The Equitable Life Assurance Society	
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INST	REC'D	FILE NO.	GRANTOR	GRANTEE	REMARKS
Deed of Trust and Security Agreement	July 2, 1991	9107022168	Santa Anita Realty Enterprises	The Equitable Life Assurance Society	

Special Warranty Deed	July 2, 1991	9107022167 The Equitable Life Assurance Society	Santa Anita Realty Enterprises
Full Reconveyance	March 3, 1989	8903030483 Mueller Development	DWTR&J Corp
Assignment	November 29, 1988	8811290237 Satellite Scanners, Inc.	Pace Private Cable TV
Full Reconveyance	October 24, 1988	8810240602 Mueller Development	DWTR&J Corp.

INST	REC'D	FILE NO.	GRANTOR	GRANTEE	REMARKS
	September 28, 1988	8809280205	Seattle First National Bank	Mueller Development	

Statutory Warranty Deed	September 1, 1988	8809010293 Mueller Development Company	The Equitable Life Assurance Society
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Quit Claim Deed	August 16, 1988	8808160633 State of Washington	Mueller Development Company
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Quit Claim Deed	August 16, 1988	8808160632 State of Washington	King County
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Warranty Deed	July 13, 1988	8807130996 Mueller Development Company	King County
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INST	REC'D	FILE NO.	GRANTOR	GRANTEE	REMARKS
Quit Claim Deed	July 13, 1988	8807130995	King County	Mueller Development Company	

Indemnity Agreement	June 13, 1988	8806131037 Mueller Development Company	King County Water District No. 20
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Relinquishment of Easement	January 6, 1988	8801060632	King County
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Subsurface Drainage Easement	January 6, 1988	8801060631 Mueller Development Company	King County
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Easement December 10, 1987 8712100857 Mueller Development Company City of Seattle

INST	REC'D	FILE NO.	GRANTOR	GRANTEE	REMARKS
Noate and Deed of Trust Modification and Spreading Agreement	November 4, 1987	8711040071	Mueller Development Company	Seattle First National Bank	

Noate and Deed of Trust Modification and Spreading Agreement	November 4, 1987	8711040070	Mueller Development Company	Seattle First National Bank	
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Deed of Trust	November 2, 1987	8711020883	Mueller Development Company	Seattle First National Bank	
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Bill of Sale of Water Main	September 17, 1987	8709170797	Mueller Development Company	King County Water District No. 20	
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Easement for Water Utilities	September 17, 1987	8709170796	Mueller Development Company	King County Water District No. 20	
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INST	REC'D	FILE NO.	GRANTOR	GRANTEE	REMARKS
Easement	August 21, 1987	8708211142	Mueller Development Company	City of Seattle	

Easement	August 3, 1987	8708030936	Mueller Development Company	City of Seattle	
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Assignment of Deed of Trust	July 23, 1987	8707230104	Seattle Mortgage Corporation	Seattle First National Bank	
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Full Reconveyance	July 22, 1987	8707220146	Mueller Development Company	Seattle First National Bank	
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Easement	July 17, 1987	8707170973	Mueller Development Company	Pacific Northwest Bell	
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INST	REC'D	FILE NO.	GRANTOR	GRANTEE	REMARKS
Deed of Trust	June 26, 1987	8706260143	Mueller Development Company	Seattle First National Bank	

Nate and Deed of Trust Modification and Spreading Agreement	June 25, 1987	8706250063 Mueller Development Company	Seafirst Mortgage Corporation
Commercial Easement and Right of Entry Agreement	June 16, 1987	8706161302 Mueller Development Company	Satellite Scanners, Inc.
Quit Claim Deed	June 1, 1987	8706010409 State of Washington	King County
Agreement for Payment of Connection Charge	May 6, 1987	8705060805 Mueller Development Company	Southwest Suburban Sewer District

INST	REC'D	FILE NO.	GRANTOR	GRANTEE	REMARKS
Note and Deed of Trust	March 13, 1987	8703131172	Chambers Creek II	Seafirst Mortgage Corporation	
Note and Deed of Trust	March 13, 1987	8703131171	Mueller Development Company	Seafirst Mortgage Corporation	
Deed of Trust	March 13, 1987	8703131170	Mueller Development Company and Chambers Creek II	Seafirst Mortgage Corporation	
Statutory Warranty Deed	March 13, 1987	8703131133	Ralph G. Hyett III and Vicki M. Hyett	Mueller Development Company	
Statutory Warranty Deed	March 13, 1987	8703131127	Ralph G. Morris	Mueller Development Company	

INST	REC'D	FILE NO.	GRANTOR	GRANTEE	REMARKS
Deed of Trust	September 11, 1986	8609111391	Mueller Development Company	Seattle First National Bank	
Statutory Warranty	September 11, 1986	8609111387	Harold Malinak and Grace G. Malinak, who acquired title	Mueller Development Company	

Deed as Grace G. Arnold

Statutory September 8609111362 Linda Porthen, Guardian of Steve D. Porthen and Linda
 Warranty 11, 1986 the Estate of Franklin Evans O. Porthen
 Fullfillment
 Deed

Statutory September 8609111361 Steve D. Porthen and Linda Mueller Development
 Warranty 11, 1986 O. Porthen Company
 Deed

Real Estate August 28, 8608281275 Linda Porthen, Guardian of Steve D. Porthen and Linda
 Contract 1986 the Estate of Franklin Evans O. Porthen

INST	REC'D	FILE NO.	GRANTOR	GRANTEE	REMARKS
Real Estate Contract	August 28, 1986	8608281012	Linda Porthen, Guardian of the Estate of Franklin Evans	Steve D. Porthen and Linda O. Porthen	

Satisfaction of Mortgage	August 5, 1986	8608051279	Virginia Mason Hospital	Steve D. Porthen and Linda O. Porthen	
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Record of Survey	June 18, 1986	8606189004			
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Assignment of Deed of Trust	August 30, 1983	8308301089	Security Pacific Mortgage Corporation	Merrill Lynch Mortgage Corporation	
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Deed of Trust	August 29, 1983	8308290633	Ralph G. Hyett III and Vicki M. Hyett	Merrill Lynch Mortgage Corporation	
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INST	REC'D	FILE NO.	GRANTOR	GRANTEE	REMARKS
Statutory Warranty Deed	August 29, 1983	8308290631	Ronald C. McIntosh	Ralph G. Hyett III and Vicki M. Hyett	

Quit Claim Deed	January 13, 1982	8201130468	Ben A. Arnold	Grace G. Arnold	
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Mortgage	September 8, 1981	8109080651	Steve D. Porthen and Linda O. Porthen	Virginia Mason Hospital	
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Satisfaction of Mortgage	December 20, 1977	7712200608	Union Federal Savings and Loan	Ronald C. McIntosh and Ruth J. McIntosh	
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Statutory Warranty Deed January 25, 1977 7701250553 Albert A. Hoeft and Arline R. Hoeft John A. Williamson and Kristi S. Williamson

INST	REC'D	FILE NO.	GRANTOR	GRANTEE	REMARKS
Deed	May 6, 1975	7505060164	HUD	Albert A. Hoeft and Arline R. Hoeft	

Grant Deed December 13, 1974 7412130250 Federal National Mortgage Association HUD

Trustee's Deed December 13, 1974 7412130249 John A. Gose Federal National Mortgage Association

Notice of Trustee's Sale June 13, 1974 7406130506 John A. Gose Federal National Mortgage Association

Resignation and Appointment of Successor Trustee June 13, 1974 7406130505 The Pacific National Bank of Washington John A. Gose

INST	REC'D	FILE NO.	GRANTOR	GRANTEE	REMARKS
Drainage Easement	February 22, 1974	7402220258	Ben A. Arnold and Grace G. Arnold	King County	

Drainage Easement February 22, 1974 7402220257 Ben A. Arnold and Grace G. Arnold King County

Drainage Easement February 22, 1974 7402220256 Ben A. Arnold and Grace G. Arnold King County

Easement for Slopes June 13, 1972 7206130565 Ben A. Arnold and Grace G. Arnold King County

Temporary Construction Easement February 29, 1972 7202290525 D. Craig O'Brien and Vicki O'Brien Southwest Suburban Sewer District

INST	REC'D	FILE NO.	GRANTOR	GRANTEE	REMARKS
Easement	January 21, 1972	7201210341	Ben A. Arnold and Grace G. Arnold	Southwest Suburban Sewer District	

Temporary Construction Easement January 21, 1972 7201210340 Ronald C. McIntosh and Ruth J. McIntosh Southwest Suburban Sewer District

Temporary Construction Easement January 21, 1972 7201210339 Ben A. Arnold and Grace G. Arnold Southwest Suburban Sewer District

Quit Claim Deed February 17, 1971 7102170547 Jobeth P. Moore Evelyn D. Moore

Statutory Warranty Deed January 14, 1970 6608849 Mildred T. Hill Ben A. Arnold and Grace G. Arnold

INST	REC'D	FILE NO.	GRANTOR	GRANTEE	REMARKS
Deed of Trust	September 2, 1969	6558616	D. Craig O'Brien and Victoria L. O'Brien	Northwest Mortgage, Inc.	

Statutory Warranty Deed	September 2, 1969	6558615	Charles Hackstock and Augusta Hackstock	D. Craig O'Brien and Victoria L. O'Brien	
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Assignment of Deed of Trust	September 29, 1969	6570183	Norwest Mortgage	D. Craig O'Brien and Victoria L. O'Brien	
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Warranty Deed	July 22, 1969	6514093	Grace G. Arnold	State of Washington	
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Warranty Deed	November 1, 1968	6474874	Ronald C. McIntosh and Ruth J. McIntosh	State of Washington	
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INST	REC'D	FILE NO.	GRANTOR	GRANTEE	REMARKS
Lis Pendens	February 19, 1968	6472939	State of Washington	Marlo Olson, et al	

Warranty Deed	October 2, 1968	6424923	Charles Hackstock and Augusta Hackstock	State of Washington	
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Deed of Trust	June 8, 1967	6186417	Joseph P. Moore and Evelyn Moore	Northwest Mortgage	
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Statutory Warranty Deed June 8, 1967 6186416 Helene Muller Joseph P. Moore and Evelyn Moore

Warranty Deed October 29, 1966 6097708 Ralph G. Morris and Melita Morris State of Washington

INST	REC'D	FILE NO.	GRANTOR	GRANTEE	REMARKS
Real Estate Contract	July 27, 1966	6060508	Mildret T. Hill	Ben A. Arnold and Grace G. Arnold	

Assignment of Mortgage September 18, 1963 5639206 Ballard Mortgage Union Federal Savings and Loan

Mortgage July 2, 1963 5604241 Ronald C. McIntosh and Ruth J. McIntosh Ballard Mortgage

Statutory Warranty deed July 2, 1963 5604240 Mamie C. Streater Ronald C. McIntosh and Ruth J. McIntosh

Satisfaction of Mortgage September 7, 1962 5476317 Pacific First Federal Savings and Loan Ralph G. Morris and Melita Morris

INST	REC'D	FILE NO.	GRANTOR	GRANTEE	REMARKS
Satisfaction of Mortgage	January 6, 1960	5118689	John Streater	Ben Arnold and Grace Arnold	

Statutory Warranty Deed September 21, 1959 5081968 Everlyn D. Webby Max Muller and Helene Muller

Release of Mortgage July 9, 1959 5053873 Washington Mutual Fred W. Plumlee and Mary E. Plumlee

Statutory Warranty Deed July 9, 1959 5053872 Fred W. Plumlee and Mary E. Plumlee John Streater

Statutory Warranty Deed April 30, 1959 5026339 Donald B. Siefken and Amy E. Siefken Benjamin A. Arnold and Grace G. Arnold

INST	REC'D	FILE NO.	GRANTOR	GRANTEE	REMARKS
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Satisfaction of Mortgage	March 23, 1959	5010728	Pacific First Federal Savings	Wynant C. Rau and Ethel Rau
Satisfaction of Mortgage	January 15, 1959	4985920	Citizens Federal Savings and Loan	Jarry C. Anderson and Irene Anderson
Statutory Warranty deed	January 15, 1959	4985919	Irene T. Anderson	Ben A. Arnold and Grace A. Arnold
Statutory Warranty Deed	May 16, 1958	4902187	Kenneth L. Rogers and R. Geraldine Rogers	Charles R. Hackstock and Augusta S. Hackstock
Mortgage	May 14, 1958	4901313	Charles R. Hackstock and Augusta S. Hackstock	Prudential Mutual Savings Bank

INST	REC'D	FILE NO.	GRANTOR	GRANTEE	REMARKS
Satisfaction of Mortgage	October 1, 1957	4837681	Pacific First Federal	Kenneth L. Rogers and R. Geraldine Rogers	
Deed	September 18, 1957	4834146	Dezoma Dunn and Dorothy Dunn	D.K. Busch	
Purchaser's Assignment	September 17, 1957	4833651	Dezoma Dunn and Dorothy Dunn	D.K. Busch	
Quit Claim Deed	September 17, 1957	4833648	Willa Valerie Busch and David Karl Busch	Dezoma Dunn and Dorothy Dunn	
Mortgage	September 16, 1957	4833340	Kenneth L. Rogers and R. Geraldine Rogers	Washington Mutual	

INST	REC'D	FILE NO.	GRANTOR	GRANTEE	REMARKS
Contract	July 23, 1956	4713841	J.S. Wilson and Evelyn Wilson	Jack Roth and Florence Roth	
Assignment of Contract	March 1, 1956	4668620	Victor Hanson and Edith Hanson	Ben Arnold and Grace Arnold	
Deed	October 22, 1954	4499865	Harry Stathan and Elizabeth Stathan	Donald Peters and Eleanor Peters	

Deed February 10, 1954 4418099 Wayne Walker and Marguerite Walker Percy Webby and Evelyn Webby

Deed August 28, 1953 4375198 Samuel Knishka and Helen Knishka Wayne Walker and Marguerite Walker

INST	REC'D	FILE NO.	GRANTOR	GRANTEE	REMARKS
Deed	July 15, 1953	4363643	Edagr Higgins and Evelyn Higgins	Samuel Knishka and Helen Knishka	

Deed June 29, 1953 4358152 Edagr Higgins and Evelyn Higgins Samuel Knishka and Helen Knishka

Deed May 21, 1953 4347140 Edagr Higgins and Evelyn Higgins Mildred T. Hill

Assignment of Contract March 5, 1953 4320954 Jack Carlson and Patricia Carlson Victor Hanson and Edith Hanson

Deed March 5, 1953 4320953 Harry Anderson and Irene Anderson Jack Carlson and Patricia Carlson

INST	REC'D	FILE NO.	GRANTOR	GRANTEE	REMARKS
Mortgage	October 22, 1952	4283366	Harry Anderson and Irene Anderson	City Federal	

Deed May 23, 1952 4238987 Jerome Novak Ben Arnold and Grace Arnold

Deed May 21, 1952 4238238 Joseph Novak and Lottie Novak Jerome Novak

Mortgage January 2, 1952 4198424 Ben Arnold and Grace Arnold John Streeter and Lois Streeter

Deed September 18, 1952 4273194 Norman Holliday and Dorothy Holliday Edgar Higgins and Evelyn Higgins

INST	REC'D	FILE NO.	GRANTOR	GRANTEE	REMARKS
Deed	July 16, 1952	4254302	L.C. Beck and Helen Beck	Albert Pickering and Edna Pickering	

Deed	November 26, 1947	3748910	Claude Brown and Lila Brown	Mildred Thomas Hill
Deed	July 15, 1947	3704914	Frank Willard and Blanch Willard	Claude Brown and Lila Brown
Deed	July 15, 1947	3704913	Mary Farston	CN Winter and Addie Winter
Assignment of Contract	October 17, 1946	3619348	Adolph Kamplin and Francis Kamplin	Claude Brown and Lila Brown

INST	REC'D	FILE NO.	GRANTOR	GRANTEE	REMARKS
Deed	December 11, 1945	3524042	John Locke and Marie Locke	Donald Peteres and Antoinette Peters	
Deed	November 16, 1944	3428911	William Anderson and Rose Anderson	Fred Plumlee and Mary Plumlee	
Deed	October 19, 1944	3422762	Olga Hughett	William Anderson and Rose Anderson	
Deed	May 11, 1943	3386644	William Anderson and Rose Anderson	Melita Morris and Ralph Morris	
Deed	May 10, 1943	3386161	Melita Morris and Ralph Morris	William Anderson and Rose Anderson	

INST	REC'D	FILE NO.	GRANTOR	GRANTEE	REMARKS
Deed	November 24, 1943	3356539	Ed Borg and Jane Borg	Earl Syphers and Irene Syphers	
Deed	September 9, 1943	3334338	John Johnson and Edith Johnson	Joseph Novak and Lottie Novak	
Deed	August 24, 1943	3331109	Harry Dumar and Georgina Dumar	William Anderson and Rose Anderson	
Easement	September 15, 1941	3188611	Charles Engledow	Harry Dumar and Georgina Dumar	
deed	June 3, 1940	3108105	Charles Engledow	Harry Dumar and Georgina Dumar	

Exhibit "A"

Real property in the County of King, State of Washington, described as follows:

That part of the southwest quarter of the northeast quarter of Section 20, Township 23 North, Range 4 East, Willamette Meridian, in King County, Washington, described as follows:
Beginning at the intersection of the northwesterly line of Des Moines Way South, being 30.00 feet northwesterly of when measured at right angles to the centerline thereof, and the north line of the south 440.00 feet of said southwest quarter of the northeast quarter;
thence northeasterly along said northwesterly line to a point opposite Highway Engineer's Station (hereinafter referred to as HES) 240+75 on the Des Moines Way Line Survey of SR 518, Riverton Heights: SR 509 to SR 5, and 30.00 feet northwesterly therefrom;
thence northeasterly to a point opposite HES 242+25 on said Des Moines Way Line Survey and 50 feet northwesterly therefrom;
thence northeasterly parallel with said Des Moines Way Line Survey to a point on a line drawn parallel with and 125 feet southerly, when measured at right angles, from the SR 518 Line Survey of said highway;
thence southwesterly along said parallel line to a point opposite HES 44+50 thereon;
thence northwesterly to a point opposite HES 43+50 on said SR 518 Line Survey and 100 feet southeasterly therefrom;
thence southwesterly parallel with said SR 518 Line Survey to a point opposite HES 40+50 thereon;
thence southwesterly to a point opposite HES 39+00 on said SR 518 Line Survey and 125 feet southeasterly therefrom;
thence southwesterly parallel with said SR 518 Line Survey to a point on the east line of 8th Avenue South;
thence southerly along said east line to the north line of the southwest quarter of said southwest quarter of the northeast quarter;
thence easterly along said north line to the east line of the west quarter of said southwest quarter of the northeast quarter;
thence southerly along said east line to the north line of the south 521.5 feet of said southeast quarter of the northeast quarter;
thence easterly along said north line, a distance of 5.99 feet to the east line of the west 330.00 feet of said southwest quarter of the northeast quarter;
thence southerly along said east line of the west 330.00 feet of said southwest quarter of the northeast quarter to an intersection with the north line of the south 440.00 feet of said subdivision;
thence easterly along said north line to the point of beginning.

Tax Parcel Number: 202304-9105-00

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

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

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

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

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

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

3. No Duty to Defend or Prosecute.

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

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

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

(a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay

any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.

(c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

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

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

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

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

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

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

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

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

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

7. Determination and Extent of Liability.

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

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

(a) the amount of liability stated in this Guarantee;

(b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage Assured against by this Guarantee occurs, together with interest thereon; or

(c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance Assured against by this Guarantee.

8. Limitation of Liability.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter Assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.

(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. Reduction of Liability or Termination of Liability.

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

10. Payment of Loss.

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. Arbitration.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

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

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

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

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at 2 First American Way. Bldg. 2, Santa Ana, CA. 92707.

Form No. 1282 (Rev. 12/15/95)

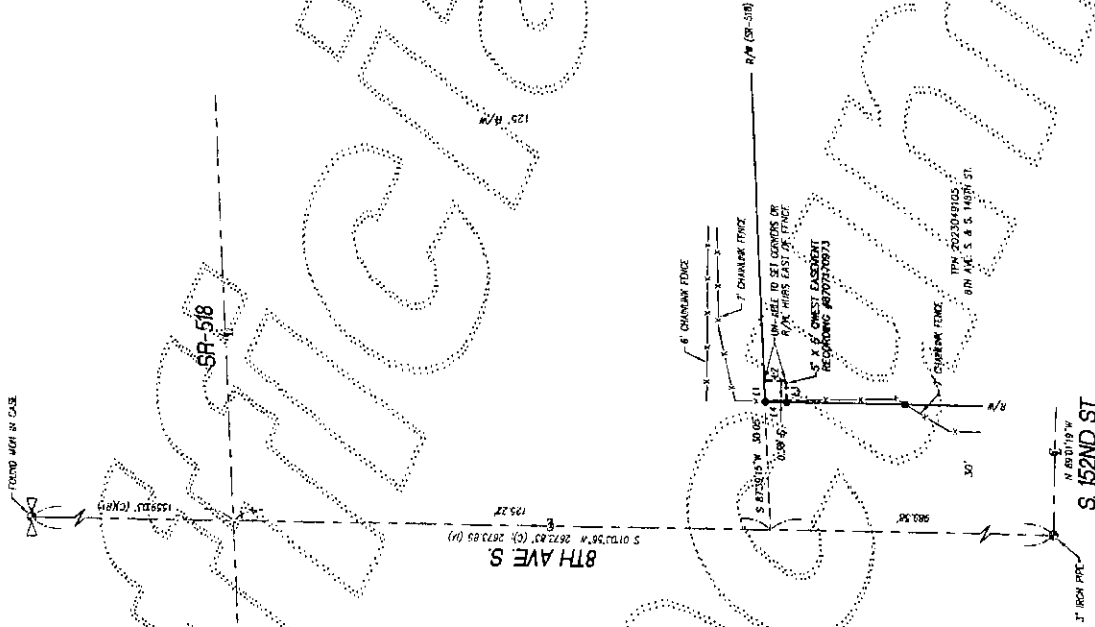
270/235

Record of Survey

A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN CITY OF BURien, KING COUNTY, WASHINGTON

LEGEND

- SET 1/2" REBAR AND YELLOW PLASTIC CAP STAMPED "S 3578"
 - SET HUB ON R/W LINE
 - FOUND MONUMENT, AS DESCRIBED.
 - X FENCE AS NOTED
- (R1) R.O.S. A/FN #2008030790004



BASIS OF BEARINGS

MONUMENTED GEODESIC ALONG 8TH AVE, S.
R.O.S. A/FN #170402000

LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY ALIGNED OF THE 145 FEET OF SAID SOUTH 152ND STREET WITH THE NORTHERLY BOUNDARY OF THE SOUTH 1/4 SECTION 20, TOWNSHIP 23 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN; AND ALONG SAID BOUNDARY OF THE SOUTH 1/4 SECTION 20, TOWNSHIP 23 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN TO THE POINT OF BEGINNING; THENCE S 125° 00' 00\"

SURVEYOR'S NOTES

- DATE VISITED SITE AND MONUMENTS: MARCH, 2010.
- SURVEY INSTRUMENT USED: TOPCON OPT LEICA 1"=500' STATION SET COLLECTOR.
- FIELD METHOD USED: FIELD TRAVERSE.
- THIS SURVEY MEETS OR EXCEEDS RECORD REQUIREMENTS AS SET FORTH IN W.A.C. 152-130-010.
- THIS SURVEY MAY NOT NECESSARILY SHOW ALL OF THE EXISTING RECORDS AND/OR RESERVATIONS OF RECORD.
- RECORDED EASEMENT #870712023 WAS PROVIDED TO US FROM QWEST FOR THIS SURVEY.
- THE INTENT OF THIS SURVEY IS TO SURVEY THE QWEST EASEMENT ONLY.

REFERENCE MATERIALS

- RECORD OF SURVEY, A/FN #170402000
- RECORD OF SURVEY, A/FN #2008030790004
- KING COUNTY ASSESSOR MAP NE 20-23-04

NO.	BEARING	DISTANCE
1	N 87°03'15\"	5.00
2	S 0°03'05\"	5.00
3	S 87°39'15\"	5.00
4	N 0°03'05\"	5.00

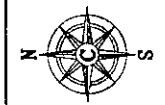
W 15
20100405900007
KING COUNTY ASSESSOR MAP NE 20-23-04
137 IN
#15-2004-1123
DEPUTY ASSESSOR

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF QWEST

MARCH 2010

Duse 4/15/10
CERTIFICATE NO. 35478



INCS SURVEYING
3930 South 352nd Street
Auburn, Washington 98001
Phone: (253) 835-4000
Fax: (253) 661-3541

PREPARED FOR: **QWEST**
2510 34TH STREET SOUTH
SUITE #115
LUMBERVILLE, WA 98040

DATE: MARCH, 2010
JOB NO.: 10099

DRAWN BY: MHT/THR
CHECKED BY: D. SALMON

SCALE: 1" = 20'
SHEET: 3 OF 1

QWEST JOB #91W26XJ

RETURN ADDRESS:

Isabel R. Safora
Port of Seattle
Legal Department
P.O. Box 1209
Seattle, WA 98111



20070723001020

ABC LEGAL GCD 42.00
PAGE001 OF 003
07/23/2007 14:20
KING COUNTY, WA

E2299850

07/23/2007 14:20
KING COUNTY, WA
TAX \$10.00
SALE \$0.00 PAGE001 OF 001

QUIT CLAIM DEED

GRANTOR: KING COUNTY HOUSING AUTHORITY
a municipal corporation of the State of Washington

GRANTEE: PORT OF SEATTLE
a municipal corporation of the State of Washington

ABBREVIATED LEGAL DESCRIPTION: Portion of the Southwest Quarter of the Northeast
Quarter of Section 20-23-4
Full legal description on Exhibit A

ASSESSOR'S TAX PARCEL NO.: 202304-9105-00

Solely for the purpose of confirming that title to the within described real estate reverts to the Grantee on July 20, 2007, pursuant to the provisions of that certain Amended Statutory Warranty Deed for a Fee Determinable which was recorded under King County, Washington, Recording No. 20040927002461, the King County Housing Authority, a municipal corporation of the State of Washington ("Grantor"), hereby conveys and quit claims to the Port of Seattle ("Grantee"), the real property described in Exhibit A attached hereto and incorporated herein by this reference, situated in the County of King, State of Washington.

Dated this 19th day of July 2007

KING COUNTY HOUSING AUTHORITY
a municipal corporation of the State of Washington

By: _____

Name: Stephen Norman

Title: Executive Director

EXHIBIT A

THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF DES MOINES WAY SOUTH (BEING 30.00 FEET NORTHWESTERLY OF WHEN MEASURED AT RIGHT ANGLES TO THE CENTERLINE THEREOF) AND THE NORTH LINE OF THE SOUTH 440.00 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;

THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE TO A POINT OPPOSITE HIGHWAY ENGINEER'S STATION (HEREINAFTER REFERRED TO AS HES) 240+75 ON THE DES MOINES WAY LINE SURVEY OF SR 518, RIVERTON HEIGHTS (SR 509 TO SR 5), AND 30.00 FEET NORTHWESTERLY THEREFROM;

THENCE NORTHEASTERLY TO A POINT OPPOSITE HES 242+25 ON SAID DES MOINES WAY LINE SURVEY AND 50 FEET NORTHWESTERLY THEREFROM;

THENCE NORTHEASTERLY PARALLEL WITH SAID DES MOINES WAY LINE SURVEY TO A POINT ON A LINE DRAWN PARALLEL WITH AND 125 FEET SOUTHERLY, WHEN MEASURED AT RIGHT ANGLES, FROM THE SR 518 LINE SURVEY OF SAID HIGHWAY;

THENCE SOUTHWESTERLY ALONG SAID PARALLEL LINE TO A POINT OPPOSITE HES 44+50 THEREON;

THENCE NORTHWESTERLY TO A POINT OPPOSITE HES 43+50 ON SAID SR 518 LINE SURVEY AND 100 FEET SOUTHEASTERLY THEREFROM;

THENCE SOUTHWESTERLY PARALLEL WITH SAID SR 518 LINE SURVEY TO A POINT OPPOSITE HES 40+50 THEREON;

THENCE SOUTHWESTERLY TO A POINT OPPOSITE HES 39+00 ON SAID SR 518 LINE SURVEY AND 125 FEET SOUTHEASTERLY THEREFROM;

THENCE SOUTHWESTERLY PARALLEL WITH SAID SR 518 LINE SURVEY TO A POINT ON THE EAST LINE OF 8TH AVENUE SOUTH;

THENCE SOUTHERLY ALONG SAID EAST LINE TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;

THENCE EASTERLY ALONG SAID NORTH LINE TO THE EAST LINE OF THE WEST QUARTER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;

THENCE SOUTHERLY ALONG SAID EAST LINE TO THE NORTH LINE OF THE SOUTH 521.5 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;

THENCE EASTERLY ALONG SAID NORTH LINE A DISTANCE OF 5.99 FEET TO THE EAST LINE OF THE WEST 330.00 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;

THENCE SOUTHERLY ALONG SAID EAST LINE OF THE WEST 330.00 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER TO AN INTERSECTION WITH THE NORTH LINE OF THE SOUTH 440.00 FEET OF SAID SUBDIVISION;

THENCE EASTERLY ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

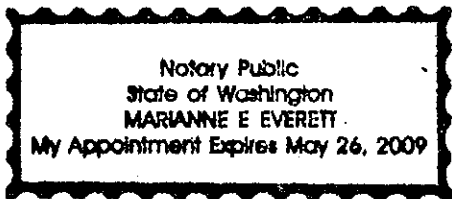
STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Stephen Norman is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Executive Director of the KING COUNTY HOUSING AUTHORITY, a municipal corporation of the State of Washington, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

DATED this 19th day of July, 2007.

Marianne E Everett
(Signature)

Marianne E Everett
(Please print name legibly)



NOTARY PUBLIC in and for the State of Washington, residing at Kenilworth, WA
My commission expires May 26, 2009

20040927002461.001



20040927002461

 PORT OF SEATTLE, WA
 PAGE001 OF 011
 09/27/2004 16:12
 KING COUNTY, WA

29.00

E2072557

 09/27/2004 16:12
 KING COUNTY, WA
 TAX \$2.00
 SALE \$0.00

PAGE001 OF 001

Return Address:

William K. Goodwin
 Montgomery, Purdue, Blankinship
 & Austin, P.L.L.C.
 701 Fifth Avenue, Suite 5800
 Seattle, WA 98104-7096

**AMENDED
 STATUTORY WARRANTY DEED FOR A FEE
 DETERMINABLE**

Reference Number(s) of related document(s): 20000720000191

Grantor: The Port of Seattle, a municipal corporation.

Grantee: The Housing Authority of the County of King, a municipal corporation.

Legal Description (abbreviated): Portion of the Southwest Quarter of the Northeast Quarter of Section 20-23-4.

Full legal(s) on Exhibit A.

Assessor's Tax Parcel ID Number: 202304-9105-00.

THE GRANTOR, The Port of Seattle, a municipal corporation, for and in consideration of Ten Dollars and other good and valuable consideration, in hand paid, conveys and warrants to Grantee, the Housing Authority of the County of King, a municipal corporation, the following described real estate ("Property"), situated in the County of King, State of Washington:

See *Exhibit A* incorporated by this reference;

Subject to the following restrictions, reservations of Grantor, conditions and easements:

1. Grantor reserves unto itself, its successors and assigns, for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the surface of the Property, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for the use of said airspace for landing on, taking off from, or operating on Seattle - Tacoma International Airport ("Airport").

20040927002461.002

2. Grantee expressly agrees for itself, its successors and assigns to restrict the height of structures, objects of natural growth and other obstructions on the Property to a height of not more than 440 feet above sea level.
3. Grantee expressly agrees for itself, its successors and assigns to prevent any use of the Property that would interfere with landing or taking off of aircraft at Airport, or otherwise constitute an airport hazard. Such hazards include uses that create electrical interference with navigational signals or radio communication between the Airport and aircraft, make it difficult for pilots to distinguish between airport lights and other, result in glare in the eyes of pilots using the Airport, impair visibility in the vicinity of the Airport, create bird strike hazards, or otherwise in any way endanger or interfere with the landing, takeoff or maneuvering of aircraft intending to use the Airport.
4. Grantor reserves the right to enter upon the land released hereunder, and to remove the offending structure or object, and to cut the offending growth, all at the expense of Grantee, in the event any of the covenants set forth in paragraphs 2 and 3 is breached.
5. Grantor expressly reserves unto itself, its successors and assigns, the right to make noise, dust, and cause construction road impacts associated with construction at, on or around the Airport.
6. Grantee shall not erect, permit or suffer others to erect any buildings or other structures on the Property for use as apartments, transitional housing or other residential uses.
7. Grantee shall not sell, convey or otherwise transfer the Property or any interest therein without first obtaining the consent of Grantor's governing body.
8. Those matters described in *Exhibit B* hereto.

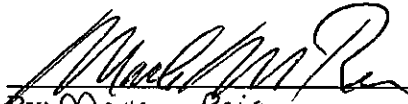
Grantor's conveyance of the Property shall be in effect until the occurrence of one of the following "Termination Events":

- i] The arrival of July 20, 2007;
OR, if earlier,
- ii] The failure of the Housing Authority of the County of King to make any payment due to the Port of Seattle within thirty (30) days of the Port of Seattle's notice that such payment is due under that certain Amended Non-Recourse Promissory Note dated July 20, 2000, in the beginning principal amount of \$2,705,430.

This Deed grants only a fee determinable interest in the Property. Ownership shall automatically revert to the Grantor upon the applicable Termination Event.

DATED this 14 day of September 2004.

THE PORT OF SEATTLE


By: Mark Reis
Its: Managing Director Aviation

20040927002461.003

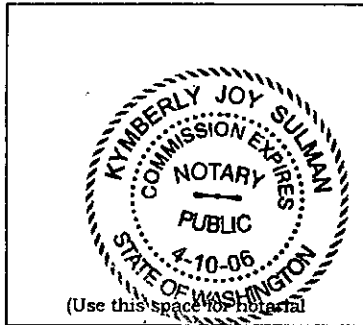
STATE OF WASHINGTON)

COUNTY OF KING)

ss.

I certify that I know or have satisfactory evidence that Mark Reis is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Statutory Warrant of the Port of Seattle to be the free and voluntary act of such party for the uses and purposes stated therein.

Dated 9/14/04



Kimberly J. Sulman
 Name: Kimberly J. Sulman
 NOTARY PUBLIC, State of Washington
 My appointment expires 4/10/06

20040927002461.004

EXHIBIT A

THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF DES MOINES WAY SOUTH (BEING 30.00 FEET NORTHWESTERLY OF WHEN MEASURED AT RIGHT ANGLES TO THE CENTERLINE THEREOF) AND THE NORTH LINE OF THE SOUTH 440.00 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;
THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE TO A POINT OPPOSITE HIGHWAY ENGINEER'S STATION (HEREINAFTER REFERRED TO AS HES) 240+75 ON THE DES MOINES WAY LINE SURVEY OF SR 518, RIVERTON HEIGHTS (SR 509 TO SR 5), AND 30.00 FEET NORTHWESTERLY THEREFROM;
THENCE NORTHEASTERLY TO A POINT OPPOSITE HES 242+25 ON SAID DES MOINES WAY LINE SURVEY AND 50 FEET NORTHWESTERLY THEREFROM;
THENCE NORTHEASTERLY PARALLEL WITH SAID DES MOINES WAY LINE SURVEY TO A POINT ON A LINE DRAWN PARALLEL WITH AND 125 FEET SOUTHERLY, WHEN MEASURED AT RIGHT ANGLES, FROM THE SR 518 LINE SURVEY OF SAID HIGHWAY;
THENCE SOUTHWESTERLY ALONG SAID PARALLEL LINE TO A POINT OPPOSITE HES 44+50 THEREON;
THENCE NORTHWESTERLY TO A POINT OPPOSITE HES 43+50 ON SAID SR 518 LINE SURVEY AND 100 FEET SOUTHEASTERLY THEREFROM;
THENCE SOUTHWESTERLY PARALLEL WITH SAID SR 518 LINE SURVEY TO A POINT OPPOSITE HES 40+50 THEREON;
THENCE SOUTHWESTERLY TO A POINT OPPOSITE HES 39+00 ON SAID SR 518 LINE SURVEY AND 125 FEET SOUTHEASTERLY THEREFROM;
THENCE SOUTHWESTERLY PARALLEL WITH SAID SR 518 LINE SURVEY TO A POINT ON THE EAST LINE OF 8TH AVENUE SOUTH;
THENCE SOUTHERLY ALONG SAID EAST LINE TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;
THENCE EASTERLY ALONG SAID NORTH LINE TO THE EAST LINE OF THE WEST QUARTER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;
THENCE SOUTHERLY ALONG SAID EAST LINE TO THE NORTH LINE OF THE SOUTH 521.5 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;
THENCE EASTERLY ALONG SAID NORTH LINE A DISTANCE OF 5.99 FEET TO THE EAST LINE OF THE WEST 330.00 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;
THENCE SOUTHERLY ALONG SAID EAST LINE OF THE WEST 330.00 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER TO AN INTERSECTION WITH THE NORTH LINE OF THE SOUTH 440.00 FEET OF SAID SUBDIVISION;
THENCE EASTERLY ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

20040927002461.005

EXHIBIT B

1. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

DISCLOSED BY:	DEEDS
PURPOSE:	ROAD (INGRESS AND EGRESS)
AFFECTS:	A SOUTHWESTERLY PORTION OF SAID PREMISES
RECORDED:	SEPTEMBER 23, 1918 AND APRIL 21, 1920
RECORDING NUMBERS:	1247006 AND 1411337

2. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE:	PUGET SOUND POWER & LIGHT COMPANY
PURPOSE:	ELECTRIC TRANSMISSION LINE
AREA AFFECTED:	WESTERLY PORTION OF SAID PREMISES (CENTERLINE LYING 1 FOOT SOUTH AND PARALLEL TO THE NORTH LINE OF A PRIVATE ROAD OVER THE SOUTH 18 FEET OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, SECTION 20, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN LINE WITH SOUTH 150TH STREET PRODUCED EASTERLY)
RECORDED:	JUNE 8, 1936
RECORDING NUMBER:	2900598

3. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE:	PUGET SOUND POWER & LIGHT COMPANY
PURPOSE:	POLE LINE RIGHT OF WAY
AREA AFFECTED:	PORTION OF SAID PREMISES (THE SOUTH 18 FEET OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20,

20040927002461.006

TOWNSHIP 23 NORTH, RANGE 4 EAST,
WILLAMETTE MERIDIAN; THE
CENTERLINE THEREOF TO BE LOCATED
NEAR THE SOUTH LINE OF THE
ABOVE-DESCRIBED PRIVATE ROAD)
DECEMBER 31, 1940
3138765

RECORDED:
RECORDING NUMBER:

4. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: SOUTHWEST SUBURBAN SEWER
DISTRICT, A MUNICIPAL CORPORATION
PURPOSE: SEWER MAINS WITH NECESSARY
APPURTENANCES
AREA AFFECTED: PORTION OF SAID PREMISES LYING
WITHIN A STRIP OF LAND 10 FEET IN
WIDTH
RECORDED: JANUARY 21, 1972
RECORDING NUMBER: 7201210341

5. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: KING COUNTY
PURPOSE: SLOPES
AREA AFFECTED: EASTERLY PORTION OF SAID PREMISES
ABUTTING DES MOINES WAY SOUTH
RECORDED: JUNE 13, 1972
RECORDING NUMBER: 7206130565

6. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: KING COUNTY
PURPOSE: DRAINAGE PIPE
AREA AFFECTED: PORTION OF SAID PREMISES (THE
SOUTHERLY 10 FEET OF THE
NORTHERLY 509.91 FEET AND
EASTERLY 299.16 FEET OF THE
WESTERLY 329.16 FEET OF THE
SOUTHWEST QUARTER OF THE
NORTHEAST QUARTER OF SECTION 20,
TOWNSHIP 23 NORTH, RANGE 4 EAST,
WILLAMETTE MERIDIAN
RECORDED: FEBRUARY 22, 1974
RECORDING NUMBER: 7402220256

20040927002461.007

7. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: KING COUNTY
 PURPOSE: DRAINAGE PIPE
 AREA AFFECTED: SOUTHERLY PORTION OF SAID PREMISES LYING WITHIN A STRIP OF LAND 10 FEET IN WIDTH
 RECORDED: FEBRUARY 22, 1974
 RECORDING NUMBER: 7402220257

8. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: PACIFIC NORTHWEST BELL TELEPHONE COMPANY, A WASHINGTON CORPORATION
 PURPOSE: UNDERGROUND COMMUNICATION LINES AND ABOVE GROUND CABINETS AND APPURTENANCES
 AREA AFFECTED: THE NORTH 5 FEET OF THE WEST 5 FEET OF SAID PREMISES
 RECORDED: JULY 17, 1987
 RECORDING NUMBER: 8707170973

9. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: CITY OF SEATTLE, A MUNICIPAL CORPORATION
 PURPOSE: ELECTRIC UNDERGROUND DISTRIBUTION FACILITIES AND ALL NECESSARY APPURTENANCES
 AREA AFFECTED: SOUTHERLY PORTION OF THAT PORTION OF SAID PREMISES WHICH LIES WITHIN VACATED SOUTH 149TH PLACE FRONTAGE ROAD
 RECORDED: AUGUST 21, 1987
 RECORDING NUMBER: 8708211142

10. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: KING COUNTY WATER DISTRICT NO. 20
 PURPOSE: WATER MAINS AND APPURTENANCES
 AREA AFFECTED: PORTION OF SAID PREMISES LYING WITHIN A STRIP OF LAND 10 FEET IN WIDTH
 RECORDED: SEPTEMBER 17, 1987
 RECORDING NUMBER: 8709170796

20040927002461.008

11. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: CITY OF SEATTLE, A MUNICIPAL CORPORATION
 PURPOSE: ELECTRIC UNDERGROUND DISTRIBUTION FACILITIES
 AREA AFFECTED: PORTION OF SAID PREMISES LYING WITHIN A STRIP OF LAND 10 FEET IN WIDTH
 RECORDED: DECEMBER 10, 1987
 RECORDING NUMBER: 8712100857

NOTE: SAID EASEMENT SUPERSEDES EASEMENT RECORDED UNDER RECORDING NUMBER 8708030936.

12. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: KING COUNTY
 PURPOSE: SUBSURFACE DRAINAGE SYSTEM
 AREA AFFECTED: PORTION OF SAID PREMISES LYING WITHIN A STRIP OF LAND 10 FEET IN WIDTH
 RECORDED: JANUARY 6, 1988
 RECORDING NUMBER: 8801060631

13. RELEASE OF DAMAGE AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

BETWEEN: MUELLER DEVELOPMENT COMPANY, A WASHINGTON CORPORATION
 AND: KING COUNTY WATER DISTRICT NO. 20
 RECORDED: JUNE 13, 1988
 RECORDING NUMBER: 8806131037

RELEASING KING COUNTY WATER DISTRICT NO. 20 FROM ALL FUTURE CLAIMS FOR DAMAGES RESULTING FROM:
 WATER MAIN FAILURE

14. MEMORANDUM OF CABLE TELEVISION AGREEMENT, INCLUDING THE TERMS AND CONDITIONS OF THE AGREEMENT DISCLOSED THEREIN:

BETWEEN: PACIFIC GULF PROPERTIES, INC.
 AND: INTERACTIVE CABLE SYSTEMS, INC.
 RECORDED: MARCH 23, 1995
 RECORDING NUMBER: 9503231017
 REGARDING: THE RIGHT TO CONSTRUCT, INSTALL, INSPECT, MAINTAIN, ALTER, SUBSTITUTE, IMPROVE, REPAIR, REPLACE, SERVICE, OPERATE AND REMOVE SYSTEM EQUIPMENT

20040927002461.009

15. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

BETWEEN: PACIFIC GULF PROPERTIES, INC.
AND: INTERACTIVE CABLE SYSTEMS, INC.
RECORDED: MARCH 23, 1995
RECORDING NUMBER: 9503231018
REGARDING: THE RIGHT TO CONSTRUCT, INSTALL,
IMPACT, MAINTAIN, ALTER,
SUBSTITUTE, IMPROVE, REPAIR,
SERVICE, OPERATE AND REMOVE ANY
TELEPHONE SYSTEM

16. RELINQUISHMENT OF ACCESS TO STATE HIGHWAY NUMBER SR 518 AND OF
LIGHT, VIEW AND AIR BY DEED TO THE STATE OF WASHINGTON:

RECORDED: OCTOBER 20, 1966
RECORDING NUMBER: 6097708

17. RELINQUISHMENT OF ACCESS TO STATE HIGHWAY NUMBER SR 518 AND OF
LIGHT, VIEW AND AIR BY DEED TO THE STATE OF WASHINGTON:

RECORDED: MARCH 24, 1967
RECORDING NUMBER: 6154102

NOTE: SAID DEED ALSO CONTAINS, AMONG OTHER THINGS, PROVISIONS FOR
REASONABLE ACCESS TO A FRONTAGE SERVICE ROAD.

18. RELINQUISHMENT OF ACCESS TO STATE HIGHWAY NUMBER SR 518 AND OF
LIGHT, VIEW AND AIR BY DEED TO THE STATE OF WASHINGTON:

RECORDED: OCTOBER 24, 1968
RECORDING NUMBER: 6424923

19. RELINQUISHMENT OF ACCESS TO STATE HIGHWAY NUMBER SR 518 AND OF
LIGHT, VIEW AND AIR BY DEED TO THE STATE OF WASHINGTON:

RECORDED: JANUARY 29, 1969
RECORDING NUMBER: 6464355

NOTE: SAID DEED CONTAINS, AMONG OTHER THINGS, PROVISIONS FOR
DRIVEWAY ACCESS TO FRONTAGE ROAD.

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20. RELINQUISHMENT OF ACCESS TO STATE HIGHWAY NUMBER SR 518 AND OF LIGHT, VIEW AND AIR BY DEED TO THE STATE OF WASHINGTON:

RECORDED: FEBRUARY 25, 1969
RECORDING NUMBER: 6474874

NOTE: SAID DEED CONTAINS, AMONG OTHER THINGS, PROVISIONS FOR DRIVEWAY ACCESS TO A FRONTAGE ROAD.

21. RELINQUISHMENT OF ACCESS TO STATE HIGHWAY NUMBER SR 518 AND OF LIGHT, VIEW AND AIR BY DEED TO THE STATE OF WASHINGTON:

RECORDED: MAY 22, 1969
RECORDING NUMBER: 6514093

NOTE: SAID DEED CONTAINS, AMONG OTHER THINGS, PROVISIONS FOR ACCESS TO FRONTAGE SERVICE ROAD.

22. RIGHTS OF ACCESS TO STATE HIGHWAY NUMBER SR 518 AND OF LIGHT, VIEW AND AIR AS RESERVED IN DEED FROM THE STATE OF WASHINGTON:

RECORDED: DECEMBER 23, 1975
RECORDING NUMBER: 7512230628

23. RIGHTS OF ACCESS TO STATE HIGHWAY NUMBER SR 518 AND OF LIGHT, VIEW AND AIR AS RESERVED IN DEED FROM THE STATE OF WASHINGTON:

RECORDED: MARCH 24, 1977
RECORDING NUMBER: 7703240775

24. RIGHTS OF ACCESS TO STATE HIGHWAY NUMBER SR 518 AND OF LIGHT, VIEW AND AIR AS RESERVED IN DEED FROM THE STATE OF WASHINGTON:

RECORDED: JUNE 1, 1987
RECORDING NUMBER: 8706010409

25. RIGHTS OF ACCESS TO STATE HIGHWAY NUMBER SR 518 AND OF LIGHT, VIEW AND AIR AS RESERVED IN DEED FROM THE STATE OF WASHINGTON:

RECORDED: AUGUST 16, 1988
RECORDING NUMBER: 8808160632

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26. RIGHTS OF ACCESS TO STATE HIGHWAY NUMBER SR 518 AND OF LIGHT, VIEW AND AIR AS RESERVED IN DEED FROM THE STATE OF WASHINGTON:

RECORDED: AUGUST 16, 1988
RECORDING NUMBER: 8808160633

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

GRANTEE: KING COUNTY
RECORDED: DECEMBER 24, 1941
RECORDING NUMBER: 3211788

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

GRANTEE: KING COUNTY
RECORDED: DECEMBER 24, 1941
RECORDING NUMBER: 3211789

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

GRANTEE: KING COUNTY
RECORDED: DECEMBER 24, 1941
RECORDING NUMBER: 3211805

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

GRANTEE: KING COUNTY
RECORDED: MARCH 20, 1942
RECORDING NUMBER: 3228458



20020322001946

KC COUNCIL CORD 0.00
PAGE 001 OF 003
03/22/2002 13:48
KING COUNTY, WA

Return Address:
Clerk of the Council
Metropolitan King County Council
Room W 1025 King County Courthouse
Seattle, WA 98104

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65 04)

Document Title(s) (or transactions contained therein) (all areas applicable to your document must be filled in)
1 **ORDINANCE 8541 AN ORDINANCE** relating to the vacation of a portion of South 149th Place Petitioner: Mueller Development Company and Others V-1958. (Grantee)

Reference Number(s) of Documents assigned or released:
Additional reference #'s on page _____ of document

Grantor(s) (Last name, first name, initials)
1 **King County, Washington**
Additional names on page _____ of document

Grantee(s) (Last name first, then first name and initials)
1 _____
2 _____
Additional names on page _____ of document

Legal description (abbreviated i.e. lot, block, plat or section, township, range)
All that portion of the South 149th Place Frontage Road...
Additional legal is on page _____ of document

Assessor's Property Tax Parcel/Account Number Assessor Tax # not yet assigned

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

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36 18 010 I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature of Requesting Party

2002 032 2001946

4/14/88
CJL:lc

INTRODUCED BY GREG NICKELS

PROPOSED NO. 88 - 330 - 1

ORDINANCE NO. **8541**

AN ORDINANCE relating to the vacation
of a portion of South 149th Place
Petitioner: Mueller Development Company
and Others V-1958

STATEMENT OF FACTS

1. A petition has been filed requesting vacation of a portion of South 149th Place, hereinafter described.

2. The department of public works has notified the various utilities serving the area and has been advised that easements were granted to Southwest Suburban Sewer District and Seattle City Light.

3. The building and land development division has studied the proposed road vacation and finds that it would not be in conflict with the principles and purposes of the King County Comprehensive Plan and the specific plans in the vicinity of this proposed vacation.

4. The Washington State Department of Transportation wants assurance that the limited access control along South 149th Place from Des Moines Way South is preserved and all existing utility service be maintained. King County is now in receipt of a Warranty Deed from the petitioners for the limited access control along South 149th Place from Des Moines Way South.

5. South 149th Place was constructed by the Washington State Department of Transportation in conjunction with SR-518. The subject roadway was turned back to King County in December, 1986. The department of public works considers the subject right of way useless as part of the county road system and believes that the public would be benefited by the return of this unused area to the public tax rolls.

6. In accordance with King County Ordinance No. 2759, the vacation area is classified "B Class." King County is now in receipt of a check in the amount of \$23,500.00 from the petitioners. This amount was determined by multiplying the area by the assessed value per square foot of the adjoining land. The properties that are adjoining the roadway to be vacated are currently assessed at an average of \$2.00 per square foot (11,755 Sq. Ft. X \$2.00 Sq. Ft. = \$23,510.00).

Due notice was given in the manner provided by law and a hearing was held by the King County council on the 13th day of June 1988.

In consideration of the benefits to be derived from the subject vacation, the council has determined that it is in the best interest of the citizens of King County to grant said petition.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The council, on the 13th day of

2002-032-2001946

V-1958

8541

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June, 1988, hereby vacates and abandons the following described portion of South 149th Place:

All that portion of the South 149th Place Frontage Road as conveyed to the State of Washington by Warranty Deed recorded under Auditor's File No. 6514093, records of King County, Washington, lying westerly and northwesterly of a line which is 50.00 feet northwesterly of, when measured at right angles to, the centerline of Des Moines Way South as shown on those certain maps and plans for SR 518, SSH 1-K to Jct. Psh 1 Freeway on file with the Washington State Department of Highways.

All being located in the Southwest 1/4 of the Northeast 1/4 Section 20, Township 23 North, Range 4 East, W.M., King County, Washington.

Contains an area of 11,755 Sq. Ft., or 0.26 Acres, M/L

RESERVING unto King County the rights to limit access to Des Moines Way South and SR-518.

INTRODUCED AND READ for the first time this 2nd day of May, 1988.

PASSED this 13th day of June 1988.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Gary Grant
Chair

ATTEST:

Quinty M. Owens
Clerk of the Council

APPROVED this 23rd day of JUNE 1988.

J. [Signature]
King County Executive

Attn: Pam Oldenkamp
TCI Cablevision of Washington, Inc
4020 Auburn Way N
Auburn, WA 98002
(253) 288-7468



AGREEMENT FOR GRANT OF EASEMENT

Intranet Rev 9 15-99

BSG-NW - GOE
All Services 9/22/99

Property Owner	Property	234 Units
Name King County Housing Authority	Complex Name LORA LAKE APARTMENTS	
Address 600 Andover Park W	Address 15001 Des Moines Memorial Dr	
City, State, Zip Seattle, WA 98188	City, State, Zip Seattle, WA 98148	
Contact Person Asset Manager	Contact Person	
Telephone (206) 574-1100	Telephone	
Fax	Fax	

2000 120 5000855

THIS AGREEMENT ("Agreement") dated as of August 24, 2000 is made and entered into by and between **TCI Cablevision of Washington, Inc**, on behalf of itself and any entity controlling, controlled by or under common control with **AT&T Corp** (hereinafter in the aggregate referred to as "**AT&T**"), and **King County Housing Authority** ("**Owner**"), which owns or has control over certain real estate and improvements commonly known as the **Lora Lake Apartments** located at **15001 Des Moines Memorial Dr., Seattle, WA 98148**, and legally described on Exhibit A ("**Premises**"), consisting of **234 units** plus any units added or constructed in the future

In Section 20, Township 23N, Range 04E, Parcel or Tax Account Number(s) **202304 9105**
A legal description of the Premises is attached hereto as Exhibit A

Owner and AT&T desire to provide for AT&T's access to the Premises in order to install the equipment, on the terms and conditions provided herein, necessary to provide various services ("**Services**") to the residents of the Premises. Such **Services** shall include, but not be limited to: local, intraLATA toll (or local toll), long distance, high-speed data, video/cable television (provided pursuant to any applicable agreements specifically relating to such video/cable television services) and other lawful services upon Owner's consent and applications that AT&T may provide now or in the future. **Provisioning of Services will be in accordance with all applicable FCC regulations.** Therefore, in consideration of the mutual covenants made by the parties hereto, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1 **GRANT OF EASEMENT AND RIGHTS** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner hereby grants and conveys to AT&T, its successors and assigns, a non-exclusive Easement (subject to Paragraph 5 below) on, over, under, within, and through the Premises as necessary or desirable for the routing, installation, maintenance, service and operation of the Equipment (as hereinafter defined), and the marketing and provision of the Services, together with rights of ingress and egress on and over the Premises as necessary for the use and enjoyment of the Easement herein granted. Owner agrees that AT&T may from time to time enter into various agreements or arrangements with its approved designees, agents or authorized vendors (collectively, "**Agents**") and access to the Premises granted by Owner pursuant to this Section will extend to such Agents. After the Equipment has been installed for the provision of Services, Owner will provide AT&T's employees and Agents access to necessary portions of the Premises upon reasonable notice to perform installation and maintenance functions. In

Intranet Rev 9-15 99

BSG-NW - GOE
All Services 9/22/99

the event of an outage or other emergency, Owner will provide access to necessary portions of the Premises twenty-four (24) hours a day, seven (7) days a week so that AT&T may perform emergency repairs. AT&T will be allowed access to a residential unit by Owner only with the prior consent of the resident. In addition to the other rights granted by Owner hereunder, upon termination of this Agreement, Owner hereby grants to AT&T the right to enter the Premises in order to remove the Equipment from the Premises if AT&T so desires.

2 **TERM** This Agreement will be effective on the date hereof and will continue for so long as AT&T may lawfully provide the Services, not to exceed fifteen (15) years (the "Initial Term") and will automatically renew for successive terms of 6 months (each a "Renewal Term"), unless either party gives the other written notice at least six months prior to the end of the Initial Term or then-effective Renewal Term. The Easement hereby granted, and the covenants and agreements provided herein, shall run with the land and the burden upon the applicable Premises shall bind Owner, and each and every subsequent owner, thereof for the Term of the Easement. **This Initial Term shall expire on March 31, 2015**

3 **OWNER'S PREMISES; INDEMNIFICATION**

(a) AT&T will repair at its expense any damage to the Premises to the extent caused by AT&T, its employees, or the Agents. Except as otherwise set forth herein, AT&T will hold harmless and indemnify Owner from and against any and all losses or damages (including reasonable attorneys' fees) to the extent caused by AT&T's or its Agents' installation, maintenance, service, removal or operation of the Equipment, except to the extent of loss or damage arising from any negligent or intentional act or omission of Owner or its agents or employees, or any third party.

(b) AT&T, at Owner's reasonable expense, will repair any damage to the Equipment caused by Owner, its agents, or employees. Except as otherwise set forth herein, Owner will hold harmless and indemnify AT&T, its agents and employees, from and against any and all losses or damages (including reasonable attorneys' fees) arising from or with respect to any breach of this Easement or any negligent or intentional act or omission of Owner or its agents or employees.

4 **EQUIPMENT** AT&T shall have the right to construct, install, own, maintain, use, operate, upgrade, repair, replace and remove such cabling, wiring, power supplies, risers, conduit, molding, network equipment facilities and components associated therewith, and other equipment or facilities necessary for the provision of the Services ("Equipment"). Owner will have no obligation to service or maintain the Equipment. No Equipment installed by AT&T shall constitute a fixture of the Premises, but will at all times be owned by, and remain the property of AT&T, whether or not attached to or incorporated in the Premises. All such Equipment shall remain subject to AT&T's exclusive management and control, and unless otherwise required by law, neither Owner nor any resident of the Premises will have or obtain any right, title or interest therein. Owner will not, and will not permit any third party to, disturb, alter, move, attach to or use in any manner the Equipment or any portion thereof. Owner warrants that it has not granted and shall not grant to any other person or entity any easements or rights which could materially and adversely interfere with AT&T's use and operation of the Equipment. AT&T will have the right to use, and Owner agrees to assist AT&T in locating and accessing, the telephone/equipment room(s) and any already existing and available facilities, distribution and inside wiring, riser and conduit space and any rights of way, within and into the Premises, for delivery of the Services. AT&T shall have the right to construct, where necessary and at its sole cost, any additional distribution, riser and conduit facilities. Owner shall provide without charge adequate space and electricity for the Equipment. **Notwithstanding the foregoing, provisioning Services in the future that require excessive use of additional space or utility expense to house or power Equipment shall first require written consent of the owner, which consent shall not be unreasonably withheld nor delayed.**

5 **SUCCESSORS TO BOTH PARTIES** The benefits and obligations of this Agreement will inure to and be binding upon the successors, assigns, heirs, and personal representatives of AT&T and Owner during the Term hereof. Owner shall make the assumption of this Agreement a condition of any sale, transfer or assignment of the Premises. **Notwithstanding the foregoing, owner shall have the right to terminate this easement upon transfer of ownership.**

6 **TERMINATION** This Agreement may be terminated prior to expiration of its term (a) by either party in the event of material breach of this Agreement after 30 days' written notice, unless the other party cures or commences to cure such breach during such 30-day period and diligently proceeds with such cure, or (b) by AT&T upon at least 60 days' written notice if AT&T is unable to continue distribution of any one or more of the Services due to any law, rule, regulation, judgment, contract with third party or other reason beyond the reasonable control of AT&T. **Notwithstanding any other provision of this Agreement, in no event will either party be liable to the other for incidental or consequential damages.** Upon termination of this Agreement, AT&T shall have an additional ninety (90) days to remove, transfer or sell part or all of the Equipment, in its sole discretion.

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BSG-NW - GOE
All Services 9/22/99

7 **AUTHORIZATIONS** The person signing on behalf of Owner represents that he/she is the owner of the Premises or the authorized agent of the Owner, with full authority to bind Owner to the terms and conditions of this Agreement. Owner represents and warrants that he/she has not entered into any exclusive agreements for the provision of Services with any person or entity in regard to the Premises. This Agreement will not be binding upon AT&T until signed by an authorized representative of AT&T.

**OWNER/AUTHORIZED AGENT:
KING COUNTY HOUSING AUTHORITY**

**AT&T
TCI CABLEVISION OF WASHINGTON, INC.
22025 30th DRIVE SE BOTHELL WA 98021**

By

By

Signature

Muriel Ryan, Authorized Agent Date

Stephan J Norman

Print Name

Its Executive Director

(Title)

8/24/00

Date

NOTARIZATION OF OWNER/AUTHORIZED AGENT SIGNATURE

STATE OF WASHINGTON)

) SS

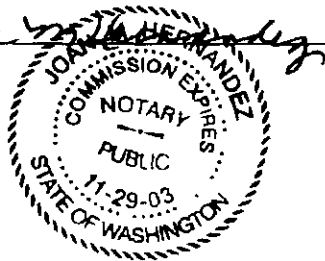
COUNTY OF KING)

On this 24th day of August, ~~19~~ 2000, before me, a Notary Public in and for the State of Washington, personally appeared Stephen J. Norman to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged the he/she signed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

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

Notary Public

My Commission Expires 11-29-03



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Intranet Rev 9-15-99

BSG-NW - GOE
All Services 9/22/99

Exhibit A

AGREEMENT FOR GRANT OF EASEMENT

This Exhibit A is attached to and made a part of that certain Agreement for Grant of Easement dated August 24, 2000, by and between TCI Cablevision of Washington, Inc. ("AT&T"), and King County Housing Authority ("Owner")

MetroScan Full Legal

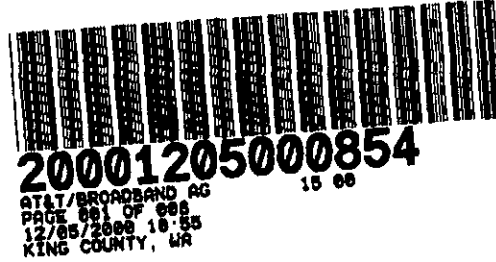
APN:202304 9105

STR 202304 TAXLOT 105 POR OF SW 1/4 OF NE 1/4 STR 20-23-04 LY WLY OF
DES MOINES WAY S SD POR ALSO LY WLY & SLY OF SR 518 - TGW VAC S 149TH
PL - LESS POR TO STATE RECORDING NO 6474874 - LESS POR THOF LY WITHIN
THE S 1/2 OF THE W 1/4 OF SD SW 1/4 - LESS POR LY WITHIN THE S 440 FT
OF SD SW 1/4 - LESS POR FOR 8TH AVE S

2000 120 5000855

A-1

Return Name and Address
AT&T Cable Services
ATTN April Krebsler
3119 S Center St
Tacoma, WA 98409



2000 120 5000854

Please print or type information

Document Title(s) 1 Broadband Right of Entry Agreement—Lora Lake Apartments 2 Agreement for Grant of Easement 3
Grantor(s) 1 King County Housing Authority 2 3
Grantee(s) 1 TCI Cablevision of Washington, Inc 2 3
Legal Description (abbreviated i e lot, block, plat OR section, township, range, qtr) SW, NE ¼ SEC 20, T23N, R4E <input type="checkbox"/> Additional legal is on page <u>8 & 12</u> of document
Reference Number(s) (Auditor File Numbers) of Documents assigned or released <input type="checkbox"/> Additional numbers on page _____ of document
Assessor's Property Tax Parcel/Account Number 2023049105 <input type="checkbox"/> Property Tax Parcel ID is not yet assigned <input type="checkbox"/> Additional parcel numbers on page _____ of document
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

EXCISE TAX NOT REQUIRED
King Co. Records Div. #197
By *[Signature]* Deputy

Attn: Pam Oldenkamp
TCI Cablevision of Washington, Inc
4020 Auburn Way N
Auburn, WA 98002
(253) 288-7468

BROADBAND RIGHT OF ENTRY AGREEMENT

Intranet Rev 4/12/99
MULTIPLE DWELLING UNITS A

BSG-NW -
All Services 9/27/99

Property Owner	Property	234 Units
Name King County Housing Authority	Complex Name LORA LAKE APARTMENTS	
Address 600 Andover Park West	Address 15001 Des Moines Memorial Dr	
City, State, Zip Seattle, WA 98188	City, State, Zip Seattle WA 98148	
Contact Person Asset Manager	Contact Person	
Telephone (206) 574-1100	Telephone	
Fax	Fax	

THIS AGREEMENT ("Agreement") dated as of August 24, 2000 is made and entered into by and between TCI Cablevision of Washington, Inc ("Company"), and King County Housing Authority ("Owner"), which owns or has control over certain real estate and improvements commonly known as the LORA LAKE APARTMENTS located at 15001 Des Moines Memorial Dr, Seattle, WA 98148 ("Premises"), consisting of 234 units plus any units added or constructed in the future. A legal description of the Premises is attached hereto as Exhibit A.

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In Section 20, Township 23N, Range 04E, Parcel or Tax Account Number(s) 202304 9105

Company owns and operates a cable television system in Seattle, Washington ("System") pursuant to a franchise agreement, permit or other authority to operate the System, (as extended or renewed from time-to-time ("Franchise")) Owner and Company desire to provide for Company's access to the Premises in order to install the equipment necessary to provide multi-channel video programming and any other communications and information services that Company may lawfully provide ("Services") to the Premises, on the terms and conditions provided herein. Therefore, the parties agree as follows:

RIGHT OF ACCESS Owner hereby grants, bargains and conveys to Company a right of access to, across, under and over the Premises as necessary or desirable for the routing, installation, maintenance, service and operation of the Equipment (as hereinafter defined) and any of Owner's equipment used in connection with provision of the Services, and the marketing and provision of the Services. Owner agrees that Company may from time to time enter into various agreements or arrangements with its approved designees, agents or authorized vendors (collectively, "Agents") and access to the Premises granted by Owner pursuant to this Section will extend to such Agents. Owner will cause its designated representatives to accompany employees or Agents of Company into any unoccupied residential unit for the purpose of wiring such residential unit, if such wiring is required. After the Premises have been wired for the provision of Services, Owner will provide Company's employees and Agents access to the Premises at reasonable times for the exercise of its rights hereunder. In addition to the other rights granted by Owner hereunder, upon termination of this Agreement, Owner hereby grants, bargains and conveys to Company the right to enter the Premises in order to remove the Equipment from the Premises if Company so desires. This right of access to the Premises is in addition to any easement granted by Owner to Company by separate agreement entitled, "Agreement for Grant of Easement," of equal date herewith. In the event Owner grants an easement to Company and Company records said easement, Company, at Owner's written request, and subject to its rights under Section 5 of said Agreement for Grant of Easement, agrees to extinguish said easement from title prior to close of any future sale of the Premises, and will execute and record any and all instruments to effectuate same. Owner agrees to provide to Company a minimum of sixty (60) days' notice of pending sale.

2 **TYPE OF ACCOUNT, PROVISION OF SERVICES**

Company will provide the Services to the Premises as follows
(Check one)

Individual Rate Account Company, or the Agents, will market and contract with individual residents of the Premises for all Services, and all arrangements for connecting, serving and billing residents of the Premises for the Services will be made directly between Company and such residents

Bulk Rate Account Company will market and contract with the Owner for certain of the Services in accordance with a Bulk Rate Addendum to be signed by Company and Owner Company or the Agents will market and contract with individual residents of the Premises for all other Services, and all arrangements for connecting, serving and billing residents of the Premises for such other Services will be made directly between Company or the Agents, and such residents

The Services will initially be provided as set forth above During the term of this Agreement, the method of billing may be changed (i.e., from a bulk rate to an individual rate account and vice versa) without in any way affecting the validity of this Agreement

3 **OTHER SYSTEMS** Company and Owner understand that this is a non-exclusive Agreement Subject to Owner's obligations under Section 7 hereunder, Owner shall retain the option to render services with other multichannel video program distributors and any other communications and information services

4 **TERM** This Agreement will be effective on the date hereof and continue for a period of 15 years (the "Initial Term") and will automatically renew for successive terms of six (6) months(s) (each a "Renewal Term"), unless either party gives the other written notice at least six months prior to the end of the Initial Term, or then-effective Renewal Term **The Initial Term shall expire on March 31, 2015**

5 **DAMAGE TO THE PREMISES OR EQUIPMENT, INDEMNIFICATION, SURVIVAL**

(a) Company will repair any damage to the Premises caused by Company, its employees, Agents, or the equipment, normal wear and tear excepted **Company will restore the Premises to the condition immediately preceding the incident of damage** Company will hold harmless and indemnify Owner from and against any and all losses or damages (including reasonable attorneys' fees) resulting from Company's or the Agents' installation, maintenance service, removal or operation of the Equipment or any other equipment of the Agents, except loss or damage arising from any negligent or intentional act or omission of Owner or its agents or employees

(b) Owner will repair any damage to the Equipment caused by Owner, its agents, or employees Owner will hold harmless and indemnify Company from and against any and all losses or damages (including reasonable attorneys' fees) arising from or with respect to (a) any negligent or intentional act or omission of Owner or its agents or employees, or (b) any claim, demand, legal proceeding or similar action instituted by any person or entity providing multi-channel video programming or other services similar in nature to the Services provided to the Premises as of or prior to the date of this Agreement, or its successor or assign

(c) The rights and obligations set forth in this Section 5 (indemnification for events occurring during the term of the Agreement) and the second to last sentence of Section 1 (permitting removal of Equipment) will survive termination of this Agreement

6 **INSURANCE** Company will maintain \$1,000,000 combined single limit of liability for personal injury (including bodily injury and/or death), damage to the property of others and comprehensive automobile liability insurance, including all owned, hired and non-owned equipment providing single limit coverage of not less than \$1,000,000 per accident or such higher limits as Owner may reasonably request to account for inflation over time

7 **EQUIPMENT** Company may install, maintain, service, operate and upgrade on the Premises coaxial cable and/or fiber optic line, internal wiring, amplifiers, converters and other equipment necessary for the provision of the Services ("Equipment") The Equipment will at all times be owned by, and remain the property of, Company whether or not attached to or incorporated in the Premises, and neither Owner nor any resident of the Premises will have or obtain any right, title or interest therein The Equipment does not constitute a fixture of the Premises Owner will not, and will not permit any third party to,

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attach to or use in any manner the Equipment or any portion thereof. Owner will have no obligation to service or maintain the Equipment. Company will have the right to use other telecommunications equipment or wiring on the Premises, for delivery of the Services, so long as such use does not interfere with the current use of the telecommunications equipment or wiring on the Premises. Upon Owner's approval of Company's location of its Equipment on the Premises, which such approval shall not be unreasonably withheld nor delayed, Owner shall provide without charge adequate space and electricity for the Equipment.

8 **HOME RUN WIRING.** To the extent federal law requires Company to provide in this Agreement for the disposition of its home run wiring upon termination of the Agreement, Company has the right to sell to Owner and Owner has the right to purchase, the home run wiring on the Premises at the fair market value for the full replacement cost of such wiring, including labor and installation costs. To the extent applicable, Owner will be responsible for applicable sales or other similar taxes imposed by a governmental entity or agency relating to the purchase of the home run wiring. If Owner fails to purchase such wiring, in its sole discretion, the Company may abandon the wiring in place, or shall be permitted to continue to maintain the wiring on the Premises, and shall have no further obligation to Owner (however, Company reserves all other rights and remedies relating to Owner's failure to purchase pursuant to this Section 8). For the sole purpose of this Section 8, the phrase "home run wiring" shall mean only the wiring from the point at which the wiring becomes dedicated to an individual unit on the Premises to the cable demarcation point at or about twelve (12) inches outside that unit. "Home run wiring" shall not be deemed to include risers or active devices, such as amplifiers. Notwithstanding anything to the contrary herein, Company intends to retain ownership of the MULTIPLE DWELLING UNIT Lock Box, which may be removed by Company, or sold to Owner in the Company's sole discretion by a separately signed agreement.

9 **FORCE MAJEURE** Neither party will be deemed to be in breach of this Agreement if it is unable to perform its obligations hereunder as a result of loss of its legal authority to provide services to the Premises, failure of equipment or facilities, the occurrence of an event of "force majeure," or other causes beyond such party's reasonable ability to control.

10 **TERMINATION** This Agreement may be terminated prior to expiration of its term (a) by either party on 30 days' written notice, in the event of material breach of this Agreement, unless the other party cures or commences to cure such breach during such 30-day period and diligently proceeds with such cure, or (b) by Company upon at least 60 days' written notice if Company is unable to continue distribution of the Services due to any law, rule, regulation, judgment, contract with third party or other reason beyond the reasonable control of Company. In no event will either party be liable to the other for incidental or consequential damages. Upon termination of this Agreement, Company shall have an additional ninety (90) days to remove, transfer or sell part or all of the System, in its sole discretion. In the event Owner grants an easement to Company and Company records said easement, Company, at Owner's written request, agrees to extinguish said easement from title prior to close of any future sale of the Premises, and will execute and record any and all instruments to effectuate same. Owner agrees to provide to Company a minimum of sixty (60) days' notice of pending sale.

11 **LEGAL STATUS** This Agreement does not create any agency, employment, joint employer, joint venture or partnership between Company and Owner. Neither party will have the right, power or authority to act for the other in any manner.

12 **ENGINEERING REVIEW** Activation and installation of the Services are subject to engineering review by Company, including testing of equipment or facilities not provided by Company. If Company determines that activation of the Services will result in unanticipated expenses or that existing equipment is deficient, Company will have the right to terminate this Agreement upon written notice to Owner. Upon such termination, Company will refund to Owner any amounts prepaid hereunder in accordance with Company's refund policies.

13 **LEGAL ACTIONS** If legal action is necessary to enforce any provision of this Agreement or any agreement relating hereto, the prevailing party in such action will be entitled to recover its costs and expenses of such action, including reasonable attorneys' fees.

14 **AUTHORIZATIONS** Owner represents and warrants that he/she is the record holder of fee title to the Premises. The person signing on behalf of the Owner represents that he/she is the Owner of the Premises or the authorized agent of Owner, with full authority to bind Owner to the terms and conditions of this Agreement. This Agreement will not be binding upon Company until signed by an authorized representative of Company.

15 **NOTICES** Any notices pursuant to this Agreement will be validly given or served if in writing delivered personally or sent, postage prepaid, either by U.S. first class mail or telecopy, to the addresses set forth in this Agreement, or to such other addresses as either party may designate to the other in writing. Delivery of any notice will be deemed to be effective (i) five days after mailing, for first class U.S. mail or (ii) on the telecopy confirmation date, for telecopy or (iii) on the date delivered for

2000 120 5000854

personal delivery

16 **MISCELLANEOUS PROVISIONS** This Agreement supersedes any and all other access agreements, either oral or written, between the parties hereto, other than any grant of easement entered into by the parties concurrently with this Agreement. This Agreement (and any such grant of easement) contains the entire agreement between Owner and Company and may not be amended except by an agreement in writing signed by the parties. Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement will be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. It is understood that this agreement will supersede all other recorded service agreements. This Agreement shall not provide any person not a party to this Agreement with any remedy, claim, liability, reimbursement, commission, cause of action or other right.


17 **SURVIVAL** The termination or expiration of this Agreement will not impair either party's then accrued rights, obligations or remedies. The terms and conditions of sections 1, 5, 7, 8, 11, 12, 15, 18, and 19 herein shall survive expiration or termination of this Agreement not to exceed a maximum period of 6 (six) months.

18 **ADDENDA** The parties may execute certain Addenda, including but not limited to a Pre-Wire Installation Addendum, a Bulk Rate Addendum and/or a Customer Equipment Recovery Addendum. Upon execution, any such Addenda will become a part of this Agreement.

THE PARTIES HAVE EXECUTED THIS AGREEMENT BY THEIR DULY AUTHORIZED REPRESENTATIVES

OWNER/AUTHORIZED AGENT.
KING COUNTY HOUSING AUTHORITY

COMPANY
TCI CABLEVISION OF WASHINGTON, INC

By 

By 

Signature

Muriel Ryan, Authorized Agent Date
22025 30th DENVER SE BOTHELL WA 98021

Stephan J Norman
Print Name

Its Executive Director
(Title)

8/24/00
Date

2000 120 5000854

BSG-NW - MULTIPLE DWELLING UNITS A
All Services 9/27/99

NOTARIZATION OF OWNER/AUTHORIZED AGENT SIGNATURE

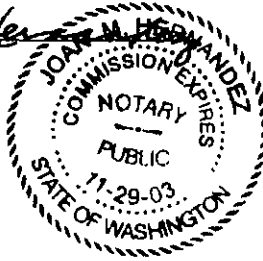
STATE OF Washington)
) SS
COUNTY OF King)

On this 24th day of August _____, 2000 , before me, a Notary Public in and for the State of Washington, personally appeared Stephan J. Norman to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged the he/she signed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned

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

Joan M. Hernandez
Notary Public

My Commission Expires 11-29-03



2000 120 5000854

STATE OF Washington)

ss

COUNTY OF King)

On this 13th day of September, 2000 before me, a Notary Public in and for the State of Washington, personally appeared Munel Ryan, Authorized Agent to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged the he/she signed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned

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

Cynthia B. Wood
Notary Public

My Commission Expires 25th January 2004



2000 120 5000854

EXHIBIT A

To
Broadband Right of Entry Agreement
Dated
August 14, 2000
between
TCI CABLEVISION OF WASHINGTON, INC.
and
KING COUNTY HOUSING AUTHORITY

MetroScan Full Legal

APN:202304 9105

2000 120 5000854

STR 202304 TAXLOT 105 POR OF SW 1/4 OF NE 1/4 STR 20-23-04 LY WLY OF
DES MOINES WAY S SD POR ALSO LY WLY & SLY OF SR 518 - TGW VAC S 149TH
PL - LESS POR TO STATE RECORDING NO 6474874 - LESS POR THOF LY WITHIN
THE S 1/2 OF THE W 1/4 OF SD SW 1/4 - LESS POR LY WITHIN THE S 440 FT
OF SD SW 1/4 - LESS POR FOR 8TH AVE S

A-1

Return Address

William K Goodwin
Montgomery, Purdue, Blankinship
& Austin, P L L C
701 Fifth Avenue, Suite 5800
Seattle, WA 98104-7096



20000720000191

MONTGOMERY PUR WD 18 00
PAGE 001 OF 012
07/20/2008 09:54
KING COUNTY, WA

E1765658

07/20/2008 09:54
KING COUNTY, WA
TAX \$2 00
SALE \$0 00

PAGE 001 OF 002

**STATUTORY WARRANTY DEED FOR A FEE
DETERMINABLE**

2000 072 0000191

Reference Number(s) of related document(s): N/A

Grantor: The Port of Seattle, a municipal corporation

Grantee: The Housing Authority of the County of King, a municipal corporation

Legal Description (abbreviated): Portion of the Southwest Quarter of the Northeast Quarter of Section 20-23-4
Full legal(s) on Exhibit A

Assessor's Tax Parcel ID Number: 202304-9105-00

THE GRANTOR, The Port of Seattle, a municipal corporation, for and in consideration of Ten Dollars and other good and valuable consideration, in hand paid, conveys and warrants to Grantee, the Housing Authority of the County of King, a municipal corporation, the following described real estate ("Property"), situated in the County of King, State of Washington

See **Exhibit A** incorporated by this reference,

Subject to the following restrictions, reservations of Grantor, conditions and easements

2000 072 0000191

- 1 Grantor reserves unto itself, its successors and assigns, for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the surface of the Property, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for the use of said airspace for landing on, taking off from, or operating on Seattle - Tacoma International Airport ("Airport")
- 2 Grantee expressly agrees for itself, its successors and assigns to restrict the height of structures, objects of natural growth and other obstructions on the Property to a height of not more than 440 feet above sea level
- 3 Grantee expressly agrees for itself, its successors and assigns to prevent any use of the Property that would interfere with landing or taking off of aircraft at Airport, or otherwise constitute an airport hazard Such hazards include uses that create electrical interference with navigational signals or radio communication between the Airport and aircraft, make it difficult for pilots to distinguish between airport lights and other, result in glare in the eyes of pilots using the Airport, impair visibility in the vicinity of the Airport, create bird strike hazards, or otherwise in any way endanger or interfere with the landing, takeoff or maneuvering of aircraft intending to use the Airport
- 4 Grantor reserves the right to enter upon the land released hereunder, and to remove the offending structure or object, and to cut the offending growth, all at the expense of Grantee, in the event any of the covenants set forth in paragraphs 2 and 3 is breached
- 5 Grantor expressly reserves unto itself, its successors and assigns, the right to make noise, dust, and cause construction road impacts associated with construction at, on or around the Airport.
- 6 Grantee shall not erect, permit or suffer others to erect any buildings or other structures on the Property for use as apartments, transitional housing or other residential uses
- 7 Grantee shall not sell, convey or otherwise transfer the Property or any interest therein without first obtaining the consent of Grantor's governing body
- 8 Those matters described in **Exhibit B** hereto

Grantor's conveyance of the Property shall be in effect until the occurrence of one of the following "Termination Events"

i) Five (5) years from the date this Deed is recorded

OR, if earlier,

ii) The failure of the Housing Authority of the County of King to make any payment due to the Port of Seattle within thirty (30) days of the Port of Seattle's notice that such payment is due under that certain Non-Recourse Promissory Note dated July 19, 2000 in the beginning principal amount of \$2,100,000

This Deed grants only a fee determinable interest in the Property Ownership shall automatically revert to the Grantor upon the applicable Termination Event

DATED this 19th day of July, 2000

THE PORT OF SEATTLE

M. R. Dinsmore
By. _____
Its _____
M. R. Dinsmore
Executive Director

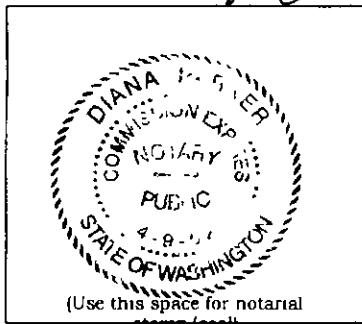
2000 072 0000191

STATE OF WASHINGTON)
)
COUNTY OF KING) ss

I certify that I know or have satisfactory evidence that M.R. Jansmore 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 Executive Director of The Port of Seattle to be the free and voluntary act of such party for the uses and purposes stated therein

Dated July 19, 2000

2000 072 0000191



Diana Parker
Name DIANA PARKER
NOTARY PUBLIC, State of Washington
My appointment expires 4-9-02

EXHIBIT A

THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

2000 072 0000191

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF DES MOINES WAY SOUTH (BEING 30.00 FEET NORTHWESTERLY OF WHEN MEASURED AT RIGHT ANGLES TO THE CENTERLINE THEREOF) AND THE NORTH LINE OF THE SOUTH 440.00 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;

THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE TO A POINT OPPOSITE HIGHWAY ENGINEER'S STATION (HEREINAFTER REFERRED TO AS HES) 240+75 ON THE DES MOINES WAY LINE SURVEY OF SR 518, RIVERTON HEIGHTS (SR 509 TO SR 5), AND 30.00 FEET NORTHWESTERLY THEREFROM;

THENCE NORTHEASTERLY TO A POINT OPPOSITE HES 242+25 ON SAID DES MOINES WAY LINE SURVEY AND 50 FEET NORTHWESTERLY THEREFROM;

THENCE NORTHEASTERLY PARALLEL WITH SAID DES MOINES WAY LINE SURVEY TO A POINT ON A LINE DRAWN PARALLEL WITH AND 125 FEET SOUTHERLY, WHEN MEASURED AT RIGHT ANGLES, FROM THE SR 518 LINE SURVEY OF SAID HIGHWAY;

THENCE SOUTHWESTERLY ALONG SAID PARALLEL LINE TO A POINT OPPOSITE HES 44+50 THEREON;

THENCE NORTHWESTERLY TO A POINT OPPOSITE HES 43+50 ON SAID SR 518 LINE SURVEY AND 100 FEET SOUTHEASTERLY THEREFROM;

THENCE SOUTHWESTERLY PARALLEL WITH SAID SR 518 LINE SURVEY TO A POINT OPPOSITE HES 40+50 THEREON;

THENCE SOUTHWESTERLY TO A POINT OPPOSITE HES 39+00 ON SAID SR 518 LINE SURVEY AND 125 FEET SOUTHEASTERLY THEREFROM;

THENCE SOUTHWESTERLY PARALLEL WITH SAID SR 518 LINE SURVEY TO A POINT ON THE EAST LINE OF 8TH AVENUE SOUTH;

THENCE SOUTHERLY ALONG SAID EAST LINE TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;

THENCE EASTERLY ALONG SAID NORTH LINE TO THE EAST LINE OF THE WEST QUARTER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;

THENCE SOUTHERLY ALONG SAID EAST LINE TO THE NORTH LINE OF THE SOUTH 521.5 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;

THENCE EASTERLY ALONG SAID NORTH LINE A DISTANCE OF 5.99 FEET TO THE EAST LINE OF THE WEST 330.00 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;

THENCE SOUTHERLY ALONG SAID EAST LINE OF THE WEST 330.00 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER TO AN INTERSECTION WITH THE NORTH LINE OF THE SOUTH 440 00 FEET OF SAID SUBDIVISION;

THENCE EASTERLY ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

EXHIBIT B

1. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

DISCLOSED BY:	DEEDS
PURPOSE:	ROAD (INGRESS AND EGRESS)
AFFECTS:	A SOUTHWESTERLY PORTION OF SAID PREMISES
RECORDED:	SEPTEMBER 23, 1918 AND APRIL 21, 1920
RECORDING NUMBERS:	1247006 AND 1411337

2. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE:	PUGET SOUND POWER & LIGHT COMPANY
PURPOSE:	ELECTRIC TRANSMISSION LINE
AREA AFFECTED:	WESTERLY PORTION OF SAID PREMISES (CENTERLINE LYING 1 FOOT SOUTH AND PARALLEL TO THE NORTH LINE OF A PRIVATE ROAD OVER THE SOUTH 18 FEET OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, SECTION 20, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN LINE WITH SOUTH 150TH STREET PRODUCED EASTERLY)
RECORDED:	JUNE 8, 1936
RECORDING NUMBER:	2900598

3. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE:	PUGET SOUND POWER & LIGHT COMPANY
PURPOSE:	POLE LINE RIGHT OF WAY
AREA AFFECTED:	PORTION OF SAID PREMISES (THE SOUTH 18 FEET OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20,

2000 072 0000191

TOWNSHIP 23 NORTH, RANGE 4 EAST,
WILLAMETTE MERIDIAN; THE
CENTERLINE THEREOF TO BE LOCATED
NEAR THE SOUTH LINE OF THE
ABOVE-DESCRIBED PRIVATE ROAD)
RECORDED:
RECORDING NUMBER: 3138765

4. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: SOUTHWEST SUBURBAN SEWER
DISTRICT, A MUNICIPAL CORPORATION
PURPOSE: SEWER MAINS WITH NECESSARY
APPURTENANCES
AREA AFFECTED: PORTION OF SAID PREMISES LYING
WITHIN A STRIP OF LAND 10 FEET IN
WIDTH
RECORDED: JANUARY 21, 1972
RECORDING NUMBER: 7201210341

2000 072 0000191

5. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: KING COUNTY
PURPOSE: SLOPES
AREA AFFECTED: EASTERLY PORTION OF SAID PREMISES
ABUTTING DES MOINES WAY SOUTH
RECORDED: JUNE 13, 1972
RECORDING NUMBER: 7206130565

6. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: KING COUNTY
PURPOSE: DRAINAGE PIPE
AREA AFFECTED: PORTION OF SAID PREMISES (THE
SOUTHERLY 10 FEET OF THE
NORTHERLY 509 91 FEET AND
EASTERLY 299.16 FEET OF THE
WESTERLY 329.16 FEET OF THE
SOUTHWEST QUARTER OF THE
NORTHEAST QUARTER OF SECTION 20,
TOWNSHIP 23 NORTH, RANGE 4 EAST,
WILLAMETTE MERIDIAN
RECORDED: FEBRUARY 22, 1974
RECORDING NUMBER: 7402220256

7. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: KING COUNTY
 PURPOSE: DRAINAGE PIPE
 AREA AFFECTED: SOUTHERLY PORTION OF SAID PREMISES LYING WITHIN A STRIP OF LAND 10 FEET IN WIDTH
 RECORDED: FEBRUARY 22, 1974
 RECORDING NUMBER: 7402220257

8. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: PACIFIC NORTHWEST BELL TELEPHONE COMPANY, A WASHINGTON CORPORATION
 PURPOSE: UNDERGROUND COMMUNICATION LINES AND ABOVE GROUND CABINETS AND APPURTENANCES
 AREA AFFECTED: THE NORTH 5 FEET OF THE WEST 5 FEET OF SAID PREMISES
 RECORDED: JULY 17, 1987
 RECORDING NUMBER: 8707170973

2000 072 0000191

9. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: CITY OF SEATTLE, A MUNICIPAL CORPORATION
 PURPOSE: ELECTRIC UNDERGROUND DISTRIBUTION FACILITIES AND ALL NECESSARY APPURTENANCES
 AREA AFFECTED: SOUTHERLY PORTION OF THAT PORTION OF SAID PREMISES WHICH LIES WITHIN VACATED SOUTH 149TH PLACE FRONTAGE ROAD
 RECORDED: AUGUST 21, 1987
 RECORDING NUMBER: 8708211142

10. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: KING COUNTY WATER DISTRICT NO. 20
 PURPOSE: WATER MAINS AND APPURTENANCES
 AREA AFFECTED: PORTION OF SAID PREMISES LYING WITHIN A STRIP OF LAND 10 FEET IN WIDTH
 RECORDED: SEPTEMBER 17, 1987
 RECORDING NUMBER: 8709170796

11. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: CITY OF SEATTLE, A MUNICIPAL CORPORATION
 PURPOSE: ELECTRIC UNDERGROUND DISTRIBUTION FACILITIES
 AREA AFFECTED: PORTION OF SAID PREMISES LYING WITHIN A STRIP OF LAND 10 FEET IN WIDTH
 RECORDED: DECEMBER 10, 1987
 RECORDING NUMBER: 8712100857

NOTE: SAID EASEMENT SUPERSEDES EASEMENT RECORDED UNDER RECORDING NUMBER 8708030936.

12. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: KING COUNTY
 PURPOSE: SUBSURFACE DRAINAGE SYSTEM
 AREA AFFECTED: PORTION OF SAID PREMISES LYING WITHIN A STRIP OF LAND 10 FEET IN WIDTH
 RECORDED: JANUARY 6, 1988
 RECORDING NUMBER: 8801060631

13. RELEASE OF DAMAGE AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

BETWEEN: MUELLER DEVELOPMENT COMPANY, A WASHINGTON CORPORATION
 AND: KING COUNTY WATER DISTRICT NO. 20
 RECORDED: JUNE 13, 1988
 RECORDING NUMBER: 8806131037

RELEASING KING COUNTY WATER DISTRICT NO. 20 FROM ALL FUTURE CLAIMS FOR DAMAGES RESULTING FROM: WATER MAIN FAILURE

14. MEMORANDUM OF CABLE TELEVISION AGREEMENT, INCLUDING THE TERMS AND CONDITIONS OF THE AGREEMENT DISCLOSED THEREIN:

BETWEEN: PACIFIC GULF PROPERTIES, INC.
 AND: INTERACTIVE CABLE SYSTEMS, INC.
 RECORDED: MARCH 23, 1995
 RECORDING NUMBER: 9503231017
 REGARDING: THE RIGHT TO CONSTRUCT, INSTALL, INSPECT, MAINTAIN, ALTER, SUBSTITUTE, IMPROVE, REPAIR, REPLACE, SERVICE, OPERATE AND REMOVE SYSTEM EQUIPMENT

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15. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

BETWEEN:	PACIFIC GULF PROPERTIES, INC.
AND:	INTERACTIVE CABLE SYSTEMS, INC.
RECORDED:	MARCH 23, 1995
RECORDING NUMBER:	9503231018
REGARDING:	THE RIGHT TO CONSTRUCT, INSTALL, IMPACT, MAINTAIN, ALTER, SUBSTITUTE, IMPROVE, REPAIR, SERVICE, OPERATE AND REMOVE ANY TELEPHONE SYSTEM

16. RELINQUISHMENT OF ACCESS TO STATE HIGHWAY NUMBER SR 518 AND OF LIGHT, VIEW AND AIR BY DEED TO THE STATE OF WASHINGTON:

RECORDED:	OCTOBER 20, 1966
RECORDING NUMBER:	6097708

17. RELINQUISHMENT OF ACCESS TO STATE HIGHWAY NUMBER SR 518 AND OF LIGHT, VIEW AND AIR BY DEED TO THE STATE OF WASHINGTON:

RECORDED:	MARCH 24, 1967
RECORDING NUMBER:	6154102

NOTE: SAID DEED ALSO CONTAINS, AMONG OTHER THINGS, PROVISIONS FOR REASONABLE ACCESS TO A FRONTAGE SERVICE ROAD.

18. RELINQUISHMENT OF ACCESS TO STATE HIGHWAY NUMBER SR 518 AND OF LIGHT, VIEW AND AIR BY DEED TO THE STATE OF WASHINGTON:

RECORDED:	OCTOBER 24, 1968
RECORDING NUMBER:	6424923

19. RELINQUISHMENT OF ACCESS TO STATE HIGHWAY NUMBER SR 518 AND OF LIGHT, VIEW AND AIR BY DEED TO THE STATE OF WASHINGTON:

RECORDED	JANUARY 29, 1969
RECORDING NUMBER:	6464355

NOTE: SAID DEED CONTAINS, AMONG OTHER THINGS, PROVISIONS FOR DRIVEWAY ACCESS TO FRONTAGE ROAD.

2000 072 0000191

20. RELINQUISHMENT OF ACCESS TO STATE HIGHWAY NUMBER SR 518 AND OF LIGHT, VIEW AND AIR BY DEED TO THE STATE OF WASHINGTON.

RECORDED: FEBRUARY 25, 1969
RECORDING NUMBER: 6474874

NOTE: SAID DEED CONTAINS, AMONG OTHER THINGS, PROVISIONS FOR DRIVEWAY ACCESS TO A FRONTAGE ROAD.

21. RELINQUISHMENT OF ACCESS TO STATE HIGHWAY NUMBER SR 518 AND OF LIGHT, VIEW AND AIR BY DEED TO THE STATE OF WASHINGTON:

RECORDED: MAY 22, 1969
RECORDING NUMBER. 6514093

NOTE: SAID DEED CONTAINS, AMONG OTHER THINGS, PROVISIONS FOR ACCESS TO FRONTAGE SERVICE ROAD.

22. RIGHTS OF ACCESS TO STATE HIGHWAY NUMBER SR 518 AND OF LIGHT, VIEW AND AIR AS RESERVED IN DEED FROM THE STATE OF WASHINGTON:

RECORDED: DECEMBER 23, 1975
RECORDING NUMBER: 7512230628

23. RIGHTS OF ACCESS TO STATE HIGHWAY NUMBER SR 518 AND OF LIGHT, VIEW AND AIR AS RESERVED IN DEED FROM THE STATE OF WASHINGTON:

RECORDED: MARCH 24, 1977
RECORDING NUMBER. 7703240775

24. RIGHTS OF ACCESS TO STATE HIGHWAY NUMBER SR 518 AND OF LIGHT, VIEW AND AIR AS RESERVED IN DEED FROM THE STATE OF WASHINGTON:

RECORDED. JUNE 1, 1987
RECORDING NUMBER: 8706010409

25. RIGHTS OF ACCESS TO STATE HIGHWAY NUMBER SR 518 AND OF LIGHT, VIEW AND AIR AS RESERVED IN DEED FROM THE STATE OF WASHINGTON:

RECORDED. AUGUST 16, 1988
RECORDING NUMBER. 8808160632

2000 072 0000191

26. RIGHTS OF ACCESS TO STATE HIGHWAY NUMBER SR 518 AND OF LIGHT, VIEW AND AIR AS RESERVED IN DEED FROM THE STATE OF WASHINGTON:

RECORDED: AUGUST 16, 1988
RECORDING NUMBER: 8808160633

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

GRANTEE: KING COUNTY
RECORDED: DECEMBER 24, 1941
RECORDING NUMBER: 3211788

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

GRANTEE: KING COUNTY
RECORDED: DECEMBER 24, 1941
RECORDING NUMBER: 3211789

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

GRANTEE: KING COUNTY
RECORDED: DECEMBER 24, 1941
RECORDING NUMBER: 3211805

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

GRANTEE: KING COUNTY
RECORDED: MARCH 20, 1942
RECORDING NUMBER: 3228458

2000 072 0000191

WHEN RECORDED RETURN TO:

Preston Gates & Ellis, LLP
5000 Columbia Center
901 Fifth Avenue
Seattle, WA 98104

Attn: Christopher M. Carletti

Document Title: Statutory Warranty Deed
Grantor: Pacific Gulf Properties Inc.
Grantee: The Port of Seattle
Legal Description:

Abbreviated Legal Description:
Portion of the Southwest Quarter of the Northeast Quarter of
Section 20-23-4
Full Legal Description: See Exhibit 1 attached

Assessor's Tax Parcel Nos.: 202304-9105-00
Reference Nos. of Documents Released or Assigned:

9809180742

17- STATUTORY WARRANTY DEED

CHICAGO TITLE INS. CO
REF# 526795-6

The Grantor, PACIFIC GULF PROPERTIES INC., A Maryland corporation, for and in consideration of Ten Dollars (\$10.00) in hand paid, and under threat of condemnation, conveys and warrants to THE PORT OF SEATTLE, a municipal corporation of the State of Washington, the real estate situated in the County of King, State of Washington which is described more particularly in Exhibit 1 hereto, subject to the matters described in Exhibit 2 hereto.

Dated: September 14, 1998

PACIFIC GULF PROPERTIES INC.
A Maryland corporation

By [Signature]
Its Pres - CEO

1416016.9/1198
MCOURT/PACGULF/AURA LAKE

-1- STATUTORY WARRANTY DEED.1

E1638878 09/18/98

.00 1352500.00

25 X


STATE OF CALIFORNIA)
) ss.
COUNTY OF Orange)

On this 14th day of September, 1998, before me, the undersigned, a Notary Public in and for the State of California, duly commissioned and sworn personally appeared Glenn L. Carpenter, known to me to be the President & CEO of PACIFIC GULF PROPERTIES INC., 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 purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

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

9809180742


Signature

Maryann Galer

Print Name
NOTARY PUBLIC in and for the State of
California, residing at 365 W. Wilson, #28, Costa Mesa, CA
My commission expires 2/14/2001 92627



2416016:9/11/98
MCOURT/PACGULF/LAURA LAKE

- 2 -

STATUTORY WARRANTY DEED.1

25 X

EXHIBIT 1

THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 13 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF DES MOINES WAY SOUTH (BEING 30.00 FEET NORTHWESTERLY OF WHEN MEASURED AT RIGHT ANGLES TO THE CENTERLINE THEREOF) AND THE NORTH LINE OF THE SOUTH 440.00 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;

THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE TO A POINT OPPOSITE HIGHWAY ENGINEER'S STATION (HEREINAFTER REFERRED TO AS HES) 240+75 ON THE DES MOINES WAY LINE SURVEY OF SR 518, RIVERTON HEIGHTS (SR 509 TO SR 5), AND 30.00 FEET NORTHWESTERLY THEREFROM;

THENCE NORTHEASTERLY TO A POINT OPPOSITE HES 242+25 ON SAID DES MOINES WAY LINE SURVEY AND 50 FEET NORTHWESTERLY THEREFROM;

THENCE NORTHEASTERLY PARALLEL WITH SAID DES MOINES WAY LINE SURVEY TO A POINT ON J. LINE DRAWN PARALLEL WITH AND 125 FEET SOUTHERLY, WHEN MEASURED AT RIGHT ANGLES, FROM THE SR 518 LINE SURVEY OF SAID HIGHWAY;

THENCE SOUTHWESTERLY ALONG SAID PARALLEL LINE TO A POINT OPPOSITE HES 44+50 THEREON;

THENCE NORTHWESTERLY TO A POINT OPPOSITE HES 43+50 ON SAID SR 518 LINE SURVEY AND 100 FEET SOUTHEASTERLY THEREFROM;

THENCE SOUTHWESTERLY PARALLEL WITH SAID SR 518 LINE SURVEY TO A POINT OPPOSITE HES 40+50 THEREON;

THENCE SOUTHWESTERLY TO A POINT OPPOSITE HES 39+00 ON SAID SR 518 LINE SURVEY AND 125 FEET SOUTHEASTERLY THEREFROM;

THENCE SOUTHWESTERLY PARALLEL WITH SAID SR 518 LINE SURVEY TO A POINT ON THE EAST LINE OF 8TH AVENUE SOUTH;

THENCE SOUTHERLY ALONG SAID EAST LINE TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;

THENCE EASTERLY ALONG SAID NORTH LINE TO THE EAST LINE OF THE WEST QUARTER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;

THENCE SOUTHERLY ALONG SAID EAST LINE TO THE NORTH LINE OF THE SOUTH 521.5 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;

THENCE EASTERLY ALONG SAID NORTH LINE A DISTANCE OF 5.99 FEET TO THE EAST LINE OF THE WEST 330.00 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;

THENCE SOUTHERLY ALONG SAID EAST LINE OF THE WEST 330.00 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER TO AN INTERSECTION WITH THE NORTH LINE OF THE SOUTH 440.00 FEET OF SAID SUBDIVISION;

THENCE EASTERLY ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

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2416016/9/11/98
NICOURT/PACGUL/PLAURA LAKE

- 3 -

STATUTORY WARRANTY DEED.1

25 X

EXHIBIT 2

1. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

DISCLOSED BY:	DEEDS
PURPOSE:	ROAD (INGRESS AND EGRESS)
AFFECTS:	A SOUTHWESTERLY PORTION OF SAID PREMISES
RECORDED:	SEPTEMBER 23, 1918 AND APRIL 21, 1920
RECORDING NUMBERS:	1247006 AND 1411337

2. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE:	FUGET SOUND POWER & LIGHT COMPANY
PURPOSE:	ELECTRIC TRANSMISSION LINE
AREA AFFECTED:	WESTERLY PORTION OF SAID PREMISES (CENTERLINE LYING 1 FOOT SOUTH AND PARALLEL TO THE NORTH LINE OF A PRIVATE ROAD OVER THE SOUTH 18 FEET OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, SECTION 20, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN LINE WITH SOUTH 150TH STREET PRODUCED EASTERLY)
RECORDED:	JUNE 8, 1936
RECORDING NUMBER:	2900598

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3. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE:	FUGET SOUND POWER & LIGHT COMPANY
PURPOSE:	POLE LINE RIGHT OF WAY
AREA AFFECTED:	PORTION OF SAID PREMISES (THE SOUTH 18 FEET OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20,

2416016-9/11/98
MCCOURT\MCCGULF\LAURA LAKE

- 4 -

STATUTORY WARRANTY DEED 1

25 X

TOWNSHIP 23 NORTH, RANGE 4 EAST,
 WILLAMETTE MERIDIAN; THE
 CENTERLINE THEREOF TO BE LOCATED
 NEAR THE SOUTH LINE OF THE
 ABOVE-DESCRIBED PRIVATE ROAD)
 DECEMBER 31, 1940
 3138765

RECORDED:
 RECORDING NUMBER:

4. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: SOUTHWEST SUBURBAN SEWER
 DISTRICT, A MUNICIPAL CORPORATION
 PURPOSE: SEWER MAINS WITH NECESSARY
 APPURTENANCES
 AREA AFFECTED: PORTION OF SAID PREMISES LYING
 WITHIN A STRIP OF LAND 10 FEET IN
 WIDTH
 RECORDED: JANUARY 21, 1972
 RECORDING NUMBER: 7201210341

9809180742

5. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: KING COUNTY
 PURPOSE: SLOPES
 AREA AFFECTED: EASTERLY PORTION OF SAID PREMISES
 ABUTTING DES MOINES WAY SOUTH
 RECORDED: JUNE 13, 1972
 RECORDING NUMBER: 7206130565

6. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: KING COUNTY
 PURPOSE: DRAINAGE PIPE
 AREA AFFECTED: PORTION OF SAID PREMISES (THE
 SOUTHERLY 10 FEET OF THE
 NORTHERLY 509.91 FEET AND
 EASTERLY 299.16 FEET OF THE
 WESTERLY 329.16 FEET OF THE
 SOUTHWEST QUARTER OF THE
 NORTHEAST QUARTER OF SECTION 20,
 TOWNSHIP 23 NORTH, RANGE 4 EAST,
 WILLAMETTE MERIDIAN
 RECORDED: FEBRUARY 22, 1974
 RECORDING NUMBER: 7402220256

2416016/911/98
 MCCOURT/PACGUL/FLAURA LAKE

-5-

STATUTORY WARRANTY DEED.1

25 X

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7. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: KING COUNTY
 PURPOSE: DRAINAGE PIPE
 AREA AFFECTED: SOUTHERLY PORTION OF SAID PREMISES LYING WITHIN A STRIP OF LAND 10 FEET IN WIDTH
 RECORDED: FEBRUARY 22, 1974
 RECORDING NUMBER: 7402220257

8. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: PACIFIC NORTHWEST BELL TELEPHONE COMPANY, A WASHINGTON CORPORATION
 PURPOSE: UNDERGROUND COMMUNICATION LINES AND ABOVE GROUND CABINETS AND APPURTENANCES
 AREA AFFECTED: THE NORTH 5 FEET OF THE WEST 5 FEET OF SAID PREMISES
 RECORDED: JULY 17, 1987
 RECORDING NUMBER: 8707170973

9. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: CITY OF SEATTLE, A MUNICIPAL CORPORATION
 PURPOSE: ELECTRIC UNDERGROUND DISTRIBUTION FACILITIES AND ALL NECESSARY APPURTENANCES
 AREA AFFECTED: SOUTHERLY PORTION OF THAT PORTION OF SAID PREMISES WHICH LIES WITHIN VACATED SOUTH 149TH PLACE FRONTAGE ROAD
 RECORDED: AUGUST 21, 1987
 RECORDING NUMBER: 8708211142

10. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: KING COUNTY WATER DISTRICT NO. 20
 PURPOSE: WATER MAINS AND APPURTENANCES
 AREA AFFECTED: PORTION OF SAID PREMISES LYING WITHIN A STRIP OF LAND 10 FEET IN WIDTH
 RECORDED: SEPTEMBER 17, 1987
 RECORDING NUMBER: 8709170796
 2418016/9/11/98 MCGURTFACGULFLAURA LAKE STATUTORY WARRANTY DEED.1

25x11

11. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: CITY OF SEATTLE, A MUNICIPAL CORPORATION
 PURPOSE: ELECTRIC UNDERGROUND DISTRIBUTION FACILITIES
 AREA AFFECTED: PORTION OF SAID PREMISES LYING WITHIN A STRIP OF LAND 10 FEET IN WIDTH
 RECORDED: DECEMBER 10, 1987
 RECORDING NUMBER: 8712100857

NOTE: SAID EASEMENT SUPERSEDES EASEMENT RECORDED UNDER RECORDING NUMBER 8708030936.

12. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: KING COUNTY
 PURPOSE: SUBSURFACE DRAINAGE SYSTEM
 AREA AFFECTED: PORTION OF SAID PREMISES LYING WITHIN A STRIP OF LAND 10 FEET IN WIDTH
 RECORDED: JANUARY 6, 1988
 RECORDING NUMBER: 8801060631

9809180742

13. RELEASE OF DAMAGE AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

BETWEEN: MUELLER DEVELOPMENT COMPANY, A WASHINGTON CORPORATION
 AND: KING COUNTY WATER DISTRICT NO. 20
 RECORDED: JUNE 13, 1988
 RECORDING NUMBER: 8806131037

RELEASING KING COUNTY WATER DISTRICT NO. 20 FROM ALL FUTURE CLAIMS FOR DAMAGES RESULTING FROM: WATER MAIN FAILURE

14. MEMORANDUM OF CABLE TELEVISION AGREEMENT, INCLUDING THE TERMS AND CONDITIONS OF THE AGREEMENT DISCLOSED THEREIN:

BETWEEN: PACIFIC GULF PROPERTIES, INC.
 AND: INTERACTIVE CABLE SYSTEMS, INC.
 RECORDED: MARCH 23, 1995
 RECORDING NUMBER: 9503231017
 REGARDING: THE RIGHT TO CONSTRUCT, INSTALL, INSPECT, MAINTAIN, ALTER, SUBSTITUTE, IMPROVE, REPAIR, REPLACE, SERVICE, OPERATE AND REMOVE SYSTEM EQUIPMENT

2416016/9/11/98
MCOURT/PACGUL/FLAURA LAKE

25 X 1

15. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

BETWEEN:	PACIFIC GULF PROPERTIES, INC.
AND:	INTERACTIVE CABLE SYSTEMS, INC.
RECORDED:	MARCH 21, 1995
RECORDING NUMBER:	9503231018
REGARDING:	THE RIGHT TO CONSTRUCT, INSTALL, IMPACT, MAINTAIN, ALTER, SUBSTITUTE, IMPROVE, REPAIR, SERVICE, OPERATE AND REMOVE ANY TELEPHONE SYSTEM

16. RELINQUISHMENT OF ACCESS TO STATE HIGHWAY NUMBER SR 518 AND OF LIGHT, VIEW AND AIR BY DEED TO THE STATE OF WASHINGTON:

RECORDED:	OCTOBER 20, 1966
RECORDING NUMBER:	6097708

9809180742

17. RELINQUISHMENT OF ACCESS TO STATE HIGHWAY NUMBER SR 518 AND OF LIGHT, VIEW AND AIR BY DEED TO THE STATE OF WASHINGTON:

RECORDED:	MARCH 24, 1967
RECORDING NUMBER:	6154102

NOTE: SAID DEED ALSO CONTAINS, AMONG OTHER THINGS, PROVISIONS FOR REASONABLE ACCESS TO A FRONTAGE SERVICE ROAD.

18. RELINQUISHMENT OF ACCESS TO STATE HIGHWAY NUMBER SR 518 AND OF LIGHT, VIEW AND AIR BY DEED TO THE STATE OF WASHINGTON:

RECORDED:	OCTOBER 24, 1968
RECORDING NUMBER:	6424973

19. RELINQUISHMENT OF ACCESS TO STATE HIGHWAY NUMBER SR 518 AND OF LIGHT, VIEW AND AIR BY DEED TO THE STATE OF WASHINGTON:

RECORDED:	JANUARY 29, 1969
RECORDING NUMBER:	6464355

NOTE: SAID DEED CONTAINS, AMONG OTHER THINGS, PROVISIONS FOR
 DRIVEWAY ACCESS TO FRONTAGE ROAD.
 2416016:9/11/98 - 8 - STATUTORY WARRANTY DEED.
 MCOURT PACGULFLAURA LAKE

25 X 1

20. RELINQUISHMENT OF ACCESS TO STATE HIGHWAY NUMBER SR 518 AND OF LIGHT, VIEW AND AIR BY DEED TO THE STATE OF WASHINGTON:

RECORDED: FEBRUARY 25, 1969
RECORDING NUMBER: 6474874

NOTE: SAID DEED CONTAINS, AMONG OTHER THINGS, PROVISIONS FOR DRIVEWAY ACCESS TO A FRONTAGE ROAD.

21. RELINQUISHMENT OF ACCESS TO STATE HIGHWAY NUMBER SR 518 AND OF LIGHT, VIEW AND AIR BY DEED TO THE STATE OF WASHINGTON:

RECORDED: MAY 22, 1969
RECORDING NUMBER: 6514093

NOTE: SAID DEED CONTAINS, AMONG OTHER THINGS, PROVISIONS FOR ACCESS TO FRONTAGE SERVICE ROAD.

22. RIGHTS OF ACCESS TO STATE HIGHWAY NUMBER SR 518 AND OF LIGHT, VIEW AND AIR AS RESERVED IN DEED FROM THE STATE OF WASHINGTON:

RECORDED: DECEMBER 23, 1975
RECORDING NUMBER: 7512230628

23. RIGHTS OF ACCESS TO STATE HIGHWAY NUMBER SR 518 AND OF LIGHT, VIEW AND AIR AS RESERVED IN DEED FROM THE STATE OF WASHINGTON:

RECORDED: MARCH 24, 1977
RECORDING NUMBER: 7703240775

24. RIGHTS OF ACCESS TO STATE HIGHWAY NUMBER SR 518 AND OF LIGHT, VIEW AND AIR AS RESERVED IN DEED FROM THE STATE OF WASHINGTON:

RECORDED: JUNE 1, 1987
RECORDING NUMBER: 8706010409

25. RIGHTS OF ACCESS TO STATE HIGHWAY NUMBER SR 518 AND OF LIGHT, VIEW AND AIR AS RESERVED IN DEED FROM THE STATE OF WASHINGTON:

RECORDED: AUGUST 16, 1988
RECORDING NUMBER: 8808160632

2416016/9/11/98
MCOURTVACGULF/LAURA LAKE

- 9 -

STATUTORY WARRANTY DEED.

9809180742

25x1

26. RIGHTS OF ACCESS TO STATE HIGHWAY NUMBER SR 516 AND OF LIGHT, VIEW AND AIR AS RESERVED IN DEED FROM THE STATE OF WASHINGTON:

RECORDED: AUGUST 16, 1988
RECORDING NUMBER: 8808160633

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

GRANTEE: KING COUNTY
RECORDED: DECEMBER 24, 1941
RECORDING NUMBER: 3211788

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

GRANTEE: KING COUNTY
RECORDED: DECEMBER 24, 1941
RECORDING NUMBER: 3211789

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

GRANTEE: KING COUNTY
RECORDED: DECEMBER 24, 1941
RECORDING NUMBER: 3211805

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

GRANTEE: KING COUNTY
RECORDED: MARCH 20, 1942
RECORDING NUMBER: 3228458

9809180742

25X

THIS SPACE RESERVED FOR RECORDER'S USE

First American Title Insurance Company

Filed for Record at Request of
Name: First American Title Co
Address: 2101 Forth Avenue, Suite 800
City, State, Zip: Seattle, WA 98121
Attn:
Ref.:
Reconveyance No.: R37742

FULL RECONVEYANCE

The undersigned as trustee under that certain Deed of Trust, dated June 28th, 1991, in which Santa Anita Realty Enterprises, Inc. is grantor and The Equitable Life Assurance Society of the United States is beneficiary, recorded on July 2nd, 1991, as Auditor File No. 9107022168, in Volume of Mortgages, at page , records of King County, Washington, having received from the beneficiary under said Deed of Trust a written request to reconvey, does hereby reconvey, without warranty, to the persons entitled thereto all of the right, title and interest now held by said trustee in and to the property described in said Deed of Trust, situated in King County, Washington, as follows: -

Legal Description as Fully Set Forth in Original Recorded Deed of Trust.

Dated: November 4th, 1996

First American Title Insurance Company
(Trustee)

by: Nicole Johnson, Assistant Secretary

9611050517

8.00

961105-0517 11:37:00 AM KING COUNTY RECORDS 001 JWA

STATE OF WASHINGTON)
COUNTY OF KING)

On this 4th day of November, 1996, before me, the undersigned, a Notary Public in the State of Washington, duly commissioned and sworn, personally appeared Nicole Johnson to me known to be the Assistant Secretary of First American Title, 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, an oath stated that he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

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

Marcia Jenkins
Notary Public in and for the State of Washington.
Marcia Jenkins
Residing at Bothell
My Commission Expires 9/20/97



PREPARED BY, WHEN RECORDED, MAIL TO:

LOAN # B-19459

Resignation and Appointment of Successor Trustee

KNOW ALL MEN BY THESE PRESENTS: SANTA ANTA REALTY ENTERPRISES, INC. is the grantor, and TICOR TITLE INSURANCE CO. is the trustee, and THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES is the beneficiary under that certain trust deed dated June 28, 19 91, and recorded on JULY 2, 19 91, in Vol _____ at Page _____ of Mortgages Records of KING County, Washington, under Auditor's File No. 9107022168. TICOR TITLE INSURANCE CO. hereby resigns as trustee.

237142

Dated: October 18, 1996

THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES

By: James M. Hebert
James M. Hebert, Vice President

By: _____

9611050516

The trustee has ceased to act as trustee by reason of RESIGNATION the undersigned, who is the present beneficiary under said deed, desires to appoint a new trustee in the place and stead of the trustee named above.

NOW, THEREFORE, in view of the premises, the undersigned hereby appoints FIRST AMERICAN TITLE whose address is 2101 FOURTH AVENUE, SUITE 800, SEATTLE, Washington as successor trustee under said trust deed, to have all the powers of said original trustee, effective forthwith.

IN WITNESS WHEREOF, the undersigned beneficiary has herunto set his hand; if the undersigned is a corporation, it has caused its corporate name to be signed and affixed hereunto by its duly authorized officers

Dated: October 18, 1996

James M. Hebert
James M. Hebert (Beneficiary)

By: _____
(Name-Title)

By: _____
(Name-Title)

STATE OF GEORGIA)

STATE OF WASHINGTON)
COUNTY OF _____) ss

On this _____, 19____ before me, the undersigned, Notary Public

COUNTY OF FULTON)

in and for the State of Washington, duly commissioned and sworn, personally appeared _____ and _____ to me known to be the _____ President and _____ Secretary, respectively of _____ the corporation that executed the foregoing instrument and acknowledged the said instrument to be free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath states that _____ authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

On this day personally appeared before me

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

James M. Hebert
to me known to be the individual described in and who executed the within and foregoing instrument, and acknowl-

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

ledged that James M. Hebert signed the same as Vice President

free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 18th day of October, 1996

Bernice W. Tava
Bernice W. Tava My Commission Expires: December 14, 1996
Notary Public in and for the State of Georgia, residing at
235 Peachtree St., NE, Ste. 1200, Atlanta, GA 30303

961105-0516 11:37:00 AM KING COUNTY RECORDS (01) JMN 3.00

WHEN RECORDED RETURN TO:
BANK OF AMERICA NT & SA
CRESG NO. 1778
5 PARK PLAZA, SUITE 500
IRVINE, CA. 92614
ATTN: CARLA HUDSON/LORA LAKES

9802272817 03-09-11 PM 11:00:00 AM KING COUNTY RECORDS DB 198



CHICAGO TITLE INSURANCE COMPANY

9802272817

DOCUMENT TITLE(S)

1 DEED OF RECONVYANCE Order Number: W9803018
 2
 3 CHICAGO TITLE INS. CO.
 4 REF # W7803018-6

REFERENCE NUMBER(S) OF DOCUMENT ASSIGNED OR RELEASED: 9503176993
 Additional reference numbers on page ____ of document

GRANTOR(S)

1 PACIFIC GULF PROPERTIES, INC.
 2
 3 Additional names on page ____ of document

CHICAGO TITLE INSURANCE COMPANY has checked the document of record as a customer courtesy and accepts no liability for the accuracy or validity of the document.

GRANTEE(S)

1 EQUITABLE DEED COMPANY
 2
 3 Additional names on page ____ of document

ABBREVIATED LEGAL DESCRIPTION:

Lot-Unit:	Block:	Volume:	Page:
Section:	Township:	Range:	Portion:

Plat Name:
 Complete legal description is on page ____ of document

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(S)

Additional Tax Accounts are on page ____ of document

Note: This cover sheet is prepared to conform to the requirements of Chapter 143, Laws of 1996. Nothing on this sheet alters the names, legal description or other information in the attached document. The only purpose of this cover sheet is to assist the auditor in indexing the document in conformance with statute.

The Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein. covers(2-5-97)cm

RECORDING REQUESTED BY AND)
 WHEN RECORDED MAIL TO:)
 Bank of America NT & SA)
 CRESG No. 1778)
 5 Park Plaza, Suite 500)
 Irvine, CA 92614)
 Attn: Carla Hudson)
 Lora Lakes)

Space Above for Recorder's Use

DEED OF RECONVEYANCE

THIS SHOULD BE RECORDED IN COUNTY WHERE DEED OF TRUST IS RECORDED

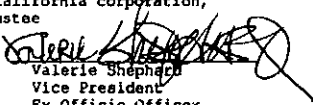
Know All Men By These Presents:

WHEREAS, EQUITABLE DEED COMPANY, a California corporation, trustee under thrt certain Deed of Trust executed by PACIFIC GULF PROPERTIES INC., a Maryland corporation, as Trustor, and recorded on March 17, 1995, in the office of the County Recorder of King County, State of Washington, as Instrument No. 950317-0993, has been requested in writing by the holder of the obligation secured by said Deed of Trust to reconvey the premises therein described;

NOW, THEREFORE, EQUITABLE DEED COMPANY, as said Trustee, does hereby grant, remise, release and reconvey to the person or persons legally entitled thereto, all the estate and interest derived to it, by or through said Deed of Trust, in the lands therein described, together with the appurtenances; special reference being hereby made to said Deed of Trust and the record thereof for a particular description of said lands.

Dated: February 20, 1998

EQUITABLE DEED COMPANY,
 a California corporation,
 trustee

By: 
 Valerie Shephard
 Vice President
 Ex Officio Officer

9802272817

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS:

On February 20, 1998, before me, Phyllis K. Sakamoto personally appeared Valerie Shephard, personally known to me to be the person whose name is subscribed to the within instrument and that she acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



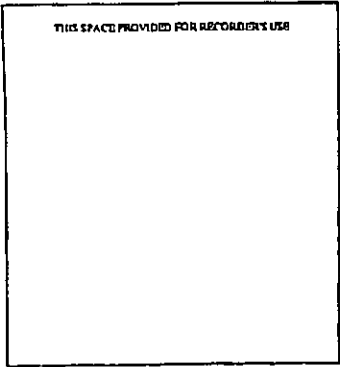
Signature: Phyllis K. Sakamoto
Phyllis K. Sakamoto

9802272817



CHICAGO TITLE INSURANCE COMPANY

w/o



FILED FOR RECORD AT REQUEST OF

CHICAGO TITLE INSURANCE COMPANY
1800 COLUMBIA CENTER, 701 5TH AVENUE
SEATTLE, WASHINGTON 98104

WHEN RECORDED RETURN TO
BANK OF AMERICA NATIONAL SAVINGS ASSN.
PO BOX 2925
COSTA MESA CA 92628-2925

Attn: CATHERINE BECK

Recon No.: 9502874

Reference No.: CTI 428069

FULL RECONVEYANCE

The undersigned as trustee under that certain Deed of Trust, dated June 10, 1994, in which
PACIFIC GULF PROPERTIES, INC., A MARYLAND CORPORATION

9503230683

is grantor and
BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, A NATIONAL BANKING ASSOCIATION

is beneficiary, recorded on June 16, 1994, as Auditor's File No. 9406160909, in Volume of
Mortgages, at page records of KING County, Washington, having received from the beneficiary under
said Deed of Trust a written request to reconvey, reciting that the obligations secured by the Deed of Trust has been fully satisfied,
Does hereby reconvey, without warranty, to the person(s) entitled thereto all of the right, title and interest now held by said trustee
in and to the property described in said Deed of Trust, situated in KING County, Washington, as follows:

AS SET FORTH ON SAID DEED OF TRUST

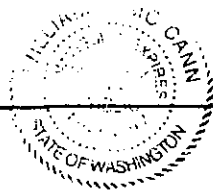
THIS RECONVEYANCE IS BEING EXECUTED WITHOUT SATISFACTION OF THE NOTE BASED UPON THE
REQUEST FROM THE BENEFICIARY.

CHICAGO TITLE INSURANCE COMPANY

CHICAGO TITLE INSURANCE COMPANY (Trustee)

By: *Barbara J. Sandifer*
BARBARA J. SANDIFER
ASSISTANT VICE PRESIDENT

Dated MARCH 22, 1995



STATE OF WASHINGTON)
COUNTY OF KING)

I certify that I know or have satisfactory evidence that BARBARA J. SANDIFER
is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she
was authorized to execute the instrument and acknowledged it as ASSISTANT VICE PRESIDENT of CHICAGO TITLE
INSURANCE COMPANY the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED MARCH 22, 1995

Notary Seal
Notary Public in and for the State of Washington,
residing at SEATTLE, WASHINGTON
My appointment expires

FULLTEXT/5-7793/doc

10

9502231018 01:02:00 PM KING COUNTY RECORDS 004 30 10.00

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Interactive Cable Systems, Inc.
10100 Santa Monica Blvd.
15th Floor
Los Angeles, CA 90067
Attention: President

AGREEMENT FOR EXCLUSIVE LICENSE AND EASEMENT

9502231018

An Exclusive License and Easement has been granted by Pacific Gulf Properties, Inc. ("Grantor") to Interactive Cable Systems, Inc. ("Grantee") under that certain Telephone License Agreement dated January 31, 1995 by and between Grantor and Grantee. The license and easement permits Grantee, among other things, the right to enter upon the Property (as defined in this Agreement) to construct, install, impact, maintain, alter, substitute, improve, repair, service operate and remove any Telephone System (as defined in this Agreement) equipment, to engage in any other act or activity contemplated by the Agreement and to do all other things in connection with the operation of the Telephone System at such times as Grantee determines in its discretion. The easement runs with the land and terminates sixty (60) days following the termination of the Agreement. As used in the Agreement, the term "Property" means the real property consisting of approximately 234 apartments, condominiums, co-operative apartments, or other similar residential or commercial dwelling units located in City of Burien, County of King, State of Washington at the address commonly known as 15001 Des Moines Memorial Drive and more particularly described on Exhibit A attached hereto and incorporated herein by reference.

In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of the Agreement for Exclusive License and Easement, the Agreement shall control. The parties agree that the sole purpose of this Agreement for Exclusive License and Easement is to provide notice of the Agreement.

Executed this 31 day of January, 1995.

GRANTOR Pacific Gulf Properties, Inc.
a Maryland Corp

Grantee Interactive Cable Systems, Inc.
a California Corporation

By: Robert A. Dewey

By: Paul Nader

Its: Vice President

Its: EVP

Print Name: Robert A. Dewey

Print Name: PAUL NADER

Print Title: Vice President

Print Title: EVP

STATE OF California
COUNTY OF Los Angeles

On Feb. 21, 1995, before me, Candace Y. Hollis,
personally appeared Paul Nodel, personally known to me
(or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledge to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument and the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature Candace Y. Hollis



9502231018

STATE OF _____
COUNTY OF _____

On _____, 1995, before me, _____,
personally appeared _____, personally known to me
(or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledge to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument and the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature _____ (seal)

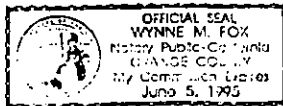
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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State of CALIFORNIA
County of ORANGE

On January 31, 1995 before me, Wynne M. Fox, Notary Public
personally appeared Robert A. Dewey

[X] personally known to me - OR - [] proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Signature of Wynne M. Fox, Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- Individual, Corporate Officer (checked), Vice President, Partner(s), Limited, Attorney-in-fact, Trustee(s), Guardian/conservator, Other.

DESCRIPTION OF ATTACHED DOCUMENT

Agreement for Exclusive License and Easement

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

January 31, 1995

DATE OF DOCUMENT

SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(ES)

PACIFIC GULF PROPERTIES INC.

SIGNER(S) OTHER THAN NAMED ABOVE

9503231018

EXHIBIT A

LEGAL DESCRIPTION

Property Name: Lora Lake
 Address: 15001 Des Moines Memorial Drive
 City: Burien County: King
 State: Washington Zip Code: 98148

The legal description is as follows:

PARCEL E:

THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 4 EAST W.M., DESCRIBED AS FOLLOWS:

9503231018

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF DES MOINES WAY SOUTH, (BEING 30.00 FEET NORTHWESTERLY, OR WHEN MEASURED AT RIGHT ANGLES TO, THE CENTERLINE THEREOF) AND THE NORTH LINE OF THE SOUTH 440.00 FEET OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4;
 THENCE NORTHEASTERLY, ALONG SAID NORTHWESTERLY LINE, TO A POINT OPPOSITE HIGHWAY ENGINEER'S STATION (HEREINAFTER REFERRED TO AS HES) 240+75 ON THE DES MOINES WAY LINE SURVEY OF SR 518, RIVERTON HEIGHTS (SR 509 TO SR5) AND 30.00 FEET NORTHWESTERLY THEREFROM;
 THENCE NORTHEASTERLY TO A POINT OPPOSITE HES 240+23 ON SAID DES MOINES WAY LINE SURVEY AND 50 FEET NORTHWESTERLY THEREFROM;
 THENCE NORTHEASTERLY, PARALLEL WITH SAID DES MOINES WAY LINE SURVEY, TO A POINT ON A LINE DRAWN PARALLEL WITH AND 125 FEET SOUTHERLY, WHEN MEASURED AT RIGHT ANGLES FROM, THE SR 518 LINE SURVEY OF SAID HIGHWAY;
 THENCE SOUTHWESTERLY, ALONG SAID PARALLEL LINE, TO A POINT OPPOSITE HES 44+50 THEREON;
 THENCE NORTHWESTERLY TO A POINT OPPOSITE HES 43+50 ON SAID SR 518 LINE SURVEY AND 100 FEET SOUTHEASTERLY THEREFROM;
 THENCE SOUTHWESTERLY, PARALLEL WITH SAID SR 518 LINE SURVEY, TO A POINT OPPOSITE HES 40+50 THEREON;
 THENCE SOUTHWESTERLY TO A POINT OPPOSITE HES 39+00 ON SAID SR 518 LINE SURVEY AND 125 FEET SOUTHEASTERLY THEREFROM;
 THENCE SOUTHWESTERLY, PARALLEL WITH SAID SR 518 LINE SURVEY, TO A POINT ON THE EAST LINE OF 8TH AVENUE SOUTH;
 THENCE SOUTHERLY, ALONG SAID EAST LINE, TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4;
 THENCE EASTERLY, ALONG SAID NORTH LINE, TO THE EAST LINE OF THE WEST 1/4 OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4;
 THENCE SOUTHERLY, ALONG SAID EAST LINE, TO THE NORTH LINE OF THE SOUTH 521.5 FEET OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4;
 THENCE EASTERLY, ALONG SAID NORTH LINE, A DISTANCE OF 5.99 FEET TO THE EAST LINE OF THE WEST 330.00 FEET OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4;
 THENCE SOUTHERLY, ALONG SAID EAST LINE OF THE WEST 330.00 FEET OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4, TO AN INTERSECTION WITH THE NORTH LINE OF THE SOUTH 440.00 FEET OF SAID SUBDIVISION;
 THENCE EASTERLY, ALONG SAID NORTH LINE, TO THE POINT OF BEGINNING;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Interactive Cable Systems, Inc.
10100 Santa Monica Blvd.
Suite 1500
Los Angeles, CA 90067

RECEIVED
MAR 23 1995
KING COUNTY
RECORDER

9503231017 011000 PM KING COUNTY RECORDS DIV 19

10.00

MEMORANDUM OF AGREEMENT AND QUITCLAIM

As Exclusive Cable Television Agreement has been entered into by Pacific Gulf Properties, Inc. ("Grantor") and Interactive Cable Systems, Inc. ("Grantee"), dated February 2, 1995. Grantor grants a license and easement which permits Grantee, among other things, the right to enter upon the Property (as defined below) to construct, install, inspect, maintain, alter, substitute, improve, repair, replace, service, operate and remove any System Equipment (as defined in the Agreement), to engage in any other act or activity contemplated by the Agreement and to do all other things in connection with the operation of the System (as defined in the Agreement) at such times as Grantee determines in its discretion. The license and easement runs with the land and terminates on the termination of the Agreement. As used in the Agreement, the term "Property" means the real property consisting of approximately 234 apartments, condominiums, cooperative apartments or similar residential or commercial dwelling units located in Burien, County of King, State of Washington, at the address commonly known as: 15001 Des Moines Way South, as described on Exhibit A.

In the event of any conflict between the terms and conditions of this Agreement for Exclusive License and Easement and the terms and conditions of the Agreement, the Agreement shall control. The parties agree that the sole purpose of this Agreement for Exclusive License and Easement is to provide notice of the Agreement. Grantee, as successor-in-interest to Satellite Scanners, Inc., hereby agrees that the easement granted by Owner pursuant to that certain Commercial Easement and Right of Entry Agreement, recorded June 16, 1987 as Doc. No. 87-061 61302 in the Official Records of King County, Washington is hereby terminated as of the Effective Date referred to in the Agreement, such easement being superseded by the easement referred to above.

Executed this 2nd day of February, 1995.

GRANTOR: Pacific Gulf Properties, Inc. a Maryland Corporation
GRANTEE: Interactive Cable Systems, Inc. a California corporation

By Robert A. Doney
Its Vice President

By PAUL NADEZ
Its EVP

Print Name Robert A. Doney
Print Title Vice President

Print Name PAUL NADEZ
Print Title EVP

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STATE OF _____

COUNTY OF _____

On _____, 1995, before me, _____, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument and the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature _____ (seal)

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STATE OF California
COUNTY OF Los Angeles

On Feb. 07, 1995, before me, Candace Y. Hollis, personally appeared Paul Nadel, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument and the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature Candace Y. Hollis



EXHIBIT A

LEGAL DESCRIPTION

Property Name: Lora Lake Apartments
 Address: 15001 Des Moines Way South
 City: Burten County: King
 State: Washington Zip Code: 98168

The legal description is as follows:

PARCEL E:

THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 4 EAST W.M., DESCRIBED AS FOLLOWS:

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BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF DES MOINES WAY SOUTH, (BEING 30.00 FEET NORTHWESTERLY, OF WHEN MEASURED AT RIGHT ANGLES TO, THE CENTERLINE THEREOF) AND THE NORTH LINE OF THE SOUTH 440.00 FEET OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4:
 THENCE NORTHEASTERLY, ALONG SAID NORTHWESTERLY LINE, TO A POINT OPPOSITE HIGHWAY ENGINEER'S STATION (HEREINAFTER REFERRED TO AS HES) 240+75 ON THE DES MOINES WAY LINE SURVEY OF SR 518, RIVERTON HEIGHTS (SR 309 TO SR5) AND 30.00 FEET NORTHWESTERLY THEREFROM:
 THENCE NORTHEASTERLY TO A POINT OPPOSITE HES 240+25 ON SAID DES MOINES WAY LINE SURVEY AND 50 FEET NORTHWESTERLY THEREFROM:
 THENCE NORTHEASTERLY, PARALLEL WITH SAID DES MOINES WAY LINE SURVEY, TO A POINT ON A LINE DRAWN PARALLEL WITH AND 125 FEET SOUTHERLY, WHEN MEASURED AT RIGHT ANGLES FROM, THE SR 518 LINE SURVEY OF SAID HIGHWAY:
 THENCE SOUTHWESTERLY, ALONG SAID PARALLEL LINE, TO A POINT OPPOSITE HES 44+50 THEREON:
 THENCE NORTHWESTERLY TO A POINT OPPOSITE HES 43+50 ON SAID SR 518 LINE SURVEY AND 100 FEET SOUTHEASTERLY THEREFROM:
 THENCE SOUTHWESTERLY, PARALLEL WITH SAID SR 518 LINE SURVEY, TO A POINT OPPOSITE HES 40+50 THEREON:
 THENCE SOUTHWESTERLY TO A POINT OPPOSITE HES 39+00 ON SAID SR 518 LINE SURVEY AND 125 FEET SOUTHEASTERLY THEREFROM:
 THENCE SOUTHWESTERLY, PARALLEL WITH SAID SR 518 LINE SURVEY, TO A POINT ON THE EAST LINE OF 8TH AVENUE SOUTH:
 THENCE SOUTHERLY, ALONG SAID EAST LINE, TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4:
 THENCE EASTERLY, ALONG SAID NORTH LINE, TO THE EAST LINE OF THE WEST 1/4 OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4:
 THENCE SOUTHERLY, ALONG SAID EAST LINE, TO THE NORTH LINE OF THE SOUTH 521.5 FEET OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4:
 THENCE EASTERLY, ALONG SAID NORTH LINE, A DISTANCE OF 5.99 FEET TO THE EAST LINE OF THE WEST 330.00 FEET OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4:
 THENCE SOUTHERLY, ALONG SAID EAST LINE OF THE WEST 330.00 FEET OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4, TO AN INTERSECTION WITH THE NORTH LINE OF THE SOUTH 440.00 FEET OF SAID SUBDIVISION:
 THENCE EASTERLY, ALONG SAID NORTH LINE, TO THE POINT OF BEGINNING:

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

(b) all buildings, structures and improvements now located or later to be constructed on the Land (the "Improvements"); and

(c) all existing and future appurtenances, privileges, rights, easements and tenements of the Land, including all minerals, oil, gas, other hydrocarbons and any other commercially valuable substances which may be in, under or produced from any part of the Land, all water and water rights (whether or not appurtenant), and any land lying in the streets, roads or avenues, open or proposed, in front of or adjoining the Land and Improvements; and

(d) all rents, income, revenues, issues and profits of or from the Land or the Improvements; and

(e) all Fixtures (as that term is hereinafter defined); and

(f) all proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any of the Land, the Improvements or the other property described above into cash or liquidated claims, including proceeds of all present and future fire, hazard or casualty insurance policies and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any damage or injury to the Land, the Improvements or the other property described above or any part of them, or breach of warranty in connection with the construction of the Improvements, including causes of action arising in tort, contract, fraud or concealment of a material fact; and

(g) all additions and accretions to, substitutions and replacements for, and changes in any of the property described above.

1.2 **Secured Obligations.** Trustor makes the grant, conveyance, transfer and assignment set forth in Section 1.1, makes the irrevocable and absolute assignment set forth in Article 2, and grants the security interest set forth in Article 3, all for the purpose of securing the following obligations in any order of priority that Beneficiary may choose (collectively, the "Secured Obligations;" individually, a "Secured Obligation"):

(a) payment of all obligations at any time owing under a promissory note (the "Note") dated as of even date herewith, payable by Trustor as maker in the

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stated principal amount of Fifteen Million and No/100 Dollars (\$15,000,000.00) to the order of Beneficiary; and

(b) payment and performance of all obligations of Trustor under this Deed of Trust; and

(c) payment and performance of all obligations of Trustor under a term loan agreement executed as of even date herewith by Trustor as "Borrower" and Beneficiary as "Bank" (the "Loan Agreement") and under any "Loan Documents" as defined in the Loan Agreement; provided that this Deed of Trust does not secure any Loan Document that is expressly stated to be unsecured; and

(d) payment and performance of all future advances and other obligations that Trustor or any successor in ownership of all or part of the Property may agree to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Beneficiary, when a writing evidences the parties' agreement that the advance or obligation be secured by this Deed of Trust. All such advances or obligations required shall, to the fullest extent permitted by law, have the same priority as if advanced on the date this deed of trust is recorded; and

(e) payment and performance of all modifications, amendments, extensions, and renewals, however evidenced, of any of the Secured Obligations.

All persons who may have or acquire an interest in all or any part of the Property will be considered to have notice of, and will be bound by, the terms of the Secured Obligations and each agreement or instrument made or entered into in connection with each of the Secured Obligations.

1.3 Non-Agricultural Use. Trustor represents and warrants to Beneficiary that the Property is not used principally for agricultural or farming purposes.

2. Assignment of Lessor's Interest in Leases and Assignment of Rents.

2.1 Absolute Assignment. Trustor hereby irrevocably, absolutely, presently and unconditionally assigns to Beneficiary:

(a) all of Trustor's right, title and interest in, to and under any and all leases, licenses and other agreements of any kind relating to the use or occupancy of all or any portion of the Property, whether now in effect or entered into in the future (collectively, the "Leases," individually, a "Lease"), including (i) all guarantees of

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and security for lessees' performance under any and all Leases, and (ii) all amendments, extensions, renewals or modifications to any Leases; and

(b) all rents (and payments in lieu of rents), income, profit, payments and revenue at any time payable under any and all Leases, any and all security deposits received or to be received by Trustor pursuant to any and all Leases, and all rights and benefits accrued or to accrue to Trustor under any and all Leases (collectively "Rents").

THIS IS AN ABSOLUTE ASSIGNMENT, NOT AN ASSIGNMENT FOR SECURITY ONLY.

2.2 Grant of License. Beneficiary hereby confers upon Trustor an exclusive license (the "License") to collect and retain the Rents as they become due and payable, so long as no Event of Default, as defined in Section 7.1, shall exist and be continuing. If an Event of Default has occurred and is continuing, Beneficiary shall have the right, which it may choose to exercise in its sole discretion, to terminate the License without notice to or demand upon Trustor, and without regard to the adequacy of Beneficiary's security under this Deed of Trust.

2.3 Collection and Application of Rents. Subject to the License granted to Trustor under Section 2.2, Beneficiary has the right, power and authority to collect any and all Rents. Trustor hereby appoints Beneficiary its attorney-in-fact to perform any and all of the following acts, if and at the times when Beneficiary in its sole discretion may so choose:

(a) demand, receive and enforce payment of any and all Rents; or

(b) give receipts, releases and satisfactions for any and all Rents; or

(c) sue either in the name of Trustor or in the name of Beneficiary for any and all Rents.

Beneficiary's right to the Rents does not depend on whether or not Beneficiary takes possession of the Property as permitted under Section 7.2(c). In Beneficiary's sole discretion, it may choose to collect Rents either with or without taking possession of the Property. If an Event of Default occurs while Beneficiary is in possession of all or part of the Property and is collecting and applying Rents as permitted under this Deed of Trust, Beneficiary, Trustee and any receiver shall nevertheless be entitled to exercise and invoke every right and remedy afforded any of them under this

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Deed of Trust and at law or in equity, including the right to exercise the power of sale granted under Section 1.1 and Section 7.2(g).

2.4 **Notice.** All lessees under any and all Leases are hereby irrevocably authorized and notified by Trustor to rely upon and to comply with (and shall be fully protected in so doing) any notice or demand by Beneficiary for the payment to Beneficiary of any rental or other sums which may at any time become due under the Leases, or for the performance of any of lessees' undertakings under the Leases, and lessees shall have no right or duty to inquire as to whether any Event of Default has actually occurred or is then existing hereunder.

2.5 **Proceeds.** Beneficiary shall have the right to apply all amounts received by it pursuant to this assignment to pay any of the following in such amounts and in such order as Lender shall deem appropriate: (a) any and all Secured Obligations, together with all costs and attorneys' fees; (b) all expenses of leasing, operating, maintaining and managing the Property, including without limitation, the salaries, fees, commissions and wages of a managing agent and such other employees, agents or independent contractors as Beneficiary deems necessary or desirable; (c) all taxes, charges, claims, assessments, any other liens, and premiums for all insurance Beneficiary deems necessary or desirable; (d) the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Property.

2.6 **Beneficiary Not Responsible.** Regardless of whether or not Beneficiary, in person or by agent, takes actual possession of the Land and the Improvements, Beneficiary is not and shall not be deemed to be:

- (a) a "mortgagee in possession" for any purpose; or
- (b) responsible for performing any of the obligations of Trustor under any Lease; or
- (c) responsible for any waste committed by lessees or any other parties, any dangerous or defective condition of the Property, or any negligence in the management, upkeep, repair or control of the Property; or
- (d) liable in any manner for the Property or the use, occupancy, enjoyment or operation of all or any part of it.

2.7 **Leasing.** Trustor shall not accept any deposit or prepayment of Rents for any rental period exceeding one (1) month without Beneficiary's prior written consent. Trustor

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shall not lease the Property or any part of it except strictly in accordance with the Loan Agreement. Trustor shall apply all Rents in the manner required by the Loan Agreement.

3. Grant of Security Interest.

3.1 Grant of Security Interest. Trustor grants to Beneficiary a security interest in, and pledges and assigns to Beneficiary, all of Trustor's right, title and interest now or hereafter acquired in and to all of the following described personal property (collectively, the "Personalty") as security for the payment and performance of the Secured Obligations:

(a) all tangible personal property of every kind and description, whether now existing or later acquired, including, without limitation, all goods, materials, supplies, tools, books, records, chattels, furniture, fixtures, equipment and machinery, and, without limiting the generality of any of the foregoing classifications, including any and all fire sprinkler, alarm, trash compaction, security, heating, ventilation and air conditioning, electrical, plumbing and any other utility, life safety or maintenance system and any and all components or units thereof, and in all cases whether attached to, placed in or on, or used in connection with the use, enjoyment, occupancy or operation of all or any part of, the Land and the Improvements, whether stored on the Land or elsewhere; and

(b) all rights to the payment of money, reserves, deferred payments, refunds, savings and deposits, whether now or later to be received from third parties (including all earnest money sales deposits) or deposited by Trustor with third parties (including all utility deposits), accounts (provided, however, this Deed of Trust does not create a lien on accounts receivable, other than accounts receivable constituting Rents, arising in the ordinary course of the business conducted by Trustor on the Property), contract rights, money, instruments, documents and chattel paper; and

(c) all general intangibles (to the extent not included under clause (b) above) relating to the Land, the Improvements, and/or any business now or later to be conducted thereon by Trustor, including, without limitation, all permits, licenses and goodwill, all books, records and files, including, without limitation, computer readable memory and data and any computer software or hardware reasonably necessary to access and process such memory and data, all architectural and engineering plans, specifications and drawings, and as-built drawings, which arise from or relate to the Land, the Improvements, and/or

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(M - Holly Ridge)

any of the foregoing property described in this Section 3.1, all claims to or demands for the voluntary or involuntary conversion of any of the Land, the Improvements or the other property described above into cash or liquidated claims, all proceeds of present and future fire, hazard or casualty insurance policies, all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any damage or injury to the Land, the Improvements or the other property described above or any part of them, or breach of warranty in connection with the construction of the Improvements, including causes of action arising in tort, contract, fraud or concealment of a material fact; and

(d) all substitutions, replacements, additions, accessions and proceeds for or to any of the foregoing property described in this Section 3.1.

3.2 Financing Statements. Trustor shall execute one or more financing statements and such other documents as Beneficiary may from time to time require to perfect or continue the perfection of Beneficiary's security interest in any Personality. Trustor shall pay all fees and costs that Beneficiary may incur in filing such documents in public offices and in obtaining such record searches as Beneficiary may reasonably require. In case Trustor fails to execute any financing statements or other documents for the perfection or continuation of any security interest, Trustor hereby appoints Beneficiary as its true and lawful attorney-in-fact to execute any such documents on its behalf. If any financing statement or other document is filed in the records normally pertaining to personal property, that filing shall never be construed as in any way derogating from or impairing this Deed of Trust or the rights or obligations of the parties under it.

3.3 Possession and Use of Collateral. Except as otherwise provided in this Deed of Trust or the Loan Agreement, so long as no Event of Default exists hereunder, Trustor may possess, use, transfer and dispose of any of the Personality in the ordinary course of Trustor's business.

3.4 Security Agreement. This Deed of Trust constitutes a security agreement under the Washington Uniform Commercial Code, RCW 62A.9-101 et seq., covering all Personality.

4. Pixture Filing.

4.1 Pixture Filing: Description of Fixtures. This Deed of Trust constitutes a fixture filing under RCW 62A.9-402(b) of

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the Washington Uniform Commercial Code, as amended or recodified from time to time, and covers property which includes goods which are or are to become fixtures on the Property. "Fixtures" shall include all articles of personal property now or hereafter attached to, placed upon for an indefinite term or used in connection with said real property, appurtenances and improvements, together with all goods and other property which are or at any time become so related to the Property that an interest in them arises under real estate law.

5. Rights and Duties of the Parties.

5.1 Representations and Warranties. Trustor warrants that, except as previously disclosed to Beneficiary in a writing making reference to this warranty:

- (a) Trustor lawfully possesses and holds fee simple title to all of the Land and Improvements;
- (b) Trustor has or will have good title to all Property other than the Land and Improvements;
- (c) Trustor has the full and unlimited power, right and authority to encumber the Property;
- (d) subject to the title exceptions which have been approved by Beneficiary, this Deed of Trust creates a first and prior lien on the Property;
- (e) the Property includes all property and rights which may be reasonably necessary or desirable to enable Trustor to use, enjoy and operate the Land and the Improvements for the present uses thereof; and
- (f) Trustor owns any Property which is personal property free and clear of any security agreements, reservations of title or conditional sales contracts, and there is no presently effective financing statement affecting such personal property on file in any public office.

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5.2 Performance of Secured Obligations. Trustor shall promptly pay and perform each Secured Obligation in accordance with its terms.

5.3 Taxes and Assessments.

- (a) Trustor shall pay prior to delinquency all ad valorem real and personal property taxes, levies, local improvement district assessments, stormwater management charges, and any other charges and assessments

(individually and collectively, an "Imposition"), imposed by any public or quasi-public authority or utility company which are (or if not paid, may become) a lien on all or part of the Property or any interest in it, or which may cause any decrease in the value of the Property or any part of it. If any such Imposition becomes delinquent, Beneficiary may require Trustor to present evidence that they have been paid in full, on ten (10) days' written notice by Beneficiary to Trustor. Notwithstanding the foregoing provisions of this Section 5.3, Trustor may, at its expense, contest the validity or application of any Imposition by appropriate legal proceedings promptly initiated and conducted in good faith and with due diligence, provided that (i) Beneficiary is reasonably satisfied that neither the Property nor any part thereof or interest therein will be in danger of being sold, forfeited, or lost as a result of such contest, and (ii) Trustor shall have posted a bond or furnished such other security as may be reasonably required from time to time by Beneficiary.

(b). During the continuance of an Event of Default (as that term is defined in Section 7.1 hereof), Trustor will pay monthly to Beneficiary an amount equal to one-twelfth (1/12th) of the annual cost of any real property taxes and any assessments constituting a lien on the Property, together with an amount equal to the estimated next premiums for hazard and other required insurance. These funds will be held by Beneficiary (and may be commingled with other funds of Beneficiary) without interest and will be released to Trustor for payment of Impositions and insurance premiums, or directly applied to such costs by Beneficiary, as Beneficiary may elect.

5.4 Liens, Charges and Encumbrances. Trustor shall immediately discharge any lien on the Property which Beneficiary has not consented to in writing. Trustor shall pay when due each obligation secured by or reducible to a lien, charge or encumbrance which now does or later may encumber or appear to encumber all or part of the Property or any interest in it, whether the lien, charge or encumbrance is or would be senior or subordinate to this Deed of Trust. Notwithstanding the foregoing provisions of this Section 5.4, Trustor may, at its expense, contest the validity or application of any such lien or obligation by appropriate legal proceedings promptly initiated and conducted in good faith and with due diligence, provided that (a) Beneficiary is reasonably satisfied that neither the Property nor any part thereof or interest therein will be in danger of being sold, forfeited, or lost as a result of such contest, and (b) Trustor shall have posted a bond or furnished such other security as may be reasonably required from time to time by Beneficiary.

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5.5 Damages and Insurance and Condemnation Proceeds.

(a) Trustor hereby absolutely and irrevocably assigns to Beneficiary, and authorizes the payor to pay to Beneficiary, the following claims, causes of action, awards, payments and rights to payment (provided, however, in the event any such compensation is \$200,000 or less and no Event of Default then exists hereunder, such compensation shall be paid directly to Trustor):

(i) all awards of damages and all other compensation payable directly or indirectly because of a condemnation, proposed condemnation or taking for public or private use which affects all or part of the Property or any interest in it; and

(ii) all other awards, claims and causes of action, arising out of any warranty affecting all or any part of the Property, or for damage or injury to or decrease in value of all or part of the Property or any interest in it; and

(iii) all proceeds of any insurance policies payable because of loss sustained to all or part of the Property; and

(iv) all interest which may accrue on any of the foregoing.

(b) Trustor shall immediately notify Beneficiary in writing if:

(i) any damage occurs or any injury or loss is sustained, in the amount of \$100,000 or more, to all or any part of the Property, or any action or proceeding relating to any such damage, injury or loss is commenced; or

(ii) any offer is made, or any action or proceeding is commenced, which relates to any actual or proposed condemnation or taking of all or part of the Property.

If Beneficiary chooses to do so, it may in its own name appear in or prosecute any action or proceeding to enforce any cause of action based on warranty, or for damage, injury or loss to all or part of the Property, and it may make any compromise or settlement of the action or proceeding. Beneficiary, if it so chooses, may participate in any action or proceeding relating to condemnation or taking of all or part of the Property, and may join Trustor in adjusting any loss covered by insurance.

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(c) Except as provided in Section 5.5(a) above, all proceeds of these assigned claims and all other property and rights which Trustor may receive or be entitled to shall be paid to Beneficiary. In each instance, Beneficiary shall apply those proceeds first toward reimbursement of all of Beneficiary's costs and expenses of recovering the proceeds, including reasonable attorneys' fees. If, in any instance, each and all of the following conditions are satisfied in Beneficiary's reasonable judgment, Beneficiary shall permit Trustor to use the balance of the proceeds ("Net Claims Proceeds") to pay costs of repairing or reconstructing the Property:

(i) the plans and specifications, cost breakdown, construction contract, construction schedule, contractor and payment and performance bond for the work of repair or reconstruction must all be acceptable to Beneficiary; and

(ii) Beneficiary must receive evidence satisfactory to it that after repair or reconstruction, the Property would be at least as valuable as it was immediately before the damage or condemnation occurred; and

(iii) the Net Claims Proceeds must be sufficient in Beneficiary's determination to pay for the total cost of repair or reconstruction, including all associated development costs and interest projected to be payable on the Secured Obligations until the repair or reconstruction is complete; or Trustor must provide its own funds in an amount equal to the difference between the Net Claims Proceeds and a reasonable estimate, made by Trustor and found acceptable by Beneficiary, of the total cost of repair or reconstruction; and

(iv) no Event of Default shall have occurred and be continuing.

(d) If Beneficiary finds that the foregoing conditions are met, Beneficiary shall hold the Net Claims Proceeds and any funds which Trustor is required to provide in an interest-bearing account and shall disburse them to Trustor to pay costs of repair or reconstruction upon presentation of evidence reasonably satisfactory to Beneficiary that repair or reconstruction has been completed satisfactorily and lien-free. However, if Beneficiary finds that one or more of the foregoing conditions are not satisfied, it may apply the Net Claims Proceeds to pay or prepay (without premium) some or all of

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the Secured Obligations in such order and proportions as it in its sole discretion may choose.

5.6 Maintenance and Preservation of Property.

(a) Trustor shall insure the Property as required by the Loan Agreement and keep the Property in good condition and repair.

(b) Trustor shall not, except to the extent that the value of the Property, or any part thereof, is not materially impaired, remove or demolish the Property or any part of it, or except to the extent that the value of the Property, or any part thereof, is not materially impaired, alter, restore or add to the Property, or initiate or allow any change in any zoning or other land use classification which affects the Property or any part of it, except as permitted or required by the Loan Agreement or with Beneficiary's express prior written consent in each instance.

(c) If all or part of the Property becomes damaged or destroyed, Trustor shall promptly and completely repair and/or restore the Property in a good and workmanlike manner in accordance with sound building practices, provided that if Beneficiary does not disburse such insurance proceeds or other sums to pay costs of the work of repair or reconstruction under Section 5.5, the obligation of Trustor to make repairs hereunder shall be reduced to the extent of such non-disbursement (provided that if Beneficiary does disburse such proceeds, Trustor shall pay any shortfall in reconstruction and repair costs as specified in Section 5.5(c)(iii)).

(d) Trustor shall not commit or allow any waste of the Property.

(e) Trustor shall perform all other acts which from the character or use of the Property may be reasonably necessary to maintain and preserve its value and utility.

5.7 Release, Extensions, Modifications and Additional Security.

(a) From time to time, Beneficiary may perform any of the following acts without incurring any liability or giving notice to any person:

(i) release any person liable for payment of any Secured Obligation;

(ii) extend the time for payment, or otherwise alter the terms of payment, of any Secured Obligation;

(iii) accept additional real or personal property of any kind as security for any Secured Obligation, whether evidenced by deeds of trust, mortgages, security agreements or any other instruments of security; or

(iv) alter, substitute or release any property securing the Secured Obligations.

(b) From time to time when requested to do so by Beneficiary in writing, Trustee may perform any of the following acts without incurring any liability or giving notice to any person:

(i) consent to the making of any plat or map of the Property or any part of it;

(ii) join in granting any easement or creating any restriction affecting the Property;

(iii) join in any subordination or other agreement affecting this Deed of Trust or the lien of it; or

(iv) reconvey the Property or any part of it without any warranty.

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5.8 Reconveyance. When all of the Secured Obligations have been paid and performed in full, Beneficiary shall request Trustee in writing to reconvey the Property, and shall surrender this Deed of Trust and all notes and instruments evidencing the Secured Obligations to Trustee. When Trustee receives Beneficiary's written request for reconveyance and all fees and other sums owing to it by Trustor under Section 5.9, Trustee shall reconvey the Property, or so much of it as is then held under this Deed of Trust, without warranty to the person or persons legally entitled to it. That person or those persons shall pay any costs of recordation. In the reconveyance, the grantee may be described as "the person or persons legally entitled thereto," and the recitals of any matters or facts shall be conclusive proof of their truthfulness. Neither Beneficiary nor Trustee shall have any duty to determine the rights of persons claiming to be rightful grantees of any reconveyance.

5.9 Compensation, Exculpation, Indemnification.

(a) Trustor agrees to pay fees in the maximum amounts legally permitted, or reasonable fees as may be

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charged by Beneficiary and Trustee when the law provides no maximum limit, for any services that Beneficiary or Trustee may render in connection with this Deed of Trust, including Beneficiary's providing a statement of the Secured Obligations or Trustee's rendering of services in connection with a reconveyance. Trustor shall also pay or reimburse all of Beneficiary's and Trustee's costs and expenses which may be incurred in rendering any such services. Subject to Section 7.4 of the Loan Agreement, Trustor further agrees to pay or reimburse Beneficiary for all costs, expenses and other advances which may be incurred or made by Beneficiary or Trustee in any efforts to enforce any terms of this Deed of Trust, including any rights or remedies afforded to Beneficiary or Trustee or both of them under Section 7.2, whether any lawsuit is filed or not, or in defending any action or proceeding arising under or relating to this Deed of Trust, including attorneys' fees and other legal costs, costs of any Foreclosure Sale (as defined in Section 7.2(h)) and any cost of evidence of title. If Beneficiary chooses to dispose of Property through more than one Foreclosure Sale, Trustor shall pay all costs, expenses or other advances that may be incurred or made by Trustee or Beneficiary in each of those Foreclosure Sales.

(b) Beneficiary shall not be directly or indirectly liable to Trustor or any other person as a consequence of any of the following:

(i) Beneficiary's exercise of or failure to exercise any rights, remedies or powers granted to it in this Deed of Trust;

(ii) Beneficiary's failure or refusal to perform or discharge any obligation or liability of Trustor under any agreement related to the Property or under this Deed of Trust; or

(iii) any loss sustained by Trustor or any third party resulting from Beneficiary's failure to lease the Property, or from any other act or omission of Beneficiary in managing the Property, after an Event of Default, unless the loss is caused by the wilful misconduct or gross negligence of Beneficiary.

Trustor hereby expressly waives and releases all liability of the types described above, and agrees that no such liability shall be asserted against or imposed upon Beneficiary.

(c) Trustor agrees to indemnify Trustee and Beneficiary against and hold them harmless from all losses, damages, liabilities, claims, causes of action,

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judgments, court costs, attorneys' fees and other legal expenses, cost of evidence of title, cost of evidence of value, and other costs and expenses which either may suffer or incur:

(i) in performing any act required or permitted by this Deed of Trust or any of the other Loan Documents or by law;

(ii) because of any failure of Trustor to perform any of the Secured Obligations; or

(iii) because of any alleged obligation of or undertaking by Beneficiary to perform or discharge any of the representations, warranties, conditions, covenants or other obligations of Trustor in any document relating to the Property other than the Loan Documents, unless such liability is caused by the willful misconduct or gross negligence of Beneficiary or Trustee.

This agreement by Trustor to indemnify Trustee and Beneficiary shall survive the release and cancellation of any or all of the Secured Obligations and the full or partial release and/or reconveyance of this Deed of Trust.

(d) Trustor shall pay all obligations to pay money arising under this Section 5.9 immediately upon demand by Trustee or Beneficiary. Each such obligation shall be added to, and considered to be part of, the principal of the Note, and shall bear interest from the date the obligation arises at the rate then being applied to the principal balance of the Note.

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5.10 Defense and Notice of Claims and Actions. At Trustor's sole expense, Trustor shall protect, preserve and defend the Property and title to and right of possession of the Property, and the security of this Deed of Trust and the rights and powers of Beneficiary and Trustee created under it, against all adverse claims. Trustor shall give Beneficiary and Trustee prompt notice in writing if any claim is asserted which does or could affect any of these matters, or if any action or proceeding is commenced which alleges or relates to any such claim.

5.11 Substitution of Trustee. From time to time, Beneficiary may substitute a successor to any Trustee named in or acting under this Deed of Trust in any manner now or later to be provided at law, or by a written instrument executed and acknowledged by Beneficiary and recorded in the office(s) of the recorder(s) of the county or counties where the Land and Improvements are situated. Any such instrument shall be conclusive proof of the proper substitution of the successor

Trustee, who shall automatically upon recordation of the instrument succeed to all estate, title, rights, powers and duties of the predecessor Trustee, without conveyance from it.

5.12 Subrogation. Beneficiary shall be subrogated to the liens of all encumbrances, whether released of record or not, which are discharged in whole or in part by Beneficiary in accordance with this Deed of Trust or with the proceeds of any loan secured by this Deed of Trust.

5.13 Site Visits, Observation and Testing. Beneficiary and its agents and representatives shall have the right to enter and visit the Property at any reasonable time for the purposes of observing it, performing appraisals, taking and removing soil or groundwater samples, and conducting tests on any part of it, as provided in the Loan Agreement.

6. Accelerating Transfers.

6.1 Acceleration Upon Sale or Encumbrance. Trustor agrees that Trustor shall not, without the prior written consent of Beneficiary (which consent may be withheld in Beneficiary's sole discretion), make or permit, whether voluntarily or involuntarily by operation of law or otherwise, any Accelerating Transfer. If any Accelerating Transfer occurs, Beneficiary in its sole discretion may declare all of the Secured Obligations to be immediately due and payable, and Beneficiary and Trustee may invoke any rights and remedies provided by Article 7 of this Deed of Trust.

6.2 Accelerating Transfers. "Accelerating Transfer" means any sale, contract to sell, conveyance, encumbrance, pledge, mortgage, lease not expressly permitted under this Deed of Trust or the Loan Agreement, or other transfer of all or any material part of the Property or any interest in it, whether voluntary, involuntary, by operation of law or otherwise, other than a sale or refinancing permitted by Section 1.5 of the Loan Agreement as to which the release price required therein has been paid to Beneficiary or a sale permitted by Section 1.6 of the Loan Agreement. If Trustor is a trust, "Accelerating Transfer" also means a change in the trustee or beneficiary of the trust.

7. Events of Default; Remedies.

7.1 Events of Default. Upon the occurrence of any one or more of the following events, Beneficiary may, by written notice delivered to Trustor, declare Trustor to be in default, and thereupon the same shall constitute an "Event of Default" under this Deed of Trust:

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(a) An Event of Default is declared under the Loan Agreement or any other Loan Document; or

(b) Trustor fails to perform any obligation to pay money which arises under this Deed of Trust and does not cure that failure within fifteen (15) days after written notice from Beneficiary; or

(c) Trustor makes or permits the occurrence of an Accelerating Transfer in violation of Section 6.1; or

(d) Any representation or warranty made or given by Trustor in this Deed of Trust proves to be false or misleading in any material respect when made; or

(e) Trustor fails to perform any obligation arising under this Deed of Trust other than as provided in clauses (b) through (d) of this Section 7.1, and does not cure that failure within thirty (30) days ("Initial Cure Period") after written notice from Beneficiary; or ninety (90) days after that written notice so long as Trustor begins within the Initial Cure Period and diligently continues to cure the failure, and Beneficiary, exercising reasonable judgment, determines that the cure cannot reasonably be completed at or before expiration of the Initial Cure Period.

7.2 Remedies. At any time after an Event of Default, Beneficiary and Trustee shall be entitled to invoke any and all of the rights and remedies described below. All of such rights and remedies shall be cumulative, and the exercise of any one or more of them shall not constitute an election of remedies.

(a) Acceleration. Beneficiary may declare any or all of the Secured Obligations to be due and payable immediately.

(b) Receiver. Beneficiary shall be entitled (regardless of the adequacy of Beneficiary's security) to the appointment of a receiver, Trustor hereby consenting to the appointment of such receiver. Trustor acknowledges and agrees that if an Event of Default occurs, the Property, the Leases and the Rents shall be in danger of being lost, removed or materially injured. Said receiver may serve without bond and may be an agent or employee of Beneficiary. The receiver shall have, in addition to all the rights and powers customarily given to and exercised by such receivers, all the rights and powers granted to Beneficiary in this Article 7. Beneficiary or the receiver shall be entitled to receive a reasonable fee for so managing the Property.

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(c) Entry. Beneficiary, in person, by agent or by receiver, may enter, take possession of, manage and operate all or any part of the Property, and may also do any and all other things in connection with those actions that Beneficiary may in its sole discretion consider necessary and appropriate to protect the security of this Deed of Trust. Such other things may include: taking and possessing all of Trustor's or the then owner's books and records; entering into, enforcing, modifying, or canceling leases on such terms and conditions as Beneficiary may consider proper; obtaining and evicting tenants; fixing or modifying rents; collecting and receiving any payment of money owing to Trustor; completing any unfinished construction; and/or contracting for and making repairs and alterations. If Beneficiary so requests, Trustor shall assemble all of the Property that has been removed from the Land and make all of it available to Beneficiary at the site of the Land. Regardless of any provision of this Deed of Trust or the Loan Agreement, Beneficiary shall not be considered to have accepted any property other than cash or immediately available funds in satisfaction of any obligation of Trustor to Beneficiary, unless Beneficiary has given express written notice of its election of that remedy in accordance with RCW 62A.9-505, as it may be amended or recodified from time to time.

(d) Cure; Protection of Security. Beneficiary may cure any breach or default of Trustor, and if it chooses to do so in connection with any such cure, Beneficiary may also enter the Property and/or do any and all other things which it may in its sole discretion consider necessary and appropriate to protect the security of this Deed of Trust. Such other things may include: appearing in and/or defending any action or proceeding which purports to affect the security of, or the rights or powers of Beneficiary under, this Deed of Trust; paying, purchasing, contesting or compromising any encumbrance, charge, lien or claim of lien which in Beneficiary's sole judgment is or may be senior in priority to this Deed of Trust, such judgment of Beneficiary to be conclusive as among the parties to this Deed of Trust; obtaining insurance and/or paying any premiums or charges for insurance required to be carried under the Loan Agreement; otherwise caring for and protecting any and all of the Property; and/or employing counsel, accountants, contractors and other appropriate persons to assist Beneficiary. Beneficiary may take any of the actions permitted under this Section 7.2 either with or without giving notice to any person. Any costs and expenses paid or incurred by Beneficiary shall be added to the Secured Obligations, regardless of whether the total amount secured by this Deed of Trust exceeds the maximum principal balance of the Note.

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(e) Uniform Commercial Code Remedies.
 Beneficiary may exercise any or all of the remedies granted to a secured party under the Washington Uniform Commercial Code.

(f) Judicial Action. Beneficiary may bring an action in any court of competent jurisdiction to foreclose this instrument or to obtain specific enforcement of any of the covenants or agreements of this Deed of Trust.

(g) Power of Sale. Under this power of sale, Beneficiary shall have the discretionary right to cause some or all of the Property, including any Property which constitutes personal property, to be sold or otherwise disposed of in any combination and in any manner permitted by applicable law.

(i) Sale of Personal Property.
 Beneficiary may dispose of any personal property separately from the sale of real property, in any manner permitted by Chapter 62A.9 of the Washington Uniform Commercial Code, including any public or private sale, or in any manner permitted by any other applicable law. Any proceeds of any such disposition shall not cure any Event of Default or reinstate any Secured Obligation for purposes of RCW 61.24.090.

In connection with any sale or other disposition of such Property, Trustor agrees that the following procedures constitute a commercially reasonable sale:

Beneficiary shall mail written notice of the sale to Trustor not later than forty-five (45) days prior to such sale. Once per week during the four weeks immediately preceding such sale, Beneficiary will publish notice of the sale in a local daily newspaper of general circulation. Upon receipt of any written request, Beneficiary will make the Property available to any bona fide prospective purchaser for inspection during reasonable business hours. Notwithstanding, Beneficiary shall be under no obligation to consummate a sale if, in its judgment, none of the offers received by it equals the fair value of the Property offered for sale. The foregoing procedures do not constitute the only procedures that may be commercially reasonable.

(ii) Trustee's Sale of Real Property or Mixed Collateral. Beneficiary may choose to dispose of some or all of the Property which consists solely of real property in any manner then permitted by

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applicable law. In its discretion, Beneficiary may also or alternatively choose to dispose of some or all of the Property, in any combination consisting of both real and personal property, together in one sale to be held in accordance with the law and procedures applicable to real property, as permitted by RCW 62A.9-501(4). Trustor agrees that such a sale of personal property together with real property constitutes a commercially reasonable sale of the personal property. For purposes of this power of sale, either a sale of real property alone, or a sale of both real and personal property together in accordance with RCW 62A.9-501(4), will sometimes be referred to as a "Trustee's Sale."

Before any Trustee's Sale, Beneficiary or Trustee shall give such notice of default and election to sell as may then be required by law. When all time periods then legally mandated have expired, and after such notice of sale as may then be legally required has been given, Trustee shall sell the property being sold at a public auction to be held at the time and place specified in the notice of sale. Neither Trustee nor Beneficiary shall have any obligation to make demand on Trustor before any Trustee's Sale. From time to time in accordance with then applicable law, Trustee may, and in any event at Beneficiary's request shall, postpone any Trustee's Sale by public announcement at the time and place noticed for that sale.

At any Trustee's Sale, Trustee shall sell to the highest bidder at public auction for cash in lawful money of the United States. Trustee shall execute and deliver to the purchaser(s) a deed or deeds conveying the property being sold without any covenant or warranty whatsoever, express or implied. The recitals in any such deed of any matters or facts, including any facts bearing upon the regularity or validity of any Trustee's Sale, shall be conclusive proof of their truthfulness. Any such deed shall be conclusive against all persons as to the facts recited in it.

(h) Single or Multiple Foreclosure Sales. If the Property consists of more than one lot, parcel or item of property, Beneficiary may:

(i) designate the order in which the lots, parcels and/or items shall be sold or disposed of or offered for sale or disposition; and

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(ii) elect to dispose of the lots, parcels and/or items through a single consolidated sale or disposition to be held or made under the power of sale granted in Section 7.3(g), or in connection with judicial proceedings, or by virtue of a judgment and decree of foreclosure and sale; or through two or more such sales or dispositions; or in any other manner Beneficiary may deem to be in its best interests (any such sale or disposition, a "Foreclosure Sale;" any two or more, "Foreclosure Sales").

If it chooses to have more than one Foreclosure Sale, Beneficiary at its option may cause the Foreclosure Sales to be held simultaneously or successively, on the same day, or on such different days and at such different times and in such order as it may deem to be in its best interests. No Foreclosure Sale shall terminate or affect the liens of this Deed of Trust on any part of the Property which has not been sold, until all of the Secured Obligations have been paid in full.

7.3 Credit Bids. At any Foreclosure Sale, any person (other than Trustee), including Trustor or Beneficiary, may bid for and acquire the Property or any part of it to the extent permitted by then applicable law. Instead of paying cash for that property, Beneficiary may settle for the purchase price by crediting the sales price of the property against the following obligations:

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(a) first, the portion of the Secured Obligations attributable to the expenses of sale, costs of any action and any other sums for which Trustor is obligated to pay or reimburse Beneficiary or Trustee under Section 5.9; and

(b) second, all other Secured Obligations in any order and proportions as Beneficiary in its sole discretion may choose.

7.4 Application of Foreclosure Sale Proceeds. Beneficiary and Trustee shall apply the proceeds of any Foreclosure Sale in the following manner:

(a) first, to pay the portion of the Secured Obligations attributable to the expenses of sale, costs of any action and any other sums for which Trustor is obligated to reimburse Beneficiary or Trustee under Section 5.9;

(b) second, to pay the portion of the Secured Obligations attributable to any sums expended or advanced

by Beneficiary or Trustee under the terms of this Deed of Trust which then remain unpaid;

(c) third, to pay all other Secured Obligations in any order and proportions as Beneficiary in its sole discretion may choose; and

(d) fourth, to remit the remainder, if any, to the person or persons entitled to it.

7.5 Application of Rents and Other Sums. Beneficiary shall apply any and all Rents collected by it pursuant to the assignment provided in Article 2 of this Deed of Trust, and any and all other sums, other than the proceeds of a Foreclosure Sale, received or collected by Beneficiary, in the following manner:

(a) first, to pay the portion of the Secured Obligations attributable to the costs and expenses of collection of such sums, including reasonable attorneys' fees, that may be incurred by Beneficiary, Trustee and/or any receiver appointed in accordance with this Deed of Trust;

(b) second, to pay any and all Secured Obligations other than provided in clause (a) above, and any and all expenses of leasing, operating, maintaining and managing the Property and all other costs and charges incident to the Property as provided in Section 2.5 above, and in such order and proportions as Beneficiary in its sole discretion may choose; and

(c) third, to remit the remainder, if any, to the person or persons entitled thereto.

Beneficiary shall have no liability for any funds which it does not actually receive.

8. Miscellaneous Provisions

8.1 Additional Provisions. The Loan Documents fully state all of the terms and conditions of the parties' agreement regarding the matters mentioned in or incidental to this Deed of Trust. The Loan Documents also grant further rights to Beneficiary and contain further agreements and affirmative and negative covenants by Trustor which apply to this Deed of Trust and to the Property.

8.2 No Waiver of CURE. Each waiver by Beneficiary or Trustee must be in writing, and no waiver shall be construed as a continuing waiver. No waiver shall be implied from any delay or failure by Beneficiary or Trustee to take action on account

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of any default of Trustor. Consent by Beneficiary or Trustee to any act or omission by Trustor shall not be construed as a consent to any other or subsequent act or omission or to waive the requirement for Beneficiary's or Trustee's consent to be obtained in any future or other instance.

8.3 Powers of Beneficiary and Trustee.

(a) Trustee shall have no obligation to perform any act which it is empowered to perform under this Deed of Trust unless it is requested to do so in writing and is reasonably indemnified against loss, cost, liability and expense.

(b) If either Beneficiary or Trustee performs any act which it is empowered or authorized to perform under this Deed of Trust, including any act permitted by Section 5.8 or Section 7.2(d), that act alone shall not release or change the personal liability of any person for the payment and performance of the Secured Obligations then outstanding, or the lien of this Deed of Trust on all or the remainder of the Property for full payment and performance of all outstanding Secured Obligations. The liability of the original Trustor shall not be released or changed if Beneficiary grants any successor in interest to Trustor any extension of time for payment, or modification of the terms of payment, of any Secured Obligation. Beneficiary shall not be required to comply with any demand by the original Trustor that Beneficiary refuse to grant such an extension or modification to, or commence proceedings against, any such successor in interest.

(c) Beneficiary may take any of the actions permitted under Sections 7.2(b) and/or 7.2(c) regardless of the adequacy of the security for the Secured Obligations, or whether any or all of the Secured Obligations have been declared to be immediately due and payable, or whether notice of default and election to sell has been given under this Deed of Trust.

8.4 Merger. No merger shall occur as a result of Beneficiary's acquiring any other estate in or any other lien on the Property unless Beneficiary consents to a merger in writing.

8.5 Joint and Several Liability. If Trustor consists of more than one person, each shall be jointly and severally liable for the faithful performance of all of Trustor's obligations under this Deed of Trust.

8.6 Applicable Law. All matters relating to the creation, perfection and procedures for foreclosure of the liens created by this Deed of Trust shall be governed by

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Washington law; provided, however, that notwithstanding anything in this Deed of Trust to the contrary, all matters relating to the Note, Loan Agreement and the other Secured Obligations, shall be governed by California law. Anything contained herein or in any other Loan Documents which may be construed to the contrary notwithstanding, it is the intention and agreement of Trustor and Beneficiary that California's anti-deficiency laws, including without limitation California Code of Civil Procedure Sections 726, 580a, 580b, and 580d, shall not be applicable to this Deed of Trust or to the seeking of any deficiency following a foreclosure of this Deed of Trust.

8.7 Successors in Interest. The terms, covenants and conditions of this Deed of Trust shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties. However, this Section 8.7 does not waive the provisions of Section 6.1.

8.8 Interpretation. Whenever the context requires, all words used in the singular will be construed to have been used in the plural, and vice versa, and each gender will include any other gender. The captions of the sections of this Deed of Trust are for convenience only and do not define or limit any terms or provisions. The word "include(s)" means "include(s), without limitation," and the word "including" means "including, but not limited to." The word "obligations" is used in its broadest and most comprehensive sense, and includes all primary, secondary, direct, indirect, fixed and contingent obligations. It further includes all principal, interest, prepayment charges, late charges, loan fees and any other fees and charges accruing or assessed at any time, as well as all obligations to perform acts or satisfy conditions. No listing of specific instances, items or matters in any way limits the scope or generality of any language of this Deed of Trust. The Exhibits to this Deed of Trust are hereby incorporated in this Deed of Trust. Any capitalized words which are defined in the Loan Agreement are used in this Deed of Trust as so defined.

8.9 In-House Counsel Fees. Whenever Trustor is obligated to pay or reimburse Beneficiary or Trustee for any attorneys' fees, those fees shall include the reasonably allocated costs for services of in-house counsel.

8.10 Waiver of Marshalling. Trustor waives all rights, legal and equitable, it may now or hereafter have to require marshalling of assets or to require upon foreclosure sales of assets in a particular order. Each successor and assign of Trustor, including any holder of a lien subordinate to this Deed of Trust, by acceptance of its interest or lien agrees that it shall be bound by the above waiver, as if it had given the waiver itself.

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8.11 Severability. If any provision of this Deed of Trust should be held unenforceable or void, that provision shall be deemed severable from the remaining provisions and in no way affect the validity of this Deed of Trust except that if such provision relates to the payment of any monetary sum, then Beneficiary may, at its option, declare all Secured Obligations immediately due and payable.

8.12 Notices. Any Trustor whose address is set forth below hereby requests that a copy of notice of default and notice of sale be mailed to it at that address. If any Trustor fails to insert an address, that failure shall constitute a designation of Trustor's last known address as the address for such notice.

NOTICE: ORAL AGREEMENTS, PROMISES, OR COMMITMENTS TO: (1) LOAN MONEY, (2) EXTEND CREDIT, (3) MODIFY OR AMEND ANY TERMS OF THE LOAN DOCUMENTS, (4) RELEASE ANY GUARANTOR, (5) FORBEAR FROM ENFORCING REPAYMENT OF THE LOAN OR THE EXERCISE OF ANY REMEDY UNDER THE LOAN DOCUMENTS, OR (6) MAKE ANY OTHER FINANCIAL ACCOMMODATION PERTAINING TO THE LOAN ARE ALL UNENFORCEABLE UNDER WASHINGTON LAW.

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Address Where Notices to Trustor Are to be Sent:

PACIFIC GULF PROPERTIES INC.
363 San Miguel Drive
Suite 100
Newport Beach, CA 92660
Attn: Glenn L. Carpenter

Address Where Notices to Beneficiary Are to be Sent:

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION
Post Office Box 2925
Costa Mesa, CA 92628-2925
Attn: Elena Bennett

Address Where Notices to Trustee Are to be Sent:

CHICAGO TITLE INSURANCE COMPANY
1800 Columbia Center
701 Fifth Avenue
Seattle, WA 98104

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the date first above written.

TRUSTOR:

PACIFIC GULF PROPERTIES INC.,
a Maryland corporation

By: Donald G. Herron

DONALD G. HERRON Sr. VP.
[Printed Name and Title]

By: Lawrence P. Nix, Jr.

LAWRENCE P. NIX, JR.
[Printed Name and Title]

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0120730712.MAS
(AM-Polly Bldg)

-26-

EXHIBIT A

Exhibit A to DEED OF TRUST executed as of March 3, 1993, by PACIFIC GULF PROPERTIES INC., a Maryland corporation as "Trustor" to Chicago Title Insurance Company as "Trustee" for the benefit of Bank of America National Trust and Savings Association, a national banking association as "Beneficiary."

Description of Property

That part of the Southwest Quarter of the Northeast Quarter of Section 20, Township 23 North, Range 4 East, Willamette Meridian, in King County, Washington, described as follows:

Beginning at the intersection of the Northwesterly Line of Des Moines Way South (being 30.00 feet Northwesterly of when measured at right angles to the centerline thereof) and the North Line of the South 440.00 feet of said Southwest Quarter of the Northeast Quarter;

Thence Northeasterly along said Northwesterly Line to a Point Opposite Highway Engineer's Station (hereinafter referred to as HES) 240+75 on the Des Moines Way Line Survey of SR 518, Riverton Heights (SR 509 to SR 5), and 30.00 feet Northwesterly therefrom;

Thence Northeasterly to a point opposite HES 242+25 on said Des Moines Way Line Survey and 50 feet Northwesterly therefrom; Thence Northeasterly parallel with said Des Moines Way Line Survey to a point on a line drawn parallel with and 125 feet Southerly, when measured at right angles, from the SR 518 Line Survey of said highway;

Thence Southwesterly along said parallel line to a point opposite HES 44+50 thereon;

Thence Northwesterly to a point opposite HES 43+50 on said SR 518 Line Survey and 100 feet Southeasterly therefrom;

Thence Southwesterly parallel with said SR 518 Line Survey to a point opposite HES 40+50 thereon;

Thence Southwesterly to a point opposite HES 39+00 on said SR 518 Line Survey and 125 feet Southeasterly therefrom;

Thence Southwesterly parallel with said SR 518 Line Survey to a point on the East Line of 8th Avenue South;

Thence Southerly along said East Line to the North Line of the Southwest Quarter of said Southwest Quarter of the Northeast Quarter;

Thence Easterly along said North Line to the East Line of the West Quarter of said Southwest Quarter of the Northeast Quarter;

Thence Southerly along said East Line to the North Line of the South 521.5 feet of said Southwest Quarter of the Northeast Quarter;

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(AK-Nally Ridge)

Thence Easterly along said North Line a distance of 5.99 feet to the East Line of the West 330.00 feet of said Southwest Quarter of the Northeast Quarter;
Thence Southerly along said East Line of the West 330.00 feet of said Southwest Quarter of the Northeast Quarter to an intersection with the North Line of the South 440.00 feet of said Subdivision;
Thence Easterly along said North Line to the Point of Beginning.

Street Address of Property

15405 Des Moines Memorial Drive, Seattle, Washington.

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C:\20734712.WAS
DA-Bolly Ridge)

EXHIBIT A -- Page 2

ACKNOWLEDGMENTS

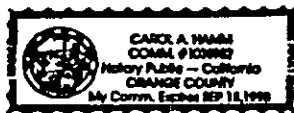
STATE OF CALIFORNIA)
COUNTY OF Orange }

On March 16, 1995, before me, CAROL A. Hamm,
Notary Public, personally appeared Donald G. Heerman

personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

9503170993



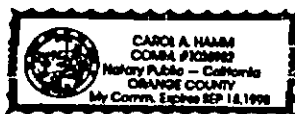
Carol A. Hamm

STATE OF CALIFORNIA)
COUNTY OF Orange }

On March 16, 1995, before me, CAROL A. Hamm,
Notary Public, personally appeared Lonniz P. Nadal, Jr.

personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Carol A. Hamm

CU20736712.048
(Not Solly Ridge)

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

InterActive Cable Systems, Inc.
10100 Santa Monica Blvd., Suite 1500
Los Angeles, CA 90067
Attention: President

RECEIVED
DEC 08 1994
KING COUNTY
RECORDER

941208-0761 11:08:00 AM KING COUNTY RECORDS 006 JD 12.00

Space above this line for Recorder's use only

ASSIGNMENT AGREEMENT

This Assignment Agreement is entered into as of October 31, 1994, by and between Pace Private Cable-TV III Limited Partnership, a Washington limited partnership ("Assignor"), and InterActive Cable Systems, Inc., a California corporation ("Assignee").

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Recitals

WHEREAS, Assignor is party to certain Commercial Easement and Right of Entry Agreements ("Contracts"), with respect to certain properties ("Properties"), commonly known as Lora Lake and Parkwood, located in the County of King, State of Washington, by reason of certain Assignments recorded in such County, pursuant to which Assignor has the exclusive right to provide cable television service to the Properties. The Contracts, Properties and Assignments are more particularly described on Exhibit A attached hereto.

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated June 24, 1994 (the "Asset Agreement").

WHEREAS, the Asset Purchase Agreement provides, among other things, that Assignor will assign the Contracts to Assignee;

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment.** Assignor hereby assigns to Assignee all of Assignor's rights, title and interest in and to the Contracts. Assignee hereby assumes and agrees to be bound by and

perform all obligations of Assignor accruing on or after the date hereof under and pursuant to the Contracts.

2. Warranties. Assignor represents and warrants to Assignee that Assignor has not assigned or licensed rights in and to the Contracts, and Assignor has the full power and authority to enter into and perform its obligations under this Assignment Agreement. Assignee represents and warrants to Assignor that Assignee has the full power and authority to enter into and perform its obligations under this Assignment Agreement.

3. Asset Purchase Agreement. This Assignment Agreement is delivered pursuant to the Asset Purchase Agreement and does not, and shall not be construed to, modify or amend the provisions thereof.

4. Successors and Assigns. This Assignment Agreement shall bind and inure to the benefit of the parties hereto, and their respective successors and assigns.

5. Counterparts. This Assignment Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Assignment Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Assignment Agreement as of the date first above written.

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Assignor:

Pace Private Cable-TV III Limited Partnership,
a Washington limited partnership

By: Jerry Grant
Jerry Grant
Managing General partner

Assignee:

INTERACTIVE CABLE SYSTEMS, INC.,
a California corporation

By: Anthony E. Papa
Anthony E. Papa
President

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EXHIBIT A

LIST OF PROPERTIES, CONTRACTS AND ASSIGNMENTS
PACE PRIVATE CABLE-TV III LIMITED PARTNERSHIP

(KING COUNTY, WASHINGTON)

NAME OF PROPERTY PROPERTY ADDRESS CURRENT PROPERTY OWNER	PROPERTY OWNER UNDER CONTRACT	CONTRACT DATE RECORDATION #	ASSIGNMENT DATE RECORDATION #	LEGAL DESCRIPTION
Lots Lake 930 S 150th Pl. Burien, Washington 98148 Pacific Gulf Properties	Mueller Development Co.	04/17/87 06/16/87 #8706161302	11/15/88 11/29/88 #8811290237	EXHIBIT B
Parkwood 26435 SE 104th Kent, Washington 98031 King County Housing Authority	Parkwood Development LP by Chiles Incorporated, General Partner	05/31/88 05/31/88 #8805310630	09/16/88 09/29/88 #8809291047	EXHIBIT C

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Exhibit B

LEGAL DESCRIPTION

Property Name: Lora Lake

Address: 930 S 150th Pl.

City: Burien

County: King

State: Washington

Zip Code :98148

The legal description is as follows:

The land referred to in this commitment is located in the county of King, State of Washington, and described as follows:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY MARGIN OF DES MOINES WAY SOUTH WITH THE NORTHERLY MARGIN OF THE SOUTH 440 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;
THENCE NORTHEASTERLY ALONG SAID WESTERLY MARGIN OF DES MOINES WAY AND ALONG THE MARGIN THEREOF AS ESTABLISHED BY DEED RECORDED UNDER FILE NUMBER 6514093;
THENCE CONTINUING ALONG THE SOUTH, WEST AND NORTH MARGINS OF SOUTH 149TH PLACE AS ESTABLISHED BY SAID DEED RECORDED UNDER FILE NO. 6514093 AND CONTINUING NORTHEASTERLY ALONG THE MARGIN AS ESTABLISHED BY SAID DEED TO AN APEX AT THE SOUTHERLY MARGIN OF PRIMARY STATE HIGHWAY (SR 518);
THENCE WESTERLY ALONG THE SOUTHERLY MARGIN OF SAID PRIMARY STATE HIGHWAY (SR 518) TO AN INTERSECTION WITH THE EAST MARGIN OF EIGHTH AVENUE SOUTH AS CONVEYED TO KING COUNTY BY DEED RECORDED UNDER FILE NUMBER 3211805;
THENCE SOUTHERLY ALONG THE SAID EAST MARGIN OF EIGHTH AVENUE SOUTH TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;
THENCE EASTERLY ALONG SAID NORTH LINE TO THE EAST LINE OF THE WEST QUARTER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;
THENCE SOUTHERLY ALONG SAID EAST LINE TO THE NORTH LINE OF THE SOUTH 521.5 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;
THENCE EASTERLY ALONG SAID NORTH LINE A DISTANCE OF 5.99 FEET TO THE EAST LINE OF THE WEST 330 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;
THENCE SOUTHERLY ALONG THE SAID EAST LINE OF THE WEST 330 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER TO AN INTERSECTION WITH THE NORTH LINE OF THE SOUTH 440 FEET OF SAID SUBDIVISION;
THENCE EASTERLY ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

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Exhibit C

LEGAL DESCRIPTION

Property Name: Parkwood

Address: 26435 SE 104th

City: Kent

County: King

State: Washington

Zip Code: 98031

The legal description is as follows:

All of that portion of a tract of land described as:

*The Northerly 395 feet of the northwest quarter of the northwest quarter of Section 29, Township 22 North, Range 5 East, W.M., in King County, Washington;
 EXCEPT the north 195 feet of the west 170 feet of the east 700 feet thereof;
 EXCEPT the north 130 feet of the west 90 feet of the east 530 feet thereof;
 EXCEPT the east 42 feet thereof conveyed to King County for 104th Avenue Southeast by deeds recorded under King County Recording Nos. 2779774 and 3880930;
 EXCEPT the north 30 feet of the west 198 feet of the east 240 feet thereof conveyed to King County for Southeast 264th Street by deed recorded under King County Recording No. 439173;
 AND EXCEPT that portion described as follows:

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Commencing at the northeast corner of the above described tract; thence westerly along the northerly line of said tract 398 feet more or less to the east line of the west 90 feet of the east 530 feet of said subdivision and the TRUE POINT OF BEGINNING; thence southerly along the east line of the west 90 feet of the east 530 feet of said subdivision a distance of 250 feet; thence easterly parallel to the north line of said tract, a distance of 200 feet; thence northerly parallel to the east line of the west 90 feet of the east 530 feet of said subdivision a distance of 250 feet to the north line of said tract; thence westerly along the north line of said tract 200 feet to the TRUE POINT OF BEGINNING."

lying easterly of the following described line;

Commencing at the southeast corner of the above described tract; thence N07°23'23"W along the southerly line of said tract 873.82 feet to the TRUE POINT OF BEGINNING of the herein described line; thence N39°01'30"W 145.95 feet; thence N06°40'00"W 160.62 feet; thence N19°55'00"W 137.02 feet, more or less, to the south line of the north 195 feet of the northwest quarter of the southwest quarter of said Section 29 and the terminus of the herein described line.

Containing 212,431 square feet, more or less, or approximately 4.8767 acres.

State of Washington }
County of King } ss.

I certify that I know or have satisfactory evidence that Jerry Grant is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as a general partner of Pace Private Cable-TV III Limited Partnership, a Washington limited partnership, to be the free and voluntary act of such partnership for the uses and purposes mentioned in the instrument.

Dated this 28 day of October, 1994.



Betsy Murray
Signature of Notary

Betsy Murray

Legibly Print or Stamp Name of Notary

Notary public in and for the state of Washington, residing at Issaquah
My appointment expires 10/28/96

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State of California }
County of Los Angeles } ss.

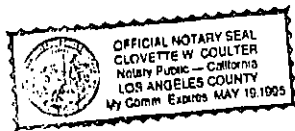
I certify that I know or have satisfactory evidence that Anthony E. Papa is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as President of InterActive Cable Systems, Inc., a California corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this 16 day of November, 1994.

Clovetta W. Coulter
Signature of Notary

Clovetta W. Coulter
Legibly Print or Stamp Name of Notary

Notary public in and for the state of California, residing at Los Angeles
My appointment expires 5/19/95



06-09-94/BN1-52199/GRC

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Bank of America National)
Trust and Savings Association)
California Real Estate)
Services Group)
555 Anton Boulevard, Suite 1100)
Costa Mesa, California 92626)
Attn: Mr. James D. Weaver)
Loan No.:)

205-16-033 011:49:00 PM KING COUNTY RECORDS 031

(SPACE ABOVE FOR RECORDER'S USE)

DEED OF TRUST
with Assignment of Rents, Security Agreement and
Fixture Filing
(King County, WA - Lora Lakes)

11:00

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The parties to this Deed of Trust, made as of June 10, 1994, are PACIFIC GULF PROPERTIES INC., a Maryland corporation, as trustor ("Trustor"), CHICAGO TITLE INSURANCE COMPANY, as trustee ("Trustee"), and BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, a national banking association, as beneficiary and secured party ("Beneficiary").

1. Grant in Trust and Secured Obligations.

1.1 **Grant in Trust.** For the purpose of securing payment and performance of the Secured Obligations defined and described in Section 1.2, Trustor hereby irrevocably and unconditionally bargains, grants, conveys, transfers and assigns to Trustee, in trust for the benefit of Beneficiary, with power of sale and right of entry and possession, all estate, right, title and interest which Trustor now has or may later acquire in and to the following property (all or any part of such property, or any interest in all or any part of it, as the context may require, the "Property"):

(a) The real property located in the County of King, State of Washington, as described in Exhibit A, together with all existing and future easements and rights affording access to it (the "Land"); together with

(b) All buildings, structures and improvements now located or later to be constructed on the Land (the "Improvements"); together with

Filed by Chicago Title Insurance Co. (C)

Ref. # 407688-5

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(c) All existing and future appurtenances, privileges, easements, franchises and tenements of the Land, including all minerals, oil, gas, other hydrocarbons and associated substances, sulphur, nitrogen, carbon dioxide, helium and other commercially valuable substances which may be in, under or produced from any part of the Land, all development rights and credits, air rights, water, water rights (whether riparian, appropriative or otherwise, and whether or not appurtenant) and water stock, and any land lying in the streets, roads or avenues, open or proposed, in front of or adjoining the Land and Improvements; together with

(d) All existing and future leases, subleases, subtenancies, licenses, occupancy agreements and concessions ("leases") relating to the use and enjoyment of all or any part of the Land and Improvements, and any and all guaranties and other agreements relating to or made in connection with any of such leases; together with

(e) All real property and improvements on it, and all appurtenances and other property and interests of any kind or character, whether described in Exhibit A or not, which may be reasonably necessary or desirable to promote the present and any reasonable future beneficial use and enjoyment of the Land and Improvements; together with

(f) All goods, materials, supplies, chattels, furniture, fixtures, equipment and machinery now or later to be attached to, placed in or on, or used in connection with the use, enjoyment, occupancy or operation of all or any part of the Land and Improvements, whether stored on the Land or elsewhere, including all pumping plants, engines, pipes, ditches and flumes, and also all gas, electric, cooking, heating, cooling, air conditioning, lighting, refrigeration and plumbing fixtures and equipment, all of which shall be considered to the fullest extent of the law to be real property for purposes of this Deed of Trust; together with

(g) All building materials, equipment, work in process or other personal property of any kind, whether stored on the Land or elsewhere, which have been or later will be acquired for the purpose of being delivered to, incorporated into or installed in or about the Land or Improvements; together with

(h) All of Trustor's interest in and to the Loan funds, whether disbursed or not, and Trustor's own funds now or later to be held on deposit with the Beneficiary; together with

(i) All rights to the payment of money and all value arising from any and all existing and future interest rate protection agreements, and any and all other existing and future transactions between Trustor and Beneficiary or any other party which may afford interest rate protection to all or part of the Loan; together with

(j) All rights to the payment of money, accounts, accounts receivable, reserves, deferred payments, refunds, cost savings, payments and deposits, whether now or later to be received from third parties (including all earnest money sales deposits) or deposited by Trustor with third parties (including all utility deposits), contract rights, development and use rights, governmental permits and licenses, applications, architectural and engineering plans, specifications and drawings, as-built drawings, chattel paper, instruments, documents, notes, drafts and letters of credit (other than letters of credit in favor of Beneficiary), which arise from or relate to construction on the Land or to any business now or later to be conducted on it, or to the Land and Improvements generally; together with

(k) All proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any of the Land, Improvements or the other property described above into cash or liquidated claims, including proceeds of all present and future fire, hazard or casualty insurance policies and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any damage or injury to the Land, Improvements or the other property described above or any part of them, or breach of warranty in connection with the construction of the Improvements, including causes of action arising in tort, contract, fraud or concealment of a material fact; together with

(l) All books and records pertaining to any and all of the property described above, including computer readable memory and any computer hardware or software necessary to access and process such memory ("Books and Records"); together with

(m) All proceeds of, additions and accretions to, substitutions and replacements for, and changes in any of the property described above, including all proceeds of any voluntary or involuntary disposition or claim respecting any such property (arising out of any judgment, condemnation or award, or otherwise arising) and all goods, documents, general intangibles, chattel paper and

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accounts, wherever located, acquired with cash proceeds of any of the foregoing or its proceeds.

Capitalized terms used above without definition have the meanings given them in the Loan Agreement referred to in subsection 1.2(a) below.

1.2 Secured Obligations.

(a) Trustor makes the grant, conveyance, transfer and assignment set forth in Section 1.1 and grants the security interest set forth in Article 3 for the purpose of securing the following obligations (the "Secured Obligations") in any order of priority that Beneficiary may choose:

(i) Payment of all obligations at any time owing under the Revolving Promissory Note (the "Note") dated June 10, 1994, payable by Trustor as maker in the stated principal amount of Fifty Million Dollars (\$50,000,000) to the order of Beneficiary, including any and all obligations to pay "Overdue Interest," as defined in the Loan Agreement; and

(ii) Payment and performance of all obligations of Trustor under this Deed of Trust; and

(iii) Payment and performance of all obligations of Trustor under the Revolving Credit Agreement (Secured Facility) dated June 10, 1994, executed by Trustor as "Borrower" and Beneficiary as "Bank" (the "Loan Agreement"); and

(iv) Except as specified in subsection 1.2(b) below, payment and performance of any obligations of Trustor under any "Loan Documents", as defined in the Loan Agreement, which are executed by Trustor; and

(v) Payment and performance of all obligations of Trustor arising from any and all existing and future agreements and transactions with Beneficiary which may afford interest rate protection to all or part of the Loan, when a writing evidences the parties' agreement that the obligations be secured by this Deed of Trust; and

(vi) Payment and performance of all future advances and other obligations that

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Trustor or any successor in ownership of all or part of the Property may agree to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Beneficiary, when a writing evidences the parties' agreement that the advance or obligation be secured by this Deed of Trust. All such advances or obligations required shall, to the fullest extent permitted by law, have the same priority as if advanced on the date this deed of trust is recorded; and

(vii) Payment and performance of all modifications, amendments, extensions and renewals, however evidenced, of any of the Secured Obligations.

(b) In addition to certain other Loan Documents, Trustor (or Pacific Gulf Properties Inc. if Trustor is other than Pacific Gulf Properties Inc.) is executing an Unsecured Environmental Indemnity (the "Indemnity Agreement") in connection with the Loan. Notwithstanding any provision of this Deed of Trust or any other Loan Document, the obligations of Trustor arising from the Indemnity Agreement are not and shall not be Secured Obligations under this Deed of Trust.

(c) All persons who may have or acquire an interest in all or any part of the Property will be considered to have notice of, and will be bound by, the terms of the Secured Obligations and each other agreement or instrument made or entered into in connection with each of the Secured Obligations. Such terms include any provisions in the Note or the Loan Agreement which permit borrowing, repayment and reborrowing, or which provide that the interest rate on one or more of the Secured Obligations may vary from time to time.

1.3 Non-Agricultural Use. Trustor represents and warrants to Beneficiary that the Property is not used principally for agricultural or farming purposes.

2. Assignment of Rents.

2.1 Assignment. Trustor hereby irrevocably, absolutely, presently and unconditionally assigns to Beneficiary all rents, royalties, issues, profits, revenue, income and proceeds of the Property, whether now due, past due or to become due, including all prepaid rents and security deposits (some or all collectively, as the context may require, "Rents"). This is an absolute assignment, not an assignment for security only.

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2.2 Grant of License. Beneficiary hereby confers upon Trustor a license ("License") to collect and retain the Rents as they become due and payable, so long as no Event of Default, as defined in Section 6.2, shall exist and be continuing. If an Event of Default has occurred and is continuing, Beneficiary shall have the right, which it may choose to exercise in its sole discretion, to terminate this License without notice to or demand upon Trustor, and without regard to the adequacy of Beneficiary's security under this Deed of Trust.

2.3 Collection and Application of Rents. Subject to the License granted to Trustor under Section 2.2, Beneficiary has the right, power and authority to collect any and all Rents. Upon the occurrence and during the continuation of an Event of Default, Trustor hereby appoints Beneficiary its attorney-in-fact to perform any and all of the following acts, if and at the times when Beneficiary in its sole discretion may so choose:

- (a) Demand, receive and enforce payment of any and all Rents; or
- (b) Give receipts, releases and satisfactions for any and all Rents; or
- (c) Sue either in the name of Trustor or in the name of Beneficiary for any and all Rents.

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Beneficiary's right to the Rents does not depend on whether or not Beneficiary takes possession of the Property as permitted under subsection 6.3(c). In Beneficiary's sole discretion, Beneficiary may choose to collect Rents either with or without taking possession of the Property. Beneficiary shall apply all Rents collected by it in the manner provided under Section 6.6. If an Event of Default occurs while Beneficiary is in possession of all or part of the Property and is collecting and applying Rents as permitted under this Deed of Trust, Beneficiary, Trustee and any receiver shall nevertheless be entitled to exercise and invoke every right and remedy afforded any of them under this Deed of Trust and at law and in equity, including the right to exercise the power of sale granted under Section 1.1 and subsection 6.3(g).

2.4 Beneficiary Not Responsible. Under no circumstances shall Beneficiary have any duty to produce Rents from the Property. Regardless of whether or not Beneficiary, in person or by agent, takes actual possession of the Land and Improvements, Beneficiary is not and shall not be deemed to be:

- (a) A "mortgagee in possession" for any purpose; or

(b) Responsible for performing any of the obligations of the lessor under any lease; or

(c) Responsible for any waste committed by lessees or any other parties, any dangerous or defective condition of the Property, or any negligence in the management, upkeep, repair or control of the Property; or

(d) Liable in any manner for the Property or the use, occupancy, enjoyment or operation of all or any part of it.

2.5 Leasing. Trustor shall not accept any deposit or prepayment of Rents for any rental period exceeding one (1) month without Beneficiary's prior written consent. Trustor shall not lease the Property or any part of it except strictly in accordance with the Loan Agreement. Trustor shall apply all Rents in the manner required by the Loan Agreement.

3. Grant of Security Interest.

3.1 Security Agreement. The parties intend for this Deed of Trust to create a lien on the Property, and an absolute assignment of the Rents, all in favor of Beneficiary. The parties acknowledge that some of the Property and some or all of the Rents may be determined under applicable law to be personal property or fixtures. To the extent such Property or Rents constitute personal property, Trustor as debtor hereby grants Beneficiary as secured party a security interest in all such Property and Rents, to secure payment and performance of the Secured Obligations. This Deed of Trust constitutes a security agreement under the Washington Uniform Commercial Code, RCW 62A.9-101 et seq., covering all such Property and Rents.

3.2 Financing Statements. Trustor shall execute one or more financing statements and such other documents as Beneficiary may from time to time require to perfect or continue the perfection of Beneficiary's security interest in any Property or Rents. As provided in Section 5.10, Trustor shall pay all fees and costs that Beneficiary may incur in filing such documents in public offices and in obtaining such record searches as Beneficiary may reasonably require. In case Trustor fails to execute any financing statements or other documents for the perfection or continuation of any security interest, Trustor hereby appoints Beneficiary as its true and lawful attorney-in-fact to execute any such documents on its behalf. If any financing statement or other document is filed in the records normally pertaining to personal property, that filing shall never be construed as in any way derogating from or impairing this Deed of Trust or the rights or obligations of the parties under it.

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4. Fixture Filing. This Deed of Trust constitutes a financing statement filed as a fixture filing under RCW 62A.9-402(b), as amended or recodified from time to time, covering any Property which now is or later may become fixtures attached to the Land or Improvements.

5. Rights and Duties of the Parties.

5.1 Representations and Warranties. Trustor represents and warrants that, except as previously disclosed to Beneficiary in a writing making reference to this Section 5.1:

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(a) Trustor lawfully possesses and holds fee simple title to all of the Land and Improvements, unless Trustor's present interest in the Land is described in Exhibit A as a leasehold interest, in which case Trustor lawfully possesses and holds a leasehold interest in the Land as stated in Exhibit A;

(b) Trustor has or will have good title to all Property other than the Land and Improvements;

(c) Trustor has the full and unlimited power, right and authority to encumber the Property and assign the Rents;

(d) Subject to title exceptions which have been approved by Beneficiary, this Deed of Trust creates a first and prior lien on the Property;

(e) The Property includes all property and rights which may be reasonably necessary or desirable to promote the present and any reasonable future beneficial use and enjoyment of the Land and Improvements;

(f) Trustor owns any Property which is personal property free and clear of any security agreements, reservations of title or conditional sales contracts, and there is no financing statement affecting such personal property on file in any public office; and

(g) Trustor's place of business, or its chief executive office if it has more than one place of business, is located at the address specified below.

5.2 Taxes and Assessments. Trustor shall pay prior to delinquency all ad valorem real and personal property taxes, levies, local improvement district assessments, stormwater management charges, and any other charges and assessments, including assessments on appurtenant water stock, imposed by any public or quasi-public authority or utility company which are (or if not paid, may become) a lien on all or part of the Property or any interest in it, or which may cause any decrease

in the value of the Property or any part of it. If any such taxes, levies, charges or assessments become delinquent, Beneficiary may require Trustor to present evidence that they have been paid in full, on ten (10) days' written notice by Beneficiary to Trustor.

5.3 Performance of Secured Obligations. Trustor shall promptly pay and perform each Secured Obligation in accordance with its terms.

5.4 Liens, Charges and Encumbrances. Trustor shall promptly discharge any lien on the Property which Beneficiary has not consented to in writing. Trustor shall pay prior to delinquency each obligation secured by or reducible to a lien, charge or encumbrance which now does or later may encumber or appear to encumber all or part of the Property or any interest in it, whether the lien, charge or encumbrance is or would be senior or subordinate to this Deed of Trust. This Section 5.4 is subject to Trustor's right to contest in good faith claims and liens for labor done and materials and services furnished in connection with construction of any Improvements. Trustor shall have the right to contest in good faith any claim or lien, provided that it does so diligently and without prejudice to Beneficiary or delay in completing the Improvements. Upon Beneficiary's request, Trustor shall promptly provide a bond, cash deposit or other security which Beneficiary in the exercise of its reasonable judgment determines to be satisfactory.

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5.5 Damages and Insurance and Condemnation Proceeds.

(a) Trustor hereby absolutely and irrevocably assigns to Beneficiary, and authorizes the payor to pay to Beneficiary the following claims, causes of action, awards, payments and rights to payment (provided, however, in the event any such compensation is \$200,000 or less and no Event of Default then exists hereunder, such compensation shall be paid directly to Trustor):

(i) All awards of damages and all other compensation payable directly or indirectly because of a condemnation, proposed condemnation or taking for public or private use which affects all or part of the Property or any interest in it; and

(ii) All other awards, claims and causes of action, arising out of any warranty affecting all or any part of the Property, or for damage or injury to or decrease in value of all or part of the Property or any interest in it; and

(iii) All proceeds of any insurance policies payable because of loss sustained to all or part of the Property; and

(iv) All interest which may accrue on any of the foregoing.

(b) Trustor shall immediately notify Beneficiary in writing if:

(i) Any damage occurs or any injury or loss is sustained in the amount of \$250,000 or more to all or part of the Property, or any action or proceeding relating to any such damage, injury or loss is commenced; or

(ii) Any offer is made, or any action or proceeding is commenced, which relates to any actual or proposed condemnation or taking of all or part of the Property.

(c) If Beneficiary chooses to do so, Beneficiary may in its own name appear in or prosecute any action or proceeding to enforce any cause of action based on warranty, or for damage, injury or loss to all or part of the Property, and Beneficiary may make any compromise or settlement of the action or proceeding. Beneficiary, if it so chooses, may participate in any action or proceeding relating to condemnation or taking of all or part of the Property, and may join Trustor in adjusting any loss covered by insurance.

(d) Except as provided in subsection 5.5(a), all proceeds of these assigned claims, other property and rights which Trustor may receive or be entitled to shall be paid to Beneficiary. In each instance, Beneficiary shall apply such proceeds first toward reimbursement of all of Beneficiary's costs and expenses of recovering the proceeds, including attorneys' fees. If, in any instance, each and all of the following conditions are satisfied in Beneficiary's reasonable judgment, Beneficiary shall permit Trustor to use the balance of such proceeds ("Net Claims Proceeds") to pay costs of repairing or reconstructing the Property in the manner described below:

(i) The plans and specifications, cost breakdown, construction contract, construction schedule, contractor and payment and performance bond for the work of repair or reconstruction must all be reasonably acceptable to Beneficiary; and

(ii) Beneficiary must receive evidence reasonably satisfactory to it that after repair or

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reconstruction, the Property would be substantially as valuable as it was immediately before the damage or condemnation occurred; and

(iii) The Net Claims Proceeds must be reasonably sufficient in Beneficiary's determination to pay for the total cost of repair or reconstruction, including all associated development costs and interest projected to be payable on the Secured Obligations until the repair or reconstruction is complete; or Trustor must provide its own funds in an amount equal to the difference between the Net Claims Proceeds and a reasonable estimate, made by Trustor and found acceptable by Beneficiary in its reasonable discretion, of the total cost of repair or reconstruction; and

(iv) No Event of Default shall have occurred and be continuing.

If Beneficiary finds that such conditions have been met, Beneficiary shall hold the Net Claims Proceeds and any funds which Trustor is required to provide in an interest-bearing account and shall disburse them to Trustor to pay costs of repair or reconstruction upon presentation of evidence reasonably satisfactory to Beneficiary that repair or reconstruction has been completed satisfactorily and lien-free. However, if Beneficiary finds that one or more of such conditions have not been satisfied, Beneficiary may apply the Net Claims Proceeds to pay or prepay (without premium) some or all of the Secured Obligations in such order and proportions as Beneficiary in its sole discretion may choose.

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5.6 Maintenance and Preservation of Property.

(a) Trustor shall insure and maintain the Property as required by the Loan Agreement.

(b) Trustor shall not, except to the extent that the value of the Property, or any part thereof, is not materially impaired, remove or demolish the Property or any part of it, or except to the extent that the value of the Property, or any part thereof, is not materially impaired, alter, restore or add to the Property, or initiate or allow any change in any zoning or other land use classification which affects the Property or any part of it, except as permitted or required by the Loan Agreement or with Beneficiary's express prior written consent in each instance.

(c) If all or part of the Property becomes damaged or destroyed, Trustor shall promptly and

completely repair and/or restore the Property in a good and workmanlike manner in accordance with sound building practices, provided that if Beneficiary does not disburse such insurance proceeds or other sums to pay costs of the work of repair or reconstruction under Section 5.5, the obligation of Trustor to make repairs hereunder shall be reduced to the extent of such non-disbursement (provided that if Beneficiary does disburse such proceeds, Trustor shall pay any shortfall in reconstruction and repair costs as specified in Section 5.5(d)(iii)).

(d) Trustor shall not commit or allow any act upon or use of the Property which would violate: (i) any applicable law or order of any governmental authority, whether now existing or later to be enacted and whether foreseen or unforeseen; or (ii) any public or private covenant, condition, restriction or equitable servitude affecting the Property. Trustor shall not bring or keep any article on the Property or cause or allow any condition to exist on it, if that could invalidate or would be prohibited by any insurance coverage required to be maintained by Trustor on the Property or any part of it under the Loan Agreement.

(e) Trustor shall not commit or allow bad faith waste of the Property.

(f) Trustor shall perform all other acts which from the character or use of the Property may be reasonably necessary to maintain and preserve its value.

5.7 Trustee's Acceptance of Trust. Trustee accepts this trust when this Deed of Trust is recorded.

5.8 Releases, Extensions, Modifications and Additional Security.

(a) From time to time, Beneficiary may perform any of the following acts without incurring any liability or giving notice to any person, and without affecting the personal liability of any person for the payment of the Secured Obligations (except as provided below), and without affecting the security hereof for the full amount of the Secured Obligations on all Property remaining subject hereto, and without the necessity that any sum representing the value of any portion of the Property affected by the Beneficiary's action be credited on the Secured Obligations:

(i) Release any person liable for payment of any Secured Obligation;

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(ii) Extend the time for payment, or otherwise alter the terms of payment, of any Secured Obligation;

(iii) Accept additional real or personal property of any kind as security for any Secured Obligation, whether evidenced by deeds of trust, mortgages, security agreements or any other instruments of security; or

(iv) Alter, substitute or release any property securing the Secured Obligations.

(b) From time to time when requested to do so by Beneficiary in writing, Trustee may perform any of the following acts without incurring any liability or giving notice to any person:

(i) Consent to the making of any plat or map of the Property or any part of it;

(ii) Join in granting any easement or creating any restriction affecting the Property;

(iii) Join in any subordination or other agreement affecting this Deed of Trust or the lien of it; or

(iv) Reconvey the Property or any part of it without any warranty.

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5.9 Reconveyance. When provided in Section 2.22 of the Loan Agreement or when all of the Secured Obligations have been paid in full and the Revolving Loan Commitment has terminated, Beneficiary shall request Trustee in writing to reconvey the Property, and shall surrender this Deed of Trust and all notes and instruments evidencing the Secured Obligations to Trustee. When Trustee receives Beneficiary's written request for reconveyance and all fees and other sums owing to Trustee by Trustor under Section 5.10, Trustee shall reconvey the Property, or so much of it as is then held under this Deed of Trust, without warranty to the person or persons legally entitled to it. Such person or persons shall pay any costs of recordation. In the reconveyance, the grantee may be described as "the person or persons legally entitled thereto," and the recitals of any matters or facts shall be conclusive proof of their truthfulness. Neither Beneficiary nor Trustee shall have any duty to determine the rights of persons claiming to be rightful grantees of any reconveyance.

5.10 Compensation. Exculpation. Indemnification.

(a) Trustor agrees to pay fees in the maximum amounts legally permitted, or reasonable fees as may be charged by Beneficiary and Trustee when the law provides no maximum limit, for any services that Beneficiary or Trustee may render in connection with this Deed of Trust, including Beneficiary's providing a statement of the Secured Obligations or Trustee's rendering of services in connection with a reconveyance. Trustor shall also pay or reimburse all of Beneficiary's and Trustee's costs and expenses which may be incurred in rendering any such services. Trustor further agrees to pay or reimburse Beneficiary for all costs, expenses and other advances which may be incurred or made by Beneficiary or Trustee in any efforts to enforce any terms of this Deed of Trust, including any rights or remedies afforded to Beneficiary or Trustee or both of them under Section 6.3, whether any lawsuit is filed or not, or in defending any action or proceeding arising under or relating to this Deed of Trust, including attorneys' fees and other legal costs, costs of any Foreclosure Sale (as defined in subsection 6.3(h)) and any cost of evidence of title. If Beneficiary chooses to dispose of Property through more than one Foreclosure Sale, Trustor shall pay all costs, expenses or other advances that may be incurred or made by Trustee or Beneficiary in each of such Foreclosure Sales.

(b) Beneficiary shall not be directly or indirectly liable to Trustor or any other person as a consequence of any of the following:

(i) Beneficiary's exercise of or failure to exercise any rights, remedies or powers granted to Beneficiary in this Deed of Trust;

(ii) Beneficiary's failure or refusal to perform or discharge any obligation or liability of Trustor under any agreement related to the Property or under this Deed of Trust; or

(iii) Any loss sustained by Trustor or any third party resulting from Beneficiary's failure to lease the Property, or from any other act or omission of Beneficiary in managing the Property, after an Event of Default, unless the loss is caused by the willful misconduct or gross negligence of Beneficiary.

Trustor hereby expressly waives and releases all liability of the types described above, and agrees that no such liability shall be asserted against or imposed upon Beneficiary.

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(c) Trustor agrees to indemnify Trustee and Beneficiary against and hold them harmless from all losses, damages, liabilities, claims, causes of action, judgments, court costs, attorneys' fees and other legal expenses, cost of evidence of title, cost of evidence of value, and other costs and expenses which either may suffer or incur:

(i) In performing any act required or permitted by this Deed of Trust or any of the other Loan Documents or by law;

(ii) Because of any failure of Trustor to perform any of Trustor's obligations; or

(iii) Because of any alleged obligation of or undertaking by Beneficiary to perform or discharge any of the representations, warranties, conditions, covenants or other obligations in any document relating to the Property other than the Loan Documents, unless such liability is caused by the willful misconduct or gross negligence of Beneficiary or Trustee.

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This agreement by Trustor to indemnify Trustee and Beneficiary shall survive the release and cancellation of any or all of the Secured Obligations and the full or partial release and/or reconveyance of this Deed of Trust.

(d) Trustor shall pay all obligations to pay money arising under this Section 5.10 within ten (10) days after written demand therefor by Trustee or Beneficiary. Each such obligation shall be added to, and considered to be part of, the principal of the Note, and shall bear interest from the date the obligation arises at the "Reference-based Rate," as defined in the Note.

5.11 Defense and Notice of Claims and Actions. At Trustor's sole expense, Trustor shall protect, preserve and defend the Property and title to and right of possession of the Property, and the security of this Deed of Trust and the rights and powers of Beneficiary and Trustee created under it, against all adverse claims. Trustor shall give Beneficiary and Trustee prompt notice in writing if any claim is asserted which does or could affect any of such matters, or if any action or proceeding is commenced which alleges or relates to any such claim.

5.12 Substitution of Trustee. From time to time, Beneficiary may substitute a successor to any Trustee named in or acting under this Deed of Trust in any manner now or later to be provided at law, or by a written instrument executed and

acknowledged by Beneficiary and recorded in the office(s) of the recorder(s) of the county or counties where the Land and Improvements are situated. Any such instrument shall be conclusive proof of the proper substitution of the successor Trustee, who shall automatically upon recordation of the instrument succeed to all estate, title, rights, powers and duties of the predecessor Trustee, without conveyance from it.

5.13 Subrogation. Beneficiary shall be subrogated to the liens of all encumbrances, whether released of record or not, which are discharged in whole or in part by Beneficiary in accordance with this Deed of Trust or with the proceeds of any loan secured by this Deed of Trust.

5.14 Site Visits, Observation and Testing. Beneficiary and its agents and representatives shall have the right at any reasonable time and after prior written notice is given to Trustor to enter and visit the Property for the purpose of performing appraisals, all of which appraisals except those performed pursuant to Section 2.21 of the Loan Agreement, if any, shall be performed at Beneficiary's sole cost and expense. In addition, the Indemnified Parties (as defined in the Indemnity Agreement) and their agents and representatives shall have the right at any reasonable time to enter and visit the Property for the purposes of observing the Property, taking and removing soil or groundwater samples, and conducting tests on any part of the Property. The Indemnified Parties have no duty, however, to visit or observe the Property or to conduct tests, and no site visit, observation or testing by any Indemnified Party shall impose any liability on any Indemnified Party. In no event shall any site visit, observation or testing by any Indemnified Party be a representation that "Hazardous Substances" (as defined in the Indemnity Agreement) are or are not present in, on, or under the Property, or that there has been or shall be compliance with any law, regulation or ordinance pertaining to Hazardous Substances or any other applicable governmental law. Neither Trustor nor any other party is entitled to rely on any site visit, observation or testing by any Indemnified Party. The Indemnified Parties owe no duty of care to protect Trustor or any other party against, or to inform Trustor or any other party of, any Hazardous Substances or any other adverse condition affecting the Property. Any Indemnified Party shall give Trustor reasonable notice before entering the Property. The Indemnified Party shall make reasonable efforts to avoid interfering with Trustor's use of the Property in exercising any rights provided in this Section.

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5.15 Notice of Change. Trustor shall give Beneficiary prior written notice of any change in (a) the location of Trustor's place of business or its chief executive office if it has more than one place of business, (b) the location of any of the Property, including the Books and

Records and (c) Trustor's name or business structure. Unless otherwise approved by Bank in writing, all Property that consists of personal property (other than the Books and Records) will be located on the Land and all Books and Records will be located at Trustor's place of business or chief executive office if Trustor has more than one place of business.

6. Accelerating Transfers, Default and Remedies.

6.1 Accelerating Transfers.

(a) "Accelerating Transfer" means any sale, contract to sell, conveyance, encumbrance, lease not in the ordinary course of business according to reasonable market terms, or other transfer of all or any material part of the Property or any interest in it, whether voluntary, involuntary, by operation of law or otherwise, other than a sale or refinancing permitted by Section 2.22 of the Loan Agreement as to which the release price required therein has been paid to Beneficiary, or a transfer of all or any portion of the property to a governmental authority pursuant to an order of condemnation or under threat of condemnation, provided that Trustor is in compliance with Section 5.5 hereof. If Trustor is a trust, "Accelerating Transfer" also means a change in the trustee or beneficiary of the trust.

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(b) Trustor acknowledges that Beneficiary is making advances under the Loan Agreement in reliance on the expertise, skill and experience of Trustor; thus, the Secured Obligations include material elements similar in nature to a personal service contract. In consideration of Beneficiary's reliance, Trustor agrees that Trustor shall not make any Accelerating Transfer, unless the transfer is preceded by Beneficiary's express written consent to the particular transaction and transferee. Beneficiary may withhold such consent in its sole discretion. If any Accelerating Transfer occurs, the "Collateral Value" (as defined in the Loan Agreement) of such Property shall be removed from the calculation of the "Borrowing Base" (as defined in the Loan Agreement).

6.2 Events of Default. Trustor will be in default under this Deed of Trust upon the occurrence of any one or more of the following events (some or all collectively, "Events of Default;" any one singly, an "Event of Default"):

(a) Trustor fails to perform any obligation to pay money which arises under this Deed of Trust, and does not cure that failure within fifteen (15) days after written notice from Beneficiary; or

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(b) Trustor fails to perform any obligation arising under this Deed of Trust other than one to pay money, and does not cure that failure either within thirty (30) days ("Initial Cure Period") after written notice from Beneficiary, or within ninety (90) days after such written notice, so long as Trustor begins within the Initial Cure Period and diligently continues to cure the failure, and Beneficiary, exercising reasonable judgment, determines that the cure cannot reasonably be completed at or before expiration of the Initial Cure Period; or

(c) An "Event of Default" (as defined in the Loan Agreement) occurs under the Loan Agreement.

Provided, however, any Event of Default arising under clause (a) or (b) above, or under clause (c) above and relating solely to the Property encumbered by this Deed of Trust, may be cured by Trustor's election to remove such Property from the "Borrowing Base" (as defined in the Loan Agreement) and Trustor's payment to Beneficiary of the release price, if any, specified under subsection 2.22(a)(iii) of the Loan Agreement.

6.3 Remedies. At any time after the occurrence and during the continuation of an Event of Default, Beneficiary and Trustee will be entitled to invoke any and all of the following rights and remedies, all of which will be cumulative, and the exercise of any one or more of which shall not constitute an election of remedies:

(a) Acceleration. Beneficiary may declare any or all of the Secured Obligations to be due and payable immediately.

(b) Receiver. Beneficiary shall be entitled (regardless of the adequacy of Beneficiary's security) to the appointment of a receiver, Trustor hereby consenting to the appointment of such receiver. Trustor acknowledges and agrees that if an Event of Default occurs, the Property, the leases and the Rents shall be in danger of being lost, removed or materially injured. Said receiver may serve without bond and may be an agent or employee of Beneficiary. The receiver shall have, in addition to all the rights and powers customarily given to and exercised by such receivers, all the rights and powers granted to Beneficiary in this Section 6. Beneficiary or the receiver shall be entitled to receive a reasonable fee for so managing the Property.

(c) Entry. Beneficiary, in person, by agent or by receiver, may enter, take possession of, manage and operate all or any part of the Property, and may also do any and all other things in connection with those actions

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that Beneficiary may in its sole discretion consider necessary and appropriate to protect the security of this Deed of Trust. Such other things may include: taking and possessing all of Trustor's or the then owner's Books and Records; entering into, enforcing, modifying, or cancelling leases on such terms and conditions as Beneficiary may consider proper; obtaining and evicting tenants; fixing or modifying Rents; collecting and receiving any payment of money owing to Trustor; completing construction; and/or contracting for and making repairs and alterations. If Beneficiary so requests, Trustor shall assemble all of the Property that has been removed from the Land and make all of it available to Beneficiary at the site of the Land. Upon the occurrence and during the continuation of an Event of Default, Trustor hereby irrevocably constitutes and appoints Beneficiary as Trustor's attorney-in-fact to perform such acts and execute such documents as Beneficiary in its sole discretion may consider to be appropriate in connection with taking these measures, including endorsement of Trustor's name on any instruments. Regardless of any provision of this Deed of Trust or the Loan Agreement, Beneficiary shall not be considered to have accepted any property other than cash or immediately available funds in satisfaction of any obligation of Trustor to Beneficiary, unless Beneficiary has given express written notice of Beneficiary's election of that remedy in accordance with RCW 62A.9-505, as it may be amended or recodified from time to time.

(d) Cure; Protection of Security. Beneficiary may cure any breach or default of Trustor, and if it chooses to do so in connection with any such cure, Beneficiary may also enter the Property and/or do any and all other things which it may in its sole discretion consider necessary and appropriate to protect the security of this Deed of Trust. Such other things may include: appearing in and/or defending any action or proceeding which purports to affect the security of, or the rights or powers of Beneficiary under, this Deed of Trust; paying, purchasing, contesting or compromising any encumbrance, charge, lien or claim of lien which in Beneficiary's sole judgment is or may be senior in priority to this Deed of Trust, such judgment of Beneficiary to be conclusive as among the parties to this Deed of Trust; obtaining insurance and/or paying any premiums or charges for insurance required to be carried under the Loan Agreement; otherwise caring for and protecting any and all of the Property; and/or employing counsel, accountants, contractors and other appropriate persons to assist Beneficiary. Beneficiary may take any of the actions permitted under this subsection 6.3(d) either with or without giving notice to any person. Any costs and

expenses paid or incurred by Beneficiary shall be added to the Secured Obligations, regardless of whether the total amount secured by this Deed of Trust exceeds the maximum principal balance of the Note.

(e) Uniform Commercial Code Remedies. Beneficiary may exercise any or all of the remedies granted to a secured party under the Washington Uniform Commercial Code.

(f) Judicial Action. Beneficiary may bring an action in any court of competent jurisdiction to foreclose this instrument or to obtain specific enforcement of any of the covenants or agreements of this Deed of Trust.

(g) Power of Sale. Under the power of sale hereby granted, Beneficiary shall have the discretionary right to cause some or all of the Property, including any Property which constitutes personal property to be sold or otherwise disposed of in any combination and in any manner permitted by applicable law.

(i) Sales of Personal Property.

a. For purposes of this power of sale, Beneficiary may elect to treat as personal property any Property which is intangible or which can be severed from the Land or Improvements without causing structural damage. If it chooses to do so, Beneficiary may dispose of any personal property separately from the sale of real property, in any manner permitted by Chapter 62A.9 of the Washington Uniform Commercial Code, including any public or private sale, or in any manner permitted by any other applicable law. Any proceeds of any such disposition shall not cure any Event of Default or reinstate any Secured Obligation for purposes of RCW 61.24.090.

b. In connection with any sale or other disposition of such Property, Trustor agrees that the following procedures constitute a commercially reasonable sale: Beneficiary shall mail written notice of the sale to Trustor not later than forty-five (45) days prior to such sale. Once per week during the four weeks immediately preceding such sale, Beneficiary will publish notice of the sale in a local daily newspaper of general circulation. Upon receipt of any written request, Beneficiary will make the Property available to any bona fide prospective purchaser for inspection during

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reasonable business hours. Notwithstanding, Beneficiary shall be under no obligation to consummate a sale if, in its judgment, none of the offers received by it equals the fair value of the Property offered for sale. The foregoing procedures do not constitute the only procedures that may be commercially reasonable.

(ii) Trustee's Sales of Real Property or Mixed Collateral.

a. Beneficiary may choose to dispose of some or all of the Property which consists solely of real property in any manner then permitted by applicable law. In its discretion, Beneficiary may also or alternatively choose to dispose of some or all of the Property, in any combination consisting of both real and personal property, together in one sale to be held in accordance with the law and procedures applicable to real property, as permitted by RCW 62A.9-501(4). Trustor agrees that such a sale of personal property together with real property constitutes a commercially reasonable sale of the personal property. For purposes of this power of sale, either a sale of real property alone, or a sale of both real and personal property together in accordance with RCW 62A.9-501(4), will sometimes be referred to as a "Trustee's Sale."

b. Before any Trustee's Sale, Beneficiary or Trustee shall give such notice of default and election to sell as may then be required by law. When all time periods then legally mandated have expired, and after such notice of sale as may then be legally required has been given, Trustee shall sell the property being sold at a public auction to be held at the time and place specified in the notice of sale. Neither Trustee nor Beneficiary shall have any obligation to make demand on Trustor before any Trustee's Sale. From time to time in accordance with then applicable law, Trustee may, and in any event at Beneficiary's request shall, postpone any Trustee's Sale by public announcement at the time and place noticed for that sale.

c. At any Trustee's Sale, Trustee shall sell to the highest bidder at public auction for cash in lawful money of the United States. Trustee shall execute and deliver to

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the purchaser(s) a deed or deeds conveying the property being sold without any covenant or warranty whatsoever, express or implied. The recitals in any such deed of any matters or facts, including any facts bearing upon the regularity or validity of any Trustee's Sale, shall be conclusive proof of their truthfulness. Any such deed shall be conclusive against all persons as to the facts recited in it.

(h) Single or Multiple Foreclosure Sales. If the Property consists of more than one lot, parcel or item of property, Beneficiary may:

(i) Designate the order in which the lots, parcels and/or items shall be sold or disposed of or offered for sale or disposition; and

(ii) Elect to dispose of the lots, parcels and/or items through a single consolidated sale or disposition to be held or made under the power of sale granted in subsection 6.3(g), or in connection with judicial proceedings, or by virtue of a judgment and decree of foreclosure and sale; or through two or more such sales or dispositions; or in any other manner Beneficiary may deem to be in its best interests (any such sale or disposition, a "Foreclosure Sale;" any two or more, "Foreclosure Sales").

If Beneficiary chooses to have more than one Foreclosure Sale, Beneficiary at its option may cause the Foreclosure Sales to be held simultaneously or successively, on the same day, or on such different days and at such different times and in such order as Beneficiary may deem to be in its best interests. No Foreclosure Sale shall terminate or affect the liens of this Deed of Trust on any part of the Property which has not been sold, until all of the Secured Obligations have been paid in full.

6.4 Credit Bids. At any Foreclosure Sale, any person, including Trustor or Beneficiary, may bid for and acquire the Property or any part of either to the extent permitted by then applicable law. Instead of paying cash for such property, Beneficiary may settle for the purchase price by crediting the sales price of the property against the following obligations:

(a) First, the portion of the Secured Obligations attributable to the expenses of sale, costs of any action and any other sums for which Trustor is obligated to pay or reimburse Beneficiary or Trustee under Section 5.10; and

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(b) Second, all other Secured Obligations in any order and proportions as Beneficiary in its sole discretion may choose.

6.5 Application of Foreclosure Sale Proceeds. Beneficiary and Trustee shall apply the proceeds of any Foreclosure Sale in the following manner:

(a) First, to pay the portion of the Secured Obligations attributable to the expenses of sale, costs of any action and any other sums for which Trustor is obligated to reimburse Beneficiary or Trustee under Section 5.10;

(b) Second, to pay the portion of the Secured Obligations attributable to any sums expended or advanced by Beneficiary or Trustee under the terms of this Deed of Trust which then remain unpaid;

(c) Third, to pay all other Secured Obligations in any order and proportions as Beneficiary in its sole discretion may choose; and

(d) Fourth, to remit the remainder, if any to the person or persons entitled to it.

6.6 Application of Rents and Other Sums. Beneficiary shall apply any and all Rents collected by it, and any and all sums other than proceeds of a Foreclosure Sale which Beneficiary may receive or collect under Section 6.3, in the following manner:

(a) First, to pay the portion of the Secured Obligations attributable to the costs and expenses of operation and collection that may be incurred by Trustee, Beneficiary or any receiver;

(b) Second, to pay all other Secured obligations in any order and proportions as Beneficiary in its sole discretion may choose; and

(c) Third, to remit the remainder, if any, to the person or persons entitled to it. Beneficiary shall have no liability for any funds which it does not actually receive.

7. Miscellaneous Provisions.

7.1 Additional Provisions. The Loan Documents fully state all of the terms and conditions of the parties' agreement regarding the matters mentioned in or incidental to this Deed of Trust. The Loan Documents also grant further rights to

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Beneficiary and contain further agreements and affirmative and negative covenants by Trustor which apply to this Deed of Trust and to the Property.

7.2 No Waiver or Cure.

(a) Each waiver by Beneficiary or Trustee must be in writing, and no waiver shall be construed as a continuing waiver. No waiver shall be implied from any delay or failure by Beneficiary or Trustee to take action on account of any default of Trustor. Consent by Beneficiary or Trustee to any act or omission by Trustor shall not be construed as a consent to any other or subsequent act or omission or to waive the requirement for Beneficiary's or Trustee's consent to be obtained in any future or other instance.

(b) If any of the events described below occurs, that event alone shall not: cure or waive any breach, Event of Default or notice of default under this Deed of Trust or invalidate any act performed pursuant to any such default or notice; or nullify the effect of any notice of default or sale (unless all Secured Obligations then due have been paid and performed and all other defaults under the Loan Documents have been cured); or impair the security of this Deed of Trust; or prejudice Beneficiary, Trustee or any receiver in the exercise of any right or remedy afforded any of them under this Deed of Trust; or be construed as an affirmation by Beneficiary of any tenancy, lease or option, or a subordination of the lien of this Deed of Trust.

(i) Beneficiary, its agent or a receiver takes possession of all or any part of the Property in the manner provided in subsection 6.3(c).

(ii) Beneficiary collects and applies Rents as permitted under Sections 2.3 and 6.6, either with or without taking possession of all or any part of the Property.

(iii) Beneficiary receives and applies to any Secured Obligation proceeds of any Property, including any proceeds of insurance policies, condemnation awards, or other claims, property or rights assigned to Beneficiary under Section 5.5.

(iv) Beneficiary makes a site visit, observes the Property and/or conducts tests as permitted under Section 5.14.

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(v) Beneficiary receives any sums under this Deed of Trust or any proceeds of any collateral held for any of the Secured Obligations, and applies them to one or more Secured Obligations.

(vi) Beneficiary, Trustee or any receiver invokes any right or remedy provided under this Deed of Trust.

7.3 Powers of Beneficiary and Trustee.

(a) Trustee shall have no obligation to perform any act which it is empowered to perform under this Deed of Trust unless it is requested to do so in writing and is reasonably indemnified against loss, cost, liability and expense.

(b) If either Beneficiary or Trustee performs any act which it is empowered or authorized to perform under this Deed of Trust, including any act permitted by Section 5.8 or subsection 6.3(d), that act alone shall not release or change the personal liability of any person for the payment and performance of the Secured Obligations then outstanding, or the lien of this Deed of Trust on all or the remainder of the Property for full payment and performance of all outstanding Secured Obligations. The liability of the original Trustor shall not be released or changed if Beneficiary grants any successor in interest to Trustor any extension of time for payment, or modification of the terms of payment, of any Secured Obligation. Beneficiary shall not be required to comply with any demand by the original Trustor that Beneficiary refuse to grant such an extension or modification to, or commence proceedings against, any such successor in interest.

(c) Beneficiary may take any of the actions permitted under subsections 6.3(b) and/or 6.3(c) regardless of the adequacy of the security for the Secured Obligations, or whether any or all of the Secured Obligations have been declared to be immediately due and payable, or whether notice of default and election to sell has been given under this Deed of Trust.

(d) From time to time, Beneficiary or Trustee may apply to any court of competent jurisdiction for aid and direction in executing the trust and enforcing the rights and remedies created under this Deed of Trust. Beneficiary or Trustee may from time to time obtain orders or decrees directing, confirming or approving acts in executing this trust and enforcing these rights and remedies.

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7.4 Merger. No merger shall occur as a result of Beneficiary's acquiring any other estate in or any other lien on the Property unless Beneficiary consents to a merger in writing.

7.5 Joint and Several Liability. If Trustor consists of more than one person, each shall be jointly and severally liable for the faithful performance of all of Trustor's obligations under this Deed of Trust.

7.6 Applicable Law. All matters relating to the creation, perfection and procedures for foreclosure of the liens created by this Deed of Trust shall be governed by Washington law; provided, however, that notwithstanding anything in this Deed of Trust to the contrary, all matter relating to the Note, Loan Agreement and the other Secured Obligations, shall be governed by California law. Anything contained herein or in any other Loan Documents which may be construed to the contrary notwithstanding, it is the intention and agreement of Trustor and Beneficiary that California's anti-deficiency laws, including without limitation California Code of Civil Procedure Sections 726, 580a, 580b, and 580d, shall not be applicable to this Deed of Trust or to the seeking of any deficiency following a foreclosure of this Deed of Trust.

7.7 Successors in Interest. The terms, covenants and conditions of this Deed of Trust shall be binding upon and, subject to the provisions of Section 7.6 of the Loan Agreement, inure to the benefit of the heirs, successors and assigns of the parties. However, this Section 7.7 does not waive the provisions of Section 6.1.

7.8 Interpretation.

(a) Whenever the context requires, all words used in the singular will be construed to have been used in the plural, and vice versa, and each gender will include any other gender. The captions of the sections of this Deed of Trust are for convenience only and do not define or limit any terms or provisions. The word "include(s)" means "include(s), without limitation," and the word "including" means "including, but not limited to."

(b) The word "obligations" is used in its broadest and most comprehensive sense, and includes all primary, secondary, direct, indirect, fixed and contingent obligations. It further includes all principal, interest, prepayment charges, late charges, loan fees and any other fees and charges accruing or assessed at any time, as well as all obligations to perform acts or satisfy conditions.

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(c) No listing of specific instances, items or matters in any way limits the scope or generality of any language of this Deed of Trust. The Exhibits to this Deed of Trust are hereby incorporated in this Deed of Trust.

7.9 In-House Counsel Fees. Whenever Trustor is obligated to pay or reimburse Beneficiary or Trustee for any attorneys' fees, those fees shall include the allocated reasonable costs for services of in-house counsel.

7.10 Waiver of Marshalling. Trustor waives all rights, legal and equitable, it may now or hereafter have to require marshalling of assets or to require upon foreclosure sales of assets in a particular order. Each successor and assign of Trustor, including any holder of a lien subordinate to this Deed of Trust, by acceptance of its interest or lien agrees that it shall be bound by the above waiver, as if it had given the waiver itself.

7.11 Severability. If any provision of this Deed of Trust should be held unenforceable or void, that provision shall be deemed severable from the remaining provisions and in no way affect the validity of this Deed of Trust, except that if such provision relates to the payment of any monetary sum, then Beneficiary may, at its option, declare all Secured Obligations immediately due and payable.

7.12 Notices. Trustor hereby requests that a copy of notice of default and notice of sale be mailed to it at the address set forth below. That address is also the mailing address of Trustor as debtor under the Washington Uniform Commercial Code. Beneficiary's address given below is the address for Beneficiary as secured party under the Washington Uniform Commercial Code.

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NOTICE: ORAL AGREEMENTS, PROMISES, OR COMMITMENTS TO: (1) LOAN MONEY, (2) EXTEND CREDIT, (3) MODIFY OR AMEND ANY TERMS OF THE LOAN DOCUMENTS, (4) RELEASE ANY GUARANTOR, (5) FORBEAR FROM ENFORCING REPAYMENT OF THE LOAN OR THE EXERCISE OF ANY REMEDY UNDER THE LOAN DOCUMENTS, OR (6) MAKE ANY OTHER FINANCIAL ACCOMMODATION PERTAINING TO THE LOAN ARE ALL UNENFORCEABLE UNDER WASHINGTON LAW.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the date first above written.

"TRUSTOR(S)":

PACIFIC GULF PROPERTIES INC.,
a Maryland corporation

By: *Glenn L. Carpenter*
GLENN L. CARPENTER Pres & CEO
[Printed Name and Title]

By: *Donald G. Herrman*
DONALD G. HERRMAN SR V.P.
[Printed Name and Title]

Addresses Where Notices to Trustor(s) Are to be Sent:

PACIFIC GULF PROPERTIES INC.
363 San Miguel Drive
Suite 100
Newport Beach, CA 92660
Attn: Glenn L. Carpenter

Address Where Notices to Trustee Are to be Sent:

CHICAGO TITLE INSURANCE COMPANY
1800 Columbia Center
701 Fifth Avenue
Seattle, Washington 98104

Address Where Notices to Beneficiary Are to be Sent:

BANK OF AMERICA NATIONAL TRUST
AND SAVINGS ASSN.
555 Anton Boulevard
Suite 1100
Costa Mesa, CA 92626
Attn: James D. Weaver

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EXHIBIT A

EXHIBIT A to DEED OF TRUST executed as of June 10, 1994, by PACIFIC GULF PROPERTIES INC., a Maryland corporation, as "Trustor", to Chicago Title Insurance Company, as "Trustee", for the benefit of BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, a national banking association, as "Beneficiary."

DESCRIPTION OF PROPERTY

That part of the Southwest Quarter of the Northeast Quarter of Section 20, Township 23 North, Range 4 East, Willamette Meridian, in King County, Washington, described as follows:

Beginning at the intersection of the Northwestern Line of Des Moines Way South (being 30.00 feet Northwesternly of when measured at right angles to the centerline thereof) and the North Line of the South 440.00 feet of said Southwest Quarter of the Northeast Quarter;
Thence Northeastly along said Northwesternly Line to a Point Opposite Highway Engineer's Station (hereinafter referred to as HES) 240+75 on the Des Moines Way Line Survey of SR 518, Riverton Heights (SR 509 to SR 5), and 30.00 feet Northwesternly therefrom;
Thence Northeastly to a point opposite HES 242+25 on said Des Moines Way Line Survey and 50 feet Northwesternly therefrom;
Thence Northeastly parallel with said Des Moines Way Line Survey to a point on a line drawn parallel with and 125 feet Southerly, when measured at right angles, from the SR 518 Line Survey of said highway;
Thence Southwesterly along said parallel line to a point opposite HES 44+50 thereon;
Thence Northwesternly to a point opposite HES 43+50 on said SR 518 Line Survey and 100 feet Southeastly therefrom;
Thence Southwesterly parallel with said SR 518 Line Survey to a point opposite HES 40+50 thereon;
Thence Southwesterly to a point opposite HES 39+00 on said SR 518 Line Survey and 125 feet Southeastly therefrom;
Thence Southwesterly parallel with said SR 518 Line Survey to a point on the East Line of 8th Avenue South;
Thence Southerly along said East Line to the North Line of the Southwest Quarter of said Southwest Quarter of the Northeast Quarter;
Thence Easterly along said North Line to the East Line of the West Quarter of said Southwest Quarter of the Northeast Quarter;
Thence Southerly along said East Line to the North Line of the South 521.5 feet of said Southwest Quarter of the Northeast Quarter;

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EXHIBIT "A"
Page 1 of 2

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Thence Easterly along said North Line a distance of 5.99 feet to the East Line of the West 330.00 feet of said Southwest Quarter of the Northeast Quarter;
Thence Southerly along said East Line of the West 330.00 feet of said Southwest Quarter of the Northeast Quarter to an intersection with the North Line of the South 440.00 feet of said Subdivision;
Thence Easterly along said North Line to the Point of Beginning.

STREET ADDRESS OF PROPERTY

15001 Des Moines Way, Seattle, Washington

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EXHIBIT "A"
Page 1 of 2

ACKNOWLEDGMENTS

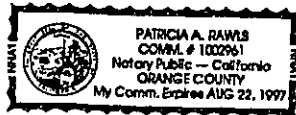
State of California)
County of Orange)

On June 13, 1994 before me, Patricia A. Rawls, Notary Public,
personally appeared Glenn L. Carpenter,

personally known to me or proved to me on the basis
of satisfactory evidence to be the person(~~s~~) whose name(~~s~~)
is/~~are~~ subscribed to the within instrument and acknowledged to
me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~
authorized capacity(~~ies~~), and that by his/~~her~~/~~their~~
signature(~~s~~) on the instrument the person(~~s~~), or the entity
upon behalf of which the person(~~s~~) acted, executed the
instrument.

WITNESS my hand and official seal.

Patricia A. Rawls



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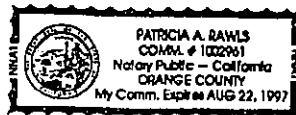
State of California)
County of Orange)

On June 13, 1994 before me, Patricia A. Rawls, Notary Public,
personally appeared Donald G. Herrman,

personally known to me or proved to me on the basis
of satisfactory evidence to be the person(~~s~~) whose name(~~s~~)
is/~~are~~ subscribed to the within instrument and acknowledged to
me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~
authorized capacity(~~ies~~), and that by his/~~her~~/~~their~~
signature(~~s~~) on the instrument the person(~~s~~), or the entity
upon behalf of which the person(~~s~~) acted, executed the
instrument.

WITNESS my hand and official seal.

Patricia A. Rawls



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RECORDING REQUESTED BY:

WHEN RECORDED RETURN TO:

O'Melveny & Myers
610 Newport Center Drive
Suite 1700
Newport Beach, California 92660
Attn.: Kevin L. Sherry, Esq.

(Space for Recorder's Use)

ASSIGNMENT AND ASSUMPTION OF LEASES

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As a contribution of capital in a non-recognition transaction, SANTA ANITA REALTY ENTERPRISES, INC., a Delaware corporation ("Assignor"), assigns, transfers and conveys to PACIFIC GULF PROPERTIES INC., a Maryland corporation ("Assignee"), all of Assignor's right, title and interest, and any and all security deposits, claims and security interests related thereto, in and to those certain leases described on Schedule 1 hereto (the "Leases") which concern portions of the real property described on Schedule 2 hereto.

Assignee assumes and agrees to keep, perform and fulfill all of Assignor's obligations as Landlord under the Leases.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption of Leases to be effective as of November 15, 1993.

ASSIGNOR: SANTA ANITA REALTY ENTERPRISES, INC.,
a Delaware corporation

By: [Signature]
Name: KEVIN L. CARPENTER
Title: PRES

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ASSIGNEE: PACIFIC GULF PROPERTIES INC.,
a Maryland corporation

By: *Glenn L. Converter*
Name: GLENN L. CONVERTER
Title: VP

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MD1-170205.V1 (Holly Ridge & Lora Lakes)

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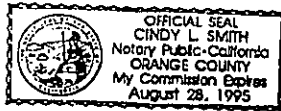
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STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS

On Nov. 15, 1993 before me, Cindy L. Smith, Notary Public,
personally appeared G. Lynn K. Carpenter personally
known to me or proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/~~she~~/they executed the
same in his/~~her~~/their authorized capacity(~~ies~~), and that by
his/~~her~~/their signature(s) on the instrument the persons(s), or
the entity upon behalf of which the person(s) acted, executed the
instrument.

Witness my hand and official seal.



Cindy L. Smith
Signature of Notary

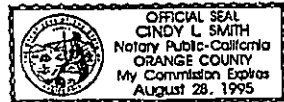
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STATE OF CALIFORNIA)
) SS
COUNTY OF ORANGE)

On Nov. 15, 1993 before me, Cindy L. Smith, Notary Public,
personally appeared Glenn L. Carpenter personally
known to me or proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/~~she~~/they executed the
same in his/~~her~~/their authorized capacity(ies), and that by
his/~~her~~/their signatures(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the
instrument.

Witness my hand and official seal.



Cindy L. Smith
Signature of Notary

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SCHEDULE 1

LEASES

Each and every lease, sublease, license, franchise, concession or other agreement entered into by Assignor or in which Assignor holds an interest as landlord with respect to the real property described on Schedule 2 attached hereto, together with all modifications, amendments, extensions and renewals thereof, all rights and privileges incident thereto, and all security deposits, guaranties and other security held by Assignor as security for the performance of the obligations of the tenants thereunder.

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NH1-170205.V1 (Holly Ridge & Lora Lakes)

S-1-1

11/13/93

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SCHEDULE 2

DESCRIPTION OF REAL PROPERTY

That certain real property situated in the County of King, State of Washington, and described as follows:

PARCEL A:

THE NORTH 297 FEET OF THE EAST 420.25 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; EXCEPT THE NORTH 30 FEET CONVEYED TO KING COUNTY FOR PUBLIC ROAD (NOW SOUTH 152ND STREET) BY DEED RECORDED UNDER RECORDING NUMBER 1201120; AND EXCEPT THE EAST 190 FEET THEREOF.

PARCEL B:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; THENCE SOUTH 357 FEET TO THE TRUE POINT OF BEGINNING; THENCE WEST 476.25 FEET; THENCE SOUTH 169 FEET; THENCE EASTERLY TO A POINT WHICH IS 157 FEET SOUTH OF THE TRUE POINT OF BEGINNING; THENCE NORTH 157 FEET TO THE TRUE POINT OF BEGINNING; EXCEPT THAT PORTION THEREOF LYING WITHIN THE DES MOINES WAY SOUTH RIGHT OF WAY.

PARCEL C:

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 594 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SUBDIVISION; THENCE WEST 476 FEET; THENCE NORTH 68 FEET; THENCE EAST 476 FEET, MORE OR LESS, TO A POINT ON THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 20, WHICH POINT IS SOUTH 514 FEET FROM SAID NORTHEAST CORNER; THENCE SOUTH 80 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; EXCEPT THE EAST 30 FEET THEREOF LYING WITHIN DES MOINES WAY SOUTH; AND EXCEPT THE WEST 12 FEET OF THE EAST 42 FEET CONVEYED TO KING COUNTY FOR DES MOINES WAY SOUTH BY DEED RECORDED UNDER RECORDING NUMBER 8703110456;

ALSO BEGINNING AT A POINT 594 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SUBDIVISION;

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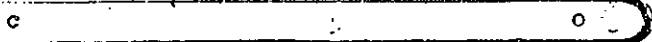
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THENCE WEST 30 FEET TO THE WEST LINE OF DES MOINES WAY SOUTH AND THE TRUE POINT OF BEGINNING;
 THENCE WEST 495.62 FEET;
 THENCE SOUTH 181.5 FEET;
 THENCE EAST 495.63 FEET, MORE OR LESS, TO THE WEST LINE OF DES MOINES WAY SOUTH;
 THENCE NORTH 181.5 FEET TO THE POINT OF BEGINNING;
 EXCEPT THE SOUTH 171.5 FEET THEREOF; AND
 EXCEPT THE EAST 12 FEET THEREOF CONVEYED TO KING COUNTY FOR DES MOINES WAY SOUTH BY DEED RECORDED UNDER RECORDING NUMBER 8703110456; AND
 EXCEPT THAT PORTION CONVEYED TO KING COUNTY BY DEED RECORDED UNDER RECORDING NUMBER 5025730, DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 20, AT INTERSECTION OF CENTER LINES OF SOUTH 152ND STREET AND 8TH AVENUE SOUTH;
 THENCE SOUTH 1°03'56" WEST 594 FEET ALONG THE CENTERLINE OF 8TH AVENUE SOUTH;
 THENCE NORTH 89°01'46" WEST 496 FEET PARALLEL TO CENTERLINE OF SOUTH 152ND STREET TO THE TRUE POINT OF BEGINNING;
 THENCE SOUTH 1°03'56" WEST 10 FEET;
 THENCE NORTH 89°01'56" WEST 29.62 FEET;
 THENCE NORTH 1°03'56" EAST 10 FEET;
 THENCE SOUTH 89°01'46" EAST 29.62 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL D:

BEGINNING AT A POINT 594 FEET SOUTH AND 30 FEET WEST OF THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, WHICH POINT IS LOCATED ON THE WEST MARGIN OF DES MOINES WAY SOUTH (8TH AVENUE SOUTH) AS ORIGINALLY ESTABLISHED;
 THENCE WEST 495.62 FEET;
 THENCE SOUTH 181.5 FEET;
 THENCE EAST 495.63 FEET, MORE OR LESS, TO THE WEST MARGIN OF SAID COUNTY ROAD;
 THENCE NORTH 181.5 FEET TO THE POINT OF BEGINNING;
 EXCEPT THE NORTH 10 FEET THEREOF; AND
 EXCEPT BEGINNING AT THE CENTER OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, AT INTERSECTION OF CENTER LINES OF SOUTH 152ND STREET AND DES MOINES WAY SOUTH (8TH AVENUE SOUTH);
 THENCE SOUTH 1°03'56" WEST 604 FEET ALONG THE CENTERLINE OF DES MOINES WAY SOUTH (8TH AVENUE SOUTH);
 THENCE NORTH 89°01'46" WEST 496 FEET PARALLEL TO THE CENTERLINE OF SOUTH 152ND STREET TO THE TRUE POINT OF BEGINNING OF THIS EXCEPTION;
 THENCE SOUTH 1°03'56" WEST 171.5 FEET;
 THENCE NORTH 89°01'46" WEST 29.65 FEET;
 THENCE NORTH 1°03'56" EAST 171.5 FEET;



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THENCE SOUTH 89°01'46" EAST 29.62 FEET TO THE TRUE POINT OF BEGINNING OF THIS EXCEPTION; AND EXCEPT THE EAST 12 FEET THEREOF CONVEYED TO KING COUNTY FOR DES MOINES WAY SOUTH RECORDED UNDER RECORDING NUMBER 8703110455.

PARCEL E:

THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF DES MOINES WAY SOUTH (BEING 30.00 FEET NORTHWESTERLY OF WHEN MEASURED AT RIGHT ANGLES TO THE CENTERLINE THEREOF) AND THE NORTH LINE OF THE SOUTH 440.00 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;

THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE TO A POINT OPPOSITE HIGHWAY ENGINEER'S STATION (HEREINAFTER REFERRED TO AS HES) 240+75 ON THE DES MOINES WAY LINE SURVEY OF SR 518, RIVERTON HEIGHTS (SR 509 TO SR 5), AND 30.00 FEET NORTHWESTERLY THEREFROM; THENCE NORTHEASTERLY TO A POINT OPPOSITE HES 242+25 ON SAID DES MOINES WAY LINE SURVEY AND 50 FEET NORTHWESTERLY THEREFROM; THENCE NORTHEASTERLY PARALLEL WITH SAID DES MOINES WAY LINE SURVEY TO A POINT ON A LINE DRAWN PARALLEL WITH AND 125 FEET SOUTHERLY, WHEN MEASURED AT RIGHT ANGLES, FROM THE SR 518 LINE SURVEY OF SAID HIGHWAY;

THENCE SOUTHWESTERLY ALONG SAID PARALLEL LINE TO A POINT OPPOSITE HES 44+50 THEREON;

THENCE NORTHWESTERLY TO A POINT OPPOSITE HES 43+50 ON SAID SR 518 LINE SURVEY AND 100 FEET SOUTHEASTERLY THEREFROM;

THENCE SOUTHWESTERLY PARALLEL WITH SAID SR 518 LINE SURVEY TO A POINT OPPOSITE HES 40+50 THEREON;

THENCE SOUTHWESTERLY TO A POINT OPPOSITE HES 39+00 ON SAID SR 518 LINE SURVEY AND 125 FEET SOUTHEASTERLY THEREFROM;

THENCE SOUTHWESTERLY PARALLEL WITH SAID SR 518 LINE SURVEY TO A POINT ON THE EAST LINE OF 8TH AVENUE SOUTH;

THENCE SOUTHERLY ALONG SAID EAST LINE TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;

THENCE EASTERLY ALONG SAID NORTH LINE TO THE EAST LINE OF THE WEST QUARTER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTHERLY ALONG SAID EAST LINE TO THE NORTH LINE OF THE SOUTH 521.5 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;

THENCE EASTERLY ALONG SAID NORTH LINE A DISTANCE OF 5.99 FEET TO THE EAST LINE OF THE WEST 330.00 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;

THENCE SOUTHERLY ALONG SAID EAST LINE OF THE WEST 330.00 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER TO AN INTERSECTION WITH THE NORTH LINE OF THE SOUTH 440.00 FEET OF SAID SUBDIVISION;

THENCE EASTERLY ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

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RECORDING REQUESTED BY:

WHEN RECORDED RETURN TO:

O'Melveny & Myers
610 Newport Center Drive
Suite 1700
Newport Beach, California 92660
Attn.: Kevin L. Sherry, Esq.

Mail Tax Statements To:

Pacific Gulf Properties Inc.
363 San Miguel Drive, Suite 100
Newport Beach, California 92660

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SPECIAL WARRANTY DEED

THE GRANTOR, SANTA ANITA REALTY ENTERPRISES, INC., a Delaware corporation, as a contribution of capital in a non-recognition transaction, hereby grants, bargains, sells, conveys and confirms to

PACIFIC GULF PROPERTIES INC., a Maryland corporation, the following described real estate situated in the County of King, State of Washington

SEE SCHEDULE 1 ATTACHED HERETO AND INCORPORATED HEREIN.

Subject to: Easements, encumbrances, restrictions provisions and reservations of record or apparent.

The Grantor, for itself and for its successors in interest, does by these presents expressly limit the covenants of the deed to those herein expressed, and excludes all covenants arising or to arise by statutory or other implication, and does hereby covenant that against all persons whomsoever lawfully claiming or to claim by, through or under said Grantor, and not otherwise, it will forever warrant and defend the said described real estate.

931122-1298 11:55:08 AM KING COUNTY RECORDS 006 819 12:30

881-170201.V1 (Holly Ridge & Lora Lakes)

11/13/93

E1343415 11/22/1993

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IN WITNESS WHEREOF, Grantor has executed this instrument
as of November 15, 1993.

SANTA ANITA REALTY ENTERPRISES, INC.,
a Delaware corporation

By: *[Signature]*
Name: GLEN L. CASPENTER
Title: PRES

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STATE OF CALIFORNIA)
) SS
COUNTY OF ORANGE)

On November 15, 1993, before me, CINDY L. SMITH, NOTARY PUBLIC, personally appeared GLENN L. CARPENTER personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(~~ies~~), and that by his/~~her~~/their signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.



Witness my hand and official seal.

Cindy L. Smith
Signature of Notary

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SCHEDULE 1

LEGAL DESCRIPTION

That certain real property situated in the County of King, State of Washington, and described as follows:

PARCEL A:

THE NORTH 297 FEET OF THE EAST 420.25 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; EXCEPT THE NORTH 30 FEET CONVEYED TO KING COUNTY FOR PUBLIC ROAD (NOW SOUTH 152ND STREET) BY DEED RECORDED UNDER RECORDING NUMBER 1201120; AND EXCEPT THE EAST 190 FEET THEREOF.

PARCEL B:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; THENCE SOUTH 357 FEET TO THE TRUE POINT OF BEGINNING; THENCE WEST 476.25 FEET; THENCE SOUTH 169 FEET; THENCE EASTERLY TO A POINT WHICH IS 157 FEET SOUTH OF THE TRUE POINT OF BEGINNING; THENCE NORTH 157 FEET TO THE TRUE POINT OF BEGINNING; EXCEPT THAT PORTION THEREOF LYING WITHIN THE DES MOINES WAY SOUTH RIGHT OF WAY.

PARCEL C:

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 594 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SUBDIVISION; THENCE WEST 476 FEET; THENCE NORTH 68 FEET; THENCE EAST 476 FEET, MORE OR LESS, TO A POINT ON THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 20, WHICH POINT IS SOUTH 514 FEET FROM SAID NORTHEAST CORNER; THENCE SOUTH 80 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; EXCEPT THE EAST 30 FEET THEREOF LYING WITHIN DES MOINES WAY SOUTH; AND EXCEPT THE WEST 12 FEET OF THE EAST 42 FEET CONVEYED TO KING COUNTY FOR DES MOINES WAY SOUTH BY DEED RECORDED UNDER RECORDING NUMBER 8703110456;

ALSO BEGINNING AT A POINT 594 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SUBDIVISION; THENCE WEST 30 FEET TO THE WEST LINE OF DES MOINES WAY SOUTH AND THE TRUE POINT OF BEGINNING;

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THENCE WEST 495.62 FEET;
 THENCE SOUTH 181.5 FEET;
 THENCE EAST 495.63 FEET, MORE OR LESS, TO THE WEST LINE OF DES MOINES WAY SOUTH;
 THENCE NORTH 181.5 FEET TO THE POINT OF BEGINNING;
 EXCEPT THE SOUTH 171.5 FEET THEREOF; AND
 EXCEPT THE EAST 12 FEET THEREOF CONVEYED TO KING COUNTY FOR DES MOINES WAY SOUTH BY DEED RECORDED UNDER RECORDING NUMBER 8703110456; AND
 EXCEPT THAT PORTION CONVEYED TO KING COUNTY BY DEED RECORDED UNDER RECORDING NUMBER 5025730, DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 20, AT INTERSECTION OF CENTER LINES OF SOUTH 152ND STREET AND 8TH AVENUE SOUTH;
 THENCE SOUTH 1°03'56" WEST 594 FEET ALONG THE CENTERLINE OF 8TH AVENUE SOUTH;
 THENCE NORTH 89°01'46" WEST 496 FEET PARALLEL TO CENTERLINE OF SOUTH 152ND STREET TO THE TRUE POINT OF BEGINNING;
 THENCE SOUTH 1°03'56" WEST 10 FEET;
 THENCE NORTH 89°01'56" WEST 29.62 FEET;
 THENCE NORTH 1°03'56" EAST 10 FEET;
 THENCE SOUTH 89°01'46" EAST 29.62 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL D:

BEGINNING AT A POINT 594 FEET SOUTH AND 30 FEET WEST OF THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, WHICH POINT IS LOCATED ON THE WEST MARGIN OF DES MOINES WAY SOUTH (8TH AVENUE SOUTH) AS ORIGINALLY ESTABLISHED;
 THENCE WEST 495.62 FEET;
 THENCE SOUTH 181.5 FEET;
 THENCE EAST 495.63 FEET, MORE OR LESS, TO THE WEST MARGIN OF SAID COUNTY ROAD;
 THENCE NORTH 181.5 FEET TO THE POINT OF BEGINNING;
 EXCEPT THE NORTH 10 FEET THEREOF; AND
 EXCEPT BEGINNING AT THE CENTER OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, AT INTERSECTION OF CENTER LINES OF SOUTH 152ND STREET AND DES MOINES WAY SOUTH (8TH AVENUE SOUTH);
 THENCE SOUTH 1°03'56" WEST 604 FEET ALONG THE CENTERLINE OF DES MOINES WAY SOUTH (8TH AVENUE SOUTH);
 THENCE NORTH 89°01'46" WEST 496 FEET PARALLEL TO THE CENTERLINE OF SOUTH 152ND STREET TO THE TRUE POINT OF BEGINNING OF THIS EXCEPTION;
 THENCE SOUTH 1°03'56" WEST 171.5 FEET;
 THENCE NORTH 89°01'46" WEST 29.65 FEET;
 THENCE NORTH 1°03'56" EAST 171.5 FEET;
 THENCE SOUTH 89°01'46" EAST 29.62 FEET TO THE TRUE POINT OF BEGINNING OF THIS EXCEPTION; AND

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EXCEPT THE EAST 12 FEET THEREOF CONVEYED TO KING COUNTY FOR DES MOINES WAY SOUTH RECORDED UNDER RECORDING NUMBER 8703110455.

PARCEL E:

THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF DES MOINES WAY SOUTH (BEING 30.00 FEET NORTHWESTERLY OF WHEN MEASURED AT RIGHT ANGLES TO THE CENTERLINE THEREOF) AND THE NORTH LINE OF THE SOUTH 440.00 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;

THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE TO A POINT OPPOSITE HIGHWAY ENGINEER'S STATION (HEREINAFTER REFERRED TO AS HES) 240+75 ON THE DES MOINES WAY LINE SURVEY OF SR 518, RIVERTON HEIGHTS (SR 509 TO SR 5), AND 30.00 FEET NORTHWESTERLY THEREFROM;

THENCE NORTHEASTERLY TO A POINT OPPOSITE HES 242+25 ON SAID DES MOINES WAY LINE SURVEY AND 50 FEET NORTHWESTERLY THEREFROM;

THENCE NORTHEASTERLY PARALLEL WITH SAID DES MOINES WAY LINE SURVEY TO A POINT ON A LINE DRAWN PARALLEL WITH AND 125 FEET SOUTHERLY, WHEN MEASURED AT RIGHT ANGLES, FROM THE SR 518 LINE SURVEY OF SAID HIGHWAY;

THENCE SOUTHWESTERLY ALONG SAID PARALLEL LINE TO A POINT OPPOSITE HES 44+50 THEREON;

THENCE NORTHWESTERLY TO A POINT OPPOSITE HES 43+50 ON SAID SR 518 LINE SURVEY AND 100 FEET SOUTHEASTERLY THEREFROM;

THENCE SOUTHWESTERLY PARALLEL WITH SAID SR 518 LINE SURVEY TO A POINT OPPOSITE HES 40+50 THEREON;

THENCE SOUTHWESTERLY TO A POINT OPPOSITE HES 39+00 ON SAID SR 518 LINE SURVEY AND 125 FEET SOUTHEASTERLY THEREFROM;

THENCE SOUTHWESTERLY PARALLEL WITH SAID SR 518 LINE SURVEY TO A POINT ON THE EAST LINE OF 8TH AVENUE SOUTH;

THENCE SOUTHERLY ALONG SAID EAST LINE TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;

THENCE EASTERLY ALONG SAID NORTH LINE TO THE EAST LINE OF THE WEST QUARTER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;

THENCE SOUTHERLY ALONG SAID EAST LINE TO THE NORTH LINE OF THE SOUTH 521.5 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;

THENCE EASTERLY ALONG SAID NORTH LINE A DISTANCE OF 5.99 FEET TO THE EAST LINE OF THE WEST 330.00 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;

THENCE SOUTHERLY ALONG SAID EAST LINE OF THE WEST 330.00 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER TO AN INTERSECTION WITH THE NORTH LINE OF THE SOUTH 440.00 FEET OF SAID SUBDIVISION;

THENCE EASTERLY ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

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ASSIGNMENT OF LESSOR'S INTEREST IN
Rental Agreement

THIS ASSIGNMENT, made this 28th day of JUNE, 1991

by Santa Anita Realty Enterprises, Inc., a Delaware corporation
(herein called "the Assignor"), to THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED
STATES, a New York corporation having its principal office at 1235 Avenue of the Americas, New York,
New York 10019.
(herein called "the Assignee").

WITNESSETH.

FOR VALUE RECEIVED, the Assignor hereby grants, transfers, and assigns to the Assignee, its successors and assigns all of the right, title and interest of the Assignor in and to that certain Rental Agreement, together with those certain Rental Agreements, with modifications, if any, described in Schedule A hereof, covering premises (herein called "the premises") briefly described as:

See Exhibit A attached hereto

together with any extensions of any thereof and any guarantees of the lessee's obligations under any thereof (each of said Rental Agreements, together with such guarantees, modifications and extensions, being hereinafter referred to as "the Lease").

For the purpose of securing (a) payment of all sums now or at any time hereafter due the Assignee and secured by a certain mortgage or deed of trust made by the Assignor or to a trustee for the Assignor dated _____ 19____ and recorded or to be recorded as or prior to the recording of this Assignment, or by any other mortgage or deed of trust in favor of the Assignee hereafter affecting the premises (each of such mortgages or deeds of trust being hereinafter referred to as "the Mortgage"), and (b) performance and discharge of such obligations, covenants and agreements of the Assignor contained herein or in the Mortgage or any one or both secured thereby.

THE ASSIGNEE AGREES that:

A. So long as there shall exist no default by the Assignor in the payment of any indebtedness secured hereby or to the performance of any obligations of the Assignor herein or to the Mortgage or any other instruments securing said indebtedness, the Assignor shall have the right to collect, but not more than 30 days prior to accrual, all rents, issues and profits from the premises and to retain, use and enjoy the same.

B. Upon the payment in full of all indebtedness secured hereby, as evidenced by the recording or filing of an instrument of satisfaction or full release of the Mortgage without the recording of another Mortgage in favor of the Assignee affecting the premises, this Assignment shall become void and of no effect.

THE ASSIGNOR AGREES, JOINTLY AND SEVERALLY IF THERE BE MORE THAN ONE ASSIGNOR, WITH RESPECT TO EACH LEASE that:

1. The Assignor will: fulfill or perform each and every condition and covenant of the Lease by Lessee to be fulfilled or performed; give prompt notice to the Assignee of any notice of default by the Lessee under the Lease received by the Assignor together with a complete copy of any such notice; at the sole cost and expense of the Assignor, enforce, short of termination of the Lease, the performance or observance of each and every covenant and condition of the Lease by the Lessee to be performed or observed; not knowingly collect or receive any amount of rent, issues, profits or proceeds from the premises in excess of the amount due to the Assignor under the Lease, and not receive nor release the Lessee from any obligations or conditions by the Lessee to be performed.

2. The rights assigned hereunder include all the Assignor's rights and power to receive the amount of any rent, issues, profits or proceeds from the premises in excess of the amount due to the Assignor under the Lease, and not receive nor release the Lessee from any obligations or conditions by the Lessee to be performed for more than 30 days prior to accrual.

3. At the Assignor's sole cost and expense, the Assignor will appear in and defend any action brought on or in any manner connected with the Lease or the obligations or liabilities of the Lessee, Lessee or any guarantor thereunder, and the Assignor, if made a party to any such action, may employ counsel and incur and pay necessary costs and expenses and reasonable attorney's fees, and all such work, with interest at the rate applicable from and after maturity under the note or bond secured by the Mortgage, shall immediately be free from the Assignor and secured hereby.

upon 5 days and

4. Should the Assignor fail to make any payment or do any act as herein provided, then the Assignee, but without obligation so to do and without notice or demand on the Assignor and without releasing the Assignor from any obligation herein, may make or do the same, including specifically, without limiting its general powers, reporting in and defending any action purporting to affect the security hereof or the rights or powers of the Assignee and performing any obligation of the Lessee in the Lease contained and in executing any such power paying necessary costs and expenses, employing counsel and incurring and paying reasonable attorney's fees; and the Assignor will pay immediately upon demand all sums expended by the Assignee under the authority hereof.

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Form 7 - page 2

together with interest thereon at the rate applicable from and after maturity under the note or bond secured by the Mortgage, and the same shall be added to said indebtedness and shall be secured hereby and by the Mortgage.

1. The whole of said indebtedness shall become due upon the election by the Assignee to accelerate the maturity of the indebtedness pursuant to the provisions of the note or bond secured by the Mortgage, or of the Mortgage, or any other instrument which may be held by the Assignee as security for the indebtedness, or (b) at the option of the Assignee, after any attempt by the Assignee to exercise any of the rights described in Paragraph 2 or after any default by the Assignee hereunder and the continuance of such default for 10 days after notice and demand.

following the notice and cure period provided therein, if any

6. After any attempt by the Assignee to exercise any of the rights described in Paragraph 2 or after any default by the Assignee in the payment of said indebtedness or in the performance of any obligation of the Assignee hereon or in the Mortgage or any other instrument securing said indebtedness, the Assignee, at its option, without notice, irrespective of whether a Declaration of Default under any deed of trust has been delivered to the trustee thereunder, and without regard to the adequacy of security for the indebtedness hereby secured, either in person or by agent with or without bringing any action or proceeding, or by a receiver to be appointed by a court, may: enter upon, take possession of, and operate the premises; make, enforce, modify, and accept the surrender of leases; obtain and enforce judgments; file or modify liens; and do any acts which the Assignee deems proper to protect the security hereof until all indebtedness secured hereby is paid in full, and either with or without taking possession of the premises, as its own funds, sue for or otherwise collect and receive all rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, upon any indebtedness secured hereby in such order as the Assignee may determine. Any amount recovered from the premises by the Assignee in excess of the amount necessary to meet all obligations of the Assignee to be necessary to meet such obligations for the subsequent 6 months' period shall be paid over by the Assignee to the Assignor promptly after the expiration of such 6 months' period following the date of such entry. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or event, remedy or affect any notice of default under the Mortgage or invalidate any act done pursuant to such notice.

7. The Assignor, without the prior written consent of the Assignee, will not cause or permit the leasehold estate under the Lease to merge with the Assignor's reversionary interest.

8. (a) The Assignor has not executed any prior assignments of any of its rights under the Lease; (b) the Assignor has not done anything which might prevent the Assignee from or limit the Assignee in operating under any of the provisions hereof; (c) the Assignor has not accepted rent under the Lease more than 30 days in advance of its due date; (d) so far as the Assignor knows, there is no present default by the Lessee under the Lease, and (e) the Lease is in full force and effect, unmodified except as set forth in Schedule A.

as far as Lessor knows
9. The Assignee shall not be obligated to perform or discharge any obligations under the Lease, or under or by reason of this Assignment, and the Assignor hereby agrees to indemnify the Assignee against and hold it harmless from any and all liability, loss or damage which it may or might incur under the Lease or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms of the Lease; should the Assignee incur any such liability, loss or damage under the Lease or under or by reason of this Assignment, or its defense against any such claim or demands, the amount thereof, including costs, expenses and reasonable attorney's fees, together with interest thereon at the rate applicable from and after maturity under the note or bond secured by the Mortgage, shall be secured hereby and by the Mortgage, and the Assignor shall reimburse the Assignee therefor immediately upon demand.

10. This Assignment shall inure to the benefit of the successors and assigns of the Assignee and shall bind the Assignor's legal representatives, successors and assigns.

THE PARTIES AGREE that all notices, demands or documents which are required or permitted to be given or served hereunder shall be in writing and shall be served, given when sent, by registered mail addressed to the Assignor at the address furnished below, and to the attention of the Equitable Life Assurance Society of the United States, 187 Seventh Avenue, New York, New York 10019, and a copy thereof to Equitable Real Estate Investment Management, Inc., 1000 Second Avenue, Suite 3620, Seattle, WA 98104

and that such addresses may be changed from time to time by either party by serving notice as above provided.

IN WITNESS WHEREOF, the Assignor has duly executed this Assignment the day and year first above written.

ADDRESS OF ASSIGNOR

600 W. Santa Ana Blvd. SANTA ANITA REALTY ENTERPRISES, INC.
Suite 950
Santa Ana, CA 92702

Donald G. Herms
DONALD G. HERMS
VICE PRESIDENT/TREASURER

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ALL-PURPOSE ACKNOWLEDGMENT

NO 700

State of California
County of Orange

On 6/28/91 before me, Mary F. Harper
DATE NAME, TITLE OF OFFICER - E.G., JANE DOE, NOTARY PUBLIC

personally appeared Glenn L. Carpenter + Donald G. Herrman
NAME(S) OF SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Witness my hand and official seal.

Mary F. Harper
SIGNATURE OF NOTARY

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL(S)
- CORPORATE President
OFFICER(S) Vice President TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- SUBSCRIBING WITNESS
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(ES)
Santa Anita Realty Enterprises, Inc.

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE
MUST BE ATTACHED
TO THE DOCUMENT
DESCRIBED AT RIGHT:

Title or Type of Document Rental Agreement
Number of Pages 6 Date of Document 6/28/91
Signer(s) Other Than Named Above _____

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EXHIBIT A1

PARCEL E:

THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 4 EAST W.M.. DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF DES MOINES WAY SOUTH. (BEING 30.00 FEET NORTHWESTERLY, OF WHEN MEASURED AT RIGHT ANGLES TO, THE CENTERLINE THEREOF) AND THE NORTH LINE OF THE SOUTH 440.00 FEET OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4;

THENCE NORTHEASTERLY, ALONG SAID NORTHWESTERLY LINE, TO A POINT OPPOSITE HIGHWAY ENGINEER'S STATION (HEREINAFTER REFERRED TO AS HES) 240+75 ON THE DES MOINES WAY LINE SURVEY OF SR 518, RIVERTON HEIGHTS (SR 509 TO SR5) AND 30.00 FEET NORTHWESTERLY THEREFROM;

THENCE NORTHEASTERLY TO A POINT OPPOSITE HES 240+25 ON SAID DES MOINES WAY LINE SURVEY AND 50 FEET NORTHWESTERLY THEREFROM;

THENCE NORTHEASTERLY, PARALLEL WITH SAID DES MOINES WAY LINE SURVEY, TO A POINT ON A LINE DRAWN PARALLEL WITH AND 125 FEET SOUTHERLY, WHEN MEASURED AT RIGHT ANGLES FROM, THE SR 518 LINE SURVEY OF SAID HIGHWAY;

THENCE SOUTHWESTERLY, ALONG SAID PARALLEL LINE, TO A POINT OPPOSITE HES 44+50 THEREON;

THENCE NORTHWESTERLY TO A POINT OPPOSITE HES 43+50 ON SAID SR 518 LINE SURVEY AND 100 FEET SOUTHEASTERLY THEREFROM;

THENCE SOUTHWESTERLY, PARALLEL WITH SAID SR 518 LINE SURVEY, TO A POINT OPPOSITE HES 40+50 THEREON;

THENCE SOUTHWESTERLY TO A POINT OPPOSITE HES 39+00 ON SAID SR 518 LINE SURVEY AND 125 FEET SOUTHEASTERLY THEREFROM;

THENCE SOUTHWESTERLY, PARALLEL WITH SAID SR 518 LINE SURVEY, TO A POINT ON THE EAST LINE OF 8TH AVENUE SOUTH;

THENCE SOUTHERLY, ALONG SAID EAST LINE, TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4;

THENCE EASTERLY, ALONG SAID NORTH LINE, TO THE EAST LINE OF THE WEST 1/4 OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4;

THENCE SOUTHERLY, ALONG SAID EAST LINE, TO THE NORTH LINE OF THE SOUTH 521.5 FEET OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4;

THENCE EASTERLY, ALONG SAID NORTH LINE, A DISTANCE OF 5.99 FEET TO THE EAST LINE OF THE WEST 330.00 FEET OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4;

THENCE SOUTHERLY, ALONG SAID EAST LINE OF THE WEST 330.00 FEET OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4, TO AN INTERSECTION WITH THE NORTH LINE OF THE SOUTH 440.00 FEET OF SAID SUBDIVISION;

THENCE EASTERLY, ALONG SAID NORTH LINE, TO THE POINT OF BEGINNING;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

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EXHIBIT A2

PARCEL A:

THE NORTH 297 FEET OF THE EAST 420.25 FEET OF THE NORTHEAST 1/4 OF THE
SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 4 EAST W.M.;

EXCEPT THE NORTH 30 FEET CONVEYED TO KING COUNTY FOR SOUTH 152ND STREET BY
DEED RECORDED UNDER RECORDING NO. 1201120;

AND EXCEPT THE EAST 190 FEET THEREOF;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

PARCEL B:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP
23 NORTH, RANGE 4 EAST W.M.;

THENCE SOUTH 357 FEET TO THE TRUE POINT OF BEGINNING;

THENCE WEST 476.25 FEET;

THENCE SOUTH 169 FEET;

THENCE EASTERLY TO A POINT WHICH IS 157 FEET SOUTH OF THE TRUE POINT OF
BEGINNING;

THENCE NORTH 157 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THAT PORTION THEREOF FOR DES MOINES WAY SOUTH RIGHT-OF-WAY;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

PARCEL C:

THAT PORTION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP
23 NORTH, RANGE 4 EAST W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 594 FEET SOUTH OF THE NORTHEAST CORNER OF SAID
SUBDIVISION;

THENCE WEST 478 FEET;

THENCE NORTH 68 FEET;

THENCE EAST 478 FEET, MORE OR LESS, TO A POINT ON THE NORTH AND SOUTH
CENTERLINE OF SAID SECTION 20, WHICH POINT IS SOUTH 514 FEET FROM SAID
NORTHEAST CORNER;

THENCE SOUTH 80 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;

EXCEPT THE EAST 30 FEET THEREOF LYING WITHIN DES MOINES WAY SOUTH
RIGHT-OF-WAY;

AND EXCEPT THE WEST 12 FEET OF THE EAST 42 FEET CONVEYED TO KING COUNTY FOR
DES MOINES WAY SOUTH BY DEED RECORDED UNDER RECORDING NO. 8703110458;

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feet

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DESCRIPTION (continued):

TOGETHER WITH THE FOLLOWING:

BEGINNING AT A POINT 594 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SUBDIVISION:
 THENCE WEST 30 FEET TO THE WEST LINE OF DES MOINES WAY SOUTH AND THE TRUE POINT OF BEGINNING:
 THENCE WEST 495.62 FEET:
 THENCE SOUTH 181.5 FEET:
 THENCE EAST 495.63 FEET, MORE OR LESS, TO THE WEST LINE OF DES MOINES WAY SOUTH:
 THENCE NORTH 181.5 FEET TO THE TRUE POINT OF BEGINNING;
 EXCEPT THE SOUTH 171.5 FEET THEREOF;
 AND EXCEPT THE EAST 12 FEET THEREOF CONVEYED TO KING COUNTY FOR DES MOINES WAY SOUTH BY DEED RECORDED UNDER RECORDING NO. 8703110456;
 AND EXCEPT THAT PORTION CONVEYED TO KING COUNTY BY DEED RECORDED UNDER RECORDING NO. 5025730, DESCRIBED AS FOLLOWS:
 BEGINNING AT THE CENTER OF SAID SECTION 20, AT THE INTERSECTION OF THE CENTER LINES OF SOUTH 152ND STREET AND 8TH AVENUE SOUTH:
 THENCE SOUTH 01°03'58" WEST 594 FEET ALONG THE CENTERLINE OF 8TH AVENUE SOUTH:
 THENCE NORTH 89°01'48" WEST 496 FEET, PARALLEL TO THE CENTERLINE OF SOUTH 152ND STREET, TO THE TRUE POINT OF BEGINNING OF THIS EXCEPTION:
 THENCE SOUTH 01°03'56" WEST 10 FEET;
 THENCE NORTH 89°01'58" WEST 29.62 FEET;
 THENCE NORTH 01°03'56" EAST 10 FEET;
 THENCE SOUTH 89°01'46" EAST 29.62 FEET TO THE TRUE POINT OF BEGINNING OF THIS EXCEPTION:

PARCEL D:

BEGINNING AT A POINT 594 FEET SOUTH AND 30 FEET WEST OF THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 4 EAST W.M., WHICH POINT IS LOCATED ON THE WEST MARGIN OF DES MOINES WAY SOUTH (8TH AVENUE SOUTH) AS ORIGINALLY ESTABLISHED:
 THENCE WEST 495.62 FEET:
 THENCE SOUTH 181.5 FEET:
 THENCE EAST 495.63 FEET, MORE OR LESS, TO THE WEST MARGIN OF SAID COUNTY ROAD;
 THENCE NORTH 181.5 FEET TO THE POINT OF BEGINNING;

EXCEPT THE NORTH 10 FEET THEREOF;

AND EXCEPT THE FOLLOWING:

BEGINNING AT THE CENTER OF SAID SECTION 20, BEING THE INTERSECTION OF THE CENTER LINES OF SOUTH 152ND STREET AND DES MOINES WAY SOUTH (8TH AVENUE SOUTH):
 THENCE SOUTH 01°03'56" WEST 604 FEET ALONG THE CENTERLINE OF DES MOINES WAY SOUTH (8TH AVENUE SOUTH);
 THENCE NORTH 89°01'46" WEST 496 FEET, PARALLEL TO THE CENTERLINE OF SOUTH 152ND STREET, TO THE TRUE POINT OF BEGINNING OF THIS EXCEPTION:
 THENCE SOUTH 01°03'56" WEST 171.5 FEET;
 THENCE NORTH 89°01'46" WEST 29.85 FEET;
 THENCE NORTH 01°03'56" EAST 171.5 FEET;
 THENCE SOUTH 89°01'48" EAST 29.62 FEET TO THE TRUE POINT OF BEGINNING OF THIS EXCEPTION:

AND EXCEPT THE EAST 12 FEET THEREOF CONVEYED TO KING COUNTY FOR DES MOINES WAY SOUTH RECORDED UNDER RECORDING NO. 8703110455;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON

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DEED OF TRUST AND SECURITY AGREEMENT

THIS DEED OF TRUST ("Deed") made this 28 day of June, 1991, between SANTA ANITA REALTY ENTERPRISES, INC., whose address is 600 W. Santa Ana Blvd., Suite 950, P.O. Box 22015, Santa Ana, California 92701 ("Grantor"); TICOR TITLE INSURANCE COMPANY OF CALIFORNIA, a California corporation, its successors in trust and assigns, and whose address is 1008 Western Avenue, Suite 200, Seattle, Washington 98104 ("Trustee"); and THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, having its office and post office address at 787 Seventh Avenue, New York, New York 10019 ("Beneficiary").

W I T N E S S E T H

Grantor hereby GRANTS, BARGAINS, SELLS, and CONVEYS to Trustee, IN TRUST, with POWER OF SALE, fee simple title to all of those certain parcels of land with the buildings and improvements thereon, situated in the County of King, State of Washington, and legally described on Exhibit A, which legal description is incorporated by this reference as if fully set forth herein. Grantor's title is subject only to permitted exceptions as specifically described on Exhibit B, which is incorporated by this referenced as if fully set forth herein.

TOGETHER with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and the reversion or reversions, remainder and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, property, claim, and demand whatsoever of Grantor, of, in, and to the same and of, in, and to every part and parcel thereof.

TOGETHER with all right, title, and interest of Grantor, if any, in and to the land lying in the bed of any street, road, or avenue, opened or proposed, in front of or adjoining the above-described real estate to the centerline thereof.

TOGETHER with all machinery, apparatus, equipment, fittings, fixtures, and articles of personal property of every kind and nature whatsoever, now or hereafter located in or upon said real estate or any part thereof and used in connection with any present or future operation of said real estate (hereinafter called "equipment") and now owned or hereafter acquired by Grantor, including, but without limiting the generality of the foregoing, all heating, lighting, cleaning, fire-prevention, fire extinguishing, refrigerating, ventilating, and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves and wall beds, refrigerators, attached cabinets, partitions, ducts and compressors, and all of the right, title, and interest of Grantor in and to any equipment which may be subject to any title retention or security agreement superior in lien to the lien of this Deed. It is understood and agreed that

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RECEIVED THIS DAY
JUL 2 1991
BY THE CLERK
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REC'D F 35.00
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all equipment is appropriated to the use of said real estate, and whether affixed or annexed or not, shall for the purpose of this Deed be deemed conclusively to be conveyed hereby. Grantor agrees to execute and deliver, from time to time, such further instruments as may be reasonably requested by Beneficiary to confirm the lien of this Deed to any equipment.

To the extent any of the Property is personal property, Grantor, as debtor, grants a security interest therein to Beneficiary, as secured party, pursuant to the Uniform Commercial Code of the State of Washington (the "UCC"), on the terms and conditions contained herein except that where any provision hereof is in conflict with the UCC, the UCC shall control. Grantor hereby conveys such security interest to Trustee, in trust, for the benefit of Beneficiary to be dealt with as a portion of the "property" except as otherwise specified herein.

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TOGETHER with any and all awards or payments, including interest thereon, and the rights to receive the same, which may be made with respect to the premises as a result of (a) the exercise of the right of eminent domain, or (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the premises, to the extent of all amounts which may be secured by this Deed at the date of receipt of any such award or payment by Beneficiary, and of the reasonable counsel fees, costs, and disbursements incurred by Beneficiary in connection with the collection of such award or payment. The Grantor agrees to execute and deliver, from time to time, such further instruments as may be reasonably requested by Beneficiary to confirm such assignment to Beneficiary of any such award or payment.

All of the foregoing is variously referred to as the "property," the "premises," or the "buildings."

TO HAVE AND TO HOLD the above granted and described premises with the appurtenances, unto Trustee, for the benefit of Beneficiary, its successors and assigns, forever.

PROVIDED ALWAYS, and these presents are upon this express condition, that if Grantor, and the heirs, executors, administrators, successors, or assigns of Grantor shall well and truly pay unto Beneficiary, its successors or assigns, the sum of money mentioned in the Note, as hereafter defined, and the interest thereon, at the time and in the manner mentioned in the Note, and shall well and truly abide by and comply with each and every covenant and condition set forth herein or in the Note, then these presents and the estate hereby granted shall cease, determine, and be void.

This Deed of Trust is for the purpose of securing performance of each agreement of Grantor contained herein and payment of the sum of TWELVE MILLION NINE HUNDRED THOUSAND DOLLARS (\$12,900,000.00), lawful money of the United States, to be paid with interest thereon according to the terms of a certain note of

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even date herewith, payable to Beneficiary or order and made by Grantor, and all renewals, modifications, or extensions thereof, herein sometimes called the Note ("Note"), and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of its successors, heirs, and assigns, together with interest thereon at such rate as shall be agreed upon.

AND Grantor covenants with Beneficiary as follows:

1. That Grantor will pay the said sum of money mentioned in the Note and the interest thereon, at the time and in the manner mentioned in the Note.

2. (a) That Grantor will keep the buildings on the premises and the equipment insured for the benefit of Beneficiary against loss or damage by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, smoke, and (as, when, and to the extent insurance against war risks is obtainable from the United States of America or an agency thereof) against war risks, and if such coverage is available and if required by Beneficiary, against flood damage, all in amounts approved by Beneficiary not exceeding one hundred percent (100%) of full insurable value, and when and to the extent required by Beneficiary against any other risk insured against by persons operating like properties in the locality of the premises; that all insurance herein provided for shall be in form and with companies approved by Beneficiary; that, regardless of the types or amounts of insurance required and approved by Beneficiary, Grantor will assign to and deliver to Beneficiary certified copies of all policies of insurance which insure against any loss or damage to the premises, as collateral and further security for the payment of the money secured by this Deed, with loss payable to Beneficiary pursuant to the New York Standard or other mortgagee clause, without contribution, satisfactory to Beneficiary; that if Grantor defaults in so insuring the premises or in so assigning and delivering the policies, Beneficiary may, at the option of Beneficiary, effect such insurance from year to year and pay the premiums therefor, and that Grantor will reimburse Beneficiary for any premiums so paid, with interest from the time of payment, on demand, and the same shall be secured by this Deed; that if Beneficiary by reason of such insurance receives any money for loss or damage, such amount may, at the option of Beneficiary, be retained and applied (without prepayment charge) by Beneficiary toward payment of the monies secured by this Deed, or be paid over wholly or in part to Grantor for the repair of said buildings or for the erection of new buildings in their place, or for any other purpose or object satisfactory to Beneficiary, but Beneficiary shall not be obligated to see to the proper application of any amount paid over to Grantor.

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(b) That no less than five (5) days prior to the expiration dates of each policy required of Grantor pursuant to this Article, Grantor will deliver to Beneficiary a certificate reflecting the renewal policy, marked "premium paid" or accompanied by other evidence of payment satisfactory to Beneficiary, and as soon thereafter as available, certified copies of the renewal policy or policies.

(c) That in the event of a foreclosure of this Deed, or nonjudicial sale of the property secured thereby, the purchaser of the premises shall succeed to all the rights of Grantor, including any right to unearned premiums, in and to all policies of insurance assigned and delivered to Beneficiary pursuant to the provisions of this Article.

3. That no building or other property now or hereafter covered by the lien of this Deed shall be removed, demolished, or materially altered, without the prior written consent of Beneficiary, except that Grantor shall have the right, without such consent, to remove and dispose of, free from the lien of this Deed, such equipment as from time to time may become worn out or obsolete, provided that either (a) simultaneously with or prior to such removal any such equipment shall be replaced with other equipment of a value at least equal to that of the replaced equipment and free from any title retention or security agreement or other encumbrance, and by such removal and replacement Grantor shall be deemed to have subjected such equipment to the lien of this Deed, or (b) any net cash proceeds received from such disposition shall be paid over promptly to Beneficiary to be applied to the last installments due on the indebtedness secured without any charge for prepayment.

4. That the whole of the principal sum and interest thereon shall become due at the option of Beneficiary:

(a) After default in the payment of any installment of principal and/or interest for five (5) days following written notice; or

(b) After default in the payment of any tax, water rate, or assessment for ten (10) days after written notice and demand; or

(c) After default for ten (10) days after written notice and demand either in assigning to and delivering certified copies of the policies of insurance herein described or referred to or in reimbursing Beneficiary for premiums paid on such insurance as herein provided; or

(d) After default for ten (10) days following a written request to furnish a statement of the amount due on this Deed and whether any offsets or defenses exist against the debt, as provided in Article 8 hereof; or

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(e) After default for thirty (30) days after written notice and demand in the payment of any installment which may be then due or delinquent of any assessment for local improvement which may now or hereafter affect the premises and may be or become payable in installments; or

(f) Upon the actual or threatened waste, removal, or demolition of, or material alteration to, any part of the premises, except as permitted by Article 3; or

(g) Upon default in keeping in force the insurance required by Article 2, or upon default after five (5) days written notice in modifying insurance as requested by Beneficiary as required by Article 2; or

(h) Upon assignment by Grantor of the whole or any part of the rents, income, or profits arising from the premises without the written consent of Beneficiary; or

(i) After default for thirty (30) days after written notice and demand in the removal of any federal tax lien on the premises, or the posting of security acceptable to Beneficiary to assure against any loss resulting from failure to so remove any such lien; or

(j) Upon any assignment made by the then owner of the premises for the benefit of creditors; or

(k) Upon the appointment of a receiver, liquidator, or trustee of the then owner of the premises or of any of its property, or the adjudication of such owner to be a bankrupt or insolvent, or the filing of any petition for the bankruptcy, reorganization, or arrangement of such owner pursuant to the Federal Bankruptcy Act or any similar statute, or the institution of any proceeding for the dissolution or liquidation of such owner, and, if such appointment, adjudication, petition, or proceeding be involuntary and not consented to by such owner, the failure to have the same discharged, stayed, or dismissed within ninety (90) days; or

(l) Upon default after thirty (30) days written notice and demand in the observance or performance of any other nonmonetary covenants or agreements of Grantor hereunder; provided, however, if any such other nonmonetary default requires more than thirty (30) days to cure, then for such longer period provided Grantor promptly commences and thereafter diligently pursues such cure to completion; or

(m) Upon the election by Beneficiary to accelerate the maturity of said principal sum pursuant to the provisions of the Note or of any other instrument which may be held by Beneficiary as additional security for the Note.

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5. That in the event of any default in the performance of any of Grantor's covenants or agreements herein and the expiration of the cure period, if any, Beneficiary may, at the option of Beneficiary and upon written notice to Grantor, perform the same and the cost thereof, with interest at the rate applicable under the Note from and after maturity, shall immediately be due from Grantor to Beneficiary and secured by this Deed.

6. That Grantor will pay all taxes, assessments, water rates, sewer charges, and other charges and any prior liens now or hereafter assessed or liens on or levied against the premises or any part thereof, and in case of default in the payment thereof when the same shall be due and payable, Beneficiary may, upon a default by Grantor as provided in paragraph 4(b), without notice or demand to Grantor, pay the same or any of them; that the monies paid by Beneficiary in discharge of taxes, assessments, water rates, sewer charges, and other charges and prior liens shall be a lien on the premises added to the amount of said note or obligation and secured by this Deed, payable on demand with interest at the rate applicable under the Note from and after maturity; and that upon request of Beneficiary, Grantor will exhibit to Beneficiary receipts for or other satisfactory evidence of the payment of all items specified in this Article prior to the date when the same shall become delinquent.

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7. That Beneficiary, in any action to foreclose this Deed, or in the event of a nonjudicial sale of the property, or upon the actual or threatened waste to any part of the premises, or upon default in the observance or performance of any covenant or agreement of Grantor hereunder, shall be at liberty to apply for the appointment of a receiver of the rents and profits of the premises upon prior notice to Grantor, and shall be entitled to the appointment of such a receiver as a matter of right, without consideration of the value of the premises as security for the amounts due Beneficiary, or the solvency of any person or corporation liable for the payment of such amounts. Beneficiary or the receiver shall be entitled to a reasonable fee for so managing the property.

8. That Grantor upon request, made either personally or by mail, shall confirm by a writing duly acknowledged, to Beneficiary or to any proposed assignee of this Deed, Beneficiary's statement of the amount of principal and interest then owing on this Deed and whether any offsets or defenses exist against the debt within five (5) days in case the request is made personally, or within ten (10) days after the mailing of such request in case the request is made by mail.

9. That every provision for notice and demand or request shall be deemed fulfilled by written notice and demand or request personally served on one or more of the persons who shall at the time hold the record title to the premises, or on their heirs or successors, or three (3) days after mailing by depositing it in any post office station or letter box, enclosed in a postpaid

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envelope, certified mail, addressed to such person or persons, or their heirs or successors, at his, their, or its address last known to Beneficiary.

10. That Grantor warrants the title to the premises; and that the premises are not used principally for agricultural or farming purposes.

11. That in case of any sale under this Deed, by virtue of judicial proceedings or otherwise, the premises may be sold in one parcel and as an entirety or in such parcels, manner, or order as Beneficiary in its sole discretion may elect.

12. That in the event of the passage after the date of this Deed of any law of the State of Washington, deducting from the value of real property for the purposes of taxation any lien thereon or changing in any way the laws for the taxation of mortgages or debts secured by mortgage for State or local purposes or the manner of the collection of any such taxes, and imposing a tax, either directly or indirectly, on this Deed or the Note, Beneficiary shall have the right to declare the principal sum and the interest due on a date to be specified by not less than thirty (30) days' written notice to be given to Grantor by Beneficiary; provided, such prepayment shall not be subject to any prepayment or acceleration fee; provided, further, that such election shall be ineffective if Grantor is permitted by law to pay the whole of such tax in addition to all other payments required hereunder and if Grantor, prior to such specified date, does pay such tax and agrees to pay any such tax when thereafter levied or assessed against the premises, and such agreement shall constitute a modification of this Deed.

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13. That if Beneficiary or Trustee shall incur or expend any sums, including reasonable attorneys' fees or for any title examination or title insurance policy relating to the title to the premises, whether in connection with any action or proceeding or not, to sustain the lien of this Deed or its priority, or to protect or enforce any of its rights hereunder, or to recover any indebtedness hereby secured, all such sums shall on notice and demand be paid by Grantor, together with the interest thereon at the rate applicable under the Note (and if not paid within five (5) days following notice and demand, at the rate applicable under the Note from and after maturity), and shall be a lien on the premises, prior to any right or title to, interest in, or claim upon, the premises subordinate to the lien of this Deed, and shall be deemed to be secured by this Deed and evidenced by the Note; and that in any action or proceeding to foreclose this Deed, including a sale under a power of sale, or to recover or collect the debt secured thereby, the provisions of law respecting the recovery of costs, disbursements, and allowances shall prevail unaffected by this covenant.

14. That Grantor shall maintain the premises in good condition and repair, will not commit or suffer any waste of the

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premises, and will not permit or conduct either the generation, treatment, storage, or disposal of hazardous waste, as defined in the Resource Conservation and Recovery Act as amended from time to time, or the disposal on the premises of petroleum, or any hazardous substance, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time; that Grantor shall promptly repair, restore, replace, or rebuild any part of the premises now or hereafter subject to the lien of this Deed which may be damaged or destroyed by any casualty whatsoever or which may be affected by any proceeding of the character referred to in Article 15; that Grantor will complete and pay for, within a reasonable time, any structure at any time in the process of construction on the premises; and that Grantor will not without the consent of Beneficiary, which consent shall not be unreasonably withheld, initiate, join in, or consent to any change in any private restrictive covenant, zoning ordinance, or other public or private restrictions, limiting or defining the uses which may be made of the premises or any part thereof.

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15. That notwithstanding any taking by eminent domain, alteration of the grade of any street or other injury to or decrease in value of the premises by any public or quasi-public authority or corporation, Grantor shall continue to pay interest on the entire principal sum secured until any such award or payment shall have been actually received by Beneficiary and any reduction in the principal sum resulting from the application by Beneficiary of such award or payment as hereinafter set forth shall be deemed to take effect only on the date of such receipt; that said award or payment may, at the option of Beneficiary, be retained and applied (without prepayment charge) by Beneficiary toward payment of the monies secured by this Deed, or be paid over wholly or in part to Grantor for the purpose of altering, restoring, or rebuilding any part of the premises which may have been altered, damaged, or destroyed as a result of any such taking, alteration of grade, or other injury to the premises, or for any other purpose or object satisfactory to Beneficiary, but Beneficiary shall not be obligated to see to the application of any amount paid over to Grantor. If prior to the receipt by Beneficiary of such award or payment the premises shall have been sold on foreclosure including a sale under a power of sale of this Deed, Beneficiary shall have the right to receive said award or payment to the extent of any deficiency found to be due upon such sale, with legal interest thereon, whether or not a deficiency judgment on this Deed shall have been sought or recovered or denied, and of the reasonable counsel fees, costs, and disbursements incurred by Beneficiary in connection with the collection of such award or payment.

16. That Beneficiary and any persons authorized by Beneficiary shall have the right to enter and inspect the premises at all reasonable times; and that if, at any time after default by Grantor in the performance of any of the terms, covenants, or provisions of this Deed or the Note, the management or maintenance

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of the premises shall be determined by Beneficiary to be unsatisfactory and continues to be unsatisfactory for the thirty (30) day period following written notice, Grantor shall employ, for the duration of such default, as managing agent of the premises, any person from time to time designated by Beneficiary.

17. That at any time within thirty (30) days after notice and demand by Beneficiary, Grantor will deliver to Beneficiary, but not more frequently than once in every twelve- (12-) month period, (a) a statement in such reasonable detail as Beneficiary may request, certified by the owner or an executive officer of a corporate owner or managing partner of a partnership owner, of the leases relating to the premises, and (b) a statement in such reasonable detail as Beneficiary may request, certified by a certified public accountant, or by the owner or an executive officer or treasurer of a corporate owner or managing partner or a partnership owner, of the income and expenses of the premises for the last twelve- (12-) month calendar period prior to giving of such notice, and that on demand Grantor will furnish to Beneficiary executed counterparts of any such leases and convenient facilities for the audit and verification of any such statement.

18. That Grantor will not assign the whole or any part of the rents, income, or profits arising from the premises without the written consent of Beneficiary and any assignment thereof shall be null and void; that said rents, income, and profits are hereby assigned to Beneficiary, and that upon notice and demand, Grantor will transfer and assign to Beneficiary, in form satisfactory to Beneficiary, the lessor's interest in any lease now or hereafter affecting the whole or any part of the premises.

19. That Grantor will deliver promptly to the Beneficiary (i) copies of any documents received from the United States Environmental Protection Agency and/or any state, county, or municipal environmental or health agency concerning the Grantor's operations on the premises; and (ii) copies of any documents submitted by the Grantor to the United States Environmental Protection Agency and/or any state, county, or municipal environmental or health agency concerning its operations on the premises.

20. That Beneficiary shall have the right upon notice and expiration of the cure period, if any, from time to time to enforce any legal or equitable remedy against Grantor and to sue for any sums whether interest, damages for failure to pay principal or any installment thereof, taxes, installments of principal, or any other sums required to be paid under the terms of this Deed, as the same become due, without regard to whether or not the principal sum secured or any other sums secured by the Note and this Deed shall be due and without prejudice to the right of Beneficiary thereafter to enforce any appropriate remedy against Grantor including an action of foreclosure, sale under a

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power of sale, or any other action, for a default or defaults by Grantor existing at the time such earlier action was commenced.

21. That any payment made in accordance with the terms of this Deed by any person at any time liable for the payment of the whole or any part of the sums now or hereafter secured by this Deed, or by any subsequent owner of the premises, or by any other person whose interest in the premises might be prejudiced in the event of a failure to make such payment, or by any stockholder, officer, or director of a corporation which at any time may be liable for such payment or may own or have such an interest in the premises, shall be deemed as between Beneficiary and all persons who at any time may be liable as aforesaid or may own the premises, to have been made on behalf of all such persons.

22. That any failure by Beneficiary to insist upon the strict performance by Grantor of any of the terms and provisions hereof shall not be deemed to be a waiver of any of the terms and provisions hereof, and Beneficiary, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Grantor of any and all of the terms and provisions of this Deed to be performed by Grantor; that neither Grantor nor any other person now or hereafter obligated for the payment of the whole or any part of the sums now or hereafter secured by this Deed shall be relieved of such obligation by reason of the failure of Beneficiary to comply with any request of Grantor or of any other person so obligated to take action to foreclose this Deed or otherwise enforce any of the provisions of this Deed or of any obligations secured by this Deed, or by reason of the release, regardless of consideration, of the whole or any part of the security held for the indebtedness secured by this Deed, or by reason of any agreement or stipulation between any subsequent owner or owners of the premises and Beneficiary extending the time for payment or modifying the terms of the Note or this Deed without first having obtained the consent of Grantor or such other person, and in the latter event, Grantor and all such other persons shall continue liable to make such payments according to the terms of any such agreement of extension or modification unless expressly released and discharged in writing by Beneficiary; that, regardless of consideration, and without the necessity for any notice to or consent by the holder of any subordinate lien on the premises, Beneficiary may release the obligation of anyone at any time liable for any of the indebtedness secured by this Deed or any part of the security held for the indebtedness and may extend the time for payment or otherwise modify the terms of the Note and/or this Deed without, as to the security or the remainder thereof, in anywise impairing or affecting the lien of this Deed or the priority of such lien, as security for the payment of the indebtedness as it may be so extended or modified, over any subordinate lien; that the holder of any subordinate lien shall have no right to terminate any lease affecting the premises whether or not such lease be subordinate to this Deed; and that Beneficiary may resort for the payment of the

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indebtedness secured hereby to any other security therefor held by Beneficiary in such order and manner as Beneficiary may elect.

23. TRUSTEE.

(a) General Powers and Duties of Trustee.

At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary, payment of its own fees, and presentation of this Deed and note for endorsement (in case of full conveyance, for cancellation or retention), without affecting the liability of any person for the payment of the indebtedness, Trustee may:

(i) Consent to the making of any map or plat of the Property;

(ii) Join in granting any easement or creating any restriction thereon;

(iii) Join in any subordination or other agreement affecting this Deed or the lien or charge thereof; or

(iv) Reconvey, without warranty, all or any part of the property.

(b) Reconveyance.

Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and the Note to Trustee for cancellation and retention or return to Grantor and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this Deed of any matters of fact shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

(c) Powers and Duties on Default.

Upon written request therefor by Beneficiary specifying the nature of the default, or the nature of the several defaults, and the amount or amounts due and owing, Trustee shall execute a written notice of breach and of its election to cause the property to be sold to satisfy the obligation secured hereby, and shall cause such notice to be recorded and otherwise given according to law.

Notice of sale having been given as then required by law and not less than the time then required by law having elapsed after recordation of such notice of breach, Trustee, without demand on Grantor, shall sell the property at the

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time and place of sale specified in the notice, as provided by statute, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest and best bidder for cash in lawful money of the United States, payable at time of sale. Grantor agrees that such a sale (or a sheriff's sale pursuant to judicial foreclosure) of all the property as real estate constitutes a commercially reasonable disposition thereof, but that with respect to all or any part of the property which may be personal property Trustee shall have and exercise, at Beneficiary's sole election, all the rights and remedies of a secured party under the UCC. Whenever notice is permitted or required hereunder or under the UCC, ten (10) days shall be deemed reasonable. Trustee may postpone sale of all or any portion of the property, and from time to time thereafter may postpone such sale, as provided by statute. Trustee shall deliver to the purchaser its deed and bill of sale conveying the property so sold, but without any covenant or warranty, express or implied. The recital in such deed and bill of sale of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees, and expenses of Trustee and of this trust, including the cost of evidence of title search and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof not then repaid, with accrued interest at eighteen percent (18%) per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(d) Reconveyance of Security Interest.

At the request of Beneficiary, Trustee shall convey to Beneficiary the security interest created hereby and after such conveyance Beneficiary shall have the right, upon the occurrence of any Event of Default, to realize upon the personal property subject to this Security Agreement, independent of any action of Trustee, pursuant to the UCC.

(e) Acceptance of Trust.

Trustee accepts this trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto except Beneficiary of pending sale under any other deed of trust or of any action or proceeding in which Grantor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

(f) Reliance.

Trustee, upon presentation to it of an affidavit signed by Beneficiary setting forth facts showing a default by

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Grantor under this Deed, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

(g) Replacement of Trustee.

Beneficiary may, from time to time, as provided by statute, appoint another trustee in place and stead of Trustee herein named, and thereupon Trustee herein named shall be discharged and the trustee so appointed shall be substituted as Trustee hereunder, with the same effect as if originally named Trustee.

24. (a) That Grantor further covenants and warrants:

(i) That Grantor shall not use the assets of an employee benefit plan as defined in Section Three (3) of the Employee Retirement Income Security Act of 1974, as now or hereafter amended, in the exercise of any of its obligations or rights specified in this Deed or in the Note or in any collateral instrument further securing Grantor's obligation under the Note or this Deed, or in the performance of any transaction under the Note or this Deed, or any said collateral instrument;

(ii) That the property does not, and without the written prior consent of Beneficiary, shall not constitute an asset of such an Employee Benefit Plan; and

(iii) That Grantor shall not sell, convey, or transfer the property to a person or entity which could not satisfy the undertaking set forth in clauses (i) and (ii) of this subparagraph (a), regardless of whether any of the above described conditions arise by operation of law or otherwise.

(b) That if Grantor fails to comply with the provisions of subparagraph (a) of this Article, Beneficiary may, at its option:

(i) Declare the whole or any part of the indebtedness secured by this Deed due and payable; and/or

(ii) Seek any other remedies Beneficiary may have at law or in equity.

(c) That notwithstanding any other provisions of this Deed, in the event that Grantor shall at any time sell, convey, or transfer, or attempt to sell, convey, or transfer the property in violation of the provisions of subparagraph (a) of this Article, Beneficiary shall, in addition to all rights and remedies that it may have at law or in equity, or

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under this Deed, be entitled to a decree or order restraining and enjoining such sale, conveyance, or transfer, and Grantor shall not plead in defense thereof that there would be an adequate remedy at law, it being hereby expressly acknowledged and agreed that damages at law would be an inadequate remedy for breach or threatened breach of the provisions of clause (iii) of subparagraph (a) of this Article.

25. [Intentionally omitted.]

26. [Intentionally omitted.]

27. That at any time within thirty (30) days after notice and demand by Beneficiary, Grantor will furnish to Beneficiary last annual balance sheets and statements of income and surplus (certified by Grantor to Beneficiary's reasonable satisfaction) of Grantor (provided Beneficiary shall not make such demand with respect to Grantor more frequently than once in any twelve (12) month period unless an event of default shall have occurred and be continuing) and, to the extent that Grantor is able by reasonable diligence to secure the same, of any guarantors of all or any part of the indebtedness secured by this Deed, and that Grantor consents to the delivery by Beneficiary to any purchaser or prospective purchaser of all or part of this Deed of (a) such information as Beneficiary receives pursuant to the provisions of this Deed and (b) such other information as Beneficiary may have with respect to (i) the indebtedness secured by this Deed and the documents relating thereto, (ii) the premises, and (iii) the Grantor and any such guarantors.

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28. That upon the occurrence of any default under this Deed or the Note and expiration of the cure period, if any, and at any time thereafter, Grantor, upon request from Beneficiary, will pay to Beneficiary, on the first day of each and every month thereafter ensuing, in addition to principal, interest, and any other payments required by the Note or this Deed, an amount (Escrow Fund) equal to one-twelfth (1/12) of all taxes and assessments (and, if so requested, one-twelfth (1/12) of the insurance premiums) on or against the premises to become payable during the ensuing twelve (12) months, as estimated from time to time by Beneficiary (but with the first such payment to be in such amount as shall, with the succeeding payments, be sufficient to pay said charges at least thirty (30) days before they become due and payable), such sums to be held by Beneficiary (without any obligation to pay interest thereon and which sums may be commingled with other funds of Beneficiary) and applied to the payment of said charges prior to their becoming delinquent; that if the Escrow Fund is insufficient to pay the said charges as they become due and payable, then Grantor shall pay to Beneficiary promptly upon demand any amount necessary to make up the deficiency on or before the date when such charges shall become due; that any amount in the Escrow Fund from time to time, until the same shall be applied as above provided, shall constitute

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additional collateral security for the indebtedness secured by this Deed; and that in the event of any default under the Note or this Deed, any part or all of the Escrow Fund may be applied by Beneficiary, at its option, to any part of the indebtedness secured by this Deed.

29. That the whole of the principal sum and the interest shall become due at the option of Beneficiary upon the occurrence of a change in the identity or control of Grantor without the written consent of Beneficiary; provided, public trading of minority ownership interests in Grantor shall not constitute a breach hereof.

30. Grantor acknowledges and agrees that the indebtedness evidenced by the Note of even date herewith is personal to it, and that its personal responsibility and/or control of the property given to secure this indebtedness is a material inducement to the Beneficiary hereunder to agree to enter into this transaction. In the event that all or any part of or any interest in the property shall be sold, transferred, leased (other than to tenants of individual apartment units without options to purchase), conveyed, or in the event a real estate contract or other conveyance transferring title to, or possession of, the Property be entered into with respect thereto, then, upon the occurrence of any one or more of the foregoing events, and regardless of whether or not Grantor shall be in default under the Note or this Deed of Trust or any document evidencing or securing the Note (the "Loan Documents"), Beneficiary may, at its option, declare the then outstanding principal balance evidenced by the Note plus accrued interest thereon immediately due and payable. The execution and delivery by the Grantor of any joint venture agreement, partnership agreement, option agreement exercisable prior to the payment of all sums secured by this Deed, or declaration of trust whereunder any other person or corporation may become entitled, directly or indirectly, to the possession or enjoyment of the Property, or the income or other benefits derived or to be derived therefrom shall in each case be deemed to be a conveyance or assignment of the Grantor's interest in the Property for the purposes of this Article, and shall require the prior written consent of the Beneficiary.

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31. Notwithstanding anything to the contrary contained herein or in the Note, but without in any manner releasing, impairing, or otherwise affecting the validity of the Note or the lien of this Deed of Trust or the Loan Documents, in the event of any default under the terms of the Note or this Deed of Trust, and the expiration of any applicable grace period, the recourse of Beneficiary for any and all such defaults shall be by judicial foreclosure or by the exercise of the Trustee's power of sale or other remedies set forth in this Deed of Trust, and Grantor shall not be personally liable (except for fraud, waste, or other failure to comply with Article 14 hereof, misapplication of funds, misrepresentation, and for other amounts as specified in the Note as sums for which the Beneficiary will have personal recourse

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against the Grantor) for the payment of the Note or for any other sums due as a result of any defaults under the Note or this Deed of Trust, or for the payment of any deficiency established after judicial foreclosure, except to the extent of Grantor's interest in the Property conveyed by this Deed of Trust; provided, however, that nothing contained in this paragraph shall be deemed to prejudice the rights of Beneficiary to: (i) proceed against any entity or person whatsoever including Grantor with respect to the enforcement of any guarantees, or similar rights to payment, including any "financing lease"; or (ii) or recover any expenses, damages, or costs (including without limitation reasonable attorneys' fees), incurred by Beneficiary as a result of Grantor's misapplication of insurance proceeds or condemnation proceeds or other similar funds or payments attributable to all or any portion of the property, or as a result of fraud, misrepresentation, waste, or other failure to comply with Article 14 hereof, or to pay other amounts as specified in the Note as sums for which the Beneficiary will have personal recourse against the Grantor, as hereinabove provided; (iii) to recover any tenant security deposits, advance or prepaid rents, or other similar sums paid to or held by Grantor or any other entity or person in connection with the operation of the Property; or (iv) to recover any gross revenues from the Property which have not been applied after a Notice of Default has been given to Grantor to pay any portion of the indebtedness secured by this Deed of Trust, or operating and maintenance expenses of the Property, insurance premiums for the Property, deposits into a reserve for replacements, or other sums required by the Loan Documents. Grantor promises to pay to Beneficiary all amounts described in clauses (ii), (iii), and (iv) above on demand by Beneficiary and agrees it will be personally liable for the payment of all such sums.

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The provisions of this entire paragraph shall be completely ineffective in the event that Grantor shall file any voluntary petition or a proceeding in bankruptcy or reorganization under the Federal Bankruptcy Code, or shall voluntarily institute similar proceedings under any provision of any federal or state bankruptcy or insolvency statute and the property encumbered by the Deed of Trust is not released from such proceeding within ninety (90) days.

32. Grantor acknowledges that other lending institutions or entities may be participating in the loan evidenced by the Note. All rights, benefits, and privileges of Beneficiary shall inure to the benefit of such participants in a pro rata share, except as otherwise agreed by such participants.

33. That if at any time the United States of America shall require Internal Revenue Stamps to be affixed to the Note, Grantor shall pay for the same with any interest or penalties imposed in connection therewith.

34. That if Grantor consists of more than one party, such Grantor shall be jointly and severally liable under any and all

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obligations, covenants, and agreements of Grantor contained herein.

35. That the rights of Beneficiary arising under the provisions, terms, conditions, and covenants contained in this Deed shall be separate, distinct, and cumulative, and none of them shall be in exclusion of the others; and that no act of the Beneficiary shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision, anything herein or otherwise to the contrary notwithstanding.

36. That notwithstanding other provisions of this Deed of Trust, all insurance proceeds recovered by the Beneficiary on account of damage or destruction to the premises and all proceeds of any condemnation award recovered by the Beneficiary for any building or equipment taken or damaged, less the cost, if any, to the Beneficiary of such recovery and of paying out such proceeds (including reasonable attorneys' fees and costs allocable to inspecting the work and the plans and specifications therefor), shall, upon the written request of the Grantor, be applied by the Beneficiary to the payment of the cost of repairing, restoring, or rebuilding the premises so damaged or destroyed or of the portion or portions of the premises not so taken (hereinafter referred to as the "work") and shall be paid out from time to time to the Grantor as the work progresses, but subject to the following conditions:

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(a) If the work is structural or if the cost of the work, estimated by the Grantor, shall exceed \$100,000, the work shall be in charge of an architect or engineer (who may be an employee of the Grantor) and before the Grantor commences any work, other than temporary work to protect property or prevent interference with business, the Beneficiary shall have approved the plans and specifications for the work to be submitted by the Grantor, which approval shall not be unreasonably withheld or delayed, it being nevertheless understood that to the extent feasible said plans and specifications shall provide for such work that, upon completion thereof, the improvements shall be at least equal in value and general utility to the improvements which were on the premises prior to the damage, destruction, or taking;

(b) Each request for payment shall be made on 7 days prior notice to the Beneficiary and shall be accompanied by a certificate to be made by such architect or engineer, if one be required under clause (a) of this Article, otherwise by an executive or fiscal officer of the Grantor, stating (i) that all of the work completed has been done in compliance with the approved plans and specifications, if any be required under said clause (a), (ii) that the sum requested is justly required to reimburse the Grantor for payments by the Grantor to, or is justly due to, the contractor, subcontractors, materialmen, laborers,

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engineers, architects, or other persons rendering services or materials for the work (giving a brief description of such services and materials), and that when added to all sums previously paid out by the Beneficiary does not exceed the value of the work done to the date of such certificate, and (iii) that the amount of such proceeds remaining in the hands of the Beneficiary will be sufficient on completion of the work to pay for the same in full (giving in such reasonable detail as the Beneficiary may require an estimate of the cost of such completion);

(c) Each request shall be accompanied by waivers of lien satisfactory to the Beneficiary covering that part of the work for which payment or reimbursement is being requested and by a search prepared by a title company or licensed abstractor or by other evidence satisfactory to the Beneficiary, that there has not been filed with respect to the premises any mechanics' or other lien or instrument for the retention of title in respect of any part of the work not discharged of record;

(d) There shall be no default on the part of the Grantor under this Deed of Trust or the note or any other instrument securing the same; and

(e) The request for payment after the work has been completed shall be accompanied by a copy of any certificate or certificates required by law to render occupancy of the premises legal.

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Upon the completion of the work and payment in full therefor, or upon any failure on the part of the Grantor promptly to commence or continue the work, at any time upon request by the Grantor, the Beneficiary will apply the amount of any such proceeds then or thereafter in the hands of the Beneficiary to the payment of any indebtedness secured by this Deed of Trust, provided, however, that nothing herein contained shall prevent the Beneficiary from applying at any time the whole or any part of such proceeds to the curing of any default under this Deed of Trust or the note.

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IN WITNESS WHEREOF this Deed of Trust has been duly executed by Grantor the day herein first above written.

SANTA ANITA REALTY ENTERPRISES, INC.

9107022168

By: Glenn L. Carpenter
Glenn L. Carpenter
Its President
By: Donald G. Herrman
DONALD G. HERRMAN
Its VICE PRESIDENT / TREASURER

ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Orange
On 6/28/91 before me, Mary F. Harper
DATE NAME, TITLE OF OFFICER, E.G., "JANE DOE, NOTARY PUBLIC"
personally appeared Glenn L. Carpenter + Donald G. Herrman
NAME(S) OF SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
Witness my hand and official seal.



Mary F. Harper
SIGNATURE OF NOTARY

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL(S)
- CORPORATE OFFICER(S) President
Vice President
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- SUBSCRIBING WITNESS
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)
Santa Anita Realty Enterprises, Inc.

ATTENTION NOTARY: Although no information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT: Title or Type of Document Deed of Trust + Security Agreement
Number of Pages 31 Date of Document 6/28/91
Signer(s) Other Than Named Above _____

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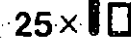


EXHIBIT A1

PARCEL E:

THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 4 EAST W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF DES MOINES WAY SOUTH, (BEING 30.00 FEET NORTHWESTERLY, OF WHEN MEASURED AT RIGHT ANGLES TO THE CENTERLINE THEREOF) AND THE NORTH LINE OF THE SOUTH 440.00 FEET OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4;

THENCE NORTHEASTERLY, ALONG SAID NORTHWESTERLY LINE, TO A POINT OPPOSITE HIGHWAY ENGINEER'S STATION (HEREINAFTER REFERRED TO AS RES) 240+75 ON THE DES MOINES WAY LINE SURVEY OF SR 518, RIVERTON HEIGHTS (SR 508 TO SR5) AND 30.00 FEET NORTHWESTERLY THEREFROM;

THENCE NORTHEASTERLY TO A POINT OPPOSITE HES 240+25 ON SAID DES MOINES WAY LINE SURVEY AND 50 FEET NORTHWESTERLY THEREFROM;

THENCE NORTHEASTERLY, PARALLEL WITH SAID DES MOINES WAY LINE SURVEY, TO A POINT ON A LINE DRAWN PARALLEL WITH AND 125 FEET SOUTHERLY, WHEN MEASURED AT RIGHT ANGLES FROM, THE SR 518 LINE SURVEY OF SAID HIGHWAY;

THENCE SOUTHWESTERLY, ALONG SAID PARALLEL LINE, TO A POINT OPPOSITE HES 44+50 THEREON;

THENCE NORTHWESTERLY TO A POINT OPPOSITE HES 43+50 ON SAID SR 518 LINE SURVEY AND 100 FEET SOUTHEASTERLY THEREFROM;

THENCE SOUTHWESTERLY, PARALLEL WITH SAID SR 518 LINE SURVEY, TO A POINT OPPOSITE HES 40+50 THEREON;

THENCE SOUTHWESTERLY TO A POINT OPPOSITE HES 39+00 ON SAID SR 518 LINE SURVEY AND 125 FEET SOUTHEASTERLY THEREFROM;

THENCE SOUTHWESTERLY, PARALLEL WITH SAID SR 518 LINE SURVEY, TO A POINT ON THE EAST LINE OF 8TH AVENUE SOUTH;

THENCE SOUTHERLY, ALONG SAID EAST LINE, TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4;

THENCE EASTERLY, ALONG SAID NORTH LINE, TO THE EAST LINE OF THE WEST 1/4 OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4;

THENCE SOUTHERLY, ALONG SAID EAST LINE, TO THE NORTH LINE OF THE SOUTH 521.5 FEET OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4;

THENCE EASTERLY, ALONG SAID NORTH LINE, A DISTANCE OF 5.99 FEET TO THE EAST LINE OF THE WEST 330.00 FEET OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4;

THENCE SOUTHERLY, ALONG SAID EAST LINE OF THE WEST 330.00 FEET OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4, TO AN INTERSECTION WITH THE NORTH LINE OF THE SOUTH 440.00 FEET OF SAID SUBDIVISION;

THENCE EASTERLY, ALONG SAID NORTH LINE, TO THE POINT OF BEGINNING;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

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EXHIBIT A2

PARCEL A:

THE NORTH 297 FEET OF THE EAST 420.25 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 4 EAST W.M.;

EXCEPT THE NORTH 30 FEET CONVEYED TO KING COUNTY FOR SOUTH 152ND STREET BY DEED RECORDED UNDER RECORDING NO. 1201120;

AND EXCEPT THE EAST 190 FEET THEREOF;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

PARCEL B:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 4 EAST W.M.;

THENCE SOUTH 357 FEET TO THE TRUE POINT OF BEGINNING;

THENCE WEST 476.25 FEET;

THENCE SOUTH 169 FEET;

THENCE EASTERLY TO A POINT WHICH IS 157 FEET SOUTH OF THE TRUE POINT OF BEGINNING;

THENCE NORTH 157 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THAT PORTION THEREOF FOR DES MOINES WAY SOUTH RIGHT-OF-WAY;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

PARCEL C:

THAT PORTION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 4 EAST W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 594 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SUBDIVISION:

THENCE WEST 476 FEET;

THENCE NORTH 68 FEET;

THENCE EAST 476 FEET, MORE OR LESS, TO A POINT ON THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 20, WHICH POINT IS SOUTH 514 FEET FROM SAID

NORTHEAST CORNER;

THENCE SOUTH 80 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;

EXCEPT THE EAST 30 FEET THEREOF LYING WITHIN DES MOINES WAY SOUTH

RIGHT-OF-WAY;

AND EXCEPT THE WEST 12 FEET OF THE EAST 42 FEET CONVEYED TO KING COUNTY FOR

DES MOINES WAY SOUTH BY DEED RECORDED UNDER RECORDING NO. 8703110458;

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DESCRIPTION (continued):

TOGETHER WITH THE FOLLOWING:

BEGINNING AT A POINT 594 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SUDDIVISION:
 THENCE WEST 30 FEET TO THE WEST LINE OF DES MOINES WAY SOUTH AND THE TRUE POINT OF BEGINNING:
 THENCE WEST 495.62 FEET:
 THENCE SOUTH 181.5 FEET:
 THENCE EAST 495.63 FEET, MORE OR LESS, TO THE WEST LINE OF OES MOINES WAY SOUTH:
 THENCE NORTH 181.5 FEET TO THE TRUE POINT OF BEGINNING:
 EXCEPT THE SOUTH 171.5 FEET THEREOF:
 AND EXCEPT THE EAST 12 FEET THEREOF CONVEYED TO KING COUNTY FOR DES MOINES WAY SOUTH BY DEED RECORDED UNDER RECORDING NO. 8703110456;
 AND EXCEPT THAT PORTION CONVEYED TO KING COUNTY BY DEED RECORDED UNDER RECORDING NO. 5025730, DESCRIBED AS FOLLOWS:
 BEGINNING AT THE CENTER OF SAID SECTION 20, AT THE INTERSECTION OF THE CENTER LINES OF SOUTH 152ND STREET AND 8TH AVENUE SOUTH:
 THENCE SOUTH 01°03'56" WEST 594 FEET ALONG THE CENTERLINE OF 8TH AVENUE SOUTH:
 THENCE NORTH 89°01'46" WEST 496 FEET, PARALLEL TO THE CENTERLINE OF SOUTH 152ND STREET, TO THE TRUE POINT OF BEGINNING OF THIS EXCEPTION:
 THENCE SOUTH 01°03'56" WEST 10 FEET:
 THENCE NORTH 89°01'58" WEST 29.62 FEET:
 THENCE NORTH 01°03'56" EAST 10 FEET:
 THENCE SOUTH 89°01'46" EAST 29.62 FEET TO THE TRUE POINT OF BEGINNING OF THIS EXCEPTION:

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PARCEL 0:

BEGINNING AT A POINT 594 FEET SOUTH AND 30 FEET WEST OF THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 4 EAST W.M., WHICH POINT IS LOCATED ON THE WEST MARGIN OF DES MOINES WAY SOUTH (8TH AVENUE SOUTH) AS ORIGINALLY ESTABLISHED:
 THENCE WEST 495.62 FEET:
 THENCE SOUTH 181.5 FEET:
 THENCE EAST 495.63 FEET, MORE OR LESS, TO THE WEST MARGIN OF SAID COUNTY ROAD:
 THENCE NORTH 181.5 FEET TO THE POINT OF BEGINNING;

EXCEPT THE NORTH 10 FEET THEREOF;

AND EXCEPT THE FOLLOWING:

BEGINNING AT THE CENTER OF SAID SECTION 20, BEING THE INTERSECTION OF THE CENTER LINES OF SOUTH 152ND STREET AND DES MOINES WAY SOUTH (8TH AVENUE SOUTH):
 THENCE SOUTH 01°03'56" WEST 604 FEET ALONG THE CENTERLINE OF DES MOINES WAY SOUTH (8TH AVENUE SOUTH);
 THENCE NORTH 89°01'46" WEST 496 FEET, PARALLEL TO THE CENTERLINE OF SOUTH 152ND STREET, TO THE TRUE POINT OF BEGINNING OF THIS EXCEPTION:
 THENCE SOUTH 01°03'56" WEST 171.5 FEET:
 THENCE NORTH 89°01'46" WEST 29.85 FEET:
 THENCE NORTH 01°03'56" EAST 171.5 FEET:
 THENCE SOUTH 89°01'46" EAST 29.62 FEET TO THE TRUE POINT OF BEGINNING OF THIS EXCEPTION:

AND EXCEPT THE EAST 12 FEET THEREOF CONVEYED TO KING COUNTY FOR DES MOINES WAY SOUTH RECORDED UNDER RECORDING NO. 8703110455;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

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EXHIBIT B

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

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TAX ACCOUNT NO.	YEAR	AMOUNT BILLED	AMOUNT PAID	PRINCIPAL BALANCE
202304-9018-06 (Covers Parcel A)	1991	\$ 15,695.57	\$ 8,347.79	\$ 8,347.78
202304-9022-00 (Covers Parcels B, C and D)	1991	\$ 62,687.36	\$ 31,343.68	\$ 31,343.68
202304-9105-00 (Covers middle portion of Parcel E)	1991	\$112,860.46	\$ 56,430.23	\$ 56,430.23
202304-9155-09 (Covers Northeasterly portion of Parcel E)	1991	\$ 725.68	\$ 362.84	\$ 362.84
202304-9175-05 (Covers Easterly portion of Parcel E)	1991	\$ 320.88	\$ 160.44	\$ 160.44
202304-9180-08 (Covers Westerly portion of Parcel E)	1991	\$ 4,885.99	\$ 2,443.00	\$ 2,442.99
202304-9343-02 (Covers remaining portion of Parcel E)	1991	\$ 813.30	\$ 406.65	\$ 406.65

The above tax parcels comprise the total property herein described and other property.

The levy code for the property herein described is 3692 for 1991.

- 3. Surface water management (SWM) service charge as follows, together with interest, penalty and statutory foreclosure costs, if any, after delinquency: (1st half delinquent on May 1; 2nd half delinquent on November 1)

TAX ACCOUNT NO.	YEAR	AMOUNT BILLED	AMOUNT PAID	PRINCIPAL BALANCE
202304-9018-06 (Covers Parcel A)	1991	\$ 630.18	\$ 315.09	\$ 315.09
202304-9022-00 (Covers Parcels B, C and D)	1991	\$ 1,352.01	\$ 676.01	\$ 876.00
202304-9105-00 (Covers middle portion of Parcel E)	1991	\$ 1,337.27	\$ 668.64	\$ 668.63
202304-9155-09 (Covers Northeastly portion of Parcel E)	1991	\$ 54.22	\$ 27.11	\$ 27.11
202304-9175-05 (Covers Easterly portion of Parcel E)	1991	\$ 32.80	\$ 16.40	\$ 16.40
202304-9180-08 (Covers Westerly portion of Parcel E)	1991	\$ 485.61	\$ 242.81	\$ 242.80
202304-9343-02 (Covers remaining portion of Parcel E)	1991	\$ 127.22	\$ 63.61	\$ 63.61

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- 4. Any unpaid assessments or charges, and liability for further assessments or charges by Southwest Suburban Sewer District.

5. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

DISCLOSED BY: Instrument recorded under Recording Nos. 1247001 and 1411337

PURPOSE: Road and/or ingress and egress

AREA AFFECTED: The South 18 feet of the Westerly 300 feet, more or less, of Parcel E and the South 220 feet, more or less, of the West 16 feet of Tax Lot 181 in said Parcel E

6. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: Puget Sound Power & Light Company, a
 Massachusetts corporation
 PURPOSE: Electric transmission line
 AREA AFFECTED: Centerline lying 1 foot South and parallel
 to the North line of a private road over
 the South 18 feet of the West 1/2 of the
 Northwest 1/4 of the Southwest 1/4 of the
 Northeast 1/4 of Section 20, in line with
 South 150th St. produced Easterly, being
 a portion of Parcel E
 DATED: April 10, 1936
 RECORDED: June 8, 1936
 RECORDING NO.: 2900598

7. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: Puget Sound Power & Light Company, a
 Massachusetts corporation and Pacific
 Telephone and Telegraph Co.
 PURPOSE: Pole line right-of-way
 AREA AFFECTED: The South 18 feet of the West 1/2 of the
 Northwest 1/4 of the Southwest 1/4 of the
 Northeast 1/4 of Section 20, the centerline
 of said transmission and distribution line
 to be located Near the South line of the
 above described private road on Parcel E
 DATED: December 23, 1940
 RECORDED: December 31, 1940
 RECORDING NO.: 3138765

8. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: Southwest suburban sewer district, a municit
 corporation
 PURPOSE: Sewer mains
 AREA AFFECTED: 10 foot strip over Parcel E
 DATED: January 17, 1972
 RECORDED: January 21, 1972
 RECORDING NO.: 7201210341

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9. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: King County
 PURPOSE: Slopes
 AREA AFFECTED: The Easterly 1 foot of that portion of the East 3/4 of the Southwest 1/4 of the Northeast 1/4 of Section 20, lying West of Des Moines Road; Except the North 522.1 feet; Except the South 440 feet West 16 feet of the South 238 feet, more or less, for road; Except State Highway, being a portion of Parcel E

DATED: June 5, 1972
 RECORDED: June 13, 1972
 RECORDING NO.: 7206130585

10. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: King County
 PURPOSE: Drainage pipe
 AREA AFFECTED: The Southerly 10 feet of the Northerly 509.6 feet and Easterly 299.16 feet of the Westerly 329.16 feet of the Southwest 1/4 of the Northeast 1/4 of Section 20 in Parcel E

DATED: February 1, 1974
 RECORDED: February 22, 1974
 RECORDING NO.: 7402220256

11. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: King County
 PURPOSE: Drainage pipe
 AREA AFFECTED: A 10 foot strip over Southerly portion of Parcel E

DATED: February 1, 1974
 RECORDED: February 22, 1974
 RECORDING NO.: 7402220257

12. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: Southwest Suburban Sewer District, a municipal corporation
 PURPOSE: Sewer mains with necessary appurtenances
 AREA AFFECTED: A 10 foot strip as constructed over Parcel B

DATED: June 4, 1982
 RECORDED: July 21, 1982
 RECORDING NO.: 8207210454

Said easement also appears of record under Recording No. B311140729.

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13. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: Southwest Suburban Sewer District, a municipa
corporation
Sewer mains
PURPOSE: A 10 foot permanent easement the centerline
AREA AFFECTED: of which will be the strip centerline of
the sanitary sewer pipe as constructed over
Parcel C
DATED: June 4, 1982
RECORDED: July 21, 1982
RECORDING NO.: 8207210455

Said easement also appears of record under Recording No. 8311140730.

14. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: Southwest Suburban Sewer District, a municipa
corporation
Sanitary sewer system
PURPOSE: A 10 foot strip ns constructed over Parcel
AREA AFFECTED: D
DATED: June 4, 1982
RECORDED: July 21, 1982
RECORDING NO.: 8207210456

Said easement also appears of record under Recording No. 8311140731

15. UNDERGROUND UTILITY EASEMENT AND THE TERMS AND CDNITIONS THEREOF:

GRANTEE: Pacific Northwest Bell Telephone Company,
a Washington corporation
PURPOSE: Underground communication lines and above
ground cabinets
AREA AFFECTED: The North 5 feet of the West 5 feet of Parcc.
E
DATED: July 17, 1987
RECORDED: 8707170973
RECORDING NO.:

Contains covenant prohibiting structures over said easement or other activity which might endanger the underground system.

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16. UNDERGROUND UTILITY EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: City of Seattle, a municipal corporation
 PURPOSE: Electrical underground distribution system
 AREA AFFECTED: Southerly portion of that portion of said premises which lies within vacated S. 149th Place Frontage Road on Parcel E

RECORDED: August 21, 1987
 RECORDING NO.: 8708211142

Contains covenant prohibiting structures over said easement or other activity which might endanger the underground system.

17. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: Water District No. 20
 PURPOSE: Water mains
 AREA AFFECTED: Portion of Parcel E
 DATED: August 17, 1987
 RECORDED: September 17, 1987
 RECORDING NO.: 8709170796

18. UNDERGROUND UTILITY EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: City of Seattle, a municipal corporation
 PURPOSE: Electric underground distribution facilities
 AREA AFFECTED: A 10 foot strip running West to East through Parcel E
 RECORDED: December 10, 1987
 RECORDING NO.: 8712100857

Contains covenant prohibiting structures over said easement or other activity which might endanger the underground system.

Said easement supersedes instrument recorded under Recording No. 8708030936.

19. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: King County
 PURPOSE: Subsurface drainage
 AREA AFFECTED: A 10 foot strip in Parcel E
 DATED: October 19, 1987
 RECORDED: January 6, 1988
 RECORDING NO.: 8801060631

20.

EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: Water District No. 20, King County, Washington
 PURPOSE: Water mains
 AREA AFFECTED: A 15 foot strip over portion of Parcels A & D
 DATED: March 18, 1988
 RECORDED: April 4, 1988
 RECORDING NO.: 9804040200

21. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: Southwest Suburban Sewer District, a municipal corporation
 PURPOSE: Sewer mains
 AREA AFFECTED: A 10 foot strip in Parcels C and D
 DATED: April 14, 1988
 RECORDED: April 20, 1988
 RECORDING NO.: 9804200766

22. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

BETWEEN: Satellite Scanners, Inc.
 AND: Mueller Development Co.
 DATED: April 17, 1987
 RECORDED: June 16, 1987
 RECORDING NO.: H706161302
 REGARDING: A broadband communication signals distribution system; and monthly bulk rate charges therefor

(Covers Parcel E)

NOTE: The interest of Sattellite Scanners, Inc., is now held by Pace Private Cable - TV III Limited Partnership under Rerecording No. 8811290237.

23. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

BETWEEN: Satellite Scanners, Inc.
 AND: The Mueller Group
 DATED: June 10, 1987
 RECORDED: June 16, 1987
 RECORDING NO.: 8708161303
 REGARDING: A broadband communication signals distribution system; and monthly bulk rate charges therefor

(Covers Parcels A through D)

NOTE: the interest of Sattellite Scanners, Inc., is now held by Pace Cable Corporation under Recording No. 8905100760.

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24. INDEMNITY AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

BETWEEN: Mueller Development Company, a Washington corporation
 AND: King County Water District No. 20
 DATED: April 17, 1988
 RECORDED: June 13, 1988
 RECORDING NO.: 8808131037
 (Covers Parcel E)

25. Relinquishment of access to SR 518, and of light, view and air reserved in deed from the State of Washington recorded December 23, 1975 under Recording No. 7512230628.
 (Covers Northeasterly portion of Parcel E)

26. Relinquishment of access to SR 518, and of light, view and air reserved in deed from the State of Washington recorded March 24, 1977 under Recording No. 7703240775.
 (Covers Northeasterly portion of Parcel E)

27. Relinquishment of access to SR 518, and of light, view and air by deed to the State of Washington recorded under Recording Nos. 6097708, 6154102, 6424923, 6464355, 6474874 and 6514093.
 (Covers Parcel E)

28. Relinquishment of access to SR 518, and of light, view and air reserved in deed from the State of Washington recorded August 16, 1988 under Recording No. 8706010400, 8808160632 and 8808160633.
 (Covers Parcel E)

29. Right to make necessary slopes for cuts or fills upon property herein described as granted to King County by deed recorded under Recording No. 3211788 and 3211789.
 (Covers Parcel E)

30. Right to make necessary slopes for cuts or fills upon property herein described as granted to King County by deed recorded under Recording No. 3211805.
 Said document was also recorded March 20, 1942 under Recording No. 3228458.

31. Right to make necessary slopes for cuts or fills upon property herein described as granted to King County by deed recorded under Recording No. 8703110455.
 (Covers Parcel D)

32. Right to make necessary slopes for cuts or fills upon property herein described as granted to King County by deed recorded under Recording No. 8703110456.
 (Covers Parcel C)

33. Any questions that may arise relative to the location of the 8th Avenue South Right-of-Way referenced in the captioned legal description.
 (Covers Parcel E)

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- 34. Any questions that may arise relative to the location of the Des Moines Way South Right-of-way referenced in the captioned legal description. (Covers Parcel B)
- 35. Unrecorded leaseholds, if any; rights of vendors and holders of security interests on personal property installed upon property; and rights of tenants to remove trade fixtures at the expiration of the term.
- 36. Any service, installation or construction charges for sewer, water, electricity, or garbage removal.
- 37. MATTERS DISCLOSED BY UNRECORDED SURVEY BY DODDS ENGINEERS INC., DATED AUGUST 19, 1988 UNDER JOB NO. 86118 AS FOLLOWS:
Encroachment of fence onto Northeastly corner of Parcel A from property adjoining.
- 38. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE:	Puget Sound Power & Light Company, a Massachusetts corporation
PURPOSE:	Electric transmission and distribution line
AREA AFFECTED:	Portion of Parcel E
DATED:	October 31, 1938
RECORDING NO.:	3017451

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After recording return to:
Alston, Courtnage, MacAuley & Proctor
Suite 3900 Key Tower
1000 Second Avenue
Seattle, WA 98104
Attn: Michael S. Courtnage

KING COUNTY
EXCISE TAX PAID
JUL 02 1991
E1197758

JUL 2 2 17 11 91
RECEIVED THIS DATE

RECEIVED THIS DATE

SPECIAL WARRANTY DEED

THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, a New York corporation ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid to the undersigned by SANTA ANITA REALTY ENTERPRISES, INC., a Delaware corporation ("Grantee"), whose mailing address is 600 W. Santa Ana Blvd., Suite 950, Santa Ana, CA 92702, Attn: Glenn L. Carpenter, President, the receipt and sufficiency of such consideration being hereby acknowledged, has BARGAINED, GRANTED, SOLD AND CONVEYED, and by these presents does BARGAIN, GRANT, SELL AND CONVEY unto Grantee those certain parcels of real property being more particularly described in Exhibit "A1" (Lora Lake Apartments) and Exhibit "A2" (Holly Ridge Apartments), attached hereto and made a part hereof for all purposes, together with all minerals, oil, gas, hydrocarbon substances, developments rights, air rights, water rights, and water stock owned by Seller relating to such real property, all easements and rights of way owned by Grantor that are appurtenant to such real property and any appurtenance, or the operation, use or enjoyment of the foregoing, and all rights of Grantor in and to streets, sidewalks, alleys, driveways, parking areas and areas adjacent thereto or used in connection therewith and any land lying in the bed of any existing or proposed street adjacent to such real property and all buildings, improvements and fixtures situated thereon (collectively, the "Property"); subject, however, to those matters described in Exhibit "B" attached hereto and made a part hereof for all purposes.

860363/657742-060
9/07022167

Grantor for itself and for its successors in interest does by these presents expressly limit the covenants of this deed to those herein expressed, and excludes all covenants arising or to arise by statutory or other implication, and does hereby covenant that against all persons whomsoever lawfully claiming or to claim by, through or under Grantor and not otherwise, it will forever warrant and defend the said described real property.

EXECUTED this 2nd day of July, 1991.

91/07/02 #2167 B
REC FEE 2.00
RECD F 17.00
CASHSL ***19.00

THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, a New York corporation,

FILED FOR RECORD AT REQUEST OF
TRANSAMERICA TITLE
INSURANCE COMPANY
320 10TH AVE. N.E.
P.O. BOX 1493
SEATTLE, WA 98102

By: William P. Cooper
Name: William P. Cooper
Title: Investment officer

25x10

EXHIBIT A1

PARCEL E:

THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 4 EAST W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF DES MOINES WAY SOUTH, (BEING 30.00 FEET NORTHWESTERLY, OF WHEN MEASURED AT RIGHT ANGLES TO THE CENTERLINE THEREOF) AND THE NORTH LINE OF THE SOUTH 440.00 FEET OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4;

THENCE NORTHEASTERLY, ALONG SAID NORTHWESTERLY LINE, TO A POINT OPPOSITE HIGHWAY ENGINEER'S STATION (HEREINAFTER REFERRED TO AS HES) 240+75 ON THE DES MOINES WAY LINE SURVEY OF SR 518, RIVERTON HEIGHTS (SR 509 TO SR5) AND 30.00 FEET NORTHWESTERLY THEREFROM;

THENCE NORTHEASTERLY TO A POINT OPPOSITE HES 240+25 ON SAID DES MOINES WAY LINE SURVEY AND 50 FEET NORTHWESTERLY THEREFROM;

THENCE NORTHEASTERLY, PARALLEL WITH SAID DES MOINES WAY LINE SURVEY, TO A POINT ON A LINE DRAWN PARALLEL WITH AND 125 FEET SOUTHERLY, WHEN MEASURED AT RIGHT ANGLES FROM, THE SR 518 LINE SURVEY OF SAID HIGHWAY;

THENCE SOUTHWESTERLY, ALONG SAID PARALLEL LINE, TO A POINT OPPOSITE HES 44+50 THEREON;

THENCE NORTHWESTERLY TO A POINT OPPOSITE HES 43+50 ON SAID SR 518 LINE SURVEY AND 100 FEET SOUTHEASTERLY THEREFROM;

THENCE SOUTHWESTERLY, PARALLEL WITH SAID SR 518 LINE SURVEY, TO A POINT OPPOSITE HES 40+50 THEREON;

THENCE SOUTHWESTERLY TO A POINT OPPOSITE HES 39+00 ON SAID SR 518 LINE SURVEY AND 125 FEET SOUTHEASTERLY THEREFROM;

THENCE SOUTHWESTERLY, PARALLEL WITH SAID SR 518 LINE SURVEY, TO A POINT ON THE EAST LINE OF 8TH AVENUE SOUTH;

THENCE SOUTHERLY, ALONG SAID EAST LINE, TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4;

THENCE EASTERLY, ALONG SAID NORTH LINE, TO THE EAST LINE OF THE WEST 1/4 OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4;

THENCE SOUTHERLY, ALONG SAID EAST LINE, TO THE NORTH LINE OF THE SOUTH 521.5 FEET OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4;

THENCE EASTERLY, ALONG SAID NORTH LINE, A DISTANCE OF 5.99 FEET TO THE EAST LINE OF THE WEST 330.00 FEET OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4;

THENCE SOUTHERLY, ALONG SAID EAST LINE OF THE WEST 330.00 FEET OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4, TO AN INTERSECTION WITH THE NORTH LINE OF THE SOUTH 440.00 FEET OF SAID SUBDIVISION;

THENCE EASTERLY, ALONG SAID NORTH LINE, TO THE POINT OF BEGINNING;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

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EXHIBIT A2

PARCEL A:

THE NORTH 297 FEET OF THE EAST 420.25 FEET OF THE NORTHEAST 1/4 OF THE
SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 4 EAST W.M.:

EXCEPT THE NORTH 30 FEET CONVEYED TO KING COUNTY FOR SOUTH 152ND STREET BY
DEED RECORDED UNDER RECORDING NO. 1201120:

AND EXCEPT THE EAST 190 FEET THEREOF:

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

PARCEL B:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP
23 NORTH, RANGE 4 EAST W.M.:

THENCE SOUTH 337 FEET TO THE TRUE POINT OF BEGINNING:

THENCE WEST 476.25 FEET:

THENCE SOUTH 169 FEET:

THENCE EASTERLY TO A POINT WHICH IS 157 FEET SOUTH OF THE TRUE POINT OF
BEGINNING:

THENCE NORTH 157 FEET TO THE TRUE POINT OF BEGINNING:

EXCEPT THAT PORTION THEREOF FOR DES MOINES WAY SOUTH RIGHT-OF-WAY:

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

PARCEL C:

THAT PORTION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP
23 NORTH, RANGE 4 EAST W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 394 FEET SOUTH OF THE NORTHEAST CORNER OF SAID
SUBDIVISION:

THENCE WEST 476 FEET:

THENCE NORTH 68 FEET:

THENCE EAST 476 FEET, MORE OR LESS, TO A POINT ON THE NORTH AND SOUTH
CENTERLINE OF SAID SECTION 20, WHICH POINT IS SOUTH 314 FEET FROM SAID
NORTHEAST CORNER:

THENCE SOUTH 80 FEET, MORE OR LESS, TO THE POINT OF BEGINNING:

EXCEPT THE EAST 30 FEET THEREOF LYING WITHIN DES MOINES WAY SOUTH
RIGHT-OF-WAY:

AND EXCEPT THE WEST 12 FEET OF THE EAST 42 FEET CONVEYED TO KING COUNTY FOR
DES MOINES WAY SOUTH BY DEED RECORDED UNDER RECORDING NO. 8703110458:

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DESCRIPTION ENCUMBRANCE:

TOGETHER WITH THE FOLLOWING:

BEGINNING AT A POINT 594 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SUBDIVISION:
 THENCE WEST 30 FEET TO THE WEST LINE OF DES MOINES WAY SOUTH AND THE TRUE POINT OF BEGINNING:
 THENCE WEST 495.62 FEET:
 THENCE SOUTH 181.5 FEET:
 THENCE EAST 495.63 FEET, MORE OR LESS, TO THE WEST LINE OF DES MOINES WAY SOUTH:
 THENCE NORTH 181.5 FEET TO THE TRUE POINT OF BEGINNING:
 EXCEPT THE SOUTH 171.5 FEET THEREOF:
 AND EXCEPT THE EAST 12 FEET THEREOF CONVEYED TO KING COUNTY FOR DES MOINES SOUTH BY DEED RECORDED UNDER RECORDING NO. 8703110456:
 AND EXCEPT THAT PORTION CONVEYED TO KING COUNTY BY DEED RECORDED UNDER RECORDING NO. 5023730, DESCRIBED AS FOLLOWS:
 BEGINNING AT THE CENTER OF SAID SECTION 20, AT THE INTERSECTION OF THE CENTER LINES OF SOUTH 152ND STREET AND 8TH AVENUE SOUTH:
 THENCE SOUTH 01°03'56" WEST 594 FEET ALONG THE CENTERLINE OF 8TH AVENUE SOUTH:
 THENCE NORTH 89°01'46" WEST 496 FEET, PARALLEL TO THE CENTERLINE OF SOUTH 152ND STREET, TO THE TRUE POINT OF BEGINNING OF THIS EXCEPTION:
 THENCE SOUTH 01°03'56" WEST 10 FEET:
 THENCE NORTH 89°01'50" WEST 29.62 FEET:
 THENCE NORTH 01°03'56" EAST 10 FEET:
 THENCE SOUTH 89°01'46" EAST 29.62 FEET TO THE TRUE POINT OF BEGINNING OF THIS EXCEPTION:

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PARCEL D:

BEGINNING AT A POINT 594 FEET SOUTH AND 30 FEET WEST OF THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 4 EAST W.M., WHICH POINT IS LOCATED ON THE WEST MARGIN OF DES MOINES WAY SOUTH (8TH AVENUE SOUTH) AS ORIGINALLY ESTABLISHED:
 THENCE WEST 495.62 FEET:
 THENCE SOUTH 181.5 FEET:
 THENCE EAST 495.63 FEET, MORE OR LESS, TO THE WEST MARGIN OF SAID COUNTY ROAD
 THENCE NORTH 181.5 FEET TO THE POINT OF BEGINNING:

EXCEPT THE NORTH 10 FEET THEREOF:

AND EXCEPT THE FOLLOWING:

BEGINNING AT THE CENTER OF SAID SECTION 20, BEING THE INTERSECTION OF THE CENTER LINES OF SOUTH 152ND STREET AND DES MOINES WAY SOUTH (8TH AVENUE SOUTH):
 THENCE SOUTH 01°03'56" WEST 604 FEET ALONG THE CENTERLINE OF DES MOINES WAY SOUTH (8TH AVENUE SOUTH):
 THENCE NORTH 89°01'46" WEST 496 FEET, PARALLEL TO THE CENTERLINE OF SOUTH 152ND STREET, TO THE TRUE POINT OF BEGINNING OF THIS EXCEPTION:
 THENCE SOUTH 01°03'56" WEST 171.5 FEET:
 THENCE NORTH 89°01'46" WEST 29.65 FEET:
 THENCE NORTH 01°03'56" EAST 171.5 FEET:
 THENCE SOUTH 89°01'46" EAST 29.62 FEET TO THE TRUE POINT OF BEGINNING OF THIS EXCEPTION:

AND EXCEPT THE EAST 12 FEET THEREOF CONVEYED TO KING COUNTY FOR DES MOINES WAY SOUTH RECORDED UNDER RECORDING NO. 8703110455:

SITUATE IN THE COUNTY OF KING STATE OF WASHINGTON

25 X 10

EXHIBIT B

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

TAX ACCOUNT NO.	YEAR	AMOUNT BILLED	AMOUNT PAID	PRINCIPAL BALANCE
202304-9018-06	1991	\$ 16,695.57	\$ 8,347.79	\$ 8,347.78
(Covers Parcel A)				
202304-9022-00	1991	\$ 62,687.36	\$ 31,343.68	\$ 31,343.68
(Covers Parcels B, C and D)				
202304-9105-00	1991	\$112,880.46	\$ 56,430.23	\$ 56,430.23
(Covers middle portion of Parcel E)				
202304-9155-09	1991	\$ 725.68	\$ 362.84	\$ 362.84
(Covers Northeastern portion of Parcel E)				
202304-9175-05	1991	\$ 320.88	\$ 160.44	\$ 160.44
(Covers Eastern portion of Parcel E)				
202304-9180-08	1991	\$ 4,885.99	\$ 2,443.00	\$ 2,442.99
(Covers Western portion of Parcel E)				
202304-9343-02	1991	\$ 813.30	\$ 406.65	\$ 406.65
(Covers remaining portion of Parcel E)				

The above tax parcels comprise the total property herein described and other property.

The levy code for the property herein described is 3692 for 1991.

- 2. Surface water management (SWM) service charge as follows, together with interest, penalty and statutory foreclosure costs, if any, after delinquency: (1st half delinquent on May 1; 2nd half delinquent on November 1)

TAX ACCOUNT NO.	YEAR	AMOUNT BILLED	AMOUNT PAID	PRINCIPAL BALANCE
202304-9018-06	1991	\$ 830.18	\$ 315.09	\$ 315.09
(Covers Parcel A)				
202304-9022-00	1991	\$ 1,352.01	\$ 676.01	\$ 676.00
(Covers Parcels B, C and D)				
202304-9105-00	1991	\$ 1,337.27	\$ 668.64	\$ 668.63
(Covers middle portion of Parcel E)				
202304-9155-09	1991	\$ 54.22	\$ 27.11	\$ 27.11
(Covers Northeastern portion of Parcel E)				
202304-9175-05	1991	\$ 32.80	\$ 16.40	\$ 16.40
(Covers Eastern portion of Parcel E)				
202304-9180-08	1991	\$ 485.61	\$ 242.81	\$ 242.80
(Covers Western portion of Parcel E)				
202304-9343-02	1991	\$ 127.22	\$ 63.61	\$ 63.61
(Covers remaining portion of Parcel E)				

- 4. Any unpaid assessments or charges, and liability for further assessments or charges by Southwest Suburban Sewer District.

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EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

DISCLOSED BY: Instrument recorded under Recording Nos. 1247088 and 1411337
 PURPOSE: Road and/or ingress and egress
 AREA AFFECTED: The South 18 feet of the Westerly 300 feet, more or less, of Parcel E and the South 220 feet, more or less, of the West 16 feet of Tax Lot 161 in said Parcel E

G. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: Puget Sound Power & Light Company, a Massachusetts corporation
 PURPOSE: Electric transmission line
 AREA AFFECTED: Centerline lying 1 foot South and parallel to the North line of a private road over the South 18 feet of the West 1/2 of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 20, in line with South 150th St. produced Easterly, being a portion of Parcel E
 DATED: April 10, 1936
 RECORDED: June 8, 1936
 RECORDING NO.: 2200598

EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: Puget Sound Power & Light Company, a Massachusetts corporation and Pacific Telephone and Telegraph Co.
 PURPOSE: Pole line right-of-way
 AREA AFFECTED: The South 18 feet of the West 1/2 of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 20, the centerline of said transmission and distribution line to be located near the South line of the above described private road on Parcel E
 DATED: December 23, 1940
 RECORDED: December 31, 1940
 RECORDING NO.: 3138785

H. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: Southwest suburban sewer district, a municipal corporation
 PURPOSE: Sewer mains
 AREA AFFECTED: 10 foot strip over Parcel E
 DATED: January 17, 1972
 RECORDED: January 21, 1972
 RECORDING NO.: 7201210341

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9. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: King County
 PURPOSE: Slopes
 AREA AFFECTED: The Easterly 1 foot of that portion of the East 3/4 of the Southwest 1/4 of the Northeast 1/4 of Section 20, lying West of Des Moines Road; Except the North 522.1 feet; Except the South 440 feet West 16 feet of the South 238 feet, more or less, for road; Except State Highway, being a portion of Parcel E

DATED: June 5, 1972
 RECORDED: June 13, 1972
 RECORDING NO.: 7208130585

10. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

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GRANTEE: King County
 PURPOSE: Drainage pipe
 AREA AFFECTED: The Southerly 10 feet of the Northerly 509.91 feet and Easterly 299.16 feet of the Westerly 329.16 feet of the Southwest 1/4 of the Northeast 1/4 of Section 20 in Parcel E

DATED: February 1, 1974
 RECORDED: February 22, 1974
 RECORDING NO.: 7402220266

11. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: King County
 PURPOSE: Drainage pipe
 AREA AFFECTED: A 10 foot strip over Southerly portion of Parcel E

DATED: February 1, 1974
 RECORDED: February 22, 1974
 RECORDING NO.: 7402220257

12. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: Southwest Suburban Sewer District, a municipal corporation
 PURPOSE: Sewer mains with necessary appurtenances
 AREA AFFECTED: A 10 foot strip as constructed over Parcel B

DATED: June 4, 1982
 RECORDED: July 21, 1982
 RECORDING NO.: 8207210454

Said easement also appears of record under Recording No. 8311140729.

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25 x 10

13. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: Southwest Suburban Sewer District, a municipal corporation
 PURPOSE: Sewer mains
 AREA AFFECTED: A 10 foot permanent easement the centerline of which will be the strip centerline of the sanitary sewer pipe as constructed over Parcel C
 DATED: June 4, 1982
 RECORDED: July 21, 1982
 RECORDING NO.: 8207210455

Said easement also appears of record under Recording No. 8311140730.

14. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: Southwest Suburban Sewer District, a municipal corporation
 PURPOSE: Sanitary sewer system
 AREA AFFECTED: A 10 foot strip as constructed over Parcel D
 DATED: June 4, 1982
 RECORDED: July 21, 1982
 RECORDING NO.: 8207210458

Said easement also appears of record under Recording No. 8311140731

15. UNDERGROUND UTILITY EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: Pacific Northwest Bell Telephone Company, a Washington corporation
 PURPOSE: Underground communication lines and above ground cabinets
 AREA AFFECTED: The North 5 feet of the West 5 feet of Parcel E
 RECORDED: July 17, 1987
 RECORDING NO.: 8707170973

Contains covenant prohibiting structures over said easement or other activity which might endanger the underground system.

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16. UNDERGROUND UTILITY EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: City of Seattle, a municipal corporation
 PURPOSE: Electrical underground distribution system
 AREA AFFECTED: Southerly portion of that portion of said premises which lies within vacated S. 149th Place Frontage Road on Parcel E
 RECORDED: August 21, 1987
 RECORDING NO.: 8708211142

Contains covenant prohibiting structures over said easement or other activity which might endanger the underground system.

17. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: Water District No. 20
 PURPOSE: Water mains
 AREA AFFECTED: Portion of Parcel E
 DATED: August 17, 1987
 RECORDED: September 17, 1987
 RECORDING NO.: 8709170786

18. UNDERGROUND UTILITY EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: City of Seattle, a municipal corporation
 PURPOSE: Electric underground distribution facilities
 AREA AFFECTED: A 10 foot strip running West to East through Parcel E
 RECORDED: December 10, 1987
 RECORDING NO.: 8712100857

Contains covenant prohibiting structures over said easement or other activity which might endanger the underground system.

Said easement supersedes instrument recorded under Recording No. 8708030936.

19. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: King County
 PURPOSE: Subsurface drainage
 AREA AFFECTED: A 10 foot strip in Parcel E
 DATED: October 19, 1987
 RECORDED: January 6, 1988
 RECORDING NO.: 8801080631

9107022167

0880383

25 x 10

20. /

EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: Water District No. 20, King County, Washington
 PURPOSE: Water mains
 AREA AFFECTED: A 15 foot strip over portion of Parcels A 0
 DATED: March 16, 1988
 RECORDED: April 4, 1988
 RECORDING NO.: 8804040200

21. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: Southwest Suburban Sewer District, a municipal corporation
 PURPOSE: Sewer mains
 AREA AFFECTED: A 10 foot strip in Parcels C and D
 DATED: April 14, 1988
 RECORDED: April 20, 1988
 RECORDING NO.: 8804200768

22. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

BETWEEN: Satellite Scanners, Inc.
 AND: Mueller Development Co.
 DATED: April 17, 1987
 RECORDED: June 16, 1987
 RECORDING NO.: 8708181302
 REGARDING: A broadband communication signals distribution system; and monthly bulk rate charges therefor

(Covers Parcel E)

NOTE: The Interest of Sattellite Scanners, Inc., is now held by Pace Private Cable - TV III Limited Partnership under Recording No. 8811280237.

23. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

BETWEEN: Satellite Scanners, Inc.
 AND: The Mueller Group
 DATED: June 10, 1987
 RECORDED: June 16, 1987
 RECORDING NO.: 8708181303
 REGARDING: A broadband communication signals distribution system; and monthly bulk rate charges therefor

(Covers Parcels A through D)

NOTE: the interest of Satellite Scanners, Inc., is now held by Pace Cable Corporation under Recording No. 8905100780.

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24. INDEMNITY AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

BETWEEN: Mueller Development Company, a Washington corporation
 AND: King County Water District No. 20
 DATED: April 17, 1988
 RECORDED: June 13, 1988
 RECORDING NO.: 8608131037
 (Covers Parcel E)

25. Relinquishment of access to SR 518, and of light, view and air reserved in deed from the State of Washington recorded December 23, 1973 under Recording No. 7312230828.
 (Covers Northeastly portion of Parcel E)

26. Relinquishment of access to SR 518, and of light, view and air reserved in deed from the State of Washington recorded March 24, 1977 under Recording No. 7703240775.
 (Covers Northeastly portion of Parcel E)

27. Relinquishment of access to SR 518, and of light, view and air by deed to the State of Washington recorded under Recording Nos. 8097708, 8154102, 6424923, 8484355, 6474874 and 8514093.
 (Covers Parcel E)

28. Relinquishment of access to SR 518, and of light, view and air reserved in deed from the State of Washington recorded August 18, 1988 under Recording No. 8708010409, 8808180832 and 8808180833.
 (Covers Parcel E)

29. Right to make necessary slopes for cuts or fills upon property herein described as granted to King County by deed recorded under Recording No. 3211788 and 3211789.
 (Covers Parcel E)

30. Right to make necessary slopes for cuts or fills upon property herein described as granted to King County by deed recorded under Recording No. 3211603.
 Said document was also recorded March 20, 1942 under Recording No. 3228458.

31. Right to make necessary slopes for cuts or fills upon property herein described as granted to King County by deed recorded under Recording No. 8703110455.
 (Covers Parcel D)

32. Right to make necessary slopes for cuts or fills upon property herein described as granted to King County by deed recorded under Recording No. 8703110458.
 (Covers Parcel C)

33. Any questions that may arise relative to the location of the 8th Avenue South Right-of-Way referenced in the captioned legal description.
 (Covers Parcel E)

9107022167

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25 x 10

XXXX

XXXX

- 34. Any questions that may arise relative to the location of the Des Moines Way South Right-of-way referenced in the captioned legal description. (Covers Parcel B)
- 35. Unrecorded leaseholds, if any; rights of vendors and holders of security interests on personal property installed upon property; and rights of tenants to remove trade fixtures at the expiration of the term.
- 36. Any service, installation or construction charges for sewer, water, electricity, or garbage removal.
- 37. MATTERS DISCLOSED BY UNRECORDED SURVEY BY DODDS ENGINEERS INC., DATED AUGUST 19, 1988 UNDER JOB NO. 86118 AS FOLLOWS:

Encroachment of fence onto Northeastly corner of Parcel A from property adjoining.

9107022167

BASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE:	Puget Sound Power & Light Company, a Massachusetts corporation
PURPOSE:	Electric transmission and distribution line
AREA AFFECTED:	Portion of Parcel E
DATED:	October 31, 1988
RECORDING NO.:	3017451

25x10

Filed for Record at the Request of:
Davis Wright & Jones
Seattle-First National Bank
Seattle, WA

This Space Reserved
for Recorder's Use.
89/03/03 #0483 B
RECD F 5.00
CRSHSL *****5.00
55

After Recording Mail to:
Seafirst Bank
Columbia Center
701 Fifth Ave., CSC-14
Seattle, WA 98104
Att: Wanda Wallace
601626

8903030483

FULL RECONVEYANCE

The undersigned as trustee under that certain Deed of Trust, dated _____
October 19 _____, 19 87, in which _____
Mueller Development Company, a Washington corporation
is grantor and SEATTLE-FIRST NATIONAL BANK is beneficiary, recorded on _____
November 2 _____, 19 87, as Auditor's File No(s) _____ 8711020883 in
Volume(s) _____ of mortgages, at page(s) _____
records of _____ King _____ County, Washington, having received from
the beneficiary under said Deed of Trust a written request to reconvey, does
hereby reconvey, without warranty, to the person(s) entitled thereto all the
right, title and interest now held by said trustee in and to the property
described in said Deed of Trust.

DATED: _____ March 2 _____, 1989.

DWTR&J CORP., Trustee

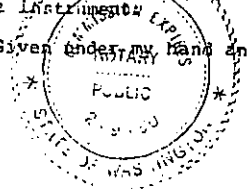
By Edward N. Lange
Edward N. Lange

RECEIVED THIS DAY

STATE OF WASHINGTON)
County of King) ss

On this day, before me, a Notary Public in and for the State
of Washington, personally appeared EDWARD N. LANGE, personally known
to me (or proved to me on the basis of satisfactory evidence) to be
the person who executed this instrument, on oath stated that he was
authorized to execute the instrument, and acknowledged it as an
authorized person of DWTR&J Corp. to be the free and voluntary
act and deed of said corporation for the uses and purposes mentioned
in the instrument.

Given under my hand and official seal on _____ March 2 _____, 1989.



Wanda Wallace
NOTARY PUBLIC in and for the State
of Washington, residing at Seattle.
My appointment expires 2/9/90

SATELLITE SCANNERS, INC.
Suite 102
22017 Pacific Highway S.
Seattle, WA 98188 824-8900

and
**RIGHT OF ENTRY
AGREEMENT**

This agreement (the "Agreement") is entered into as of April 17, 1987, by and between Satellite Scanners, Inc. ("SSI") and _____ (the "OWNER")

1. In consideration of the sum of \$1.00, the mutual promises contained herein and other valuable considerations, it is agreed that SSI has the sole, exclusive and irrevocable right to install, own, operate and maintain a broadband communication signals distribution system, including, but not limited to, video, audio, data and teletext (the "System") in, on or through the _____ building(s), consisting of 234 units ("Units"), commonly known as _____ (name): LAURA LAKE APARTMENTS (street): 15001 Des Moines Way S. (city): Burien (county): King (state): Washington legally described in Exhibit 'A' and attached hereto (the "Property"). Such exclusivity also pertains to any similar communications or distribution system service now extant or hereafter developed.

2. Subject to the provisions of Section 7 of this Agreement, SSI will bear all expenses involved with the installation and maintenance of the System and related equipment. The above work to be completed in a professional, workmanlike manner, with special consideration toward maintaining the aesthetic appearance of the Property. SSI shall carry and maintain liability insurance toward injury, accident and property damage that may be caused to person(s), the Property or its contents as a result of the installation of the System. OWNER shall be responsible for SSI facilities that are lost through, dug up, damaged or destroyed by OWNER or OWNER'S agent(s). Such agent(s) shall include, but are not limited to, landscapers, roofers, painters and maintenance personnel.

3. The System, with all materials and electronic equipment, installed and maintained by SSI, including but not limited to that described in Exhibit 'B' and attached hereto, regardless of how attached or installed, shall at all times be and remain the sole property of SSI, its successors and/or assigns. Upon termination of this agreement, SSI shall have the right, without further demand or notice, to enter upon the Property and to dismantle and remove any and all equipment located on the Property and restore any affected portion of the Property to its original approximate and equivalent original condition, normal wear and tear excepted, or at its option, shall transfer the ownership in same to the OWNER for the current market or replacement value.

4. Type of Account (OWNER to check one and initial):

INDIVIDUAL RATE ACCOUNT: _____ (INITIAL)

Residents/occupants/tenants (the "Viewers") of the Property shall be given the option to subscribe to signal distribution service. Viewers electing to subscribe will be charged and billed individually for connection to the System and monthly service fees, at standard rates as established solely by SSI from time to time.

BASIC (ONLY) BULK RATE ACCOUNT: RL (INITIAL)

Basic service ("BASIC") shall consist of all reasonably available local broadcast channels, one information channel, plus additional channels of programming to provide a minimum of 12 channels in total. OWNER shall be responsible for and shall pay a monthly rate charge of \$ 5.00, plus applicable sales/tax taxes, for the greater of each Viewer receiving BASIC or NINE percent (90 %) of the Units (211 units) during the term of this Agreement.

PREMIUM BULK RATE ACCOUNT: _____ (INITIAL)

Premium Service ("PREMIUM") shall consist of BASIC plus _____ channel(s) of programming from any of the following: *HBO, The Movie Channel, Showtime, The Disney Channel, or equivalent*. OWNER shall be responsible for and shall pay a monthly rate charge of \$ _____, plus applicable sales/tax taxes, for the greater of each Viewer receiving PREMIUM or _____ percent (____ %) of the Units (____ units) during the term of this Agreement.

Monthly bulk rates may be revised by SSI every twelve (12) months, but only after a thirty (30) day written notice of intent by SSI to OWNER, and any such rate increase shall not exceed the aggregate CPI-U for the prior period plus any increases in BASIC or PREMIUM programming costs to SSI. Under either of the above bulk rate type accounts, additional channels of programming may be made available to Viewers by SSI as per the Individual Rate Account, above. Upon the fifth (5th) and any subsequent anniversary of the date hereof, either party may, upon thirty (30) days written notice to the other, convert this agreement from a bulk rate type account to an individual rate type account, with all other conditions remaining in full effect.

5. OWNER shall provide, without charge to SSI, and SSI shall have the right, easement for and license to the use of, suitable and adequate climate controlled space and electricity and right of access to all areas of the Property for installation, maintenance, sales, marketing and disconnection of and for the System, and further will permit SSI to affix a key box to the Property for access should SSI so require.

6. It is the intent of the parties and they agree that this Agreement shall remain in full force and effect for fifteen (15) years from the date hereof and will be automatically renewed for five (5) year periods thereafter, unless a written notice of termination is served by either party on the other party no later than six (6) months prior to the expiration of any such term. The benefits, obligations and grant of rights in this Agreement shall be deemed to be an easement and covenant running with the land and the Property, and shall inure to and be binding upon the successors, assigns, heirs, agents and personal representatives of the parties.

ALL PROVISIONS ON THE REVERSE SIDE HEREOF ARE INCORPORATED AS THOUGH APPEARING ABOVE

SSI:
SATELLITE SCANNERS, INC.
Suite 102
22017 Pacific Highway South
Seattle, Washington 98188

OWNER:
MUELLER DEVELOPMENT CO.
19560 PACIFIC HWY. SO. #201
SEATTLE, WA 98188

By: [Signature]
KIM A. LORD
(type or print)
By: _____
PRESIDENT
(title)

By: [Signature]
Robert A. Nelson
(type or print)
By: [Signature]
Vice President
(title)

8611290237

7. This Agreement is contingent upon approval by SSI of whether installation and/or operation of the System is technically and economically feasible. Should SSI, in its sole judgement, and within six (6) months from the date hereof, determine that such installation and/or operation is not feasible for any reason, this Agreement may be immediately terminated, either in part or in whole, (with respect to all or some of the Units which are or are to be wired). Anything to the contrary contained herein notwithstanding, SSI may terminate this Agreement without notice if it is unable to operate the System due to any governmental law, rule, or regulation or other reason beyond its control. Should either party fail to meet the obligations and terms set forth in this Agreement, and fail to correct such default within a reasonable period of time after written notice thereof, this Agreement may be terminated by the other party and the terminating party shall not thereby waive any of its rights at law or equity with respect to a breach thereof.
8. The technology and equipment used for operation of the System will be in accordance with accepted industry standards as determined by SSI. SSI shall incorporate within the System the capability of distributing such television programming as OWNER and SSI may agree from time to time. The technical quality of the programming provided by SSI shall be reasonable in relation to the state-of-the-art transmission and receiving of satellite-transmitted programming existing from time to time. SSI, in its sole discretion, shall determine from time to time which television programming shall be BASIC and which shall be PREMIUM.
9. SSI will provide OWNER with programming guides and/or marketing materials that SSI, in its sole discretion, deems appropriate. Subject to provision by SSI of necessary copies, OWNER shall ensure that all current programming guides and marketing materials are available to all of the Viewers of the Property at all times. OWNER shall use its best efforts to encourage Viewers to purchase premium programming and shall assist and cooperate with SSI's marketing program for the System.
10. Payment of amounts owed by OWNER to SSI pursuant to Section 4 hereof shall be made by OWNER to SSI's address herein, or as otherwise directed by SSI. Each payment shall be accompanied by a detailed statement setting forth the total gross charges for the month and the computation of revenues; SSI shall have the right, upon request, to inspect OWNER's books, systems and other records pertaining to said statement. OWNER shall not set off against, deduct from or reduce any revenue payment under this agreement for any reason. Payments shall be due upon the fifth (5th) day of each month for the services to be provided during that month. If OWNER fails to make any payment within ten (10) days of its due date, OWNER shall pay SSI a service charge of ten percent (10%) of the amount due, plus any actual expenses incurred by SSI in collection efforts. Further, OWNER shall pay SSI interest on delinquent payments from the due date until paid at the rate of eighteen percent (18%) per annum, or, if provided, the lesser maximum rate of interest allowed by law. Notwithstanding anything herein to the contrary, in addition to other rights and remedies available to SSI, SSI shall be entitled to collect any or all past due amounts directly from Viewers.
11. SSI may assign, delegate or pledge any or all of its rights, authority, duties or obligations under this Agreement, including but not limited to payments due hereunder, to any other person or entity. OWNER and SSI expressly agree the easement provided herein is fully assignable by SSI, and acknowledge that SSI or its assigns intend to enter into an agreement pursuant to which SSI and/or a third party will manage the System. Upon written notice of any assignment, pledge or delegation by SSI, OWNER shall within ten (10) days, acknowledge such assignment in writing. OWNER shall to the extent requested in the notice make all payments directly to the assignee, pledgee or delegatee.
12. OWNER shall keep the System on the Property as and where installed and shall not use, operate, modify, alter, add to or remove it without the written consent of SSI, not to be unreasonably withheld, and shall not so affix the System or any part thereof to realty as to change its nature to real property. OWNER shall not directly or indirectly create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on the System. OWNER shall promptly, at its own expense, take all actions necessary to discharge any such mortgage, pledge, lien, charge, encumbrance or claim or obtain a waiver of the lien thereof and, in any event, to obtain such lien waivers for the System as SSI may reasonably request.
13. OWNER shall comply with all laws applicable to the use of the System. In the event this Agreement should be construed as a "sale" or "lease" with a security as defined in RCW 62A, then the OWNER grants to SSI a security interest in all personal property and fixtures described in Exhibit "B" and attached hereto and all other required personal property and fixtures. The events of conversion of any or all of the Units comprising the Property to condominium units, cooperatives or similar forms of ownership, or sale, transfer or conveyance of all or a part of the Property, whether voluntary or involuntary, shall be deemed an assignment and delegation of this Agreement.
14. OWNER warrants OWNER holds record title to the Property and is fully authorized to grant to SSI the exclusive rights and easement as provided herein.
15. If any provision of this agreement shall be held to be invalid, the remainder shall not be affected thereby.
16. This Agreement shall be governed by the internal laws of the State of Washington.
17. This Agreement may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
18. Exhibits A and B identified herein are incorporated by this reference as if fully set forth.
19. All notices, claims, certificates, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given when delivered or mailed to the addresses set forth below the signature to this Agreement or other such address as the party to whom notice is to be given may have previously furnished to the other pursuant to this Section.
20. SSI shall only have the right to inspect owners books in relation to occupancy of the complex. *REN*
21. SSI will credit to owner bulk rate account an amount equal to six percent (6%) of the total gross revenue generated by "Premium Entertainment Channels". Said credit shall be applied one month in arrears to the current bulk rate billing month. Owner reserves the right to audit SSI's accounting records with regards to said revenue at any time. *REN*
22. SSI shall not directly or indirectly create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on the property. SSI shall promptly, at its own expense, take all actions necessary to discharge any such mortgage, pledge, lien, charge, encumbrance or claim or obtain waiver of the lien thereof, and, in any event, to obtain such lien waivers for the property as owner may reasonably request. If this is not accomplished within 30 days of notification by owner to SSI, this Agreement can be rendered null and void by the owner. *REN*

8811290237

LOIRA LAKE

- 4. The land referred to in this commitment is located in the county of King, State of Washington, and described as follows:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY MARGIN OF DES MOINES WAY SOUTH WITH THE NORTHERLY MARGIN OF THE SOUTH 440 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;
 THENCE NORTHEASTERLY ALONG SAID WESTERLY MARGIN OF DES MOINES WAY AND ALONG THE MARGIN THEREOF AS ESTABLISHED BY DEED RECORDED UNDER FILE NUMBER 6514093;
 THENCE CONTINUING ALONG THE SOUTH, WEST AND NORTH MARGINS OF SOUTH 149TH PLACE AS ESTABLISHED BY SAID DEED RECORDED UNDER FILE NO. 6514093 AND CONTINUING NORTHEASTERLY ALONG THE MARGIN AS ESTABLISHED BY SAID DEED TO AN APEX AT THE SOUTHERLY MARGIN OF PRIMARY STATE HIGHWAY (SR 518);
 THENCE WESTERLY ALONG THE SOUTHERLY MARGIN OF SAID PRIMARY STATE HIGHWAY (SR 518) TO AN INTERSECTION WITH THE EAST MARGIN OF EIGHTH AVENUE SOUTH AS CONVEYED TO KING COUNTY BY DEED RECORDED UNDER FILE NUMBER 3211805;
 THENCE SOUTHERLY ALONG THE SAID EAST MARGIN OF EIGHTH AVENUE SOUTH TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;
 THENCE EASTERLY ALONG SAID NORTH LINE TO THE EAST LINE OF THE WEST QUARTER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;
 THENCE SOUTHERLY ALONG SAID EAST LINE TO THE NORTH LINE OF THE SOUTH 521.5 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;
 THENCE EASTERLY ALONG SAID NORTH LINE A DISTANCE OF 5.99 FEET TO THE EAST LINE OF THE WEST 330 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;
 THENCE SOUTHERLY ALONG THE SAID EAST LINE OF THE WEST 330 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER TO AN INTERSECTION WITH THE NORTH LINE OF THE SOUTH 440 FEET OF SAID SUBDIVISION;
 THENCE EASTERLY ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

8811290237

Filed for Record at the Request of:
Davis Wright & Jones
Seattle-First National Bank
Seattle, WA

This Space Reserved
for Recorder's Use.
OCT 24 10 54 AM '88
88/10/24 #0602 B
RECD F 5.00
CASHSL ****5.00
55

after recording return to
SEAFIRST REAL ESTATE GROUP
P. O. box C-34103 (A. Edington, CSC-14)
Seattle, Washington 98124-1103

8810240602

FULL RECONVEYANCE

The undersigned as trustee under that certain Deed of Trust, dated
June 18, 19 87, in which Mueller Development Company, a Washington
corporation, as to Parcel 1; Mueller Development Company, (etc.)
is grantor and SEATTLE-FIRST NATIONAL BANK is beneficiary, recorded on
June 26, 19 87, as Auditor's File No(s) 8706260143 in
Volume(s) of mortgages, at page(s)
records of King County, Washington, having received from
the beneficiary under said Deed of Trust a written request to reconvey, does
hereby reconvey, without warranty, to the person(s) entitled thereto all the
right, title and interest now held by said trustee in and to the property
described in said Deed of Trust.

DATED: October 20, 1988.

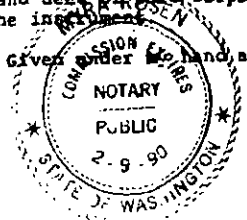
DWTR&J CORP... Trustee

By Edward N. Lange
Edward N. Lange

STATE OF WASHINGTON)
County of King) ss

On this day, before me, a Notary Public in and for the State
of Washington, personally appeared EDWARD N. LANGE, personally known
to me (or proved to me on the basis of satisfactory evidence) to be
the person who executed this instrument, on oath stated that he was
authorized to execute the instrument, and acknowledged it as an
authorized person of DWTR&J Corp. to be the free and voluntary
act and deed of said corporation for the uses and purposes mentioned
in the instrument.

Given under my hand, and official seal on October 20, 1988.



Myra Rosen
NOTARY PUBLIC in and for the State
of Washington, residing at Seattle.
My appointment expires 2/9/90

8809280205

A-363214
4-10

RECONVEYANCE
(Under Deed of Trust)

WHEREAS, SEATTLE-FIRST NATIONAL BANK, a national banking association, as duly appointed Trustee under Deed of Trust dated March 3rd, 1988, made by Mueller Development Company as Grantor, and recorded on March 13th, 1987, in Book --- of Mortgages, page --- under Auditor's File No. 8703131170, records of KING County, Washington, has received from the Beneficiary Seattle-First National Bank, named in said Deed of Trust, a written request for Full reconveyance, now therefore, in accordance with said Request and the provisions of said Deed of Trust, said SEATTLE-FIRST NATIONAL BANK does hereby reconvey, without warranty, to the person entitled thereto the estate now held by it under said Deed of Trust.

RECEIVED THIS DAY
SEP 28 8 30 AM '88

FILED FOR RECORD BY REQUEST OF
TITLE TRUST COMPANY
1636 WASHINGTON ST.
SEATTLE, WA 98101

Dated this 23rd day of September, 1988

SEATTLE-FIRST NATIONAL BANK
as Trustee.

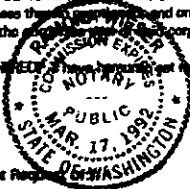
By Michael V. Daly
TRUST REAL ESTATE OFFICER

STATE OF WASHINGTON
COUNTY OF KING SS.

On this 23rd day of September, A.D. 1988, before me personally appeared MICHAEL V. DALY

to me know or proven on the basis of satisfactory evidence to be a Trust Real Estate Officer of Seattle-First National Bank, the corporation that executed the within and foregoing instrument, and acknowledged the same to be the free and voluntary act and deed of said corporation in its fiduciary capacity as aforesaid, for the uses and purposes therein expressed, and on oath stated that he was authorized to execute said instrument and that the seal affixed there to is the seal of said corporation.

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



Ramona Weiser
Notary Public in and for the State of Washington residing at Seattle.

My appointment expires: 3-17-92

Filed for Record at Recorder's Office

(For Recorder's Use)

RETURN TO:
Seattle First National Bank
c/o Seattle First Real Estate Group
P.O. Box C-34103
Seattle, Washington 98124-1103

2

AFTER RECORDING RETURN TO:

George T. Cowan
Graham & Dunn
34th Floor, Rainier Bank Tower
1301 Fifth Avenue
Seattle, Washington 98101-2653

KING COUNTY
EXCISE TAX PAID
SEP 1 1988
E1019764

88/09/01 #0293 D
RECD F 7.00
CASHSL ****7.00
11

8809010293

STATUTORY WARRANTY DEED
AND ASSIGNMENT OF LANDLORD'S INTEREST
IN APARTMENT RENTAL AGREEMENTS

FILED BY CHICAGO TITLE INSURANCE CO.
REF. # 133097-6

The Grantor, Mueller Development Company, a Washington corporation, for and in consideration of \$10.00 and other good and valuable consideration in hand paid, conveys and warrants to THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, a New York corporation, that certain real estate (the "Real Property") commonly known as Lora Lake Apartments situated in the County of King, State of Washington, and legally described on Exhibit A, which legal description is incorporated by this reference as if fully set forth herein; and

GRANTOR HEREBY BARGAINS, SELLS, AND DELIVERS to Grantee all fixtures appurtenant to or used in the operation of the Real Property.

SUBJECT TO those Special Exceptions numbered 1-24, 46, 48-50, and exceptions for general and special taxes (or forest fire protection taxes) not yet delinquent, as set forth on that certain Pro Forma Policy of Title Insurance dated August 29, 1988, issued on Order No. 133097 by Chicago Title Insurance Company (the "Pro Forma Policy"), which is incorporated by this reference as if fully set forth herein; and

SUBJECT TO the rights of tenants in possession, Special Exception 47, in the Pro Forma Policy; and

TOGETHER WITH all Grantor's right, title, and interest in each of the rental agreements with tenants in possession, including, but not limited to, all right, title, and interest of the Grantor in and to any funds of the tenants deposited with the Grantor as security deposits, prepaid rent, or otherwise pursuant to the provisions of the above referenced rental agreements, together with the right of further assignment, the lessor's

RECEIVED INSURANT

SEP 1 9 33 AM '88
BY THE CHICAGO TITLE
INSURANCE COMPANY
KING COUNTY

obligations under which rental agreements Grantee, by acceptance of this deed and assignment, assumes and agrees to perform.

IN WITNESS WHEREOF, this instrument is executed this 30th day of August, 1988.

GRANTOR

MUELLER DEVELOPMENT COMPANY,
a Washington corporation

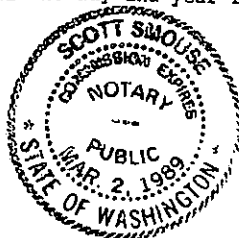
By Henry J. Mueller
Henry J. Mueller
Its President

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

8809010293

On this 30th day of August, 1988, before me personally appeared Henry J. Mueller, to me known to be the President of Mueller Development Company, the corporation that executed the within and 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 they are authorized to execute the said instrument, and that the seal affixed (if any) is the official seal of said corporation.

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



Scott Swouse
NOTARY PUBLIC in and for the State
of Washington, residing at Blaine.
My Commission Expires: 3-2-89.

WACCO TITLE INSURANCE COMPANY
SCHEDULE A (Continued) Policy No. 133097

THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF DES MOINES WAY SOUTH, BEING 30.00 FEET NORTHWESTERLY OF WHEN MEASURED AT RIGHT ANGLES TO THE CENTERLINE THEREOF, AND THE NORTH LINE OF THE SOUTH 440.00 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;
THENCE NORTHWESTERLY ALONG SAID NORTHWESTERLY LINE TO A POINT OPPOSITE HIGHWAY ENGINEER'S STATION (HEREINAFTER REFERRED TO AS HES) 240+75 ON THE DES MOINES WAY LINE SURVEY OF SR 518, RIVERTON HEIGHTS; SR 509 TO SR 5, AND 30.00 FEET NORTHWESTERLY THEREFROM;
THENCE NORTHEASTERLY TO A POINT OPPOSITE HES 242+25 ON SAID DES MOINES WAY LINE SURVEY AND 50 FEET NORTHWESTERLY THEREFROM;
THENCE NORTHEASTERLY PARALLEL WITH SAID DES MOINES WAY LINE SURVEY TO A POINT ON A LINE DRAWN PARALLEL WITH AND 125 FEET SOUTHERLY, WHEN MEASURED AT RIGHT ANGLES, FROM THE SR 518 LINE SURVEY OF SAID HIGHWAY;
THENCE SOUTHWESTERLY ALONG SAID PARALLEL LINE TO A POINT OPPOSITE HES 44+50 THEREON;
THENCE NORTHWESTERLY TO A POINT OPPOSITE HES 43+50 ON SAID SR 518 LINE SURVEY AND 100 FEET SOUTHEASTERLY THEREFROM;
THENCE SOUTHWESTERLY PARALLEL WITH SAID SR 518 LINE SURVEY TO A POINT OPPOSITE HES 40+50 THEREON;
THENCE SOUTHWESTERLY TO A POINT OPPOSITE HES 39+00 ON SAID SR 518 LINE SURVEY AND 125 FEET SOUTHEASTERLY THEREFROM;
THENCE SOUTHWESTERLY PARALLEL WITH SAID SR 518 LINE SURVEY TO A POINT ON THE EAST LINE OF 8TH AVENUE SOUTH;
THENCE SOUTHERLY ALONG SAID EAST LINE TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;
THENCE EASTERLY ALONG SAID NORTH LINE TO THE EAST LINE OF THE WEST QUARTER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;
THENCE SOUTHERLY ALONG SAID EAST LINE TO THE NORTH LINE OF THE SOUTH 321.5 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;
THENCE EASTERLY ALONG SAID NORTH LINE A DISTANCE OF 5.99 FEET TO THE EAST LINE OF THE WEST 330.00 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;
THENCE SOUTHERLY ALONG SAID EAST LINE OF THE WEST 330.00 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER TO AN INTERSECTION WITH THE NORTH LINE OF THE SOUTH 440.00 FEET OF SAID SUBDIVISION;
THENCE EASTERLY ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

9809010293

This Policy valid only if Schedule B is attached. Page 2

This is a pre forms policy furnished to or on behalf of the Insured. It is understood and agreed that this pre forms policy does not reflect the actual condition of title, but rather indicates the terms and conditions of the policy and the exceptions, conditions, and exclusions therein and thereto which the company is required to issue when all necessary and proper information is furnished and all acts performed in conformity with the policy of the Company, in order that the policy may be issued.

EXHIBIT

A

Please return to:
 STATE OF WASHINGTON
 Department of Transportation-KF-01
 Land Management Office
 Transportation Building
 Olympia, Washington 98504

QUIT CLAIM DEED

88-08/16 HQ633 1A
 REC'D F 7.00
 CASHSL 11 *

IN THE MATTER OF SR 518, Riverton Heights: SR 509 to SR 5.

KNOW ALL MEN BY THESE PRESENTS, that the STATE OF WASHINGTON, for and
 In consideration of THIRTY-SEVEN THOUSAND NINE HUNDRED TEN and NO/100
 DOLLARS (\$37,910.00), hereby conveys and quitclaims unto MUELLER DEVELOPMENT
 COMPANY, a Washington Corporation, all right, title, and interest under the jurisdiction
 of the Department of Transportation, in and to the following described real property
 situated in King County, State of Washington:

8809160633

That part of the southwest quarter of the northeast quarter of Section 20,
 Township 23 North, Range 4 East, W.M., described as BEGINNING at the
 intersection of the northwesterly line of Des Moines Way South and the North
 line of the South 440 feet of said southwest quarter of the northeast quarter;
 thence northeasterly along said northwesterly line to a point opposite Highway
 Engineer's Station (hereinafter referred to as HES) 240+75 on the Des Moines
 Way Line Survey of SR 518, Riverton Heights: SR 509 to SR 5, and 30 feet
 northwesterly therefrom; thence northeasterly to a point opposite HES 242+25
 on said Des Moines Way Line Survey and 50 feet northwesterly therefrom;
 thence northeasterly parallel with said Des Moines Way Line Survey to a point
 on a line drawn parallel with and 125 feet southerly, when measured at right
 angles, from the SR 518 Line Survey of said highway; thence southwesterly
 along said parallel line to a point opposite HES 44+50 thereon; thence
 northwesterly to a point opposite HES 43+50 on said SR 518 Line Survey and
 100 feet southeasterly therefrom; thence southwesterly parallel with said
 SR 518 Line Survey to a point opposite HES 40+50 thereon; thence
 southwesterly to a point opposite HES 39+00 on said SR 518 Line Survey and
 125 feet southeasterly therefrom; thence southwesterly parallel with said
 SR 518 Line Survey to a point on the East line of 8th Ave. So.; thence
 southerly along said East line to the North line of the southwest quarter of
 said southwest quarter of the northeast quarter; thence easterly along said
 North line to the East line of the West quarter of said southwest quarter of
 the northeast quarter; thence southerly along said East line to the North line of
 the South 521.5 feet of said southwest quarter of the northeast quarter; thence
 easterly along said North line a distance of 5.99 feet to the East line of the
 West 330 feet of said southwest quarter of the northeast quarter; thence
 southerly along said East line of the West 330 feet of said southwest quarter of
 the northeast quarter to an intersection with the North line of the South 440
 feet of said subdivision; thence easterly along said North line to the POINT OF
 BEGINNING;

KING COUNTY
 NO EXCISE TAX
 AUG 1 6 1988
 E1016514

EXCEPTING THEREFROM THE F⁴ Line right of way of said highway, being
 that part of said southwest quarter of the northeast quarter described as
 BEGINNING AT A POINT opposite HES P.O.T. 244+50.0=F⁴ 0+00 on the
 Des Moines Way and F⁴ Line Surveys of said highway, and 50 feet
 northwesterly therefrom; thence northwesterly to a point opposite said HES
 and 70 feet northwesterly therefrom; thence North 88°31'38" West parallel
 with said F⁴ Line Survey 143.32 feet to a point opposite HES F⁴ 2+00 thereon;
 thence South 01°28'22" West 82.10 feet to a point opposite said HES F⁴ 2+00;
 thence South 88°31'22" East parallel with said F⁴ Line Survey 108.91 feet to a
 point on a line drawn parallel with and 50 feet northwesterly, when measured
 at right angles, from said Des Moines Way Line Survey; thence northeasterly
 along said parallel line to the POINT OF BEGINNING.

The grantee herein, its successors or assigns, shall have no right of ingress and
 egress to, from, and between said SR 518 and the lands herein conveyed; nor shall the
 grantee herein, its successors or assigns, be entitled to compensation for any loss of light,

8808160633

view, and air occasioned by the location, construction, maintenance, or operation of said highway; EXCEPT that said grantee, its successors or assigns, shall have reasonable ingress and egress to, from, and between the lands herein conveyed and the Des Moines Way right of way southwesterly of HES 242+25 and by means of a one OFF and ON APPROACH on the northwesterly side of said Des Moines Way right of way at or near HES 244+20, not to exceed 80 feet in width, for any purpose consistent with local zoning, to which OFF and ON APPROACH only, the grantees, their successors or assigns shall have the right of reasonable access, which APPROACH shall be maintained between the right of way line and the shoulder line of said Des Moines Way by the grantee, its successors or assigns.

Obtaining required permits from responsible agencies and the complete construction and maintenance costs of said APPROACH shall be the sole responsibility of the grantee, its successors or assigns.

The specific details concerning all of which may be found on sheet 2 of that certain plan entitled SR 518, Riverton Heights: SR 509 to SR 5, now of record and on file in the office of the Secretary of Transportation at Olympia, Washington, bearing date of approval March 6, 1969.

The grantee as part consideration herein does hereby agree to comply with all civil rights and anti-discrimination requirements of RCW Chapter 49.60, as to the lands herein described.

The lands herein described are not required for State highway purposes and are conveyed pursuant to the provisions of RCW Chapter 47.12.063.

Dated at Olympia, Washington, this 10th day of August, 1988.

STATE OF WASHINGTON

Duane Berentson

DUANE BERENTSON
Secretary of Transportation

Aug 16 11 02 AM '88
BY THE DIVISION OF
RECORDS & ELECTIONS
KING COUNTY

RECEIVED 1988 DAY

APPROVED AS TO FORM:

By: Margaret Smith
Assistant Attorney General

REVIEWED AS TO FORM:

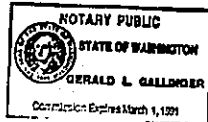
By: Hest Mueller
Mueller Development Company,
a Washington Corporation

8808160633

STATE OF WASHINGTON)
) : ss
County of Thurston)

On this 15th day of August, 1988, before me personally appeared DUANE BERENTSON, known to me as the Secretary of Transportation, Washington State Department of Transportation, and executed the foregoing instrument, acknowledging said instrument to be the free and voluntary act and deed of the State of Washington, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.

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



Gerald L. Gallinger
Notary Public in and for the State
of Washington, residing at Olympia.

My Commission Expires March 1, 1991

Please return to:
STATE OF WASHINGTON
Department of Transportation-KF-01
Land Management Office
Transportation Building
Olympia, Washington 98504

Please return to:
 STATE OF WASHINGTON
 Department of Transportation-KF-01
 Land Management Office
 Transportation Building
 Olympia, Washington 98504

QUITCLAIM DEED 88-002416 40632 1A
 RECD F 7.00
 CASHSL 40632.00
 11

IN THE MATTER OF SR 518, Riverton Heights: SR 509 to SR 5.

KNOW ALL MEN BY THESE PRESENTS, that the STATE OF WASHINGTON, for and in consideration of CLEARING TITLE, hereby conveys and quitclaims unto KING COUNTY, a political subdivision of the State of Washington, all right, title, and interest under the jurisdiction of the Department of Transportation, in and to the following described real property situated in King County, State of Washington:

8808160632

The F⁴ Line right of way of SR 518, Riverton Heights: SR 509 to SR 5, being that part of the southwest quarter of the northeast quarter of Section 20, Township 23 North, Range 4 East, W.M., described as BEGINNING AT A POINT opposite Highway Engineer's Station (hereinafter referred to as HES) P.O.T. 244+30.0=F⁴ 0+00 on the Des Moines Way and F⁴ Line surveys of said highway and 50 feet northwesterly therefrom; thence northwesterly to a point opposite said HES and 70 feet northwesterly therefrom; thence North 88°31'38" West parallel with said F⁴ Line survey 143.32 feet to a point opposite HES F⁴ 2+00 thereon; thence South 01°28'22" West 82.10 feet to a point opposite said HES F⁴ 2+00; thence South 38°31'38" East parallel with said F⁴ Line survey 108.91 feet to a point on a line drawn parallel with and 50 feet northwesterly, when measured at right angles, from said Des Moines Way Line Survey; thence northeasterly along said parallel line to the POINT OF BEGINNING.

The grantee herein, its successors or assigns, shall have no right of ingress and egress to, from, and between said SR 518 and the lands herein conveyed; nor shall the grantee herein, its successors or assigns, be entitled to compensation for any loss of light, view, and air occasioned by the location, construction, maintenance, or operation of said highway; EXCEPT that said grantee, its successors or assigns, shall have reasonable ingress and egress to, from, and between the lands herein conveyed and the Des Moines Way right of way by means of ONE OFF and ON APPROACH on the northwesterly side of said Des Moines Way right of way at or near HES 244+20 not to exceed 80 feet in width for any purpose consistent with local zoning.

It is understood and agreed that the grantee herein will maintain the access control as shown on the right of way plan hereinafter referred to and that this conveyance amends and supercedes the access provisions in that certain deed from the State of Washington to King County dated April 30, 1987, and recorded June 1, 1987, as King County recording No. 8706010409.

It is further understood and agreed that the property herein conveyed will be conveyed by the grantee herein to Mueller Development Company, a Washington Corporation. The deed from King County will contain a prohibition of access onto Des Moines Way, except for the OFF and ON APPROACH above described.

KING COUNTY
 NO EXCISE TAX
 AUG 16 1988
 E1016513

8808160632

The specific details concerning all of which may be found on sheet 2 of that certain plan entitled SR 518, Riverton Heights: SR 509 to SR 5, now of record and on file in the office of the Secretary of Transportation at Olympia, Washington, bearing date of approval March 6, 1969.

The grantee as part consideration herein does hereby agree to comply with all civil rights and anti-discrimination requirements of RCW Chapter 49.60, as to the lands herein described.

The lands herein described are not required for State highway purposes and are conveyed pursuant to the provisions of RCW Chapter 47.12.080.

Dated at Olympia, Washington, this 15th day of August, 1988.

STATE OF WASHINGTON

Duane Berentson
DUANE BERENTSON
Secretary of Transportation

APPROVED AS TO FORM:

By: Maryjo Smith
Assistant Attorney General

REVIEWED AS TO FORM:

By: Mark A. Kelly
King County

Aug 16 11 01 AM '88
BY THE DIVISION OF
RECORDS & LEGISLATION
KING COUNTY

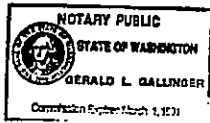
RECEIVED THIS DAY

STATE OF WASHINGTON)
) : ss
County of Thurston)

On this 15th day of August, 1988, before me personally appeared DUANE BERENTSON, known to me as the Secretary of Transportation, Washington State Department of Transportation, and executed the foregoing instrument, acknowledging said instrument to be the free and voluntary act and deed of the State of Washington, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.

8808160632

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



Gerald L. Gallinger
Notary Public in and for the State
of Washington, residing at Olympia.

My Commission Expires March 1, 1991

Please return to:
STATE OF WASHINGTON
Department of Transportation-KF-01
Land Management Office
Transportation Building
Olympia, Washington 98504

for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

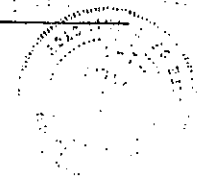
WITNESS my hand and official seal hereto affixed the day and year first above written.

[Handwritten Signature]

NOTARY PUBLIC in and for the State of Washington.

My Commission Expires:

9/1/89



8807130996

HBC/32.64

Filed For Record At The Request Of

Chris J. Sauter
King County Real Property Division

6-18
V-1958

QUIT CLAIM DEED

THE GRANTOR, King County, a political subdivision of the State of Washington, for and in consideration of to clear title and to supplement Vacation Ordinance No. 8541, conveys and quit claims to The Mueller Development Company, the following described real estate, situated in the County of King, State of Washington, including any interest therein which Grantor may hereafter acquire:

All that portion of the South 149th Place Frontage Road as conveyed by the State of Washington by Quitclaim Deed recorded under Auditor's File No. 8706010409, Records of King County, Washington, lying Westerly and Northwesterly of a line which is 50.00 feet Northwesterly of, when measured at right angles to, the centerline of Des Moines Way South as shown on those certain maps and plans for SR 518, SSH 1-K to Jct. PSH 1 Freeway on file with the Washington State Department of Highways. All being located in the Southwest 1/4 of the Northeast 1/4 of Section 20, Township 23 North, Range 4 East, W.M., King County, Washington.

RESERVING unto the Grantor herein all rights of ingress and egress to and from Des Moines Way South (SR 518).

Contains an area of 11,755 sq. ft., or 0.26 acres, M/L.

8807130995

KING COUNTY
NO EXCISE TAX
JUL 13 1988
E1019781

88-07-13
RECD # 00
CRSHEL 11-11-00

DATED this 7th day of July, 1988.

GRANTOR: KING COUNTY, WASHINGTON

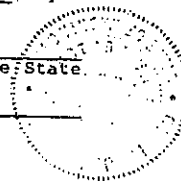
Jim Hall for
Jim Hall, King County Executive

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that Jerome Sauter signed this instrument on oath stated that he was authorized by the King County Executive to execute the instrument, and acknowledged it as the Director, Department of Executive Administration of King County, Washington, to be the free and voluntary act of said County for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 7th day of July, 1988.

Chris J. Sauter
NOTARY PUBLIC in and for the State
of Washington residing at
Duvall



08/06/13 #1037 D
RECD F 14.00
CASHSL 14.00
11

INDEMNITY AGREEMENT

THIS AGREEMENT is made and entered into on the 17th day of ~~April~~ May, 1988 by and between MUELLER DEVELOPMENT COMPANY, a Washington corporation (hereafter referred to as "MDC") and KING COUNTY WATER DISTRICT NO. 20 (hereafter referred to as "WD 20"); and

WHEREAS, MDC is the owner of real property with improvements thereon legally described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, WD 20 is the holder of an Easement through the Exhibit A property legally described in Exhibit B attached hereto and made a part hereof; and

WHEREAS, MDC has completed covered carport improvements over and above a portion of Exhibit B as approximately set forth in Exhibit C (Sketch) attached hereto and made a part hereof, specifically being five (5) uncovered parking stalls directly east of Building B and six (6) covered parking stalls directly adjacent to the east gable of Building G, all hereafter referred to as "Covered Carport Improvements"; and

WHEREAS, WD 20 has agreed to allow MDC to retain the Covered Carport Improvements heretofore described over and above that portion of that Easement described in Exhibit B and more specifically identified in Exhibit C; and

WHEREAS, MDC has agreed to indemnify, save and hold WD 20 harmless from any and all liability, loss, costs, charges, penalties, obligations, expenses, reasonable attorney's fees, litigation, judgments, damages, claims and demands of any kind whatsoever in connection with, arising out of or by reason of the use of the Covered Carport Improvements by MDC or any other persons having personal property located on said Covered Carport Improvements (including tenants, its agents, employees, servants, contractors, subtenants, licensees, customers or business invitees);

NOW, THEREFORE, IN CONSIDERATION of mutual promises, receipt of which is acknowledged by MDC and WD 20, the parties agree as follows:

HBC/7.70

TP.
H.M.

8806131037

1. MDC is specifically authorized by WD 20 to retain any and all of the Covered Carport Improvements described hereinbefore and to maintain and improve said Covered Carport Improvements as MDC sees fit in MDC's sole and absolute discretion in perpetuity.

2. MDC does hereby covenant and agree to indemnify, save and hold WD 20 harmless from any and all liability, loss, costs, charges, penalties, obligations, expenses, reasonable attorney's fees, litigation, judgments, damages, claims and demands of any kind whatsoever in connection with, arising out of or by reason of water main failure resulting in damage to the Covered Carport Improvements and to any personal property thereon resulting from damage to the Covered Carport Improvements, including personal property of tenants, agents, employees, servants, contractors, subtenants, licensees, customers or business invitees.

3. It is understood that this covenant shall run with the land and be binding on the successors-in-interest of Mueller Development Company.

8806131037

MUELLER DEVELOPMENT COMPANY

By: Henry J. Mueller
HENRY J. MUELLER
President

KING COUNTY WATER DISTRICT NO. 20

By: James D. Daley

JUN 13 2 19 11 1988
BY THE DIVISION OF
RECORDS & CLERICALS
KING COUNTY

RECEIVED THIS DAY

HBC/7.70

2

TD
HM

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 23rd day of May, 1988, before me, the undersigned, a Notary Public, in and for the State of Washington, duly commissioned and sworn, personally appeared HENRY J. MUELLER, to me known to be the President of MUELLER DEVELOPMENT COMPANY, 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 he is authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

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

Douglas B. Bunn
NOTARY PUBLIC in and for the
State of Washington.

My Commission Expires:

August 11, 1991

8806131037

HBC/7.70

3

TD
H.M.

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 17th day of May, 1988, before me, the undersigned, a Notary Public, in and for the State of Washington, duly commissioned and sworn, personally appeared

Tim Daly
to me known to be the President
of RING COUNTY WATER DISTRICT NO. 20, the Municipal
Corporation

that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Water District No 20 for the uses and purposes therein mentioned, and on oath stated that he IS are authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said Water District No 20.

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

William V. Haskin
NOTARY PUBLIC in and for the
State of Washington.

My Commission Expires:

5/5/90

8806131037

BBC/7.70

4

TD
JH

SCHEDULE A
(Continued)

Our No. 133097
Your No.

Ex 4.6.1 A

8806131037

PARCEL A:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY MARGIN OF DES MOINES WAY SOUTH WITH THE NORTHERLY MARGIN OF THE SOUTH 440 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;
THENCE NORTHEASTERLY ALONG SAID WESTERLY MARGIN OF DES MOINES WAY AND ALONG THE MARGIN THEREOF AS ESTABLISHED BY DEED RECORDED UNDER RECORDING NUMBER 6514093;
THENCE CONTINUING NORTHEASTERLY ALONG SAID MARGIN AS ESTABLISHED BY DEEDS RECORDED UNDER RECORDING NUMBERS 6474874 AND 6464355 AND CONTINUING TO THE NORTHEASTERLY CORNER OF THAT TRACT DESCRIBED IN DEED RECORDED UNDER RECORDING NUMBER 7512230628, SAID POINT LYING ON THE SOUTHERLY MARGIN OF PRIMARY STATE HIGHWAY (SR 518);
THENCE WESTERLY ALONG THE NORTHERLY BOUNDARY OF SAID TRACT DESCRIBED IN DEED RECORDED UNDER RECORDING NUMBER 7512230628, AND THE SOUTHERLY MARGIN OF SAID PRIMARY STATE HIGHWAY (SR 518) AS ESTABLISHED BY DEEDS RECORDED UNDER RECORDING NUMBERS 6464355, 6154102, 6514093, 7703240775 AND 5077196, TO AN INTERSECTION WITH THE EAST MARGIN OF EIGHTH AVENUE SOUTH AS CONVEYED TO KING COUNTY BY DEED RECORDED UNDER RECORDING NUMBER 3211805;
THENCE SOUTHERLY ALONG THE SAID EAST MARGIN OF EIGHTH AVENUE SOUTH TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;
THENCE EASTERLY ALONG SAID NORTH LINE TO THE EAST LINE OF THE WEST QUARTER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;
THENCE SOUTHERLY ALONG SAID EAST LINE TO THE NORTH LINE OF THE SOUTH 521.5 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;
THENCE EASTERLY ALONG SAID NORTH LINE A DISTANCE OF 5.99 FEET TO THE EAST LINE OF THE WEST 330 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;
THENCE SOUTHERLY ALONG THE SAID EAST LINE OF THE WEST 330 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER TO AN INTERSECTION WITH THE NORTH LINE OF THE SOUTH 440 FEET OF SAID SUBDIVISION;
THENCE EASTERLY ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

PARCEL B:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

PAGE 2

SCHEDULE A
(Continued)

Our No. 133097
Your No.

COMMENCING AT THE INTERSECTION OF A LINE 30 FEET NORTHWESTERLY OF AND PARALLEL WITH THE CENTERLINE OF DES MOINES WAY SOUTH AND THE SOUTHERLY LINE OF SAID SUBDIVISION;
THENCE ALONG SAID PARALLEL LINE NORTH 35 DEGREES 44'40" EAST, 1096.61 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 89 DEGREES 54'20" WEST TO THE NORTHWESTERLY CORNER OF THAT TRACT DESCRIBED IN DEED RECORDED UNDER RECORDING NUMBER 6514093;
THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID TRACT 82.1 FEET, MORE OR LESS TO AN ANGLE POINT IN SAID WESTERLY LINE;
THENCE NORTH 89 DEGREES 54'20" EAST TO A POINT SOUTH 35 DEGREES 44'40" WEST FROM THE TRUE POINT OF BEGINNING;
THENCE NORTH 35 DEGREES 44'40" EAST TO THE TRUE POINT OF BEGINNING.

PARCEL C:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

8806131037

COMMENCING AT THE INTERSECTION OF A LINE 30 FEET NORTHWESTERLY OF AND PARALLEL WITH THE CENTERLINE OF DES MOINES WAY SOUTH AND THE SOUTHERLY LINE OF SAID SUBDIVISION;
THENCE ALONG SAID PARALLEL LINE NORTH 35 DEGREES 44'40" EAST, 1096.61 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING NORTH 35 DEGREES 44'40" EAST 65.93 FEET;
THENCE NORTH 81 DEGREES 04'34" WEST TO A POINT WHICH IS 90 FEET NORTHWESTERLY, WHEN MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF DES MOINES WAY SOUTH;
THENCE SOUTHWESTERLY TO A POINT ON A LINE SOUTH 89 DEGREES 58'45" WEST FROM THE TRUE POINT OF BEGINNING, WHICH POINT IS 70 FEET NORTHWESTERLY, WHEN MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF DES MOINES WAY SOUTH;
THENCE NORTH 89 DEGREES 58'45" EAST TO THE TRUE POINT OF BEGINNING;
EXCEPT THAT PORTION THEREOF LYING EASTERLY OF A LINE 50 FEET WESTERLY OF AND PARALLEL TO THE CENTERLINE OF DES MOINES WAY SOUTH.

DODDS ENGINEERS, INC.
BELLEVUE, WA 98007

Lora Lake
Waterline Easement
Page 2 of 3
August 12, 1987

8806131037 8709170796

And beginning at aforesaid Point N; thence S88°45'00"E 40.19 feet to a point hereinafter referred to as Point V; thence continuing S88°45'00"E 63.42 feet to the westerly margin of South 149th Place, said point being hereinafter referred to as Point W;

And beginning at aforesaid Point V; thence N05°45'00"E 26.00 feet;

And commencing at aforesaid Point W; thence N01°28'22"E, along the westerly margin of said South 149th Place 22.22 feet; thence S88°31'38"E along the northerly margin of said South 149th Place 16.44 feet to the TRUE POINT OF BEGINNING; thence N01°35'36"E 43.48 feet to a point hereinafter referred to as Point X; thence N17°47'50"W 5.09 feet; thence N81°14'00"W 28.00 feet;

And beginning at aforesaid Point X; thence N30°09'00"E 52.50 feet to the terminus of the herein described centerline.



86081WAT

DODDS ENGINEERS, INC.
BELLEVUE, WA 98007

Exhibit B

Lora Lake Apartments
DEI Project No. 86081
August 12, 1987

Waterline Easement

A strip of land 10.00 feet in width over a portion of the southwest quarter of the northeast quarter of Section 20, Township 23 North, Range 4 East, W.M., in King County, Washington, said strip of land having 5.00 feet on each side of the following described centerline:

8906131037 8709170796

Commencing at the north quarter corner of said Section 20; thence S01°03'56"W, along the north-south center of section line of said Section 20, a distance of 1854.65 feet; thence S89°00'00"E 30.00 feet to the east margin of 8th Avenue South and the TRUE POINT OF BEGINNING; thence continuing S89°00'00"E 95.02 feet to a point hereinafter referred to as Point A; thence S00°49'51"W 46.03 feet to a point hereinafter referred to as Point B; thence S89°10'00"E 41.50 feet to a point hereinafter referred to as Point C; thence continuing S89°10'00"E 36.50 feet; thence S70°48'56"E 64.52 feet; thence S83°50'00"E 5.00 feet to a point hereinafter referred to as Point D; thence continuing S83°50'00"E 72.12 feet; thence S43°30'00"E 26.44 feet to a point hereinafter referred to as Point E; thence continuing S43°30'00"E 2.86 feet to a point hereinafter referred to as Point F; thence continuing S43°30'00"E 15.70 feet; thence S01°20'00"W 66.00 feet; thence S43°35'00"E 67.04 feet to a point hereinafter referred to as Point G; thence continuing S43°35'00"E 5.46 feet; thence S89°10'00"E 7.91 feet to a point hereinafter referred to as Point H; thence continuing S89°10'00"E 61.09 feet to a point hereinafter referred to as Point I; thence continuing S89°10'00"E 5.00 feet to a point hereinafter referred to as Point J; thence continuing S89°10'00"E 30.00 feet; thence N31°25'00"E 7.25 feet to a point hereinafter referred to as Point K; thence continuing N31°25'00"E 99.71 feet; thence N01°15'00"E 23.34 feet to a point hereinafter referred to as Point L; thence continuing N01°15'00"E 24.24 feet to a point hereinafter referred to as Point M; thence continuing N01°15'00"E 128.13 feet to a point hereinafter referred to as Point N; thence N88°45'00"W 24.00 feet; thence N65°55'00"W 35.00 feet to a point hereinafter referred to as Point O; thence N24°09'18"W 36.26 feet to a point hereinafter referred to as Point P; thence N20°06'28"W 66.27 feet to a point hereinafter referred to as Point Q; thence continuing N20°06'28"W 36.03 feet; thence S88°10'00"W 43.50 feet; thence S79°42'58"W 79.81 feet to a point hereinafter referred to as Point R; thence S76°44'06"W 71.16 feet to a point hereinafter referred to as Point S; thence continuing S76°44'06"W 6.08 feet; thence S87°20'00"W 59.00 feet to a point hereinafter referred to as Point T; thence continuing S87°20'00"W 32.00 feet; thence S00°10'00"W 61.00 feet; thence N89°50'00"W 62.50 feet to a point hereinafter referred to as Point U, said point bearing N00°49'51"E from aforesaid

-continued-

86081WAT

EXCISE TAX NOT REQUIRED
King Co. Records Division
By  Deputy

DODDS ENGINEERS, INC.
BELLEVUE, WA 98007

Lora Lake
Waterline Easement
Page 2 of 3
August 12, 1987

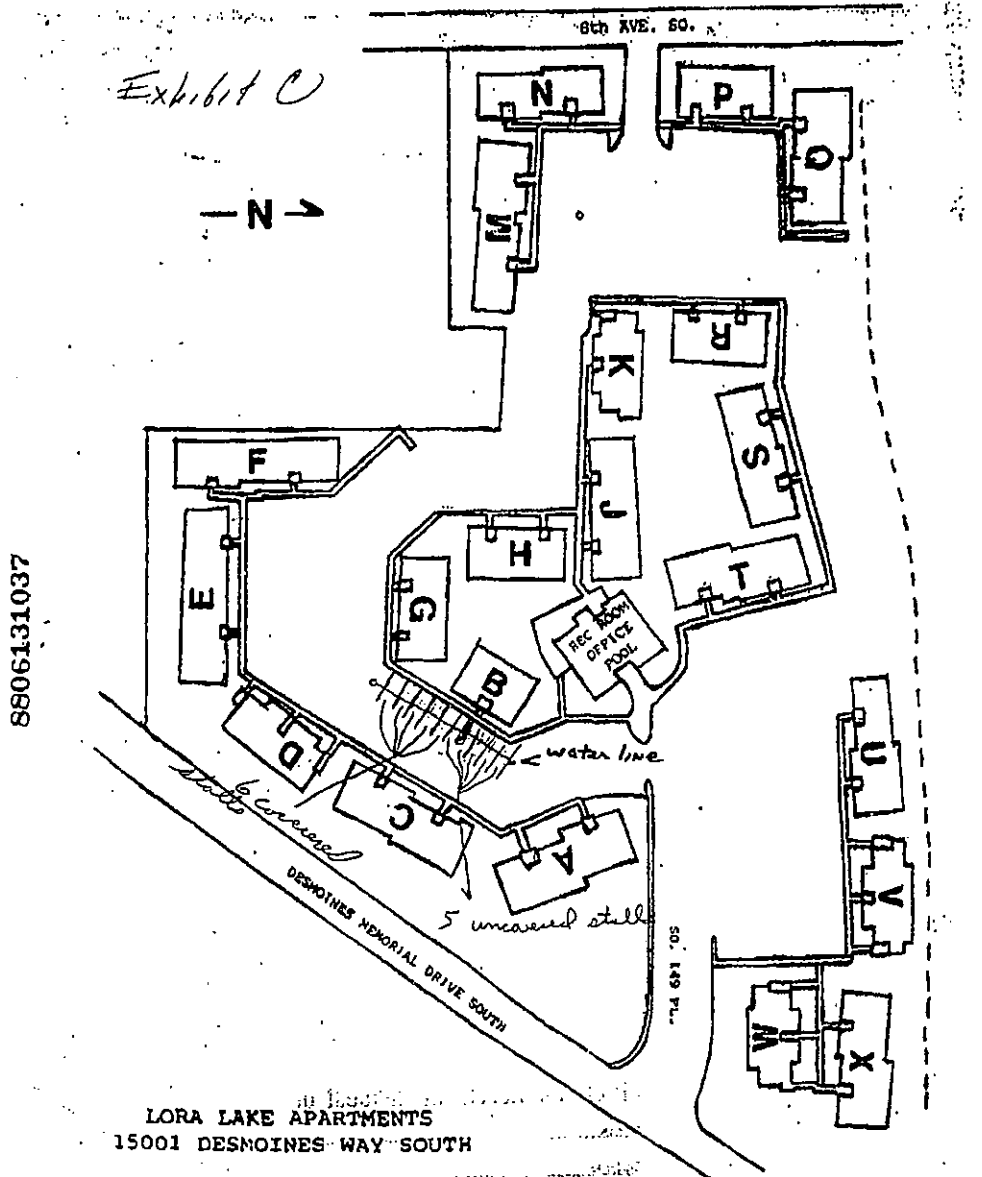
8709170796

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Point A; thence S00°49'51"W 83.21 feet to aforesaid Point A;
 And beginning at aforesaid Point B; thence S24°53'00"W 28.00 feet;
 And beginning at aforesaid Point C; thence N01°31'32"E 15.00 feet;
 And beginning at aforesaid Point D; thence N02°30'00"W 14.00 feet;
 And beginning at aforesaid Point E; thence S46°30'00"W 20.00 feet;
 And beginning at aforesaid Point F; thence N37°38'00"E 37.00 feet;
 And beginning at aforesaid Point G; thence S46°25'00"W 28.00 feet;
 And beginning at aforesaid Point H; thence N00°50'00"E 15.00 feet;
 And beginning at aforesaid Point I; thence S00°50'00"W 47.00 feet;
 thence S30°37'00"E 44.00 feet;
 And beginning at aforesaid Point J; thence S00°50'00"W 45.00 feet;
 And beginning at aforesaid Point K; thence N58°35'00"W 20.00 feet;
 And beginning at aforesaid Point L; thence S87°23'00"E 48.00 feet;
 And beginning at aforesaid Point M; thence S88°45'00"E 44.85 feet;
 thence S01°15'00"W 27.00 feet;
 And beginning at aforesaid Point O; thence S18°06'32"W 34.00 feet;
 And beginning at aforesaid Point P; thence S68°06'00"W 24.00 feet;
 And beginning at aforesaid Point Q; thence N69°54'00"E 25.00 feet;
 And beginning at aforesaid Point R; thence N13°08'00"W 14.00 feet;
 And beginning at aforesaid Point S; thence S13°16'00"E 27.50 feet;
 And beginning at aforesaid Point T; thence S03°32'00"E 29.00 feet;
 And beginning at aforesaid Point U; thence N46°12'00"W 18.50 feet;

-continued-

86081WAT



File No. 87-9-69
(O "2" 37 #884)

RELINQUISHMENT OF EASEMENT

WHEREAS, King County acquired a drainage easement recorded under King County recording No. 7402220258 to provide drainage in the Durien area, and

WHEREAS, the present owners, having acquired title to the property over which the easement runs, have requested that King County relinquish said easement to clear title and provide for an orderly development of the ownership, and

WHEREAS, the owners having granted to King County a more appropriate easement for drainage in a location acceptable to Surface Water Management.

NOW THEREFORE, I hereby declare that King County now abandons and relinquishes all right, title, and interest in the subject easement recorded under Auditor's File No. 7402220258.

DATED this 22nd day of December, 19 87.

8801060632

EXEMPT NOT REQUIRED

King Co. Records Division

[Signature] Deputy

KING COUNTY, WASHINGTON

By [Signature]

Title Director
Department of Executive Administration

STATE OF WASHINGTON)
County of King) ss

On this day personally appeared before me Jerome Sauter to me known to be the Designee of County Executive of King County, Washington, the person who signed the above and foregoing instrument for King County for the uses and purposes therein stated and acknowledged to me that he signed the same as the free and voluntary act and deed of King County and that he was authorized to so sign.

GIVEN under my hand and official seal this 22nd day of December, 19 87.

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

APPROVED AS TO FORM AND LEGALITY:

By PREVIOUSLY APPROVED
Deputy Prosecuting Attorney

Date N/A

88/01/06 #0632 A
RECD F .00
CASHSL *****00
11

Filed for Record At The Request Of

[Signature]
King County Real Property Division

RECEIVED: EAS DAT
JAN 5 1 47:44 PM '88
R3AP/87869

0 "Z" 37 #884
(87-9-69)

SUBSURFACE DRAINAGE EASEMENT

THIS INOCENTURE made this 19th day of October, 19 87, between MUELLER DEVELOPMENT COMPANY, a Washington corporation, hereinafter called the GRANTOR, and King County, Washington, a political subdivision of the State of Washington, hereinafter called the GRANTEE:

8801060631

WITNESSETH:

The said GRANTOR, for and in consideration of the relinquishment of that certain Drainage Easement recorded under King County Recording No. 7402220258 does by these presents grant unto the said GRANTEE, its successors and assigns, a right of way easement for a subsurface drainage system under the property herein described, situated in King County, Washington:

A strip of land 10.00 feet in width, in the southwest 1/4 of the northeast 1/4 of Section 20, Township 23 North, Range 4 East, W. M., King County, Washington, having 5.00 feet on each side of the following described centerline:

Commencing at the center of said Section 20;
thence South 89°01'46" East, along the East-West centerline of said section, 231.94 feet to a point 30.00 feet Northwesterly of, when measured at right angles to, the centerline of Des Moines Way South;
thence North 37°11'09" East, parallel with said centerline, 995.34 feet;
thence North 88°39'10" West 220.10 feet to the True Point of Beginning of the herein described centerline;
thence North 00°01'06" West 23.49 feet;
thence North 58°59'41" West 74.00 feet;
thence South 67°12'24" West 91.01 feet;
thence North 88°27'33" West 127.82 feet, more or less, to the Easterly terminus of the centerline of that certain 10.00 foot wide strip of land described under King County Recording No. 7402220256 and the terminus of the herein described centerline.

Said GRANTEE, its successors and assigns, shall have the right at such time as may be necessary, to enter upon said property for the purpose of constructing, reconstructing, maintaining and repairing said subsurface drainage system.

88/01/06 #0631 B
RECD F .00
CASHL *****.00
11

IN WITNESS WHEREOF said GRANTOR has hereunto set his hand and seal the day and year first above written EXCISE TAX NOT REQUIRED
King Co. Records Division

By _____ Deputy

MUELLER DEVELOPMENT COMPANY

Henry J. Mueller GRANTOR

ITS President

GRANTOR

Filed For Record At The Request Of

King County Real Property Division

STATE OF WASHINGTON, }
County of KING } ss.

On this 19th day of October, 1987, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Henry J. Mueller, President of Mueller Development Company, to me known to be the Mueller Development Company, 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 (if any) 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 Bellevue

My Commission Expires: 09/01/89

ACKNOWLEDGEMENT, CORPORATION
Form No. W-14

EASEMENT (Underground and Surface Rights)
P.M. #230620-1-013

RECORDED
RECORD # 100
CASH \$7.00

THIS INSTRUMENT, made this 7th day of December 1987,
between MUELLER DEVELOPMENT COMPANY, a Washington Corporation, hereinafter
called the Grantor; SEATTLE-FIRST NATIONAL BANK, a national banking asso-
ciation, hereinafter called the Beneficiary; and the CITY OF SEATTLE, a
municipal corporation, hereinafter called the Grantee; WITNESSETH:

That the Grantor, for and in consideration of the sum of One Dollar
(\$1.00) and other valuable considerations, receipt of which is hereby
acknowledged, hereby conveys and grants to the Grantee, its successors and
assigns, the right, privilege and authority to install, construct, erect,
alter, repair, energize, operate and maintain electric underground
distribution facilities at depths not exceeding 21 feet, which consist of
vaults, manholes, handholes, ducts, conduits, cables, wires and other
necessary or convenient appurtenances; ALSO the right, privilege and
authority to the Grantee, its successors and assigns, to install,
construct, erect, alter, repair, energize, operate and maintain at the
ground level, electric transformer units and electric junction cabinets
and/or containers, together with such appurtenances necessary to make said
underground and surface installations an integrated electric system. All
such electric system is to be located upon, under and across the following
described lands and premises situated in the County of King, State of
Washington, to wit:

8712100857

A 373667-10 (L.C.)

A strip of land 10.00 feet in width over a portion of
the northeast quarter of Section 20, Township 23 North,
Range 4 East, W.M., in King County, Washington, said
strip of land being the 5.00 feet on each side of and
adjoining the following described centerline:

COMMENCING at the north quarter corner of said Section
20;
thence South 01°03'56" West, along the north-south
center line of said section, a distance of 1838.50
feet;
thence South 89°01'24" East 30.00 feet to the east
margin of 8th Avenue South and the TRUE POINT OF
BEGINNING of the herein described centerline;
thence continuing South 89°01'24" East 76.88 feet;
thence South 87°47'33" East 125.46 feet;
thence South 87°23'28" East 123.48 feet;
thence South 88°56'41" East 31.21 feet;
thence North 85°04'41" East 29.08 feet;
thence North 85°25'21" East 26.44 feet;
thence North 78°26'51" East 18.25 feet;
thence North 71°51'20" East 21.72 feet;
thence South 86°41'39" East 36.48 feet;
thence South 80°50'50" East 104.24 feet;
thence South 88°31'38" East 65.38 feet, more or less, to
the westerly margin of South 149th Place and the
terminus of the herein described centerline.

Together with the right at all times to the Grantee, its successors
and assigns, of ingress to and egress from said lands across adjacent lands
of the Grantor for the purpose of installing, constructing, altering,
repairing, energizing, operating and maintaining said electric system, and
the right at any time to remove all or any part of said electric system
from said lands.

Also the right to the Grantee, its successors and assigns, at all
times to cut and trim brush, trees or other plants standing or growing upon
said lands which, in the opinion of the Grantee, interfere with the
maintenance or operation of the system, or constitute a menace or danger to
said electric system.

The Grantor, its successors and assigns, hereby covenant and agree
that no structure or fire hazards will be erected or permitted within the
above described easement area without prior written approval from the

5/A18.0

EXCISE TAX NOT REQUIRED
King Co. Records Division

By _____ Deputy

FILED FOR RECORD AT REQUEST OF
TICOR TITLE INSURANCE CO.
1008 WESTERN AVE., SUITE 200
SEATTLE, WA 98104

8712100857

Grantee, its successors or assigns; that no digging will be done or permitted within the easement area which will in any manner disturb the facilities or their solidity or unearth any portion thereof; and that no blasting or discharge of any explosives will be permitted within fifty (50) feet of said lines and appurtenances.

It is understood and agreed that the City of Seattle, City Light Department, may grant other utilities the right and privilege to occupy and use jointly said distribution system and/or easement.

The City of Seattle and other utilities are to be responsible, as provided by law, for any damage to the Grantor through their negligence in the construction, maintenance and operation of said electric and/or other utility systems across, upon and under the property of said Grantor.

The rights, title, privileges and authority hereby granted shall continue and be in force until such time as the Grantee, its successors, assigns and other utilities shall permanently remove all said electric and other utility systems from said lands or shall permanently abandon said systems, at which time all such rights, title, privileges and authority shall terminate.

Any deed of trust named is hereby subordinated to the extent necessary, to so subordinate the premises herein granted to said premises held by the Beneficiary above to the extent, but only to the extent of the lien of said deed of trust to the Grantee.

This instrument is a continuation of certain instrument dated July 31st, 1987, and recorded under King County Recording No. 8708030936.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

MUELLER DEVELOPMENT COMPANY

ATTLE-FIRST NATIONAL BANK

By: [Signature]
Title

By: [Signature]
Title Vice President

By: [Signature]
Title

By: _____
Title

(FOR CORPORATE ACKNOWLEDGMENT)

STATE OF WASHINGTON)
) ss.
COUNTY OF King)



On this 14th day of December 1987, before me personally appeared Henry J. Mueller to me known to be the President and _____ to me known to be the _____ Secretary, of MUELLER DEVELOPMENT COMPANY, the corporation that executed the within and foregoing instrument, and each acknowledged that said instrument was the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and each on oath stated that they were authorized to execute said instrument.

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

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

(FOR CORPORATE ACKNOWLEDGMENT)

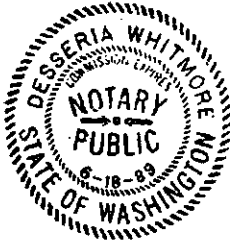
STATE OF WASHINGTON)
) ss.
COUNTY OF King)

On this 10th day of December 1987, before me personally appeared Joyce Michelson, to me known to be the Vice President, and _____ Secretary, of SEATTLE-FIRST NATIONAL BANK, the corporation that executed the within and foregoing instrument, and each acknowledged that said instrument was the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and each on oath stated that they were authorized to execute said instrument.

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

Dessera Whitmore
Notary Public in and for the State of Washington,
residing at Seattle

8712100857



REG Loan No. T-601626 & 601533

NOTE AND DEED OF TRUST MODIFICATION AND SPREADING AGREEMENT

This agreement made and entered into by and between MUELLER DEVELOPMENT COMPANY a Washington corporation, (hereinafter referred to as "Grantor"), HENRY J. MUELLER (hereinafter referred to as "Guarantor(s)") and SEATTLE-FIRST NATIONAL BANK, a national banking association, successor in interest to Seafirst Mortgage Corporation (hereinafter referred to as "Beneficiary"),

WITNESSETH:

WHEREAS, Grantor heretofore executed and delivered a certain Deed of Trust between Grantor, DWTR&J CORP., as Trustee, and Beneficiary, dated June 18, 1987 (hereinafter referred to as "said Deed of Trust") and recorded on the 26th day of June, 1987 under King County Recorder's No. 8706260143, on certain real estate in King County, Washington said Deed of Trust being made to secure one Note, executed by Grantor (hereinafter referred to as "said Note"), for the aggregate principal sum of FOUR MILLION NINE HUNDRED SIXTY EIGHT THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$ 4,968,750.00) with interest, and also such further sums as may be advanced or loaned by Beneficiary and guaranteed by Guarantors by Guarantors's dated June 18, 1987.

AND WHEREAS, Grantor hereby represents that they are now the sole owners of the aforesaid real estate and Beneficiary represents that it is the legal owner and holder of said indebtedness and the Note and Deed of Trust and Guaranty evidencing and securing the same, and said parties mutually desire the modification as hereinafter provided;

NOW, THEREFORE, in consideration of the premises, the promises and agreements between the said parties hereinafter contained, and the mutual benefits accruing to the undersigned parties hereunder, it is hereby agreed between them as follows:

1. That the lien of said Deed of Trust is hereby spread so as to cover the following described premises in King County, Washington:

THAT PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, LYING EASTERLY AND SOUTHERLY OF THE ROAD 'A' RIGHT OF WAY AS CONVEYED TO THE CITY OF KENT BY DEED RECORDED UNDER RECORDING NUMBER 7110060365, AND WESTERLY OF THE WESTERLY MARGIN OF LAKE FENWICK ROAD (J.L. REITH ROAD NO. 2266), AND WESTERLY OF THE ROAD 'B' RIGHT OF WAY AS CONVEYED TO THE CITY OF KENT BY DEED RECORDED UNDER RECORDING NUMBER 7110060365.

And to that end Grantor hereby irrevocably grants, bargains, sells and conveys to said Trustee in trust, with power of sale, for the benefit of Beneficiary, and modifies the legal description in said Deed of Trust to include the above described property, which property is not used principally or primarily for agricultural or farming purposes, together with all tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof, for the purpose of securing performances of each agreement, payment and undertaking secured by said Deed of Trust as herein modified. It is the intention of the parties hereto that said Deed of Trust shall be construed as a single instrument, and the powers and duties of said Trustee shall be the same as if the property conveyed herein had originally been included in said Deed of Trust.

8711040071
A-370519 CAX

FILED FOR RECORD AT REQUEST OF
TICOR TITLE INSURANCE CO.
1008 WESTERN AVE., SUITE 200
SEATTLE, WA 98104
SBO

Return to: Seattle First National Bank
c/o Seafirst Real Estate Group
PO Box C-34103
Seattle, WA 98124-1103

RECEIVED THIS DAY
Nov 4 8 30 AM '87

2. Grantor and Guarantor further covenant and agree with Beneficiary that in the event of a default in the payment of the Note secured by Deed of Trust dated March 3, 1987, recorded March 13, 1987, under King County Auditor's File No. 8703151170, or that Note secured by the Deed of Trust dated October 19, 1987 intended to be recorded concurrently herewith in King County, or any default in observing the covenants and agreements contained in said Deed(s) of Trust, or in the event of any default under the Note and/or Deed of Trust dated June 18, 1987 on the subject property, the holder of the indebtedness shall have, in addition to such holder's rights of declaring the maturity of the indebtedness as to which default will have been made, the option of likewise declaring the maturity of the other indebtedness(es) if ever thereof, even though such other loan(s) be not then in default. All of the above-referenced Notes shall hereinafter be referred to as "Cross Defaulted Notes".

3. That if, at the time of repayment in full of any of the Cross Defaulted Notes (as described in paragraph 2 herein), a default exists in any of these Cross Defaulted Notes or the Subject Note dated 18, 1987, Beneficiary agrees for itself, its successors and assigns that it will, upon request of Grantor, join with Grantor in requesting the Trustee to reconvey a portion of the premises secured by the Deed of Trust, specifically that prime security property that pertains to that specific repaid Note.

Grantor shall deliver to Beneficiary evidence that the partial reconveyance of said Deed of Trust will not have any adverse effect upon the remaining security with respect to the title insurance held by Beneficiary.

4. That, except insofar as herein expressly changed, all terms, covenants and provisions of said Note, Deed of Trust, and the Guarantens and the obligation evidenced and secured thereby shall remain in full force and effect and are hereby expressly ratified and confirmed by the parties hereto.

Signed, sealed and delivered this 29 day of Sept, 1987

GRANTOR

MUELLER DEVELOPMENT COMPANY,
a Washington corporation

By: Henry J. Mueller
Henry J. Mueller, President

BENEFICIARY

SEATTLE-FIRST NATIONAL BANK,
a national banking association

By: James Mischel
Its: James Mischel President

GUARANTORS

Henry J. Mueller
Henry J. Mueller

10-16-87
JMT/mjd

8711040071

STATE OF WASHINGTON

COUNTY OF King

)
) s

On this 31st day of October, 1987, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Henry T. Mueller and _____ to me personally known (or proven, on the basis of satisfactory evidence) to be the President and Secretary respectively of Mr. & Mrs. Development Co., the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that they were duly elected, qualified and acting as said officers, respectively, of the corporation, that they were authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

20000716

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

Langdon B. ...

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

My appointment expires August 11, 1991

STATE OF WASHINGTON)
COUNTY OF KING) §

On this 30th day of OCTOBER, 19 87, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JOYCE NICHOLSON and _____ to me personally known (or proven on the basis of satisfactory evidence) to be the VICE PRESIDENT and _____ respectively of SEATTLE-FIRST NATIONAL BANK.

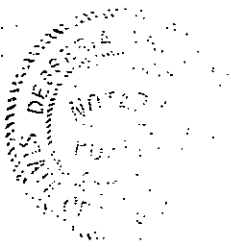
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the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that they were duly elected, qualified and acting as said officers, respectively, of the corporation, that they were authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

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

Dessoria Whitmore
Notary Public in and for the State of
Washington, residing at SEATTLE

My appointment expires June 18, 1989



Return To:
Seafirst Real Estate Group
P.O. Box 34103
Seattle, WA 98124
Attn: Dessera Whitmore

REG Loan No. T-601626 & 601433

NOTE AND DEED OF TRUST MODIFICATION AND SPREADING AGREEMENT

This agreement made and entered into by and between MUELLER DEVELOPMENT COMPANY a Washington corporation, (hereinafter referred to as "Grantor"), HENRY J. MUELLER (hereinafter referred to as "Guarantor(s)") and SEATTLE-FIRST NATIONAL BANK, a national banking association, successor in interest to Seafirst Mortgage Corporation (hereinafter referred to as "Beneficiary"),

WITNESSETH:

WHEREAS, Grantor heretofore executed and delivered a certain Deed of Trust between Grantor, DWTR&J CORP., as Trustee, and Beneficiary, dated March 3, 1987 (hereinafter referred to as "said Deed of Trust") and recorded on the 13th day of March, 1987 under King County Recorder's No. 8705131170, on certain real estate in King County, Washington said Deed of Trust being made to secure one Note, executed by Grantor (hereinafter referred to as "said Note"), for the aggregate principal sum of EIGHT MILLION ONE HUNDRED SIXTY SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$8,167,500.00) with interest, and also such further sums as may be advanced or loaned by Beneficiary and guaranteed by Guarantors by Guaranty's dated March 13, 1987.

AND WHEREAS, Grantor hereby represents that they are now the sole owners of the aforesaid real estate and Beneficiary represents that it is the legal owner and holder of said indebtedness and the Note and Deed of Trust and Guaranty evidencing and securing the same, and said parties mutually desire the modification as hereinafter provided;

NOW, THEREFORE, in consideration of the premises, the promises and agreements between the said parties hereinafter contained, and the mutual benefits accruing to the undersigned parties hereunder, it is hereby agreed between them as follows:

1. That the lien of said Deed of Trust is hereby spread so as to cover the following described premises in King County, Washington:

THAT PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, LYING EASTERLY AND SOUTHERLY OF THE ROAD 'A' RIGHT OF WAY AS CONVEYED TO THE CITY OF KENT BY DEED RECORDED UNDER RECORDING NUMBER 7110060365, AND WESTERLY OF THE WESTERLY MARGIN OF LAKE FENWICK ROAD (J.L. REITH ROAD NO. 2266), AND WESTERLY OF THE ROAD 'B' RIGHT OF WAY AS CONVEYED TO THE CITY OF KENT BY DEED RECORDED UNDER RECORDING NUMBER 7110060365.

And to that end Grantor hereby irrevocably grants, bargains, sells and conveys to said Trustee in trust, with power of sale, for the benefit of Beneficiary, and modifies the legal description in said Deed of Trust to include the above described property, which property is not used principally or primarily for agricultural or farming purposes, together with all tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof, for the purpose of securing performances of each agreement, payment and undertaking secured by said Deed of Trust as herein modified. It is the intention of the parties hereto that said Deed of Trust shall be construed as a single instrument, and the powers and duties of said Trustee shall be the same as if the property conveyed herein had originally been included in said Deed of Trust.

FILED FOR RECORD AT REC'D.
TICOR TITLE INSURANCE CO.
1000 WESTERN AVENUE, SUITE 200
SEATTLE, WA 98104

8711040070

A 363214 - 10

RECEIVED THIS DAY

Nov 9 8 37 AM '87

8721040070

2. Grantor and Guarantor further covenant and agree with Beneficiary that in the event of a default in the payment of that Note secured by Deed of Trust dated June 18, 1987, recorded June 26, 1987, under King County Auditor's File No. 8706260143 or that Note secured by the Deed of Trust dated October 19, 1987 intended to be recorded concurrently herewith in King County, or any default in observing the covenants and agreements contained in said Deed(s) of Trust, or in the event of any default under the Main and/or Deed of Trust dated March 3, 1987 on the subject property, the holder of the indebtedness shall have, in addition to such holder's rights of declaring the maturity of the indebtedness on which default will have been made, the option of likewise declaring the maturity of the other indebtedness(es) if ever thereof, even though such other loan(s) be not then in default. All of the above-referenced Notes shall hereinafter be referred to as "Cross Defaulted Notes".

3. That if, at the time of repayment in full of any of the Cross Defaulted Notes (as described in paragraph 2 herein), no default exists in any of those Cross Defaulted Notes or the Subject Note dated March 3, 1987, Beneficiary agrees for itself, its successors and assigns that it will, upon request of Grantor, join with Grantor in requesting the Trustee to reconvey a portion of the premises secured by the Deed of Trust, specifically that prime security property that pertains to that specific repaid Note.

Grantor shall deliver to Beneficiary evidence that the partial reconveyance of said Deed of Trust will not have any adverse effect upon the remaining security with respect to the title insurance held by Beneficiary.

4. That, except insofar as herein expressly changed, all terms, covenants and provisions of said Note, Deed of Trust, and the Guarantees and the obligation evidenced and secured thereby shall remain in full force and effect and are hereby expressly ratified and confirmed by the parties hereto.

Signed, sealed and delivered this 23 day of Sept, 1987

GRANTOR

MUELLER DEVELOPMENT COMPANY,
a Washington corporation

By: Henry J. Mueller
Henry J. Mueller, President

BENEFICIARY

SEATTLE-FIRST NATIONAL BANK,
a national banking association

By: Joyce Mischler
Its: Joyce Mischler, President

GUARANTORS

Henry J. Mueller
Henry J. Mueller

1C-16-87
JMT/mjd

8711040070

STATE OF WASHINGTON

COUNTY OF King)
) s

On this 28th day of October, 19 87, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Henry J. Mueller and _____ to me personally known (or proven on the basis of satisfactory evidence) to be the President and Secretary respectively of Muller Development Company, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that they were duly elected, qualified and acting as said officers, respectively, of the corporation, that they were authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

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

Douglas A. Bruner
Notary Public in and for the State of
Washington, residing at Seattle
My appointment expires August 11, 1991

8711040070

STATE OF WASHINGTON)
COUNTY OF KING) §

On this 10th day of OCTOBER, 1987, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JOYCE MICHLIS and _____ to me personally known (or proven on the basis of satisfactory evidence) to be the VICE PRESIDENT and _____ respectively of SEATTLE-FIRST NATIONAL BANK, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that they were duly elected, qualified and acting as said officers, respectively, of the corporation, that they were authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

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



Desseria Whitmore
Notary Public in and for the State of
Washington, residing at SEATTLE
My appointment expires June 15, 1989



SEAFIRST BANK
DEED OF TRUST

Loan No. 601626
Title Co. & No. CLIC
127794

THIS DEED OF TRUST is made this 19th day of October 19 87
BETWEEN MUELLER DEVELOPMENT COMPANY, a Washington corporation,

whose address is 19550 Pacific Highway South, Suite 300, Seattle, WA 98188
and DWTR & J Corp.

whose address is 2000 CENTURY SQUARE, 1501 6th AVENUE, SEATTLE, WA 98101-1088
and SEATTLE-FIRST NATIONAL BANK, A NATIONAL BANKING ASSOCIATION,

as Beneficiary, whose address is Seafirst Real Estate Group, P. O. Box C-34103, Seattle, WA 98124-1103.

Grantor hereby irrevocably grants, bargains, sells and conveys to Trustee in trust, with power of sale, all Grantor's estate, right, title, interest, claim and demand, now owned or hereafter acquired, in and to the following described property in King County, Washington, (the "Property" which term shall include all or any part of the Property, any improvements thereon and all the property described in Section 1 of the Master Form Deed of Trust hereinafter referred to):

See Schedule "A" attached hereto and by this reference made a part hereof for legal description.

See Schedule "B" attached hereto and by this reference made a part hereof for additional terms and conditions.

87-11-02 RECD F 9.00 80883 E
CASHSL 11

which has the address of Reith Road & Lake Fenwick Road, Kent Washington
(Street) (City) (State and Zip Code)

TOGETHER WITH all the tenements, hereditaments and appurtenances, now or hereafter thereunto belonging or in anywise appertaining, leases and other agreements for use and occupancy pertaining thereto, and the rents, issues and profits thereof and all other property or rights of any kind or nature whatsoever further set forth in the Master Form Deed of Trust hereinafter referred to, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

This Deed of Trust shall constitute a security agreement under the Uniform Commercial Code of Washington between Grantor as Debtor and Beneficiary as secured party. Grantor grants a security interest to Beneficiary in any of the Property which is personal property and also grants a security interest in the property described in Section 2 of the Master Form Deed of Trust hereinafter referred to now owned or hereafter acquired by Grantor (the Property, as defined above, and the property described in said Section 2 are hereafter collectively referred to as the "Collateral").

THIS DEED IS FOR THE PURPOSE OF SECURING the following:

(a) Payment of the sum of SEVEN MILLION SIX HUNDRED TWELVE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$ 7,612,500.00...) with interest thereon according to the terms of a promissory note of even date herewith, payable to Beneficiary or order and made by Grantor (the "Note" which term shall include all notes evidencing the indebtedness secured by this Deed of Trust including all renewals, modifications or extensions thereof);

(b) Payment of any further sums advanced or loaned by Beneficiary to Grantor, or any of its successors or assigns, if (1) the Note or other writing evidencing the future advance or loan specifically states that it is secured by this Deed of Trust or (2) the advance, including costs and expenses incurred by Beneficiary, is made pursuant to this Deed of Trust or any other documents executed by Grantor evidencing, securing, or relating to the Note and/or the Collateral, whether executed prior to, contemporaneously with, or subsequent to this Deed of Trust (this Deed of Trust, the Note and such other documents, including any construction or other loan agreement, are hereafter collectively referred to as the "Loan Documents") together with interest thereon at the rate set forth in the Note unless otherwise specified in the Loan Documents or agreed to in writing;

(c) Performance of each agreement, term and condition set forth or incorporated by reference in the Loan Documents, including without limitation the loan agreement and/or commitment dated September 14, 1987 and assignment of leases and/or rents of even date herewith, which are incorporated herein by reference, or contained herein.

By executing and delivering this Deed of Trust and the Note secured hereby, the parties agree that all provisions of Paragraphs 1 through 65 inclusive of the Master Form Deed of Trust hereinafter referred to, except such paragraphs as are specifically excluded or modified herein, are hereby incorporated herein by reference and made an integral part hereof for all purposes the same as if set forth herein at length, and the Grantor hereby makes said covenants and agrees to fully perform all of said provision. The Master Form Deed of Trust above referred to was recorded on the eleventh (11th) day of August, 1987, in the Official Records of the offices of the County Auditors of the following counties in Washington in the book, and at the page designated after the name of each county, to-wit:

COUNTY	BOOK OR VOL.	PAGE NO.	AUDITOR'S FILE NO.	COUNTY	BOOK OR VOL.	PAGE NO.	AUDITOR'S FILE NO.
Adams	142	305	212474	Lewis	355	154	960637
Ancon			175404	Lincoln			377660
Benton	493	1125	87-12850	Mason	384	027	470654
Chelan	680	1663	8708110050	Skagitno	70	2376	741827
Chittam	794	278	524433	Pacific	8708	348	84496
Clark	19		8708110009	Pend Oreille	74	895	198582
Columbia	2H	296	H2135	Pierce	0440	0987	8708110085

FORM 09-0890 REV. 8/87

8711020883
Filed by Chicago Title Insurance Co. 127794-6
EXPOSITION

8711020883

COUNTY	BOOK OR VOL.	PAGE NO.	AUDITOR'S FILE NO.	COUNTY	BOOK OR VOL.	PAGE NO.	AUDITOR'S FILE NO.
King	14224	76	87081000	San Juan	289	361	8794809
Franklin	ME		267729	Spokane	719	39	870814057
Chelan	0227	231	235369	Stromboli	206	326	820648
Grant			49027	Spokane	2579	062	070810026
Walla Walla			87248	Spokane	248	688	870810012
Lincoln	134	109	807746	Snohomish	113	0434	870810030
Yakima	87 18669		800810031	Thurston	1311	289	870810043
Asotin	389	1754	870810073	Wahkiakum	71	236	38075
Benewah	243	338	308673	Walla Walla	166	800	870810074
Blaine			800810080	Washoe	98	614	1500000
Bozeman	432	680	870810085	Whitman			521420
Butte	264	212	506997	Yakima	1217	977	2607235
Chewaucum	141	300	206526				

A copy of such Master Form Deed of Trust is hereby furnished to the person executing this Deed of Trust and by executing this Deed of Trust the Grantor acknowledges receipt of such Master Form Deed of Trust.

The Property which is the subject of this Deed of Trust is not used principally or primarily for agricultural or farming purposes.

The undersigned Grantor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at the address hereinbefore set forth.

The Note secured hereby evidences a construction loan but is not a combination Note.

WITNESS the hand(s) and seal(s) of the Grantor(s) on the day and year first above written.

MUELLER DEVELOPMENT COMPANY,
a Washington corporation

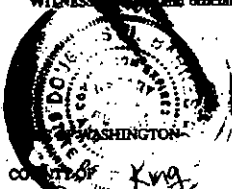
By: *Henry J. Mueller*
Henry J. Mueller, President

STATE OF WASHINGTON
COUNTY OF King

On this 28th day of October, A.D., 1987, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Henry J. Mueller

to me known or proven on the basis of satisfactory evidence to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged to me that he signed and sealed the said instrument as free and voluntary act and deed for the uses and purposes therein mentioned.

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



Douglas J. Bunn
Notary Public in and for the State of Washington residing at Seattle
My appointment expires: _____

On this 28th day of October, A.D., 1987, before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared HENRY J. MUELLER

and _____ to me known or proven on the basis of satisfactory evidence to be the PRESIDENT and _____ respectively, of the corporation that executed the within and 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 they were authorized to execute the said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

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

Douglas J. Bunn
Notary Public in and for the State of Washington residing at Seattle
My appointment expires: August 11, 1991

SCHEDULE "A"

Rider attached to and forming part of Deed of Trust dated October 19, 1987 by and among MUELLER DEVELOPMENT COMPANY, a Washington corporation; INTRALJ CORP., as Trustee; and SEATTLE-FIRST NATIONAL BANK, a national banking association, as Beneficiary.

LEGAL DESCRIPTION

PARCEL I (Lake Fenwick)

THAT PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, LYING EASTERLY AND SOUTHERLY OF THE ROAD "A" RIGHT OF WAY AS CONVEYED TO THE CITY OF KENT BY DEED RECORDED UNDER RECORDING NUMBER 7110060365, AND WESTERLY OF THE WESTERLY MARGIN OF LAKE FENWICK ROAD (J.L. REITH ROAD NO. 2266), AND WESTERLY OF THE ROAD "B" RIGHT OF WAY AS CONVEYED TO THE CITY OF KENT BY DEED RECORDED UNDER RECORDING NUMBER 7110060365.

PARCEL II (Lora Lakes)

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M. IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNINGS AT THE INTERSECTION OF THE WESTERLY MARGIN OF DES MOINES WAY SOUTH WITH THE NORTHERLY MARGIN OF THE SOUTH 440 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;

THENCE NORTHEASTERLY ALONG SAID WESTERLY MARGIN OF DES MOINES WAY AND ALONG THE MARGIN THEREOF AS ESTABLISHED BY DEED RECORDED UNDER FILE NUMBER 6514093;

THENCE CONTINUING ALONG THE SOUTH, WEST AND NORTH MARGINS OF SOUTH 149TH PLACE AS ESTABLISHED BY SAID DEED RECORDED UNDER FILE NO. 6514093 AND CONTINUING NORTHEASTERLY ALONG THE MARGIN AS ESTABLISHED BY SAID DEED TO AN APEX AT THE SOUTHERLY MARGIN OF PRIMARY STATE HIGHWAY (SR 518);

THENCE WESTERLY ALONG THE SOUTHERLY MARGIN OF SAID PRIMARY STATE HIGHWAY (SR 518) TO AN INTERSECTION WITH THE EAST MARGIN OF EIGHTH AVENUE SOUTH AS CONVEYED TO KING COUNTY BY DEED RECORDED UNDER FILE NUMBER 3211805;

THENCE SOUTHERLY ALONG THE SAID EAST MARGIN OF EIGHTH AVENUE SOUTH TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;

THENCE EASTERLY ALONG SAID NORTH LINE TO THE EAST LINE OF THE WEST QUARTER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;

THENCE SOUTHERLY ALONG SAID EAST LINE TO THE NORTH LINE OF THE SOUTH 521.5 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;

THENCE EASTERLY ALONG SAID NORTH LINE A DISTANCE OF 5.99 FEET TO THE EAST LINE OF THE WEST 330 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;

THENCE SOUTHERLY ALONG THE SAID EAST LINE OF THE WEST 330 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER TO AN INTERSECTION WITH THE NORTH LINE OF THE SOUTH 440 FEET OF SAID SUBDIVISION;

THENCE EASTERLY ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

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PARCEL III (La Paloma II)

THOSE PORTIONS OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 594 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SUBDIVISION; THENCE WEST 476 FEET; THENCE NORTH 68 FEET; THENCE EAST 476 FEET, MORE OR LESS TO A POINT ON THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 20, WHICH POINT IS SOUTH 514 FEET FROM SAID NORTHEAST CORNER; THENCE SOUTH 80 FEET, MORE OR LESS TO THE POINT OF BEGINNING; EXCEPT THE EAST 42 FEET THEREOF LYING WITHIN DES MOINES WAY SOUTH;

ALSO

BEGINNING AT A POINT 594 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SUBDIVISION; THENCE WEST 30 FEET TO THE WEST LINE OF DES MOINES WAY SOUTH AND THE TRUE POINT OF BEGINNING; THENCE WEST 495.62 FEET; THENCE SOUTH 181.5 FEET; THENCE EAST 495.63 FEET, MORE OR LESS TO THE WEST LINE OF DES MOINES WAY SOUTH; THENCE NORTH 181.5 FEET TO THE POINT OF BEGINNING; EXCEPT THE SOUTH 171.5 FEET THEREOF; AND EXCEPT THE EAST 12 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD BY DEED RECORDED UNDER RECEIVING NO. 8703110456.

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON; THENCE SOUTH 357 FEET TO THE TRUE POINT OF BEGINNING; THENCE WEST 476.25 FEET; THENCE SOUTH 169 FEET; THENCE EASTERLY TO A POINT WHICH IS 157 FEET SOUTH OF THE TRUE POINT OF BEGINNING; THENCE NORTH 157 FEET TO THE TRUE POINT OF BEGINNING; EXCEPT COUNTY ROADS.

THE NORTH 297 FEET OF THE WEST 230.25 FEET OF THE EAST 420.25 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON; EXCEPT THE NORTH 30 FEET CONVEYED TO KING COUNTY FOR PUBLIC ROAD BY DEED RECORDED UNDER AUDITOR'S FILE NO. 1201120; AND EXCEPT THE EAST 190 FEET THEREOF.

BEGINNING TO A POINT 594 FEET SOUTH AND 30 FEET WEST OF THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, WHICH SAID POINT IS LOCATED ON THE WEST MARGIN OF THE COUNTY ROAD AS NOW ESTABLISHED; THENCE WEST 495.62 FEET; THENCE SOUTH 181.5 FEET; THENCE EAST 495.63 FEET, MORE OR LESS, TO THE WEST MARGIN OF SAID COUNTY ROAD; THENCE NORTH 181.5 FEET TO THE POINT OF BEGINNING;

EXCEPT THE NORTH 10 FEET THEREOF. AND EXCEPT:

BEGINNING AT THE CENTER OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, AT INTERSECTION OF CENTER LINES OF SOUTH 152ND STREET AND 8TH AVENUE SOUTH; THENCE SOUTH $1^{\circ}03'56''$ WEST 604 FEET ALONG THE CENTERLINE OF 8TH AVENUE SOUTH; THENCE NORTH $89^{\circ}01'46''$ WEST 496 FEET PARALLEL TO THE CENTERLINE OF SOUTH 152ND STREET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH $1^{\circ}03'56''$ WEST 171.5 FEET; THENCE NORTH $89^{\circ}01'46''$ WEST 29.65 FEET; THENCE NORTH $1^{\circ}03'56''$ EAST 171.5 FEET; THENCE SOUTH $89^{\circ}01'46''$ EAST 29.62 FEET TO THE TRUE POINT OF BEGINNING;

AND EXCEPT THE EAST 12 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD BY DEED RECORDED UNDER RECEIVING NO. 8703110455.

8711020883

SCHEDULE 'B'

Refer attached to and forming part of Deed of Trust dated October 19, 1987 by and among MUELLER DEVELOPMENT COMPANY, a Washington corporation, as Grantor; DWYTRAJ CO. P., as Trustee; and SEATTLE-FIRST NATIONAL BANK, a national banking association, as Beneficiary.

1. New paragraphs shall be added to the Master Form Deed of Trust as follows:

66. By the acceptance of this Deed of Trust, the Beneficiary agrees for itself, successors and assigns, that it will, upon request of the Grantor, if no default exists under this Deed of Trust, join with the Grantor in requesting the Trustee to partially reconvey Parcels II and/or III provided the following conditions are met:

(a) Full compliance with paragraph (B) of the Addendum to Construction Loan Application/Commitment dated September 24, 1987 between Beneficiary and Grantor.

(b) The Grantor shall deliver to the Beneficiary evidence that the partial reconveyance of this Deed of Trust will not have any adverse effect upon the remaining security with respect to the title insurance held by the Beneficiary.

67. Grantor further covenants and agrees with Beneficiary that in the event of a default in the payment of that Note secured by the Deed of Trust dated March 3, 1987, recorded March 13, 1987, under King County Auditor's File No. 8703131170; or that Note secured by the Deed(s) of Trust dated June 18, 1987, recorded June 26, 1987, under King County Auditor's File No. 8706260143 or any default in observing the covenants and agreements contained in said Deed of Trust, or in the event of any default under the Note secured hereby and/or this Deed of Trust on the subject property, the holder of said indebtedness(es) shall have, in addition to such holder's rights of declaring the maturity of the indebtedness as to which default will have been made, the option of likewise declaring the maturity of the other indebtedness if owner thereof, even though such other loan(s) be not then in default.

8711020883

Nov 24 4 27 PM '87
BY THE DEPARTMENT OF
RECORDS & COMMUNICATIONS
KING COUNTY

RECEIVED THIS DAY

BILL OF SALE OF WATER MAIN
(CORPORATE)

MS 2.14

8709170797

THE UNDERSIGNED SELLER, in consideration of the Agreement attached hereto, warrants against defects in labor or materials appearing within one year from the date hereof, and sell and conveys to KING COUNTY WATER DISTRICT NO. 20 the water mains and appurtenances constructed within the following described areas:

(attached)

87/09/17 40797 1A
RECD F 8.00
CRSHSL *****8.00
11

DATED THIS 24 day of August 1987.

RECEIVED THIS DAY

11 43 AM '87
BY THE DIVISION OF
RECORDS & COMMUNITY
COUNTY OF KING
STATE OF WASHINGTON

Corporation: MUELLER DEVELOPMENT CO.

By: Henry J. Mueller

Attest: _____

SS



On this day personally appeared to me, HEURY J. MUELLER
and _____

known to me to be the President and Secretary respectively of _____
MUELLER DEVELOPMENT CO., the corporation that executed the within
and foregoing instrument and acknowledged the same to be the free act of
the corporation for the purposes therein stated and on oath stated that
such representatives are authorized to execute the said instrument.

Witness my hand and seal this 24 day of August 1987.

Paul Ramos
Notary Public in and for the State of
Washington, residing at KENT.

DODDS ENGINEERS, INC.
BELLEVUE, WA 98007

Lora Lake Apartments
DEI Project No. 86081
August 12, 1987

Waterline Easement

A strip of land 10.00 feet in width over a portion of the southwest quarter of the northeast quarter of Section 20, Township 23 North, Range 4 East, W.M., in King County, Washington, said strip of land having 5.00 feet on each side of the following described centerline:

Commencing at the north quarter corner of said Section 20; thence S01°03'56"W, along the north-south center of section line of said Section 20, a distance of 1854.65 feet; thence S89°00'00"E 30.00 feet to the east margin of 8th Avenue South and the TRUE POINT OF BEGINNING; thence continuing S89°00'00"E 95.02 feet to a point hereinafter referred to as Point A; thence S00°49'51"W 46.03 feet to a point hereinafter referred to as Point B; thence S89°10'00"E 41.50 feet to a point hereinafter referred to as Point C; thence continuing S89°10'00"E 36.50 feet; thence S70°48'56"E 64.52 feet; thence S83°50'00"E 5.00 feet to a point hereinafter referred to as Point D; thence continuing S83°50'00"E 72.12 feet; thence S43°30'00"E 26.44 feet to a point hereinafter referred to as Point E; thence continuing S43°30'00"E 2.86 feet to a point hereinafter referred to as Point F; thence continuing S43°30'00"E 15.70 feet; thence S01°20'00"W 66.00 feet; thence S43°35'00"E 67.04 feet to a point hereinafter referred to as Point G; thence continuing S43°35'00"E 5.46 feet; thence S89°10'00"E 7.91 feet to a point hereinafter referred to as Point H; thence continuing S89°10'00"E 61.09 feet to a point hereinafter referred to as Point I; thence continuing S89°10'00"E 5.00 feet to a point hereinafter referred to as Point J; thence continuing S89°10'00"E 30.00 feet; thence N31°25'00"E 7.25 feet to a point hereinafter referred to as Point K; thence continuing N31°25'00"E 99.71 feet; thence N01°15'00"E 23.34 feet to a point hereinafter referred to as Point L; thence continuing N01°15'00"E 24.24 feet to a point hereinafter referred to as Point M; thence continuing N01°15'00"E 128.13 feet to a point hereinafter referred to as Point N; thence N88°45'00"W 24.00 feet; thence N65°55'00"W 35.00 feet to a point hereinafter referred to as Point O; thence N24°09'18"W 36.26 feet to a point hereinafter referred to as Point P; thence N20°06'28"W 66.27 feet to a point hereinafter referred to as Point Q; thence continuing N20°06'28"W 36.03 feet; thence S88°10'00"W 43.50 feet; thence S79°42'58"W 79.81 feet to a point hereinafter referred to as Point R; thence S76°44'06"W 71.16 feet to a point hereinafter referred to as Point S; thence continuing S76°44'06"W 6.08 feet; thence S87°20'00"W 59.00 feet to a point hereinafter referred to as Point T; thence continuing S87°20'00"W 32.00 feet; thence S00°10'00"W 61.00 feet; thence N89°50'00"W 62.50 feet to a point hereinafter referred to as Point U, said point bearing N00°49'51"E from aforesaid

-continued-

86081MAT

8709170797

DODDS ENGINEERS, INC.
BELLEVUE, WA 98007

Lora Lake
Waterline Easement
Page 2 of 3
August 12, 1987

8709170797

Point A; thence S00°49'51"W 83.21 feet to aforesaid Point A;
And beginning at aforesaid Point B; thence S24°53'00"W 28.00 feet;
And beginning at aforesaid Point C; thence N01°31'32"E 15.00 feet;
And beginning at aforesaid Point D; thence N02°30'00"W 14.00 feet;
And beginning at aforesaid Point E; thence S46°30'00"W 20.00 feet;
And beginning at aforesaid Point F; thence N37°38'00"E 37.00 feet;
And beginning at aforesaid Point G; thence S46°25'00"W 28.00 feet;
And beginning at aforesaid Point H; thence N00°50'00"E 15.00 feet;
And beginning at aforesaid Point I; thence S00°50'00"W 47.00 feet;
thence S30°37'00"E 44.00 feet;
And beginning at aforesaid Point J; thence S00°50'00"W 45.00 feet;
And beginning at aforesaid Point K; thence N58°35'00"W 20.00 feet;
And beginning at aforesaid Point L; thence S87°23'00"E 46.00 feet;
And beginning at aforesaid Point M; thence S88°45'00"E 44.85 feet;
thence S01°15'00"W 27.00 feet;
And beginning at aforesaid Point O; thence S18°06'32"W 34.00 feet;
And beginning at aforesaid Point P; thence S68°06'00"W 24.00 feet;
And beginning at aforesaid Point Q; thence N69°54'00"E 25.00 feet;
And beginning at aforesaid Point R; thence N13°08'00"W 14.00 feet;
And beginning at aforesaid Point S; thence S13°16'00"E 27.50 feet;
And beginning at aforesaid Point T; thence S03°32'00"E 29.00 feet;
And beginning at aforesaid Point U; thence R46°12'00"W 18.50 feet;

-continued-

86081WAT

DODDS ENGINEERS, INC.
BELLEVUE, WA 98007

Lora Lake
Waterline Easement
Page 2 of 3
August 12, 1987

And beginning at aforesaid Point N; thence S88°45'00"E 40.19 feet to a point hereinafter referred to as Point V; thence continuing S88°45'00"E 63.42 feet to the westerly margin of South 149th Place, said point being hereinafter referred to as Point W;

And beginning at aforesaid Point V; thence N05°45'00"E 26.00 feet;

And commencing at aforesaid Point W; thence N01°28'22"E, along the westerly margin of said South 149th Place 22.22 feet; thence S88°31'38"E along the northerly margin of said South 149th Place 16.44 feet to the TRUE POINT OF BEGINNING; thence N01°35'36"E 43.48 feet to a point hereinafter referred to as Point X; thence N17°47'50"W 5.09 feet; thence N81°14'00"W 28.00 feet;

And beginning at aforesaid Point X; thence N30°09'00"E 52.50 feet to the terminus of the herein described centerline.

8709170797

8709170797



86081MAT

EASEMENT FOR WATER UTILITIES
(CORPORATE)

THIS AGREEMENT made this 17 day of August,
1987 by and between WATER DISTRICT NO. 20, KING COUNTY, WASHINGTON, a
municipal corporation of King County, Washington, hereinafter termed
"Grantee" and Muelke Development Co., a private corporation
of _____, hereinafter termed "Grantors."

5709170796

WITNESSETH:

87/09/17 40796 1R
RECD F 5.00
CASHSL *****9.00
11

That the said Grantor for valuable consideration does by these presents grant
unto the Grantee a perpetual right-of-way or easement for water mains with the
necessary appurtenances through, over and across the following described prop-
erty situated in King County, Washington.

(Attached)

Grantor further grants to Grantee:

- a. The right to grade the strip of land for the full width thereof and to extend the cuts and fills for such grading into and on the land along and outside of the strip to such extent as Grantee may find reasonably necessary;
- b. The right to enter upon the said property at time as may be necessary for the purpose of constructing, repairing, altering, or reconstructing said water main, or making any connections therewith, without incurring any legal obligation or liability therefore at times as may be necessary; provided that such constructing, repairing, altering, or reconstructing of said water main shall be accomplished in such a manner that the private improvements existing in this right-of-way shall not be disturbed or destroyed, or in the event they are disturbed or destroyed, they will be replaced in as good condition as they were immediately before the property was entered upon by the Grantee;

RECEIVED THIS DAY
SEP 17 11 42 AM
BY THE DEPUTY CLERK
KING COUNTY

EXCISE TAX NOT REQUIRED
King Co. Finance Division
By [Signature] Deputy

DODDS ENGINEERS, INC.
BELLEVUE, WA 98007

Lora Lake Apartments
DEI Project No. 86081
August 12, 1987

Waterline Easement

A strip of land 10.00 feet in width over a portion of the southwest quarter of the northeast quarter of Section 20, Township 23 North, Range 4 East, W.M., in King County, Washington, said strip of land having 5.00 feet on each side of the following described centerline:

Commencing at the north quarter corner of said Section 20; thence S01°03'56"W, along the north-south center of section line of said Section 20, a distance of 1854.65 feet; thence S89°00'00"E 30.00 feet to the east margin of 8th Avenue South and the TRUE POINT OF BEGINNING; thence continuing S89°00'00"E 95.02 feet to a point hereinafter referred to as Point A; thence S00°49'51"W 46.03 feet to a point hereinafter referred to as Point B; thence S89°10'00"E 41.50 feet to a point hereinafter referred to as Point C; thence continuing S89°10'00"E 36.50 feet; thence S70°48'56"E 64.52 feet; thence S83°50'00"E 5.00 feet to a point hereinafter referred to as Point D; thence continuing S83°50'00"E 72.12 feet; thence S43°30'00"E 26.44 feet to a point hereinafter referred to as Point E; thence continuing S43°30'00"E 2.86 feet to a point hereinafter referred to as Point F; thence continuing S43°35'00"E 15.70 feet; thence S01°20'00"W 66.00 feet; thence S43°35'00"E 67.04 feet to a point hereinafter referred to as Point G; thence continuing S43°35'00"E 5.46 feet; thence S89°10'00"E 7.91 feet to a point hereinafter referred to as Point H; thence continuing S89°10'00"E 61.09 feet to a point hereinafter referred to as Point I; thence continuing S89°10'00"E 5.00 feet to a point hereinafter referred to as Point J; thence continuing S89°10'00"E 30.00 feet; thence N31°25'00"E 7.25 feet to a point hereinafter referred to as Point K; thence continuing N31°25'00"E 99.71 feet; thence N01°15'00"E 23.34 feet to a point hereinafter referred to as Point L; thence continuing N01°15'00"E 24.24 feet to a point hereinafter referred to as Point M; thence continuing N01°15'00"E 128.13 feet to a point hereinafter referred to as Point N; thence N88°45'00"W 24.00 feet; thence N65°55'00"W 35.00 feet to a point hereinafter referred to as Point O; thence N24°09'18"W 36.26 feet to a point hereinafter referred to as Point P; thence N20°06'28"W 66.27 feet to a point hereinafter referred to as Point Q; thence continuing N20°06'28"W 36.03 feet; thence S88°10'00"W 43.50 feet; thence S79°42'58"W 79.81 feet to a point hereinafter referred to as Point R; thence S76°44'06"W 71.16 feet to a point hereinafter referred to as Point S; thence continuing S76°44'06"W 6.08 feet; thence S87°20'00"W 59.00 feet to a point hereinafter referred to as Point T; thence continuing S87°20'00"W 32.00 feet; thence S00°10'00"W 61.00 feet; thence S89°50'00"W 62.50 feet to a point hereinafter referred to as Point U, said point bearing N90°49'51"E from aforesaid

-continued-

EXCISE TAX NOT REQUIRED
King Co. Records Division
Deputy

86081NAT

8709170796

DODDS ENGINEERS, INC.
BELLEVUE, WA 98007

Lora Lake
Waterline Easement
Page 2 of 3
August 12, 1987

8709170796

Point A; thence $800^{\circ}49'51''W$ 83.21 feet to aforesaid Point A;
And beginning at aforesaid Point B; thence $824^{\circ}53'00''W$ 28.00 feet;
And beginning at aforesaid Point C; thence $N01^{\circ}31'32''E$ 15.00 feet;
And beginning at aforesaid Point D; thence $N02^{\circ}30'00''W$ 14.00 feet;
And beginning at aforesaid Point E; thence $S46^{\circ}30'00''W$ 20.00 feet;
And beginning at aforesaid Point F; thence $N37^{\circ}38'00''E$ 37.00 feet;
And beginning at aforesaid Point G; thence $S46^{\circ}25'00''W$ 28.00 feet;
And beginning at aforesaid Point H; thence $N00^{\circ}50'00''E$ 15.00 feet;
And beginning at aforesaid Point I; thence $S00^{\circ}50'00''W$ 47.00 feet;
thence $S30^{\circ}37'00''E$ 44.00 feet;
And beginning at aforesaid Point J; thence $S00^{\circ}50'00''W$ 45.00 feet;
And beginning at aforesaid Point K; thence $N58^{\circ}35'00''W$ 20.00 feet;
And beginning at aforesaid Point L; thence $S87^{\circ}23'00''E$ 48.00 feet;
And beginning at aforesaid Point M; thence $S88^{\circ}45'00''E$ 44.85 feet;
thence $S01^{\circ}15'00''W$ 27.00 feet;
And beginning at aforesaid Point O; thence $S18^{\circ}06'32''W$ 34.00 feet;
And beginning at aforesaid Point P; thence $S68^{\circ}06'00''W$ 24.00 feet;
And beginning at aforesaid Point Q; thence $N69^{\circ}54'00''E$ 25.00 feet;
And beginning at aforesaid Point R; thence $N13^{\circ}08'00''W$ 14.00 feet;
And beginning at aforesaid Point S; thence $S13^{\circ}16'00''E$ 27.50 feet;
And beginning at aforesaid Point T; thence $S03^{\circ}32'00''E$ 29.00 feet;
And beginning at aforesaid Point U; thence $N46^{\circ}12'00''W$ 18.50 feet;

-continued-

66811111

DODDS ENGINEERS, INC.
BELLEVUE, WA 98007

Lora Lake
Waterline Easement
Page 2 of 3
August 12, 1987

8709170796
And beginning at aforesaid Point N; thence S88°45'00"E 40.19 feet to a point hereinafter referred to as Point V; thence continuing S88°45'00"E 63.42 feet to the westerly margin of South 149th Place, said point being hereinafter referred to as Point W;

And beginning at aforesaid Point V; thence N05°45'00"E 26.00 feet;

And commencing at aforesaid Point W; thence N01°28'22"E, along the westerly margin of said South 149th Place 22.22 feet; thence S88°31'38"E along the northerly margin of said South 149th Place 16.44 feet to the TRUE POINT OF BEGINNING; thence N01°35'36"E 43.48 feet to a point hereinafter referred to as Point X; thence N17°47'50"W 5.09 feet; thence N81°14'00"W 28.00 feet;

And beginning at aforesaid Point X; thence N30°09'00"E 52.50 feet to the terminus of the herein described centerline.



84081MAT

CL. COMPTELLER
NO. 7727

EASEMENT (Underground and Surface Rights)
P.M. #230420-1-013(B)

07-08 21 41142 B
RECD F 6.00
TASHSL 1987 11.1986.00

THIS INDENTURE, made this 17 day of August, 1987, between MUELLER DEVELOPMENT COMPANY, a Washington Corporation, insofar as it has rights or title or any hereafter acquired rights or title, hereinafter called the Grantor; and the CITY OF SEATTLE, a municipal corporation, hereinafter called the Grantee; WITNESSETH:

8708211142

That the Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, hereby conveys and grants to the Grantee, its successors and assigns, the right, privilege and authority to install, construct, erect, alter, repair, energize, operate and maintain electric underground distribution facilities at depths not exceeding 21 feet, which consist of vaults, manholes, handholes, ducts, conduits, cables, wires and other necessary or convenient appurtenances; ALSO the right, privilege and authority to the Grantee, its successors and assigns, to install, construct, erect, alter, repair, energize, operate and maintain at the ground level, electric transformer units and electric junction cabinets and/or containers, together with such appurtenances necessary to make said underground and surface installations an integrated electric system. All such electric system is to be located upon, under and across the following described lands and premises situated in the County of King, State of Washington, to wit:

The southerly half of that portion of the South 149th Place Frontage Road in the southwest quarter of the northeast quarter of Section 20, Township 23 North, Range 4 East, W.M., as conveyed to the State of Washington by Warranty Deed recorded under Auditor's File No. 6514093, records of King County, Washington, lying westerly and northwesterly of a line which is 50.00 feet northwesterly of, when measured at right angles to, the centerline of Des Moines Way South as shown on those certain maps and plans for SR 518, SSH 1-K to Jct. PSH 1 Freeway on file with the Washington State Department of Highways.

LEGAL DESCRIPTION
BY [Signature]
8/21/87
CNR

Together with the right at all times to the Grantee, its successors and assigns, of ingress to and egress from said lands across adjacent lands of the Grantor for the purpose of installing, constructing, altering, repairing, energizing, operating and maintaining said electric system, and the right at any time to remove all or any part of said electric system from said lands.

Also the right to the Grantee, its successors and assigns, at all times to cut and trim brush, trees or other plants standing or growing upon said lands which, in the opinion of the Grantee, interfere with the maintenance or operation of the system, or constitute a menace or danger to said electric system.

The Grantor, its successors and assigns, hereby covenant and agree that no structure or fire hazards will be erected or permitted within the above described easement area without prior written approval from the Grantee, its successors or assigns; that no digging will be done or permitted within the easement area which will in any manner disturb the facilities or their solidity or unearth any portion thereof; and that no blasting or discharge of any explosives will be permitted within fifty (50) feet of said lines and appurtenances.

It is understood and agreed that the City of Seattle, City Light Department, may grant other utilities the right and privilege to occupy and use jointly said distribution system and/or easement.

The City of Seattle and other utilities are to be responsible, as provided by law, for any damage to the Grantor through their negligence in the construction, maintenance and operation of said electric and/or other utility systems across, upon and under the property of said Grantor.

5/A17.0

APPROVED AS TO FORM ONLY
GUGLIAS M. JEWETT
CITY ATTORNEY

[Signature]
ASSISTANT
Date 8-21-87

The rights, title, privileges and authority hereby granted shall continue and be in force until such time as the Grantee, its successors, assigns and other utilities shall permanently remove all said electric and other utility systems from said lands or shall permanently abandon said systems, at which time all such rights, title, privileges and authority shall terminate.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

MUELLER DEVELOPMENT COMPANY

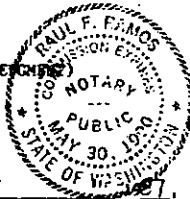
8708211142

By: [Signature]
Title:

By: [Signature]
Title:

(FOR CORPORATE ACKNOWLEDGMENT)

STATE OF WASHINGTON)
COUNTY OF King) ss.



On this 17 day of August, 1987, before me personally appeared HENRY J. MUELLER, to me known to be the President, and [Signature], to me known to be the Secretary, of MUELLER DEVELOPMENT COMPANY, the corporation that executed the within and foregoing instrument, and each acknowledged that said instrument was the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and each on oath stated that they were authorized to execute said instrument.

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

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

FILED FOR RECORD
● REQUEST OF
CITY OF SEATTLE
CITY LIGHT DEPARTMENT
PROPERTY MANAGEMENT SER
1016-3rd AVENUE
SEATTLE, WA 98104

RECEIVED
MAY 21 2 41 PM '87
BY THE CLERK OF
RECORDS
MUNICIPALITY

CL. CONTROLLED
NO. 1776

EASEMENT (Underground and Surface rights)
P.M. #230420-1-013

THIS INDENTURE, made this 31 day of JULY 1987
between MUELLER DEVELOPMENT COMPANY, a Washington Corporation, hereinafter
called the Grantor; SEATTLE-FIRST NATIONAL BANK, a national banking
association, hereinafter called the Beneficiary; and the CITY OF SEATTLE, a
municipal corporation, hereinafter called the Grantee; WITNESSETH:

That the Grantor, for and in consideration of the sum of One Dollar
(\$1.00) and other valuable considerations, receipt of which is hereby
acknowledged, hereby conveys and grants to the Grantee, its successors and
assigns, the right, privilege and authority to install, construct, erect,
alter, repair, energize, operate and maintain electric underground
distribution facilities at depths not exceeding 21 feet, which consist of
vaults, manholes, handholes, ducts, conduits, cables, wires and other
necessary or convenient appurtenances; ALSO the right, privilege and
authority to the Grantee, its successors and assigns, to install,
construct, erect, alter, repair, energize, operate and maintain at the
ground level, electric transformer units and electric junction cabinets
and/or containers, together with such appurtenances necessary to make said
underground and surface installations an integrated electric system. All
such electric system is to be located upon, under and across the following
described lands and premises situated in the County of King, State of
Washington, to wit:

8708030936

A strip of land 10.00 feet in width over a portion of
the northeast quarter of Section 20, Township 23^{North},
Range 4 East, W.M., in King County, Washington, said
strip of land being the 5.00 feet on each side of and
adjoining the following described centerline:

#0936 B
7.00
7.00

COMMENCING at the north quarter corner of said Section
20;
thence South 01°03'56" West, along the north-south
center line of said section, a distance of 1838.50
feet;
thence South 89°01'24" East 30.00 feet to the east
margin of 8th Avenue South and the TRUE POINT OF
BEGINNING of the herein described centerline;
thence continuing South 89°01'24" East 76.88 feet;
thence South 89°00'51" East 322.37 feet;
thence North 84°56'06" East 88.22 feet;
thence South 80°50'50" East 104.24 feet;
thence South 89°31'38" East 65.38 feet, more or less, to
the westerly margin of South 149th Place and the
terminus of the herein described centerline.

LEGAL DESCRIPTION
BY [Signature]
CHK

Together with the right at all times to the Grantee, its successors
and assigns, of ingress to and egress from said lands across adjacent lands
of the Grantor for the purpose of installing, constructing, altering,
repairing, energizing, operating and maintaining said electric system, and
the right at any time to remove all or any part of said electric system
from said lands.

Also the right to the Grantee, its successors and assigns, at all
times to cut and trim brush, trees or other plants standing or growing upon
said lands which, in the opinion of the Grantee, interfere with the
maintenance or operation of the system, or constitute a menace or danger to
said electric system.

The Grantor, its successors and assigns, hereby covenant and agree
that no structure or fire hazards will be erected or permitted within the
above described easement area without prior written approval from the
Grantee, its successors or assigns; that no digging will be done or
permitted within the easement area which will in any manner disturb the
facilities or their solidity or unearth any portion thereof; and that no
blasting or discharge of any explosives will be permitted within fifty (50)
feet of said lines and appurtenances.

2/A20.9 EXCISE TAX NOT REQUIRED
King Co. Records Division

PLS N JEWETT
ATTORNEY
[Signature]
ASSISTANT
7-31-87

(FOR CORPORATE ACKNOWLEDGMENT)

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

On this 31st day of July 1987, before me personally appeared Richard D. Beaudry, to me known to be the President, and Walter D. Beaudry to me known to be the Secretary, of SEATTLE-FIRST NATIONAL BANK, the corporation that executed the within and foregoing instrument, and each acknowledged that said instrument was the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and each on oath stated that they were authorized to execute said instrument.

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

Richard D. Beaudry
Notary Public in and for the State of Washington,
residing at Redmond



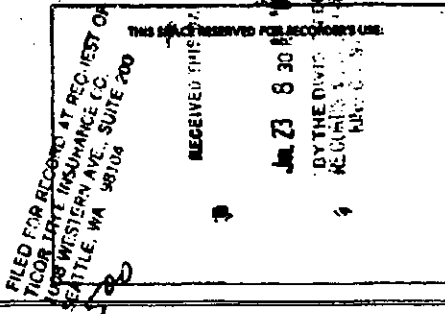
8708030936

FILED FOR RECORD
● REQUEST OF
CITY OF SEATTLE
CITY LIGHT DEPARTMENT
PROPERTY MANAGEMENT SECTION
1015 3 - 1015
SEATTLE, WA 98104

Return To:

After recording return to:
Seattle-First National Bank
c/o Seafirst Real Estate Group
P.O. Box C-34103 (D. Whitmore - CSC-14)
Seattle, Washington 98124-1103

Loan No. T-601433
Title No. A-363214



8707230104

A 363214 U-10

ASSIGNMENT OF DEED OF TRUST

For Value Received, SEAFIRST MORTGAGE CORPORATION, a Washington corporation, as Beneficiary, hereby grants, conveys, assigns and transfers to SEATTLE-FIRST NATIONAL BANK, a national banking association,

whose address is P.O. Box C-34103, Seattle, Washington 98124-1103

all beneficial interest under that certain Deed of Trust, dated March 3, 19 87,

executed by MUELLER DEVELOPMENT COMPANY, a Washington corporation as to Parcels 1 & 2 and CHAMBERS CREEK II, A Washington Corporation, as to Parcel 3 Grantor, to Seattle-First National Bank, a national banking association

Trustee, and recorded on March 13, 19 87,

in Volume ----- of Mortgages, at page -----, under Auditor's File No. 8703131170

Records of King County, Washington, together with note or notes therein described or referred to, the money due and to become due thereon, with interest, and all rights accrued or to accrue under said Deed of Trust.

Dated June 1, 19 87.

SEAFIRST MORTGAGE CORPORATION

By: June Wright
Authorized Signatory

STATE OF WASHINGTON }
COUNTY OF KING }

vs.

On this 30th day of June, 1987, before me personally appeared

June Wright, to me known to be the Authorized Signatory of the

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

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Wanda L. Hall
Notary Public in & for the State of
Washington, residing at Porto

FORM 228 2-78



FILED FOR RECORD AT REQUEST OF
COMMONWEALTH LAND TITLE
 425 PINE ST.
 SUITE 600
 SEATTLE, WA 98101

THIS SPACE PROVIDED FOR RECORDER'S USE

RECEIVED BY THE PUBLIC RECORDS OFFICE
 JUL 27 6 31 PM '87

8707220146

WHEN RECORDED RETURN TO
 Name: Mue. Lev. Dev. Co.
 Address: 19540 Pacific Highway S.
 City, State, Zip: Seattle, WA 98188

871348

Full Reconveyance

The undersigned as trustee under that certain Deed of Trust, dated September 10th, 19 86,
 in which MUELLER DEVELOPMENT COMPANY, a Washington corporation is grantor
 and SEATTLE FIRST NATIONAL BANK, Relationship Banking is beneficiary,
 recorded on September 11, 19 86, as Auditor's File No. 86D9111391, in Volume
 of Mortgages, at page _____, records of King County, Washington,
 having received from the beneficiary under said Deed of Trust a written request to reconvey, reciting that the
 obligations secured by the Deed of Trust has been fully satisfied, does hereby reconvey, without warranty, to the
 person(s) entitled thereto all of the right, title and interest now held by said trustee in and to the property described
 in said Deed of Trust, situated in King County, Washington, as follows:

** AS FULLY SET FORTH IN SAID DEED OF TRUST **

Dated July 20, 19 87

COMMONWEALTH LAND TITLE INSURANCE COMPANY
 (Trustee)
 By C. F. Hodgson
 (Name - Title)
 By C. F. HODGSON - Vice President
 (Name - Title)

STATE OF WASHINGTON)
 County of _____) ss.
 I, _____
 Notary Public in and for the State of Washington, residing at _____
 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____.

STATE OF WASHINGTON)
 County of King) ss.
 On this 20th day of July, 19 87, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____
C. F. Hodgson
 to me known to be the _____ Vice President of COMMONWEALTH LAND TITLE INSURANCE COMPANY, 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 _____ is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.
 Witness my hand and official seal hereon affixed the day and year first above written.
C. F. Hodgson
 Notary Public in and for the State of Washington, residing at Bothell.
 My commission expires: 3-9-91.

Form No. 3100

EASEMENT

Job 87-7-7828
R/W Reference 87-18-054

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of Mutual Benefits, the undersigned, hereinafter referred to as Grantor(s), hereby grants a perpetual easement to Pacific Northwest Bell Telephone Company, a Washington Corporation, its successors and assigns, hereinafter referred to as Grantee, with the right, privilege and authority to place, construct, maintain, inspect, reconstruct, repair, replace, remove and keep obstacles clear from Grantee's facilities consisting of Underground Communication Lines and Above Ground Cabinets

and other appurtenances as the Grantee may from time to time require over, across, upon and under the hereinafter described property situated in King County, State of Washington and is described as follows:

That portion of the Southwest Quarter of the Northeast Quarter of Section 20, Township 23 North, Range 4 East, W.M., in King County, Washington, as described as follows:

Beginning at the intersection of the Westerly margin of Des Moines Way South with the Northerly margin of the South 440 feet of said Southwest Quarter of the Northeast Quarter;

Thence Northeasterly along said Westerly margin of Des Moines Way and along the margin thereof as established by deed recorded under file number 6514093;

Thence continuing along South, West and North margins of South 149th Place as established by said deed recorded under file no. 4093 and continuing Northeasterly along the margin as established by said deed to an Apex at the Southerly margin of Primary State Highway (SR 518);

Thence Westerly along the Southerly margin of said Primary State Highway (SR 518) to an intersection with the East margin of Eighth Avenue South as conveyed to King County by deed recorded under file number 3211805;

Thence Southerly along the said East margin of Eighth Avenue South to the North line of the Southwest Quarter of said Southwest Quarter of the Northeast Quarter; Thence Easterly along said North line to the East line of the West Quarter; said Southwest Quarter of the Northeast Quarter;

Thence Southerly along said East Line to the North line of South 521.5 feet of said ^(OVER)

Grantee shall at all times have the right of full and free ingress to and egress from said property described above, with the understanding that Grantee shall be responsible for all damage caused to Grantor arising from Grantee's exercise of the rights and privileges herein granted, including maintenance, repair, replacement, removal and clearing of obstacles, plus costs and attorney's fees for the enforcement thereof.

Grantor reserves the right to use the easement for any purposes as long as not inconsistent with nor an interference with the rights granted Grantee herein. At such time as the telephone equipment and communication lines are no longer in use, this Easement shall cease and come to an end by operation of law.

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

In witness whereof the undersigned has executed this instrument this 16th day of June, 1987.

Accepted by A. L. [Signature] Right-of-Way Manager
8707170973

Witness:
FORM APPROVED
EX-711187
By [Signature]
Legal Director
Pacific Northwest Bell

By: MUELLER DEVELOPMENT COMPANY
By: [Signature]
Henry J. Mueller, President
87-07-17 #6973 D
RECD F 6.00
CASHSL

(Individual Acknowledgement)
State of _____ } ss
County of _____ }
On this day personally appeared before me _____
known to me to be the individual _____ who executed the foregoing instrument, and acknowledged that signed the same as _____ free and voluntary act and deed, for the uses and purposes herein mentioned.
Given under my hand and official seal this _____ day of _____ 19____
Notary Public in and for the State of _____
residing at _____
My commission expires _____

(Corporate Acknowledgement)
State of WASHINGTON } ss
County of King }
On this day personally appeared before me HENRY J. Mueller
who did say he/she is the President
of the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that was/ever authorized to execute said instrument on behalf of the corporation.
Given under my hand and official seal this 16 day of June, 1987.
[Signature]
Notary Public in and for the State of WA
residing at [Address]
My commission expires 12/1/88

PAX INC.
[Signature]

EASEMENT
(Short Form)

TO
Pacific Northwest Bell Telephone Company

RETURN TO GRANTEE AT
PACIFIC NORTHWEST BELL TELEPHONE CO.
REGUL. OF. YR. Department
1600 Seventh Avenue, Room 1703
Seattle, Washington 98191

8707170973

(Cont.)

Southwest Quarter of the Northeast Quarter;
Thence Easterly along said North line a distance of 5.99 feet to the East
line of the West 330 feet of said Southwest Quarter of the Northeast Quarter;
Thence Southerly along the said East line of the West 330 feet of said
Southwest Quarter of the Northeast Quarter to an intersection with the North
line of the South 440 feet of said subdivision;
Thence Easterly along said North line to the point of beginning.

Said easement being the North Five Ft. (5') of the ~~West~~ Five Ft. (5') of the
(more.)
above described property.

RECEIVED

JUN 17 3 13 PM '87
BY THE CLERK OF
RECORDS & DEPT. OF
KING COUNTY

RECEIVED THIS DAY

JUN 17 3 14 PM '87
BY THE CLERK OF
RECORDS & DEPT. OF
KING COUNTY

SHORT FORM
 DEED OF TRUST

8706260143
 A 370519 11-7

THIS DEED OF TRUST is made this 18th day of June 19 87
 BETWEEN MUELLER DEVELOPMENT COMPANY, a Washington corporation, as to Parcel I; MUELLER DEVELOPMENT COMPANY, a Washington corporation, and CHAMBERS CREEK II, a as Grantor,
 whose address is 19540 Pacific Highway South, #201, Seattle, Washington 98188
 and DNT&J CORP. as Trustee,
 whose address is 2600 Century Square, 1501 4th Avenue, Seattle, Washington 98101-1608
 and SEATTLE-FIRST NATIONAL BANK, a national banking association as Beneficiary,
 whose address is c/o Real Estate Group, P. O. Box C-34103, Seattle, Washington 98124-1103

Grantor hereby irrevocably grants, bargains, sells and conveys to Trustee in trust, with power of sale, all Grantor's estate, right, title, interest, claim and demand, now owned or hereafter acquired, in and to the following described property in King and Pierce Counties, County Washington, (the "Property" which term shall include all or any part of the Property, any improvements thereon and all the property described in Section 1 of the Master Form Deed of Trust hereinafter referred to):

See Schedule "A" attached hereto and by this reference made a part hereof for legal description.

See Schedule "B" attached hereto and by this reference made a part hereof for additional terms and conditions.

*Washington corporation, as to Parcel II; MUELLER DEVELOPMENT COMPANY, a Washington corporation, as to Parcel III; AND CHAMBERS CREEK II, INC., a Washington corporation, and MUELLER DEVELOPMENT COMPANY, a Washington corporation, as to Parcel IV

(Parcel I) 641 South 152nd Street and 15241 Des Moines Way South, Burien, Washington 15001 Nos Moines Way South, Burien, Washington (Parcel II) Bridgeport Way W. & Chambers Lane W., Tacoma, Washington (Parcel III)

which has the address of Bridgeport Way West & Chambers Creek Road West, Tacoma, Washington (Parcel
 (Street) (City) (State and Zip Code) (IV)

TOGETHER WITH all the tenements, hereditaments and appurtenances, now or hereafter thereunto belonging or in anywise appertaining, use and other agreements for use and occupancy pertaining thereto, and the rents, issues and profits thereof and all other property or rights of any kind or nature whatsoever further set forth in the Master Form Deed of Trust hereinafter referred to, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits

This Deed of Trust shall constitute a security agreement under the Uniform Commercial Code of Washington between Grantor as debtor and Beneficiary as secured party. Grantor grants a security interest to Beneficiary in any of the Property which is personal property and also grants a security interest in the property described in Section 2 of the Master Form Deed of Trust hereinafter referred to now owned or hereafter acquired by Grantor (the Property, as defined above, and the property described in said Section 2 are hereafter collectively referred to as the "Collateral").

THIS DEED IS FOR THE PURPOSE OF SECURING the following:

(a) Payment of the sum of FOUR MILLION ONE HUNDRED SIXTY EIGHT THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (if 4,968,700.00) with interest thereon according to the terms of a promissory note of even date herewith, payable to Beneficiary or order and made by Grantor (the "Note" which term shall include all notes evidencing the indebtedness secured by this Deed of Trust including all renewals, modifications or extensions thereof);

(b) Payment of any further sums advanced or loaned by Beneficiary to Grantor, or any of its successors or assigns, if (1) the Note or other writing evidencing the future advance or loan specifically states that it is secured by this Deed of Trust or (2) the advance, including costs and expenses incurred by Beneficiary, is made pursuant to this Deed of Trust or any other documents executed by Grantor evidencing, securing, or relating to the Note and/or the Collateral, whether executed prior to, contemporaneously with, or subsequent to this Deed of Trust (this Deed of Trust, the Note and such other documents, including any construction or other loan agreement, are hereafter collectively referred to as the "Loan Documents") together with interest thereon at the rate set forth in the Note unless otherwise specified in the Loan Documents or agreed to in writing;

(c) Performance of each agreement, term and condition set forth or incorporated by reference in the Loan Documents, including without limitation the loan agreement or commitment dated May 18, 1987 and assignment of leases and/or rents of even date herewith, which are incorporated herein by reference, or contained herein.

By executing and delivering this Deed of Trust and the Note secured hereby, the parties agree that all provisions of Paragraphs 1 through 34 inclusive of the Master Form Deed of Trust hereinafter referred to, except such paragraphs as are specifically excluded or modified hereby, hereby incorporated herein by reference and made an integral part hereof for all purposes the same as if set forth herein at length. Grantor hereby makes said covenants and agrees to fully perform all of said provision. The Master Form Deed of Trust above referred to was recorded on the thirteenth (13th) day of August, 1985, in the Official Records of the offices of the County Auditors of the following counties in Washington in the book, and at the page designated after the name of each county, to-wit:

COUNTY	BOOK OR VOL.	PAGE NO.	AUDITOR'S FILE NO.	COUNTY	BOOK OR VOL.	PAGE NO.	AUDITOR'S FILE NO.
Adams	12	17-21	10540	Levin	114	804-810	88788
Asotin			10753	Linn	42	888-818	22275
Benton	465	294	89-1188	Mason	Final 345	Pages 883-896	66888
Chelan	867	638-842	85-020206	Chittenden	Final 88	1813-1821	12888
Clallam	714	288-482	87081	Pacific	883	788-895	88787
Clark		823-877	85-11099	Franklin	64	883-885	88788
Columbia	Drawer 20	Page 109-213	8274	Grant	276	1873-1877	8888888

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COUNTY	BOOK OR VOL.	PAGE NO.	AUDITOR'S FILE NO.	COUNTY	BOOK OR VOL.	PAGE NO.	AUDITOR'S FILE NO.
Cowlitz	990	106-1310	85030016	San Juan	139	54-352	85136398
Douglas	M180	106-110	232719	Skiagit	615	172-475	8518700002
Ferry	MF	OR Page	199913	Skamania	52	524-828	99847
Franklin			625660	Stechowich	1919	177-1289	8504300334
Garfield			85181	Spokane	772	673-677	65-180090
Grant	523	719-323	774217	Stevens	149	1587-16...	14979
Greys Harbor		16630-16634	850402089	Thurston	1326	358-462	8503300022
Island	537	2715-2719	85009589	Wahkiakum	064	0270-0274	37564
Jefferson	207	437-441	296872	Walla Walla	152	643-697	85040289
King			850300929	Whitman	351	11-5-1315	1515747
Knap	Reel 351	FR 1640-1664	850630073	Yakima	1167	1209-1213	508970
Kittitas	233	108-112	490251				2742890
Klickitat	135	934-938	199118				

A copy of such Master Form Deed of Trust is hereby furnished to the person executing this Deed of Trust and by executing this Deed of Trust the Grantor acknowledges receipt of such Master Form Deed of Trust.

By executing and delivering this Deed of Trust and the Note secured hereby, the parties further agree that all provisions of Paragraphs 2 and 34

of the Supplemental Master Form Deed of Trust hereinafter referred to, except such paragraphs as are specifically modified herein, are hereby incorporated herein by reference and made an integral part hereof for all purposes the same as if set forth herein at length, and the Grantor hereby makes said covenants and agrees to fully perform all of said provisions. The Supplemental Master Form Deed of Trust above referred to was recorded on the thirtieth (30th) day of August, 1985, in the Official Records of the offices of the County Auditors of the following counties in Washington in the book, and at the page designated after the name of each county, to-wit:

COUNTY	BOOK OR VOL.	PAGE NO.	AUDITOR'S FILE NO.	COUNTY	BOOK OR VOL.	PAGE NO.	AUDITOR'S FILE NO.
Adams	120	22-25	206341	Lewis	314	611-614	537510
Baker			167052	Lincoln	42	811-814	372377
Benton	468	295	85-11999	Mason	Reel 345	545-589	444295
Boone	847	843-846	850300027	Okanogan	Reel 39	1522-1525	722281
Chelan	714	403-406	770963	Pacific	3508	794-797	70748
Clerk		(8258-8261)	85-08000100	Pend Oreille	54	356-899	187596
Columbia	Drewes 2D	Forme 514-517	14279	Pierce	278	1978-1981	8508300286
Coville	990	1011-1014	850830015-A	San Juan	199	313-355	85136397
Douglas	M180	102-105	232719	Skiagit	615	475-480	8504300003
Ferry	MF	OR Page	199912	Skamania	61	829-832	99348
Franklin			440461	Stechowich	1919	1275-1278	8504300204
Garfield			15282	Spokane	770	678-681	8503300041
Grant	523	324-327	76217	Stevens	099	1092-1095	340070
Greys Harbor		16635-16638	850930070	Thurston	1356	443-466	8508300023
Island	537	2711-2714	85299598	Wahkiakum	064	0273-0278	36665
Jefferson	207	442-445	296871	Walla Walla	152	654-701	8506040
King			8508300920	Whitman	351	1326-1329	1515393
Knap	Reel 351	FR 1636-1638	850630072	Yakima	1167	1214-1217	508971
Kittitas	233	113-116	490252				
Klickitat	135	939-942	199119				

A copy of such Supplemental Master Form Deed of Trust is hereby furnished to the person executing this Deed of Trust and by executing this Deed of Trust the Grantor acknowledges receipt of such Supplemental Master Form Deed of Trust.

The Property which is the subject of this Deed of Trust is not used principally or primarily for agriculture or farming purposes.

The undersigned Grantor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at the address hereinbefore set forth.

Paragraph 47(a) of the Master Form Deed of Trust is hereby deleted.

WITNESS the hand(s) and seal(s) of the Grantor(s) on the day and year first above written.

MUELLER DEVELOPMENT COMPANY, a
Washington corporation.
By: Henry J. Mueller
Henry J. Mueller, President

CHAMBERS CREEK II, a Washington
corporation
By: Henry J. Mueller
Title: President

CHAMBERS CREEK II, INC., a
Washington corporation
By: Henry J. Mueller
Title: President

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STATE OF WASHINGTON }
County of KING } ss.

I certify that I know or have satisfactory evidence that HENRY J. MUELLER signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of MUELLER DEVELOPMENT COMPANY, a Washington corporation, to be the free and voluntary act of such corporation, for the uses and purposes mentioned in the instrument.

DATED: 6/19/87

[Signature]
NOTARY PUBLIC in and for the State of
Washington, residing at [Signature]
My appointment expires: 9/1/89

STATE OF WASHINGTON }
County of KING } ss.

I certify that I know or have satisfactory evidence that Henry J. Mueller signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of CHAMBERS CREEK II, a Washington corporation, to be the free and voluntary act of such corporation, for the uses and purposes mentioned in the instrument.

DATED: 6/19/87

[Signature]
NOTARY PUBLIC in and for the State of
Washington, residing at [Signature]
My appointment expires: 9/1/89

STATE OF WASHINGTON }
County of KING } ss.

I certify that I know or have satisfactory evidence that Henry J. Mueller signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of CHAMBERS CREEK II, INC., a Washington corporation, to be the free and voluntary act of such corporation, for the uses and purposes mentioned in the instrument.

DATED: 6/19/87

[Signature]
NOTARY PUBLIC in and for the State of
Washington, residing at [Signature]
My appointment expires: 9/1/89

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SCHEDULE "A"

Rider attached to and forming part of Deed of Trust dated June 18, 1987 by and among MUELLER DEVELOPMENT COMPANY, a Washington corporation, as to Parcel I; MUELLER DEVELOPMENT COMPANY, a Washington corporation and CHAMBERS CREEK II, a Washington corporation, as to Parcel II; MUELLER DEVELOPMENT COMPANY, a Washington corporation, as to Parcel III; AND CHAMBERS CREEK II, INC., a Washington corporation, and MUELLER DEVELOPMENT COMPANY, a Washington corporation, as to Parcel IV, as Grantor; DWTR&J CORP. as Trustee; and SEATTLE-FIRST NATIONAL BANK, a national banking association, as Beneficiary.

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Legal Description:

PARCEL I

Parcel 1:

Those portions of the Northeast quarter of the Southwest quarter of Section 20, Township 23 North, Range 4 East, W.M., in King County, Washington, described as follows:

Beginning at a point 594 feet South of the Northeast corner of said subdivision; thence West 476 feet; thence North 68 feet; thence East 476 feet, more or less to a point on the North and South centerline of said Section 20, which point is South 514 feet from said Northeast corner; thence South 80 feet, more or less to the point of beginning; EXCEPT the East 42 feet thereof lying within Des Moines Way South;

Also

Beginning at a point 594 feet South of the Northeast corner of said subdivision; thence West 30 feet to the West line of Des Moines Way South and the true point of beginning; thence West 495.62 feet; thence South 181.5 feet; thence East 495.63 feet, more or less to the West line of Des Moines Way South; thence North 181.5 feet to the point of beginning; EXCEPT the South 171.5 feet thereof; and EXCEPT the East 12 feet thereof conveyed to King County for road by deed recorded under Receiving No. 8703110456.

Parcel 2:

Beginning at the Northeast corner of the Southwest quarter of Section 20, Township 23 North, Range 4 East, W.M., in King County, Washington; thence South 357 feet to the true point of beginning; thence West 476.25 feet; thence South 169 feet; thence Easterly to a point which is 157 feet South of the true point of beginning; thence North 157 feet to the true point of beginning; EXCEPT county roads.

Parcel 3:

The North 297 feet of the East 420.25 feet of the Northeast quarter of the Southwest quarter of Section 20, Township 23 North, Range 4 East, W.M., in King County, Washington; Except the North 30 feet conveyed to King County for public road by deed recorded under Auditor's File No. 1201120; and EXCEPT the East 190 feet thereof.

Parcel 4:

Beginning to a point 594 feet South and 30 feet West of the Northeast corner of the Northeast quarter of the Southwest quarter of Section 20, Township 23 North, Range 4 East, W.M., in King County, Washington, which said point is located on the West margin of the county road as now established; thence West 495.62 feet; thence South 181.5 feet; thence East 495.63 feet, more or less, to the West margin of said county road; thence North 181.5 feet to the point of beginning;

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EXCEPT the North 10 feet thereof. And EXCEPT:

Beginning at the center of Section 20, Township 23 North, Range 4 East, W.M., in King County, Washington, at intersection of center lines of South 152nd Street and 8th Avenue South; thence South 1°03'56" West 504 feet along the centerline of 8th Avenue South; thence North 89°01'46" West 496 feet parallel to the centerline of South 152nd Street to the true point of beginning; thence South 1°03'56" West 171.5 feet; thence North 89°01'46" West 29.65 feet; thence North 1°03'56" East 171.5 feet; thence South 89°01'46" East 29.62 feet to the true point of beginning;

AND EXCEPT the East 12 feet thereof conveyed to King County for road by deed recorded under Receiving No. 8703110455.

PARCEL II

That portion of the Southwest quarter of the Northeast quarter of Section 20, Township 23 North, Range 4 East, W.M., in King County, Washington, described as follows:

Beginning at the intersection of the Westerly margin of Des Moines Way South with the Northerly margin of the South 440 feet of said Southwest quarter of the Northeast quarter; thence Northeasterly along said Westerly margin of Des Moines Way and along the margin thereof as established by Deed recorded under File Number 6514093; thence continuing along the South, West and North margins of South 149th Place as established by said Deed recorded under File No. 6514093 and continuing Northeasterly along the margin as established by said Deed to an apex at the Southerly margin of Primary State Highway (SR 518); thence Westerly along the Southerly margin of said Primary State Highway (SR 518) to an intersection with the East margin of Eighth Avenue South as conveyed to King County by Deed recorded under file number 3211805; thence Southerly along the said East margin of Eighth Avenue South to the North line of the Southwest quarter of said Southwest quarter of the Northeast quarter; thence Easterly along said North line to the East line of the West quarter of said Southwest quarter of the Northeast quarter; thence Southerly along said East line to the North line of the South 521.5 feet of said Southwest quarter of the Northeast quarter; thence Easterly along said North line a distance of 5.99 feet to the East line of the West 330 feet of said Southwest quarter of the Northeast quarter; thence Southerly along the said East line of the West 330 feet of said Southwest quarter of the Northeast quarter to an intersection with the North line of the South 440 feet of said subdivision; thence Easterly along said North line to the point of beginning.

PARCEL III

PARCEL A:

The Southwest quarter of the Northwest quarter of the Southeast quarter of Section 22, Township 20 North, Range 2 East of the W.M., in Pierce County, Washington and that portion of the Southwest quarter of the Southeast quarter in Section 22, Township 20 North, Range 2 East of the W.M., in Pierce County, Washington, lying North and West of Lemons Beach-Steilacoom County Road.

EXCEPT that portion of said premises described as follows: Beginning at the intersection of the West line of said Southwest quarter of the Southeast quarter with the North line of the Lemons Beach-Steilacoom Road; thence North along the West line of said subdivision, 264 feet; thence East parallel with the North line of said subdivision, 110 feet; thence South parallel with the West line thereof to the North line of said Lemons Beach-Steilacoom Road; thence West along said road to the point of beginning.

CEPT Lemons Beach-Steilacoom County Road, in Pierce County, Washington.

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PARCEL B:

That portion of the Southeast quarter of the Northwest quarter of the Southeast quarter of Section 22, Township 20 North, Range 2 East of the W.M. lying westerly of the westerly right-of-way lines of Bridgeport Way West and Lemons Beach-Steilacoom County Road. Situate in Pierce County, Washington.

PARCEL C:

An easement for ingress & egress to and from the North half of the Southwest quarter of the Northwest quarter of the Southeast quarter of Section 22, Township 20 North, Range 2 East of the Willamette Meridian for pedestrian and vehicular traffic and installation of utilities over and across the following described properties:

PARCEL C-1:

A strip of land 20 feet in width being 10 feet on both sides of the following described centerline: Commencing at the Northeast corner of the North half of the Southwest quarter of the Northwest quarter of the Southeast quarter of Section 22, Township 20 North, Range 2 East of the Willamette Meridian; thence on the east line of the North half of the Southwest quarter of the Northwest quarter of the Southeast quarter of said Section 22 extended Northerly North 00°37'40" East 10 feet to the point of beginning of this centerline description; thence North 89°46'03" East 50 feet to a curve to the left with a radius of 30 feet and a tangent of 33.21 feet; thence North 36°03'32" West 103 feet to a curve to the right with a radius of 30 feet and a tangent of 21.38 feet; thence North 64°53'01" East to Bridgeport Way, being the terminus point of this centerline description.

PARCEL C-2:

Beginning at the center of the Northwest quarter of the Southeast quarter of Section 22, Township 20 North, Range 2 East of the Willamette Meridian, thence West 46.669 feet; thence Northeasterly at an angle of 45 degrees to a point 46.669 feet due North to the beginning point; thence South 46.669 feet to the place of beginning.

PARCEL IV

PARCEL A:

That part of the following described property lying westerly and southerly of the County Road known as Bridgeport Way, as the same existing on May 6, 1947, ... follows:

Commencing at the northwest corner of the southwest quarter of the southeast quarter of Section 22, Township 20 North, Range 2 East of the W.M.; thence north 89°15' east 860 feet along the north line of said subdivision to the true point of beginning; thence south 0°14' west 1020.8 feet to the northerly line of Steilacoom-Meadow Park County Road; thence south 72°37' east 400 feet; thence on a curve to the left radius of 686.3 feet central angle of 27°0' a distance of 75 feet more or less, to the east line of said subdivision; thence north 0°14' east 1170 feet, more or less, to the northeast corner of said subdivision; thence south 89°15' west 461.65 feet along the north line of said subdivision to the true point of beginning, in Pierce County, Washington.

EXCEPT therefrom that portion lying within Lemons Beach Steilacoom County Road.

PARCEL B:

All, that part of the southeast quarter of the southeast quarter of Section 22, Township 20 North, Range 2 east of the W.M., described as follows:

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Commencing at the intersection of the southwesterly line of the County Road known as Bridgeport Way, as the same existed on May 6, 1947, with the west line of said southeast quarter of the southeast quarter of Section 22, Township 20 North, Range 2 East of the W.M.; thence south along said west line of southwest quarter of the southeast quarter 285 feet, more or less, to the northerly line of a County Road; thence easterly along said northerly line of County Road, 355 feet, more or less, to its intersection with the southwesterly line of said Bridgeport Way; thence northwesterly along said southwesterly line of Bridgeport Way to the place of beginning, in Pierce County, Washington.

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SCHEDULE "B"

Rider attached to and forming part of Deed of Trust dated June 18, 1987 by and among MUELLER DEVELOPMENT COMPANY, a Washington corporation, as to Parcel I; MUELLER DEVELOPMENT COMPANY, a Washington corporation and CHAMBERS CREEK II, a Washington corporation, as to Parcel II; MUELLER DEVELOPMENT COMPANY, a Washington corporation, as to Parcel III; AND CHAMBERS CREEK II, INC., a Washington corporation, and MUELLER DEVELOPMENT COMPANY, a Washington corporation, as to Parcel IV, as Grantor; DWTR&J CORP. as Trustee; and SEATTLE-FIRST NATIONAL BANK a national banking association, as Beneficiary.

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1. New paragraphs shall be added to the Master Form Deed of Trust as follows:

55. Hazardous Waste

(a) Grantor represents and warrants to Beneficiary that to the best of Grantor's knowledge after due and diligent inquiry, no hazardous or toxic waste or substances are being stored on the Property or any adjacent property nor have any such waste or substances been stored or used on the Property or any adjacent property prior to Grantor's ownership, possession or control of the Property. Grantor agrees to provide written notice to Beneficiary immediately upon Grantor becoming aware that the Property or any adjacent property is being or has been contaminated with hazardous or toxic waste or substances. Grantor will not cause nor permit any activities on the Property which directly or indirectly could result in the Property or any other property becoming contaminated with hazardous or toxic waste or substances. For purposes of this Deed of Trust, the term "hazardous or toxic waste or substances" means any substance or material defined or designated as hazardous or toxic wastes, hazardous or toxic material, a hazardous, toxic or radioactive substance or other similar term by any applicable federal, state or local statute, regulation or ordinance now or hereafter in effect.

(b) Grantor will indemnify and hold Beneficiary harmless from and against any and all claims, demands, damages, costs, expenses, losses, liens, liabilities, penalties, fines and lawsuit and other proceedings, (including attorneys' fees), arising directly or indirectly from or out of, or in any way connected with (i) the inaccuracy of the certifications contained herein or in any other document executed by Grantor in connection with the loan evidenced by the Note, (ii) any activities on the Property during Grantor's ownership, possession or control of the Property which directly or indirectly result in the Property or any other property becoming contaminated with hazardous or toxic waste or substances, (iii) the discovery of hazardous or toxic waste or substances on the Property or other property, or (iv) the clean-up of hazardous or toxic waste or substances from the Property or any other property. Grantor acknowledges that it will be solely responsible for all costs and expenses relating to the clean-up of hazardous or toxic waste or substances from the Property or from any other properties which become contaminated with hazardous or toxic waste or substances as a result of the contamination of or activities on the Property.

56. By the acceptance of this Deed of Trust, the Beneficiary agrees for itself, successors and assigns, that it will, upon request of the Grantor, if no default exists under this Deed of Trust, join with the Grantor in requesting the Trustee to partially reconvey Parcels II, III and/or IV providing the following conditions are met:

(a) Full compliance with paragraph 21 of the Addendum to Construction Loan Application/Commitment dated May 18, 1987 between Beneficiary and Grantor.

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(b) The Grantor shall deliver to the Beneficiary evidence that the partial reconveyance of this Deed of Trust will not have any adverse effect upon the remaining security with respect to the title insurance held by the Beneficiary.

57. Grantor further covenants and agrees with Beneficiary that in the event of a default in the payment of that note secured by the Deed of Trust dated March 3, 1987, recorded March 13, 1987, under King County Auditor's File No. 8703131170 and recorded August 18, 1987 under Pierce County Auditor's File No. 8703180320; or that Note secured by the Deed of Trust dated November 27, 1985 recorded December 12, 1985 under Pierce County Auditor's File No. 8512120261 and additionally secured by that Assignment of Rents recorded under Pierce County Auditor's File No. 8512120262; or that Note secured by the Deed of Trust dated April 28, 1986, recorded May 14, 1986, under Pierce County Auditor's File No. 8605140285 and additionally secured by that Assignment of Rents recorded under Pierce County Auditor's File No. 8605140286 or any default in observing the covenants and agreements contained in said deed of trust, or in the event of any default under the Note secured hereby and/or this Deed of Trust on the subject property, the holder of the indebtedness shall have, in addition to such holder's rights of declaring the maturity of the indebtedness as to which default will have been made, the option of likewise declaring the maturity of the other indebtedness if owner thereof, even though such other loans be not then in default.

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NOTE AND DEED OF TRUST MODIFICATION AND SPREADING AGREEMENT

8706250063

THIS AGREEMENT made and entered into by and between MUELLER DEVELOPMENT COMPANY, a Washington corporation, and CHAMBERS CREEK II, Washington corporation, (hereinafter referred to as "Grantor"), HENRY J. MUELLER (hereinafter referred to as "Guarantor"), and SEAFIRST MORTGAGE CORPORATION, a Washington corporation, (hereinafter referred to as "Beneficiary"):

RECORDED FOR TITLE INSURANCE CO. 1000 WESTERN AVE., SUITE 200 SEATTLE, WA 98104

WITNESSETH:

WHEREAS, Grantor heretofore executed and delivered a certain Deed of Trust between Grantor, Seattle-First National Bank, a national banking association, as Trustee, and Beneficiary, dated March 3, 1987 (hereinafter referred to as "said Deed of Trust"), and recorded under King County Recorder No. 8703131170, King County, Washington, on the 13th day of March, 1987, and a duplicate of said Deed of Trust was recorded under Pierce County Recorder's No. 8703180320, Pierce County, Washington on the 18th day of March, 1987, on certain real estate in said last named county and state, said Deed of Trust being made to secure one Note, executed by Grantor and guaranteed by Guarantor, (hereinafter referred to as "said Note"), for the original principal sum of EIGHT MILLION ONE HUNDRED SIXTY SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$8,167,500.00) with interest, and also such further sums as may be advanced or loaned by Beneficiary;

AND WHEREAS, Grantor represents that they are now the sole owners of the aforesaid real estate and Beneficiary represents that it is the legal owner and holder of said indebtedness and the Note and Deed of Trust and Assignment of Leases, evidencing and securing the same, and said parties mutually desire the modification as hereinafter provided;

NOW, THEREFORE, in consideration of the premises, the promises and agreements between the said parties hereinafter contained, and the mutual benefits accruing to the undersigned parties hereunder, it is hereby agreed between them as follows:

1. That the lien of said Deed of Trust is hereby spread so as to cover the following described premises in King County, Washington:

See Schedule "A" attached hereto and by this reference made a part hereof for legal description.

And to that end Grantor hereby irrevocably grants, bargains, sells and conveys to said Trustee in trust, with power of sale, for the benefit of Beneficiary, and modifies the legal description in said Deed of Trust and Assignment of Leases and Cash Collateral to include the above described property, which property is not used principally or primarily for agricultural or farming purposes, together with all tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof, for the purpose of securing performance of each agreement, payment and undertaking secured by said Deed of Trust as herein modified. It is the intention of the parties hereto that said Deed of Trust and Assignment of Leases and this Agreement shall be construed as a single instrument, and the powers and duties of said Trustee shall be the same as if the property conveyed herein had originally been included in said Deed of Trust.

2. Grantor and Guarantor further covenants and agrees with Beneficiary that in the event of a default in the payment of that Note secured by the Deed of Trust dated November 27, 1985 recorded December 12, 1985 under Pierce County Auditor's File No. 8512120261 and additionally secured by that Assignment of Rents recorded under Pierce County Auditor's File No. 8512120262; or that Note secured by the Deed of Trust dated April 20, 1986, recorded May 14, 1986, under Pierce County Auditor's File No. 8605140285 and additionally secured by that Assignment of Rents recorded under Pierce County

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Auditor's File No. 8605140286; or that Note secured by the Deed of Trust dated June 18, 1987 intended to be recorded concurrently herewith in King County and Pierce County, or any default in observing the covenants and agreements contained in said deeds of trust and assignment of rents, or in the event of any default under the Note and/or Deed of Trust on the subject property, the holder of the indebtedness shall have, in addition to such holder's rights of declaring the maturity of the indebtedness as to which default will have been made, the option of likewise declaring the maturity of the other indebtednesses if owner thereof, even though such other loans be not then in default. All of the above-referenced Notes shall hereinafter be referred to as "Cross Defaulted Notes".

3. That if, at the time of repayment in full of any of the Cross Defaulted Notes (as described in paragraph 2 herein), no default exists in any of those Cross Defaulted Notes or the Subject Note, Beneficiary agrees for itself, its successors and assigns that it will, upon request of Grantor, join with Grantor in requesting the Trustee to reconvey a portion of the premises secured by the Deed of Trust, specifically that prime security property that pertains to that specific repaid Note.

Grantor shall deliver to Beneficiary evidence that the partial reconveyance of this Deed of Trust will not have any adverse effect upon the remaining security with respect to the title insurance held by Beneficiary.

4. That, except insofar as herein expressly changed, all terms, covenants and provisions of said Note and Deed of Trust and the obligation evidenced and secured thereby shall remain in full force and effect and are hereby expressly ratified and confirmed by the parties hereto.

SIGNED, SEALED AND DELIVERED this 19th day of June, 1987.

GRANTOR:

MUELLER DEVELOPMENT COMPANY,
a Washington corporation

By: Henry J. Mueller
Henry J. Mueller, President

BENEFICIARY:

SEAFIRST MORTGAGE CORPORATION,
a Washington corporation

By: Robert J. K...
Title: Authorizing Representative

CHAMBERS CREEK II, a
Washington corporation

By: Henry J. Mueller
Henry J. Mueller, President

GUARANTOR:

Henry J. Mueller
HENRY J. MUELLER

RECORDED
JUN 25 8 57 AM '87
BY THE CLERK OF
RECORDS & DEEDS
KING COUNTY

3706250063

STATE OF WASHINGTON }
County of KING } ss.

I certify that I know or have satisfactory evidence that HENRY J. MUELLER signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of MUELLER DEVELOPMENT COMPANY, a Washington corporation, to be the free and voluntary act of such corporation, for the uses and purposes mentioned in the instrument.

DATED: 6/19/87

[Signature]
NOTARY PUBLIC in and for the State of
Washington, residing at [Address]
My appointment expires: 9/1/89

STATE OF WASHINGTON }
County of King } ss.

I certify that I know or have satisfactory evidence that HENRY J. MUELLER signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of CHAMBERS CREEK II, a Washington corporation, to be the free and voluntary act of such corporation, for the uses and purposes mentioned in the instrument.

DATED: 6/19/87

[Signature]
NOTARY PUBLIC in and for the State of
Washington, residing at [Address]
My appointment expires: 9/1/89

STATE OF WASHINGTON)
County of KING) ss.

I certify that I know or have satisfactory evidence that HENRY J. MUELLER signed this instrument and acknowledged it to be his free and voluntary act, for the uses and purposes mentioned in the instrument.

DATED: 6/19/87

[Signature]
NOTARY PUBLIC in and for the State of
Washington, residing at Seattle
My appointment expires: 9/1/89

8706250063

STATE OF WASHINGTON)
County of King) ss.

I certify that I know or have satisfactory evidence that Richard D. Bonesteele signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Vice President of SEAFIRST MORTGAGE CORPORATION, a Washington corporation, to be the free and voluntary act of such corporation, for the uses and purposes mentioned in the instrument.

DATED: 6/22/87

Dorrie Whitmore
NOTARY PUBLIC in and for the State of
Washington, residing at Seattle
My appointment expires: 6/18/89

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SCHEDULE "A"

Legal Description:

Parcel 1:

Those portions of the Northeast quarter of the Southwest quarter of Section 20, Township 23 North, Range 4 East, W.M., in King County, Washington, described as follows:

Beginning at a point 594 feet South of the Northeast corner of said subdivision; thence West 476 feet; thence North 68 feet; thence East 476 feet, more or less to a point on the North and South centerline of said Section 20, which point is South 514 feet from said Northeast corner; thence South 80 feet, more or less to the point of beginning; EXCEPT the East 42 feet thereof lying within Des Moines Way South;

Also

Beginning at a point 594 feet South of the Northeast corner of said subdivision; thence West 30 feet to the West line of Des Moines Way South and the true point of beginning; thence West 495.62 feet; thence South 181.5 feet; thence East 495.63 feet, more or less to the West line of Des Moines Way South; thence North 181.5 feet to the point of beginning; EXCEPT the South 171.5 feet thereof; and EXCEPT the East 12 feet thereof conveyed to King County for road by deed recorded under Receiving No. 8703110456.

Parcel 2:

Beginning at the Northeast corner of the Southwest quarter of Section 20, Township 23 North, Range 4 East, W.M., in King County, Washington; thence South 357 feet to the true point of beginning; thence West 476.25 feet; thence South 169 feet; thence Easterly to a point which is 157 feet South of the true point of beginning; thence North 157 feet to the true point of beginning; EXCEPT county roads.

Parcel 3:

The North 297 feet of the East 420.25 feet of the Northeast quarter of the Southwest quarter of Section 20, Township 23 North, Range 4 East, W.M., in King County, Washington; Except the North 30 feet conveyed to King County for public road by deed recorded under Auditor's File No. 1201120; and EXCEPT the East 190 feet thereof.

Parcel 4:

Beginning to a point 594 feet South and 30 feet west of the Northeast corner of the Northeast quarter of the Southwest quarter of Section 20, Township 23 North, Range 4 East, W.M., in King County, Washington, which said point is located on the West margin of the county road as now established; thence West 495.62 feet; thence South 181.5 feet; thence East 495.63 feet, more or less, to the West margin of said county road; thence North 181.5 feet to the point of beginning;

EXCEPT the North 10 feet thereof. And EXCEPT:

Beginning at the center of Section 20, Township 23 North, Range 4 East, W.M., in King County, Washington, at intersection of center lines of South 152nd Street and 8th Avenue South; thence South 1°03'56" West 604 feet along the centerline of 8th Avenue South; thence North 89°01'46" West 496 feet parallel to the centerline of South 152nd Street to the true point of beginning; thence South 1°03'56" West 171.5 feet; thence North 89°01'46" West 29.65 feet; thence North 1°03'56" East 171.5 feet; thence South 89°01'46" East 29.62 feet to the true point of beginning;

AND EXCEPT the East 12 feet thereof conveyed to King County for road by deed recorded under Receiving No. 8703110455.

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AFTER RECORDING RETURN TO:
SATELLITE SCANNERS, INC.
 Suite 102
 22017 Pacific Highway S.
 Seattle, WA 98188 824-8900

COMMERCIAL EASEMENT
and
RIGHT OF ENTRY
AGREEMENT

RECEIVED THIS DAY
 JUN 16 3 34 PM '87

This agreement (the "Agreement") is entered into as of April 17, 1987, by and between Satellite Scanners, Inc. ("SSI") and _____ (the "OWNER");

1. In consideration of the sum of \$100, the mutual promises contained herein and other valuable considerations, it is agreed that SSI has the sole, exclusive and irrevocable right to install, own, operate and maintain a broadband communication signals distribution system, including, but not limited to, video, audio, data and teletext (the "System") in, on or through the _____ unit(s), consisting of 234 units ("Units"), commonly known as _____ (name): LAURA LAKE APARTMENTS (street): 15001 Des Moines Way S. (city): Burien (county): King (state): Washington legally described in Exhibit 'A' and attached hereto (the "Property"). Such exclusivity also pertains to any similar communications or distribution system service now extant or hereafter developed.

2. Subject to the provisions of Section _____ of this Agreement, SSI will bear all expenses involved with the installation and maintenance of the System and related equipment. The above work to be completed in a professional, workmanlike manner, with special consideration toward maintaining the aesthetic appearance of the Property. SSI shall carry and maintain liability insurance toward injury, accident and property damage that may be caused to person(s), the Property or its contents as a result of the installation of the System. OWNER shall be responsible for SSI facilities that are cut through, dug up, damaged or destroyed by OWNER or OWNER's agent(s). Such agent(s) shall include, but are not limited to, landscapers, roofers, painters and maintenance personnel.

3. The System, with all materials and electronic equipment, installed and maintained by SSI, including but not limited to that described in Exhibit 'B' and attached hereto, regardless of how attached or installed, shall at all times be and remain the sole property of SSI, its successors and/or assigns. Upon termination of this agreement, SSI shall have the right, without further demand or notice, to enter upon the Property and to dismantle and remove any and all equipment located on the Property and restore any affected portion of the Property to its original approximate and equivalent original condition, normal wear and tear excepted, or at its option, shall transfer the ownership in same to the OWNER for the current market or replacement value.

4. Type of Account (OWNER to check one and initial):
 INDIVIDUAL RATE ACCOUNT: _____ (INITIAL)
 Residents/occupants/tenants (the "Viewers") of the Property shall be given the option to subscribe to signal distribution service. Viewers electing to subscribe will be charged and billed individually for connection to the System and monthly service fees, at standard rates as established solely by SSI from time to time.

BASIC (ONLY) BULK RATE ACCOUNT: RLN (INITIAL)
 Basic service ("BASIC") shall consist of all reasonably available local broadcast channels, one information channel, plus additional channels of programming to provide a minimum of 12 channels in total. OWNER shall be responsible for and shall pay a monthly rate charge of \$ 5.00, plus applicable sales/use taxes, for the greater of each Viewer receiving BASIC or ninety percent (90 %) of the Units (211 units) during the term of this Agreement.

PREMIUM BULK RATE ACCOUNT: _____ (INITIAL)
 Premium Service ("PREMIUM") shall consist of BASIC plus _____ channel(s) of programming from any of the following: HBO, The Movie Channel, Showtime, The Disney Channel, or equivalent. OWNER shall be responsible for and shall pay a monthly rate charge of \$ _____, plus applicable sales/use taxes, for the greater of each Viewer receiving PREMIUM or _____ percent (____ %) of the Units (____ units) during the term of this Agreement.

Monthly bulk rates may be revised by SSI every twelve (12) months, but only after a thirty (30) day written notice of intent by SSI to OWNER, and any such rate increase shall not exceed the aggregate CPI-U for the prior period plus any increases in BASIC or PREMIUM programming costs to SSI. Under either of the above bulk rate type accounts, additional channels of programming may be made available to Viewers by SSI as per the Individual Rate Account, above. Upon the fifth (5th) and any subsequent anniversary of the date hereof, either party may, upon thirty (30) days written notice to the other, convert this agreement from a bulk rate type account to an individual rate type account, with all other conditions remaining in full effect.

5. OWNER shall provide, without charge to SSI, and SSI shall have the right, easement for and license to the use of, suitable and adequate climate controlled space and electricity and right of access to all areas of the Property for installation, maintenance, sales, marketing and disconnection of and for the System, and further will permit SSI to affix a key box to the Property for access should SSI so require.

6. It is the intent of the parties and they agree that this Agreement shall remain in full force and effect for fifteen (15) years from the date hereof and will be automatically renewed for five (5) year periods thereafter, unless a written notice of termination is served by either party on the other party no later than six (6) months prior to the expiration of any such term. The benefits, obligations and grant of rights in this Agreement shall be deemed to be an easement and covenant running with the land and the Property, and shall inure to and be binding upon the successors, assigns, heirs, agents and personal representatives of the parties.

ALL PROVISIONS ON THE REVERSE SIDE HEREOF ARE INCORPORATED AS THOUGH APPEARING ABOVE

SSI:
 SATELLITE SCANNERS, INC.
 Suite 102
 22017 Pacific Highway South
 Seattle, Washington 98188
 By: [Signature]
 KIM A. LORD (signature)
 (type or print)
 Its: PRESIDENT
 (title)

OWNER:
MUELLER DEVELOPMENT CO.
19540 PACIFIC HWY. SO. #201
SEATTLE, WA 98188
 By: [Signature]
 Robert A. Nelson (signature)
 (type or print)
 Its: Vice President
 (title)

8706161302

W60H6-2 STEWART TITLE

87-061616 #1302 E
 RECD F 7.00
 CAMEL 1987.00

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7. This Agreement is contingent upon approval by SSI of whether installation and/or operation of the System is technically and economically feasible. Should SSI, in its sole judgement, and within six (6) months from the date hereof, determine that such installation and/or operation is not feasible for any reason, this Agreement may be immediately terminated, either in part or in whole, (with respect to all or some of the Units which are or are to be wired). Anything to the contrary contained herein notwithstanding, SSI may terminate this Agreement without notice if it is unable to operate the System due to any governmental law, rule, or regulation or other reason beyond its control. Should either party fail to meet the obligations and terms set forth in this Agreement, and fail to correct such default within a reasonable period of time after written notice thereof, this Agreement may be terminated by the other party and the terminating party shall not thereby waive any of its rights at law or equity with respect to a breach thereof.
8. The technology and equipment used for operation of the System will be in accordance with accepted industry standards as determined by SSI. SSI shall incorporate within the System the capability of distributing such television programming as OWNER and SSI may agree from time to time. The technical quality of the programming provided by SSI shall be reasonable in relation to the state-of-the-art transmission and receiving of satellite-transmitted programming existing from time to time. SSI, in its sole discretion, shall determine from time to time which television programming shall be BASIC and which shall be PREMIUM.
9. SSI will provide OWNER with programming guides and/or marketing materials that SSI, in its sole discretion, deems appropriate. Subject to provision by SSI of necessary copies, OWNER shall ensure that all current programming guides and marketing materials are available to all of the Viewers of the Property at all times. OWNER shall use its best efforts to encourage Viewers to purchase premium programming and shall assist and cooperate with SSI's marketing program for the System.
10. Payment of amounts owed by OWNER to SSI pursuant to Section 4 hereof shall be made by OWNER to SSI's address herein, or as otherwise directed by SSI. Each payment shall be accompanied by a detailed statement setting forth the total gross charges for the month and the computation of revenues; SSI shall have the right, upon request, to inspect OWNER's books, systems and other records pertaining to said statement. OWNER shall not set off against, deduct from or reduce any revenue payment under this agreement for any reason. Payments shall be due upon the fifth (5th) day of each month for the services to be provided during that month. If OWNER fails to make any payment within ten (10) days of its due date, OWNER shall pay SSI a service charge of ten percent (10%) of the amount due, plus any actual expenses incurred by SSI in collection efforts. Further, OWNER shall pay SSI interest on delinquent payments from the due date until paid at the rate of eighteen percent (18%) per annum, or, if provided, the lesser maximum rate of interest allowed by law. Notwithstanding anything herein to the contrary, in addition to other rights and remedies available to SSI, SSI shall be entitled to collect any or all past due amounts directly from Viewers.
11. SSI may assign, delegate or pledge any or all of its rights, authority, duties or obligations under this Agreement, including but not limited to payments due hereunder, to any other person or entity. OWNER and SSI expressly agree the easement provided herein is fully assignable by SSI, and acknowledge that SSI or its assigns intend to enter into an agreement pursuant to which SSI and/or a third party will manage the System. Upon written notice of any assignment, pledge or delegation by SSI, OWNER shall within ten (10) days, acknowledge such assignment in writing. OWNER shall to the extent requested in the notice make all payments directly to the assignee, pledgee or delegate.
12. OWNER shall keep the System on the Property as and where installed and shall not use, operate, modify, alter, add to or remove it without the written consent of SSI, not to be unreasonably withheld, and shall not so affix the System or any part thereof to realty as to change its nature to real property. OWNER shall not directly or indirectly create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on the System. OWNER shall promptly, at its own expense, take all actions necessary to discharge any such mortgage, pledge, lien, charge, encumbrance or claim or obtain a waiver of the lien thereof and, in any event, to obtain such lien waivers for the System as SSI may reasonably request.
13. OWNER shall comply with all laws applicable to the use of the System. In the event this Agreement should be construed as a "sale" or "lease" with a security as defined in RCW 62A, then the OWNER grants to SSI a security interest in all personal property and fixtures described in Exhibit 'B' and attached hereto and all after acquired personal property and fixtures. The events of conversion of any or all of the Units comprising the Property to condominium units, cooperatives or similar forms of ownership, or sale, transfer or conveyance of all or a part of the Property, whether voluntary or involuntary, shall be deemed an assignment and delegation of this Agreement.
14. OWNER warrants OWNER holds record title to the Property and is fully authorized to grant to SSI the exclusive rights and easement as provided herein.
15. If any provision of this agreement shall be held to be invalid, the remainder shall not be affected thereby.
16. This Agreement shall be governed by the internal laws of the State of Washington.
17. This Agreement may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
18. Exhibits A and B identified herein are incorporated by this reference as if fully set forth.
19. All notices, claims, certificates, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given when delivered or mailed to the addressees set forth below the signatures to this Agreement or other such addresses as the party to whom notice is to be given may have previously furnished to the other pursuant to this Section.
20. SSI shall only have the right to inspect owners books in relation to occupancy of the complex. *RW*
21. SSI will credit to owner bulk rate account an amount equal to six percent (6%) of the total gross revenue generated by "Premium Entertainment Channels". Said credit shall be applied one month in arrears to the current bulk rate billing month. Owner reserves the right to audit SSI's accounting records with regards to said revenue at any time. *RW*
22. SSI shall not directly or indirectly create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on the property. SSI shall promptly, at its own expense, take all actions necessary to discharge any such mortgage, pledge, lien, charge, encumbrance or claim or obtain waiver of the lien thereof, and, in any event, to obtain such lien waivers for the property as owner may reasonably request. If this is not accomplished within 30 days of notification by owner to SSI, this Agreement can be rendered null and void by the owner. *RW*

LORA LAKE

4. The land referred to in this commitment is located in the county of King, State of Washington, and described as follows:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M. IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY MARGIN OF DES MOINES WAY SOUTH WITH THE NORTHERLY MARGIN OF THE SOUTH 440 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;

THENCE NORTHEASTERLY ALONG SAID WESTERLY MARGIN OF DES MOINES WAY AND ALONG THE MARGIN THEREOF AS ESTABLISHED BY DEED RECORDED UNDER FILE NUMBER 6514093;

THENCE CONTINUING ALONG THE SOUTH, WEST AND NORTH MARGINS OF SOUTH 149TH PLACE AS ESTABLISHED BY SAID DEED RECORDED UNDER FILE NO. 6514093 AND CONTINUING NORTHEASTERLY ALONG THE MARGIN AS ESTABLISHED BY SAID DEED TO AN APEX AT THE SOUTHERLY MARGIN OF PRIMARY STATE HIGHWAY (SR 518);

THENCE WESTERLY ALONG THE SOUTHERLY MARGIN OF SAID PRIMARY STATE HIGHWAY (SR 518) TO AN INTERSECTION WITH THE EAST MARGIN OF EIGHTH AVENUE SOUTH AS CONVEYED TO KING COUNTY BY DEED RECORDED UNDER FILE NUMBER 3211805;

THENCE SOUTHERLY ALONG THE SAID EAST MARGIN OF EIGHTH AVENUE SOUTH TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;

THENCE EASTERLY ALONG SAID NORTH LINE TO THE EAST LINE OF THE WEST QUARTER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;

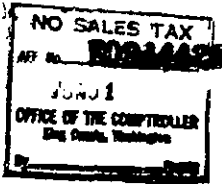
THENCE SOUTHERLY ALONG SAID EAST LINE TO THE NORTH LINE OF THE SOUTH 521.5 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;

THENCE EASTERLY ALONG SAID NORTH LINE A DISTANCE OF 5.99 FEET TO THE EAST LINE OF THE WEST 330 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;

THENCE SOUTHERLY ALONG THE SAID EAST LINE OF THE WEST 330 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER TO AN INTERSECTION WITH THE NORTH LINE OF THE SOUTH 440 FEET OF SAID SUBDIVISION;

THENCE EASTERLY ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

8706161302



R/W 373 \$370
87/06/01 #0409 E
RECD F .00 *****.00
CASHSL

QUITCLAIM DEF

8706010409

IN THE MATTER OF SR 518, Riverton Heights SR 507 to SR 5.

KNOW ALL MEN BY THESE PRESENTS, that the STATE OF WASHINGTON, for and in accordance with that Agreement of the parties entitled TB 1-0026, dated the 14th day of November, 1986, hereby conveys and quitclaims unto KING COUNTY, a political subdivision of the State of Washington all right, title and interest under the jurisdiction of the Department of Transportation, in and to the following described real property situated in King County, State of Washington:

All that part of Section 20, Township 23 North, Range 4 East, W.M., shown hachured on Exhibit "A" attached hereto and made a part hereof.

The specific details concerning all of which may be found on sheet 2 of that certain plan entitled SR 518, Riverton Heights SR 509 to SR 5, now of record and on file in the office of the Secretary of Transportation at Olympia, Washington bearing date of approval March 6, 1979.

It is understood and agreed that the above referenced property is transferred for road purposes and that all revenue resulting from any vacation, sale or rental of such roads shall be placed in the county road fund and used exclusively for road purposes.

The Grantee herein, its successors or assigns, shall have no right of ingress and egress to, from and between said SR 518 and the lands herein conveyed and will maintain the control of ingress and egress to, from and between the lands herein conveyed and the lands adjacent thereto, as indicated by the prohibition of access symbol appearing on said Exhibit "A"; nor shall the Grantee herein, its successors or assigns, be entitled to compensation for any loss of light, view and air occasioned by the location, construction, maintenance or operation of said Highway. EXCEPT that said Grantee, its successors or assigns, shall have reasonable ingress and egress to, from and between the lands herein conveyed and said Highway by means of off and on ramps thereto as shown on said Exhibit "A".

The grantee as part consideration herein does hereby agree to comply with all civil rights and anti-discrimination requirements of RCW Chapter 49.60, as to the lands herein described.

The lands herein described are not required for State highway purposes and are conveyed pursuant to the provisions of RCW Chapter 36.75.090.

Dated at Olympia, Washington, this 30th day of April, 1987.

STATE OF WASHINGTON

Duane Berentson
DUANE BERENTSON
Secretary of Transportation

Filed For Record At The Request Of
Chris J. Rauten
King County Real Property Division

APPROVED AS TO FORM:

By: Margaret Smith
Assistant Attorney General

REVIEWED AS TO FORM:

By: Chris J. Rautava
King County

8706010409

STATE OF WASHINGTON)

) s s

County of Thurston)

On this 30th day of April, 1987, before me personally appeared DUANE BERENTSON, known to me as the Secretary of Transportation, Washington State Department of Transportation, and executed the foregoing instrument, acknowledging said instrument to be the free and voluntary act and deed of the State of Washington, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.

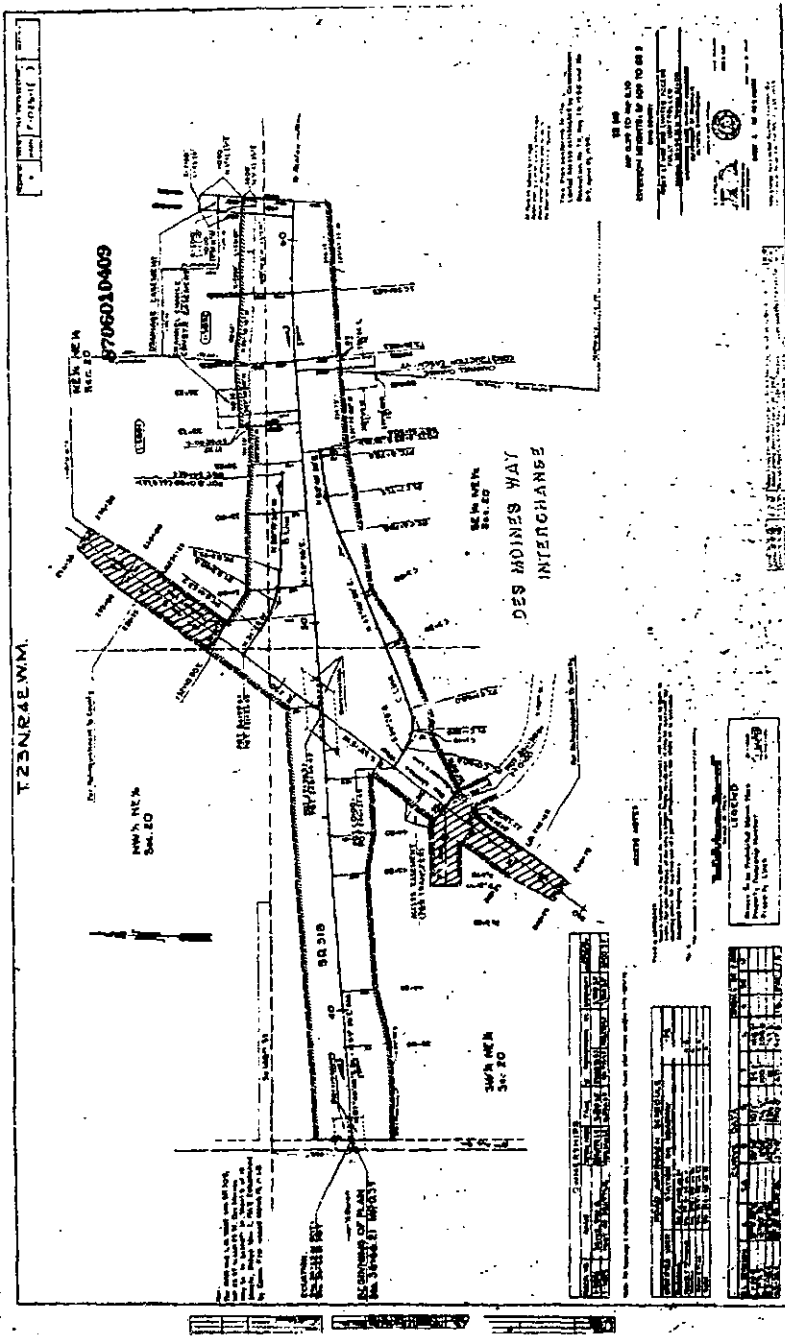
Given under my hand and official seal the day and year last above written.

Harold Maloney
Notary Public in and for the State
of Washington, residing at Olympia.

My Commission Expires June 25, 1988

BY THE
NOTARY
PUBLIC
APR 30 1987

RECEIVED THIS DAY



RECEIVED THIS DAY
MAY 5 11 45 AM '87
BETHEL
NO. 1
STATION
KING, WA

AGREEMENT FOR PAYMENT OF CONNECTION CHARGE
(RESOLUTION NO. 86-41)

THIS AGREEMENT, by and between Mueller Development Corp., hereinafter termed the "owner" and South-west Suburban Sewer District, hereinafter termed the "district",

WITNESSETH

WHEREAS, the owner desires to connect his or her private sewer system from the hereinafter described property to the district's sewer system and is thereby liable for a connection charge payable to the district pursuant to Resolution No. 86-41 of the district and the laws of the State of Washington, RCW 56.08.010; and

WHEREAS, the owner desires to pay the aforementioned connection charge on an installment basis, pursuant to the terms and conditions of Resolution No. 86-41 of the district, and said owner has made a ten percent down payment; now, therefore,

8705060805

IT IS HEREBY AGREED by and between the parties as follows:

1. In consideration of the district's accepting connection of the owner's sewer to the district's system prior to receipt of full payment of the connection charge (which amounts to One Hundred Ten Thousand Sixty Nine Dollars (\$ 110,069.00) owing to the district; after having made a ten percent down payment or more in the amount of Eleven Thousand Six Dollars & 90/100 (\$ 11,006.90) receipt of which is hereby acknowledged by the district, the property owner promises to pay to the order of the district the principal sum of Ninety Nine Thousand Sixty Two Dollars & 10/100 (\$ 99,062.10) plus interest at the rate of Eight & one-half percent (8 1/2 %) per annum on the unpaid balance until said principal is paid.

2. Said principal shall be paid by the owner to the district in nine (9) equal annual installments of Eleven Thousand Six Dollars & 90/100 (\$ 11,006.90) plus interest as aforesaid commencing on the 6th day of March, 19 87, which calendar date shall be the annual due date known as the anniversary date for subsequent installments, unless the anniversary date shall fall upon a Saturday, Sunday or legal holiday, in which case the due date shall be the first working day thereafter. The owner shall have the right of prepayment of the principal at any time, provided, that in the event of a prepayment, the owner agrees to pay interest from the prior anniversary date to date of payment.

3. Sixty days after default in any of the aforementioned annual installments by the owner, the entire unpaid principal and interest shall become due, and said sum shall thereupon be considered a delinquent connection charge under Resolution No. 102 of the district or any amendments thereof, and the district shall thereupon assess applicable penalties and certify said delinquency to the county treasurer for lien foreclosure proceedings pursuant to Washington Laws, 1953, ch. 250 S14-15 (RCW 56.16.100-110).

4. The owner's obligations hereunder shall be binding on the owner's heirs, successors and assigns and shall be a covenant running with the land, the legal description of which is as follows:

Legal attached

87/05/06 00805 R
RECD F 8.00
CRSHSL 000008.00

(Commonly known as Lora Lake Apartments.)

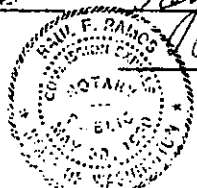
8705060805

5. The owner agrees to pay all costs for recording this agreement, all additional computation costs in the event of prepayment, and such attorneys' fees and costs as the court may adjudge reasonable in the event of suit to collect the unpaid balances and/or foreclose the aforementioned lien.

DATED this 11th day of MARCH, 1987

SOUTHWEST SUBURBAN SEWER DISTRICT

By Steve Sundelius Henry J. Mueller
Owner Owner



STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me Henry J. Mueller (owner), to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that (he)(she)(they) signed the same as (his)(her)(their) free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 11th day of MARCH, 1987.

Paul F. Ramos
NOTARY PUBLIC in and for the State of Washington, residing at Port, WA. My commission expires 5/30/90.

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me Steve Sundelius, to me known to be the General Manager of Southwest Suburban Sewer District above described and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, duly authorized, and in his representative capacity, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 12th day of April, 1987.

Witt
NOTARY PUBLIC in and for the State of Washington, residing at King. My commission expires 12-28-87.

LID662
 Payment Schedule for Residential/Commercial

NAME: Mueller Development Corp.
 DATE: Mar. 06 1987
 CHARGES: Sec. Treatment \$91,426.00
 GPC \$12,628.00
 C.I.L.O.A. \$6,015.00

TOTAL CHARGES: \$110,069.00
 ASSMNT INT: 8.50 %
 NO. OF YEARS: 10

8705060805

Year	Declining Principal Balance	Annual Principal Payment	Annual Interest Payment	Total Annual Payment
1987	\$110,069.00	\$11,006.90	\$0.00	\$11,006.90
1988	\$99,062.10	\$11,006.90	\$8,420.28	\$19,427.18
1989	\$88,055.20	\$11,006.90	\$7,484.69	\$18,491.59
1990	\$77,048.30	\$11,006.90	\$6,549.11	\$17,556.01
1991	\$66,041.40	\$11,006.90	\$5,613.52	\$16,620.42
1992	\$55,034.50	\$11,006.90	\$4,677.93	\$15,684.83
1993	\$44,027.60	\$11,006.90	\$3,742.35	\$14,749.25
1994	\$33,020.70	\$11,006.90	\$2,806.76	\$13,813.66
1995	\$22,013.80	\$11,006.90	\$1,871.17	\$12,878.07
1996	\$11,006.90	\$11,006.90	\$935.59	\$11,942.49
Totals \$110,069.00 \$42,101.39 \$152,170.39				

\$152,170.39

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- 4. The land referred to in this commitment is located in the county of King, State of Washington, and described as follows:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY MARGIN OF DES MOINES WAY SOUTH WITH THE NORTHERLY MARGIN OF THE SOUTH 440 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;
 THENCE NORTHEASTERLY ALONG SAID WESTERLY MARGIN OF DES MOINES WAY AND ALONG THE MARGIN THEREOF AS ESTABLISHED BY DEED RECORDED UNDER FILE NUMBER 6514093;
 THENCE CONTINUING ALONG THE SOUTH, WEST AND NORTH MARGINS OF SOUTH 149TH PLACE AS ESTABLISHED BY SAID DEED RECORDED UNDER FILE NO. 6514093 AND CONTINUING NORTHEASTERLY ALONG THE MARGIN AS ESTABLISHED BY SAID DEED TO AN APEX AT THE SOUTHERLY MARGIN OF PRIMARY STATE HIGHWAY (SR 518);
 THENCE WESTERLY ALONG THE SOUTHERLY MARGIN OF SAID PRIMARY STATE HIGHWAY (SR 518) TO AN INTERSECTION WITH THE EAST MARGIN OF EIGHTH AVENUE SOUTH AS CONVEYED TO KING COUNTY BY DEED RECORDED UNDER FILE NUMBER 3211805;
 THENCE SOUTHERLY ALONG THE SAID EAST MARGIN OF EIGHTH AVENUE SOUTH TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;
 THENCE EASTERLY ALONG SAID NORTH LINE TO THE EAST LINE OF THE WEST QUARTER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;
 THENCE SOUTHERLY ALONG SAID EAST LINE TO THE NORTH LINE OF THE SOUTH 521.5 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;
 THENCE EASTERLY ALONG SAID NORTH LINE A DISTANCE OF 5.99 FEET TO THE EAST LINE OF THE WEST 330 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;
 THENCE SOUTHERLY ALONG THE SAID EAST LINE OF THE WEST 330 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER TO AN INTERSECTION WITH THE NORTH LINE OF THE SOUTH 440 FEET OF SAID SUBDIVISION;
 THENCE EASTERLY ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

8705060805

after recording return to:
SEAFIRST REAL ESTATE GROUP
P.O. BOX C-34103 (D. Whitmore - CSC-14)
Seattle, Washington 98124-1103

Chicago Title No. A-33849
TICOR No. 363214
Loan No. T-601181

**NOTE, AND DEED OF TRUST
AND ASSIGNMENT OF RENTS MODIFICATION
AND SPREADING AGREEMENT**

THIS AGREEMENT made and entered into by and between Chambers Creek II, a Washington corporation (hereinafter sometimes referred to as "Chambers"), as to the Subject Property and Mueller Development Company, a Washington corporation (hereinafter sometimes referred to as "Mueller") as to Property 1 and Property 2 (hereinafter collectively referred to as "Grantor") and SEAFIRST MORTGAGE CORPORATION, a Washington corporation (hereinafter referred to as "Beneficiary").

8703131172

WITNESSETH:

WHEREAS, Chambers heretofore executed and delivered a certain Deed of Trust between Chambers as grantor, Chicago Title Insurance Company, as trustee, and Beneficiary, (hereinafter referred to as "said Deed of Trust") dated April 28, 1986 and recorded under Pierce County Recorder's No. 8605140285, on the 14th day of May, 1986, and Assignment of Rents between Chambers and Beneficiary dated May 1, 1986 and recorded May 14, 1986 under Pierce County Recorder's No. 8605140286, (hereinafter referred to as said "Assignment of Rents") on certain real estate (hereinafter referred to as the "Subject Property") in said last named county and state, said Deed of Trust and Assignment of Rents being made to secure that Note (hereinafter referred to as the "Subject Note"), executed by Chambers, for the aggregate principal sum of Four Million Five Hundred Sixty-One Thousand Five Hundred Dollars (\$4,561,500.00) with interest, and also such further sums as may be advanced or loaned by Beneficiary;

AND WHEREAS, Chambers hereby represents that they are now the sole owners of the aforesaid real estate and Beneficiary represents that it is the legal owner and holder of said indebtedness and the Subject Note and the said Deed of Trust and Assignment of Rents and said parties mutually desire the modification as hereinafter provided;

NOW, THEREFORE, in consideration of the premises, the promises and agreements between the said parties hereinafter contained, and the mutual benefits accruing to the undersigned parties hereunder, it is hereby agreed between them as follows:

1. That the lien of said Deed of Trust and Assignment of Rents is hereby spread so as to cover the property described on Schedule "A" attached hereto and by this reference made a part hereof located in Pierce and King Counties, Washington, which property is solely owned by Mueller. To that end Grantor hereby irrevocably grants, bargains, sells and conveys to said Trustee in trust, with power of sale, for the benefit of Beneficiary, and modifies the legal description in said Deed of Trust and Assignment of Rents to include the above described property, which property is not used principally or primarily for agricultural or farming purposes, together with all tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof, for the purpose of securing performance of each agreement, payment and undertaking secured by said Deed of Trust as herein modified. It is the intention of the parties hereto that said Deed of Trust and Assignment of Rents that this Agreement shall be construed as a single instrument, and

A 363214 4-10 ③

FILED IN REQUEST OF
TICOR NO. 363214
CHICAGO TITLE NO. A-33849
LOAN NO. T-601181

400

the powers and duties of said Trustee shall be the same as if the property conveyed herein had originally been included in said Deed of Trust.

8703131172

2. That in an event of a default in the payment of the note secured by that deed of trust dated January 27, 1987 and recorded on December 12, 1985 under Pierce County Recorder's No. 8512120261, and assignment of rents dated November 27, 1985 and recorded December 12, 1985 under Pierce County Recorder's No. 8512120262 (the "First Cross Defaulted Note"), or of a default in the payment of the note secured by the deed of trust dated March 3, 1987 and recorded under King County Recorder's No. ~~87031172~~ and on real property in Pierce County described as Property 2 on Schedule A attached hereto (the "Second Cross Defaulted Note") or any default in observing the covenants and agreements contained in said deeds of trust or assignment of rents, the holder of the indebtedness shall have, in addition to such holder's rights of declaring the maturity of the indebtedness as to which default will have been made, the option of likewise declaring the maturity of the other indebtednesses if owner thereof, even though such other loans be not then in default. ^{H/M.}
*which are incorporated herein by reference ^{H/M.}

3. That if, at the time of repayment in full of the First Cross Defaulted Note, no default exists in either the Second Defaulted Note or the Subject Note, Beneficiary agrees for itself, its successors and assigns that it will, upon request of Grantor, join with Grantor in requesting the Trustee to reconvey a portion of the premises secured by the Deed of Trust, specifically the parcel described as Property 2 in the Schedule "A" attached hereto. That if, at the time of repayment in full of the Second Cross Defaulted Note, no default exists in either the First Cross Defaulted Note or the Subject Note, Beneficiary agrees for itself, its successors and assigns that it will, upon request of Grantor, join with Grantor in requesting the Trustee to reconvey the portion of the premises secured the Deed of Trust, specifically the parcel described as Property 1 in Schedule "A" attached hereto.

4. That, except insofar as herein expressly changed, all terms, covenants and provisions of the Note, Deed of Trust and Assignment of Rents and the obligation evidenced and secured thereby shall remain in full force and effect and are hereby expressly ratified and confirmed by the parties hereto.

Signed, sealed and delivered this 9 day of March, 1987.

GRANTOR

CHAMBERS CREEK II
a Washington corporation

By Henry J. Mueller
Henry J. Mueller, President

MUELLER

MUELLER DEVELOPMENT COMPANY,
a Washington corporation

By Henry J. Mueller
Henry J. Mueller, President

BENEFICIARY

SEAFIRST MORTGAGE CORPORATION,
a Washington corporation

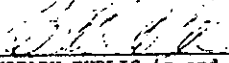
By Richard W. Benson
Its Vice President

** or in the event of any default under the Note and/or Deed of Trust on the subject property ^{H/M.}

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 9 day of March, 1987, before me, a Notary Public in and for the State of Washington, personally appeared HENRY J. MUELLER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the President of CHAMBER CREEK II, a Washington corporation, to be the free and voluntary act and deed of said corporation for the uses and purposes mentioned in the instrument.

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


NOTARY PUBLIC in and for the State of Washington, residing at Bliss
My appointment expires 2

8703131172

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 12th day of March, 1987, before me, a Notary Public in and for the State of Washington, personally appeared Richard D. Bonarree, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Vice President of SEAFIRST MORTGAGE CORPORATION, a Washington corporation, to be the free and voluntary act and deed of said corporation for the uses and purposes mentioned in the instrument.

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




Dessaria Whitmore
NOTARY PUBLIC in and for the State of Washington, residing at Seattle
My appointment expires 6-18-89

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 9 day of March, 1987, before me, a Notary Public in and for the State of Washington, personally appeared HENRY J. MUELLER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the President of MUELLER DEVELOPMENT COMPANY, a Washington corporation, to be the free and voluntary act and deed of said corporation for the uses and purposes mentioned in the instrument.

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


NOTARY PUBLIC in and for the State of Washington, residing at Bliss
My appointment expires 9/1/87

8259c

SCHEDULE "A"

Legal Descriptions:

Property 1

8703131172

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY MARGIN OF DES MOINES WAY SOUTH WITH THE NORTHERLY MARGIN OF THE SOUTH 440 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;
THENCE NORTHEASTERLY ALONG SAID WESTERLY MARGIN OF DES MOINES WAY AND ALONG THE MARGIN THEREOF AS ESTABLISHED BY DEED RECORDED UNDER FILE NUMBER 6514093;
THENCE CONTINUING ALONG THE SOUTH, WEST AND NORTH MARGINS OF SOUTH 149TH PLACE AS ESTABLISHED BY SAID DEED RECORDED UNDER FILE NO. 6514093 AND CONTINUING NORTHEASTERLY ALONG THE MARGIN AS ESTABLISHED BY SAID DEED TO AN APEX AT THE SOUTHERLY MARGIN OF PRIMARY STATE HIGHWAY (SR 518);
THENCE WESTERLY ALONG THE SOUTHERLY MARGIN OF SAID PRIMARY STATE HIGHWAY (SR 518) TO AN INTERSECTION WITH THE EAST MARGIN OF EIGHTH AVENUE SOUTH AS CONVEYED TO KING COUNTY BY DEED RECORDED UNDER FILE NUMBER 3211805;
THENCE SOUTHERLY ALONG THE SAID EAST MARGIN OF EIGHTH AVENUE SOUTH TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;
THENCE EASTERLY ALONG SAID NORTH LINE TO THE EAST LINE OF THE WEST QUARTER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;
THENCE SOUTHERLY ALONG SAID EAST LINE TO THE NORTH LINE OF THE SOUTH 521.5 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;
THENCE EASTERLY ALONG SAID NORTH LINE A DISTANCE OF 5.99 FEET TO THE EAST LINE OF THE WEST 330 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;
THENCE SOUTHERLY ALONG THE SAID EAST LINE OF THE WEST 330 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER TO AN INTERSECTION WITH THE NORTH LINE OF THE SOUTH 440 FEET OF SAID SUBDIVISION;
THENCE EASTERLY ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

Property 2

PARCEL A:

The Southwest quarter of the Northwest quarter of the Southeast quarter of Section 22, Township 20 North, Range 2 East of the W.M., in Pierce County, Washington and that portion of the Southwest quarter of the Southeast quarter in Section 22, Township 20 North, Range 2 East of the W.M., in Pierce County, Washington, lying North and West of Lemons Beach-Stellacoom County Road.

EXCEPT that portion of said premises described as follows:
Beginning at the intersection of the West line of said Southwest quarter of the Southeast quarter with the North line of the Lemons Beach-Stellacoom Road; thence North along the West line of said subdivision, 264 feet; thence East parallel with the North line of said subdivision, 110 feet; thence South parallel with the West line thereof to the North line of said Lemons Beach-Stellacoom Road; thence West along said road to the point of beginning.

EXCEPT Lemons Beach-Stellacoom County Road, in Pierce County, Washington.

Legal Description (continued)

PARCEL B:

That portion of the Southeast quarter of the Northwest quarter of the Southeast quarter of Section 22, Township 20 North, Range 2 East of the W.M. lying Westerly of the Westerly right-of-way lines of Bridgeport Way West and Lemons Beach-Stellecoom County Road.

Situate in Pierce County, Washington.

PARCEL C:

An easement for ingress & egress to and from the North half of the Southwest quarter of the Northwest quarter of the Southeast quarter of Section 22, Township 20 North, Range 2 East of the Willamette Meridian for pedestrian and vehicular traffic and installation of utilities over and across the following described properties:

PARCEL C-1: A strip of land 20 feet in width being 10 feet on both sides of the following described centerline: Commencing at the Northeast corner of the North half of the Southwest quarter of the Northwest quarter of the Southeast quarter of Section 22, Township 20 North, Range 2 East of the Willamette Meridian; thence on the east line of the North half of the Southwest quarter of the Northwest quarter of the Southeast quarter of said Section 22 extended Northerly North $00^{\circ}37'40''$ East 10

feet to the point of beginning of this centerline description; thence North $89^{\circ}46'03''$ East 50 feet to a curve to the left with a radius of 30 feet and a tangent of 33.22 feet; thence North $06^{\circ}03'12''$ West 103 feet to a curve to the right with a radius of 30 feet and a tangent of 21.38 feet; thence North $64^{\circ}53'01''$ East to Bridgeport Way, being the terminus point of this centerline description.

PARCEL C-2: Beginning at the center of the Northwest quarter of the Southeast quarter of Section 22, Township 20 North, Range 2 East of the Willamette Meridian, thence West 46.669 feet; thence Northeasterly at an angle of 45 degrees to a point 46.669 feet due North to the beginning point; thence South 46.669 feet to the place of beginning.

8703131172

RECEIVED
MAY 17 4 54 PM '97
Pierce County Assessor's Office

after recording return to:
SEAFIRST REAL ESTATE GROUP
P.O. BOX C-34103 (D. Whitmore - CSC-14)
Seattle, Washington 98124-1103

TICOR No. 363214
Chicago No. 33166
Loan No. T-601015-1

NOTE, AND DEED OF TRUST 27.000000 *1171 D
AND ASSIGNMENT OF RENTS MODIFICATION 9.00
AND SPREADING AGREEMENT

THIS AGREEMENT made and entered into by and between Mueller Development Company, a Washington corporation (hereinafter sometimes referred to as "Mueller") as to the Subject Property and Property 1, Chambers Creek II, a Washington corporation (hereinafter sometimes referred to as "Chambers") as to Property 2 (hereinafter collectively referred to as "Grantor"), and SEAFIRST MORTGAGE CORPORATION, a Washington corporation (hereinafter referred to as "Beneficiary"),

WITNESSETH:

WHEREAS, Mueller heretofore executed and delivered a certain Deed of Trust between Mueller as grantor, Seattle-First National Bank, a national banking association, as trustee, and Beneficiary, dated November 27, 1985 (hereinafter referred to as "said Deed of Trust") and recorded under Pierce County Auditor's No. 8512120261, on the 12th day of December, 1985, and Assignment of Rents between Mueller and Beneficiary dated November 27, 1985 and recorded December 12, 1985 under Pierce County Recorder's No. 8512120262, (hereinafter referred to as said "Assignment of Rents") on certain real estate in said last named county and state, (hereinafter referred to as the "Subject Property") said Deed of Trust and Assignment of Rents being made to secure that Note, executed by Grantor Mueller (hereinafter referred to as the "Subject Note"), for the aggregate principal sum of Eight Million Seven Hundred Twenty Thousand and 00/100's Dollars (\$8,720,000.00) with interest, and also such further sums as may be advanced or loaned by Beneficiary;

AND WHEREAS, Mueller hereby represents that it is now the sole owner of the aforesaid real estate and Beneficiary represents that it is the legal owner and holder of said indebtedness and the Subject Note and the said Deed of Trust and Assignment of Rents and said parties mutually desire the modification as hereinafter provided;

NOW, THEREFORE, in consideration of the premises, the promises and agreements between the said parties hereinafter contained, and the mutual benefits accruing to the undersigned parties hereunder, it is hereby agreed between them as follows:

1. That the lien of said Deed of Trust and Assignment of Rents is hereby spread so as to cover the property described on Schedule "A" attached hereto and by this reference made a part hereof located in Pierce and King Counties, Washington, Property 1 of which is solely owned by Mueller, and Property 2 of which is solely owned by Chambers. To that end Grantor hereby irrevocably grants, bargains, sells and conveys to said Trustee in trust, with power of sale, for the benefit of Beneficiary, and modifies the legal description in said Deed of Trust and Assignment of Rents to include the above described property, which property is not used principally or primarily for agricultural or farming purposes, together with all tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof, for the purpose of securing performance of each agreement, payment and undertaking secured by said Deed of Trust as herein modified. It is the intention of the parties hereto that said Deed of Trust and Assignment of Rents that this Agreement shall be construed as a single instrument, and the powers and duties of said Trustee shall be the same as if the property conveyed herein had originally been included in said Deed of Trust.

FILED FOR RECORD AT REQUEST OF
K. JAMES LENTZ JR. JR. CO.
SEATTLE, WA 98104

900

JK

8703131171

A-363214 U-10 (2)

8703131171

2. That in an event of a default in the payment of the note secured by the deed of trust dated April 29, 1986 and recorded on May 14, 1986 under Pierce County Recorder's No. 860514025 and assignment of rents dated May 1, 1986 and recorded May 14, 1986 under Pierce County Recorder's No. 860514026 (the First Cross Defaulted Note") or of a default in the payment of the note secured by the deed of trust dated March 3, 1987 and recorded on March 13, 1987 under King County Recorder's FD 883116 on real property in Pierce County described as Property 2 on Schedule A attached hereto (the "Second Cross Defaulted Note") or any default in observing the covenants and agreements contained in said deeds of trust or assignment of rents, the holder of the indebtedness shall have, in addition to such holder's rights of declaring the maturity of the indebtedness as to which default will have been made, the option of likewise declaring the maturity of the other indebtednesses if owner thereof, even though such other loans be not then in default, which are incorporated herein by reference *H.M.*

3. That if, at the time of repayment in full of the First Cross Defaulted Note, no default exists in either the Second Defaulted Note or the Subject Note, Beneficiary agrees for itself, its successors and assigns that it will, upon request of Grantor, join with Grantor in requesting the Trustee to reconvey a portion of the premises secured by the Deed of Trust, specifically the parcel described as Property 2 in the Schedule "A" attached hereto. That if, at the time of repayment in full of the Second Cross Defaulted Note, no default exists in either the First Cross Defaulted Note or the Subject Note. Beneficiary agrees for itself, its successors and assigns that it will, upon request of Grantor, join with Grantor in requesting the Trustee to reconvey a portion of the premises secured by the Deed of Trust, specifically the parcel described as Property 1 in Schedule "A" attached hereto. *H.M.*

4. That, except insofar as herein expressly changed, all terms, covenants and provisions of the Note, Deed of Trust and Assignment of Rents and the obligation evidenced and secured thereby shall remain in full force and effect and are hereby expressly ratified and confirmed by the parties hereto.

Signed, sealed and delivered this 7 day of March, 1987.

GRANTOR

MUELLER DEVELOPMENT COMPANY
a Washington corporation

By Henry J. Mueller
Henry J. Mueller, President

CHAMBERS CREEK II,
a Washington corporation

By: Henry J. Mueller
Henry J. Mueller, President

BENEFICIARY

SEAFIRST MORTGAGE CORPORATION,
a Washington corporation

By [Signature]
Its [Signature]

** or in the event of any default under the Note and/or Deed of Trust on the subject property *H.M.*

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 7 day of March, 1987, before me, a Notary Public in and for the State of Washington, personally appeared HENRY J. MUELLER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized

to execute the instrument, and acknowledged it as the President of MUELLER DEVELOPMENT COMPANY, a Washington corporation, to be the free and voluntary act and deed of said corporation for the uses and purposes mentioned in the instrument.

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

[Signature]
NOTARY PUBLIC in and for the State of Washington, residing at *[Address]*
My appointment expires *[Date]*

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

870313171

On this 12th day of March, 1987, before me, a Notary Public in and for the State of Washington, personally appeared Richard D. Bonastel, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Vice President of SEAFIRST MORTGAGE CORPORATION, a Washington corporation, to be the free and voluntary act and deed of said corporation for the uses and purposes mentioned in the instrument.

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

Dessera Whitmore
NOTARY PUBLIC in and for the State of Washington, residing at Seattle
My appointment expires 6-18-89

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of March, 1987, before me, a Notary Public in and for the State of Washington, personally appeared HENRY J. MUELLER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the President of CHAMBERS CREEK II to be the free and voluntary act and deed of said corporation for the uses and purposes mentioned in the instrument.

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

[Signature]
NOTARY PUBLIC in and for the State of Washington, residing at *[Address]*
My appointment expires *[Date]*

SCHEDULE "A"

Legal Description:

Property 1

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY MARGIN OF DES MOINES WAY SOUTH WITH THE NORTHERLY MARGIN OF THE SOUTH 440 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;
THENCE NORTHEASTERLY ALONG SAID WESTERLY MARGIN OF DES MOINES WAY AND ALONG THE MARGIN THEREOF AS ESTABLISHED BY DEED RECORDED UNDER FILE NUMBER 6514093;
THENCE CONTINUING ALONG THE SOUTH, WEST AND NORTH MARGINS OF SOUTH 149TH PLACE AS ESTABLISHED BY SAID DEED RECORDED UNDER FILE NO. 6514093 AND CONTINUING NORTHEASTERLY ALONG THE MARGIN AS ESTABLISHED BY SAID DEED TO AN APEX AT THE SOUTHERLY MARGIN OF PRIMARY STATE HIGHWAY (SR 518);
THENCE WESTERLY ALONG THE SOUTHERLY MARGIN OF SAID PRIMARY STATE HIGHWAY (SR 518) TO AN INTERSECTION WITH THE EAST MARGIN OF EIGHTH AVENUE SOUTH AS CONVEYED TO KING COUNTY BY DEED RECORDED UNDER FILE NUMBER 3211805;
THENCE SOUTHERLY ALONG THE SAID EAST MARGIN OF EIGHTH AVENUE SOUTH TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;
THENCE EASTERLY ALONG SAID NORTH LINE TO THE EAST LINE OF THE WEST QUARTER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;
THENCE SOUTHERLY ALONG SAID EAST LINE TO THE NORTH LINE OF THE SOUTH 521.5 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;
THENCE EASTERLY ALONG SAID NORTH LINE A DISTANCE OF 5.99 FEET TO THE EAST LINE OF THE WEST 330 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;
THENCE SOUTHERLY ALONG THE SAID EAST LINE OF THE WEST 330 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER TO AN INTERSECTION WITH THE NORTH LINE OF THE SOUTH 440 FEET OF SAID SUBDIVISION;
THENCE EASTERLY ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

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Property 2

PARCEL A

That part of the following described property lying westerly and southerly of the County Road known as Bridgeport Way, as the same existing on May 6, 1947, as follows:

Commencing at the northwest corner of the southwest quarter of the southeast quarter of Section 22, Township 20 North, Range 1 East of the W.M.; thence north 89°15' east 860 feet along the north line of said subdivision to the true point of beginning; thence south 0°14' west 1030.8 feet to the northerly line of Stellacoom-Meadow Park County Road; thence south 72°37' east 400 feet; thence on a curve to the left radius of 686.3 feet central angle of 27°0' a distance of 75 feet more or less, to the east line of said subdivision; thence north 0°14' east 1170 feet, more or less, to the northeast corner of said subdivision; thence south 89°15' west 461.65 feet along the north line of said subdivision to the true point of beginning, in Pierce County, Washington.

EXCEPT therefrom that portion lying within Lemons Beach Stellacoom County Road.

Legal Description (continued)

PARCEL B

All, that part of the southeast quarter of the southeast quarter of Section 22, Township 20 North, Range 2 east of the W.M., described as follows:

Commencing at the intersection of the southwesterly line of the County Road known as Bridgeport Way, as the same existed on May 6, 1947, with the west line of said southeast quarter of the southeast quarter of Section 22, Township 20 North, Range 2 East of the W.M.; thence south along said west line of southeast quarter of the southeast quarter 285 feet, more or less, to the northerly line of a County Road; thence easterly along said northerly line of County Road, 355 feet, more or less, to its intersection with the southwesterly line of of said Bridgeport Way; thence northwesterly along said southwesterly line of Bridgeport Way to the place of beginning, in Pierce County, Washington.

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MAR 11 4 02 PM '87
RECEIVED
FEDERAL BUREAU OF INVESTIGATION
U.S. DEPARTMENT OF JUSTICE

SHORT FORM Loan No. T-601433-6
DEED OF TRUST

THIS DEED OF TRUST is made this 3rd day of March, 1987
 BETWEEN Mueller Development Company, a Washington corporation as to
Parcels 1 & 2 and Chambers Creek II, a Washington corporation, as as Grantor,
 to Parcel 3. 19540 Pacific Highway South, Suite 201, Seattle, WA 98188
 whose address is and Seattle-First National Bank, a national banking association as Trustee,
 whose address is P.O. Box 3586, Seattle, WA 98124
 and Seafirst Mortgage Corporation, a Washington corporation as Beneficiary,
 whose address is P.O. Box C-34103, Seattle, WA 98124-1103

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Grantor hereby irrevocably grants, bargains, sells and conveys to Trustee in trust, with power of sale, all Grantor's estate, right, title, interest, claim and demand, now owned or hereafter acquired, in and to the following described property in King & Pierce County, Washington, the "Property" which term shall include all or any part of the Property, any improvements thereon and all the property described in Section 1 of the Master Form Deed of Trust hereinafter referred to:

See Schedule "A" attached hereto and by this reference made a part hereof for legal description.

See Schedule "B" attached hereto and by this reference made a part hereof for additional terms and conditions.

- Parcel 1: 15001 Des Moines Way South, Burien, King County
- Parcel 2: Brideport Way W. & Chambers Lane, Pierce County, known as Chambers Creek Apartments
- Parcel 3: Brideport Way W. & Chambers Lane, Pierce County, known as Chambers Creek II Apartment.

which has the address of _____ (Street) _____ (City) _____ (State and Zip Code)

A 363214 u.10

TOGETHER WITH all the tenements, hereditments and appurtenances, now or hereafter thereunto belonging or in anywise appertaining, leases and other agreements for use and occupancy pertaining thereto, and the rents, issues and profits thereof and all other property or rights of any kind or nature whatsoever further set forth in the Master Form Deed of Trust hereinafter referred to, SUBJECT HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits

This Deed of Trust shall constitute a security agreement under the Uniform Commercial Code of Washington between Grantor as debtor and Beneficiary as secured party. Grantor grants a security interest to Beneficiary in any of the Property which is personal property and also grants a security interest in the property described in Section 2 of the Master Form Deed of Trust hereinafter referred to now owned or hereafter acquired by Grantor (the Property, as defined above, and the property described in said Section 2 are hereafter collectively referred to as the "Collateral").

THIS DEED IS FOR THE PURPOSE OF SECURING the following:

(a) Payment of the sum of Eight million one hundred sixty-seven thousand five hundred and 00/100's DOLLARS (\$ 8,167,500.00) with interest thereon according to the terms of a promissory note of even date herewith, payable to Beneficiary or order and made by Grantor (the "Note" which term shall include all notes evidencing the indebtedness secured by this Deed of Trust including all renewals, modifications or extensions thereof);

(b) Payment of any further sums advanced or loaned by Beneficiary to Grantor, or any of its successors or assigns, if (1) the Note or other writing evidencing the future advance or loan specifically states that it is secured by this Deed of Trust or (2) the advance, including costs and expenses incurred by Beneficiary, is made pursuant to this Deed of Trust or any other documents executed by Grantor evidencing, securing, or relating to the Note and/or the Collateral, whether executed prior to, contemporaneously with, or subsequent to this Deed of Trust (this Deed of Trust, the Note and such other documents, including any construction or other loan agreement, are hereafter collectively referred to as the "Loan Documents") together with interest thereon at the rate set forth in the Note unless otherwise specified in the Loan Documents or agreed to in writing;

(c) Performance of each agreement, term and condition set forth or incorporated by reference in the Loan Documents, including without limitation the loan agreement or commitment dated December 22, 1986 and assignment of leases and/or rents of even date herewith, which are incorporated herein by reference, or contained herein.

By executing and delivering this Deed of Trust and the Note secured hereby, the parties agree that all provisions of Paragraphs 1 through 54 inclusive of the Master Form Deed of Trust hereinafter referred to, except such paragraphs as are specifically excluded or modified herein, are hereby incorporated herein by reference and made an integral part hereof for all purposes the same as if set forth herein at length, and the Grantor hereby makes said covenants and agrees to fully perform all of said provision. The Master Form Deed of Trust above referred to was recorded on the thirtieth (30th) day of August, 1985, in the Official Records of the offices of the County Auditors of the following counties in Washington in the book, and at the page designated after the name of each county, to-wit:

COUNTY	BOOK OR VOL.	PAGE NO.	AUDITOR'S FILE NO.	COUNTY	BOOK OR VOL.	PAGE NO.	AUDITOR'S FILE NO.
Adams	120	17-21	20840	Levitt	314	606-610	837800
Anchorage			167051	Lincoln	42	806-810	872276
Benton	465	294	25-11398	Manitou	Page 343	Prison 282-285	644204
Blaine	847	813-847	INDEX 226	Chambers	Page 59	1517-1521	722280
Chelan	714	288-427	87031	Pacific	622	180-793	10727
Clallam		0231-0257	85-0832099	Pend Oreille	64	851-855	187155
Cowlitz	Driver 20	Prison 509-513	1274	Pierce	278	1873-1977	862632225

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COUNTY	BOOK OR VOL.	PAGE NO.	AUDITOR'S FILE NO.	COUNTY	BOOK OR VOL.	PAGE NO.	AUDITOR'S FILE NO.
Co-ten	980	1028-1010	85080016	San Juan	138	348-352	85136396
Douglas	M180	108-110	22719	Shaw	618	472-476	850800003
Ferry	M7	OR Page	18911	Shawnee	61	824-828	99647
Franklin			44688	Spokane	1919	1,779-1283	850800004
Garfield			6081	Spokane	770	673-677	850800000
Grant	320	215-220	778217	Stevens	099	1087-1091	849028
Gray Harbor		18630-18836	850800089	Thurston	1208	428-462	850800022
Island	827	2713-2719	850800089	Wahkiakum	066	0270-0274	36866
Jefferson	207	487-481	296870	Walla Walla	185	685-689	850800000
King	Red 351	FR 1640-1646	850800073	Whitman	863	1216-1318	1518382
Knap			850800073	Yakima	1167	1209-1213	2742890
Lewis	233	108-112	490851				
Richland	135	824-828	799118				

A copy of such Master Form Deed of Trust is hereby furnished to the person executing this Deed of Trust and by executing this Deed of Trust the Grantor acknowledges receipt of such Master Form Deed of Trust.

By executing and delivering this Deed of Trust and the Note secured hereby, the parties further agree that all provisions of Paragraphs 1, 4 and 3A

of the Supplemental Master Form Deed of Trust hereinafter referred to, except such paragraph are specifically modified herein, are hereby incorporated herein by reference and made an integral part hereof for all purposes the same as if set forth herein at length, and the Grantor hereby makes and covenants and agrees to fully perform all of said provisions. The Supplemental Master Form Deed of Trust above referred to was recorded on the thirtieth (30th) day of August, 1983, in the Official Records of the offices of the County Auditors of the following counties in Washington in the book, and at the page designated after the name of each county, to-wit:

COUNTY	BOOK OR VOL.	PAGE NO.	AUDITOR'S FILE NO.	COUNTY	BOOK OR VOL.	PAGE NO.	AUDITOR'S FILE NO.
Adams	120	23-25	296261	Levick	316	611-614	897510
Asotin			187052	Linn	42	811-814	372277
Benton	468	298	85-11399	Mason	Red 345	586-589	614095
Chelan	647	463-466	850800027	Okanogan	Red 89	1522-1523	722281
Chittam	714	403-408	47082	Pacific	8508	794-797	70748
Clark		0236-0281	85-08300100	Pend Oreille	64	650-659	187398
Columbia	Drewy 2D	Frame 514-517	8273	Pierce	278	1978-1981	850800226
Coville	960	1011-1014	85080016-A	San Juan	39	253-255	85136397
Douglas	M180	108-109	22718	Skiag	615	477-480	850800000
Ferry	M7	OR Page	18911	Skamania	61	829-832	99648
Franklin			44688	Snohomish	1919	1275-1279	850800000
Garfield			6081	Spokey	170	678-681	850800011
Grant	320	215-227	778217	Stevens	099	1082-1093	849030
Gray's Harbor		18630-18636	850800070	Thurston	1208	463-466	850800022
Island	827	2711-2714	850800089	Wahkiakum	066	0275-0278	36663
Jefferson	207	483-488	296871	Walla Walla	182	696-701	85080040
King	Red 351	FR 1638-1638	850800070	Whitman	851	1320-1322	1518393
Knap			850800073	Whitman			509971
Lewis	233	113-116	490258	Yakima	1167	1216-1217	2742891
Richland	135	829-862	199177				

A copy of such Supplemental Master Form Deed of Trust is hereby furnished to the person executing this Deed of Trust and by executing this Deed of Trust the Grantor acknowledges receipt of such Supplemental Master Form Deed of Trust.

The Property which is the subject of this Deed of Trust is not used principally or primarily for agriculture or farming purposes.

The undersigned Grantor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at the address hereinbefore set forth.

WITNESS the hand(s) and seal(s) of the Grantor(s) on the day and year first above written.

MUELLER DEVELOPMENT COMPANY,
 a Washington corporation
 BY: Henry J. Mueller
 Henry J. Mueller, President

CHAMBERS CREEK II,
 a Washington corporation
 BY: Henry J. Mueller
 Henry J. Mueller, President

STATE OF WASHINGTON

COUNTY OF KING

On this 9 day of March A.D. 1987, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared HENRY J. MUELLER

to me known to be the President and Secretary, respectively, of the corporation that executed the within and 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 each stated that he was 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 in this certificate above written.

[Signature]
Notary Public in and for the State of Washington residing at Seattle
My Commission Expires: 4/1/89

8703131170

STATE OF WASHINGTON

COUNTY OF KING

On this 9 day of March A.D. 1987, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared HENRY J. MUELLER

to me known to be the President and Secretary, respectively, of the corporation that executed the within and 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 each stated that he was 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 in this certificate above written.

[Signature]
Notary Public in and for the State of Washington residing at Seattle
My Commission Expires: 4/1/89

REQUEST FOR FULL RECONVEYANCE

To be used only when all obligations have been paid under the note and this deed of trust.

TO: TRUSTEE.

The undersigned is the legal owner and holder of the Note and all other indebtedness secured by the within Deed of Trust. Said Note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied, and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said Note above-mentioned and all other evidence of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated _____ 19____

Mail reconveyance to _____

Schedule "A"

Rider to Deed of Trust dated March 3, 1987, made by Mueller Development Company, a Washington corporation, as to Parcels 1 and 2, and Chambers Creek II, a Washington corporation, as to Parcel 3, as Grantor, Seattle-First National Bank, a national banking association, as Trustee, and Seafirst Mortgage Corporation, a Washington corporation, as Beneficiary.

Legal Description:

PARCEL 1

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THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY MARGIN OF DES MOINES WAY SOUTH WITH THE NORTHERLY MARGIN OF THE SOUTH 440 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;
THENCE NORTHEASTERLY ALONG SAID WESTERLY MARGIN OF DES MOINES WAY AND ALONG THE MARGIN THEREOF AS ESTABLISHED BY DEED RECORDED UNDER FILE NUMBER 6514093;
THENCE CONTINUING ALONG THE SOUTH, WEST AND NORTH MARGINS OF SOUTH 149TH PLACE AS ESTABLISHED BY SAID DEED RECORDED UNDER FILE NO. 6514093 AND CONTINUING NORTHEASTERLY ALONG THE MARGIN AS ESTABLISHED BY SAID DEED TO AN APEX AT THE SOUTHERLY MARGIN OF PRIMARY STATE HIGHWAY (SR 518);
THENCE WESTERLY ALONG THE SOUTHERLY MARGIN OF SAID PRIMARY STATE HIGHWAY (SR 518) TO AN INTERSECTION WITH THE EAST MARGIN OF EIGHTH AVENUE SOUTH AS CONVEYED TO KING COUNTY BY DEED RECORDED UNDER FILE NUMBER 3211805;
THENCE SOUTHERLY ALONG THE SAID EAST MARGIN OF EIGHTH AVENUE SOUTH TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;
THENCE EASTERLY ALONG SAID NORTH LINE TO THE EAST LINE OF THE WEST QUARTER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;
THENCE SOUTHERLY ALONG SAID EAST LINE TO THE NORTH LINE OF THE SOUTH 521.5 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;
THENCE EASTERLY ALONG SAID NORTH LINE A DISTANCE OF 5.5 FEET TO THE EAST LINE OF THE WEST 330 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;
THENCE SOUTHERLY ALONG THE SAID EAST LINE OF THE WEST 330 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER TO AN INTERSECTION WITH THE NORTH LINE OF THE SOUTH 440 FEET OF SAID SUBDIVISION;
THENCE EASTERLY ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

PARCEL 2

PARCEL A:

The Southwest quarter of the Northwest quarter of the Southeast quarter of Section 22, Township 20 North, Range 2 East of the W.M., in Pierce County, Washington and that portion of the Southwest quarter of the Southeast quarter in Section 22, Township 20 North, Range 2 East of the W.M., in Pierce County, Washington, lying North and West of Lemons Beach-Steilacoom County Road.

EXCEPT that portion of said premises described as follows:
Beginning at the intersection of the West line of said Southwest quarter of the Southeast quarter with the North line of the Lemons Beach-Steilacoom Road; thence North along the West line of said subdivision, 264 feet; thence East parallel with the North line of said subdivision, 110 feet; thence South parallel with the West line thereof to the North line of said Lemons Beach-Steilacoom Road; thence West along said road to the point of beginning.

EXCEPT Lemons Beach-Steilacoom County Road, in Pierce County, Washington.

PARCEL 2 (continued)

PARCEL B:

That portion of the Southeast quarter of the Northwest quarter of the Southeast quarter of Section 22, Township 20 North, Range 2 East of the W.M. lying Westerly of the Westerly right-of-way lines of Bridgeport Way West and Lemons Beach-Stellacoom County Road.
Situate in Pierce County, Washington.

PARCEL C:

An easement for ingress & egress to and from the North half of the Southwest quarter of the Northwest quarter of the Southeast quarter of Section 22, Township 20 North, Range 2 East of the Willamette Meridian for pedestrian and vehicular traffic and installation of utilities over and across the following described properties:

PARCEL C-1: A strip of land 20 feet in width being 10 feet on both sides of the following described centerline: Commencing at the Northeast corner of the North half of the Southwest quarter of the Northwest quarter of the Southeast quarter of Section 22, Township 20 North, Range 2 East of the Willamette Meridian; thence on the east line of the North half of the Southwest quarter of the Northwest quarter of the Southeast quarter of said Section 22 extended Northerly North 00°37'40" East 10

feet to the point of beginning of this centerline description; thence North 89°46'03" East 50 feet to a curve to the left with a radius of 30 feet and a tangent of 33.22 feet; thence North 06°03'32" West 103 feet to a curve to the right with a radius of 30 feet and a tangent of 21.38 feet; thence North 64°53'01" East to Bridgeport Way, being the terminus point of this centerline description.

PARCEL C-2: Beginning at the center of the Northwest quarter of the Southeast quarter of Section 22, Township 20 North, Range 2 East of the Willamette Meridian, thence West 46.669 feet; thence Northeasterly at an angle of 45 degrees to a point 46.669 feet due North to the beginning point; thence South 46.669 feet to the place of beginning.

PARCEL 3

PARCEL A

That part of the following described property lying westerly and southerly of the County Road known as Bridgeport Way, as the same existing on May 6, 1947, as follows:

Commencing at the northwest corner of the southwest quarter of the southeast quarter of Section 22, Township 20 North, Range 2 East of the W.M.; thence north 89°15' east 860 feet along the north line of said subdivision to the true point of beginning; thence south 0°14' west 1030.8 feet to the northerly line of Stellacoom-Meadow Park County Road; thence south 72°37' east 400 feet; thence on a curve to the left radius of 686.3 feet central angle of 27°0' a distance of 75 feet more less, to the east line of said subdivision; thence north 0°14' east 1170 feet, more or less, to the northeast corner of said subdivision; thence south 89°15' west 461.65 feet along the north line of said subdivision to the true point of beginning, in Pierce County, Washington.

EXCEPT therefrom that portion lying within Lemons Beach Stellacoom County Road.

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PARCEL 3 (continued)

PARCEL 2

All, that part of the southeast quarter of the southeast quarter of Section 22, Township 20 North, Range 2 east of the W.M., described as follows:

Commencing at the intersection of the southwesterly line of the County Road known as Bridgeport Way, as the same existed on May 6, 1947, with the west line of said southeast quarter of the southeast quarter of Section 22, Township 20 North, Range 2 East of the W.M.; thence south along said west line of southeast quarter of the southeast quarter 285 feet, more or less, to the northerly line of a County Road; thence easterly along said northerly line of County Road, 355 feet, more or less, to its intersection with the southwesterly line of of said Bridgeport Way; thence northwesterly along said southwesterly line of Bridgeport Way to the place of beginning, in Pierce County, Washington.

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SCHEDULE "B"

Rider attached to and forming part of Deed of Trust dated March 3, 1987 by Mueller Development Company, a Washington corporation, as to Parcels 1 & 2 and Chambers Creek II, a Washington corporation, as to Parcel 3 as Grantor, Seattle-First National Bank, a national banking association, as Trustee and Seafirst Mortgage Corporation, a Washington corporation, as Beneficiary.

ADDITIONAL TERMS AND CONDITIONS

The following new paragraphs have been added:

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55. Grantor further covenants and agrees with Beneficiary that in an event of a default in the payment of the note secured by the deed of trust dated April 28, 1986 and recorded on May 14, 1986 under Pierce County Recorder's No. 8605140285 and additionally secured by an assignment of rents dated May 1, 1986 and recorded May 14, 1986 under Pierce County Recorder's No. 8605140286 (the "First Cross Defaulted Note"), or of a default in the payment of the note secured by the deed of trust dated November 27, 1985 and recorded under Pierce County Recorder's No. 8512120261 on December 12, 1985 and assignment of rents dated November 27, 1985 and recorded December 12, 1985 under Pierce County Recorder's No. 8512120262 (the "Second Cross Defaulted Note"), or any default in observing the covenants and agreements contained in said deeds of trust or assignment of rents, the holder of the indebtedness shall have, in addition to such holder's rights of declaring the maturity of the above indebtedness as to which default will have been made, the option of likewise declaring the maturity of the other indebtednesses if owner thereof, even though such other loans be not then in default.

H.M.
H.M.
H.M.

56. If, at the time of repayment in full of the First Cross Defaulted Note, no default exists in either the Second Defaulted Note or the subject Note, Beneficiary agrees for itself, its successors and assigns that it will, upon request of Grantor, join with Grantor in requesting the Trustee to reconvey a portion of the premises secured hereby, specifically the parcel described as Property 3 in the Schedule "A" attached hereto. If, at the time of repayment in full of the Second Cross Defaulted Note, no default exists in either the First Cross Defaulted Note or the subject Note, Beneficiary agrees for itself, its successors and assigns that it will, upon request of Grantor, join with Grantor in requesting the Trustee to reconvey the portion of the premises secured hereby, specifically the parcel described as Property 2 in Schedule "A" attached hereto.

** or in the event of any default under the note and/or Deed of Trust on the subject property

H.M.

MAR 11 4 00 PM '87
BY THE
RICHARD
KING

RECEIVED THIS DAY

2811

FILED FOR RECORD AT REQUEST OF
TICOR FIRST INSURANCE CO.
1013 WESTERN AVENUE SUITE 200
SEATTLE, WA 98104

6703131170

after recording return to:
SEAFIRST REAL ESTATE GROUP
P.O. BOX C-34103 (D. Whitmore - CSC-14)
Seattle, Washington 98124-1103

RECEIVED THIS DAY

TICOR TITLE INSURANCE

Filed for Record at Request of Mar 13 1987 BY Mar 13 1987

AFTER RECORDING MAIL TO:
 TICOR TITLE INSURANCE
 1008 WESTERN AVE.
 SEATTLE, WA 98104

360923LC

THIS SPACE RESERVED FOR RECORDER'S USE

KING COUNTY EXCESS TAX PAID
 MAR 13 1987
 0930492

REVENUE STAMPS

4133 D
 111.00

8703131133

Statutory Warranty Deed

FORM L-88 (2-84)

THE GRANTOR RALPH G. HYETT III AND VICKI M. HYETT, HUSBAND AND WIFE
 for and in consideration of TEN AND NO-100 DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION
 in hand paid, conveys and warrants to MUELLER DEVELOPMENT COMPANY, A WASHINGTON CORPORATION
 the following described real estate, situated in the County of KING, State of Washington:

SEE EXHIBIT 'A' ON ATTACHED RIDER WHICH BY THIS REFERENCE IS MADE A PART HEREOF.

A 360923

SUBJECT TO: Easement recorded under Auditor's File No. 3018209
 Relinquishment of right of access under terms of deed recorded under Auditor's File No. 6514093
 Relinquishment of right of access under terms of deed recorded under Auditor's File No. 6474874
 Easement recorded under Auditor's File No. 7201210340



Dated this 3rd day of MARCH 1987

By Ralph G. Hyett III RALPH G. HYETT III
 By Vicki M. Hyett VICKI M. HYETT
 BY Ralph G. Hyett III ATTN: IN FACT

STATE OF WASHINGTON
 County of King

On this 11th day of March, A. D. 1987, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Ralph G. Hyett, III to me known to be the individual described in and who executed the foregoing instrument for himself and as attorney in fact of Vicki M. Hyett also therein described, and acknowledged to me that he signed and sealed the same as his voluntary act and deed and as the free and voluntary act and deed of the said Vicki M. Hyett for the uses and purposes therein mentioned, and on oath stated that the power of attorney authorizing the execution of this instrument has not been revoked and that the said Vicki M. Hyett is now living.

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

My Commission Expires 6-18-88

Barbara Adams
 Notary Public in and for the State of Washington
 residing at Seattle

EXHIBIT 'A'

4. The land referred to in this commitment is located in the county of King, State of Washington, and described as follows:

THAT PORTION OF THE NORTH 26 AND 2/3 RODS OF THE EAST 60 RODS OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 4 EAST W.M., IN KING COUNTY, WASHINGTON, LYING WEST OF THE 14TH AVENUE SOUTH TO DES MOINES ROAD (NOW DES MOINES WAY) INCLUDED WITHIN THE FOLLOWING DESCRIBED TRACT;

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF SAID DES MOINES WAY WITH THE NORTH LINE OF THE SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, AND RUNNING THENCE SOUTH 35°43'34" WEST ALONG SAID WESTERLY LINE OF DES MOINES WAY 481.20 FEET TO THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE CONTINUING SOUTH 35°43'34" WEST 65.93 FEET; THENCE SOUTH 89°58'45" WEST 129.02 FEET; THENCE NORTH 0°34'15" WEST 80 FEET; THENCE SOUTH 81°04'34" EAST 170.39 FEET TO THE TRUE POINT OF BEGINNING; EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON FOR HIGHWAY PURPOSES BY DEED RECORDED UNDER AUDITOR'S FILE NO. 6474874 AND EXCEPT ANY PORTION LYING WITHIN THAT PROPERTY CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER AUDITOR'S FILE NO. 6514093.

8703131133

TICOR TITLE INSURANCE

Filed for Record at Request of

AFTER RECORDING MAIL TO:
TICOR TITLE INSURANCE
1008 WESTERN AVE.
SEATTLE, WA 98104

3609221C

THIS SPACE RESERVED FOR RECORDER'S USE

MAR 17 3 46 PM '87

BY THE RECORDER

KING COUNTY

RECEIVED AT REQUEST OF

112.00
REVENUE STAMPS

KING COUNTY
EXCISE TAX PAID

MAR 13 1987

10930394

MAR 127 0
112.00

8703131127

Statutory Warranty Deed

FORM L-68 (2-84)

THE GRANTOR RALPH G. MORRIS, AS HIS SEPARATE ESTATE

for and in consideration of TEN AND NO-100 DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to MUELLER DEVELOPMENT COMPANY, A WASHINGTON CORPORATION the following described real estate, situated in the County of KING, State of Washington:

SEE EXHIBIT 'A' ON ATTACHED RIDER WHICH BY THIS REFERENCE IS MADE A PART HEREOF.

SUBJECT TO: Relinquishment of right of access under terms of deed recorded under Auditor's File No. 6097708
Relinquishment of right of access under terms of deed recorded under Auditor's File No. 6464355
Reservations contained in instrument recorded under Auditor's File No. 7512230628
Easement recorded under Auditor's File No. 3017451

A 3609221C-11-17

Dated this 3rd day of MARCH 1987

By RALPH G. MORRIS

STATE OF Washington Conveyance Tax

112.00

DEPT OF MARSHAL SERVICE

STATE OF WASHINGTON
COUNTY OF King

On this day personally appeared before me Ralph G. Morris to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 11th day of MARCH, 1987.
Notary Public in and for the State of Washington, residing at SEATTLE.
My appointment expires on 6-18-88

STATE OF WASHINGTON
COUNTY OF

On this day of 1987, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared and to me known to be the President and Secretary, respectively, of the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he 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
My appointment expires on

EXHIBIT A

4. The land referred to in this commitment is located in the county of King, State of Washington, and described as follows:

PARCEL A:

THAT PORTION OF THE NORTH 26 2/3 RODS OF THE EAST 60 RODS OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 4, EAST, W.M., IN KING COUNTY, WASHINGTON, LYING WEST OF THE WEST LINE OF DES MOINES ROAD (NOW KNOWN AS DES MOINES WAY) AS SAID RIGHT OF WAY EXISTED NOVEMBER 5, 1958, AND LYING WITHIN THE FOLLOWING DESCRIBED TRACT:

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF SAID DES MOINES WAY WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20 AND RUNNING THENCE SOUTH 35°43'34" WEST, ALONG SAID WESTERLY LINE OF DES MOINES WAY, 378.46 FEET TO THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE CONTINUING SOUTH 35°43'34" WEST ALONG SAID RIGHT OF WAY 102.74 FEET; THENCE NORTH 81°04'34" WEST 170.39 FEET; THENCE NORTH 0°34'15" WEST 92.02 FEET; THENCE NORTH 32°14'15" EAST 12.34 FEET; THENCE SOUTH 78°27'26" EAST 227.24 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THOSE PORTIONS OF THE ABOVE DESCRIBED TRACT, CONVEYED TO THE STATE OF WASHINGTON FOR HIGHWAY PURPOSES BY DEEDS RECORDED OCTOBER 20, 1956 AND JANUARY 29, 1969 UNDER AUDITOR'S FILE NOS. 6097708 AND 6464355, RESPECTIVELY.

PARCEL B:

THAT PORTION OF THE NORTH 26 2/3 RODS OF THE EAST 60 RODS OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT OF WAY LINE OF DES MOINES WAY SOUTH, AS SAID RIGHT OF WAY LINE EXISTED NOVEMBER 5, 1958, WITH THE NORTH LINE OF SAID SUBDIVISION; THENCE SOUTH 35°43'34" WEST, ALONG SAID RIGHT OF WAY LINE 378.46 FEET; THENCE NORTH 78°27'26" WEST TO INTERSECT A LINE DRAWN PARALLEL WITH AND 125 FEET SOUTHERLY, WHEN MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE SURVEY OF STATE HIGHWAY ROUTE 518 (SSH NO. 1-L), SSH NO. 1-K TO JCT. PSH NO. 1 FREEWAY, AND THE TRUE POINT OF BEGINNING; THENCE EASTERLY ALONG SAID PARALLEL LINE, TO INTERSECT A LINE DRAWN PARALLEL WITH AND 50 FEET NORTHWESTERLY, WHEN MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF SAID DES MOINES WAY SOUTH; THENCE SOUTHWESTERLY, ALONG SAID PARALLEL LINE, TO A POINT WHICH BEARS SOUTH 78°27'26" EAST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 78°27'26" WEST TO THE TRUE POINT OF BEGINNING.

8703131127

After recording return to

DEED OF TRUST (GENERAL)

SEAFIRST BANK
P. O. Box 3588
Seattle, WA 98124

THIS DEED OF TRUST is made this 10th day of September 1986
BETWEEN Mueller Development Company, a Washington corporation

whose address is 201- 19540 Pacific Highway South, Seattle, WA 98188
and Commonwealth Land Title Insurance Company of Philadelphia as Trustee.
whose address is 720 Olive Way, Suite 1000, Seattle, WA 98101
and SEATTLE FIRST NATIONAL BANK, Relationship Banking BRANCH, a national banking association.
as Beneficiary, whose address is P O Box 3586, SEATTLE, WA 98124

860911391

Grantor hereby irrevocably grants, bargains, sells and conveys to Trustee in trust, with power of sale, the following described property in King County, Washington:

See Exhibit A including Parcels A, B, and C (1-6)

H63222-10

RECORDED JAN 11 1986

SEP 11 1986

86/09/11 RECD F 10.00 #1391 D
CASHSL ***10.00

together with all interest and estate therein that the Grantor may hereafter acquire and together with the rents, issues and profits therefrom, all waters and water rights however evidenced or manifested, and all appurtenances, fixtures, attachments, tenements and hereditaments, now or hereafter belonging or appurtenant thereto

Grantor covenants the above described property is not used principally or primarily for agricultural or farming purposes.

THIS DEED IS FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantor incorporated by reference or contained herein and payment of the sum of One million seven hundred thirty three thousand one hundred sixty & no/100 DOLLARS

\$ 1,733,160.00 with interest thereon according to the terms of a promissory note dated September 10, 1986 payable to Beneficiary or order and made by Grantor; all renewals, modifications or extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

The Grantor covenants and agrees as follows:

- To pay all debts and debts secured hereby, when first, any cause the same shall become due. To keep the property free from statutory and governmental liens of any kind. That the Grantor is seized in fee simple of the property and owns outright every part thereof, that he has good right to make this Deed of Trust and that he will forever warrant and defend said property unto the Beneficiary, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. The Grantor upon request by mail will furnish a written statement duly acknowledged of the amount due on this Deed of Trust and whether any offsets or defenses exist against the debt secured hereby.
- To maintain the buildings and other improvements on the property in a rentable and tenable condition and state of repair, to neither commit nor suffer any waste, to properly comply with all requirements of the Federal, State and Municipal authorities and all other laws, ordinances, regulations, covenants, conditions, and restrictions respecting said property or the use thereof, and pay all fees or charges of any kind in connection therewith. Grantor shall permit Beneficiary or its agents the opportunity to inspect the property including the interior of any structures, at reasonable times and after reasonable notice.
- To maintain appropriate insurance, with premiums payable, on all of the property that is the subject of this Deed of Trust, as hereafter becoming part of said property, against loss by fire and other hazards, casualties and contingencies, including war damage, as may be required from time to time by the Beneficiary. Such insurance shall be in such amounts and for such periods of time as Beneficiary deems proper and shall provide loss payable clause without co-insurance in favor of and in favor of Beneficiary to B. Beneficiary. Grantor covenants upon demand of Beneficiary to deliver to the Beneficiary such policies and evidence of payment of premiums as Beneficiary requests.
- To pay all costs of suit, cost of this deed and a reasonable attorney's fee in any proceeding or suit brought by Beneficiary to foreclose this Deed of Trust.
- To pay in full or least thirty (30) days before delinquency all taxes, assessments and encumbrances, charges or fees which interest, that may now or hereafter be levied, assessed or claimed upon the property that is the subject of this Deed of Trust or any part thereof, which in any case appear to be due or payable hereon for which provision has not been made herebefore, and upon request will exhibit to Beneficiary official records, receipts, and to pay all taxes imposed upon, reasonable costs, fees and expenses of this Trust. On demand under this paragraph Beneficiary may, at its option, pay any such taxes, without notice of any other right of Beneficiary by reason of such default of Grantor, and Beneficiary shall not be liable to Grantor for a deficiency on any such option.
- To repay immediately on demand to Grantor all sums expended or advanced hereunder by or on behalf of Beneficiary or Trustee, with interest thereon at the rate of one percent (1%) per annum or the maximum rate permitted by law, if higher, until paid; and the amount due hereon shall be deemed to be a debt of Grantor. Failure to repay such expenditures or advances and interest within ten (10) days of the making of such demand will, at Beneficiary's option, constitute an event of default hereunder. At Beneficiary's option, it shall constitute an event of default hereunder if the necessary or reasonable expenses or advances and interest thereon, and in such event Grantor agrees to pay, in addition to the amount of such expenditures or advances, all costs and expenses incurred in such action, together with a reasonable attorney's fee.
- That in the event hereof in connection with all obligations of the Grantor herein or in said note, by accepting payment of any sum covered hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default hereunder to pay.
- All sums secured hereby shall become immediately due and payable, at the option of the Beneficiary without demand or notice, after any of the following events, each of which shall be an event of default: (a) default by Grantor in the payment of any installment secured hereby or in the performance or observance of any agreement contained herein; or (b) any assignment made by Grantor or the then owner of said property for the benefit of

860911391

[Heavily obscured and illegible text, likely a scan artifact or redacted content]

WITNESS the hand (s) and seal (s) of the Grantor (s) on the day and year first above written.

Mueller Development Company, a Washington corporation

by: [Signature]
its: President

STATE OF WASHINGTON

COUNTY OF _____

On this _____ day of _____, A.D., 19____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared _____

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

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

STATE OF WASHINGTON

COUNTY OF KING

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

On this 10th day of September, A.D., 19 86, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared HENRY J. MUELLER

and _____ to me known to be the _____ President and Secretary, respectively, of the corporation that executed the within and foregoing instrument, and acknowledged to me that _____ the instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath each stated that he was 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 in this certificate above written.

[Signature]
Notary Public in and for the State of Washington, residing at [Address]
My commission expires: 6/26/90

REQUEST FOR FULL RECONVEYANCE

To be used only when all obligations have been paid under the note and this deed of trust.

TO: TRUSTEE

This certificate is the legal owner and holder of the note and all other obligations secured by the within Deed of Trust. Said note, together with all other obligations secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidence of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to necessary, without warranty, to the parties designated by the terms of said Deed of Trust, all the same now held by you dissevered.

Done: _____ at _____

Notary Public in and for the State of Washington

EXHIBIT A

The land referred to in this Commitment is situated in the County of KING, State of Washington, and described as follows:

PARCEL A:

That portion of the north 26-2/3 rods of the east 60 rods of the southwest quarter of the northeast quarter of Section 20, Township 23 North, Range 4 East, W.M., in King County, Washington, lying west of Des Moines Way, described as follows:

Beginning at the intersection of the westerly line of Des Moines Way with the north line of said southwest quarter of the northeast quarter; thence south 35 degrees 43 minutes 34 seconds west along said westerly line of Des Moines Way, 547.13 feet; thence south 89 degrees 58 minutes 45 seconds west 129.02 feet to the true point of beginning; continuing south 89 degrees 58 minutes 45 seconds west 140 feet; thence north 0 degrees 34 minutes 15 seconds west 172.02 feet; thence north 89 degrees 58 minutes 45 seconds east 140 feet; thence south 0 degrees 34 minutes 15 seconds east 172.02 feet to the true point of beginning; EXCEPT that portion, if any, conveyed to the State of Washington by deed recorded under Recording Nos. 6154102 and 6424923.

PARCEL B:

The North 60 feet of the South 64 feet of the South 2 acres of the North 3 acres of the West quarter of the Southwest quarter of the Northeast quarter of Section 20, Township 23 North, Range 4 East, W.M., in King county, Washington; EXCEPT the West 30 feet thereof conveyed to King County for road by deed recorded under Auditor's File No. 3211805; and that portion lying within the State Highway Route 518, if any, as disclosed by King County Assessor's Maps.

PARCEL C:

Parcel 1:

The North 110 feet of South 2 acres of North 5 acres of West quarter of Southwest quarter of Northeast quarter of Section 20, Township 23 North, Range 4 East, W.M., in King County, Washing; n; EXCEPT the West 30 feet thereof conveyed to King County for road under Auditor's File No. 3228458;

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CLTIC NO.: H633222

AND

The South 4 feet of the South 2 acres of the North 3 acres of the West quarter of the Southwest quarter of the Northeast quarter of Section 20, Township 23 North, Range 4 East, W.M., in King County, Washington, EXCEPT the West 30 feet thereof conveyed to King County for road by deed recorded under Auditor's File No. 3211805;

AND

The West 5.2 feet of the following described property:

That portion of the Southwest quarter of the Northeast quarter of Section 20, Township 23 North, Range 4 East, W.M., in King County, Washington, described as follows:

Commencing at a point on the Westerly marginal line of Seattle-Des Moines Highway, which point bears North 35 degrees 44 minutes 40 seconds East, along the said Westerly marginal line, 1,096.61 feet from the South boundary line of said Southwest quarter; running thence South 89 degrees 54 minutes 20 seconds West 559.85 feet to a post; thence South 00 degrees 22 minutes 10 seconds West 82.1 feet to a post; thence North 89 degrees 54 minutes 20 seconds East 501.22 feet to a post on the said Westerly marginal line; thence North 35 degrees 44 minutes 40 seconds East, along the said Westerly marginal line 101.28 feet to the point of beginning.

Parcel 2:

The South 2 acres of the North 5 acres of the West quarter of the Southwest quarter of the Northeast quarter, Section 20, Township 23 North, Range 4 East, W.M., King County, Washington, EXCEPT the North 110 feet thereof; AND EXCEPT the West 30 feet for County Road. AND EXCEPT that portion, if any, lying within the south one half of said west quarter;

Parcel 3:

That portion of the North 440 feet of South 880 feet of East 990 feet of the Southwest quarter of the Northeast quarter of Section 20, Township 23 North, Range 4 East, W.M., lying Westerly of County Road, EXCEPT that portion thereof described as follows:

Beginning at a point on the Westerly marginal line of the Seattle-Des Moines Highway which point bears North 35 degrees 44 minutes 40 seconds East, along the said Westerly marginal line, 1,096.61 feet from the South boundary line of said Southwest quarter; running thence South 89 degrees 54 minutes 20 seconds West 559.85 feet to a post; thence South 00 degrees 22 minutes 10 seconds West 82.1 feet to a post; thence North 89 degrees 54 minutes 20 seconds East 501.22 feet to a post on the said Westerly marginal line; thence North 35 degrees 44 minutes 40 seconds East, along the said Westerly marginal line 101.28 feet to the point of beginning; AND EXCEPT portion conveyed to the State of Washington by deed recorded under Recording No. 6514093.

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CLTIC NO.: B633223

Parcel 4:

That portion of the Southwest quarter of the Northeast quarter of Section 20, Township 23 North, Range 4 East, W.M., described as follows:

Commencing at a point on the Westerly marginal line of the Seattle-Des Moines Highway which point bears North 35 degrees 44 minutes 40 seconds East, along the said Westerly marginal line, 1,096.61 feet from the South boundary line of said Southwest quarter; running thence South 89 degrees 54 minutes 20 seconds West 559.85 feet to a post; thence South 00 degrees 22 minutes 10 seconds West 82.1 feet to a post; thence North 89 degrees 54 minutes 20 seconds East 501.22 feet to a post on the said Westerly marginal line; thence North 35 degrees 44 minutes 40 seconds East, along the said Westerly marginal line 101.28 feet to the point of beginning; EXCEPT portion conveyed to the State of Washington by deed recorded under Recording No. 6514093.

Parcel 5:

That portion of the North 26 2/3 rods of the East 60 rods of the Southwest quarter of the Northeast quarter of Section 20, Township 23 North, Range 4 East, W.M., lying West of the 14th Avenue South to Des Moines Road (now known as Des Moines Way) included within the following described tract:

Beginning at the intersection of the Westerly line of said Des Moines Way with the North line of the said Southwest quarter of the Northeast quarter of Section 20, and running thence South 35 degrees 43 minutes 34 seconds West along said Westerly line of Des Moines Way, 547.13 feet; thence South 89 degrees 58 minutes 45 seconds West 269.02 feet to the true point of beginning of the tract herein described; continuing thence South 89 degrees 58 minutes 45 seconds West 280.00 feet; thence North 00 degrees 34 minutes 15 seconds West 172.02 feet; thence North 89 degrees 58 minutes 45 seconds East 280.00 feet; thence South 00 degrees 34 minutes 15 seconds East 172.02 feet to the true point of beginning; EXCEPT that portion conveyed to the State of Washington by Deed recorded under Recording No. 6514093.

Parcel 6:

That portion of the North 64 feet of the South 128 feet of the North 3 acres of the West one-quarter of the Southwest quarter of the Northeast quarter of Section 20, Township 23 North, Range 4 East, W.M., lying Southerly of the following described right of way line:

Beginning at the intersection of the South line of the above described tract with a line drawn parallel with and 125 feet Southerly, when measured at right angles, from the center line survey of State Highway Route 518; thence Easterly, along said parallel line, to a point opposite Highway Engineer's Station 39+00 on said center line survey;

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CLTIC NO.: H633222

thence Northeasterly to a point opposite Highway Engineer's Station
40+50 on said center line survey and 100 feet Southeasterly therefrom
and the end of this right of way line description.

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APPROVED FOR RECORD FILE
RECORDED
SEPT 11 '86
PR. 11321



Conveyance Tax

940.00

FILED FOR RECORD CITY'S USE

FILED FOR RECORD AT REQUEST OF

STATE OF WASHINGTON
REVENUE OFFICE
HARRISBURG, PA.

SEP 11 1986

WHEN RECORDED RETURN TO

Name: GREAT AMERICAN TRUST & ESCROW CO.
Address: 28727 PACIFIC HWY. SO. #101
City, State, Zip: FEDERAL WAY, WA. 98003

KING COUNTY EXCISE TAX PAID
SEP 11 1986
60897833

86/09/11 RECD F CRSHSL 9.00 \$1387 D *****9.00

Escrow 86-03-1010

Statutory Warranty Deed

THE GRANTORS, HAROLD MALINAK and GRACE G. MALINAK, who acquired title as GRACE G. ARNOLD, husband and wife,

for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION

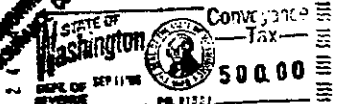
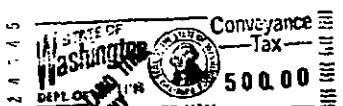
in hand paid, conveys and warrants to MUELLER DEVELOPMENT COMPANY, a Washington Corporation, GRANTEE,

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

Same as set forth in Exhibit "A" attached hereto and incorporated herein by reference.

SUBJECT TO: Easements, Reservations, Restrictions, Covenants, Conditions and rights of way of record, if any, more fully set forth in Exhibit "B" attached hereto and incorporated herein by reference.

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1622879-1



Dated SEPTEMBER 9, 1986

Harold Malinak
HAROLD MALINAK

Grace G. Malinak
GRACE G. MALINAK, who acquired title as
GRACE G. ARNOLD

STATE OF WASHINGTON
COUNTY OF KING

On this day personally appeared before me HAROLD MALINAK and GRACE G. MALINAK, husband and wife, as one 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.

Notary Public in and for the State of Washington
My commission expires: 5/25/90

STATE OF WASHINGTON
COUNTY OF

On this day of before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared and acknowledged to me known to be the President and Secretary, respectively, of the corporation that executed the foregoing instrument, and acknowledged the execution by the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on each stated that authorized to execute the said instrument and that the said instrument is the corporate act of said corporation.

Notary Public in and for the State of Washington, calling at

EXHIBIT "A"

Parcel 1:

The North 110 feet of South 2 acres of North 5 acres of West quarter of Southwest quarter of Northeast quarter of Section 20, Township 23 North, Range 4 East, W.M., in King County, Washington;
EXCEPT the West 30 feet thereof conveyed to King County for road under Auditor's File No. 3228458;

AND

The South 4 feet of the South 2 acres of the North 3 acres of the West quarter of the Southwest quarter of the Northeast quarter of Section 20, Township 23 North, Range 4 East, W.M., in King County, Washington,
EXCEPT the West 30 feet thereof conveyed to King County for road by deed recorded under Auditor's File No. 3211805;

AND

The West 5.2 feet of the following described property:

That portion of the Southwest quarter of the Northeast quarter of Section 20, Township 23 North, Range 4 East, W.M., in King County, Washington, described as follows:

Commencing at a point on the Westerly marginal line of Seattle-Des Moines Highway, which point bears North 35 degrees 44 minutes 40 seconds East, along the said Westerly marginal line, 1,096.61 feet from the South boundary line of said Southwest quarter;
running thence South 89 degrees 54 minutes 20 seconds West 559.85 feet to a post;
thence South 00 degrees 22 minutes 10 seconds West 82.1 feet to a post;
thence North 89 degrees 54 minutes 20 seconds East 501.22 feet to a post on the said Westerly marginal line;
thence North 35 degrees 44 minutes 40 seconds East, along the said Westerly marginal line 101.28 feet to the point of beginning.

Parcel 2:

The South 2 acres of the North 5 acres of the West quarter of the Southwest quarter of the Northeast quarter, Section 20, Township 23 North, Range 4 East, W.M., King County, Washington,
EXCEPT the North 110 feet thereof;
AND EXCEPT the West 30 feet for County Road.
AND EXCEPT that portion, if any, lying within the south one half of said west quarter;

Parcel 3:

That portion of the North 440 feet of South 880 feet of East 990 feet of the Southwest quarter of the Northeast quarter of Section 20, Township 23 North, Range 4 East, W.M., lying Westerly of County Road,
EXCEPT that portion thereof described as follows:

Beginning at a point on the Westerly marginal line of the Seattle-Des Moines Highway which point bears North 35 degrees 44 minutes 40 seconds East, along the said Westerly marginal line, 1,096.61 feet from the South boundary line of said Southwest quarter;
running thence South 89 degrees 54 minutes 20 seconds West 559.85 feet to a post;
thence South 00 degrees 22 minutes 10 seconds West 82.1 feet to a post;
thence North 89 degrees 54 minutes 20 seconds East 501.22 feet to a post on the said Westerly marginal line;
thence North 35 degrees 44 minutes 40 seconds East, along the said Westerly marginal line 101.28 feet to the point of beginning;
AND EXCEPT portion conveyed to the State of Washington by deed recorded under Recording No. 651493.

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Parcel 4:

That portion of the Southwest quarter of the Northeast quarter of Section 20, Township 23 North, Range 4 East, W.M., described as follows:

Commencing at a point on the Westerly marginal line of the Seattle-Des Moines Highway which point bears North 35 degrees 44 minutes 40 seconds East, along the said Westerly marginal line, 1,096.61 feet from the South boundary line of said Southwest quarter; running thence South 89 degrees 54 minutes 20 seconds West 559.85 feet to a post; thence South 00 degrees 22 minutes 10 seconds West 82.1 feet to a post; thence North 89 degrees 54 minutes 20 seconds East 501.22 feet to a post on the said Westerly marginal line; thence North 35 degrees 44 minutes 40 seconds East, along the said Westerly marginal line 101.28 feet to the point of beginning; EXCEPT portion conveyed to the State of Washington by deed recorded under Recording No. 6514093.

Parcel 5:

That portion of the North 26 2/3 rods of the East 60 rods of the Southwest quarter of the Northeast quarter of Section 20, Township 23 North, Range 4 East, W.M., lying West of the 14th Avenue South to Des Moines Road (now known as Des Moines Way) included within the following described tract:

Beginning at the intersection of the Westerly line of said Des Moines Way with the North line of the said Southwest quarter of the Northeast quarter of Section 20, and running thence South 35 degrees 43 minutes 34 seconds West along said Westerly line of Des Moines Way, 547.13 feet; thence South 89 degrees 58 minutes 45 seconds West 269.02 feet to the true point of beginning of the tract herein described; continuing thence South 89 degrees 58 minutes 45 seconds West 280.00 feet; thence North 00 degrees 34 minutes 15 seconds West 172.02 feet; thence North 89 degrees 58 minutes 45 seconds East 280.00 feet; thence South 00 degrees 34 minutes 15 seconds East 172.02 feet to the true point of beginning; EXCEPT that portion conveyed to the State of Washington by Deed recorded under Recording No. 6514093.

Parcel 6:

That portion of the North 64 feet of the South 128 feet of the North 3 acres of the West one-quarter of the Southwest quarter of the Northeast quarter of Section 20, Township 23 North, Range 4 East, W.M., lying Southerly of the following described right of way line:

Beginning at the intersection of the South line of the above described tract with a line drawn parallel with and 125 feet Southerly, when measured at right angles, from the center line survey of State Highway Route 518; thence Easterly, along said parallel line, to a point opposite Highway Engineer's Station 39+00 on said center line survey; thence Northeasterly to a point opposite Highway Engineer's Station 40+50 on said center line survey and 100 feet Southeasterly therefrom and the end of this right of way line description.

860911387

EXHIBIT "B"

8609111387

1. EASEMENT AND THE TERMS AND CONDITIONS THEREOF.
Purpose: Ingress and egress
Affects: Parcel 3
Disclosed by: Instrument recorded under Recording No. 1247006
2. EASEMENT AND THE TERMS AND CONDITIONS THEREOF.
Grantee: Puget Sound Power and Light Company, a Massachusetts corporation
Purpose: Electric line
Affects: Parcel 3
Recorded: June 8, 1936
Recording No.: 2900598
3. EASEMENT AND THE TERMS AND CONDITIONS THEREOF.
Grantee: King County
Purpose: Ditch
Affects: Parcel 2
Recorded: January 17, 1938
Recording No.: 2980983
4. EASEMENT provisions disclosed by instrument.
Purpose: Slopes, cuts and fills
Affects: Portion of the premises adjoining the street or road
Recording No.: 3211787
5. EASEMENT provisions disclosed by instrument.
Purpose: Slopes, cuts and fills
Affects: Portion of the premises adjoining the street or road
Recording No.: 3228458
6. EASEMENT AND THE TERMS AND CONDITIONS THEREOF.
Grantee: King County
Purpose: Drainage easement
Affects: The Southerly 10 feet of Parcel 1
Recorded: February 22, 1974
Recording No.: 7402220256
7. EASEMENT AND THE TERMS AND CONDITIONS THEREOF.
Grantee: King County
Purpose: Drainage easement
Affects: Portion of East 3/4 of Southwest quarter of Northeast quarter lying Westely of Des Moines Road, less North 522.1 feet, less South 440 feet, West 16 feet of South 238 feet more or less for road less state highway; Centerline of said 10 foot strip described as follows:
Beginning on the Northerly property line; 270.84 feet Easterly from Northwest property corner; thence South 1 degree 28 minutes 17 seconds West a distance of 85 feet; thence South 70 degrees 11 minutes 43 seconds East a distance of 115 feet; to a terminus on Westerly margin of Des Moines Way, being a portion of Parcel 3
Recorded: February 22, 1974
Recording No.: 7402220257

860911387

8. EASEMENT AND THE TERMS AND CONDITIONS THEREOF.
Grantee: King County
Purpose: Easement for slopes
Affects: The Easterly 1 foot of Parcel 3 less
portion deeded to state highway
Recorded: June 13, 1972
Recording No.: 7206130565
9. RELINQUISHMENT OF ALL EASEMENTS existing, future or potential, for
access, light, view and air, and all rights of ingress, egress and
regress to, from and between the premises and the highway or
highways to be constructed on land conveyed by deed;
To: State of Washington
Dated: March 21, 1977
Recorded: March 24, 1977
Recording No.: 7703240775
- AFFECTS: Parcel 6
10. RELINQUISHMENT OF ALL EASEMENTS existing, future or potential, for
access, light, view and air, and all rights of ingress, egress and
regress to, from and between the premises and the highway or
highways to be constructed on land conveyed by deed;
To: State of Washington
Dated: April 21, 1969
Recorded: May 22, 1969
Recording No.: 6514093
- AFFECTS: Parcels 3, 4, and 5



STEWART TITLE COMPANY
of Washington, Inc.

FILED FOR RECORD AT REQUEST OF

RECEIVED THIS DAY

THIS SPACE PROVIDED FOR RECORDER'S USE:

SEP 11 2 17 PM '86

BY RECORDER KING CO

86/09/11 RECD F 5.00 #1362 B CASHSL *****5.00

860911362

WHEN RECORDED RETURN TO
Name: GREAT AMERICAN TRUST & ESCROW CO.
Address: 28727 PACIFIC HWY., SOUTH #101
City, State, Zip: FEDERAL WAY, WA 98003

Escrow 86-06-002B

Statutory Warranty Fulfillment Deed

THE GRANTOR, LINDA FORTHEN also appearing of record as LINDA O. FORTHEN, GUARDIAN OF THE ESTATE OF FRANKLIN EVANS II, a minor, King County Guardianship Number 81-4-50343-5.

for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION

is here paid, conveyed and warrants to STEVE D. FORTHEN and LINDA O. FORTHEN, husband and wife, GRANTEES,

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

The North 60 feet of the South 64 feet of the South two (2) acres of the North three (3) acres of the West quarter of the Southwest quarter of the Northeast quarter of Section 20, Township 23 North, Range 4 East, W.M., in King County, Washington;
EXCEPT the West 30 feet thereof conveyed to King County for road by Deed recorded under Recording Number 3211805.

SALES TAX PAID ON CONTRACT AFF. NO. 895241 KING CO. RECORDS DIVISION

Situate in the County of King, State of Washington.

This deed is given in fulfillment of that certain real estate contract between the parties hereto, dated June 4, 1981, 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 AUGUST 28, 1986, Rec. No. 8895241

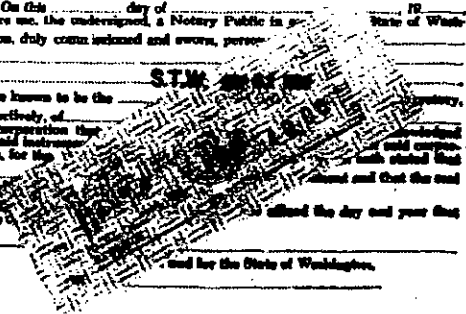
Dated SEPTEMBER 8, 1986.

Linda Forten
LINDA FORTHEN, GUARDIAN OF THE ESTATE OF FRANKLIN EVANS, II, a minor

STEWART TITLE 40382.2

STATE OF WASHINGTON
COUNTY OF KING
On this day personally appeared before me LINDA FORTHEN, Guardian of the Estate of FRANKLIN EVANS, II, a minor to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as Linda Forten, her act and deed, for the uses and purposes therein mentioned, being duly authorized under King Co. Guardianship No. 81-4-50343-5.
I, Notary Public in and for the State of Washington, do hereby certify that she executed the above and attested that she executed the same on the day and year that she so stated she executed the same and that she is duly qualified to perform the duties of a Notary Public in and for the State of Washington.
My Commission expires: 6/26/90

STATE OF WASHINGTON
COUNTY OF KING
On this day of _____, 1986, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ and _____, respectively, of the Corporation that the said instrument was executed for the use and behoof of said corporation, and that the said _____ and _____ do hereby certify that they executed the above and attested that they executed the same on the day and year that they so stated they executed the same and that they are duly qualified to perform the duties of a Notary Public in and for the State of Washington.





STEWART TITLE COMPANY
of Washington, Inc.

RECEIVED THIS DAY

THIS SPACE PROVIDED FOR RECORDER'S USE

FILED FOR RECORD AT REQUEST OF



2 17 PM '86

8609111361

WHEN RECORDED RETURN TO

Name GREAT AMERICAN TRUST & ESCROW CO.

86/09/11

#1361 B

Address 28727 PACIFIC HWY. SOUTH #101

RECD F

5.00

CASHSL

**\$5.00

City State Zip FEDERAL WAY, WA. 98003

Escrow 86-06-0028

Statutory Warranty Deed

THE GRANTOR S, STEVE D. PORTHEN and LINDA O. PORTHEN, husband and wife,

for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION

in hand paid, conveys and warrants to MUELLER DEVELOPMENT COMPANY, a Washington Corporation, GRANTEE,

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

The north 60 feet of the south 64 feet of the south 2 acres of the north 3 acres of the west quarter of the southwest quarter of the northeast quarter of Section 20, Township 23 North, Range 4 East, W.M., in King County, Washington;
EXCEPT the west 30 feet thereof conveyed to King County for road by deed recorded under Recording Number 3211805.
Situate in the County of King, State of Washington.

STEWART TITLE 103822

Dated SEPTEMBER 8, 1986

Steve D. Porthen
STEVE D. PORTHEN

Linda O. Porthen
LINDA O. PORTHEN

STATE OF WASHINGTON, }
County of KING }

I hereby certify that I know the satisfactory evidence of the signatures and identities of Steve D. Porthen and Linda O. Porthen, and that they executed this instrument free and voluntary as to the uses and purposes recited in this instrument.

Notary Public in and for the State of Washington,
My commission expires 6/28/90

LPB No 10

STATE OF WASHINGTON, }
County of }

I certify that I know *S.J.W. 8/11/86* and that I am a duly qualified and sworn Notary Public in and for the State of Washington, and possess authority to perform the duties of my office.

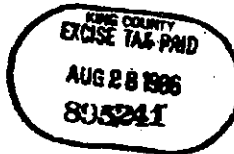
Notary Public in and for the State of Washington,
residing at

My appointment expires

8608281275

1701829998

REAL ESTATE CONTRACT



THIS CONTRACT, made and entered into this 4th day of June, 1981

between Linda Porthen, as Administrator of the Estate of Evelyn D. Moore, King County Cause No. 80-4-01698-6

hereinafter called the "seller," and

Steve D. Porthen and Linda O. Porthen, husband and wife

6.00
61072 E
6.00
61072 E

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 North 60 feet of the South 64 feet of the South 2 acres of the North 3 acres of the West Quarter of the Southwest Quarter of the Northeast Quarter of Section 20, Township 23 North, Range 4 East, W.M., in King County, Washington; EXCEPT the West 30 feet thereof conveyed to King County for Road by Deed Recorded under Auditor's File #3211805;

more commonly known as 14834 8th Avenue So., Seattle, WA.

The terms and conditions of this contract are as follows: The purchase price is Thirty-six thousand Ten Thousand (\$ 36,000.00) Dollars, of which Ten Thousand (\$ 10,000.00) Dollars have been paid, the unpaid balance is hereby acknowledged, and the balance of said purchase price shall be paid as follows: Assumption of underlying Loomis & Nettleton contract plus ninety (\$ 90.00) Dollars, or more at purchaser's option, on or before the 1st day of July, 1981, and Ninety dollars or more (\$ 96.00) 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 diminished balance of said purchase price at the rate of 9% per cent per annum from the 1st day of July, 1981, which interest shall be deducted from each monthly payment and the balance of each payment applied in reduction of principal. All payments to be made hereunder shall be made at or at such other place as the seller may direct in writing.

RECEIVED KING COUNTY RECORDS DIVISION JUN 28 1 21 PM '86

As defined in this contract, "date of closing" shall be the date of possession

(1) The purchaser assumes and agrees to pay before closing all taxes and assessments that may be levied against or assessed against the real estate hereunder between a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, or trust 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 closing.

(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 such fire and windstorms in a company acceptable to the seller and for the seller's benefit, at his expense, and to pay all premiums therefor and to deliver all policies and renewals issued to the seller.

(3) The purchaser agrees that full payment of said real estate has been made, and that neither the seller nor his assigns shall be held to any covenant or agreement for the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either 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 liability for damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the building of said real estate, in any part thereof for public use; and agrees that in 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 consideration 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 consideration 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 delivered 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 a covered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of this insurance in standard form, or a continuation thereof, issued by a company acceptable to the purchaser, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in title to said real estate as of the date of closing and containing no exceptions other than the following:

- a. Physical general exceptions appearing in said policy form;
- b. Easement encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance is rendered 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.

8608281275

8608281012

(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 statutory warranty (Executor's deed) deed to said real estate, excepting any part thereof heretofore 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 water 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 of 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 enforcement 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 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 recording 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.

Linda Parthen (ms)
Administratrix of (ms)
Evelyn Moore's Estate (ms)
and personally (ms)
Steve D. Parthen Personally (ms)

STATE OF WASHINGTON,

County of King

On this day personally appeared before me *Linda and Steve D. Parthen, personally*

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

4 day of *June* 1981
David H. Helver
Notary Public in and for the State of Washington,
residing at *Meach Island*

FILED for Record at Request of:

Name: *Beth Heffer*
Address: *Great America Esen*
25727 Pac. Hwy So #101
Federal Hill 98003

06-00-00 81275 D
RECD F 6.00
CRSHSL ***6.00



PIONEER NATIONAL
TITLE INSURANCE

A TICO COMPANY

Filed for Record at Request of

AFTER RECORDING MAIL TO:

BRANTFORD-ANN GARDING
1300 Hope Building
2nd and Cherry
Seattle, Washington 98104

THIS SPACE RESERVED FOR RECORDER'S USE

RECEIVED THIS DAY
MAY 29 3 08 PM '81
BY THE CLERK OF
RECORDS & DEEDS
KING COUNTY, WA

REAL ESTATE CONTRACT

KING COUNTY EXCISE TAX - PMD AUG 28 1986 895241

THIS CONTRACT, made and entered into this 4th day of June, 1981

between Linda Porthen, as Administrator of the Estate of Evelyn D. Moore, King County Cause No. 80-4-01698-6

hereinafter called the "seller," and Steve D. Porthen and Linda O. Porthen, husband and wife, CRSHSL 86/08/28 6.00 #1012 E 6.00

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 North 60 feet of the South 64 feet of the South 2 acres of the North 3 acres of the West Quarter of the Southwest Quarter of the North East Quarter of Section 20, Township 23 North, Range 4 East, W.M., in King County, Washington; EXCEPT the West 30 feet thereof conveyed to King County for Road by Deed Recorded under Auditor's File #3211805;

more commonly known as 14834 8th Avenue So., Seattle, WA.

8608281012

The terms and conditions of this contract are as follows: The purchase price is Thirty-six thousand Ten Thousand (\$ 36,000.00) Dollars, of which (\$ 10,000.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: Assumption of underlying Localis & Nettleton contract plus ninety (\$90.00) Dollars, or more at purchaser's option, on or before the 1st day of July, 1981, and Ninety dollars or more (\$90.00) 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 outstanding balance of said purchase price at the rate of 9% per cent per annum from the 1st day of July, 1981, 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 or at such other place as the seller may direct in writing.

RECEIVED THIS DAY Aug 29 1 23 PM '86 BY THE CLERK OF KING COUNTY

As referred to in this contract, "date of closing" shall be possession

- (1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be levied against or assessed against the real estate... (2) The purchaser agrees to pay the purchase price in full... (3) The purchaser agrees that full inspection of said real estate has been made... (4) The purchaser assumes all liability of damage to or destruction of any improvements... (5) The seller has delivered, or agrees to deliver within 15 days... a. Printed general exceptions... b. Liens or encumbrances... c. Any existing contract or contracts...

8608281012

(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 added 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 statutory warranty (Executor's deed) deed to said real estate, excepting any part thereof hereinafter 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 reconstruction 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) It is the intent of the parties to 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 ascertaining 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.
Steve D. Patton (SAL)
Administrator of (SAL)
Michael McGee's Estate (SAL)
and personally (SAL)
Steve D. Patton Personally

STATE OF WASHINGTON }
County of King }

GIVEN under my hand and official seal this 4 day of June 1981
Paul H. Halverson
Notary Public in and for the State of Washington
residing at Meier Island

FILED FOR RECORD at Request of:
Name Beth Heffer
Address Great America Esen
1877 Pat. Hwy. So #101
Federal Way WA 98003

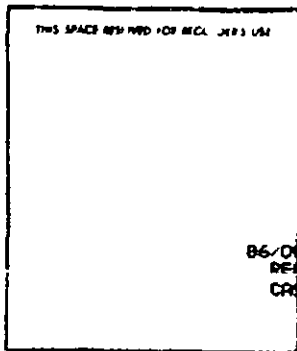
PIONEER NATIONAL
TITLE INSURANCE
A TRICOR COMPANY
Filed for Record at Request of
AFTER RECORDING MAIL TO:
HANVERSON AND GIBSON
1300 Rose Building
2nd and Cherry
Seattle, Washington 98104

THIS SPACE RESERVED FOR RECORDING USE



A TICOOR COMPANY
Filed for Record at Request of

AFTER RECORDING MAIL TO:
Steve D. Porthen
14934 8^{1/2} Ave So
Sum Wn 98148



ORIGINAL
RECEIVED THIS DAY
MAY 23 11 45 AM '86
86-08-05
DEED F
CRHSL
5.00
01279 D
\$5.00

860-051279

Satisfaction of Mortgage

Form L58

KNOW ALL MEN BY THESE PRESENTS: That Virginia Mason Hospital Inc.
by an authorized signator

the owner and holder of that certain mortgage bearing date the 15th day of May, 1981

dated by Steve D. Porthen and Linda O. Porthen

to secure payment of the sum of Six Thousand, Five Hundred Ninety Seven and
59/100 Dollars (\$ 6,597.59) and interest.

and recorded in the office of the County Auditor of King County, State of Washington,
in Volume of Mortgages, at page
being Auditor's File No. 810908 0651
does hereby acknowledge that the said mortgage
has been FULLY SATISFIED AND DISCHARGED, and does hereby authorize and direct the said County A. Clerk
to enter full satisfaction thereof of record.

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers and
its corporate seal to be hereunto affixed this day of

Virginia Mason Hospital
By [Signature]
President
By [Signature]
Secretary

STATE OF WASHINGTON,
County of KING

on this 29th day of December, 1983, before me, the

undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared
Fred E. Cleveland, M.D. and Jacklyn Neurk
known to me to be the President and Secretary, respectively, of Virginia Mason Hospital

the said Fred E. Cleveland and Jacklyn Neurk, and acknowledged the said instrument to be the free and
voluntary act and deed of the said corporation, for the uses and purposes therein mentioned, and on each stated that
the said Fred E. Cleveland and Jacklyn Neurk are the proper officers of the said corporation and that the seal affixed is the corporate seal of said corporation.



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

AND WHEN RECORDED WAS TO
Merrill Lynch Mortgage Corp.
213 S.W. 153 Seattle 98166
After Recording return to:

Name: MERRILL LYNCH MORTGAGE CORPORATION
Address: 213 S.W. 153 SEATTLE WA 98166
City & State: SEATTLE WA 98166

Filed for Record at Request of
FIRST AMERICAN TITLE
FOURTH & OLNEY HARBOR BLDG.
SEATTLE, WA 98121

4.089 E
10.50
25

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Corporation Assignment of Deed of Trust

8308301089

100771 33

1ST AM-S

For Value Received, the undersigned hereby grants, assigns and transfers to
Security Pacific Mortgage Corporation
2460 W. 26th Ave. Denver, Co. 80211
all beneficial interest under that certain Deed of Trust dated August 24, 1983, executed by
Ralph G. Hyett III and Vicki M. Hyett husband and wife
Trustor, to
First American Title Insurance Company, Trustee,
and recorded as Instrument No. 8308250633 on August 29, 1983 in book _____
page _____ of Official Records in the County Recorder's office of King County,
Washington, describing land therein as:

AS DESCRIBED ON DEED OF TRUST AND REFERRED TO HEREIN **AUG 30 3 54 PM '83**

BY THE DIVISION OF
RECORDS & COLLECTIONS
KING COUNTY

Together with the note or notes therein described or referred to, the money due and to become due thereon with
interest, and all rights accrued or to accrue under said Deed of Trust.

Dated August 29, 1983

STATE OF CALIFORNIA, SS.
COUNTY OF SAN DIEGO

On August 29, 1983 before me, the under-
signed, a Notary Public in and for said State, personally appeared
Elvera J. Massarini

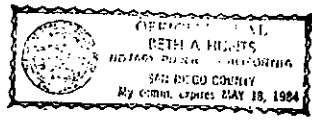
known to me to be the Assistant Vice President, and
Susan C. Coley, known to me to be the

Assistant Secretary of the corporation that executed the within instru-
ment, known to me to be the persons who executed the within instrument
on behalf of the corporation therein named, and acknowledged to me
that such corporation executed the within instrument pursuant to its by-
laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature Beth Hunts
Beth Hunts
Name (Print or Type)

MERRILL LYNCH MORTGAGE CORPORATION
Elvera J. Massarini
Elvera J. Massarini, Asst. Vice President
By Susan C. Coley
Susan C. Coley, Assistant Secretary



Title Order No. _____ Loan No. _____

CFNC 05-359-1/90

STATE OF WASHINGTON

Filed for Record at Request of
FIRST AMERICAN TITLE DEED OF TRUST
FOURTH & BLANCHARD BLDG
SEATTLE, WA 98121

This form is used in connection with deeds of trust insured under the one- to four-family provisions of the National Housing Act.

THIS DEED OF TRUST, is made this 24th day of AUGUST, 1983

BETWEEN RALPH G. HYETT III and VICKI M. HYETT, husband and wife as Grantor,

whose address is 14933 Des Moines Way South, Seattle, Washington 98168

and FIRST AMERICAN TITLE INSURANCE COMPANY as Trustee,

whose address is Fourth and Blanchard Building, Seattle, Washington 98121

and MERRILL LYNCH MORTGAGE CORPORATION

as Beneficiary,

whose address is 10350 North Torrey Pines Road, La Jolla, California 92037

Grantor hereby irrevocably grants, bargains, sells and conveys to Trustee in trust, with power of sale, the following described property in KING County, Washington:

LEGAL DESCRIPTION IS HERETO ATTACHED AND MADE A PART HEREOF:

RECORDED
REAL ESTATE
COUNTY

RECORDED THIS DAY
AUG 29 12 01 PM '83
BY THE DIVISION OF
RECORDS & ELECTIONS
KING COUNTY

8308290633

35

100771

1ST AM-S

TOGETHER WITH all easements, hereditaments, and appurtenances now or hereafter thereto, belonging or in anywise appertaining, and the rents, issues and profits thereof.

THIS DEED IS FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantor hereto contained and payment of the sum of FIFTY FIVE THOUSAND AND NO/100 Dollars (\$55,000.00).

with interest thereon according to the terms of a promissory note of even date herewith, payable to Beneficiary or order and made by Grantor, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

The Grantor covenants and agrees as follows:
1. That he will pay the indebtedness secured hereby. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; *Provided, however*, That written notice of an intention to exercise such privilege is given at least (thirty (30) days prior to prepayment.

2. Grantor agrees to pay to Beneficiary together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, on the first day of each month until said note is fully paid, the following sums:

- (a) An amount sufficient to provide the Beneficiary with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:
 - (i) If and so long as said note and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the Beneficiary one (1) month prior to its due date the annual mortgage insurance premium, in order to provide the Beneficiary with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable regulations thereunder; or
 - (ii) If and so long as said note and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on said note computed without taking into account delinquencies or prepayments;
 - (b) A sum, as estimated by the Beneficiary, equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by this Deed of Trust, plus the premiums that will next become due and payable on such insurance policies as may be required under paragraph 9 hereof, satisfactory to Beneficiary, Grantor agreeing to deliver promptly to Beneficiary all bills and notices therefor, less all sums already paid therefor divided by the number of months to elapse before one (1) month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes and special assessments; and
 - (c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by Beneficiary to the following items in the order set forth:
 - (i) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;
 - (ii) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
 - (iii) interest on the note secured hereby; and
 - (iv) amortization of the principal of said note.
- Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The arrangement provided for in paragraph 2 is solely for the added protection of the Beneficiary and entails no responsibility on the Beneficiary's part beyond the allowing of due credit, without interest, for the sums actually received by it. Upon assignment of this Deed of Trust by the Beneficiary, any funds on hand shall be turned over to the assignee and any responsibility of the assignor with respect thereto shall terminate. Each transfer of the property that is the subject of this Deed of Trust shall automatically transfer to the Grantee all rights of the Grantor with respect to any funds accumulated hereunder.

Replaces FHA-2189T, which may be used.

MUD-62189T (3-79)

9308290633

3. In the event that any payment or portion thereof is not paid within fifteen (15) days commencing with the date it is due, the Beneficiary may collect, and the Grantor agrees to pay with such payment, a "late charge" of four cents (4¢) for each dollar (\$1) so overdue as liquidated damages for the additional expense of handling such delinquent payments.

4. If the total of the payments made by Grantor under (b) of paragraph 2 shall exceed the amount of payments actually made by Beneficiary for ground rents, taxes, assessments and insurance premiums, such excess, if the loan is current, at the option of Grantor, may be credited by Beneficiary on subsequent payments to be made by Grantor, or refunded to Grantor. If, however, the monthly payments made under (b) of paragraph 2, shall not be sufficient to pay ground rents taxes, assessments and insurance premiums, when the same shall become due and payable, Grantor shall pay to Beneficiary any amount necessary to make up the deficiency on or before the date when the payment of such ground rent, taxes, assessments, or insurance premiums shall be due. If at any time Grantor shall tender to Beneficiary, in accordance herewith, full payment of the entire indebtedness secured hereby, Beneficiary shall, in computing the amount of indebtedness, credit to the account of Grantor all payments made under the provisions of (a) of paragraph 2, which Beneficiary has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated pursuant to (b) of paragraph 2. If there shall be a default under any of the provisions of this Deed of Trust and thereafter a sale of the premises in accordance with the provisions hereof, or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply, at the time of commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2, less such sums as will become due and payable during the pendency of the proceedings, as a credit against the amount of principal then remaining unpaid under said note and properly adjust any payments which shall have been made under (a) of paragraph 2.

5. To keep the property in good order and condition and not to commit or permit any waste thereof. To allow Beneficiary to inspect the property at any time during reasonable hours.

6. To complete or restore promptly and in good workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor, and, if the loan secured hereby or any part thereof is being obtained for the purpose of financing construction of improvements on said property, Grantor further agrees:

- To commence construction promptly and in any event within thirty (30) days from the date of the commitment of the Department of Housing and Urban Development, and complete same in accordance with plans and specifications satisfactory to Beneficiary.
- To complete all buildings or other structures being or about to be built thereon within six (6) months from date hereof.
- To replace any work or materials unsatisfactory to Beneficiary, within fifteen (15) days after written notice to Grantor of such fact.
- That work shall not cease on the construction of such improvements for any reason whatsoever for a period of fifteen (15) consecutive days.

The Trustee, upon presentation to it an affidavit signed by Beneficiary, setting forth facts showing a default by Grantor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

7. Not to remove or demolish any building, improvements thereon or any fixtures or other property in or used in connection with said building or improvements.

8. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property. The property that is the subject of this Deed of Trust is not used, principally or primarily for agricultural or farming purposes.

9. To keep the buildings, improvements and fixtures now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Beneficiary, against loss by fire and other hazards, casualties and contingencies in such amount, and for such periods as may be required by the Beneficiary and will pay promptly, when due, any premiums on such insurance provisions for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by Grantor, and each insurance company concerned is hereby authorized and directed to pay to the Beneficiary such loss directly to the Beneficiary and Grantor and Beneficiary jointly, and the proceeds of any insurance policy may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Grantor in and to any insurance policies then in force shall pass to the Beneficiary.

10. To appear in and defend any suit, action or proceeding that might affect the value of this security instrument or the security itself or the rights or powers of Beneficiary or Trustee; and should Beneficiary or Trustee elect also to appear in or defend any such action or proceeding the Grantor will, at all times, indemnify from, and, on demand reimburse Beneficiary or Trustee for any and all loss, damage, expense or cost, including cost of all taxes, reasonable costs, fees and expenses of the Trustee or default hereunder Beneficiary may, at its option, pay, or pay out of reserves accumulated under paragraph 2, any such sums, without waiver of any other right of Beneficiary by reason of such default of Grantor, and Beneficiary shall not be liable to Grantor for a failure to exercise any such option.

11. To pay at least ten (10) days before delinquent all rents, taxes, assessments and encumbrances, charges or liens with interest, that may now or hereafter be levied, assessed or claimed upon the property that is the subject of this Deed of Trust or any part thereof, which at any time appear to be prior or superior hereto for which provision has not been made heretofore, and upon request will exhibit to Beneficiary official receipts therefor, and to pay all taxes, reasonable costs, fees and expenses of the Trustee or default hereunder Beneficiary may, at its option, pay, or pay out of reserves accumulated under paragraph 2, any such sums, without waiver of any other right of Beneficiary by reason of such default of Grantor, and Beneficiary shall not be liable to Grantor for a failure to exercise any such option.

12. To repay immediately on written notice to Grantor all sums expended or advanced hereunder by or on behalf of Beneficiary or Trustee, with interest from the date of such advance or expenditure at the rate provided on the principal debt, and the repayment thereof shall be secured hereby. Failure to repay such expenditure or advance and interest thereon within ten (10) days of the mailing of such notice will, at Beneficiary's option, constitute an event of default hereunder, or Beneficiary may, at its option, commence an action against Grantor for the recovery of such expenditure or advance or interest thereon, in such event Grantor agrees to pay, in addition to the amount of such expenditure or advance, all costs and expenses incurred in such action, together with a reasonable attorney's fee.

13. To do all acts and make all payments required of Grantor to make said note and this Deed eligible for insurance under the National Housing Act and any amendments thereto, and all regulations promulgated thereunder, within the time and in the manner required by said Act, any amendments thereto, and said regulations, and agrees not to do, or cause or suffer to be done, any act which will void such insurance so long as any obligation hereby secured remains unfulfilled.

IT IS MUTUALLY AGREED THAT:

14. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice or demand upon Grantor and without releasing Grantor from any obligations hereof, may: Make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon the property for such purposes; commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefor including cost of evidence of title, employ counsel, and pay his reasonable fees.

15. Should the property or any part or appurtenance thereof or right or interest therein be taken or damaged by reason of any public or private improvement, fire, earthquake, or in any other manner, Beneficiary may, at its option, commence, appear in and defend any action and prosecute, in its own name, any action or proceeding, or make any compromise or settlement, in connection with such taking or damage, and obtain all compensation, awards or other relief therefor. All such compensation, awards, damages, rights of action and proceeds, including the proceeds of any policies of insurance affecting the property, are hereby assigned to Beneficiary, who may, after deducting therefrom all its expenses, including attorney's fees, release any monies so received by it, or apply the same on any indebtedness secured hereby or apply the same to the restoration of the property, as it may elect. Grantor agrees to execute such further assignments of any compensation, award, damages, rights of action and proceeds as Beneficiary or Trustee may require.

16. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

17. At any time upon written request of Beneficiary, payment of its fees and presentation of this Deed and the note for endorsement (in case of full reconveyance, for cancellation and retention), without affecting the liability of any person for the payment of the indebtedness Trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Deed or the lien of charge thereof; (d) reconvey, without warranty, all or any part of the property. The Grantor in any reconveyance may be described as the "person or persons legally entitled thereto", and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof.

18. The collection of rents, issues, and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

19. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder or should this Deed and said note not be eligible for insurance under the National Housing Act within eight (8) months from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to eight (8) months' time from the date of this Deed, declining to insure said note and this Deed, being deemed conclusive proof of such ineligibility), or should the commitment of the Department of Housing and Urban Development to insure this loan cease to be in full force and effect for any reason whatsoever, Beneficiary may declare all sums secured hereby immediately due and payable. No waiver by Beneficiary of any default on the part of Grantor shall be construed as a waiver of any subsequent default hereunder.

20. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any net proceeds of Trustee's sale, Trustee shall apply the proceeds of the sale as follows: (1) to the expense of sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had, or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchasers and encumbrancers for value. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy and when not exercised, Beneficiary may foreclose this Deed of Trust as a mortgage. In the event of the death, incapacity or disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of

Schedule C

Order No. 100771
Your No. P-11650

The land referred to in this commitment is situated in the State of Washington, County of King and is described as follows:

PARCEL A:

That portion of the North 26 and 2/3 rods of the East 60 rods of the Southwest quarter of the Northeast quarter of Section 20, Township 23 North, Range 4 East W.M., in King County, Washington, lying West of the 14th Avenue South to Des Moines Road (now Des Moines Way) included within the following described tract:

Beginning at the intersection of the Westerly line of said Des Moines Way with the North line of the said Southwest quarter of the Northeast quarter of Section 20;
and running thence South 35°43'34" West along said Westerly line of Des Moines Way 481.20 feet to the true point of beginning of the tract herein described;
thence continuing South 35°43'34" West 65.93 feet;
thence South 89°58'45" West 129.02 feet;
thence North 0°34'15" West 80 feet;
thence South 81°04'34" East 170.39 feet to the true point of beginning;
EXCEPT that portion deeded to the State of Washington under Recording No. 6474874.

PARCEL B:

An easement for a common driveway over and across property conveyed to the State of Washington by Warranty Deed recorded February 24, 1969 under Recording No. 6474874; as the same was to be located thereon.

Both situate in the County of King, State of Washington.

8308290633



Filed for Record at Request of
FIRST AMERICAN TITLE
 FOURTH & BLANCHARD BLDG
 SEATTLE, WA 98121

SAFECO TITLE INSURANCE COMPANY

THIS SPACE RESERVED FOR RECORDER'S USE

Filed for Record at Request of

NAME PACIFIC WEST ESCROW CO., INC.

ADDRESS 209 S. W. 153rd

CITY AND STATE Seattle, WA 98166
Escrow #11650

31.04.18 40631 E
 RECORDED 4 0.
 CHARGE 11.00
 22

RECORDED THIS DAY

Aug 29 11 57 AM '83

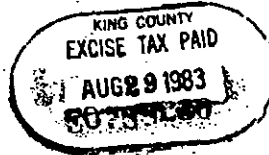
BY THE DIVISION OF
 RECORDS & ELECTIONS
 KING COUNTY

STATUTORY
 WARRANTY DEED

THE GRANTOR **RONALD C. MCINTOSH**, as his separate estate

for and in consideration of **TEN DOLLARS (\$10.00)** and other good and valuable consideration
 in hand paid, conveys and warrants to **RALPH G. HYETT III** and **VICKI M. HYETT**, husband and wife
 the following described real estate, situated in the County of **KING**, State of
 Washington:

LEGAL DESCRIPTION IS HERETO ATTACHED AND MADE A PART HEREOF:



Subject to all easements, restrictions, and reservations of record.

Dated AUGUST 24 19 83

Ronald C. McIntosh
 (Individual)

By _____
 (President)

By _____
 (Secretary)

STATE OF WASHINGTON }
 COUNTY OF KING }

STATE OF WASHINGTON }
 COUNTY OF }

On this day personally appeared before me _____
Ronald C. McIntosh

On this _____ day of _____
 19____, before me, the undersigned, a Notary Public in and
 for the State of Washington, duly commissioned and sworn,
 personally appeared _____

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

and _____
 to me known to be the _____ President
 and _____ Secretary, respectively, of

GIVEN under my hand and official seal this 25th
 day of August 19 83

the corporation that executed the foregoing instrument, and
 acknowledged the said instrument to be the free and volun-
 tary act and deed of said corporation, for the uses and pur-
 poses 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.

Donald W. Howell
 Notary Public in and for the State of Washington, residing
Seattle, WA

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 _____

Rev 6090
 8308290631

151 AM-S 100771 JS

Schedule C

Order No. 100771
Your No. F-11650

The land referred to in this commitment is situated in the State of Washington, County of King and is described as follows:

PARCEL A:

That portion of the North 26 and 2/3 rods of the East 60 rods of the Southwest quarter of the Northeast quarter of Section 20, Township 23 North, Range 4 East N.M., in King County, Washington, lying West of the 14th Avenue South to Des Moines Road (now Des Moines Way) included within the following described tract:

Beginning at the intersection of the Westerly line of said Des Moines Way with the North line of the said Southwest quarter of the Northeast quarter of Section 20;
and running thence South 35°43'34" West along said Westerly line of Des Moines Way 481.20 feet to the true point of beginning of the tract herein described;
thence continuing South 35°43'34" West 65.93 feet;
thence South 89°58'45" West 129.02 feet;
thence North 0°24'15" West 80 feet;
thence South 81°04'34" East 170.39 feet to the true point of beginning;
EXCEPT that portion deeded to the State of Washington under Recording No. 6474874.

PARCEL B:

An easement for a common driveway over and across property conveyed to the State of Washington by Warranty Deed recorded February 24, 1969 under Recording No. 6474874; as the same was to be located thereon.

Both situate in the County of King, State of Washington.

8306290631

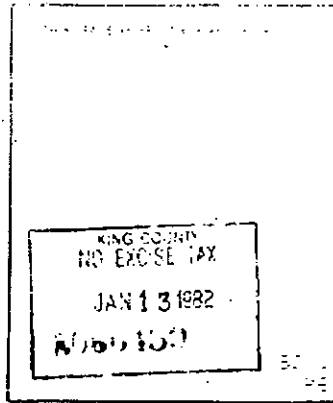


PIONEER NATIONAL
TITLE INSURANCE

ATKOR COMPANY

Filed for Record at Request of

AFTER RECORDING MAIL TO:



REVENUE STAMP

8201130.68

Quit Claim Deed

FORM 1-56-R

THE GRANTOR BEN A. ARNOLD, ~~and~~ BENJAMIN A. ARNOLD,

for and in consideration of ~~Improvement~~ carrying out Property Settlement Agreement under Decree of Dissolution of Marriage, King County No. 81-1-0798-4 conveys and quit claims to TRACE G. ARNOLD, his wife,

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

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

All those contiguous parcels of real estate in which grantor has any interest situated within the Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 20, Township 2 $\frac{1}{2}$ North, Range 4 East N.M. lying west of Seatle-Des Moines Highway and south of what is now State Road 518, including particularly the following King County Tax Lots under Treasurer's Account Numbers

No. 161	202304-9161-1
111	202304-9111-02
120	202304-9130-08
200	202304-9200-04
167	202304-9167-05
527	202304-9527-00
105	202304-9105-00

Dated this _____ day of September, 1981

Ben A. Arnold (SEAL)
Benjamin A. Arnold (SEAL)

STATE OF WASHINGTON,
County of King

On this day personally appeared before me BEN A. ARNOLD, a/k/a Benjamin A. Arnold, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the purposes herein mentioned.



and official seal this 17th day of September, 1981
H. Otto Giese
Notary Public in and for the State of Washington,
residing at _____

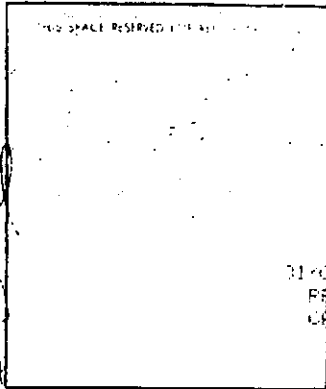


A TICOH COMPANY

Filed for Record at Request of

AFTER RECORDING MAIL TO:

Doris Wright
1400 1st St
Seattle WA
98101



ORIGINAL

RECORDS SECTION
KING COUNTY

3109-08
RECORD
CASH
4.00
90851
16
11-14-80
27

8109080651

FORM L52

Mortgage
(STATUTORY FORM)

THE MORTGAGOR Steve D. Porthen and Linda O. Porthen, husband and wife

mortgage to Virginia Mason Hospital, Inc.

to secure payment of the sum of Six Thousand, Five Hundred Ninety Seven and 59/100-----Dollars. (\$6,597.59) according to the terms of promissory note bearing date May 15, 1981 the following described real estate, situated in the County of King State of Washington: -

The North 60 feet of the South 64 feet of the South 2 acres of the North 3 acres of the West quarter of the Southwest quarter of the Northeast quarter of section 20, Township 23 North, Range 4 East, W.M., in King County, Washington; Except the West 30 feet thereof conveyed to King County for road by deed recorded under Auditor's File #3211805.

And the mortgagor promise and agree to pay before delinquency all taxes, special assessments and other public charges levied, assessed or charged against said described premises, and to keep all improvements on said described premises insured against loss or damage by fire in the sum of Six Thousand, Five Hundred Ninety Seven and 59/100 ----- Dollars. (\$6,597.59) for the benefit of the mortgagee and to deliver all policies and renewals to the mortgagee

In case the mortgagor shall fail to pay any installment of principal or interest secured hereby when due or to keep or perform any covenant or agreement aforesaid, then the whole indebtedness hereby secured shall forthwith become due and payable, at the election of the mortgagee

Dated this 15th 4 day of June, 1981

Steve D. Porthen
Steve D. Porthen (SEAL)
Linda O. Porthen
Linda O. Porthen (SEAL)

STATE OF WASHINGTON,)
County of King) ss.

On this day personally appeared before me Steve D. Porthen and Linda O. Porthen

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

GIVEN under my hand and official seal this 15th day of June, 1981

Paul K. Wilson
Notary Public in and for the State of Washington,
residing at *Mercer Island.*

\$6,597.59

INSTALLMENT NOTE

ORIGINAL

NO. _____

Seattle

Washington ~~May 15~~ June 1 19 81

FOR VALUE RECEIVED, I promise to pay

to Virginia Mason Hospital

or order,

the sum of Six Thousand, Five Hundred Ninety Seven and 59/100 ----- DOLLARS

with interest thereon at the rate of 6 per cent. per annum from date hereof; payable as follows:
\$240.00 or more commencing June 15, 1981, the entire balance to be paid off, including principle and interest, November 15, 1984.

8109080651

If any of said installments are not so paid, the whole sum of both principal and interest shall become due and payable at once without further notice, at the option of the holder hereof.

This note shall bear interest at the rate of 12 per cent. per annum after maturity or after failure to pay any installment as above specified, and if this note shall be placed in the hands of an attorney for collection, or if suit shall be brought to collect any of the principal or interest of this note I promise to pay a reasonable attorney's fee.

Each maker of this note executes the same as a principal and not as a surety.

X Steve D. Porthen
Steve D. Porthen
X Linda O. Porthen
Linda O. Porthen

Form L 43

Pioneer National Title Insurance Company

3.00

DEC-20-77 400007 7712200608 - A HF

KNOW ALL MEN BY THESE PRESENTS, That UNION FEDERAL SAVINGS & LOAN ASSOCIATION a corporation, duly organized and existing under the laws of the State of Washington does hereby certify and declare that a certain Mortgage, bearing date the 20th day of June, 19 63, made and executed by RONALD C. MC INTOSH AND RUTH J. MC INTOSH, HIS WIFE the parties of the first part therein, to BALLARD MORTGAGE COMPANY, INC. the party of the second part therein and recorded in the office of the AUDITOR of the County of KING State of WASHINGTON in book 4572 of Mortgages on page 331, or as filing fee number 5504241 (indicate which) on the 2nd day of July, 19 63

That portion of the north 26 and 2/3 rods of the east 60 rods of the southwest quarter of the northeast quarter of section 20, township 23 north, range 4 east, W.M., in King County, Washington, lying west of the 14th Avenue South to Des Moines Road (now Des Moines Way) included within the following described tract:
Beginning at the intersection of the westerly line of said Des Moines Way with the north line of the said southwest quarter of the northeast quarter of section 20, and running thence south 35°43'34" west along said westerly line of Des Moines Way 481.20 feet to the true point of beginning of the tract herein described; thence continuing south 35°43'34" west 65.93 feet; thence south 89°38'45" west 129.02 feet; thence north 0°34'15" west 80 feet; thence south 81°04'34" east 170.39 feet to the true point of beginning.

DEC 20 9 33 AM '77

RECORDED AC RECORDS

together with the debt thereby secured, is fully paid, satisfied and discharged.
Done by order of the Board of Directors, with the seal of said corporation this 7th day of November, 19 77

Union Federal Savings and Loan Association
By Joseph J. Gimlevicz Asst. Vice President
By Frances Nadeau Assistant Secretary

STATE OF ~~OREGON~~ MASSACHUSETTS } ss.
County of BERTSHIRE On this 7th day of November, 19 77, before me appeared Joseph J. Gimlevicz and Frances Nadeau both to me personally known, who being duly sworn, did say that he, the said Joseph J. Gimlevicz is the Asst. Vice President, and he, the said Frances Nadeau is the Assistant Secretary of Union Federal Savings and Loan Association the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and Joseph J. Gimlevicz and Frances Nadeau acknowledged said instrument to be the free act and deed of said Corporation.
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Vera J. Gratten
Notary Public Washington Mass.
My commission expires 4/8/79

SATISFACTION OF MORTGAGE CORPORATION
FILED for Record at Request of
RONALD C. MCINTOSH
TO
14933 DES MOINES WAY S
SEATTLE, WA 98168
AFTER RECORDING RETURN TO

DO NOT USE THIS SPACE RESERVED FOR RECORDING LABEL IN COUNTIES WHERE USED

STATE OF OREGON } ss.
County of _____
I certify that the within instrument was received for record on the day of _____, 19 _____ at _____ o'clock _____ M., and recorded in book _____ on page _____ or as filing fee number _____, Record of Mortgages of said County.
Witness my hand and seal of County affixed.

By _____ Title _____
Deputy

2.00
JAN-25-77 L 00010 7701250553 - D HF



**PIONEER NATIONAL
TITLE INSURANCE**

A TIKOR COMPANY

Filed for Record at Request of

THIS SPACE RESERVED FOR RECORDER'S USE

REVENUE STAMPS

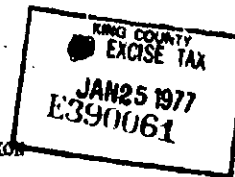
AFTER RECORDING MAIL TO:

ALBERT A HOEFT
1632 So 135 St.
SEATTLE, WA 98169

Statutory Warranty Deed

Form L58

THE GRANTOR ALBERT A. HOEFT & ARLINE R. HOEFT



for and in consideration of 10.00 AND OTHER GOOD & VALUABLE CONSIDERATION

in hand paid, conveys and warrants to JOHN A. WILLIAMSON & KRISTI E. WILLIAMSON

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

THAT PORTION OF THE NORTH 26 2/3 RODS OF THE EAST 60 RODS OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING WEST OF DES MOINES WAY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF DES MOINES WAY WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 35°43'34" WEST ALONG SAID WESTERLY LINE OF DES MOINES WAY, 547.13 FEET; THENCE SOUTH 89°58'45" WEST 129.02 FEET TO THE TRUE POINT OF BEGINNING; CONTINUING SOUTH 89°58'45" WEST 140 FEET; THENCE NORTH 0°34'15" WEST 172.02 FEET; THENCE NORTH 89°58'45" EAST 140 FEET; THENCE SOUTH 0°34'15" EAST 172.02 FEET TO THE TRUE POINT OF BEGINNING; EXCEPT THAT PORTION, IF ANY, CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER AUDITOR'S FILE NO. 6154102 AND 6424923.

Dated this _____ day of _____

Jan 19, 1977

Albert A. Hoeft (SEAL)

Arline R. Hoeft (SEAL)

STATE OF WASHINGTON, 155.
County of King

On this day personally appeared before me Albert A. Hoeft & Arline R. Hoeft 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 19th day of January 1977

Calvin C. Hartner
Notary Public in and for the State of Washington,
residing at Seattle

DEED FOR WASHINGTON

7505060164

THIS INSTRUMENT, Made this 2nd day of May, 1975, between
Carla A. Hills, Secretary of Housing and Urban Development, of Washington, D. C.,
acting by and through the Federal Housing Commissioner, (hereinafter referred to as
"Grantor"), and ALBERT A. ROEFT & ARLINE R. ROEFT, husband and wife (hereinafter referred
to as "Grantee(s)"), and the heirs and assigns of the said Grantee(s).

WITNESSETH, That the said Grantor, for and in consideration of the sum of TEN DOLLARS
(\$10.00) and other good and valuable considerations to him in hand paid by the said
Grantee(s), the receipt whereof is hereby acknowledged, does by these presents grant,
bargain, sell, convey and specially warrant unto the said Grantee(s), heirs and
assigns, forever, the following described property situated in the County of King
State of Washington, to-wit: AS HERETO ATTACHED: 300

THAT PORTION OF THE NORTH 26 2/3 RODS OF THE EAST 60 RODS OF
THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20,
TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON,
LYING WEST OF DES MOINES WAY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF DES MOINES
WAY WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST
QUARTER; THENCE SOUTH 35°43'34" WEST ALONG SAID WESTERLY LINE
OF DES MOINES WAY, 547.13 FEET; THENCE SOUTH 89°58'45" WEST
129.02 FEET TO THE TRUE POINT OF BEGINNING; CONTINUING SOUTH
89°58'45" WEST 140 FEET; THENCE NORTH 0°34'15" WEST 172.02
FEET; THENCE NORTH 89°58'45" EAST 140 FEET; THENCE SOUTH 0°34'15"
EAST 172.02 FEET TO THE TRUE POINT OF BEGINNING; EXCEPT THAT
PORTION, IF ANY, CONVEYED TO THE STATE OF WASHINGTON BY DEED
RECORDED UNDER AUDITOR'S FILE NO. 6154102 AND 6424923.

298-6

RECORDS OF THE COUNTY OF KING COUNTY, WASHINGTON

531098-6 7505060164

BEING the same property acquired by the Grantor pursuant to the provisions of the National Housing Act, as amended (12 USC 1701 et seq.) and the Department of Housing and Urban Development Act (79 Stat. 667).

TO HAVE AND TO HOLD the same, together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, unto the said Grantee(s), and the heirs and assigns of the said Grantee(s), forever. And the said Grantor, for himself and his successors, does covenant with the said Grantee(s) and the heirs and assigns of the said Grantee(s), that he has not made, done, executed or suffered any act or thing whatsoever, whereby the above described premises or any part thereof now or at any time hereafter shall or may be imperiled, charged or incumbered in any manner whatsoever; and the title to the above granted premises against all persons lawfully claiming the same from, through or under him the said Grantor will forever specially WARRANT and DEFEND.

SUBJECT TO ALL covenants, restrictions, reservations, easements, conditions and rights appearing of record; and SUBJECT to any state of facts an accurate survey would show.

IN WITNESS WHEREOF the undersigned has set his hand and seal as Field Office Realty Officer, Property Disposition, FHA Field Office, Seattle, Washington, for and on behalf of the said Secretary of Housing and Urban Development, under authority and by virtue of the Code of Federal Regulations, Title 24, Chapter II, Part 200, Subpart D.

WITNESSES

Secretary of Housing and Urban Development

By: Federal Housing Commissioner

By: John O. Valley (SEAL)

John O. Valley
Field Office Realty Officer, Property Disposition
FHA Field Office, Seattle, Washington

STATE OF WASHINGTON)
COUNTY OF King) ss

I, Gladys Marie Smith do hereby certify that on this 2nd day of May, 1975 personally appeared before me John O. Valley, to me known to be the Field Office Realty Officer, Property Disposition, FHA Field Office, Seattle, Washington, and the individual described in and who executed the within instrument, by virtue of the authority vested in him by the Code of Federal Regulations, Title 24, Chapter II, Part 200, Subpart D, and acknowledged that he signed and sealed the same as his free and voluntary act and deed, for and on behalf of Carla A. Hillis, Secretary of Housing and Urban Development, for the uses and purposes therein mentioned.

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



FILED FOR RECORD AT THE OFFICE OF THE
TRANSAMERICA TITLE
INSURANCE COMPANY
PARK PLACE
4th & UNIVERSITY
SEATTLE, WASHINGTON 98101

Gladys Marie Smith
Notary Public in and for the State of Washington
residing at
in said County

REG. FILE NO. 1959 MAY 2/75



RECORDED
REQUEST

1975 MAY 6 AM 6 30

DIRECTOR OF
ELECTIONS
DEPUTY

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

7505060164

1975
1638 SOUTH 125TH
MOUNTAIN VIEW, WA 98040

154711-17

RECEIVED BY:

AFTER RECORDATION, RETURN TO:
THE LOMAS & NETTLETON COMPANY
700 Norton Bldg.
Seattle, Washington 98104

7412130250

02 46 04301 O'Brien
1 46 7038872

GRANT DEED

For a valuable consideration, receipt of which is acknowledged,

FEDERAL NATIONAL MORTGAGE ASSOCIATION, a corporation organized and existing under the laws of the United States, does hereby grant to: THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT OF WASHINGTON, D.C., his successor and assigns

that certain real property in the County of King
State of Washington, described as:

See Attached

THAT PORTION OF THE NORTH 26 2/3 RODS OF THE EAST 60 RODS OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING WEST OF DES MOINES WAY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF DES MOINES WAY WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 35°43'34" WEST ALONG SAID WESTERLY LINE OF DES MOINES WAY, 547.13 FEET; THENCE SOUTH 89°58'45" WEST 129.02 FEET TO THE TRUE POINT OF BEGINNING; CONTINUING SOUTH 89°58'45" WEST 140 FEET; THENCE NORTH 0°34'15" WEST 172.02 FEET; THENCE NORTH 89°52'45" EAST 140 FEET; THENCE SOUTH 0°34'15" EAST 172.02 FEET TO THE TRUE POINT OF BEGINNING; EXCEPT THAT PORTION, IF ANY, CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER AUDITOR'S FILE NO. 6154102 AND 6424923.

PORTIONS OF THIS DOCUMENT ARE POOR QUALITY FOR FILMING

The aforementioned grantor, FEDERAL NATIONAL MORTGAGE ASSOCIATION, warrants only against the acts of the grantor and all claiming by, through, or under it.

Dated NOV 14 1974

FEDERAL NATIONAL MORTGAGE ASSOCIATION

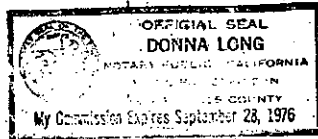
BY *William J. Berard*
Assistant Vice-President

7412130250

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) 68

On NOV 14 1974, before me, the undersigned, a Notary Public in and for said County and State, personally appeared William J. Berard known to me to be the Assistant Vice-President of the corporation that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws.

WITNESS my hand and official seal.



Donna Long
Notary Public in and for said County and State
My Commission Expires: _____

7412130250

RECORDED

BY REQUEST OF

1974 DEC 15 AM 8 00

DIRECTOR - RECORDS &
ELECTIONS - KING CO. WA
DEPUTY

FILED FOR RECORD AT REQUEST OF
PIONEER NAT'L TITLE INS. CO.
719 SECOND AVE.
SEATTLE, WASHINGTON 98104

302

King, WA Document

124 711-17



Pioneer National Title Insurance Company
WASHINGTON TITLE DIVISION

THIS SPACE RESERVED FOR RECORDER'S USE:

RECORDED
BY
DATE REQUEST OF

1974 DEC 13 AM 8 00

DIRECTOR - RECORDS & ELECTIONS - KING CO. WA
DEPUTY

7412130249

Filed for Record at Request of

Name

Address

City and State

FILED FOR RECORD AT REQUEST OF
PIONEER NAT'L TITLE INS. CO.
719 SECOND AVE.
SEATTLE, WASHINGTON 98101

PNTI File No.

Trustee's Deed

The Grantor, John A. Gose

as present Trustee under that Deed of Trust, as hereinafter particularly described, in consideration of the proceeds and the payment to Trustee of \$ 2,300.00 as recited below, hereby grants and conveys, without warranty, to: Federal National Mortgage Association

Grantor, that real property, situated in the County of KING State of Washington, described as follows:

That portion of the North 26-2/3 rods of the East 60 rods of the Southwest Quarter of the Northeast Quarter of Section 20, Township 23 North, Range 4 East, W.M., in King County, Washington, lying West of Des Moines Way, described as follows: Beginning at the intersection of the Westerly line of Des Moines Way with the North line of said Southwest Quarter of the Northeast Quarter; thence South 35°43'34" West along said Westerly line of Des Moines Way, 547.13 feet; thence South 89°58'45" West 129.02 feet to the true point of beginning; continuing South 89°58'45" West 140 feet; thence North 0°34'15" West 172.02 feet; thence North 89°58'45" East 140 feet; thence South 0°34'15" East 172.02 feet to the true point of beginning; Except that portion, if any, conveyed to the state of Washington by deed recorded under auditor's file No. 6154102 and 6424923.

THIS CONVEYANCE is made pursuant to the power, including the power of sale, conferred upon said Trustee by that certain Deed of Trust between D. Craig O'Brien and Victoria L. O'Brien, husband & wife, as Grantor, and The Pacific National Bank of Seattle as Trustee, and Northwest Mortgage, Inc. as Beneficiary, dated August 25, 1969, and recorded September 2, 1969, as Auditor's File No. 6558616, Volume 145 of Mortgages, at page 484, records of King County, Washington, and after fulfillment of the conditions specified in said Deed of Trust by the Trustee, and in compliance with the laws of the State of Washington, authorizing the above conveyance, and recited as follows:

RECITALS:

1. Said Deed of Trust was executed to secure, together with other undertakings, the payment of ONE promissory note(s) in the sum of \$21,300.00 with interest thereon, according to the terms thereof, in favor of Northwest Mortgage, Inc. and to secure any other sums of money which might become due and payable under the terms of said Deed of Trust; and

2. Default was made in the obligation for which such transfer in trust was given as security and "Notice of Trustee's Sale" was recorded in the Office of the County Auditor of each county in which the property described in said Deed of Trust, or any part thereof, is situated; the nature of such default being the failure to make the monthly payments due under the deed of trust and the note which it secures for the months of August, September, October, November, and December, 1973, and January, February, March, April, May and June, 1974, together with failure to pay the late charges for said months.

Such default still existed at the time of sale; and

3. Federal National Mortgage Association being then the holder of the indebtedness secured by said Deed of Trust, did on May 29, 1974 execute and deliver to said Trustee a written "Notice of Default and Election to Sell" wherein all sums secured by said Deed of Trust were declared to be then due and payable; and said Trustee was requested and directed to sell the property therein and herein described, under the terms thereof, in the manner therein specified, to accomplish the objects of the trust created by said Deed of Trust; and

300

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4. The Trustee, in compliance with the terms of said Deed of Trust, did execute and on June 13 19 74 did record in the office of the Auditor of King County, Washington, a "Notice of Trustee's Sale" of said property to satisfy the obligation secured by said Deed of Trust, which Notice was recorded as Auditor's File No. 7406130506 in Volume --- of Mortgages, page --- records of King County, Washington; and

5. The Trustee, in its aforesaid "Notice of Trustee's Sale," did state that it, as such Trustee, by virtue of the authority vested in it, would sell, at public auction to the highest bidder, the property described therein, said property being in the County of King State of Washington, and did fix the place of sale as the East door of the King County Courthouse in the City of Seattle, State of Washington

and the time of sale as October 25, 1974 at 2:30 o'clock P.M. of said day, and did cause copies of the "Notice of Trustee's Sale" to be recorded in the office of the Auditor in each county in which the Deed of Trust was recorded, as stated above, at least 120 days before the sale; and further, the Trustee did cause a copy of said Notice, at least 120 days before said sale, to be mailed first class mail and by (certified) (registered) mail to each person who had any interest in or lien or claim of lien against the property or any part thereof, described in said Notice, provided that such interest, lien or claim was recorded at the time said Notice was first recorded and provided that the address of such person was stated in the recorded instrument evidencing his interest, lien or claim or was otherwise known to the Trustee; and the copy of said Notice mailed to each such person was mailed to the address to which such person had in writing requested the Trustee to transmit such Notice, or, if no such request had been made, then to the address appearing in the recorded instrument evidencing his interest, lien or claim or to such address otherwise known to the Trustee; and further, at least 120 days prior to the sale, a copy of said Notice was: either (1) posted in a conspicuous place on said property; or (2) served upon an occupant of the property in the manner in which a Summons is served; and further, the Trustee did cause a copy of said Notice to be published once a week during the four weeks preceding the time of sale in a legal newspaper in each county in which the property or any part thereof is situated; and

6. The Deed of Trust, under which this Trustee's Sale was made, provides that the real property conveyed therein is not used principally for agricultural or farming purposes; and

7. That prior to said Trustee's Sale, no action on an obligation secured by said Deed of Trust was pending, nor was there any action pending at the time of said Trustee's Sale to foreclose a lien or other encumbrance on all or any part of the property therein and herein described; and

8. That all legal requirements and all provisions of said Deed of Trust have been complied with, as to acts to be performed and notices to be given, as provided in R.C.W. Chapter 61.24; and

9. Said obligation secured by said Deed of Trust remained unpaid on October 25, 1974, the date of Trustee's Sale, and said Trustee did at the time and place of sale, fixed as aforesaid, then and there sell at public auction to said Grantee, the highest bidder therefor, the property hereinabove described, for the sum of \$22,778.20 (cash) (by the satisfaction in full of the obligation then secured by said Deed of Trust together with all fees, cost and expenses as provided by statute).

IN WITNESS WHEREOF, John A. Gose as Trustee, has this day caused its name to be hereunder affixed.

John A. Gose (Trustee)

By _____ (Name - Title)

By _____ (Name - Title)

STATE OF WASHINGTON
COUNTY OF KING

On this day personally appeared before me
John A. Gose
to me known as the individual described in and who executed the foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this
26th day of October, 19 74
Leslie A. Cooper
Notary Public in and for the State of Washington, residing at Seattle

STATE OF WASHINGTON
COUNTY OF _____

On this _____ day of _____, 19 _____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____

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

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

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

310
FILED
1974 JUN 13 AM 11 45
00160 7406130506

Filed for Record at Request of

This Space Reserved for Recorder's Use:

FILED for Record at Request of

MAIL TO:
JOHN A. GOSE
2000 10th BLDG.
SEATTLE, WASH. 98101

RECORDED
OF
REQUEST OF

1974 JUN 13 AM 11 45

DIRECTOR
RECORDS & ELECTIONS
KING COUNTY, WASH.

NOTICE OF TRUSTEE'S SALE

I.

NOTICE IS HEREBY GIVEN that the undersigned trustee will on the 25th day of October, 1974, at the hour of 2:30 o'clock P.M. at the East door of the King County Courthouse in the City of Seattle, State of Washington, sell at public auction to the highest bidder, payable at time of sale, the following described real property, situated in the County of King, State of Washington, to-wit:

That portion of the North 26-2/3 rods of the East 60 rods of the Southwest Quarter of the Northeast Quarter of Section 20, Township 23 North, Range 4 East, W.M., in King County, Washington, lying West of Des Moines Way, described as follows: Beginning at the intersection of the Westerly line of Des Moines Way with the North line of said Southwest Quarter of the Northeast Quarter; thence South 35°43'34" West along said Westerly line of Des Moines Way, 547.13 feet; thence South 89°58'45" West 129.02 feet to the true point of beginning; continuing South 89°58'45" West 140 feet; thence North 0°34'15" West 172.02 feet; thence North 89°58'45" East 140 feet; thence South 0°34'15" East 172.02 feet to the true point of beginning; Except that portion, if any, conveyed to the state of Washington by deed recorded under auditor's file No. 6154102 and 6424923.

which is subject to that certain deed of trust dated August 25, 1969, recorded September 2, 1969, in volume 145 of Mortgages at Page 484, under Auditor's File No. 6558616, mortgage records of King County, Washington, from D. Craig O'Brien and Victoria L. O'Brien, husband & wife, as Grantor, to The Pacific National Bank of Seattle, as Trustee, to secure an obligation in favor of Northwest Mortgage, Inc., as Beneficiary, the beneficial interest in which was assigned by Northwest Mortgage, Inc. to Federal National Mortgage Association, under an Assignment dated September 25, 1969, and recorded under Auditor's File No. 6570183.

II.

No action is now pending to seek satisfaction of the obligation in any Court by reason of the Grantor's default on the obligation secured by said deed of trust.

III.

The default for which this foreclosure is made is as follows:

Failure to make the monthly payments due under the deed of trust and the note which it secures for the months of August, September, October, November, and December, 1973, and January, February, March, April, May and June, 1974, together with failure to pay the late charges for said months.

Failure to pay when due the following amounts which are now in arrears:

August, 1973,	- \$242.00 + late charge of \$4.84 = \$	246.84
September, 1973-	\$242.00 + late charge of \$4.84 = \$	246.84
October, 1973	- \$242.00 + late charge of \$4.84 = \$	246.84
November, 1973	- \$242.00 + late charge of \$4.84 = \$	246.84
December, 1973	- \$242.00 + late charge of \$4.84 = \$	246.84
January, 1974	- \$242.00 + late charge of \$4.84 = \$	246.84
February, 1974	- \$242.00 + late charge of \$4.84 = \$	246.84

March, 1974	- \$242.00 + late charge of \$4.84 = \$ 246.84
April, 1974	- \$242.00 + late charge of \$4.84 = \$ 246.84
May, 1974	- \$242.00 + late charge of \$4.84 = \$ 246.84
June, 1974	- \$242.00 = \$ 242.00

TOTAL NOW IN ARREARS \$2,710.40

IV.

The sum owing on the obligation secured by the deed of trust is; Principal \$ 20,430.40, together with interest as in the note provided from the 1st day of July, 1973, and such other costs and fees as are provided by statute.

V.

The above-described real property will be sold to satisfy the expense of sale and the obligation secured by said deed of trust as provided by statute. Said sale will be made without warranty, express or implied, regarding title, possession, or encumbrances on the 25th day of October, 19 74. The date of sale as set forth above is the date by which the default referred to in Paragraph III. must be cured in order to cause the discontinuance of the sale. The sale will be discontinued and terminated, if at any time prior to the sale the default as set forth in Paragraph III. is cured and the Trustee's fees and costs are paid.

The effect of the sale will be to deprive the grantor and all those who hold by, through or under him of all their interest in the above described property

Anyone having any objection to the sale on any grounds whatsoever will be afforded an opportunity to be heard as to those objections if they bring a lawsuit to restrain the sale pursuant to RCW 61.24.130. Failure to bring such a lawsuit may result in a waiver of any proper grounds for invalidating the trustee's sale.

DATED this 12th day of June, 19 74.

John A. Gose

 JOHN A. GOSE - TRUSTEE

STATE OF WASHINGTON)
) ss.
 COUNTY OF KING)

On this day personally appeared before me JOHN A. GOSE, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 12th day of June, 19 74.

Beulah A. Cooper

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



7406130506

Craig O'Brien
02 46 04301

RESIGNATION AND APPOINTMENT OF SUCCESSOR TRUSTEE

KNOWN ALL MEN BY THESE PRESENTS:

D. CRAIG O'BRIEN and VICTORIA L. O'BRIEN, husband and wife is/are the grantor(s),
and the undersigned is the trustee, and NORTHWEST MORTGAGE, INC.
is the beneficiary under that certain trust deed dated August 25th, 1969, and
recorded on Sept. 2, 1969, in Volume 145 at page 485 of the Mortgage
records of King County, Washington under Auditors' File No. 6558616.

*THE PACIFIC NATIONAL BANK OF SEATTLE, a national banking association
hereby resigns as
trustee under trust deed described above.

DATED: December 28, 1973.

*formerly THE PACIFIC NATIONAL BANK OF SEATTLE

THE PACIFIC NATIONAL BANK OF WASHINGTON
RESIGNING TRUSTEE

7406130505

BY [Signature] V-P
BY [Signature] ASST VP

The Trustee has ceased to act as trustee by reason of resignation. The undersigned, which is
the present beneficiary under said trust deed, desires to appoint a new trustee in the place
and stead of the trustee named above.

The undersigned hereby appoints John A. Goss, Esq. an attorney who is an active
member of the Washington State Bar Association, whose address is 2000 I.B.M. Building
Seattle, Washington 98168, as successor trustee under said trust deed, he to have all the
powers of said original trustee, effective forthwith.

IN WITNESS WHEREOF, the undersigned beneficiary has caused its corporate name to be signed and
affixed hereunto by its duly authorized corporate officer.

DATED this _____ day of DEC 19 1973, 19 _____.

FEDERAL NATIONAL MORTGAGE ASSOCIATION

BY [Signature]
ASSISTANT VICE PRESIDENT

STATE OF CALIFORNIA) ss
COUNTY OF LOS ANGELES)

On DEC 19 1973, before me, the undersigned a Notary Public in and for said County
and State, personally appeared William J. Gorard known to me to be the ASSISTANT VICE PRESIDENT
of the corporation that executed the within instrument and known to me to be the person who
executed the within instrument on behalf of the corporation therein named, and acknowledged to
me that such corporation executed the within instrument pursuant to its by-laws.

WITNESS my hand and official seal

C. C. DUFFIN
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires September 1, 1977

JUN-13-74 : 00159 7406130505 -- D RF : 25:

RECORDED
OF
REQUEST OF

1974 JUN 13 AM 11 45

DIRECTOR
RECORDS & ELECTIONS
KING COUNTY, WASH.

FILED for Record at Request of

FILED for Record at Request of

Name John Gase

Address 2000 IBM Bldg.

Seattle, Wash.

Sen A. Arnold
15001 Des Moines Way So.
Seattle, WA 98148

395008 22

DAB
R/W O
#552

DRAINAGE
EASEMENT

7402220258

THIS INDENTURE made this 1st day of FEB., 1974
between BEN A. ARNOLD & GRACE G. ARNOLD, HIS WIFE
parties of the first part, and King County, Washington, party of the
second part,

WITNESSETH:

That the said parties of the first part, for and in consideration of
the sum of One Dollar (\$1.00) to them in hand paid by the said party
of the second part, and other valuable consideration, receipt thereof is
hereby acknowledged, do by these presents grant, bargain, sell, convey and
confirm unto the said party of the second part, its heirs and assigns, a
right-of-way easement for a drainage PIPE () over,
through, across and under the property hereinafter described, situated
in King County, Washington, being more particularly described as follows:

Tax Lot 105

A 10 ft. strip of land in Tax Lot 105 in Section 20, Twp 23 No., Rge 4 East,
W.M. Said Tax Lot described as follows: BEGINNING on the intersection of
Nly margin of Des Moines Way and Sly line of SW $\frac{1}{4}$ of NE $\frac{1}{4}$ thence Nly along Hwy.
1096.61 feet to true beginning; thence So. 89°54'20" West 559.85 feet; thence
So. 00°22'10" West 82.1 feet; thence No. 89°54'20" East 501.22 feet; thence Nly
along Hwy. to beginning; LESS Wly 5.2 feet LESS State Hwy.

Centerline of said 10 ft. strip described as follows: BEGINNING on the West
property line; 30 feet M/L Nly from the Southwest property corner; thence
So. 88°31'42" East a distance of 270.84 feet; thence So. 1°28'17" West a distance
of 30 feet M/L to a terminus on Sly property line 270.84 feet Wly from said
Southwest property corner.

R/W - Burien Auto Wrecking

Said party of the second part, its heirs and assigns, shall have the
right at such time as may be necessary, to enter upon said property for
the purpose of repairing said drainage PIPE.

IN WITNESS WHEREOF said parties of the first part have hereunto set
THEIR hands and seals the day and year first above written.

B. A. Arnold
GRANTOR

Grace G. Arnold
GRANTOR

STATE OF WASHINGTON)
COUNTY OF KING) ss

On this day personally appeared before me BEN A. ARNOLD &
GRACE G. ARNOLD 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 1st day of FEB. 1974.

Kimberly March
NOTARY PUBLIC in and for the State of Washington

RESIDING AT Seattle

7402221258

NC

FILED FOR RECORD AT RECORDS
OF
KING COUNTY OFFICE OF
Chief Clerk
PROPERTY AND TECHNICAL

RECORDED

PA. BUSINESS IDE

1974 FEB 22 AM 8 00

WAS
ELECTION FILING CO WA
DEPUTY

FILED FOR BY
PIONEER
SEATTLE, WA

Ben A. Arnold
15001 Des Moines Way So.
Seattle, WA 98148

B980305 2-22

SMB
R/W 0
#553

DRAINAGE
EASEMENT

7402220257

THIS INDENTURE made this 1ST day of FEB., 1974
between BEN A. ARNOLD & GRACE G. ARNOLD, HIS WIFE
parties of the first part, and King County, Washington, party of the
second part,

WITNESSETH:

That the said parties of the first part, for and in consideration of
the sum of One Dollar (\$1.00) to THEM in hand paid by the said party
of the second part, and other valuable consideration, receipt thereof is
hereby acknowledged, do by these presents grant, bargain, sell, convey and
confirm unto the said party of the second part, its heirs and assigns, a
right-of-way easement for a drainage PIPE over,
through, across and under the property hereinafter described, situated
in King County, Washington, being more particularly described as follows:

Tax Lot 161

Portion of East 3/4 of SW 1/4 of NE 1/4 lying Nly of Des Moines Road, LESS
North 522.1 feet LESS So. 440 feet, West 16 feet of South 238 feet M/L. for
Road LESS State Hwy.

Centerline of said 10 ft. strip described as follows: BEGINNING on the Nly
property line; 270.84 feet Ely from Northwest property corner; thence So. 1
28'17" West a distance of 85 feet; thence So. 70°11'43" East a distance of
115 feet; to a terminus on Wly margin of Des Moines Hwy.

Burien Auto Wrecking

Said party of the second part, its heirs and assigns, shall have the
right at such time as may be necessary, to enter upon said property for
the purpose of repairing said drainage PIPE.

IN WITNESS WHEREOF said parties of the first part hereunto set
THEIR hands and seals the day and year first above written.

X Ben A. Arnold
GRANTOR

X Grace G. Arnold
GRANTOR

STATE OF WASHINGTON)
COUNTY OF KING)ss

On this day personally appeared before me BEN A. ARNOLD &
GRACE G. ARNOLD 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 1ST day of FEB. 1974

Kenneth P. Hancock
NOTARY PUBLIC in and for the State of Washington
RESIDING IN Seattle

WITNESSED BY Carol J. ...

7402220257

SEATTLE, WA 98104

FILED FOR RECORD AT REQUEST OF
PIONEER INVESTMENT CO.
SEATTLE, WA 98104

DEPUTY
ELECTIONS - KING CO. WA
1974 FEB 22 AM 8 00

RECORDED
INDEXED

FILED FOR RECORD AT
OF
KING COUNTY OFFICE
PROPERTY AND PURCHASING

NC

Ben A. Arnold
15001 Des Moines Way So.
98148

13980 208 4-22 **AMB**
R/W 0
#554

7402220256

**DRAINAGE
EASEMENT**

THIS INDENTURE made this 1ST day of FEB., 1974
between BEN A. ARNOLD & GEORGE G. ARNOLD, HIS WIFE
part/ies of the first part, and King County, Washington, party of the
second part.

WITNESSETH:

That the said part/Es of the first part, for and in consideration of
the sum of One Dollar (\$1.00) to them in hand paid by the said party
of the second part, and other valuable consideration, receipt thereof is
hereby acknowledged, do by these presents grant, bargain, sell, convey and
confirm unto the said party of the second part, its heirs and assigns, a
right-of-way easement for a drainage PIPE over,
through, across and under the property hereinafter described, situated
in King County, Washington, being more particularly described as follows:

Tax Lot 180

The Sly 10 ft. of the Nly 509.91 feet and Ely 299.16 feet of the Wly 329.16 feet
of SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 20, Twp 23 No., Rge 4 East, W.M., ALSO known as
Tax Lot 180 of said section.

Burien Auto Wrecking

Said party of the second part, its heirs and assigns, shall have the
right at such time as may be necessary, to enter upon said property for
the purpose of repairing said drainage PIPE.

IN WITNESS WHEREOF said part/ies of the first part have hereunto set
THEIR hands and seals the day and year first above written.

Ben A. Arnold
GRANTOR

George G. Arnold
GRANTOR

STATE OF WASHINGTON)
COUNTY OF KING)ss

On this day personally appeared before me BEN A. ARNOLD &
GEORGE G. ARNOLD 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 1ST day of FEB., 1974.

Kenneth B. Mauch
NOTARY PUBLIC in and for the State of Washington
RESIDING AT Seattle



RECORDED BY 661145 — DATE 1-23-74

7402220256

RECORDED

REQUEST OF

1974 FEB 27 AM 8 00

DIRECTOR OF ELECTIONS
ELECTIONS - KING CO. WA
DEPUTY

FILED FOR
PIONEER
71
SEATTLE, WASHINGTON 98104

Mc

FILED FOR RECORDS
OF
KING COUNTY OFFICE
Chris P. ...
PROPERTY AND RECORDS

Ben A. Arnold
15001 Des Moines Way S.
98148

(Forward Thrust)

R/W 1995
54-12

EASEMENT FOR SLOPES

THIS AGREEMENT made this 5th day of June, 19 72, by and between

Ben A. Arnold of Grace G. Arnold hereinafter called
the GRANTOR and King County, Washington, hereafter called the GRANTEE:

WITNESSETH:

That WHEREAS the GRANTOR herein is the owner of that certain parcel of land
described as follows, to-wit:

T.L. 161

That portion of the East three quarters of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of
Section 20, Twp. 23 N., R. 4 E., W.M., lying West of Des Moines
Road, LESS North 522.1 ft. LESS South 440 ft. West 16 ft. of the
South 238 ft. more or less for road, LESS State Highway.

and,

WHEREAS it has been found necessary in the construction and improvement of

Des Moines Way S. (S. 152nd St. to S. 128th St.)

to make slopes on the said property of the GRANTOR for cuts and fills, as follows:

The Easterly 1 ft. of the above described parcel of land LESS portion
dedeed to State Highway.

Containing 138 Sq. Ft. more or less.

for the consideration of \$50.00

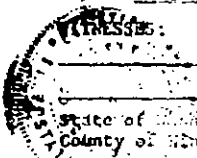
NOW, THEREFORE, in consideration of the premises, the said GRANTOR hereby agrees
that the said slopes may be made on his property as hereinbefore set forth, in con-
formity with standard plans and specifications for highway purposes and to the same
extent and purposes as if the rights herein granted had been acquired by condemnation
proceedings under Eminent Domain statutes of the State of Washington.

IT IS MUTUALLY AGREED AND UNDERSTOOD by the parties hereto that this Easement has
been given to and accepted by said County subject to and upon the following conditions,
to-wit:

If any part of said right of way shall be abandoned or shall cease to be used or
maintained as a public highway by said County, or the route thereof changed, then as
to such part all rights under this easement shall thereafter be null and void, and such
portions of such right of way shall automatically revert to the GRANTOR,
successors, or assigns, without any notice being required.

IN WITNESS WHEREOF, the said GRANTOR has hereunto signed his name this 6th
day of June, 19 72.

WITNESSES:



State of Washington) ss
County of King)

Ben A. Arnold
Grace G. Arnold

On this 6th day of June, 19 72, before me, a Notary Public in and
for the State of Washington, duly commissioned and sworn, personally appeared

Ben A. Arnold and Grace G. Arnold
to me known to be the individual described in and who executed the within instrument and
acknowledged to me that They signed and sealed the same as their free and
voluntary act and deed for the uses and purposes therein mentioned.

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

NOTARY PUBLIC in and for the State of Washington

William J. ...
NOTARY PUBLIC

7206130565

RECORDED
OF
REQUEST OF

1972 JUN 13 PM 2 57

DIRECTOR
RECORDS & ELECTRONICS
KING COUNTY, WASH.

FILED FOR RECORD AT REQUEST
OF
KING COUNTY OFFICE OF
Shirley J. Lander
PROPERTY AND PURCHASING

TEMPORARY CONSTRUCTION EASEMENT

The undersigned Grantor(s) D CRAIG O'BRIEN

VICKI L. O'BRIEN, heirs, successors and assigns, (hereinafter together referred to as "Grantor(s)"), hereby convey(s) and grant(s) to SOUTHWEST SUBURBAN SEWER DISTRICT, a municipal corporation of King County, its successors and assigns, (hereinafter together referred to as "District"), for valuable consideration, a receipt of which is hereby acknowledged, a Temporary Construction Easement during the construction of sewer facilities for any and all purposes related to construction of sewer facilities, over, across, along, in, upon and under the following described land:

7207290.25

That portion of the SW 1/4 of the NE 1/4 of Section 20, Township 23 North, Range 4 East, W.M. included within the limits of a strip of land 15 feet in width lying Northerly of and adjacent to the following described line:

Commencing at a point on the westerly margin of Des Moines Way South which is North 37°13'10" East 1096.61 feet from the South line of said SW 1/4, as measured along said westerly margin; thence North 88°36'40" West 129.02 feet to the Point of Beginning; thence continuing North 88°36'40" West 140 feet to the terminus of said line description.

Said Temporary Construction Easement shall include the right of ingress to and egress from the above described property for the foregoing purposes, said easements to commence on the date of this instrument and to terminate on the date said sewer facilities have been accepted for maintenance and operation by the District.

B. Craig O'Brien
1006 S. 149th St.

Easement No. 17-20-39

ULLID #17

70229525

The Grantor(s) hereby and the District, by accepting and recording this easement, mutually covenant and agree as follows:

The District shall have the right without prior institution of any suit or proceeding at law, at times as may be necessary, to enter upon said property for the purpose of constructing, repairing, altering, or reconstructing said sewer line, or making any connections therewith, without incurring any legal obligation or liability therefor; provided that all construction and other work done by the District in such easements shall be performed with only reasonably necessary damage to the surface of the premises.

If, at the commencement of any work thereon by the District, the surface to be disturbed thereby shall be in a natural condition, the District shall reasonably grade and plant grass seed on such surface on completion of the work. However, if at the commencement of such work, the surface to be disturbed thereby has been landscaped, the District shall restore such landscaping to the condition existing prior to the commencement of the work, provided, however, that in no event shall the District be liable to restore any trees, not a part of the landscaping, destroyed or damaged by the work.

Dated this _____ day of _____, 19____.

STATE OF WASHINGTON)
) SS.
COUNTY OF KING)

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this 19th day of February, 1972, personally appeared before me D. CRAIG O'BRIEN to me known to be the Owner of the ABOVEMENTIONED PROPERTY, who executed the foregoing instrument and acknowledged that he signed and sealed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed is the Corporate Seal of said Corporation.

Dennis Patrick Sykes
Notary Public in and for the State
of Washington, residing at KING



FEB-29-72 P 00158 7202290525 LSI-RI 3.00

RECEIVED
ELECTRICAL & ELECTRONICS
ENGINEERING DEPARTMENT
KING COUNTY, WASH.

FEB 29 1972

RECEIVED

FILED for Record of Request of
Southwest Suburban Sewer District
15632 Ambaum Boulevard S.W.
SEATTLE, WASH. 98166

E A S E M E N T

THIS AGREEMENT made this 17th day of January, 1972,
by and between the SOUTHWEST SUBURBAN SEWER DISTRICT, a municipal
corporation of King County, Washington, hereinafter termed "Grantee"
and BENJAMIN A. ARNOLD and
GRA & C. ARNOLD, his wife,
hereinafter termed "Grantor".

7201210341

WITNESSETH:

That the said Grantor for valuable consideration does by these presents grant unto the Grantee a 10' perpetual right-of-way or easement for sewer mains with the necessary appurtenances through, over and across the following described property situated in King County, Washington, more particularly described as follows:

That portion of the SW 1/4 of the NE 1/4 of Section 20, Township 23 North, Range 4 East, W.M. included within the limits of a strip of land 10 feet in width lying Southerly of and adjacent to the following described line;

Commencing at herein designated point "A" on the Westerly margin of Des Moines Way South which is North 37°13'10" East 1096.61 feet from the South line of said SW 1/4 as measured along said Westerly margin; thence North 88°36'40" West to the West margin of South 149th Pl. as conveyed to the State of Washington by deed recorded under Auditor's File No. 6514093, records of King County, Washington and the Point of Beginning; thence continuing North 88°36'40" West to a point which is 319.00 feet from said point "A" and the terminus of said line description.

TOGETHER WITH temporary construction easements described as that portion of said SW 1/4 included within the limits of a strip of land 25 feet in width lying Southerly of and adjacent to the following described line;

Beginning on the Westerly margin of said S. 149th Pl. at a point which is North 88°36'40" West from said point "A"; thence continuing North 88°36'40" West to a point which is North 88°36'40" West 369.02 feet from said point "A" and the terminus of said line description, also;

That portion included within the limits of a strip of land 15 feet in width lying Northerly of and adjacent to the following described line:

Benjamin A. Arnold
15001 Des Moines Way South

\$128.00
Easement No. 17-20-40R

KLID #17

Page 2

Beginning at a point which is North $89^{\circ}36'48''$ West 269.02 feet from said point "A"; thence continuing North $89^{\circ}36'48''$ West 100.00 feet to the terminus of said line description.

Said temporary construction easements shall remain in force during construction and until such time as the sewers and appurtenances have been accepted for maintenance and operation by the Southwest Suburban Sewer District.

201210341

Benjamin A. Arnold
15001 Des Moines Way South

Easement No. 17-20-40R

4.00

RF

00056 7201210341

1972-21-27

FILED for Record at Request of
J. H. Johnson

RECORDED
OF
REQUEST

1972 21 APR 10 27

DIRECTOR
RECORDS & ELECTIONS
KING COUNTY, WASH.

4

7201210340

TEMPORARY CONSTRUCTION EASEMENT

The undersigned Grantor(s) RONALD C. McINTOSH & PATTY J. McINTOSH, heirs, successors and assigns, (hereinafter together referred to as "Grantor(s)"), hereby convey(s) and grant(s) to SOUTHWEST SUBURBAN SEWER DISTRICT, a municipal corporation of King County its successors and assigns, (hereinafter together referred to as "District"), for valuable consideration, a receipt of which is hereby acknowledge, a Temporary Construction Easement during the construction of sewer facilities for any and all purposes related to construction of sewer facilities, over, across, along, in, upon and under the following described land:

That portion of the SW 1/4 of the NE 1/4 of Section 20, Township 23 North, Range 4 East, W.M. included within the limits of a strip of land 15 feet in width lying Northerly of and adjacent to the following described line:

Beginning at a point on the Westerly margin of Des Moines Way South which is North 37°13'10" East 1096.61 feet from the South line of said SW 1/4 as measured along said Westerly margin; thence North 88°36'40" West 129.07 feet to the terminus of said line description, and lying Westerly of that portion of said SW 1/4 conveyed to the State of Washington by deed recorded under Auditor's File No. 6474874, records of King County, Washington.

Said Temporary Construction Easement shall include the right of ingress to and egress from the above described property for the foregoing purposes, said easements to commence on the date of this instrument and to terminate on the date said sewer facilities have been accepted for maintenance and operation by the District.

Ronald C. McIntosh
14933 Des Moines Way South

Easement No. 17-20-38

J. H. Erickson

300

JR 01-72 P 000 95 7201210340 LST -- RF

RECORDED

OF
REQUEST OF

1972 JUN 27 AM 10 37

DIRECTOR
RECORDS & ELECTIONS
KING COUNTY, WASH.

FILED for Record at Request of

[Handwritten signature]

Address _____

7

TEMPORARY CONSTRUCTION EASEMENT

7201210337

The undersigned Grantor(s) BENJAMIN A. ARNOLD & GEORGE G. ARNOLD, heirs, successors and assigns, (hereinafter together referred to as "Grantor(s)"), hereby convey(s) and grant(s) to SOUTHWEST SUBURBAN SEWER DISTRICT, a municipal corporation of King County, its successors and assigns, (hereinafter together referred to as "District"), for valuable consideration, a receipt of which is hereby acknowledged, a Temporary Construction Easement during the construction of sewer facilities for any and all purposes related to construction of sewer facilities, over, across, along, in, upon and under the following described land:

The Easterly 15 feet of that portion of the North 440 feet of the South 880 feet of the SW 1/4 of the NE 1/4 of Section 20, Township 23 North, Range 4 East, W.M. lying Westerly of Des Moines Way South and Southerly of South 149th Pl.

Said Temporary Construction Easement shall include the right of ingress to and egress from the above described property for the foregoing purposes, said easements to commence on the date of this instrument and to terminate on the date said sewer facilities have been accepted for maintenance and operation by the District.

Ben A. Arnold
15001 Des Moines Way South

Easement No. 17-20-37

KLID 217

7.10.12/0.339

The Grantor(s) hereby and the District, by accepting and recording this easement, mutually covenant and agree as follows:

The District shall have the right without prior institution of any suit or proceeding at law, at times as may be necessary, to enter upon said property for the purpose of constructing, repairing, altering, or reconstructing said sewer line, or making any connections therewith, without incurring any legal obligation or liability therefor; provided that all construction and other work done by the District in such easements shall be performed with only reasonably necessary damage to the surface of the premises.

IF, at the commencement of any work thereon by the District, the surface to be disturbed thereby shall be in a natural condition, the District shall reasonably grade and plant grass seed on such surface on completion of the work. However, if at the commencement of such work, the surface to be disturbed thereby has been landscaped, the District shall restore such landscaping to the condition existing prior to the commencement of the work, provided, however, that in no event shall the District be liable to restore any trees, not a part of the landscaping, destroyed or damaged by the work.

Dated this 12th day of January, 1972.

Bernard A. Conrad
Grace D. Arnold

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this 12th day of January, 1972, personally appeared before me Bernard A. Conrad & Grace D. Arnold to me known to be the OWNERS of the PROPERTY, who executed the foregoing instrument and acknowledged that he signed and sealed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed is the corporate Seal of said Corporation.

David Robert Linn
Notary Public in and for the State
of Washington, residing at 510



3.00

LSI --- III

7201210339

JUN-21-72

FILED for Record at Request of

Name *Southwest Suburban Sewerage*

RECORDED

OF

REQUEST

1972 JUN 21 AM 10 57

DIRECTOR
RECORDS & ELECTRONICS
KING COUNTY, WASH.

37

EVELYN MOORE,
1938 - Rav. St.
SEATTLE - WASHINGTON

RECORDED
PAGE REQUEST BY
1971 FEB 17 PM 2 29
DIRECTOR
RECORDS & ELECTIONS
KING COUNTY, WASH.

710 2170547
FEB-17-71 100232

Form LRS 1

Quit Claim Deed

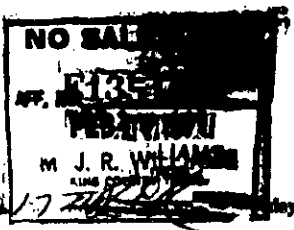
THE GRANTOR JOSEPH P. MOORE

for and in consideration of LOVE AND AFFECTION
convey and quit claims to EVELYN D. MOORE
the following described real estate, situated in the County of KING

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

THE NORTH 60 FEET OF THE SOUTH 64 FEET OF THE SOUTH 2 ACRES OF THE NORTH 3 ACRES
OF THE WEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION
20, TOWNSHIP 23 NORTH, RANGE 4 EAST, W. M., SN. KING COUNTY, WASHINGTON;
EXCEPT THE WEST 30 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD BY DEED RECORDED
UNDER AUDITOR'S FILE # 3211805.

NO SALES TAX NECESSARY AS THIS DEED IS GIVEN FOR LOVE AND AFFECTION ONLY.



Dated this 17th day of February, 1971
Joseph P. Moore (REAL)
..... (REAL)

STATE OF WASHINGTON,
County of KING

On this day personally appeared before me JOSEPH P. MOORE
to me known to be the individual described in and who executed the within and foregoing instrument, and
acknowledged that he signed the same as HIS free and voluntary act and deed, for the
uses and purposes therein mentioned.



official seal this 17th day of February, 1971
Marilee L. Hanson
Notary Public in and for the State of Washington,
residing at Seattle

6608849

00066

JUL 14 1970

Statutory Warranty Deed

6608849

FILED for Record at Request of

Name: Ben A. Arnold
Address: 19001 Des Moines W.
Seattle 98148

GRACE
COMPANY
SEATTLE WASHINGTON

Mail to

Send Tax Statement to

FORM 158

Statutory Warranty Deed

THE GRANTOR MILDRED T. HILL who is identical with MILDRED THOMAS HILL, is her separate estate

for and in consideration of Twenty-five thousand and no/100 (\$ 25,000.00) Dollars

she has paid conveys and warrants to BEN A. ARNOLD and GRACE G. ARNOLD, his wife,

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

Parcel (a)

The north 110 feet of south 2 acres of north 5 acres of west quarter of southwest quarter of northeast quarter of section 20, township 23 north, range 4 east, W.M., in King County, Washington, EXCEPT the west 30 feet thereof conveyed to King County for road under auditor's file No. 1228058.

Parcel (b)

The south 4 feet of the south 2 acres of the north 1 acre of the west quarter of the southwest quarter of the northeast quarter of section 20, township 23 north, range 4 east, W.M., in King County, Washington, EXCEPT the west 30 feet thereof conveyed to King County for road by deed recorded under auditor's file No. 3211805.

Parcel (c)

The west 5.2 feet of the following described property:
That portion of the southwest quarter of the northeast quarter of section 20, township 23 north, range 4 east, W.M., in King County, Washington, described as follows:
Commencing at a point on the westerly marginal line of Seattle-Des Moines Highway, which point bears north 35°44'40" east, along the said westerly marginal line, 1096.61 feet from the south boundary line of said southwest quarter; running thence south 89°54'20" west 559.85 feet; thence north 8°22'10" west 82.1 feet to a post; thence north 89°54'20" east 501.22 feet, to a post on the said westerly marginal line; thence north 35°44'40" east, along the said westerly marginal line 101.28 feet to the point of beginning.

SUBJECT to Easement recorded under King County Auditor's File No. 2980983 as to Parcel (a) in favor of King County for ditch, and Deed recorded under King County Auditor's File No. 3228458 for slopes.- This deed is given in fulfillment of and subject to a Real Estate Contract between this parties hereto of even date.

6608849

Dated this

25th

day of July, 1966



SALES TAX PAID ON CONTRACT AFF. No. 644199
M. J. R. WILLIAMS, ASSESSOR-TREASURER

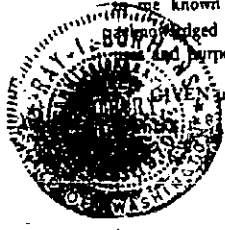
Mildred Hill (SEAL)

BY M. P. Robinson DEPUTY (SEAL)

STATE OF WASHINGT. N.

County of King

On this day personally appeared before me MILDRED T. HILL who is identical with MILDRED THOMAS HILL, as her separate estate, known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the purposes therein mentioned.



GIVEN under my hand and official seal this 25th day of July, 1966.



Edward J. Logan
Notary Public in and for the State of Washington,
residing at Seattle
Filed for Record Jan 14, 1970, 11:28 A.M.
Request of Ben A. Arnold
EDWARD J. LOGAN, Recorder

6558616

DEED OF TRUST

THIS DEED OF TRUST, is made this 25th day of August, 1962.

BETWEEN U. CRAIG O'BRIEN AND VICTORIA L. O'BRIEN, husband and wife, as Grantor,

whose address is 1007 - South 149th Street, Seattle, Washington

6558616

THE PACIFIC NATIONAL BANK OF SEATTLE, a national banking association, as Trustee,

whose address is 900 Second Avenue, Seattle, Washington 98104

NORTHWEST MORTGAGE, INC., a Washington corporation

as Beneficiary,

whose address is 700 Norton Building, Seattle, Washington 98104

Grantor hereby irrevocably grants, bargains, sells and conveys to Trustee in trust, with power of sale, the following described property:

King County, Washington

That portion of the North 26-2/3 rods of the East 60 rods of the Southwest Quarter of the Northeast Quarter of Section 20, Township 23 North, Range 4 East, W.M., in King County, Washington, lying West of Des Moines Way, described as follows:

Beginning at the intersection of the Westerly line of Des Moines Way with the North line of said Southwest Quarter of the Northeast Quarter; thence South 35°43'34" West along said Westerly line of Des Moines Way, 547.13 feet; thence South 89°58'45" West 129.02 feet to the true point of beginning; continuing South 89°58'45" West 140 feet; thence North 0°34'15" West 172.02 feet; thence North 89°58'45" East 140 feet; thence South 0°34'15" East 172.02 feet to the true point of beginning; Except that portion, if any, conveyed to the state of Washington by deed recorded under auditor's file No. 6154102 and 6424923.

TOGETHER WITH all the tenements, hereditaments, and appurtenances thereto hereafter increasing, belonging or in anywise appertaining, and the rents, profits, and its full thereof.

THIS DEED IS FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantor herein contained and payment of the sum of TWENTY ONE THOUSAND THREE HUNDRED AND NO/100 - - - Dollars \$ 21,300.00 - - - with interest thereon according to the terms of a promissory note in even date herewith, payable to Beneficiary or order and made by Grantor, and all such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, at the rate specified therein at such rate as shall be agreed upon.

The Grantor's covenants and agrees as follows:
1. That he will pay the indebtedness secured hereby. Privilege is reserved to pay the debt in whole, or in an amount equal to the amount of any payments on the principal that are not due on the date, on the first day of any month prior to maturity. This privilege shall extend to the extent of any interest or payments made on the date hereof. That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to payment, and the date of payment. The full amount of the debt is paid in full prior to maturity and at that time it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be bound and severally bound to pay to the holder of the note secured hereby an adjusted premium charge of one per centum (1%) of the original principal amount thereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if this Deed of Trust and the note secured hereby had continued to be insured until maturity, such payment to be applied by the holder thereof upon its obligation to the Secretary of Housing and Urban Development on account of mortgage insurance.

2. Grantor agrees to pay to Beneficiary together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, on the first day of each month until said note is fully paid, the following sums:

(a) An amount sufficient to provide the Beneficiary with funds to pay the most mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in Case of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

- (i) If said existing or said new and this instrument are insured or are insured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the Beneficiary one (1) month prior to its due date the annual mortgage insurance premium, in order to provide the Beneficiary with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable regulations thereunder; or
- (ii) If said existing or said new and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge in the form of a mortgage insurance premium which shall be an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on said note computed without taking into account delinquencies or prepayments;
- (b) A sum, as estimated by the Beneficiary, equal to the ground rents, if any, and the taxes and special assessments payable on the premises covered by this Deed of Trust, plus the premiums that will next become due and payable on each insurance policy as may be required under paragraph 9 hereof, satisfactory to Beneficiary. Grantor agreeing to deliver promptly to Beneficiary all bills and notices thereof, less all sums already paid therefor divided by the number of months to elapse before one (1) month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes and special assessments; and
- (c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by Beneficiary to the following items in the order set forth:
 - (1) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge in lieu of mortgage insurance premiums, as the case may be;
 - (2) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
 - (3) interest on the note secured hereby; and
 - (4) amortization of the principal of said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The assignment provided for in paragraph 2 is solely for the use and protection of the Beneficiary and entails no responsibility on the Beneficiary's part beyond the allowing of due credit, without interest, for the sums actually received by it. Upon assignment of this Deed of Trust by the Beneficiary, any funds on hand shall be turned over to the assignee and any responsibility of the assignor with respect thereto shall terminate. Each transfer of the property that is the subject of this Deed of Trust shall automatically transfer to the Grantor all rights of the Grantor with respect to any funds accumulated hereunder.

3. In the event that any payment or portion thereof is not paid within fifteen (15) days commencing with the date it is due, the Beneficiary may collect, and the Grantor agrees to pay with such payment, a "late charge" of two cents (2c) for each dollar (\$1) so overdue as liquidated damages for the additional expense of handling such delinquent payments.

4. If the total of the payments made under (b) of paragraph 2 shall exceed the amount of payments actually made by Beneficiary for ground rents, taxes, assessments and insurance premiums, such excess may be credited by Beneficiary on subsequent payments to be made by Grantor. If, however, the monthly payments made under (b) of paragraph 2, shall not be sufficient to pay ground rents, taxes, assessments and insurance premiums, when the same shall become due and payable, Grantor shall pay to Beneficiary any amount necessary to make up the deficiency on or before the date when the payment of such ground rent, taxes, assessments, or insurance premiums shall be due. If at any time Grantor shall tender to Beneficiary, in accordance herewith, full payment of the entire indebtedness secured hereby, Beneficiary shall, in computing the amount of indebtedness, credit to the account of Grantor all payments made under the provisions of (b) of paragraph 2, which Beneficiary has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated pursuant to (b) of paragraph 2. If there shall be a default under any of the provisions of this Deed of Trust and thereafter a sale of the premises in accordance with the provisions hereof, or if the Beneficiary acquires the property otherwise after default, the balance then remaining in the funds accumulated under (b) of paragraph 2, less such sums as will become due and payable during the pendency of the proceedings, as a credit against the amount of principal then remaining unpaid under said note and properly adjust any payments which shall have been made under (b) of paragraph 2.

5. To keep the property in good order and condition and not to commit or permit any waste thereof. To allow Beneficiary to inspect the property at any time during reasonable hours.

6. To complete or restore promptly and in good workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor, and, if the loan secured hereby or any part thereof is being financed for the purpose of financing construction of improvements on said property, Grantor further agrees:

- (a) To commence construction promptly and in any event within thirty (30) days from the date of the commitment of the Department of Housing and Urban Development, and complete same in accordance with plans and specifications satisfactory to Beneficiary;
- (b) To complete all buildings or other structures being or about to be built thereon within six (6) months from date hereof;
- (c) To repair any work or materials unsatisfactory to Beneficiary, within fifteen (15) days after written notice to Grantor of such fact;
- (d) To discontinue the construction of such improvements for any reason whatsoever for a period of fifteen (15) consecutive days.

The Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Grantor under the numbered paragraphs is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

7. Not to remove or demolish any building, improvements thereon or any fixtures or other property in or used in connection with said building or improvements.

8. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property. The property that is the subject of this Deed of Trust is not used principally or primarily for agricultural or farming purposes.

9. To keep the buildings, improvements and fixtures now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Beneficiary against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Beneficiary and will pay promptly, when due, any premiums on such insurance policies and the payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and payable acceptable to the Beneficiary. In event of loss Grantor will give immediate notice by mail to the Beneficiary, who may make it of loss if not made promptly by Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of to Grantor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Grantor in and to any insurance policies then in force shall pass to the Beneficiary.

10. To appear in and defend any suit, action or proceeding that might affect the value of this security instrument or the security itself or the rights or powers of Beneficiary or Trustee, and should Beneficiary or Trustee elect also to appear in or defend any such action or proceeding the Grantor will, at all times, indemnify from, and, on demand reimburse Beneficiary or Trustee for any and all loss, damage, expense or cost, including cost of evidence of title and attorney's fees, arising out of, or incurred in connection with any such suit, action or proceeding, and the sum of such expenditures shall be secured by this Deed of Trust with interest appurtenant to the note secured hereby and shall be due and payable on demand. To pay all costs of suit, cost of evidence of title and a reasonable attorney's fee in any proceeding or suit brought by Beneficiary to enforce this Deed of Trust.

11. To pay at least ten (10) days before delinquent all rents, taxes, assessments and encumbrances, charges or liens with interest, that may now or hereafter be levied, assessed or claimed upon the property that is the subject of this Deed of Trust or any

Witness the hand(s) and seal(s) of the Creditor(s) on the day and year first above written.

D. Craig O'Brien (SEAL)
D. CRAIG O'BRIEN
Victoria L. O'Brien (SEAL)
VICTORIA L. O'BRIEN

(SEAL)

STATE OF WASHINGTON,

COUNTY OF King

I, the undersigned, a Notary Public
day of August 1969, personally appeared before me

hereby certify that on this 28th

D. CRAIG O'BRIEN AND VICTORIA L. O'BRIEN
described in and who executed the within instrument, and acknowledged that
free and voluntary act and deed, for the uses and purposes therein mentioned.

to me known to be the individual
they used and sealed the same as their

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



P. R. Morgan
Notary Public in and for the State of Washington, residing at
Seattle, Washington

REQUEST FOR FULL RECONVEYANCE
To be used only when note has been paid.

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied, and you do hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated _____, 1969

RECORDED
VOL. _____
PAGE _____

FILED FOR RECORD AT REQUEST OF
HONOR NATL. TITLE INS. CO.
79 SECOND AVE.
SEATTLE, WASHINGTON 98104

1969 S. 2 28 28

Mail reconveyance to _____

DEED OF TRUST
This form may be used as the security instrument in connection with Deeds of Trust to be covered under Sections 703 and 722, and in connection with "individual mortgages" to be insured under Sections 213, 230, 221, 231, 809 and 810 of the National Housing Act.

PLEASE RETURN TO:
NORTHWEST MORTGAGE, I.R.C. (69-3901)
700 Norton Building
Seattle, Washington 98104

6558616
STATE OF WASHINGTON

LOAN No. _____
Deed Of Trust

TO

State of Washington, _____
County of _____
I hereby certify that this within Deed of Trust was filed in this office for Record on the _____ day of _____, A.D. 1969, at _____ o'clock _____ M., and was duly recorded in Book _____ of _____
Record of Mortgages of _____
County, State of Washington, on page _____
By _____
Notary Public

Filed for Record at Request of
PIONEER NAT'L TITLE BLDG CO.
70 SECOND AVE.
SEATTLE WASHINGTON 98104

FOR RECORDS DEPARTMENT
OF KING COUNTY
SEP 2 AM 8 30
ROBERT A. KING
KING COUNTY

396122
Conveyance
Tax
PLM NEW BLDG BLDG

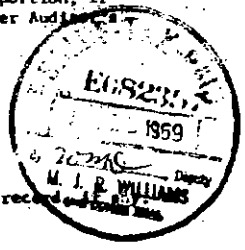
6558615

Statutory Warranty Deed

THE GRANTOR CHARLES R. HACKSTOCK and AUGUSTA S. HACKSTOCK, his wife
for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION
in hand paid, conveys and warrants to D. CRAIG O'BRIEN and VICTORIA L. O'BRIEN, his wife
the following described real estate, situated in the County of King State of Washington:

That portion of the North 26-2/3 rods of the East 60 rods of the Southwest quarter of the Northeast Quarter of Section 20, Township 23 North, Range 4 East, W.M., in King County, Washington, lying West of Des Moines Way, described as follows:

Beginning at the intersection of the Westerly line of Des Moines Way with the North line of said Southwest quarter of the Northeast quarter; thence South 35°43'34" West along said Westerly line of Des Moines Way, 547.13 feet; thence South 89°58'45" West 129.02 feet to the true point of beginning; continuing South 89°58'45" West 140 feet; thence North 0°34'15" West 172.02 feet; thence North 89°58'45" East 140 feet; thence South 0°34'15" East 172.02 feet to the true point of beginning; EXCEPT that portion, if any, conveyed to the State of Washington by deed recorded under Auditor's File No. 6154102 and 6424923.



Subject to all easements, restrictions and reservations of record

Dated this 22nd day of August, 1969

Charles R. Hackstock (REAL)
Augusta S. Hackstock (REAL)

STATE OF WASHINGTON,
County of King



Personally appeared before me CHARLES R. HACKSTOCK and AUGUSTA S. HACKSTOCK
the individuals described in and who executed the within and foregoing instrument, and
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 28th day of August 1969

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

6570183

File for Record of Request of

Mail to:

Name **NORTHWEST MORTGAGE, INC. # 69-1901**

Address **700 Horton Building**

City and State **Seattle, Washington 98104**

PARTI File No.

Assignment of Deed of Trust

For Value Received, the undersigned as Beneficiary, hereby grants, conveys, assigns and transfers to
FEDERAL NATIONAL MORTGAGE ASSOCIATION

whose address is **3550 Wilshire Boulevard, Los Angeles, California 90005**

all beneficial interest under that certain Deed of Trust, dated **August 25th**, 19 **69**, executed

by **R. CRAIG O'BRIEN and VICTORIA L. O'BRIEN**, husband and wife

to **THE PACIFIC NATIONAL BANK OF SEATTLE**, a national banking association

and recorded on **September 2nd**, 19 **69**, in Volume **155** of Mortgage, at page **245**

under Auditor's File No. **6158616**, Records of **King** County, Washington, describing land therein as:

That portion of the North 26-2/3 rods of the East 60 rods of the Southwest Quarter of the Northeast Quarter of Section 20, Township 23 North, Range 4 East, N.M., in King County, Washington, lying West of Des Moines Way, described as follows:

Beginning at the intersection of the Westerly line of Des Moines Way with the North line of said Southwest Quarter of the Northeast Quarter; thence South 35°43'34" West along said Westerly line of Des Moines Way, 547.13 feet; thence South 69°58'45" West 129.02 feet to the true point of beginning; continuing South 69°58'45" West 140 feet; thence North 0°34'15" West 172.02 feet; thence North 69°58'45" East 140 feet; thence South 0°34'15" East 172.02 feet to the true point of beginning; Except that portion, if any, conveyed to the state of Washington by deed recorded under auditor's file No. 6154102 and 6424923.

Together with note or notes therein described or referred to, the money due and to become due thereon, with interest, and all rights accrued or to accrue under said Deed of Trust.

Dated **September 25**, 19 **69**.

NORTHWEST MORTGAGE, INC.
(Beneficiary)
By *Andrew W. Brown*
Andrew W. Brown (Name - Title) Asst. Secretary
By _____
(Name - Title)

STATE OF WASHINGTON

COUNTY OF _____

STATE OF WASHINGTON

COUNTY OF **KING**

On this day personally appeared before me

On this **25th** day of **September**, 19**69**, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Andrew W. Brown**

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

to me known to be the **President and Asst. Secretary** respectively, of **Northwest Mortgage, Inc.**

GIVEN under my hand and official seal this **25th** day of **September**, 19 **69**.

the convention that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the use and purpose therein contained, and on oath states that he is authorized to execute the said instrument as I that the seal affixed is the proper seal of said corporation.

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

Notary Public in and for the State of Washington

E. Peterson
Notary Public in and for the State of Washington,
residing at **Seattle**.

SEP 29 1969 - 830 FILED IN real

LIMITED ACCESS

WARRANTY DEED

IN THE MATTER OF STATE ROUTE 518 55M 1-K to Jct. PSH 1 FREEWAY

KNOW ALL MEN BY THESE PRESENTS, That the Grutors Benjamin A. Arnold and Grace G. Arnold, his wife

for and in consideration of the sum of TEN AND NO/100 (\$10.00)-----dollars, and other valuable consideration hereby convey and warrant to the STATE OF WASHINGTON, the following described real estate situated in King County, in the State of Washington, to the same extent and purpose as if the rights herein granted had been acquired under eminent domain statute of the State of Washington:

All that portion of the following described Parcel "A" lying Southeastly and Easterly of the following described line: Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as H.E.S.) 240+75 and a distance of 30 feet Northwestly, when measured at right angles, from the center line of SR 518, 55M 1-K to Jct. PSH 1 Freeway; thence Northwestly in a straight line to a point opposite H.E.S. 242+25 and a distance of 50 feet Northwestly therefrom; thence continuing Northeastly parallel with said center line to the Southerly line of Tract 1; thence Westly along the Southerly line of Tract 1 to a point opposite H.E.S. 242+00; thence Northly at right angles to the Northly line of Tract 1, and the end of this line description.

ALSO All that portion of the following described Parcel "A" lying Northly of the following described line: Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as H.E.S.) 39+00 and a distance of 125 feet Southly, when measured at right angles, from the center line of SR 518, 55M 1-K to Jct. PSH 1 Freeway; thence Northly in a straight line to a point opposite H.E.S. 40+50 and a distance of 100 feet Southly therefrom; thence Northeastly parallel with said center line to a point opposite H.E.S. 43+50 and the end of this line description.

PARCEL "A"

Tract 1: That portion of the Southwest 1/4 of the Northeast 1/4 of Section 20, Township 23 North, Range 4 East, W.M., described as follows: Beginning at a point on the Westerly margin of Seattle-Des Moines Highway which bears North 35°44'40" East along said marginal line 1096.61 feet from the South boundary line of said subdivision; thence South 89°54'20" West to an intersection with the Easterly line of the West 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section; thence South 0°22'10" West along said Easterly line 82.1 feet; thence North 89°54'20" East to the Westerly margin of said Seattle-Des Moines Highway; thence North 35°44'40" East along said Westerly margin 101.28 feet, more or less, to the point of beginning; EXCEPT the Westerly 5.20 feet thereof; Situate in the County of King, State of Washington.

Tract 2: That portion of the North 440 feet of the South 880 feet of the East 990 feet of the Southwest 1/4 of the Northeast 1/4 of Section 20, Township 23 North, Range 4 East, W.M., lying Westerly of County Road, EXCEPT that portion thereof described as follows: Beginning at a point on the Westerly marginal line of the Seattle-Des Moines Highway, which point bears North 35°44'40" East along the said Westerly marginal line 1096.61 feet from the South boundary line of the said Southwest 1/4; run thence South 89°54'20" West 559.85 feet to a post; thence South 0°22'10" West 82.1 feet to a post; thence North 89°54'20" East 501.22 feet to a post on the said Westerly marginal line; thence North 35°44'40" East along the said Westerly marginal line 101.28 feet to the point of beginning; Situate in the County of King, State of Washington; TOGETHER WITH an easement for ingress and egress as disclosed by auditor's file No. 419144.

FILED FOR RECORD AT DEPARTMENT OF
TRANSAMERICA TITLE
INSURANCE COMPANY
1001 4th Ave. Seattle, WA 98101



Parcel 1-5491

551407

A

TA 334364-9

NO Rev

26

TA

WARRANTY DEED

0925-1(22) LIMITED ACCESS

In the Matter of State Route 518 (SSN No. 22N 1-K to Jct. PSH 1 (Fremont), KNOW ALL MEN BY THESE PRESENTS, That the Grantors Ronald C. McIntosh and Ruth J. McIntosh, his wife

THIS DEED IS SUBJECT TO THE TRANSMITTED TITLE INSURANCE COMPANY OF THE STATE OF WASHINGTON

for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other valuable consideration hereby granted and warrant to the STATE OF WASHINGTON, the following described real estate situated in King County, in the State of Washington to the same effect and purpose as if the rights herein granted had been acquired under Limited Down in the State of Washington

That portion of the following described Parcel 'W' lying southeasterly of a line described as follows: Beginning at a point on the northerly line of Parcel 'X', which point is 40 feet northwesterly, when measured at right angles, from the center line of Des Moines Way South of SR 518, SSN 1-K to Jct. PSH 1 (Fremont), thence southwesterly in a straight line to a point on the southerly line of Parcel 'X', which point is 70 feet northwesterly, when measured at right angles, from said center line and the end of this line description.

PARCEL

That part on or the North 20 and 27 rods of the East 20 rods of the southwest of the northeast of section 20, Township 23 North, Range 4 East, which is no west of the center line of Des Moines Way (now Des Moines Way) included within the following described tract: Beginning at the intersection of the westerly line of said Des Moines Way with the north line of the said southwest 20 rods of the northeast of section 20, and running thence South 15°41'34" West along said westerly line of Des Moines Way 423.20 feet to the brow point of beginning of the tract herein described, thence and along with S57°03'34" West 25.51 feet, thence South 85°58'47" West 110.00 feet, thence South 1°04'17" West 32 feet, thence South 57°04'34" East 170.00 feet to the point of beginning, to be in the County of King, State of Washington.

The lands being conveyed herein contain an acre of 2.4133 acres more or less, the same being the total area concerning all of which are to be issued with this deed a map showing the location of the record and on file in the office of the County Clerk of King County, Washington, and bearing date of approval November 1, 1954 and recorded May 21, 1955, and the center line of which is also shown as record in the office of the County Clerk of King County, Washington.

That the Grantors hereby grant and warrant to the State of Washington and approve and confirm all existing, future or potential easements, rights, franchises, and other interests, from and between SR 518, SR 1-K to Jct. PSH 1 (Fremont) and the remainder of said Parcel 'W', EXCEPT that as a part of the deed to be hereinafter described, the Grantors shall construct a common driveway over and across the lands herein to provide the grantors, the grantors' heirs, assigns, and the Public Franchise Road, which shall be a public road, with access to the state of Washington and the grantors' remaining lands, where necessary, and the same to be maintained by the grantors.

That the Grantors shall construct on said Franchise Service Road a driveway not to exceed 14 feet in width and limited to use for the purpose of access to the lands herein, and the same shall be located at or near highway, Engineer's Station 1000 feet from the above mentioned and of definite location, and the same shall be the right of way line and the shoulder line of the driveway, their heirs, successors or assigns.

6.14.14
B 11.376

It is understood and agreed that the delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington until and until accepted and approved hereon in writing for the State of Washington, Department of Highways by the Chief Right of Way Agent

Dated this 24 day of November, 1968

*Revised 11/24/68
- Ruth J. McIntosh*

STATE OF WASHINGTON
DEPARTMENT OF HIGHWAYS

Alfred C. Kelly
Right of Way Agent

Individual person/organization name

STATE OF WASHINGTON

DEPARTMENT OF HIGHWAYS

and for the State of Washington

Ronald C. McIntosh and Ruth J. McIntosh

deceased in and the estate of
and under the will of the said deceased

and the said official and the said and

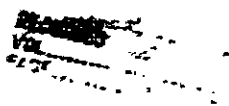


FILED for Record at Request of
TRANSAMER. CA TITLE INS. CO.
SEATTLE, WASH.

WARRANTY DEED

STATE OF WASHINGTON

*to be recorded return to
Transamerica Title Ins. Co.
1205 3rd Ave.
Seattle, WA 98101
Atty: Greg Anderson*



11/24/68

647293

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR KING COUNTY

1 THE STATE OF WASHINGTON,
2
3 Petitioner,
4
5 vs.

705479

NO. _____

6 CARLO L. OLSON and MARJORIE OLSON, his
7 wife, WASHINGTON MUTUAL SAVINGS BANK;
8 WILSON O. LUKS and GENE LUKS, his wife;
9 THOMAS L. PARKER and ALICE M. PARKER,
10 his wife; JAMES J. ROBBINS and FAYE S.
11 ROBBINS, his wife; DONALD STANLEY and
12 KATHLEEN STANLEY, his wife; CITIZENS
13 FEDERAL SAVINGS AND LOAN ASSOCIATION OF
14 PORTLAND; ROBERT H. PYRILL and EVELYN M.
15 PYRILL, his wife; BURL FLOORCRAFT, INC.,
16 a Washington corporation,

L I S P E N D A N T E

17 Respondents.

18 TO WHOM IT MAY CONCERN:

19 An action affecting the title to real property has been
20 commenced in the Superior Court of King County, State of Washington,
21 and is now pending in said court. Said property is more particularly
22 described as follows:

SLADE GORTON
BY JOHN J. O'CONNOR BY S. MICHAEL ROBERTS
Assistant Attorney General
Attorney General 2300 Capitol Blvd.
Temple of Justice Olympia, Washington 98501
Olympia, Wa. 98501 Telephone 733-6128

U.S. PAT. OFF. 1-44
REV. 10-1-55

Additional sheets

FEB 19 1960

ITEM NO. 1

PARCEL NO. 1-3497

INTERESTED PARTIES: MARLO L. OLSON and MARGENE OLSON, his wife; WASHINGTON MUTUAL SAVINGS BANK.

DESCRIPTION:

647233

All that part of the following described Tract "K" lying North of a line described as follows:

Begin at a point 50 feet distant Southerly when measured radially from the C Line Survey of SR 318, S38 No. 1-K to Jct. PSH NO. 1 Freeway at Highway Engineer's Station C 1+15; thence South 61°00' West 160 feet, more or less, to intersect the Southwesterly boundary of said Tract "K", and the end of this line description.

TRACT "K"

That portion of the Southwest 1/4 of the Northeast 1/4 of Section 20, Township 23 North, Range 4 East W.M., described as follows: Beginning at the intersection of the Easterly line of Des Moines Way with a line which is parallel with and 880 feet North of the Southerly line of said subdivision; thence East along said parallel line 200 feet, more or less, to the Northwesterly corner of Lot 11 of Loralake Addition, as per plat recorded in Volume 37 of Plats, on page 24, records of King County, and the true point of beginning; thence Westerly along said parallel line 200 feet, more or less, to said Easterly line of Des Moines Way; thence Southerly along said Easterly line 61.32 feet to intersect the Northerly line of South 150th Street as shown on said plat of Loralake Addition; thence South 27°35'45" East along said Northerly line 125.03 feet to a point of curve; thence continuing on said Northerly line along a curve to the left having a radius of 112.00 feet an arc distance of 43.00 feet; thence continuing on said Northerly line South 49°35'30" East 71.10 feet to a point of curve; thence continuing on said Northerly line along a curve to the left having a radius of 77.30 feet an arc distance of 43.50 feet to the Southwest corner of Lot 9, said Loralake Addition; thence North 13°09'10" East along the Westerly line of said Lots 9, 10 and 11 of said Plat, 260.23 feet to the true point of beginning.

The lands being herein condemned contain an area of 3,960 square feet, more or less, the specific details concerning all of which may be found within that certain map of definite location now of record and on file in the Office of the Director of Highways of Olympia, Washington, bearing date of approval November 5, 1938, revised May 23, 1948; and the center line of which is also of record in Book 1 of Highway Plats, page 177, under Auditor's File No. 4963237, records of King County, State of Washington.

TOGETHER WITH all rights of ingress and egress, if any (including all existing, future or potential easements of access, light, view and air) to, from and between said SR 318 and the remainder of said Tract "K"; this includes a restriction of access to So. 150th St. from the Northwesterly 60 feet of the remainder of said Tract "K".

SR 318
S38 No. 1-K to JCT. PSH NO. 1 FREEWAY

FEB 19 1969

ITEM NO. 2

PARCEL NO. 1-549D

INTERESTED PARTIES: NORMAN G. LUKE and HANNA LUKE, his wife; TRUMAN L. PARKER and ALICE M. PARKER, his wife.

DESCRIPTION:

6472939 All that part of the following described Tract "X" lying Northwesterly of a line described as follows:
Begin at a point 50 feet distant Southerly when measured radially from the C-Line Survey of SR 513, SSH No. 1-K to Jct. PSU No. 1 Freeway at Highway Engineer's Station C 1+19; thence South 61°00' West 150 feet to the end of this line description.

TRACT "X"

That portion of the Southwest ¼ of the Northeast ¼ of Section 20, Township 23 North, Range 4 East W.M., described as follows:
Beginning at the Northeast corner of said subdivision; thence South 1°18'03" West along the Easterly line thereof, 412.864 feet to the true point of beginning of the tract herein described; thence continuing South 1°18'03" West along said Easterly line, 27.136 feet; thence North 88°31'33" West 341.60 feet to the Easterly line of 16th Avenue South, now known as Des Moines Way; thence North 37°11'46" East, along said Easterly line, to a point which is North 53°16'43" West of the true point of beginning; thence South 53°16'43" East 261.45 feet, more or less, to the true point of beginning;
EXCEPT portion conveyed to the State of Washington by Auditor's File No. 4097707.

Situate in the County of King, State of Washington.

The lands being herein condemned contain an area of 2,100 square feet, more or less, the specific details concerning all of which may be found within that certain map of definite location now of record and on file in the Office of the Director of Highways at Olympia, Washington, bearing date of approval November 3, 1958, revised May 23, 1968; and the center line of which is also of record in Book 1 of Highway Plats, Page 177, under Auditor's File No. 4963257, records of King County, State of Washington.

SR 513
SSH NO. 1-K to JCT. PSU NO. 1 FREEWAY

(Sl. #5 - 12-5-68)

FEB 19 1969

CAT-2939

1 The object of said action is to acquire by condemnation the
2 lands, real estate, premises and other property and/or property rights
3 hereinbefore described as a right of way for that certain state highway
4 known as SR 513, said lands being situate, lying and being in
5 the County of King, State of Washington.

6 The name of the petitioner and plaintiff in said action is
7 the State of Washington, and the names of the respondents and defendants
8 in said action are:

- 9 Mario L. Olson and Margene Olson, his wife
- 10 Washington Mutual Savings Bank
- 11 Norman G. Luke and Hanna Luke, his wife
- 12 Truman L. Parker and Alice M. Parker, his wife
- 13 James J. Robbins and Faye E. Robbins, his wife
- 14 Merrill Blackley and Katherine Blackley, his wife
- 15 Citizens Federal Savings and Loan Association of Seattle
- 16 Robert M. Powell and Evelyn M. Powell, his wife,
- 17 Surien Fiberglass, Inc., a Washington corporation

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DATED this 17 day of February, 1969.

JOHN J. O'CONNELL STATE CANTON
Attorney General

S. Michael Bergens
S. MICHAEL BERGENS
Assistant Attorney General
Attorneys for Petitioner.

Lis Pendons
LAWYERS

FEB 19 1969

ITEM NO. 3

PARCEL NO. 1-3303

INTERESTED PARTIES: JAMES J. ROBBINS and FAYE E. ROBBINS, his wife; MERRILL BLAKLEY and KATHERINE BLAKLEY, his wife; CITIZENS FEDERAL SAVINGS AND LOAN ASSOCIATION OF SEATTLE.

DESCRIPTION:

6472434
All that part of the following described Tract "X" lying Easterly of a line drawn parallel with 50 feet distant westerly when measured at right angles from the 16th Ave. S. center line survey of SR 518, SSH No. 1-K to JCT. FSH No. 1 Freeway.

TRACT "X"

That portion of the North 26 2/3 rods of the East 60 rods of the Southwest 1/4 of the Northeast 1/4 of Section 20, Township 23 North, Range 4 East W.H., lying West of 16th Avenue South to Des Moines Road (now known as Des Moines Way) described as follows:
Beginning at the intersection of the westerly line of said Des Moines Way with the North line of said Southwest 1/4 of the Northeast 1/4 of Section 20 and running thence South 37°43'34" West along the westerly line of said Des Moines Way, 190.98 feet; thence South 89°58'45" West 83.87 feet; thence North 0°34'15" West 155 feet; thence North 89°50'45" East along the said North line of said Southwest 1/4 of the Northeast 1/4 of Section 20, 201.92 feet to the place of beginning;
EXCEPT that portion conveyed to the State of Washington by Auditor's File No. 3693489 for Secondary State Highway No. 1-L SSH No. 1-K to Jct. FSH No. 1 Freeway;
Situate in the County of King, State of Washington.

The lands being herein concerned contain an area of 1,040 square feet, more or less, the specific details concerning all of which may be found within that certain map of definite location now of record and on file in the Office of the Director of Highways at Olympia, Washington, bearing date of approval November 3, 1958, revised May 23, 1958; and the center line of which is also of record in Book 1 of Highway Plans, page 177, under Auditor's File No. 4963257, records of King County, State of Washington.

SR 518
SSH NO. 1-K TO JCT. FSH NO. 1, FREEWAY

(Bl. 65 - 12-5-68)

FEB 19 1969

ITEM NO. 4

PARCEL NO. 1-3020

INTERESTED PARTIES: ROBERT M. POWELL and EVELYN M. POWELL, his wife; SURIEN FLOOR-CRAFT, INC., a Washington corporation.

DESCRIPTION:

6472139 All that part of the following described Tract "K" lying Southeasterly of a line described as follows:
Begin at a point 30 feet distant Northwesterly when measured at right angles from the 14th Ave. S. center line survey of SR 518, 358 No. 1-K to JCT. PSH No. 1 Freeway at Highway Engineer's Station 239+00; thence Northeasterly 131 feet, more or less, to intersect the Southeasterly margin of said Tract "K" at a point opposite Highway Engineer's Station 236+50 on said centerline, and the end of this line description.

TRACT "K"

That portion of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 20, Township 23 North, Range 4 East W.M., described as follows:
Beginning at a point on the Westerly line of said subdivision, 792 feet South of the Northwest corner thereof; thence South $89^{\circ}28'16''$ East 287.26 feet to Des Moines Way; thence Southwesterly along Des Moines Way, 120 feet; thence Northwesterly to a point in the West line of said subdivision 13 feet South of the point of beginning; thence North to the point of beginning;
Situate in the County of King, State of Washington.

The lands being herein condemned contain an area of 800 square feet, more or less, the specific details concerning all of which may be found within that certain map of definite location now of record and on file in the Office of the Director of Highways at Olympia, Washington, bearing date of approval November 5, 1958, revised May 23, 1968; and the center line of which is also of record in Book 1 of Highway Plans, page 177, under Auditor's File No. 4963257, records of King County, State of Washington.

TOGETHER WITH the right to enter upon the respondents remaining lands, where necessary, to remove improvements located wholly or partially upon the right of way.

SR 518
358 NO. 1-K TO JCT. PSH NO. 1 FREEWAY

(Bl. 65- 12-3-68)

FEB 19 1969

WARRANTY DEED

In the Matter of State Route 103 (SSH No. 1-L...) SS4 No. 1-K to Jct. 158 No. 1 Freeway

KNOW ALL MEN BY THESE PRESENTS, That the Grantors Charles H. Hackett and Armenta S. Hackett, his wife

5424723

RECORDED AT REQUEST OF TRANSAMERICA TITLE INSURANCE COMPANY

for and in consideration of the sum of Ten (\$10.00) Dollars

to the STATE OF WASHINGTON, the following described real estate situated in King County, in the State of Washington, to the same extent and purpose as if the rights herein granted had been acquired under Eminent Domain statute of the State of Washington:

All that portion of the following described Parcel "A" lying northerly of the following described line: Beginning at a point 100 feet S westerly, then measured at right angles to the center line of SH No. 103, 1-1 SSH No. 1-K to Jct. 158 No. 1 Freeway and north to Highways Station 1050; thence easterly in a straight line to a point 100 feet S westerly, then measured at right angles to said center line and on site Highways Station 1050; a line description.

6 1/2 rods of the East 1/2 rods of the Southwest 1/4 of the North 1/2 of Section 10, Township 36 North, Range 14 East, 4th N. M., lying west of Box Office Way, ...

... description of the formerly line of said road way with the North line ...

... that portion of the State of Washington by Auditor's File No. 417100 for ...

... the specific details concerning all of which are to be found within that certain map of definite location ...

... together with easement for ingress and egress as disclosed by instruments recorded under Auditor's File No. 3188010 and 3188011, records of said County.

It is understood and agreed that the delivery of this deed is hereby tendered and that the terms ...

Dated this 10th day of September, 1958

Charles H. Hackett
Armenta S. Hackett

Accepted and approved 10-18-58

STATE OF WASHINGTON
DEPARTMENT OF HIGHWAYS
Chief Right of Way Agent

Parcel 1-192

(Individual acknowledgment form)

STATE OF WASHINGTON.

County of KING

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this 15th day of September, 1961, personally appeared before me Charles H. Mackstock and Cornelia S. Mackstock

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

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

Notary Public in and for the State of Washington. Residing at Seattle. Notary seal for Charles H. Mackstock, Notary Public in and for the State of Washington, No. 15492.

(Corporation acknowledgment form)

STATE OF WASHINGTON.

County of KING

On this day of and before me personally appeared

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

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

FILED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT, KING COUNTY, WASH.

Notary Public in and for the State of Washington. Residing at RECORDED VOL. PAGE REQUEST OF 1961 OCT 24 AM 8 30 KING COUNTY WA

6424923 101 WARRANTY DEED FROM TO STATE OF WASHINGTON IN King County. If you would like to return to Transamerica Title Co. 105 - 3rd Ave Seattle, Wash 98104 Attn: A. Williams. State Route 15492

DEED OF TRUST

THIS DEED OF TRUST, is made this 24th day of May, 19 67,

BETWEEN JOSEPH P. MOORE and EVELYN MOORE, husband and wife, as Grantor,

whose address is 14834 - 8th Avenue South, Seattle, Washington ;

and THE PACIFIC NATIONAL BANK OF SEATTLE, a national banking association as Trustee,

whose address is 900 Second Avenue, Seattle, Washington 98104 ;

and NORTHWEST MORTGAGE, INC., a Washington corporation

as Beneficiary,

whose address is 909 Norton Building, Seattle, Washington 98104

Grantor hereby irrevocably grants, bargains, sells and conveys to Trustee in trust, with power of sale, the following described property in King County, Washington:

The north 60 feet of the south 64 feet of the south 2 acres of the north 3 acres of the west quarter of the southwest quarter of the northeast quarter of section 20, township 23 north, range 4 east, W.M., in King County, Washington; EXCEPT the west 30 feet thereof conveyed to King County for road by deed recorded under auditor's file No. 3211805.

TOGETHER WITH all the tenements, hereditaments, and appurtenances now or hereafter thereto belonging or in anywise appertaining, and the rents, issues and profits thereof.

THIS DEED IS FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantor herein contained and payment of the sum of FIFTEEN THOUSAND SIX HUNDRED AND NO/100 - - - - Dollars (\$ 15,600.00 - - -) with interest thereon according to the terms of a promissory note of even date herewith, payable to Beneficiary or order and made by Grantor, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

The Grantor covenants and agrees as follows:

1. That he will pay the indebtedness secured hereby. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; *Provided, however,* That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further, That in the event this debt is paid in full prior to maturity and at that time it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of the note secured hereby an adjusted premium charge of one per centum (1%) of the original principal amount thereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if this Deed of Trust and the note secured hereby had continued to be insured until maturity; such payment to be apportioned by the holder thereof upon its obligation to the Secretary of Housing and Urban Development on account of mortgage insurance.

618647

2 B-925898 U-9

JUN 8-1967 - 8 30 FILED BY PNL

5639206

ASSIGNMENT OF MORTGAGE
(BY CORPORATION)

FILED FOR RECORD AT REQUEST OF
SEATTLE TITLE COMPANY
719 SECOND AVE.
SEATTLE, WASHINGTON 98104

**WASHINGTON
TITLE INSURANCE
COMPANY**
SEATTLE WASHINGTON

Mail to BALLARD MORTGAGE CO., INC.
2401 N. W. MARKET STREET
SEATTLE, WASHINGTON 98107

B 703560

Assignment of Mortgage
(BY CORPORATION)

Form LB1

KNOW ALL MEN BY THESE PRESENTS: That
BALLARD MORTGAGE COMPANY, INC.

, a corporation,

for value received does hereby grant, bargain, sell, assign, transfer and set over unto
UNION FEDERAL SAVINGS AND LOAN ASSOCIATION, located at Pittsfield, Massachusetts

that certain mortgage bearing date the 20th day of June, 1963, made and

executed by RONALD C. McINTOSH and RUTH J. McINTOSH, his wife

as mortgagor to BALLARD MORTGAGE COMPANY, INC.

to secure payment of the sum of TWELVE THOUSAND ONE HUNDRED FIFTY AND NO/100

Dollars (\$ 12,150.00) and interest, and recorded

in the office of the County Auditor of King County, State of Washington,

on the 2nd day of July, 1963, in Volume 4672 of Mortgages,

at page 531, being Auditor's File No. 5604241, together with the note thereby secured

and the money due and to grow due thereon, with the interest.

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers and
its corporate seal to be hereunto affixed this 14th day of September, 1963.

BALLARD MORTGAGE COMPANY, INC.

By *Charles C. West*
Charles C. West, Secretary

By

STATE OF WASHINGTON,
County of King

On this 14th day of Septer File No. G-139
undersigned, a Notary Public in and for the State of Washington

Charles C. West
to me known to be the President of

BALLARD MORTGAGE COMPANY, INC. Plat
the corporation that executed the foregoing instrument,
voluntary act and deed of said corporation, for the use Subdivn SW 1/4 NE 1/4
he is authorized to execute the said instru Sec 20 Twp 23 Rg 4 I.O.P.
corporation.

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

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

SEP 18 1963 830 Filed by WTI



**TRANSAMERICA TITLE
INSURANCE COMPANY**

6186416

820494 391

THIS SPACE RESERVED FOR RECORDER'S USE.

RECORDED
VOL. OF
PAGE REQUEST OF
1967 8 AM 8 30

OM
OM
R.P.

PIONEER NATIONAL TITLE INSURANCE CO.
710 3rd AVE.
SEATTLE, WASHINGTON 98104

6186416

Filed for Record at Request of

Name Preferred Mortgage, Inc.

Address 230 S.W. 153rd St.,

City and State Seattle, Washington

ROBERT A. MURPHY AUDITOR
KING COUNTY, WASH.
DEPUTY

Statutory Warranty Deed

Form 487-1-REV

esc. No. 643

THE GRANTOR HELENE MULLER, as her separate estate, who is identical with HELENE A. MULLER

for and in consideration of Ten and No/100 Dollars and other valuable considerations

in hand paid, conveys and warrants to Joseph P. MOORE and EVELYN MOORE, his wife

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

The north 60 feet of the south 64 feet of the south 2 acres of the north 3 acres of the west quarter of the southwest quarter of the northeast quarter of section 20, township 23 north, range 4 east, W.M., in King County, Washington; EXCEPT the west 30 feet thereof conveyed to King County for road by deed recorded under auditor's file 3211805.

**SALES TAX LIEN
PAID**

JUN 27 1967

M. J. R. WILLIAMS
KING COUNTY TREASURER

BY *[Signature]* DEPUTY
No. 1683379



Subject to easements, restrictions and reservations of record



Dated this 22nd day of May, 1967

..... (SEAL)

STATE OF WASHINGTON,

County of King

..... (SEAL)

On this day personally appeared before me Helene Muller

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

Notary Public in and official seal this 22 day of June, 1967



Catherine M. Johnson
Notary Public in and for the State of Washington,
residing at Seattle

6097708

WA 4853 REC 489

LIMITED ACCESS

S. F. No. 2000-A-3-26-1964 2014

WARRANTY DEED

In the Matter of Secondary State Highway No. 1-L (SR 518) SSH No. 1-K To Jct. PSH No. 1 Freeway

6097708

KNOW ALL MEN BY THESE PRESENTS, That the Grantors
Ralph G. Morris and Melita H. Morris, husband and wife

for and in consideration of the sum of Mutual Benefits

DEED

hereby convey and warrant to the State of Washington, the following described real estate situated in King County, in the State of Washington:

All that portion of the following described Parcel "A" lying northerly of a line drawn parallel 5th and 100 feet southerly when measured at right angles from the center line SSH No. 1-L (SR 518) SSH No. 1-K To Jct. PSH No. 1 Freeway.

Parcel "A":

That portion of the North 26 2/3 rods of the East 60 rods of the Southwest 1/4 of the Northeast 1/4 of Section 20, Township 23 North, Range 4 East W.M., lying West of the 14th Avenue South to Des Moines Road (Now known as Des Moines Way) included within the following described tract:

Beginning at the intersection of the Westerly line of said Des Moines Way with the North line of the said Southwest 1/4 of the Northeast 1/4 of Section 20, and running thence South 35°43'34" West, along said Westerly line of Des Moines Way, 378.66 feet to the true point of beginning of the tract herein described;
thence continuing South 35°43'34" West 102.74 feet;
thence North 81°04'34" West 170.39 feet;
thence North 0°34'15" West 92.02 feet;
thence North 32°14'15" East 12.34 feet;
thence South 78°27'26" East 227.24 feet to the true point of beginning;

Situate in the County of King, State of Washington.
Together with an easement for ingress and egress as disclosed by instrument recorded under Auditor's File No. 318847, records of said county.

The lands being conveyed herein contain an area of 364 square feet, more or less, the specific details concerning all of which are to be found within that certain map of definite location now of record and on file in the office of the Director of Highways at Olympia and bearing date of approval 11/5/1958, revised 1/26/1965

Also, the grantors herein convey and warrant to the State of Washington all rights of ingress and egress (including all existing, future or potential easements of access, light, view and air) to, from and between said SSH No. 1-L (SR 518) SSH No. 1-K To Jct. PSH No. 1 Freeway, and the remainder of said Parcel "A".

It is understood and agreed that the delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, Department of Highways, by the Chief Right of Way Agent.

Dated this 26 day of August, 1966

Ralph G. Morris
Melita H. Morris

Accepted and approved 18-7-66

STATE OF WASHINGTON
DEPARTMENT OF HIGHWAYS

By [Signature]
Chief Right of Way Agent

Parcel 1-22677

WASHINGTON
TITLE INSURANCE
COMPANY

REAL ESTATE CONTRACT

THIS CONTRACT, made and referred into this 20 July 1966

between MILDRED T. HILL who is identical with MILDRED THOMAS HILL, as her separate estate,

hereinafter called the "Seller," and BEN A. ARNOLD and GRACE G. ARNOLD, 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 1/2 acre of land with the improvements in King County, State of Washington

the north 110 feet of south 2 acres of north 5 acres of west quarter of southwest quarter of northeast quarter of section 20, township 23 north, range 4 east, W.M., in King County, Washington, EXCEPT the west 10 feet thereof conveyed to King County for road under auditor's file No. 3722458.

Parcel (B)

The south 4 feet of the south 2 acres of the north 1 acre of the west quarter of the southwest quarter of the northeast quarter of section 20, township 23 north, range 4 east, W.M., in King County, Washington, EXCEPT the west 10 feet thereof conveyed to King County for road by deed 3722458 under auditor's file No. 3711805.

Parcel (C)

The east 100 feet of the following described property:

That portion of the southwest quarter of the northeast quarter of section 20, township 23 north, range 4 east, W.M., in King County, Washington, described as follows:

Commencing at a point on the westerly marginal line of Seattle-Des Moines Highway, which point bears north 35°44'40" east, along the said westerly marginal line, 1096.61 feet from the south boundary line of said southwest quarter; running thence south 89°54'20" west 559.85 feet to a post; thence south 0°22'10" west 82.1 feet to a post; thence north 90°00'00" east 501.72 feet, to a post on the said westerly marginal line; thence north 35°44'40" east, along the said westerly marginal line 101.28 feet to the point of beginning.

The terms and conditions of this contract are as follows: The purchase price is Twenty-five thousand and no/100 (\$ 25,000.00) Dollars, of which Seven thousand two hundred fifty and no/1000 (\$ 7,250.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

Five hundred fifty and no/100 (\$ 550.00) Dollars

on or before the 27th day of August, 1966

and Five hundred fifty and no/100 (\$ 550.00) Dollars on or before the 27th 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 6 3/4 % per cent per annum from the 27th day of July 1966

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 Burien Branch, Seattle-First National Bank or at such other place as the seller may direct in writing.

FILED

SALES TAX LIEN PAID

As provided in this contract "Date of closing" shall be July 27 1966

The purchaser agrees and agrees to pay before delinquency all taxes and assessments that may be levied against and become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any such taxes or assessments, or has assumed payment of or agreed to purchase subject to, any taxes or assessments of a certain kind, the purchaser agrees to pay the same before delinquency.

The purchaser agrees, until the purchase price is fully paid, to keep the building now and hereafter placed on said real estate in good repair and to insure the same against loss or damage by both fire and windstorm in a company acceptable to the seller, and to pay all premiums therefor and to deliver all policies and receipts therefor to the seller.

The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor the purchaser is responsible for the condition of any improvements thereon nor shall the purchaser or seller be liable for the cost of any alterations, improvements or repairs unless the covenant or agreement made in this contract shall have been made a part of the contract.

The purchaser shall be liable for all interests of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, or to any part thereof, by fire, lightning, explosion, or other cause, and shall be liable for the cost of repairs, reconstruction or replacement thereof, and for the cost of any alterations, improvements or repairs, unless the covenant or agreement made in this contract shall have been made a part of the contract. In case any part of said real estate is damaged or destroyed by fire, lightning, explosion, or other cause, the purchaser shall be liable for the cost of repairs, reconstruction or replacement thereof, and for the cost of any alterations, improvements or repairs, unless the covenant or agreement made in this contract shall have been made a part of the contract. The purchaser shall be liable for the cost of repairs, reconstruction or replacement thereof, and for the cost of any alterations, improvements or repairs, unless the covenant or agreement made in this contract shall have been made a part of the contract.

The seller, as covenanted, or agrees to deliver within 15 days of the date of closing a purchase money mortgage to the lender named herein, or a conveyance therefor, issued by Washington Title Insurance Company, as and the purchaser shall be liable for the cost of such mortgage or conveyance, and the purchaser shall be liable for the cost of any alterations, improvements or repairs, unless the covenant or agreement made in this contract shall have been made a part of the contract.

The seller, as covenanted, or agrees to deliver within 15 days of the date of closing a purchase money mortgage to the lender named herein, or a conveyance therefor, issued by Washington Title Insurance Company, as and the purchaser shall be liable for the cost of such mortgage or conveyance, and the purchaser shall be liable for the cost of any alterations, improvements or repairs, unless the covenant or agreement made in this contract shall have been made a part of the contract.

The seller, as covenanted, or agrees to deliver within 15 days of the date of closing a purchase money mortgage to the lender named herein, or a conveyance therefor, issued by Washington Title Insurance Company, as and the purchaser shall be liable for the cost of such mortgage or conveyance, and the purchaser shall be liable for the cost of any alterations, improvements or repairs, unless the covenant or agreement made in this contract shall have been made a part of the contract.

... contract or contracts under which seller is purchasing said real estate, ...

Easement recorded under King County Auditor's File No. 298098; as to Parcel (ac) in favor of King County for ditch, and Deed recorded under King County Auditor's File No. 3228458 for slopes

RECORDED

... before the purchase and ... to possession of said real estate ...

Mildred T. Hill
Don A. Arnold

CLASSIFICATION
KING

... MILDRED T. HILL who is identical with MILDRED THOMAS HILL, as her separate estate

July, 1966

Seattle

Real Estate Contract

CRON

RECORDED
VOL
PAGE

27

WASHINGTON
TITLE INSURANCE
COMPANY
SEATTLE, WASHINGTON

Don A. Arnold
15001 Des Moines Way South
Burien, Washington 98148

Don A. Arnold
15001 Des Moines Way South
Seattle, Washington 98148

File Record No. 111631

ASSIGNMENT OF MORTGAGE
(BY CORPORATION)

5639206

FILED FOR RECORD AT REQUEST OF
SEATTLE TITLE COMPANY
719 SECOND AVE.
SEATTLE, WASHINGTON 98104

WASHINGTON
TITLE INSURANCE
COMPANY
SEATTLE, WASHINGTON

Mail to BALLARD MORTGAGE CO., INC.
2401 N. W. MARKET STREET
SEATTLE, WASHINGTON 98107

B 705560

Assignment of Mortgage
(BY CORPORATION)

FORM L51

KNOW ALL MEN BY THESE PRESENTS: That
BALLARD MORTGAGE COMPANY, INC.

, a corporation,

for value received does hereby grant, bargain, sell, assign, transfer and set over unto
UNION FEDERAL SAVINGS AND LOAN ASSOCIATION, located at Pittsfield, Massachusetts
that certain mortgage bearing date the 20th day of June, 1963, made and
executed by RONALD C. McINTOSH and RUTH J. McINTOSH, his wife
as mortgagor to BALLARD MORTGAGE COMPANY, INC.

U-12

to secure payment of the sum of TWELVE THOUSAND ONE HUNDRED FIFTY AND NO/100
Dollars (\$ 12,150.00) and interest, and recorded
in the office of the County Auditor of King County, State of Washington,
on the 2nd day of July, 1963 in Volume 4672 of Mortgages,
at page 531, being Auditor's File No. 5604241, together with the note thereby secured
and the money due and to grow due thereon, with the interest.

B 705520

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers and
its corporate seal to be hereunto affixed this 14th day of September, 1963.

BALLARD MORTGAGE COMPANY, INC.

By *Charles C. West*
Charles C. West, Secretary

By _____

STATE OF WASHINGTON,
County of King

On this 14th day of Septer File No. G-139
undersigned, a Notary Public in and for the State of Washington

Charles C. West Block No.
to me known to be the President and
BALLARD MORTGAGE COMPANY, INC.

the corporation that executed the foregoing instrument,
voluntary act and deed of said corporation, for the use Subdvn. SW 1/4 NE 1/4
be is authorized to execute the said instru Sec 20 Twp 23 Rg 4
corporation.

I.O.P.

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

William A. West
Notary Public in and for the State of Washington,
residing at Woodinville

SEP 18 1963 830 Filed by WT1

5604241

MORTGAGE

THIS MORTGAGE, Made this 20th day of JUNE, 1963, by

RONALD C. McINTOSH AND RUTH J. McINTOSH, his wife

of SEATTLE, County of KING, State of Washington, mortgagor, and

BALLARD MORTGAGE COMPANY, INC.

a corporation
mortgagee.

organized and existing under the laws of THE STATE OF WASHINGTON

WITNESSETH, That the mortgagor mortgages to the mortgagee, its successors and assigns, the following-described real estate, situated in the County of KING, State of Washington, to wit:

B-7055

That portion of the north 26 and 2/3 rods, of the east 60 rods, of the southwest quarter of the northeast quarter of section 20, township 23 north, range 4 east, W.M., in King County, Washington, lying west of the 14th Avenue South to Des Moines Road (now Des Moines Way). Included within the following described tract:

Beginning at the intersection of the westerly line of said Des Moines Way with the north line of the said southwest quarter of the northeast quarter of section 20, and running thence south 35°43'34" west along said westerly line of Des Moines Way 481.20 feet to the true point of beginning of the tract herein described; thence continuing south 35°43'34" west 65.93 feet; thence south 89°58'45" west 129.02 feet; thence north 0°34'15" west 80 feet; thence south 81°04'34" east 170.39 feet to the true point of beginning.

with all rents, issues and profits therefrom, and all appurtenances, fixtures, attachments, tenements, and hereditaments belonging or appertaining thereto, including all heating equipment, oil burners, light and plumbing fixtures, window shades, linoleum which is glued to floors, refrigeration and other house service equipment, and trees and shrubs, together with all interest therein of the mortgagor and that is hereafter acquired by him, to secure the payment of the principal sum of TWELVE THOUSAND ONE HUNDRED

FIFTY AND NO/100-----Dollars (\$ 12,150.00), as evidenced by a certain promissory note of even date herewith and the terms of which are incorporated herein by reference, with interest from date at the rate of Five and one quarter per centum (5 1/4 %)

per annum on the balance remaining from time to time unpaid; the said principal and interest to be payable at the office of BALLARD MORTGAGE COMPANY, INC. in SEATTLE, WASHINGTON or at such other place as the holder may designate in writing, in monthly installments of SIXTY SEVEN AND 19/100-----Dollars (\$ 67.19), commencing on the first day of August, 1963, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of the entire indebtedness evidenced by said note, if not sooner paid, shall be due and payable on the first day of July, 1993

The within-described mortgaged property is not used principally for agricultural or farming purposes.

(1)

JUL 2 - 1963

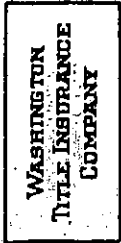
830

Filed by WTI

5604240

Statutory Warranty Deed

705560



Mail to BALLARD-ESCROW, INC.

P. O. box 338

Burien, Wash. Escrow 7-77-6664

Send Tax Statement to

FORM L58

Statutory Warranty Deed

THE GRANTOR, MAMIE C. STREATER, individually and as administratrix of estate of JOHN NELSON STREATER, Deceased,

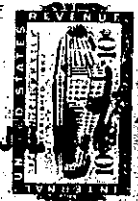
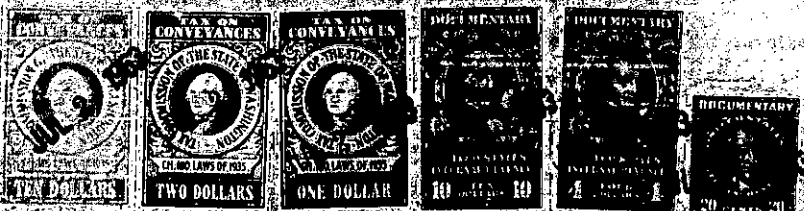
for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable considerations,

in hand paid, conveys and warrants to RONALD C. MC INTOSH and RUTH J. MC INTOSH, his wife,

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

That portion of the north 26 and 2/3 rods of the east 60 rods of the southwest quarter of the northeast quarter of section 20, township 23 north, range 4 east, W.M., in King County, Washington, lying west of the 14th Avenue South to Des Moines Road (now Des Moines Way) included within the following described tract:

Beginning at the intersection of the westerly line of said Des Moines Way with the north line of the said southwest quarter of the northeast quarter of section 20, and running thence south 35°43'34" west along said westerly line of Des Moines Way 481.20 feet to the true point of beginning of the tract herein described; thence continuing south 35°43'34" west 65.93 feet; thence south 89°58'45" west 129.02 feet; thence north 0°34'15" west 80 feet; thence south 81°04'34" east 170.39 feet to the true point of beginning.



SALES TAX LIEN PAID

Subject to all easements, restrictions and reservations of record.

Dated this 27th day of March, 1963.

Handwritten signature and number 718554

Mamie C. Streater (SEAL) widow

Mamie C. Streater (SEAL) as admx

STATE OF WASHINGTON,

County of KING

On this day personally appeared before me Mamie C. Streater, Administratrix for estate of John N. Streater, Deceased, and individually, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the use and purposes therein mentioned.

GIVEN under my hand and official seal this 2nd day of April, 1963.

Handwritten signature Margent Cray, Notary Public and for the State of Washington, residing at Seattle.

JUL 2 - 1963 830 Filed by WTI

SATISFACTION OF MORTGAGES

5476317

PACIFIC FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, formerly known as PACIFIC FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION of Tacoma, a corporation chartered under, and existing by virtue of, the laws of the United States of America, acknowledges satisfaction of those mortgages in favor of said association, filed in the office of the Auditor of King County, Washington, given by the mortgagors and recorded in the volumes, at the pages and bearing Auditor's recording dates and numbers, as follows:

Loan No.	Name of Mortgagor (s)	RECORDED			File No.
		Vol.	Page	Date	
2-2-4409-7	Thomas Stave and Clara M. Stave	2322	616	1/28/48	3768178
2-1-4620-1	Robert C. Wilson and Lou Wilson	2435	511	11/27/48	3857710
2-1-7023-6	W. Nelson Miller and Esther M. Miller	2686	470	7/25/50	4038812
2-1-24637-7	Ralph C. Morris and Melita H. Morris	1923	547	3/4/44	3370855
2-4-38300-5	Bennie L. Brown and Alberta Brown	2863	260	9/17/51	4170142
2-4-38550-3	Harry A. Johnson and Nina Mae Johnson	2900	47	1/9/52	4200010
2-4-49520-X	Pauline E. Puckett Fowler and Jack D. Fowler	2528	499	8/11/49	3927615
2-1-73768-6	Lester M. Maxon and M. Marcelle Maxon	4285	116	8/4/61	5313856
2-1-73896-1	Ruth E. Morrell	4328	170	11/1/61	5347916

Dated this 5th day of September 19 62.

PACIFIC FIRST FEDERAL SAVINGS and LOAN ASSOCIATION.

By R H McP...

2322 616 3768178
all 69 Acres of West Sea Hill L & D Co's 3rd plat
 2435 511 3857710
14, Schuerman's Garden Arch trails
 2686 470 4038812
all 2, Gibbs' 3rd
 1923 547 3370855
SW NE 20-23-4
 2863 260 4170142
all 3, Capital Hill Height
 2900 47 4200010
all 34, Bign Mews
 2528 499 3927615
all 5, Hillman City # 2
 4285 116 5313856
all 2, Twin View
 4328 170 5347916
18, Lake Wn Garden etc

5118664

SATISFACTION OF MORTGAGE

G-139

File No.

Block No. SW NE

Plat 20-23-4

Subdvn.

Sec Twp Rg I.O.P.

DEPUTY

WASHINGTON TITLE INSURANCE COMPANY

SEATTLE WASHINGTON FILED FOR RECORD AT REQUEST OF

Mail to Ben A. Arnold 1909 Des Moines Way Seattle 88, Washington

FORM L54

Satisfaction of Mortgage

I, the undersigned JOHN STREATER, individually and as sole legatee and devisee of Lois Streater, his wife, who died on November 22, 1958 in Hoquiam, Grays Harbor County, Washington, the owner and holder of that certain mortgage bearing date the 21st day of December 1951 executed by BEN A. ARNOLD and ERACE ARNOLD, his wife,

to secure payment of the sum of Four thousand and no/100 (\$ 4,000.00) Dollars

and interest,

and recorded in the office of the County Auditor of KING County, State of Washington, on the 2nd day of January, 1952 in Volume 2898 of Mortgages at page 8 being Auditor's File No. 4198424

do hereby acknowledge that the said mortgage has been FULLY SATISFIED AND DISCHARGED, and do hereby authorize and direct the said County Auditor to enter full satisfaction thereof of record.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 5th day of January, 1960.

John Streater (SEAL) individually and as sole legatee and devisee of Lois Streater, his wife, deceased.

STATE OF WASHINGTON,

County of KING

On this 5th day of January, 1960, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JOHN STREATER, individually and as sole legatee and devisee of Lois Streater, his wife, deceased, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 5th day of January, 1960.

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

JAN 6 - 1960

5081968

Statutory Warranty Deed



FILED for Record at Request of

Name Max Muller
Address 148 34 - 8th St.
Seattle 58, Wash

RECORDED
VOL.....
PAGE..... REQUEST OF

1959 SEP 21 AM 9 33

ROBERT A. MORRIS AUDITOR
KING COUNTY WASH.
DEPUTY

Mail to

\$2.00

Send Tax Statement to

Form 467-1-REV

Statutory Warranty Deed

THE GRANTOR EVELYN D. WEBBY, acting with reference to her sole and separate property

for and in consideration of **TEN DOLLARS**

in hand paid, conveys and warrants to **MAX MULLER and HELENE MULLER, his wife**

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

The North 60 feet of the South 64 feet of the South 2 Acres of the North 3 Acres of the West 1/4 of the South-west 1/4 of the Northeast 1/4 of Section 20, Township 23 North, Range 4 East, W. M. EXCEPT the West 30 feet thereof for road,

Subject to mortgage dated January 22, 1954, to secure payment of \$7600.00 and interest recorded February 8th, 1954 in Volume 3164 of Mortgages, page 56, under Auditor's file No. 4417147, by Percy L. Webby and Evelyn D. Webby, his wife, assigned to Metropolitan Insurance Company, by Seattle Trust & Savings Bank, mortgagee, April 8th, 1954, under Auditor's File No. 4433860.

SALES TAX LIEN PAID

Dated this 21 day of September, 1959

A. A. TREMPER
KING COUNTY TREASURER
DEPUTY
REG. 1800295

Evelyn D. Webby (SEAL)
..... (SEAL)

STATE OF WASHINGTON, }
County of **KING** }

On this day personally appeared before me **EVELYN D. WEBBY,**

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

GIVEN under my hand and official seal this fourth day of September, 1959

Warren J. ...
Notary Public in and for the State of Washington,
residing at **Seattle**

SEP 21 1959

5053573

Release of Mortgage

WASHINGTON MUTUAL SAVINGS BANK, a Washington corporation, acknowledges full payment of a mortgage for SIX THOUSAND AND NO/100 ----- Dollars (\$6,000.00)

now owned by it, executed by FRED W. PLUMLEE and MARY E. PLUMLEE, his wife, -----

as mortgagor under date of August 30, 1950 and recorded in the office of the

Auditor of KING County, State of WASHINGTON

on the 5th day of September, 1950 in Volume 2708 of Mortgages, Page 636

Auditor's File No. 4053527

Dated this 7th day of July, 1959.

WASHINGTON MUTUAL SAVINGS BANK
By [Signature] Assistant Vice-President
Attest [Signature] Assistant Secretary

State of Washington,)
County of King) ss.

On this 7th day of July, 19 59, before me personally appeared F. A. ROBINSON and ROBERT C. BURTON

Assistant to me known to be respectively the Vice-President and Assistant Secretary of the corporation that executed the within and 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 they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

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

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

sh



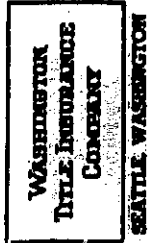
JUL 9 - 1959 8 30 Filed by WTI

5053872

Statutory Warranty Deed

NEED FOR RECORD AT REQUEST OF
SEATTLE TITLE COMPANY
719 SECOND AVE.
SEATTLE 4, WASHINGTON

596122



Mail to John S. Sreeter
P.O. Box 206
Vancouver, Wash.
Send Tax Statement to Lane

Form L56

Statutory Warranty Deed

THE GRANTORS, FRED W. PLUMLEE and MARY E. PLUMLEE, his wife,

for and in consideration of Twelve thousand (\$ 12,000.00) Dollars

in hand paid, conveys and warrants to JOHN STREATER, a widower,

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

That portion of the North 26-2/3 rods of the east 60 rods of the Southwest Quarter of the Northeast Quarter of Section 20, Township 23 North, Range 4 East W. M., lying west of the 14th Avenue South to Des Moines Road (now Des Moines Way) included within the following described tract: Beginning at the intersection of the westerly line of said Des Moines Way with the north line of said Southwest Quarter of the Northeast Quarter of Section 20, and running thence south 35°43'34" west along said westerly line of Des Moines Way 481.20 feet to the true point of beginning of the tract hereindescribed; thence continuing south 35°43'34" west 65.93 feet; thence south 89°58'45" west 129.02 feet; thence north 0°34'15" west 80 feet; thence south 81°04'34" east 170.39 feet to the true point of beginning; Except roads; Subject to Easement of Puget Sound Power & Light Company transmission line (Auditor's File No. 3018209) and building restriction (Auditor's File No. 3108105).

SALES TAX LIEN PAID

JUL 28 1959

TREMPER

STATE OF WASHINGTON

County of KING



7th day of July, 1959.

Fred W. Plumlee (REAL)
Mary E. Plumlee (REAL)

On this day personally appeared before me FRED W. PLUMLEE and MARY E. PLUMLEE, his wife, 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 7th day of July, 1959.

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

JUL 9 - 1959 830 Filed by WTI

5026329

STATUTORY WARRANTY DEED

THE GRANTORS, DONALD B. SIEFKEN AND AMY E. SIEFKEN, HIS WIFE, for and in consideration of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION in hand paid, convey and warrant to BENJAMIN A. ARNOLD AND GRACE G. ARNOLD, HIS WIFE, the following described real estate, situated in the County of King, State of Washington:

That portion of the north 26 2/3 rods of the east 60 rods of the southwest quarter of the northeast quarter of section twenty (20), township twenty-three (23) north, range four (4) east, W.M., lying west of the 14th Avenue South to Des Moines Road (now known as Des Moines Way) included within the following described tract:

Beginning at the intersection of the westerly line of said Des Moines Way with the north line of the said southwest quarter of the northeast quarter of section 20, and running thence south 35°43'34" west along said westerly line of Des Moines Way, 547.13 feet; thence south 89°58'45" west 269.02 feet to the true point of beginning of the tract herein described; continuing thence south 89°58'45" west 280.00 feet; thence north 0°34'15" west 172.02 feet; thence north 39°58'45" east 280.00 feet; thence south 0°34'15" east 172.02 feet to the true point of beginning;

1540
14

TOGETHER WITH an easement for ingress and egress over and across the following:

A strip of land having a uniform width of 30 feet, extending westerly from Des Moines Way and lying 15 feet on either side of a center line beginning at a point on the westerly margin of Des Moines Way which is south 35°43'34" west 190.98 feet from its intersection with the north line of the southwest quarter of the northeast quarter of said section 20; and running thence south 89°58'45" west, parallel to the north line of said subdivision of section 20, 237.30 feet to a point of curvature; thence along the arc of a curve to the left having a radius of 50 feet, a distance of 50.39 feet to a point of tangency; thence south 32°14'15" west 83.27 feet to a point of curvature; thence along the arc of a curve to the right having a radius of 50 feet a distance of 50.39 feet to a point of tangency; thence south 89°58'45" west 252.43 feet to the westerly end of this easement, said westerly end having a bearing of north 0°34'15" west and south 0°34'15" east.

Dated this 10 day of April, 1959.

SALES TAX LIEN PAID

APR 30 1959

A. A. TREMPER

KING COUNTY, TREASURER

ES40853

Donald B. Siefken

Amy E. Siefken

APR 30 1959

5010728

SATISFACTION OF MORTGAGES

PACIFIC FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, formerly known as PACIFIC FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION of Tacoma, a corporation chartered under, and existing by virtue of, the laws of the United States of America, acknowledges satisfaction of those mortgages in favor of said association, filed in the office of the Auditor of King County, Washington, given by the mortgagors and recorded in the volumes, at the pages and bearing Auditor's recording dates and numbers, as follows:

Loan No.	Name of Mortgagor (s)	Vol.	RECORDED		File No.
			Page	Date	
2-2-3372	Charles A. Harte and Evelyn Harte	2047	529	11/13/45	3516742
2-2-4714	Wynant C. Ran and Ethel B. Rau	2485	176	4/25/49	3895623
2-4-53143	Harry William Meeks and Shirley H. Joy Meeks	3273	425	10/14/54	4496159
2-4-50279	Chester W. Ramage and Rose Vera Ramage	3369	272	4/12/55	4560836
2-2-53015	Ivan Hartley Grant and Winifred Faye Grant	3266	540	9/30/54	4491395
2-2-54620	Kevin B. Henahan and Donna J. Henahan	3321	117	1/11/55	4527618
2-2-64279	Walter William Zimmerman	3691	419	7/23/57	4817338
2-2-493	Al Sisley and Helen Sisley	1583	570	11/7/39	3072041
2-1-56587	James L. Early and Hazel G. Early	3411	229	7/5/55	4590688

Dated this 19th day of March, 19 59.

2047/529 #3516742

B. Wood's Gr. Mt. Park

2485/176 #3895623

S.W. 4 NE 1 14-22-5

3273/425 #4496159

lot 3 Ballinger Lake View

3369/272 #4560836

A 63 Highland Pines

3266/540 #4491395

lots 4 & 13 City Park

3321/117 #4527618

B. B. Morrison #3

3691/419 #4817338

B. 1 Olympic Park

1583/570 #3072041

S.W. NE 4 20-23-4

3411/229 #4590688

B. 1 Seamount

MAR 23 1959

830

Filed by WTI

4985920

SATISFACTION OF MORTGAGE
(CORPORATE FORM)

File No.
Block No. 16 * 174
Plat
Subdivn.
Sec 20 Twp 23 Rg 4

FILED FOR RECORD AT REQUEST OF
SEATTLE TITLE COMPANY
719 SECOND AVE.
SEATTLE 4 WASHINGTON

WASHINGTON
TITLE INSURANCE
COMPANY
SEATTLE WASHINGTON

Mail to CITIZENS FEDERAL SAVINGS
AND LOAN ASSOCIATION
1409 - 5th AVE.
SEATTLE 1 WASHINGTON

Satisfaction of Mortgage 5111 Anderson Form 155
(CORPORATE FORM)

KNOW ALL MEN BY THESE PRESENTS: That CITIZENS FEDERAL SAVINGS AND
LOAN ASSOCIATION OF SEATTLE ----- a corporation,

the owner and holder of that certain mortgage bearing date October 20, 1952

executed by HARRY C. ANDERSON and IRENE T. ANDERSON, his wife, formerly Irene T.
Syphers

to secure payment of the sum of FIVE THOUSAND AND NO/100THS -----
----- Dollars (\$ 5,000.00) and interest,

and recorded in the office of the County Auditor of KING County, State of Washington,
on October 22, 1952

being Auditor's File No. 4283366 in Volume 3001 of Mortgages, at page 577
does hereby acknowledge that the said mortgage
has been FULLY SATISFIED AND DISCHARGED, and does hereby authorize and direct the said County Auditor
to enter full satisfaction thereof of record.

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers and
its corporate seal to be hereunto affixed this 8th day of January, 1959.

CITIZENS FEDERAL SAVINGS AND LOAN ASSOCIATION OF SEATTLE

By *Boland Wilson*
BOLAND WILSON VICE President.
By *David P. Thompson*
DAVID P. THOMPSON ASST. Secretary.

STATE OF WASHINGTON,
County of KING

On this 8th day of January, 1959, before me, the

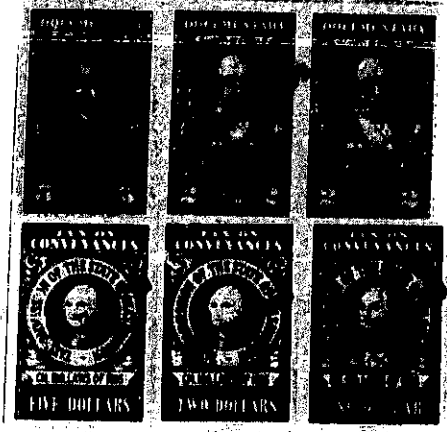
undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared
BOLAND WILSON and DAVID P. THOMPSON
to me known to be the Vice President and Asst. Secretary, respectively, of
CITIZENS FEDERAL SAVINGS AND LOAN ASSOCIATION OF SEATTLE
the corporation that 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
they are 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.

David P. Thompson
Notary Public in and for the State of Washington,
residing at Seattle.

4985919

Statutory Warranty Deed



FF03944
WASHINGTON
TITLE INSURANCE
COMPANY
SEATTLE WASHINGTON

Mail to Ben A. Arnold
1500 Des Moines Way
Seattle 88, Wash.

FILED FOR RECORD AT REQUEST OF
SEATTLE TITLE COMPANY
24 SECOND AVE
SEATTLE, WASH.

Statutory Warranty Deed

FORM 158

THE GRANTOR IRENE T. ANDERSON, individually and as executrix of the estate of Harry C. Anderson, deceased, for and in consideration of Ten Dollars and other good and valuable considerations in hand paid, conveys and warrants to BEN A. ARNOLD and GRACE A. ARNOLD, his wife, the following described real estate, situated in the County of King State of Washington:

That portion of the SW 1/4 of the NE 1/4 of Section 20, Township 23 North, Range 4 E. W. M., described as follows: Commencing at a point on the westerly marginal line of Seattle-Des Moines Highway which point bears north 35°44'40" east, along the said westerly marginal line, 1096.61 feet from the south boundary line of said southwest quarter; running thence south 89°54'20" west 559.85 feet to a post; thence south 0°22'10" west 82.1 feet to a post; thence north 89°54'20" east 501.22 feet, to a post on the said westerly marginal line; thence north 35°44'40" east, along the said westerly marginal line 101.28 feet to the point of beginning.

Subject to a mortgage dated October 20, 1952 executed by said seller to Citizens Federal Savings and Loan Association of Seattle, recorded under auditor's file No. 4283366, which the grantees herein agree to assume and pay in accordance with the terms and conditions.

This deed is given in fulfillment of that certain Real Estate Contract dated November 18, 1953 by and between Harry C. Anderson and Irene T. Anderson, his wife, as sellers, and Jack Albert Carlson and Patricia Joan Carlson, his wife, and all warranties are as of that date.

One per cent (1%) sales tax paid Nov. 21, 1952 under King County Treasurer's receipt No. E 70101. Dated this 2nd day of October, 1958.

FF03944

Res stamps on \$50.00
1.50
1.50
2.00

Irene T. Anderson (SEAL)
Irene T. Anderson, individually and as executrix of the estate of Harry C. Anderson, deceased. (SEAL)
SALES TAX PAID ON CONTRACT AFF. No. E 70101
A. A. TRUMPLER, KING COUNTY TREASURER

STATE OF WASHINGTON } ss.
County of King

On this day personally appeared before me Irene T. Anderson DEPUTY to me known to be the individual described in and who executed the within, and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 2nd day of October, 1958.

John D. Stoutenburg
Notary Public in and for the State of Washington,
residing at Seattle.

4902187

Statutory Warranty Deed

RECORD FOR PUBLIC INFORMATION
SEATTLE TITLE & INSURANCE COMPANY
SEATTLE, WASHINGTON

581955
WASHINGTON
TITLE INSURANCE
COMPANY
SEATTLE, WASHINGTON

Mail to: *Richard E. ...*
P.O. Box 238
Seattle, Wash.

Send Tax Statement to 1.92%

Form 150

Statutory Warranty Deed

THE GRANTOR KENNETH E. ROGERS AND ~~HERALDINE~~ GERALDINE ROGERS, his wife

for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid, conveys and warrants to CHARLES R. HACKSTOCK AND AUGUSTA S. HACKSTOCK, his wife the following described real estate, situated in the County of King, State of Washington:

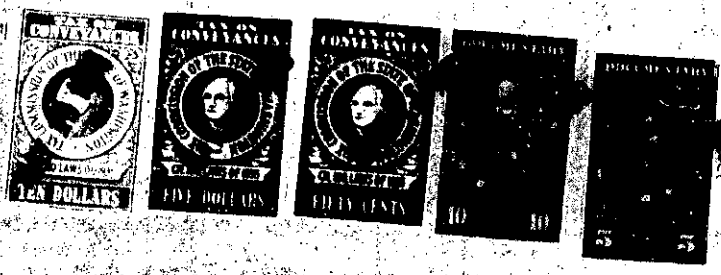
- (a) That portion of the north 26-2/3 rods of the east 60 rods of the southwest quarter of the northeast quarter of Section 20, Township 23 North, Range 4 East, W. M., in King County, Washington, lying west of Des Moines Way, described as follows:
Beginning at the intersection of the westerly line of Des Moines Way with the north line of said southwest quarter of the northeast quarter; thence south 35°43'34" west along said westerly line of Des Moines Way, 247.13 feet; thence south 89°58'45" west 129.02 feet to the true point of beginning; continuing south 89°58'45" west 140 feet; thence north 0°34'15" west 172.02 feet; thence north 89°58'45" east 140 feet; thence south 0°34'15" east 172.02 feet to the true point of beginning;
- (b) An easement for ingress and egress over and across the following: a strip of land having a uniform width of 30 feet, extending westerly from Des Moines Way and lying 15 feet on either side of a center line beginning at a point on the westerly margin of Des Moines Way, which is north 35°43'34" west 190.98 feet from its intersection with the north line of the southwest quarter of the northeast quarter of said section 20, and running thence south 89°58'45" west parallel to the north line of said subdivision of section 20, 237.70 feet to a point of curvature; thence along the arc of a curve to the left having a radius of 50 feet a distance of 50.39 feet to a point of tangency; thence south 32°14'15" west 82.27 feet to a point of curvature; thence along the arc of a curve to the right having a radius of 50 feet, a distance of 50.39 feet to a point of tangency; thence south 89°58'45" west 252.43 feet to the westerly end of this easement, said westerly end having a bearing of north 0°34'15" west and south 0°34'15" east, EXCEPT from said easement that portion thereof included within the boundaries of the first above described tract.

2

B 56955 012

1902187

170
3255



SALES TAX LIEN PAID

MAY 15 1958

[Signature]
TREASURER
KING COUNTY

Subject to all easements, restrictions and reservations of record.
Dated this 17th day of April, 1958

[Signature] (SEAL)

[Signature] (SEAL)

STATE OF WASHINGTON } ss.
County of King

On this day personally appeared before me **Kenneth L. Rogers and M. Geraldine Rogers,**
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 April, 1958

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

MAY 16 1958 830 Filed by WTI

MORTGAGE

4901313

THIS MORTGAGE, Made this 6th day of May, 1958, by

CHARLES R. HACKSTOCK and AUGUSTA S. HACKSTOCK, his wife
of Seattle, County of King, State of Washington, mortgagor, and

PRUDENTIAL MUTUAL SAVINGS BANK

organized and existing under the laws of the state of Washington, a corporation,
mortgagee,

WITNESSETH, That the mortgagor mortgages to the mortgagee, its successors and assigns, the following-described real estate, situated in the County of King, State of Wash-
ington, to wit:

- 8521955 012
- (a) That portion of the north 26-2/3 rods of the east 60 rods of the southeast quarter of the northeast quarter of section 20, township 23 north, range 4 east, T.23N., R.4E., King County, Washington, lying west of Des Moines Way, described as follows: Beginning at the intersection of the westerly line of Des Moines Way with the north line of said southwest quarter of the northeast quarter; thence south 35°43'34" west along said westerly line of Des Moines Way, 547.13 feet; thence south 89°58'45" west 189.02 feet to the true point of beginning; continuing south 89°58'45" west 140 feet; thence north 0°34'15" west 172.02 feet; thence north 89°58'45" east 140 feet; thence south 0°34'15" east 172.02 feet to the true point of beginning;
 - (b) An easement for ingress and egress over and across the following: A strip of land having a uniform width of 30 feet, extending westerly from Des Moines Way and lying 15 feet on either side of a center line beginning at a point on the westerly margin of Des Moines Way, which is south 35°43'34" west 190.98 feet from its intersection with the north line of the southwest quarter of the northeast quarter of said section 20, and running thence south 89°58'45" west parallel to the north line of said subdivision of section 20, 237.70 feet to a point of curvature; thence along the arc of a curve to the left having a radius of 50 feet, a distance of 50.39 feet to a point of tangency; thence south 32°14'15" west 83.27 feet to a point of curvature; thence along the arc of a curve to the right having a radius of 50 feet, a distance of 50.39 feet to a point of tangency; thence south 89°58'45" west 252.43 feet to the westerly end of this easement, said westerly end having a bearing of north 0°34'15" west and south 0°34'15" east, EXCEPT from said easement that portion thereof included within the boundaries of the first above described tract.

with all rents, issues and profits therefrom, and all appurtenances, fixtures, attachments, tenements and hereditaments belonging or appertaining thereto, including all heating equipment, oil burners, light and plumbing fixtures, window shades, linoleum which is glued to floors, refrigeration and other house service equipment, and trees and shrubs, together with all interest therein of the mortgagor and that is hereafter acquired by him, to secure the payment of the principal sum of THIRTEEN THOUSAND

AND 82/100 ----- Dollars (\$ 13,000.00), as evidenced by a certain promissory note of even date herewith and the terms of which are incorporated herein by reference, with interest from date at the rate of five and one-fourth per centum (5 1/4 %) per annum on the balance remaining from time to time unpaid; the said principal and interest to be payable at the office of

Prudential Mutual Savings Bank
in Seattle, Washington, or at such other place as the holder may designate in writing, in monthly installments of EIGHTY SEVEN AND 62/100 ----- Dollars (\$ 87.62), commencing on the first day of July, 1958, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of the entire indebtedness evidenced by said note, if not sooner paid, shall be due and payable on the first day of June, 1978.

GM 9011-57
Sept 26-56

4837681*

Pacific First Federal Savings and Loan Association, formerly
known as Pacific First Federal Savings and Loan
Association of Tacoma, a USA Corp
to parties below

Dezma A. Dunn et ux
2708 Mp 254 #4053160
SW 1/4 of the NE 1/4 of sec 2023-4

George W. Dusek et ux
2524 MP 641 #3924903
Tract 13 & 14 blk #4 Alderwood Manor N. #14

Thomas F. Maher et ux
2978 Mp 358 #4263946
Blk 5 Fir View Terrace 2nd Addition

Ken ok
Fld by Stee--
Mito sp, City 1, Wn

Hpt

1834146

Statutory Warranty Deed

4834146

Vol 371 / Page 605

RECORDED
VOL. _____
PAGE _____

1927 SEP 19

ROBERT L. FOSBERG, et al.,
KING COUNTY WASH.

WASHINGTON
TITLE INSURANCE
COMPANY
SEATTLE WASHINGTON

1000 4th Ave.
SEATTLE WASHINGTON



Statutory Warranty Deed

THE GRANTOR - BESSIE A. LUMM and MARGERY P. LUMM, his wife,

for and in consideration of the sum of \$100.00

in hand paid, conveys and warrants to - ROBERT L. FOSBERG, et al.,

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

That portion of the north 26-2/3 rods of the east 66 rods of the southwest quarter of the north-east quarter of Section 20, Township 23 North, Range 4 east, W.M., lying west of Des Moines way, described as follows: Beginning at the intersection of the westerly line of Des Moines way with the north line of said southwest quarter of the northeast quarter; thence south 35°43'34" west along said westerly line of Des Moines way, 547.15 feet; thence south 69°56'45" west 324.2 feet to the true point of beginning; continuing thence south 89°56'45" west 140 feet; thence north 69°56'15" west 172.02 feet; thence north 89°56'45" east 140 feet; thence south 0°34'15" east 114.0 feet to the true point of beginning;

(2) An easement for ingress and egress over and across the following: A strip of land having a uniform width of 30 feet, extending westerly from Des Moines way and lying 15 feet on either side of a center line beginning at a point on the westerly margin of Des Moines way, which is south 35°43'34" west 190.92 feet from its intersection with the north line of the southeast quarter of the northeast quarter of said Section 20, and running thence south 89°56'45" west parallel to the north line of said subdivision of Section 20, 237.70 feet to a point of curvature; thence along the arc of a curve to the left having a radius of 50 feet, a distance of 50.39 feet to a point of tangency; thence south 22°14'15" west 89.27 feet to a point of curvature; thence along the arc of a curve to the right having a radius of 50 feet, a distance of 50.39 feet to a point of tangency; thence south 59°56'45" west 252.43 feet to the westerly end of this easement, said westerly end having a bearing of north 0°34'15" west and south 0°34'15" east, EXCEPT from said easement that portion thereof included within the boundaries of the first above described tract;

SUBJECT TO:
Easement for electric transmission line granted by instrument recorded under Auditor's File No. 3017451, records of said county.
Easement for ingress and egress over the portion of parcel (a) included in the description of parcel (b).

Dated this 12th day of September, 1927.

Beessie A. Lumm
Beessie A. Lumm
By *D. K. Busch*
D. K. Busch
Attorney-in-fact

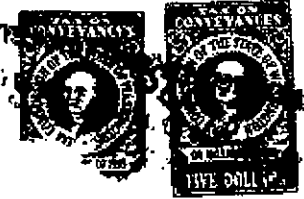
Margery P. Lumm
Margery P. Lumm
By *D. K. Busch*
D. K. Busch
Attorney-in-fact

STATE OF WASHINGTON,
County of KING

I, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, do hereby certify that on this 12th day of September, 1927, before me personally appeared D. K. BUSCH to me known to be the individual described in, and who executed the within instrument as the Attorney in Fact of BESSIE A. LUMM and MARGERY P. LUMM, his wife, and acknowledged to me that he signed and sealed the same as D.K.B. free and voluntary act and deed as an Attorney in Fact for said BESSIE A. LUMM and MARGERY P. LUMM, his wife, in the capacity and for the uses and purposes therein mentioned, and that said principal is not deceased nor insane.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.
D. K. Busch
Notary Public in and for the State of Washington, residing at Seattle.

STATUTORY WARRANTY DEED
RECORDED
INDEXED
KING COUNTY WASH.



PA Sep 17-57
Jul 19-57

4833651

Dezma A. Dunn and Dorothy P. Dunn, hwf.
To D. K. Busch

fp do make, constitute and appoint sp true and lawful attys for them and in their name, place and stead and for their use and benefit to sell the fig desc'd pty and distribute the proceeds in such manner as he desires:

That ptn of the N 26 2/3 rods of the E 60 rods of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sec 20-23-4 EWM lying W of the 14th Ave S to Des Moines Road (now kn as Des Moines Way) included within the fig desc'd tt; beg at the intersection of the Wly ln of Des Moines Way with the N ln of sd SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of sd Sec 20, and rng th S 35°43'34" W, alg sd Wly ln of Des Moines Way, 547.13 ft; th S 89°58'45" W 129.02 ff to the true pob of the tt hrln desc'd; contg th S 89°58'45" W 140 ft; th N 0°34'15" W 172.02 ft; th N 89°58'45" E 140 ft; th S 0°34'15" E 172.02 ft to the true pob; tgw an esmt for ingress and egress over and across the lg: A strip of land having a uniform width of 30 ft, extending Wly frm Des Moines Way and lying 15 ft on either side of a center ln beg at a pt on the Wly mgr of Des Moines Way whch is S 35°43'34" W 190.98 ft frm its intersection with the N ln of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sec 20,
(con't) res

4833651-2-
and rng th S 89°58'45" W, plt the N ln ofed. Subd of Sec20,
237.70 ft to a pt of curvature, th alg the arc of a curve
to the left having a radius of 50 ft, a dist of 50.39 ft to
a pt of tangency; th S 32°14'15" W 83.27 ft to a pt of
curvature; th alg the arc of a curve to the right having
a radius of 50 ft, a dist of 50.39 ft to the right tangency;
th S 89°58'45" W 252.43 ft to the Wly end of this esmt, sd
Wly end having a bearing of N 0°34'15" W and S 0°34'15" E,
xcept frm sd esmt that ptn thof included within the
boundaries of the 1st abv descd tt; all sit in kow,

Sub to a mtg to the Pac 1st Fed S&L Assn reed Feb 7-39
Invol 1533 of mtg pg 308 under aud'arl No 3031196; and wch
mtg the grantees assume and agree to pay, sub to an esmt
granted to PSP&L Co. dtd Oct 21-38 reed in vol 118 of deeds
pg 471

Giving and granting unto their sd atty full power and
authority to do and perform all and every act and thing what-
soever requisite and necessary to be done in and about the
premises, a fully to all intents and purposes as they might
or could do if personally pre sent, hrby ratifying and
confirming all that their sd atty shall lawfully do or
cause to be done by virtue of these presents

sig ok

Terr of Alaska Jul 19-57 by Dorothy P. Dunn and Dezma A Dunn
beff/ William M. Porter np for Aalaska (ns 6-3-61)
M1 to ap 1007 S 149 *RRS*

1833648

Quit Claim Deed

WILLA VALERIA BUSCH, et. vic.

HEZMA A. LUNN, et ux

RECORDED VOL PAGE

1957 SEP 17 AM 9 28

RECORDS & AUDITORS KING COUNTY WASH. DEPUTY

LAWYERS TITLE INSURANCE CORPORATION SEATTLE WASHINGTON

\$1.25

FILED for Record at Request

Name D.K. Busch

Address 1007 So 149th

Tax Statement to

NO SALES TAX REQUIRED 1273732 SEP 17 1957 A. H. KEMPER



Quit Claim Deed

THE GRANTOR S - - WILLA VALERIA BUSCH and DAVID KARL BUSCH, wife and husband - -

for and in consideration of - - ONE HUND NO/100 - - - - - Dollars - -

convey and quit claim to - - HEZMA A. LUNN and DOROTHY P. LUNN, husband and wife - -

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

That portion of the North 26-2/3 rods of the East 60 rods of the Southwest quarter of the Northeast Quarter of Section 20, Township 23 North, Range 4 East, T.23N., R.4E., lying West of Des Moines Way, described as follows: Beginning at the intersection of the westerly line of Des Moines Way with the North line of said Southwest Quarter of the Northeast Quarter; thence South 35°43'34" West along said westerly line of Des Moines Way, 547.13 feet; thence South 89°58'45" West 128.02 feet to the true point of beginning; continuing thence South 89°58'45" West 140 feet; thence North 0°34'15" West 172.02 feet; thence North 89°58'45" East 140 feet; thence South 0°34'15" East 172.02 feet to the true point of beginning; together with an easement for ingress and egress;

The purpose of this Deed is to forego any question of right, title and interest of WILLA VALERIA BUSCH and DAVID KARL BUSCH, wife and husband as disclosed by Lis Pendens dated _____, filed July 22, 1957, Auditor's File No. 1617110.

SUBJECT TO: Easement for electric transmission line granted by instrument recorded October 25, 1938, Volume 1010 of Deeds, Page 471, Auditor's File No. 3017451. Easement for ingress and egress.

Dated this 16th day of September, 1957.

Willa Valeria Busch (WILL) David Karl Busch (DAVID)

STATE OF WASHINGTON,

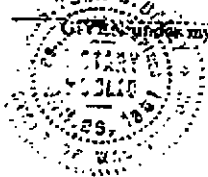
County of KING

On this 16th day of September, 1957, before me, the undersigned,

a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

WILLA VALERIA BUSCH and DAVID KARL BUSCH

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



Witness my hand and official seal this 16th day of September, 1957.

M. M. Daley Notary Public in and for the State of Washington, residing at Seattle, 88

4833340

M Sept 16-57
Sept 12-57

Roggers
Kenneth L. Rogers and H. Geraldine Rogers, h/w
to Washington Mutual Savings Bank, a corp

for mtg to sp fdre and all int or est thin hrfr and
with income rents and profits

(a) That pts of N 26-2/3 rds of E 60 rds of SW 1/4 of NE 1/4 of
Sec 20-23-4 ems lying W of Des Moines Way def:
Beg at intersec of Wly ln of Des Moines Way with N ln of sd
SW 1/4 of NE 1/4; th S 35°43'34" W alg sd Wly ln of Des Moines
Way 547.13 ft; th S 89°58'45" W 129.02 ft to tprob; contg
th S 89°58'45" W 140 ft; th N 0°34'15" E 172.02 ft to tprob
89°58'45" E 140 ft; th S 0°34'15" E 172.02 ft to tprob
Des Moines Way def by 15' from center line of Des Moines Way at a pt on the

(b) An esmt for ingress and egress over and across folg:
Strip of land having uniform width of 30 ft, extending
Wly from ~~east~~ Wly marg of Des Moines Way, which is S
35°43'34" W 198.98 ft from its intersec with N ln of SW 1/4
of NE 1/4 of sd sec 20, and rg th S 89°58'45" W plt N ln of
sd subdvn of Sec 20, 237.70 ft tap of curvature; th alg arc
of crv to left having rad of 50 ft, a dat of 50.39 ft to

next--2

4833340--2

at of tangency; th S 32°14'15" W 83.27 ft tap of curvature;
th als are ev crv to right having rad of 50 ft, a dst of
50.39 ft tap of tangency; th S 89°58'45" W 252.43 ft to
Wly end of this emnt, sd Wly end having bearing of N 0°34'
15" W and S 0°34'15" N, Exe from sd emnt that ptn thof
incl within boundaries of first sby deesd tract;

tgw all plumbing--sm as #4691956---tap \$9000--one or
more notes--addnl sume loaned--Ins \$9000-----

xon ok Sept 13-57
ml to sp 1101 2nd Ave
fld LTIC #141413
h

Cont Jul 23-56
Jul 10-56

J D Wilson and Evelyn H Wilson, his wife
to Jack F Roth and Florence E Roth, his wife

That ptn of N 26-2/3 rods of E 60 rds of SW 1/4 of NE 1/4 of
Sec 20-23-4 ewm kw lying W of Des Moines Way def:
Beg on N line of said subdivn distant S 89°58'45" W 497.92
ft from intersec of said N in with Wly margin of Des Moines
Way; th S 0°34'15" E 136 ft to tprob; th S 89°58'45" W 65
ft; th S 0°34'15" E paw W in of said E 60 rds 136.01 ft;
th N 89°58'45" E 82.43 ft tap of curve; th along arc 0
of a curve to left having radius of 350 ft a distance of
50.39 ft; th N 32°14'15" E 92.435 ft; th N 81°58'37" W
tap from which tprob bre N 0°34'15" W 19 ft; th N 0°34'15"
W 19 ft to tprob

TOW easmt for ingress and egress over and across following:
A strip of land having uniform width of 30 ft, extending
Wly from Des Moines Way and lying 15 ft on either side of
center line base on Wly line of Des Moines Way, which
is S 35°43'34" W 190.98 ft from its intersec with N in of
said subdivn; th S 89°58'45" W pit N in of said subdivn;
th S 89°58'45" W pit N in of said subdivn; th 237.70 ft
tap of curvature; th along arc of curve to left having rad
of 50 ft a distance of 50.39 ft tap of tangency; th S 32°
14'15" W 83.27 ft tap of curvature; th along arc (cont-2)

of curve to right having radius of 50 ft a distance of 50.39 ft tap of tangency; th S 89°58'45" W 204.93 ft; th N 0°34'15" W 166.0 ft to end of said esmt
Except from said esmt that portion thof includedged within 1st above descd tract

Subject to esmts, rstrns and rsvns of record if any

PP is \$13,500 which \$2438. paid bal at \$125. or more Aug 23-56 and on 23rd day of each month until paid in full. Int at 6% pa from Jul 23-56 and payments apply 1st to int and bal to principal

Purchaser agrees to obtain mortgage loan and pay slr in full within 1 year from dt of cont

Purchaser agrees to pay--sm as #3175609---wd--1008 S 149th Seattle wash--

Seller herein also obligated--sm as #4237115--Oct 20-54--fp--Pacific First Federal Savings & Loan --\$9122.88----

xcn ok except N J Gleboff sign and ack as AIF of J D Wilson and Evelyn H Wilson Jul 11-56

m1 to Wash Escrow
fid STIC B-524201-9
h

AC&D Mar 1-56 (tx pd 211119) 4668620
Feb 18-56 val rec \$11 lrtx \$10. stx

Victor E Hanson and Edith Hanson, hwf
to Ben A Arnold and Gracie Arnold, hwf

4668620
fp hldr of re cent entd into Nov 18-52 bet Harry C
Anderson and Irene T Anderson, hwf slrs and Jack Albert
Carlson and Patricia Joan Carlson, hwf prehrs for sl and
preh of fdre in kw:

That ptn of SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Sec 20-23-4 own kew daf:
Camp on Wly marg in of Seattle-Des Moines Hwy, wch pt b
N 35°44' 40" E a1 ad Wly marg in, 1096.61 ft fromS bdr
in of ad subdivn, rg th S 89°54'20" W 554.65 ft. N/L tap
wch is N 89°54'20" E 5.20 ft from Ely in of W $\frac{1}{4}$ of SW $\frac{1}{4}$ of
NE $\frac{1}{4}$ of ad sec; th S 0°22'10" W 82.1 ft; th N 89°54'20" E
496.02 ft N/L tap to a post on ad Wly marg in; th N 35°
44'40" E a1 ad Wly marg in 101.28 ft to pob
Sub to mtg to Citizens Federal Savings & Loan Association
of Seattle, a corp, rec Oct 22-52 vol 3001 mtgs pg 576
under #4283366

do hereby a t & so to sp ad cent and fp brgn, sell & cy
ad dced prem to sp sub to cent and sp assnme and agree
to fulfill cond of cont

Ben A Arnold, hwf dt sl to sp 15001 Des Moines Hwy OH

4499 865

Grant of Easement

THE GRANTOR **HARRY E. STATHAN AND ELIZABETH STATHAN, his wife**

for and in consideration of **SEVEN DOLLARS** - - - - -

convey and certain claim to **DONALD E. FRYMAN AND BEATRICE E. FRYMAN, his wife** - - -

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

That portion of the north 25 2/3 rods of the east 60 rods of the southwest quarter of the northeast quarter of section 20, township 23 north, range 4 east, W.M., lying west of the Seattle-Des Moines Road, now known as Des Moines Way, more particularly described as follows: Beginning at the intersection of the westerly line of Des Moines Way with the north line of said southwest quarter of the northeast quarter of section 20, and running thence south 35°43'34" west along said westerly line of Des Moines Way, 190.98 feet to the true point of beginning; continuing thence south 35°43'34" west along said westerly line of Des Moines Way, 187.49 feet; thence north 78°27'26" west 227.24 feet; thence north 32°14'15" east 126.07 feet; thence north 89°58'45" east 264.87 feet to the true point of beginning; SUBJECT to and including an easement for ingress and egress over and across a strip of land having a uniform width of 30 feet extending westerly from Des Moines Way, and lying 15 feet on either side of the following describe center line; Beginning at a point on westerly margin of Des Moines Way which is south 35°43'34" west, 190.98 feet from its intersection with the north line of the southwest quarter of the northeast quarter of section 20, township 23 north, range 4 east, W.M., and running thence south 80°58'45" west parallel with the north line of said subdivision of section 20, 237.30 feet to a point of curvature; thence along the arc of a curve to the left having a radius of 50 feet to a point of tangency; thence south 32°14'15" west, 83.27 feet to a point of curvature thence along the arc of a curve to the right having a radius of 50 feet, a distance of 50.39 feet to a point of tangency; thence south 89°58'45" west, 252.43 feet to the westerly end of this easement, said westerly end having a bearing north 0°31'15" west and south 0°31'15" east.

THIS DEED IS GIVEN TO RELEASE THAT CERTAIN DEED Dated December 1945, recorded January 28, 1946, under Auditor's file No. 3535646, records of King County, WHICH WAS GIVEN AS SECURITY.

Date of this 18th day of October, 1954

Harry E. Stathan
Elizabeth Stathan

STATE OF WASHINGTON
County of **King**

On this day personally appeared before me **Harry E. Stathan and Elizabeth Stathan** 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 purposes therein mentioned.



GIVEN under my hand and official seal this 20th day of October, 1954
Alice M. Anderson
Notary Public in and for the State of Washington,
residing at **Seattle**

Filed for Record Oct. 22 1954 8:48 A.M.
Request of Seattle Title Company
ROBERT A. MORRIS, County Auditor

4418099

4418099

Statutory Warranty Deed

RECORDED IN THE
OFFICE OF THE COUNTY CLERK
KING COUNTY WASHINGTON

US
10-77

175

SALES TAX LIEN
PAID
FEB 10 1954
A. A. TRAMER
COUNTY TREASURER
KING COUNTY WASHINGTON
FEB 10 1954

Statutory Warranty Deed

THE GRANTORS WAYNE WALKER and MARGUERITE WALKER, his wife
for and in consideration of TEN AND NO/100 DOLLARS (\$10.00)
in hand paid, conveys and warrants to HERBY L. HEBBY and EVELYN D. HEBBY, his wife
the following described real estate, situated in the County of King, State of Washington:

The North 60 feet of the South 64 feet of the South 2 Acres of the North 3 Acres of the West 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 20, Township 23 North, Range 4 East 1st, except the West 30 feet thereof for roads:

SUBJECT TO: Right of King County to make necessary slopes for cuts or fills as created by deed filed under auditor's file #3211205; Baseport of record.



Dated this fourth day of February, 1954

Wayne Walker (SEAL)
Marguerite Walker (SEAL)

STATE OF WASHINGTON,
County of King

On this day personally appeared before me Wayne Walker and Marguerite Walker

the individual as described in and who executed the within and foregoing instrument, and they signed the same as their free and voluntary act and deed, for the purposes mentioned.

and official seal this 4th day of February, 1954

Charles L. Shreene
Notary Public for the State of Washington,
Residing at Seattle

4347140

QUIT CLAIM

REQUEST OF
MAY 21 PM 1 53
ROBERT A. MERRIS AEBITOR
KING COUNTY WASH.
DEPUTY

\$1.00

FILED
Name
Address

Form 150

Quit Claim Deed

THE GRANTOR S, EDGAR S. HIGGINS and EVELYN W. HIGGINS, his wife,

for and in consideration of One Dollar (\$1.00) and other valuable considerations,

convey and quit claim to HILDRED T. HILL,

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

State of Washington: That portion of the west quarter of the southwest quarter of the northeast quarter of section twenty (20), township twenty-three (23) north, range four (4) east, W.M., described as follows: Beginning at the northwest corner of said subdivision; thence south 1°03'56" west, along the west line thereof, 397.34 feet; thence south 88°40'32" east 30 feet to the true point of beginning; thence continuing south 88°40'32" east 294.44 feet to the east line of said subdivision; thence south 1°07'26" west, along said east line of said subdivision, 4.00 feet, more or less, to a point on the north line of the south 2 acres of the north 5 acres of said subdivision; thence north 89°40'32" west, along said north line, 294.44 feet; thence north 1°03'56" east 4.00 feet, more or less, to the true point of beginning.

Together with an easement for water pipeline, together with water meter, connection and appurtenances, including the right to construct, operate, maintain, repair and replace the same, over and across the following described real estate, situate in the County of King, to-wit:

That portion of the west quarter of the southwest quarter of the northeast quarter of section twenty (20), township twenty-three (23) north, range four (4) east, W.M., described as follows: Beginning at the northwest corner of said subdivision; thence south 1°03'56" west, along the west line thereof, 397.34 feet; thence south 88°40'32" east 30 feet to the true point of beginning; thence continuing south 88°40'32" east 140 feet; thence north 87°02'22" west 140.08 feet; thence south 1°03'56" east 4.00 feet to the true point of beginning.

Dated this 21st day of May, 1953.

Edgar S. Higgins
EDGAR S. HIGGINS (REAL)
Evelyn W. Higgins
EVELYN W. HIGGINS, HIS WIFE (REAL)

STATE OF WASHINGTON,
County of KING

On this day personally appeared before me EDGAR S. HIGGINS and EVELYN W. HIGGINS, HIS WIFE, to me known to be the grantors, who acknowledged and foregoing instrument, and they acknowledged the same to be their voluntary act and deed, for the purposes herein stated.

BEST COPY

Assmt Contd Mar 5-53

Feb 17-53 Vol Rec

(M Tax pd: No 81130)

4320054

Jack A. Carlson and Patricia J. Carlson hvr

To Victor B. Hanson and Edith Hanson hvr

fp holder of recent entered into on Nov 18-52 btwn Harry C.

Anderson and Irene T. Anderson hvr as seller and fp as purchaser

for the sale and purj of the flg realty kv

Thaptn of the SW¹ of the NE¹ of Sec 20 tp 23 N R 4 EWM dat:

Caap on the W¹ marginal in of Seattle Des Moines Highway

whn pt bears N 35° 44' 40" E 1/4 rd W¹ marginal in 1096.61

ft frn the S boundary in of sd SW¹ rng th S 89° 54' 20" W 559.85

ft to a post; th S 0° 22' 10" W 82.1 ft to a post; th N 89° 54' 20"

E 501.22 ft to a post on the sd W¹ marginal in; th N 35° 44' 40"

R 1/4 rd W¹ in 101.28 ft to the pob, sit lnkv

do hrby a, t, and setover to sp who hrby cont and fp do

b, s, and ay the abv descd re to sp who hrby assume and agree

to fulfill the conditions of sd re cont

MI to Mn Escrow Co., fid by PSTICO

•PRES•

M Oct 22-52

4283366

Oct 20-52

Harry C Anderson and Irene T Anderson, hv formerly Irene C Sypfers
to Citizens Federal Savings & Loan Association of Seattle
for order to pay of a debt of \$5000 evidenced hereinafter
described and all other sums payable hereunder the performance of all
covenants, warranties and conditions herein contained does hereby grant
and cypress the said title

That part of the SW 1/4 of the NE 1/4 of sec 20, Twp 23 N, R 14 E, S 14 N;
Bearing on the Wly marginal line of the Des Moines Highway which pt
bears N 35° 44' 40" E at the sd Wly marginal ln 1096.61
ft from the S boundary line of SW 1/4; run th S 89° 54' 20" W 559.85
ft to a post; th ~ 0° 22' 10" W 82.1 ft to a post; th N 09° 54' 20"
E 501.22 ft to a post on the sd Wly marginal ln; th N
35° 44' 40" E at the sd Wly marginal ln 101.28 ft to the
true ob
with all issues and rents and profits therefrom
which e has actually loaned to them for and mtgor has recd the
full sum of \$5000 as evid bnd; Ins \$5500; fcl pvd for
rsible cost of tax M; arch;

xen ck
ml to sp 1411 5 Ave Pdbystc

J

M Jan 2-52

4198424

Dec 21-51

Ben A Arnold & Grace Arnold, hwr
to John Streeter or Lois Streeter, hwr
for mtg to ap tasp \$4000 to tms ned the fdre lncw

thptn of the N 440 ft of the S 880 ft of the E 990 ft of the
SW 1/4 of NE 1/4 of sec 20-23N-4EWM 1/4 W 1/4 of co rd Except t ptn
throf dar:

Caap on the W 1/4 mgnl in of the Seattle Des Moines Hwy wh pt
bears N 35°44'40" E sig the sd W 1/4 mgnl in 1096.61 ft fr the
S bdry ln of sd SW 1/4 rns th S 89°54'20" W 559.85 ft to a
post th S 0°22'10" W 82.1 ft to a post th N 89°54'20" E 501.28
ft to a post on the sd W 1/4 mgnl in th N 35°44'40" E sig the
sd W 1/4 mgnl in 101.28 ft to the pob
---ints \$4000---

Ben A Arnold
Grace Arnold

Kcw Dec 21-51 by Ben A Arnold & Grace Arnold, hwr br
H Otto Giese np for sw res at S (ns May 21-54)
ml to John Streeter Rt 3 - box 208 Hoquiam, Wn
rk

(Certif as to a true copy by Co Clerk of kc and ex-officio clerk of the Superior court of the state of Wn on Jul 12-46)

(court sl)

{ Attached is photostatic copy of Last Will and Testament of I. M. Jensen, and certif as true copy by co clerk/and ex-officio clerk of the Superior court of the State of Wn, kow on Sep 6-46)

(court sl)

CC Order Oct 17-46 (reg land)

3619347
56 40/206

Oct 17-46

In the Superior Court of the State of Washington for King County
In the matter of the registration
of land titles
"No 54544
Sub No. 25

It is now therefore ordered, adjudged and decreed as follows:
That the registrar of land titles for kow be, and hby is authorized and directed to annul, cancel and set aside the Certificate of title No. 2528 and the Owner's duplicate thereof, issued Nov 15-20 recd in vol 9 folio No. 127 Title No. 56 of the recds of sd registrar, wherein I. M. Jensen, a bach is shown to to be the registered owner of all of lot 7, and the 310 ft of lot 8, blk 43 Burke's 2nd add to the cs, less the Ely 15 ft of sd lots, sit in kow

It is further ordered, adjudged and decreed upon tender of proper fees to him, the sd registrar be, and he hby is, authorized and directed to register the sd treas deed and to issue certificate of title to sd prop in the name of Mary E. Jensen, a Widow and to del to sd Mary E. Jensen, a widow, the owners duplicate of such certificate

Robert M. Jones, Judge

(certif as to true copy by co clerk of kc and ex-officio clerk of the Superior court of the State of Washington on Oct 17-46)
(Superior court sl)

Assm't cont D Oct 17-46

Jul 25-46 Val Rec

Adolph H. Kamplin and Frances G. Kamplin, hwf

To Claude O. Brown and Lila Ruth Brown
fp holder of re conts entered into on Jan 10-45 between Margaret Cooper, as administratrix of the est of Mary M. Fenton dec'd as purch, Margaret Cooper gave Assignment and deed to Frank E. Willard on Apr 11-45 for her int as seller under sd cont. C. M. Winter and Addie A. Winter Assigned their int as purchasers under sd cont to Marvin W. Simmons On Jan 17-45, Marvin W. Simmons Gave qcd to a fp on Feb 18-45 for his int as purchasers for the sale and pur of the folwg re sit in kow

3619348

2541
94

N 110 ft of S 2 acres of N 5 acres of W 1/2 of SW 1/4 of NE 1/4 of Sec 20, tp 23 N, R 4 E, WM except the W 30 ft thof conveyed to kc for road,

Sub to all easements and restrictions of recd as expressly stated in WTico policy No. B-268184

(con't) res

348-2-

Sub to assessment by Water Dist No. 20 Local Improvement Dist No. 10 ~~par~~ pbl in 10 annual installments with int at 5 1/2% pa. Original amount \$160.46 the 2nd installment will become delinquent Jun 24-47, if then unpd

do hby a, t, and set over to sp the assignee the sd re cont and sd assignors do b, s, and cy sd des prem to sd assignee who hby assume and agree to fulfill the conditions of sd re cont, bal of which is \$2261.33 with int to 7/10/46

Adolph E. Kamplin
Frances G. Kamplin

now Aug 9-46 by Adolph E. Kamplin and Frances G. Kamplin, hwf bf C. H. Hill np for wa res at seattle (ns Dec 10-46) Ml to sp 14846 8th S

D Oct 17-46

3619349

Oct 15-46 \$10 \$1.65 lrs \$1.50 st
Gardiner W. Waterhouse, a widower

To John P. Koch, a single man

fp cys and warr to sp the folwg re sit in now

JR
2541
95

Lot 35, and the SEly 2.4 acres of lot 36, ---Hollywood Acres according to plat thof recd in vol 29 of pls pg 23, recds of sa co

Sub to right of the public to make all necessary slopes for cuts or fills upon the lots, blks and tts of land shown on the plat in the reasonable original grading of all st, ave, alleys and roads shown thereon as granted in the dedication of the plat.

Gardiner W. Waterhouse

now Oct 15-46 by Gardiner W. Waterhouse bf Mike Copass np for wa res at seattle (ns Feb 15-50) Ml to copass & Hall, 1319 Northern Life tower, sh

(436 papers today)

wh right to use shall be for the benefit of sd grtees, their succe
and a, as owners of that ctn pty cyed by deed from the grantors
to the grtees named herein, wch deed was recded under audfile No
3108105, and as owners of an easement for driveway purps
(granted by the grantors to the grtees named herein) over and
across the folg des pty sit in kw;

the wly 12 ft of that portn of the no 26 2/3 rods of the east 60
rods of the SW 1/4 of the NE 1/4 of sec 20 twp 23 n r 4 e w m lying
west of the 14th ave so to Des Moines Road (now known as Des
Moines Way) included within the folg des tt; beg at the intersectn
of the wly line of sd Des Moines Way with the no 11 of the sd SW 1/4
of the NE 1/4 of sec 20 and rg th so 35 deg 43' 34" west al sd wly 11
of Des Moines Way 378.46 ft to the true pob of the tt lin des;
continuing th so 35 deg 43' 34" west 168.67 ft ; th so 89 deg
58' 45" west 129.02 ft; th no 0 deg 34' 15" west 172.02 ft; th no
32 deg 14' 15" east 12.34 ft; th so 78 deg 27' 26" east 227.24 ft
to the true pob; less that portn of the before des pty cyed by deed
from the grantors to the grtees named herein, wch deed was recded
und aud file No 3108105

Charles O Engledow
Eila B Engledow

kw on Sept 25 1940 by Charles O Engledow, and Eila B Engledow hus
and wf, bef Barbara Kelly n p for wn res at s n s Apr 26-44
ml H D Dumar, 720 no 78th st

1994
4/3 3188611

Driveway easement Sept 5 1941

Jul 29 1940 \$1 and ov c
Charles O Engledow and Eila B Engledow hwf
to Harry C Dumar, and Georgine C Dumar, hus and wf
fp grant to sp their succe and s, an easment for driveway purps over
and across the folg des pty in kw;

the wly 12 ft of that portn of the no 26 2/3 rods of the east 60
rods --- bal sm as 2nd des in 610 above ---

Charles O Engledow
Eila B Engledow

kw Jul 29 1940 by Charles O Engledow, and Eila B Engledow, hus and
wf bef Barbara Kelly n p for wn res at s n s Apr 26 1944
ml sm as 610 above

1726
601 3188612

M Sept 5 1941

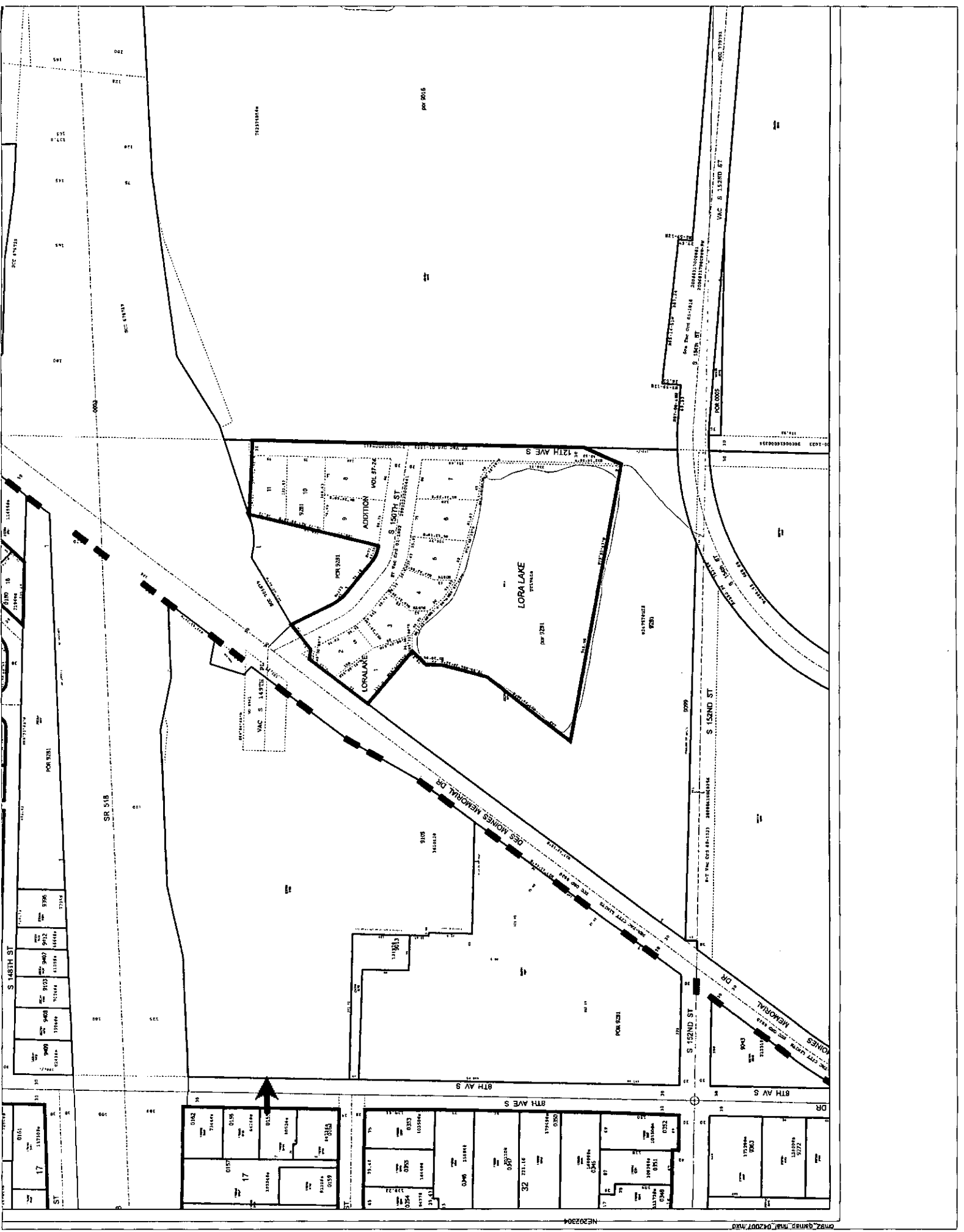
Aug 30 1941
Cyrus L Gilbert and Bessie M Gilbert, hwf,
to Seattle Teachers Credit Union
fp mtg to sp tsp of \$1145.05 with int at one per cent per mth needg
to ned paybl in mthly payts of \$74.50 for ten mths, and \$34.50 per
mo thafter until pd, the folg in kw:

beg at a pt in the no odry 11 of the S W 1/4 of the SE 1/4 of sec 20
twp 23 n r 4 e w m and 389.51 ft east of the nw cor thof; th so
0 deg 03' east 388 ft. th no 71 deg 29' east 193.39 ft; th no 0
deg 01' 30" east 326.50 ft th west 183 .90 ft to the pl of beg etc
1 1/2 acres

Bessie M Gilbert
Cyrus L Gilbert

kw Aug 30 1941 by Bessie M Gilbert, and Cyrus L Gilbert, bef
Joseph P Tennis n p for wn res at s-a Burien ns Aug 12 1942
ml sp 800 3d ave city

1726
3188613



SEARCH PARAMETERS

APN: 202304-9105 (PERMIT DATEDOWNS)

CURRENT TAXES THROUGH 2010-10-31

APN: 202304-9105-00
 TRA: 0932 - BURIEN ACQ 2004- DATE: 09-27 DOC#: 2040927002461
 LEGAL: SEC 20 TWP 23 RNG 04 QTR NE; 202304 105 PORTION OF SW 1/4 OF NE 1/4 - LY SLY OF SR 518 & WLY OF DES MOINES MEMORIAL DR TGW VAC POR S 149TH PL PER VAC ORD 8541
 SITUS: 15001 S DES MOINES WY
 MAIL: ATTN: AV/F&I PO BOX 68727 SEATTLE WA 98168

ASSESSED OWNER(S)	2010 ASSESSED VALUES	
SEATTLE PORT OF	LAND	2,888,000
	EXEMPTIONS (EX)	(0)
	TAXABLE	2,888,000

2010 TAXES	1ST INST	2ND INST	TOTAL TAX
STATUS	PAID	PAID	
INSTALLMENT	4,523.33	4,523.33	9,046.66
AMOUNT PAID	(4,523.33)	(4,523.33)	(9,046.66)
BALANCE DUE	0.00	0.00	0.00

ASSESSMENTS	CODE TYPE	AMOUNT
	0932	0.00
	9420 WEED CTL	3.30
	9430 SOIL CON	10.00
	9442 SWM	9,033.36

IMPROVEMENT DISTRICT / ASSESSMENTS THROUGH JUNE 25, 2008

ENTITY #: 000100263 APN #: 202304910500
 LEGAL: ORDN #:
 CITY/DISTRICT: KING COUNTY LID #: 110
 TREAS BK/PG: 00000 ACCT #: 99999
 IMPROVEMENT OF:
 IMPROVEMENT TYPE: S W SUB SEWER ULID 55
 DATE ADOPTED: INTEREST RATE: 8.50
 YEARS: 15 ACT:
 1ST PAYMENT 1987-10-10 LAST INSTALL 1986-09-22

DUE: 1987-10-10

PAID: 1986-09-22

ORIGINAL AMOUNT: 662.00

PRINCIPAL BALANCE: 0.00

AMOUNT TO PAY CURRENT: 0.00

AMOUNT TO PAY IN FULL: PAID IN FULL

VALID THROUGH:

VALID THROUGH:

CONTACT:

STREET: 136 SW 129TH ST

CITY/STATE: SEATTLE WA 98146

ENTIRE LID IS PAID IN FULL

OPEN ORDERS ON FILE

ORDER	TOF	OPENED	UPDATED
472338T/AG	LL	2011-01-20	

CONDITIONS, DISCLAIMERS AND EXCLUSIONS

This Tax Certificate/Tax Order Report does not constitute a report on or certification of: (1) mineral (productive and/or non-productive) taxes or leases; (2) personal property taxes; or (3) other non ad valorem taxes (such as paving liens, stand-by charges or maintenance assessments).

Data Trace Information Services LLC ("Data Trace") may have warranted the accuracy of this Tax Certificate/Tax Order Report to its customer (the "Data Trace Customer") pursuant to the terms and conditions of a written tax service agreement between Data Trace and said Data Trace Customer (the "Tax Service Agreement"). Any such warranty (hereinafter, "Data Trace Customer Warranty") does not: (a) extend to a third party bearer of this Tax Certificate/Tax Order Report; (b) cover any changes made to the records of the taxing authority after the "payments as of," "paid," or "payment" dates delineated above; and (c) cover any invalid tax information shown on the records of the taxing authority or resulting from an error by the Data Trace Customer (including, without limitation, submission of incorrect property information by said Data Trace Customer). DATA TRACE MAKES NO WARRANTIES (EXPRESS OR IMPLIED) WITH RESPECT TO THIS TAX CERTIFICATE/TAX ORDER REPORT OTHER THAN (WHERE APPLICABLE) THE DATA TRACE CUSTOMER WARRANTY. Any and all claims under a Data Trace Customer Warranty must be submitted to Data Trace by the corresponding Data Trace Customer and are subject to the terms and conditions set forth in the pertinent Tax Service Agreement (including, without limitation, the filing deadlines applicable to such claims). In some jurisdictions Data Trace's validation of a Tax Certificate/Tax Order Report is required to activate a Data Trace Customer Warranty.

END SEARCH



Issued by

***First American Title Insurance Company
National Commercial***

818 Stewart Street, Suite 800, Seattle, WA 98101

Title Officer: Laura Lau

Phone: (206)728-0400

FAX: (206)448-6348



First American Title Insurance Company

National Commercial Services

818 Stewart Street, Suite 800, Seattle, WA 98101
(206)728-0400 - (800)526-7544 FAX (206)448-6348

Laura Lau
(206)615-3017
llau@firstam.com

RECORDED DOCUMENT GUARANTEE

LIABILITY: \$ **3,000.00**

ORDER NO.: **NCS-472340-WA1**

FEE: \$ **1,500.00 plus tax
of 142.50**

YOUR REF.:

First American Title Insurance Company
a Corporation, herein called the Company

Subject to the terms and provisions of the application for this Guarantee and the Liability Exclusions and Limitations set forth below in Schedule A.

GUARANTEES

Seattle City Light

herein called the Assured, against loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurance herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.
3. In order for the Guarantee to be valid and effective, the application and agreement for the issuance of a Recorded Document Guarantee executed by the Assured and each document referred to in Schedule A as an exception must be attached hereto.

Dated: January 18, 2011 at 7:30 A.M.

SCHEDULE A

The assurances referred to on the face page are:

That according to the Company's title plant records and those records maintained by the County Recorder known as the Grantee/Grantor indices subsequent to January 1, 1940, relative to the following described real property (but without examination of those company title plants maintained and indexed by name), there are no All recorded documents Deeds, real estate contracts, or leases or subleases (hereinafter documents) describing said real property or any portion thereof, other than those shown below under Exceptions, which documents are attached hereto and made a part hereof.

The following matters are excluded from the coverage of this Guarantee:

1. Unpatented Mining Claims, reservations or exceptions in patents or in acts authorizing the issuance thereof.
2. Water rights, claims or title to water.
3. Tax Deeds to the State of Washington.
4. Instruments, proceedings or other matters which do not specifically describe said land.
5. Documents pertaining to mineral estates.

EXCEPTIONS:

AS ATTACHED HERETO ON CHAIN SHEET.

DESCRIPTION:

AS ATTACHED HERETO ON EXHIBIT A.

CHAIN SHEET

INST	REC'D	FILE NO.	GRANTOR	GRANTEE	REMARKS
Statutory Warranty Deed	December 17, 1958	4977255	Tenth Church of Christ Scientist	City of Seattle, Department of Lighting	Rerecord of 4973609
Statutory Warranty Deed	December 8, 1958	4973609	Tenth Church of Christ Scientist	City of Seattle, Department of Lighting	

Exhibit "A"

Real property in the County of King, State of Washington, described as follows:

The east 70.00 feet of the north 110.00 feet of the west half of the southwest quarter of the southwest quarter of the northeast quarter of Section 20, Township 23 North, Range 4 East, W.M., in King County, Washington, and the north 20.00 feet of that portion of the west half of the southwest quarter of the southwest quarter of the northeast quarter of said Section, lying west of the west line of the east 70.00 feet of said subdivision;

EXCEPT the west 30.00 feet thereof deeded to King County, Washington for road.

Tax Parcel Number: 202304-9013-01

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

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

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

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

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

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

3. No Duty to Defend or Prosecute.

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

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

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

(a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay

any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.

(c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

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

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

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

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

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

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

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

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

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

7. Determination and Extent of Liability.

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

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

(a) the amount of liability stated in this Guarantee;

(b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage Assured against by this Guarantee occurs, together with interest thereon; or

(c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance Assured against by this Guarantee.

8. Limitation of Liability.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter Assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.

(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. Reduction of Liability or Termination of Liability.

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

10. Payment of Loss.

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. Arbitration.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

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

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

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

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at 2 First American Way. Bldg. 2, Santa Ana, CA. 92707.

Form No. 1282 (Rev. 12/15/95)

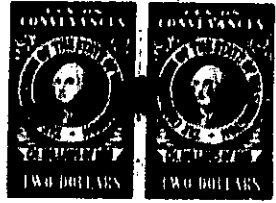
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DEPT. A
KING COUNTY WASH
CODE STATUTORY WARRANTY DEED



579345

THE GRANTOR, TENTH CHURCH OF CHRIST SCIENTIST, SEATTLE, WASHINGTON, a Washington corporation, for and in consideration of Forty-three Hundred Five and no/100 (\$4305.00) Dollars to it in hand paid, conveys and warrants to CITY OF SEATTLE, DEPARTMENT OF LIGHTING, the following described real estate, situated in the County of King, State of Washington:



The east 70.00 feet of the north 110.00 feet of the west half of the southwest quarter of the southwest quarter of the northeast quarter of section 20, township 23 north, range 4 east, W.M., in King County, Washington, and the north 20.00 feet of that portion of the west half of the southwest quarter of the southwest quarter of the northeast quarter of said section, lying west of the west line of the east 70.00 feet of said subdivision; EXCEPT the west 30.00 feet thereof deed to King County, Washington, for road; SUBJECT to an easement for ingress and egress over said north 20.00 feet above described for the benefit of the property immediately adjoining said strip on the south, which said easement is hereby reserved.



IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers and its corporate seal to be hereunto affixed this 28th day of November, 1958.

TENTH CHURCH OF CHRIST SCIENTIST, SEATTLE, WASHINGTON, a Washington corporation,

By Percy Blaker
Its Board Chairman

By Rosalind Walker
Its Board Secretary

By Norma F. Owen
Its Board Contact

By Ruth McTosh
Board Member

By Clyde Matteson
Board Member



STATE OF WASHINGTON }
COUNTY OF KING } ss

On this 28th day of November, 1958, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared PERCY BLAKER, ROSALAND WALKER, NORMA F. OWEN, RUTH McTOSH and CLYDE MATTESON, all of whom constitute the entire Board of the Tenth Church of Christ Scientist, Seattle, Washington, a Washington corporation, 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 they are 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 date first above written.

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

Filed for Record Dec 8 1958
Request of Seattle Title Company
ROBERT A. MORRIS, County Auditor

DEC 17 1958 8 30 Filed by WTI

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STATUTORY WARRANTY DEED

THE GRANTOR, TENTH CHURCH OF CHRIST SCIENTIST, SEATTLE, WASHINGTON, a Washington corporation, for and in consideration of Forty-three Hundred Five and no/100 (\$4305.00) Dollars to it in hand paid, conveys and warrants to CITY OF SEATTLE, DEPARTMENT OF LIGHTING, the following described real estate, situated in the County of King, State of Washington:

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By Percy Blaker
Its Board Chairman

By Rosalind Walker
Its Board Secretary

By Norma F. Owen
Its Board Contact

By Ruth McIntosh
Board Member

By Glyde Matteson
Board Member

STATE OF WASHINGTON }
COUNTY OF KING } ss

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

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

DEC 8 1958 830 Filed by W.T.I.

4773609

579395

STATUTORY WARRANTY DEED

THE GRANTOR, TENTH CHURCH OF CHRIST SCIENTIST, SEATTLE, WASHINGTON, a Washington corporation, for and in consideration of Forty-three Hundred Five and no/100 (\$4305.00) Dollars to it in hand paid, conveys and warrants to CITY OF SEATTLE, DEPARTMENT OF LIGHTING, the following described real estate, situated in the County of King, State of Washington:

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By Percy Blaker
Its Board Chairman

By Rosalind Walker
Its Board Secretary

By Norma F. Owen
Its Board Contact

By Ruth McIntosh
Board Member

By Glyde Matteson
Board Member

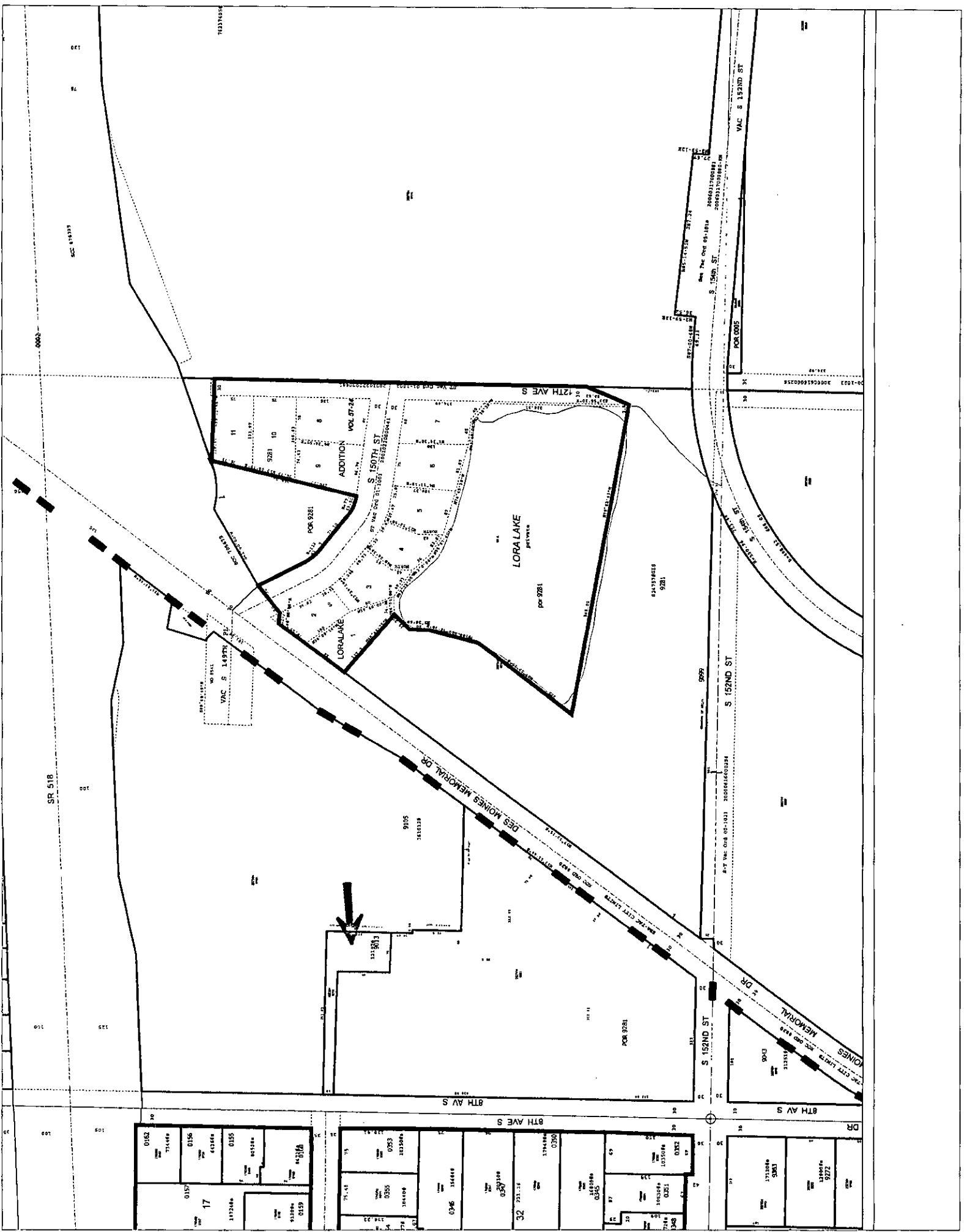
STATE OF WASHINGTON }
COUNTY OF KING } ss

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

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

DEC 8 1958 830 Filed by W.T.I.



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GOLDER ASSOCIATES, 1986

PRELIMINARY GEOTECHNICAL SITE INVESTIGATION:
LAURA LAKE APARTMENTS



Golder Associates

CONSULTING GEOTECHNICAL AND MINING ENGINEERS

RECEIVED

AUG 15

August 1, 1986

Our ref: 863-1094

The Mueller Group
19540 Pacific Highway South, Suite 201
Seattle, WA 98188

ATTENTION: Mr. Raul Ramos

RE: PRELIMINARY GEOTECHNICAL SITE INVESTIGATION
LAURA LAKE APARTMENTS
KING COUNTY, WASHINGTON

Dear Mr. Ramos:

Pursuant to our proposal dated July 1, 1986 and accepted July 15, 1986, we have performed a preliminary geotechnical investigation at the above-referenced site. For the reasons discussed in Sections 4.1 and 4.4, we anticipate that additional studies may be required and that this letter-report should be considered preliminary.

The site is located in unincorporated King County, Washington at the southwest intersection of South 149th Street and Des Moines Way South. A vicinity map is included as Figure 1 and an exploration location plan is shown on Figure 2.

We understand that preliminary project plans call for the the construction about 22 two-story, multi-unit apartment buildings of conventional wood-frame construction. We understand that parking will be above grade. At this time site grades have not yet been finalized.

1. FIELD AND LABORATORY INVESTIGATION

The field investigation was performed on July 22 and 28, 1986 and consisted of the excavation of 20 exploration test pits. The test pits were excavated to depths of 8.5 to 10.5 feet with a rubber-tired backhoe under full-time supervision by a member of our staff who was responsible for locating the explorations, logging the subsurface conditions encountered and collecting representative samples. The number and locations of the test pits completed were influenced by site constraints such as existing structures, utilities and other obstructions. The locations shown on Figure 2 were determined by taping from existing features and should be considered approximate. The test pits were backfilled upon completion of the field investigation. Backfill of test pits completed within proposed preliminary building locations were compacted using the backhoe bucket. Interpretative logs of the test pits are presented in Table 1.

Collected samples were returned to our laboratory for re-examination and limited classification testing. Natural moisture content determination and grain size analyses were performed on select samples of new materials. Chemical testing of possibly contaminated soils (see section 3.2) was not included within this present scope of work. The results of our testing program are shown on Figure 3.

2. SURFACE CONDITIONS

The site is irregular in shape and covers approximately 7 acres. The area investigated consisted of a former auto wrecking yard and two adjacent properties to the north. A portion of the east site boundary is bordered by Des Moines Way South.

At the time of our investigation, the wrecking yard was abandoned and was enclosed by a chain link fence. At this area, ground cover consisted of grasses, brush and occasional trees with scattered and abandoned machinery. Structures indicated on a survey prepared by Barghausen Consulting Engineers, Inc., dated April 25, 1986 had been removed prior to the site exploration. Generally, grades in the center of the wrecking yard were 8 to 23 feet higher than surrounding ground. North of the wrecking yard, the remainder of the parcel consisted of three separate plats. At the time of the investigation, an occupied residence was situated on each of the plats. Ground cover consisted of grass, trees and landscaped areas. Generally, grades rose toward the north-central plat with an overall relief of about 15 to 16 feet. At the time of the field exploration, no surface water was observed at any areas of the proposed site.

3. SUBSURFACE CONDITIONS

3.1 General

At the areas explored, the materials encountered typically consist of a varying thickness of variable density non-engineered fill overlying loose to dense granular native soils. Within the wrecking yard, test pit disclosed what appeared to be oil or chemical soaked soil sludge or chemical residue. At the west end of the yard two test pits disclosed fill overlying peat which extended to depths of 6.5 to 8 feet.

Within the wrecking yard area, fill which consisted of loose to dense silty sands and gravels with varying amounts of debris was observed at most test pit locations. Except at the eastern and western margins of the wrecking yard, the fill blanket varied from about 1/2 to 5 feet in depth but may be thicker at areas between the test pit locations. At the east-central margin of the yard, immediately outside of the main gate, fill was observed to a depth of almost 8 feet. At the west

margin of the yard, the test pits disclosed 3.5 to 4 feet of fill overlying 3 to 5.3 feet of soft peat. Figure 2 illustrates depth to bottom of fill or buried organic-rich materials. Generally, the native soils consisted of loose to dense sands, gravelly sand and sands and gravels containing trace to little silt. At the west portion of the wrecking yard two test pits disclosed stiff to very stiff sandy, clayey silt at depths of 6.4 to 8.0 feet. Within the wrecking yard, ground water was noted in test pits at the west portion of the wrecking yard area at depths of 7.8 to 10.2 feet.

At the adjacent properties to the north and northeast, silty gravelly sand to sand and gravel fill, probably resulting from landscaping, was noted to be 3 to 3.7 feet thick at two test pit locations. While fill was not observed at the test pit at the northwest parcel, the resident informed us that up to 3 feet of fill had reportedly been placed over some areas of that property. Native soils generally consisted of sands, gravelly sands and sands and gravels containing trace to little silt. Groundwater was observed at a depth of 7.2 feet in the test pit excavated at the adjacent northwest parcel.

3.2 Potentially Contaminated Soils

Test pit TP-2, located near the middle of the wrecking yard area east of the former tin building, encountered what appeared to be a waste pit with concrete sides. Within the pit was observed oil or chemical soaked soil and sludge or chemical residue extending to a depth of about 5 feet. The sludge was underlain by native sand and gravel. We were informed by the owner of the yard that this may have been the site of a former barrel cleaning facility in operation prior to his occupancy. Subsurface chemicals were not observed at any of the other test pit locations although oil soaked soil was noted at the ground surface at the southeast corner of the yard.

4. GEOTECHNICAL DESIGN CONSIDERATIONS

4.1 General

From a geotechnical standpoint, development of the area investigated is feasible and most of the structures may be supported on spread footings provided remedial work is first performed. At the east-central and westerly portions of the wrecking yard, a pile or pier foundation may be required. Additional test pits may be required to supplement the investigations performed if a more precise distribution of fill thickness is required for estimating or contractual purposes.

4.2 Foundation Considerations

Spread footings may be founded on properly compacted fill or pre-compacted native soil. We recommend that footings not be supported on or be underlain by the existing fill or buried organic material. Instead, the existing fill and buried organic-rich materials should be removed and replaced with a controlled compacted fill.) Alternatively, the footings may be extended through the fill and the organic soils to bear on the underlying native granular soils. The native soils may be naturally loose or loosened by construction activities and should be compacted with a suitable vibratory compactor prior to placement of compacted fill or construction of footings.

At the westerly or east-central portions of the wrecking yard area, where thick fill and/or buried peat was encountered, the depth to native granular bearing soils may not allow extended footings or complete removal of unsuitable material to be economically feasible. At these areas, the structures may be supported on piles or piers which transfer loads to deeper bearing soils. Additional explorations utilizing borings would be required to develop specific design criteria for either a pile or pier foundation.

Ideally, to eliminate the risk of possible post-construction settlements, floors should not bear on the existing fills since the composition and engineering behavior of these random materials cannot be predicted. Instead, floor slabs should be supported by a properly compacted fill after the unsuitable materials are removed or should be designed as raised structural floors with a crawl space. As an alternative, if some risk of potential movements is accepted, it may be appropriate to support floor slabs on the existing fills if these materials are first pre-compacted with a suitable compactor. If this option is selected, all floor areas should be pre-compacted, under the observation of a Golder representative, with a vibratory roller having a minimum static weight of 5 tons. Soft or loose areas disclosed by the compactor should be removed and replaced. Additionally, floor slabs supported by the existing fill should be designed free of foundation elements to accommodate movements should they occur.

4.3 Grading Considerations

Site grades have not yet been finalized; however, we anticipate that minor cuts and fills will be required. Prior to construction, all existing vegetation and debris should be removed offsite. All compacted structural fill (fill that will support buildings or pavements) should be free of organics, debris or other deleterious material. Except at select areas, this may make the existing fill unsuitable for use as structural fill. We anticipate that the native inorganic granular soils will be suitable for use as structural fill.

August 1, 1986

To reduce the potential for post-construction settlements, all parking areas should ideally be pre-compacted with a vibratory roller having a minimum static weight of 5 tons. As a minimum, all parking areas should be proof-rolled with a fully loaded dump truck to disclose any soft areas which should be removed and backfilled. Pre-compaction or proof-rolling should be observed by a Golder representative.

Conventional retaining structures would be suitable for this site if required. We should be contacted to provide appropriate design criteria as necessary.

4.4 Potentially Contaminated Soils

One test pit within the wrecking yard area encountered what may be contaminated material. These or other chemicals in the existing fill at other locations not explored may represent potential hazardous contaminants depending upon composition and in situ concentrations. In addition, rainwater percolating through contaminated fill may also present an environmental risk. Proper handling and disposal of contaminated or hazardous materials can significantly increase project costs. Therefore, prior to site development, we recommend that appropriate measures be initiated to address the potential contamination aspect and develop necessary remedial alternatives. We will develop recommended remedial investigation measures subsequent to this preliminary report.

5. USE OF THIS REPORT

This is a preliminary report and is not suitable for final design purposes. This report has been prepared for the exclusive use of the The Mueller Group for specific application to this project. Within the limits of our proposal, our work has been performed in accordance with generally accepted local geotechnical engineering practices. If there are significant changes in the nature or design of the proposed facilities as we have described them, we should be notified so that we may review our conclusions and recommendations.

There are possible variations in subsurface or ground water conditions between the explorations and with time. Also, we anticipate that additional subsurface exploration may be required to develop specific design recommendations and to address the possible contamination aspect.

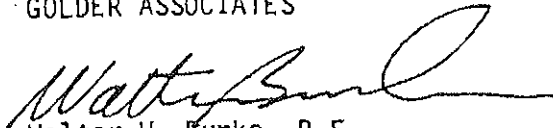
During construction, we recommend that a Golder representative be present to confirm the anticipated soils conditions and provide geotechnically related testing and observe earthworks and foundation construction.

Golder Associates

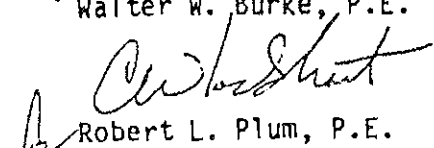
We are available to answer any questions that you might have concerning this report or to discuss our recommendations with you in further detail.

Sincerely,

GOLDER ASSOCIATES



Walter W. Burke, P.E.

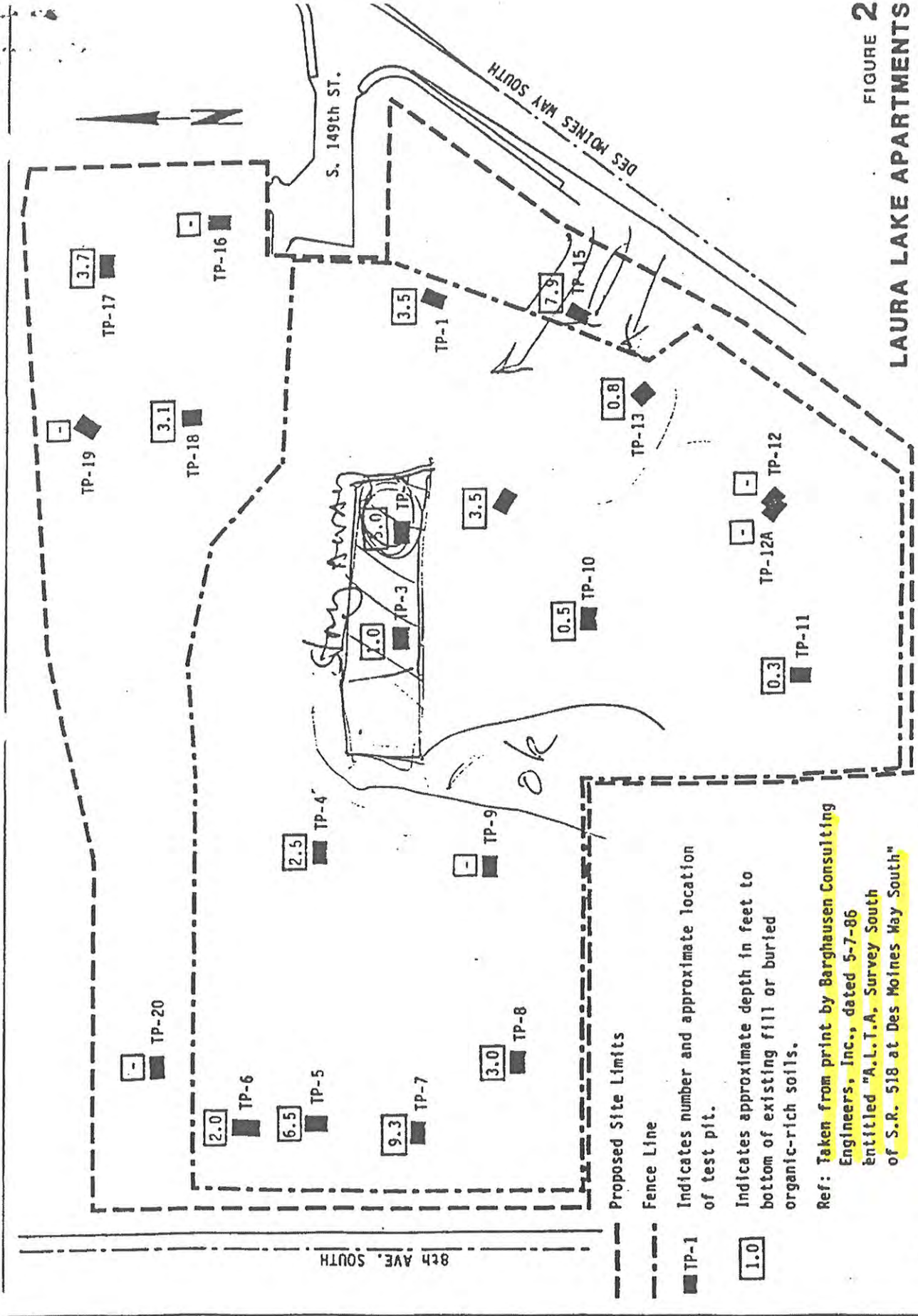


Robert L. Plum, P.E.

RLP/WWB/111

Attachment

cc: Mr. Steve Borneman - Dodds Engineers
Mr. Pat McBride - GMS Architectural Group



- Proposed Site Limits
- - - Fence Line
- TP-1 Indicates number and approximate location of test pit.
- 1.0 Indicates approximate depth in feet to bottom of existing fill or buried organic-rich soils.

Ref: Taken from print by Barghausen Consulting Engineers, Inc., dated 5-7-86 entitled "A.L.T.A. Survey South of S.R. 518 at Des Moines Way South"

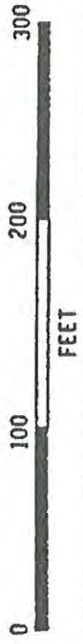


FIGURE 2
LAURA LAKE APARTMENTS
EXPLORATION LOCATION PLAN

THE MUELLER GROUP
Golder Associates

GOLDER ASSOCIATES, 1986

GEOTECHNICAL SITE INVESTIGATION: LAURA LAKE
APARTMENTS



Golder Associates

CONSULTING GEOTECHNICAL AND MINING ENGINEERS

September 19, 1986

Our ref: 863-1094

The Mueller Group
19540 Pacific Highway South, Suite 201
Seattle, WA 98188

ATTENTION: Mr. Raul Ramos

RE: GEOTECHNICAL SITE INVESTIGATION
LAURA LAKE APARTMENTS
KING COUNTY, WASHINGTON

Dear Mr. Ramos:

In accordance with your request, we have performed geotechnical investigations at the above-referenced site. The initial field investigations were performed in accordance with our proposal dated July 1, 1986 and our subsequent letter dated July 24, 1986. The chemical analysis was performed in accordance with our proposal dated August 8, 1986 and our most recent field studies to investigate the vicinity of the former tin building were verbally authorized by the Mueller Group and relayed to us by Mr. Bruce Dodds of Dodds Engineering on September 2, 1986.

The site is located in unincorporated King County, Washington at the southwest intersection of South 149th Street and Des Moines Way South. A vicinity map is included as Figure 1 and an exploration location plan is shown on Figure 2. We understand that preliminary project plans call for the construction of about 22 two-story, multi-unit apartment buildings of conventional wood-frame construction. We understand that parking will be at ground level and that proposed grades will require some cuts and fills across the site.

1. FIELD AND LABORATORY INVESTIGATION

1.1 Field Investigation

The multi-phased field investigation was performed on July 22 and 28, and September 4, 1986 and consisted of the excavation of a total of 30 exploration test pits. The 20 test pits performed on July 22 and 28 were excavated to depths of 8.5 to 10.5 feet to provide general subsurface information across the site so that geotechnical comments and recommendations could be formulated. The approximate locations of these test pits are shown on Figure 2.

Subsequent to the initial field studies, another test pit exploration program was performed on September 4, 1986 to delineate the extent of contaminated materials encountered in a waste pit at the east end of the former location of a tin building. For this program, an additional 10 test pits were excavated to depths of 5 to 11 feet at various locations around the footprint of the former tin building as shown on Figures 2 and 3. Four of the test pits were excavated immediately adjacent to the waste pit.

The test pits were excavated under full-time supervision by a member of our staff who was responsible for locating the explorations, logging the subsurface conditions encountered and collecting representative samples. The number and locations of the test pits completed were influenced by site constraints such as existing structures, utilities and other obstructions. The locations shown on Figures 2 and 3 were determined by taping from existing features and should be considered approximate. The test pits were backfilled upon completion of the field investigation. Backfill of test pits within proposed preliminary building locations were compacted using the backhoe bucket. Interpretative logs of the test pits are presented in Table 1.

1.2 Laboratory Investigation

1.2.1 Geotechnical Testing

Collected soil samples were returned to our laboratory for re-examination and limited classification testing. Natural moisture content determinations and grain size analyses were performed on select samples of near-surface materials. The results of our geotechnical testing program are shown on Figure 4.

1.2.2 Chemical Testing

At one area of the site, the test pits encountered what appeared to be chemical soaked soil and sludge as discussed in Section 3.2. A composite sample of this material was submitted to an independent chemical laboratory for analysis for PCB, heavy metals, cyanide and phenol on a fully digested sample, and volatile organics. A copy of the results of the chemical testing is included in the Appendix.

2. SURFACE CONDITIONS

The site is irregular in shape and covers approximately 7 acres. The area investigated consisted of a former auto wrecking yard and three adjacent properties to the north. A portion of the east site boundary is bordered by Des Moines Way South.

At the time of our investigation, the wrecking yard was abandoned and was enclosed by a chain link fence. In this area, ground cover consisted of grasses, brush and occasional trees with scattered debris and abandoned machinery. Structures indicated on a survey prepared by Barghausen Consulting Engineers, Inc., dated April 25, 1986 had been removed prior to the site exploration. Generally, grades in the middle of the wrecking yard were 8 to 23 feet higher than surrounding grades.

North of the wrecking yard, the remainder of the parcel consisted of three separate plats. At the time of the investigation, an occupied residence was situated on each of the plats. Ground cover consisted of grass, trees and landscaped areas. Generally, grades rose towards the north-central plat with a overall relief of about 15 to 16 feet. At the time of the field exploration, no surface water was observed at any areas of the proposed site.

Research of available information indicates the site area was originally a farm or orchard prior to about 1940. The former tin building indicated by the site surveys was reportedly the site of a barrel cleaning facility operated during the 1940's. Previous air photos of the site area did not contain sufficient information to conclusively indicate whether areas of the site other than the former tin building were part of the cleaning operations. Reportedly, the recent auto wrecking operations commenced in the early 1950's.

3. SUBSURFACE CONDITIONS

3.1 General

At the areas explored, the materials encountered typically consisted of varying thickness of random non-engineered fill overlying loose to dense granular native soils. Within the wrecking yard, at the east end of the location of the former tin building, the some of test pits disclosed what appeared to be chemical soaked soil and sludge. At the west end of the yard two test pits disclosed fill overlying peat which extended to depths of 6.5 to 9.5 feet.

Within the wrecking yard area, fill which consisted of loose to dense, silty sands and gravels with varying amounts of debris was observed at most test pit locations. Except at the eastern and western margins of the wrecking yard, the fill blanket generally varied from about .5 to 5 feet in depth but may be thicker at areas between the test pit locations. At one location within the yard, at the east end of the former location of the tin building, material that appeared to be fill was observed to a depth of 8 feet. At the east-central margin of the yard, immediately outside of the main gate, fill was observed to a depth of almost 8 feet. At the west margin of the yard, the test pits disclosed 3.5 to 4 feet of fill overlying 3 to 5.3 feet of soft peat. Figure 2 illustrates depth to bottom of fill or buried peat. Generally, the native soils consisted of loose to dense sands, gravelly sand and sands and gravels containing trace to little silt. Within the wrecking yard, ground water was noted in test pits at the west portion of the wrecking yard area at depths of 7.8 to 10.2 feet.

At the adjacent properties to the north and northeast, silty gravelly sand to sand and gravel fill, probably resulting from landscaping, was noted to be 3 to 3.7 feet thick at two test pit locations. While fill was not observed at the test pit at the northwest parcel, the resident

informed us that up to 3 feet of fill had reportedly been placed over some areas of that property. Native soils at the northerly parcels generally consisted of compact to dense sands, gravelly sands and sands and gravels. Ground water was only observed in the test pit excavated at the adjacent northwest parcel at a depth of about 7 feet.

3.2 Contaminated Materials

During the initial field investigation, performed on July 22, test pit TP-2, located east of the location of the former tin building, encountered what appeared to be a waste pit with three concrete sides. Within the pit was observed 3 feet of gravel and cobble fill underlain by oil or chemical soaked soil and sludge extending to a depth of about 5 feet. The sludge was underlain by native sand and gravel. Oil soaked soil was noted at the ground surface at the southeast corner of the yard during the initial field investigation.

During the field exploration conducted on September 4, contaminated materials were observed at the east and southeast portions of the former tin building footprint. Test pit TP-21, near the southeast building corner, disclosed stained soils and fragments of what appeared to sludge or caulking compound to a depth of about 1.5 feet. Test pits TP-27 through TP-30 were excavated adjacent to the waste pit east of the former building. These explorations indicated that the waste pit was approximately 8 to 9 feet square and had concrete sides on the north, south and west extending to a depth of about 8 feet. No sidewall was observed on the north side of the pit. Test pit TP-28 on the east side of the pit, disclosed that the sludge was overlain by 3 feet of gravel and cobble fill and that the sludge extended vertically to a depth of 6 feet and laterally to the north about 7 feet. Within the pit, test pit TP-2 disclosed that the sludge extending to a depth of about 5 feet and was underlain by native sand and gravel; a bottom to the pit was not observed. Suspect soil or contaminated material was not observed at other areas beyond the east and southeast corner of the building location.

The results of the chemical analysis of a composite sample of the contaminated material are included in the Appendix and indicate that the material contains some heavy metals, phenols and volatile organics. The analysis for PCB could not be completed because of the presence of another substance which interfered with the analysis. The chemical laboratory which performed the testing informed us that the interfering substance may be phenols based on the behavior of the sample during testing. The results of the volatile organics analysis indicates that the composite sample tested also contained the constituents of some organic solvents.

4. GEOTECHNICAL RECOMMENDATIONS AND CONSIDERATIONS

4.1 General

From a geotechnical standpoint, development of the area investigated is feasible and most of the structures may be supported on spread footings provided remedial work is first performed. At the westerly portion of

the wrecking yard, extended footings or a pile or pier foundation may be required due to the greater depth to bearing soils. Additional test pits may be required to supplement the investigations performed if a more precise distribution of fill thickness is required for estimating or contractual purposes.

4.2 Foundation Recommendations

Spread footings may be founded on properly compacted fill or pre-compacted native soil. We recommend that footings not be supported on or be underlain by the existing fill topsoils or peat. Instead, the existing fill and buried organic-rich materials should be removed and replaced with a controlled compacted fill or the footings should be extended through the fill and the peat to bear on the underlying native granular soils. The native soils may be naturally loose or loosened by construction activities and should be compacted with a suitable vibratory compactor prior to placement of compacted fill or construction of footings.

Spread footings founded on either pre-compacted native soils or properly compacted structural fill should be designed for a maximum allowable bearing pressure of 2000 psf. Footings should be designed with a minimum width of 15 inches. Exterior footings should be founded at least 18 inches below adjacent exterior grade and interior footings should be founded at least 12 inches below adjacent interior grade.

At the westerly portion of the wrecking yard, the test pits (TP-5 and TP-7) disclosed 3.5 to 4 feet of fill overlying 3 to almost 5.5 feet of peat. At the east-central portion of the yard, outside of the fence, test pit TP-15 encountered almost 8 feet of fill. These unsuitable materials should be removed and replaced with a structural fill. At select areas it may be more economical to support the structures on piles or piers which transfer loads to deeper bearing soils. In lieu of relocating the structures away from these areas, specific design criteria for either a pile or pier foundation could be provided after a boring exploration is accomplished.

Ideally, to eliminate the risk of possible post-construction settlements, floors should not bear on the existing fills since the composition and engineering behavior of these random materials cannot be predicted. Instead, floor slabs should be supported by a properly compacted fill after the unsuitable materials are removed or should be designed as raised structural floors with a crawl space. If a pile or pier foundation system is used for the westerly structures where the peat was encountered, a raised floor should be utilized.

As an alternative, if some risk of potential movements is accepted, it may be appropriate to support floor slabs on the existing fills if these materials are first pre-compacted with a vibratory roller having a minimum static weight of 5 tons and proof-rolled with a fully loaded dump truck. If this option is selected, all floor area preparation should be performed under the observation of a Golder representative.

Soft or loose areas disclosed by the pre-compacting or proof-rolling should be removed and replaced. Additionally, the floor slabs should be designed free of foundation elements to accommodate movements should they occur.

4.3 Grading Recommendations

Site grades indicate that cuts to 8 feet and fills to 4 feet will be required. Prior to construction, all existing vegetation and debris should be removed off site. Remedial action regarding suspect soils or contaminated materials is discussed in Section 4.4. All compacted structural fill (fill that will support buildings or pavements) should be clean, well-graded sand or sand and gravel free of organics, debris or other deleterious material. This may make the existing fill unsuitable for use as structural fill. The native inorganic granular soils will be suitable for use as structural fill provided it is placed at a suitable moisture content. Structural fill should be compacted in maximum 8-inch loose lift to at least 95 percent of modified Proctor maximum dry density per ASTM D-1557.

To reduce the potential for post-construction settlements, all parking areas should be proof-rolled with a fully loaded dump truck to disclose any soft areas which should be removed and backfilled. Proof-rolling should be observed by a Golder representative.

Conventional retaining structures would be suitable for this site if required. We should be contacted to provide appropriate design criteria as necessary.

4.4 Remedial Work for Contaminated Materials

As discussed in Section 3.2, the test pit explorations encountered suspect soils and contaminated materials at what appeared to be a waste pit east of the location of the former tin building. In our opinion, the test pits have adequately defined the extent of the contaminated area observed and we conservatively estimate the contents of the pit to contain 35 to 40 cubic yards including the concrete sidewalls.

We recommend that the contaminated materials be removed off site to an appropriate regulated disposal facility prior to construction. Contact with the Washington Department of Ecology (WDOE) should be initiated to determine whether such a facility would be a King County municipal landfill such as Cedar Hills or Kent Highlands or a hazardous waste facility such as the Chem-Security Systems, Inc. (CSSI) facility in Arlington, Oregon.

Although it is unlikely, other areas of contaminated materials may be exist on site. If other contaminated materials are encountered during construction or during remedial cleanup work, they would similarly be removed and disposed in an appropriate manner.

5. USE OF THIS REPORT

This report has been prepared for the exclusive use of the The Mueller Group for specific application to this project. Within the limits of our proposal, our work has been performed in accordance with generally accepted local geotechnical engineering practices. If there are significant changes in the nature, design or location of the proposed facilities as we have described them, we should be notified so that we may review our conclusions and recommendations.

There are possible variations in subsurface or ground water conditions between the explorations and with time. We recommend that a contingency be included in the construction schedule and budget to effect proper remedial action of the contaminated materials and accommodate possible unanticipated conditions. During construction, we recommend that a Golder representative be present to provide geotechnically related testing and observe earthworks and foundation construction. We are available to provide additional geotechnical services should it be necessary to perform design changes after construction has commenced.

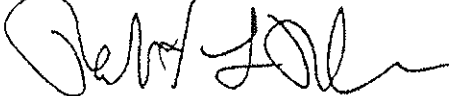
We hope that this report serves your needs. If you have any questions or would like to discuss the contents of this report, please contact us.

Sincerely,

GOLDER ASSOCIATES



Walter W. Burke, P.E.



Robert L. Plum, P.E.

RLP/WWB/111

Attachments

cc: Mr. Steve Borneman - Dodds Engineers
Mr. Pat McBride - GMS Architectural Group
Mr. Ben Wilson - Ben Wilson and Associates

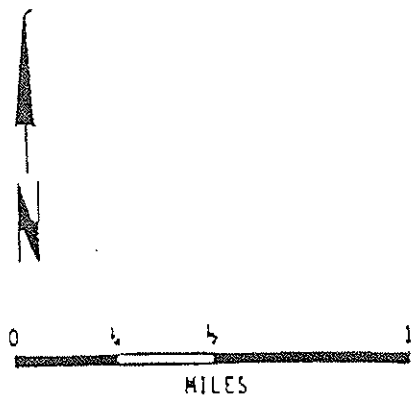
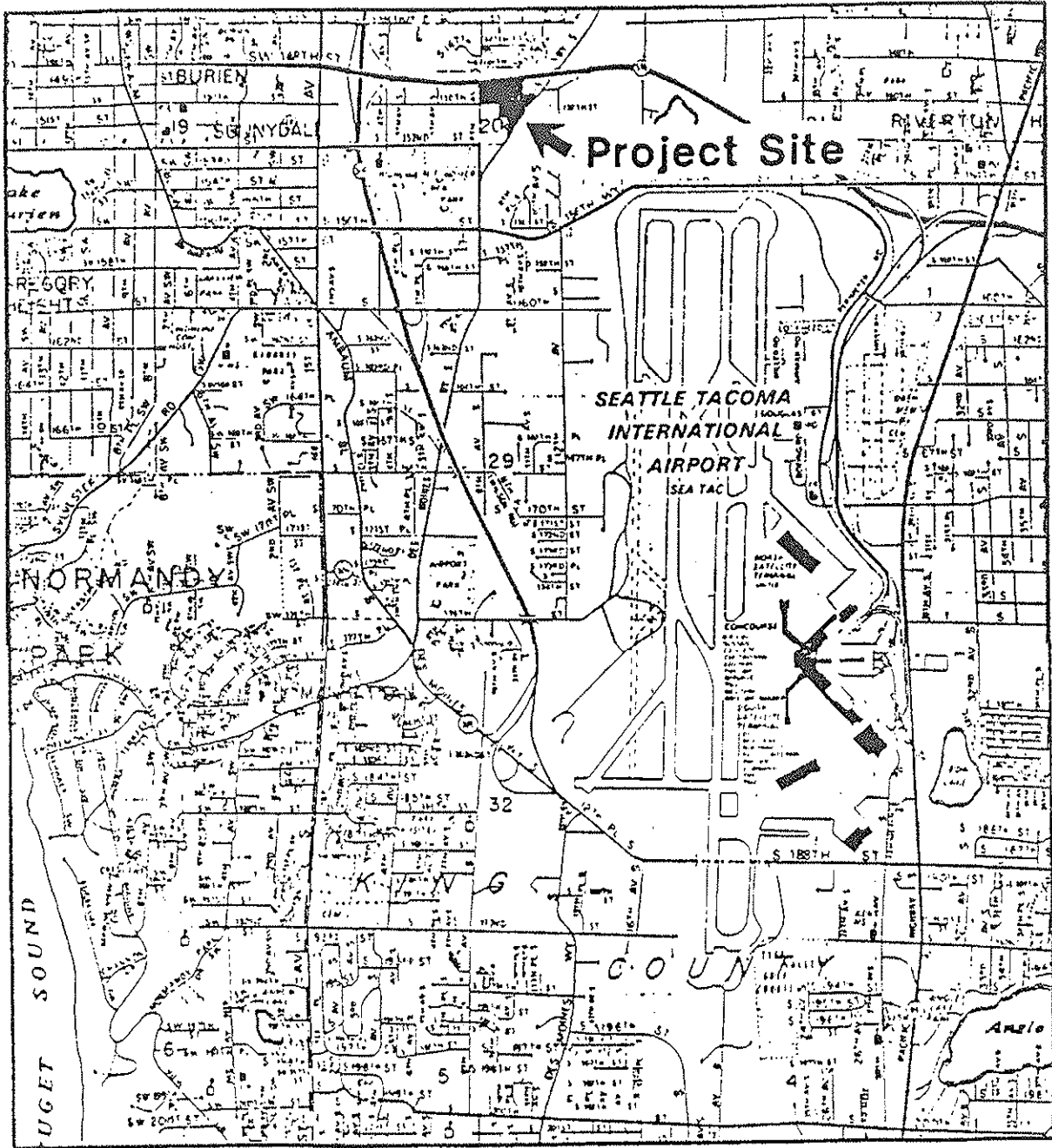
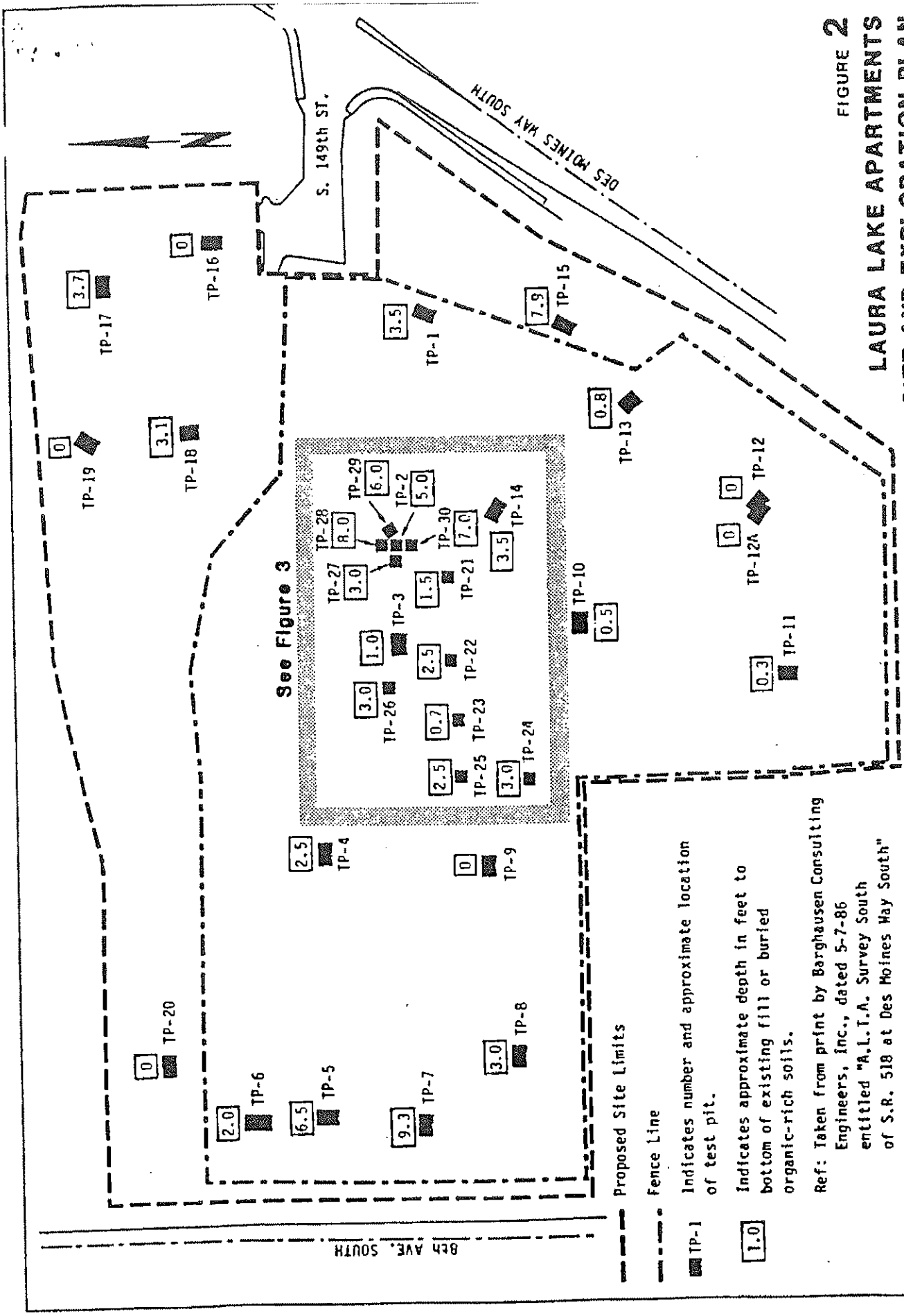


FIGURE 1
VICINITY MAP
LAURA LAKE APARTMENTS
 THE MUELLER GROUP
 Golder Associates

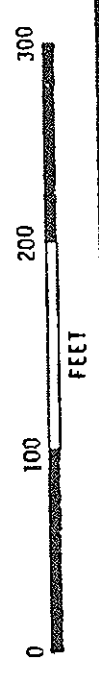
**LAURA LAKE APARTMENTS
SITE AND EXPLORATION PLAN**

THE MUELLER GROUP
Golder Associates



Proposed Site Limits
Fence Line
TP-1 Indicates number and approximate location of test pit.
1.0 Indicates approximate depth in feet to bottom of existing fill or buried organic-rich soils.

Ref: Taken from print by Barghausen Consulting Engineers, Inc., dated 5-7-86 entitled "A.L.I.A. Survey South of S.R. 518 at Des Moines Way South"



GOLDER ASSOCIATES, 1987

CLEANUP ACTIVITIES: LAURA LAKE APARTMENTS



Golder Associates

CONSULTING GEOTECHNICAL AND MINING ENGINEERS

March 27, 1987

Our Ref: 863-1094.100

The Mueller Group
19549 Pacific Highway South, Suite 201
Seattle, WA 98188

ATTENTION: Mr. Raul Ramos

RE: CLEANUP ACTIVITIES
LAURA LAKE APARTMENTS

Dear Raul:

On March 16, 1987 a representative of Golder Associates was onsite to observe the excavation of material from the location of a former partially enclosed sludge pit which was situated in the central portion of the site. The actual excavation and cleanup work was performed by Chemical Waste Management, Inc. (CWM) under contract to the Mueller Group. The excavated materials were temporarily stored in a covered stockpile in the northwest portion of the site and will later be disposed of properly.

A Golder representative observed that the native soils surrounding the former sludge pit were excavated until there was no visual evidence of the source material and the field instrumentation (Organic Vapor Analyzer) did not indicate readings above apparent site background levels. The written results of chemical testing of select samples recovered by our representative should be available April 2, 1987. We will forward these results to you as they become available.

Sincerely,

GOLDER ASSOCIATES

Walter W. Burke, P.E.

Charles W. Lockhart, P.E.

WWB/CWL/cmw/435

GOLDER ASSOCIATES, 1987

LORA LAKES APARTMENT DEVELOPMENT SITE
INVESTIGATION AND CLEAN-UP