

SUBDIVISION

Issued By:



CHICAGO TITLE INSURANCE COMPANY

Guarantee/Certificate Number:

**500144987
Amendment 4**

CHICAGO TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

Century Communities of Washington, LLC, a Delaware limited liability company

herein called the Assured, against actual loss not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurance herein set forth, but in no event shall the Company's liability exceed the liability amount set forth in Schedule A.

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

Chicago Title Company of Washington
3002 Colby Ave., Suite 200
Everett, WA 98201

Countersigned By:

Chris Swartz
Authorized Officer or Agent



Chicago Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

| ISSUING OFFICE: |
|--|
| 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 |

SCHEDULE A

| Liability | Premium | Tax |
|------------|----------|---------|
| \$1,000.00 | \$350.00 | \$34.65 |

Effective Date: March 5, 2024 at 08:00 AM

The assurances referred to on the face page are:

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

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

Title to said real property is [vested in](#):

Century Communities of Washington, LLC, a Delaware limited liability company

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

END OF SCHEDULE A

EXHIBIT "A"
Legal Description

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

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.

SCHEDULE B

GENERAL EXCEPTIONS

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

SCHEDULE B
(continued)

SPECIAL EXCEPTIONS

1. No search has been made as to property taxes and assessments. Property taxes and assessments will be searched upon request.
2. Covenants, conditions, restrictions 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](#)

3. 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](#).

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

Recording Date: April 24, 2003
[Recording No.:](#) [200304240256](#)

5. 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

6. Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by survey:

Job No.: 16160-5
Dated: April 29, 2022
Prepared by: Latta Engineering PLLC
Matters shown: Fences do not conform to the property lines

SCHEDULE B
(continued)

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

Granted to: Puget Sound Energy, Inc.
Purpose: Distribution of gas
Recording Date: December 21, 2023
[Recording No.:](#) [202312210257](#)

8. The Company's liability for this report is limited to \$1,000.00. This report is based on the company's property records, and no liability is assumed for items misindexed or not indexed in the public records, or for matters which would be disclosed by an inquiry of the parties in possession or by an accurate survey or inspection of the premises. This report and the legal description given herein are based upon information supplied by the applicant as to the location and identification of the premises in question, and no liability is assumed for discrepancies resulting therefrom. This report does not represent either a commitment to insure title, an examination of, or opinion as to the sufficiency or effect of the matter shown, or an opinion as to the marketability of title to the subject premises.

END OF SCHEDULE B

When recorded return to:
Century Communities of Washington, LLC, a
Delaware limited liability company
20000 North Creek Pkwy, Suite 201
Bothell, WA 98011

Thank you for your payment.
E203763 \$41,642.50
ELIZABETH C. 07/05/2023

Filed for record at the request of:



CHICAGO TITLE
COMPANY OF WASHINGTON

3002 Colby Ave., Suite 200
Everett, WA 98201

Escrow No.: 500141787

STATUTORY WARRANTY DEED

THE GRANTOR(S) Groundhog Land Development Company, LLC, a Washington limited liability company

for and in consideration of Ten And No/100 Dollars (\$10.00) , and other valuable consideration in hand paid, conveys and warrants to Century Communities of Washington, LLC, a Delaware 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.)

500141787
INSURED BY
CHICAGO TITLE

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

Subject to:

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

STATUTORY WARRANTY DEED
(continued)

Dated: June 29 2023

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

BY: [Signature]
Joseph Ferrick
Manager

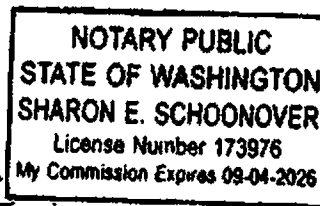
BY: _____
Rusty Drivstuen
Manager

State of Washington
County of Snohomish

This record was acknowledged before me on 6/29/2023 by
Joseph Ferrick

as Manager of Groundhog Land Development LLC company

[Signature]
(Signature of notary public)
Notary Public in and for the State of WA
My commission expires: 9-4-26



State of _____
County of _____

This record was acknowledged before me on _____ by

_____ as _____ of _____

(Signature of notary public)
Notary Public in and for the State of _____
My commission expires: _____

STATUTORY WARRANTY DEED
(continued)

Dated: June 28, 2023

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

BY: _____
Joseph Ferrick
Manager

BY: Rusty Drivstuen
Rusty Drivstuen
Manager

State of _____
County of _____

This record was acknowledged before me on _____ by

as _____ of

(Signature of notary public)
Notary Public in and for the State of _____
My commission expires: _____

State of Idaho
County of Kootenai

This record was acknowledged before me on June 28, 2023 by
Rusty Drivstuen

as Manager of
Groundhog Land Development Company LLC

Julie Shepard
(Signature of notary public)
Notary Public in and for the State of Idaho
My commission expires: November 28, 2024



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. 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

5. Any easements for underground utilities and facilities not disclosed by the public records.
6. Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by survey,

Job No.: 16160-5
Dated: April 29, 2022
Prepared by: Latta Engineering PLLC
Matters shown: Fences do not conform to the property lines

No coverage will be afforded for the above matters.

EXHIBIT "A"

Exceptions
(continued)

7. Water rights, claims or title to water.



07/06/2001 10:16 AM Snohomish County
P.0004 RECORDED

200107060109

Return Address

City Clerk
 City of Marysville
 4822 Grove Street
 Marysville, WA 98270

Please print or type information

Document Title(s) (or transactions contained therein)
 RECEIPT AND PARTIAL RELEASE OF RECOVERY CONTRACT

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

Additional names on page ____ of document

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

Additional names on page ____ of document

Legal description (abbreviated i e , lot, block, plat or section, township, range, qtr /qtr)
 Portion of Section 34, Township 30 North, Range 5 East, W M

Additional legal is on page 1, 2 and 3 of document

Reference Number(s) of Documents assigned or released 200105300299

Additional numbers on page ____ of document

Assessor's Property Tax Parcel/Account Number

009185

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

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

RECEIPT AND PARTIAL RELEASE OF RECOVERY CONTRACT

Receipt is hereby acknowledge of the payment of \$ 90,871.75 and other valuable consideration, constituting the proportionate share of costs applicable to the property described below, chargeable under City of Marysville Contract for Recovery of Utility Construction Costs No 233, recorded at Snohomish County Auditor's file no 200105300299

The property described below is hereby released from all charges and obligations under Recovery Contract No 233

Property legally described as

That portion of Section 34, Township 30 North, Range 5 East, W M , described as follows

Beginning at the Southwest corner of the Northeast quarter of said Section 34,

Thence North 0°22'10" East along the West line of said Northwest quarter for a distance of 350 13 feet to the North line of the South 350 00 feet of the Southwest quarter of the Northeast quarter of said Section 34,

Thence South 88°04'49" East along said North line for a distance of 1285 24 feet to the West right-of-way margin of Sunnyside Boulevard,
Thence South 0°48'07" West along said West right-of-way margin for a distance of 917 79 feet to the North line of the South 96 00 feet of the North half of the Northwest quarter of the Southeast quarter of said Section 34,

Thence North 88°35'51" West along said North line for a distance of 121 04 feet to the West line of the East 147 00 feet of said North half,
Thence South 0°19'28" West along said West line for a distance of 96 02 feet to the South line of the North half of the Northwest quarter of the Southeast quarter of said Section 34,

Thence North 88°35'51" West along said South line for a distance of 780 96 feet to the East line of the West 376 06 feet of the South half of the Northwest quarter of the Southeast quarter,

Thence South 0°22'10" West along said East line for a distance of 329.99 feet to the North line of the South 6 00 feet of the North half of the South half of the Northwest quarter of the Southeast quarter of said Section 34,

Thence South 88°51'22" East along said North line for a distance of 898 68 feet to the West right-of-way margin of Sunnyside Boulevard,
Thence South 0°48'07" West along said West right-of-way margin for a distance of 337 93 feet to the South line of the Northwest quarter of the Southeast quarter of said Section 34,
Thence North 89°06'52" West along said South line for a distance of 619 92 feet to the East line of the East half of the Northwest quarter of the Southwest quarter of the Southeast quarter of said Section 34,
Thence South 0°20'50" West along said East line for a distance of 339 51 feet to the North line of the South 330 00 feet of said subdivision,
Thence North 89°37'52" West along said North line for a distance of 42 76 feet to the Northerly extension of the West line of the Plat of Horrell Addition as recorded in Volume 21 of Plats, page 107, records of Snohomish County, Washington,
Thence South 0°48'07" West along said Northerly extension for a distance of 324 00 feet to the North right-of-way margin of 46th Street NE,
Thence North 89°37'52" West along said North margin for a distance of 175.90 feet to East line of the West 105 00 feet of the East half of the Northwest quarter of the Southwest quarter of the Southeast quarter of said Section 34,
Thence North 0°21'30" East along said East line for a distance of 369 00 feet to the North line of the South 375 00 feet of said subdivision,
Thence North 89°37'52" West along said North line for a distance of 105 00 feet to the West line of said subdivision,
Thence North 0°21'30" East along said West line for a distance of 12 43 feet to the South line of the North 285 00 feet of the East half of the West half of the Northwest quarter of the Southwest quarter of the Southeast quarter of said Section 34,
Thence North 89°06'52" West along said South line for a distance of 163 09 feet to the West line of said subdivision,
Thence North 0°21'50" East along said West line for a distance of 285 01 feet to the South line of the Northwest quarter of the Southeast quarter of said Section 34,
Thence North 89°06'52" West along said South line for a distance of 163 06 feet to the Southwest corner of said subdivision,
Thence North 0°22'10" East along the West line of said subdivision for a distance of 337 69 feet to the South line of the North half of the South half of the Northeast quarter of the Southwest quarter of said Section 34,
Thence North 88°23'10" West along said South line for a distance of 423 48 feet to the East line of the West 860 00 feet of said subdivision,
Thence North 0°03'21" West along said East line for a distance of 338 52 feet to the North line of said subdivision,
Thence South 88°17'02" East along said North line for a distance of 426 01 feet to the Northeast corner of said subdivision,

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 Marisville

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

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 7th day of May, 2001

Attest

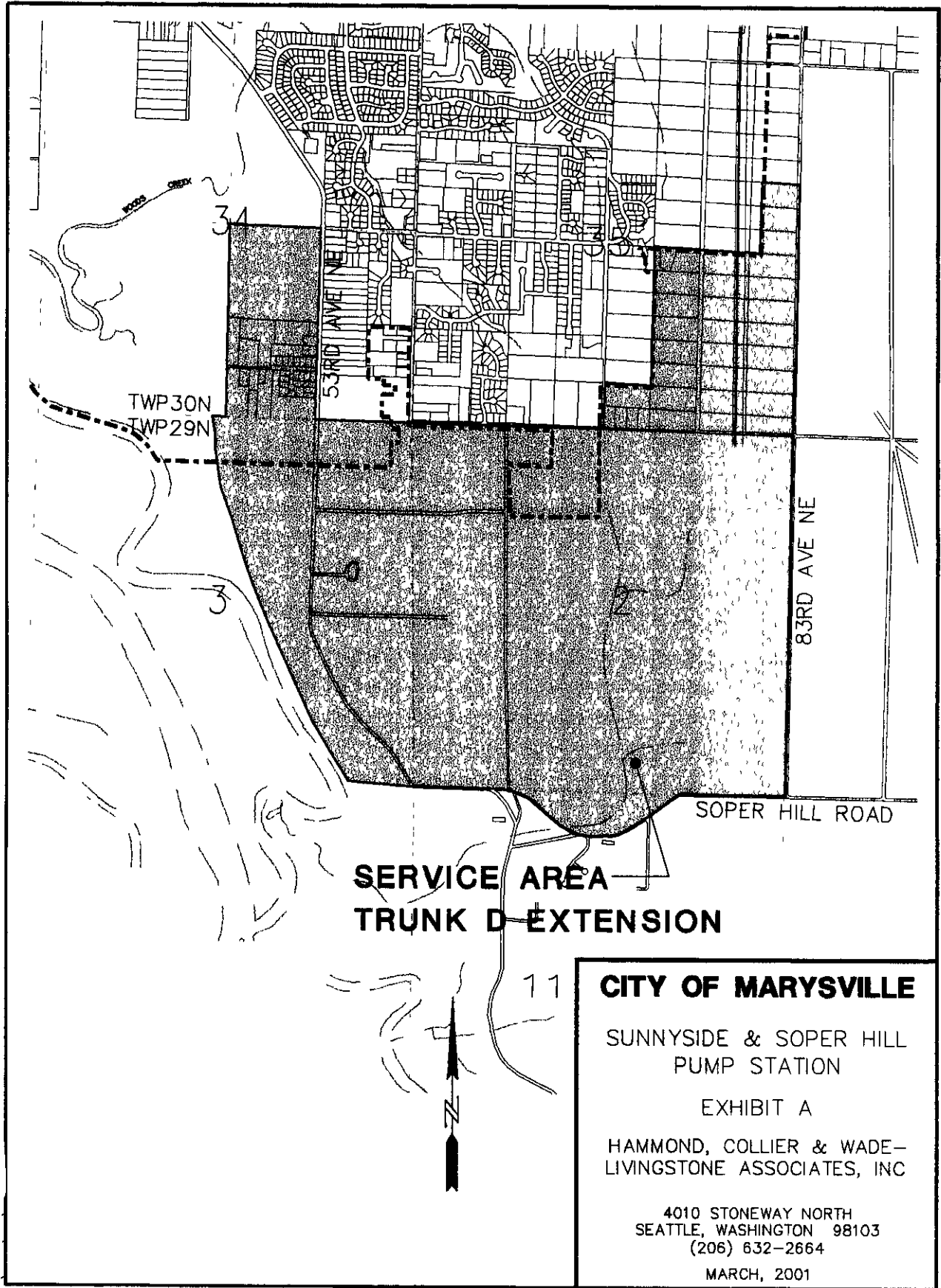
CITY OF MARYSVILLE

Perry Becker
City Clerk

David Weston
Mayor

APPROVED AS TO FORM

By Grant K. Weed
City Attorney



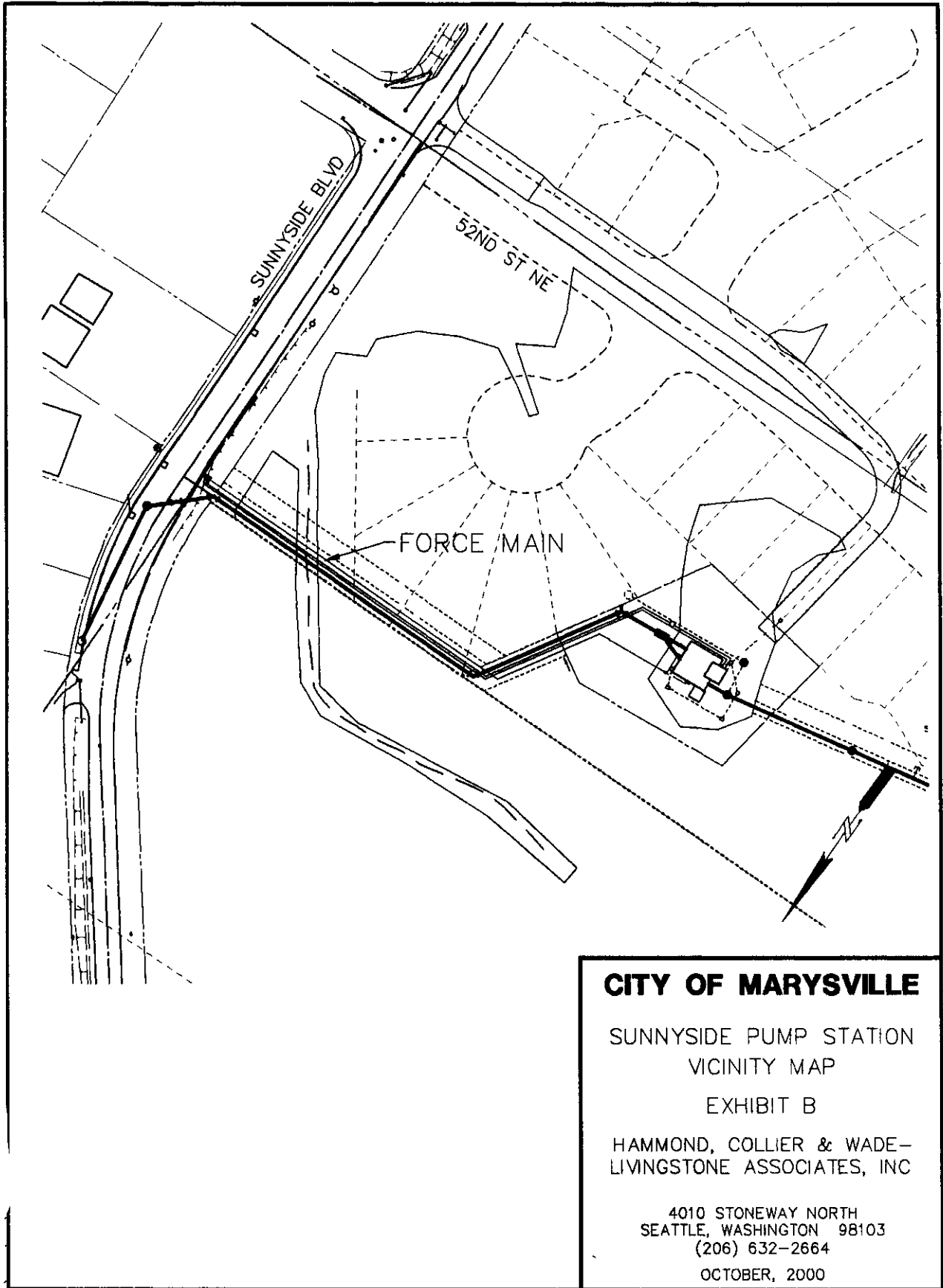


EXHIBIT C

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 53rd 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 75th 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 83rd 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 46th 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>Document Title(s) (or transactions contained therein):</p> <p>CITY OF MARYSVILLE RECOVERY CONTRACT NO. 251</p> |
| <p>Grantor(s) (Last name first, then first name and initials)</p> <p>THE CITY OF MARYSVILLE</p> |
| <p>Grantee(s) (Last name first, then first name and initials)</p> <p>THE CITY OF MARYSVILLE</p> |
| <p>Legal description (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>Reference Number(s) of Documents assigned or released: N/A</p> |
| <p>Assessor's Property Tax Parcel/Account Number</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

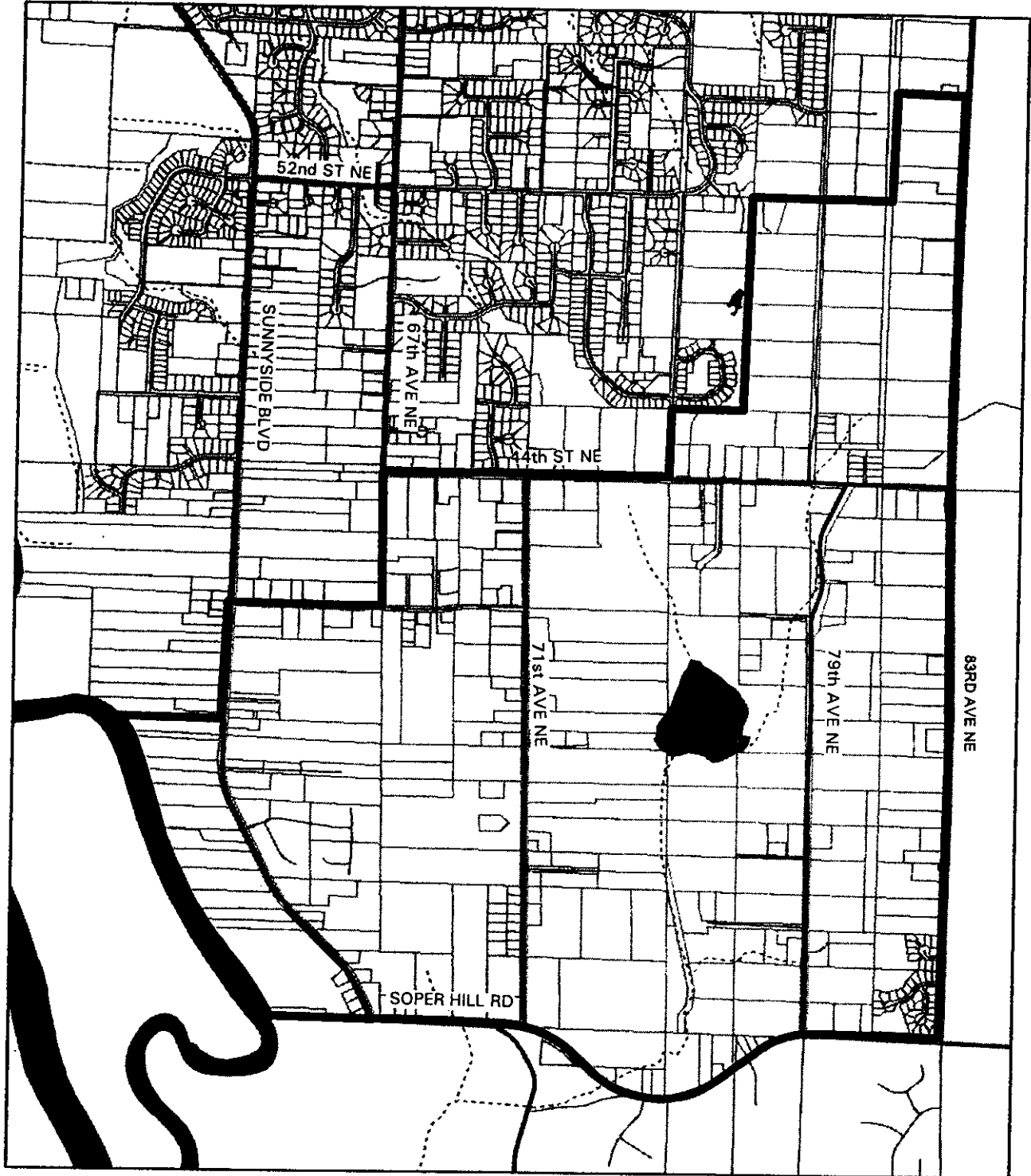
| | |
|----------------------------|-------------------|
| 1. Construction | \$769,462.69 |
| 2. Engineering Design | \$61,487.46 |
| 3. Construction Management | \$109,487.02 |
| 4. City Project Management | \$7,984.62 |
| 5. Sno. County Permits | \$10,177.71 |
| 6. PUD Charges | \$20,459.34 |
| 7. 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 53rd Avenue NE (also known as Sunnyside Blvd.); thence south along the east margin of 53rd Avenue to the south margin of 40th Street being the True Point of Beginning: Thence east along the south margin of 40th 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 75th 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 83rd 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 40th Street being the True Point of Beginning.

**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

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 21st day of June, 2019



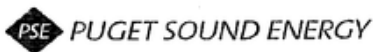
Signature of [Signature]
Notary Public
Print Name Carissa Nuttall
Residing at Snohomish

My appointment expires 06/13/2022

RETURN ADDRESS:
Puget Sound Energy, Inc.
Attn: ROW Department
PO Box 97034 / EST-08W (BL)
Bellevue, WA 98009-9734

**NO EXCISE TAX
REQUIRED**

DEC 21 2023



BRIAN SULLIVAN, Snohomish County Treasurer
By BRIAN SULLIVAN *BS*

EASEMENT

REFERENCE #: CENTURY COMMUNITIES OF WASHINGTON LLC
GRANTOR (Owner): PUGET SOUND ENERGY, INC.
GRANTEE (PSE): PTN. OF NE 1/4 SE 1/4 SECT. 35, T30N, R05E; WM
SHORT LEGAL: ASSESSOR'S PROPERTY TAX PARCEL: 00590700010500

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **CENTURY COMMUNITIES OF WASHINGTON, LLC**, a Delaware limited liability company ("Owner"), hereby grants and conveys to **PUGET SOUND ENERGY, INC.**, a Washington corporation ("PSE"), for the purposes hereafter set forth, a nonexclusive perpetual easement over, under, along, across and through the following described real property (the "Property" herein) in Snohomish County, Washington:

LOT 105, SUNNY SIDE FIVE ACRES TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7 OF PLATS, PAGE 19, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

Except as may be otherwise set forth herein PSE's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:

EASEMENT NO. 1: ALL STREETS AND ROAD RIGHTS-OF-WAY (BOTH PRIVATE AND PUBLIC) AS NOW OR HEREAFTER DESIGNED, PLATTED, AND/OR CONSTRUCTED WITHIN THE ABOVE DESCRIBED PROPERTY. (WHEN SAID STREETS AND ROADS ARE DEDICATED TO THE PUBLIC, THIS CLAUSE SHALL BECOME NULL AND VOID.)

EASEMENT NO. 2: A STRIP OF LAND 10 FEET IN WIDTH ACROSS ALL LOTS, TRACTS AND OPEN SPACES LOCATED WITHIN THE ABOVE DESCRIBED PROPERTY BEING PARALLEL TO AND COINCIDENT WITH THE BOUNDARIES OF SAID PUBLIC STREETS AND ROAD RIGHTS-OF-WAY.

EASEMENT NO. 3: A STRIP OF LAND 5 FEET IN WIDTH ACROSS ALL LOTS, TRACTS AND OPEN SPACES LOCATED WITHIN THE ABOVE DESCRIBED PROPERTY BEING PARALLEL TO AND COINCIDENT WITH THE BOUNDARIES OF ALL ALLEYWAYS AND PRIVATE DRIVES.

1. **Purpose.** PSE shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, upgrade and extend one or more utility systems for purposes of transmission, distribution and sale of gas. Such systems may include, but are not limited to:

Underground facilities. Pipes, pipelines, mains, laterals, conduits, regulators, gauges and rectifiers for gas; fiber optic cable and other lines, cables and facilities for communications; semi-buried or ground-mounted facilities and pads, manholes, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

Following the initial construction of all or a portion of its systems, PSE may, from time to time, construct such additional facilities as it may require for such systems. PSE shall have the right of access to the Easement Area over and across the Property to enable PSE to exercise its rights granted in this easement.

2. Access. PSE shall have a reasonable right of access to the Easement Area over and across the Property to enable PSE to exercise its rights granted in this easement.

3. Easement Area Clearing and Maintenance. PSE shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. PSE shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

4. Trees Outside Easement Area. PSE shall have the right to cut, trim remove and dispose of any trees located on the Property outside the Easement Area that could, in PSE's reasonable judgment cause damage to PSE's systems and/or present a hazard to the general public health, safety or welfare as defined in RCW 64.12.035. PSE shall, except in the event of an emergency, 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 cut, trimmed, removed or disposed. Owner shall be entitled to compensation for the actual market value of merchantable timber (if any) cut and removed from the Property by PSE.

5. Restoration. Following the initial installation, repair or extension of its facilities, PSE shall, to the extent reasonably practicable, restore landscaping and surfaces and portions of the Property affected by PSE's work to the condition existing immediately prior to such work. PSE shall use good faith efforts to perform its restoration obligations under this paragraph as soon as reasonably possible after the completion of PSE's work.

6. Owner's Use of Easement Area. Owner reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Owner shall not perform the following activities without PSE's prior written consent: (1) excavate within or otherwise change the grade of the Easement Area; (2) construct or maintain any buildings, structures or other objects on the Easement Area; and/or (3) conduct any blasting within 300 feet of PSE's facilities.

7. Indemnity. PSE agrees to indemnify Owner from and against liability incurred by Owner as a result of PSE's negligence, or the negligence of PSE's employees, agents or contractors in the exercise of the rights herein granted to PSE, but nothing herein shall require PSE to indemnify Owner for that portion of any such liability attributable to the negligence of Owner, its employees, agents or contractors or the negligence of third parties.

8. Attorneys' Fees. The prevailing party in any lawsuit brought to enforce or interpret the terms of this Easement shall be entitled to recover its reasonable attorneys' fees and costs incurred in said suit, including on appeal.

9. Successors and Assigns. This Easement is binding upon and will inure to the benefit of the successors and permitted assigns of the parties. PSE may not assign or otherwise transfer any of its rights, obligations or interest under this Easement without the prior written consent of Owner, which consent may not be unreasonably withheld. Notwithstanding the foregoing, PSE may assign this Easement to an affiliate or in connection with a merger, acquisition, corporate reorganization, sale of assets or other change in control.

10. Complete Agreement; Amendment; Counterparts. This Easement contains the entire agreement of the parties with respect to this subject matter and supersedes all prior writings or discussions relating to the Easement. This Easement may not be amended except by a written document executed by the authorized representatives of Owner and PSE. This Easement may be executed in counterparts, each of which shall be treated as an original for all purposes and all executed counterparts shall constitute one agreement.

11. Warranty and Representation of Authority. The parties each represent to the other that the person or persons executing this Easement have authority to do so and to bind the parties hereunder. All consents, permissions and approvals related to this Easement, and the obligations hereunder, have been obtained. Owner further warrants to PSE that it has the necessary right, title and interests in the Property to grant the easement rights set forth herein.

PSE Easement 2021
WO: 107063155 / RW-132481
Page 2 of 4

12. Severability. Invalidation of any of the provisions contained in this Easement, or of the application thereof to any person, by judgment or court order, shall in no way affect any of the other provisions thereof or the application thereof to any other person and the same shall remain in full force and effect. If a provision is found to be unenforceable or invalid, that provision shall be modified or partially enforced to the maximum extent permitted by law to effectuate the purpose of this agreement.

13. Non-Waiver. The failure of any party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder or at law or equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

DATED this 17th day of November, 2023.

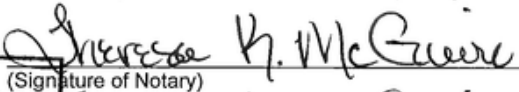
OWNER: CENTURY COMMUNITIES OF WASHINGTON, LLC, a Delaware limited liability company

By: 
MICK CERMAK, DIVISION PRESIDENT - WASHINGTON

STATE OF WASHINGTON)
COUNTY OF King) SS

On this 17th day of November, 2023, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared MICK CERMAK, to me known to be the person(s) who signed as DIVISION PRESIDENT, of CENTURY COMMUNITIES OF WASHINGTON, LLC, a Delaware limited liability company, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be his free and voluntary act and deed and the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument on behalf of said limited liability company.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.


NOTARY PUBLIC (Signature of Notary)
STATE OF WASHINGTON
THERESA K. MCGUIRE THERESA K. McGUIRE
Lic. No. 102029 (Print or stamp name of Notary)
My Appointment Expires
JUNE 30, 2024 NOTARY PUBLIC in and for the State of Washington, residing
at Hope Stevens, WA
My Appointment Expires: 6-30-2024

Notary seal, text and all notations must be inside 1" margins