

TO: Josh Lysen, Vice President Merit Homes
JOB SITE: Avalon East & West - 10633 128th Ave NE, Kirkland, WA 98033
SUBJECT: Tree Inventory & Assessment
DATE: March 3, 2014; Revised October 22, 2014
PREPARED BY: Sean Dugan,
Registered Consulting Arborist #457
ISA Certified Board Certified Master Arborist PN-5459B
ISA Qualified Tree Risk Assessor

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Summary

I identified eighteen (18) significant size trees existing on the job site. Eight (8) of the trees are not viable due to poor health and/or non-viable structure. The total square footage of the two areas is 27,301 square feet. The Kirkland Zoning Code (95.33) requires a minimum tree density of 18.9 tree credits. I calculated the tree density credits for the remaining ten (10) trees to be 51 credits. Site development plans will need to be created to determine which trees can be preserved.

Two (2) trees on adjacent properties to the southwest and northeast have canopies that overhang the job site. These trees are unlikely to be negatively impacted due to being located far from the job site.

Assignment & Scope of Report

This report outlines the site inspection by Sean Dugan, of Tree Solutions Inc., on February 18, 2014. I was asked to conduct a site visit to inventory all significant trees with descriptions of species, diameter size, health and structural condition, limits of disturbance, drip line radius, proposed action, tree credit values and notes for each tree. I was asked to develop a formal arborist report addressing city of Kirkland requirements for tree preservation.

Included in the report are observations from the site located at 10633 128th Ave NE, discussion, and recommendations. Josh Lysen, Vice President of Merit Homes, requested these services to acquire information for project planning in accordance with requirements set by the city of Kirkland.

Limits of Assignment

Unless stated otherwise: 1) information contained in this report covers only those trees that were examined and reflects the condition of those trees at the time of inspection; and 2) the inspection is limited to visual examination of the subject trees without dissection, excavation, probing, climbing, or coring unless explicitly specified. There is no warranty or guarantee, expressed or implied, that problems or deficiencies of the subject trees may not arise in the future.

I did not have permission to access the adjacent properties. Additional Assumptions and Limiting Conditions can be found in Appendix A.

Methods

I was provided with a site survey showing tree locations, which can be found in Appendix B. Numbers on the site survey correspond to those in the attached Table of Trees. Trees on adjacent properties with overhanging canopies are labeled on the survey using letters A and B. Measurements provided for these two trees are estimates as I did not have permission to access those sites.

I measured the diameter of each tree at standard height (DSH), typically 54-inches above grade. For multi-stemmed trees I calculated the equivalent single-stem equivalent diameter using the Guide to Trunk Area outlined in the Guide for Plant Appraisal (9th Edition).

I evaluated tree health and structure utilizing visual tree assessment (VTA) methods. The basis behind VTA is the identification of symptoms, which the tree produces in reaction to a weak spot or area of mechanical stress. Trees react to mechanical and physiological stresses by growing more vigorously to re-enforce weak areas, while depriving less stressed parts. (Mattheck & Breloer 1994) Understanding uniform stress allows me to make informed judgments about the condition of a tree.

Observations & Discussion

The Site

The site is comprised of two areas running east and west. The total square footage of both lots is 27,301 square feet. The lots are located in a residential neighborhood in the city of Kirkland. There are no environmentally critical areas or sensitive areas listed for the property.

The west lot is undeveloped and measured to be 14,104 square feet in size. The topography of the site is generally flat. The lot contains two of the nineteen significant trees inventoried.

The east lot is developed with an existing single family structure. The total area of this lot measures 13,197 square feet in size. The topography of this site is generally flat. There are seventeen significant-sized trees.

The adjacent site trees are located to the northeast and the southwest. Only a small portion of the canopies overhang the job site. The trees stand sufficiently away from the job site and the potential for them to be negatively impacted by proposed site development is very low.

The Trees

Eighteen (18) significant-sized trees stand on site. Tree species include Douglas-fir (*Pseudotsuga menziesii*), Japanese maple (*Acer palmatum*), Vine maple (*Acer circinatum*), Flowering dogwood (*Cornus florida*), Black pine (*Pinus nigra*), Western red cedar (*Thuja plicata*), and Western hemlock (*Tsuga heterophylla*) trees. Information specific to each tree can be found in the attached Table of Trees.

Ten of the trees I assessed are potentially viable and retention will be based on the site development plans.

The east and southeast portion of this site has a stand of Douglas-fir trees that are located in the front property of the existing dwelling. Due to the location, the City considers these to be high retention value trees. Unfortunately, it is my opinion that these are poor candidates for retention.

All of these trees have been topped in the past and the reiterative leads are approximately 40 to 60 feet tall. Several of the leads are poorly structured and are showing symptoms that indicate decay possibly exists at the point of the topping. (See Figure 1)



Figure 1. View looking southwest at trees 5, 6 and 7; white arrows point to the past topping cuts.

Each of the Douglas-fir trees in the stand currently present a moderate level of risk to the surrounding targets due to the potential for failure of the new leads. The likelihood of these failing will increase over time and so will the risk potential. Long-term management will be required to prevent a failure from contacting the future structure. Options for management are limited.

If any of the trees are removed I believe that it will have a negative impact on the adjacent trees. During my assessment, I was able to evaluate how the trees react in moderate wind gusts. Each tree relies on the adjacent trees for support during the bending moment of the leads. If a tree is removed, the support will go with it and there will be a greater likelihood of the remaining trees to fail.

Tree Density Credits

The Kirkland Zoning Code (95.33) requires tree density to satisfy 30 tree credits per acre. The property is 27,301 sq. ft., or 0.63 acres. Therefore, a tree density worth 18.9 tree credits ($0.63 \times 30 = 18.9$) is required in order to meet the minimum requirement. Using viable trees, I calculated **51** tree credits are available on the site.

Adjacent Site Trees

Trees A and B are unlikely to be negatively impacted by site development.

Recommendations

- Create a site development plan that shows the location of all improvements, which can then be used to determine which trees can be retained.
- Plans should indicate basic tree protection measures for preserved trees on site and to assure minimal damage to the root systems of adjacent site trees.
- If 18.9 tree credits cannot be retained a supplemental tree planting plan will be required.
- Obtain all necessary permits and approval from the City prior to commencement of site work.

Glossary

Basal (root) flare: the rapid increase of diameter that occurs at the junction of the trunk and root crown, associated with stem and root tissues. (Dunster 1996)

DBH or DSH: diameter at breast or standard height; the diameter of the trunk measured 54 inches (4.5 feet) above grade (Matheny *et al.* 1998)

drip line: perimeter of the area under a tree delineated by the crown (Lilly 2001)

ISA: International Society of Arboriculture

References

ANSI A300 (Part 1) – 2008 American National Standards Institute. American National Standard for Tree Care Operations: Tree, Shrub, and Other Woody Plant Maintenance: Standard Practices (Pruning). New York: Tree Care Industry Association, 2008.

Dunster, Julian & Katherine. Dictionary of Natural Resource Management. Vancouver: UBC Press, 1996

ISA Pacific Northwest Chapter. Tree Risk Assessment in Urban Areas and The Urban/Rural Interface (Course Manual). British Columbia, Canada, 2009

Lilly, Sharon. Arborists' Certification Study Guide. Champaign, IL: The International Society of Arboriculture, 2001.

Matheny, Nelda and James R. Clark. Trees and Development: A Technical Guide to Preservation of Trees During Land Development. Champaign, IL: International Society of Arboriculture, 1998.

Mattheck, Claus and Helge Breloer, The Body Language of Trees.: A Handbook for Failure Analysis. London: HMSO, 1994

Appendix A – Assumptions & Limiting Conditions

1. Consultant assumes that any legal description provided to Consultant is correct and that title to property is good and marketable. Consultant assumes no responsibility for legal matters. Consultant assumes all property appraised or evaluated is free and clear, and is under responsible ownership and competent management.
2. Consultant assumes that the property and its use do not violate applicable codes, ordinances, statutes or regulations.
3. Although Consultant has taken care to obtain all information from reliable sources and to verify the data insofar as possible, Consultant does not guarantee and is not responsible for the accuracy of information provided by others.
4. Client may not require Consultant to testify or attend court by reason of any report unless mutually satisfactory contractual arrangements are made, including payment of an additional fee for such Services as described in the Consulting Arborist Agreement.
5. Unless otherwise required by law, possession of this report does not imply right of publication or use for any purpose by any person other than the person to whom it is addressed, without the prior express written consent of the Consultant.
6. Unless otherwise required by law, no part of this report shall be conveyed by any person, including the Client, the public through advertising, public relations, news, sales or other media without the Consultant's prior express written consent.
7. This report and any values expressed herein represent the opinion of the Consultant, and the Consultant's fee is in no way contingent upon the reporting of a specific value, a stipulated result, the occurrence of a subsequent event or upon any finding to be reported.
8. Sketches, drawings and photographs in this report, being intended as visual aids, are not necessarily to scale and should not be construed as engineering or architectural reports or surveys. The reproduction of any information generated by architects, engineers or other consultants and any sketches, drawings or photographs is for the express purpose of coordination and ease of reference only. Inclusion of such information on any drawings or other documents does not constitute a representation by Consultant as to the sufficiency or accuracy of the information.
9. Unless otherwise agreed, (1) information contained in this report covers only the items examined and reflects the condition of the those items at the time of inspection; and (2) the inspection is limited to visual examination of accessible items without dissection, excavation, probing, climbing, or coring. Consultant makes no warranty or guarantee, express or implied, that the problems or deficiencies of the plans or property in question may not arise in the future.
10. Loss or alteration of any part of this Agreement invalidates the entire report.



Table of Trees
10633 128th Ave NE, Kirkland, WA 98033

Date of Inventory- 02.18.2014
 Table Prepared- 02.20.2014
 Table Revised- 10.22.2014

Tree #	Common/ Scientific Name	DSH (inches)	Mult DSH (inches)	Health Condition	Structural Condition	Limits of Disturbance	Viability	Risk	Proposed Action	Tree Credits	Notes
1	Vine maple/ <i>Acer circinatum</i>	9*	2, 4, 2, 4, 2.5, 2.5, 3, 1.5, 3, 3	Fair	Poor	Drip Line	No	Low	Remove - Structure	0	cluster, wide spread, no central lead, multiple dead leads
2	Douglas-fir/ <i>Pseudotsuga menziesii</i>	22.9		Good**	Fair-	Drip Line	No	Moderate/ High	Remove - Structure	0	topped at approx. 20 feet, 2 new central leads 40 feet tall- one subordinated with girdling branch
3	Douglas-fir/ <i>Pseudotsuga menziesii</i>	21.9		Good**	Fair	Drip Line	No	Moderate/ High	Remove - Structure	0	topped- new lead approximately 50 feet tall
4	Douglas-fir/ <i>Pseudotsuga menziesii</i>	26.9		Good**	Poor	Drip Line	No	Moderate/ High	Remove - Structure	0	topped, 2 new leads on 50 feet tall north & south side- south side looks to be damaged on compression side, bark pop at shear plain on north lead
5	Douglas-fir/ <i>Pseudotsuga menziesii</i>	22.5		Good**	Fair-	Drip Line	No	Moderate/ High	Remove - Structure	0	topped, 3 leads- 1 dead, tallest 50 feet tall, decayed stump, slight resin stream, stub cut, kink on top main lead
6	Douglas-fir/ <i>Pseudotsuga menziesii</i>	17		Good**	Poor	Drip Line	No	Moderate/ High	Remove - Structure	0	topped, new 40 foot lead- major stress riser
7	Douglas-fir/ <i>Pseudotsuga menziesii</i>	22.3		Good**	Fair	Drip Line	No	Moderate/ High	Remove - Structure	0	topped, growth 60 feet tall, ridge between new leads, U-shaped
8	Douglas-fir/ <i>Pseudotsuga menziesii</i>	17.2		Good**	Fair-	Drip Line	No	Moderate/ High	Remove - Structure	0	topped, 2 new leads 50 feet tall, fiber buckling on compression side of main new lead
10	Western hemlock/ <i>Tsuga heterophylla</i>	20		Good	Fair	Drip Line	Yes	Low		6	multiple tops-narrow angle of attachment
11	Flowering dogwood/ <i>Cornus florida</i>	8.5		Fair	Fair	Drip Line	Yes	Low		1	canopy over whelmed by adjacent conifers, anthracnose



Table of Trees
10633 128th Ave NE, Kirkland, WA 98033

Date of Inventory- 02.18.2014
 Table Prepared- 02.20.2014
 Table Revised- 10.22.2014

12	Western red cedar/ <i>Thuja plicata</i>	28		Good	Good	Drip Line	Yes	Low		10	
13	Douglas-fir/ <i>Pseudotsuga menziesii</i>	29.5		Good	Good	Drip Line	Yes	Low	Retain & Protect	10	hangers- crown cleaning needed if retained
14	Japanese maple/ <i>Acer palmatum</i>	6.4*	5.5, 1, 1, 1, 2, 2	Fair	Fair	Drip Line	Yes	Low		1	multiple tops- narrow angle of attachment with included bark
15	Japanese maple/ <i>Acer palmatum</i>	6.9		Good	Good	Drip Line	Yes	Low	Remove - driveway & utilities	1	odd shrub form tree/bush, coral fungus, multiple pruning/ sheering events
16	Douglas-fir/ <i>Pseudotsuga menziesii</i>	32.5		Good	Good	Drip Line	Yes	Low	Remove - driveway & utilities	12	drive 2 west
17	Flowering dogwood/ <i>Cornus florida</i>	7.2		Good	Good	Drip Line	Yes	Low		1	slow grow
18	Black pine/ <i>Pinus nigra</i>	7.3		Fair	Fair	Drip Line	Yes	Low	Remove - driveway & utilities	1	sheared to small tree, topped in past
19	Western hemlock/ <i>Tsuga heterophylla</i>	24.6		Fair	Fair	Drip Line	Yes	Moderate	Remove - utilities	8	unusual basal structure on west lower trunk- restricting growth, internal foliage sparse, significant debris in root zone
Total Tree Credits										51	
Adjacent Site Trees											
A	Western red cedar/ <i>Thuja plicata</i>	~10		Good	Good	Drip Line					canopy overhangs site by ten feet
B	Douglas-fir/ <i>Pseudotsuga menziesii</i>	~12+		Good	Good	Drip Line					canopy overhangs site by four feet

Additional Notes:

*Single stem equivalent DSH calculated using Guide to Trunk Area; **Internal decay likely

SUBDIVISION

Exhibit J--Title Reports for East and West
Appeal of two short plats:
Avalon East : SUB14-01032
Avalon West: SUB14-01033

Issued By:

Avalon East Title Report

0007405-ETU



CHICAGO TITLE INSURANCE COMPANY

CHICAGO TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

Merit Homes, Inc.

herein called the Assured, against actual loss not exceeding the liability amount stated in Schedule A 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 in Schedule A.

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Chicago Title Company of Washington
10500 NE 8th St., Suite 600
Bellevue, WA 98004

Chicago Title Insurance Company

By:

President

Countersigned By:

Authorized Officer or Agent



Attest:

Secretary

CHICAGO TITLE INSURANCE COMPANY**GUARANTEE/CERTIFICATE NO. 0007405-ETU****ISSUING OFFICE:**

Title Officer: Eastside Title Unit
 Chicago Title Company of Washington
 10500 NE 8th St., Suite 600
 Bellevue, WA 98004
 Main Phone: (425)646-9883
 Email: CTIBellevueETU@ctt.com

SCHEDULE A

Liability	Premium	Tax
\$1,000.00	\$350.00	\$33.25

Effective Date: January 22, 2014 at 08:00AM

The assurances referred to on the face page are:

That, according to those public records which, under the recording laws, impart constructive notice of matter relative to the following described property:

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

Title to said real property is vested in:

The heirs and devisees of Marilyn R. Hall, deceased

subject to the matters shown below under Exceptions, which Exceptions are not necessarily shown in the order of their priority.

END OF SCHEDULE A

EXHIBIT "A"
Legal Description

Lot 17, Block 4, H.C. Pettit's Alder Grove, an Addition to Kirkland, according to the plat thereof, recorded in Volume 21 of Plats, Page 83, records of King County, Washington;
Except the East 150 feet;
Except the North 5 feet thereof;
And Except the South 31.66 feet thereof.

SCHEDULE B

GENERAL EXCEPTIONS

H. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.

SPECIAL EXCEPTIONS

1. Rights of the public to make necessary slopes for cuts or fills upon the Land in the reasonable original grading of streets, avenues, alleys and roads, as disclosed in the Plat.

2. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2014
 Tax Account No.: 674370-0371
 Levy Code: 1700
 Assessed Value-Land: \$203,000.00
 Assessed Value-Improvements: \$0.00
 General and Special Taxes: Billed: \$2,431.60
 Paid: \$0.00
 Unpaid: \$2,431.60

3. Pending probate proceedings in the estate of

Name of decedent: Marilyn R. Hall
 Date of death: June 1, 2012
 County: King
 Court: Superior
 Case No.: 12-4-03566-8
 Personal Representative(s): Sandra Jo Gapsin
 Attorney for the Estate: Mary Ellen Kooistra

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

4. Lien of succession taxes, if any, in the estate of Marilyn R. Hall, deceased, King County, Probate Case Number 12-4-03566-8.

5. Access to said premises appears to be over property adjoining on the East also currently owned by the vestee herein. The conveyance of said adjoining parcel may result in a lack of access to said premises. Please contact the title unit for further information.

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

SCHEDULE B

(continued)

END OF EXCEPTIONS**NOTES**

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

Note: FOR INFORMATIONAL PURPOSES ONLY:

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

Lot(s): ptn 17 Block: 4 vol 21 of plats pg 83
Tax Account No.: 674370-0371

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

END OF NOTES**END OF SCHEDULE B**

MAR-28-75 00086 7303280458 --HF

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

THIS SPACE RESERVED FOR RECORDER'S USE
RECORDED
OF
No. QUP:
1975 MAR 28 AM 10 30
DIRECTOR
RECORDS & ELECTIONS
KING COUNTY, WASH.

REVENUE STAMPS

TO Marilyn R. Hall
10633-128 N.E.
Kirkland, Wa.
98033

FORM L50F

Statutory Warranty Deed

THE GRANTORS, CASWELL H. DANIELS and FRIEDA DANIELS, his wife,
for and in consideration of Ten Dollars (\$10.00) and other valuable consideration,
in hand paid, conveys and warrants to MARILYN R. HALL, formerly Marilyn R. Krug, as
her sole and separate property,
the following described real estate, situated in the County of King, State of
Washington:

Lot 17, less the north 5 feet and less south 31.66 feet of
Block 4, H. C. Pettit's Alder Grove Addition to Kirkland
according to plat recorded in Vol. 21 of Plats, page 83,
in King County, Washington.



final

This deed is given in fulfillment of that certain real estate contract between the parties hereto,
dated May 28, 1965, and conditioned for the conveyance of the above
described property, and the covenants of warranty herein contained shall not apply to any title,
interest or encumbrance arising by, through or under the purchaser in said contract, and shall not
apply to any taxes, assessments or other charges levied, assessed or becoming due subsequent
to the date of said contract.

Real Estate Excise Tax was paid on this sale or stamped exempt on June 9, 1965, Rec. No. E 595388 *94*

Dated this 30th day of November, 1972.

SALES TAX PAID ON CONTRACT BY NO. 595388
W. L. WILLIAMS, KING COUNTY TREASURER

W. L. Williams DEPUTY

Caswell H. Daniels (REAL)
Caswell H. Daniels

Frieda Daniels (REAL)
Frieda Daniels

STATE OF WASHINGTON, }
County of King }

On this 30th day of November, 1972, before me CASWELL H. DANIELS and FRIEDA DANIELS,
to me known as the grantors, and Marilyn R. Hall, 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 30th day of November, 1972.



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



THIS SPACE RESERVED FOR RECORDER'S USE

86-06/10 #1104 B
RECD F 5.00
CASHSL ***5.00
55

Filed for Record at Request of
Hawkins & Hammann
10900 N.E. 4th St. #1850
P.O. Box 97300
Bellevue, WA 98009

Address.....
City and State.....

KING COUNTY
NO EXCISE TAX
JUN 10 1986
E0880737

#86-2662/LLL

Quit Claim Deed

THE GRANTOR MARILYN R. HALL, who acquired title as MARILYN R. KRUG, as her separate estate
for and in consideration of LOVE AND AFFECTION

conveys and quit claims to WAYNE F. HALL & MARILYN R. HALL, husband & wife

the following described real estate, situated in the County of KING State of Washington,
together with all after acquired title of the grantor(s) therein:

The East 150 feet of Lot 17 in Block 4 of H.C. Pettit's Alder Grove, an addition to Kirkland, as per plat recorded in Volume 21 of Plats, page 83, records of King County, Except the North 5 feet; and except the South 31.66 feet thereof; Situate in the County of King, State of Washington.

Dated June 5, 1986

Marilyn R. Hall
MARILYN R. HALL (Individual)

By _____ (Individual) _____ (President)
By _____ (Secretary)

STATE OF WASHINGTON }
COUNTY OF KING } ss

On this day personally appeared before me
Marilyn R. Hall
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.

STATE OF WASHINGTON }
COUNTY OF _____ } ss

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 _____
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.

54 GIVEN under my hand and seal of this day of June 1986
Randa K...
Notary Public in and for the State of Washington, residing at Bellevue, WA
Commission expires: 6/15/88
FORM 1156 (Washington)

Witness my hand and official seal this day and year first above written.
Notary Public in and for the State of Washington,
residing at _____

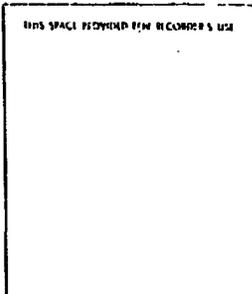
RECORDED
JUN 10 3 28 11 PM '86
KING COUNTY

6606101104
210778-1



Filed for Record at Request of

Name Audrey Muman
Joan A. Caldwell
Address 1827 S. Driftwood Way
City and State Coupeville, WA 98239



THIS SPACE RESERVED FOR RECORD & USE

TTC File No.

DEED OF TRUST

(For Use in the State of Washington Only)

THIS DEED OF TRUST, made this 23rd day of July, 1993

between Marilyn R. Hall, a widow, Grantor,

whose address is 10633 - 128th Avenue NE Kirkland, Washington

TICOR TITLE INSURANCE COMPANY OF CALIFORNIA, a corporation, Trustee, whose address is

and Audrey R. Muman

Beneficiary whose address is 1827 S. Driftwood Way, Coupeville, WA 98239

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real

property in King County, Washington:

The east 150 feet of Lot 17 in Block 4 of H.C. Pettit's Alder Grove, an addition to Kirkland, according to the plat thereof recorded in Volume 21 of Plata, page 83, in King County, Washington; EXCEPT The north 5 feet; and EXCEPT the south 31.66 feet thereof.

9307261080

which real property is not used principally for agricultural or farming purposes, together with all tenements, hereditaments, and appurtenances now or hereafter thereto belonging or in any wise 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

Thirty-Five Thousand Dollars (\$ 35,000.00) with interest, in accordance with the terms of a promissory note of even date herewith payable to Beneficiary or order, and made by Grantor, and all renewals, modifications and 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.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.

2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other claims, liens or encumbrances impairing the security of this Deed of Trust.

3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary as its interest may appear and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

LPB No 22



9307261080

4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

A. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.

B. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured by this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion thereof as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary in or applied to said obligation.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled therein on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled therein.

4. 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 or its authorized agent shall sell the trust property, in accordance with the terms of the Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the repayment 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.

5. 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 hereinafter acquire 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.

6. The power of sale conferred by this Deed of Trust and by the Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

7. In the event of the death, incapacity or disability or resignation of Trustee, Beneficiary shall appoint in writing a successor trustee, and upon the recording of such appointment in the marriage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

8. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

Marilyn R. Hall (Seal)
Marilyn R. Hall

_____ (Seal)

_____ (Seal)

_____ (Seal)

STATE OF WASHINGTON }
COUNTY OF KING }

STATE OF WASHINGTON }
COUNTY OF _____ }

On this 23 day of July, 1993,
before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared
Marilyn R. Hall
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.

On this 23 day of July, 1993,
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.

GIVEN under my hand and official seal this 23 day of July, 1993.
Marilyn R. Hall
Notary Public in and for the State of Washington,
residing at Redmond
My appointment expires on 11.29.96

Witness my hand and official seal hereto affixed this day and year first above written.
Notary Public in and for the State of Washington, residing at _____
My appointment expires on _____

REQUEST FOR FULL RECONVEYANCE
Do not record. To be used only when note has been paid.

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 convey, 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 _____

ALTA COMMITMENT FOR TITLE INSURANCE

Issued By:

Avalon West Title Report

Commitment Number:



CHICAGO TITLE
COMPANY OF WASHINGTON

0008770-ETU

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

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

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

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

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

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

Chicago Title Insurance Company

By:

President

Attest:

Secretary

Countersigned By:

Authorized Officer or Agent



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CHICAGO TITLE COMPANY OF WASHINGTON**COMMITMENT NO. 0008770-ETU**

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Title Officer: Eastside Title Unit Chicago Title Company of Washington 10500 NE 8th St., Suite 600 Bellevue, WA 98004 Main Phone: (425)646-9883 Email: CTIBellevueETU@ctt.com	Escrow Officer: Jane Shyne Chicago Title Company of Washington 10500 NE 8th St., Suite 600 Bellevue, WA 98004 Phone: (425)646-9878 Fax: (866)275-2946 Main Phone: (425)455-4995 Email: Jane.Shyne@ctt.com

SCHEDULE A**ORDER NO. 0008770-ETU**

1. Effective Date: January 30, 2014 at 08:00AM
2. Policy or (Policies) to be issued:
 - a. ALTA Owner's Policy 2006

Proposed Insured:	Merit Homes Inc., a Washington corporation		
Policy Amount:	\$640,000.00		
Premium:	\$	1,189.00	
Tax:	\$	112.96	
Rate:	Standard		
Discount(s):	Residential Resale with Combination		
Total:	\$	1,301.96	
3. The estate or interest in the land described or referred to in this Commitment is:

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

The heirs and devisees of Marilyn R. Hall, deceased
5. The land referred to in this Commitment is described as follows:

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

END OF SCHEDULE A

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EXHIBIT "A"
Legal Description

Parcel A:

The East 150 feet of Lot 17, Block 4, H.C. Pettit's Alder Grove, an addition to Kirkland, according to the Plat thereof recorded in Volume 21 of Plats, Page(s) 83, records of King County, Washington;
Except the north 5 feet;
and Except the south 31.66 feet thereof.

Parcel B:

Lot 17, Block 4, H.C. Pettit's Alder Grove, an addition to Kirkland, according to the Plat thereof recorded in Volume 21 of Plats, Page(s) 83, records of King County, Washington;
Except the east 150 feet;
Except the north 5 feet thereof;
and Except the south 31.66 feet thereof.

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SCHEDULE B

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

GENERAL EXCEPTIONS

- A. Rights or claims of parties in possession, or claiming possession, not shown by the Public Records.
- B. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
- C. Easements, prescriptive rights, rights-of-way, liens or encumbrances, or claims thereof, not shown by the Public Records.
- D. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the Public Records.
- E. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the Public Records.
- F. Any lien for service, installation, connection, maintenance, tap, capacity, or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records.
- G. Unpatented mining claims, and all rights relating thereto.
- H. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.
- I. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- J. Water rights, claims or title to water.
- K. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

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SCHEDULE B

(continued)

SPECIAL EXCEPTIONS

1. Rights of the public to make necessary slopes for cuts or fills upon the Land in the reasonable original grading of streets, avenues, alleys and roads, as disclosed in the Plat.
2. Payment of the real estate excise tax, if required.

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

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

Any conveyance document must be accompanied by the official Washington State Excise Tax Affidavit. The applicable excise tax must be paid and the affidavit approved at the time of the recording of the conveyance documents.

Beginning July 1, 2005, an additional \$5.00 Real Estate Excise Tax Electronic Technology Fee must be included in all excise tax payments.

3. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year:	2014
Tax Account No.:	674370-0370
Levy Code:	1700
Assessed Value-Land:	\$203,000.00
Assessed Value-Improvements:	\$201,000.00

General and Special Taxes:	Billed:	\$4,633.69
	Paid:	\$0.00
	Unpaid:	\$4,633.69

Affects: Parcel A

4. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year:	2014
Tax Account No.:	674370-0371
Levy Code:	1700
Assessed Value-Land:	\$203,000.00
Assessed Value-Improvements:	\$0.00

General and Special Taxes:	Billed:	\$2,431.60
	Paid:	\$0.00
	Unpaid:	\$2,431.60

Affects: Parcel B

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SCHEDULE B
(continued)

5. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$35,000.00
 Dated: July 26, 1993
 Trustor/Grantor: Marilyn R. Hall, a widow
 Trustee: Ticor Title Insurance Company of California
 Beneficiary: Audrey R. Mumau
 Recording Date: July 26, 1993
 Recording No.: 9307261080
 Affects: Parcel A

6. Pending probate proceedings in the estate of

Name of decedent: Marilyn R. Hall
 Date of death: June 1, 2012
 County: King
 Court: Superior
 Case No.: 12-4-03566-8
 Personal Representative(s): Sandra Jo Gapsin
 Attorney for the Estate: Mary Ellen Kooistra

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

7. Lien of succession taxes, if any, in the estate of Marilyn R. Hall, deceased, King County, Probate Case Number 12-4-03566-8.
8. Title is to vest in Merit Homes Inc., a Washington corporation, and will then be subject to the following matters shown at paragraph(s) 9.
9. The Company will require the following in order to insure title vested in, or a conveyance from, the entity named below:
- Name: Merit Homes Inc., a Washington corporation
- a. Proof of incorporation from the state or other place of incorporation.
 - b. A copy of the Articles of Incorporation and By-law.
 - c. A copy of the resolution authorizing the purchase, sale or encumbrance of real property and designating appropriate officers to execute same.

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

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SCHEDULE B

(continued)

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

END OF EXCEPTIONS**NOTES**

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

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

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

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

10633 128th Ave NE
Kirkland, WA 98033

Note D: Note: The Company is willing to issue an Extended Coverage Lenders Policy. General Exceptions A through J, inclusive, are hereby deleted.

Endorsement 8.1 will issue with the forthcoming lenders policy.

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SCHEDULE B
(continued)

Note E: Note: FOR INFORMATIONAL PURPOSES ONLY:

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

A portion of lot 17, blk 5, vol 21 page 83.
Tax Account No.: 674370-0370

END OF NOTES

END OF SCHEDULE B

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CONDITIONS

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

END OF CONDITIONS

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RECORDING REQUIREMENTS

Effective January 1, 1997, document format and content requirements have been imposed by Washington Law. Failure to comply with the following requirements may result in rejection of the document by the county recorder or imposition of a \$50.00 surcharge.

First page or cover sheet:

3" top margin containing nothing except the return address.

1" side and bottom margins containing no markings or seals.

Title(s) of documents.

Recording no. of any assigned, released or referenced document(s).

Grantors names (and page no. where additional names can be found).

Grantees names (and page no. where additional names can be found).

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

Assessor's tax parcel number(s).

Return address (in top 3" margin).

**A cover sheet can be attached containing the above format and data if the first page does not contain all required data.

Additional Pages:

1" top, side and bottom margins containing no markings or seals.

All Pages:

No stapled or taped attachments. Each attachment must be a separate page. All notary and other pressure seals must be smudged for visibility. Font size of 8 points or larger.



PRIVACY STATEMENT

Effective Date: May 1, 2008

Order No.: 0008770-ETU--JS

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

PERSONAL INFORMATION COLLECTED

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

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

DISCLOSURE OF PERSONAL INFORMATION

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

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

PRIVACY STATEMENT

Effective Date: May 1, 2008
(continued)

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

Disclosure to Affiliated Companies:

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

Disclosure to Nonaffiliated Third Parties:

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

CONFIDENTIALITY AND SECURITY OF PERSONAL INFORMATION

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

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

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

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

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

CHANGES TO THIS PRIVACY STATEMENT

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



CHICAGO TITLE

COMPANY OF WASHINGTON

10500 NE 8th St., Suite 600
Bellevue, WA 98004
Phone: (425)646-9883 / Fax: (425)646-9879

Order No.: 0008770-ETU
Property: 10633 128th Ave NE
Kirkland, WA 98033

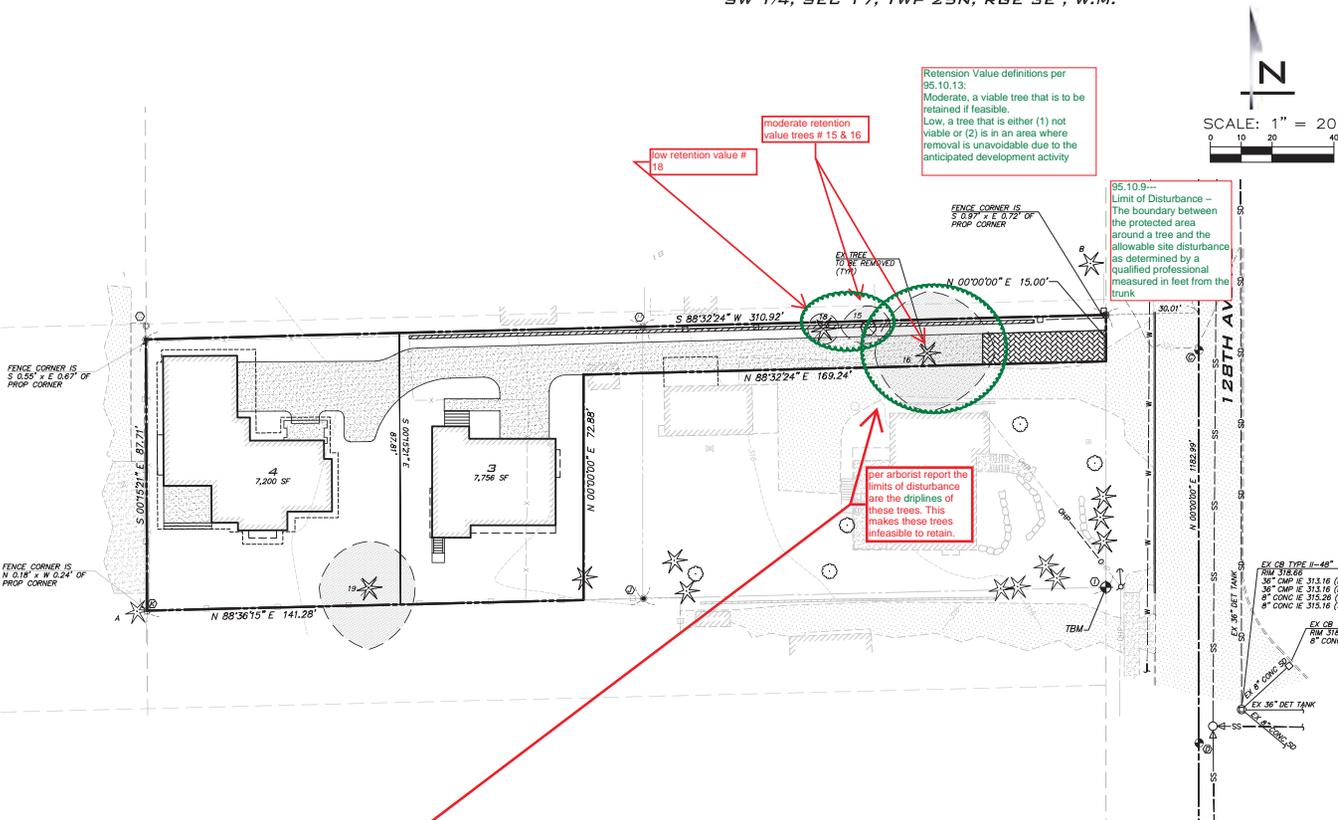
SELLER(S)	
The Estate of Marilyn R. Hall	
BUYER/BORROWER(S)	
Merit Homes Inc., a Washington corporation	
LISTING AGENT	
FSBO	
Phone:	
Fax:	
SELLING AGENT	
FSBO	
Phone:	
Fax:	
ESCROW	
Chicago Title Company of Washington 10500 NE 8th St., Suite 600 Bellevue, WA 98004 Phone: (425)455-4995 Fax: (425)646-9154	Escrow Officer: Jane Shyne Phone: (425)646-9878 Fax: (866)275-2946 Email: Jane.Shyne@ctt.com
ATTORNEY	
Berkey & Kooistra, Attorney at Law 10526 NE 68th Street Kirkland, WA 98033 Phone: (425)822-6311 Fax:	Main Contact: Mary E. Kooistra Phone: (425)822-6311 Email: mkooistra@berkeykooistra.com
BUILDER	
Merit Homes Inc 13023 NE 70th PI Kirkland, WA 98033 Phone: (425)605-0597 Fax: (206)600-4914	Main Contact: Josh Lysen Phone: (425)605-0597 Email: josh@merithomesinc.com

Thank You for specifying Chicago Title Company of Washington

Your transaction is important to us.

SW 1/4, SEC 17, TWP 25N, RGE 3E, W.M.

Exhibit K-Trees and Access
Appeal of two short plans:
Avalon East: SUB14-01032
Avalon West: SUB14-01033



TREE PROTECTION MEASURES

- TREE PROTECTION FENCES WILL NEED TO BE PLACED AROUND EACH TREE OR GROUP OF TREES TO BE RETAINED.
 - TREE PROTECTION FENCES ARE TO BE PLACED ACCORDING TO CITY STANDARD PLAN NO. 06-R-49 AND AS NOTED IN THE TREE INVENTORY/CONDITIONS SPREADSHEET, COLUMN 7 - LIMITS OF DISTURBANCE (SEE ARBORIST REPORT DATED 3/3/14)
 - TREE PROTECTION FENCES MUST BE INSPECTED PRIOR TO THE BEGINNING OF ANY CONSTRUCTION WORK/ACTIVITIES
 - NOTHING MUST BE PARKED OR STORED WITHIN THE TREE PROTECTION FENCES--NO EQUIPMENT, VEHICLES, SOIL, DEBRIS, OR CONSTRUCTION SUPPLIES OF ANY SORTS.
- CEMENT TRUCKS MUST NOT BE ALLOWED TO DEPOSIT WASTE OR WASH OUT MATERIALS FROM THEIR TRUCKS WITHIN THE TREE PROTECTION FENCES.
- THE TREE PROTECTION FENCES NEED TO BE CLEARLY MARKED WITH THE FOLLOWING OR SIMILAR TEXT IN FOUR INCH OR LARGER LETTERS:

TREE PROTECTION AREA, ENTRANCE PROHIBITED TO REPORT VIOLATIONS CONTACT CITY CODE ENFORCEMENT AT 425-587-3225
- THE AREA WITHIN THE TREE PROTECTION FENCING MUST BE COVERED WITH WOOD CHIPS, HOG FUEL, OR SIMILAR MATERIALS TO A DEPTH OF 8 TO 10 INCHES. THE MATERIALS SHOULD BE PLACED PRIOR TO BEGINNING CONSTRUCTION AND REMAIN UNTIL THE TREE PROTECTION FENCING IS TORN DOWN.
- WHEN EXCAVATION OCCURS NEAR TREES THAT ARE SCHEDULED FOR RETENTION, THE FOLLOWING PROCEDURE MUST BE FOLLOWED TO PROTECT THE LONG TERM SURVIVABILITY OF THE TREE
 - AN INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA) CERTIFIED ARBORIST MUST BE WORKING WITH ALL EQUIPMENT OPERATOR.
 - THE CERTIFIED ARBORIST SHOULD BE EQUIPPED WITH A SHOVEL, HAND PRUNERS, A PAIR OF LOPPIERS, A HANDSAW, AND A POWER SAW (A "SAWSALL" IS RECOMMENDED).
 - THE HOE MUST BE PLACED TO "COMB" THE MATERIAL DIRECTLY AWAY FROM THE TRUNK AS OPPOSED TO CUTTING ACROSS THE ROOTS.
 - COMBING IS THE GRADUAL EXCAVATION OF THE GROUND COVER PLANTS AND SOIL IN DEPTHS THAT ONLY EXTEND AS DEEP AS THE TINES OF THE HOE.
 - WHEN ANY ROOTS OF ONE INCH DIAMETER OR GREATER, OF THE TREE TO BE RETAINED, IS STRUCK BY THE EQUIPMENT, THE CERTIFIED ARBORIST SHOULD STOP THE EQUIPMENT OPERATOR.
 - THE CERTIFIED ARBORIST SHOULD THEN EXCAVATE AROUND THE TREE ROOT BY HAND/SHOVEL AND CLEANLY CUT THE TREE ROOT.
 - THE CERTIFIED ARBORIST SHOULD THEN INSTRUCT THE EQUIPMENT OPERATOR TO CONTINUE.
- PUTTING UTILITIES UNDER THE ROOT ZONE:
 - BORING UNDER THE ROOT SYSTEMS OF TREES (AND OTHER VEGETATION) SHALL BE DONE UNDER THE SUPERVISION OF AN ISA CERTIFIED ARBORIST. THIS IS TO BE ACCOMPLISHED BY EXCAVATING A LIMITED TRENCH OR PIT ON EACH SIDE OF THE CRITICAL ROOT ZONE OF THE TREE AND THEN HAND DIGGING OR PUSHING THE PIPE THROUGH THE SOIL UNDER THE TREE. THE CLOSEST PIT WALLS SHALL BE A MINIMUM OF 7 FEET FROM CENTER OF THE TREE AND SHALL BE SUFFICIENT DEPTH TO LAY THE PIPE AT THE GRADE AS SHOWN ON THE PLAN AND PROFILE.
 - TUNNELING UNDER THE ROOTS OF TREES SHALL BE DONE UNDER THE SUPERVISION OF AN ISA CERTIFIED ARBORIST IN AN OPEN TRENCH BY CAREFULLY EXCAVATING AND HAND DIGGING AROUND AREAS WHERE LARGE ROOTS ARE EXPOSED. NO ROOTS 1 INCH IN DIAMETER OR LARGER SHALL BE CUT. THE CONTRACTOR SHALL VERIFY THE VERTICAL AND HORIZONTAL LOCATION OF EXISTING UTILITIES TO AVOID CONFLICTS AND MAINTAIN MINIMUM CLEARANCES. ADJUSTMENT SHALL BE MADE TO THE GRADE OF THE NEW UTILITY AS REQUIRED.
- WATERING:
 - THE TREES WILL REQUIRE SIGNIFICANT WATERING THROUGHOUT THE SUMMER AND EARLY FALL IN ORDER TO SURVIVE LONG-TERM. AN EASY AND ECONOMICAL WATERING CAN BE DONE USING SOMMER HOSES PLACED THREE FEET FROM THE TRUNK OF THE TREE AND SPRAWLED AROUND THE TREE. ONE 75-FOOT SOMMER HOSE PER TREE IS ADEQUATE. IT IS BEST TO PLACE THE SOMMERS USING LANDSCAPE STAPLES. (AVAILABLE FROM NO FOWLER IN BELLEVUE FOR PENNIES APiece) THEY COVER THE AREA WITH TWO TO THREE INCHES COMPOSTED MATERIALS. THE COMPOSTED MATERIALS WILL ACT AS A MULCH TO MINIMIZE EVAPORATION AND WILL ALSO STIMULATE THE MICROBIAL ACTIVITY OF THE SOIL WHICH IS ANOTHER BENEFIT TO THE HEALTHY OF THE TREE.
 - WATER THE TREE TO A DEPTH OF 18 TO 20 INCHES. IT IS RECOMMENDED LEAVING THE WATER ON THE SOMMER HOSES FOR SIX TO EIGHT HOURS AND THEN DIGGING DOWN TO DETERMINE HOW DEEP YOUR WATER IS PENETRATING. THEN ADJUST ACCORDINGLY. IT MAY TAKE A GOOD TWO DAYS OF WATERING TO REACH THE PROPER DEPTH.
 - ONCE THE WATER REACHES THE PROPER DEPTH, TURN OFF THE HOSES FOR FOUR WEEKS AND THEN WATER AGAIN. WATER MORE OFTEN WHEN TEMPERATURES INCREASE--EVERY THREE WEEKS WHEN TEMPERATURES EXCEED 90 DEGREES AND EVERY TWO WEEKS WHEN TEMPERATURES EXCEED 90 DEGREES. THIS DRYING OUT OF THE SOIL IN BETWEEN WATERING IS IMPORTANT TO PREVENT SOIL PATROSDIOMS FROM ATTRACKING THE TREES.

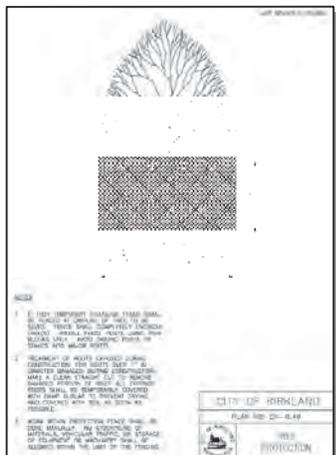
BLUELINE

SCALE: AS NOTED
PROJECT MANAGER: DEANNA L. MARTIN, PE
PROJECT ENGINEER: DEANNA L. MARTIN, PE
DESIGNER: A.J. OSNELL
ISSUE DATE: 6/5/2014

NO.	DATE	BY	REVISIONS

TREE RETENTION PLAN
AVALON WEST
PARCEL # 6743700371
WASHINGTON
CITY OF KIRKLAND

TREE #	BOTANICAL NAME	COMMON NAME	DBH (INCHES)	HEALTH CONDITION	STRUCTURAL CONDITION	LIMITS OF DISTURBANCE	DRIP LINE RADIUS (FEET)			PROPOSED ACTION	CREDITS	NOTES
							W	E	N			
15	ACER PALMATUM	JAPANESE MAPLE	6.9	GOOD	GOOD	DRIP LINE	9	7	5	REMOVE (DWP & UTLS)	0	GOOD SHRUB FORM TREE/BUSH CORAL FUNGUS, MULTIPLE PRUNING/SHEERING EVENTS
16	PSEUDOTSUGA MENZIESII	DOUGLAS FIR	32.5	GOOD	GOOD	DRIP LINE	17	22	20	19	0	DRIVE 2 WEST
18	PINUS NIGRA	BLACK PINE	7.3	FAIR	FAIR	DRIP LINE	5	5	5	0	0	SHEARED TO SMALL TREE, TOPPED IN PAST
19	TSUGA HETEROPHYLLA	WESTERN HEMLOCK	24.6	FAIR	FAIR	DRIP LINE	16	15	15	20	0	UNUSUAL BASAL STRUCTURE ON WEST LOWER TRUNK--RESTRICTING GROWTH, INTERNAL FOLIAGE SPARSE & SIGNIFICANT DEBRIS IN ROOT ZONE
ADJACENT PROPERTY TREES												
A	TRIALA PLICATA	WESTERN RED CEDAR	~10	GOOD	GOOD	DRIP LINE				REMAIN		CANOPY OVERHANGS SITE BY 10 FEET
B	PSEUDOTSUGA MENZIESII	DOUGLAS FIR	~12+	GOOD	GOOD	DRIP LINE				REMAIN		CANOPY OVERHANGS SITE BY 4 FEET



	EXISTING CONIFEROUS TREE TO BE REMOVED
	EXISTING DECIDUOUS TREE TO BE REMOVED
	EXISTING CONIFEROUS TREE TO REMAIN
	EXISTING DECIDUOUS TREE TO REMAIN
	EXISTING OFF-SITE CONIFEROUS TREE
	EXISTING OFF-SITE DECIDUOUS TREE
	LIMITS OF DISTURBANCE/DRIFLINE

TREE RETENTION CALCULATIONS:

REQUIRED MIN. DENSITY = 30 CREDITS / ACRES * (0.35 AC) = 11 CREDITS
 PROPOSED DENSITY = 0 CREDITS
 TREE DENSITY TO BE MET THROUGH SUPPLEMENTAL PLANTING

ARBORIST NOTE
 ARBORIST MAY BE REQUIRED TO BE ON SITE FOR WORK WITHIN TREE FENCING/LIMITS OF DISTURBANCE. CONTRACTOR TO FOLLOW ARBORIST'S RECOMMENDATIONS (IF REQUIRED) FOR WORK WITHIN THIS AREA.

DUST CONTROL
 WHEN EXPOSED SOILS ARE DRY TO THE POINT THAT WIND TRANSPORT IS POSSIBLE, EXPOSED SOILS SHALL BE SPRAYED UNTIL WET BUT RUNOFF SHALL NOT BE GENERATED.

TESC NOTE
 CONSTRUCTION DRAINAGE CONTROL SHALL BE MAINTAINED BY THE DEVELOPER AND WILL BE SUBJECT TO PERIODIC INSPECTIONS, DURING THE PERIOD FROM APRIL 1 TO OCTOBER 31, ALL DENUDDED SOILS MUST BE COVERED WITHIN 15 DAYS BETWEEN NOVEMBER 1 AND MARCH 31. ALL DENUDDED SOILS MUST BE COVERED WITHIN 12 HOURS, IF AN EROSION PROBLEM ALREADY EXISTS ON THE SITE, OTHER COVER PROTECTION AND EROSION CONTROL WILL BE REQUIRED.

UNDERGROUND UTILITY NOTE
 UNDERGROUND UTILITIES ARE SHOWN IN THE APPROXIMATE LOCATION. THERE IS NO GUARANTEE THAT ALL UTILITY LINES ARE SHOWN, OR THAT THE LOCATION, SIZE AND MATERIAL IS ACCURATE. THE CONTRACTOR SHALL UNCOVER ALL INDICATED PIPING WHERE CROSSING, INTERFERENCES, OR CONNECTIONS OCCUR PRIOR TO TRENCHING OR EXCAVATION FOR ANY PIPE OR STRUCTURES. TO DETERMINE ACTUAL LOCATIONS, SIZE AND MATERIAL, THE CONTRACTOR SHALL MAKE THE APPROPRIATE PROVISION FOR PROTECTION OF SAID FACILITIES. THE CONTRACTOR SHALL NOTIFY ONE CALL AT 8-1-1 (WASHINGTON81.COM) AND ARRANGE FOR FIELD LOCATION OF EXISTING FACILITIES BEFORE CONSTRUCTION.



6/5/2014
 JOB NUMBER: 14-102
 SHEET NAME: TR-01
 BHT 2 OF 2

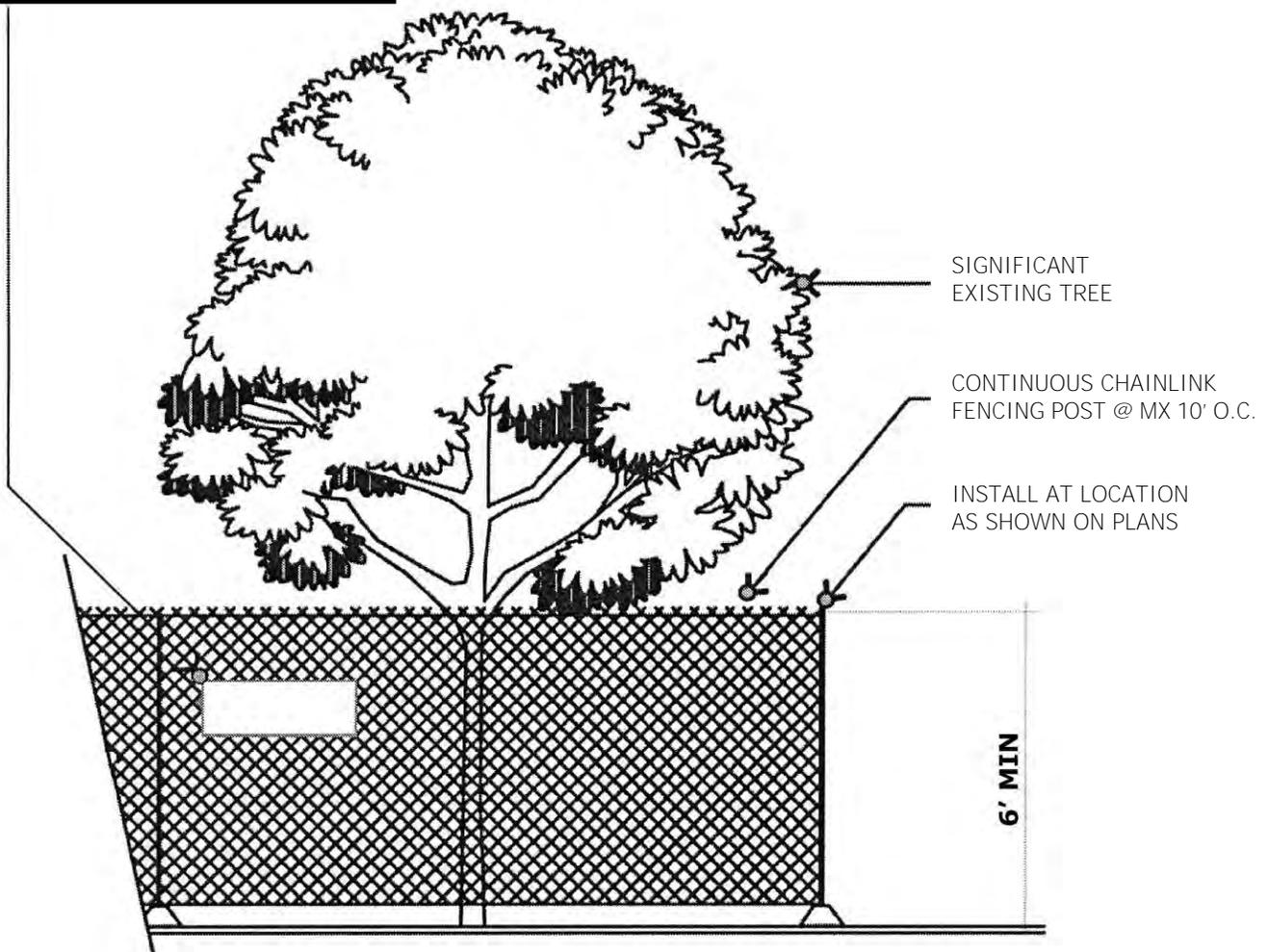
Exhibit L--Sample required tree protection

Appeal of two short plats:

Avalon East : SUB14-01032

Avalon West: SUB14-01033

Tree Protection Area, Entrance Prohibited
To report violations contact
City Code Enforcement
At (425) 587-3225



1. MINIMUM SIX (6) FOOT HIGH TEMPORARY CHAINLINK FENCE SHALL BE PLACED AT THE CRITICAL ROOT ZONE OR DESIGNATED LIMIT OF DISTURBANCE OF THE TREE TO BE SAVED. FENCE SHALL COMPLETELY ENCIRCLE TREE(S). INSTALL FENCE POSTS USING PIER BLOCK ONLY. AVOID POST OR STAKES INTO MAJOR ROOTS. MODIFICATIONS TO FENCING MATERIAL AND LOCATION MUST BE APPROVED BY PLANNING OFFICIAL.
2. TREATMENT OF ROOTS EXPOSED DURING CONSTRUCTION: FOR ROOTS OVER ONE (1) INCH DIAMETER DAMAGED DURING CONSTRUCTION, MAKE A CLEAN STRAIGHT CUT TO REMOVE DAMAGED PORTION OF ROOT. ALL EXPOSED ROOTS SHALL BE TEMPORARILY COVERED WITH DAMP BURLAP TO PREVENT DRYING AND COVERED WITH SOIL AS SOON AS POSSIBLE.
3. NO STOCKPILING OF MATERIALS, VEHICULAR TRAFFIC, OR STORAGE OF EQUIPMENT OR MACHINERY SHALL BE ALLOWED WITHIN THE LIMIT OF THE FENCING. FENCING SHALL NOT BE MOVED OR REMOVED UNLESS APPROVED BY THE CITY PLANNING OFFICIAL. WORK WITHIN PROTECTION FENCE SHALL BE DONE MANUALLY UNDER THE SUPERVISION OF THE ON-SITE ARBORIST AND WITH PRIOR APPROVAL BY THE CITY PLANNING OFFICIAL.
4. FENCING SIGNAGE AS DETAILED ABOVE MUST BE POSTED EVERY FIFTEEN (15) FEET ALONG THE FENCE.



TREE PROTECTION FENCING DETAIL

(for public and private trees)

TREE PROTECTION AREA

Entrance Prohibited

To report violations contact

City Code Enforcement

At (425) 587-3225



MAINTENANCE AND RETENTION AGREEMENT FOR TREES AND REQUIRED LANDSCAPING

Project Name:

Address:

Parcel No:

This agreement is entered into between each undersigned owner of the real property and the City of Kirkland, in consideration of approval by the City of a permit under City of Kirkland File/Permit No. _____ for the hereinafter described real property in Kirkland, King County, Washington.

Each undersigned owner jointly and severally hereby agrees to maintain and retain the trees and other vegetation required by the City to be planted or retained on the real property described below, in accordance with the final approved tree plan (on file in the Kirkland Department of Planning and Community Development) and pursuant to Chapter 95 of the Kirkland Zoning Code (“KZC”), for a period of five years after initial occupancy of the site, which is until Extend line or enter date (expiration date). This agreement shall remain in effect for an additional two years after the expiration date to cover any vegetation which is required by the City to be replaced. Thereafter, maintenance will continue pursuant to KZC requirements.

Each of the undersigned agree to defend, pay, and save harmless the City of Kirkland, its officers, agents, and employees from any and all claims of every nature whatsoever, real or imaginary, which may be made against the City, its officers, agents, or employees for any damage to property or injury to any person arising out of the maintenance of said trees and other said vegetation on said owner's property or out of the actions of the undersigned in carrying out the responsibilities under this agreement, excepting therefrom only such claims as may arise solely out of the negligence of the City of Kirkland, its officers, agents, or employees.

This Agreement shall be binding upon the heirs, successors and assigns of each of the undersigned and shall run with the land. This Agreement shall, at the expense of the undersigned, be recorded by the City of Kirkland with the King County Department of Elections and Records.

Failure to maintain and retain said trees and other said vegetation in accordance with this agreement may subject the undersigned to civil penalties as authorized by Chapter 95 of the KZC.

The real property owned by the undersigned and the subject property of this Agreement is situated in Kirkland, King County, Washington and described as follows:

DATED at Kirkland, Washington, this _____ day of _____, _____

OWNER

(Sign in blue ink)

(Individuals Only)

OWNER(S) OF REAL PROPERTY (INCLUDING SPOUSE)

(Individuals Only)

STATE OF WASHINGTON)
County of King) SS.

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 _____

to me known to be the individual(s) described herein and who executed the Five-Year Maintenance and Retention Agreement Private Trees and acknowledged that _____ signed the same 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 first above written.

Notary's Signature

Print Notary's Name
Notary Public in and for the State of Washington, Residing at:

My commission expires: _____

