

ALTA COMMITMENT FOR TITLE INSURANCE

Issued By agent:



CHICAGO TITLE
COMPANY OF WASHINGTON

Commitment Number:

500131848
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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CHICAGO TITLE COMPANY OF WASHINGTON

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

Order Number: 500131848

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:	\$900,000.00		
Premium:	\$	1,866.00	
Tax:	\$	182.87	
Rate:	Standard		
Discount(s):	Residential		
Total:	\$	2,048.87	

(b) ALTA Loan Policy 2006

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

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

FEE SIMPLE

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

Chris Allan Griffith and Colleen R. Feeney-Griffith, husband and wife

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): 290502-001-003-00

BEGINNING AT THE SOUTHEAST CORNER OF GOVERNMENT LOT 2, SECTION 2, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M. IN SNOHOMISH COUNTY, WASHINGTON;
THENCE WEST 330 FEET;
THENCE NORTH 660 FEET;
THENCE EAST 330 FEET;
THENCE SOUTH 660 FEET TO POINT OF BEGINNING;
EXCEPT THE SOUTH 15 FEET FOR ROAD;

TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER THE SOUTH 15 FEET OF THE EAST 330 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AS GRANTED IN DOCUMENT RECORDED UNDER AUDITOR'S FILE NUMBER 9107100265.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

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AMERICAN
LAND TITLE
ASSOCIATION



**SCHEDULE B, PART I
REQUIREMENTS**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Additional requirements and/or exceptions may be added as details of the transaction are disclosed to, or become known by the Company.
6. 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.

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.

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:

PTN GVT LT 2, SEC 2-29-5E, W.M, SNOHOMISH COUNTY, WA
Tax Account No.: 290502-001-003-00

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**SCHEDULE B, PART I
REQUIREMENTS**

(continued)

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

7811 40th St NE
Marysville, WA 98270
- Note E: 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 F: Note: There are NO conveyances affecting said Land recorded within 36 months of the date of this report.
- 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. Road maintenance Agreement and the terms and conditions thereof:

Recording Date: April 9, 1991
Recording No.: 9104090005

2. Critical areas site plan and the terms and conditions thereof:

Recording Date: May 29, 2001
Recording No.: 200105290179

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

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

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

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

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

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

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

6. 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 Number: 290502-001-003-00
Levy Code: 00513
Assessed Value-Land: \$605,200.00
Assessed Value-Improvements: \$57,100.00

General and Special Taxes: Billed: \$5,505.00
Paid: \$0.00
Unpaid: \$5,505.00

7. City, county or local improvement district assessments, if any.

8. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$247,272.00
Dated: April 16, 2005
Trustor/Grantor: Chris Allan Griffith and Colleen R. Feeney-Griffith
Trustee: Group 9, Inc. A Pennsylvania Corporation
Beneficiary: Washington Mutual Bank, FA
Loan No: 0026642348
Recording Date: April 26, 2005
Recording No.: 200504260473

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

The Deed of Trust set forth above is purported to be a "Credit Line" Deed of Trust. It is a requirement that the Trustor/Grantor of said Deed of Trust provide written authorization to close said credit line account to the Lender when the Deed of Trust is being paid off through the Company or other Settlement/Escrow Agent or provide a satisfactory subordination of this Deed of Trust to the proposed Deed of Trust to be recorded at closing.

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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AFTER RECORDING MAIL TO:
CHRIS ALLAN GRIFFITH
7811 40TH STREET NORTHEAST
EVERETT, WA 98205



9712100409
12/10/97 14:07
p.0003 Recorded
Snohomish County

REAL ESTATE EXCISE TAX
SALE PRICE 159,750
RECEIPT NO. 158497

DEC 10 1997

Filed for Record at Request of
Leo Palmer Escrow Company
Escrow Number: 20112

BOB DANIEL, Snohomish County Treasurer
By T. Bryson
Deputy

CT 626930 CHICAGO Statutory Warranty Deed

Grantor(s): BRIAN T. LENZ and IVY ELLEN LENZ

Grantee(s): CHRIS ALLAN GRIFFITH and COLLEEN R. FEENEY-GRIFFITH

Abbreviated Legal: LOT PRTN NW 1/4 OF THE, BLOCK NE 1/4 OF SECTION 2
T29N, R5E, W.M.

Full Legal Description on page(s): 2

Assessor's Tax Parcel Number(s): 022905-1-003-0005

THE GRANTOR BRIAN T. LENZ, A SINGLE PERSON AND IVY ELLEN LENZ, A SINGLE PERSON

for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION

in hand paid, conveys and warrants to CHRIS ALLAN GRIFFITH AND COLLEEN R. FEENEY-GRIFFITH, HUSBAND AND WIFE

the following described real estate, situated in the County of SNOHOMISH, State of Washington:
LEGAL DESCRIPTION: SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN.

Dated this 03 day of December, 1997

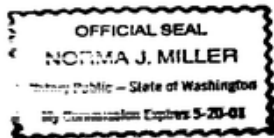
By Brian T. Lenz By _____
BRIAN T. LENZ

By Ivy Ellen Lenz By _____
IVY ELLEN LENZ
STATE OF WASHINGTON }
COUNTY OF SNOHOMISH } SS

I certify that I know or have satisfactory evidence that BRIAN T. LENZ AND IVY ELLEN LENZ

are the persons who appeared before me, and said person ~~has~~ acknowledged that ~~they~~ signed this instrument and acknowledge it to be ~~the~~ their free and voluntary act for the uses and purposes mentioned in this instrument

Dated: December 5, 1997 Norma J. Miller



NORMA J. MILLER
Notary Public in and for the State of WASHINGTON
Residing at EVERETT
My appointment expires: MAY 20, 2001

9712100409

Attach to Warranty Deed

STATE OF OREGON }
COUNTY OF Multnomah } SS

I certify that I know or have satisfactory evidence that IVY ELLEN LENZ

is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledge it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: December 9, 1997

Lana Kamerer



Notary Public in and for the State of OREGON
Residing at 5412 SW Knappa Rd, Tiller, OR 97219
My appointment expires: Sept. 12, 2001

9712100409

CHICAGO TITLE INSURANCE COMPANY
A.L.T.A. COMMITMENT
SCHEDULE A
(Continued)

Order No.: 626930
Your No.: GRIFFITH

LEGAL DESCRIPTION EXHIBIT
(Paragraph 4 of Schedule A continuation)

BEGINNING AT THE SOUTHEAST CORNER OF GOVERNMENT LOT 2, SECTION 2, TOWNSHIP
29 NORTH, RANGE 5 EAST, W.M.;
THENCE WEST 330 FEET;
THENCE NORTH 660 FEET;
THENCE EAST 330 FEET;
THENCE SOUTH 660 FEET TO POINT OF BEGINNING;
EXCEPT THE SOUTH 15 FEET FOR ROAD;

TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER THE SOUTH 15 FEET OF THE
EAST 330 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AS GRANTED
IN DOCUMENT RECORDED UNDER AUDITOR'S FILE NUMBER 9107100265;

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

CHICAGO TITLE INSURANCE COMPANY

ctacma6/1-15-97/rjm

NTC

9712100409

GENERAL AGREEMENT

FIRST AMERICAN 41301-2

AFTER RECORDING MAIL TO:
EMERALD ESCROW RE: 10338/Anne
3500 188th ST SW Suite 501
Lynnwood, WA 98036

THIS AGREEMENT Made this 7 day of July, 1991 at
in the State of Washington

By and between Aaron R. Silver
of Snohomish County, State of Washington the party of the first part, and
Michael R. Pitman of Snohomish County,
State of Washington party of the second part.

WITNESSETH: That, in consideration of the mutual covenants and agreements, to be kept and performed on the part of said parties hereto, respectively, as hereinafter stated, the said party of the first part do hereby covenant and agree that said party of the second part shall and will

grant rights of ingress and egress along 40th street
northeast for a distance of 330 feet commencing
at the County Road, NE 79th street, said 40th
street N.E is described as the southern 15 feet of
lot 3, as described under Recording No. 8706040303

And said party of the second part hereby covenant and agree that said party of the first part shall and will

Rights of ingress and egress shall be granted to all
Successors to the first party residing at 7811 40th
street. NE.

AFTER RECORDING MAIL TO:

And for the true and faithful performance of all and several covenants and agreements herein mentioned the parties hereto
are held and firmly bound unto each other in the sum of _____
dollars (\$ _____) of the United States of America, as fixed, settled and liquidated damages to be paid by the
party failing to keep all and several _____ covenants and agreements to other parties hereto.

It is hereby and mutually agreed that time is material and of the essence of this contract.
IN WITNESS WHEREOF, the said parties have herunto set their hands and seals, the day and year first above written.

Signed and Delivered in Presence of

Michael Pitman
Aaron Roche

NO EXCISE TAX
REQUIRED

JUL 10 1991

KIRKE SIEVERS, Snohomish County Treasurer
By Rebecca Young Deputy

9107100285

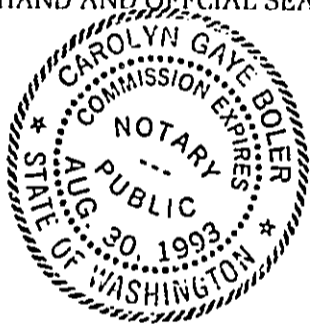
VOL. 2460 PAGE 1028

STATE OF WASHINGTON
County of SHOHOHOMISH

SS. (INDIVIDUAL ACKNOWLEDGMENT)

I, Carolyn Gaye Bolter, Notary Public in and for the State of Washington, do hereby certify that on this 9th day of July, 1991, personally appeared before me AARON R. SILVER to be known to be the individual described in and who executed the within instrument and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes herein mentioned.

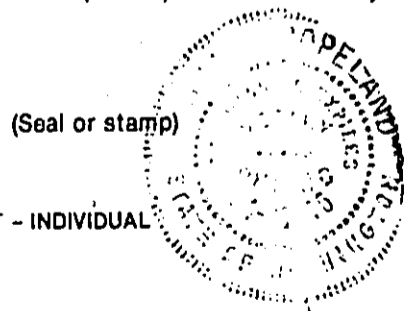
GIVEN UNDER MY HAND AND OFFICIAL SEAL this 9th day of July, 1991



Carolyn Gaye Bolter
Notary Public in and for the State of Washington
My appointment expires: 8-30-91

State of Washington
County of Shohomish

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



Dated 7/9/91
Signature of Notary Public [Signature]
Title Notary Public
My appointment expires 4-15-95

ACKNOWLEDGEMENT - INDIVIDUAL Form 5998

FIRST AMERICAN
RECORDED
91 JUL 10 PM 2:10
DEAN Y. WILLIAMS, AUDITOR
SHOHOHOMISH COUNTY, WASH
DEPUTY
[Signature]

9107100265

VOL. 2460 PAGE 1029

AS4660104090005

When recorded return to:

FIRST INTERSTATE BANK
PO BOX 21506
SEATTLE WA 98111
JOINT MAINTENANCE AGREEMENT

10

LN# 8321366

THIS AGREEMENT, made and entered into this 13th day of

March, 1991 by and between Michael R./Stephanie J. Pitman, Chris A. FEENEY / Colleen R. Griffith and Aaron R. Silver

WITNESSETH

WHEREAS there exists an easement discribed as follows:

THE SOUTH 15.00 FEET OF GOVERNMENT LOT 2, SECTION 2, TOWNSHIP 29 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN. IN SNOHOMISH COUNTY.

and

WHEREAS the parties are the owners of the property and their names as follows:

RECORDED BY
LAWYERS TITLE CO

APR 09 1991 9:50 AM

Michael R./Stephanie J. Pitman

DEAN V. WILLIAMS, AUDITOR
SNOHOMISH COUNTY, WASH.
DEPUTY
Georgia L. Melrose

A portion of the Southwest quarter of the Northwest quarter of the Northeast quarter of Section 2, Township 29 North, Range 5 East, Willamette Meridian, Snohomish County, State of Washington, Described as follows:

Beginning at the Southeast corner of the above mentioned subdivision; Thence North 87 degrees 53 minutes 11 sections west, along the South line of the above mentioned subdivision, A distance of 369.31 feet; Thence North 00 degrees 44 minutes 14 seconds East a distance of 384.07 feet to the beginning of a curve to the left whose radius center bears North 02 degrees 05 minutes 45 seconds East a distance of 35.03 feet through a central angle of 50 degrees 10 minutes 24 seconds; Thence South 87 degrees 54 minutes 15 seconds East a distance of 338.29 feet to a point on the East line of the above mentioned subdivision, said point of begining; Thence South 00 degrees 44 minutes 36 seconds West, along the East line of the above mentioned Subdivision a distance of 398.56 feet to the point of beginning.

Subject to an easement for ingress, egress and utilities over and across the South 30.00 feet thereof.

Also subject to and together with the South 15.00 feet of Government Sot 2, Section 2 Township 29 North, Range 5 East, Willamette Meridian.

FEENEY

Chris A./Colleen R./Griffith

Commencing at the Southeast corner of Lot 2, Section 2, Township 29, North of Range 5 East, Willamette Meridian, and running thence West along the South boundry line of said lot 660 feet to the true point of beginning, thence North 660 feet, thence East 330 feet, thence South 660 feet along a line parallel with the East boundary line of said lot, thence West 330 feet along the South boundary line of said lot to the true point of beginning, less and except a strip of land 15 feet wide along the north side of the South boundary line of the above described tract, which shall be reserved for road purposes.

9104090005

VOL. 2428 PAGE 1335

Aaron R. Silver

Beginning at the Southeast corner of Government Lot 2 of Section 2, Township 29, Range 5 East, Willamette Meridian,
Thence West 330 feet;
Thence North 660 feet;
Thence East 330 feet;
Thence South 660 feet to point of beginning
Except the South 15 feet for road.
Situated in the County of Snohomish, State of Washington.

and

WHEREAS it is the desire of said parties to provide for mutual and joint maintenance of the said easement, now therefore:

IT IS MUTUALLY UNDERSTOOD AND AGREED as follows:

I. That the above named parties do hereby agree to share equally all costs of maintenance, repair, upkeep, improvements, or costs of any other work or action required to maintain the said easement or improve the same for the purpose for which the easement has been granted.

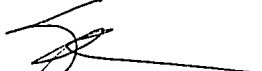
II. The agreement herein made and entered into shall be of benefit to and imposed upon the respective properties of each of the parties herein named and shall be binding upon and of benefit to any and all subsequent owners, contract purchasers, mortgagees, or any other persons or persons or parties as successors in interest of the said properties and parties herein.

III. In the event any of the above named parties shall sell, transfer or dispose of their interest in their respective real property, then and in that event this agreement for joint maintenance costs shall terminate as to such parties unless they shall in some manner return as successors in interest.

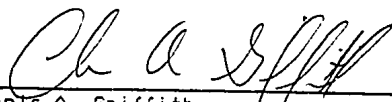
IN WITNESS WHEREOF, the parties have hereupon set their hands and seals the 13th day of March, 1991.



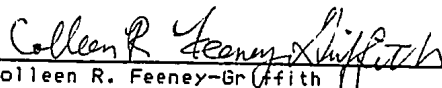
Michael R. Pitman



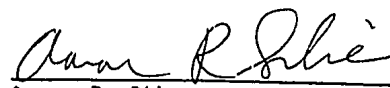
Stephanie J. Pitman



Chris A. Griffith



Colleen R. Feeney-Griffith



Aaron R. Silver

9104090005

VOL. 2428 PAGE 1336

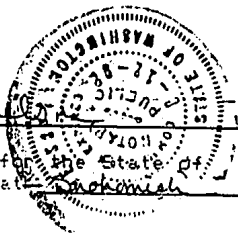
STATE OF WASHINGTON)
) SS
COUNTY OF SNOHOMISH)

On this day personally appeared before me Michael R. Pitman and who executed the within and foregoing instrument and acknowledged that he signed the same as he and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 13th day of

March, 1991

Sandra L. Nelson
Notary Public in and for the State of
Washington, residing at Snohomish



STATE OF WASHINGTON)
) SS
COUNTY OF SNOHOMISH)

On this day personally appeared before me Chris A. Griffith and who executed the within and foregoing instrument and acknowledged that he signed the same as he and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 13th day of

March, 1991

Sandra L. Nelson
Notary Public in and for the State of
Washington, residing at Snohomish



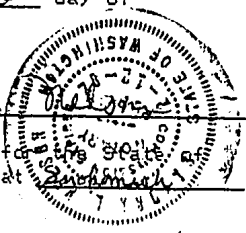
STATE OF WASHINGTON)
) SS
COUNTY OF SNOHOMISH)

On this day personally appeared before me Aaron R. Silver and who executed the within and foregoing instrument and acknowledged that he signed the same as he and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 13th day of

March, 1991

Sandra L. Nelson
Notary Public in and for the State of
Washington, residing at Snohomish



9104090005

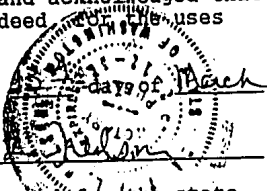
VOL. 2428 PAGE 1337

STATE OF WASHINGTON)
) SS
COUNTY OF SNOHOMISH)

On this day personally appeared before me Stephanie J. Pitman and who executed the within and foregoing instrument and acknowledged that she signed the same as she and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official sealth this 12 day of March 1991.

Stephanie J. Pitman
Notary Public in and for the state of Washington, residing at Snohomish



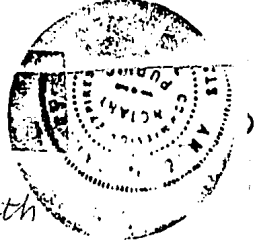
STATE OF WASHINGTON)
) SS
COUNTY OF SNOHOMISH)

Colleen R. Feeney-Griffith

On this day personally appeared before me Colleen R. Feeney-Griffith and who executed the within and foregoing instrument and acknowledge that he signed the same as he and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 3RD day of April, 1991

Annelle Jansuy
Notary Public in and for the State of Washington, residing at Everett



9104090005

VOL. 2428 PAGE 1338

200105290179

Return Address: Chris Griffith
7715 40th St NE
Everett, WA 98205



200105290179
05/29/2001 10:17 AM Snohomish
P.0003 RECORDED County

RECORDER'S NOTE
PORTIONS OF THIS DOCUMENT
ARE POOR QUALITY FOR SCANNING.

CRITICAL AREAS SITE PLAN

Project #: 01-104856-RK Applicant: Chris Griffith
 Site Address 7811 40th St NE Everett, WA 98205
 Tax Acct #: 290502-001-003-00
 Critical Area Sq. Ft. : 320 # Buffer Sq. Ft. 2,200 #

ZONE R-7200
 of Pvt. Rd ROW 50' from SLL of Gardner Rd. ROW + 20' from Edge
 FRONT SETBACK 5' OF 40' ST NE
 SIDE SETBACK _____
 REAR SETBACK 5'
 BUILDING HEIGHT 25' max CORNER LOT REQUIRES FRONT SETBACK FROM BOTH STREETS

REFERENCE NUMBER(S) OF RELATED DOCUMENTS 1 OF 3

GRANTOR(S) (OWNERS OF PROPERTY)

Griffith Chris A
 LAST NAME FIRST NAME MI

GRANTEE(S): SAME AS ABOVE

Legal Description:

LEGAL DESCRIPTION:

BEGINNING at the Southeast corner of Government Lot 2, Section 2, Township 29 North, Range 5 East, W.M., thence West 330 feet; thence North 660 feet; thence East 330 feet; thence South 660 feet to point of beginning;

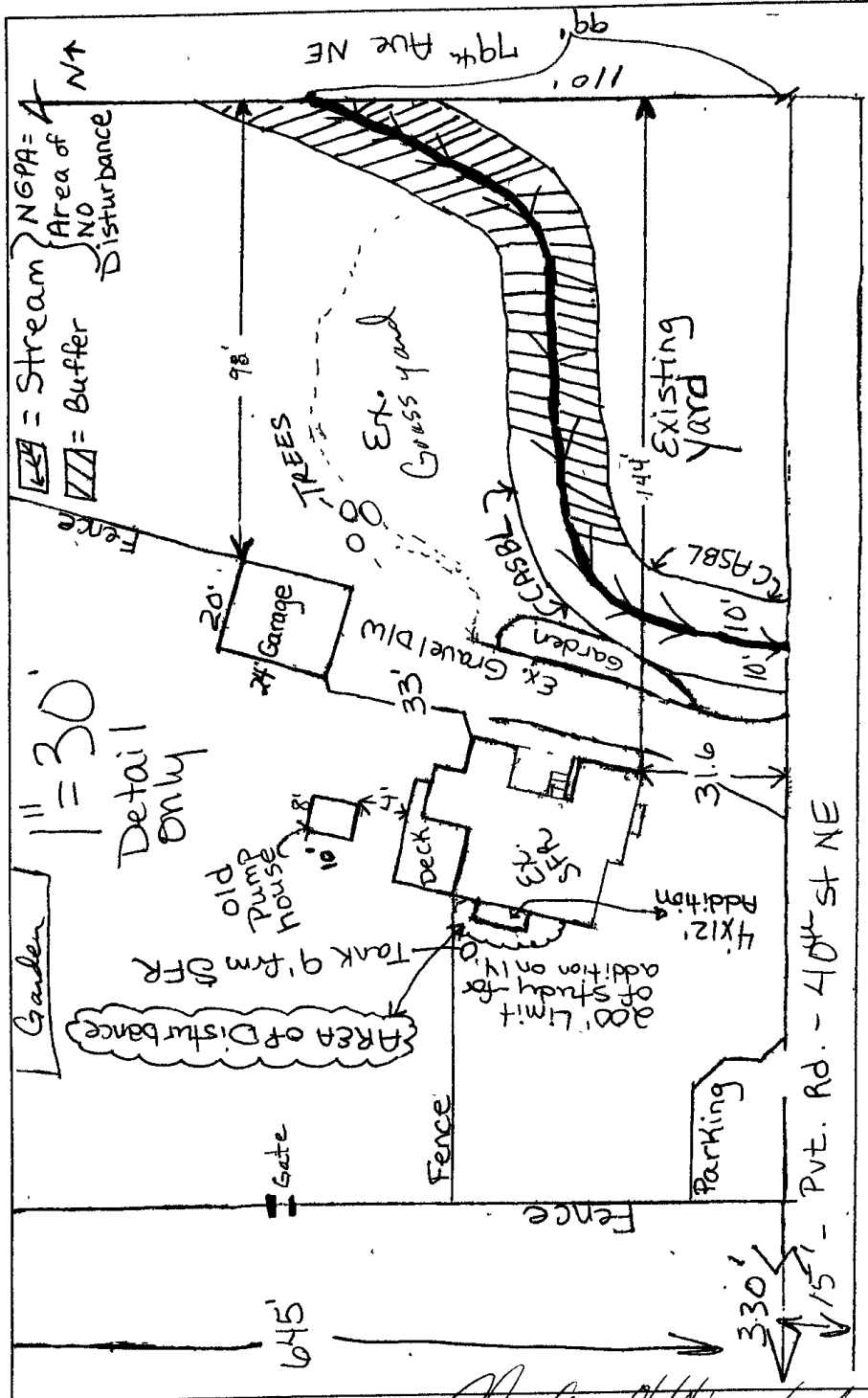
EXCEPT the South 15 feet for road;

Situate in the County of Snohomish, State of Washington.

Additional legal description is on page _____ of document

NATIVE GROWTH PROTECTION AREA is to be left permanently undisturbed in a substantially natural state. No clearing, grading, filling, building construction or placement, or road construction of any kind shall occur, except removal of hazardous trees. The activities as set forth in SCC 32.10 110(29) a, c, d, are allowed when approved by the County
Representations on this site plan may be approximations only and should not be used for purposes other than for determining general locations of critical areas Development activities beyond the scope of this plan may require additional studies and approvals.

SITE PLAN



Michael M. [Signature] 5/16/01 DATE APPROVED SNO CO PWS

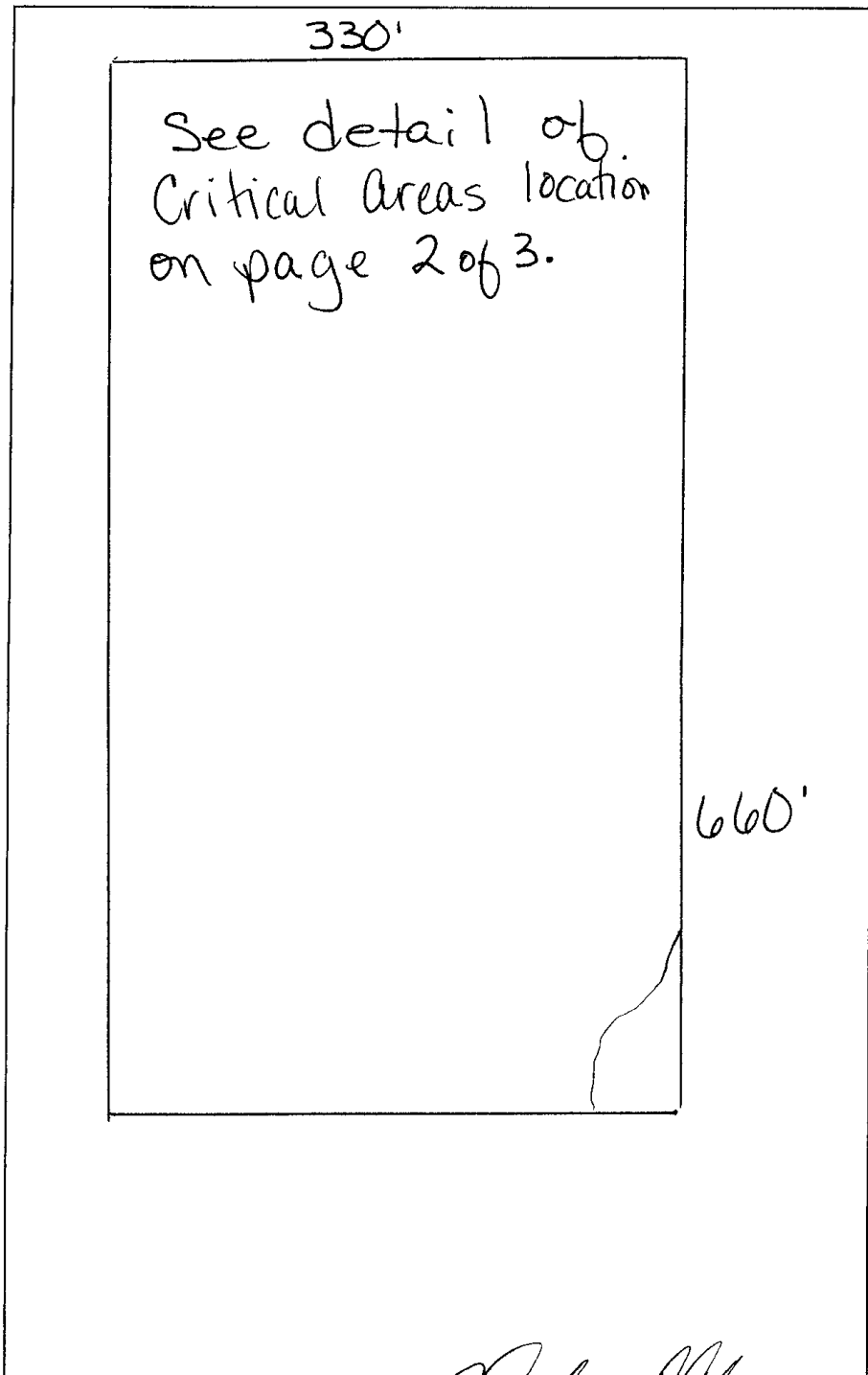
[Signature] 5/17/01 DATE APPLICANT

200105290179

APPLICANT Chris Griffith
PROJECT # 01-104856-RK
TAX ACCT# 290502-001-003-00

SITE PLAN

3 OF 3



Michael Murugan
APPROVED SNO CO PDS

5/16/01
DATE

Chris Griffith
APPLICANT

5/17/01
DATE

200105290179



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

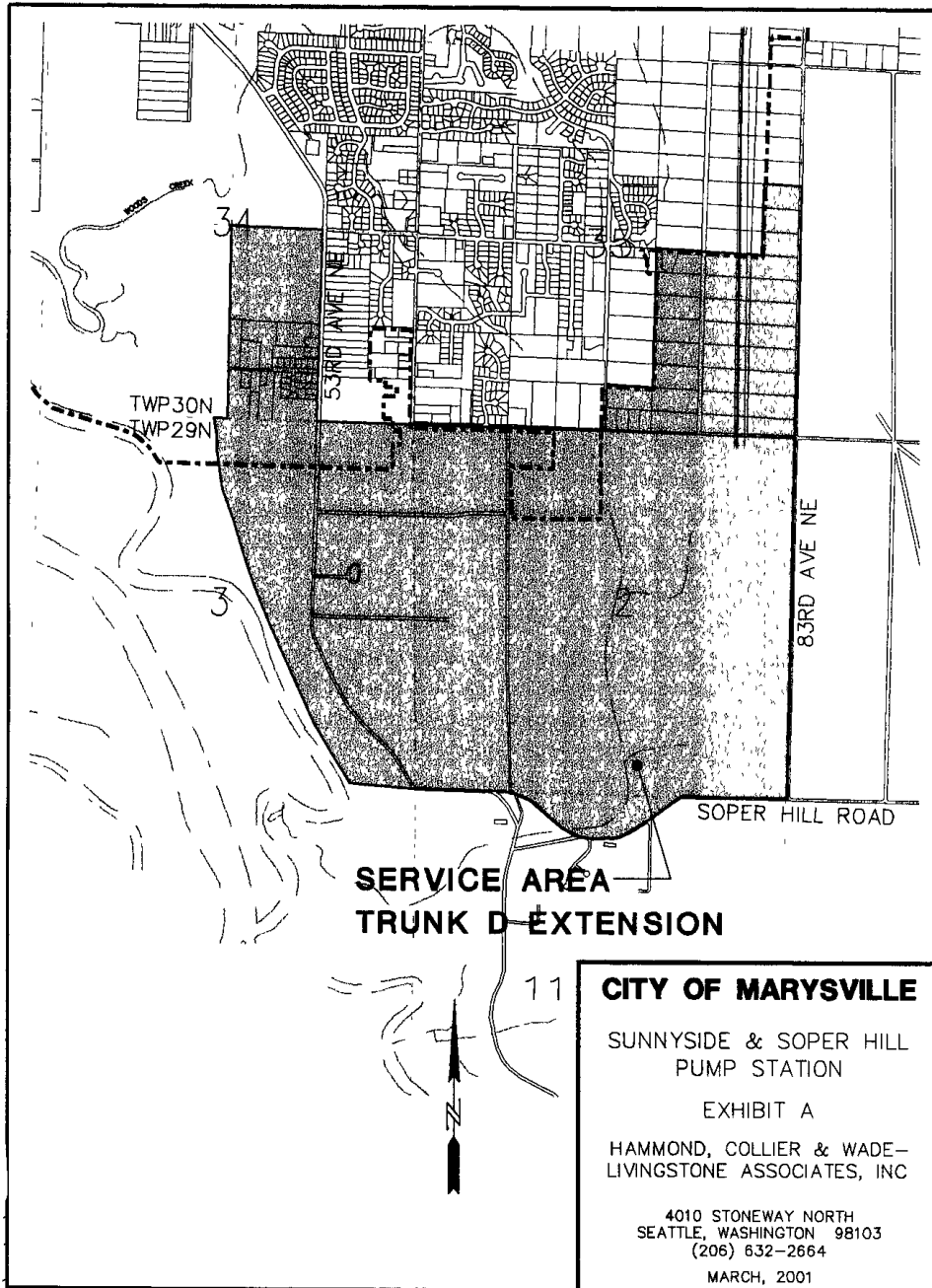
Perry Becker
City Clerk

David Wentz
Mayor

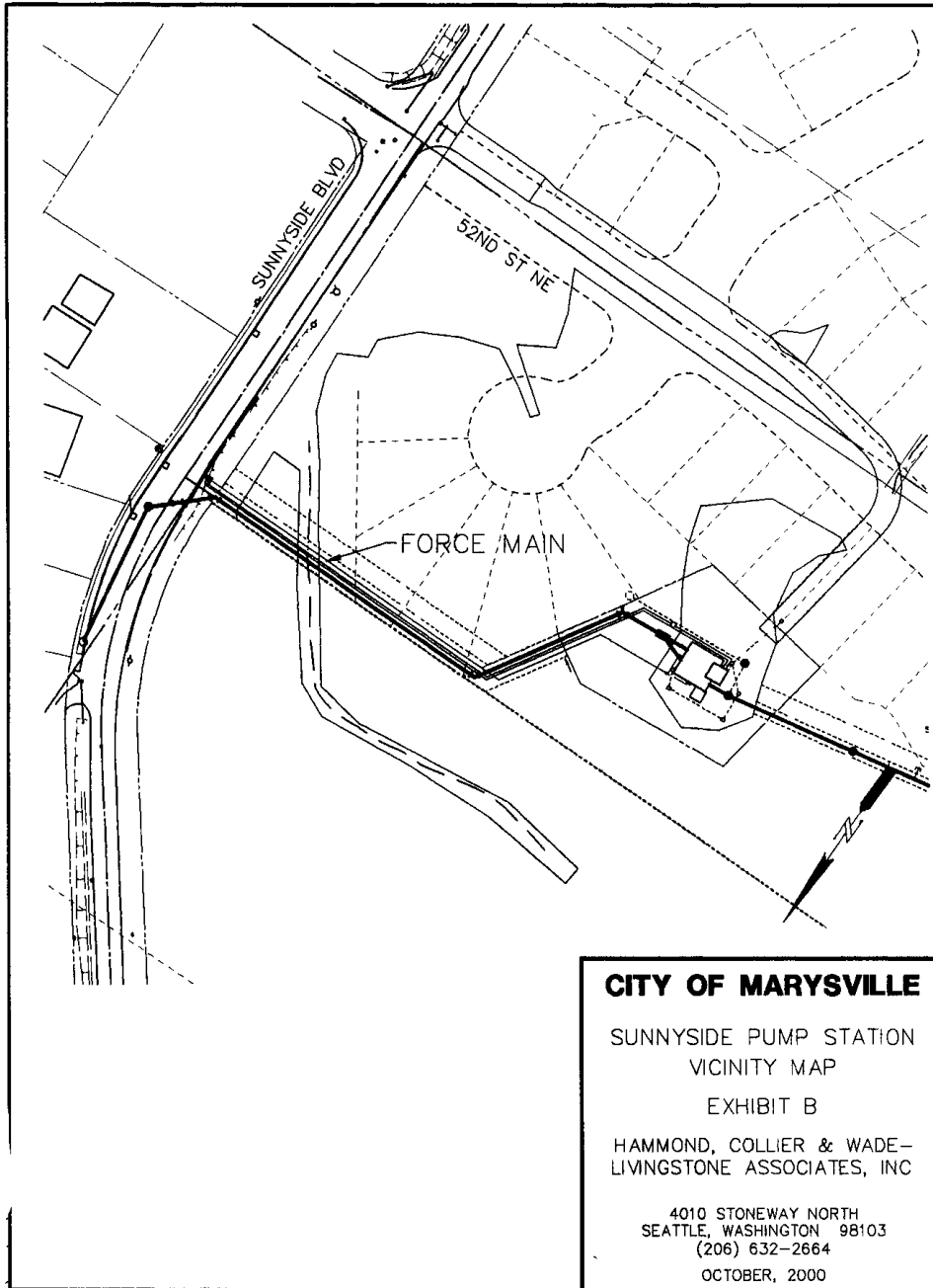
APPROVED AS TO FORM

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

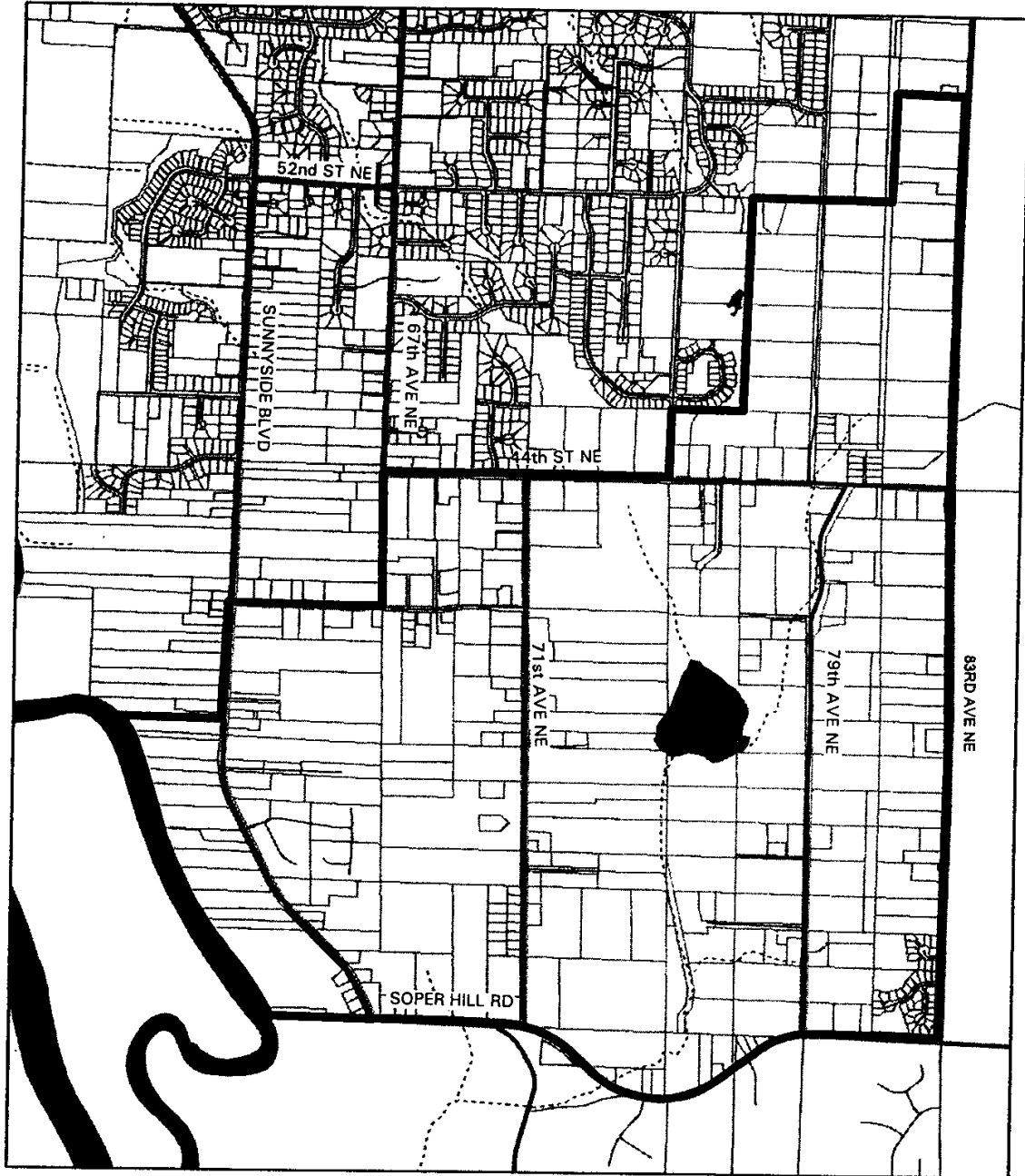
1. Construction	\$769,462.69
2. Engineering Design	\$61,487.46
3. Construction Management	\$109,487.02
4. City Project Management	\$7,984.62
5. Sno. County Permits	\$10,177.71
6. PUD Charges	\$20,459.34
7. Administration	<u>\$1,575.31</u>

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

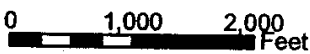


EXHIBIT B



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

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

hereinafter referred to as "Developer."

WITNESSETH:

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

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

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

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

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

1. The Developer has furnished or shall furnish the City with an as-built drawing of the installation of the above-referenced system on tracing cloth, 24" x 36" in size, together with receipted bills showing that all charges and expenses incurred in connection with the installation have been paid.
2. The Developer's costs for construction and installation of said utility lines and facilities, including engineering fees, were \$367,564.20, which have been paid in full by the Developer. See Exhibit A for description of costs.
3. The real property described below (or described in the exhibit attached hereto) is benefited by the installation of said utility lines, and is subject to the lien created by this Contract:

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

By Derry Becker
CITY CLERK

THE CITY OF MARYSVILLE:

By David Weiser
MAYOR

APPROVED AS TO FORM:

By Sant K. Weid
CITY ATTORNEY

DEVELOPER:

Robert K. Bell
Managing Member

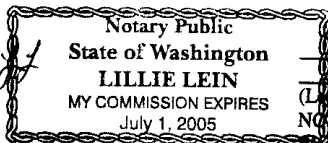
DEVELOPER:

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.

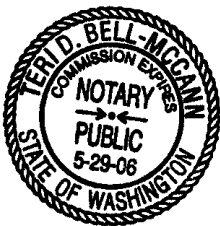


Lillie Lein
Lillie Lein
(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at Marysville
My commission expires 7-01-05

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.

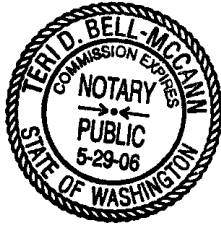


Teri D. Bell-McCann
Teri D. Bell-McCann
(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at Snohomish County
My commission expires May 29, 2006

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

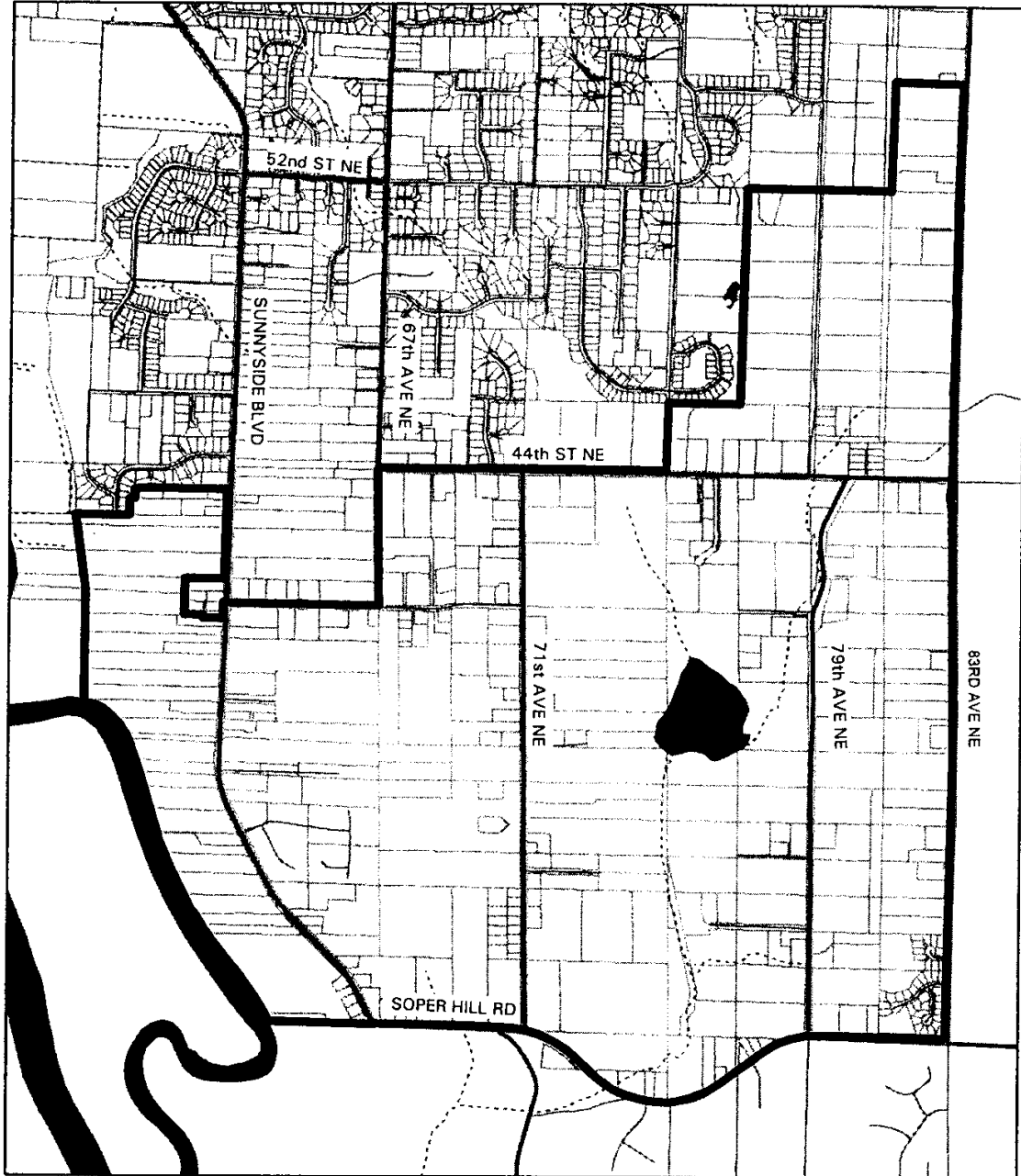
1. Construction	\$273,192.36
2. Easements	\$21,901.00
3. Engineering Design	\$21,830.65
4. Construction Management	\$38,872.06
5. City Project Management	\$2,834.84
6. Sno. County Permits	\$4,274.00
7. PUD Charges	\$4,100.00
8. Administration	<u>\$559.29</u>

TOTAL = \$367,564.20

PRO-RATA SHARE

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

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



Sunnyside 21" Sewer Service Area

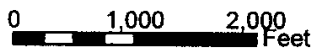


EXHIBIT B

EXHIBIT C

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



200504260473 7 PGS
04-26-2005 10:40am \$26.00
SNOHOMISH COUNTY, WASHINGTON

Recording requested by and
when recorded return to
2150 Cabot Blvd West

Langhorne, PA 19047
Attn Group 9, Inc



EQUITY LINE OF CREDIT DEED OF TRUST

Loan Number 0026642348

THIS DEED OF TRUST (Security Instrument) is between
CHRIS ALLAN GRIFFITH AND COLLEEN R FEENEY-GRIFFITH

whose address is
7811 40TH ST NE Everett, WA 98205-1217

("Grantor"), _____ Group 9, Inc.,
a PENNSYLVANIA corporation, the address of which is
2150 Cabot Blvd West
Langhorne, PA 19047

_____ ("Trustee"), and
Washington Mutual Bank, FA, a federal association, which is organized and existing under the
laws of Washington State and whose address is 1201 Third Avenue, Seattle, Washington 98101
("Beneficiary") and its successors or assigns

1 **Granting Clause** Grantor hereby grants, bargains, sells and conveys to Trustee in trust,
with power of sale, the real property in SNOHOMISH County, Washington, described
below and all rights and interest in it Grantor ever gets

LYING AND BEING LOCATED IN THE UNINCORPORATED AREA, COUNTY OF SNOHOMISH,
STATE OF WASHINGTON, ALL THAT CERTAIN PARCEL OR TRACT OF LAND KNOWN AS

BEGINNING AT THE SOUTHEAST CORNER OF GOVERNMENT LOT 2, SECTION 2, TOWNSHIP 29
NORTH, RANGE 5 EAST, W M ,
THENCE WEST 330 FEET,
THENCE NORTH 660 FEET,
THENCE EAST 330 FEET,
THENCE SOUTH 660 FEET TO POINT OF BEGINNING,

Tax Parcel Number 29050200100300

0026642348

together with all insurance proceeds and condemnation proceeds related to it, income, rents and profits from it, all plumbing, lighting, air conditioning and heating apparatus and equipment, and all fencing, blinds, drapes, floor coverings, built-in appliances and other fixtures at any time installed on or in or used in connection with such real property

All of the property described above is called the "Property" If any of the Property is personal property, this Deed of Trust is also a Security Agreement which grants Beneficiary, as secured party, a security interest in all such property Despite any other provision of this Deed of Trust, however, Beneficiary is not granted and will not have a nonpurchase money security interest in household goods, to the extent such security interest would be prohibited by applicable law As used herein "State" shall refer to the State of Washington.

2. Obligation Secured. This Deed of Trust is given to secure performance of each promise of Grantor contained herein and in a Home Equity Line of Credit Agreement and Disclosure with Beneficiary with a maximum credit limit of \$247,272 00 (the "Credit Agreement"), including any extensions, renewals or modifications thereof, and repayment of all sums borrowed by Grantor under the Credit Agreement with interest from the date of each advance until paid at the rates provided therein. The Credit Agreement provides for variable and fixed rates of interest Under the Credit Agreement, the Grantor may borrow, repay and re-borrow from time to time, up to the maximum credit limit stated above, and all such advances shall be secured by the lien of this Deed of Trust This Deed of Trust also secures payment of certain fees and charges payable by Grantor under the Credit Agreement, certain fees and costs of Beneficiary as provided in Section 9 of this Deed of Trust and repayment of money advanced by Beneficiary to protect the Property or Beneficiary's interest in the Property, including advances made pursuant to Section 6 below The Credit Agreement provides that unless sooner repaid, the Debt is due and payable in full thirty (30) years from the date of this Deed of Trust (the "Maturity Date") All amounts due under the Credit Agreement and this Deed of Trust are called the "Debt"

3 Representations of Grantor Grantor represents that

(a) Grantor is the owner of the Property which is unencumbered except by easements, reservations, and restrictions of record not inconsistent with the intended use of the Property and any existing first mortgage or deed of trust given in good faith and for value, the existence of which has been disclosed in writing to Beneficiary, and

(b) The Property is not presently and will not during the term of this Deed of Trust be used for any agricultural purposes

4 Promises of Grantor Grantor promises

(a) To keep the Property in good repair and not to remove, alter or demolish any of the improvements on the Property without first obtaining Beneficiary's written consent,

(b) To allow representatives of Beneficiary to inspect the Property at any reasonable hour and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property,

(c) To pay on time all lawful taxes and assessments on the Property,

(d) To perform on time all terms, covenants and conditions of any prior mortgage or deed of trust covering the Property or any part of it and pay all amounts due and owing thereunder in a timely manner,

(e) To see to it that this Deed of Trust remains a valid lien on the Property superior to all liens except those described in Section 3(a) and to keep the Property free of all encumbrances which may impair Beneficiary's security. It is agreed that if anyone asserts the priority of any encumbrance other than those described in Section 3(a) over this Deed of Trust in any pleading filed

0026642348

in any action, the assertion alone shall be deemed to impair the lien of this Deed of Trust for purposes of this Section 4(e),

(f) To keep the improvements on the Property insured by a company satisfactory to Beneficiary against fire and extended coverage perils, and against such other risks as Beneficiary may reasonably require, in an amount equal to the full insurable value of the improvements and to deliver evidence of such insurance coverage to Beneficiary. Beneficiary shall be named as the loss payee on all such policies pursuant to a standard lender's loss payable clause. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in the same manner as payments under the Note or, at Beneficiary's sole option, released to Grantor. In the event of foreclosure or sale of the Property pursuant to the Trustee's power of sale, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the Sheriff's or Trustee's sale,

(g) To sign all financing statements and other documents that Beneficiary may request from time to time to perfect, protect and continue Beneficiary's security interest in the Property. Grantor irrevocably appoints Beneficiary as Grantor's attorney-in-fact to execute, file and record any financing statements or similar documents in Grantor's name and to execute all documents necessary to transfer title if there is a default, and

(h) To advise Beneficiary immediately in writing of any change in Grantor's name, address or employment.

5 Sale, Transfer or Further Encumbrance of Property Loan is personal to Grantor and the entire Debt shall become immediately due and payable in full upon sale or other transfer of the Property or any interest therein by Grantor by contract of sale or otherwise including, without limit, any further encumbrance of the Property

6. Curing of Defaults If Grantor fails to comply with any of the covenants in Section 4, including all the terms of any prior mortgage or deed of trust, Beneficiary may take any action required to comply with any such covenants without waiving any other right or remedy it may have for Grantor's failure to comply. Repayment to Beneficiary of all the money spent by Beneficiary on behalf of Grantor shall be secured by this Deed of Trust. At Beneficiary's option, advance may be made against the Credit Agreement to pay amounts due hereunder. Such shall not relieve Grantor from liability for failure to fulfill the covenants in Section 4. The amount spent shall bear interest at the rates from time to time applicable under the Credit Agreement and be repayable by Grantor on demand. Although Beneficiary may take action under this paragraph, Beneficiary is not obligated to do so.

7 Remedies For Default

(a) Prompt performance under this Deed of Trust is essential. If Grantor does not pay any installment of the Debt or other amount due hereunder on time, any other event occurs that entitles Beneficiary to declare the unpaid balance of the Debt due and payable in full under the Credit Agreement, if Grantor fails to comply with any other term, condition, obligation or covenant contained in the Credit Agreement or this Deed of Trust or any rider thereto, any other deed of trust, mortgage, trust indenture or security agreement or other instrument having priority over this Deed of Trust or if any representation of Grantor herein was false or misleading, the Debt and any other money whose repayment is secured by this Deed of Trust shall immediately become due and payable in full, at the option of Beneficiary, and the total amount owed by Grantor shall thereafter bear interest at the rate(s) stated in the Credit Agreement. Beneficiary may then or thereafter advise Trustee of the default and of Beneficiary's election to have the Property sold pursuant to Trustee's power of sale in accordance with applicable law and deliver to Trustee any documentation as may be required by law. After giving any notices and the time required by applicable law,

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Trustee shall sell the Property, either in whole or in separate parcels or other part and in such order as Trustee may choose, at public auction to the highest bidder for cash in lawful money of the United States which will be payable at the time of sale, all in accordance with applicable law. Anything in the preceding sentence to the contrary notwithstanding, Beneficiary may apply the Debt towards any bid at any such sale. Trustee may postpone any such sale by providing such notice as may be required by law. Unless prohibited by law, any person, including the Grantor, Beneficiary or Trustee, may purchase at any such sale. Trustee shall apply the proceeds of the sale as follows: (i) to the expenses of the sale, including a reasonable trustee's fee and lawyer's fee, (ii) to the obligations secured by this Deed of Trust, and (iii) the surplus, if any, shall go to the person(s) legally entitled thereto or, at Trustee's discretion, to the government or other official authorized by State law to accept such amounts.

(b) Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the Property which Grantor had or had the power to convey at the time of execution of this Deed of Trust and any interest which Grantor subsequently acquired. The Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust. This recital shall be prima facie evidence of such compliance and conclusive evidence of such compliance in favor of bona fide purchasers and encumbrancers for value.

(c) To the extent permitted by law the power of sale conferred by this Deed of Trust is not an exclusive remedy. Beneficiary may cause this Deed of Trust to be judicially foreclosed or sue on the Credit Agreement or take any other action available in equity or at law. In connection with any portion of the Property which is personal property, Beneficiary shall further be entitled to exercise the rights of a secured party under the Uniform Commercial Code as then in effect in the State of Washington.

(d) By accepting payment of any sum secured by this Deed of Trust after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

8 Condemnation; Eminent Domain. In the event any portion of the Property is taken or damaged in an eminent domain proceeding, the entire amount of the award, or such portion as may be necessary to fully satisfy the obligation secured by this Deed of Trust, shall be paid to Beneficiary to be applied to the obligation in the same manner as payments under the Credit Agreement.

9 Fees and Costs. Grantor shall pay Beneficiary's and Trustee's reasonable costs of searching records, other reasonable expenses as allowed by law and reasonable attorney's fees in any lawsuit or other proceeding to foreclose this Deed of Trust, in any lawsuit or proceeding which Beneficiary or Trustee prosecutes or defends to protect the lien of this Deed of Trust, in any other action taken by Beneficiary to collect the Debt, including without limitation any disposition of the Property under the State Uniform Commercial Code, and any action taken in bankruptcy proceedings as well as any appellate proceedings.

10 Reconveyance. Trustee shall reconvey the Property to the person entitled thereto on written request of Beneficiary or following satisfaction of the obligations secured hereby and Beneficiary and Trustee shall be entitled to charge Grantor a reconveyance fee together with fees for the recordation of the reconveyance documents, unless prohibited by law.

11 Trustee; Successor Trustee. Beneficiary may, unless prohibited by law, appoint a successor Trustee from time to time in the manner provided by law. The successor Trustee shall be vested with all powers of the original Trustee. The Trustee is not obligated to notify any party.

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hereto of a pending sale under any other deed of trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee

12. **Savings Clause.** If a law which applies to this Deed of Trust or the Credit Agreement and which sets maximum loan charges is finally interpreted by a court having jurisdiction so that the interest or other loan charges collected or to be collected in connection with this Deed of Trust or the Credit Agreement exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (ii) any sums already collected from Grantor which exceeded permitted limits will be refunded to Grantor. Beneficiary may choose to make this refund by reducing the principal owed or by making a direct payment. If a refund reduces the principal, the reduction will be treated as a partial prepayment

13 **Miscellaneous** This Deed of Trust shall benefit and obligate the heirs, devisees, legatees, administrators, executors, successors and assigns of the parties hereto. The term "Beneficiary" shall mean the holder and owner of the Credit Agreement secured by this Deed of Trust, whether or not that person is named as Beneficiary herein. The words used in this Deed of Trust referring to one person shall be read to refer to more than one person if two or more have signed this Deed of Trust or become responsible for doing the things this Deed of Trust requires. This Deed of Trust shall be governed by and construed in accordance with federal law and, to the extent federal law does not apply, the laws of the State of Washington. If any provision of this Deed of Trust is determined to be invalid under law, the remaining provisions of this Deed of Trust shall nonetheless remain in full force and effect

14. **Beneficiary and Similar Statements.** Beneficiary may collect a fee in the maximum amount allowed by law for furnishing any beneficiary statement, payoff demand statement or similar statement

15 **Riders** If one or more riders are executed by Grantor and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. {Check applicable box(es)}

- Condominium Rider
- Other _____
(specify)
- Planned Unit Development Rider


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By signing below, Grantor accepts and agrees to the provisions of this Deed of Trust and any rider(s) executed by Grantor concurrently therewith

DATED at Marysville, Washington this 16th day of April, 2005

GRANTOR(S)


CHRIS ALLAN GRIFFITH


COLLEEN R FEENEY-GRIFFITH

0026642348

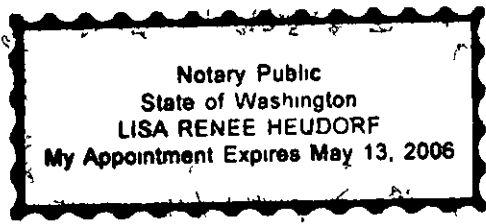
STATE OF WASHINGTON)
) SS
COUNTY OF Snohomish)

On this day personally appeared before me _____
CHRIS ALLAN GRIFFITH _____ and
COLLEEN FEENEY GRIFFITH _____ and

to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledge that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned

WITNESS my hand and official seal this 16th day of April, 2005

[Signature]
Notary Public in and for the State of Washington
Residing at Marysville
My Commission expires 5/13/06



REQUEST FOR FULL RECONVEYANCE
Do not record. To be used only when Grantor's
indebtedness has been repaid and Credit Agreement cancelled.

TO: TRUSTEE _____

The undersigned is Beneficiary of the within Deed of Trust, and the legal owner and holder of the Home Equity Line of Credit Agreement secured thereby Said Deed of Trust is hereby surrendered to you for reconveyance and you are requested, upon payment of all sums owing to you, to reconvey without warranty, to the person(s) entitled thereto the right, title and interest now held by you thereunder.

DATED _____

By _____
Its _____