

Recorded at the request of
and after Recording Return to

Michael G. Fulbright, Esq.
Tousley, Brain, Reinhardsen & Block
Suite 1700
720 Olive Way
Seattle, Washington 98101 1861

86-05-30 #1837 B
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CASHSL ***13.00
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STORM DRAIN, LANDSCAPE, UTILITY
AND ACCESS EASEMENT AGREEMENT

THIS STORM DRAIN, LANDSCAPING, UTILITY AND ACCESS EASEMENT AGREEMENT (this "Agreement"), made as of this 30th day of ~~May~~ 1986, is by and between THE LUTHERAN BIBLE INSTITUTE OF SEATTLE, a Washington non profit corporation ("LBI"), SWANSON-DEAN CORPORATION, a Washington corporation ("SDC") and SISTERS OF ST. JOSEPH OF PEACE, HEALTH AND HOSPITAL SERVICES, a Washington non-profit corporation ("HHS").

LBI, SDC and HHS own adjacent parcels of land in King County, Washington portions of which are in a natural drainage basin. LBI, SDC and HHS are parties to that certain Storm Drain and Access Easement Agreement dated October 11, 1984 and recorded under Instrument No. 8410250823 in the real property records of King County, Washington (the "First Drainage Agreement"). The parties have adjusted the lot lines of their respective property and made certain conveyances to reflect the new lot lines, but each of the parties continues to own property located within the drainage basin.

The purpose of this Agreement is to supersede and replace the First Drainage Agreement with a new agreement that reflects the adjustments in lot lines and ownership and contains further agreements as provided herein below.

For and in consideration of the mutual covenants herein contained and other valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Definitions.

"HHS Land" means the real property legally described on Exhibit A attached hereto.

"LBI Land" means the real property legally described on Exhibit B attached hereto.

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"SDC Land" means the real property legally described on Exhibit C attached hereto.

"Access Easement Area" means the portions of the HHS Land adjacent to 228th Avenue Southeast and legally described on Exhibit D attached hereto.

"Storm Detention Easement Area" means the portions of the SDC Land legally described on Exhibit E attached hereto.

"Drainage Catchment Area" means the portion of the HHS Land, the LBI Land and the SDC Land containing approximately 19.6 acres and located approximately as shown in the shaded area on the drawing attached hereto as Exhibit F.

"LBI Drainage Easement Area" means the portions of the HHS Land legally described on Exhibit G hereto.

"SDC Drainage Easement Area" means the portions of the HHS Land legally described on Exhibit H hereto.

"HHS Landscape, Access and Utility Easement Area" means the portion of the SDC Land legally described on Exhibit I hereto.

2. Access Easement. HHS hereby grants to SDC a non-exclusive appurtenant perpetual easement on, over and under the surface of the Access Easement Area for the purpose of installing roadway and associated improvements along the dedicated public street known as 228th Avenue Southeast as SDC sees fit and at SDC's sole cost.

3. Storm Detention Easement. SDC hereby grants the other parties hereto a non-exclusive appurtenant perpetual easement to use the surface and subsurface of the Storm Detention Easement Area, together with the right of access thereto at all times, for the purpose of using the storm drainage detention pond and related improvements which have been installed and shall be operated for the benefit of the Drainage Catchment Area as the dominant tenement. SDC and HHS both recognize the need to have coordinated signage in the Storm Detention Easement Area and, therefore, SDC and HHS each covenant and agree to use their best efforts and work together to achieve mutually agreeable signage in such area, the expense of which shall be borne by SDC and HHS as they may agree.

4. Detention Pond Construction, Operation and Maintenance. SDC, at its sole cost and expense, has installed a storm drain detention pond and related improvements for the benefit of itself, LBI and HHS. LBI and HHS do hereby agree to reimburse SDC for their respective shares of such operating and maintenance costs including any necessary replacement from time to time, pro rata in accordance with the portion of the Drainage Catchment Area on their respective properties. The parties hereto do hereby agree that since the Drainage Catchment Area contains

approximately, 19.6 acres, 8.5 acres of which are on the SDC Land, 1.6 acres of which are on the LBI Land and 9.5 acres of which are on the HHS Land, all costs of operation and maintenance of the storm water retention pond and associated equipment, including replacement, shall be borne 43% by SDC, 8% by LBI and 49% by HHS. LBI and HHS shall reimburse SDC for amounts due it hereunder within 30 days of invoice accompanied by appropriate supporting data. If for any reason LBI or HHS, or both of them, should incur any reasonably necessary expense in connection with the operation or maintenance of the storm drain detention pond and related improvements in the Storm Detention Easement area, ~~whether~~ because of SDC's failure to perform or pay for such, ~~or otherwise~~, SDC, LBI and HHS agree to reimburse LBI or HHS, or both of them, as appropriate for its or their proportionate share of such expense within 30 days of invoice accompanied by appropriate supporting data.

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5. HHS Detention Area Landscaping Easement. SDC hereby grants HHS a perpetual easement to install, maintain, operate and use, at the sole cost and expense of HHS, landscaping, fountains, walkways and related improvements in the Storm Detention Easement Area that do not in any way interfere with the operation and/or use of the storm drainage detention pond and related improvements and/or any signs installed therein by SDC pursuant to this Agreement. Except for the right reserved by SDC in connection with signage pursuant to Section 3 of this Agreement and for the rights reserved to SDC and LBI for storm drainage pursuant to this Agreement, ~~the~~ the easement granted HHS under this Section 5 is an exclusive easement. LBI hereby consents to the easement granted HHS under this Section 5. Neither SDC nor LBI shall have any personal or financial responsibility in connection with or arising out of any landscaping or other improvements installed, maintained, operated or used by HHS, or any of its employees, agents, contractors, guests or invitees pursuant to this Section 5, except for matters for which LBI or SDC, or both of them, are liable for because of their own acts, omissions or negligence.

6. HHS Landscape, Access and Utility Easement. SDC hereby grants HHS a perpetual easement to use the HHS Landscape, Access and Utility Easement Area for purposes of installing, maintaining and using landscaping, fountains, walkways, private roadways, and utilities. SDC, however, reserves the right to install, maintain and use underground utility lines and related improvements in the HHS Landscape, Access and Utility Area, including, without limitation, storm drainage lines and related improvements that carry storm water runoff to the Storm Detention Easement Area. Except for the rights reserved by SDC in this Section 6 and except for the rights granted SDC under Section 8, the easement granted HHS under this Section 6 is an exclusive easement to use the HHS Landscape, Access and Utility Easement Area for the purposes set forth in this Section 6. SDC shall have no personal or financial responsibility in connection with or arising out of any landscaping, fountains, roadways or walkways, utilities or related improvements installed and/or used by HHS or any of its

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S.M.
22

5 * AND EXCEPT FOR THE RIGHT HEREBY RESERVED BY SDC TO INSTALL, MAINTAIN, AND USE UNDERGROUND UTILITY LINES AND RELATED IMPROVEMENTS IN THE STORM DETENTION EASEMENT AREA WHICH DO NOT INTERFERE WITH THE OPERATION AND OR USE OF THE STORM DETENTION POND AND RELATED IMPROVEMENTS.

employees, contractors, agents, guests, or invitees pursuant to this Section 6, except for the acts, omissions, or negligence of SDC.

7. LB1 Drainage Easement. HHS hereby grants LBI an easement over the LBI Drainage Easement Area to install and maintain storm drainage pipes and related improvements for the purposes of carrying storm water runoff from the portion of the Drainage Catchment Area located on the LBI Land to the Storm Detention Easement Area. HHS also grants LBI the right to connect to and use any storm water drainage system located or constructed on LBI drainage Easement Area; provided that if LBI's connection to any such system requires an increase in capacity to accommodate the connection, LBI shall modify the system to add the needed capacity at LBI's sole cost and expense, and in such a manner as to not interfere with the landscaping and fountain provided by HHS.

8. SDC Drainage Easement. HHS hereby grants SDC an easement over the SDC drainage Easement Area to install and maintain storm drainage pipes and related improvements for purposes of carrying storm water runoff from portions of the Drainage Catchment Area located on the SDC Land to the Storm Detention Easement Area. HHS also grants SDC the right to connect to and use any storm water drainage systems located or constructed on the SDC Drainage Easement Area and/or the Landscape, Access and Utility Easement Area; provided that if SDC's connection to any such system requires an increase in capacity to accommodate the connection, SDC shall modify the system to add the needed capacity at SDC's sole cost and expense, and in such a manner as to not interfere with the landscaping and fountain provided by HHS.

9. Detention Pond Capacity. If any party hereto constructs improvements upon the portions of its property located in the Drainage Catchment Area (other than the currently contemplated construction by HHS of an assisted living facility) which require increases in the capacity of the detention pond and/or other related improvements constructed by SDC, such party shall bear all costs and expenses involved in increasing such capacity and shall restore any landscaping or other improvements to the Storm Detention Easement Area resulting from any activities related to increases in such capacity.

10. Run With Land. The easements created hereby shall run with the land and bind the Storm Detention Landscaping, Access and Utility Easement Area, the LBI Drainage Easement Area and the SDC Drainage Easement Area. The easement granted by Section 3 is for the benefit of the LBI Land, the SDC Land and the HHS Land as the dominant tenements. The easements granted by Sections 2 and 8 are for the benefit of the SDC Land as the dominant tenement. The easements granted by Sections 5 and 6 are for the benefit of the HHS Land as the dominant tenement. The easement granted by

Section 8 is for the benefit of the LBI Land as the dominant tenement.

11. [Intentionally Omitted.]

12. Effect on First Drainage Agreement. Effective immediately upon the recording of a fully executed copy of this Agreement in the real property records of King County, Washington, the First Drainage Agreement shall terminate and be of no further force or effect whatsoever.

13. Assignability. The rights and obligations of each of the parties hereto shall inure to the benefit of and be binding upon their respective successors and assigns.

14. Notices. Any demand, request or notice which either party hereto desires or may be required to make or deliver to the other shall be in writing and shall be deemed delivered when personally delivered, or three days after being deposited in the United States Mail, in registered or certified form, return receipt requested, addressed as follows:

To LBI: The Lutheran Bible Institute
of Seattle
Providence Heights
Issaquah, Washington 98027
Attn: President

To SDC: Swanson-Dean Corporation
2100 112th Avenue NE
Bellevue, Washington 98004
Attn: President

To HHS: Sisters of St. Joseph of
Peace, Health and Hospital
Services
1715 - 114th Avenue SE
Seattle 110
Bellevue, Washington 98004
Attn: President

or to such other single address and person as either party may communicate to the other by like written notice, a copy of which is recorded in the Official Records of King County, Washington and also refers to the recording data of this instrument.

15. Attorneys' Fees. In the event of litigation between the parties hereto, declaratory or otherwise, in connection with this Agreement, the non-prevailing party shall pay the costs thereof and attorneys' fees actually incurred by the prevailing party, which shall be determined and fixed by the court as part of the judgment. The parties covenant and agree that they intend by this Section to compensate for attorneys' fees actually incurred by the prevailing party to the particular attorneys involved at

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such attorneys' then normal hourly rates and that this Section 15 shall constitute an instruction to the court that such rate or rates shall be deemed reasonable.

16. Miscellaneous. This Easement contains the entire understanding between the parties and supersedes any prior understandings and agreements between them respecting the subject matter hereof. No amendment of our supplement to this Easement shall be valid or effective unless executed by the parties hereto, or their respective successors and assigns and recorded in the Records of King County, Washington; provided that amendments of Sections 2, 6, 7 and 8 hereof shall only require execution by the then owners of the property subject of and the property benefitted by the easement granted by the Section or Sections being amended.

17. Consents. The third parties named in Exhibit J attached hereto, for themselves and each of their respective successors and assigns, executing the said Exhibit J, thereby consent to the easements herein granted and agree that both of such easements shall be senior to any and all interests any of them may have in and to the LBI Land, the SDC Land or the HHS Land.

THE LUTHERAN BIBLE INSTITUTE
OF SEATTLE, a Washington
nonprofit corporation

By [Signature]
Its CHAIRMAN
By Allen E. Swanson
Its SECRETARY
SWANSON-DEAN CORPORATION, a
Washington corporation

By [Signature]
Its CHAIRMAN

SISTERS OF ST. JOSEPH OF PEACE,
HEALTH AND HOSPITAL SERVICES, a
Washington nonprofit
corporation

By [Signature]
Its President

860501837

STATE OF WASHINGTON)
COUNTY OF KING)

On this day personally appeared before me James Rasmussen
Edward Dean Jr., to be known to be the Chairman
Secretary of THE LUTHERAN BIBLE INSTITUTE OF
SEATTLE, 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.

Given under my hand and official seal this 27th day
of May, 1986.

Patricia J. Carlson
Notary Public in and for the
State of Washington, residing
at Rickland

STATE OF WASHINGTON)
COUNTY OF KING)

On this day personally appeared before me _____
Edward Dean Jr., to be known to be the _____
Chairman of SWANSON-DEAN CORPORATION, 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.

Given under my hand and official seal this 27th day
of May, 1986.

Patricia J. Carlson
Notary Public in and for the
State of Washington, residing
at Rickland

STATE OF WASHINGTON)
COUNTY OF KING)

On this day personally appeared before me
James M. McAndrews, to be known to be the
President, of SISTERS OF ST. JOSEPH OF PEACE, HEALTH
AND HOSPITAL SERVICES, 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.

Given under my hand and official seal this 20th day
of May, 1986.

James M. McAndrews
Notary Public in and for the
State of Washington, residing
at Richland

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EXHIBIT J

UNIVERSITY FEDERAL SAVINGS BANK

By *William H. Hester*

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Recorded at the Request of
and after Recording Return to

Michael G. Fulbright, Esq.
Tousley, Brain, Reinhardsen & Block
Suite 1700
720 Olive Way
Seattle, Washington 98101 1861

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STORM DRAIN, LANDSCAPE, UTILITY
AND ACCESS EASEMENT AGREEMENT

This Easement Agreement is being re-recorded to include Exhibits A through I which were inadvertently omitted.

THIS STORM DRAIN, LANDSCAPING, UTILITY AND ACCESS EASEMENT AGREEMENT (this "Agreement"), made as of this 30th day of May, 1986, is by and between THE LUTHERAN BIBLE INSTITUTE OF SEATTLE, a Washington non profit corporation ("LBI"), SWANSON-DEAN CORPORATION, a Washington corporation ("SDC") and SISTERS OF ST. JOSEPH OF PEACE, HEALTH AND HOSPITAL SERVICES, a Washington non-profit corporation ("HHS").

LBI, SDC and HHS own adjacent parcels of land in King County, Washington portions of which are in a natural drainage basin. LBI, SDC and HHS are parties to that certain Storm Drain and Access Easement Agreement dated October 11, 1984 and recorded under Instrument No. 8410250823 in the real property records of King County, Washington (the "First Drainage Agreement"). The parties have adjusted the lot lines of their respective property and made certain conveyances to reflect the new lot lines, but each of the parties continues to own property located within the drainage basin.

The purpose of this Agreement is to supersede and replace the First Drainage Agreement with a new agreement that reflects the adjustments in lot lines and ownership and contains further agreements as provided herein below.

For and in consideration of the mutual covenants herein contained and other valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Definitions.

"HHS Land" means the real property legally described on Exhibit A attached hereto.

"LBI Land" means the real property legally described on Exhibit B attached hereto.

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RECD 26.00
CASHL ***26.00

"SDC Land" means the real property legally described on Exhibit C attached hereto.

"Access Easement Area" means the portions of the HHS Land adjacent to 228th Avenue Southeast and legally described on Exhibit D attached hereto.

"Storm Detention Easement Area" means the portions of the SDC Land legally described on Exhibit E attached hereto.

"Drainage Catchment Area" means the portion of the HHS Land, the LBI Land and the SDC Land containing approximately 19.6 acres and located approximately as shown in the shaded area on the drawing attached hereto as Exhibit F.

"LBI Drainage Easement Area" means the portions of the HHS Land legally described on Exhibit G hereto.

"SDC Drainage Easement Area" means the portions of the HHS Land legally described on Exhibit H hereto.

"HHS Landscape, Access and Utility Easement Area" means the portion of the SDC Land legally described on Exhibit I hereto.

2. Access Easement. HHS hereby grants to SDC a non-exclusive appurtenant perpetual easement on, over and under the surface of the Access Easement Area for the purpose of installing roadway and associated improvements along the dedicated public street known as 228th Avenue Southeast as SDC sees fit and at SDC's sole cost.

3. Storm Detention Easement. SDC hereby grants the other parties hereto a non-exclusive appurtenant perpetual easement to use the surface and subsurface of the Storm Detention Easement Area, together with the right of access thereto at all times, for the purpose of using the storm drainage detention pond and related improvements which have been installed and shall be operated for the benefit of the Drainage Catchment Area as the dominant tenement. SDC and HHS both recognize the need to have coordinated signage in the Storm Detention Easement Area and, therefore, SDC and HHS each covenant and agree to use their best efforts and work together to achieve mutually agreeable signage in such area, the expense of which shall be borne by SDC and HHS as they may agree.

4. Detention Pond Construction, Operation and Maintenance. SDC, at its sole cost and expense, has installed a storm drain detention pond and related improvements for the benefit of itself, LBI and HHS. LBI and HHS do hereby agree to reimburse SDC for their respective shares of such operating and maintenance costs including any necessary replacement from time to time, pro rata in accordance with the portion of the Drainage Catchment Area on their respective properties. The parties hereto do hereby agree that since the Drainage Catchment Area contains

approximately 19.6 acres, 8.5 acres of which are on the SDC Land, 1.6 acres of which are on the LBI Land and 9.5 acres of which are on the HHS Land, all costs of operation and maintenance of the storm water retention pond and associated equipment, including replacement, shall be borne 43% by SDC, 8% by LBI and 49% by HHS. LBI and HHS shall reimburse SDC for amounts due it hereunder within 30 days of invoice accompanied by appropriate supporting data. If for any reason LBI or HHS, or both of them, should incur any reasonably necessary expense in connection with the operation or maintenance of the storm drain detention pond and related improvements in the Storm Detention Easement Area, ~~whether~~ because of SDC's failure to perform or pay for such, ~~or otherwise~~, SDC, LBI and HHS agree to reimburse LBI or HHS, or both of them, as appropriate for its or their proportionate share of such expense within 30 days of invoice accompanied by appropriate supporting data.

5. HHS Detention Area Landscaping Easement. SDC hereby grants HHS a perpetual easement to install, maintain, operate and use, at the sole cost and expense of HHS, landscaping, fountains, walkways and related improvements in the Storm Detention Easement Area that do not in any way interfere with the operation and/or use of the storm drainage detention pond and related improvements and/or any signs installed therein by SDC pursuant to this Agreement. Except for the right reserved by SDC in connection with signage pursuant to Section 3 of this Agreement and for the rights reserved to SDC and LBI for storm drainage pursuant to this Agreement, the easement granted HHS under this Section 5 is an exclusive easement. LBI hereby consents to the easement granted HHS under this Section 5. Neither SDC nor LBI shall have any personal or financial responsibility in connection with or arising out of any landscaping or other improvements installed, maintained, operated or used by HHS, or any of its employees, agents, contractors, guests or invitees pursuant to this Section 5, except for matters for which LBI or SDC, or both of them, are liable for because of their own acts, omissions or negligence.

6. HHS Landscape, Access and Utility Easement. SDC hereby grants HHS a perpetual easement to use the HHS Landscape, Access and Utility Easement Area for purposes of installing, maintaining and using landscaping, fountains, walkways, private roadways, and utilities. SDC, however, reserves the right to install, maintain and use underground utility lines and related improvements in the HHS Landscape, Access and Utility Area, including, without limitation, storm drainage lines and related improvements that carry storm water runoff to the Storm Detention Easement Area. Except for the rights reserved by SDC in this Section 6 and except for the rights granted SDC under Section 8, the easement granted HHS under this Section 6 is an exclusive easement to use the HHS Landscape, Access and Utility Easement Area for the purposes set forth in this Section 6. SDC shall have no personal or financial responsibility in connection with or arising out of any landscaping, fountains, roadways or walkways, utilities or related improvements installed and/or used by HHS or any of its

5. * AND EXCEPT FOR THE RIGHT HEREBY RESERVED BY SDC TO INSTALL, MAINTAIN, OPERATE AND USE UNDERGROUND UTILITY LINES AND RELATED IMPROVEMENTS IN THE STORM DRAINAGE DETENTION POND AND RELATED IMPROVEMENTS WITHIN THE STORM DRAINAGE DETENTION POND AREA, THE EASEMENT GRANTED HHS UNDER THIS SECTION 5 IS AN EXCLUSIVE EASEMENT.

employees, contractors, agents, guests, or invitees pursuant to this Section 6, except for the acts, omissions, or negligence of SDC.

7. LB1 Drainage Easement. HHS hereby grants LBI an easement over the LBI Drainage Easement Area to install and maintain storm drainage pipes and related improvements for the purposes of carrying storm water runoff from the portion of the Drainage Catchment Area located on the LBI Land to the Storm Detention Easement Area. HHS also grants LBI the right to connect to and use any storm water drainage system located or constructed on LBI drainage Easement Area; provided that if LBI's connection to any such system requires an increase in capacity to accommodate the connection, LBI shall modify the system to add the needed capacity at LBI's sole cost and expense, and in such a manner as to not interfere with the landscaping and fountain provided by HHS.

8. SDC Drainage Easement. HHS hereby grants SDC an easement over the SDC drainage Easement Area to install and maintain storm drainage pipes and related improvements for purposes of carrying storm water runoff from portions of the Drainage Catchment Area located on the SDC Land to the Storm Detention Easement Area. HHS also grants SDC the right to connect to and use any storm water drainage systems located or constructed on the SDC Drainage Easement Area and/or the Landscape, Access and Utility Easement Area; provided that if SDC's connection to any such system requires an increase in capacity to accommodate the connection, SDC shall modify the system to add the needed capacity at SDC's sole cost and expense, and in such a manner as to not interfere with the landscaping and fountain provided by HHS.

9. Detention Pond Capacity. If any party hereto constructs improvements upon the portions of its property located in the Drainage Catchment Area (other than the currently contemplated construction by HHS of an assisted living facility) which require increases in the capacity of the detention pond and/or other related improvements constructed by SDC, such party shall bear all costs and expenses involved in increasing such capacity and shall restore any landscaping or other improvements to the Storm Detention Easement Area resulting from any activities related to increases in such capacity.

10. Run With Land. The easements created hereby shall run with the land and bind the Storm Detention Landscaping, Access and Utility Easement Area, the LBI Drainage Easement Area and the SDC Drainage Easement Area. The easement granted by Section 3 is for the benefit of the LBI Land, the SDC Land and the HHS Land as the dominant tenements. The easements granted by Sections 2 and 8 are for the benefit of the SDC Land as the dominant tenement. The easements granted by Sections 5 and 6 are for the benefit of the HHS Land as the dominant tenement. The easement granted by

Section 8 is for the benefit of the LBI Land as the dominant tenement.

11. [Intentionally Omitted.]

12. Effect on First Drainage Agreement. Effective immediately upon the recording of a fully executed copy of this Agreement in the real property records of King County, Washington, the First Drainage Agreement shall terminate and be of no further force or effect whatsoever.

13. Assignability. The rights and obligations of each of the parties hereto shall inure to the benefit of and be binding upon their respective successors and assigns.

14. Notices. Any demand, request or notice which either party hereto desires or may be required to make or deliver to the other shall be in writing and shall be deemed delivered when personally delivered, or three days after being deposited in the United States Mail, in registered or certified form, return receipt requested, addressed as follows:

To LBI: The Lutheran Bible Institute
of Seattle
Providence Heights
Issaquah, Washington 98027
Attn: President

To SDC: Swanson-Dean Corporation
2100 112th Avenue NE
Bellevue, Washington 98004
Attn: President

To HHS: Sisters of St. Joseph of
Peace, Health and Hospital
Services
1715 - 114th Avenue SE
Seattle 110
Bellevue, Washington 98004
Attn: President

or to such other single address and person as either party may communicate to the other by like written notice, a copy of which is recorded in the Official Records of King County, Washington and also refers to the recording data of this instrument.

15. Attorneys' Fees. In the event of litigation between the parties hereto, declaratory or otherwise, in connection with this Agreement, the non-prevailing party shall pay the costs thereof and attorneys' fees actually incurred by the prevailing party, which shall be determined and fixed by the court as part of the judgment. The parties covenant and agree that they intend by this Section to compensate for attorneys' fees actually incurred by the prevailing party to the particular attorneys involved at

such attorneys' then normal hourly rates and that this Section 15 shall constitute an instruction to the court that such rate or rates shall be deemed reasonable.

16. Miscellaneous. This Easement contains the entire understanding between the parties and supersedes any prior understandings and agreements between them respecting the subject matter hereof. No amendment of our supplement to this Easement shall be valid or effective unless executed by the parties hereto, or their respective successors and assigns and recorded in the Records of King County, Washington; provided that amendments of Sections 2, 6, 7 and 8 hereof shall only require execution by the then owners of the property subject of and the property benefitted by the easement granted by the Section or Sections being amended.

17. Consents. The third parties named in Exhibit J attached hereto, for themselves and each of their respective successors and assigns, executing the said Exhibit J, thereby consent to the easements herein granted and agree that both of such easements shall be senior to any and all interests any of them may have in and to the LBI Land, the SDC Land or the HHS Land.

THE LUTHERAN BIBLE INSTITUTE
OF SEATTLE, a Washington
nonprofit corporation

By [Signature]
Its CHAIRMAN
By Robert E. Harrison
Its SECRETARY
SWANSON-DEAN CORPORATION, a
Washington corporation

By [Signature]
Its CHAIRMAN

SISTERS OF ST. JOSEPH OF PEACE,
HEALTH AND HOSPITAL SERVICES, a
Washington nonprofit
corporation

By [Signature]
Its CHAIRMAN

STATE OF WASHINGTON)
COUNTY OF KING)

On this day personally appeared before me James R. Smiller
Charles E. Abrahamson, to be known to be the Chairman
Secretary of THE LUTHERAN BIBLE INSTITUTE OF
SEATTLE, 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.

Given under my hand and official seal this 24th day
of May, 1986.

Patricia J. Carlson
Notary Public in and for the
State of Washington, residing
at Kirkland

STATE OF WASHINGTON)
COUNTY OF KING)

On this day personally appeared before me
P. Edward Dean, Jr., to be known to be the
Chairman of SWANSON-DEAN CORPORATION, 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.

Given under my hand and official seal this 24th day
of May, 1986.

Patricia J. Carlson
Notary Public in and for the
State of Washington, residing
at Kirkland

STATE OF WASHINGTON)
)
COUNTY OF KING)

On this day personally appeared before me Joseph M. Munk, to be known to be the President of SISTERS OF ST. JOSEPH OF PEACE, HEALTH AND HOSPITAL SERVICES, 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.

Given under my hand and official seal this 20th day of May, 1986.

Patricia J. Carlson
Notary Public in and for the
State of Washington, residing
at Richland

8605381837

8703090373

EXHIBIT J

UNIVERSITY FEDERAL SAVINGS BANK

By *John Baker Wilson*

8605391337
3703090373

EXHIBIT "A"

LEGAL DESCRIPTION OF H.H.S. LAND

LOTS 2 AND 3 ACCORDING TO SHORT PLAT NO. 983051R, RECORDED MARCH 6, 1985 AS INSTRUMENT NO. 8503069003 IN THE DIVISION OF RECORDS AND ELECTIONS OF KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION OF SAID LOT 2, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT 2;
THENCE N30°00'00"E 39.98 FEET ALONG THE WEST LINE THEREOF TO A POINT OF CUSP WITH A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 60.00 FEET AND TO WHICH POINT A RADIAL LINE BEARS N60°00'00"W;
THENCE SOUTHWESTERLY AND SOUTHERLY 43.76 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41°47'28" TO THE SOUTHERLY LINE OF SAID LOT 2;
THENCE N59°58'51"W 15.27 FEET ALONG SAID SOUTHERLY LINE TO THE POINT OF BEGINNING;

TOGETHER WITH THAT PORTION OF LOT 1 OF SAID SHORT PLAT MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT 2;
THENCE ALONG THE LINE COMMON TO SAID LOTS 1 AND 2 S59°58'51"E 15.27 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID COMMON LOT LINE S59°58'51"E 89.44 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 60.00 FEET, A RADIAL LINE THROUGH SAID BEGINNING BEARS S18°10'14"E;
THENCE WESTERLY AND NORTHWESTERLY 100.93 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 96°22'46" TO THE TRUE POINT OF BEGINNING;

ALSO TOGETHER WITH THAT PORTION OF SAID LOT 1 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 3;

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THENCE S01°27'13"W 20.00 FEET ALONG THE SOUTHERLY PROLONGATION OF THE EAST
LINE OF SAID LOT 3;
THENCE N81°56'19"W 176.17 FEET TO AN ANGLE POINT IN THE SOUTH LINE OF LOT 2 OF
SAID SHORT PLAT;
THENCE ALONG THE LINE COMMON TO SAID LOTS 1 AND 2 AND THE LINE COMMON TO SAID
LOTS 1 AND 2 S88°27'26"E 175.00 FEET TO THE POINT OF BEGINNING;

SITUATE IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6
EAST, W.M., IN KING COUNTY, WASHINGTON;

ALSO TOGETHER WITH THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 9 AND THE
NORTHEAST QUARTER OF SECTION 16, ALL IN TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M.,
IN KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 542.49 FEET;
THENCE N46°34'56"E 40.75 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N67°10'08"W 200.36 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE
TO THE EAST HAVING A RADIUS OF 114.00 FEET, A RADIAL LINE THROUGH SAID
BEGINNING BEARS S25°58'11"W;
THENCE NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY 179.07 FEET ALONG SAID CURVE
THROUGH A CENTRAL ANGLE OF 90°00'00";
THENCE NON-TANGENT TO THE PRECEDING CURVE N35°24'17"E 253.19 FEET;
THENCE N88°28'45"E 34.70 FEET;
THENCE S61°30'25"E 524.71 FEET;
THENCE S88°00'47"E 94.36 FEET TO THE WEST LINE OF THE EAST 30.00 FEET OF SAID
SECTION 9 AND THE WEST MARGIN OF 228TH AVENUE S.E.;
THENCE S01°27'13"W 209.34 FEET ALONG SAID WEST MARGIN TO SAID SOUTH LINE OF
SECTION 9;
THENCE CONTINUING ALONG SAID WEST MARGIN AND THE WEST LINE OF THE EAST 30.00
FEET OF SAID SECTION 16, S01°44'28"W 32.65 FEET;
THENCE N88°04'00"W 232.94 FEET;
THENCE N78°53'00"W 174.00 FEET;
THENCE N67°10'08"W 84.93 FEET TO THE TRUE POINT OF BEGINNING.

REVISED 5-16-86



EXHIBIT "B"
LEGAL DESCRIPTION OF L.B.1 LAND

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9
AND OF THE NORTHEAST QUARTER OF SECTION 16, ALL IN TOWNSHIP 24 NORTH, RANGE 6
EAST, W.M., IN KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE N88°08'02"W 542.49 FEET ALONG THE SOUTH LINE THEREOF TO THE TRUE POINT
OF BEGINNING;
THENCE N46°34'56"E 40.75 FEET TO THE SOUTHWESTERLY LINE OF LOT "D" OF KING
COUNTY LOT LINE ADJUSTMENT NO. 8602006, APPROVED BY RICH HUDSON, KING COUNTY
PLANNER, ON APRIL 21, 1986 AND RECORDED UNDER RECORDING NO. 8605120929 RECORDS
OF SAID COUNTY;
THENCE ALONG THE SOUTHWESTERLY AND SOUTHERLY LINES OF SAID LOT "D" THE
FOLLOWING THREE COURSES:

THENCE S67°10'08"E 94.93 FEET;
THENCE S78°53'06"E 174.00 FEET;
THENCE S88°04'00"E 232.84 FEET TO THE WEST LINE OF THE EAST 30.00 FEET OF SAID
SECTION 16 AND THE WESTERLY MARGIN OF 228TH AVENUE S.E.;
THENCE S01°44'28"W 1178.28 FEET ALONG SAID WESTERLY MARGIN TO AN ANGLE POINT
THEREIN AND THE NORTHEAST CORNER OF PARCEL DESCRIBED IN DEED RECORDED UNDER
RECORDING NO. 7104290331;
THENCE CONTINUING ALONG SAID WESTERLY MARGIN THE FOLLOWING THREE COURSES:

THENCE N88°15'32"W 12.00 FEET;
THENCE S01°44'29"W 373.56 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE
TO THE WEST HAVING A RADIUS OF 808.00 FEET, A RADIAL LINE THROUGH SAID
BEGINNING BEARS S88°15'25"E;
THENCE SOUTHERLY 163.50 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF
11°35'39" TO A RADIAL LINE OF SAID CURVE WHICH BEARS S76°39'46"E AND THE
BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF
190.25 FEET, A RADIAL LINE THROUGH SAID BEGINNING BEARS N00°44'32"E;
THENCE WESTERLY AND SOUTHWESTERLY 87.10 FEET ALONG SAID CURVE THROUGH A
CENTRAL ANGLE OF 26°13'52";
THENCE S64°30'40"W 90.86 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH

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HAVING A RADIUS OF 160.00 FEET;
THENCE SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY 217.04 FEET ALONG SAID CURVE
THROUGH A CENTRAL ANGLE OF $77^{\circ}43'17''$;
THENCE $N37^{\circ}46'03''W$ 541.55 FEET TO THE MOST EASTERLY CORNER OF LOT "F" OF SAID
LOT LINE ADJUSTMENT NO. 8502006;
THENCE $S52^{\circ}13'57''W$ 400.00 FEET ALONG THE SOUTHEASTERLY LINE OF SAID LOT "F" TO
THE MOST SOUTHERLY CORNER THEREOF;
THENCE $N37^{\circ}46'03''W$ 871.00 FEET ALONG THE SOUTHWESTERLY LINE THEREOF TO THE
MOST WESTERLY CORNER THEREOF;
THENCE $N52^{\circ}13'57''E$ 1114.30 FEET ALONG THE NORTHWESTERLY LINE OF SAID LOT "F"
AND THE NORTHEASTERLY PROLONGATION THEREOF TO THE BEGINNING OF A CURVE CONCAVE
TO THE SOUTHEAST HAVING A RADIUS OF 62.00 FEET;
THENCE NORTHEASTERLY 11.43 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF
 $10^{\circ}33'42''$ TO A RADIAL LINE OF SAID CURVE WHICH BEARS $N27^{\circ}12'21''W$;
THENCE NON-TANGENT TO THE PRECEDING CURVE $N46^{\circ}34'56''E$ 305.33 FEET TO THE TRUE
POINT OF BEGINNING;

TOGETHER WITH THE SOUTH 200 FEET OF THE NORTH 300 FEET OF THE EAST HALF OF THE
NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER OF
SECTION 9;

EXCEPT THE EAST 30 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD 228TH AVENUE
SOUTHEAST BY DEED RECORDED UNDER AUDITOR'S FILE NO. 4939948.

5-16-85



THENCE N88°28'45"E 34.70 FEET;
THENCE S61°30'25"E 370.57 FEET;
THENCE S46°34'56"W 355.53 FEET TO THE TRUE POINT OF BEGINNING;

ALSO EXCEPT THAT PORTION OF SAID SUBDIVISION, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 542.49 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N46°34'56"E 396.28 FEET;
THENCE S61°30'25"E 154.14 FEET;
THENCE S88°06'47"E 94.36 FEET TO THE WEST LINE OF THE EAST 30.00 FEET OF SAID SECTION 9 AND THE WEST MARGIN OF 228TH AVENUE S.E.;
THENCE S01°27'13"W 209.34 FEET ALONG SAID WEST MARGIN TO SAID SOUTH LINE OF SECTION 9;
THENCE N88°28'02"W 512.49 FEET ALONG SAID SOUTH LINE TO THE TRUE POINT OF BEGINNING;

TOGETHER WITH THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 16;
THENCE N88°28'02"W ALONG THE NORTH LINE OF SAID SECTION 16 A DISTANCE OF 542.49 FEET TO THE TRUE POINT OF BEGINNING;
THENCE S46°34'56"W 305.33 FEET TO A POINT ON A CURVE, THE CENTER OF SAID CURVE BEARS S27°12'21"E 62.00 FEET;
THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 19°33'42" AN ARC DISTANCE OF 11.43 FEET TO A POINT OF TANGENCY;
THENCE S52°13'57"W 1114.30 FEET;
THENCE S37°46'03"E 871.60 FEET;
THENCE N52°13'07"E 400.00 FEET;
THENCE S37°46'03"E 541.55 FEET TO A POINT OF CURVE;
THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 140.00 FEET THROUGH A CENTRAL ANGLE OF 77°43'17" AN ARC DISTANCE OF 217.04 FEET TO A POINT OF TANGENCY;
THENCE N64°30'40"E 90.86 FEET TO A POINT OF CURVE;
THENCE EASTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 190.25 FEET THROUGH A CENTRAL ANGLE OF 26°13'52" AN ARC DISTANCE OF 87.10 FEET TO A POINT ON A CURVE ON THE WESTERLY MARGIN OF 228TH AVENUE S.E. AS CONVEYED TO KING COUNTY BY DEED RECORDED UNDER RECEIVING NO. 7110210313 RECORDS OF SAID COUNTY; SAID POINT BEING A POINT ON A CURVE THE CENTER OF WHICH BEARS N76°39'59"W 802.00 FEET DISTANT;
THENCE SOUTHERLY, SOUTHWESTERLY AND WESTERLY ALONG SAID MARGIN AND THE NORTHERLY MARGIN OF S.E. 43RD WAY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 87°59'49" AN ARC DISTANCE OF 1240.96 FEET TO A POINT OF TANGENCY;
THENCE CONTINUING ALONG SAID MARGIN BY THE FOLLOWING COURSES AND DISTANCES:
N78°39'57"W 945.67 FEET TO A POINT OF CURVE;
THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1458.00 FEET THROUGH A CENTRAL ANGLE OF 39°51'27" AN ARC DISTANCE OF 759.78 FEET TO A POINT OF TANGENCY;
THENCE N48°48'30"W 61.08 FEET TO THE WEST LINE OF SAID SUBDIVISION;
THENCE N01°34'44"E ALONG SAID WEST LINE 1863.45 FEET TO THE NORTHWEST CORNER OF SAID SUBDIVISION;
THENCE S88°28'02"E 2110.53 FEET TO THE TRUE POINT OF BEGINNING;

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EXHIBIT "C"

LEGAL DESCRIPTION OF S.D.C. LAND

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON.

EXCEPT THE NORTH 400.00 FEET IN WIDTH OF THE EAST 690 FEET IN WIDTH;

ALSO EXCEPT THE EAST 30.00 FEET OF SAID SUBDIVISION;

ALSO EXCEPT THAT PORTION OF SAID SUBDIVISION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE EAST LINE THEREOF N01°27'13"E 927.57 FEET TO THE SOUTH LINE OF THE NORTH 400.00 FEET OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER;
THENCE ALONG SAID SOUTH LINE N88°27'26"W 30.00 FEET TO THE WESTERLY MARGIN OF 228TH AVENUE S.E. AND THE TRUE POINT OF BEGINNING;
THENCE ALONG SAID WESTERLY MARGIN S01°27'13"W 439.23 FEET;
THENCE N88°32'47"W 12.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 25.00 FEET, A RADIAL LINE THROUGH SAID BEGINNING BEARS S88°32'47"E;
THENCE SOUTHERLY AND SOUTHWESTERLY 17.02 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 39°00'56";
THENCE N88°27'26"W 282.42 FEET TO THE SOUTHERLY PROLONGATION OF THE WEST LINE OF LOT 4 OF KING COUNTY SHORT PLAT NO. 983051R, RECORDED UNDER KING COUNTY AUDITOR'S FILE NO. 8503069003;
THENCE N81°56'19"W 176.17 FEET TO AN ANGLE POINT IN THE SOUTH LINE OF LOT 2 OF SAID SHORT PLAT;
THENCE ALONG THE LINE COMMON TO LOTS 1 AND 2 OF SAID SHORT PLAT N59°58'51"W 309.77 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 60.00 FEET, A RADIAL LINE THROUGH SAID BEGINNING BEARS S18°10'14"E;
THENCE WESTERLY, NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY 144.69 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 138°10'14" TO A POINT OF TANGENCY ON THE NORTHWESTERLY LINE OF SAID LOT 2;
THENCE ALONG SAID NORTHWESTERLY LINE N30°00'00"E 230.02 FEET TO THE NORTHWEST CORNER OF SAID LOT 2;
THENCE ALONG THE NORTH LINE OF SAID LOT 2 AND SAID SOUTH LINE OF THE NORTH 400.00 FEET OF SAID SUBDIVISION S88°27'26"E 710.00 FEET TO THE TRUE POINT OF BEGINNING,

ALSO EXCEPT THAT PORTION OF SAID SUBDIVISION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 542.49 FEET;
THENCE N46°34'56"E 40.75 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N67°10'08"W 200.36 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 114.00 FEET, A RADIAL LINE THROUGH SAID BEGINNING BEARS S25°58'11"W;
THENCE NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY 179.07 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00";
THENCE NON-TANGENT TO THE PRECEDING CURVE N35°24'17"E 253.19 FEET;

TOGETHER WITH THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THAT PORTION
OF THE SOUTH HALF OF THE NORTHEAST QUARTER, ALL IN SECTION 16, TOWNSHIP 24
NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING SOUTHERLY OF THE
SOUTHERLY MARGIN OF S.E. 43RD WAY AS CONVEYED TO KING COUNTY BY DEED RECORDED
UNDER RECEIVING NO. 7110210313.

EXCEPT THE EAST 30 FEET THEREOF FOR 228TH AVENUE S.E.

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5-16-86



EXHIBIT "D"

LEGAL DESCRIPTION OF ACCESS EASEMENT AREA

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THAT PORTION OF THE WEST 12.00 FEET OF THE EAST 42.00 FEET OF SECTION 9, AND THAT PORTION OF THE WEST 12.00 FEET OF THE EAST 42.00 FEET OF SECTION 16, ALL IN TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING WITHIN LOT "D" OF KING COUNTY LOT LINE ADJUSTMENT NO. 8602006, APPROVED BY KING COUNTY PLANNER RICH HUDSON ON APRIL 21, 1986, AND RECORDED UNDER RECORDING NO. 8605120928, RECORDS OF SAID COUNTY, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9 AND THE NORTHEAST CORNER OF SAID SECTION 16;
THENCE N88°28'02"W 30.00 FEET ALONG THE LINE COMMON TO BOTH SAID SECTIONS TO THE WEST LINE OF THE EAST 30.00 FEET THEREOF, THE WEST MARGIN OF 228TH AVE. S.E., AND THE TRUE POINT OF BEGINNING;
THENCE S01°44'28"W 32.65 FEET ALONG SAID WEST MARGIN TO THE SOUTHEAST CORNER OF SAID LOT "D";
THENCE N88°04'00"W 12.00 FEET ALONG THE SOUTH LINE THEREOF TO THE WEST LINE OF SAID EAST 42.00 FEET OF SECTION 16;
THENCE N01°44'28"E 32.57 FEET TO SAID COMMON SECTION LINE;
THENCE N01°27'13"E 209.44 FEET ALONG THE WEST LINE OF SAID EAST 42.00 FEET OF SECTION 9 TO THE NORTH LINE OF SAID LOT "D";
THENCE S88°00'41"E 12.00 FEET ALONG SAID NORTH LINE TO SAID WEST MARGIN;
THENCE S01°27'13"W 209.34 FEET ALONG SAID WEST MARGIN TO THE TRUE POINT OF BEGINNING.

5-16-86

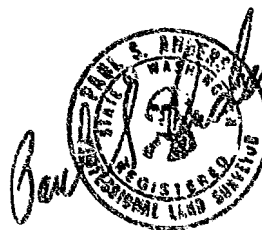


EXHIBIT "E"

LEGAL DESCRIPTION OF STORM DETENTION EASEMENT AREA

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, T.M., IN KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

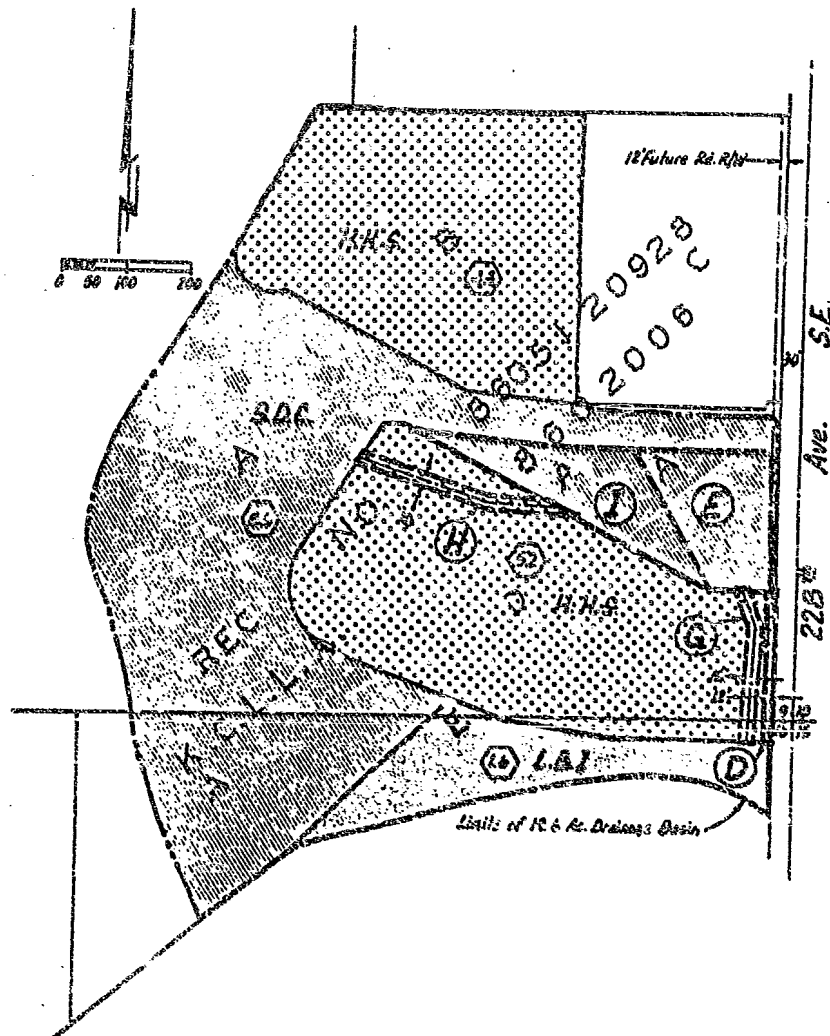
8703090373
COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE N88°28'02"W 542.49 FEET ALONG THE SOUTH LINE THEREOF;
THENCE N46°34'56"E 326.28 FEET;
THENCE S61°30'25"E 154.14 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N28°26'43"W 236.61 FEET;
THENCE S88°32'49"E 188.30 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 28.00 FEET;
THENCE EASTERLY AND SOUTHEASTERLY 12.40 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°22'38" TO THE WEST LINE OF THE EAST 42.00 FEET OF SAID SUBDIVISION;
THENCE NON-TANGENT TO THE PRECEDING CURVE S01°27'13"W 203.9 FEET ALONG SAID WEST LINE;
THENCE N88°00'47"W 82.36 FEET TO THE TRUE POINT OF BEGINNING.

5-16-86



Exhibit "F"
Map of Drainage Catchment Areas

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Legend

- Exhibit designation of surveyed legal description.
- ◐ Drainage basin sub-area (same) as to be indicated by shading.
- △ Lot designations per Reg. Co. Lot Line Adjustment No. 2008500, Rec. 44. 06-05124730.

EXHIBIT "G"

LEGAL DESCRIPTION OF L.B.I. DRAINAGE EASEMENT AREA

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 9 AND THE NORTHEAST QUARTER OF SECTION 16, ALL IN TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING WITHIN A STRIP OF LAND 15.00 FEET IN WIDTH, HAVING 7.50 FEET OF SUCH WIDTH ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 542.49 FEET;
THENCE N46°34'56"E 40.75 FEET TO THE SOUTHWESTERLY LINE OF LOT "D" OF KING COUNTY LOT LINE ADJUSTMENT NO. 8602006, APPROVED BY KING COUNTY PLANNER, RICH HUDSON ON APRIL 21, 1986 AND RECORDED UNDER RECORDING NO. 8605120928, RECORDS OF SAID COUNTY;

THENCE ALONG THE SOUTHWESTERLY, WESTERLY AND NORTHERLY LINES OF SAID LOT "D" THE FOLLOWING SIX COURSES:

THENCE N67°10'08"W 290.36 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 114.00 FEET, A RADIAL LINE THROUGH SAID BEGINNING BEARS S25°58'11"W;
THENCE NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY 179.07 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00";
THENCE NON-TANGENT TO THE PRECEDING CURVE N35°24'17"E 253.19 FEET;
THENCE N88°26'45"E 34.70 FEET;
THENCE S61°30'25"E 524.71 FEET;
THENCE S83°00'47"E 41.23 FEET ALONG SAID NORTHERLY LINE TO THE TRUE POINT OF BEGINNING;
THENCE S17°49'00"E 59.65 FEET ALONG SAID CENTERLINE TO AN ANGLE POINT THEREIN;
THENCE S03°50'00"W 186.00 FEET ALONG SAID CENTERLINE TO THE SOUTHERLY LINE OF SAID LOT "D" AND THE TERMINUS OF SAID CENTERLINE, FROM WHICH POINT SAID SOUTHEAST CORNER OF SECTION 9 BEARS N67°03'42"E 78.14 FEET DISTANT.

THE SIDELINES OF SAID STRIP SHALL BE SO SHORTENED OR LENGTHENED SO AS TO MEET AT ANGLE POINTS AND TERMINATE IN SAID NORTHERLY AND SOUTHERLY LINES OF LOT "D".

5-16-86



EXHIBIT "H"

LEGAL DESCRIPTION OF S.D.C. DRAINAGE EASEMENT AREA

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING WITHIN A STRIP OF LAND 15.00 FEET IN WIDTH HAVING 7.50 FEET OF SUCH WIDTH ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

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COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9; :
THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 542.09 FEET;
THENCE N46°34'56"E 40.75 FEET TO THE SOUTHWESTERLY LINE OF LOT "D" OF KING COUNTY LOT LINE ADJUSTMENT NO. 8602006, APPROVED BY KING COUNTY PLANNER, RICH HUDSON, ON APRIL 21, 1986 AND RECORDED UNDER RECORDING NO. 8605120928, RECORDS OF SAID COUNTY;
THENCE ALONG THE SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY LINES OF SAID LOT "D" THE FOLLOWING THREE COURSES:

THENCE N67°10'08"W 200.36 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 114.00 FEET, A RADIAL LINE THROUGH SAID BEGINNING BEARS S25°58'11"W;
THENCE NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY 179.07 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 93°00'30";
THENCE NON-TANGENT TO THE PRECEDING CURVE N35°24'17"E 195.19 FEET TO THE TRUE POINT OF BEGINNING;
THENCE LEAVING SAID NORTHWESTERLY LINE S63°21'00"E 205.00 FEET ALONG SAID CENTERLINE TO AN ANGLE POINT THEREIN;
THENCE S87°33'00"E 110.44 FEET ALONG SAID CENTERLINE TO THE NORTHERLY LINE OF SAID LOT "D" AND THE TERMINUS OF SAID CENTERLINE, FROM WHICH POINT SAID SOUTHEAST CORNER OF SECTION 9 BEARS S45°41'27"E 479.72 FEET DISTANT.

THE SIDELINES OF SAID STRIP SHALL BE SO SHORTENED OR LENGTHENED SO AS TO MEET AT ANGLE POINTS AND TERMINATE IN SAID NORTHWESTERLY AND NORTHERLY LINES OF LOT "D".

5-16-86



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EXHIBIT I

LEGAL DESCRIPTION OF H.H.S. LANDSCAPE,
ACCESS AND UTILITY EASEMENT AREA

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6
EAST, T.M., IN KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE N88°28'02"W 542.49 FEET ALONG THE SOUTH LINE THEREOF;
THENCE N63°34'56"E 396.28 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N61°30'25"W 370.57 FEET TO A POINT OF CUSP WITH A CURVE CONCAVE TO THE
NORTH HAVING A RADIUS OF 111.00 FEET AND TO WHICH POINT A RADIAL LINE BEARS
S28°29'35"W;
THENCE EASTERLY 56.90 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF
21°35'26";
THENCE S83°05'51"E 148.12 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE
NORTH HAVING A RADIUS OF 781.00 FEET;
THENCE EASTERLY 74.28 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF
05°26'58";
THENCE S88°32'49"E 189.80 FEET;
THENCE S46°34'56"W 191.42 FEET TO THE TRUE POINT OF BEGINNING.

5-16-86



RECEIVED
KING COUNTY
MAY 9 9 25 AM '87

RECEIVED, MAY 8, 1987