

ALTA COMMITMENT FOR TITLE INSURANCE

Issued By agent:



CHICAGO TITLE
COMPANY OF WASHINGTON

Commitment Number:

500133707
Amendment 1

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

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

Chicago Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

Kristy Jeglum
Authorized Officer or Agent

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Transaction Identification Data for reference only:

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT (TITLE ONLY):
Title Officer: Residential Unit Chicago Title Company of Washington 3002 Colby Ave., Suite 200 Everett, WA 98201 Phone: (425)259-8214 Fax: (866)827-8844 Main Phone: (425)259-8214 Email: snotitle@ctt.com	Escrow Officer: Prisca Bungiranto Guardian Escrow 9706 4th Ave. NE, Suite 204 Seattle, WA 98115 Main Phone: (206)526-0530 Main Fax: (206)528-0410 Email: Prisca@guardianescrow.net Escrow No.: 245451631

Order Number: 500133707

SCHEDULE A

1. Commitment Date: March 2, 2023 at 08:00 AM

2. Policy to be issued:

(a) ALTA Owner's Policy 2006

Proposed Insured: Horizon View Holdings, Inc and/or assigns
 Proposed Policy Amount: \$1,500,000.00
 Premium: \$ 2,619.00
 Tax: \$ 259.28
 Rate: Standard
 Discount(s): Residential
 Total: \$ 2,878.28

(b) ALTA Loan Policy 2006

Proposed Insured: Lender with contractual obligations under a loan agreement with the vested owner identified at Item 4 below or a purchaser
 Proposed Policy Amount: \$10,500.00
 Premium: \$ 350.00
 Tax: \$ 34.65
 Rate: Extended
 Discount(s): Residential Purchase Loan
 Total: \$ 384.65

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

FEE SIMPLE

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

Sonjia Ingrid Paulson, as a separate estate

5. The Land is described as follows:

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

END OF SCHEDULE A

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EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 290502-001-004-00

NEW PARCEL 2, SNOHOMISH COUNTY BOUNDARY LINE ADJUSTMENT NO. 98-110218 RECORDED UNDER RECORDING NO. 9811170420, RECORDS OF SNOHOMISH COUNTY, WASHINGTON; BEING A PORTION OF GOVERNMENT LOT 2, SECTION 2, TOWNSHIP 29 NORTH, RANGE 5 EAST W.M. AND ALSO A PORTION OF TRACT B, SUNNYSIDE FIVE ACRE TRACTS ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7 OF PLATS, PAGE 19, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

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**SCHEDULE B, PART I
REQUIREMENTS**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Additional requirements and/or exceptions may be added as details of the transaction are disclosed to, or become known by the Company.
6. If the Seller or Borrower intends to sign documents required to insure the transaction utilizing a remote online notary, please notify the Company immediately as additional underwriting requirements will need to be satisfied.
7. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
8. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

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**SCHEDULE B, PART I
REQUIREMENTS**

(continued)

9. Payment of the real estate excise tax, if required.

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

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

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

Local portion: 0.50% on the entire sales price.

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

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

Any conveyance document must be accompanied by the official Washington State Excise Tax Affidavit, which can be found online at <https://dor.wa.gov/get-form-or-publication/forms-subject/real-estate-excise-tax>. The applicable excise tax must be paid and the affidavit approved at the time of the recording of the conveyance documents. (NOTE: Real Estate Excise Tax Affidavits must be printed as legal size forms).

10. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: Horizon View Holdings, Inc.

- a) A Copy of the corporation By-laws and Articles of Incorporation
- b) An original or certified copy of a resolution authorizing the transaction contemplated herein
- c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent
- d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

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

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**SCHEDULE B, PART I
REQUIREMENTS**

(continued)

11. **TO PROVIDE THE EXTENDED COVERAGE POLICY AND/OR ALTA HOMEOWNER'S POLICY IDENTIFIED IN SCHEDULE A, GENERAL EXCEPTIONS A THROUGH D WILL BE CONSIDERED WHEN OUR INSPECTION AND/OR REVIEW OF SURVEY, IF REQUIRED, IS COMPLETED. A SUPPLEMENTAL COMMITMENT WILL FOLLOW.**

If there have been recent improvements on the property within 90 days prior to closing we will require a signed indemnity agreement and a recent financial statement from each indemnitor.

If construction financing is to be insured, please contact the title officer for requirements.

The Company reserves the right to add additional exceptions or make further requirements after review of the property inspection and requested documentation.

Additional requirements and/or exceptions may be added as details of the transaction are disclosed to, or become known by the Company.

12. In the event that the Land is occupied or intended to be occupied by the owner and a spouse or registered domestic partner as a homestead, the conveyance or encumbrance of the Land must be executed and acknowledged by both spouses or both registered domestic partners, pursuant to RCW 6.13 which now provides for an automatic homestead on such Land.

END OF REQUIREMENTS**NOTES**

The following matters will not be listed as Special Exceptions in Schedule B of the policy. There will be no coverage for loss arising by reason of the matters listed below because these matters are either excepted or excluded from coverage or are not matters covered under the insuring provisions of the policy.

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

Note B: The application for title insurance was placed by reference to only a street address or tax identification number. The proposed Insured must confirm that the legal description in this report covers the parcel(s) of Land requested to be insured. If the legal description is incorrect, the proposed Insured must notify the Company and/or the settlement company in order to prevent errors and to be certain that the legal description for the intended parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.

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**SCHEDULE B, PART I
REQUIREMENTS**

(continued)

Note C: Note: FOR INFORMATIONAL PURPOSES ONLY:

The following may be used as an abbreviated legal description on the documents to be recorded, per Amended RCW 65.04.045. Said abbreviated legal description is not a substitute for a complete legal description within the body of the document:

PCL 2, SC BLA NO. 98-110218, REC 9811170420, BEING PTN GOVT LT 2, SEC 2-29N-5E & PTN TR B, SUNNYSIDE FIVE ACRE TRS, VOL 7, PG 19, SNOHOMISH COUNTY, WA

Tax Account No.: 290502-001-004-00

Note D: Note: The Public Records indicate that the address of the improvement located on said Land is as follows:

7808 44th St NE
Marysville, WA 98270

Note E: Note: There are NO conveyances affecting said Land recorded within 36 months of the date of this report.

Note F: Note: The Company finds no matters against the name(s) of Horizon View Holdings, Inc. in the Public Records which would appear as exceptions in the policy.

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

END OF NOTES**END OF SCHEDULE B, PART I**

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**SCHEDULE B, PART II
EXCEPTIONS**

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

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

GENERAL EXCEPTIONS:

- A. Rights or claims of parties in possession, or claiming possession, not shown in 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 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.

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

G. Unpatented mining claims, and all rights relating thereto.

H. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.

I. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.

J. Water rights, claims or title to water.

K. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records, or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.

SPECIAL EXCEPTIONS:

1. Waiver of any claims for damages to said Land by reason of the location, construction, landscaping or maintenance of the street or highway adjoining said Land, as contained in the deed to

County/City/State: Snohomish
Recording No.: 529798
Name of Street or Highway: 44th St NE

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

Recording No: 8911295004

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

3. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on the Boundary Line Adjustment No. 98-110218:

Recording No: 9811170420

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

Recording No: 9812295004

5. Terms and conditions of city of marysville recovery contract number 233:

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

6. Terms and conditions of city of marysville recovery contract number 251

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

7. Terms and conditions of city of marysville recovery contract number 253

Recording Date: April 26, 2003
Recording No.: 200304240268

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**SCHEDULE B, PART II
EXCEPTIONS**

(continued)

- 8. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2023
 Tax Account No.: 290502-001-004-00
 Levy Code: 00513
 Assessed Value-Land: \$494,100.00
 Assessed Value-Improvements: \$65,800.00

General and Special Taxes:

Billed: \$4,679.39
 Paid: \$2,339.69
 Unpaid: \$2,339.70

- 9. City, county or local improvement district assessments, if any.
- 10. Any question, claim or dispute over any boundary question between the boundary of that parcel under Snohomish County Assessor Tax No. 5907-000-322-01 and said premises due to using acreage area as part of description.

END OF SCHEDULE B, PART II

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COMMITMENT CONDITIONS**1. DEFINITIONS**

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

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

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

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

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

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

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

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(continued)

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

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

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

8. PRO-FORMA POLICY

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

END OF CONDITIONS

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REAL ESTATE SALES TAX

AMOUNT PAID 42.50

THIS SPACE RESERVED FOR RECORDER'S USE.

RECEIPT NO. 111731

contract

NOV 19 1963

Pl 11-5-57

VERNE SIEVERS, Snohomish County Treasurer
BY Cliff G. Jensen Deputy

430 2-29-5 LT. 2 (NINE)

Filed for Record at Request of

Mary Deagel

Name Smith, First National Bank

Address 401 1st Ave 1004

City and State Everett Washington

~~1364 (B)~~



1656822

Statutory Warranty Deed

Form 467-W-1-REV

CARL W. MALTSBERGER, WAYNE O. MALTSBERGER, HAROLD J. THE GRANTOR S, MALTSBERGER, MARILYN HELGESON, aka MARILYNN HELGESON, MARILYN ANDREWS and JOHN A. MALTSBERGER, aka JOHN F. MALTSBERGER,

for and in consideration of TEN DOLLARS (\$10.00) and other valuable consideration in hand paid, conveys and warrants to O. H. BUSEY, a married man, and RUBY BUSEY, a single woman, the following described real estate, situated in the County of Snohomish, State of Washington:

The East 660 feet of Government Lot 2, Section 2, Township 29 NORTH, RANGE 5 EWM. EXCEPT the South 660 feet thereof; EXCEPT THE North 20 feet thereof conveyed to Snohomish County for road;

Tract "B" Sunny Side Five Acre Tracts, according to the plat thereof recorded in Volume 7 of Plats, Page 19, records of the Auditor of the County of Snohomish, State of Washington, EXCEPT the South 1 acre thereof.

1656822



This deed is given in fulfillment of that certain real estate contract between the parties hereto, dated Oct. 25, 19 57, and conditioned for the conveyance of the above described property, and the covenants of warranty herein contained shall not apply to any title, interest or encumbrance arising by, through or under the purchaser in said contract, and shall not apply to any taxes, assessments or other charges levied, assessed or becoming due subsequent to the date of said contract.

Real Estate Sales Tax was paid on this sale on 11/5/57, Rec. No.

Dated this 26 day of October, 19 63.

Carl W. Maltberger (SEAL) Marilyn Helgeson (SEAL)

Wayne O. Maltberger (SEAL) Marilyn Andrews (SEAL)

Harold J. Maltberger (SEAL) John A. Maltberger (SEAL)

STATE OF WASHINGTON,

County of KING

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

GIVEN under my hand and official seal this 26th day of October, 19 63.

John E. Osborne
Notary Public in and for the State of Washington,
residing at Seattle.

NOV 19 1963

INDIVIDUAL ACKNOWLEDGMENT

STATE OF California
COUNTY OF Los Angeles } ss.

On this 31 day of October, 19 63, before me, Raymond A Baldauf

Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared John F Maltzberger

whose name is subscribed to the within instrument, and duly acknowledged to me that he executed the same.

WITNESS my hand and official seal.

Raymond A Baldauf
Notary Public
State of California - Principal Office in the State Capital
My Commission Expires Feb. 18, 1966
1510 East Seventh St., Long Beach 13, Calif.

STATE OF California
County of Orange } ss.

ON October 31, 19 63, before me,
the undersigned, a Notary Public in and for said State, personally appeared
Marilyn Helgeson

known to me,
to be the person whose name is subscribed to the within
Instrument, and acknowledged to me that she executed the same.

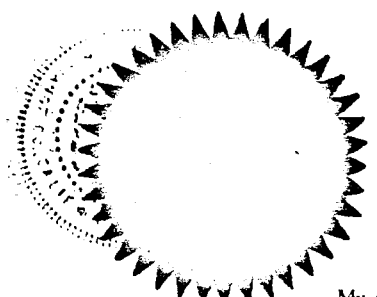
WITNESS my hand and official seal.

DOROTHY H. PIERCE

My Commission expires July 23, 1969

NAME (TYPED OR PRINTED)
Notary Public in and for California State.

NOV 19 1963



STATE OF CALIFORNIA)
COUNTY OF) SS

On this _____ day of October, 1963, before me the undersigned notary public in and for said county and state, personally appeared JOHN A. MALTSBERGER, aka JOHN F. MALTSBERGER, and MARILYN HELGESON, aka MARILYNN HELGESON, to me known to be the individuals described in and who executed the within instrument, and acknowledged that they signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS MY HAND AND OFFICIAL seal the day and year last above written.

1656822

RECORDED
PAGE OF
REQ. OF
LAND TITLE CO
1963 NOV 19 PM 5 35
STANLEY G. BOGUE, AUDITOR
SNOHOMISH COUNTY, WASH.
DEPUTY

Notary Public in and for the State of California, residing at Garder Grove.

STATE OF CALIFORNIA)
COUNTY OF Los Angeles) SS

On this 5 day of NOVEMBER ~~October~~, 1963, before me the undersigned, notary public in and for said county and state, personally appeared WAYNE O. MALTSBERGER to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed the same freely and voluntarily, for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year last above written.

Thomas F. Gunther
Notary Public in and for the State of California, residing at Downey.

THOMAS F. GUNTHER My Commission Expires August 1, 1966

STATE OF WASHINGTON)
COUNTY OF SNOHOMISH) SS

On this 28th day of October, 1963, before me the undersigned, notary public in and for said county and state, personally appeared MARILYN ANDREWS to me known to be the individual described in and who executed the within instrument, and acknowledged that she signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year last above written.

Howard H. Hight
Notary Public in and for the State of Washington, residing at MONROE

NOV 19 1963

834 PAGE 654

2-27-59
1364

694

508

(lot 2 (nw 1/4))

QUIT-CLAIM DEED

Vol 694 - 508

1364004

Statutory Form

THE GRANTOR RUBY BUSEY, an unmarried woman,
of Seattle in the County of King and State of
Washington, for the consideration of a Life Estate and other good and
valuable consideration Dollars
in hand paid, convey and quit-claim to O. H. BUSEY and THELMA D. BUSEY,
his wife,
of the County of King in the State of Washington all
interest in the following described Real Estate

- (a) The East 660 feet of Government Lot Two (2), Section Two (2),
Township twenty-nine (29) North; Range Five (5) East, W.M.,
Except the South 660 feet thereof;
Except the north 20 feet thereof conveyed to Snohomish county
for road.
- (b) Tract "B", Sunny Side Five Acre Tracts, Snohomish County,
Washington, according to the plat thereof recorded in
Volume 7 of Plats, page 19, records of said county,
EXCEPT the South 1 acre thereof.

It is the intent of the Grantor to reserve to herself a life estate
in possession of the above described property, and acceptance and
recordance of this instrument by the Grantee shall constitute an
irrevocable life estate in myself.

NO SALES TAX
REQUIRED

OCT 14 1959

70 A.S.

attuated in the County of Snohomish County, State of Washington

Dated this 23d day of September, 1959

Filed for Record OCT 14 1959 11 18 AM - P&R
Request O.H. Busey
D. E. Neubecker, Snohomish County Auditor

Ruby Busey

STATE OF WASHINGTON.

County of King } as INDIVIDUAL ACKNOWLEDGEMENT.
I Thor P. Ulvestad Notary Public in and for the State of
Washington, residing at Seattle do hereby certify that on this 23d day of
September 1959 personally appeared before me RUBY BUSEY and

O. H. BUSEY
to me known to be the individual described in and who executed the within instrument and acknowledged that
she signed and sealed the same as her free and voluntary act and deed for the uses and
purposes herein mentioned.

Given under my hand and official seal this 23d day of September 1959
Thor P. Ulvestad

Notary Public in and for the State of Washington, residing at Seattle.

WASHINGTON
TITLE INSURANCE
COMPANY

REAL ESTATE CONTRACT

1259330

ROY - 5 1957

THIS AGREEMENT, made and entered into this 25th day of October, 1957

between WALTER H. MALTSEERGER and EVALEE M. MALTSEERGER, his wife,

hereinafter called the "seller," and O. H. BUSEY, a married man, and RUBY BUSEY, unmarried,

hereinafter called the "purchaser,"

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase of the seller the following described real estate, with the appurtenances, situate in the County of SNOHOMISH State of Washington, to-wit:

- (a) East 500 feet of Government Lot Two (2), Section Two (2), Township twenty-nine (29) North, Range Five (5) East, W. M., EXCEPT the South 500 feet thereof; EXCEPT the north 20 feet thereof conveyed to Snohomish county for road.
- (b) Tract "B", Sunny Side Five Acre Tracts, Snohomish County, Washington, according to the plat thereof recorded in volume 7 of Plats, page 19, records of said county. EXCEPT the South 1 acre thereof.

The terms and conditions of this contract are as follows: The purchase price is FOUR THOUSAND TWO HUNDRED FIFTY (\$ 4,250.00) Dollars, of which ONE THOUSAND (\$ 1,000.00) Dollars has been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: Fifty-two and 50/100 (\$ 52.50) Dollars or more on or before the 1st day of December, 1957, and Fifty-two and 50/100 (\$ 52.50) Dollars, or more, on or before the 1st day of each and every month thereafter until the entire purchase price, including interest on the unpaid portion thereof at the rate of SIX per cent per annum, has been fully paid. The monthly payment herein provided shall include both principal and interest, said monthly payment to be applied first to accrued interest and the balance applied to principal. Interest to begin on the 4th day of November, 1957.

Said purchase price to include the following personal property: 1 cow, hay, cut-up stove wood, two stoves and refrigerator on the premises.

When balance of purchase price equals balance of prior contracts, mortgages or other outstanding encumbrances on the property herein, said purchaser shall be entitled to a deed, subject to said encumbrances, provided purchaser has fulfilled all other commitments required of him by this contract.

The purchaser is entitled to take possession of said premises on date of closing unless otherwise determined by the parties.

The purchaser agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said premises.

The purchaser assumes all hazards of damage to or destruction of any improvements now on said land or hereafter to be placed thereon, and of the taking of said premises or any part thereof for public use.

The purchaser agrees, until full payment of the said purchase price, to keep all buildings on said described premises insured to the full insurable value thereof against loss or damage by fire in some company acceptable to the seller and for the seller's benefit as interest may appear and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

In case the purchaser shall fail to make any payment hereinbefore provided by the purchaser to be made, the seller may make such payment and any amount so paid by the seller, together with interest thereon from date of payment until repaid at the rate of ten (10) per cent per annum, shall be repayable by the purchaser on demand all without prejudice to any other right the seller might have by reason of such default.

The purchaser agrees that full inspection of said described premises has been made and that neither the seller nor assignor shall be held to any covenant respecting the condition of any improvements on said premises nor to any agreement for alterations, improvements or repairs, unless the covenant or agreement relied on be in writing and attached to and made a part of this contract.

The purchaser shall have the right to make delinquent payments due by the seller or others on prior contracts, mortgages or encumbrances which are liens on this property, and by such payment have credit allowed purchaser on this contract as of date of payment.

The seller has procured or agrees, within sixty days from date hereof, to procure from Washington Title Insurance Company a purchaser's policy of title insurance, insuring the purchaser to the full amount of the said purchase price against loss or damage by reason of defect in the title of the seller to the said described premises or by reason of prior liens not assumed by the purchaser under this agreement.

The seller agrees, on full payment of said purchase price in manner hereinbefore specified, to make, execute, and deliver to the purchaser a good and sufficient warranty deed of said described premises, subject to the provisions herein provided for.

Time is of the essence of this contract. In case the purchaser shall fail to make any payment of the said purchase price promptly at the time the same shall fall due as hereinbefore specified, or promptly to perform any covenant or agreement aforesaid, the seller may elect to declare forfeiture and cancellation of this contract and upon such election being made all rights of the purchaser hereunder shall cease and determine and any payments theretofore made hereunder by the purchaser shall be retained by the seller in liquidation of all damages sustained by reason of such failure. Service of all demands, notices or other papers with respect to such declaration of forfeiture and cancellation may be made by registered mail at the following address, to-wit:

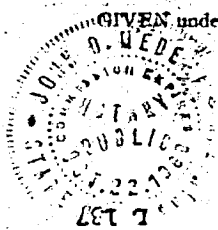
or at such other address as the purchaser, will indicate in writing to the seller. Or the seller may elect to bring action, or actions, on any intermediate overdue installment, or on any payment, or payments, made by the seller and repayable by the purchaser, it being stipulated that the covenant to pay intermediate installments or to pay items repayable by the purchaser, are independent of the covenant to make a deed that every such action is an action arising on contract for the recovery of money only, as if the promise to pay had been expressed in a different instrument, and that no such action shall constitute an election not to proceed otherwise as to any subsequent default, and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate the day and year first herein written.

O. A. Bussey (SEAL) Walter H. Maltzberger (SEAL)
Ruby Bussey (SEAL) Evalee M. Maltzberger (SEAL)

STATE OF WASHINGTON,
County of SNOHOMISH

On this day personally appeared before me Walter H. Maltzberger and Evalee M. Maltzberger husband and wife, to me known to be the individual s described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.



GIVEN under my hand and official seal this 4th day of NOVEMBER, 1937

John D. Madson
Notary Public in and for the State of Washington,
residing at Everett.

1259380

Real Estate Contract

FROM

518M
64 B

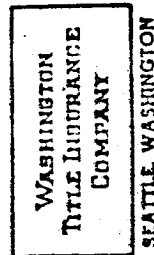
Needs

YOU TO

PLEASE TO

WASHINGTON TITLE INSURANCE CO.

633 461

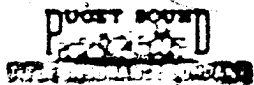


Mail to O. N. Bussey, 15045 7th Ave N.E., Shallice, Wash.

Send Tax Statement to

1307-11
2-29-5-
Maine
Ptn Lot 2

Statutory Warranty Deed



X

670 34

670 44

Mail to
Send Tax Statement to

1.25

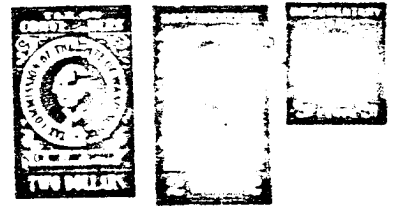
1332661 Statutory Warranty Deed

THE GRANTORS Roy Wicklund and Marybelle Wicklund, his wife,
for and in consideration of Ten Dollars, (\$10.00), and other valuable considerations,
in hand paid, conveys and warrants to Walter H. Maltzberger
the following described real estate, situated in the County of Snohomish, State of Washington:

Tract "B" of Sunnyaida Five Acre Tracts, Less the South 1 acre thereof and the East 660 feet of Government Lot 2, Section 2, Township 29, Range 5, E2M, less the South 660 feet thereof and less roads.

This Deed is executed pursuant to, and in fulfillment of a Land Contract dated Sept. 14, 1953.

The 1% State Sales Tax was paid Sept. 15, 1953, Receipt # 64299.



REAL ESTATE SALES TAX
AMOUNT PAID 27.30
RECEIPT NO 64299

APR 17 1959
APR 5th 9-15-53
by [Signature]

Dated this 16th day of April, 1959

[Signature: Roy Wicklund] (SEAL)
[Signature: Marybelle Wicklund] (SEAL)

STATE OF WASHINGTON,
County of Snohomish

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

GIVEN under my hand and official seal this 17th day of April, 1959

[Signature: Walter H. Maltzberger]
Notary Public in and for the State of Washington,
residing at Alderwood Manor

9811170420



9811170420
11/17/98 13:26
p.0006 Recorded
Snohomish County

Return Address:

Snohomish County
Planning & Development Services
3000 Rockefeller, 5th Floor, M/S #604
Everett, WA 98201

AFFIDAVIT OF BOUNDARY LINE ADJUSTMENT

UNDERCHAPTER29SCC)
STATEOFWASHINGTON)
COUNTYOFSNOHOMISH)

RECEIVED
OCT 14 1998
PLANNING & DEVELOPMENT
SERV. - ADMIN/OPERATIONS
DATE STAMP

Received by JA
FILE NO **98 110218**
SEC 2 TWP 29N RNG 5E
Sunnyside 5
Related Subdivision Acre Tracts
Zoning ~~R-20000~~ R-9600

Name of **Conveyor(s)**: Thelma Busey/Linda McPherron, P.O.A.

Address: 829 SW Lake Roesiger Snohomish WA 98290
City State Zip
Telephone: (W) 360 568-3062 Property Tax Account Number:
(H) 360 568-9691 022905-1-004-0004

Name of **Receiver(s)**: SAME

Address: _____ City State Zip
Telephone: (W) _____ Property Tax Account Number:
(H) _____ 5907-000-322-0202

Contact Person (if different than owners): J.R. ANDES and ASSOCIATES

Address: 1523 Tenth Street Marysville WA 98270
City State Zip
Telephone: (W) 360 659-6639 Method of Sewage Disposal:
(H) _____ On-Site Septic

(NOT AN INSTRUMENT TO CONVEY NOR OF CONVEYANCE)

1. **Current Ownership.** The undersigned are the respective owners of the following legally described parcels of property lying adjacent to each other (use additional pages if required):

a. Parcel No. 1 (Conveyor): _____
SEE ATTACHED EXHIBIT A

constituting approximately _____ acres or _____ square feet.

b. Parcel No. 2 (Receiver): _____
SEE ATTACHED EXHIBIT A

constituting approximately _____ acres or _____ square feet.

DO NOT WRITE OR MARK OUTSIDE THE LINES Rev 08/25/97

2. **Proposed Conveyance.** The undersigned are considering the transfer of ownership of the following portion of the above described conveyer's ownership to the receiver:

ONE OWNERSHIP - NONE REQUIRED

constituting approximately _____ acres or _____ square feet.

(For additional conveyances, attach separate sheet.)

3. **Boundary Line Adjustment.** It is the intent of the undersigned that the proposed conveyance would constitute a boundary line adjustment. Accordingly, it is represented and understood by the undersigned that:

a. The proposed conveyance would not detrimentally affect access to the preceding parcels;

b. No new lot would be created by the proposed conveyance, but rather the conveyed property together with the receiver's existing ownership, described on the preceding page would constitute a single lot and be described as follows:

SEE ATTACHED EXHIBIT A

constituting approximately _____ acres or _____ square feet.

c. The conveyer's ownership after the proposed conveyance would not be reduced in size below the minimum required square footage nor would it violate other Zoning Code requirements. The conveyer's ownership would now be described as follows:

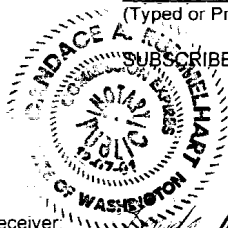
SEE ATTACHED EXHIBIT A

constituting approximately _____ acres or _____ square feet.

4. **Signatures.** The signatures below include the signatures of owners of all interests in the property pursuant to 29.12.010, SCC.

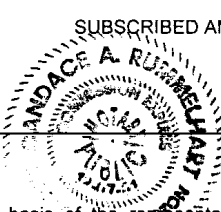
(NOT AN INSTRUMENT TO CONVEY NOR OF CONVEYANCE)

Conveyor: Linda McPherson DOA Thelma Busey 10-8-98
 Signature Date
Linda McPherson DOA Thelma Busey
 (Typed or Printed)



SUBSCRIBED AND SWORN to me this 8th day of October, 1998
Candace A. Rummelhart
 Notary Public in and for the State of Washington,
 residing at Lake Stevens

Receiver: Linda McPherson DOA Thelma Busey 10-8-98
 Signature Date
Linda McPherson DOA Thelma Busey
 (Typed or Printed)



SUBSCRIBED AND SWORN to me this 8th day of October, 1998
Candace A. Rummelhart
 Notary Public in and for the State of Washington,
 residing at Lake Stevens

DETERMINATION

On the basis of the representations hereby submitted, I conclude that the proposed Boundary Line Adjustment is approved under the provisions of Chapter 29, Snohomish County Code.

Susan Scanlan 11/13/98
 Name Date

DO NOT WRITE OR MARK OUTSIDE THE LINES Rev 08/25/97

9811170420

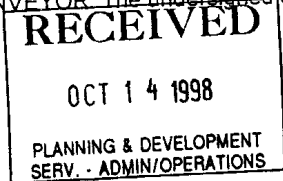
DUPLEX DISCLOSURE FORM

98 110218

Addendum A
to

AFFIDAVIT OF BOUNDARY LINE ADJUSTMENT

1. CONVEYOR: The undersigned owner certifies that a duplex (check one box):



may, if code allows.

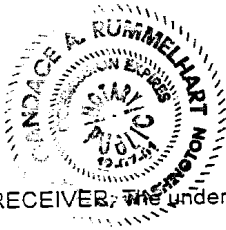
may not

be constructed on Parcel No. 1. I further am aware and understand the provisions of Section 29.20.030, Snohomish County Code, regarding the failure to disclose at this time an intention to develop duplexes.

Conveyor: Linda McPherson P/OA Thelma Bosey 10-8-98
Signature Date

Linda McPherson P/OA Thelma Bosey
(Name Typed or Printed)

SUBSCRIBED AND SWORN to me this 8th day of October, 1998



Candace A. Rummelhart
Notary Public in and for the State of
Washington residing at Lake Stevens

2. RECEIVER: The undersigned owner certifies that a duplex (check one box):

may, if code allows.

may not

be constructed on Parcel No. 2. I further am aware and understand the provisions of Section 29.20.030, Snohomish County Code, regarding the failure to disclose at this time an intention to develop duplexes.

Receiver: Linda McPherson P/OA Thelma Bosey 10-8-98
Signature Date

Linda McPherson P/OA Thelma Bosey
(Name Typed or Printed)

SUBSCRIBED AND SWORN to me this 8th day of October, 1998



Candace A. Rummelhart
Notary Public in and for the State of
Washington residing at Lake Stevens

DO NOT WRITE OR MARK OUTSIDE THE LINES

Rev 08/2597

9811170420

BOUNDARY LINE ADJUSTMENT
FOR
THELMA BUSEY/LINDA MCPHERRON, P.O.A.

PROJECT INFORMATION

TAX ACCOUNT NUMBERS: PARCEL 1 022905-1-004-0004.
PARCEL 2 5907-000-322-0202.

AREAS: ORIGINAL PARCEL 1: 360,975 +/- s.f.; 8.29 +/- ac.
ORIGINAL PARCEL 2: 57,486 +/- s.f.; 1.32 +/- ac.

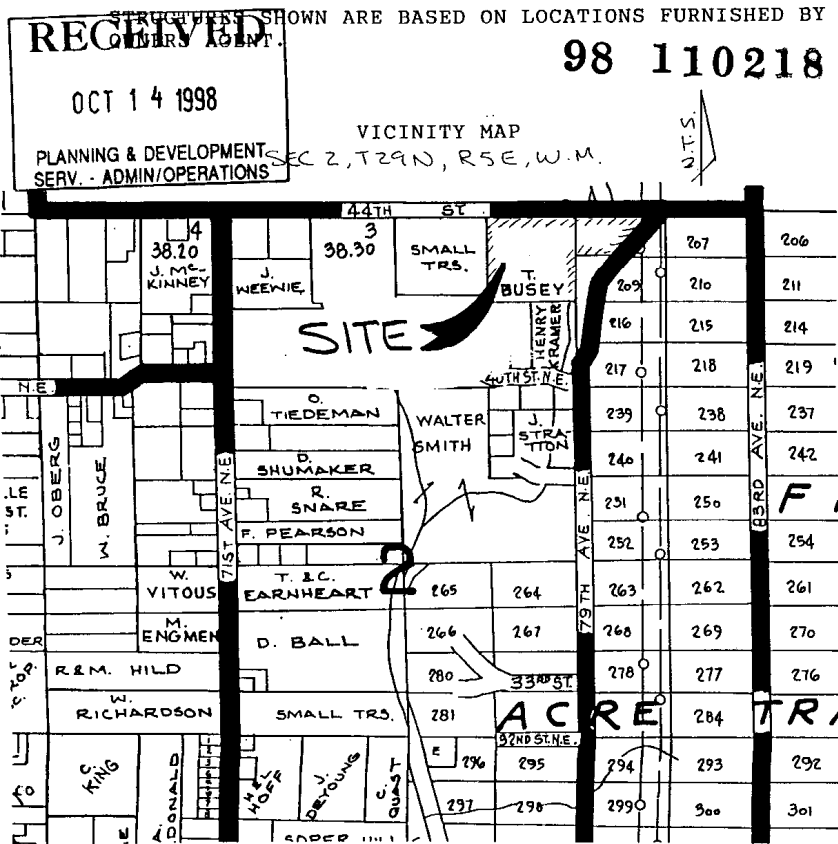
NEW PARCEL 1: 30,008 +/- s.f.; 0.69 +/- ac.
NEW PARCEL 2: 388,453 +/- s.f.; 8.92 +/- ac.

REFERENCES: SURVEY RECORDED IN VOLUME 30 OF SURVEYS ON PAGE
200, UNDER AUDITOR'S FILE NUMBER 8911295004.

NOTES: AREAS AND DISTANCES SHOWN ARE APPROXIMATE.

THIS BOUNDARY LINE ADJUSTMENT WAS DONE WITHOUT THE
BENEFIT OF A TITLE REPORT.

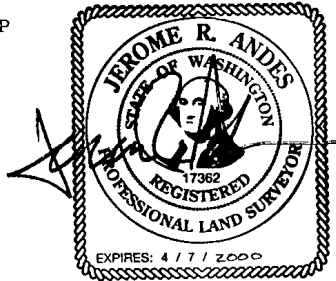
THIS BOUNDARY LINE ADJUSTMENT DOES NOT PURPORT TO BE A
SURVEY. HOWEVER, IT IS BASED ON THE SURVEY REFERENCED
ABOVE.



9811170420

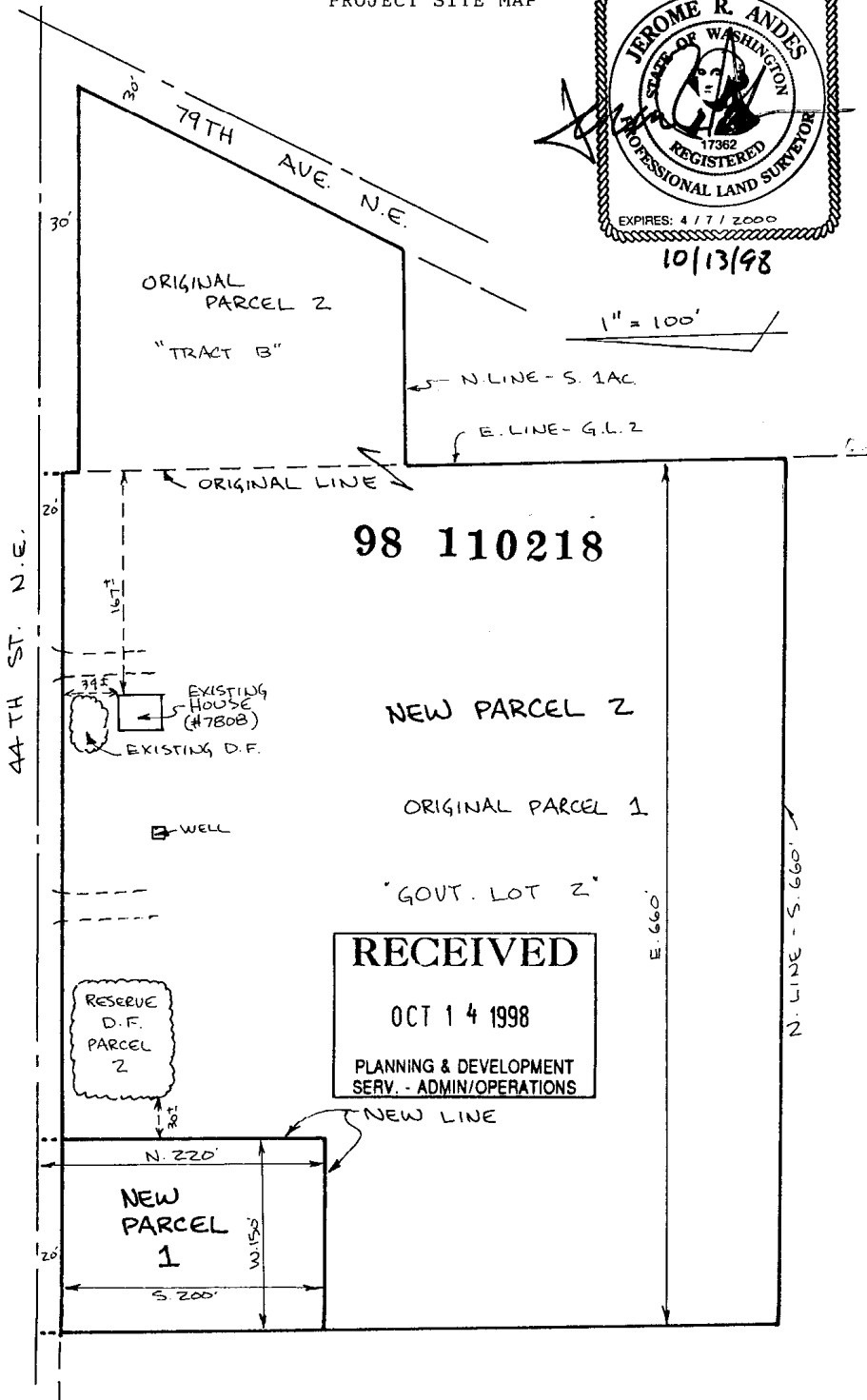
BOUNDARY LINE ADJUSTMENT
FOR
THELMA BUSEY/LINDA MCPHERRON, P.O.A.

PROJECT SITE MAP



10/13/98

1" = 100'



9811170420

BOUNDARY LINE ADJUSTMENT
FOR
THELMA BUSEY/LINDA McPHERRON, P.O.A.

EXHIBIT A

ORIGINAL PARCEL 1

The East 660 feet of Government Lot 2, Section 2, Township 29 North, Range 5 East, W.M.;
EXCEPT the South 660 feet thereof;
ALSO EXCEPT the North 20 feet thereof conveyed to Snohomish County for road.

ORIGINAL PARCEL 2

TRACT B, SUNNYSIDE FIVE ACRE TRACTS, according to the plat thereof recorded in Volume 7 of Plats, page 19, records of Snohomish County, State of Washington;
EXCEPT the South 1 acre thereof.

98 110218

NEW PARCEL 1

The West 150.00 feet of the East 660.00 feet of the South 200.00 feet of the North 220.00 feet, as measured perpendicular to and parallel with their respective lines, of Government Lot 2, Section 2, Township 29 North, Range 5 East, W.M.;

NEW PARCEL 2

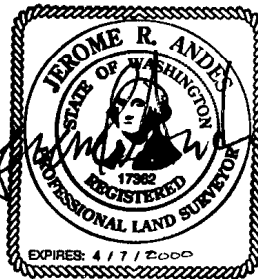
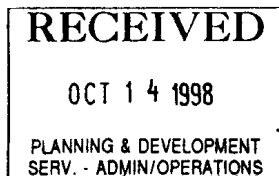
TRACT B, SUNNYSIDE FIVE ACRE TRACTS, according to the plat thereof recorded in Volume 7 of Plats, page 19, records of Snohomish County;
EXCEPT the South 1 acre thereof;

TOGETHER with the East 660.00 feet, as measured perpendicular to and parallel with the east line, of Government Lot 2, Section 2, Township 29 North, Range 5 East, W.M.;

EXCEPT the South 660.00 feet, as measured perpendicular to and parallel with the south line, of said Government Lot 2;

ALSO EXCEPT the West 150.00 feet of the East 660.00 feet of the North 220.00 feet, as measured perpendicular to and parallel with their respective lines, of said Government Lot 2;

ALSO EXCEPT the most northerly 20.00 feet, as measured perpendicular to and parallel with the north line, of said Government Lot 2 for County Road.



9811170420

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

SUNNY SIDE FIVE ACRE TRACTS

C. M. Anderson Engineering Co.
 Seattle

SNOKOMISH COUNTY WASHINGTON

Scale 1" = 80.0ft

For RESTRICTIVE COVENANTS see
 Volume 1300 of Official Records, pages 629-633
 HENRY B. WHALEN, County Auditor

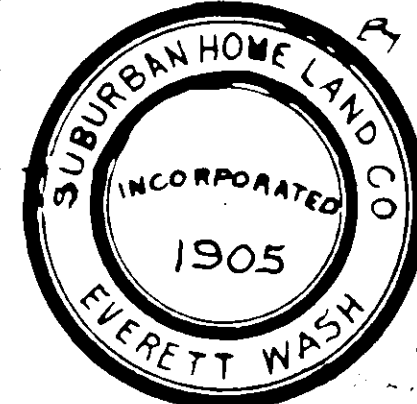
DESCRIPTION By M. WENER

This plat of Sunny Side Five Acre Tracts embraces the E 1/2 of Sec 35 and all of Sec 36 Twp 30 N R 5 E. Also lots 1, 2, 3 and 4, and the S 1/2 of NW 1/4 and the SW 1/4 of Sec 1, and Lot 1 and SE 1/4 and SE 1/4 of NE 1/4 of Sec 2 of Twp 29 N R 5 E Snokomish County, Washington. The dimensions of Tracts and roads are shown upon the face of the plat in feet. The tract dimensions and areas include to the centers of the adjacent roads. Each corner of each tract is marked by a numbered post. Stone monuments are set at points marked thus o

DEDICATION

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

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



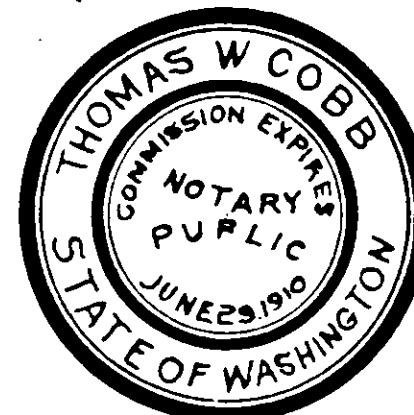
RESTRICTIVE COVENANTS see
 Volume 1300 of Official Records, page 629-633
 STANLEY C. BURQUE, County Auditor
 By HENRY B. WHALEN, Deputy

ACKNOWLEDGMENT

State of Washington } ss.
 County of Snohomish }
 For Covenant # 133 see
 Volume 1334 of Official Records, page 1231
 DEAN V. WILLIAMS, County Auditor

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

Thomas W. Cobb
 Notary Public in and for the State of Washington, residing at Everett.



For Covenants restrictions see
 Volume 1300 of Official Records, page 629-633
 DEAN V. WILLIAMS, County Auditor

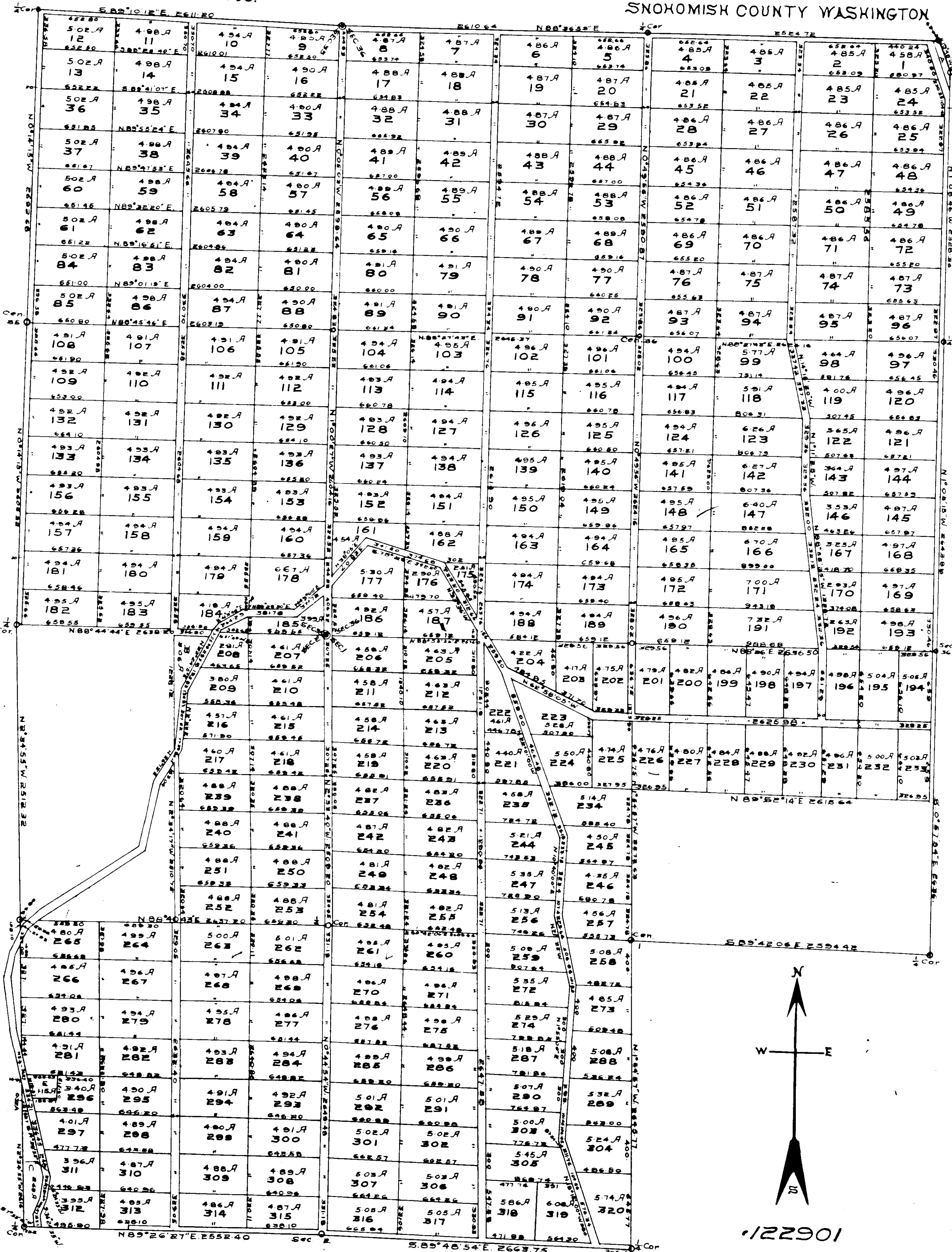
Approved this 3rd day of Sept. A.D. 1907
 Elmer Lenfest
 County Engineer.

Approved this 3rd day of Sept. A.D. 1907

A. H. B. Jordan

Chairman Board of County Comm.

For a list of that certain plat, see page 629-633 of the South by Lot 185 and 184, including from 185 to 184, west of the track, of Sec 35, thereon will be set a plat of said plat, to a point 30 ft north



I, W. R. Booth, Treasurer of Snohomish County, State of Washington, do hereby certify that all taxes, as shown by the tax rolls of said county, have been fully paid up to and including taxes for the year 1907, on the following described property, to wit;
 Lots 1, 2, 3-4, the S 1/2 of NW 1/4, all the SW 1/4 of Sec 1, Lot 1, the SE 1/4 of NE 1/4 and all the SE 1/4 of Sec 2, all in Twp 29, N Range 5 East, W.M. All the E 1/2 of Sec 35, and all of Sec 36, in Twp 30, N Range 5 East, W.M.

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

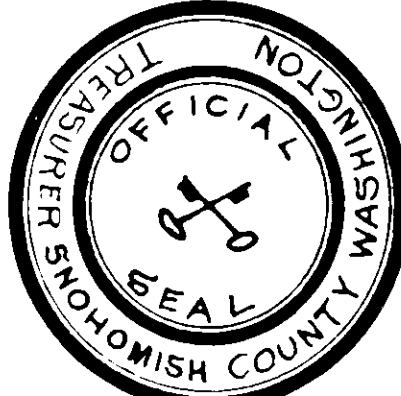
Filed for record at request
 of Snohomish Co. Abstract Co. on
 Sept. 3, 1907, at 45 minutes past 12
 o'clock P.M.

County Auditor.

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

W. R. Booth, Co. Treas.

By C. L. Lawry, Deputy



7/19
 619

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

SUNNY SIDE FIVE ACRE TRACTS

C.M. Anderson Engineering Co.
 Seattle

SNOKOMISH COUNTY WASHINGTON

Scale 1" = 800ft.

For RESTRICTIVE COVENANTS see
 Volume 1300 of Official Records, pages 62 & 63
 HENRY B. WHALEN, County Auditor

DESCRIPTION By M. NENER

This plat of Sunny Side Five Acre Tracts embraces the E½ of Sec. 35 and all of Sec. 36 Twp. 30 N. R. 5 E. Also lots 12, 23 and 4, and the S½ of NW¼ and the SW¼ Sec. 1, and Lot 1 and SE¼ and S½ of NE¼ of Sec. 2 of Twp. 29 N. R. 5 E. Snokomish County, Washington. The dimensions of Tracts and roads are shown upon the face of the plat in feet. The tract dimensions and areas include to the centers of the adjacent roads. Each corner of each tract is marked by a numbered post. Stone monuments are set at points marked thus o

DEDICATION

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

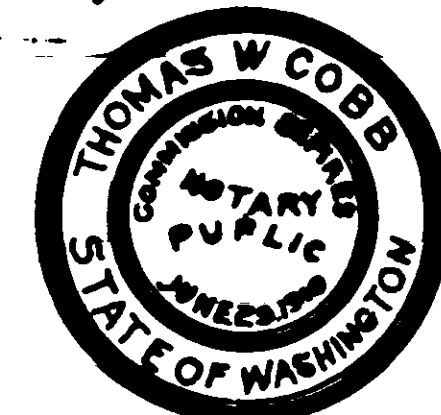
Signed and sealed in the presence of:
 Thomas W. Cobb
 Suburban Home Land Company
 William Hoferhorn, its President.
 E. M. Metzger, its Secretary.



RESTRICTIVE COVENANTS
 Volume 1300 of Official Records, page 66
 STANLEY DUBUQUE, County Auditor
 By: ANTON H. NEMEC, Deputy

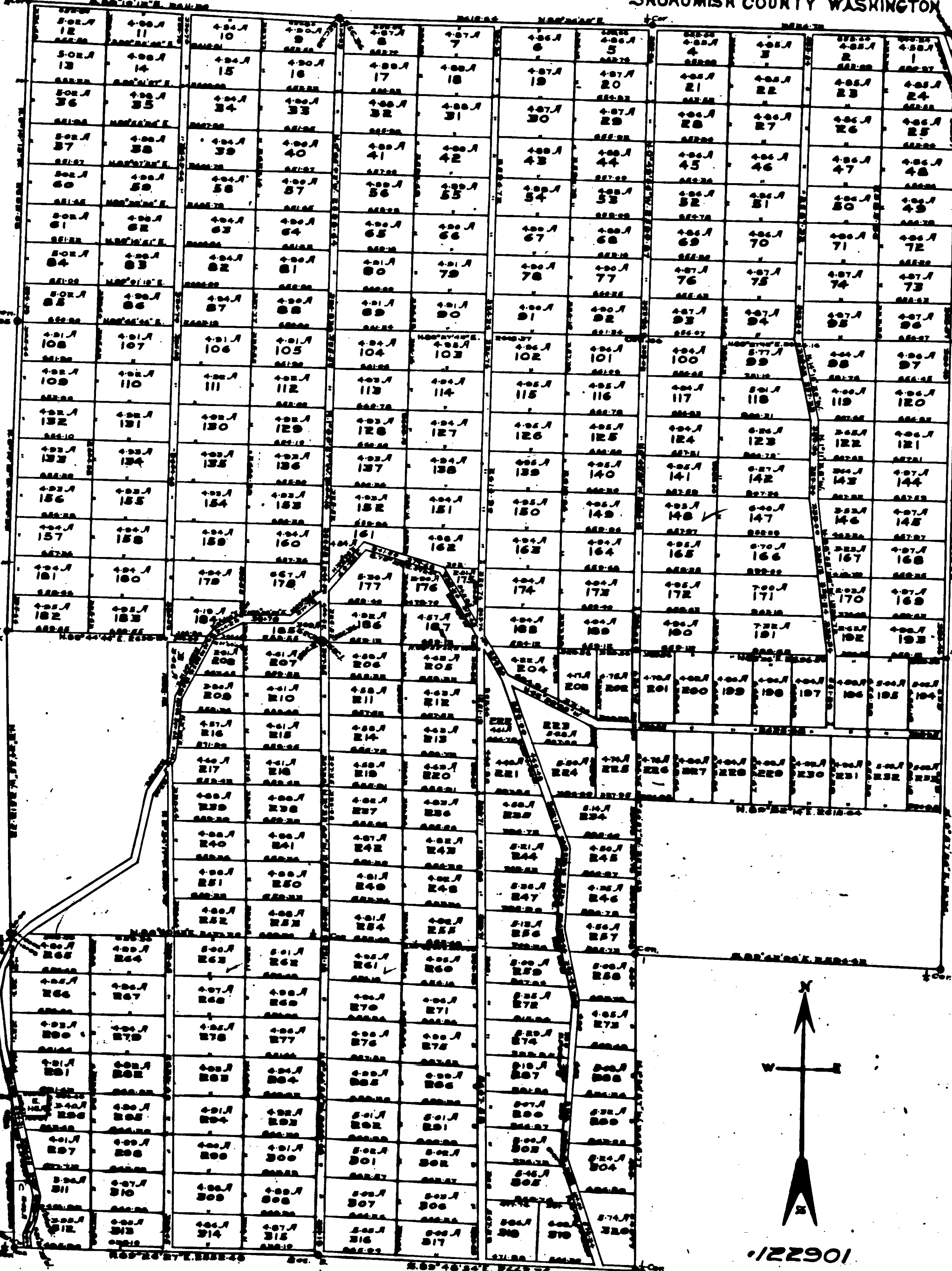
ACKNOWLEDGMENT

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



Thomas W. Cobb
 Notary Public in and for the State of Washington
 Residing at Everett.
 For Covenants Restrictions & Acknowledgments
 Volume 1300 of Official Records, page 66
 DEAN V. WILLIAMS, County Auditor By U

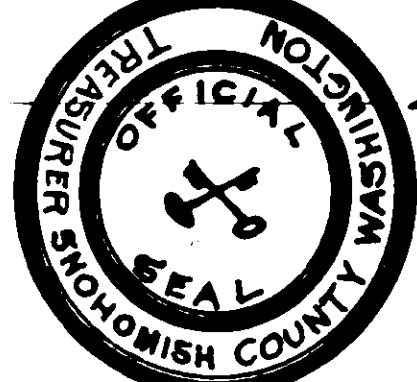
Approved this 25th day of Sept. A.D. 1907
 Elmer Lenfest
 County Engineer.
 Approved this 25th day of Sept. A.D. 1907
 A. H. B. Jordan,
 Chairman Board of County Comm.



I, W.R. Booth, Treasurer of Snokomish County, State of Washington, do hereby certify that all taxes, as shown by the tax rolls of said county, have been fully paid up to and including taxes for the year 1907, on the following described property, to wit:
 Lots 12-24, the S½ of NW¼, all the SW¼ of Sec. 1, Lot 1, the SE¼ of NE¼ and all the SE¼ of Sec. 2, all in Twp. 29 N. Range 5 East, W.M. All the E½ of Sec. 35, and all of Sec. 36, in Twp. 30 N. Range 5 East, W.M.

Office of County Auditor,
 County of Snokomish,
 State of Washington.
 Filed for record at request of Snokomish Co. Abstract Co. on Sept. 3, 1907, at 45 minutes past 12 o'clock P.M.
 J. H. F. [Signature]
 County Auditor.

Dated at Everett, Wash., this 20th day of August, 1907
 W.R. Booth, Co. Treas.
 By C.L. Lowry, Deputy.



By C.L. Lowry, Deputy.
 said NW is bounded on the north by tract 101 in the south by tract 177 on the west by road known as 3rd Ave NE and on the NE side by the south line of tract 401. DEEDED TO STANLEY DUBUQUE & Leta Fisher

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

719

C I Pilquist and Emelia
Pilquist hw.

529798 ✓
QCD
5-22-33.
6-5-33 8:21 am
\$1

Co of Sno St of Wn;

c r & qc
Rec vol 264D 456

and also of ben - to them - their - -

The N 20 ft of Govt Lot 2 of Sec 2 Twp 29 nr 5
ewm contg 0.61 acres;

sitd in SCW. Sd gtors do - -

C.I. Pilquist

Emelia Pilquist

SW CK: Ack 5-22-33 by C.I. Pilquist and Emelia Pilquist h&w
bef Thron P Bugge N.P. St/Wn res at Stle. (S) (Ex 7-30-35)

George Samac and Amanda Samac hw

529799 ✓
QCD
5-1-33.
6-5-33 8:21 am
\$1
c r & qc
Rec vol 264D 456.

Co of Sno St of Wn;

and also of ben - to them - - their real ppty - -

The West 20 ft of the S $\frac{1}{2}$ of the N $\frac{1}{2}$ of
the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ Sec 18 Twp 27 nr 4 ewm contg 0.15 acres

sitd in SCW. Sd gtors do - -

George Samac
Amanda Samac

SWCK: Ack 5-1-33 by George Samac and Amanda Samac hw
bef Sam A. Wright N.P. St/Wn res at Stle (S) (Ex 5-11-36)

10685

5

8

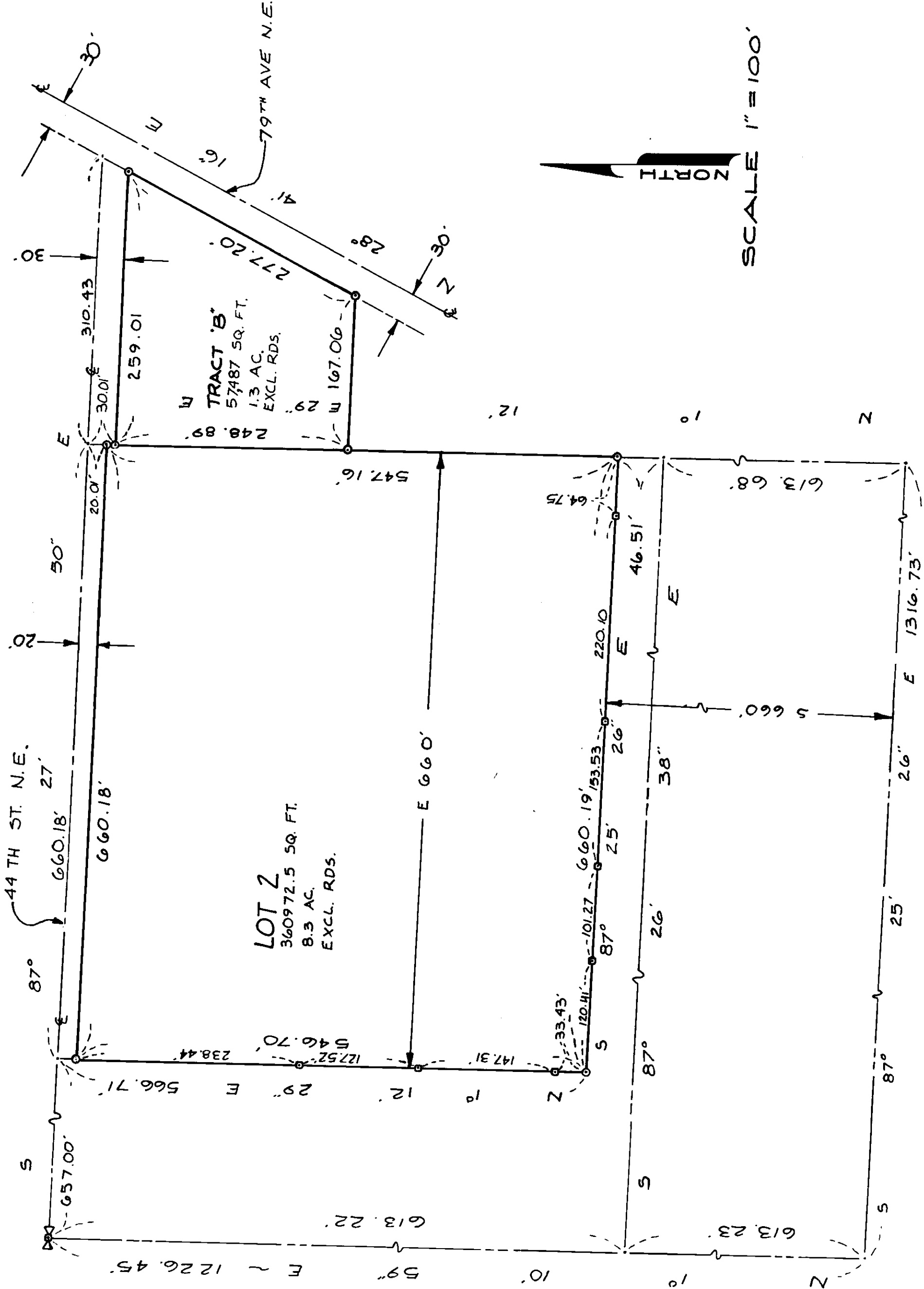
LEGAL DESCRIPTION

THE E. 660' OF GOVT LOT 2, SEC. 2, TWN. 29 N., R. 5 E. W.M., EXCEPT THE S. 660' THEREOF; EXCEPT THE N. 20' THEREOF CONVEYED TO SNOHOMISH COUNTY, FOR ROAD;

TRACT 'B' SUNNYSIDE FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF REC. IN VOL. 7 OF PLATS, PAGE 19, RECORDS OF THE AUDITOR OF THE COUNTY OF SNOHOMISH, STATE OF WA. EXCEPT THE S. 1 ACRE THEREOF.

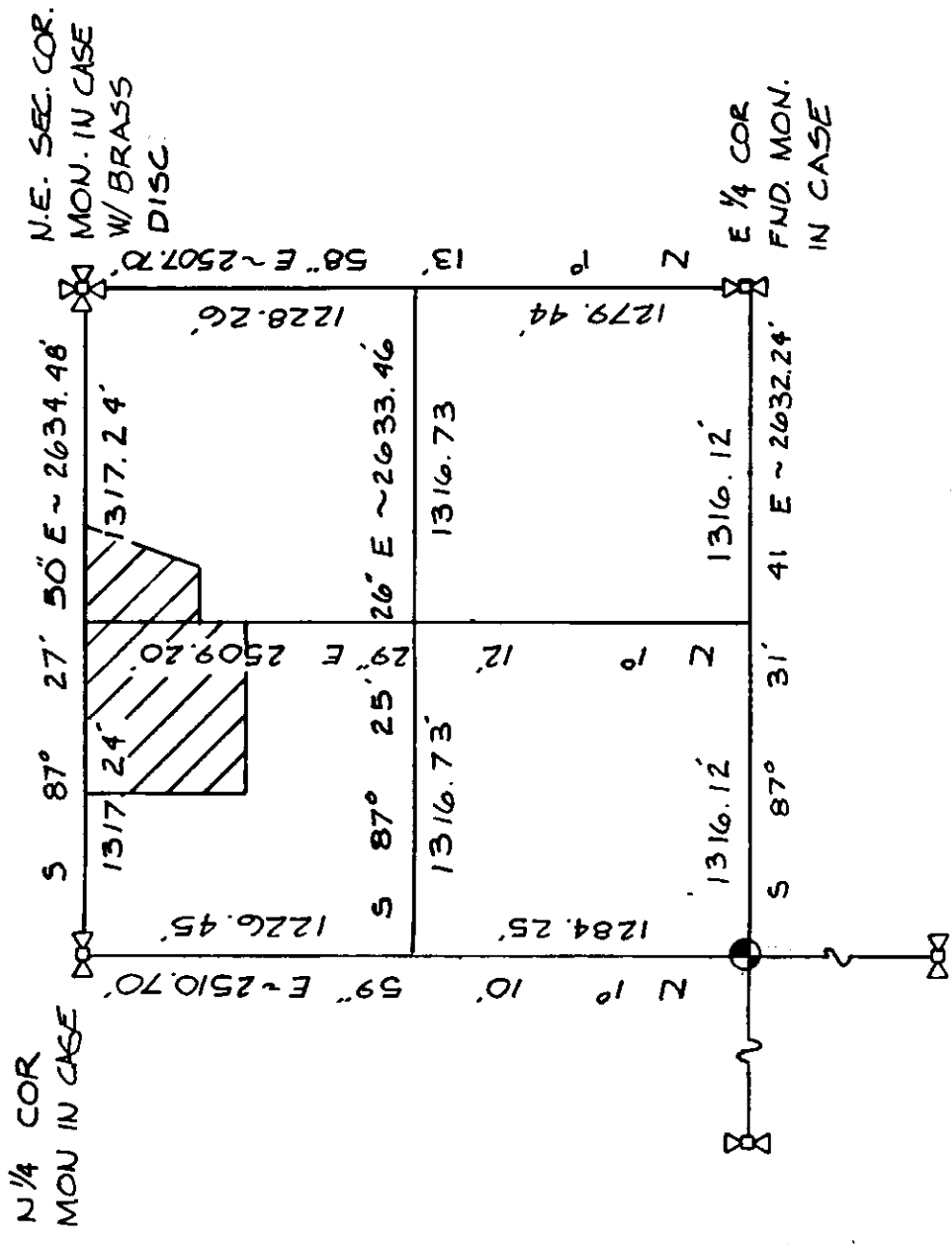
LEGEND

○ ~ DENOTES REBAR & CAP SET THIS SURVEY.
 ~ THIS SURVEY DOES NOT PURPORT TO SHOW ALL EASEMENTS OF RECORD OR OTHERWISE.



SUBDIVISION MAP

N.T.S.

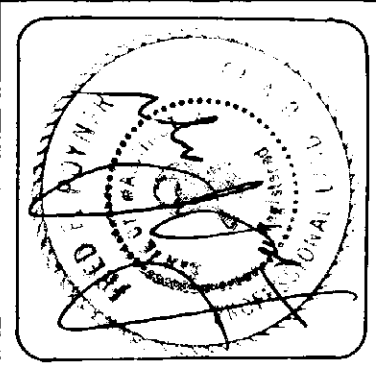


AUDITORS FILE NO. 8911295004
 12.00.00 SF
 26.00 SF

Survey for PORT N SEC. 2, TWN. 29 N., R. 5 E., W. M.;

DAVE MCPHERRON

Survey by ARLINGTON & MARYSVILLE
Cascade Surveying & Engineering, Inc.



RECORDING CERTIFICATE

FILED FOR RECORD BY CASCADE SURVEYING & ENG. THIS 19TH DAY OF MARCH 1989 A.D. AT 10 MINUTES PAST 9 O'CLOCK A.M. AND RECORDED IN VOLUME 30 OF SURVEYS ON PAGE 200 RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

DEAN V. Williams COUNTY AUDITOR
 Deputy Auditor

SURVEYORS CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT, AT THE REQUEST OF DAVE MCPHERRON THIS 18 DAY OF AUGUST 19 88

REGISTERED LAND SURVEYOR L.S. NO. 12716

SCALE: 1" = 100'

DRAWN BY: MB
 CHECKED BY:
 DATE: 8-18-88

JOB NUMBER 6910
 F.B. NO. 5N.239

M 1916

6910

9811170420



9811170420
11/17/98 13:26
p.0006 Recorded
Snohomish County

Return Address:

Snohomish County
Planning & Development Services
3000 Rockefeller, 5th Floor, M/S #604
Everett, WA 98201

AFFIDAVIT OF BOUNDARY LINE ADJUSTMENT

UNDERCHAPTER29SCC)
STATEOFWASHINGTON)
COUNTYOFSNOHOMISH)

RECEIVED
OCT 14 1998
PLANNING & DEVELOPMENT
SERV. - ADMIN/OPERATIONS
DATE STAMP

Received by JA
FILE NO **98 110218**
SEC 2 TWP 29N RNG 5E
Sunnyside 5
Related Subdivision Acre Tracts
Zoning ~~R-20000~~ R-9600

Name of **Conveyor(s)**: Thelma Busey/Linda McPherron, P.O.A.

Address: 829 SW Lake Roesiger Snohomish WA 98290
City State Zip
Telephone: (W) 360 568-3062 Property Tax Account Number:
(H) 360 568-9691 022905-1-004-0004

Name of **Receiver(s)**: SAME

Address: _____ City State Zip
Telephone: (W) _____ Property Tax Account Number:
(H) _____ 5907-000-322-0202

Contact Person (if different than owners): J.R. ANDES and ASSOCIATES

Address: 1523 Tenth Street Marysville WA 98270
City State Zip
Telephone: (W) 360 659-6639 Method of Sewage Disposal:
(H) _____ On-Site Septic

(NOT AN INSTRUMENT TO CONVEY NOR OF CONVEYANCE)

1. **Current Ownership.** The undersigned are the respective owners of the following legally described parcels of property lying adjacent to each other (use additional pages if required):

a. Parcel No. 1 (Conveyor): _____
SEE ATTACHED EXHIBIT A

constituting approximately _____ acres or _____ square feet.

b. Parcel No. 2 (Receiver): _____
SEE ATTACHED EXHIBIT A

constituting approximately _____ acres or _____ square feet.

DO NOT WRITE OR MARK OUTSIDE THE LINES Rev 08/25/97

2. **Proposed Conveyance.** The undersigned are considering the transfer of ownership of the following portion of the above described conveyer's ownership to the receiver:

ONE OWNERSHIP - NONE REQUIRED

constituting approximately _____ acres or _____ square feet.

(For additional conveyances, attach separate sheet.)

3. **Boundary Line Adjustment.** It is the intent of the undersigned that the proposed conveyance would constitute a boundary line adjustment. Accordingly, it is represented and understood by the undersigned that:

a. The proposed conveyance would not detrimentally affect access to the preceding parcels;

b. No new lot would be created by the proposed conveyance, but rather the conveyed property together with the receiver's existing ownership, described on the preceding page would constitute a single lot and be described as follows:

SEE ATTACHED EXHIBIT A

constituting approximately _____ acres or _____ square feet.

c. The conveyer's ownership after the proposed conveyance would not be reduced in size below the minimum required square footage nor would it violate other Zoning Code requirements. The conveyer's ownership would now be described as follows:

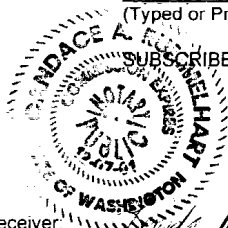
SEE ATTACHED EXHIBIT A

constituting approximately _____ acres or _____ square feet.

4. **Signatures.** The signatures below include the signatures of owners of all interests in the property pursuant to 29.12.010, SCC.

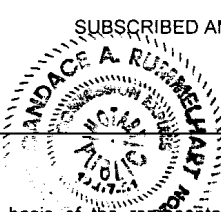
(NOT AN INSTRUMENT TO CONVEY NOR OF CONVEYANCE)

Conveyor: Linda McPherson DOA Thelma Busey 10-8-98
 Signature Date
Linda McPherson DOA Thelma Busey
 (Typed or Printed)



SUBSCRIBED AND SWORN to me this 8th day of October, 1998
Candace A. Rummelhart
 Notary Public in and for the State of Washington,
 residing at Lake Stevens

Receiver: Linda McPherson DOA Thelma Busey 10-8-98
 Signature Date
Linda McPherson DOA Thelma Busey
 (Typed or Printed)



SUBSCRIBED AND SWORN to me this 8th day of October, 1998
Candace A. Rummelhart
 Notary Public in and for the State of Washington,
 residing at Lake Stevens

DETERMINATION

On the basis of the representations hereby submitted, I conclude that the proposed Boundary Line Adjustment is approved under the provisions of Chapter 29, Snohomish County Code.

Susan Scanlan 11/13/98
 Name Date

DO NOT WRITE OR MARK OUTSIDE THE LINES Rev 08/25/97

9811170420

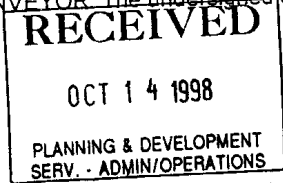
DUPLEX DISCLOSURE FORM

98 110218

Addendum A
to

AFFIDAVIT OF BOUNDARY LINE ADJUSTMENT

1. CONVEYOR: The undersigned owner certifies that a duplex (check one box):



may, if code allows.

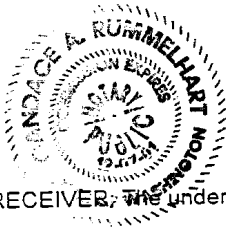
may not

be constructed on Parcel No. 1. I further am aware and understand the provisions of Section 29.20.030, Snohomish County Code, regarding the failure to disclose at this time an intention to develop duplexes.

Conveyor: Linda McPherson P/OA Thelma Bosey 10-8-98
Signature Date

Linda McPherson P/OA Thelma Bosey
(Name Typed or Printed)

SUBSCRIBED AND SWORN to me this 8th day of October, 1998



Candace A. Rummelhart
Notary Public in and for the State of
Washington residing at Lake Stevens

2. RECEIVER: The undersigned owner certifies that a duplex (check one box):

may, if code allows.

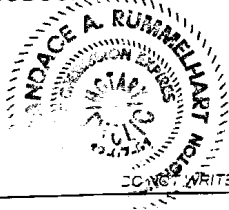
may not

be constructed on Parcel No. 2. I further am aware and understand the provisions of Section 29.20.030, Snohomish County Code, regarding the failure to disclose at this time an intention to develop duplexes.

Receiver: Linda McPherson P/OA Thelma Bosey 10-8-98
Signature Date

Linda McPherson P/OA Thelma Bosey
(Name Typed or Printed)

SUBSCRIBED AND SWORN to me this 8th day of October, 1998



Candace A. Rummelhart
Notary Public in and for the State of
Washington residing at Lake Stevens

DO NOT WRITE OR MARK OUTSIDE THE LINES

Rev 08/2597

9811170420

BOUNDARY LINE ADJUSTMENT
FOR
THELMA BUSEY/LINDA MCPHERRON, P.O.A.

PROJECT INFORMATION

TAX ACCOUNT NUMBERS: PARCEL 1 022905-1-004-0004.
PARCEL 2 5907-000-322-0202.

AREAS: ORIGINAL PARCEL 1: 360,975 +/- s.f.; 8.29 +/- ac.
ORIGINAL PARCEL 2: 57,486 +/- s.f.; 1.32 +/- ac.

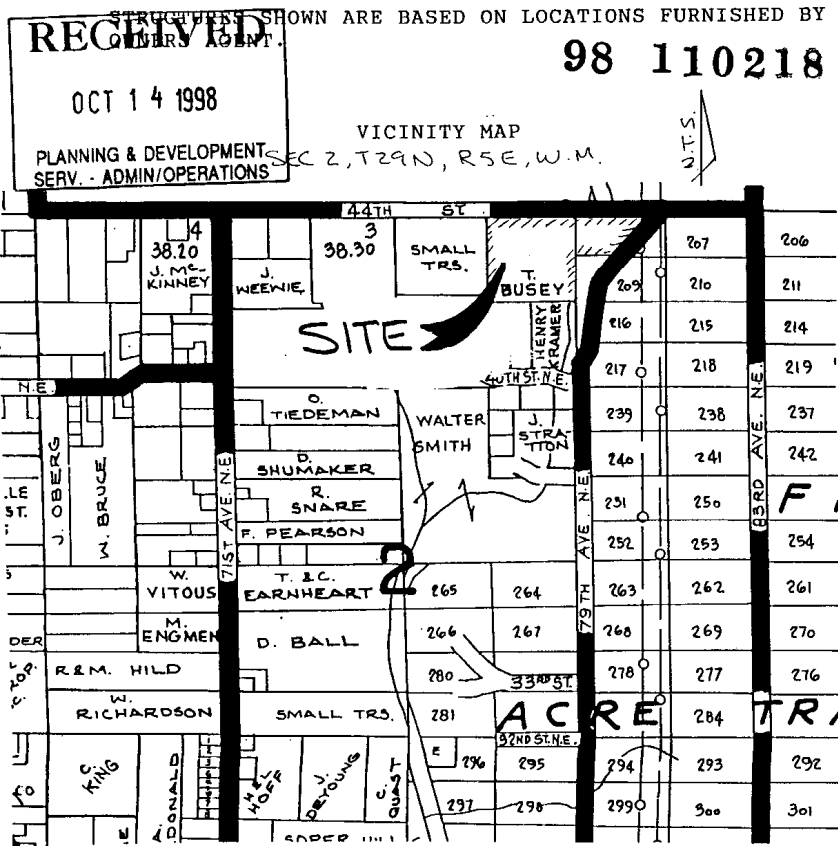
NEW PARCEL 1: 30,008 +/- s.f.; 0.69 +/- ac.
NEW PARCEL 2: 388,453 +/- s.f.; 8.92 +/- ac.

REFERENCES: SURVEY RECORDED IN VOLUME 30 OF SURVEYS ON PAGE
200, UNDER AUDITOR'S FILE NUMBER 8911295004.

NOTES: AREAS AND DISTANCES SHOWN ARE APPROXIMATE.

THIS BOUNDARY LINE ADJUSTMENT WAS DONE WITHOUT THE
BENEFIT OF A TITLE REPORT.

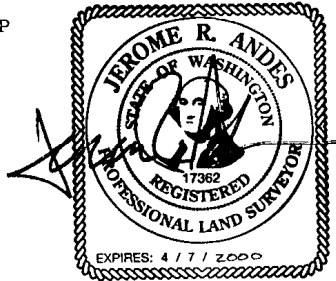
THIS BOUNDARY LINE ADJUSTMENT DOES NOT PURPORT TO BE A
SURVEY. HOWEVER, IT IS BASED ON THE SURVEY REFERENCED
ABOVE.



9811170420

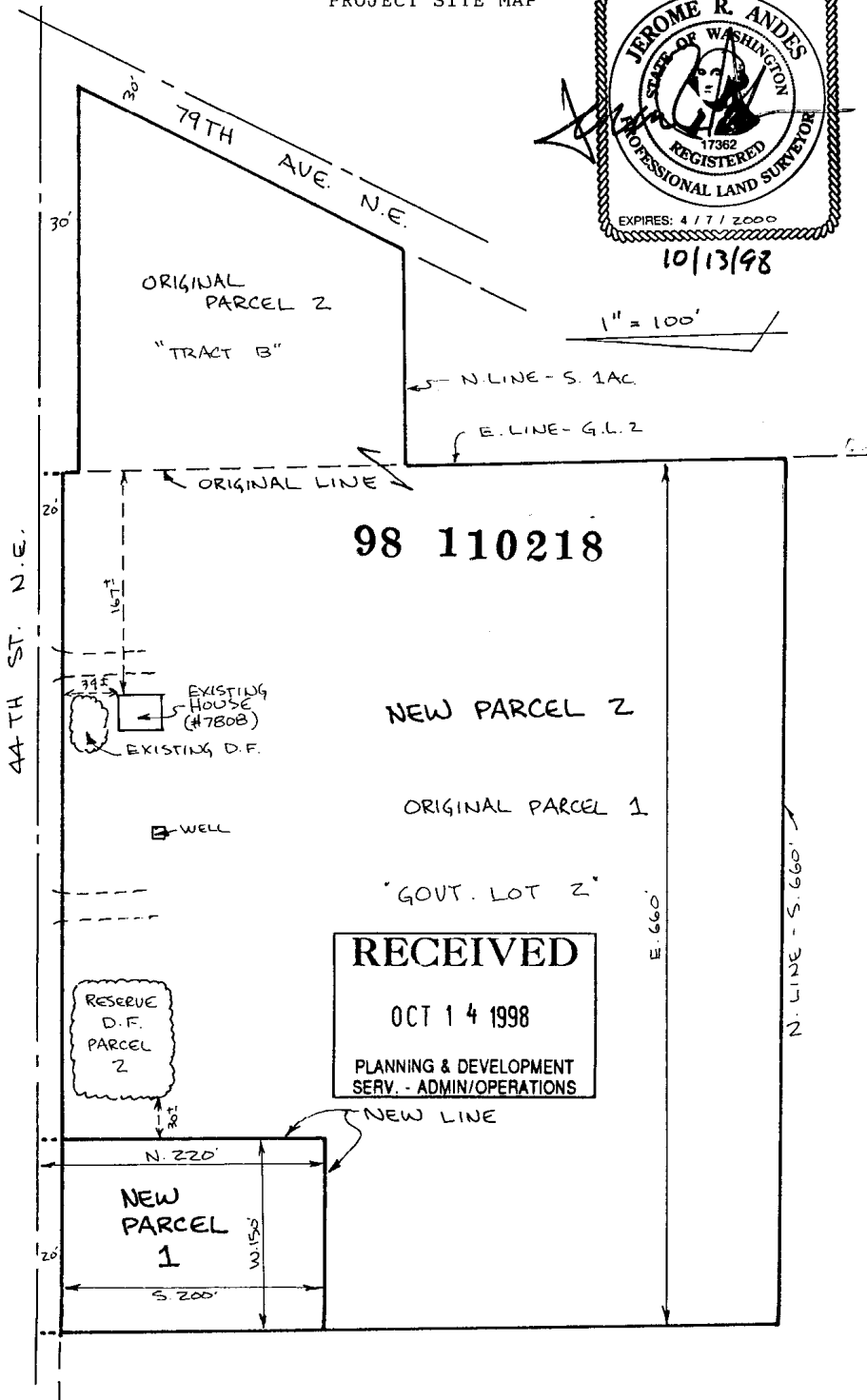
BOUNDARY LINE ADJUSTMENT
 FOR
 THELMA BUSEY/LINDA McPHERSON, P.O.A.

PROJECT SITE MAP



10/13/98

1" = 100'



9811170420

BOUNDARY LINE ADJUSTMENT
FOR
THELMA BUSEY/LINDA McPHERRON, P.O.A.

EXHIBIT A

ORIGINAL PARCEL 1

The East 660 feet of Government Lot 2, Section 2, Township 29 North, Range 5 East, W.M.;
EXCEPT the South 660 feet thereof;
ALSO EXCEPT the North 20 feet thereof conveyed to Snohomish County for road.

ORIGINAL PARCEL 2

TRACT B, SUNNYSIDE FIVE ACRE TRACTS, according to the plat thereof recorded in Volume 7 of Plats, page 19, records of Snohomish County, State of Washington;
EXCEPT the South 1 acre thereof.

98 110218

NEW PARCEL 1

The West 150.00 feet of the East 660.00 feet of the South 200.00 feet of the North 220.00 feet, as measured perpendicular to and parallel with their respective lines, of Government Lot 2, Section 2, Township 29 North, Range 5 East, W.M.;

NEW PARCEL 2

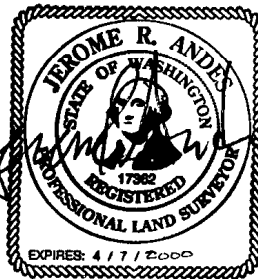
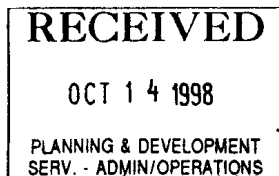
TRACT B, SUNNYSIDE FIVE ACRE TRACTS, according to the plat thereof recorded in Volume 7 of Plats, page 19, records of Snohomish County;
EXCEPT the South 1 acre thereof;

TOGETHER with the East 660.00 feet, as measured perpendicular to and parallel with the east line, of Government Lot 2, Section 2, Township 29 North, Range 5 East, W.M.;

EXCEPT the South 660.00 feet, as measured perpendicular to and parallel with the south line, of said Government Lot 2;

ALSO EXCEPT the West 150.00 feet of the East 660.00 feet of the North 220.00 feet, as measured perpendicular to and parallel with their respective lines, of said Government Lot 2;

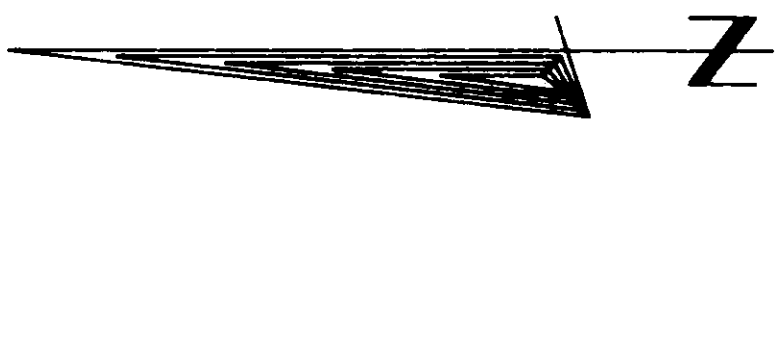
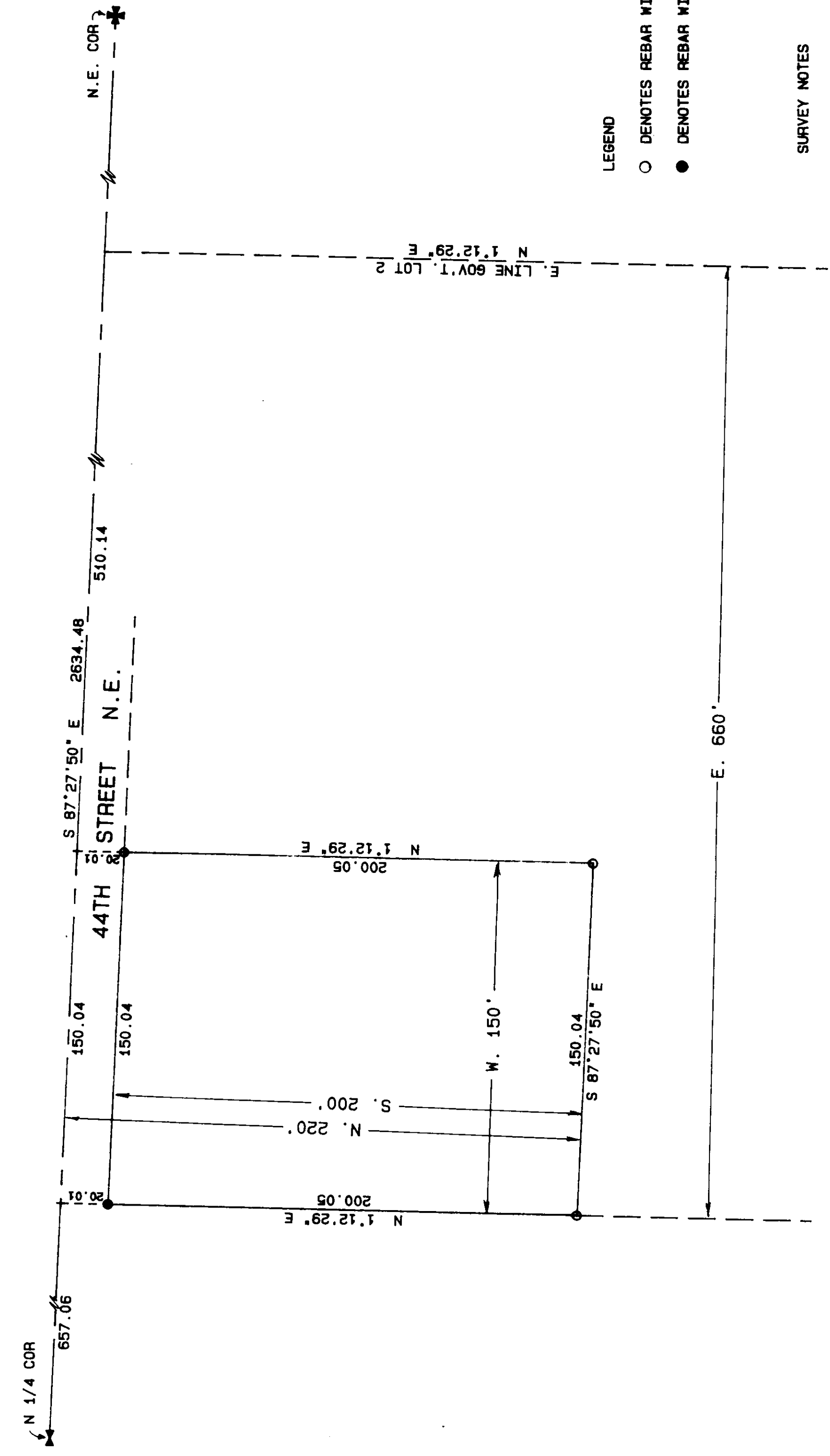
ALSO EXCEPT the most northerly 20.00 feet, as measured perpendicular to and parallel with the north line, of said Government Lot 2 for County Road.



9811170420

9812295004

SECTION 2, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M.
 SNOHOMISH COUNTY, WASHINGTON



LEGEND

- DENOTES REBAR WITH PLASTIC CAP MARKED 'ANDES 17362' SET.
- DENOTES REBAR WITH PLASTIC CAP MARKED 'LS 12716' FOUND.

SURVEY NOTES

- 1) EQUIPMENT USED: GEODIMETER 4000.
- 2) ALL PROCEDURES MEET OR EXCEED MAC 332-130-090.
- 3) THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE REPORT.
- 4) THIS SURVEY DOES NOT PURPORT TO SHOW ANY EASEMENTS OF RECORD OR OTHERWISE.
- 5) BASIS OF HORIZONTAL DATUM AND SUBDIVISION: RECORD OF SURVEY IN VOLUME 30 OF SURVEYS, PAGE 200.

LEGAL DESCRIPTION

THE WEST 150.00 FEET OF THE EAST 660.00 FEET OF THE SOUTH 200.00 FEET OF THE NORTH 220.00 FEET, AS MEASURED PERPENDICULAR TO AND PARALLEL WITH THEIR RESPECTIVE LINES, OF GOVERNMENT LOT 2, SECTION 2, TOWNSHIP 29 NORTH, RANGE 5, EAST, W.M.

ALSO KNOWN AS NEW LOT 1, SNOHOMISH COUNTY BOUNDARY LINE ADJUSTMENT 98-110218, RECORDED UNDER AUDITOR'S FILE NUMBER 9811170420.

MONUMENTS

N 1/4 CORNER: FOUND CONC. MON. WITH "X", DOWN 0.9 IN CASE. CASE IS 0.8 BELOW PAVEMENT. (12/98)
 NORTHEAST CORNER: FOUND 4"x 4" CONC. MON. WITH SMALL NAIL, 0.7 BELOW PAVEMENT. (12/98)

A.F. NO. 9812295004

28
26 3F

AUDITORS CERTIFICATE

FILED FOR RECORD THIS 29th DAY OF DECEMBER 1998
 AT 2:38 P. M. IN VOLUME OF SURVEYS AT PAGE AT
 THE REQUEST OF J. R. ANDES and ASSOCIATES.

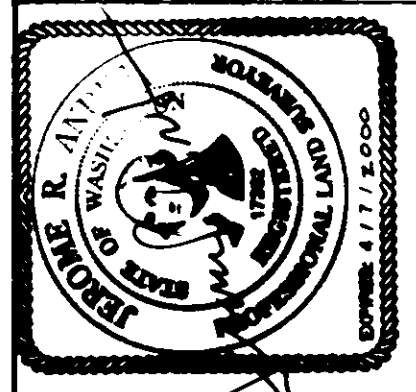
Bob Tennilliger
 COUNTY AUDITOR

George R. Andes
 P.L.S. 17362

12/28/98
 DATE

SURVEYORS CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF DAVE AND LINDA MCPHERRON.



RECORD OF SURVEY FOR:
 DAVE & LINDA MCPHERRON

J.R. ANDES and ASSOCIATES
 1523 TENTH STREET
 MARYSVILLE, WA 98270 360 659-6639

12/28/98

2905-02.01

9830
 (BUSEYBLA)

1 OF 1



* 00100300299# 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 _ 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

1

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

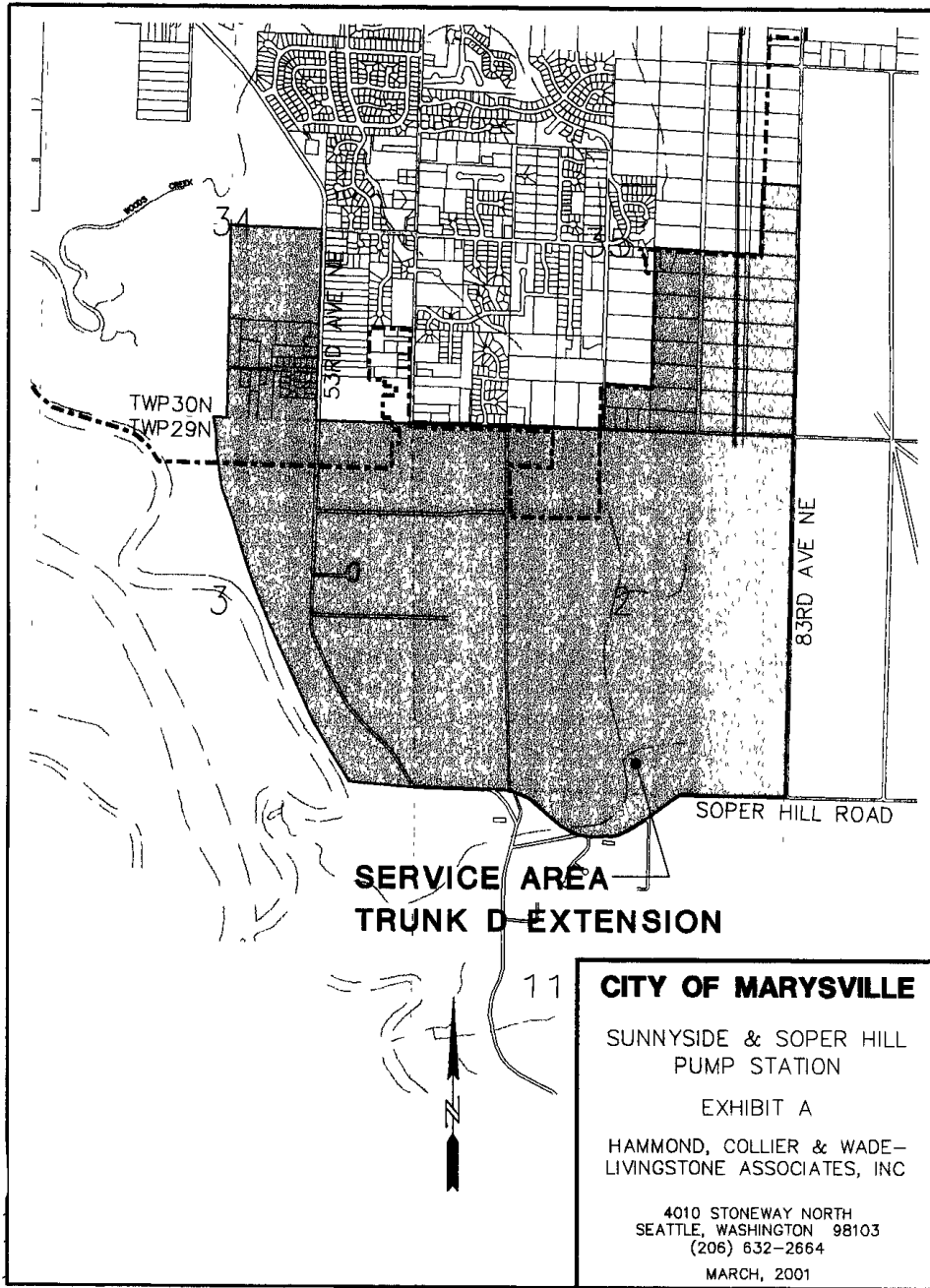
Perry Becker
City Clerk

David Warr
Mayor

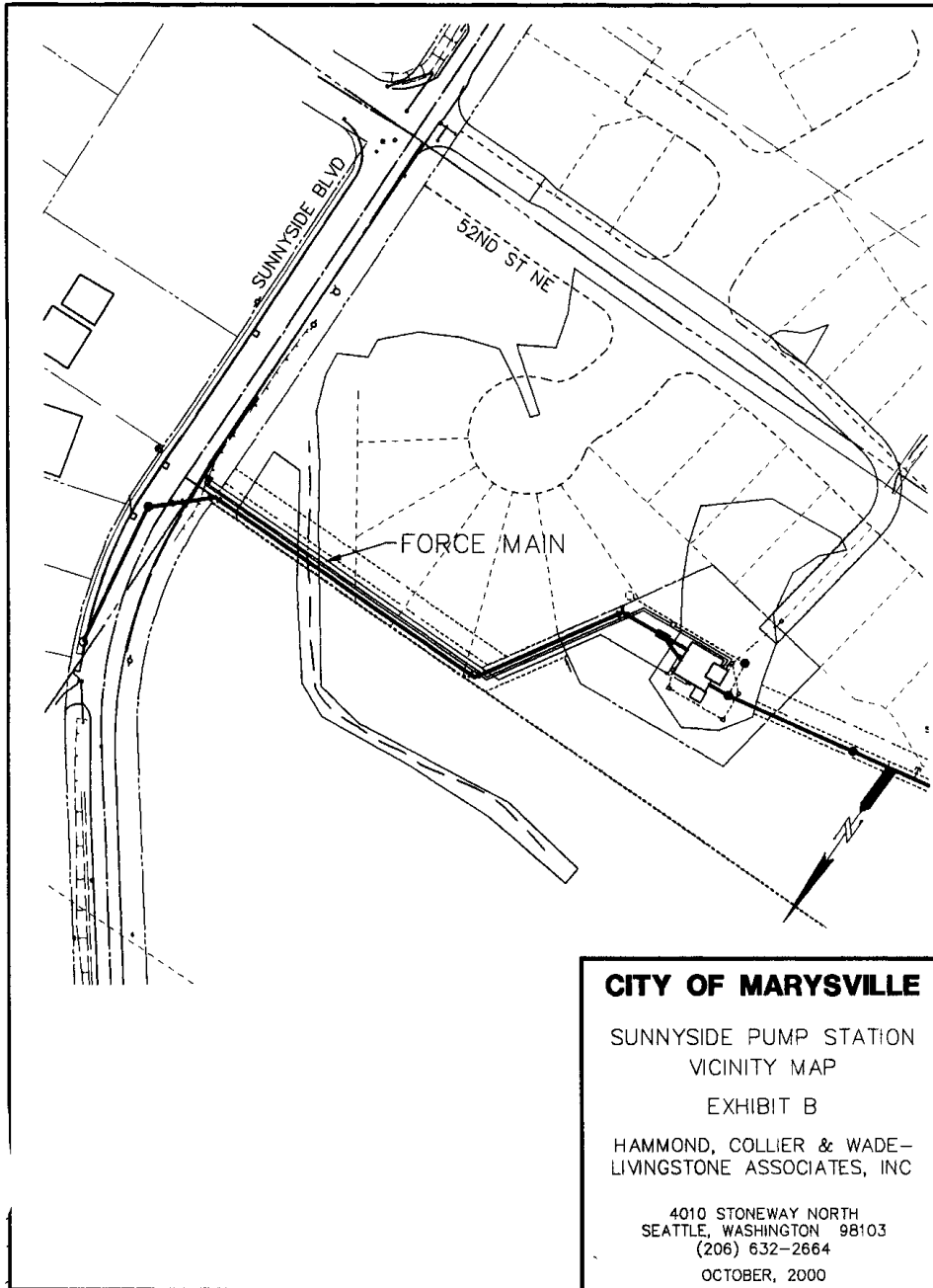
APPROVED AS TO FORM

By Grant K. Weed
City Attorney

200105300299



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.

200105300299

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

200105300299



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

Return Address

CITY OF MARYSVILLE
4822 GROVE STREET
MARYSVILLE, WA 98270

Please print or type information

<p>Document Title(s) (or transactions contained therein):</p> <p>CITY OF MARYSVILLE RECOVERY CONTRACT NO. 251</p>
<p>Grantor(s) (Last name first, then first name and initials)</p> <p>THE CITY OF MARYSVILLE</p>
<p>Grantee(s) (Last name first, then first name and initials)</p> <p>THE CITY OF MARYSVILLE</p>
<p>Legal description (abbreviated: i.e., lot, block, plat or section, township, range, qtr./qtr.)</p> <p>Portions of Sections 2, 3 and 11 in Township 29 North and Section 35 in Township 30 North, Range 5 East</p> <p><input checked="" type="checkbox"/> Additional legal is on page <u>5</u> of document.</p>
<p>Reference Number(s) of Documents assigned or released: N/A</p>
<p>Assessor's Property Tax Parcel/Account Number</p> <p><input type="checkbox"/> Additional parcel numbers on page ___ of document.</p>
<p>The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.</p>

CITY OF MARYSVILLE
RECOVERY CONTRACT NO. 251

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

WITNESSETH:

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

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

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

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

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

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

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

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

DATED this 3rd day of March, 2003.

Attest:

CITY OF MARYSVILLE

Perry Becker
City Clerk

David Weir
Mayor

APPROVED AS TO FORM:

By Grant K. Wead
City Attorney

EXHIBIT A
Trunk D Phase II
Lift Station and Force Main

COSTS

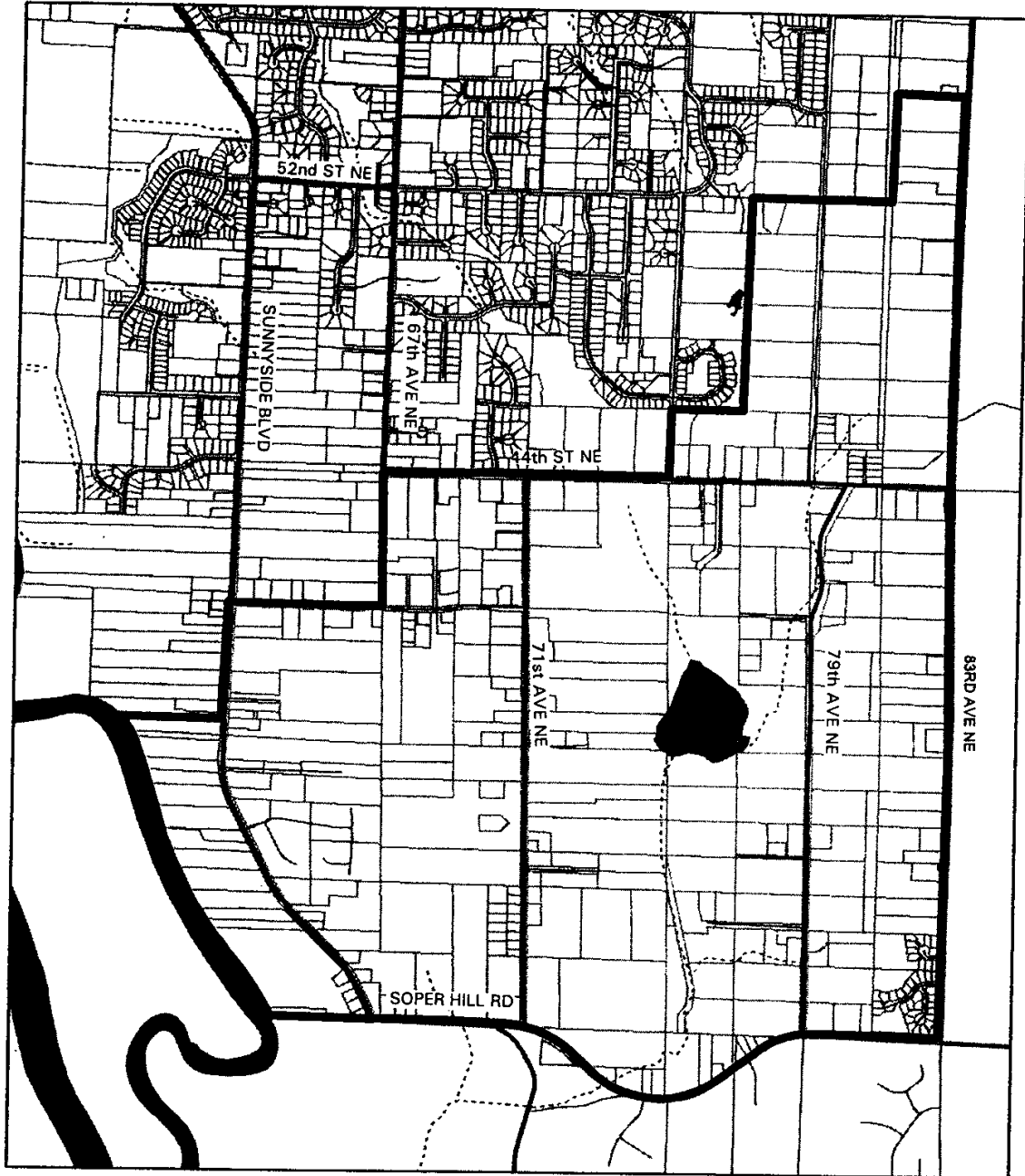
1. Construction	\$769,462.69
2. Engineering Design	\$61,487.46
3. Construction Management	\$109,487.02
4. City Project Management	\$7,984.62
5. Sno. County Permits	\$10,177.71
6. PUD Charges	\$20,459.34
7. Administration	<u>\$1,575.31</u>

TOTAL = \$980,634.15

PRO-RATA SHARE

Number of dwelling units in service area: **1649 du**

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



Sunnyside Lift Station Service Area

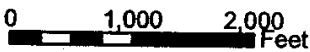


EXHIBIT B



EXHIBIT C

City of Marysville Service Area Soper Hill Pump Station Boundary Description

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

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

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): <p style="text-align: center;">CITY OF MARYSVILLE RECOVERY CONTRACT NO. 253</p>
Grantor(s) (Last name first, then first name and initials) <p style="text-align: center;">THE CITY OF MARYSVILLE</p> <input checked="" type="checkbox"/> Additional names on page <u>8</u> of document.
Grantee(s) (Last name first, then first name and initials) <p style="text-align: center;">SUNSET BOULEVARD PROPERTY LLC R&D PARK CREEK LLC</p>
Legal description (abbreviated: i.e., lot, block, plat or section, township, range, qtr./qtr.) <p style="text-align: center;">Portions of Sections 2, 3 and 11 in Township 29 North and Section 35 in Township 30 North, Range 5 East</p> <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 <p style="text-align: center;">290503-001-021-00</p> <input type="checkbox"/> Additional parcel numbers on page <u>8</u> of document.
<p>The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.</p>

After Recording Return to:

CITY OF MARYSVILLE
4822 GROVE STREET
MARYSVILLE, WA 98270

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

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

<u>Name</u> Sunset Boulevard Property LLC	<u>Address</u> 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 Sant K. Weed
CITY ATTORNEY

DEVELOPER:

Robert K. [Signature]
Managing Member

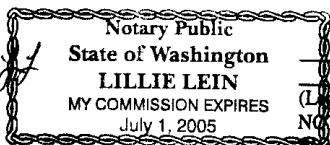
DEVELOPER:

Scott Darling
Developer 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.

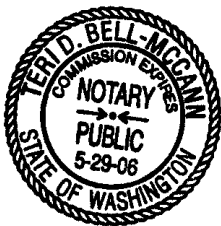


Lillie Lein
Lillie Lein
(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at Marysville
My commission expires 7-01-05

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 26th day of February, 2003.

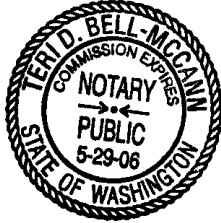


Teri D. Bell-McCann
Teri D. Bell-McCann
(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at Snohomish County
My commission expires May 29, 2006

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

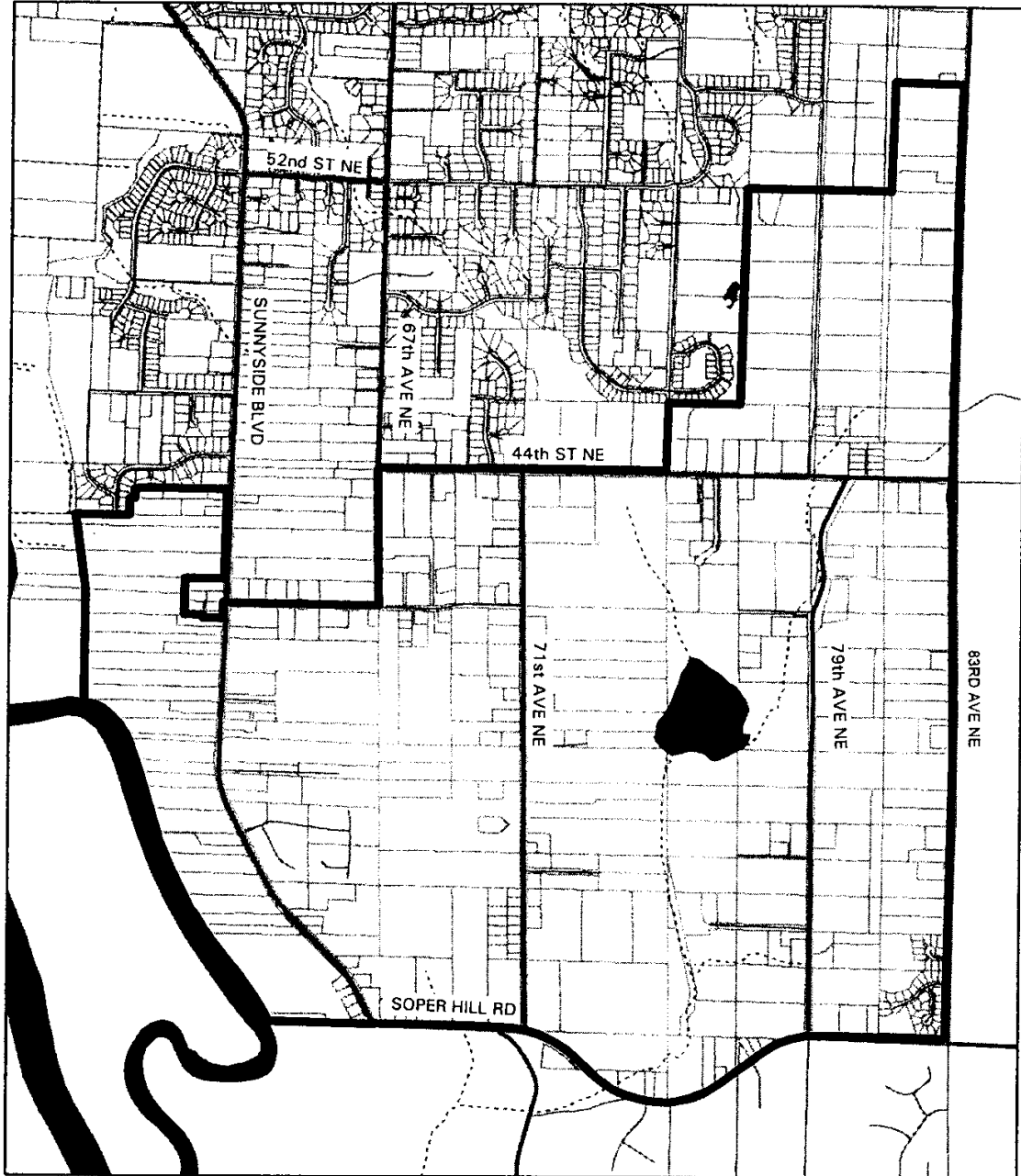
1. Construction	\$273,192.36
2. Easements	\$21,901.00
3. Engineering Design	\$21,830.65
4. Construction Management	\$38,872.06
5. City Project Management	\$2,834.84
6. Sno. County Permits	\$4,274.00
7. PUD Charges	\$4,100.00
8. Administration	<u>\$559.29</u>

TOTAL = \$367,564.20

PRO-RATA SHARE

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

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



Sunnyside 21" Sewer Service Area

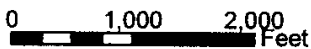


EXHIBIT B

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