

# SUBDIVISION

Issued By:



CHICAGO TITLE INSURANCE COMPANY

Guarantee/Certificate Number:

**500129373c  
Amendment 1**

**CHICAGO TITLE INSURANCE COMPANY**  
a corporation, herein called the Company

## GUARANTEES

Olympic Vista Development NW LLC, a Washington limited liability company

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**  
3002 Colby Ave., Suite 200  
Everett, WA 98201

Countersigned By:

Brent Aune  
Authorized Officer or Agent



**Chicago Title Insurance Company**

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

ISSUING OFFICE:
Title Officer: Builder Unit Chicago Title Company of Washington 3002 Colby Ave., Suite 200 Everett, WA 98201 Fax: (866)827-8844 Main Phone: (425)259-8223 Email: evebuilder@ctt.com

**SCHEDULE A**

Liability	Premium	Tax
\$0.00	\$0.00	\$0.00

Effective Date: August 28, 2023 at 08:00 AM

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:

Olympic Vista Development NW LLC, a Washington limited liability company

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

**For APN/Parcel ID(s): 290503-001-022-00**

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That portion of Section 3, Township 29 North, Range 5 East of the Willamette Meridian;  
Beginning at a point 555.38 feet South of quarter corner on North boundary of Section;  
thence East 1292.9 feet;  
thence South 230 feet;  
thence West 1919.7 feet to the bank of Ebey Slough;  
thence North 2°24' East 50 feet;  
thence North 33°51' West 210 feet;  
thence East 740 feet to the Point of Beginning;  
Being part of Government Lots 2 and 3, Section 3, Township 29 North, Range 5 East of the Willamette Meridian.

Except that portion of Government Lots 2 and 3, Section 3, Township 29 North, Range 5 East of the Willamette Meridian,  
described as follows:

Beginning at point on the North line of that parcel under Special Warranty Deed recorded under Auditor's File No. 200012010675, records of Snohomish County, Washington, which measures South 2°47'23" West, a distance of 555.38 feet along the East line of said Government Lot 3 from the North quarter corner of said Section 3;  
thence South 89°07'08" East, a distance of 251.97 feet, more or less, along said North line to the West line of the Southerly extension of 59th Drive NE (formerly 44th St. NE), as described per the Plat of Westview at Sunnyside II as recorded under Auditor's File No. 9808075002, records of Snohomish County, Washington;  
thence South 01°05'04" West, along the said West line of the Southerly extension of 59th Drive NE, a distance of 230.00 feet, more or less, to a point on the South line of said parcel;  
thence North 89°07'08" West, a distance of 866.93 feet, more or less, along said South line to the high ordinary water mark line of Ebey Slough as field located 5/4/2005;  
thence North 23°30'55" West, a distance of 39.85 feet along said ordinary high water mark line;  
thence North 30°05'05" West, a distance of 142.63 feet along said ordinary high water mark line;  
thence continuing along said ordinary high water mark line North 43°28'19" West, a distance of 99.86 feet to the North line of said parcel;  
thence South 89°07'08" East, a distance of 775.43 feet along said North line to the Point of Beginning.

Situate in the County of Snohomish, State of Washington.

**SCHEDULE B**

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.

**SCHEDULE B**  
(continued)

SPECIAL EXCEPTIONS

1. No search has been made as to property taxes and assessments. Property taxes and assessments will be searched upon request.
  
2. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Boundary Agreement:  
  
Recording No: 1363427
  
3. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
  
Granted to: City of Marysville  
Purpose: Sewer utility easement (Trunk D line)  
Recording Date: February 1, 2001  
Recording No.: 200102010432  
Affects: Said premises
  
4. Easement to benefit said premises including the terms, covenants and provisions thereof:  
  
Grantor: City of Marysville  
Purpose: Storm drainage pipeline  
Recording Date: January 15, 2008  
Recording No.: 200801150622  
Affects: Appurtenant to Said premises
  
5. Any question that may arise due to shifting and changing in the course, boundaries or high water line of Ebey Slough.
  
6. Rights of the State of Washington in and to that portion, if any, of the Land which lies below the line of ordinary high water of Ebey Slough.
  
7. Any prohibition or limitation of use, occupancy or improvement of the Land resulting from the rights of the public or riparian owners to use any portion which is now or was formerly covered by water.
  
8. Paramount rights and easements in favor of the United States for commerce, navigation, fisheries and the production of power.

**SCHEDULE B**  
(continued)

9. The Company's liability for this report is limited to \$1,000.00. This report is based on the company's property records, and no liability is assumed for items misindexed or not indexed in the public records, or for matters which would be disclosed by an inquiry of the parties in possession or by an accurate survey or inspection of the premises. This report 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 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 matter shown, or an opinion as to the marketability of title to the subject premises.

**END OF SCHEDULE B**



OCT 9 1959

L 77312

1363427

BOUNDARY AGREEMENT

23<sup>th</sup>

THIS AGREEMENT entered into on this ~~23<sup>rd</sup>~~ day of September, 1959, by and between JERRY LE CUYER and VERA LE CUYER, husband and wife, hereinafter known as First Party, and SIGURD HENDRICKSON and VIOLA BEATRICE HENDRICKSON, husband and wife, hereinafter known as Second Party,

WITNESSETH:

WHEREAS, a question has arisen concerning the boundary line between property owned by First Party and property owned by Second Party, and

WHEREAS, the parties desire to establish said boundary by mutual agreement, now, therefore,

IT IS HEREBY MUTUALLY AGREED that the boundary line between the property owned by First Party and Second Party shall be as follows:

A line that is parallel to the South lines of Government Lots 2 and 3 and distant 432 feet North therefrom as measured along the East line of said Government Lot 2, Section 3, Township 29, N. R. 5 E.W.M.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this day and year first above mentioned.

NO SALES TAX REQUIRED

OCT 9 - 1959

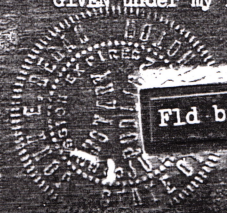
VERNE SEEVERS, Snohomish County Treasurer  
By Walter A. Jensen  
Deputy

Jerry LeCuyer  
First Party  
Vera LeCuyer  
First Party  
Sigurd Hendrickson  
Second Party  
Viola B. Hendrickson  
Second Party

STATE OF WASHINGTON)  
ss.  
COUNTY OF SNOHOMISH)

On this day personally appeared before me Jerry LeCuyer and Vera LeCuyer, and Sigurd Hendrickson and Viola Beatrice Hendrickson, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 25<sup>th</sup> day of September, 1959.



Fld by Evt Abs

Walter A. Jensen  
Notary Public in and for the State of Washington, residing at Marysville.

427  
694  
d  
301

D  
51  
CH

1363427





200102010432\* 200102010432  
02/01/2001 03:29 PM  
P.0005 RECORDED

Snohomish  
County

200102010432

Return Address

City of Marysville  
4822 Grove Street  
Marysville, WA 98270

RECORDER'S NOTE  
PORTIONS OF THIS DOCUMENT  
ARE POOR QUALITY FOR SCANNING

Please print or type information

**Document Title(s)** (or transactions contained therein)  
SEWER UTILITY EASEMENT (TRUNK D LINE)

**Grantor(s)** (Last name first, then first name and initials)  
DONALD R HENDRICKSON, as Successor Trustee of the Survivor's and Decedent's Trusts as set forth under Article V of the Amended and Restated Hendrickson Family Trust Dated October 24, 1996

Additional names on page \_\_\_\_ of document

**Grantee(s)** (Last name first, then first name and initials)  
CITY OF MARYSVILLE

**Legal description** (abbreviated i e , lot, block, plat or section, township, range, qtr /qtr )  
Ptn of 3-29-05

Additional legal is on page 4 of document

**Reference Number(s) of Documents assigned or released**  
N/A

Additional numbers on page \_\_\_\_ of document

**Assessor's Property Tax Parcel/Account Number**  
Ptn of 032905-1-022-0001

Property Tax Parcel ID is not yet assigned  
 Additional parcel numbers on page \_\_\_\_ of document

The Auditor/Recorder will rely on the information provided on the form The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein

No. 072844 2/1/2001 3:26 PM  
Thank you for your payment.  
HUNT



**CITY OF MARYSVILLE**

**SEWER UTILITY EASEMENT**  
**(Trunk D Line)**

THIS INDENTURE, made this 2<sup>nd</sup> day of January, 2001, between **DONALD R. HENDRICKSON**, as Successor Trustee of the Survivor's and Decedent's Trusts as set forth under Article V of the Amended and Restated Hendrickson Family Trust Dated October 24, 1996, hereinafter referred to as "Grantor," the **CITY OF MARYSVILLE**, a Municipal Corporation of the State of Washington, hereinafter referred to as "Grantee," N/A, hereinafter referred to as "Mortgagee," and the Developers who have signed below, WITNESSETH

WHEREAS, Grantor is the owner of certain lands and premises situated in the County of Snohomish, State of Washington described as follows

SEE EXHIBIT "A" ATTACHED

and,

WHEREAS, Grantee is desirous of acquiring certain rights and privileges across, over, under and upon said lands and premises, and

WHEREAS, Developers shall be responsible for the initial construction of a sewer trunk line (the "trunk line") upon the property affected by the easement granted herein, and

WHEREAS, upon completion of construction of the trunk line, Developers will be entitled to recover a proportionate share of the cost of constructing the trunk line from property owners whose properties are connected to the trunk line ("recovery contract charges"),

NOW, THEREFORE, in consideration of the payment of **\$1,263.00**, the adequacy and receipt of which is hereby acknowledged, and in consideration of the covenants contained herein, Grantor hereby conveys and grants to the Grantee, its successors and assigns and its permittees and licensees, the perpetual right, privilege and authority to construct, alter, improve, repair, operate and maintain a sanitary sewer line, pipes and appurtenances, across, under, over and upon the following described lands and premises situated in the County of Snohomish, State of Washington, to-wit

SEE EXHIBIT "A" ATTACHED

Together with the right of ingress to and egress from said lands across adjacent lands of the Grantor, for the purpose of constructing, reconstructing, repairing, renewing, altering, changing, patrolling and operating said lines, and the right at anytime to remove said lines and appurtenances from said lands

The Grantor reserves the right to use the surface of the above-described easement in the manner now existing, but shall not erect any buildings, structures, patios, or other construction of any nature on said easement

Grantee shall replace any fences, lawn, shrubbery or land contours that are disturbed in connection with the exercise of the Grantee's rights hereunder, in as good condition as the same were immediately before the property was entered by the Grantee

**200102010432**

**In addition, this easement shall be subject to the following conditions and obligations:**

- 1 The Exhibit "A" property shall be entitled to receive one single-family residential connection to the trunk line without payment of recovery contract charges. Grantor, or Grantor's successor, will be required to pay applicable recovery contract charges for any additional connections. Payment of the City's sewer utility connection fee in effect at the time of connection will be required for all connections.
- 2 The recovery contract charge for applicable connections to the trunk line shall be based upon the number of lineal feet of frontage of the Exhibit "A" property on the trunk line, provided, said charge shall not exceed \$250.00 per lineal foot.
- 3 The duration of recovery contract charges shall be in accordance with the Revised Code of Washington, and Marysville Municipal Code Section 14.07.090, as now existing or hereafter amended.
- 4 Upon completion of the trunk line, no sewer manholes shall be constructed more than six (6) inches above grade.

The rights, title, privileges and authority hereby granted shall continue to be in force until such time as the Grantee, its successors or assigns, shall permanently remove said lines and appurtenances from said lands, or shall otherwise permanently abandon said lines, at which time all such rights, title, privileges and authority hereby granted shall terminate.

The Grantor also covenants to and with the Grantee that Grantor is lawfully seized and possessed of the land aforesaid, has a good and lawful right and power to sell and convey same, that same is free and clear of encumbrances, except as above indicated, and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever. This conveyance shall be a covenant running with the land, and shall be binding on the Grantor and its heirs, successors and assigns forever.

Any mortgage on said land held by the Mortgagee is hereby subordinated to the rights herein granted to the Grantee, but in all other respects the said mortgage shall remain unimpaired.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

GRANTOR



DONALD R. HENDRICKSON, as Successor Trustee  
of the Survivor's and Decedent's Trusts as set  
forth under Article V of the Amended and Restated  
Hendrickson Family Trust Dated October 24, 1996

**200102010432**



**EXHIBIT A**

TL 1-022 Hendrickson

**LEGAL DESCRIPTION**

THAT PORTION OF SECTION 3, TOWNSHIP 29 NORTH, RANGE 5 EAST OF W M ,  
BEGINNING AT A POINT 555 38 FEET SOUTH OF QUARTER CORNER ON NORTH  
BOUNDARY OF SECTION,  
THENCE EAST 1292 9 FEET,  
THENCE SOUTH 230 FEET,  
THENCE WEST 1919 7 FEET TO THE BANK OF EBEBY SLOUGH,  
THENCE NORTH 2° 24' EAST 50 FEET,  
THENCE NORTH 33° 51' WEST 210 FEET,  
THENCE EAST 740 FEET TO THE POINT OF BEGINNING, BEING PART OF GOVERNMENT  
LOTS 2 AND 3, RECORDS OF COUNTY AUDITOR, SAID COUNTY AND STATE, SECTION 3,  
TOWNSHIP 29 NORTH, RANGE 5 EAST, W M ,

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

**EASEMENT DESCRIPTION**

A STRIP OF LAND TEN FEET IN WIDTH LYING FIVE FEET ON EACH SIDE OF THE  
FOLLOWING DESCRIBED CENTERLINE,  
COMMENCING AT A POINT ON THE NORTH LINE OF SAID PROPERTY AT THE WEST LINE  
OF GOVERNMENT LOT 2,  
THENCE SOUTH 89° 07' 08" EAST ALONG THE NORTH LINE THEREOF 277 74 FEET TO THE  
POINT OF BEGINNING,  
THENCE SOUTH 1° 05' 05" WEST 246 82 FEET TO A POINT ON THE SOUTH LINE OF SAID  
PROPERTY DISTANT 285 37 FEET SOUTH 88° 38' 05" EAST FROM THE WEST LINE OF SAID  
GOVERNMENT LOT 2 AND TERMINUS OF SAID CENTERLINE  
SHORTENING AND LENGTHENING THE SIDE LINES OF SAID STRIP SO AS TO BEGIN AND  
END ON THE NORTH AND SOUTH LINES OF SAID PROPERTY  
TOGETHER WITH A TEMPORARY CONSTRUCTION EASEMENT TWENTY FEET IN WIDTH  
LYING EAST OF AND CONTIGUOUS TO SAID TEN FOOT STRIP

**200102010432**





200801150622 6 PGS  
01/15/2008 2:23pm \$47.00  
SNOHOMISH COUNTY, WASHINGTON

After Recording Return to:

CITY CLERK  
CITY OF MARYSVILLE  
1049 STATE AVENUE  
MARYSVILLE, WA 98270

**NO EXCISE TAX  
REQUIRED**

**JAN 15 2008**

KIRKE SIEVERS, Snohomish County Treasurer  
By KIRKE SIEVERS

**EASEMENT**

GRANTOR	<b>CHICAGO</b> 5741926	CITY OF MARYSVILLE	
GRANTEE		HENDRICKSON, DONALD R, Trustee	Add'l on p 1
LEGAL DESCRIPTION		Ptn Gov't Lots 2 and 3, 3-29-5	
		Snohomish County, WA	Add'l on p 1 - 4
TAX PARCEL #		290503-001-022-00	

6/47

FOR AND IN CONSIDERATION OF valuable consideration, the adequacy and receipt of which is hereby acknowledged, Grantor, CITY OF MARYSVILLE, a municipal corporation of the State of Washington, hereby grants and conveys unto Grantee, DONALD R. HENDRICKSON, as Trustee of the Survivor's Trust as set forth under Article V of the Amended and Restated Hendrickson Family Trust dated October 24, 1996, as to an undivided 31% interest, and DONALD R HENDRICKSON, as Trustee of the Decedent's Trust as set forth under Article V of the Amended and Restated Hendrickson Family Trust dated October 24, 1996, as to an undivided 69% interest, their heirs, successors and assigns, a perpetual, nonexclusive easement to construct, repair, operate and maintain a storm drainage pipeline through and under the following-described property of said Grantor (hereinafter the "Easement Property").

The North 10 feet, as measured perpendicular to and parallel with the North line of that certain property described in **EXHIBIT A** attached hereto and incorporated herein by this reference

TOGETHER WITH the right of ingress and egress for the purpose of constructing, reconstructing, repairing, patrolling, maintaining and operating said pipeline

AND TOGETHER WITH the right to discharge water onto the property described in **EXHIBIT A** in such location as shall be determined by Grantor or its successors or assigns

The Grantor reserves the right to use the surface of the above-described easement in any manner which does not interfere with Grantee's rights granted hereunder

This conveyance is conditioned upon the following

- 1 The discharge of water onto the property described in **EXHIBIT A** shall be in compliance with all local, state and federal codes and regulations, including water quality standards, now or hereafter in effect, and shall be subject to all provisions of any development permits or plans now or hereafter applicable to the Benefited Estate.
- 2 Grantee shall give Grantor at least 20 days advance written notice of intent to enter the property for purposes of constructing, repairing or maintaining the storm drainage pipeline, or such shorter notice as may be reasonable in the event of emergency work. Such notice will include a description of the work to be performed and anticipated dates and duration of work. Except in the case of emergencies, all such work will be performed weekdays between the hours of 7:00 a.m. and 5:00 p.m.
- 3 Grantee shall install the storm drain pipeline in compliance with all applicable local, state and federal codes and regulations, and the provisions of any approved system design, including, but not limited to, any filtration systems and flow regulators required to ensure the storm water meets applicable standards for water quality and flow rates.
- 4 Grantee shall at all times maintain the storm drain pipeline and system in good condition and in compliance with all applicable codes, and shall ensure the system continues to meet flow requirements and water quality standards, and performs to the system's design standards.
- 5 Grantee, at its own expense, shall repair any damage to the Easement Property or adjacent properties or improvements situated thereon caused by Grantee's use of the Easement Property. Grantee, at its own expense, shall replace any fences, lawn, shrubbery or land contours that are disturbed in connection with the exercise of the Grantee's rights hereunder, in as good or better condition as the same were immediately before the property was entered by the Grantee.
- 6 In the event Grantee fails to properly maintain or repair the storm drain line or system, or any appurtenances associated therewith, in proper functioning condition, after written notice from Grantor to Grantee, Grantor may make such repairs as shall be required to return the system to proper function. Such notice shall be given at least 30 days prior to Grantor making such repairs, or such shorter period as may be reasonable in the event emergency repairs are required. Grantee shall reimburse Grantor for all expenses of such repairs, together with interest at the rate of 12% per annum on all sums not paid within 30 days after invoice. Notice to Grantor shall be given by

personal service, or by certified mail, return receipt requested, addressed to Grantor at the taxpayer address of the Benefited Estate appearing in the records of the Snohomish County Assessor

7. Grantee shall indemnify, defend and hold harmless Grantor, its officers, agents and employees (collectively "Indemnitees") from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of, resulting from or occurring in connection with Grantee's and/or its contractor's use of the Easement Property (collectively "claims") Grantee agrees to and does hereby assume on behalf of Indemnitees the defense of any action at law or in equity which may be brought against any Indemnitee by reason of such claims and will pay on behalf of Indemnitees, upon their demand, the amount of any judgment that may be entered against Indemnitees or any of them in such action
- 8 Grantee shall bear and promptly pay all costs and expenses of its construction activities on the Easement Property and shall maintain the Easement Property free of all claims and liens arising from or related to Grantee's work thereon
- 9 In any proceeding brought to enforce this agreement or to interpret or determine the rights of the parties under this agreement, the prevailing party shall be entitled to collect, in addition to any judgment awarded by a court, a reasonable sum as attorneys' fees, and all costs and expenses incurred in connection with such a lawsuit, including attorneys' fees, costs, and expenses of any appeal of a judgment For purposes of this agreement, the prevailing party shall be that party in whose favor final judgment is rendered or who substantially prevails, if both parties are awarded judgment. The term "proceeding" shall mean and include arbitration, administrative, bankruptcy and judicial proceedings including appeals

Said easement is appurtenant to the following-described property of the Grantee (the "Benefited Estate"), and shall be construed as a covenant running with and for the perpetual benefit of said property

That portion of Section 3, Township 29 North, Range 5 East, W M , described as follows

Beginning at a point 555 38 feet South of quarter corner on North boundary of section,  
 Thence East 1,292 9 feet,  
 Thence South 230 feet,  
 Thence West 1, 919 7 feet to the bank of Ebey Slough,  
 Thence North 2°24' East 50 feet,  
 Thence North 33°51' West 210 feet,  
 Thence East 740 feet to the Point of Beginning,

Being part of Government Lots 2 and 3, Section 3, Township 29 North, Range 5 East, W M , Snohomish County, Washington,

EXCEPT that property described in **EXHIBIT A** attached hereto

The covenants, agreements, terms and conditions contained herein shall apply to, and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns

The rights, title, privileges and authority hereby granted shall continue to be in force until such time as the Grantee, its successors or assigns, shall permanently remove said pipeline from said lands, or shall otherwise permanently abandon or discontinue use of said line, at which time all such rights, title, privileges and authority hereby granted shall terminate PROVIDED, the rights hereby granted shall automatically terminate upon final approval of a plat, short plat, binding site plan or other development permit which provides for alternate storm drainage

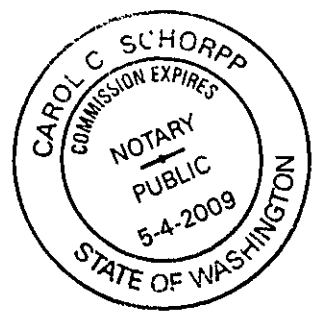
IN WITNESS WHEREOF, this easement is executed this 11 day of January, 2008

CITY OF MARYSVILLE, Grantor  
By Dennis L Kendall  
DENNIS L KENDALL, Mayor

STATE OF WASHINGTON )  
  )ss  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that DENNIS L KENDALL is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the CITY OF MARYSVILLE to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument

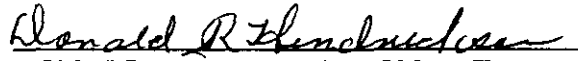
DATED this 11 day of January, 2008



Carol C Schorpp  
Carol C Schorpp  
[Legibly print name of notary]  
Notary Public in and for the State of Washington, residing at Monroe  
My commission expires 5/4/2009



APPROVED BY GRANTEE



DONALD R HENDRICKSON, as Trustee of the Survivor's Trust as set forth under Article V of the Amended and Restated Hendrickson Family Trust dated October 24, 1996, as to an undivided 31% interest, and DONALD R HENDRICKSON, as Trustee of the Decedent's Trust as set forth under Article V of the Amended and Restated Hendrickson Family Trust dated October 24, 1996, as to an undivided 69% interest

**EXHIBIT A**

THAT PORTION OF GOVERNMENT LOTS 2 AND 3, SECTION 3, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THAT PARCEL UNDER SPECIAL WARRANTY DEED RECORDED UNDER RECORDING NUMBER 200012010675, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, WHICH MEASURES SOUTH 2°47'23" WEST, A DISTANCE OF 555.38 FEET ALONG THE EAST LINE OF SAID GOVERNMENT LOT 3 FROM THE NORTH QUARTER CORNER OF SAID SECTION 3; THENCE SOUTH 89°07'08" EAST, A DISTANCE OF 251.97 FEET, MORE OR LESS, ALONG SAID NORTH LINE TO THE WEST LINE OF THE SOUTHERLY EXTENSION OF 59TH DRIVE NE (FORMERLY 44TH ST. NE), AS DESCRIBED PER THE PLAT OF WESTVIEW AT SUNNYSIDE II AS RECORDED UNDER AUDITORS FILE NUMBER 9808075002, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

THENCE SOUTH 01°05'04" WEST, ALONG THE SAID WEST LINE OF THE SOUTHERLY EXTENSION OF 59TH DRIVE NE, A DISTANCE OF 230.00 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF SAID PARCEL;

THENCE NORTH 89°07'08" WEST, A DISTANCE OF 866.93 FEET, MORE OR LESS, ALONG SAID SOUTH LINE TO THE HIGH ORDINARY WATER MARK LINE OF EBEBY SLOUGH AS FIELD LOCATED 5/4/2005;

THENCE NORTH 23°30'55" WEST, A DISTANCE OF 39.85 FEET ALONG SAID ORDINARY HIGH WATER MARK LINE;

THENCE NORTH 30°05'05" WEST, A DISTANCE OF 142.63 FEET ALONG SAID ORDINARY HIGH WATER MARK LINE;

THENCE CONTINUING ALONG SAID ORDINARY HIGH WATER MARK LINE NORTH 43°28'19" WEST, A DISTANCE OF 99.86 FEET TO THE NORTH LINE OF SAID PARCEL;

THENCE SOUTH 89°07'08" EAST, A DISTANCE OF 775.43 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING;

THE ABOVE DESCRIBED CONTAINING AN AREA OF 215,195 SQUARE FEET OR 4.94 ACRES MORE OR LESS.

