

Easement
Oct 7 1936
Sept. 4 1936 \$5.00

585798

275 D 593

B.W.Lundgren and Alma L Lundgren hus and wife
to

Pacific Telephone and Telegraph Company a California corpor-
ation

The undersigned hereby grants a perpetual easement to
sp, with the right to place, construct, operate and maintain
inspect, reconstruct, repair, replace and keep clear Three
Anchors with wires, cables, fixtures and appurtenances
attached thereto upon, across, over and/or under the fdp sitd
in SCSW:

NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Sec 4 Twp 30 N, Range 5 East W.M.
Grantor shall at all times have the right of full and free
ingress to and egress from said property for all purposes
hrin mentioned and to remove any time any or all of the
Anchors and/or wires, cables, fixtures and appurtenances
from the sd ppty with the understanding that gtee shall be
responsible for all unnecessary damage it causes grantor by
the exercise of the rights and privileges hrin granted.
The rights, conditions and provisions of this easement shall
inure to the benefit of and be binding upon the h, extrs, ad-
mrs, suc and a of the respective parties hereto.

B.W.Lundgren
Alma L Lundgren
one wit
SWCS ss Sept. 4th 1936 by B.W.Lundgren and Alma L Lundgren
hus and wife bef E.C.Jackson N.P. in and for the S/W res/Stle
n s Aug 26 1940

Form approved
McMicken, ~~Ranzer~~, Rupp & Schweppe
by...

(mail sp 800 Fairview No, Seattle Wn)

QCD and Postoffice Address: 585799 for Plaintiff

Oct 7 1936
Oct 2nd 1935 \$10

275 D 594

Anna Simonson a widow
to

Michael M Gimse Arlington, Washington

Sp eys and qcs unto sp, all interest in the fdre sitd in
the csw:

Beginning at the SW corner of Sec. 13 Twp 32 N, Range
4 E.W.M. th run N alg the Western bndry li of sd Sec 13, 20
rods, th E 40 rods, th S 20 rods to the S bndry li of sd sec,
th W alg the S bndry li of sd sec to the plob, containing
5 ac m/l

Rev st cancd 50¢ F 50¢ state of Anna Simonson
SWCS ss Oct 2nd 1935 by Anna Simonson a widow bef H.J. Ander-
son, N.P. in and for the S/W res at Evt n s Jul 12 1937

(mail gtee, Arlington)

pt sw sw sw

QUITCLAIM DEED

4260
5608
2166391

3
B
R

The Grantor herein Helga Haugen, a widow

for the consideration of mutual benefits to be derived
~~the receipt of which to be held by and for the benefit of the County of Snohomish~~ by reason of laying out and establishing a public road through said property, and which is hereafter described, does convey, release and quit-claim to the County of Snohomish, State of Washington, for the use of the public forever, as a public road and highway, all interest in the following described real estate, viz:

The South 30.00 feet of Government Lot No. 4, beginning 209.00 feet West of the East line of said lot; thence West to East right-of-way line of County Road (Old Hwy. 99).

All in Section 4, Township 30 North, Range 5 East W. M., Snohomish County, Washington.

NO SALES TAX
REQUIRED.

SEP 28 1970

VERLE SEVER, Snohomish County Auditor
By *J. M. Hines*
Deputy

SEP 29 1970

situated in the County of Snohomish, State of Washington.

The Grantor hereby agrees and consents to the establishment of said road as surveyed and of record in the Snohomish County Engineer's office as Survey No. , and to the perpetual maintenance of the same as a County Road, and waives all claim for damages of whatever kind which may be occasioned to adjacent land by the location, establishment, construction, drainage and maintenance of said road, and agrees and consents to the right of the County to make all necessary slopes for cuts and fills whenever they extend beyond the right-of-way line, upon above mentioned road, all in conformity with standard practices of County highway construction, and to the same extent and purpose as if the rights herein granted had been acquired by condemnation proceedings under Eminent Domain Statutes of the State of Washington,

Said covenants shall run with the land and be binding upon the grantor Her successors or assigns.

Dated this 24th day of September A.D. 1970
Helga Haugen

VOL 446 PAGE 606
OFFICIAL RECORDS

DISTRIBUTION EASEMENT

4(30-5)

E-16743 ✓

8401040102

THIS INDENTURE made this 14th day of December, 1983, between Wallace H. Peterson, as his separate property

hereinafter referred to as Grantor; PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY, hereinafter referred to as Grantee; and hereinafter referred to as Mortgagee, WITNESSETH:

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

That portion of Government Lot 4, Section 4, Township 30 North, Range 5 East, W.M., described as follows: Beginning at the Southeast corner of said Government Lot 4; thence West 209 feet to True Point of Beginning; thence North 525 feet, more or less, to the North line of tract conveyed to Moses Pike by deed recorded May 19, 1909, under Auditor's File No. 141663; thence West to the East line of county road known as Highway 99, said road being described in deed recorded June 17, 1913 under Auditor's File No. 190204; thence Southerly along East line of said Highway 99 to South line of said Government Lot 4; thence East to True Point of Beginning; EXCEPT county road along the Southerly line of said premises known as 136th Street conveyed to Snohomish County by deed recorded under Auditor's File No. 2166391. AND EXCEPT additional right of way bordering said Highway 99 and 136th Street as conveyed to State of Washington by deed recorded June 24, 1952 under Auditor's File No. 1030807.

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

NOW, THEREFORE, Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, hereby conveys and grants to Grantee, its successors and assigns and its permittees and licensees, the perpetual right, privilege, and authority to construct, erect, alter, improve, repair, operate and maintain, together with the right to convert to an underground system, an electric distribution line, consisting of a (See Note Below) line of poles and/or structures with necessary braces, guys and anchors, and to place or allow or permit to be placed and operated upon or suspend from such poles and/or structures, distribution and signal wires, insulators, cross-arms, transformers, telephone or telegraph communication wires, and other necessary or convenient appurtenances, across, under, over and upon the following described lands and premises situated in the County of Snohomish State of Washington, to-wit:

That portion of the above-described property being a strip of land 10 feet in width lying 5 feet on each side of the centerline of the electrical facilities situated therein and located approximately as shown in red on Exhibit "A" attached hereto and by reference made a part hereof.

NOTE: For Wire Overhang Only.

NO SALES TAX REQUIRED

JAN 3 1984

KIRKE STEVENS, Snohomish County Treasurer
By [Signature] Deputy

Together with the right of ingress to and egress from said lands across adjacent lands of the Grantor, for the purpose of constructing, reconstructing, repairing, renewing, altering, changing, patrolling and operating said line, and the right at any time to remove said poles, wires and appurtenances from said lands.

Also the right at all times to cut and/or trim all brush, timber, trees, or other growth standing or growing upon the lands of Grantor which, in the opinion of Grantee, constitute a menace or danger to said line or to persons or property by reason of proximity to said line. Grantor and the heirs, successors, or assigns of Grantor hereby covenant and agree not to construct or permit to be constructed any structures of any kind on the easement area without written approval of the Manager of the District.

The Grantor and the heirs, successors or assigns of Grantor covenant and agree not to do any blasting or discharge any explosives within a distance of three hundred (300) feet of said line without giving reasonable notice in writing to the Grantee, its successors or assigns, of intention so to do.

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

The Grantor also covenants to and with the Grantee that Grantor is lawfully seized and possessed of the land aforesaid; has a good and lawful right and power to sell and convey same; that same are free and clear of encumbrances, except as above indicated; and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

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

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

[Signature]
Wallace H. Peterson

8401040102

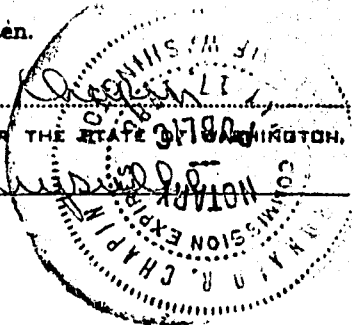
STATE OF WASHINGTON, }
COUNTY OF Snohomish } ss.

I, the undersigned, a Notary Public, do hereby certify that on this 14th day of DECEMBER, 1983,
personally appeared before me Wallace H. Peterson and

his wife, to me known to be the individual... described in and who executed the within instrument, and acknowledged
that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year in this certificate above written.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,
RESIDING AT



STATE OF WASHINGTON, }
COUNTY OF } ss.

I, the undersigned, a Notary Public, do hereby certify that on this day of, 19.....
personally appeared before me and

his wife, to me known to be the individual... described in and who executed the within instrument, and acknowledged
that signed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year in this certificate above written.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,
RESIDING AT

(FOR CORPORATE ACKNOWLEDGMENT)

STATE OF WASHINGTON, }
COUNTY OF } ss.

On this day of, A. D., 19....., before me personally appeared
to me known to be the President, and to me known to be the
Secretary, of the corporation that executed the within and foregoing instrument, and each acknowledged that said in-
strument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned,
and each on oath stated that they were authorized to execute said instrument, and that the seal affixed is the corporate
seal of said corporation.

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

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,
RESIDING AT

THE ABOVE INFORMATION IS FOR OFFICE USE ONLY
AND IS NOT A PART OF THE INSTRUMENT

RETURN TO:
PUD NO. 1
P.O. BOX 1107
EVERETT, WASH.
98206

RECORDING DATA

8401040102

PUBLIC UTILITY DISTRICT NO. 1
OF SNOHOMISH COUNTY

W.S. NO. _____ W. O. NO. 345991
EASEMENT
FROM Wallace H. Peterson
TO

VOL 1824 PAGE 0276

Portion of the
NW 1/4 SEC 4 (30-5)

E-16743

EXHIBIT "A"

32 33
5 4

2.777

2.003

2.031

GOV
4
LOT

2.006

2.004

SCALE
1" = 200'

P.S.H. NO. 1 (S.R. 5) (Quilceda Creek to Portage Creek)

2.000

2.032

2.005

EASEMENT AREA

2.002

2.021

1

2.022

136th ST. N.E.

18

15

14

1

13

MARYSVILLE INDUSTRIAL PARK

17

16

12

134th ST. N.E.

11

8

10

9

38th AVE. N.E.

VOL 1824 PAGE 0277

RECORDED

1984 JAN -4 AM 9: 22

DEAN V. WILLIAMS, AUDITOR
SNOHOMISH COUNTY, WASH.

William Smith
COUNTY

0401040102

BURLINGTON NORTHERN RAILROAD

PACIFIC HIGHWAY

(HIGHWAY 99)

(GREAT NORTHERN)

COUNTY ROAD

s;MAINTCOVENANT:J/
After recording, mail to:

500

Engineering Manager, Land Development
Snohomish County Dept. of Public Works
Fifth Floor, County Administration Bldg.
Everett, WA 98201

8607250309

RESTRICTIVE COVENANT/EQUITABLE SERVITUDE
FOR MAINTENANCE OF DRAINAGE FACILITIES

For the purpose of keeping upstream and downstream properties free from any adverse consequences of surface water which may be accelerated or increased in volume as a result of activities on their property, Mr. W. H. Peterson, pursuant to Snohomish County regulations, shall install certain drainage facilities. Said facilities have been designed by SCR Eng. Assoc. engineers and are in accordance with the Snohomish County Drainage Ordinance, Title 24, S.C.C. In order for the drainage facilities to operate properly, they must be regularly maintained by no less than an annual inspection of catch basins and piping followed by cleaning and servicing the drainage system as may be necessary to maintain operation.

Accordingly, Mr. W. H. Peterson, agree and covenant that they and their heirs, successors and assigns, will annually inspect the catch basins and piping, and clean and service the drainage system, as required to maintain design operation as long as the approved drainage facilities on the below-described property remain a private storm-water retention/detention system. This agreement shall be construed as a restrictive covenant and/or equitable servitude running with the land, and shall be binding upon the undersigned owners, their heirs, successors and assigns, in perpetuity, or until the private drainage system is dedicated to the public, if ever. This covenant/servitude shall be solely binding on the below-described property and shall not be construed as a covenant relating to any other properties upstream or downstream over which present or future owners may have no control unless specifically detailed herein:

Legal Description: Section 04 Township 30 Range 05 16th RT8

3803 136th St. N.E.
Marysville, WA 98270

Tax account number 043005-2-005-0006

COVENANTED this 25 day of July, 1986.

Wally Peterson
DEPUTY
DEAN V. WILLIAMS, AUDITOR
SNOHOMISH COUNTY, WASH

RECORDED
JUL 25 PM 1:25

Mr. W.H. (Wally) Peterson
APPLICANT'S NAME

Wally Peterson
APPLICANT'S NAME

STATE OF WASHINGTON)
)ss
COUNTY OF SNOHOMISH)

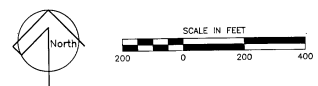
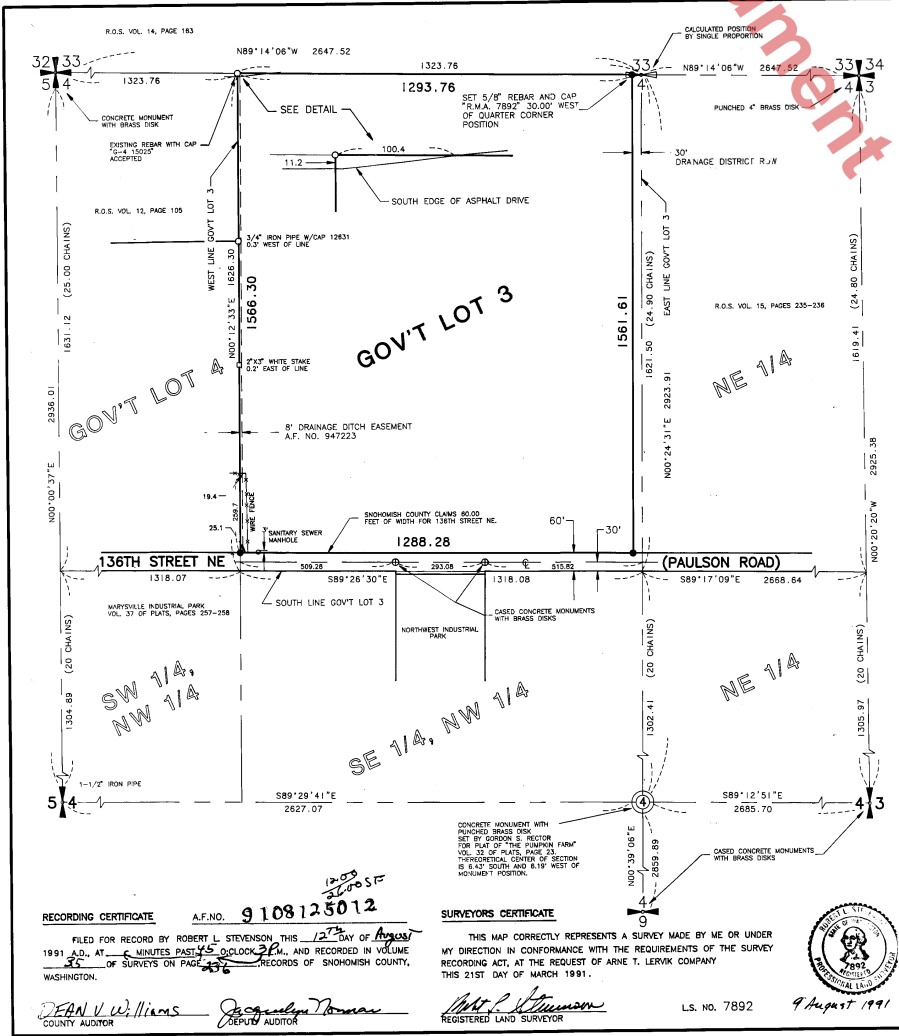
On this day personally appeared before me W. H. Peterson, Notary Public, known to be the individuals described in and who executed the within and foregoing instrument and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 25 day of July, 1986.

W. H. Peterson
NOTARY PUBLIC in and for the State
of Washington, residing at
Arlington

VOL 1982 PAGE 1828

8607250309



BASIS OF BEARINGS: ASSUMED
 METHOD OF SURVEY: FIELD TRAVERSE
 METHOD OF ADJUSTMENT: COMPASS RULE
 INSTRUMENTATION: 1.5" TOTAL STATION (WILD TC1600)

- LEGEND**
- SET 5/8" REBAR W/CAP "R.M. 7892"
 - EXISTING PROPERTY CORNER AS DESCRIBED

LEGAL DESCRIPTION

GOVERNMENT LOT 3 IN SECTION 4, TOWNSHIP 30 NORTH, RANGE 9 EAST, W.M.; EXCEPT THAT PORTION CONVEYED TO SNOHOMISH COUNTY FOR DRAINAGE DISTRICT NO. 5 BY INSTRUMENT RECORDED IN VOLUME 176 OF DEEDS ON PAGE 564 UNDER AUDITOR'S FILE NO. 236008; AND EXCEPT ANY PORTION THEREOF LYING WITHIN PAULSON ROAD, ALSO KNOWN AS 136TH STREET N.E. SITUATED IN SNOHOMISH COUNTY, WASHINGTON.

AMMENDMENT

THIS SURVEY IS AN AMMENDMENT TO THAT RECORD OF SURVEY RECORDED IN VOLUME 34 OF SURVEYS, PAGE 235, RECORDS OF SNOHOMISH COUNTY, WASHINGTON. THE CHANGES HEREON ARE REFLECTIVE OF ACCEPTING THE MONUMENTED CENTER OF SECTION 4, RATHER THAN THE THEORETICAL CENTER OF SECTION (AS SHOWN IN THE PREVIOUS SURVEY), IN ORDER TO CONFORM WITH THE MAJORITY OF SURVEYS AND PLATS IN SECTION 4.

PLAT OF SURVEY FOR THE ARNE T. LERVIK COMPANY
 IN THE NE 1/4, NW 1/4, SEC. 4, T.30N., R.9E., W.M. SNOHOMISH COUNTY WASHINGTON

RECORDING CERTIFICATE A.F. NO. **9108125012**
 FILED FOR RECORD BY ROBERT L. STEVENSON THIS 12TH DAY OF August 1991 A.D. AT 4:45 MINUTES PAST 4:00 O'CLOCK P.M., AND RECORDED IN VOLUME 35 OF SURVEYS ON PAGE 43 RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

DEAN V. Williams COUNTY AUDITOR
 Jacquelyn Thomas DEPUTY AUDITOR

SURVEYORS CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT, AT THE REQUEST OF ARNE T. LERVIK COMPANY THIS 21ST DAY OF MARCH 1991.

Arne T. Lervik REGISTERED LAND SURVEYOR



LS. NO. 7892 9 August 1991

REID MIDDLETON		19031 33rd Ave. W., Suite 301 LYNNWOOD, WA 98036-5538 208-775-3434	FIELD BOOK NO. 670 SERIES DATE OF FIELD SURVEY 3-29-91
DATE OWNED BY 7-3-91	ORDERED BY RLS	DATE ORDERED 7-4-91	SCALE 1"=200'
FILE NO. 21-90-012		PAGE 1 of 1	

EASEMENT FOR INGRESS AND EGRESS 9

9112190490

1. Identification of Owner/Declarant. The owner of the fee interest in the property over which this Easement is being created is MARYSVILLE INVESTMENTS, INC., a Washington Corporation.
2. Location and Size of Easement. The location and size of the Easement hereby created is described on the attached Exhibit "A," which is located on the servient estate, the legal description for which is attached hereto as Exhibit "C".
3. Benefitted Property. The legal description of the benefitted property entitled to exercise the rights created by this Easement and whose favor this Easement is being created is described on the attached Exhibit "B."
4. Purpose of Easement. This Easement is being created for the following purposes:
 - 4.1 To provide an easement for ingress and egress over and across the real property legally described in Exhibit "A" attached hereto, to and for the benefit of, the benefitted property which is legally described in Exhibit "B", attached hereto.
5. Creation of Easement. MARYSVILLE INVESTMENTS, INC. does hereby convey and quit claim to the current and future owners of the benefitted property described in Exhibit "B" an Easement over and across the real property described in Exhibit "A" for the purposes of ingress and egress from Smokey Point Blvd. to the benefitted property. This Easement shall be appurtenant to said benefitted property and shall not be terminated upon merger of title between the benefitted property and the servient estate.
6. Binding on Successors. This Easement shall be binding upon the Declarant, its successors and assigns.
7. Future Amendment. This Easement may be amended only in writing by the owners of the said benefitted property and the owners of the servient estate, with the written approval of all mortgagees (including beneficiaries under Deeds of Trust) of the servient estate.

Dated this 18th day of December, 1991.

MARYSVILLE INVESTMENTS, INC.:

by: Richard D. Almborg President

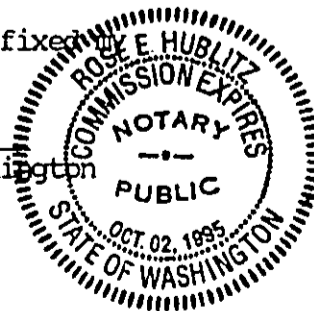
by: John D. Chapman Secretary

STATE OF WASHINGTON)
) SS.
COUNTY OF ISLAND)

On this 18th day of December, 1991, before me personally appeared Richard D. Almborg and John D. Chapman to me known to be the PRESIDENT and SECRETARY, respectively, of MARYSVILLE INVESTMENTS, INC., 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 are authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Rose E. Hublitz
Notary Public in and for the state of Washington
Residing in Oak Harbor
My commission expires: ~~May 15, 1993~~
10-2-95



NO EXCISE TAX
REQUIRED

DEC 19 1991

KIRKE STEVERS, Snohomish County Treasurer
By KIRKE STEVERS

9112190490

EXHIBIT "A"

LEGAL DESCRIPTION

Ingress and egress access easement
per Binding Site Plan ZA-9007385

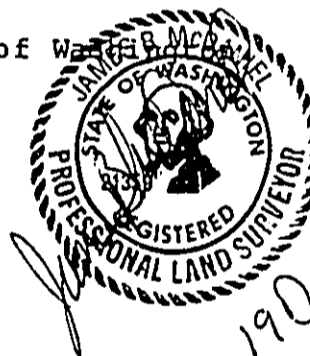
That portion of Government Lot 4, Section 4, Township 30
North, Range 5 East, W.M., described as follows:

Beginning at the Southwest corner of "Parcel B" as described
and delineated on that Record of Survey as filed in Book
36 of Surveys at page 279 under Auditor's File No.
9112195003; thence $N89^{\circ}42'13''E$, along the South line of
said "Parcel B", for a distance of 136.07 feet; thence,
leaving said South line, $N0^{\circ}17'47''W$ for a distance of 60.00
feet; thence $S89^{\circ}42'13''W$, parallel with said South line, for
a distance of 150.00 feet to the East line of Smokey Point
Boulevard; thence $S13^{\circ}21'47''E$, along said East line, for a
distance of 61.59 feet to the POINT OF BEGINNING.

This Legal Description is delineated as "Ingress and Egress
Access Easement per Binding Site Plan ZA-9097385" on that
Record of Survey filed in Book of 36 Surveys at page 279,
under Auditor's File No. 9112195003 which by reference
thereto is made a part hereof.

Situate in the County of Snohomish, State of Washington

HARMSSEN AND ASSOCIATES, INC.
17614 162nd St. S.E.
P.O. Box 516, Monroe, WA 98272
794-7811 / 743-2737



9112190490

VOL. 2513 PAGE 0858

'91 DEC 19 P1:08

DEAN W. MELINE
SNOHOMISH COUNTY

DEPUTY
Georgia L. Meline

EXHIBIT "B"

Per Quit Claim Deed recorded under Auditor's File No. 7805030005.

That portion of Government Lot 4, Section 4, Township 30 North, Range 5 East, W.M., described as follows:

Beginning at the Southeast corner of said Government Lot 4; thence West 209 feet to the TRUE POINT OF BEGINNING; thence North 525 feet, more or less, to the North line of tract conveyed to Moses Pike by deed recorded May 19, 1909, under Auditor's File No. 141663; thence West to the East line of county road known as Highway 99, said road being described in deed recorded June 17, 1913, under Auditor' File No. 190204; thence Southerly along East line of said Highway 99 to South line of said Government Lot 4; thence East to TRUE POINT OF BEGINNING;

EXCEPT county road along the Southerly line of said premises known as 136th Street conveyed to Snohomish by deed recorded under Auditor's File No. 2166391;

AND EXCEPT additional right of way bordering said Highway 99 and 136th Street as conveyed to State of Washington by deed recorded June 24, 1952 under Auditor's File No. 1030807.

Situate in the County of Snohomish, State of Washington.

EXHIBIT "C"

That portion of Government Lot 4, Section 4, Township 30 North, Range 5 East, W.M., lying Easterly of County Road; EXCEPT the South 10 acres thereof, as conveyed to Mose Pike by instrument recorded May 19, 1909, in Volume 114 of Deeds, page 275;

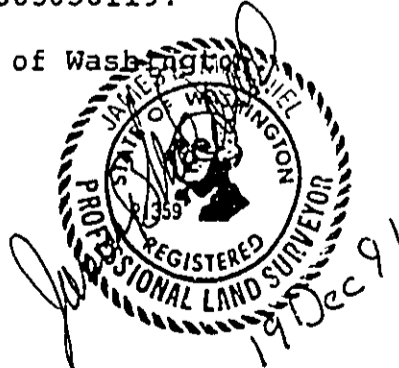
EXCEPT the East 209 feet thereof;

EXCEPT the North 549.15 feet thereof;

AND EXCEPT the Westerly 20 feet as conveyed to Snohomish County by Deed under Auditor's File No. 8005050119.

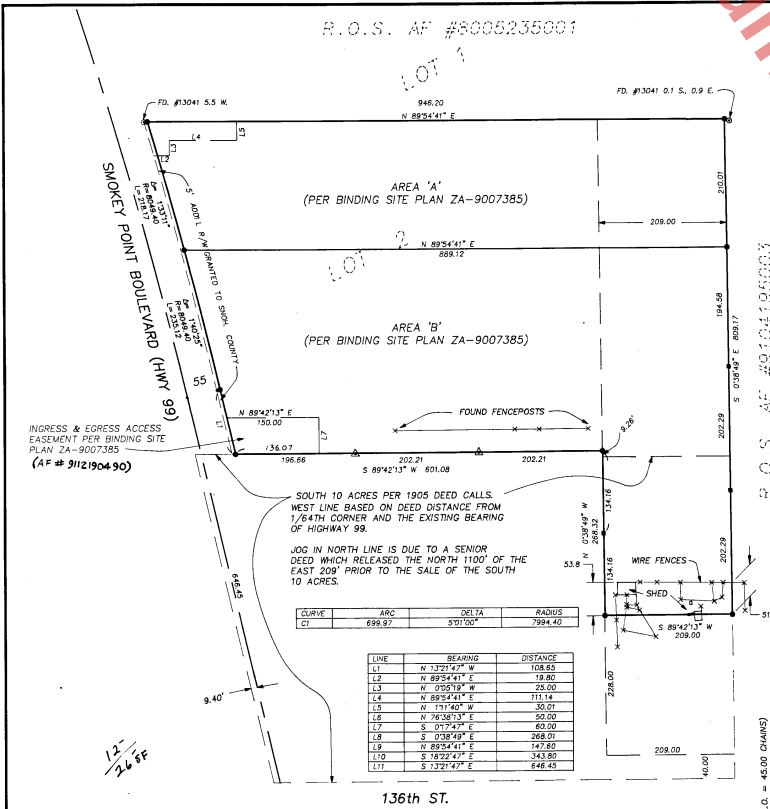
Situate in the County of Snohomish, State of Wash.

HARMSSEN AND ASSOCIATES, INC.
17614 162nd St. S.E.
P.O. Box 516, Monroe, WA 98272
794-7811 / 743-2737



9112190490

R.O.S. AF #8005235001



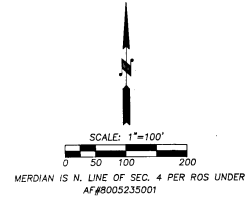
INGRESS & EGRESS ACCESS EASEMENT PER BINDING SITE PLAN ZA-9007385 (AF # 912190490)

CURVE	ARC	DELTA	RADIUS
CT	699.97	570.00'	7994.40'

LINE	BEARING	DISTANCE
L1	N 139°19' W	108.63
L2	N 89°54'41" E	19.80
L3	N 0°50'19" W	25.00
L4	N 89°54'41" E	111.14
L5	N 71°40' W	30.01
L6	N 76°08' W	50.00
L7	S 0°19'49" E	60.00
L8	S 0°38'49" E	268.01
L9	N 89°54'41" E	147.60
L10	S 16°22'47" E	343.89
L11	S 13°21'42" E	648.45

LEGEND:

- SET IRON PIPE #28074
- FOUND REBAR AS NOTED
- SET IRON PIPE FOR LINE ONLY
- △ SET WOODEN HUB FOR LINE ONLY



SURVEY PROCEDURES & EQUIPMENT: FIELD TRAVERSE & WLD TC-1600

LEGAL DESCRIPTION:

PARCEL A:

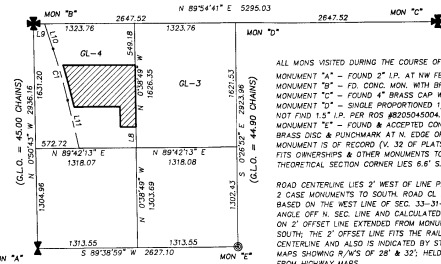
That portion of Government Lot No. 4, Section 4, Township 30 North, Range 5 East, W.M., described as follows: Commencing at the Southeast corner of said Government Lot No. 4; thence North 268 feet to the True Point of Beginning; thence continue North 1290 feet, more or less, to the North line of said Government Lot No. 4; thence West along said North line 209 feet; thence South 1290 feet, more or less, to a point due West of the True Point of Beginning; thence East 209 feet to the True Point of Beginning; EXCEPT the North 549.15 feet thereof; Situate in the County of Snohomish, State of Washington.

PARCEL B:

That portion of Government Lot 4, Section 4, Township 30 North, Range 5 East, W.M., lying Easterly of County Road; EXCEPT the South 10 acres thereof, as conveyed to Mose Pike by instrument recorded May 19, 1909 in Volume 114 of Deeds, page 275. EXCEPT the East 209 feet thereof; EXCEPT the North 549.15 feet thereof; AND EXCEPT the Westerly 20 feet as conveyed to Snohomish County by Deed under Auditor's File No. 8005050119.

Situate in the County of Snohomish, State of Washington.

Containing 530,740 square feet (after 5' additional dedication).



ALL MONS VISITED DURING THE COURSE OF THIS SURVEY

MONUMENT "A" - FOUND 2" I.P. AT NW FENCE CORNER.

MONUMENT "B" - FD. CONC. MON. WITH BRASS DISC.

MONUMENT "C" - FOUND 4" BRASS CAP WITH PUNCHMARK.

MONUMENT "D" - SINGLE PROPORTIONED 1/4 CORNER. DID NOT FIND 1.5" I.P. PER ROS #8205045004.

MONUMENT "E" - FOUND & ACCEPTED CONC. MON. WITH BRASS DISC & PUNCHMARK AT N. EDGE OF DRAINAGE DITCH.

MONUMENT IS OF RECORD (V. 32 OF PLATS, P. 23) AND FITS OWNERSHIP & OTHER MONUMENTS TO SOUTH.

THEORETICAL SECTION CORNER LIES 6.6' S. & 6.2' W.

ROAD CENTERLINE LIES 2' WEST OF LINE PROJECTED FROM 2 CASE MONUMENTS TO SOUTH ROAD CL ALIGNMENT IS BASED ON THE WEST LINE OF SEC. 33-31-S. HILD MAP. ANGLE OF N. SEC. LINE AND CALCULATED THE P.I. BASED ON 2' OFFSET LINE EXTENDED FROM MONUMENTS TO THE SOUTH. THE 2' OFFSET LINE FITS THE MAINTENANCE CENTERLINE AND ALSO IS INDICATED BY STATE HIGHWAY MAPS SHOWNING 1/2 S. OF 28' & 32'. HILD CURVE DATA FROM HIGHWAY MAPS.

912195003
AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 19th DAY OF December 1991 AT 1:05 P.M. IN BOOK 32 OF SURVEYS AT PAGE 279 AT THE REQUEST OF HARMSEN AND ASSOCIATES, INC.

DEAN V. WILLIAMS
COUNTY AUDITOR
Georgina Melvin
DEPUTY COUNTY AUDITOR

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE SURVEY RECORDING ACT AT THE REQUEST OF RICK ALMBERG IN DECEMBER, 1991.

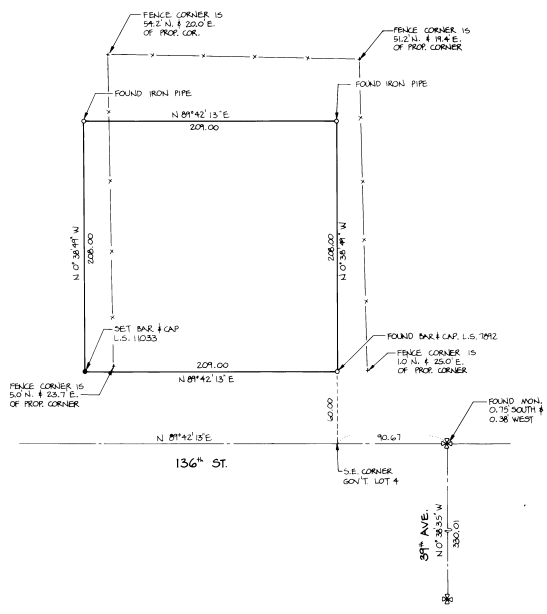
Douglas R. Slager
DOUGLAS R. SLAGER, P.L.S. #28074



ISLAND CONST. & DEVELOPMENT, INC.

RECORD OF SURVEY		
SCALE: 1" = 100'	S.T.R. INDEX: 4 - 30 - 5	HARMSEN & ASSOC., INC.
DRAWN BY D.R.S.	W.M.W.	P.O. BOX 518
DEC. 17, 1991	F/B	MORRIS, WA. 98272
REVISED:	JOB# 007-01-91	PH: 794-7811/743-2737

Document

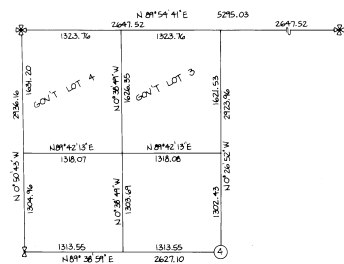


LEGAL DESCRIPTION

THE EAST 209 FEET OF THE SOUTH 240 FEET OF GOVERNMENT LOT 1, SECTION 4, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M. EXCEPT ROAD.

NOTES

1. THIS SURVEY WAS PERFORMED USING A LEITZ-BORUKORA TOTAL STATION WITH ELECTRONIC READING TRIEODOLITE WITH INTERNAL ELECTRONIC DISTANCE MEASUREMENT WHICH PRODUCES AN ACCURACY GREATER THAN 1:5000.
2. SEE RECORD OF SURVEY RECORDED IN BOOK 36 OF SURVEYS ON PAGE 271, RECORDS OF SNOHOMISH COUNTY.



1/4 SECTION BREAKDOWN

SCALE: 1"=200
PER R.O.S., BOOK 36, PAGE 271

Phys

9505045002

RECORDING CERTIFICATE
 THIS MAP RECORDED BY KEGL & ASSOCIATES INC
 THIS MAP WAS RECORDED ON MAY 1995 A.D. AT
4:44 P.M. ON PAGE 271
 RECORDS OF SNOHOMISH COUNTY WASHINGTON.
BOB TERVILLIGER COUNTY AUDITOR
DAVE ZIL DEPUTY AUDITOR

SURVEYORS CERTIFICATE
 THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR
 UNDER MY DIRECTION IN CONFORMANCE WITH THE
 REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE
 REQUEST OF SARAH L. LESLIE THIS 27 DAY
 OF MAY 1995
KEGL & ASSOCIATES INC REGISTERED LAND SURVEYOR LS NO. 11073



NO.	REVISION	BY	CHECKED	DATE
Kegel & Associates, Inc.		RECORD OF SURVEY		SCALE 1"=50
CONSULTING ENGINEERS		for		DATE APRIL 1995
SURVEYORS & PLANNERS		CARL ELSKE		DRAWN BY G. NICHOLSON
9800 Evergreen Way		NW 1/4 Sec. 4, T 30 N, R 5 E, W.M.		CHECKED BY J. VRELL
Everett, Washington 98204		SNOHOMISH COUNTY, WA.		SHEET NO. 1
Ph. (206) 353-1119 or 775-5424				JOB NO. 12232



1180 (Rev. 10/92)

9.00

DISTRIBUTION EASEMENT
Underground and / or Overhead

E 29995
S 04 T 30 R 05

THIS INDENTURE made this 3RD day of JULY, 1995, between,
WALLACE H. PETERSON, as his separate property

hereinafter referred to as Grantor; PUBLIC UTILITY DISTRICT NO. 1 SNOHOMISH COUNTY,
hereinafter referred to as Grantee; and,
hereinafter referred to as Mortgagee, WITNESSETH:

WHEREAS, Grantor is the owner of certain lands and premises situated in the County of Snohomish, State of Washington, Described as follows, to-wit:

That portion of GOVERNMENT LOT 4, SECTION 4, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M., described as follows:
Beginning at the Southeast corner of said Government Lot 4; thence West 209 feet to the True point of beginning thence
North 525 feet, more or less, to the North line of tract conveyed to Moses Pike by Deed recorded May 9, 1909, under
Auditor's file No. 141663; thence West to the East line of County road known as Highway 99, said road being described in
Deed recorded June 17, 1913 under Auditor's file No. 190204; thence Southerly along East line of said Highway 99 to South
line of said Government Lot 4; thence East to the True point of beginning;
EXCEPT county road along the Southerly line of said premises known as 136th street, conveyed to Snohomish County by
Deed recorded under Auditor's file No. 2166391 and EXCEPT additional right-of-way bordering Highway 99 and 136th St. as
conveyed to the State Washington by Deed recorded June 24, 1952 under Auditor's file No. 10300807.

95081218056

RECORDED

'95 AUG 17 2:12 PM

NO EXCISE TAX
REQUIRED
AUG 17 1995
KIRKE SIEVERS, Snohomish County Treasurer
By KIRKE SIEVERS

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

NOW, THEREFORE, Grantor, for and in consideration of the sum of \$1.00 and other valuable consideration, receipt of which is hereby acknowledged,
hereby conveys and grants to Grantee, its agents, contractors, successors and assigns, the perpetual right, privilege, and authority to construct, erect, alter,
improve, extend, repair, operate, and maintain electric distribution line facilities consisting of poles and/or structures and/or underground facilities, or
combinations thereof, with necessary braces, guys and anchors, and to install or place upon or suspend from such poles or facilities, distribution wires,
insulators, cross-arms, transformers, and other electrical equipment, communication wires and/or cables, and other necessary or convenient
appurtenances, across, over, under and upon the following described lands and premises situated in the County of Snohomish, State of Washington, to-wit:

That portion of the above described property being a strip of land 10 ft. ^{along the southerly property line} feet in width lying 7 feet on each side of the centerline
~~of the electrical facilities situated thereon~~ and located approximately as shown as the darkened area on Exhibit "A" attached
hereto and by reference made a part hereof.

Together with the right of ingress to and egress from said lands across adjacent lands of the Grantor, for the purpose of constructing, reconstructing,
repairing, renewing, altering, changing, patrolling and operating said line, and the right at any time to remove said facilities from said lands.

Also the right at all times to cut and/or trim all brush, timber, trees or other growth standing or growing upon the lands of Grantor which, in the opinion of
Grantee, constitute a menace or danger to said line or to persons or property by reason of proximity to said line. Grantor and the heirs, successors, or
assigns of Grantor hereby covenant and agree not to construct or permit to be constructed any structures or any kind on the easement area without
approval of the District.

The Grantor and the heirs, successors or assigns of Grantor covenant and agree not to do any blasting or discharge any explosives within a distance of
three hundred (300) of said line without giving reasonable notice in writing to the Grantee, its successors or assigns, of intention so to do.

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

The Grantor also covenants to and with the Grantee that Grantor is lawfully seized and possessed of land aforesaid; has a good and lawful right and
power to sell and convey same; that same are free and clear of encumbrances, except as above indicated; and that Grantor will forever warrant and defend
the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

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

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

By:
Wallace H. Peterson

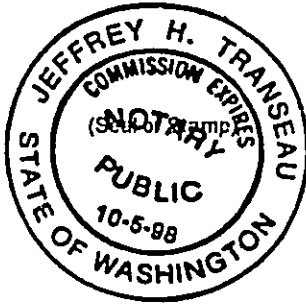
By: _____

PLEASE NOTARIZE SIGNATURES ON REVERSE SIDE

(INDIVIDUAL ACKNOWLEDGMENT)

State of Washington
County of Snohomish _____

I certify that I know or have satisfactory evidence that Wallace H. Peterson and _____
signed this instrument and acknowledged it to be (his, her, their) free and
voluntary act for the uses and purposes mentioned in the instrument.



Dated July 3, 1995
Signature of Notary Public [Signature]
Title NOTARY PUBLIC Jeffrey H. Transeau
My Appointment Expires Oct. 5, 1998

(INDIVIDUAL ACKNOWLEDGMENT)

State of Washington
County of Snohomish _____

I certify that I know or have satisfactory evidence that _____ and _____
signed this instrument and acknowledged it to be (his, her, their) free and voluntary
act for the uses and purposes mentioned in the instrument.

(Seal or Stamp)

Dated _____
Signature of Notary Public _____
Title _____
My Appointment Expires _____

(REPRESENTATIVE ACKNOWLEDGMENT)

State of Washington
County of Snohomish _____

I certify that I know or have satisfactory evidence that _____ and _____
signed this instrument, on oath stated that (he, she, they) (was, were) authorized to
execute the instrument and acknowledged it as the _____ and _____
(Officer, Trustee, President, etc.)
of _____ to
(Name of party on behalf of who instrument was executed)

be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

FOR P.U.D. USE ONLY-PLEASE DO NOT WRITE BELOW THIS LINE

Work Order No.
Drawing No.

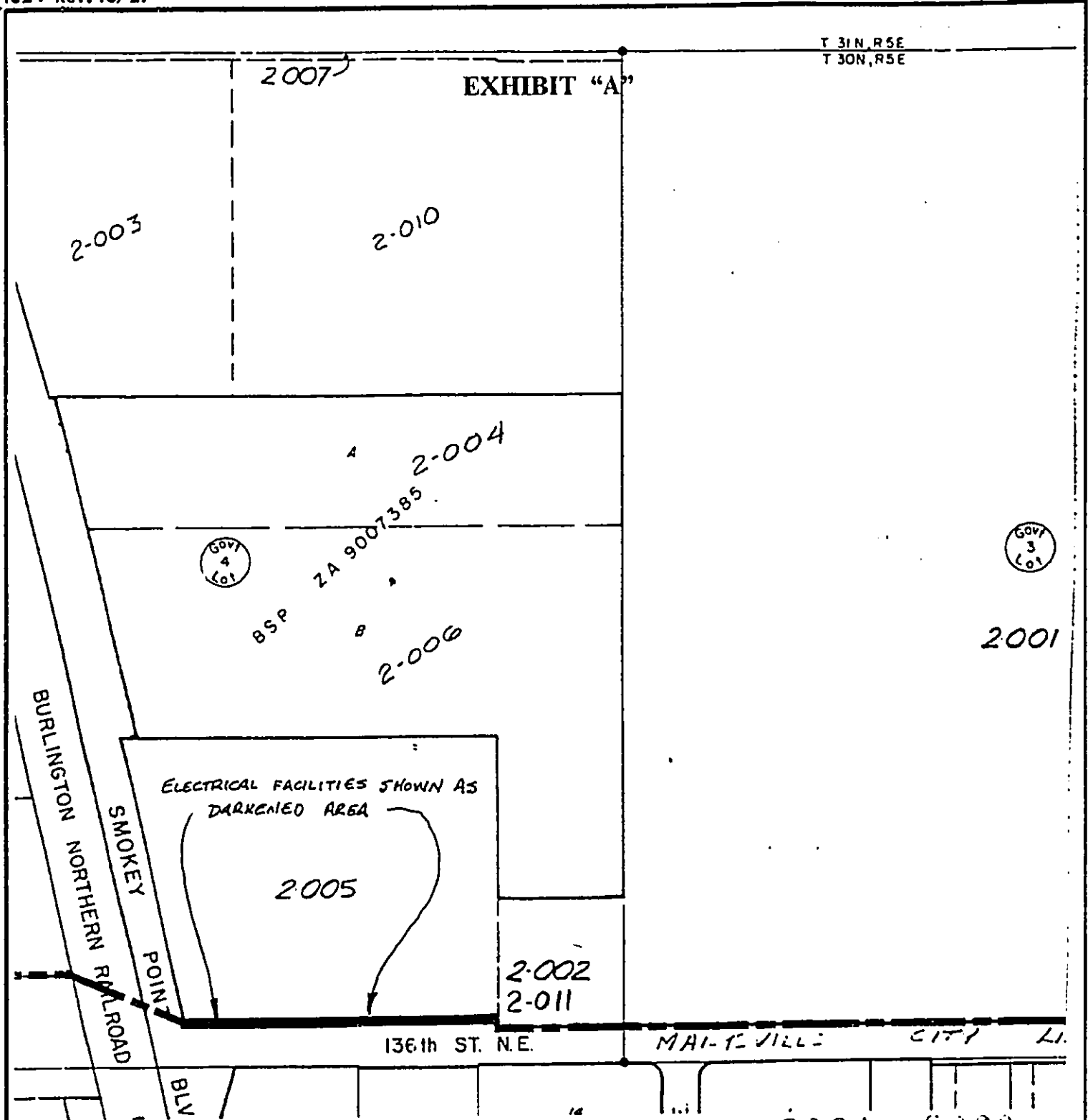
RETURN TO:
P.U.D. No. 1
P.O. BOX 1107
EVERETT, WA 98206

EASEMENT

From: _____

TO: PUBLIC UTILITY DISTRICT NO. 1
OR SNOHOMISH COUNTY

T 31N, R5E
T 30N, R5E



2001

VOL. 3061 PAGE 2960

9508170193

NOT TO SCALE



A PORTION OF GOVERNMENT LOT 4,
SECTION 4, TOWNSHIP 30 NORTH, RANGE
5 EAST, W.M.
NAME: WALLACE H. PETERSON

PUBLIC UTILITY DISTRICT NO. 1 OF
SNOHOMISH COUNTY -- EVERETT, WN.

DRAWN	DATE	APPROVED	DRAWING
J.T.	6/1/95		A-

8.00

DISTRIBUTION EASEMENT
Underground and / or Overhead

E 30622
S 04 T30N R5E

THIS INDENTURE made this 3RD day of April, 1995, between,
CARL E. ELSKE and SARAH C. ELSKE, his wife

hereinafter referred to as Grantor; PUBLIC UTILITY DISTRICT NO. 1 SNOHOMISH COUNTY,
hereinafter referred to as Grantee; and,
hereinafter referred to as Mortgagee, WITNESSETH:

WHEREAS, Grantor is the owner of certain lands and premises situated in the County of Snohomish, State of Washington, Described as follows, to-wit:

East 209 feet of the South 268 feet of Government Lot 4, Section 4, Township 30 North, Range 5 East, W.M., EXCEPT road; situate in the County of Snohomish, State of Washington.

NO EXCISE TAX
REQUIRED

MAR 22 1996

By: Snohomish County Treasurer
By: BOB DANTINI

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

NOW, THEREFORE, Grantor, for and in consideration of the sum of \$1.00 and other valuable consideration, receipt of which is hereby acknowledged, hereby conveys and grants to Grantee, its agents, contractors, successors and assigns, the perpetual right, privilege, and authority to construct, erect, alter, improve, extend, repair, operate, and maintain electric distribution line facilities consisting of poles and/or structures and/or underground facilities, or combinations thereof, with necessary braces, guys and anchors, and to install or place upon or suspend from such poles or facilities, distribution wires, insulators, cross-arms, transformers, and other electrical equipment, communication wires and/or cables, and other necessary or convenient appurtenances, across, over, under and upon the following described lands and premises situated in the County of Snohomish, State of Washington, to-wit:

~~This portion of the above described property being hereby granted to the Grantee for the purpose of constructing, erecting, altering, improving, extending, repairing, operating, and maintaining electric distribution line facilities consisting of poles and/or structures and/or underground facilities, or combinations thereof, with necessary braces, guys and anchors, and to install or place upon or suspend from such poles or facilities, distribution wires, insulators, cross-arms, transformers, and other electrical equipment, communication wires and/or cables, and other necessary or convenient appurtenances, across, over, under and upon the following described lands and premises situated in the County of Snohomish, State of Washington, to-wit:~~

The southerly 10 feet of the above described property

Together with the right of ingress to and egress from said lands across adjacent lands of the Grantor, for the purpose of constructing, reconstructing, repairing, renewing, altering, changing, patrolling and operating said line, and the right at any time to remove said facilities from said lands.

Also the right at all times to cut and/or trim all brush, timber, trees or other growth standing or growing upon the lands of Grantor which, in the opinion of Grantee, constitute a menace or danger to said line or to persons or property by reason of proximity to said line. Grantor and the heirs, successors, or assigns of Grantor hereby covenant and agree not to construct or permit to be constructed any structures or any kind on the easement area without approval of the District.

The Grantor and the heirs, successors or assigns of Grantor covenant and agree not to do any blasting or discharge any explosives within a distance of three hundred (300) of said line without giving reasonable notice in writing to the Grantee, its successors or assigns, of intention so to do.

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

The Grantor also covenants to and with the Grantee that Grantor is lawfully seized and possessed of land aforesaid; has a good and lawful right and power to sell and convey same; that same are free and clear of encumbrances, except as above indicated; and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

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

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

By: Carl E. Elske
Carl E. Elske

By: Sarah C. Elske
Sarah C. Elske

PLEASE NOTARIZE SIGNATURES ON REVERSE SIDE

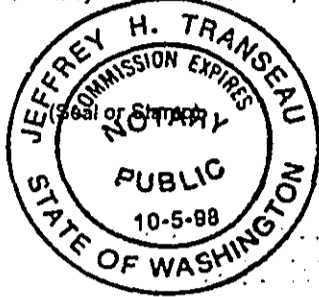
RECORDED BY SNOHOMISH COUNTY: BOB TERWILLIGER, AUDITOR

9603220199

(INDIVIDUAL ACKNOWLEDGMENT)

State of Washington
County of Snohomish

I certify that I know or have satisfactory evidence that CARL E. ELSKE and
SARAH C. ELSKE signed this instrument and acknowledged it to be (his, her, their) free and
voluntary act for the uses and purposes mentioned in the instrument.



Dated April 3, 1995
Signature of Notary Public [Signature]
Title NOTARY PUBLIC Jeffrey H. Transeau
My Appointment Expires Oct. 5, 1998

(INDIVIDUAL ACKNOWLEDGMENT)

State of Washington
County of Snohomish

I certify that I know or have satisfactory evidence that _____ and
_____ signed this instrument and acknowledged it to be (his, her, their) free and
voluntary act for the uses and purposes mentioned in the instrument.

(Seal or Stamp) Dated _____
Signature of Notary Public _____
Title _____
My Appointment Expires _____

(REPRESENTATIVE ACKNOWLEDGMENT)

State of Washington
County of Snohomish

I certify that I know or have satisfactory evidence that _____ and
_____ signed this instrument, on oath stated that (he, she, they) (was, were) authorized to
execute the instrument and acknowledged it as the _____ and
(Officer, Trustee, President, etc.)
_____ of _____ to
(Name of party on behalf of who instrument was executed)

be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.
Dated _____
(Seal or Stamp) Signature of Notary Public _____
Title _____
My Appointment Expires _____

FOR P.U.D. USE ONLY-PLEASE DO NOT WRITE BELOW THIS LINE

Work Order No. _____ RETURN TO:
Drawing No. _____ P.U.D. No. 1
P.O. BOX 1107
EVERETT, WA 98206

EASEMENT
From: _____
TO: PUBLIC UTILITY DISTRICT NO. 1
OR SNOHOMISH COUNTY

AUDITOR
SNOHOMISH COUNTY, WASH.
DEPUTY

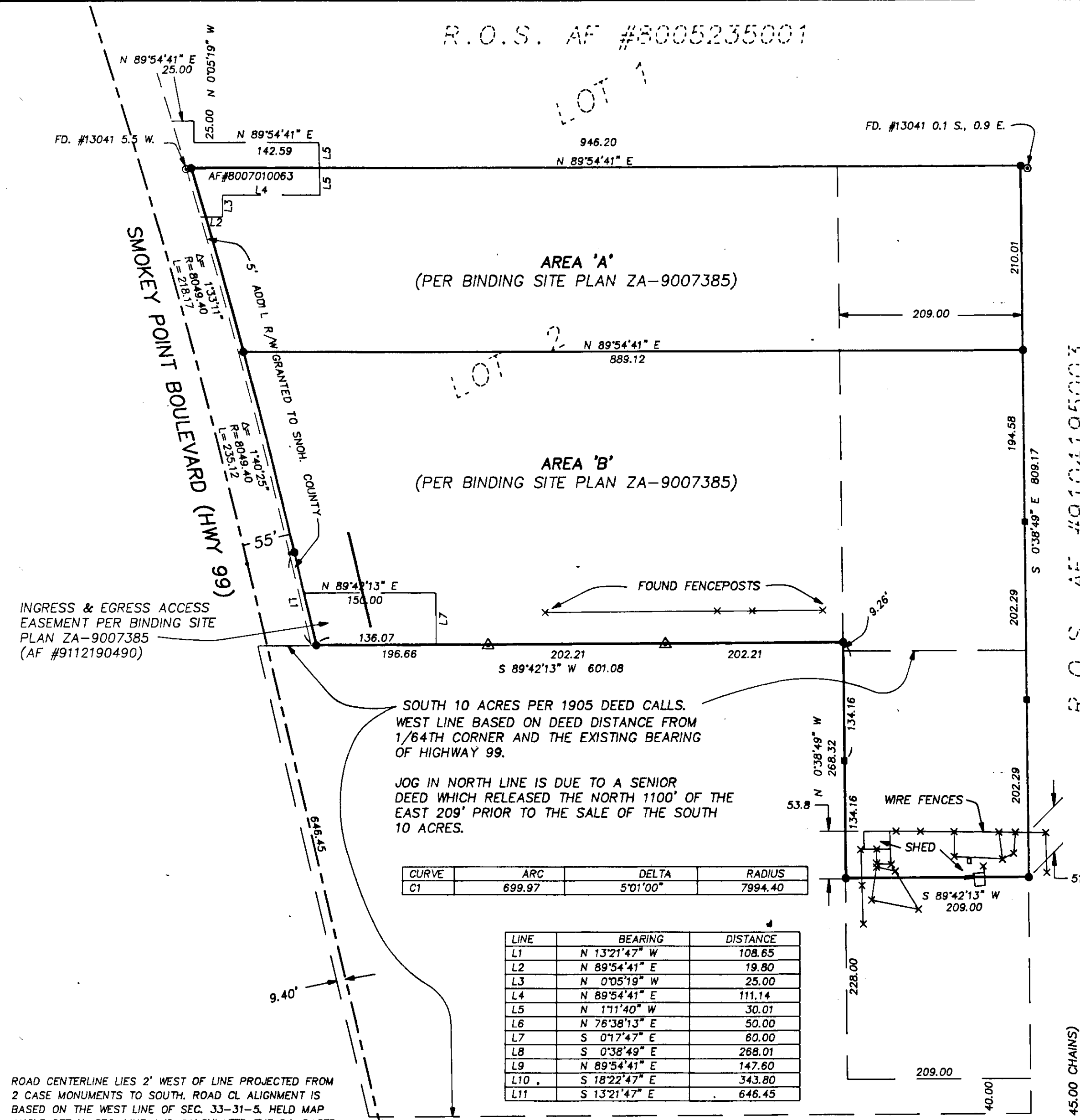
96 MAR 22 AM 10:27

9603220199

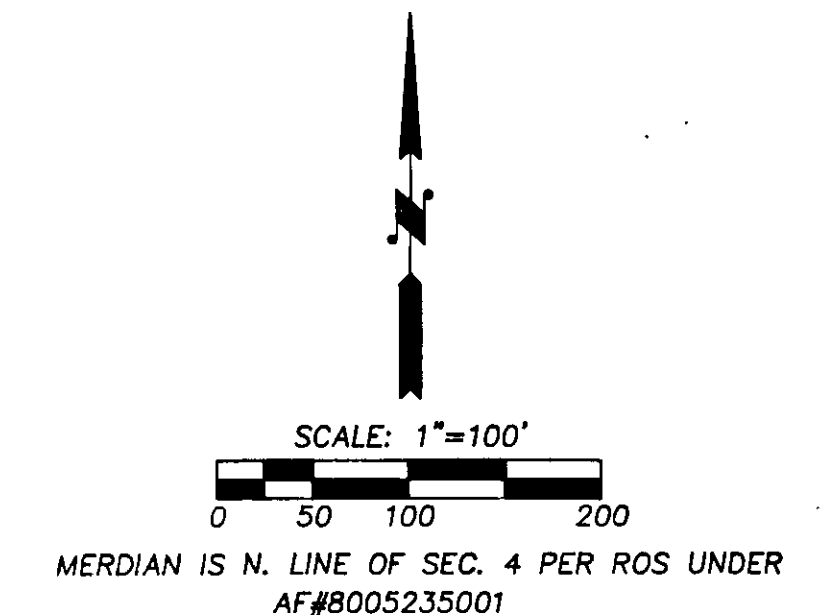
RECORDED

VOL. 3139 PAGE 1225

RECORDED BY SNOHOMISH COUNTY: BOB TERWILLIGER, AUDITOR



- LEGEND:**
- SET IRON PIPE #28074
 - ⊙ FOUND REBAR AS NOTED
 - SET IRON PIPE FOR LINE ONLY
 - △ SET WOODEN HUB FOR LINE ONLY



SURVEY PROCEDURES & EQUIPMENT:
FIELD TRAVERSE & WILD TC-1600

LEGAL DESCRIPTION:

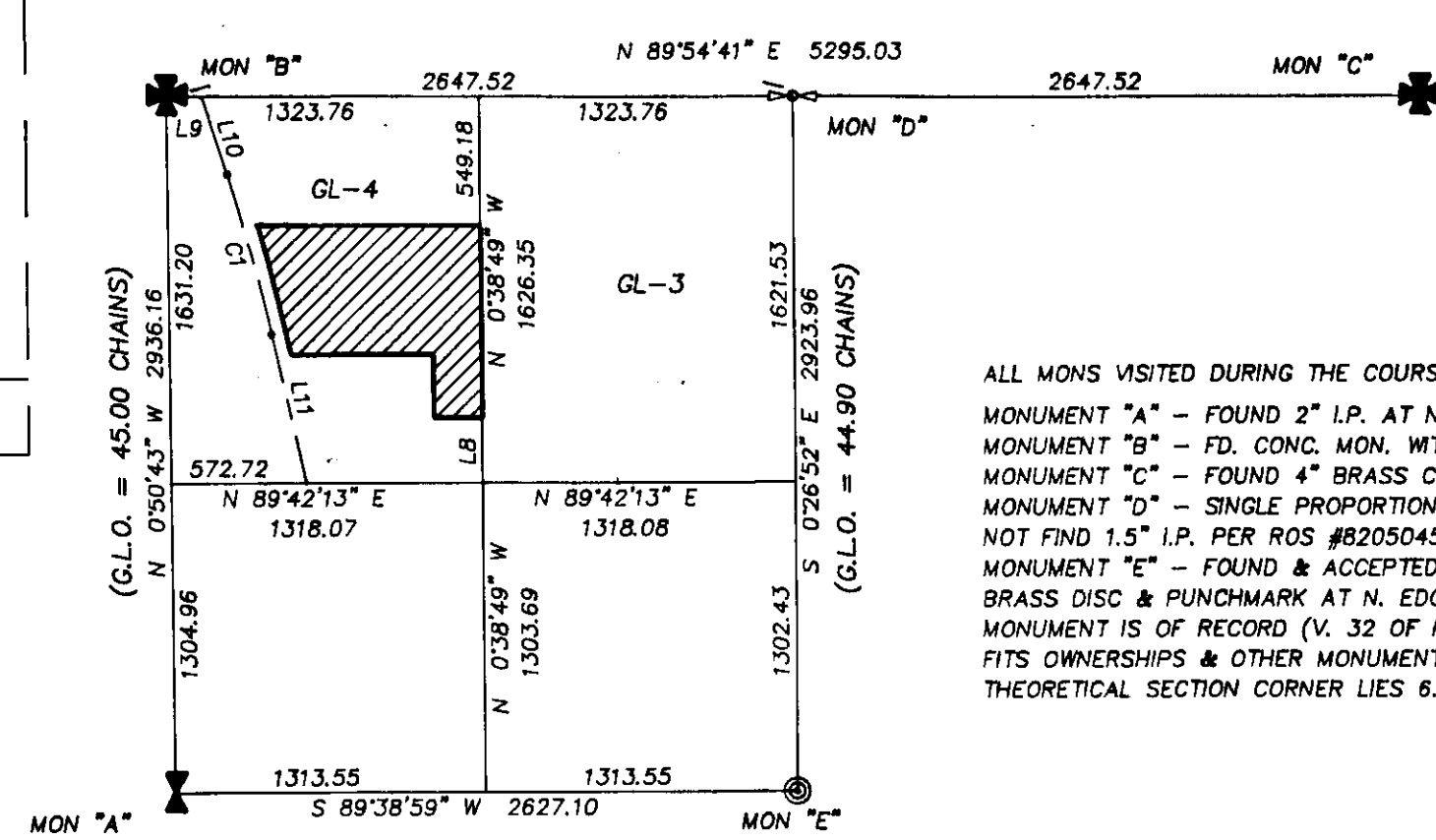
PARCEL A:

That portion of Government Lot No. 4, Section 4, Township 30 North, Range 5 East, W.M., described as follows: Commencing at the Southeast corner of said Government Lot No. 4; thence North 268 feet to the True Point of Beginning; thence continue North 1290 feet, more or less, to the North line of said Government Lot No. 4; thence West along said North line 209 feet; thence South 1290 feet, more or less, to a point due West of the True Point of Beginning; thence East 209 feet to the True Point of Beginning; EXCEPT the North 549.15 feet thereof; Situate in the County of Snohomish, State of Washington.

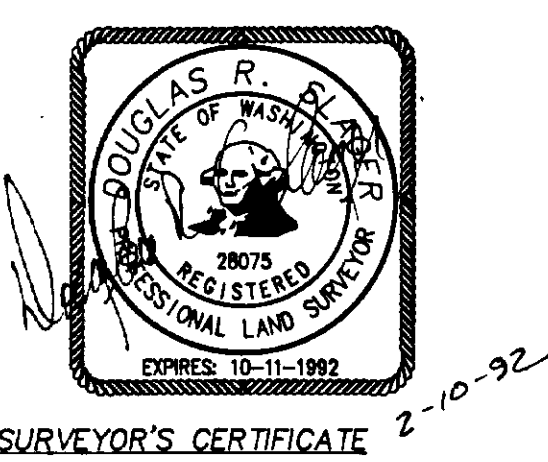
PARCEL B:

That portion of Government Lot 4, Section 4, Township 30 North, Range 5 East, W.M., lying Easterly of County Road; EXCEPT the South 10 acres thereof, as conveyed to Mose Pike by instrument recorded May 19, 1909 in Volume 114 of Deeds, page 275. EXCEPT the East 209 feet thereof; EXCEPT the North 549.15 feet thereof; AND EXCEPT the Westerly 20 feet as conveyed to Snohomish County by Deed under Auditor's File No. 8005050119.

Situate in the County of Snohomish, State of Washington.
Containing 530,740 square feet (after 5' additional dedication).



ROAD CENTERLINE LIES 2' WEST OF LINE PROJECTED FROM 2 CASE MONUMENTS TO SOUTH. ROAD CL ALIGNMENT IS BASED ON THE WEST LINE OF SEC. 33-31-5. HELD MAP ANGLE OFF N. SEC. LINE AND CALCULATED THE P.I. BASED ON 2' OFFSET LINE EXTENDED FROM MONUMENTS TO THE SOUTH; THE 2' OFFSET LINE FITS THE RAILROAD CENTERLINE AND ALSO IS INDICATED BY STATE HIGHWAY MAPS SHOWING R/W'S OF 28' & 32'; HELD CURVE DATA FROM HIGHWAY MAPS.



9204075002
9201075008
AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 7TH DAY OF APRIL 1992
AT 1:03 P.M. IN BOOK 37 OF SURVEYS AT PAGE 218
AT THE REQUEST OF HARMSEN AND ASSOCIATES, INC.

DEAN V. WILLIAMS
COUNTY AUDITOR

Deborah L. Norman
DEPUTY COUNTY AUDITOR

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE SURVEY RECORDING ACT AT THE REQUEST OF RICK ALMBERG IN DECEMBER, 1991.

DOUGLAS R. SLAGER, P.L.S. #28074

NOTE:

THIS SURVEY IS A REVISION OF THAT SURVEY RECORDED UNDER AF#9112195003, IN VOL. 36 OF SURVEYS ON PAGE 279. THE REVISIONS CONSIST OF SHOWING THE COMPLETE ACCESS ESM'T AT THE NW CORNER OF THE PROPERTY, AND ALSO DELINEATES THE MONUMENTATION USED TO ESTABLISH THE CENTERLINE OF SMOKEY POINT BOULEVARD.

ISLAND CONST. & DEVELOPMENT, INC.

AMENDED RECORD OF SURVEY

SCALE: 1" = 100'	S.T.R. INDEX 4 - 30 - 5 NW,NW	HARMSEN & ASSOC., INC. P.O. BOX 516 Monroe, WA. 98272
DRAWN BY D.R.S.	F/B 247	
DEC. 17, 1991	REVISED: 02/10/92	Ph: 794-7811/743-2737
	JOB# 007-01-91	

1/1

199912060584

After Recording Return to
Zylstra Beeksmas & Waller, P.L.L.C.
791 SE Barrington Drive
Oak Harbor, WA 98277



199912060584
12/06/1999 02:18 PM Snohomish
P.0008 RECORDED County

6682

12/06/1999 02:18 PM
Snohomish County
P.0008 RECORDED

TNT-527020

**QUIT CLAIM DEED AND
AGREEMENT CONFIRMING BOUNDARY LINE**

Grantor: Frank E. Elske and Annie C. Roush, Co-Trustees of the Sarah C. Elske Living Trust Dated May 8, 1998.

Grantee: Marysville Investments, Inc., a Washington Corporation

Abbreviated Legal: Portion Government Lot 4, Section 4, Township 30 North, Range 5 East W.M.

Tax Parcel No.: 043005-2-011-0008
043005-2-002-0009
043005-2-004-0007_{6 5}

RECITALS

The Grantee is the owner of Tax Parcel 043005-2-004-0007_{6 5} The legal description of which is attached hereto as Exhibit 1 (hereinafter the "Marysville Property")

The Grantor is the owner of the following described property, hereinafter referred to as the "Elske Property", to wit

East 209 feet of the South 268 feet of Government Lot 4, Section 4, Township 30 North, Range 5 East, Willamette Meridian, EXCEPT road, situate in the County of Snohomish, State of Washington

Assessor's Tax Account No 043005-2-011-0008
043005-2-002-0009

Quit Claim Deed and Agreement
Confirming Boundary Line.../1

The Elske Property is adjacent to the South of the Marysville Property

The Marysville Property was surveyed by Harmsen & Associates and an Amended Record of Survey was recorded with the Snohomish County Auditor on April 7, 1992 under Auditor's No 9204075002, hereinafter the "Survey" A portion of that survey is attached hereto as Exhibit 2 for reference purposes

The survey reflects the boundary common to the Marysville Property and the Elske Property as shown on the attached Exhibit 2

The survey indicates that the prior owner of the Elske Property had constructed sheds, fences and other improvements on the Marysville Property Such improvements and use of the Marysville Property could give rise to a claim by Elske to a portion of the Marysville Property through adverse possession or similar legal theories

The parties have entered into an agreement whereby Marysville agrees to pay to Elske the sum of \$7,500 in exchange for Elske confirming that the common boundary line to the Marysville Property and the Elske Property is as reflected by the survey The parties further agreed that Elske would release any claim to the Marysville Property and Quit Claim the same to Marysville in exchange for such payment

CONSIDERATION

The consideration is the sum of \$7,500 to be paid by Marysville to Elske in exchange for this agreement and Quit Claim Deed

AGREEMENT

The parties agree as follows

- 1 That the boundary line common to the Marysville Property and the Elske Property is as reflected by the survey
- 2 Marysville agrees to pay to Elske the sum of \$7,500
- 3 Elske agrees to convey and Quit Claim to Marysville any right, title, interest or claim that Elske may have to the Marysville Property lying North of the boundary line as reflected by the survey

**Quit Claim Deed and Agreement
Confirming Boundary Line.../2**

199912060584

QUIT CLAIM DEED

The Grantors, **Frank E. Elske** and **Annie C. Roush**, co-trustees of the Sarah C Elske Living Trust Dated May 8, 1998, for and in consideration of \$7,500 conveys and Quit Claims to Marysville Investments Inc, a Washington Corporation, all right, title, interest or claim that the Grantor may have in or to the Marysville Property as described on the attached Exhibit 1, including after acquired title

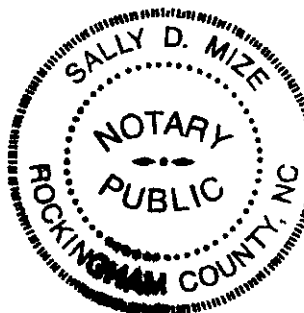
DATED this 1 day of ^{November}~~October~~, 1999

Annie C. Roush
[Signature]
Frank E. Elske

State of North Carolina)
)ss
County of Rockingham)

I certify that I know or have satisfactory evidence that **Frank E. Elske** is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the co-trustee of the Sarah C. Elske Living Trust Dated May 8, 1998 to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument

DATED this 1 day of ^{November}~~October~~, 1999



[Signature]
(Signature)
Sally D. Mize
(Print Name)
Notary Public
My Appointment Expires 8/8/2004

Quit Claim Deed and Agreement
Confirming Boundary Line.../3

199912060584

QUIT CLAIM DEED

The Grantors, **Frank E. Elske** and **Annie C. Roush**, co-trustees of the Sarah C Elske Living Trust Dated May 8, 1998, for and in consideration of \$7,500 conveys and Quit Claims to Marysville Investments Inc , a Washington Corporation, all right, title, interest or claim that the Grantor may have in or to the Marysville Property as described on the attached Exhibit 1, including after acquired title

DATED this 2nd day of ^{November}~~October~~, 1999

Annie C. Roush
Annie C. Roush

Frank E. Elske

State of North Carolina)
)ss
County of _____)

I certify that I know or have satisfactory evidence that **Frank E. Elske** is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the co-trustee of the Sarah C Elske Living Trust Dated May 8, 1998 to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument

DATED this _____ day of October, 1999.

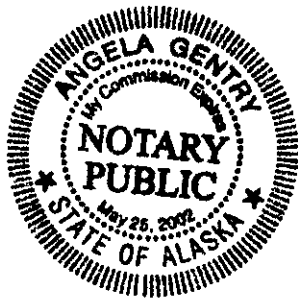
(Signature)

(Print Name)
Notary Public
My Appointment Expires _____

State of Alaska)
)ss
County of _____)

I certify that I know or have satisfactory evidence that **Annie C. Roush** is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the co-trustee of the Sarah C Elske Living Trust Dated May 8, 1998 to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument

DATED this 2 day of ~~October~~ ^{November}, 1999



Angela Gentry
(Signature)
Angela Gentry
(Print Name)
Notary Public
My Appointment Expires 5/25/02

Marysville Investments, Inc

By William L. Massey Pres
William L. Massey 12/1/99
(Print Name)

Quit Claim Deed and Agreement
Confirming Boundary Line.../4

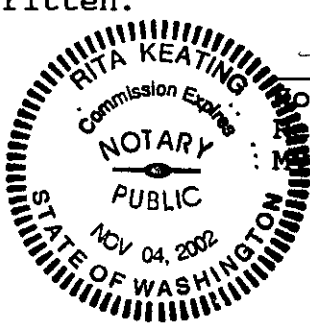
199912060584

STATE OF WASHINGTON)
) ss.
COUNTY OF ISLAND)

On this 1st day of December, 1999, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

William L. Massey
to me known to be the President of Marysville Investments, Inc., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute that said document and that the seal affixed (if any) is the corporate seal of said corporation.

GIVEN under my hand and official seal the day and year above written.



Rita Keating
Notary Public in and for the state of Washington
Residing at Fixeland
My appointment expires: 11-04-02

STATE OF WASHINGTON)
) ss.
COUNTY OF ISLAND)

On this day personally appeared before me _____
to me known to be the individual described
in and who executed the within and foregoing instrument, and
acknowledged that _____ signed the same as _____
free and voluntary act and deed, for the uses and purposes
therein mentioned.

GIVEN under my hand and official seal this _____ day of
_____, 19____.

Notary Public in and for the State of Washington
Residing at _____
My commission expires: _____

199912060584

EXHIBIT 1

Order No. 526644

LEGAL DESCRIPTION.

PARCEL A:

That portion of Government Lot 4, Section 4, Township 30 North, Range 5 East, W.M., described as follows:

Commencing at the Southeast corner of said Government Lot 4;
Thence North 268 feet to the True Point of Beginning,
Thence continue North 1290 feet more or less to the North line of said Government Lot 4;
Thence West along said North line 209 feet;
Thence South 1290 feet, more or less, to a point due West of the True Point of Beginning;
Thence East 209 feet to the True Point of Beginning;

EXCEPT the North 549.15 feet thereof;

Situate in the County of Snohomish, State of Washington.

PARCEL B

That portion of Government Lot 4, Section 4, Township 30 North, Range 5 East, W.M., lying Easterly of County Road

EXCEPT the South 10 acres thereof, as conveyed to Mose Pike by instrument recorded May 19, 1909 in Volume 114 of Deeds, page 275.

EXCEPT the East 209 feet thereof,

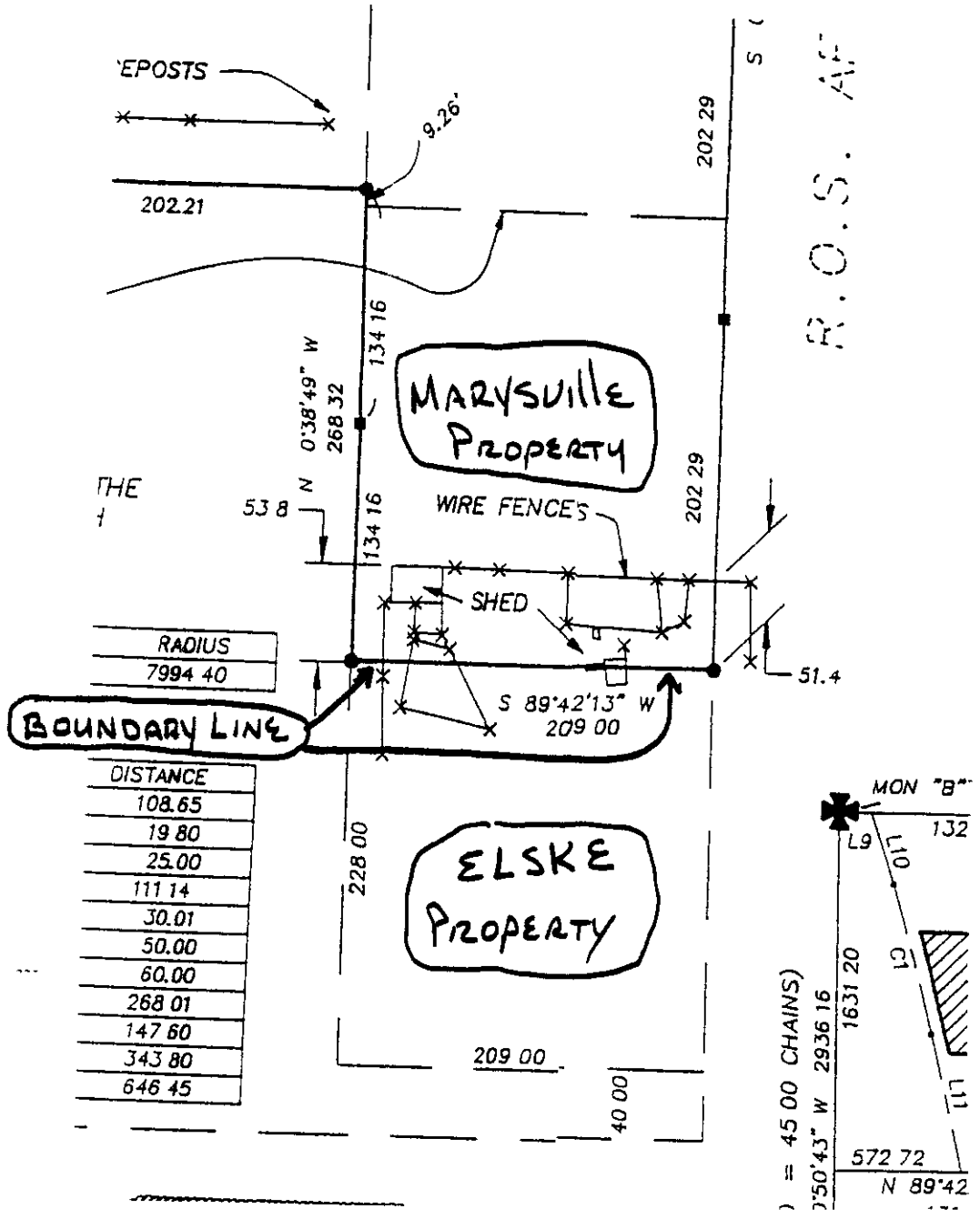
EXCEPT the North 549.15 feet thereof;

AND EXCEPT the Westerly 20 feet as conveyed to Snohomish County by Deed recorded under Auditor's File No. 8005050119.

AND EXCEPT the West 5 feet conveyed to Snohomish County for road by deed recorded under Snohomish County Recording No. 9206110257.

Situate in the County of Snohomish, State of Washington.

199912060584



199912060584

S88°53'20"E - 1324.66'

NE COR. GOV'T LOT 4

NW SEC. COR. FND. 4"x4" CON. MON. WITH 3-1/2" BRASS CAP 0.6' E. OF FENCE 2-2003

LEGAL DESCRIPTION:

THAT PORTION OF PROPERTY SITUATED IN GOVERNMENT LOT 4, SECTION 4, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M. IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

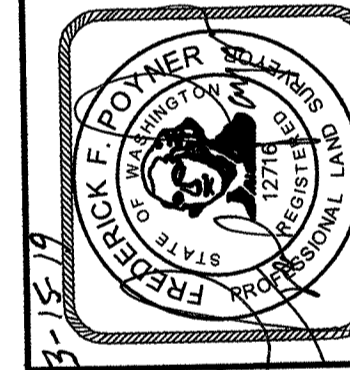
BEGINNING AT THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 4, THENCE WEST 209 FEET TO TRUE POINT OF BEGINNING; THENCE NORTH 525 FEET, MORE OR LESS, TO THE NORTH LINE OF TRACT CONVEYED TO MOSES PIKE BY DEED RECORDED MAY 19, 1909 UNDER AUDITOR'S FILE NUMBER 141663, THENCE WEST TO THE EAST LINE OF COUNTY ROAD KNOWN AS HIGHWAY 99, SAID ROAD BEING DESCRIBED IN DEED RECORDED JUNE 17, 1913 UNDER AUDITOR'S FILE NUMBER 190204, THENCE SOUTHERLY ALONG EAST LINE OF SAID HIGHWAY 99 TO SOUTH LINE OF SAID GOVERNMENT LOT 4, THENCE EAST TO TRUE POINT OF BEGINNING, EXCEPT COUNTY ROAD ALONG THE SOUTHERLY LINE OF SAID PREMISES KNOWN AS 136TH ST CONVEYED TO SNOHOMISH COUNTY BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 2166391 AND 8301280241, AND EXCEPT ADDITIONAL RIGHT OF WAY BORDERING SAID HIGHWAY 99 AND 136TH STREET AS CONVEYED TO STATE OF WASHINGTON BY DEED RECORDED JUNE 24, 1952 UNDER AUDITOR'S FILE NUMBER 1030807, AND EXCEPT PORTION CONVEYED TO SNOHOMISH COUNTY BY DEED RECORDED AUGUST 3, 1992, UNDER AUDITOR'S FILE NUMBER 9208070367 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF ABOVE SAID PROPERTY, SAID CORNER LYING 40.00 FEET EASTERLY WHEN MEASURED AT RIGHT ANGLES TO THE CENTER LINE OF STATE AVENUE AND BEING THE EASTERLY MARGIN OF STATE AVENUE, THENCE ALONG THE NORTH LINE OF SAID PARCEL SOUTH 89° 22' 08" EAST, 10.27 FEET, THENCE SOUTH 12° 30' 01" EAST, 223.14 FEET TO SAID EASTERLY MARGIN OF STATE AVENUE, THENCE ALONG SAID EASTERLY MARGIN NORTH 15° 02' 23" WEST, 225.70 FEET TO THE POINT OF BEGINNING, CONTAINING 1,116 SQUARE FEET, MORE OR LESS.

SCALE: 1"=100'
DRAWN BY: LAF 3/5/2019
CHECKED BY: FP
FIELD SURVEY: 3/4/2019
JOB #: 22081
F.B.#: SN 946/948

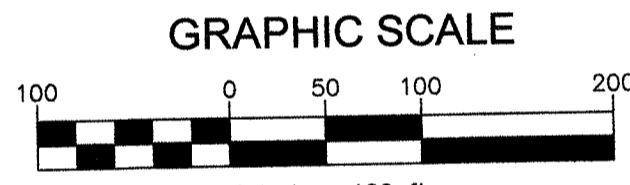
SURVEYOR'S CERTIFICATE
THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT, AT THE REQUEST OF LARRY PETERSON IN FEBRUARY 2019.
Larry Peterson
REGISTERED LAND SURVEYOR L.S. NO 12716

AUDITOR'S CERTIFICATE
AUDITOR FOR RECORD THIS 2 DAY OF May 2019, AT 1:50 P.M. IN BOOK OF AT PAGE AT THE REQUEST OF CASCADE SURVEYING & ENGINEERING, INC.
Carolyn Weikel
DEPUTY AUDITOR



Survey For: PORTN GOV'T LOT 4, SEC.4, TWP.30N, RGE.5E, W.M.
LARRY PETERSON
Survey By: (360)-435-5551
Cascade Surveying & Engineering, Inc.
P.O. BOX 326, ARLINGTON, WASHINGTON, 98223 (105 EAST DIVISION STREET) 3/5/19

AUDITOR'S FILE # 201905025004



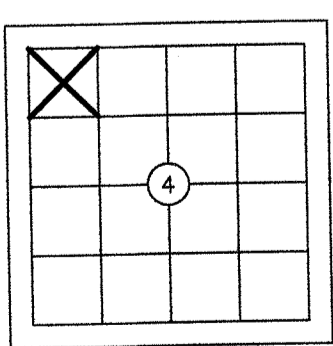
1 inch = 100 ft.
BASIS OF BEARINGS: LINE BETWEEN NW SEC. COR. & W1/4 COR. PER SURVEY AFN 200303265001

THIS SURVEY DOES NOT PURPORT TO SHOW ALL EASEMENTS OF RECORD OR OTHERWISE.
SURVEY INSTRUMENT USED: SOKKIA SET 5
SURVEY INSTRUMENT USED: TOPCON DS
SURVEY INSTRUMENT USED: TOPCON HIPERSR
SURVEY PROCEDURE: CLOSED TRAVERSE
SURVEY PRECISION: THIS SURVEY EXCEEDS FIELD TRAVERSE REQUIREMENTS OF WAC 332-130-090

LEGEND:

- ~ DENOTES 1/2" x 24" REBAR & CAP L.S. 12716 SET THIS SURVEY UNLESS OTHERWISE NOTED
- ~ DENOTES CHAIN LINK FENCE
- x- ~ DENOTES HOGWIRE FENCE

NOTE:
BOUNDARIES ESTABLISHED PER THIS SURVEY MAY NOT CONFORM TO EXISTING LINES OF OCCUPATION AND FENCE LINES AND COULD RESULT IN POSSIBLE BOUNDARY DISPUTES.



N02°1'02"E - 1631.13'

N02°1'02"E - 1304.91'

W1/4 COR. FND. 2" IRON PIPE 6" BELOW SURFACE 5-1991

SMOKEY POINT BLVD
N15°23'51"W - 426.20'

S89°01'01"E - 605.78'

FND. 1" IRON PIPE W/CAP L.S. 28074

R.O.S. AFN 9204075002

STORAGE UNIT

FND. 1/2" BAR & CAP L.S. 28074

FND. 1" IRON PIPE W/CAP L.S. 28074

BUILDING

R.O.S. AFN 9505045002

N77°48'45"E 22.00'
60.06' S12°11'15"E

136TH STREET N.E.

S89°01'01"E - 1316.90'

ASBUILT C/L

S. LINE GOV'T LOT 4 CALC'D PER SURVEY AFN 9502135003

SE COR. GOV'T LOT 4

467.76'

70.00'

70.00'

60.00'

70.00'

70.00'

70.00'

N0°37'21"E - 268.31'

N0°37'21"E - 1628.10'