

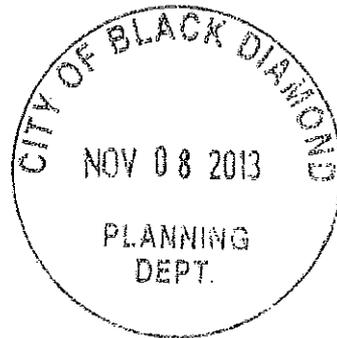
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Preliminary Plat Title Report and LLA Title Report

BDMC 17.12.010(E)

Preliminary Plat Title Report and LLA Title
Report

Preliminary Plat Title Report and Lot Line Adjustment Ti



UPDATED SUBDIVISION GUARANTEE

Prepared by:
Stewart Title Company
18000 International Blvd, Suite 401
SeaTac, WA 98188

Order Number: 01148-27205

Guarantee No.: G-6329-000003295

Effective Date: October 30, 2013 at 8:00AM

Premium: \$300.00
Sales Tax: \$33.25
Total: \$333.25

OWNERS: BD Village Partners LP, a Washington limited partnership

LEGAL DESCRIPTION:

That portion of Section 15, Township 21 North, Range 6 East, W.M. and that portion of the North half of the Northwest quarter of the Northeast quarter of Section 22, Township 21 North, Range 6 East, W.M., in King County, Washington, described as follows:

Commencing at the East quarter corner of said Section 15;
Thence along the East line of said Section 15, South 00° 21' 04" West, 99.63 feet to the true point of beginning;
Thence continuing along the East line South 00° 21' 04" West, 2004.50 feet to the North line of the Southeast quarter of the Southeast quarter of the Southeast quarter of said Section 15;
Thence along said North line, North 85° 44' 16" West, 654.63 feet to the West line of said Southeast quarter of the Southeast quarter of the Southeast quarter;
Thence along said West line, South 00° 22' 34" West 687.57 feet to the South line of said Section 15;
Thence along said South line, North 84° 32' 14" West, 656.02 feet to the East line of said North half of the Northwest quarter of the Northeast quarter;
Thence along said East line, South 00° 08' 57" East, 158.02 feet to a point on a curve, the center of which bears North 32° 54' 59" East, 225 feet;
Thence Northwesterly on said curve to the right, through a central angle of 16° 54' 31" , an arc distance of 66.40 feet;
Thence North 40° 10' 30" West, 61.33 feet to a point of curve;
Thence Northerly on said curve to the right, having a radius of 225.00 feet, through a central angle of 66° 21' 16", an arc distance of 260.57 feet;
Thence North 26° 10' 46" East, 42.52 feet to a point of curve;
Thence Northeasterly along said curve to the right, having a radius of 225.00 feet, through a central angle of 47° 17' 08", an arc distance of 185.69 feet;
Thence North 29° 20' 28" West, 65.13 feet;
Thence North 53° 41' 56" West, 62.05 feet to a point of curve;
Thence Northwesterly on said curve to the right, having a radius of 110.00 feet, through a central angle of 42° 39' 54", an arc distance of 81.19 feet;
Thence North 11° 02' 02" West, 38.51 feet;
Thence North 35° 03' 10" West, 59.58 feet;
Thence North 67° 27' 28" West, 19.79 feet;
Thence South 70° 26' 44" West, 85.31 feet to a point of curve;
Thence Westerly on said curve to the right, having a radius of 110.00 feet, through a central angle of 37° 05' 07", an arc distance of 71.20 feet;
Thence North 74° 19' 01" West, 22.28 feet;
Thence North 74° 11' 22" West, 57.93 feet;
Thence North 80° 47' 01" West, 80.49 feet to a point of curve;
Thence Northwesterly on said curve to the right, having a radius of 110.00 feet, through a central angle of 35° 05' 49", an

Thence North 01° 18' 33" West, 53.16 feet to a point of curve;
Thence Northerly on said curve to the right, having a radius of 110.00 feet, through a central angle of 26° 03' 53", an arc distance of 50.04 feet;
Thence North 24° 45' 20" East, 92.75 feet;
Thence North 06° 38' 09" East, 68.46 feet;
Thence North 19° 22' 50" West, 120.75 feet;
Thence North 20° 10' 32" West, 151.84 feet to a point of curve;
Thence Northerly on said curve to the right, having a radius of 110.00 feet, through a central angle of 10° 47' 26", an arc distance of 20.72 feet;
Thence North 9° 23' 06" West, 68.99 feet;
Thence North 28° 51' 35" West, 55.14 feet;
Thence North 34° 10' 38" West, 129.42 feet to a point of curve;
Thence Northwesterly on said curve to the right having a radius of 110.00 feet, through a central angle of 32° 00' 51", an arc distance of 61.46 feet;
Thence North 02° 09' 47" West, 77.41 feet;
Thence North 14° 59' 14" West, 89.58 feet;
Thence North 43° 05' 08" West, 87.20 feet to a point of curve;
Thence Northwesterly on said curve to the right, having a radius of 110.00 feet, through a central angle of 48° 12' 26", an arc distance of 92.55 feet;
Thence North 05° 07' 18" East, 43.05 feet;
Thence North 56° 57' 37" West, 44.02 feet to a point of curve;
Thence Northwesterly on said curve to the right, having a radius of 110.00 feet, through a central angle of 36° 27' 24", an arc distance of 69.99 feet;
Thence North 20° 30' 13" West, 41.98 feet;
Thence North 33° 25' 37" West, 93.73 feet;
Thence North 56° 28' 45" West 81.25 feet to a point of curve;
Thence Northwesterly on said curve to the right, having a radius of 110.00 feet, through a central angle of 04° 54' 48", an arc distance of 9.43 feet;
Thence North 51° 33' 57" West, 85.61 feet;
Thence North 67° 53' 25" West, 92.81 feet to a point of curve;
Thence Westerly on said curve to the right, having a radius of 110.00 feet, through a central angle of 07° 50' 33", an arc distance of 15.06 feet;
Thence North 60° 02' 52" West, 146.62 feet to a point of curve;
Thence Northwesterly on said curve to the right, having a radius of 110.00 feet, through a central angle of 80° 55' 28", an arc distance of 155.36 feet to the West line of Lot 11, City of Black Diamond Lot Line Adjustment No. PLN 12-0013 recorded under Recording Number 20120906900006, records of King County, Washington;
Thence Northerly and Easterly along the boundary of said Lot 11 the following described courses:
Thence North 20° 52' 36" East, 67.43 feet;
Thence North 27° 56' 40" East, 100.29 feet;
Thence North 09° 34' 03" East, 54.00 feet to a point on a curve, the center of which bears North 09° 34' 03" East 173.00 feet;
Thence Westerly on said curve to the right, through a central angle of 26° 57' 08", an arc distance of 81.38 feet;
Thence North 53° 28' 49" West, 120.09 feet to a point on a curve, the center of which bears North 54° 42' 40" West, 1257.00 feet;
Thence Northeasterly on said curve to the left, through a central angle of 14° 24' 00", an arc distance of 315.92 feet;
Thence South 67° 52' 49" East, 80.24 feet to a point of curve;
Thence Easterly on said curve to the left, having a radius of 473.00 feet, through a central angle of 21° 30' 00", an arc distance of 177.49 feet;
Thence South 89° 22' 49" East 70.08 feet to the West line of the East 80 feet of the West half of said Section 15;
Thence along said West line, South 00° 27' 27" West, 20.10 feet;
Thence leaving said West line, South 89° 25' 33" East, 40.75 feet;
Thence South 00° 34' 27" West, 80.00 feet;
Thence South 89° 25' 33" East, 240.55 feet to a point of curve;
Thence Easterly on said curve to the right, having a radius of 502.00 feet, through a central angle of 24° 39' 23", an arc distance of 216.03 feet;
Thence North 25° 13' 50" East, 95.07 feet;
Thence South 87° 41' 55" East, 195.51 feet;

5. Liability for sewer treatment capacity charges that may be assessed but not disclosed in the public records. Please contact the King County Capacity Charge Department for further information at 206-296-1450.
6. Pending Action in King County:
Superior Court Cause No.: 10-235957-5
Being an Action For: land use petition
Plaintiff: Toward Responsible Development, et al
Defendant: BD Village Partners, et al
Attorney For Plaintiff: Brickin & Newman

NOTE: TO OBTAIN CONTACT INFORMATION FOR THE ATTORNEY SHOWN PLEASE ACCESS THE WEB SITE FOR THE WASHINGTON STATE BAR ASSOCIATION AT <http://pro.wsba.org/>.

7. Pending Action in King County:
Superior Court Cause No.: 11-2-44800-2
Being an Action For: land use petition
Plaintiff: Toward Responsible Development, et al
Defendant: BD Village Partners, et al

NOTE: TO OBTAIN CONTACT INFORMATION FOR THE ATTORNEY SHOWN PLEASE ACCESS THE WEB SITE FOR THE WASHINGTON STATE BAR ASSOCIATION AT <http://pro.wsba.org/>.

8. A survey of the herein described property was recorded under King County Recording No. 8212309006.
9. Exceptions and Reservations contained in deed from Weyerhaeuser Company, whereby the Grantor excepts and reserves all oil, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working the same and providing that such rights shall not be exercised until provision has been made for full payment of all damages sustained by reason of such entry, recorded under Recording No. 8501040307.

NOTE: No examination has been made to determine the present record owner of the above minerals, or mineral lands and appurtenant rights thereto, or to determine matters which may affect the lands or rights so reserved.

10. An easement affecting the land and for the purposes stated herein, and incidental purposes:
For: access and utilities
Recorded: September 25, 1986
Recording No.: 8609250371
Affects: 60 foot strips

11. Agreement for Mutual Granting of Easements and the terms and conditions thereof:

By and Between: Palmer Coking Coal Co. and John Walker and Helen P.
Walker, husband and wife
Recorded: December 14, 1987
Recording No.: 8712140407
Affects: Parcels C and D

12. Exceptions and Reservations contained in deed from PCTC, Inc., whereby the Grantor excepts and reserves all oil, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working the same and providing that such rights shall not be exercised until provision has been made for full payment of all damages sustained by reason of such entry, recorded under Recording No. 8907070390.

NOTE: No examination has been made to determine the present record owner of the above minerals, or mineral lands and appurtenant rights thereto, or to determine matters which may affect the lands or rights so reserved.

Modification and the terms and conditions thereof:
Recorded: January 15, 1993
Recording No.: 9301152402

23. The Lawson Hills Master Planned Development Agreement and the terms and conditions thereof:

By and Between: City of Black Diamond, Washington and BD Lawson Partners, L.P.
Recorded: January 30, 2012
Recording No.: 20120130000640

Amendment and/or modification by instrument:
Recorded: September 6, 2012
Recording No.: 20120906000761

24. The Village Masters Planned Development Agreement and the terms and conditions thereof:

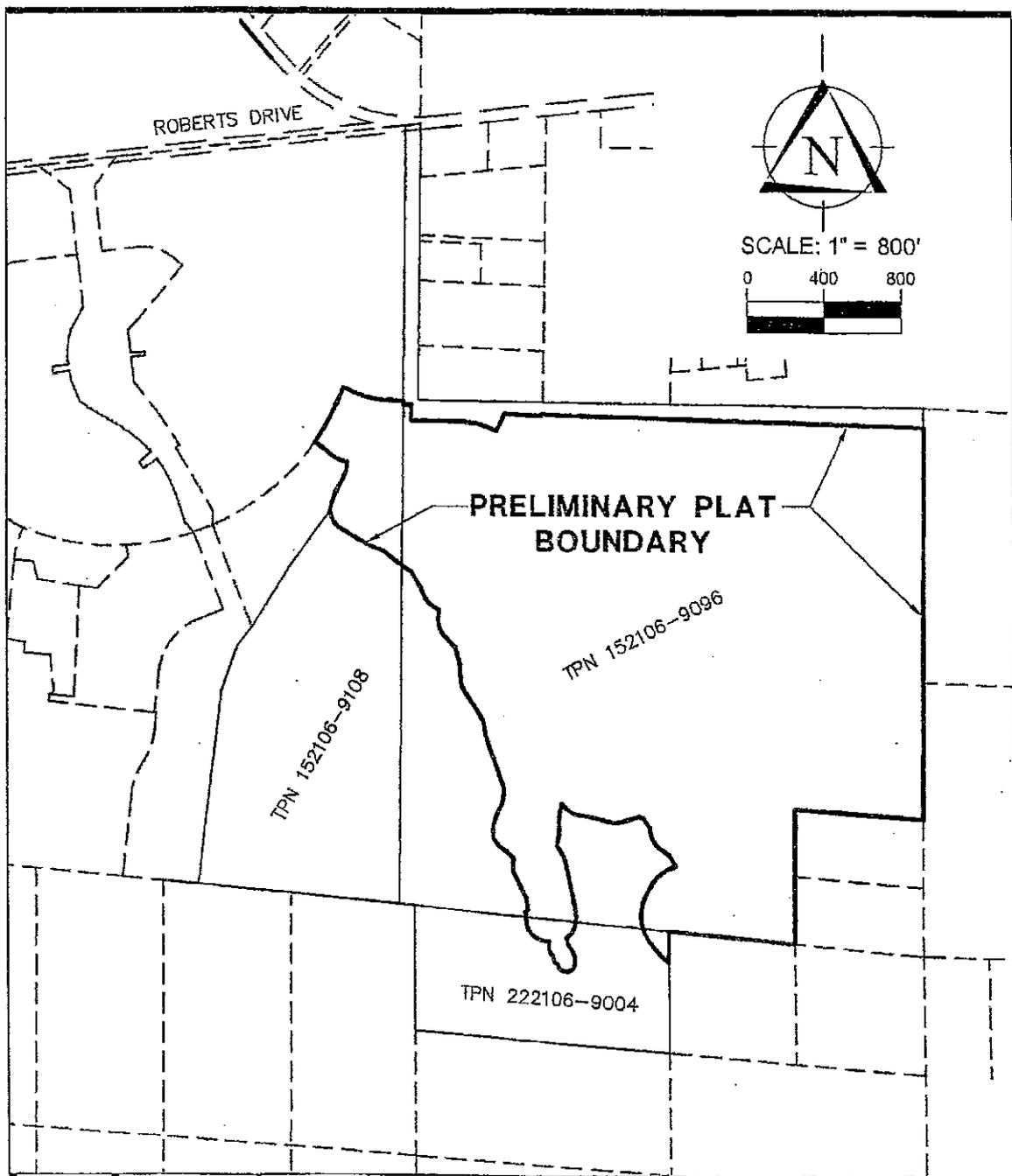
By and Between: City of Black Diamond, Washington and BD Village Partners, L.P.
Recorded: January 30, 2012
Recording No.: 20120130000655

Amendments and/or modifications by instruments:
Recorded: September 6, 2012
Recording No.: 20120906000762 and 20120906000763

25. Terms and conditions of Boundary Line Adjustment:

Recorded: September 3, 2012
Recording No.: 20120906900006
Affects: Parcel A

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**PHASE 2 - PLAT C
PRELIMINARY PLAT BOUNDARY**

THE VILLAGES MPD

CITY OF BLACK DIAMOND, WASHINGTON



12112 115th Ave. NE
Kirkland, WA 98034-6929
425.821.8448
www.triadassoc.com
Equal Opportunity and Affirmative Action

MANAGER: ALAN D. FURE
DESIGNED:
CAD: ARJ
CHECKED: MSH
DATE: 10-30-15
SCALE: DRAWN: 1"=800'
VERT:
JOB NUMBER: 10-001
SHEET NUMBER: 1 OF 1

SUBDIVISION GUARANTEE

Guarantee No.: G-6329-000003293

Fee: \$300.00

Order No.: 01148-27204

Dated: October 30, 2013

Issued by

STEWART TITLE GUARANTY COMPANY

Stewart Title Guaranty Company (the "Company"), guarantees the County of King and any City within which said subdivision is located in a sum not exceeding \$1,000.00 that, according to those public records which, under the recording laws, impart constructive notice of matters affecting the title to the land included within the exterior boundary shown on the map of the subdivision, the only parties having any record title interest in said land whose signatures are necessary, on the certificates consenting to the recordation of said map and offering for dedication any streets, roads, avenues and other easements offered for dedication by said map as referred to in the guarantee.

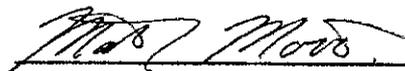
Signed under seal for the Company, but this Guarantee is to be valid only when it bears an authorized countersignature.

Countersigned by:



Authorized Countersignature

stewart
title guaranty company



Matt Morris
President and CEO

Stewart Title Company
18000 International Blvd, Suite 401
SeaTac, WA 98188
Agent ID: 470047



Denise Carraux
Secretary

Guarantee
Serial No.

G-6329-000003293

In writing this company please address it at P.O. Box 2029, Houston, Texas 77252, and refer to the printed Serial Number.



1. General taxes: First half delinquent May 1; Second half delinquent November 1:
Year: 2013
Amount Billed: \$7,477.16
Amount Paid: \$7,477.16
Amount Due: \$-0-, plus interest and penalty if delinquent
Tax Account No.: 152106-9108-04
Levy Code: 0905
Land: \$531,000.00
Improvements: \$-0-
Affects: Parcel A

Note: King County Treasurer, 500 4th Avenue, 6th Floor Admin. Bldg., Seattle, WA 98104 (206) 296-7300
Web Address: <http://webapp.metrokc.gov/kctaxinfo/>.

2. General taxes: First half delinquent May 1; Second half delinquent November 1:
Year: 2013
Amount Billed: \$13,567.12
Amount Paid: \$13,567.12
Amount Due: \$-0-, plus interest and penalty if delinquent
Tax Account No.: 152106-9096-08
Levy Code: 0905
Land: \$963,000.00
Improvements: \$-0-
Affects: Parcel B

3. The lands described herein have been classified as forest land and are subject to the provisions of RCW 84.34 which include the requirement of a continuation of restricted use in order to continue the present assessment rate. A change in use can cause an increased assessment rate for present and past years.
(Affects Parcel B)

Any sale or transfer of all or a portion of said property requires execution of a notice of continuance form by the new owner **prior to closing** with submission to the County Assessor at least 2 weeks prior to recording for approval of continuance or removal.

NOTE: If the proposed transaction involves a sale of the property so classified or designated, there will be additional requirements regarding the Real Estate Tax Affidavit. **Please contact King County Assessor or the Company for additional information.**

4. General taxes: First half delinquent May 1; Second half delinquent November 1:
Year: 2013
Amount Billed: \$5,550.28
Amount Paid: \$5,550.28
Amount Due: \$-0-, plus interest and penalty if delinquent
Tax Account No.: 222106-9004-00
Levy Code: 0905
Land: \$385,000.00
Improvements: \$-0-
Affects: Parcel C

5. General taxes: First half delinquent May 1; Second half delinquent November 1:
Year: 2013
Amount Billed: \$5,421.71
Amount Paid: \$5,421.71
Amount Due: \$-0-, plus interest and penalty if delinquent
Tax Account No.: 222106-9053-00
Levy Code: 0905
Land: \$385,000.00

14. Exceptions and Reservations contained in deed from PCTC, Inc., whereby the Grantor excepts and reserves all oil, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working the same and providing that such rights shall not be exercised until provision has been made for full payment of all damages sustained by reason of such entry, recorded under Recording No. 8907070390.
(Affects Parcels A and B)

NOTE: No examination has been made to determine the present record owner of the above minerals, or mineral lands and appurtenant rights thereto, or to determine matters which may affect the lands or rights so reserved.

Modification and the terms and conditions thereof:

Recorded: January 15, 1993
Recording No.: 9301152402

15. Memorandum of Plum Creek Land Company in city water supply and facilities funding agreement and the terms and conditions thereof:

Recorded: March 21, 2005
Recording No.: 20050321000922
Affects: Parcels A and B

16. A Conservation easement affecting the land and for the purposes stated herein, and incidental purposes:

Grantor: Plum Creek Land Company
Grantee: City of Black Diamond
Recorded: March 23, 2006
Recording No.: 20060323001818
Affects: Parcel A

17. A Conservation easement affecting the land and for the purposes stated herein, and incidental purposes:

Grantor: Plum Creek Land Company
Grantee: City of Black Diamond
Recorded: March 23, 2006
Recording No.: 20060323001819
Affects: Parcels A and B

18. Matters including possible encroachments disclosed by instrument recorded under recording number 20060922001106.

19. Any prohibition or limitation on the use, occupancy, or improvements of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water.

20. Conservation easement and the terms and conditions thereof:

Grantee: The City of Black Diamond
Recorded: January 6, 2010
Recording No.: 20100106000723

21. Mitigation agreement and the terms and conditions thereof:

By and Between: BD Village Partners, LP and BD Lawson Partners, LP
Recorded: April 22, 2011
Recording No.: 20110422000249

22. Terms and conditions of Boundary Line Adjustment:

Recorded: April 26, 2011
Recording No.: 20110426900005
Affects: Parcels A and B

SUBDIVISION GUARANTEE

Order Number: 01148-27204

Guarantee No.: G-6329-000003293

This Guarantee and the legal description given herein are based upon information supplied by the applicant as to the location and identification of the premises in question, and no liability is assumed for any discrepancies resulting therefrom. This report does not represent either a commitment to insure title, an examination of or opinion as to the sufficiency or effect of the matters shown, or opinion as to the marketability of title to the land.