


CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 14, 2018

AGENDA ITEM: Rescind and replace easement serving City property identified by APN 29050200302400	AGENDA SECTION: New Business	
PREPARED BY: Angela Gemmer, Senior Planner	APPROVED BY: 	
ATTACHMENTS: 1. Easement recorded under Auditor’s File Number (AFN) 200008280764, 200301100513, and corrected under 200410040255 2. ‘Release of easement’ for the easement recorded under AFN 200008280764, 200301100513, and corrected under 200410040255 3. King – City of Marysville proposed ingress, egress, and utilities easement 4. Boundary line adjustment map (preliminary) 5. Delineated critical areas map 6. Title report for City of Marysville property – Assessor’s Parcel Number 29050200302400 7. Title report for King properties – Assessor’s Parcel Numbers 29050300405000 and 29050300402100	MAYOR	CAO
	AMOUNT:	
BUDGET CODE:		

DESCRIPTION:

The City of Marysville owns an approximately 9 ½ acre parcel of property located east of Sunnyside Boulevard and north of 29th Place NE, identified by Assessor’s Parcel Number (APN) 29050200302400. This property was acquired by the City of Marysville through the Snohomish County Conservation Futures Program. A 60-foot wide easement for ingress, egress and utilities was granted over the King property to the City-owned parcel via 66th Avenue NE, which is depicted on the attached preliminary boundary line adjustment and critical areas maps.

The City-owned parcel is largely encumbered by critical areas, a known eagle’s nest, and is virtually undevelopable; therefore, the existing 60-foot easement is unnecessary. A reduced easement width of 20 feet is sufficient to allow access to the City-owned property for future passive recreation and align with the intended use of the property.

RECOMMENDED ACTION:

Authorize the mayor to execute both the ‘release of easement’ rescinding the 60-foot easement recorded under AFN 200410040255, and the 20-foot ingress, egress, and utilities replacement easement; said documents are to be recorded concurrently with the preliminary boundary line adjustment.

COUNCIL ACTION:



200410040255 6 PGS
10-04-2004 10:16am \$24.00
SNOHOMISH COUNTY, WASHINGTON

**NO EXCISE TAX
REQUIRED**

JAN 10 2003

BOB DANTINI, Snohomish County Treasurer

By BOB DANTINI
~~USE TAX
WIRE~~

OCT 04 2004

BOB DANTINI, Snohomish County Treasurer

By BOB DANTINI

200301100513

After Recording Return To
Snohomish County Parks and Recreation
3000 Rockefeller MS 303
Everett, WA 98201

200301100513 200301100513
01/10/2003 01:22 PM Snohomish
P.0005 RECORDED County

EASEMENT

Reference #:

st
Stacey
Grantor: Thomas L. and *Stacey* King, Virginia C King
Grantee: Snohomish County, a political subdivision of the State of Washington
Legal Description (abbreviated): Ptn. SE 1/4 SE 1/4 Sec 3, Twp. 29 N, R 5, EWM
Assessor's Tax Parcel ID #: Ptn 29050300404700, 29050300402100, 29050300405000
Assessor's Tax Parcel ID #.

KNOW ALL MEN BY THESE PRESENTS that the Grantors, THOMAS L. KING and STACY KING, husband and wife, and VIRGINIA C. KING, as her separate estate, for and in consideration of TEN DOLLARS and other valuable consideration, hereby grant and convey to SNOHOMISH COUNTY, a political subdivision of the State of Washington, referred to as Grantee, a perpetual, non-exclusive easement for public use for utilities, ingress and egress over, under and across the following described real property, together with any after-acquired interest therein:

See Exhibit A attached hereto and incorporated herein by this reference

[remainder of page intentionally left blank]

23/5
615838
OLD REPUBLIC TITLE LTD.

*re-record to correct
Legal description*

Easement
Page 1

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

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

Given under my hand and official seal this 9 day of January, 2003.

Patty McCarty
Printed: Patty McCarty
NOTARY PUBLIC in and for Washington
Residing at Snohomish
My commission expires: 6-1-03

Accepted By

Gary Weikel
Robert J. Drewel
Snohomish County Executive
for GARY WEIKEL
Deputy Executive

Easement
Page 3

200301100513

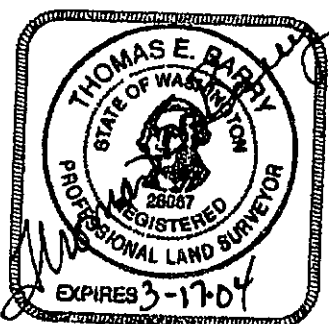
EXHIBIT A

Exhibit No. 1
Easement Grant

A non-exclusive easement for ingress, egress and utilities over, under, across and through that portion of the Northeast quarter of the Southeast Quarter and the Southeast quarter of the Southeast quarter of Section 3, Township 29 North, Range 5 East, W.M. described as follows;

Commencing at the Southeast corner of said Section 3; thence North $0^{\circ}34'43''$ West, along the East line of said Section 3, a distance of 1287.26 feet to the Northeast corner of said Southeast quarter of the Southeast quarter; thence North $0^{\circ}34'43''$ West, a distance of 32.74 feet to the Northeast corner of that certain parcel of land conveyed to Thomas and Stacey King by Quit Claim Deed recorded under Auditor File No. 8109250158 and the **True Point of Beginning**; thence North $89^{\circ}04'43''$ West; along the north line of that certain parcel of land conveyed to Thomas and Stacey King by Quit Claim Deed recorded under Auditor File No. 8109250158, a distance of 319.02 feet; thence South $0^{\circ}34'43''$ East, parallel with the East line of the Southeast quarter of the Southeast quarter of said Section 3, a distance of 60.02 feet, thence South $89^{\circ}04'43''$ East, parallel with the North line of the said parcel conveyed to Thomas and Stacey King, a distance of 221.60 feet, thence on a curve to the right, which center to said curve bears South $0^{\circ}55'17''$ West, having a radius of 100.00 feet, an arc distance of 154.46 feet to the East line of said subdivision, thence North $0^{\circ}34'43''$ West, along said East line of said subdivision, a distance of 157.44 feet to the **True Point of Beginning**.

November 25, 2002
02058
Revision #1



11-26-02

200301100518

EXHIBIT B
to
Easement

All that portion of the Southwest quarter of the Southwest quarter of Section 2, Township 29 North, Range 5 East, W M , in Snohomish County, Washington, described as follows.

Beginning at the Southwest corner of said Southwest quarter of the Southwest quarter;
THENCE Northerly parallel to the Westerly section line 660 feet to the True Point of Beginning,
THENCE continue Northerly parallel to said Westerly section line 660 feet to the South line of the Northwest quarter of the Southwest quarter of said Section 2,
THENCE Easterly parallel to the South line of said Section 660 feet,
THENCE Southerly parallel to the Westerly section line 660 feet,
THENCE Westerly parallel to the South line of said Section 660 feet to the True Point of Beginning,
EXCEPT roads.

AND EXCEPT that portion lying East of the Property Line described under Auditor's File Number 21090692. **2190692**

ABBREVIATED LEGAL

Portion of the Southwest quarter of the Southwest quarter of Section 2, Township 29 North, Range 5 East, W M

Tax Account No 290502-003-024-00

200301100513

Unrecorded Document

STATE OF WASHINGTON } ss
COUNTY OF SNOHOMISH }

I, Bob Terwilliger, Snohomish County Auditor,
do hereby certify that the foregoing instrument is
a true and correct copy of the document now on
file or recorded in my office

In witness whereof, I hereunto set my hand
this 7th day of SEPTEMBER 2004

BOB TERWILLIGER, County Auditor

James J. Aquino Deputy



AGREEMENTS

1. The City hereby rescinds, vacates and releases its Easement interest in the *Easement Area* and hereby conveys and quit claims its Easement interest thereto to the Grantee, subject to the conditions herein.

2. The Grantees hereby accepts the Easement Area "AS IS", "WHERE IS" and "WITH ALL FAULTS", and the City expressly disclaims all warranties, express or implied, relating to the condition, habitability, quality, value, suitability for development or any other characteristics of the Easement Area.

3. The grantees agrees to hold harmless and indemnify the City, its officers, employees, and agents from any and all claims for damages, demands, or causes of action, whether to persons or property, that are in any manner incident to the Easement Area.

Dated as of the date first set forth above.

GRANTOR

City of Marysville

Its

STATE OF WASHINGTON }
 } ss.
COUNTY OF SNOHOMISH }

On this day personally appeared before me _____, to me known to be the _____ of the City of Marysville, the Washington municipal corporation that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such municipal corporation, for the uses and purposes therein mentioned, and on oath stated that (s)he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this ____ day of _____, 2018.

Printed Name _____
NOTARY PUBLIC in and for the State of Washington,
residing at _____
My Commission Expires _____

STATE OF WASHINGTON)

)SS.

COUNTY OF SNOHOMISH)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT **Thomas L. King** ARE THE PERSON(S) WHO APPEARED BEFORE ME AND SAID PERSON(S) ACKNOWLEDGED THAT THEY SIGNED THIS INSTRUMENT AND ACKNOWLEDGED IT TO BE THEIR FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED _____, 2018.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

(NOTARY NAME TO BE PRINTED)

RESIDING AT: _____

MY APPOINTMENT EXPIRES _____

After recording mail to:
City of Marysville
Real Property Manager
80 Columbia Ave.
Marysville, WA

Grantor: Thomas L. King and Kings Royal Reds, LLC

Grantee: City of Marysville, Washington

Legal: AFN 8006030146

Abbreviated Legal: PTN of SE ¼, SE ¼ and NE ¼ , SE ¼ Section 3, T 29 N R 5 E

Assessor's Tax Parcel ID #: 29050300402100 & 29050300405000

E A S E M E N T

THIS AGREEMENT is made this _____ day of _____, 2018, between Thomas L. King and Kings Royal Reds, LLC referred to as "Grantors" and the City of Marysville, Washington, hereinafter referred to as "Grantees or City." Whereas, the grantors have ownership of those certain parcels of land as described in the attached Exhibit A, incorporated by reference herein. Whereas, the grantees have ownership of that certain parcel of land described in the attached Exhibit B, incorporated by reference herein.

In consideration of mutual benefits to be derived and in consideration of the performance of the covenants, terms and conditions hereinafter set forth, Grantor hereby conveys and warrants the following Easement:

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER, ACROSS AND THROUGH THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 3; THENCE NORTH 0°34'43" WEST, ALONG THE EAST LINE THEREOF, A DISTANCE OF 1320.00 FEET TO THE SOUTHEAST CORNER OF PLAT OF SUNSET BOULEVARD, IN ACCORDANCE THEREOF, AS RECORDED UNDER AUDITOR FILE NO. 200211135005, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, BEING THE **TRUE POINT OF**

BEGINNING; THENCE NORTH 89°04'43" WEST, ALONG THE SOUTH LINE OF SAID PLAT, A DISTANCE OF 319.02 FEET TO THE WEST MARGIN OF 66TH AVE NE. AS SHOWN ON SAID PLAT OF SUNSET BOULEVARD; THENCE SOUTH 0°55'17" WEST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 89°04'43" EAST, PARALLEL WITH THE SAID SOUTH LINE OF PLAT, A DISTANCE OF 259.54 FEET; THENCE SOUTH 55°50'42" EAST, A DISTANCE OF 72.98 FEET TO THE EAST LINE OF SAID SECTION 3; THENCE NORTH 0°34'43" WEST, ALONG SAID EAST LINE, A DISTANCE OF 60.02 FEET TO THE POINT OF BEGINNING.

and is depicted on the City of Marysville Boundary Line Adjustment File #18-002 "Thomas King and Kings Royal Reds" Survey Map, as shall be recorded, hereby incorporated by reference herein.

This Easement is granted subject to and conditioned upon the following terms, conditions and covenants which both Grantor and City hereby promise to faithfully and fully observe and perform:

1. Grantor shall at all times conduct its activities and all other activities conducted on Grantor's property so as not to interfere with, obstruct or endanger the usefulness of any improvements, or other facilities, now or hereafter maintained upon the Easement, or in any way interfere with, obstruct or endanger the City's use of the Easement.

2. Prior to any construction, work or any other activity by Grantor within the Easement, notification and plans for the same shall be submitted in writing to the City by Grantor. No such construction, work or activity by Grantor shall be commenced unless the Grantor can demonstrate to the satisfaction of the City Engineer that such construction, work or activity does not and will not interfere with the City's Easement rights and has obtained the City Engineer's prior written approval, which approval shall not be unreasonably withheld, delayed, or conditioned.

3. Grantor hereby authorizes City to cut, trim and remove any and all brush, trees, other vegetation or debris upon the Easement and the right of ingress, egress and utilities.

4. Prior to the City conducting any activity within the Easement area, such as, but not limited to, maintenance and repair work, it shall notify the Grantor in advance and obtain the

Grantor's written approval, which may contain conditions on hours and traffic control, and which written approval shall not be unreasonably withheld or delayed.

5. Grantor does release, indemnify and promise to defend and save harmless the City, its officers, employees and agents from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorney's fees incurred by the City, its officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of Grantor's use or activity within the above-described Easement. The City does release, indemnify and promise to defend and save harmless the Grantor, its officers, employees, agents, successors, assigns and lessees of the property across which the Easement extends from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorney's fees incurred by the Grantor, its officers, employees, agents, successors, assigns and lessees of the property across which the Easement extends in defense thereof, asserting or arising directly or indirectly on account of or out of the City's use or activity within the above-described Easement.

6. The Grantor also covenants to the City that Grantor is lawfully seized and possessed of the land aforesaid; has a good and lawful right and power to grant this Easement; that same is free and clear of encumbrances, 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 other persons whomsoever.

7. The Easement and the rights and obligations of the Grantor and City contained herein shall run with the land and inure to the benefit of and be binding upon their respective heirs, successors and assigns.

8. In the event that a dispute under this Easement arises between the parties, both parties agree to work diligently and expeditiously to resolve that dispute. If a dispute arises, at the request

of one party, both parties shall meet, within three (3) days to discuss the substance of the issue(s) in dispute. In the event that the parties are unsuccessful in resolving the dispute(s) at the initial meeting, within three (3) days thereafter, the Grantor's Director of Engineering, or his designee, and the City's Director of Public Works, or his designee, shall meet to discuss the substance of the issue(s) in dispute. Terms of solving the dispute will be agreed upon within 3 days after meeting.

Executed as of the date hereinabove set forth.

GRANTORS

Thomas L. King

Date

Kings Royal Reds, LLC

Date

Its

GRANTEES

City of Marysville, Washington

Title

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF WASHINGTON)
 :ss.
County of Snohomish)

I certify that I know or have satisfactory evidence that _____ signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of Kings Royal Reds, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Signature of
Notary Public: _____

Notary (print name) _____

Residing at _____

My appointment expires: _____

STATE OF WASHINGTON)
)SS.
COUNTY OF SNOHOMISH)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT Thomas L. King ARE THE PERSON(S) WHO APPEARED BEFORE ME AND SAID PERSON(S) ACKNOWLEDGED THAT THEY SIGNED THIS INSTRUMENT AND ACKNOWLEDGED IT TO BE THEIR FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED _____, 2018.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

(NOTARY NAME TO BE PRINTED) __

RESIDING AT: _____

MY APPOINTMENT EXPIRES _____

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF WASHINGTON)
)SS.
County of Snohomish)

I certify that I know or have satisfactory evidence that _____ signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ **of the City of Marysville** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Signature of
Notary Public: _____

Notary (print name) _____

Residing at _____

My appointment expires: _____

EXHIBIT A

GRANTOR'S PARCEL FOR GRANT OF EASEMENT TO CITY OF MARYSVILLE

Parcel A:

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 29 NORTH, RANGE 5 EAST W.M., DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 3; THENCE NORTH 0°34'43" WEST ALONG THE EAST LINE OF SAID SECTION 3, FOR A DISTANCE OF 822.55 FEET, TO THE SOUTHEAST CORNER OF PARCEL "A" OF THAT CERTAIN BOUNDARY LINE ADJUSTMENT, RECORDED UNDER AUDITOR'S FILE NO. 800603146, RECORDS OF SNOHOMISH COUNTY, WASHINGTON BEING THE **TRUE POINT OF BEGINNING**; THENCE NORTH 89°04'43" WEST, ALONG THE SOUTH LINE OF SAID PARCEL "A" , A DISTANCE OF 438.35 FEET; THENCE NORTH 0°55'17"EAST, A DISTANCE OF 285.75 FEET; THENCE NORTH 43°04'21" EAST, A DISTANCE OF 61.41 FEET; THENCE NORTH 0°55'17" EAST, A DISTANCE OF 165.99 FEET, TO THE SOUTH LINE OF PLAT OF SUNSET BOULEVARD, AS RECORDED UNDER AUDITOR'S FILE NO. 200211135005, RECORDS OF SNOHOMISH COUNTY, WASHINGTON; THENCE SOUTH 89°04'43" EAST, ALONG SAID SOUTH LINE OF PLAT, A DISTANCE OF 384.12 FEET TO THE SOUTHEAST CORNER OF SAID PLAT; THENCE SOUTH 0°34'43" EAST, ALONG THE EAST LINE OF SAID SECTION 3, FOR A DISTANCE OF 497.45 FEET, TO THE **POINT OF BEGINNING**.

Parcel B:

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 29 NORTH, RANGE 5 EAST W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 3; THENCE NORTH 0°34'43" WEST, ALONG THE EAST LINE OF SAID SECTION 3, FOR A DISTANCE OF 822.55 FEET TO THE SOUTHEAST CORNER OF PARCEL "A" OF THAT CERTAIN BOUNDARY LINE ADJUSTMENT, RECORDED UNDER AUDITOR'S FILE NO. 800603146, RECORDS OF SNOHOMISH COUNTY, WASHINGTON; THENCE NORTH 89°04'43" WEST, ALONG THE SOUTH LINE OF SAID PARCEL "A", A DISTANCE OF 438.35 FEET, TO THE **TRUE POINT OF BEGINNING**; THENCE NORTH 89°04'43" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 76.50 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL "A"; THENCE NORTH 0°55'17" EAST, ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 169.75 FEET; THENCE NORTH 89°04'43" WEST, A DISTANCE OF 266.50 TO THE NORTHEASTERLY

MARGIN OF PUBLIC ROAD KNOWN AS "SUNNYSIDE BOULEVARD"; THENCE NORTH 44°33'25" WEST ALONG SAID MARGIN, A DISTANCE OF 33.07 FEET; THENCE CONTINUING ALONG SAID MARGIN, ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 1116.30 FEET AND A CENTRAL ANGLE OF 2°38'03", AN ARC DISTANCE OF 51.32 FEET TO THE SOUTHWEST CORNER OF PARCEL "A" OF THAT CERTAIN BOUNDARY LINE ADJUSTMENT NO. 108-81, RECORDED UNDER AUDITOR'S FILE NO. 81092202220, RECORDS OF SNOHOMISH COUNTY, WASHINGTON; THENCE SOUTH 89°04'43" EAST, ALONG THE SOUTH LINE OF SAID PARCEL "A", A DISTANCE OF 186.83 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL "A"; THENCE NORTH 0°55'17" EAST, ALONG THE EAST LINE OF SAID PARCEL "A", A DISTANCE OF 267.52 FEET TO THE SOUTH LINE OF THE PLAT OF SUNSET BOULEVARD, AS RECORDED UNDER AUDITOR'S FILE NO. 200211135005, RECORDS OF SNOHOMISH COUNTY, WASHINGTON; THENCE SOUTH 89°04'43" EAST, ALONG THE SOUTH LINE OF SAID PLAT, A DISTANCE OF 256.72 FEET; THENCE SOUTH 0°55'17" WEST, A DISTANCE OF 165.99 FEET; THENCE SOUTH 43°04'21" WEST, A DISTANCE OF 61.41 FEET; THENCE SOUTH 0°55'17" WEST, A DISTANCE OF 285.75 FEET TO THE **POINT OF BEGINNING**.

EXHIBIT B

GRANTEE'S PARCEL FOR GRANT OF EASEMENT TO CITY OF MARYSVILLE

ALL THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER;
THENCE NORTHERLY PARALLEL TO WESTERLY SECTION LINE 660 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUE NORTHERLY PARALLEL TO WESTERLY SECTION LINE 660 FEET TO SOUTH LINE OF NORTHWEST QUARTER OF SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M.;
THENCE EASTERLY PARALLEL TO SOUTH LINE OF SAID SECTION 660 FEET;
THENCE SOUTHERLY PARALLEL TO WESTERLY SECTION LINE 660 FEET;
THENCE WESTERLY PARALLEL TO SOUTH LINE OF SAID SECTION 660 FEET TO TRUE POINT OF BEGINNING, EXCEPT ROADS.

EXCEPT THAT PORTION LYING EAST OF THE PROPERTY LINE DESCRIBED IN A.F.N. 2190692.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

CITY OF MARYSVILLE BLA 18-002

LEGAL DESCRIPTION PARCEL "A" BEFORE BOUNDARY LINE ADJUSTMENT

PARCEL A-KINGS ROYAL REDS, LLC OWNERSHIP

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 29 NORTH, RANGE 5 EAST W.M., DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 3;
 THENCE NORTH 0°33'59" WEST, ALONG THE EAST LINE OF SAID SECTION 3, FOR 822.60 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°03'59" WEST 514.88 FEET;
 THENCE NORTH 0°56'01"EAST 170.13 FEET; THENCE SOUTH 89°03'59" WEST 267.37 FEET TO THE NORTHEASTERLY MARGIN OF THE COUNTY ROAD RIGHT OF WAY; THENCE NORTH 44°33' WEST ALONG SAID MARGIN, 31.79 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1116.03 FEET AND CONSUMING AN ANGLE OF 2°42'11", FOR 52.65 FEET; THENCE SOUTH 89°03'59" EAST 360.0 FEET; THENCE NORTH 0°56'01" EAST 90.0 FEET TO A FENCE LINE; THENCE SOUTH 89°03'59" EAST, ALONG SAID FENCE LINE, 254.49 FEET TO A POINT THAT BEARS SOUTH 2°16'25" EAST 177.82 FEET FROM A POINT ON THE NORTH LINE OF SAID SE 1/4 OF THE SE 1/4 THAT IS 224.0 FEET WESTERLY OF THE NORTHEAST CORNER THEREOF; THENCE NORTH 2°16'25" WEST 177.82 FEET; THENCE EASTERLY 224.0 FEET TO THE NORTHEAST CORNER OF SAID SE 1/4 OF THE SE 1/4; THENCE SOUTHERLY 497.84, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

(LEGAL DESCRIPTION PER BLA AFN 8006030146)

LEGAL DESCRIPTION PARCEL "A" AFTER BOUNDARY LINE ADJUSTMENT

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 29 NORTH, RANGE 5 EAST W.M., DESCRIBED AS FOLLOWS:

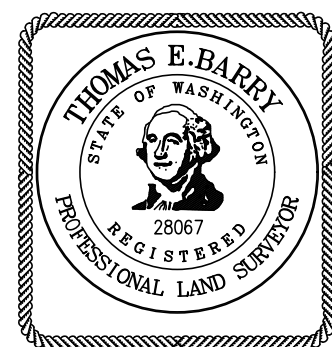
COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 3; THENCE NORTH 0°34'43" WEST ALONG THE EAST LINE OF SAID SECTION 3, FOR A DISTANCE OF 822.55 FEET, TO THE SOUTHEAST CORNER OF PARCEL "A" OF THAT CERTAIN BOUNDARY LINE ADJUSTMENT, RECORDED UNDER AUDITOR'S FILE NO. 800603146, RECORDS OF SNOHOMISH COUNTY, WASHINGTON BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 89°04'43" WEST, ALONG THE SOUTH LINE OF SAID PARCEL "A", A DISTANCE OF 438.35 FEET; THENCE NORTH 0°55'17"EAST, A DISTANCE OF 285.75 FEET; THENCE NORTH 43°04'21" EAST, A DISTANCE OF 61.41 FEET; THENCE NORTH 0°55'17" EAST, A DISTANCE OF 165.99 FEET, TO THE SOUTH LINE OF PLAT OF SUNSET BOULEVARD, AS RECORDED UNDER AUDITOR'S FILE NO. 200211135005, RECORDS OF SNOHOMISH COUNTY, WASHINGTON; THENCE SOUTH 89°04'43" EAST, ALONG SAID SOUTH LINE OF PLAT, A DISTANCE OF 384.12 FEET TO THE SOUTHEAST CORNER OF SAID PLAT; THENCE SOUTH 0°34'43" EAST, ALONG THE EAST LINE OF SAID SECTION 3, FOR A DISTANCE OF 497.45 FEET, TO THE POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH EASEMENTS FOR INGRESS, EGRESS AND UTILITIES AS SHOWN HEREIN.

LAND SURVEYOR'S CERTIFICATE

"I HEREBY CERTIFY THAT THIS BOUNDARY LINE ADJUSTMENT IS BASED UPON ACTUAL SURVEY AND SUBDIVISION OF SECTION 3, TOWNSHIP 29 NORTH, RANGE 5 E W.M.; THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN THEREON CORRECTLY; THAT THE MONUMENTS SHALL BE SET AND LOT CORNERS SHALL BE STAKED CORRECTLY ON THE GROUND, THAT I FULLY COMPLIED WITH THE PROVISIONS OF THE STATE AND LOCAL STATUTES AND REGULATIONS GOVERNING SURVEYING."

THOMAS E. BARRY _____ DATE _____



LEGAL DESCRIPTION PARCEL "B" BEFORE BOUNDARY LINE ADJUSTMENT

PARCEL B-TOM KING OWNERSHIP

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 3; THENCE NORTH 0°33'59" WEST ALONG THE EAST LINE OF SAID SECTION 1320.00 FEET; THENCE NORTH 89°03'59" WEST 224.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°03'59" WEST 416.87 FEET; THENCE SOUTH 0°56'01" WEST 177.54 FEET; THENCE SOUTH 89°03'59" EAST 426.82 FEET TO A POINT THAT BEARS SOUTH 2°16'25" EAST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 2°16'25" WEST 177.82 FEET TO THE TRUE POINT OF BEGINNING;

TOGETHER WITH THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 3; THENCE NORTH 0°33'59" WEST ALONG THE EAST LINE OF SAID SECTION 3, 822.60 FEET; THENCE NORTH 89°03'59" WEST 514.88 FEET; THENCE NORTH 0°56'01" EAST 170.13 FEET; THENCE NORTH 89°03'59" WEST 267.37 FEET TO THE NORTHEASTERLY MARGIN OF THE COUNTY ROAD RIGHT OF WAY; THENCE NORTH 44°33' WEST ALONG SAID MARGIN 31.79 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1116.03 FEET AND CONSUMING AN ANGLE 2°42'11" FOR 52.65 FEET; THENCE SOUTH 89°03'59" EAST 187.67 FEET TO A POINT THAT BEARS SOUTH 0°56'01" WEST FROM A POINT HEREINAFTER REFERRED TO AS POINT "A" THAT IS NORTH 0°33'59" WEST 1320.00 FEET AND NORTH 89°03'59" WEST 640.87 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 3, SAID POINT HEREINAFTER REFERRED TO AS POINT "B"; THENCE NORTH 0°56'01" EAST 90.00 FEET TO A POINT THAT IS 177.54 FEET SOUTHERLY OF THE HEREIN DESCRIBED POINT "A", SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 0°56'01" EAST 90.00 FEET TO THE HEREIN DESCRIBED POINT "B"; THENCE SOUTH 89°03'59" EAST 172.33 FEET TO A POINT THAT IS 360.00 FEET EASTERLY OF THE COUNTY ROAD RIGHT OF WAY; THENCE NORTH 0°56'01" EAST 90.00 FEET TO A POINT THAT BEARS SOUTH 89°03'59" EAST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 89°03'59" WEST 172.33 FEET TO THE TRUE POINT OF BEGINNING;

(LEGAL DESCRIPTION PER BLA AFN 8109220220)

LEGAL DESCRIPTION PARCEL "B" AFTER BOUNDARY LINE ADJUSTMENT

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 29 NORTH, RANGE 5 EAST W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 3; THENCE NORTH 0°34'43" WEST, ALONG THE EAST LINE OF SAID SECTION 3, FOR A DISTANCE OF 822.55 FEET TO THE SOUTHEAST CORNER OF PARCEL "A" OF THAT CERTAIN BOUNDARY LINE ADJUSTMENT, RECORDED UNDER AUDITOR'S FILE NO. 800603146, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
 THENCE NORTH 89°04'43" WEST, ALONG THE SOUTH LINE OF SAID PARCEL "A", A DISTANCE OF 438.35 FEET, TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°04'43" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 76.50 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL "A"; THENCE NORTH 0°55'17" EAST, ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 169.75 FEET; THENCE NORTH 89°04'43" WEST, A DISTANCE OF 266.50 TO THE NORTHEASTERLY MARGIN OF PUBLIC ROAD KNOWN AS "SUNNYSIDE BOULEVARD"; THENCE NORTH 44°33'25' WEST ALONG SAID MARGIN, A DISTANCE OF 33.07 FEET; THENCE CONTINUING ALONG SAID MARGIN, ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 1116.30 FEET AND A CENTRAL ANGLE OF 2°38'03", AN ARC DISTANCE OF 51.32 FEET TO THE SOUTHWEST CORNER OF PARCEL "A" OF THAT CERTAIN BOUNDARY LINE ADJUSTMENT NO. 108-81, RECORDED UNDER AUDITOR'S FILE NO. 81092202220, RECORDS OF SNOHOMISH COUNTY, WASHINGTON; THENCE SOUTH 89°04'43" EAST, ALONG THE SOUTH LINE OF SAID PARCEL "A", A DISTANCE OF 186.83 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL "A"; THENCE NORTH 0°55'17" EAST, ALONG THE EAST LINE OF SAID PARCEL "A", A DISTANCE OF 267.52 FEET TO THE SOUTH LINE OF THE PLAT OF SUNSET BOULEVARD, AS RECORDED UNDER AUDITOR'S FILE NO. 200211135005, RECORDS OF SNOHOMISH COUNTY, WASHINGTON; THENCE SOUTH 89°04'43" EAST, ALONG THE SOUTH LINE OF SAID PLAT, A DISTANCE OF 256.72 FEET; THENCE SOUTH 0°55'17" WEST, A DISTANCE OF 165.99 FEET; THENCE SOUTH 43°04'21" WEST, A DISTANCE OF 61.41 FEET; THENCE SOUTH 0°55'17" WEST, A DISTANCE OF 285.75 FEET TO THE POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH EASEMENTS FOR INGRESS, EGRESS AND UTILITIES AS SHOWN HEREIN.

CITY OF MARYSVILLE COMMUNITY DEVELOPMENT APPROVAL

"EXAMINED, FOUND TO BE IN CONFORMITY WITH APPLICABLE ZONING AND OTHER LAND USE CONTROLS, AND APPROVED THIS _____ DAY OF _____, 20____."

COMMUNITY DEVELOPMENT DIRECTOR _____

DECLARATION OF OWNERSHIP

"I AM THE OWNER, OR OWNERS, OF THE PROPERTY SUBJECT TO THE BOUNDARY LINE ADJUSTMENT, AND ACKNOWLEDGE THAT I AM SOLELY RESPONSIBLE FOR SECURING AND EXECUTING ALL NECESSARY LEGAL ADVICE OR ASSISTANCE CONCERNING THE LEGAL DOCUMENTS NECESSARY TO TRANSFER TITLE TO THOSE PORTIONS OF THE PROPERTIES INVOLVED IN THE BOUNDARY LINE ADJUSTMENT; AND THAT THE LEGAL DOCUMENTS NECESSARY TO TRANSFER TITLE TO THE PROPERTY IN QUESTION HAVE BEEN PREPARED AND EXECUTED SO THAT, UPON THE RECORDING OF THE BOUNDARY LINE ADJUSTMENT, THE TITLE TO THE PROPERTIES WILL ACCURATELY REFLECT THE NEW CONFIGURATION RESULTING FROM THE BOUNDARY LINE ADJUSTMENT AS APPROVED BY THE CITY."

THOMAS L. KING _____
 KING'S ROYAL REDS, LLC _____ TITLE _____

ACKNOWLEDGMENT

STATE OF WASHINGTON)
 COUNTY OF SNOHOMISH)SS.

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT THOMAS L. KING IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT AND ACKNOWLEDGED IT TO BE HIS FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED _____, 2018.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

(NOTARY NAME TO BE PRINTED) _____

RESIDING AT: _____

MY APPOINTMENT EXPIRES _____

STATE OF WASHINGTON)
 COUNTY OF SNOHOMISH)SS.

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____ IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE/SHE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE/SHE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE _____ OF KING'S ROYAL REDS LLC, A WASHINGTON LIMITED LIABILITY COMPANY, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED _____, 2018

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

(NOTARY NAME TO BE PRINTED) _____

RESIDING AT: _____

MY APPOINTMENT EXPIRES _____

COUNTY TREASURER CERTIFICATE

"I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES HERETOFORE LEVIED AGAINST THE PROPERTY DESCRIBED HEREIN, ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE, HAVE BEEN FULLY PAID AND DISCHARGED, INCLUDING _____ TAXES."

TREASURER, SNOHOMISH COUNTY _____

REV 02 VSW 3/30/2018

AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF THOMAS E. BARRY, THIS _____ DAY OF _____, 2018, AT _____ MINUTES PAST _____ M., AND RECORDED IN VOL. _____ OF SURVEYS, PAGE _____, A.F.N. _____, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

AUDITOR, SNOHOMISH COUNTY _____
 BY: _____
 DEPUTY COUNTY AUDITOR _____

METRON

and ASSOCIATES INC.
 LAND SURVEYS, MAPS, AND LAND USE PLANNING
 307 N. OLYMPIC, SUITE 205
 ARLINGTON, WASHINGTON 98223
 (360) 435-3777 FAX (360) 435-4822
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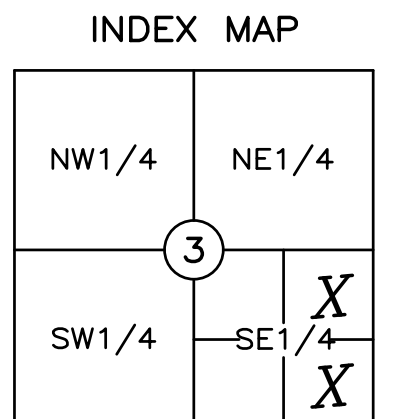
DATE: DEC. 2017 BY: CJT SCALE: _____
 PROJECT NO. 17104 F.B. 5-29

BOUNDARY LINE ADJUSTMENT

CITY OF MARYSVILLE BLA 18-002
 FOR
 THOMAS L. KING & KING'S ROYAL REDS, LLC

A PORTION OF THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, SECTION 3, TOWNSHIP 29 NORTH, RANGE 5 EAST W.M., CITY OF MARYSVILLE, STATE OF WASHINGTON

CITY OF MARYSVILLE BLA 18-002



SECTION 3,
TWP.29 N., RGE. 5E., W.M.

RECOVERED 1/2" REBAR & CAP "13825" MARCH 2018

RECOVERED 1" IRON PIPE WITH TACK VISITED APRIL 1999

RECOVERED 2" IRON PIPE IN CASE HELD AS PC STA. 201+70.63 OF SNOHOMISH COUNTY ROAD SURVEY NO. 630 VISITED OCTOBER 2017

RECOVERED 2" IRON PIPE IN CASE VISITED OCTOBER 2017

RECOVERED METRON REBAR & CAP, MARCH 2018

RECOVERED 1/2" REBAR, SMASHED CAP, MARCH 2018

RECOVERED 1/2" REBAR, SMASHED CAP, MARCH 2018

RECOVERED 1/2" REBAR, SMASHED CAP, MARCH 2018

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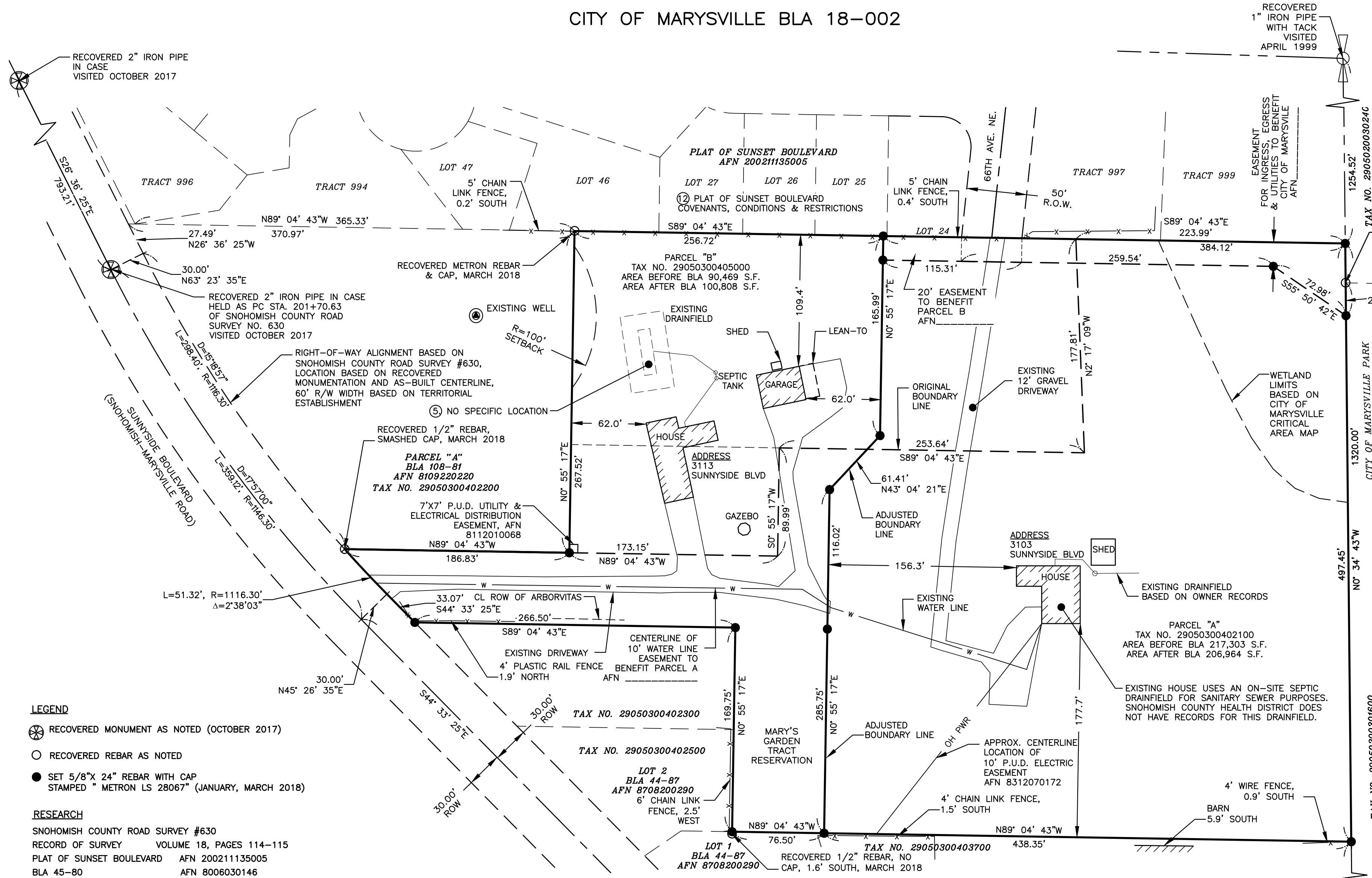
RECOVERED 1/2" REBAR, SMASHED CAP, MARCH 2018

RECOVERED 1/2" REBAR, SMASHED CAP, MARCH 2018

RECOVERED 1/2" REBAR, SMASHED CAP, MARCH 2018

RECOVERED 1/2" REBAR, SMASHED CAP, MARCH 2018

RECOVERED 1/2" REBAR, SMASHED CAP, MARCH 2018



- LEGEND**
- ⊗ RECOVERED MONUMENT AS NOTED (OCTOBER 2017)
 - RECOVERED REBAR AS NOTED
 - SET 5/8" X 24" REBAR WITH CAP STAMPED "METRON LS 28067" (JANUARY, MARCH 2018)

- RESEARCH**
- SNOHOMISH COUNTY ROAD SURVEY #630
 - RECORD OF SURVEY VOLUME 18, PAGES 114-115
 - PLAT OF SUNSET BOULEVARD AFN 200211135005
 - BLA 45-80 AFN 8006030146
 - BLA 44-87 AFN 8708200290
 - BLA 108-81 AFN 8109220220

BASIS OF BEARING
SOUTHEAST CORNER OF SECTION 3 TO THE EAST 1/4 CORNER SECTION 3 AS MONUMENTED AND SHOWN HEREON BEARS NORTH 0°34'43" WEST.

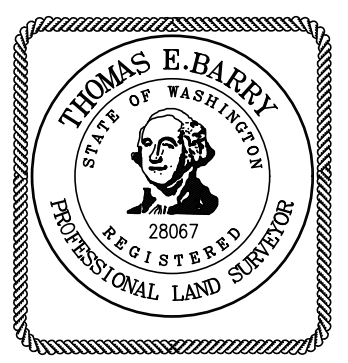
SURVEYORS NOTE
DISTANCES SHOWN HEREON ARE GRID DISTANCES. GRID DISTANCE / SCALE FACTOR (0.99999435) = GROUND DISTANCE.

FIELD PROCEDURES AND INSTRUMENTATION
WAC 332-130-090 FIELD TRAVERSE STANDARDS FOR LAND BOUNDARY SURVEYS: THIS LAND BOUNDARY SURVEY WAS CONDUCTED USING FIELD TRAVERSE TECHNIQUES INCORPORATING DIRECT, INDIRECT AND INVERSE MEASUREMENTS THAT MEET THE MINIMUM STANDARDS OF LINEAR AND ANGULAR CLOSURES AS SET FORTH WAC 332-130-090.

WAC 332-130-100 EQUIPMENT AND PROCEDURES: THE EQUIPMENT THAT WAS USED TO CONDUCT THIS LAND BOUNDARY SURVEY INCLUDED A COMBINATION OF TOTAL STATION POSITIONING SYSTEM (TSP) AND GLOBAL POSITIONING SYSTEM (GPS). BASED ON MANUFACTURERS SPECIFICATIONS THE TSP STANDARD LINEAR ACCURACY IS 2MM+2 PPM AND TSP STANDARD ANGULAR ACCURACY IS 3 SECONDS. BASED ON MANUFACTURERS SPECIFICATIONS THE STATIC SURVEY ACCURACY OF THE GPS SYSTEM HAS A HORIZONTAL ACCURACY OF 5MM+(1PPM*BASELINE LENGTH) AND AN AZIMUTH ACCURACY OF 1 ARC SECOND + (5/BASELINE LENGTH IN KM).

PROCEDURES USED TO ACCOMPLISH THIS SURVEY INCLUDED A COMBINATION OF RADIAL MEASUREMENTS, OPEN TRAVERSE AND CLOSED TRAVERSE METHODS.

- SCHEDULE B ITEMS OF RECORD FOR PARCEL A & B AS REPORTED IN CHICAGO TITLE INSURANCE COMPANY GUARANTEE/CERTIFICATE NO. 500065180, DATED FEBRUARY 2, 2018:**
- ITEM 2) SUBJECT TO TERMS AND CONDITIONS OF INGRESS, EGRESS AND UTILITIES EASEMENT, AFNS 1554842, 1554843, 1554846, & 1554845, TO WESTERN FARMERS ASSOCIATION, EASEMENT RELINQUISHED BY AFN 200311180747 & 201504020233.
 - ITEM 5) SUBJECT TO TERMS AND CONDITIONS OF RESTRICTIVE COVENANT FOR ON SITE SEWAGE DISPOSAL, AFN 8109220214.
 - ITEM 10) SUBJECT TO TERMS AND CONDITIONS OF INGRESS, EGRESS AND UTILITIES EASEMENT, AFN 8201120063, TO JAMES & MARJORIE LUMA, EASEMENT RELINQUISHED BY AFN 200311180747 & 201504020233.
 - ITEM 12) COVENANTS, CONDITIONS AND RESTRICTIONS OF THE PLAT OF SUNSET BOULEVARD, AFN 200211135005.
 - ITEM 13) SUBJECT TO TERMS AND CONDITIONS OF RECOVERY CONTRACT, AFN 200105300299, TO CITY OF MARYSVILLE. ENTIRE PARCEL.
 - ITEM 14) SUBJECT TO TERMS AND CONDITIONS OF RECOVERY CONTRACT, AFN 200304240256, TO CITY OF MARYSVILLE. ENTIRE PARCEL.
 - ITEM 15) SUBJECT TO TERMS AND CONDITIONS OF RECOVERY CONTRACT, AFN 200304240268, TO CITY OF MARYSVILLE. ENTIRE PARCEL.
 - ITEM 16) SUBJECT TO TERMS AND CONDITIONS OF RECOVERY CONTRACT, AFN 200305050302, TO CITY OF MARYSVILLE. ENTIRE PARCEL.



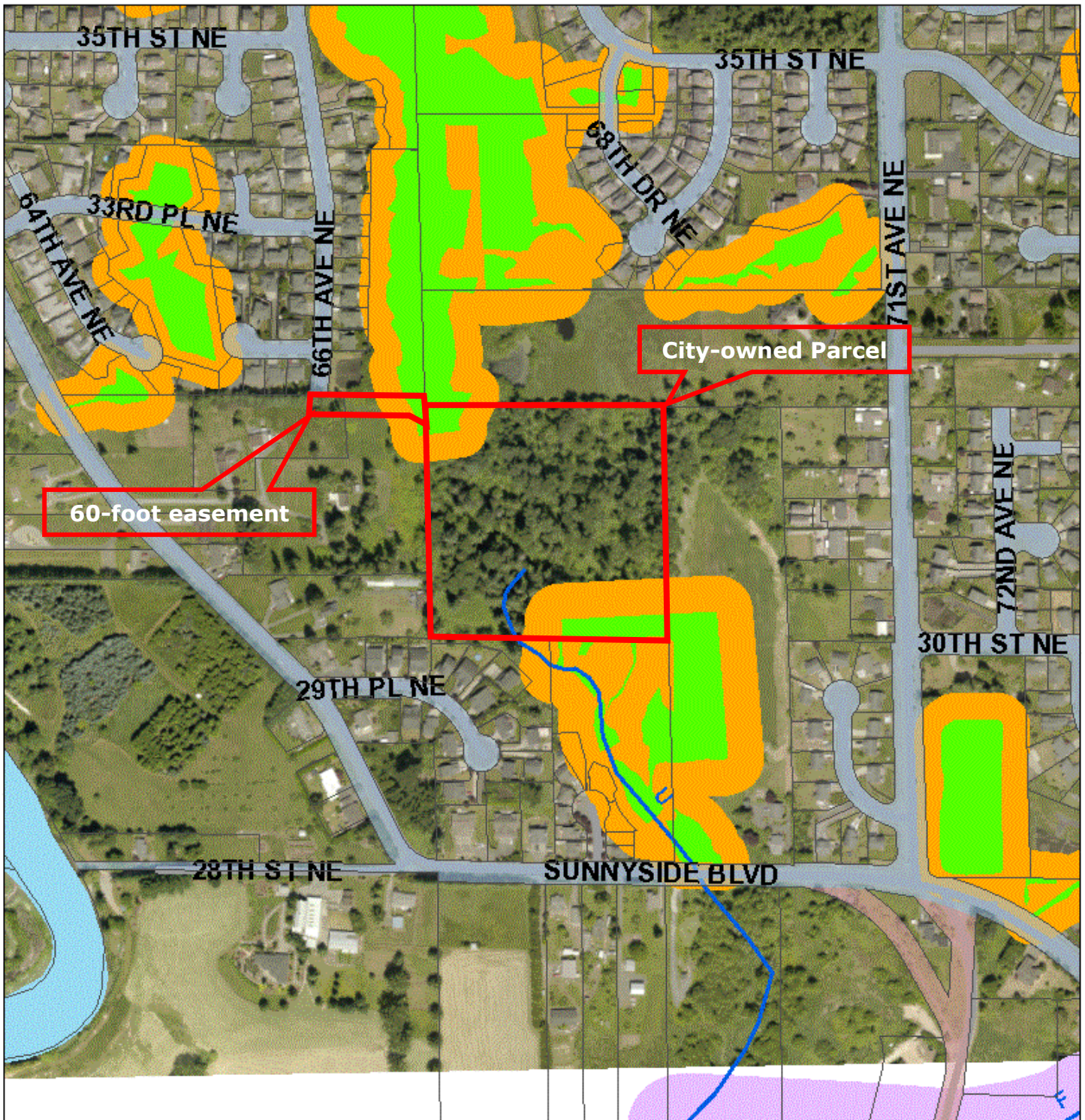
METRON
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307 N. OLYMPIC, SUITE 205
ARLINGTON, WASHINGTON 98223
(360) 435-3777 FAX (360) 435-4822
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DATE: DEC. 2017 BY: CJT SCALE: 1" = 60'
PROJECT NO. 17104 F.B. 5-29

BOUNDARY LINE ADJUSTMENT
CITY OF MARYSVILLE BLA 18-002
FOR
THOMAS L. KING & KING'S ROYAL REDS, LLC

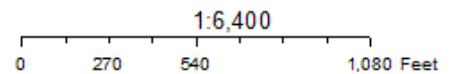
A PORTION OF THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, SECTION 3, TOWNSHIP 29 NORTH, RANGE 5 EAST W.M., CITY OF MARYSVILLE, STATE OF WASHINGTON

REV 03 teb/VSW 4/23/2018



City of Marysville

- | | | |
|----------------------------|------|--------------|
| Parcels | 25' | ARLINGTON |
| Delineated wetlands | 50' | EVERETT |
| Delineated wetland buffers | 100' | LAKE STEVENS |
| Stream wetlands | 150' | MARYSVILLE |
| Stream wetland buffers | 200' | |



THE CITY OF MARYSVILLE DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS OF THIS DATA FOR ANY PARTICULAR PURPOSE, EITHER EXPRESSED OR IMPLIED. NO REPRESENTATION OR WARRANTY IS MADE CONCERNING THE ACCURACY, CURRENCY, COMPLETENESS OR QUALITY OF DATA DEPICTED. ANY USER OF THIS DATA ASSUMES ALL RESPONSIBILITY FOR USE THEREOF, AND FURTHER AGREES TO HOLD THE CITY OF MARYSVILLE HARMLESS FROM AND AGAINST ANY DAMAGE, LOSS, OR LIABILITY ARISING FROM ANY USE OF THIS DATA.

City of Marysville



First American

First American Title Insurance Company

**2707 Colby Avenue, Suite 601
Everett, WA 98201**

February 15, 2018

Janis Lamoureux
City of Marysville Public Works
80 Columbia Avenue
Marysville, WA 98270

Phone: (360)363-8100

Fax:

Title Officer:	Natalie Geyer
Phone:	(425)551-2015
Fax No.:	(866)859-0436
E-Mail:	ngeyer@firstam.com
Order Number:	3010510

Escrow Number: 3010510

Buyer:

Owner:

Property: Vacant Land
Marysville, Washington

Attached please find the following item(s):

Guarantee

Thank You for your confidence and support. We at First American Title Insurance Company maintain the fundamental principle:

Customer First!



First American

Guarantee

Subdivision Guarantee

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

5003353-3010510

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND THE CONDITIONS AND STIPULATIONS OF THIS GUARANTEE,

FIRST AMERICAN TITLE INSURANCE COMPANY

a Nebraska corporation, herein called the Company

GUARANTEES

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability stated in Schedule A, which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

This jacket was created electronically and constitutes an original document

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
 - (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
 - (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
 - (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
 - (c) The identity of any party shown or referred to in Schedule A.
 - (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. Notice of Claim to be Given by Assured Claimant.

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.
The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the

indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

7. Determination and Extent of Liability.

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A or in Part 2;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

8. Limitation of Liability.

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

10. Payment of Loss.

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies. If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. Arbitration.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

13. Liability Limited to This Guarantee; Guarantee Entire Contract.

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707 Claims.NIC@firstam.com Phone: 888-632-1642 Fax: 877-804-7606**



First American Title



First American

Schedule A

Subdivision Guarantee

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

3010510

Order No.: 3010510

Liability: \$2,000.00

Fee: \$350.00

Tax: \$33.95

Name of Assured: City of Marysville Public Works

Date of Guarantee: February 06, 2018

The assurances referred to on the face page hereof are:

1. Title is vested in:
City of Marysville, a Washington municipal corporation
2. That, according to the public records relative to the land described in Schedule C attached hereto (including those records maintained and indexed by name), there are no other documents affecting title to said land or any portion thereof, other than those shown under Record Matters in Schedule B.
3. The following matters are excluded from the coverage of this Guarantee
 - A. Unpatented Mining Claims, reservations or exceptions in patents or in acts authorizing the issuance thereof.
 - B. Water rights, claims or title to water.
 - C. Tax Deeds to the State of Washington.
 - D. Documents pertaining to mineral estates.
4. No guarantee is given nor liability assumed with respect to the validity, legal effect or priority of any matter shown herein.
5. This Guarantee is restricted to the use of the Assured for the purpose of providing title evidence as may be required when subdividing land pursuant to the provisions of Chapter 58.17, R.C.W., and the local regulations and ordinances adopted pursuant to said statute. It is not to be used as a basis for closing any transaction affecting title to said property.
6. Any sketch attached hereto is done so as a courtesy only and is not part of any title commitment, guarantee or policy. It is furnished solely for the purpose of assisting in locating the premises and First American expressly disclaims any liability which may result from reliance made upon it.



First American

Schedule B

Subdivision Guarantee

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

3010510

RECORD MATTERS

1. Liability, if any, for pro-rata portion of **Real Property** taxes, which are carried on the Snohomish County Tax Rolls, as exempt. Tax account no. 290502-003-024-00.
2. Agreement and the terms and conditions thereof:
Between: Walter Lynes King and Virginia King, husband and wife
And: Elton Kuchera and Feythe E. Kuchera, husband and wife
Recording Information: [2190692](#); April 02, 1971
3. The terms and provisions contained in the document entitled "City of Marysville Recovery Contract No. 233 to Establish a Fair Fee for Latecomers benefiting from Phase I of the Trunk D Sewage Lift Station"
Recorded: May 30, 2001
Recording No.: [200105300299](#)
4. Conditions, notes, easements, provisions and/or encroachments contained or delineated on the face of the Survey recorded under Recording No. [200301285003](#).
5. The terms and provisions contained in the document entitled "City of Marysville Recovery Contract No. 251"
Recorded: April 24, 2003
Recording No.: [200304240256](#)
6. The terms and provisions contained in the document entitled "City of Marysville Contract for Recovery of Utility Construction Costs Contract No. 253"
Recorded: April 24, 2003
Recording No.: [200304240268](#)
7. The terms and provisions contained in the document entitled "City of Marysville Contract for Recovery of Utility Construction Costs Contract No. 252"
Recorded: May 05, 2003
Recording No.: [200305050302](#)

Informational Notes, if any



First American

Schedule C

Subdivision Guarantee

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

3010510

The land in the County of Snohomish, State of Washington, described as follows:

ALL THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER;
THENCE NORTHERLY PARALLEL TO THE WESTERLY SECTION LINE 660 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUE NORTHERLY PARALLEL TO SAID WESTERLY SECTION LINE 660 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2;
THENCE EASTERLY PARALLEL TO THE SOUTH LINE OF SAID SECTION 660 FEET;
THENCE SOUTHERLY PARALLEL TO THE WESTERLY SECTION LINE 660 FEET;
THENCE WESTERLY PARALLEL TO THE SOUTH LINE OF SAID SECTION 660 FEET TO THE TRUE POINT OF BEGINNING;
EXCEPT ROADS;

AND EXCEPT THAT PORTION LYING EAST OF THE PROPERTY LINE DESCRIBED UNDER AUDITOR'S FILE NUMBER 2190692;

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES, RECORDED UNDER AUDITOR'S FILE NO. 200301100513.

REAL ESTATE SALES TAX
ACCOUNT PAID - 78
RECEIPT NO. 202740

APR 2 1971

WEE STATE, Industrial Bank, owner
Richard L. King
Deed

PROPERTY LINE SETTLEMENT

2190322
K 325
K 339

WALTER LYNES KING and VIRGINIA KING, husband and wife, hereinafter termed First Parties, agree with ELTON KUCHERA and Faythe E KUCHERA, husband and wife, hereinafter termed Second Parties as follows:

1. That First Parties are the owners of a portion of the SW 1/4 of SW 1/4 of Section 2, Township 29 N.R. 5 E.W.M., Snohomish County, Washington, described as follows:

Commencing at the Southwest corner of said SW 1/4 of SW 1/4; thence Northerly parallel to Westerly Section line 660 feet to true point of beginning; thence continue Northerly parallel to Westerly section line 660 feet to South line of SW 1/4 of SW 1/4 of Section 2, Township 29 N. R. 5 E.W.M.; thence Easterly parallel to South line of said section 660 feet; thence Southerly parallel to Westerly section line 660 feet; thence Westerly parallel to South line of said section 660 feet to true point of beginning, less roads.

2. That Second Parties are the owners of the W 1/2 of NE 1/4 of SW 1/4 of SW 1/4 of Section 2, Township 29 N.R 5 E., W.M., Snohomish County, Washington.

3. That the boundary line between said parties has been disputed, First Parties relying upon the line marked by a fence which they claim has over a long period been recognized as the boundary line and Second Parties relying upon the line established by survey of Bert N. Lindemuth, Registered Professional Surveyor, made in 1956. That the claims of ~~both~~ parties have not been established by Court action and they desire by this agreement to definitely and finally establish such boundary line.

4. That First Parties for the consideration hereinafter set forth agree that the boundary line shall be and is established

OFFICIAL RECORDS
APR 2 1971

on the line of the survey of Bert M. Lindemath, the correctness of which has been verified by First Parties. That First Parties hereby quit claim and convey to Second Parties their claim to any land lying between the fence line and the surveyed line.

5. That Second Parties in consideration of the establishment of such line and release of any land lying between the fence line and the surveyed line agree:

(A) At their expense as to labor and material to construct a four strand new heavy duty barbed wire fence on steel posts in a straight line along the line established by the survey to be completed prior to April 15, 1971.

(B) To pay First Parties the sum of \$75.00 to compensate them for the trees growing on the land which lies between the former fence line and the surveyed line which surveyed line is by this agreement established as the boundary line between the lands of First and Second Parties.

Executed in duplicate this 25th day of March 1971.

Walter Lyles King
Virginia King
First Parties
Alton M. Kusbera
Edith E. Kusbera
Second Parties

STATE OF WASHINGTON,
COUNTY OF SPOKANE,

Of this day personally appeared before me WALTER LYLES KING and VIRGINIA KING, his wife, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed and that the uses and purposes therein mentioned.

Witness my hand and official seal this 25th day of March, 1971.



Walter Lyles King
Notary Public in and for the State of Washington, residing at Spokane

-2-

WALTER LYLES KING
NOTARY PUBLIC
WA 48, Jan 68



200105300299
 05/30/2001 10:53 AM Snohomish
 P.0007 RECORDED County

200105300299

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 <u>333</u>
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 <u>5</u> 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 <u> </u> of document
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein

CITY OF MARYSVILLE
RECOVERY CONTRACT NO. 233

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

WITNESSETH

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

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

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

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

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

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

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

200105300299

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

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

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

DATED this 7th day of May, 2001

Attest

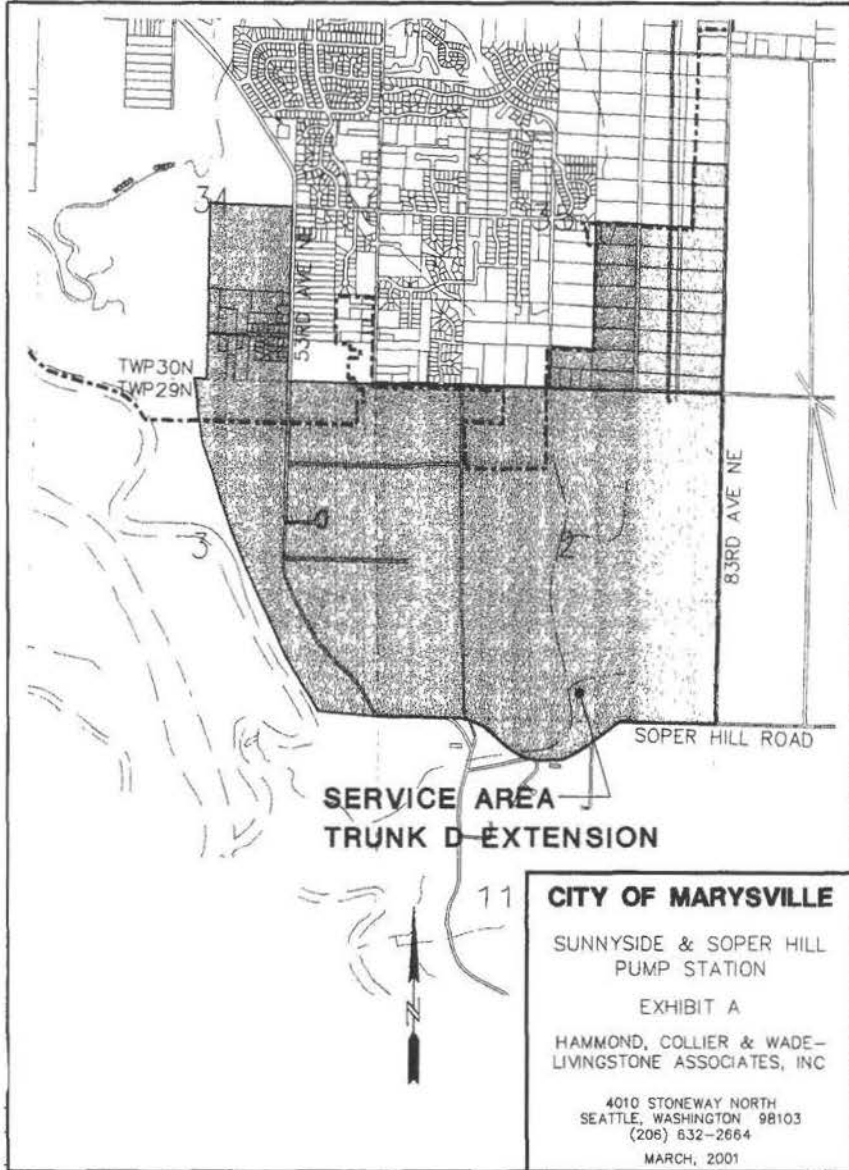
CITY OF MARYSVILLE

Derry Becker
City Clerk

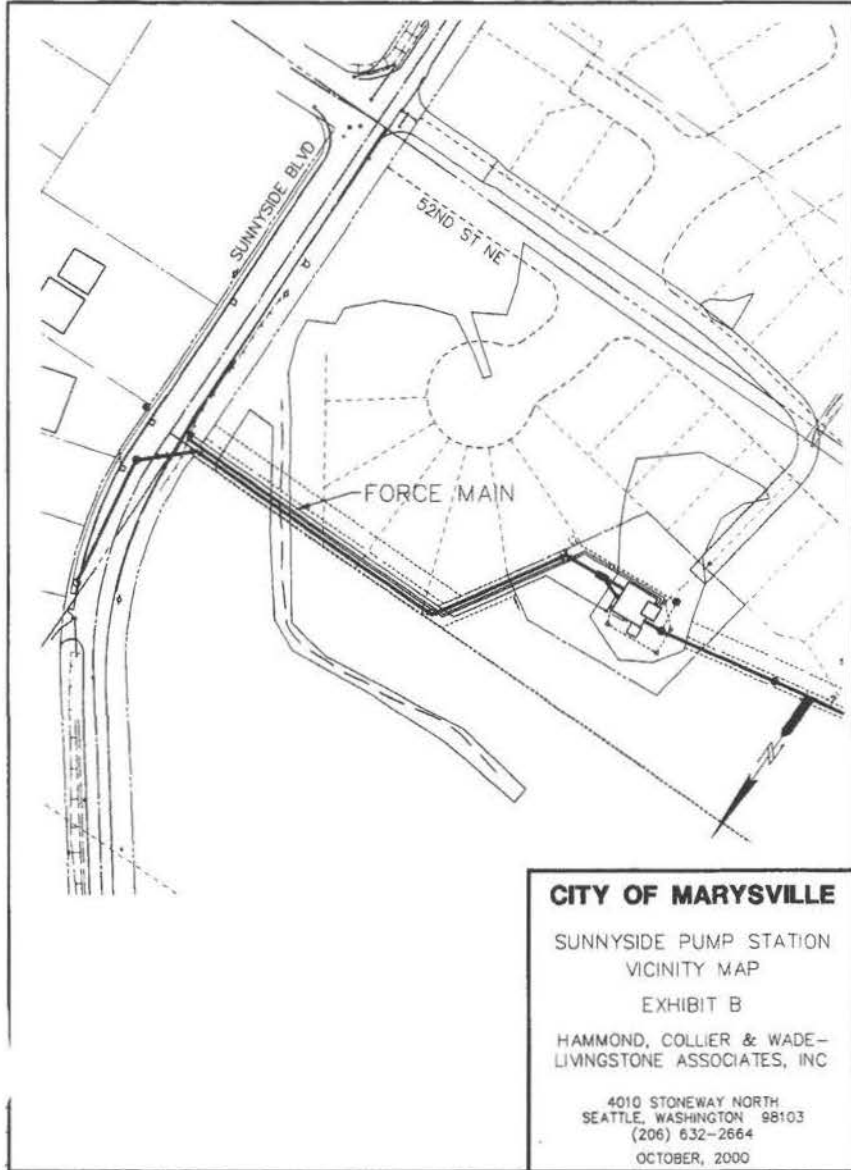
David West
Mayor

APPROVED AS TO FORM

By Grant K. Weed
City Attorney



200105300299



200105300299

EXHIBIT C

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

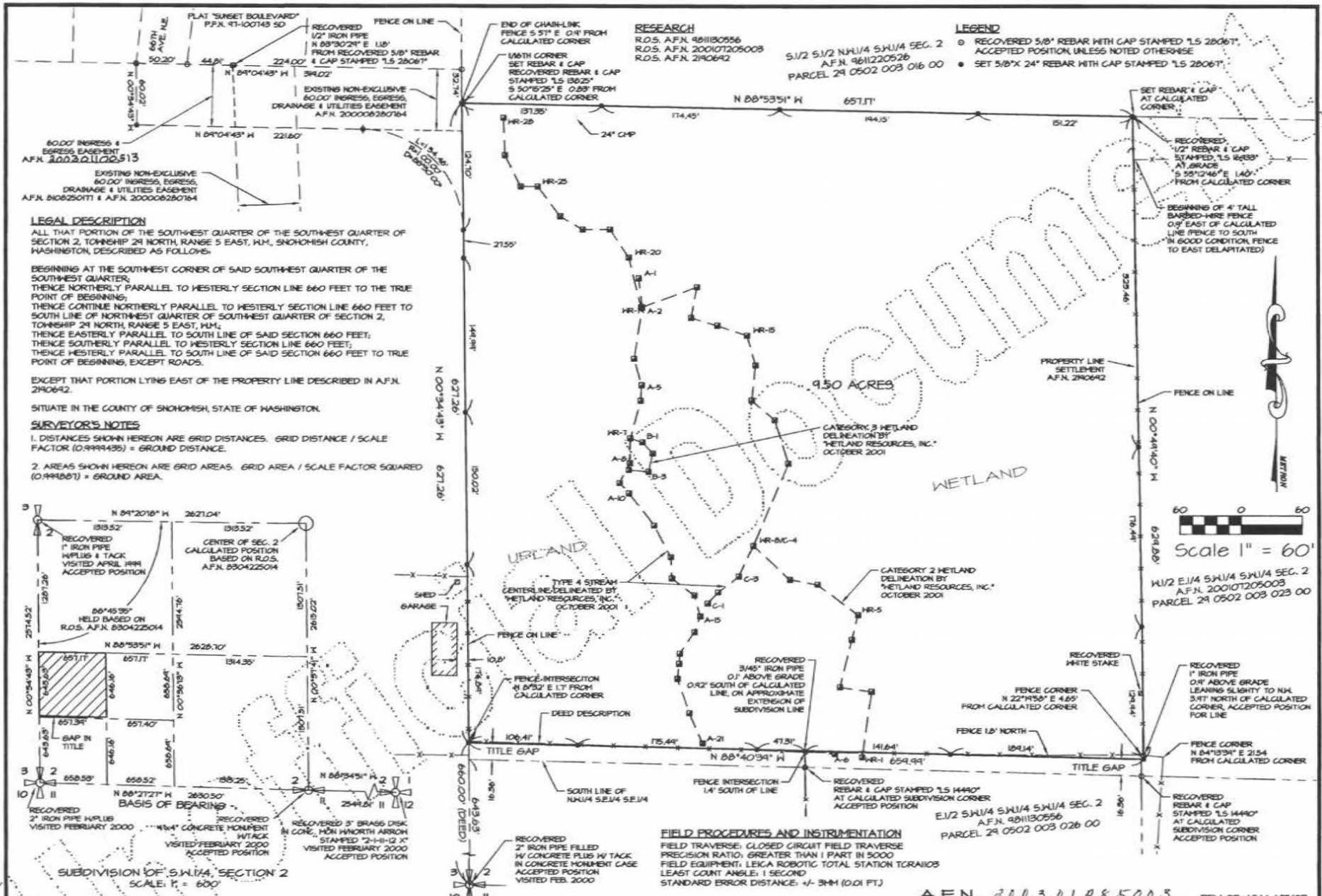
Those portions of Sections 34 and 35 in Township 30 North and Sections 2,3, and 11 in Township 29 North all in Range 5 East, W.M., more particularly described as follows.

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



RESEARCH
 R.O.S. A.F.N. 981180556
 R.O.S. A.F.N. 20010720508
 R.O.S. A.F.N. 210642

LEGEND

- RECOVERED 5/8" REBAR WITH GAP STAMPED "LS 28067", ACCEPTED POSITION, UNLESS NOTED OTHERWISE
- SET 5/8"x 24" REBAR WITH GAP STAMPED "LS 28067"

LEGAL DESCRIPTION

ALL THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 24 NORTH, RANGE 5 EAST, H.M., SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
 BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER;
 THENCE NORTHERLY PARALLEL TO WESTERLY SECTION LINE 660 FEET TO THE TRUE POINT OF BEGINNING;
 THENCE CONTINUE NORTHERLY PARALLEL TO WESTERLY SECTION LINE 660 FEET TO SOUTH LINE OF NORTHWEST QUARTER OF SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 24 NORTH, RANGE 5 EAST, H.M.;
 THENCE EASTERLY PARALLEL TO SOUTH LINE OF SAID SECTION 660 FEET;
 THENCE SOUTHERLY PARALLEL TO WESTERLY SECTION LINE 660 FEET;
 THENCE WESTERLY PARALLEL TO SOUTH LINE OF SAID SECTION 660 FEET TO TRUE POINT OF BEGINNING, EXCEPT ROADS.

EXCEPT THAT PORTION LYING EAST OF THE PROPERTY LINE DESCRIBED IN A.F.N. 210642.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

SURVEYOR'S NOTES

- DISTANCES SHOWN HEREON ARE GRID DISTANCES. GRID DISTANCE / SCALE FACTOR (0.9999435) = GROUND DISTANCE.
- AREAS SHOWN HEREON ARE GRID AREAS. GRID AREA / SCALE FACTOR SQUARED (0.999887) = GROUND AREA.



FIELD PROCEDURES AND INSTRUMENTATION
 FIELD TRAVERSE, CLOSED CIRCUIT FIELD TRAVERSE
 PRECISION RATIO, GREATER THAN 1 PART IN 5000
 FIELD EQUIPMENT, LEICA ROBOTIC TOTAL STATION TCR1010S
 LEAST COUNT ANGLE: 1 SECOND
 STANDARD ERROR DISTANCE: +/- 3MM (0.01 FT.)

A.F.N. 200301285003 REV 02 J.S.M. 1/1/03

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 SNOHOMISH COUNTY PARKS & RECREATION IN JULY 2002.
 Thomas E. Barry, DATE: 1-19-03
 THOMAS E. BARRY, P.L.S.
 REGISTERED PROFESSIONAL LAND SURVEYOR
 CERTIFICATE NO. 28067



AUDITOR'S CERTIFICATE
 FILED FOR RECORD AT THE REQUEST OF THOMAS E. BARRY, THIS 24TH DAY OF JANUARY, 2003, AT 56 MINUTES PAST 9 A.M. AND RECORDED IN VOL. OF SURVEYS, PAGE A.F.N. 200301285003 RECORDS OF SNOHOMISH COUNTY, WASHINGTON.
 Bob Jewellier
 AUDITOR, SNOHOMISH COUNTY
 BY: Maria G. Avallaro
 DEPUTY COUNTY AUDITOR

METRON
 and ASSOCIATES INC.
 LAND SURVEYS, MAPS, AND LAND USE PLANNING
 307 N. OLYMPIC, SUITE 205
 ARLINGTON, WASHINGTON 98223
 (360) 435-3777 FAX (360) 435-4822
 COPYRIGHT RESERVED 2003 © METRON & ASSOCIATES, INC.
 DATE: JULY 2002 BY: J.S.M. SCALE: 1" = 60'
 PROJECT NO. 02058 F.B. 5-24 #7 & B

RECORD OF SURVEY
 FOR
 SNOHOMISH COUNTY PARKS & RECREATION
 A PORTION OF S.W. 1/4 S.W. 1/4 SEC. 2, TOWNSHIP 24 NORTH, RANGE 05 EAST, H.M., SNOHOMISH COUNTY, STATE OF WASHINGTON



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

Document Title(s) (or transactions contained therein) CITY OF MARYSVILLE RECOVERY CONTRACT NO. 251
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.) Portions of Sections 2, 3 and 11 in Township 29 North and Section 35 in Township 30 North, Range 5 East <input checked="" type="checkbox"/> Additional legal is on page <u>5</u> of document.
Reference Number(s) of Documents assigned or released. N/A
Assessor's Property Tax Parcel/Account Number <input type="checkbox"/> 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. 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 FIFETEEN 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 Weir
Mayor

APPROVED AS TO FORM:

By Grant K. Weed
City Attorney

EXHIBIT A
Trunk D Phase II
Lift Station and Force Main

COSTS

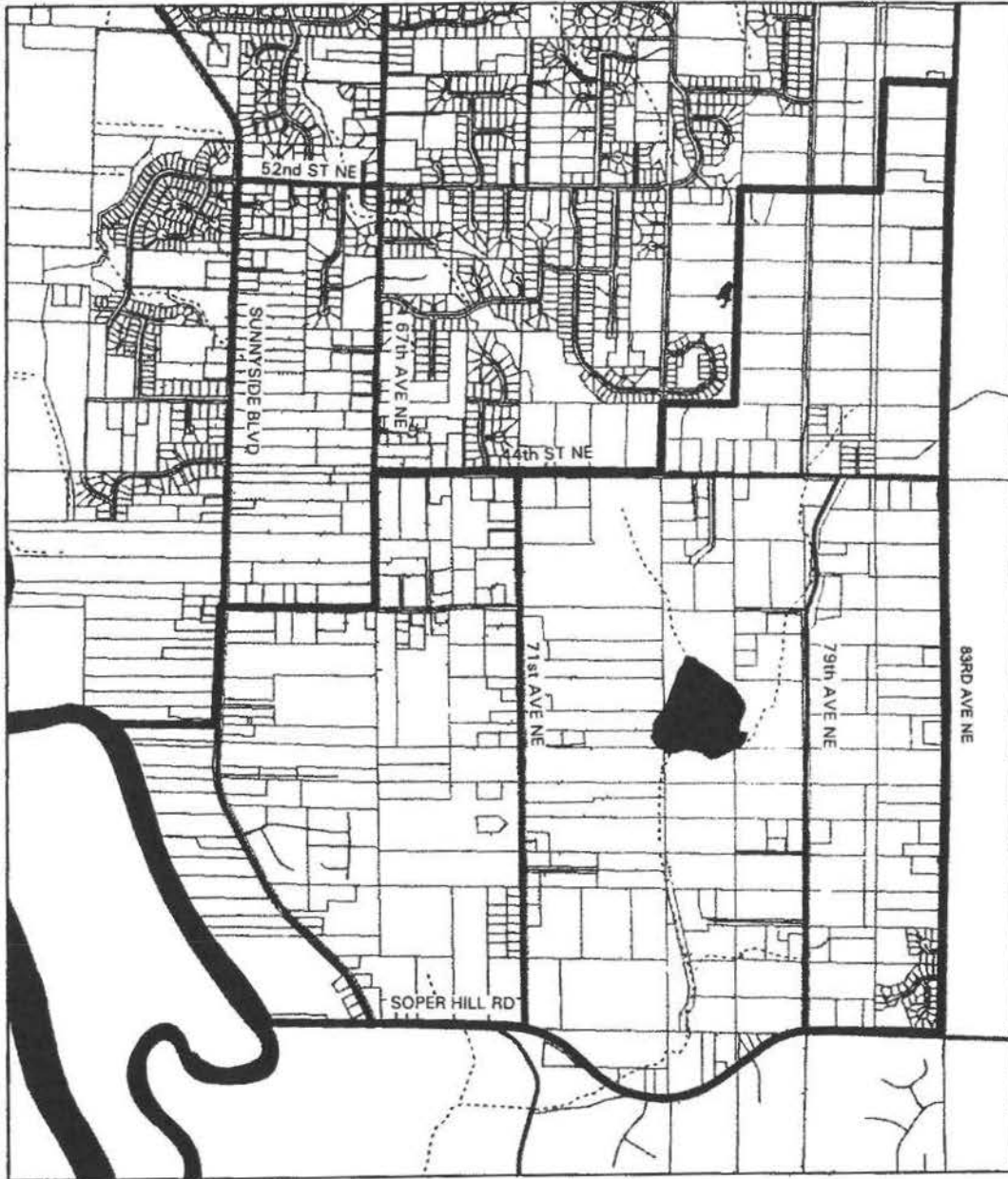
1. Construction	\$769,462.69
2. Engineering Design	\$61,487.46
3. Construction Management	\$109,487.02
4. City Project Management	\$7,984.62
5. Sno. County Permits	\$10,177.71
6. PUD Charges	\$20,459.34
7. Administration	<u>\$1,575.31</u>

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



0 1,000 2,000 Feet

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.

Return Address

CITY OF MARYSVILLE
4822 GROVE STREET
MARYSVILLE, WA 98270



200304240268 9 PGS
04-24 2003 11:30am \$27.00
SNOHOMISH COUNTY, WASHINGTON

Please print or type information

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

After Recording Return to:

CITY OF MARYSVILLE
4822 GROVE STREET
MARYSVILLE, WA 98270

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

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

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

hereinafter referred to as "Developer."

WITNESSETH:

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

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

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

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

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

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

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

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

See Exhibits B and C for description of service area

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

5. For a period not to exceed fifteen (15) years from the date of this agreement, the City agrees to require the owners of the above-described real estate who hereafter connect to the above-described utility system to pay a fair pro rata share of the cost referred to in paragraph 4 above. This fair pro-rata share shall be determined from the total number of dwelling units of the property to be served, which is known as the "dwelling unit charge." This, however, does not include any other capital improvement charges levied by the City, whether it be by dwelling of the area served, and/or a flat fee. No property extending beyond the terminus of the above-described system, as of the date said system has been accepted by the City, shall be served by said system unless there is an extension from said terminus which is constructed and financed in accordance with state and local laws and ordinances.

6. The fair pro rata share is hereby established to be \$210.0367 per dwelling unit of benefiting properties.

7. No person, firm or corporation shall be granted a permit or be authorized by the City to connect to or use the above-described utility system during said fifteen-year period without first meeting the following conditions:

- a. If the property is not within the City limits, the owner thereof must sign an annexation covenant as required by City ordinance
- b. Payment of all applicable connection charges, fees and assessments regularly imposed by City ordinance.
- c. Payment of the recovery charge referred to in this Contract.
- d. Compliance with all requirements for utility connections which are regularly imposed by City ordinance.

8. The City shall deduct a fee of \$50.00 for each utility connection, said fee to be kept by the City to cover the cost of administering this Contract. The City shall then disburse the remaining balance which is collected for each connection to the Developer within thirty (30) days of receipt thereof. If the Developer shall hereafter assign its rights herein, the City shall be provided with a signed copy of such assignment by the Developer. The Developer hereby waives any claim which it or its successors or assigns may have if the City negligently fails to collect a reimbursement charge from a property owner connecting to the utility system.

9. At the end of the fifteen year period, which shall commence upon the recording of this agreement, this agreement shall terminate in and of itself, notwithstanding that the full amount provided for herein may not have been recovered. Connection charges subsequent to the termination of this agreement shall be governed by ordinance of the City of Marysville, and all such charges shall be paid to the City for its use and benefit.

10. The provisions of this Contract shall not be construed as establishing the City as a public utility in the areas not already connected to the utility system; nor shall this Contract be construed as establishing express or implied rights for any property owner to connect to the City's utility system without first qualifying for such connection by compliance with all applicable City codes and ordinances.

11. The Developer agrees to hold the City harmless from any and all liability resulting from errors in the legal descriptions contained herein, and the City is relieved of all responsibility under this agreement for collecting on parcels not properly included in the legal descriptions set forth in Section 3 of this contract.

12. This Contract shall be recorded in the records of the Snohomish County Auditor, and it shall be binding upon the parties, their heirs, successors and assigns. The Developer agrees to reimburse the City for the recording fee and for all legal fees and other costs associated with the execution and recordation of the agreement.

13. Property owners who provided an easement for the sewer main shall be entitled to receive one single-family residential connection to the trunk line without payment of recovery contract charges. Grantor or Grantor's successor, will be required to pay applicable recovery contract charges for any additional connections. Payment of the City's sewer utility connection fee in effect at the time of connection will be required for all connections. See Exhibit D for list of property owners.

ATTEST:

By Perry Becker
CITY CLERK

THE CITY OF MARYSVILLE:

By David Weiser
MAYOR

APPROVED AS TO FORM:

By Grant K. Weid
CITY ATTORNEY

DEVELOPER:

Robert K. [unclear]
Managing Member

DEVELOPER:

T. Scott Darling
Director, Investment K. member

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that DAVID A. WEISER is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Marysville, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 3rd day of March, 2003.



Lillie Lein
Lillie Lein
(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at Marysville
My commission expires 7-01-05

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that T. Scott Darling is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the managing member of Sunset Blvd LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 26th day of February, 2003.



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

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Robert K. Porter is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the managing member of R&D Park Creek LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 9th day of February, 2003.



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

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

COSTS

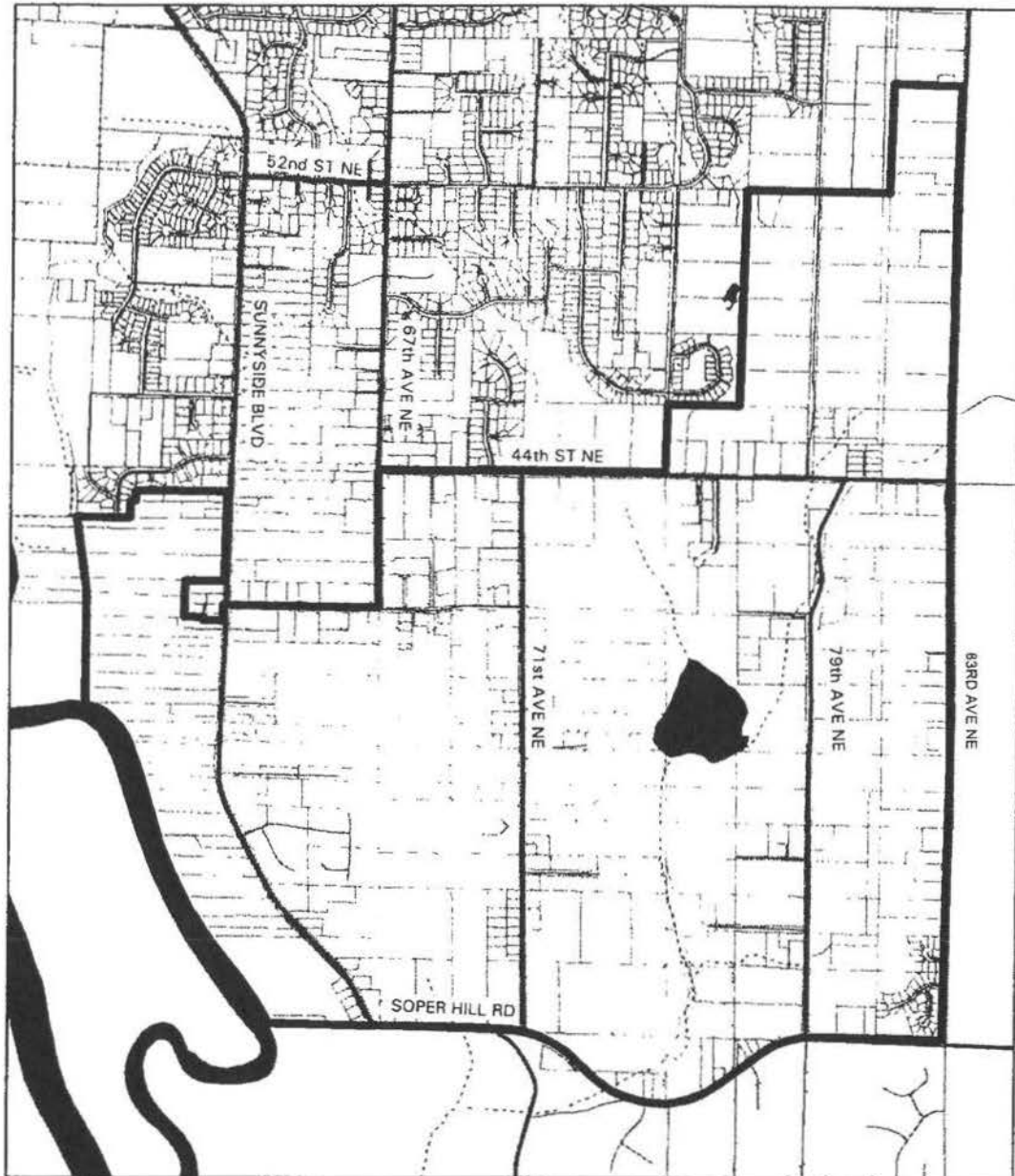
1. Construction	\$273,192.36
2. Easements	\$21,901.00
3. Engineering Design	\$21,830.65
4. Construction Management	\$38,872.06
5. City Project Management	\$2,834.84
6. Sno. County Permits	\$4,274.00
7. PUD Charges	\$4,100.00
8. Administration	<u>\$559.29</u>

TOTAL = \$367,564.20

PRO-RATA SHARE

Number of dwelling units in service area: 1750 du

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



Sunnyside 21" Sewer Service Area

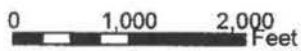


EXHIBIT B



EXHIBIT C

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

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

BEGINNING at the north $\frac{1}{4}$ section corner of said section 3; thence south along the north-south centerline of said section 3 to the south line of Plat 8832 (Westview at Sunnyside 2) being the True Point of Beginning; Thence east and north along the south and east boundary of said plat 8832 to the southwest corner of plat 8661 (Westview at Sunnyside 1); thence east along the south boundary of plat 8661 to the west margin of 53rd Avenue NE (also known as Sunnyside Blvd.), thence south along the west margin of 53rd Avenue to the south margin of 40th Street; 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 north-south centerline of said section 3; thence north along the north-south centerline of section 3 to the south boundary of plat 8832 being the True Point of Beginning.

Exhibit D

Property that provided easement for 21 inch sewer

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

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

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

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

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

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

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

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

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

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

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

Return Address

CITY OF MARYSVILLE
4822 GROVE STREET
MARYSVILLE, WA 98270



200305050302 8 PGS
05-05-2003 10:32am \$26.00
SNOHOMISH COUNTY, WASHINGTON

Please print or type information

Document Title(s) (or transactions contained therein): CITY OF MARYSVILLE RECOVERY CONTRACT NO. 252
Grantor(s) (Last name first, then first name and initials) THE CITY OF MARYSVILLE
Grantee(s) (Last name first, then first name and initials) SUNSET BOULEVARD PROPERTY LLC R&D PARK CREEK LLC
Legal description (abbreviated: i.e., lot, block, plat or section, township, range, qtr /qtr.) Portions of Sections 2, 3 and 11 in Township 29 North and Section 35 in Township 30 North, Range 5 East <input checked="" type="checkbox"/> Additional legal is on page <u>6</u> of document.
Reference Number(s) of Documents assigned or released N/A
Assessor's Property Tax Parcel/Account Number 29050300103900 <input checked="" type="checkbox"/> Additional parcel numbers on page <u>7</u> 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

After Recording Return to:

CITY OF MARYSVILLE
4822 GROVE STREET
MARYSVILLE, WA 98270

**CITY OF MARYSVILLE
CONTRACT FOR RECOVERY OF UTILITY CONSTRUCTION COSTS
CONTRACT NO. 252**

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

Name	Address
Sunset Boulevard Property LLC	7323 126 th Ave NE Kirkland, WA 98033
and	
R&D Park Creek LLC	PO Box 410 Clinton, WA 98236

hereinafter referred to as "Developer."

WITNESSETH:

WHEREAS, the Developer has constructed and installed a sewer system, including a 10-inch line and appurtenances situated as follows:

From the connection with the Trunk D Phase II 21 inch sewer, running south along Sunnyside Boulevard for 3935 LF to the Trunk D Phase II lift station vicinity 71st Avenue.

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

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

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

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

2. The Developer's costs for construction and installation of said utility lines and facilities, including engineering fees, were \$472,303.42, which have been paid in full by the Developer. See Exhibit A for description of costs.

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

See Exhibits B and C for description of service area boundary

4. The proportionate share of the total cost of the utility lines which may be fairly attributed to serving and benefiting the above-described property, as a whole, rather than serving and benefiting the property of the Developer, is \$472,303.42.

5. For a period not to exceed fifteen (15) years from the date of this agreement, the City agrees to require the owners of the above-described real estate who hereafter connect to the above-described utility system to pay a fair pro rata share of the cost referred to in paragraph 4 above. This fair pro-rata share shall be determined from the total number of dwelling units of the area to be served, which is known as the "dwelling unit charge." This, however, does not include any other capital improvement charges levied by the City, whether it be by dwelling units of the area served, and/or a flat fee. No property extending beyond the terminus of the above-described system, as of the date said system has been accepted by the City, shall be served by said system unless there is an extension from said terminus which is constructed and financed in accordance with state and local laws and ordinances.

6. The fair pro-rata share is hereby established to be \$763.0104 per dwelling unit of benefiting properties.

7. No person, firm or corporation shall be granted a permit or be authorized by the City to connect to or use the above-described utility system during said fifteen-year period without first meeting the following conditions:

- a. If the property is not within the City limits, the owner thereof must sign an annexation covenant as required by City ordinance.
- b. Payment of all applicable connection charges, fees and assessments regularly imposed by City ordinance.
- c. Payment of the recovery charge referred to in this Contract.
- d. Compliance with all requirements for utility connections which are regularly imposed by City ordinance.

8. The City shall deduct a fee of \$50.00 for each utility connection, said fee to be kept by the City to cover the cost of administering this Contract. The City shall then disburse the remaining balance which is collected for each connection to the Developer within thirty (30) days of receipt thereof. If the Developer shall hereafter assign its rights herein, the City shall be provided with a signed copy of such assignment by the Developer. The Developer hereby waives any claim which it or its successors or assigns may have if the City negligently fails to collect a reimbursement charge from a property owner connecting to the utility system.

9. At the end of the fifteen-year period, which shall commence upon the recording of this agreement, this agreement shall terminate in and of itself, notwithstanding that the full amount provided for herein may not have been recovered. Connection charges subsequent to the termination of this agreement shall be governed by ordinance of the City of Marysville, and all such charges shall be paid to the City for its use and benefit.

10. The provisions of this Contract shall not be construed as establishing the City as a public utility in the areas not already connected to the utility system; nor shall this Contract be construed as establishing express or implied rights for any property owner to connect to the City's utility system without first qualifying for such connection by compliance with all applicable City codes and ordinances.

11. The Developer agrees to hold the City harmless from any and all liability resulting from errors in the legal descriptions contained herein, and the City is relieved of all responsibility under this agreement for collecting on parcels not properly included in the legal descriptions set forth in Section 3 of this contract

12. This Contract shall be recorded in the records of the Snohomish County Auditor, and it shall be binding upon the parties, their heirs, successors and assigns. The Developer agrees to reimburse the City for the recording fee and for all legal fees and other costs associated with the execution and recordation of the agreement.

ATTEST:

By Derry Becker
CITY CLERK

THE CITY OF MARYSVILLE:

By David Weems
MAYOR

APPROVED AS TO FORM:

By Scott K. Weed
CITY ATTORNEY

DEVELOPER:

Robert A. [Signature]
Margaret [Signature]

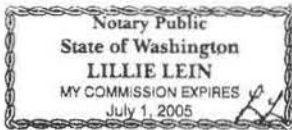
DEVELOPER:

Scott Darling
Darling Investment LLC member

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that DAVID A. WEISER is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Marysville, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 3rd day of March, 2003.



Lillie Lein
Lillie Lein
(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at Marysville
My commission expires 7-01-05

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that T. Scott Darling is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the managing member of Sunset Blvd LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 2nd day of February, 2003.



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

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Robert K. Porter is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the managing member of R&D Park Creek LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 2nd day of February, 2003.



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

EXHIBIT A
Trunk D Phase II
10 inch Sewer

COSTS

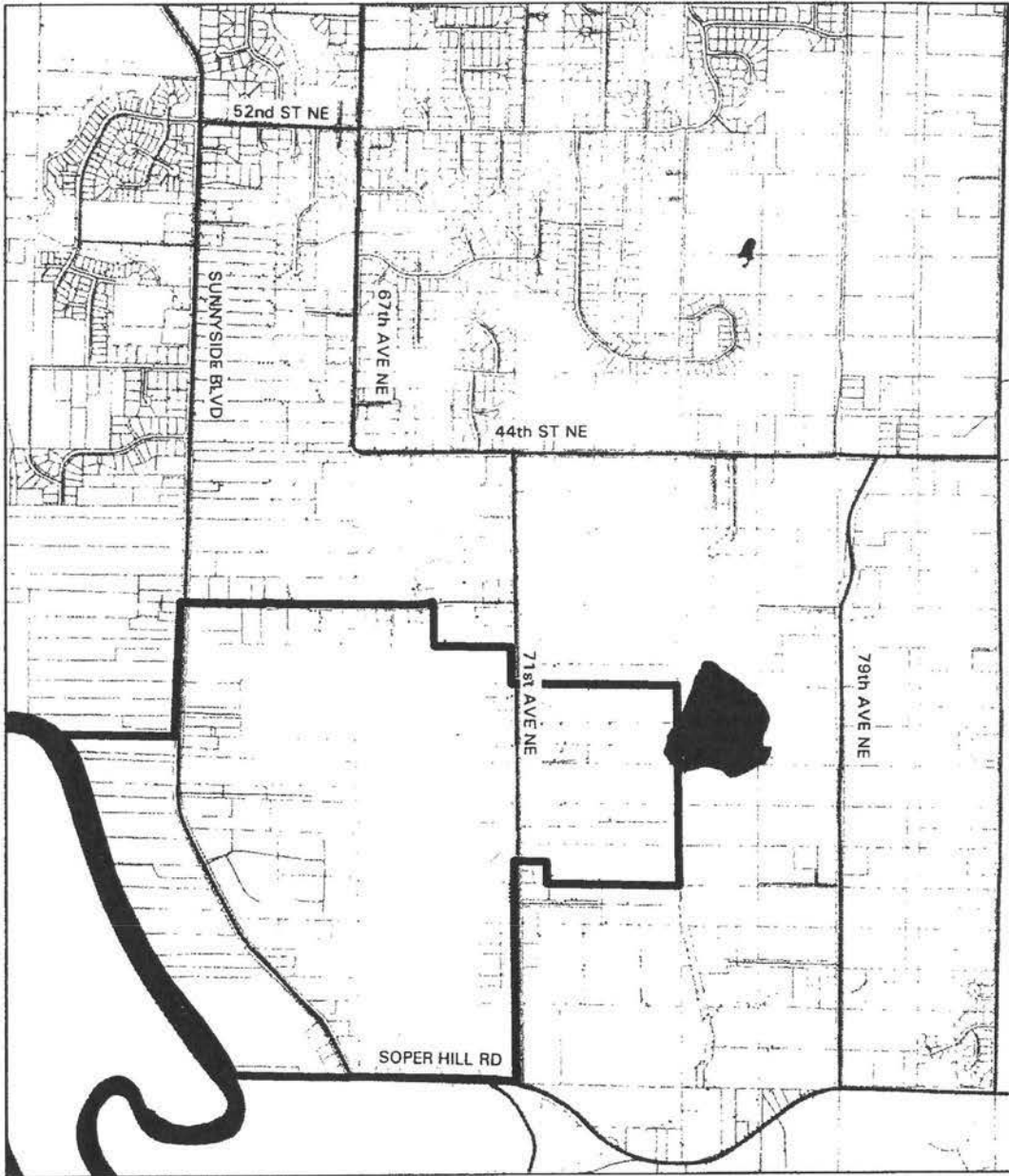
1. Construction	\$364,088.34
2. Engineering Design	\$29,094.14
3. Construction Management	\$51,806.02
4. City Project Management	\$3,778.08
5. Sno. County Permits	\$4,007.69
6. PUD Charges	\$18,783.76
7. Administration	<u>\$745.39</u>

TOTAL = \$472,303.42

PRO-RATA SHARE

Number of Dwelling units in service: 619 du

Pro-rata share: $\$472,303.42/619 = \$763.0104/\text{du}$



Sunnyside 10" Sewer Service Area



EXHIBIT B

EXHIBIT C

City of Marysville Service Area 10-inch Sewer in Sunnyside Boulevard 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 east-west centerline of said section 3 being the True Point of Beginning; Thence east along the east-west centerline of section 3 to the east $\frac{1}{4}$ corner of section 3; thence north along the east line of section 3 to the south margin of 40th Street; thence east along the south margin of 40th Street to the northeast corner of APN 290502-002-019; thence south along the west boundary of APN 290502-002-042 to its southwest corner; thence east along the south line of said APN 042 and APN 016 to the east margin of 71st Avenue NE; thence south along the east margin of 71st Avenue to the NW corner of APN 290502 002-028; thence east along the north line of APN 290502-002 028 and south along the east line of APN 290502-002 028, 030, 032, 063 to center of said section 2; thence continuing south along the east lines of APN 290502-003-001, 002, 038, 003 to the SW corner of APN 290502-003-003; thence west along the south line of APN 290502-003-003 to the west margin of 71st Avenue NE; thence south along the west margin of 71st Avenue to the south line of section 2; thence west along the south line of section 2 and 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 being the True Point of Beginning.

EXHIBIT D
Benefiting Property
Tax Parcel numbers

29050300103900, 29050300107700, 29050300400900, 29050300401200, 29050300401000,
29050300401100, 29050300401300, 29050300401400, 29050300401500, 29050300401600,
29050300401700, 29050300404600, 29050300402800, 29050300402900, 29050300403000,
29050300403100, 29050300403200, 29050300403300, 29050300403400, 29050300403500,
29050300404200, 29050300102800, 29050300104400, 29050300104500, 29050300104300,
29050300104700, 29050300106600, 29050300107000, 29050300104900, 29050300105000,
29050300105200, 29050300105400, 29050300105500, 29050300105600, 29050300106400,
29050300105700, 29050300400100, 29050300400200, 29050300400300, 29050300404300,
29050300400400, 29050300400500, 29050300401800, 29050300400600, 29050300400700,
29050300400800, 29050300404900, 29050300402200, 29050300405000, 29050300402100,
29050300402300, 29050300402500, 29050300403700, 29050300404000, 29050300404500,
29050300404100, 29050200205600, 29050200202300, 29050200202400, 29050200203700,
29050200202200, 29050200202100, 29050200205900, 29050200201700, 29050200206000,
29050200201900, 29050200202500, 29050200201500, 29050200204000, 29050200203600,
29050200204500, 29050200206200, 29050200205000, 29050200203500, 29050200205400,
29050200203000, 29050200203400, 29050200203100, 29050200203000, 29050200203200,
29050200203300, 29050200204300, 29050200205100, 29050200206300, 29050200300100,
29050200300200, 29050200303800, 29050200300300, 29050200300900, 29050200301100,
29050200301200, 29050200301300, 29050200301000, 29050200301400, 29050200301500,
29050200301600, 29050200302400, 29050200302500, 29050200302600, 29050200302300,
29050200303300, 29050200303400, 29050200303500, 29050200303600, 29050200302700,
29050200301800, 29050200301900, 29050200301700, 29050200302200, 29050200302100,
00592900000100, 00592900000200, 00592900000300, 00592900000400, 00592900000500,
00592900000600, 00592900000700, 00592900000800

REAL ESTATE SALES TAX
AMOUNT PAID - 78
RECEIPT NO. 002740

APR 2 1971

THE STATE OF WASHINGTON
[Signature]

PROPERTY LINE SETTLEMENT

2190638

K 325
K 337

WALTER LYNES KING and VIRGINIA KING, husband and wife, hereinafter termed First Parties, agree with ELTON KUCHERA and Faythe E RUCHERA, husband and wife, hereinafter termed Second Parties as follows:

1. That First Parties are the owners of a portion of the SW 1/4 of SW 1/4 of Section 2, Township 29 N.R. 5 E.W.M., Snohomish County, Washington, described as follows:

Commencing at the Southwest corner of said SW 1/4 of SW 1/4; thence Northerly parallel to Westerly Section line 660 feet to true point of beginning; thence continue Northerly parallel to Westerly section line 660 feet to South line of NW 1/4 of SW 1/4 of Section 2, Township 29 N. R. 5 E.W.M.; thence Easterly parallel to South line of said section 660 feet; thence Southerly parallel to Westerly section line 660 feet; thence Westerly parallel to South line of said section 660 feet to true point of beginning, less roads.

2. That Second Parties are the owners of the W 1/2 of NE 1/4 of SW 1/4 of SW 1/4 of Section 2, Township 29 N.R 5 E., W.M., Snohomish County, Washington.

3. That the boundary line between said parties has been disputed, First Parties relying upon the line marked by a fence which they claim has over a long period been recognized as the boundary line and Second Parties relying upon the line established by survey of Bert M. Lindeuth, Registered Professional Surveyor, made in 1956. That the claims of neither parties have not been established by Court action and they desire by this agreement to definitely and finally establish such boundary line.

4. That First Parties for the consideration hereinafter set forth agree that the boundary line shall be and is established

on the line of the survey of Bert M. Lindemuth, the correctness of which has been verified by First Parties. That First Parties hereby quit claim and convey to Second Parties their claim to any land lying between the fence line and the surveyed line.

5. That Second Parties in consideration of the establishment of such line and release of any land lying between the fence line and the surveyed line agree:

(A) At their expense as to labor and material to construct a four strand new heavy duty barbed wire fence on steel posts in a straight line along the line established by the survey to be completed prior to April 15, 1971.

(B) To pay First Parties the sum of \$75.00 to compensate them for the trees growing on the land which lies between the former fence line and the surveyed line which surveyed line is by this agreement established as the boundary line between the lands of First and Second Parties.

Executed in duplicate this 20th day of March 1971.

Walter Lynes King
Virginia King
First Parties
Edwin M. Kuchera
John Taylor E. Kuchera
Second Parties

STATE OF WASHINGTON,)

COUNTY OF SPOKANE,)

On this day personally appeared before me WALTER LYNES KING and VIRGINIA KING, his wife, to me known to be the individuals described in and who executed the within and foregoing instrument and a copy of which they have signed the same as their free and voluntary act and deed, for the uses and purposes therein contained.

Witness my hand and official seal this 20th day of March 1971.



Walter M. King
Notary Public in and for the State of Washington, residing at Spokane

STATE OF WASHINGTON,)
:ss
COUNTY OF SNOHOMISH,)

On this day personally appeared before me ELTON KUCHERA and Fayth E. KUCHERA, his wife, to me 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 29th March, 1971.



Arthur M. Newton
Notary Public in and for the State of Washington, residing at Everett

215083Z

RECORDED
OFFICIAL RECORDS
MAR 2 PM 1 50
STANLEY DUBUQUE, ALICE DE
SNOHOMISH COUNTY, WASH.
Snohomish County Recorder

2/00

Elton Kuchera
6925 Sunnyvale Blvd
Marysville, edw 98270

OFFICIAL RECORDS
491 no 628

200301100513

After Recording Return To
Snohomish County Parks and Recreation
3000 Rockefeller MS 303
Everett, WA 98201



200301100513
01/10/2003 01:22 PM Snohomish
P.0005 RECORDED County

**NO EXCISE TAX
REQUIRED**

JAN 10 2003

BOB DANTINI, Snohomish County Treasurer

By: BOB DANTINI

EASEMENT

Reference #:

st
Stacey

Grantor: Thomas L. and *Stacey* King, Virginia C. King
Grantee: Snohomish County, a political subdivision of the State of Washington
Legal Description (abbreviated): Ptn SE ¼ SE ¼ Sec. 3, Twp. 29 N., R. 5, EWM
Assessor's Tax Parcel ID #: Ptn 29050300404700, 29050300402100, 29050300405000
Assessor's Tax Parcel ID #:

KNOW ALL MEN BY THESE PRESENTS that the Grantors, THOMAS L. KING and STACY KING, husband and wife, and VIRGINIA C. KING, as her separate estate, for and in consideration of TEN DOLLARS and other valuable consideration, hereby grant and convey to SNOHOMISH COUNTY, a political subdivision of the State of Washington, referred to as Grantee, a perpetual, non-exclusive easement for public use for utilities, ingress and egress over, under and across the following described real property, together with any after-acquired interest therein.

See Exhibit A attached hereto and incorporated herein by this reference.

[remainder of page intentionally left blank.]

23/5

OLD REPUBLIC TITLE LTD. 615838

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

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

Given under my hand and official seal this 9 day of January, 2003.

Patty McCarty
Printed. Patty McCarty
NOTARY PUBLIC in and for Washington
Residing at Snohomish
My commission expires: 6-1-03

Accepted By:

Robert J. Drewel

Robert J. Drewel
Snohomish County Executive

for GARY WEIKEL
Deputy Executive

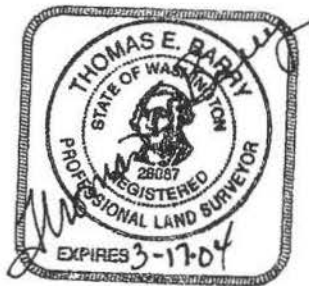
EXHIBIT A

Exhibit No. 1
Easement Grant

A non-exclusive easement for ingress, egress and utilities over, under, across and through that portion of the Northeast quarter of the Southeast Quarter and the Southeast quarter of the Southeast quarter of Section 3, Township 29 North, Range 5 East, W.M. described as follows;

Commencing at the Southeast corner of said Section 3; thence North 0°34'43" West, along the East line of said Section 3, a distance of 1287.26 feet to the Northeast corner of said Southeast quarter of the Southeast quarter; thence North 0°34'43" West, a distance of 32.74 feet to the Northeast corner of that certain parcel of land conveyed to Thomas and Stacey King by Quit Claim Deed recorded under Auditor File No. 8109250158 and the **True Point of Beginning**; thence North 89°04'43" West, along the north line of that certain parcel of land conveyed to Thomas and Stacey King by Quit Claim Deed recorded under Auditor File No. 8109250158, a distance of 319.02 feet; thence South 0°34'43" East, parallel with the East line of the Southeast quarter of the Southeast quarter of said Section 3, a distance of 60.02 feet; thence South 89°04'43" East, parallel with the North line of the said parcel conveyed to Thomas and Stacey King, a distance of 221.60 feet; thence on a curve to the right, which center to said curve bears South 0°55'17" West, having a radius of 100.00 feet, an arc distance of 154.46 feet to the East line of said subdivision; thence North 0°34'43" West, along said East line of said subdivision, a distance of 157.44 feet to the **True Point of Beginning**.

November 25, 2002
02058
Revision #1



11-26-02

200301100513

EXHIBIT B
to
Easement

All that portion of the Southwest quarter of the Southwest quarter of Section 2, Township 29 North, Range 5 East, W M, in Snohomish County, Washington, described as follows.

Beginning at the Southwest corner of said Southwest quarter of the Southwest quarter:
THENCE Northerly parallel to the Westerly section line 660 feet to the True Point of Beginning;
THENCE continue Northerly parallel to said Westerly section line 660 feet to the South line of the Northwest quarter of the Southeast quarter of said Section 2;
THENCE Easterly parallel to the South line of said Section 660 feet;
THENCE Southerly parallel to the Westerly section line 660 feet;
THENCE Westerly parallel to the South line of said Section 660 feet to the True Point of Beginning,
EXCEPT roads,

AND EXCEPT that portion lying East of the Property Line described under Auditor's File Number 21090692.

ABBREVIATED LEGAL

Portion of the Southwest quarter of the Southwest quarter of Section 2, Township 29 North, Range 5 East, W.M.

Tax Account No 290502-003-024-00

200301100513

200912300462.001

226773

68.08

RETURN TO:
SNOHOMISH COUNTY
PROPERTY MANAGEMENT
3000 ROCKEFELLER AVENUE M/S 404
EVERETT, WA. 98201



No. 5361657 12/30/2009 10:41:23 AM
Thank you for your payment.
DEPT

QUIT CLAIM DEED

Reference #:

Grantor: Snohomish County, a political subdivision of the State of Washington
Grantee: City of Marysville, a Washington municipal corporation
Legal Description: A portion of the SW of the SW of Section 2, Township 29 North, Range 5 East, W.M.
Assessor's Tax Parcel ID#: 29050200302400 and a portion of 29050300405000,
29050300404700

THE GRANTOR, SNOHOMISH COUNTY, a political subdivision of the State of Washington, for and in consideration of the Interlocal Agreement recorded under Auditor's File No. 200907280020 and mutual benefits conveys and quit claims to the CITY OF MARYSVILLE, a Washington municipal corporation, all of the Grantor's right, title and interest in and to the following described real property, situated in the County of Snohomish, State of Washington, subject to the right of proceeds and restrictions statement below.

ALL THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 29 NORTH RANGE 5 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTHERLY PARALLEL TO THE WESTERLY SECTION LINE 660 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE NORTHERLY PARALLEL TO SAID WESTERLY SECTION LINE 660 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE EASTERLY PARALLEL TO THE SOUTH LINE OF SAID SECTION 660 FEET; THENCE SOUTHERLY PARALLEL TO THE WESTERLY SECTION LINE 660 FEET; THENCE WESTERLY PARALLEL TO THE SOUTH LINE OF SAID SECTION 660 FEET TO THE TRUE POINT OF BEGINNING; EXCEPT ROADS; AND EXCEPT THAT PORTION LYING EAST OF THE PROPERTY LINE DESCRIBED UNDER AUDITOR'S FILE NUMBER 2190692;

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS, AND UTILITIES RECORDED UNDER AUDITOR'S FILE NO. 200301100513 AND AS CORRECTED BY EASEMENT RECORDED UNDER AUDITOR'S FILE NO. 200410040255 DESCRIBED AS FOLLOWS:

200912300462.002

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, AND UTILITIES OVER, UNDER, ACROSS AND THROUGH THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M. DESCRIBED AS FOLLOWS:

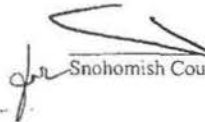
COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 3; THENCE NORTH 0°34'43" WEST, ALONG THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 1287.26 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, THENCE NORTH 0°34'43" WEST, A DISTANCE OF 32.74 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THOMAS AND STACEY KING BY QUIT CLAIM DEED RECORDED UNDER AUDITOR FILE NO. 8109250158 AND THE TRUE POINT OF BEGINNING; THENCE NORTH 89°04'43" WEST, ALONG THE NORTH LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THOMAS AND STACEY KING BY QUIT CLAIM DEED RECORDED UNDER AUDITOR FILE NO. 8109250158 A DISTANCE OF 319.02 FEET; THENCE SOUTH 0°34'43" EAST, PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 3, A DISTANCE OF 60.02 FEET; THENCE SOUTH 89°04'43" EAST, PARALLEL WITH THE NORTH LINE OF THE SAID PARCEL CONVEYED TO THOMAS AND STACEY KING, A DISTANCE OF 221.60 FEET; THENCE ON A CURVE TO THE RIGHT, WHICH CENTER TO SAID CURVE BEARS SOUTH 0°55'17" WEST, HAVING A RADIUS OF 100.00 FEET, AN ARC DISTANCE OF 154.46 FEET TO THE EAST LINE OF SAID SUBDIVISION, THENCE NORTH 0°34'43" WEST, ALONG SAID EAST LINE OF SAID SUBDIVISION, A DISTANCE OF 157.44 FEET TO THE TRUE POINT OF BEGINNING

Subject to any easements, covenants, conditions, restriction and reservations of record; and

Both parties agree that for ten (10) years from the date of transfer of title of the real property from Grantor to the Grantee, if the Grantee chooses to sell its interest in the subject real property, or any portion thereof, the Grantee shall pay to the Grantor any proceeds realized from the sale, excepting reasonable closing costs.

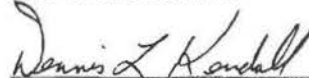
Dated: 12/21/09

SNOHOMISH COUNTY:

 **MARK SOINE**
Deputy Executive
Snohomish County Executive

Dated: 12/22/09

ACCEPTED AND APPROVED:
CITY OF MARYSVILLE



COUNCIL USE ONLY
Approved: 12-16-09
Docfile: D-27

200912300462.003

STATE OF WASHINGTON)
) ss
COUNTY OF SNOHOMISH)

On this 21st day of December, 2009, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Mark Soine, to me known to be the Deputy Executive of Snohomish County and acknowledged to me the said instrument to be for the uses and purposes therein mentioned, and signed said instrument on behalf of Snohomish County as its free and voluntary act and deed.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Cora E. Palmer
NOTARY PUBLIC in and for the State of
Washington residing at: Salisbury
My commission expires: 7/18/12

SUBDIVISION

Issued By:



CHICAGO TITLE INSURANCE COMPANY

Guarantee/Certificate Number:

500065180
Update 1

CHICAGO TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

Metron and Associates, Inc.

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

LIABILITY EXCLUSIONS AND LIMITATIONS

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

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

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

Countersigned By:

Authorized Officer or Agent



Chicago Title Insurance Company

By:

President

Attest:

Secretary

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

SCHEDULE A

Liability	Premium	Tax
\$1,000.00	\$350.00	\$33.95

Effective Date: February 2, 2018 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:

King's Royal Reds LLC a Washington limited liability company as to Parcel A and Thomas L. King as his separate estate as to Parcel B

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

END OF SCHEDULE A

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 290503-004-050-00 and 290503-004-021-00

Parcel A: 4-021

That portion of the Southeast Quarter of Section 3, Township 29 North, Range 5 East W.M. described as follows:

Commencing at the Southeast corner of said Section 3;

Thence North 0°33'59" West along the East line of said Section 3 for a distance of 822.60 feet, more or less, to the True Point of Beginning,;

Thence North 89°17'51" West for 514.88 feet;

Thence North 0°56'01" East 170.13 feet;

Thence South 89°03'59" West 267.37 feet to the Northeasterly margin of the County road right of way;

Thence North 44°33' West along said road margin for a distance of 31.79 feet;

Thence Northwesterly along the arc of a curve to the right having a radius of 1116.03 feet and consuming an angle of 2°42'11" for 52.65 feet;

Thence South 89°03'59" East 360.0 feet;

Thence North 0°56'01" East for 90 feet to a fence line;

Thence South 89°03'59" East along said fence line 254.49 feet to a point that bears South 2°16'25" East 177.82 feet from a point on the North line of the Southeast Quarter of Southeast Quarter that is 224.0 feet Westerly of the Northeast corner thereof;

Thence North 2°16'25" West for a distance of 177.82 feet;

Thence Easterly 224.0 feet to the Northeast corner of said Southeast Quarter of Southeast Quarter;

Thence Southerly 497.84 feet more or less to the True Point of Beginning;

Situate in the County of Snohomish, State of Washington.

Parcel B: 4-050

That portion of the Southeast Quarter of Section 3, Township 29 North, Range 5 East W.M. described as follows:

Beginning at the Southeast corner of said Section 3

Thence North 0°33'59" West along the East line of said Section 1320.00 feet;

Thence North 89°03'59" West for a distance of 224.0 feet to the True Point of Beginning;

Thence continue North 89°03'59" West for a distance of 416.87 feet;

Thence South 0°56'01" West 177.54 feet;

Thence South 89°03'59" East 426.82 feet to a point that bears South 2°16'25" East from the True Point of Beginning;

EXHIBIT "A"
Legal Description

North 2°16'25" West 177.82 feet to the True Point of Beginning;

Together With that portion of the Southeast Quarter of the Southeast Quarter of Section 3, Township 29 North, Range 5 East W.M. described as follows:

Beginning at the Southeast corner of said Section 3;

Thence North 0°33'59" West along the East line of said Section 3, 822.60 feet;

Thence North 89°03'59" West 514.88 feet;

Thence North 0°56'01" East 170.13 feet;

Thence South 89°03'59" West 267.37 feet to the Northeasterly margin of the County road right of way;

Thence North 44°33' West along said road margin for a distance of 31.79 feet;

Thence Northwesterly along the arc of a curve to the right having a radius of 1116.03 feet and consuming an angle of 2°42'11" for 52.65 feet;

Thence South 89°03'59" East 187.67 feet to a point that bears South 0°56'01" West from a Point hereinafter referred to as Point "A" that is North 0°33'59" West 1320.00 feet and North 89°03'59" West 640.87 feet from the Southeast corner of said Section 3, said Point hereinafter referred to as Point "B";

Thence North 0°56'01" East 90.00 feet to a point that is 177.54 feet Southerly of the herein described Point A, said point also being the True Point of Beginning;

Thence South 0°56'01" West 90 feet to the herein described Point B;

Thence South 89°03'59" East 172.33 feet to a point that is 360 feet Easterly of the County road right of way;

Thence North 0°56'01" East 90 feet to a point that bears South 89°03'59" East from the True Point of Beginning;

Thence North 89°03'59" West 172.33 feet to the True Point of Beginning.

Situate in the County of Snohomish, State of Washington.

SCHEDULE B

GENERAL EXCEPTIONS

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

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

Granted to: Western Farmers Association et. al.
Purpose: Ingress, egress and utilities
Recording Date: August 22, 1962
Recording No.: 1554842 and 1554843 and 1554846 and 1554845
Affects: A 60 foot strip across said premises

3. Affidavit Regarding Boundary Line Adjustment and the terms and conditions thereof:

Recording Date: June 3, 1980
Recording No.: 8006030146

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

Granted to: Thomas L, King and Stacey King
Purpose: Ingress, egress and utilities
Recording Date: August 5, 1981
Recording No.: 8108050177
Affects: A 60 foot strip across said premises.

5. Restrictive Covenant for Alternative On Site Sewage System and the terms and conditions thereof:

Recording Date: September 22, 1981
Recording No.: 8109220214
Affects: Parcel B

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

Granted to: Snohomish County Public Utility District No 1
Purpose: Electric Distribution
Recording Date: December 1, 1981
Recording No.: 8112010068
Affects: A south portion of Parcel B

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

Granted to: Snohomish County Public Utility District No. 1
Purpose: Electric Distribution
Recording Date: December 7, 1983
Recording No.: 8312070172
Affects: A portion of Parcel A

SCHEDULE B
(continued)

8. Boundary Line Adjustment and the terms and conditions thereof:

Recording Date: September 22, 1981
Recording No.: 8109220220

9. Easement(s) for the purpose(s) shown below and rights incidental thereto, as contained in Boundary Line Adjustment:

Granted to: Howard Gillium
Purpose: Ingress, egress and utilities
Recording Date: September 22, 1981
Recording No.: 8109220220
Affects: A 60 foot strip across said premises

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

Granted to: James F.Luma and Marjorie E. Luma
Purpose: Ingress, egress and utilities
Recording Date: January 12, 1982
Recording No.: 8201120063
Affects: A 60 foot strip across said premises

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

Granted to: Snohomish County
Purpose: Utilities, ingress and egress
Recording Date: January 10, 2003
Recording No.: 200301100513
Affects: Unable to locate as legal has scriveners error.

Note: An instrument was recorded under Auditors Number 200410040255 which purported to correct said instrument.

12. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Sunset Boulevard:

Recording No: 200211135005

13. Recovery contract No. 333 and the terms and conditions thereof:

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

SCHEDULE B
(continued)

14. City of Marysville Recovery Contract no. 251 and the terms and conditions thereof:

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

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

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

16. City of Marysville Recovery Contract No. 252 and the terms and conditions thereof:

Recording Date: May 5, 2003
Recording No.: 200305050302

17. 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