

# ALTA COMMITMENT FOR TITLE INSURANCE

Issued By agent:



**CHICAGO TITLE**  
COMPANY OF WASHINGTON

Commitment Number:

**500132201**  
**Amendment 1**

## NOTICE

**IMPORTANT - READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

## COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

## Chicago Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

Chris Swartz  
Authorized Officer or Agent

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**Transaction Identification Data for reference only:**

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT (TITLE ONLY):
Title Officer: Commercial Unit Chicago Title Company of Washington 3002 Colby Ave., Suite 200 Everett, WA 98201 Fax: (855)394-4817 Main Phone: (425)259-8205 Email: Everett.CU@ctt.com	

**Order Number: 500132201**

**SCHEDULE A**

1. Commitment Date: April 27, 2022 at 08:00 AM

2. Policy to be issued:

(a) ALTA Owner's Policy 2006

Proposed Insured:	Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below		
Proposed Policy Amount:	\$10,500.00		
Premium:		\$	247.00
Tax:		\$	24.21
Rate:	Standard coverage		
Total:		\$	271.21

(b) ALTA Loan Policy 2006

Proposed Insured:	Lender with contractual obligations under a loan agreement with the vested owner identified at Item 4 below or a purchaser		
Proposed Policy Amount:	\$10,500.00		
Premium:		\$	350.00
Tax:		\$	34.30
Rate:	Extended coverage		
Total:		\$	384.30

3. The estate or interest in the Land described or referred to in this Commitment is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Groundhog Land Development Company, LLC, a Washington limited liability company

5. The Land 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

**For APN/Parcel ID(s): 005907-000-105-00**

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Lot 105, Sunny Side Five Acre Tracts, according to the plat thereof, recorded in Volume 7 of Plats, Page 19, records of Snohomish County, Washington.

Situate in the County of Snohomish, State of Washington.

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AMERICAN  
LAND TITLE  
ASSOCIATION



**SCHEDULE B, PART I  
REQUIREMENTS**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Additional requirements and/or exceptions may be added as details of the transaction are disclosed to, or become known by the Company.
6. The application for title insurance was placed by reference to only a street address or tax identification number. The proposed Insured must confirm that the legal description in this report covers the parcel(s) of Land requested to be insured. If the legal description is incorrect, the proposed Insured must notify the Company and/or the settlement company in order to prevent errors and to be certain that the legal description for the intended parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.
7. If the Seller or Borrower intends to sign documents required to insure the transaction utilizing a remote online notary, please notify the Company immediately as additional underwriting requirements will need to be satisfied.

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**SCHEDULE B, PART I  
REQUIREMENTS**  
(continued)

## 8. Payment of the real estate excise tax, if required.

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

The rate of real estate excise tax for properties which are not formally classified and specially valued as timberland or agricultural land is:

State portion: 1.10% on any portion of the sales price of \$500,000 or less;  
1.28% on any portion of the sales price above \$500,000, up to \$1,500,000;  
2.75% on any portion of the sales price above \$1,500,000, up to \$3,000,000;  
3.00% on any portion of the sales price above \$3,000,000;

Local portion: 0.5% on the entire sales price.

An additional \$5.00 State Technology Fee must be included in all excise tax payments.

If the transaction is exempt, an additional \$5.00 Affidavit Processing Fee is required.

Any conveyance document must be accompanied by the official Washington State Excise Tax Affidavit, which can be found online [HERE](#). The applicable excise tax must be paid and the affidavit approved at the time of the recording of the conveyance documents. (NOTE: Real Estate Excise Tax Affidavits must be printed as legal size forms).

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**SCHEDULE B, PART I  
REQUIREMENTS**  
(continued)

9. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: Groundhog Land Development Company, LLC, a Washington limited liability company

- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
- c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

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

**END OF REQUIREMENTS**

**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:** Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

**Note B:** 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 105, Sunny Side Five Acre Tracts

Tax Account No.: 005907-000-105-00

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**SCHEDULE B, PART I  
REQUIREMENTS**  
(continued)

Note C: 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 D: Recording charges (per document title) for closings on July 26, 2021 and after for all Washington counties:

Deed of Trust - \$204.50 and \$1 for each additional page.  
Most other Docs, except as noted below - \$203.50 and \$1 for each additional page.  
Assignment of Deed of Trust, Substitution or Appointment of Successor Trustee - \$18.00 and \$1 for each additional page.  
Multiple titled documents are charged per applicable title.

Our Company uses Simplifile, a third party vendor, for electronic submission of documents to the County. In addition to the County recording fee each document recorded electronically will be billed an additional \$4.25 plus tax.

RECORDING CHARGES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

**END OF NOTES**

**END OF SCHEDULE B, PART I**

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**SCHEDULE B, PART II  
EXCEPTIONS**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared 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. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

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**SCHEDULE B, PART II  
EXCEPTIONS**  
(continued)

## SPECIAL EXCEPTIONS

1. Covenants, conditions, restrictions and easements 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, source of income, gender, gender identity, gender expression, medical condition or genetic information, 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 in the Restrictive Covenant for Alternative On-site Sewage System

Recording Date: April 16, 1993  
Recording No.: 9304160713

2. City of Marysville Recovery Contract No. 233 and the terms and conditions thereof:

Recording Date: May 30, 2001  
Recording No.: 200105300299

Partial Release of Recovery Contract recorded under Auditor's File No. 200107060109.

3. City of Marysville Recovery Contract No. 251 and the terms and conditions thereof:

Recording Date: April 24, 2003  
Recording No.: 200304240256

4. City of Marysville Recovery Contract No. 253 and the terms and conditions thereof:

Recording Date: April 24, 2003  
Recording No.: 200304240268

5. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, 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 Survey:

Recording No: 200606085248

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**SCHEDULE B, PART II  
EXCEPTIONS**  
(continued)

- 6. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
  - Granted to: Public Utility District No. 1 of Snohomish County
  - Purpose: Electric transmission and/or distribution line
  - Recording Date: June 26, 2019
  - Recording No.: 201906260482
  - Affects: A strip of land ten feet in width on the centerline of the electrical facilities as constructed, to be constructed, extended or relocated within Said premises
  
- 7. 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: 2022
  - Tax Account No.: 005907-000-105-00
  - Levy Code: 00513
  - Assessed Value-Land: \$486,500.00
  - Assessed Value-Improvements: \$392,500.00
  
  - General and Special Taxes:
  - Billed: \$8,667.83
  - Paid: \$0.00
  - Unpaid: \$8,667.83
  
- 8. Any unrecorded leaseholds, right of vendors and holders of security interests on personal property installed upon the Land and rights of tenants to remove trade fixtures at the expiration of the terms.

**END OF SCHEDULE B, PART II**

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**COMMITMENT CONDITIONS****1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I-Requirements;
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

**4. COMPANY'S RIGHT TO AMEND**

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

**5. LIMITATIONS OF LIABILITY**

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I-Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

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(continued)

- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**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.



Inquire before you wire!

## WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.  
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

**Federal Bureau of Investigation:**  
<http://www.fbi.gov>

**Internet Crime Complaint Center:**  
<http://www.ic3.gov>

## FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2021

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

### **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### **Collection of Browsing Information**

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

### **Other Online Specifics**

**Cookies.** When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

**Web Beacons.** We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

**Do Not Track.** Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

### **Use of Personal Information**

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

### **When Information Is Disclosed**

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

### **Choices With Your Information**

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.



**For Nevada Residents:** You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

**For Oregon Residents:** We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

**For Vermont Residents:** We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

### **Information From Children**

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

### **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

### **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

### **Your Consent To This Privacy Notice; Notice Changes; Use of Comments or Feedback**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

### **Accessing and Correcting Information; Contact Us**

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, visit FNF's [Opt Out Page](#) or contact us by phone at (888) 934-3354 or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue,  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer

RESTRICTIVE COVENANTS see Volume 1299 of Official Records, page 66 HENRY B. WHALEN, County Auditor By M. WENER

# SUNNY SIDE FIVE ACRE TRACTS

C.M. Anderson Engineering Co. Seattle.

SNOHOMISH COUNTY WASHINGTON

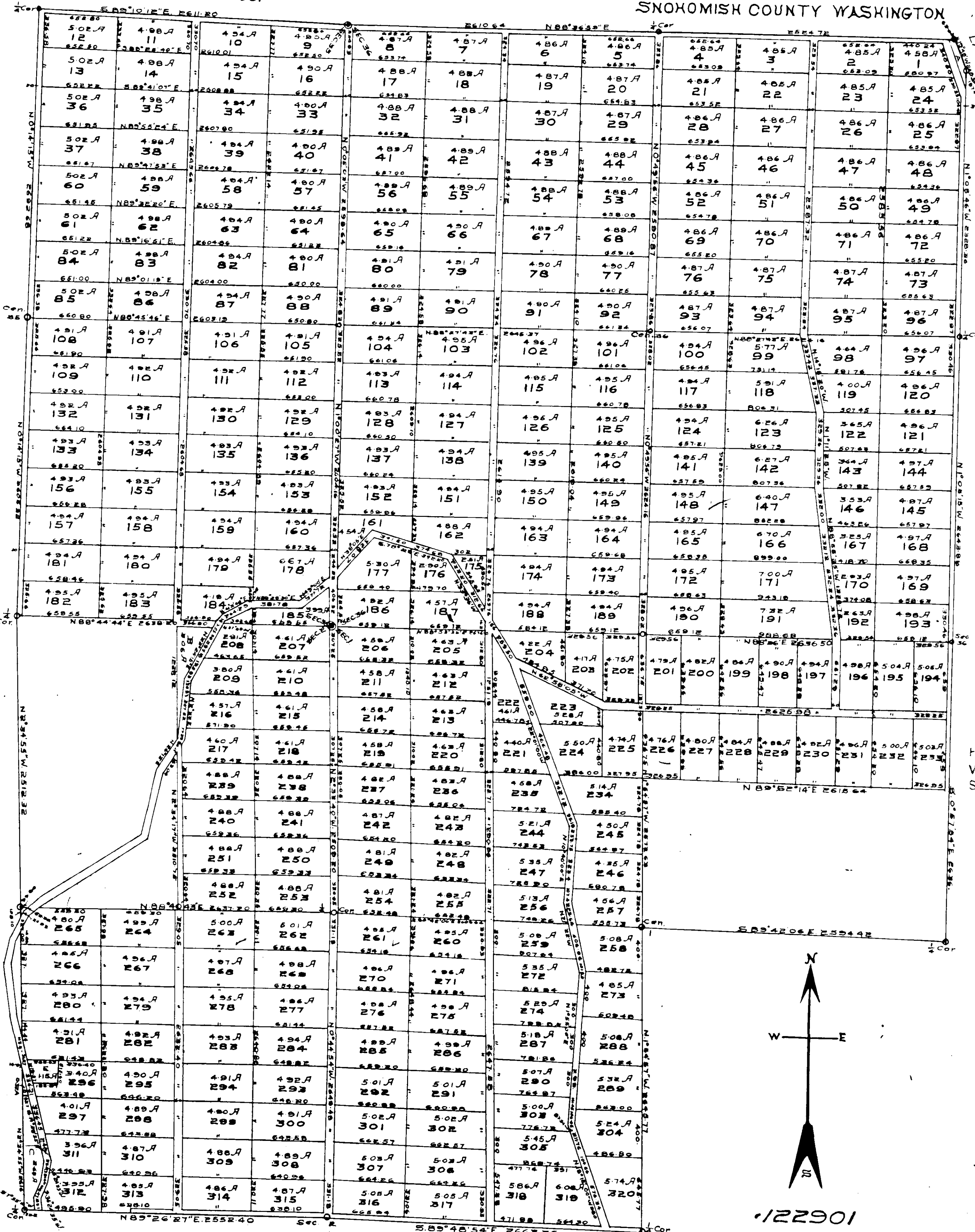
Scale 1" = 800ft.

For RESTRICTIVE COVENANTS see Volume 1300 of Official Records, page 623 HENRY B. WHALEN, County Auditor

DESCRIPTION By M. WENER

This plat of Sunny Side Five Acre Tracts embraces the E 1/2 of Sec 35 and all of Sec. 36 Twp 30 N. R. 5 E. Also lots 1, 2, 3 and 4, and the S 1/2 of NW 1/4 and the SW 1/4 Sec 1, and Lot 1 and SE 1/4 and SE 1/4 of NE 1/4 of Sec 2 of Twp 29 N. R. 5 E. Snohomish County, Washington.

The dimensions of Tracts and roads are shown upon the face of the plat in feet. The tract dimensions and areas include to the centers of the adjacent roads. Each corner of each tract is marked by a numbered post. Stone monuments are set at points marked thus o



## DEDICATION

Know all men by these presents; That the Suburban Home Land Company, a corporation duly organized and existing under the laws of the State of Washington, and having its principal place of business in the City of Everett, owner in fee simple of the above described tracts of land, does hereby declare this plat of "Sunny Side Five Acre Tracts" and dedicates to the use of the public forever all the roads shown thereon. In witness whereof said corporation has caused its name to be subscribed and corporate seal affixed by its President and Secretary this 20th day of August 1907

Signed and sealed  
in the presence of:  
Thomas W Cobb

Suburban Home Land Company  
William Haferhorn  
its President.  
E. M. Metzger  
its Secretary.



For RESTRICTIVE COVENANTS see Volume 1300 of Official Records, page 623 DEAN V. WILLIAMS, County Auditor

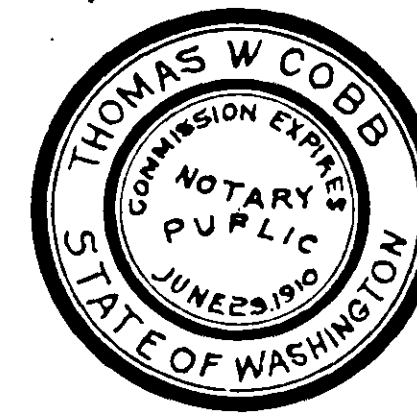
## ACKNOWLEDGMENT

State of Washington } ss. For Covenant at 133 see Volume 1384 of Official Records, page 1231 DEAN V. WILLIAMS, County Auditor By J. Wells

County of Snohomish } ss.

On this 20th day of August A.D. 1907 before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Wm Haferhorn, to me known to be the President and E.M. Metzger, to me known to be the Secretary of the corporation that executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and on oath stated that they were authorized to execute the said instrument and that the seal attached is the seal of said corporation

In witness whereof I have set my hand and affixed my official seal the day and year in this certificate first above written.



Thomas W Cobb  
Notary Public in and for the State of Washington, residing at Everett.  
Covenants Restrictions & Reservations see Volume 1384 of Official Records, page 1231 DEAN V. WILLIAMS, County Auditor By J. Wells

Approved this 23rd day of Sept. A.D. 1907  
Elmer Lenfest  
County Engineer.

Office of County Auditor, County of Snohomish, State of Washington. } ss.

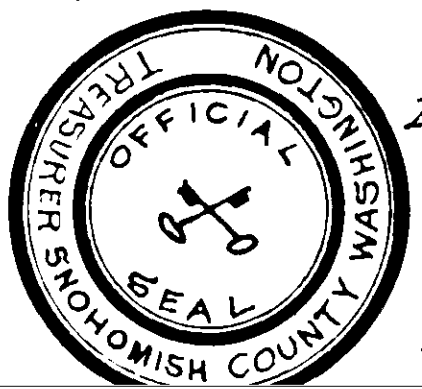
Filed for record at request of Snohomish Co. Abstract Co. on Sept. 3, 1907, at 45 minutes past 12 o'clock P.M.

Approved this 23rd day of Sept. A.D. 1907  
County Auditor.

I, W.F. Booth, Treasurer of Snohomish County, State of Washington, do hereby certify that all taxes, as shown by the tax rolls of said county, have been fully paid up to and including taxes for the year 1907, on the following described property, to wit;

Lots 1, 2, 3, 4, the S 1/2 of NW 1/4, all the SW 1/4 of Sec 1, Lot 1, the SE 1/4 of NE 1/4 and all the SE 1/4 of Sec 2, all in Twp 29, N Range 5 East, W.M. All the E 1/2 of Sec 35, and all of Sec 36, in Twp 30 N. Range 5 East, W.M.

Dated at Everett, Wash, this 20th day of August, 1907



W.F. Booth, Co. Treas.  
By C.L. Lowry, Deputy

By Deputy

Approved this 23rd day of Sept. A.D. 1907  
A.H.B. Jordan  
Chairman Board of County Comm.

For location of that certain plat, see Volume 1384 of Official Records, page 1231 DEAN V. WILLIAMS, County Auditor By J. Wells

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

7/19  
6/19



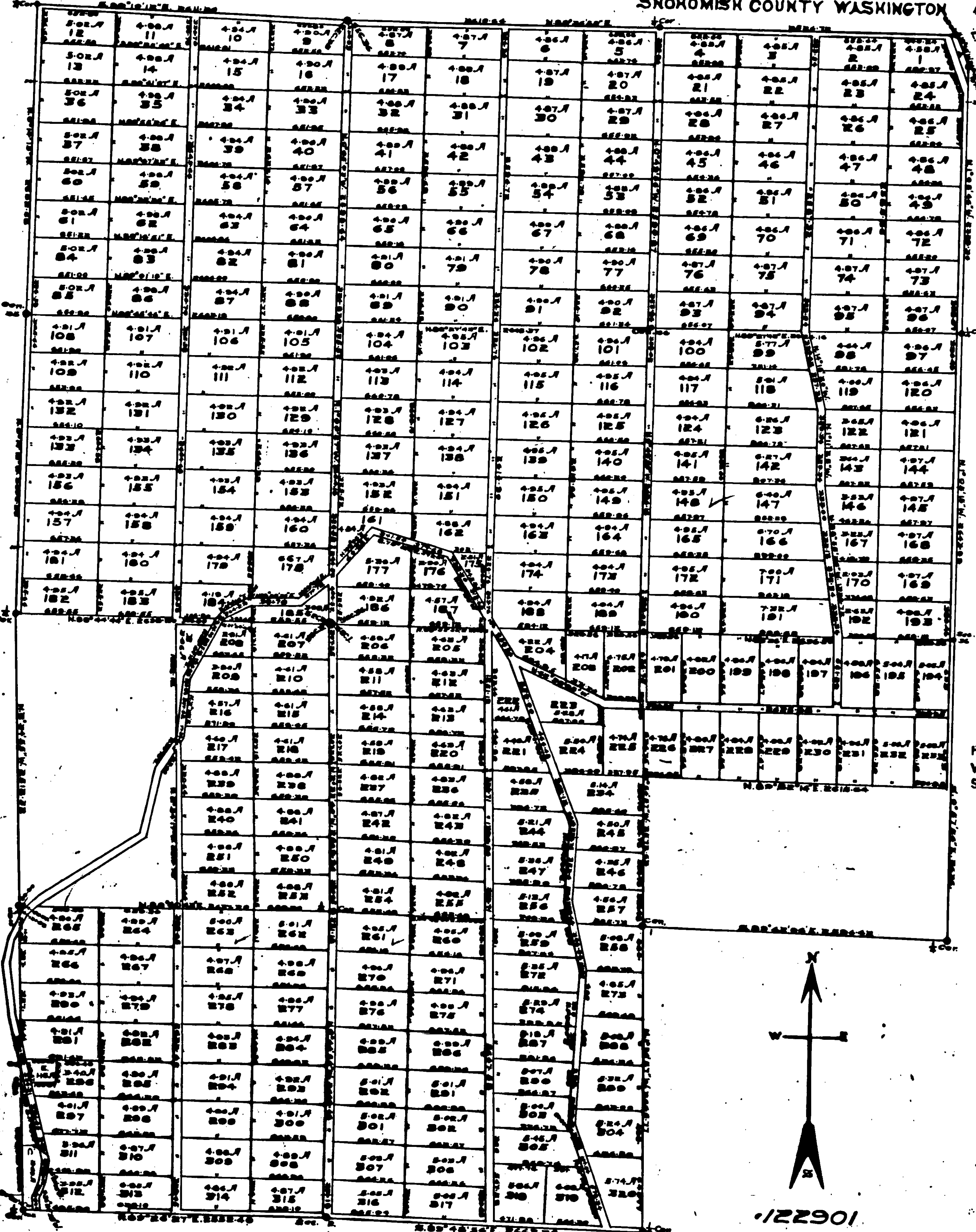
RESTRICTIVE COVENANTS  
 Volume 1300 of Official Records, page 66  
 HENRY B. WHALEN, County Auditor By M. NENER

# SUNNY SIDE FIVE ACRE TRACTS

C.M. Anderson Engineering Co.  
 Seattle.

SNOHOMISH COUNTY WASHINGTON

Scale 1/4" = 800ft.  
 For RESTRICTIVE COVENANTS see  
 Volume 1300 of Official Records, pages 627-628  
 HENRY B. WHALEN, County Auditor  
 DESCRIPTION By M. NENER



This plat of Sunny Side Five Acre Tracts embraces the E 1/2 of Sec. 35 and all of Sec. 36 Twp. 30 N. R. 5 E. Also lots 1, 2, 3 and 4, and the S 1/2 of NW 1/4 and the SW 1/4 Sec. 1, and Lot 1 and SE 1/4 and SW 1/4 of NE 1/4 of Sec. 2 of Twp. 30 N. R. 5 E. Snohomish County, Washington. The dimensions of Tracts and roads are shown upon the face of the plat in feet. The tract dimensions and areas include to the centers of the adjacent roads. Each corner of each tract is marked by a numbered post. Stone monuments are set at points marked thus o

## DEDICATION

Know all men by these presents; That the Suburban Home Land Company, a corporation duly organized and existing under the laws of the State of Washington, and having its principal place of business in the City of Everett, owner in fee simple of the above described tracts of land, does hereby declare this plat of Sunny Side Five Acre Tracts and dedicates to the use of the public forever all the roads shown thereon. In witness whereof said corporation has caused its name to be subscribed and corporate seal affixed by its President and Secretary this 20th day of August 1907.

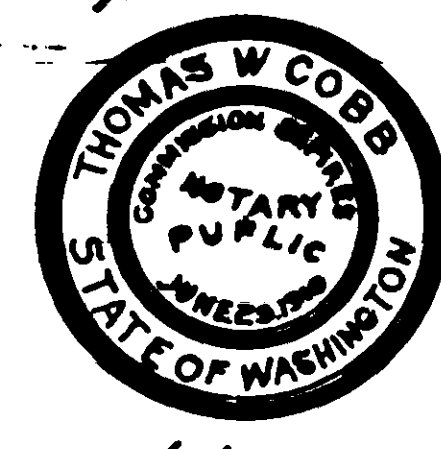
Signed and sealed  
 in the presence of:  
 Thomas W. Cobb  
 Suburban Home Land Company  
 its President.  
 E. M. Metzger  
 its Secretary.



RESTRICTIVE COVENANTS  
 this PLAT see  
 Volume 1300 of Official Records page 627  
 STANLEY DUBUQUE, County Auditor  
 By: MANTON H. NENER, DEPUTY

## ACKNOWLEDGMENT

State of Washington }  
 County of Snohomish } ss.  
 On this 20th day of August A.D. 1907 before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Wm Hoferhorn, to me known to be the President and E.M. Metzger, to me known to be the Secretary of the corporation that executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and on oath stated that they were authorized to execute the said instrument and that the seal attached is the seal of said corporation. In witness whereof I have set my hand and affixed my official seal the day and year in this certificate first above written.



Thomas W. Cobb  
 Notary Public in and for the State of Washington, residing at Everett.  
 Covenants, Restrictions & Reservations  
 For Plate 279 see  
 Volume 1300 of Official Records, page 627  
 DEAN V. WILLIAMS, County Auditor By J.

I, W.R. Booth, Treasurer of Snohomish County, State of Washington, do hereby certify that all taxes, as shown by the tax rolls of said county, have been fully paid up to and including taxes for the year 1907, on the following described property, to wit:  
 Lots 1, 2, 3, 4, the S 1/2 of NW 1/4, all the SW 1/4 of Sec. 1, Lot 1, the SE 1/4 of NE 1/4 and all the SE 1/4 of Sec. 2, all in Twp. 30 N. Range 5 East, W.M. All the E 1/2 of Sec. 35, and all of Sec. 36, in Twp. 30 N. Range 5 East, W.M.

Office of County Auditor,  
 County of Snohomish, } ss.  
 State of Washington.  
 Filed for record at request  
 of Snohomish Co. Abstract Co. on  
 Sept. 3, 1907, at 45 minutes past 12  
 o'clock P.M.  
 J. H. Fulmer  
 County Auditor.

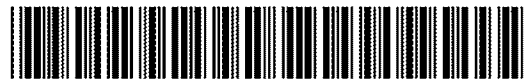
Approved this 22nd day of Sept. A.D. 1907  
 Elmer Lenfest  
 County Engineer.  
 Approved this 22nd day of Sept. A.D. 1907  
 A. H. B. Jordan  
 Chairman Board of County Comm.



Dated at Everett, Wash, this 20th day of August, 1907  
 W.R. Booth, Co. Treas.  
 By C.L. Lowry, Deputy.  
 said NW 1/4 is BOUNDED on the North  
 by part 161 in the South by TRACT 177, ON THE WEST BY ROAD  
 FROM AS 3RD AVE NE AND ON THE NEELY SIDE BY THE  
 SOUTH LINE OF THAT 40 FT. DEEDED COMPANY.

Has location of that certain platted road, bounded  
 on the South by lot 185, and on the north by lots  
 178 and 184, extending from a point 30 ft west  
 of the East line of Sec. 35, thence southwesterly  
 along said platted road, to a point 30 ft north

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



**202201110678**

**DEEDS (EXCEPT QCDS)**

Rec: \$206.50

1/11/2022 3:38 PM 1 of 4

SNOHOMISH COUNTY, WA

Electronically Recorded

**When recorded return to:**

Joseph Ferrick  
Groundhog Land Development Company, LLC, a  
Washington limited liability company  
150 131st Avenue NE  
Bellevue, WA 98005

Thank you for your payment.  
E179793 \$19,575.00  
SARA H. 01/11/2022

Filed for record at the request of:



**CHICAGO TITLE**

COMPANY OF WASHINGTON

3002 Colby Ave., Suite 200  
Everett, WA 98201

Escrow No.: 500115326

**STATUTORY WARRANTY DEED**

THE GRANTOR(S) Paul G. Kostenick, Jr and Cynthia A. Kostenick, husband and wife

for and in consideration of Ten And No/100 Dollars (\$10.00) , and other valuable consideration  
in hand paid, conveys, and warrants to Groundhog Land Development Company, LLC, a Washington  
limited liability company

the following described real estate, situated in the County of Snohomish, State of Washington:

Lot 105, Sunny Side Five Acre Tracts, according to the plat thereof, recorded in Volume 7 of Plats,  
Page 19, records of Snohomish County, Washington.

Situate in the County of Snohomish, State of Washington.

Abbreviated Legal: (Required if full legal not inserted above.)

Tax Parcel Number(s): 005907-000-105-00

Subject to:

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

**500115326**  
**INSURED BY**  
**CHICAGO TITLE**

STATUTORY WARRANTY DEED  
(continued)

Dated: January 7, 2022

Paul G. Kostenick, Jr.  
Paul G. Kostenick, Jr

Cynthia A. Kostenick  
Cynthia A. Kostenick

State of Washington  
County of Whatcom

I certify that I know or have satisfactory evidence that Paul G. Kostenick and Cynthia A. Kostenick is/are the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this of instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 1/10/2022



Alexandria Denise Lloyd  
Name: Alexandria Denise Lloyd  
Notary Public in and for the State of Washington  
Residing at: Stimwood  
My appointment expires: 12/09/22

**EXHIBIT "A"**  
Exceptions

1. Covenants, conditions, restrictions and easements 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, source of income, gender, gender identity, gender expression, medical condition or genetic information, 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 in the Restrictive Covenant for Alternative On-site Sewage System

Recording Date: April 16, 1993  
Recording No.: 9304160713

2. City of Marysville Recovery Contract No. 233 and the terms and conditions thereof:

Recording Date: May 30, 2001  
Recording No.: 200105300299

Partial Release of Recovery Contract recorded under Auditor's File No. 200107060109.

3. City of Marysville Recovery Contract No. 251 and the terms and conditions thereof:

Recording Date: April 24, 2003  
Recording No.: 200304240256

4. City of Marysville Recovery Contract No. 253 and the terms and conditions thereof:

Recording Date: April 24, 2003  
Recording No.: 200304240268

5. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, 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 Survey:

Recording No: 200606085248

6. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Public Utility District No. 1 of Snohomish County  
Purpose: Electric transmission and/or distribution line  
Recording Date: June 26, 2019  
Recording No.: 201906260482

**EXHIBIT "A"**

Exceptions  
(continued)

**Affects:** A strip of land ten feet in width on the centerline of the electrical facilities as constructed, to be constructed, extended or relocated within Said premises

9304160713

RESTRICTIVE COVENANT FOR  
ALTERNATIVE ON-SITE SEWAGE SYSTEM

Michael J. Mulligan AND DENEEN R. Mulligan, owners of the following described property situated in the County of Snohomish, State of Washington, to-wit:

Property Tax Account No.: 5907-000-105-0007

Legal description: LOT 105, SUNNYSIDE FIVE ACRE TRACTS, AS PER plat recorded in Volume 7 of Plats, Page 19, Records of Snohomish County, Washington

Do hereby grant Snohomish Health District personnel with the rights of ingress and egress over, along and across the above described property at reasonable times for the purpose of monitoring and recording data pertinent to the alternative on-site sewage disposal system.

Said restrictive covenant is appurtenant to the present and future owners, their heirs, successors and assigns on the above described property and is hereby declared to be a restrictive covenant running with the land.

The grantor agrees to cancel this restrictive covenant at such time Snohomish Health District will approve cancellation of same.

DATED THIS 4 day of April, 1993.

Michael J. Mulligan  
(Owner's Name)

Deneen Mulligan  
(Owner's Name)

Marie Knowles  
Notary Public and for the  
State of Washington,  
residing at Marysville

REV: 01/14/91dmk

DEAN V. WILLIAMS, Auditor  
SNOHOMISH COUNTY WASH.  
JEPY  
MAY

93 APR 16 P4:22

RECORDED



200105300299



200105300299

05/30/2001 10:53 AM Snohomish  
P.0007 RECORDED County

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)

CITY OF MARYSVILLE RECOVERY CONTRACT NO 333

Grantor(s) (Last name first, then first name and initials)

THE CITY OF MARYSVILLE

Grantee(s) (Last name first, then first name and initials)

THE CITY OF MARYSVILLE

Legal description (abbreviated i e , lot, block, plat or section, township, range, qtr /qtr )

Sections 34 & 35 Twp 30 N, R 5 E, WM  
Sections 2, 3, & 11 Twp 30 N, R 5 E, WM

\_ Additional legal is on page 5 of document

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

Assessor's Property Tax Parcel/Account Number

Including Tax parcel Number 343005-3-010-00

\_ 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

**CITY OF MARYSVILLE**  
**RECOVERY CONTRACT NO. 233**

The CITY OF MARYSVILLE wishes to establish a fair fee for latecomers benefiting from Phase I of the Trunk D Sewage Lift Station, for which the City has utilized 100% City funding for the benefit of a specific area, that area described in the attached **EXHIBITS A, B, and C**

WITNESSETH

WHEREAS, the City has constructed and installed a sanitary sewage lift station and force main system, known as Trunk D, Phase I, to serve the properties within the service area designated on the attached **EXHIBIT A**. Said utility system consists of a 2000 gpm maximum capacity lift station, underlying property, associated appurtenances, and approximately 460 lineal feet of twelve-inch ductile iron force main. The lift station and force main are shown on **EXHIBIT B** attached hereto.

WHEREAS, the City has constructed the utility system at its own cost and has accepted ownership and maintenance of the same under its sole jurisdiction, and

WHEREAS, the City desires to record the pro-rata costs pursuant to Chapter 35 91 RCW, providing for reimbursement to the City for construction and installation costs by subsequent users of the system, NOW, THEREFORE,

In consideration of the covenants bargained for and given in exchange, the City decrees the following

1. The original costs due to the City of that portion of the system covered by this Recovery Contract was ONE MILLION ONE HUNDRED TWENTY THOUSAND FIVE SIXTY FOUR HUNDRED DOLLARS AND FORTY-SIX CENTS (\$1,120,564.46) for the system, and such costs were borne solely by the City.

2. The property subject to this Recovery Contract shall be all real property located within the boundaries depicted in **EXHIBITS A and B**, and which are within the service area legally described in **EXHIBIT C**, which are attached and incorporated by these references. Said property consists of approximately 1030 acres

3. The maximum amount recoverable under this contract is \$1,120,564.46. Itemized costs are shown on **EXHIBIT D** attached hereto

**200105300299**

4 From the date of this contract, the City shall require the owners of all real estate within the **EXHIBIT C** property who hereafter connect to the above-described system, to pay a fair pro-rata share of the cost of the original construction. This fair pro-rata share shall be determined by the number of new dwelling units constructed on the property located in **EXHIBIT C**. This, however, does not include any other capital improvement charges or connection fees levied by the City, whether it is by square footage of the area served and/or a flat fee. No property extending beyond the limits of the service area of the above-described system shall be served by said system unless there is an extension which is constructed and financed in accordance with State and local laws and ordinances, and the benefited property owners pay their fair pro-rata share of the improvements described in this contract.

5. The fair pro-rata share is hereby established to be \$ 765.41 per equivalent residential units.

6. No person, firm or corporation shall be granted a permit or be authorized by the City to connect to or use the above-described system without first paying the City, in addition to any and all of their costs and charges made or assessed for such connection or use, the amount as herein above required.

DATED this 7<sup>th</sup> day of May, 2001

Attest

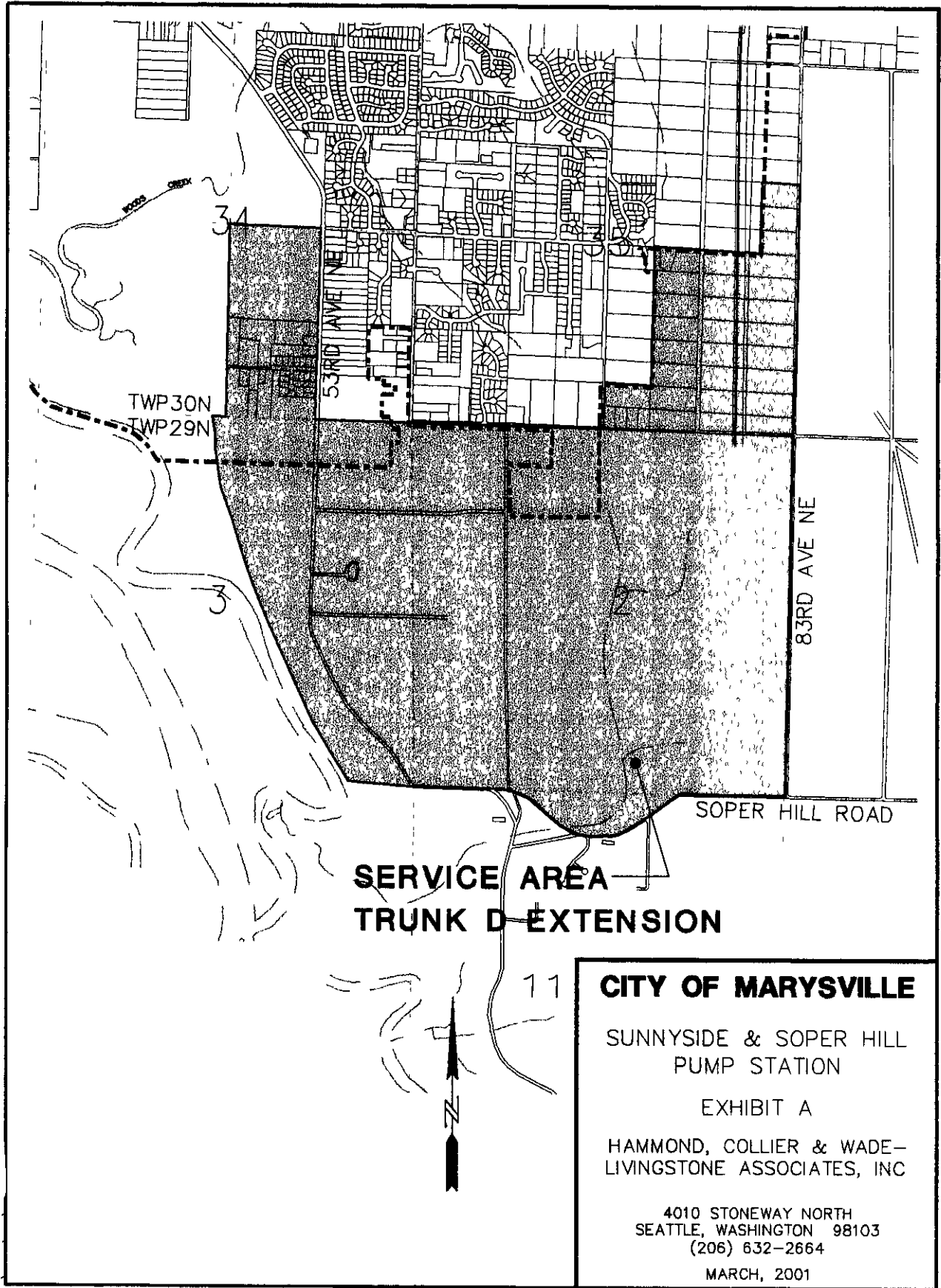
CITY OF MARYSVILLE

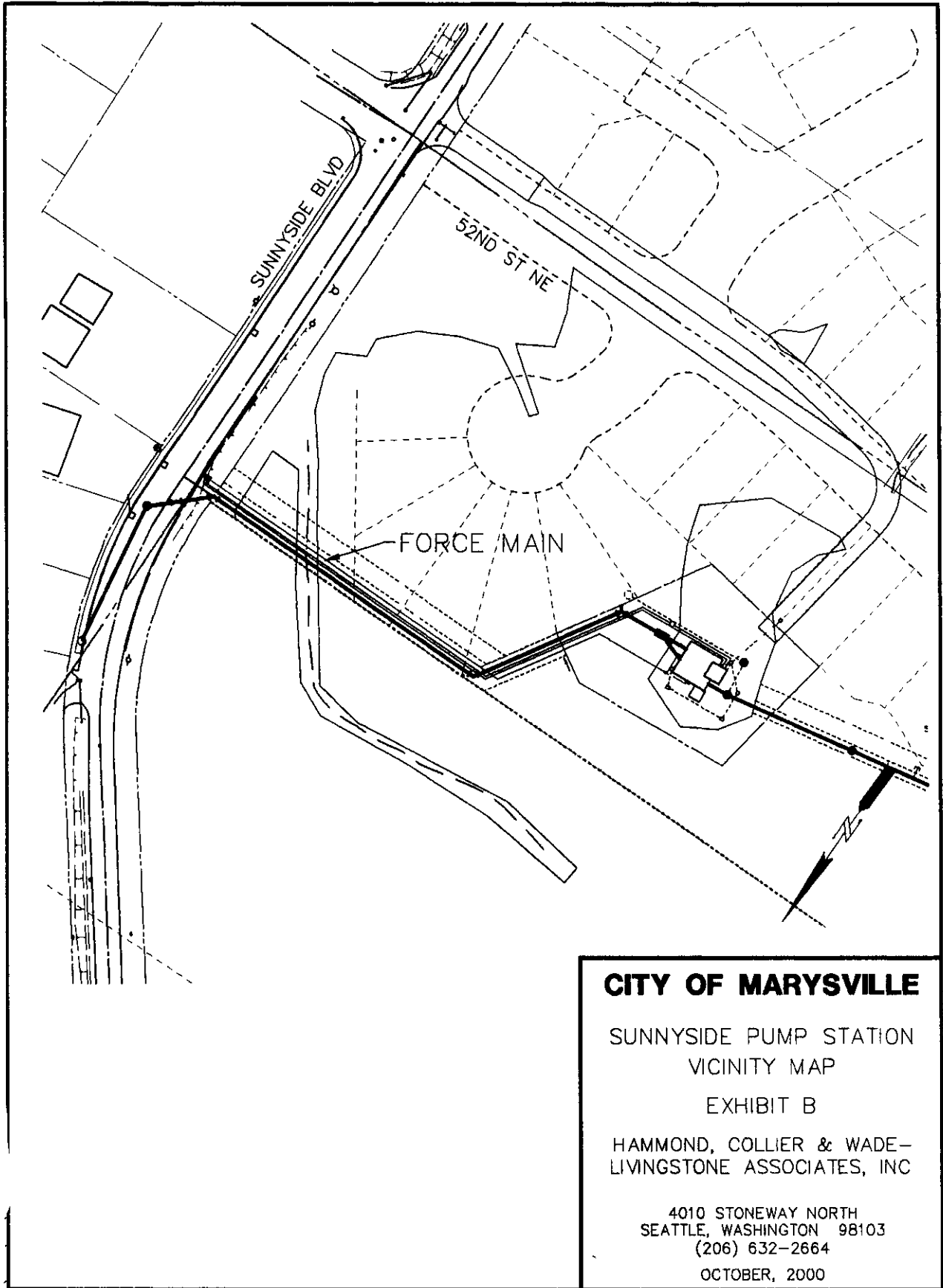
Perry Becker  
City Clerk

David Weston  
Mayor

APPROVED AS TO FORM

By Grant K. Weed  
City Attorney





## **EXHIBIT C**

### **City of Marysville Service Area Trunk D, Phase 1 Boundary Description**

Those portions of Sections 34 and 35 in Township 30 North and Sections 2,3, and 11 in Township 29 North all in Range 5 East, W.M., more particularly described as follows.

BEGINNING at the center of said section 34; thence east along the east-west centerline thereof to the west margin of 53<sup>rd</sup> Avenue Northeast, thence south along said west margin to the south line of said section 34; thence east along the south line thereof and the south line of said section 35 to the east margin of 75<sup>th</sup> Avenue Northeast; thence north along said east margin to the northwest corner of Tract 181 of Sunnyside Five Acre Tracts as recorded in Volume 7 of Plats on page 19, records of Snohomish County Washington; thence east along the north line of said Tract to the southwest corner of Tract 158 of said plat, thence north along the west lines of Tracts 158, 155, 134, 131, 110 and 107 to the northwest corner of said Tract 107, thence east along the north line thereof and its extension to the southwest corner of Tract 87; thence continuing east along the south line thereof to the southwest corner of said Tract 88, thence north along the west lines of Tracts 88, 81, and 64 to the northwest corner of Tract 64 of said plat; thence east along the north line of said Tract 64 to the west margin of 83<sup>rd</sup> Avenue Northeast, thence south along said west margin to the north line of said section 2, thence continuing south along said west margin to the north margin of Soper Hill Road; thence west along said north margin in said sections 2 and 11 to the south line of the southwest quarter of said section 2; thence west along said south line and its extension along the south line of said section 3 to the ten foot elevation contour line based on National Geodetic Vertical Datum, 1929, thence northerly along said contour line through section 3 and into said section 34 to the intersection with the north line of 46<sup>th</sup> Street Northeast extended west, thence east along said extended line to the north-south centerline of said section 34; thence north along said centerline to the center of said section and POINT OF BEGINNING.

**EXHIBIT D**

**TRUNK D GRAVITY SEWER  
PROJECT COST SUMMARY**

Accrued Project Costs	
Survey	\$16,933.33
Easement Acquisition	\$10,000.00
Geotechnical	\$29,480.00
Environmental Analysis	\$16,175 00
Design	\$80,000.00
Electrical & Telemetry	\$13,700 00
Construction Admin	\$83,400 00
Materials Testing	\$2,356.00
Project Admin	<u>\$6,000.00</u>
Subtotal	\$258,044.33
Construction Costs	
Pump Station	\$797,153 54
WSST @ 8 2%	<u>\$65,366.59</u>
Subtotal	\$862,520 13
Total Construction Costs	\$1,120,564 46



200304240256 6 PGS  
04-24-2003 11:27am \$24.00  
SNOHOMISH COUNTY, WASHINGTON

Return Address

CITY OF MARYSVILLE  
4822 GROVE STREET  
MARYSVILLE, WA 98270

Please print or type information

<p><b>Document Title(s)</b> (or transactions contained therein):</p> <p>CITY OF MARYSVILLE RECOVERY CONTRACT NO. 251</p>
<p><b>Grantor(s)</b> (Last name first, then first name and initials)</p> <p>THE CITY OF MARYSVILLE</p>
<p><b>Grantee(s)</b> (Last name first, then first name and initials)</p> <p>THE CITY OF MARYSVILLE</p>
<p><b>Legal description</b> (abbreviated: i.e., lot, block, plat or section, township, range, qtr./qtr.)</p> <p>Portions of Sections 2, 3 and 11 in Township 29 North and Section 35 in Township 30 North, Range 5 East</p> <p><input checked="" type="checkbox"/> Additional legal is on page <u>5</u> of document.</p>
<p><b>Reference Number(s) of Documents assigned or released:</b> N/A</p>
<p><b>Assessor's Property Tax Parcel/Account Number</b></p> <p><input type="checkbox"/> Additional parcel numbers on page ___ of document.</p>
<p>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.</p>



**CITY OF MARYSVILLE**  
**RECOVERY CONTRACT NO. 251**

The CITY OF MARYSVILLE wishes to establish a fair fee for latecomers benefiting from Phase II of the Trunk D Sewage Lift Station, for which the City has utilized 100% City funding for the benefit of a specific area, that area described in the attached **EXHIBITS B and C**.

**WITNESSETH:**

**WHEREAS**, the City has constructed and installed a sanitary sewage lift station and force main system, known as Trunk D, Phase II, to serve the properties within the service area designated on the attached **EXHIBIT B and C**. Said utility system consists of a 1500 gpm maximum capacity lift station, underlying property, associated appurtenances, and approximately 4,250 lineal feet of ten-inch ductile iron force main.

**WHEREAS**, the City has constructed the utility system at its own cost and has accepted ownership and maintenance of the same under its sole jurisdiction; and

**WHEREAS**, the City desires to record the pro-rata costs pursuant to Chapter 35.91 RCW, providing for reimbursement to the City for construction and installation costs by subsequent users of the system; **NOW, THEREFORE**,

In consideration of the covenants bargained for and given in exchange, the City decrees the following:

1. The original cost expended by the City to construct that portion of the system covered by this Recovery Contract was **NINE HUNDRED EIGHTY THOUSAND, SIX HUNDRED THIRTY FOUR AND FIFTEEN CENTS (\$980,634.15)**. Such costs were borne solely by the City.
2. The property subject to this Recovery Contract shall be all real property located within the boundaries depicted in **EXHIBITS B**, and which are within the service area legally described in **EXHIBIT C**, each of which are attached and incorporated by this reference. Said property consists of approximately 1030 acres and 1667 dwelling units.
3. The maximum amount recoverable under this contract is \$980,634.15. Itemized costs are shown on **EXHIBIT A** attached hereto and incorporated by this reference.

4. From the date of this contract as set forth below, the City shall require the owners of all real estate within the **EXHIBITS B and C** property who hereafter connect to the above-described system, to pay a fair pro-rata share of the cost of the original construction. This fair pro-rata share shall be determined by the number of new dwelling units anticipated to be constructed on the property located in **EXHIBITS B and C**. This, however, does not include any other capital improvement charges or connection fees charged by the City pursuant to ordinance. No property located outside the area described in Exhibits B and C shall be served by said system unless there is an extension which is constructed and financed in accordance with State and local laws and ordinances, and the benefited property owners pay their fair pro-rata share of the improvements described in this contract.

5. The fair pro-rata share is hereby established to be \$594.6841 per dwelling unit.

6. No person, firm or corporation shall be granted a permit or be authorized by the City to connect to or use the above-described system without first paying the City, in addition to any and all of their costs and charges made or assessed for such connection or use, the amount as herein above required.

DATED this 3rd day of March, 2003.

Attest:

CITY OF MARYSVILLE

Perry Becker  
City Clerk

David Weiser  
Mayor

APPROVED AS TO FORM:

By Grant K. Wood  
City Attorney

**EXHIBIT A  
Trunk D Phase II  
Lift Station and Force Main**

**COSTS**

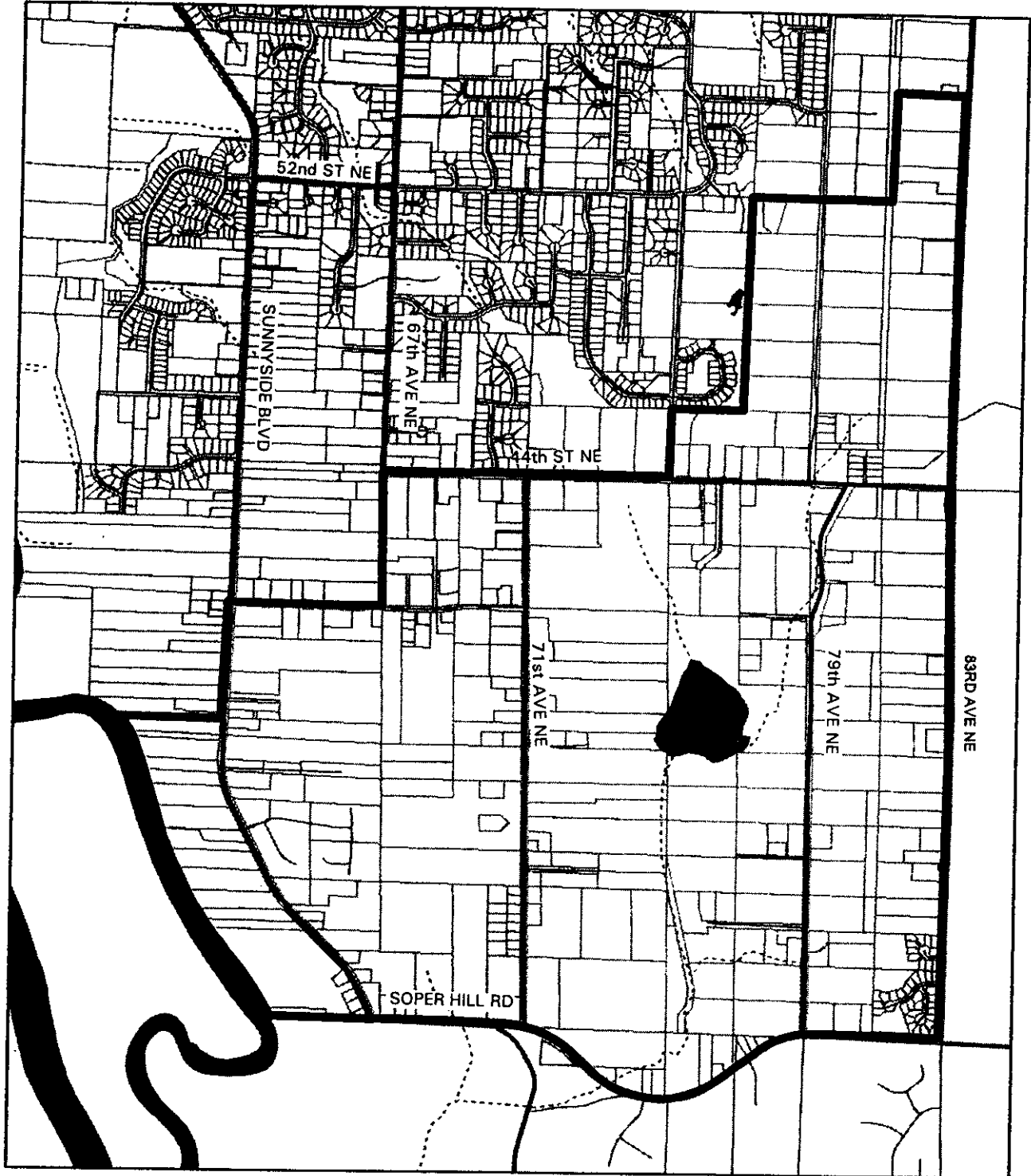
1. Construction	\$769,462.69
2. Engineering Design	\$61,487.46
3. Construction Management	\$109,487.02
4. City Project Management	\$7,984.62
5. Sno. County Permits	\$10,177.71
6. PUD Charges	\$20,459.34
7. Administration	<u>\$1,575.31</u>

**TOTAL = \$980,634.15**

**PRO-RATA SHARE**

Number of dwelling units in service area: 1649 du

Pro-rata share:  $\$980,634.15/1649 = \$594.6841/\text{du}$



# Sunnyside Lift Station Service Area



EXHIBIT B




## EXHIBIT C

### City of Marysville Service Area Soper Hill Pump Station Boundary Description

Those portions of Sections 2, 3, and 11 in Township 29 North and Section 35 in Township 30 North all in Range 5 East, W.M. more particularly described as follows:

BEGINNING at the north  $\frac{1}{4}$  section corner of said section 3; thence east along the north line of said section 3 to the east margin of 53<sup>rd</sup> Avenue NE (also known as Sunnyside Blvd.); thence south along the east margin of 53<sup>rd</sup> Avenue to the south margin of 40<sup>th</sup> Street being the True Point of Beginning: Thence east along the south margin of 40<sup>th</sup> Street to the east line of section 3; thence north along the east line of section 3 to the NW  $\frac{1}{4}$  corner of said section 2: thence east along the north line of said section 2 to the east margin of 75<sup>th</sup> Avenue NE; thence north along said east margin to the northwest corner of Tract 181 of Sunnyside Five Acre Tracts as recorded in Volume 7 of Plats on page 19, records of Snohomish County Washington; thence east along the north line of said Tract 181 to the southwest corner of Tract 158 of said plat; thence north along the west lines of Tracts 158, 155, 134, 131, 110, and 107 to the northwest corner of said Tract 107; thence east along the north line thereof and its extension to the southwest corner of Tract 87; thence continuing east along the south line thereof to the southwest corner of Tract 88; thence north along the west lines of Tracts 88, 81, and 64 to the northwest corner of Tract 64 of said plat; thence east along the north line of said Tract 64 to the west margin of 83<sup>rd</sup> Avenue NE; thence south along said west margin to the north line of said section 2; thence continuing south along said west margin to the north margin of Soper Hill Road; thence west along said north margin of Soper Hill Road to the south line of the south west quarter of said section 2; thence west along said south line and its extension along the south line of said section 3 to the east margin of Ebey Slough: thence north along the east margin of Ebey Slough to the east-west center line of said section 3; thence east along the east-west center line of section 3 to the east margin of Sunnyside Boulevard; thence north along the east margin of Sunnyside Boulevard to the south margin of 40<sup>th</sup> Street being the True Point of Beginning.

<p>Return Address</p> <p>CITY OF MARYSVILLE 4822 GROVE STREET MARYSVILLE, WA 98270</p>	 200304240268 9 PGS 04-24-2003 11:30am \$27.00 SNOHOMISH COUNTY, WASHINGTON
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Please print or type information

<p><b>Document Title(s)</b> (or transactions contained therein):</p> <p>CITY OF MARYSVILLE RECOVERY CONTRACT NO. 253</p>
<p><b>Grantor(s)</b> (Last name first, then first name and initials)</p> <p>THE CITY OF MARYSVILLE</p> <p><input checked="" type="checkbox"/> Additional names on page <u>8</u> of document.</p>
<p><b>Grantee(s)</b> (Last name first, then first name and initials)</p> <p>SUNSET BOULEVARD PROPERTY LLC R&amp;D PARK CREEK LLC</p>
<p><b>Legal description</b> (abbreviated: i.e., lot, block, plat or section, township, range, qtr./qtr.)</p> <p>Portions of Sections 2, 3 and 11 in Township 29 North and Section 35 in Township 30 North, Range 5 East</p> <p><input checked="" type="checkbox"/> Additional legal is on page <u>7</u> of document.</p>
<p><b>Reference Number(s) of Documents assigned or released:</b> N/A</p>
<p><b>Assessor's Property Tax Parcel/Account Number</b></p> <p>290503-001-021-00</p> <p><input type="checkbox"/> Additional parcel numbers on page <u>8</u> of document.</p>
<p>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.</p>

After Recording Return to:

CITY OF MARYSVILLE  
4822 GROVE STREET  
MARYSVILLE, WA 98270

**CITY OF MARYSVILLE**  
**CONTRACT FOR RECOVERY OF UTILITY CONSTRUCTION COSTS**  
**CONTRACT NO. 253**

THIS AGREEMENT, entered into by and between the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, hereinafter referred to as "City," and

<p><u>Name</u> Sunset Boulevard Property LLC</p> <p>and</p> <p>R&amp;D Park Creek LLC</p>	<p><u>Address</u> 7323 126<sup>th</sup> Ave NE Kirkland, WA 98033</p> <p>PO Box 410 Clinton, WA 98236</p>
---	---

hereinafter referred to as "Developer."

**WITNESSETH:**

WHEREAS, the Developer has constructed and installed a sewer system, including a 21-inch line and appurtenances situated as follows:

From the connection point of the Trunk D Phase II 10 inch sewer on Sunnyside Boulevard, running north for 2920 LF to the connection to the Phase I sewer at Tract 999 of Westview at Sunnyside Division II.

WHEREAS, the Developer has conveyed said system by Bill of Sale to the City and the City has accepted ownership and maintenance of the same under its sole jurisdiction, subject to a one-year warranty by the Developer; and

WHEREAS, the parties desire to enter into a contract pursuant to Chapter 35.91 RCW providing for reimbursement to the Developer for its construction and installation costs by subsequent users of the system; NOW, THEREFORE,

IN CONSIDERATION of the covenants bargained for and given in exchange, the parties mutually agree as follows:

1. The Developer has furnished or shall furnish the City with an as-built drawing of the installation of the above-referenced system on tracing cloth, 24" x 36" in size, together with receipted bills showing that all charges and expenses incurred in connection with the installation have been paid.

2. The Developer's costs for construction and installation of said utility lines and facilities, including engineering fees, were \$367,564.20, which have been paid in full by the Developer. See Exhibit A for description of costs.

3. The real property described below (or described in the exhibit attached hereto) is benefited by the installation of said utility lines, and is subject to the lien created by this Contract:

See Exhibits B and C for description of service area

4. The proportionate share of the total cost of the utility lines which may be fairly attributed to serving and benefiting the above-described property, as a whole, rather than serving and benefiting the property of the Developer, is \$367,564.20.

5. For a period not to exceed fifteen (15) years from the date of this agreement, the City agrees to require the owners of the above-described real estate who hereafter connect to the above-described utility system to pay a fair pro rata share of the cost referred to in paragraph 4 above. This fair pro-rata share shall be determined from the total number of dwelling units of the property to be served, which is known as the "dwelling unit charge." This, however, does not include any other capital improvement charges levied by the City, whether it be by dwelling of the area served, and/or a flat fee. No property extending beyond the terminus of the above-described system, as of the date said system has been accepted by the City, shall be served by said system unless there is an extension from said terminus which is constructed and financed in accordance with state and local laws and ordinances.
6. The fair pro-rata share is hereby established to be \$210.0367 per dwelling unit of benefiting properties.
7. No person, firm or corporation shall be granted a permit or be authorized by the City to connect to or use the above-described utility system during said fifteen-year period without first meeting the following conditions:
- a. If the property is not within the City limits, the owner thereof must sign an annexation covenant as required by City ordinance.
  - b. Payment of all applicable connection charges, fees and assessments regularly imposed by City ordinance.
  - c. Payment of the recovery charge referred to in this Contract.
  - d. Compliance with all requirements for utility connections which are regularly imposed by City ordinance.
8. The City shall deduct a fee of \$50.00 for each utility connection, said fee to be kept by the City to cover the cost of administering this Contract. The City shall then disburse the remaining balance which is collected for each connection to the Developer within thirty (30) days of receipt thereof. If the Developer shall hereafter assign its rights herein, the City shall be provided with a signed copy of such assignment by the Developer. The Developer hereby waives any claim which it or its successors or assigns may have if the City negligently fails to collect a reimbursement charge from a property owner connecting to the utility system.
9. At the end of the fifteen-year period, which shall commence upon the recording of this agreement, this agreement shall terminate in and of itself, notwithstanding that the full amount provided for herein may not have been recovered. Connection charges subsequent to the termination of this agreement shall be governed by ordinance of the City of Marysville, and all such charges shall be paid to the City for its use and benefit.
10. The provisions of this Contract shall not be construed as establishing the City as a public utility in the areas not already connected to the utility system; nor shall this Contract be construed as establishing express or implied rights for any property owner to connect to the City's utility system without first qualifying for such connection by compliance with all applicable City codes and ordinances.
11. The Developer agrees to hold the City harmless from any and all liability resulting from errors in the legal descriptions contained herein, and the City is relieved of all responsibility under this agreement for collecting on parcels not properly included in the legal descriptions set forth in Section 3 of this contract.
12. This Contract shall be recorded in the records of the Snohomish County Auditor, and it shall be binding upon the parties, their heirs, successors and assigns. The Developer agrees to reimburse the City for the recording fee and for all legal fees and other costs associated with the execution and recordation of the agreement.
13. Property owners who provided an easement for the sewer main 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. See Exhibit D for list of property owners.

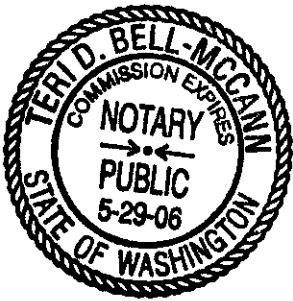




STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that Robert K. Porter 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 managing member of R&D Park Creek LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 26<sup>th</sup> day of February, 2003.



Teri D. Bell-McCann  
Teri D. Bell-McCann  
(Legibly print name of notary)  
NOTARY PUBLIC in and for the State of  
Washington, residing at Snohomish County  
My commission expires May 29, 2006

**EXHIBIT A  
Trunk D Phase II  
21 inch Sewer**

**COSTS**

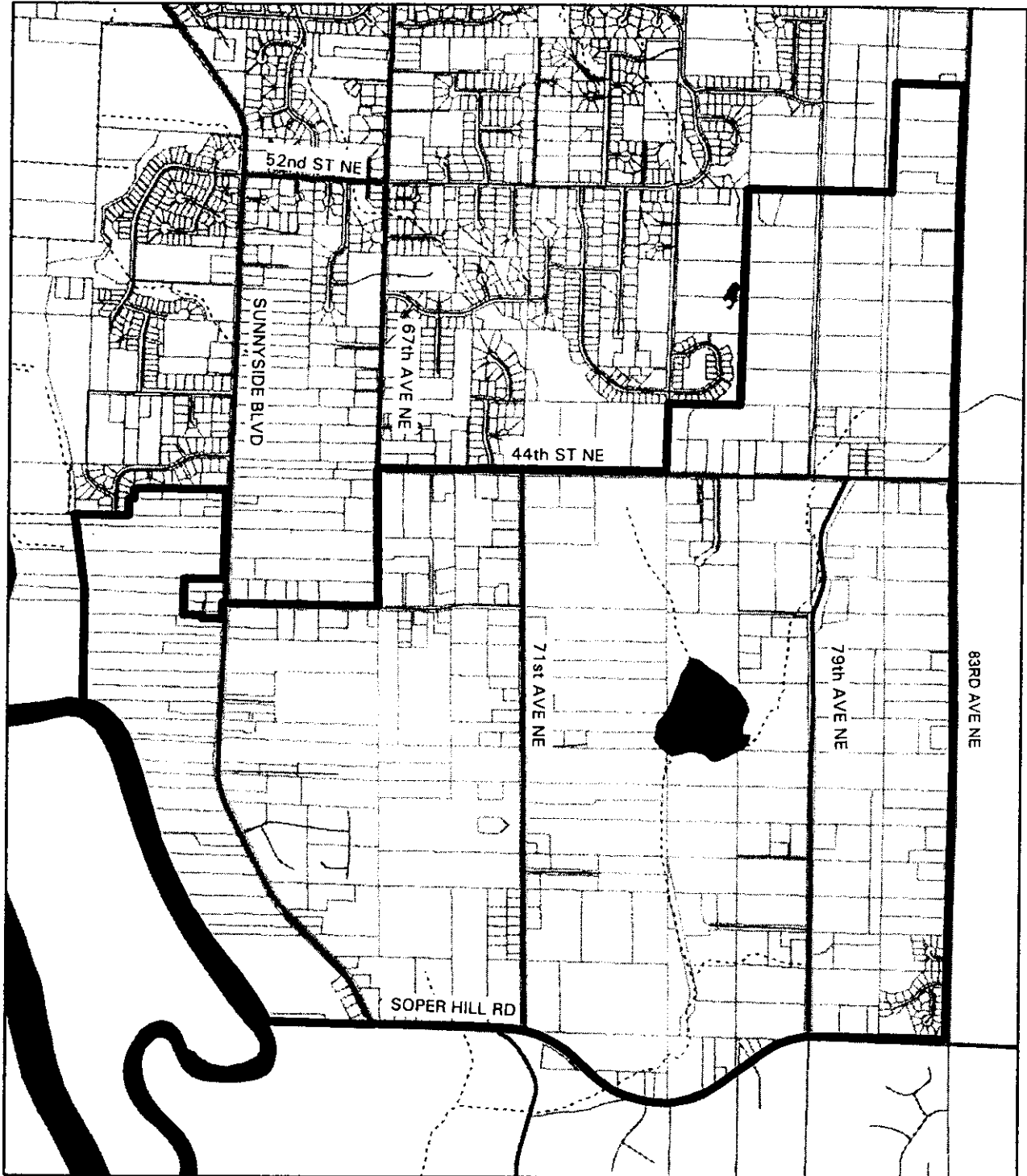
1. Construction	\$273,192.36
2. Easements	\$21,901.00
3. Engineering Design	\$21,830.65
4. Construction Management	\$38,872.06
5. City Project Management	\$2,834.84
6. Sno. County Permits	\$4,274.00
7. PUD Charges	\$4,100.00
8. Administration	<u>\$559.29</u>

**TOTAL = \$367,564.20**

**PRO-RATA SHARE**

Number of dwelling units in service area: **1750 du**

Pro-rata share:  $\$367,564.20/1750 = \mathbf{\$210.0367/du}$



# Sunnyside 21" Sewer Service Area

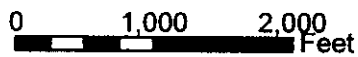


EXHIBIT B



## EXHIBIT C

### City of Marysville Service Area 21 Inch Trunk D Sewer Boundary Description

Those portions of Sections 2, 3, and 11 in Township 29 North and Section 35 in Township 30 North all in Range 5 East, W.M. more particularly described as follows:

BEGINNING at the north  $\frac{1}{4}$  section corner of said section 3; thence south along the north-south centerline of said section 3 to the south line of Plat 8832 (Westview at Sunnyside 2) being the True Point of Beginning: Thence east and north along the south and east boundary of said plat 8832 to the southwest corner of plat 8661 (Westview at Sunnyside 1); thence east along the south boundary of plat 8661 to the west margin of 53<sup>rd</sup> Avenue NE (also known as Sunnyside Blvd.); thence south along the west margin of 53<sup>rd</sup> Avenue to the south margin of 40<sup>th</sup> Street; thence east along the south margin of 40<sup>th</sup> Street to the east line of section 3; thence north along the east line of section 3 to the NW  $\frac{1}{4}$  corner of said section 2; thence east along the north line of said section 2 to the east margin of 75<sup>th</sup> Avenue NE; thence north along said east margin to the northwest corner of Tract 181 of Sunnyside Five Acre Tracts as recorded in Volume 7 of Plats on page 19, records of Snohomish County Washington; thence east along the north line of said Tract 181 to the southwest corner of Tract 158 of said plat; thence north along the west lines of Tracts 158, 155, 134, 131, 110, and 107 to the northwest corner of said Tract 107; thence east along the north line thereof and its extension to the southwest corner of Tract 87; thence continuing east along the south line thereof to the southwest corner of Tract 88; thence north along the west lines of Tracts 88, 81, and 64 to the northwest corner of Tract 64 of said plat; thence east along the north line of said Tract 64 to the west margin of 83<sup>rd</sup> Avenue NE; thence south along said west margin to the north line of said section 2; thence continuing south along said west margin to the north margin of Soper Hill Road; thence west along said north margin of Soper Hill Road to the south line of the south west quarter of said section 2; thence west along said south line and its extension along the south line of said section 3 to the east margin of Ebey Slough: thence north along the east margin of Ebey Slough to the north-south centerline of said section 3; thence north along the north-south centerline of section 3 to the south boundary of plat 8832 being the True Point of Beginning.

**Exhibit D****Property that provided easement for 21 inch sewer**

Owner: William Roberts  
Tax Id: 29050300102100  
Address: 4210 Sunnyside Blvd  
Marysville, WA 98270

Owner: Donald and Marion Hendrickson  
Tax Id: 29050300102200  
Address: 4128 Sunnyside Blvd  
Marysville, WA 98270

Owner: Robert Glein  
Tax Id: 29050300102300  
Address: 4028 Sunnyside Blvd  
Marysville, WA 98270

Owner: David Sears  
Tax Id: 29050300102500  
Address: 2502 25<sup>th</sup> Avenue  
Seattle, WA 98199

Owner: Daphne Sears  
Tax Id: 29050300103300  
Address: 3924 Sunny Ridge Drive  
Marysville, WA 98270

Owner: Stephen Ross  
Tax Id: 29050300102600  
Address: 3906 Sunnyside Blvd  
Marysville, WA 98270

Owner: James Buell  
Tax Id: 29050300103400  
Address: 3830 Sunnyside Blvd  
Marysville, Wa 98270

Owner: Mark Spears  
Tax Id: 29050300103600  
Address: 3810 Sunnyside Blvd  
Marysville, WA 98270

Owner: Carl Peterson  
Tax Id: 290503001037  
Address: 3728 Sunnyside Blvd  
Marysville, WA 98270

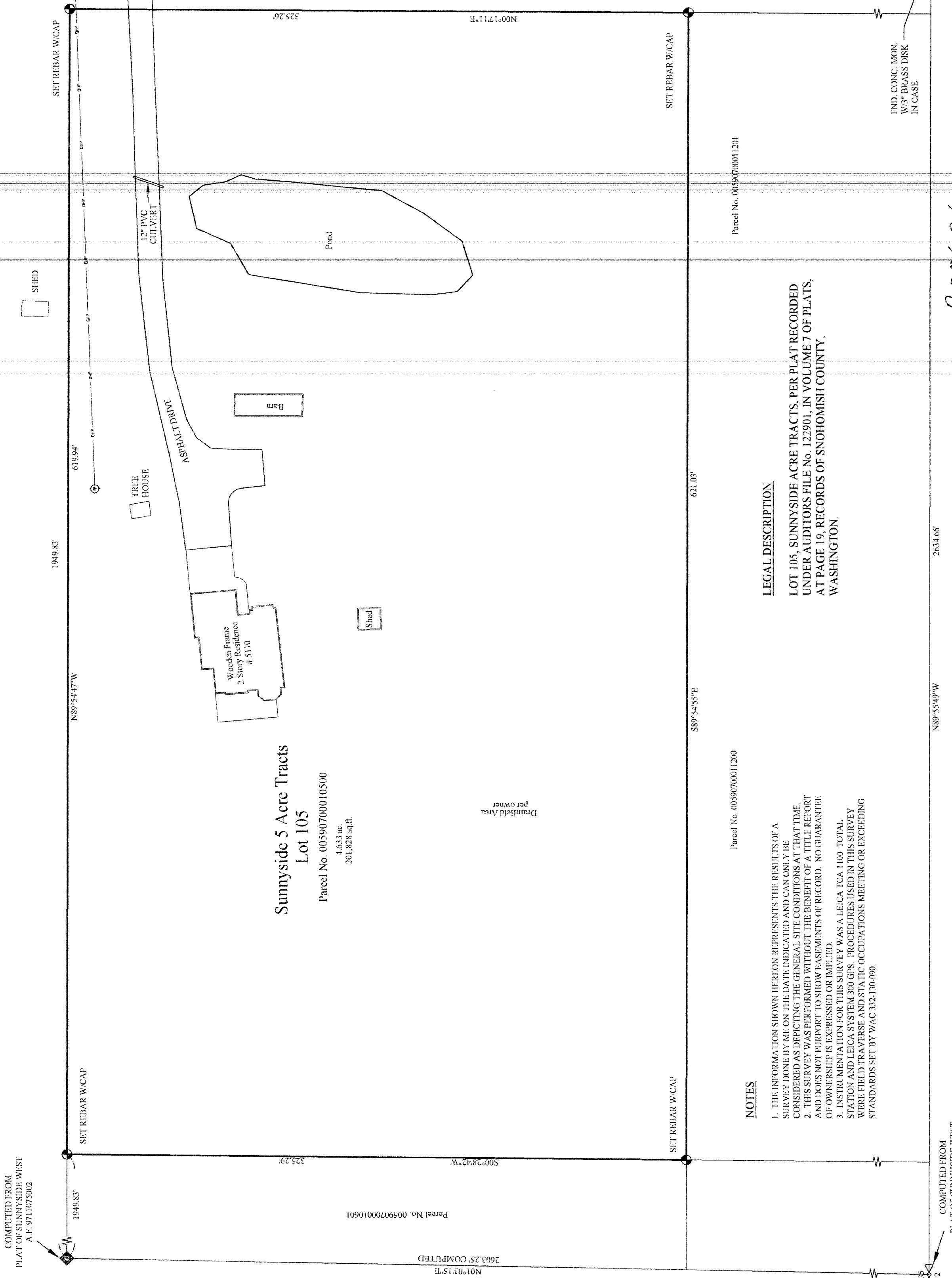
Owner: Dee Ann Nelsen  
Tax Id: 29050300103800  
Address: 3704 Sunnyside Blvd  
Marysville, WA 98270

Owner: Harvey Jubie  
Tax Id: 29050300104100  
Address: 3622 Sunnyside Blvd  
Marysville, WA 98270

A Portion of the NE 1/4 of the SE 1/4 of Section 35,  
Township 30 North, Range 5 East, W.M.

COMPUTED FROM  
PLAT OF SUNNYSIDE WEST  
A.F. #9711075002

Parcel No. 0059070008800



**Sunnyside 5 Acre Tracts  
Lot 105**  
Parcel No. 00590700010500  
4.633 ac.  
201,828 sq.ft.

Parcel No. 0059070001200

Parcel No. 0059070001201

**NOTES**

1. THE INFORMATION SHOWN HEREON REPRESENTS THE RESULTS OF A SURVEY DONE BY ME ON THE DATE INDICATED AND CAN ONLY BE CONSIDERED AS DEPICTING THE GENERAL SITE CONDITIONS AT THAT TIME.
2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND DOES NOT PURPORT TO SHOW EASEMENTS OF RECORD. NO GUARANTEE OF OWNERSHIP IS EXPRESSED OR IMPLIED.
3. INSTRUMENTATION FOR THIS SURVEY WAS A LEICA TCA 1100 TOTAL STATION AND LEICA SYSTEM 300 GPS. PROCEDURES USED IN THIS SURVEY WERE FIELD TRAVERSE AND STATIC OCCUPATIONS MEETING OR EXCEEDING STANDARDS SET BY WAC 332-130-090.

**LEGAL DESCRIPTION**

LOT 105, SUNNYSIDE ACRE TRACTS, PER PLAT RECORDED UNDER AUDITORS FILE No. 122901, IN VOLUME 7 OF PLATS, AT PAGE 19, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

COMPUTED FROM  
PLAT OF SUNNYSIDE WEST  
A.F. #9711075002

**3-D Surveying & Mapping**  
Mapping the world and your back yard

1226 203rd Place SW  
Lynnwood, Wa., 98036  
425 774 7873  
jomp3d@comcast.net

**RECORD OF SURVEY**  
For  
**Wendall Scott Development**

A Portion of the NE 1/4 of the SE 1/4 of Section 35,  
Township 30 North, Range 5 East, W.M.

DATE: 6/05/06

SHEET: 1 OF 1

**AUDITOR'S CERTIFICATE**

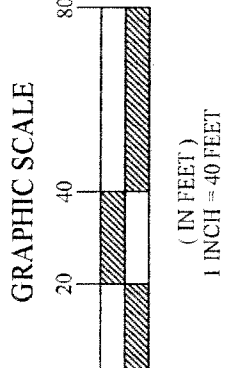
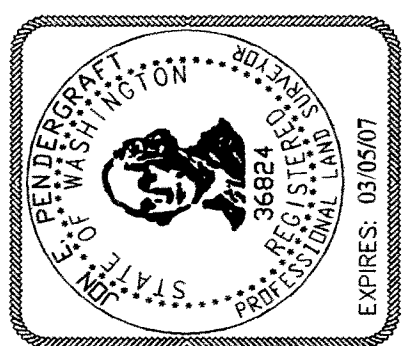
Filed for record this 08th day of JUNE of 2006 at 6:44 P.M. in book \_\_\_\_\_ of \_\_\_\_\_ at page \_\_\_\_\_ at the request of \_\_\_\_\_

**BOB TERWILLIGER**  
Auditor  
Snohomish County  
DEPT. 401  
Auditor

**SURVEYOR'S CERTIFICATE**

This map/plat represents a survey made by me or under my direction in conformance with the requirements of the Survey, Recording Act at the request of \_\_\_\_\_ in \_\_\_\_\_, 2006.

**Jon E. Pendergraft, P.L.S. #36824**



**BASIS OF BEARING**  
HELD EAST LINE OF SECTION AS N00°17'11"E PER R.O.S. #9711075002

**REFERENCES**  
PLAT OF SUNNYSIDE WEST RECORDED UNDER AUDITORS FILE A.F. #9711075002

PLAT OF SUNNYSIDE FIVE ACRE TRACTS A.F. #122901

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

**NO EXCISE TAX  
REQUIRED**

JUN 26 2019

AFTER RECORDING, PLEASE RETURN TO

Public Utility District No 1 of Snohomish County  
Attn Franklin Bolden  
P O Box 1107  
Everett, Washington 98206-1107KIRKE SIEVERS, Snohomish County Treasurer  
By KIRKE SIEVERS201906260482 3 PGS  
06/26/2019 2 26pm \$101.00  
SNOHOMISH COUNTY, WASHINGTONE- 62021  
WO# 100046672 N# 10000088467**DISTRIBUTION EASEMENT**

Grantor ("Owner")	Paul G Kostenick Jr and Cynthia A Kostenick, husband and wife
Grantee	Public Utility District No 1 of Snohomish County
Short Legal Description	Lot 105, Sunny Side Five Acre Tracts, Vol 7 of Plats, Pg 19, Records of Snohomish County, Washington
Tax Parcel No	00590700010500.

THIS DISTRIBUTION EASEMENT ("Easement") is made this 21 day of June 2019, by and between **Paul G. Kostenick Jr. and Cynthia A. Kostenick, husband and wife** ("Owner"), and Public Utility District No 1 of Snohomish County, a Washington State municipal corporation ("District") The Owner, and District are sometimes referred to individually herein as "Party" and collectively as "Parties" The District is referred to as "Grantee"

WHEREAS, Owner is the owner of certain lands and premises situated in the County of Snohomish, State of Washington, legally described as follows (hereinafter "Property")

**LOT 105, SUNNY SIDE FIVE ACRE TRACTS, ACCORDING TO THE PLAT RECORDED IN VOLUME 7 OF PLATS, PAGE 19 INCLUSIVE, RECORDS OF SNOHOMISH COUNTY, WASHINGTON**

**Situate in the County of Snohomish, State of Washington**

WHEREAS, the Grantee is desirous of acquiring certain rights and privileges across, over, under, upon and through the Property

NOW, THEREFORE, the Parties agree as follows

1 Distribution Easement Owner, for good and valuable consideration, receipt of which is hereby acknowledged, hereby conveys and grants to Grantee, its agents, contractors, successors and assigns, a non-exclusive easement for the perpetual right, privilege, and authority to patrol, construct, erect, reconstruct, alter, improve, extend, repair, operate, and maintain overhead and/or underground electric distribution lines and facilities, Grantee-owned communication wires and cables, and other necessary or convenient appurtenances, across, over, under, through and upon the following portion of



Owner's Property (hereinafter "Easement Area")

**That portion of the above-described property being a strip of land ten feet (10') in width having five feet (5') of such width on each side of the centerline of the electrical facilities as constructed, to be constructed, extended or relocated within the above described real property. The exterior boundaries of said easement being widened accordingly to provide Grantee 8 feet of easement area adjoining all sides of Grantee's ground mounted transformers, switch cabinets, and/or vaults.**

**2 Access To and Across Property** Grantee has the right of ingress to and egress from the Easement Area across the adjacent Property of Owner where same is reasonably necessary for the purpose of exercising its easement rights described in Section 1

**3 Owner's Reservation of Rights and Use of Easement Area** Owner reserves the right to use the Easement Area in a manner that does not interfere with the Grantee's use of the Easement Area, and/or present a hazard to Grantee's electric distribution lines and facilities, communication wires and cables, and other appurtenances. The Owner shall not construct or permit to be constructed any structures of any kind in the Easement Area without prior approval of the Grantee, with the exception of an existing solar power supply within the proposed easement area

**4 Clearing of Power Line Right of Way** Grantee has the right at all times to clear said Easement Area and keep the same clear of all brush, debris and trees

**5 Trimming or Removal of Hazardous/Danger Trees** Grantee has the right at all times to cut, slash, or trim and remove brush, timber or trees from the Property which in the opinion of Grantee constitute a hazard to said lines and facilities, communication wires and cables, and other appurtenances or the Grantee's access thereto. Trees, brush or other growth shall be deemed hazardous to the lines or facilities or access of the Grantee when they are of such a height that they could, upon falling, strike the nearest edge of the Easement Area at a height of more than fifteen feet (15'). Except in emergencies, Grantee shall, prior to the exercise of such right, identify such trees and make a reasonable effort to give Owner prior notice that such trees will be trimmed or removed

**6 Title to Removed Trees, Vegetation and Structures** The title to all brush, debris, trees and structures removed from the Easement Area and the Property pursuant to Sections 4 and 5 shall be vested in the Grantee, and the consideration paid for this Easement and rights herein described is accepted by Owner as full compensation for said removed brush, debris, trees and structures. Owner shall be entitled to request fallen timber be set aside for Owner's personal use. Grantee shall make reasonable effort to set aside said fallen timber provided doing the same is safe in Grantee's sole opinion. Title to any fallen timber set aside in this manner shall revert to the Owner

**7 Restoration Provision** To the extent that Owner's Property is disturbed and/or damaged by Grantee's exercise of its rights hereunder, Grantee shall restore the condition of the Property as nearly as reasonably possible to its existing condition prior to said exercise of its rights

**8 Title to Property** The Owner represents and warrants having the lawful right and power to sell and convey this Easement to Grantee

**9 Binding Effect** This Easement and the rights and obligations under this Easement are intended to and shall run with the Property and shall benefit and bind the Parties and their respective heirs, successors and assigns

**10 Governing Law and Venue** This Easement shall be governed by and construed in accordance with the laws of the State of Washington. The venue for any action to enforce or interpret this Easement shall lie in the Superior Court of Washington for Snohomish County, Washington

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11 Authority Each party signing this Easement, if on behalf of an entity, represents that they have full authority to sign this Easement on behalf of such entity

12 Grantee Acceptance By recording this Easement, Grantee hereby accepts all provisions set forth under this agreement

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

OWNER(S)

By Paul G Kostenick Jr By Cynthia A Kostenick  
Paul G Kostenick Jr Cynthia A Kostenick

(INDIVIDUAL ACKNOWLEDGMENT)

State of Washington  
County of Snohomish

I, a notary Public in and for the State of Washington, certify that I know or have satisfactory evidence that Paul Kostenick Jr and Cynthia Kostenick are the persons who appeared before me and said persons acknowledged that they signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument

Given under my hand and official seal this 21<sup>st</sup> day of June, 2019



Signature of [Signature]  
Notary Public  
Print Name Carissa Nuttall  
Residing at Snohomish

My appointment expires 06/13/2022