

SUBDIVISION

Issued By:



CHICAGO TITLE INSURANCE COMPANY

Guarantee/Certificate Number:

500144160
Revision 2

CHICAGO TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

MSR Communities LLC

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

LIABILITY EXCLUSIONS AND LIMITATIONS

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

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

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

Countersigned By:

Brent Aune
Authorized Officer or Agent



Chicago Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

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

SCHEDULE A

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

Effective Date: September 24, 2024 at 08:00 AM

The assurances referred to on the face page are:

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

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

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

MSR Tuscan Woods LLC, a Washington Limited Liability Company

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

END OF SCHEDULE A

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 300521-001-052-00

THE EAST 250 FEET OF THE WEST 454.48 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 30 NORTH, RANGE 05 EAST;

LESS THE SOUTH 20 FEET FOR ROAD;

LESS THE NORTH 220 FEET OF THE SOUTH 240 FEET OF THE WEST 150 FEET OF THE EAST 250 FEET OF THE WEST 454.48 FEET;

LESS THAT PORTION DEEDED TO SNOHOMISH COUNTY FOR ROAD;

ALSO EXCEPT ANY PORTION LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY:

COMMENCING AT THE NORTHEAST CORNER OF THE WEST 454.48 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;
THENCE SOUTH 01°14'56" EAST ALONG THE EAST LINE OF SAID WEST 454.48 FEET OF SAID SUBDIVISION 70.01 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUE SOUTH 01°14'56" EAST ALONG SAID EAST LINE 293.11 FEET TO A NON-TANGENT CURVE;
THENCE WESTERLY AND NORTHERLY ALONG SAID CURVE THAT HAS A RADIAL CENTER WHICH BEARS NORTH 13°13'43" EAST 40 FEET, THROUGH A CENTRAL ANGLE OF 75°31'21" AN ARC DISTANCE OF 52.72 FEET TO THE EAST LINE OF THE WEST 424.48 FEET OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;
THENCE NORTH 01°14'56" WEST ALONG SAID EAST LINE 182.97 FEET TO A CURVE TO THE RIGHT, THENCE NORTHERLY AND EASTERLY ALONG SAID CURVE THAT HAS A RADIAL CENTER WHICH BEARS NORTH 88°45'04" EAST 100 FEET THROUGH A CENTRAL ANGLE OF 45°34'23" A DISTANCE OF 79.54 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE NORTHEAST CORNER OF THE WEST 454.48 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER THENCE SOUTH 01°14'56" EAST ALONG THE EAST LINE OF SAID WEST 454.48 FEET 70.01 FEET TO A NON-TANGENT CURVE;
THENCE NORTHERLY ALONG SAID CURVE THAT HAS A RADIAL CENTER WHICH BEARS NORTH 45°40'00" WEST, 100 FEET THROUGH A CENTRAL ANGLE OF 44°25'42" AN ARC DISTANCE OF 77.54 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;
THENCE SOUTH 89°54'18" WEST ALONG SAID NORTH LINE 30 FEET TO THE POINT OF BEGINNING;

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

SCHEDULE B

GENERAL EXCEPTIONS

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

SCHEDULE B
(continued)

SPECIAL EXCEPTIONS

1. No search has been made as to property taxes and assessments. Property taxes and assessments will be searched upon request.

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

Granted to: Public Utility District No. 1 of Snohomish County
Purpose: Electric distribution line facilities
Recording Date: February 3, 1989
[Recording No.:](#) [8902030143](#)
Affects: Portion of said premises

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 Snohomish County Short Plat No. ZA 8812519 SP:

[Recording No:](#) [9205180463](#)

Notice of Correction of Short Subdivision recorded under [Recording Number 9206100410](#).

4. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof; Indian treaty or aboriginal rights.

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

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

Amount: \$1,680,000.00
Dated: July 11, 2024
Trustor/Grantor: 202407150123
Trustee: Chicago Title Company of Washington
Beneficiary: Anchor Loans, LP
Recording Date: July 15, 2024
[Recording No.:](#) [202407150123](#)

An assignment of the beneficial interest under said deed of trust which names:

Assignee: Anchor Assets XVIII
Recording Date: September 13, 2024
[Recording No.:](#) [202409130014](#)

SCHEDULE B
(continued)

An assignment of the beneficial interest under said deed of trust which names:

Assignee: Anchor Loans, LP
Recording Date: September 20, 2024
[Recording No.:](#) [202409200390](#)

An assignment of the beneficial interest under said deed of trust which names:

Assignee: U.S. Bank Trust National Association, Not in its individual capacity but solely as Trustee for Park Funding I Trust
Recording Date: September 24, 2024
[Recording No.:](#) [202409240269](#)

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

END OF SCHEDULE B

When recorded return to:
MSR Tuscany Woods LLC, a Washington limited liability company
18323 Bothell Everett Hwy # 310
Bothell, WA 98012

Thank you for your payment.
E217709 \$44,892.50
ELIZABETH C. 07/15/2024

Filed for record at the request of:



CHICAGO TITLE
CORPORATION OF WASHINGTON

3002 Colby Ave., Suite 200
Everett, WA 98201

Chicago Title
500132153

Escrow No.: 500132153

BARGAIN AND SALE DEED

THE GRANTOR(S)

4407 Robinson Rd LLC, a Washington limited liability company

for and in consideration of Ten And No/100 Dollars (\$10.00) , and other valuable consideration in hand paid, bargains, sells, and conveys to

MSR Tuscany Woods LLC, a Washington limited liability company

the following described real estate, situated in the County of Snohomish, State of Washington:

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

Abbreviated Legal: (Required if full legal not inserted above.)

PTN NE 1/4, SEC 21-30-05E, W.M., SNOHOMISH COUNTY, WA

Tax Parcel Number(s): 300521-001-052-00

Dated: 7/18/24

4407 Robinson Rd LLC, a Washington limited liability company

BY: James C. Walker
James C. Walker
Member

BY: Leann C. Anderson
Leann C. Anderson
Member

BARGAIN AND SALE DEED
(continued)

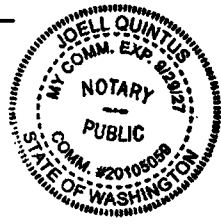
State of WA
County of FRONT

This record was acknowledged before me on 7/8/24 by

Leanne Anderson
as Member of
4407 Robinson Rd LLC

Joell Quintus
(Signature of notary public)

Notary Public in and for the State of WA
My commission expires: 9/29/27



BARGAIN AND SALE DEED
(continued)

State of Washington
County of Snohomish

This record was acknowledged before me on 07/06/2024 by
James C. Walker

as Member of
4407 Robinson Rd LLC

Jana K Quinn
(Signature of notary public)
Notary Public in and for the State of Washington
My commission expires: 06/29/2027



EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 300521-001-052-00

THE EAST 250 FEET OF THE WEST 454.48 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 30 NORTH, RANGE 05 EAST; LESS THE SOUTH 20 FEET FOR ROAD; LESS THE NORTH 220 FEET OF THE SOUTH 240 FEET OF THE WEST 150 FEET OF THE EAST 250 FEET OF THE WEST 454.48 FEET; LESS THAT PORTION DEEDED TO SNOHOMISH COUNTY FOR ROAD; ALSO EXCEPT ANY PORTION LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY; COMMENCING AT THE NORTHEAST CORNER OF THE WEST 454.48 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 01°14'56" EAST ALONG THE EAST LINE OF SAID WEST 454.48 FEET OF SAID SUBDIVISION 70.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°14'56" EAST ALONG SAID EAST LINE 293.11 FEET TO A NON-TANGENT CURVE; THENCE WESTERLY AND NORTHERLY ALONG SAID CURVE THAT HAS A RADIAL CENTER WHICH BEARS NORTH 13°13'43" EAST 40 FEET, THROUGH A CENTRAL ANGLE OF 75°31'21" AN ARC DISTANCE OF 52.72 FEET TO THE EAST LINE OF THE WEST 424.48 FEET OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 01°14'56" WEST ALONG SAID EAST LINE 182.97 FEET TO A CURVE TO THE RIGHT, THENCE NORTHERLY AND EASTERLY ALONG SAID CURVE THAT HAS A RADIAL CENTER WHICH BEARS NORTH 88°45'04" EAST 100 FEET THROUGH A CENTRAL ANGLE OF 45°34'23" A DISTANCE OF 79.54 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH THE FOLLOWING DESCRIBED PROPERTY:
BEGINNING AT THE NORTHEAST CORNER OF THE WEST 454.48 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER THENCE SOUTH 01°14'56" EAST ALONG THE EAST LINE OF SAID WEST 454.48 FEET 70.01 FEET TO A NON-TANGENT CURVE; THENCE NORTHERLY ALONG SAID CURVE THAT HAS A RADIAL CENTER WHICH BEARS NORTH 45°40'00" WEST, 100 FEET THROUGH A CENTRAL ANGLE OF 44°25'42" AN ARC DISTANCE OF 77.54 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 89°54'18" WEST ALONG SAID NORTH LINE 30 FEET TO THE POINT OF BEGINNING;

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

8602

1180 Rev 3/87

DISTRIBUTION EASEMENT
Underground and/or Overhead

E 22760
S 21 T 30 R 5

8902030143

THIS INDENTURE made this 4~~th~~ day of January, 19 89, between

James Walker and Diane I. Walker, husband and wife

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

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

Beginning at the Northeast corner of the West 454.48 feet of the Southwest quarter, of the Southwest quarter, of the Northeast quarter, of Section 21, Township 30 North, Range 5 East, W.M.; THENCE South 01°14'56" East along the East line of said West 454.48 feet of said subdivision, a distance of 70.01 feet to a non-tangent curve; THENCE Northerly along said curve, that has a radius center which bears North 45°40'00" West for a radial distance of 100.00 feet, through a central angle of 44°25'42", for an arc distance of 77.54 feet to the North line of said Southwest quarter, of the Southwest quarter, of the Northeast quarter, of Section 21; THENCE South 89°54'18" West along said North line a distance of 30.00 feet to the Point of Beginning.

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

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

The West 15 feet of the above-described property.

NO EXCISE TAX
REQUIRED

FEB 3 1989

KIRKE STIVERS, Snohomish County Treasurer
By [Signature] Deputy

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

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

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

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

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

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

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

[Signature]
James Walker

[Signature]
Diane I. Walker

PLEASE NOTARIZE SIGNATURES ON REVERSE SIDE

8902030143

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State of Washington

INDIVIDUAL ACKNOWLEDGEMENT

County of SNOWHOMISH

I certify that I know or have satisfactory evidence that James Walker and Diane I. Walker

signed this instrument and acknowledged

it to be (Ms, her, their) free and voluntary act for the uses and purposes mentioned in the instrument.



(Seal or Stamp)

Dated JANUARY 4, 1989

Signature of Notary Public Margaret Hart Paul

Title NOTARY PUBLIC

My appointment expires March 7, 1991

State of Washington

INDIVIDUAL ACKNOWLEDGEMENT

County of _____

I certify that I know or have satisfactory evidence that _____ and _____

signed this instrument and acknowledged

it to be (his, her, their) free and voluntary act for the uses and purposes mentioned in the instrument.

(Seal or Stamp)

Dated _____

Signature of Notary Public _____

Title NOTARY PUBLIC

My appointment expires _____

(REPRESENTATIVE ACKNOWLEDGEMENT)

State of Washington

County of _____

I certify that I know or have satisfactory evidence that _____ and _____

signed this instrument, on oath stated that (he, she, they) (was, were) authorized to execute the instrument and acknowledged it as the _____ (Officer, Trustee, President, etc.)

and _____ of _____ (Name of party on behalf of who instrument was executed)

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

(Seal or Stamp)

Dated _____

Signature of Notary Public _____

Title NOTARY PUBLIC

My appointment expires _____

RECORDED
89 FEB -3 PM 1:12
EVERETT, WA

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

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

FROM James Walker and
Diane I. Walker, et ux
TO
PUBLIC UTILITY DISTRICT NO. 1
OF SNOWHOMISH COUNTY

W.O. NO. 12

EASEMENT

8902030143

VOL. 2204 PAGE 2697

WHEN RECORDED MAIL TO:
PARK FUNDING I TRUST
ONE BAXTER WAY, STE. 220
THOUSAND OAKS, CA 91362
818-867-2054 / 310-395-0010

ASSIGNMENT DEED OF TRUST

Ref AL: 980352
Property Address: 4407 84TH STREET NORTHEAST, MARYSVILLE, WA 98270
Parcel Number: 300521-001-052-00

For value received, ANCHOR LOANS, LP, a Delaware Limited Partnership ("Assignor"), having an address of One Baxter Way, Ste. 220, Thousand Oaks, CA 91362, the undersigned holder, hereby grants, sells, assigns, conveys and transfers, without recourse to U.S. BANK TRUST NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE FOR PARK FUNDING I TRUST ("Assignee"), having an address of One Baxter Way, Ste. 220, Thousand Oaks, CA 91362 all of its right, title and interest under that certain security instrument ("Security Instrument") dated July 11, 2024, executed by MSR TUSCANY WOODS LLC, a Washington Limited Liability Company, to ANCHOR LOANS, LP, A DELAWARE LIMITED PARTNERSHIP, and given to secure payment of \$1,680,000.00, recorded as Instrument Number (202407150123) on 15th day of July, 2024 of official records in SNOHOMISH County, WA, describing land there as:

THE EAST 250 FEET OF THE WEST 454.48 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 30 NORTH, RANGE 05 EAST; LESS THE SOUTH 20 FEET FOR ROAD; LESS THE NORTH 220 FEET OF THE SOUTH 240 FEET OF THE WEST 150 FEET OF THE EAST 250 FEET OF THE WEST 454.48 FEET; LESS THAT PORTION DEEDED TO SNOHOMISH COUNTY FOR ROAD;

ALSO EXCEPT ANY PORTION LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY:

COMMENCING AT THE NORTHEAST CORNER OF THE WEST 454.48 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 01°14'56" EAST ALONG THE EAST LINE OF SAID WEST 454.48 FEET OF SAID SUBDIVISION 70.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°14'56" EAST ALONG SAID EAST LINE 293.11 FEET TO A NON-TANGENT CURVE; THENCE WESTERLY AND NORTHERLY ALONG SAID CURVE THAT HAS A RADIAL CENTER WHICH BEARS NORTH 13°13'43" EAST 40 FEET, THROUGH A CENTRAL ANGLE OF 75°31'21" AN ARC DISTANCE OF 52.72 FEET TO THE EAST LINE OF THE WEST 424.48 FEET OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 01°14'56" WEST ALONG SAID EAST LINE 182.97 FEET TO A CURVE TO THE RIGHT, THENCE NORTHERLY AND EASTERLY ALONG SAID CURVE THAT HAS A RADIAL CENTER WHICH BEARS NORTH 88°45'04" EAST 100 FEET THROUGH A CENTRAL ANGLE OF 45°34'23" A DISTANCE OF 79.54 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH THE FOLLOWING DESCRIBED PROPERTY:

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01°14'56" EAST ALONG THE EAST LINE OF SAID WEST 454.48 FEET 70.01 FEET TO A NON-TANGENT CURVE; THENCE NORTHERLY ALONG SAID CURVE THAT HAS A RADIAL CENTER WHICH BEARS NORTH 45°40'00" WEST, 100 FEET THROUGH A CENTRAL ANGLE OF 44°25'42" AN ARC DISTANCE OF 77.54 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 89°54'18" WEST ALONG SAID NORTH LINE 30 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH the Note(s) or other Obligation therein described, and the money due and to grow due thereon, with interest, and all rights accrued or to accrue under such Security Instrument.

TO HAVE AND TO HOLD the same unto the said Assignee, its successors and assigns, forever, subject only to all the provisions contained in said Security Instrument and the Note or other Obligation. AND, the said Assignor hereby constitutes and appoints the Assignee as the Assignor's true and lawful attorney, irrevocable in law or in equity, in the Assignor's name, place and stead but at the Assignee's cost and expenses, to have, use and take all lawful ways and means for the recovery of all the said money and interest; and in case of payment, to discharge the same as fully as the Assignor might or could do if these presents were not made.

AND the Assignor covenants that there is now and owing the said Note or other Obligation secured thereby, and there are no set-offs, counterclaims or defenses against the same, in law or equity, nor have there been any modifications or other changes in the original terms thereof, other than as stated herein.

In reference herein to any parties, use of any particular gender or the plural or singular name is intended to include the appropriate gender or number as the text of the within instrument may require.

IN WITNESS WHEREOF, the said Assignor has hereunto set its hand and seal or caused these presents to be signed by its proper officers and its seal, if any, to be hereto affixed this 8th day of August, 2024.

ANCHOR LOANS, LP, a Delaware Limited Partnership

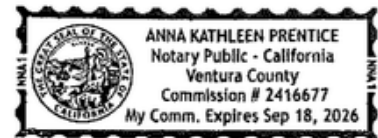
By: Joshua Donaghy
Joshua Donaghy
Post Closing Manager

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF VENTURA

On AUG 09 2024, before me, Anna Kathleen Prentice, notary public personally appeared Joshua Donaghy who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(This area for official notary seal)



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal,

Anna Kathleen Prentice
Notary Public commissioned for said County and State

PREPARED BY:
ANCHOR LOANS, L.P.
ONE BAXTER WAY, STE. 220
THOUSAND OAKS, CA 91362

This Space Reserved For Recorder's Use:

'92 JUN 18 AM 11:53

for Kandle

2006180410

Filed for Record at Request of Best Escrow Services, Inc.

AFTER RECORDING MAIL TO:

Name BALKRISHNAN GOUNDER

Address 4503 225TH PLACE SOUTHWEST

City, State, Zip MOUNTLAKE TERRACE, WA 98043

Escrow number: 3777

CT-323585

Statutory Warranty Deed

THE GRANTOR JEFFREY R. MALONE AND SUSAN M. MALONE, HUSBAND AND WIFE

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

in hand paid, conveys and warrants to BALKRISHNAN GOUNDER AND KAMLAWANTI GOUNDER, HUSBAND AND WIFE

the following described real estate, situated in the County of SNOHOMISH, State of Washington:

LOT 21, WOODLARK DIVISION B, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 20 OF PLATS, PAGE 2, RECORDS OF SNOHOMISH COUNTY WASHINGTON. SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

REAL ESTATE EXCISE TAX
SALE PRICE 137,500
RECEIPT NO. 10261

SUBJECT TO: SEE ATTACHED EXHIBIT "A".

JUN 18 1992

KIRKE SIEVERS, Snohomish County Treasurer
By Nancy Salo
Deputy

Dated this 09 day of June, 1992

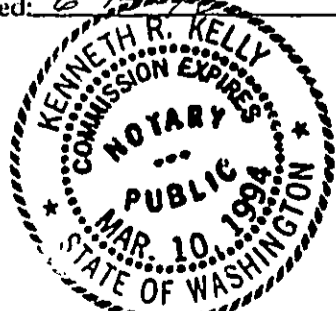
By Jeffrey R. Malone JEFFREY R. MALONE

By Susan M. Malone SUSAN M. MALONE

STATE OF WASHINGTON }
COUNTY OF SNOHOMISH } ss

I certify that I know or have satisfactory evidence that JEFFREY R. MALONE AND SUSAN M. MALONE are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 6-15-92



Kenneth R. Kelly
Notary Public in and for the State of WASHINGTON
Residing at SEATTLE
My appointment expires: 3-10-94

2006180410

ESCROW NO: 3777

EXHIBIT "A"
SUBJECT TO: RIGHT OF THE PUBLIC TO MAKE NECESSARY SLOPES FOR CUTS OR FILLS UPON SAID PREMISES IN THE REASONABLE GRADING OF STREETS, AVENUES, ALLEYS AND ROADS AS DEDICATED IN THE PLAT.

RIGHT TO CONTINUE TO DRAIN ROADS AND WAYS OVER AND ACROSS ANY LOT OR LOTS, WHERE WATER MIGHT TAKE A NATURAL COURSE, IN THE ORIGINAL REASONABLE GRADING OF THE ROADS AND WAYS SHOWN ON THE PLAT RECORDED IN VOLUME 20, PAGE(S) 2, OF THE RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

RESTRICTIONS CONTAINED IN DECLARATION OF PROTECTIVE RESTRICTIONS RECORDED ON AUGUST 2, 1961 UNDER RECORDING NUMBER 1475499.

9206180410

VOL. 2586 PAGE 2039

WHEN RECORDED MAIL TO:
ANCHOR LOANS, LP
ONE BAXTER WAY, STE. 220
THOUSAND OAKS, CA 91362
818-867-2054 / 310-395-0010

ASSIGNMENT DEED OF TRUST

Ref AL: 980352
Property Address: 4407 84TH STREET NORTHEAST, MARYSVILLE, WA 98270
Parcel Number: 300521-001-052-00

For value received, ANCHOR ASSETS XVIII, a California Limited Liability Company ("Assignor"), having an address of One Baxter Way, Ste. 220, Thousand Oaks, CA 91362, the undersigned holder, hereby grants, sells, assigns, conveys and transfers, without recourse to ANCHOR LOANS, LP, a Delaware Limited Partnership ("Assignee"), having an address of One Baxter Way, Ste. 220, Thousand Oaks, CA 91362 all of its right, title and interest under that certain security instrument ("Security Instrument") dated July 11, 2024, executed by MSR-FUSCANY WOODS LLC, a Washington Limited Liability Company, to ANCHOR LOANS, LP, A DELAWARE LIMITED PARTNERSHIP, and given to secure payment of \$1,680,000.00, recorded as Instrument Number (202407150123) on 15th day of July, 2024 of official records in SNOHOMISH County, WA, describing land there as:

THE EAST 250 FEET OF THE WEST 454.48 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 30 NORTH, RANGE 05 EAST; LESS THE SOUTH 20 FEET FOR ROAD; LESS THE NORTH 220 FEET OF THE SOUTH 240 FEET OF THE WEST 150 FEET OF THE EAST 250 FEET OF THE WEST 454.48 FEET; LESS THAT PORTION DEEDED TO SNOHOMISH COUNTY FOR ROAD;

ALSO EXCEPT ANY PORTION LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY:

COMMENCING AT THE NORTHEAST CORNER OF THE WEST 454.48 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 01°14'56" EAST ALONG THE EAST LINE OF SAID WEST 454.48 FEET OF SAID SUBDIVISION 70.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°14'56" EAST ALONG SAID EAST LINE 293.11 FEET TO A NON-TANGENT CURVE; THENCE WESTERLY AND NORTHERLY ALONG SAID CURVE THAT HAS A RADIAL CENTER WHICH BEARS NORTH 13°13'43" EAST 40 FEET, THROUGH A CENTRAL ANGLE OF 75°31'21" AN ARC DISTANCE OF 52.72 FEET TO THE EAST LINE OF THE WEST 424.48 FEET OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 01°14'56" WEST ALONG SAID EAST LINE 182.97 FEET TO A CURVE TO THE RIGHT, THENCE NORTHERLY AND EASTERLY ALONG SAID CURVE THAT HAS A RADIAL CENTER WHICH BEARS NORTH 88°45'04" EAST 100 FEET THROUGH A CENTRAL ANGLE OF 45°34'23" A DISTANCE OF 79.54 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE NORTHEAST CORNER OF THE WEST 454.48 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER THENCE SOUTH 01°14'56" EAST ALONG THE EAST LINE OF SAID WEST 454.48 FEET 70.01 FEET TO A NON-TANGENT

CURVE; THENCE NORTHERLY ALONG SAID CURVE THAT HAS A RADIAL CENTER WHICH BEARS NORTH 45°40'00" WEST, 100 FEET THROUGH A CENTRAL ANGLE OF 44°25'42" AN ARC DISTANCE OF 77.54 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 89°54'18" WEST ALONG SAID NORTH LINE 30 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH the Note(s) or other Obligation therein described, and the money due and to grow due thereon, with interest, and all rights accrued or to accrue under such Security Instrument.

TO HAVE AND TO HOLD the same unto the said Assignee, its successors and assigns, forever, subject only to all the provisions contained in said Security Instrument and the Note or other Obligation. AND, the said Assignor hereby constitutes and appoints the Assignee as the Assignor's true and lawful attorney, irrevocable in law or in equity, in the Assignor's name, place and stead but at the Assignee's cost and expenses, to have, use and take all lawful ways and means for the recovery of all the said money and interest; and in case of payment, to discharge the same as fully as the Assignor might or could do if these presents were not made.

AND the Assignor covenants that there is now and owing the said Note or other Obligation secured thereby, and there are no set-offs, counterclaims or defenses against the same, in-law or equity, nor have there been any modifications or other changes in the original terms thereof, other than as stated herein.

In reference herein to any parties, use of any particular gender or the plural or singular name is intended to include the appropriate gender or number as the text of the within instrument may require.

IN WITNESS WHEREOF, the said Assignor has hereunto set its hand and seal or caused these presents to be signed by its proper officers and its seal, if any, to be hereto affixed this 10th day of September, 2024.

ANCHOR ASSETS XVIII, a California Limited Liability Company

By: *Joshua Donaghy*
Joshua Donaghy

Authorized Representative of Lighthouse Management, LLC, a California Limited Liability Company and Manager for Anchor Assets XVIII.

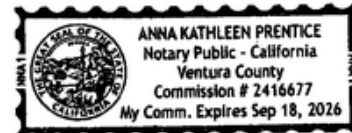
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF VENTURA

On SEP 10 2024, before me, Anna Kathleen Prentice notary public personally appeared Joshua Donaghy

(This area for official notary seal)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal,

Anna Kathleen Prentice
Notary Public commissioned for said County and State

PREPARED BY:
ANCHOR LOANS, L.P.
ONE BAXTER WAY, STE. 220
THOUSAND OAKS, CA 91362

202407150123

DEED OF TRUST

Rec: \$927.50

7/15/2024 10:05 AM 1 of 17

SNOHOMISH COUNTY, WA

Electronically Recorded

When recorded return to:

ANCHOR LOANS, LP
ONE BAXTER WAY
SUITE 220
THOUSAND OAKS, CA 91362

**DEED OF TRUST,
ASSIGNMENT OF RENTS,
SECURITY AGREEMENT AND FIXTURE FILING
(WASHINGTON)**

Chicago Title
500132153

Grantor(s)/Borrower(s): MSR TUSCANY WOODS LLC, a Washington limited liability company
Grantee/Beneficiary: ANCHOR LOANS, LP, a Delaware limited partnership, Beneficiary
CHICAGO TITLE COMPANY OF WASHINGTON, a Washington corporation, Trustee
Legal Description
Abbreviated: PTN NE 1/4, SEC 21-30-05E, W.M., SNOHOMISH COUNTY, WA
Additional legal description is on Exhibit "A", page A-1 of this document.
Assessor's Tax Parcel ID #: 300521-001-052-00

**DEED OF TRUST,
ASSIGNMENT OF RENTS,
SECURITY AGREEMENT AND FIXTURE FILING
(WASHINGTON)**

I. THIS DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Instrument") is dated as of July 11, 2024, and is given by MSR TUSCANY WOODS LLC, a Washington limited liability company, whose address is 18323 Bothell Everett Hwy, Suite 310, Bothell, WA 98012, as grantor ("Borrower"), to CHICAGO TITLE COMPANY OF WASHINGTON, a Washington corporation, as trustee ("Trustee"), for the benefit of ANCHOR LOANS, LP, a Delaware limited partnership, whose address is ONE BAXTER WAY, SUITE 220, THOUSAND OAKS, CA 91362, as beneficiary ("Lender").

II. Borrower in consideration of the indebtedness and the trust created by this Instrument, irrevocably grants, conveys and assigns to Trustee, in trust, with power of sale, the Mortgaged Property, including the Land located in Snohomish County, State of Washington and described in Exhibit "A" attached to this Instrument.

III. TO SECURE TO LENDER the repayment of the indebtedness evidenced by Borrower's Promissory Note payable to Lender, dated as of the date of this Instrument, and maturing on the earlier of (i) May 1, 2025, and (ii) the date on which the unpaid principal balance of the Note becomes due and payable by acceleration or otherwise pursuant to the Loan Documents or the exercise by Lender of any right or remedy under any Loan Document (the "Maturity Date"), in the principal amount of ONE MILLION SIX HUNDRED EIGHTY THOUSAND AND 00/100 DOLLARS (US \$1,680,000.00), and all renewals, extensions and modifications of the indebtedness, and the performance of the covenants and agreements of Borrower contained in the Loan Documents (other than the Environmental Indemnity and any guaranty). The Maturity Date of the Note is subject to extension, upon the terms and conditions set forth in the Note.

IV. Borrower states that Borrower is lawfully seized of the Mortgaged Property and has the right, power and authority to grant, convey and assign the Mortgaged Property, and that the Mortgaged Property is unencumbered, except as shown on the Schedule of Title Exceptions. Borrower covenants that Borrower will warrant and defend generally the title to the Mortgaged Property against all claims and demands, subject to any easements and restrictions listed in the Schedule of Title Exceptions.

Covenants. In consideration of the mutual promises set forth in this Instrument, Borrower and Lender, covenant and agree as follows:

A. **DEFINITIONS.** The following terms, when used in this Instrument (including when used in the above recitals), shall have the following meanings, and any capitalized term not specifically defined in this Instrument shall have the meaning ascribed to that term in the Loan Agreement:

"Assignment" means, collectively, the provisions of sections C and D of this Instrument relating to the assignment of rents and leases affecting the Mortgaged Property.

"Attorneys' Fees and Costs" means (a) fees and out-of-pocket costs of Lender's and Loan Servicer's attorneys, as applicable (whether or not any lawsuit or other proceeding is instituted), including costs of Lender's and Loan Servicer's allocable costs of in-house counsel, support staff costs, costs of preparing for litigation, computerized research, telephone and facsimile transmission expenses, mileage, deposition costs, postage, duplicating, process service, videotaping and similar costs and expenses; (b) costs and fees of expert witnesses, including

appraisers; and (c) investigatory fees. As used in this Instrument and in the Note, "Attorneys' Fees and Costs" shall include those awarded by an appellate court.

"Borrower" means all Persons identified as "Borrower" in Recital J of this Instrument, together with their successors and permitted assigns.

"Collateral Agreement" has the definition given such term in the Loan Agreement.

"Environmental Indemnity" means that certain Environmental Indemnity Agreement dated the same date as this Instrument, executed by Borrower, as Indemnitor, in favor of Lender, as Indemnitee.

"Fixtures" means all property owned by Borrower which is so attached to the Land or the Improvements as to constitute a fixture under applicable law, including: machinery, equipment, engines, boilers, incinerators, installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air, or light; antennas, cable, wiring and conduits used in connection with radio, television, security, fire prevention, or fire detection or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers and other appliances; light fixtures, awnings, storm windows and storm doors; pictures, screens, blinds, shades, curtains and curtain rods; mirrors; cabinets, paneling, rugs and floor and wall coverings; fences, trees and plants; swimming pools; and exercise equipment.

"Governmental Authority" means the government of the United States, any state or other political subdivision thereof, and any Person exercising executive, legislative, judicial, regulatory, or administrative functions of or pertaining to such government, in each case that has or acquires jurisdiction over the Mortgaged Property or the use, operation or improvement of the Mortgaged Property or over Borrower.

"Hazardous Materials" means petroleum and petroleum products and compounds containing them, including gasoline, diesel fuel and oil; explosives; flammable materials; radioactive materials; polychlorinated biphenyls and compounds containing them; lead and lead-based paint; asbestos or asbestos-containing materials in any form that is or could become friable; underground or above-ground storage tanks, whether empty or containing any substance; any substance the presence of which on the Mortgaged Property is prohibited by any Governmental Authority; any substance that requires special handling; and any other material or substance now or in the future defined as a "hazardous substance," "hazardous material," "hazardous waste," "toxic substance," "toxic pollutant," "contaminant," or "pollutant" within the meaning of any Hazardous Materials Law.

"Hazardous Materials Laws" means all federal, state, and local laws, ordinances and regulations and standards, rules, policies and other governmental requirements, administrative rulings and court judgments and decrees in effect now or in the future and including all amendments, that relate to Hazardous Materials or the protection of human health or the environment and apply to Borrower or to the Mortgaged Property. Hazardous Materials Laws include, but are not limited to, the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 *et seq.*, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, *et seq.*, as amended by the Superfund Amendments Reauthorization Act of 1986, the Materials Transportation Act, 49 U.S.C. Section 1801 *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, *et seq.*, the Toxic Substance Control Act, 15 U.S.C. Section 2601, *et seq.*, the Clean Water Act, 33 U.S.C. Section 1251, *et seq.*, the Emergency Planning and Community Right-to-Know Act of 1986, as amended, the Solid Waste Disposal Act, as amended, the Clean Air Act, as amended, the Safe Drinking Water Act, as amended, the Occupational Safety and Health Act, as amended, the Washington Model Toxics Control Act, RCW Chapter 70.105(d), the Washington

Underground Petroleum Storage Tanks Act, RCW Chapter 70.148, and the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101, and their state analogs.

"Improvements" means the buildings, structures, improvements, and alterations now constructed or at any time in the future constructed or placed upon the Land, including any future replacements and additions.

"Indebtedness" means the principal of, interest on, and all other amounts due at any time under, the Note, the Loan Agreement, this Instrument or any other Loan Document (other than the Environmental Indemnity and any guaranty), including late charges, default interest, and advances to protect the security of this Instrument under section G of this Instrument or any other applicable provision of the Loan Agreement, this Instrument or any other Loan Document or as permitted by law.

"Land" means the land described in Exhibit "A".

"Leases" means all present and future leases, subleases, licenses, concessions or grants or other possessory interests now or hereafter in force, whether oral or written, covering or affecting the Mortgaged Property, or any portion of the Mortgaged Property, and all modifications, extensions or renewals.

"Lender" means the Person or Persons identified as "Lender" in Recital I of this Instrument, or any subsequent holder of the Note.

"Loan" means the loan evidenced by the Note and secured by this Instrument.

"Loan Agreement" means the Loan Agreement executed by Borrower and Lender and dated as of the date of this Instrument, as such agreement may be amended from time to time.

"Loan Documents" means the Note, this Instrument, the Assignment, the Loan Agreement, the Environmental Indemnity, all guaranties, all indemnity agreements, all Collateral Agreements, O&M Plans, and any other documents now or in the future executed by Borrower, any Guarantor or any other Person in connection with the Loan, as such documents may be amended from time to time.

"Loan Servicer" means the Person or Persons that from time to time is designated by Lender to collect payments and deposits and receive notices under the Note, this Instrument and any other Loan Document, and otherwise to service the Loan for the benefit of Lender. Unless otherwise specified in section B of the Note, or unless Borrower receives notice to the contrary, the Loan Servicer means the Person or Persons identified as "Lender" in Recital I of this Instrument.

"Mortgaged Property" means all of Borrower's present and future right, title and interest in and to all of the following: (1) the Land; (2) the Improvements; (3) the Fixtures; (4) the Personalty; (5) all current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, easements, tenements, rights-of-way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses, and appurtenances related to or benefiting the Land or the Improvements, or both, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated; (6) all proceeds paid or to be paid by any insurer of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property, whether or not Borrower obtained the insurance pursuant to Lender's requirement; (7) all awards, payments and other compensation made or to be made by any Governmental Authority with respect to the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property, including any awards or settlements resulting from condemnation proceedings or the total or partial taking of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof; (8) all contracts, options and other agreements for the sale of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property entered into by Borrower now or in the future, including cash or securities deposited to secure performance by parties of their obligations; (9) all proceeds from the conversion, voluntary

or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds; (10) all Rents and Leases; (11) all earnings, royalties, accounts receivable, issues and profits from the Land, the Improvements or any other part of the Mortgaged Property, and all undisbursed proceeds of the Loan; (12) all funds on deposit pursuant to any separate agreement between Borrower and Lender (including, without limitation, all Imposition Deposits) for the purpose of establishing replacement reserves for the Mortgaged Property, to fund any water and sewer charges, premiums for fire or other hazard insurance, rent loss insurance or other insurance required by Lender, taxes, assessments, vault rentals, or other charges or expenses required by Lender to protect the Mortgaged Property, establishing a fund to assure the completion of repairs or improvements specified in that agreement, or assuring reduction of the outstanding principal balance of the Indebtedness if the occupancy of or income from the Mortgaged Property does not increase to a level specified in that agreement, or any other agreement or agreements between Borrower and Lender which provide for the establishment of any other fund, reserve or account; (13) all refunds or rebates of Impositions by any Governmental Authority or insurance company (other than refunds applicable to periods before the real property tax year in which this Instrument is dated); (14) all tenant security deposits which have not been forfeited by any tenant under any Lease and any bond or other security in lieu of such deposits; and (15) all names under or by which any of the above Mortgaged Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Mortgaged Property.

"Mortgaged Property UCC Collateral" means any of the Mortgaged Property which, under applicable law, may be subjected to a security interest under the Uniform Commercial Code, whether such Mortgaged Property is owned now or acquired in the future, and all products and cash and non-cash proceeds thereof.

"Note" means the Promissory Note described in Recital III of this Instrument, including all schedules, riders, allonges and addenda, as such Promissory Note may be amended from time to time.

"Person" means any natural person, sole proprietorship, corporation, general partnership, limited partnership, limited liability company, limited liability partnership, limited liability limited partnership, joint venture, association, joint stock company, bank, trust, estate, unincorporated organization, any Governmental Authority, endowment fund or any other form of entity.

"Personalty" means all: (1) accounts (including deposit accounts); (2) equipment and inventory owned by Borrower which are used now or in the future in connection with the ownership, management or operation of the Land or the Improvements or are located on the Land or in the Improvements, including furniture, furnishings, machinery, building materials, appliances, goods, supplies, tools, books, records (whether in written or electronic form), computer equipment (hardware and software); (3) other tangible personal property (other than Fixtures) which are used now or in the future in connection with the ownership, management or operation of the Land or the Improvements or are located on the Land or in the Improvements; (4) any operating agreements relating to the Land or the Improvements; (5) any surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Land or the Improvements; (6) all other intangible property and rights relating to the operation of, or used in connection with, the Land or the Improvements, including all governmental permits relating to any activities on the Land or the Improvements and including subsidy or similar payments received from any sources, including a Governmental Authority; and (7) any rights of Borrower in or under letters of credit.

"Property Jurisdiction" means the jurisdiction in which the Land is located.

"Rents" means all rents, revenues and other income of the Land or the Improvements, whether now due, past due, or to become due, and deposits forfeited by tenants.

"Schedule of Title Exceptions" means title exceptions approved by Lender and shown in the schedule of exceptions to coverage in the title policy issued to Lender contemporaneously with the recordation of this Instrument and insuring Lender's interest in the Mortgaged Property.

"Taxes" means all taxes, assessments, vault rentals and other charges, if any, general, special or otherwise, including all assessments for schools, public betterments and general or local improvements, which are levied, assessed or imposed by any public authority or quasi-public authority, and which, if not paid, will become a lien, on the Land or the Improvements.

"Uniform Commercial Code" or "UCC" means the Uniform Commercial Code as in effect in the Property Jurisdiction; *provided* that, to the extent perfection or the effect of perfection or non-perfection or the priority of any security interest in any collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the Property Jurisdiction, **"Uniform Commercial Code" or "UCC"** means the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority.

B. UNIFORM COMMERCIAL CODE SECURITY AGREEMENT. This Instrument is also a security agreement under the Uniform Commercial Code for the Mortgaged Property UCC Collateral, and Borrower, as debtor, hereby grants to Lender, as secured party, a security interest in the Mortgaged Property UCC Collateral. Borrower hereby authorizes Lender to prepare and file financing statements, continuation statements and financing statement amendments in such form as Lender may require to perfect or continue the perfection of this security interest and Borrower agrees, if Lender so requests, to execute and deliver to Lender such financing statements, continuation statements and amendments. Without limiting the generality of the foregoing, Borrower authorizes Lender to file any financing statement that describes the collateral as "all assets" of Borrower, or words to similar effect. Borrower shall pay all filing costs and all costs and expenses of any record searches for financing statements and/or amendments that Lender may require. Without the prior written consent of Lender, Borrower shall not create or permit to exist any other lien or security interest in any of the Mortgaged Property UCC Collateral. Unless Borrower gives notice to Lender within 30 days after the occurrence of any of the following, and executes and delivers to Lender modifications or supplements of this Instrument (and any financing statement which may be filed in connection with this Instrument) as Lender may require, Borrower shall not (a) change its name, identity, structure or jurisdiction of organization; (b) change the location of its place of business (or chief executive office if more than one place of business); or (c) add to or change any location at which any of the Mortgaged Property UCC Collateral is stored, held or located. If an Event of Default has occurred, Lender shall have the remedies of a secured party under the Uniform Commercial Code, in addition to all remedies provided by this Instrument or existing under applicable law. In exercising any remedies, Lender may exercise its remedies against the Mortgaged Property UCC Collateral separately or together, and in any order, without in any way affecting the availability of Lender's other remedies. This Instrument constitutes a financing statement with respect to any part of the Mortgaged Property that is or may become a Fixture, if permitted by applicable law.

C. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.

C.1. As part of the consideration for the indebtedness, Borrower absolutely and unconditionally assigns and transfers to Lender all Rents. It is the intention of Borrower to establish a present, absolute and irrevocable transfer and assignment to Lender of all Rents and to authorize and empower Lender to collect and receive all Rents without the necessity of further action on the part of Borrower. Promptly upon request by Lender, Borrower agrees to execute and deliver such further assignments as Lender may from time to time require. Borrower and Lender intend this assignment of Rents to be immediately effective and to constitute an absolute present assignment and not an assignment for additional security only. For purposes of giving effect to this absolute assignment of Rents, and for no other purpose, Rents shall not be deemed to be a part of the "Mortgaged Property" as that term is defined in

section A above. However, if this present, absolute and unconditional assignment of Rents is not enforceable by its terms under the laws of the Property Jurisdiction, then the Rents shall be included as a part of the Mortgaged Property and it is the intention of Borrower that in this circumstance this Instrument create and perfect a lien on Rents in favor of Lender, which lien shall be effective as of the date of this Instrument.

C.2. After the occurrence of an Event of Default, Borrower authorizes Lender to collect, sue for and compromise Rents and directs each tenant of the Mortgaged Property to pay all Rents to, or as directed by, Lender. However, until the occurrence of an Event of Default, Lender hereby grants to Borrower a revocable license to collect and receive all Rents, to hold all Rents in trust for the benefit of Lender and to apply all Rents to pay the installments of interest and principal then due and payable under the Note and the other amounts then due and payable under the other Loan Documents, including Imposition Deposits, and to pay the current costs and expenses of managing, operating and maintaining the Mortgaged Property, including utilities, Taxes and insurance premiums (to the extent not included in Imposition Deposits), tenant improvements and other capital expenditures. So long as no Event of Default has occurred, the Rents remaining after application pursuant to the preceding sentence may be retained by Borrower free and clear of, and released from, Lender's rights with respect to Rents under this Instrument. From and after the occurrence of an Event of Default, and without the necessity of Lender entering upon and taking and maintaining control of the Mortgaged Property directly, or by a receiver, Borrower's license to collect Rents shall automatically terminate and Lender shall without notice be entitled to all Rents as they become due and payable, including Rents then due and unpaid. Borrower shall pay to Lender upon demand all Rents to which Lender is entitled. At any time on or after the date of Lender's demand for Rents, Lender may give, and Borrower hereby irrevocably authorizes Lender to give, notice to all tenants of the Mortgaged Property instructing them to pay all Rents to Lender, no tenant shall be obligated to inquire further as to the occurrence or continuance of an Event of Default, and no tenant shall be obligated to pay to Borrower any amounts which are actually paid to Lender in response to such a notice. Any such notice by Lender shall be delivered to each tenant personally, by mail or by delivering such demand to each rental unit. Borrower shall not interfere with and shall cooperate with Lender's collection of such Rents. Lender shall be permitted to apply all Rents received in any manner Lender deems appropriate.

C.3. Borrower states that Borrower has not executed any prior assignment of Rents (other than an assignment of Rents securing indebtedness that will be paid off and discharged with the proceeds of the Loan), that Borrower has not performed, and Borrower covenants and agrees that it will not perform, any acts and has not executed, and shall not execute, any instrument which would prevent Lender from exercising its rights under this section C, and that at the time of execution of this Instrument there has been no anticipation or prepayment of any Rents for more than two (2) months prior to the due dates of such Rents. Borrower shall not collect or accept payment of any Rents more than two (2) months prior to the due dates of such Rents.

D. ASSIGNMENT OF LEASES; LEASES AFFECTING THE MORTGAGED PROPERTY.

D.1. As part of the consideration for the Indebtedness, Borrower absolutely and unconditionally assigns and transfers to Lender all of Borrower's right, title and interest in, to and under the Leases, including Borrower's right, power and authority to modify the terms of any such Lease, or extend or terminate any such Lease. It is the intention of Borrower to establish a present, absolute and irrevocable transfer and assignment to Lender of all of Borrower's right, title and interest in, to and under the Leases. Borrower and Lender intend this assignment of the Leases to be immediately effective and to constitute an absolute present assignment and not an assignment for additional security only. For purposes of giving effect to this absolute assignment of the Leases, and for no other purpose, the Leases shall not be deemed to be a part of the "Mortgaged Property" as that term is defined in section A above. However, if this present, absolute and unconditional assignment of the Leases is not enforceable by its terms under the laws of the Property Jurisdiction, then the Leases shall be included as a part of the Mortgaged Property and it is

the intention of Borrower that in this circumstance this Instrument create and perfect a lien on the Leases in favor of Lender, which lien shall be effective as of the date of this Instrument.

D.2. Until Lender gives notice to Borrower of Lender's exercise of its rights under this section D, Borrower shall have all rights, power and authority granted to Borrower under any Lease (except as otherwise limited by this section D or any other provision of this Instrument), including the right, power and authority to modify the terms of any Lease or extend or terminate any Lease. Upon the occurrence of an Event of Default, the permission given to Borrower pursuant to the preceding sentence to exercise all rights, power and authority under Leases shall automatically terminate. Borrower shall comply with and observe Borrower's obligations under all Leases, including Borrower's obligations pertaining to the maintenance and disposition of tenant security deposits.

D.3. Borrower acknowledges and agrees that the exercise by Lender, either directly or by a receiver, of any of the rights conferred under this section D shall not be construed to make Lender a mortgagee-in-possession of the Mortgaged Property so long as Lender has not itself entered into actual possession of the Land and the Improvements. The acceptance by Lender of the assignment of the Leases pursuant to section D.1 above shall not at any time or in any event obligate Lender to take any action under this Instrument or to expend any money or to incur any expenses. Lender shall not be liable in any way for any injury or damage to person or property sustained by any Person in or about the Mortgaged Property. Prior to Lender's actual entry into and taking possession of the Mortgaged Property, Lender shall not (a) be obligated to perform any of the terms, covenants and conditions contained in any Lease (or otherwise have any obligation with respect to any Lease); (b) be obligated to appear in or defend any action or proceeding relating to the Lease or the Mortgaged Property; or (c) be responsible for the operation, control, care, management or repair of the Mortgaged Property or any portion of the Mortgaged Property. The execution of this Instrument by Borrower shall constitute conclusive evidence that all responsibility for the operation, control, care, management and repair of the Mortgaged Property is and shall be that of Borrower, prior to such actual entry and taking of possession.

D.4. Upon delivery of notice by Lender to Borrower of Lender's exercise of Lender's rights under this section D at any time after the occurrence of an Event of Default, and without the necessity of Lender entering upon and taking and maintaining control of the Mortgaged Property directly, by a receiver, or by any other manner or proceeding permitted by the laws of the Property Jurisdiction, Lender immediately shall have all rights, powers and authority granted to Borrower under any Lease, including the right, power and authority to modify the terms of any such Lease, or extend or terminate any such Lease.

D.5. Borrower shall, promptly upon Lender's request, deliver to Lender an executed copy of each Lease then in effect. All Leases shall be on forms approved by Lender, shall be for initial terms of at least six (6) months and not more than two (2) years, and shall not include options to purchase.

D.6. Borrower shall not receive or accept Rent under any Lease for more than two (2) months in advance.

E. PAYMENT OF INDEBTEDNESS; PERFORMANCE UNDER LOAN DOCUMENTS. Borrower shall pay the Indebtedness when due in accordance with the terms of the Note and the other Loan Documents and shall perform, observe and comply with all other provisions of the Note and the other Loan Documents.

F. APPLICATION OF PAYMENTS. If at any time Lender receives, from Borrower or otherwise, any amount applicable to the Indebtedness which is less than all amounts due and payable at such time, then Lender may apply that payment to amounts then due and payable in any manner and in any order determined by Lender, in Lender's discretion. Neither Lender's acceptance of an amount which is less than all amounts then due and payable nor Lender's application of such payment in the manner authorized shall constitute or be deemed to constitute either a waiver of the unpaid amounts or an accord and satisfaction. Notwithstanding the application of any such amount to the Indebtedness, Borrower's obligations under this Instrument and the Note shall remain unchanged.

G. PROTECTION OF LENDER'S SECURITY.

G.1. If Borrower fails to perform any of its obligations under this Instrument or any other Loan Document, or if any action or proceeding is commenced which purports to affect the Mortgaged Property, Lender's security or Lender's rights under this Instrument, including eminent domain, insolvency, code enforcement, civil or criminal forfeiture, enforcement of Hazardous Materials Laws, fraudulent conveyance or reorganizations or proceedings involving a bankrupt or decedent, then Lender at Lender's option may make such appearances, disburse such sums and take such actions as Lender reasonably deems necessary to perform such obligations of Borrower and to protect Lender's interest, including (a) payment of fees and out-of-pocket expenses of attorneys, accountants, inspectors and consultants, (b) entry upon the Mortgaged Property to make repairs or secure the Mortgaged Property, (c) procurement of the insurance required by section D.2 of the Loan Agreement (as outlined in section G.3 below), (d) payment of amounts which Borrower has failed to pay under sections D.1 and D.7 of the Loan Agreement, and (e) advances made by Lender to pay, satisfy or discharge any obligation of Borrower for the payment of money that is secured by a pre-existing mortgage, deed of trust or other lien encumbering the Mortgaged Property (a "Prior Lien").

G.2. Any amounts disbursed by Lender under this section G, or under any other provision of this Instrument that treats such disbursement as being made under this section G, shall be added to, and become part of, the principal component of the Indebtedness, shall be immediately due and payable and shall bear interest from the date of disbursement until paid at the "Default Rate", as defined in the Note.

G.3. Force Place Insurance Provision: In the event that (1) Borrower fails to procure and/or maintain all required insurance coverage(s) as set forth in sections D.1, D.2 and/or D.7 of the Loan Agreement, and/or (2) Borrower fails to pay the required insurance premiums for such required insurance coverage(s) at least thirty (30) days in advance of the date when such payments are due to be paid in compliance with the Loan Agreement, then (i) Lender may, but is not obligated to, procure such required insurance coverage(s), and (ii) Borrower shall pay to Lender during the term hereof, upon receipt of an invoice therefor, the premiums for any such required insurance coverage(s) obtained by Lender pursuant to this section.

(a) Lender is hereby authorized by Borrower to secure such required insurance coverage as provided in the preceding provisions of this section (1) without providing prior notice to Borrower, any contractor, or any other party, and (2) solely for the purpose of protecting Lender's interests in the Mortgaged Property and shall not be obligated to protect the interests of Borrower and/or any other party. Borrower also agrees to re-pay to Lender any and all amounts for such required insurance coverage(s) within 10 days of Borrower receiving an invoice for such charges from Lender. Borrower's failure to make such re-payment for any required insurance coverage(s) procured by Lender shall constitute an Event of Default at Lender's sole discretion.

(b) In addition, if any claim, event, or loss occurs during the policy period which will or may decrease the aggregate amount of any insurance coverage(s) available under any required policy(ies), then Borrower immediately shall secure additional coverage sufficient to provide total aggregate limits at least equal to the amount(s) set forth in sections D.1, D.2 and/or D.6 of the Loan Agreement on a going forward basis. Borrower represents and warrants that Borrower shall not commit any physical, intentional waste on the Mortgaged Property or intentionally take any actions that will invalidate any required insurance coverage(s) to be obtained and maintained on the Mortgaged Property pursuant to the Loan Documents.

G.4. Nothing in this section G shall require Lender to incur any expense or take any action.

H. EVENTS OF DEFAULT. An Event of Default under the Loan Agreement shall constitute an Event of Default under this Instrument.

I. REMEDIES CUMULATIVE. Each right and remedy provided in this Instrument is distinct from all other rights or remedies under this Instrument or any other Loan Document or afforded by applicable law, and each shall be cumulative and may be exercised concurrently, independently, or successively, in any order. Lender's exercise of any particular right or remedy will not in any way prevent Lender from exercising any other right or remedy available to Lender. Lender may exercise any such remedies from time to time and as often as Lender chooses.

J. WAIVER OF STATUTE OF LIMITATIONS, OFFSETS, AND COUNTERCLAIMS. Borrower hereby waives the right to assert any statute of limitations as a bar to the enforcement of the lien of this Instrument or to any action brought to enforce any Loan Document. Borrower hereby waives the right to assert a counterclaim, other than a compulsory counterclaim, in any action or proceeding brought against it by Lender or otherwise to offset any obligations to make the payments required by the Loan Documents. No failure by Lender to perform any of its obligations under this Instrument will be a valid defense to, or result in any offset against, any payments that Borrower is obligated to make under any of the Loan Documents.

K. WAIVER OF MARSHALING. Notwithstanding the existence of any other security interests in the Mortgaged Property held by Lender or by any other party, Lender shall have the right to determine the order in which any or all of the Mortgaged Property shall be subjected to the remedies provided in this Instrument, the Note, any other Loan Document or applicable law. Lender shall have the right to determine the order in which any or all portions of the Indebtedness are satisfied from the proceeds realized upon the exercise of such remedies. Borrower and any party who now or in the future acquires a security interest in the Mortgaged Property and who has actual or constructive notice of this Instrument waives any and all right to require the marshaling of assets or to require that any of the Mortgaged Property be sold in the inverse order of alienation or that any of the Mortgaged Property be sold in parcels or as an entirety in connection with the exercise of any of the remedies permitted by applicable law or provided in this Instrument.

L. FURTHER ASSURANCES. Borrower shall execute, acknowledge, and deliver, at its sole cost and expense, all further acts, deeds, conveyances, assignments, estoppel certificates, financing statements, transfers and assurances as Lender may require from time to time in order to better assure, grant, and convey to Lender the rights intended to be granted, now or in the future, to Lender under this Instrument and the Loan Documents.

M. GOVERNING LAW; CONSENT TO JURISDICTION AND VENUE.

M.1. This Instrument, and any Loan Document which does not itself expressly identify the law that is to apply to it, shall be governed by the laws of the Property Jurisdiction.

M.2. Borrower agrees that any controversy arising under or in relation to the Note, this Instrument, or any other Loan Document may be litigated in the Property Jurisdiction. The state and federal courts and authorities with jurisdiction in the Property Jurisdiction shall have non-exclusive jurisdiction over all controversies which shall arise under or in relation to the Note, any security for the Indebtedness, or any other Loan Document. Borrower irrevocably consents to service, jurisdiction, and venue of such courts for any such litigation and waives any other venue or defense to venue to which it might be entitled by virtue of domicile, habitual residence, inconvenient forum or otherwise.

N. NOTICE. Except as otherwise specified by the laws of the Property Jurisdiction, all notices, demands and other communications required or permitted to be given pursuant to this Instrument shall be given in accordance with section H.3 of the Loan Agreement.

O. SUCCESSORS AND ASSIGNS BOUND. This Instrument shall bind, and the rights granted by this Instrument shall inure to, the respective successors and permitted assigns of Lender and Borrower. However, a Transfer not permitted by section E.1 of the Loan Agreement shall constitute an Event of Default.

P. JOINT AND SEVERAL LIABILITY. If more than one Person signs this Instrument as Borrower, the obligations of such Persons under this Instrument, the Note and other Loan Documents shall be joint and several.

Q. RELATIONSHIP OF PARTIES; NO THIRD PARTY BENEFICIARY.

Q.1. The relationship between Lender and Borrower shall be solely that of creditor and debtor, respectively, and nothing contained in this Instrument shall create any other relationship between Lender and Borrower.

Q.2. No creditor of any party to this Instrument and no other Person shall be a third party beneficiary of this Instrument or any other Loan Document. Without limiting the generality of the preceding sentence, (a) any arrangement (a "Servicing Arrangement") between Lender and any Loan Servicer for loss sharing or interim advancement of funds shall constitute a contractual obligation of such Loan Servicer that is independent of the obligation of Borrower for the payment of the Indebtedness, (b) Borrower shall not be a third party beneficiary of any Servicing Arrangement, and (c) no payment by the Loan Servicer under any Servicing Arrangement will reduce the amount of the Indebtedness.

R. SEVERABILITY; ENTIRE AGREEMENT; AMENDMENTS. The parties intend that the provisions of this Instrument and all other Loan Documents shall be legally severable. If any term or provision of this Instrument, or any other Loan Document, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Instrument or of such other Loan Document shall not be affected thereby, and each term and provision shall be valid and be enforceable to the fullest extent permitted by law. This Instrument contains the entire agreement among the parties as to the rights granted and the obligations assumed in this Instrument. This Instrument may not be amended or modified except by a writing signed by the party against whom enforcement is sought.

S. CONSTRUCTION. The captions and headings of the Sections of this Instrument are for convenience only and shall be disregarded in construing this Instrument. Any reference in this Instrument to an "Exhibit" or a "Section" shall, unless otherwise explicitly provided, be construed as referring, respectively, to an Exhibit attached to this Instrument or to a Section of this Instrument. All Exhibits attached to or referred to in this Instrument are incorporated by reference into this Instrument. Any reference in this Instrument to a statute or regulation shall be construed as referring to that statute or regulation as amended from time to time. Use of the singular in this Instrument includes the plural and use of the plural includes the singular. As used in this Instrument, the term "including" means "including, but not limited to" and the term "includes" means "includes without limitation." The use of one gender includes the other gender, as the context may require. Unless the context requires otherwise, (1) any definition of or reference to any agreement, instrument or other document in this Instrument shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth in this Instrument or any other Loan Document), and (2) any reference in this Instrument to any Person shall be construed to include such Person's successors and permitted assigns.

T. SUBROGATION. If, and to the extent that, the proceeds of the Loan, or subsequent advances under section G above, are used to pay, satisfy or discharge a Prior Lien, such Loan proceeds or advances shall be deemed to have been advanced by Lender at Borrower's request, and Lender shall automatically, and without further action on its part, be subrogated to the rights, including lien priority, of the owner or holder of the obligation secured by the Prior Lien, whether or not the Prior Lien is released.

U. BUSINESS PURPOSE. Borrower acknowledges and agrees that the Loan is for business purposes and not for personal, family or household purposes.

V. ACCELERATION; REMEDIES.

V.1. At any time during the existence of an Event of Default, Lender, at Lender's option, may declare the Indebtedness to be immediately due and payable without further demand. After giving Borrower notice of the occurrence of an Event of Default in the manner prescribed by Washington law, Lender may invoke the power of sale and any other remedies permitted by Washington law or provided in this Instrument, the Loan Agreement or any other Loan Document. Borrower acknowledges that the power of sale granted in this Instrument may be exercised by Lender without prior judicial hearing. Borrower has the right to bring an action to assert that an Event of Default does not exist or to raise any other defense Borrower may have to acceleration and sale. Lender shall be entitled to collect all costs and expenses incurred in pursuing such remedies, including Attorneys' Fees and Costs, and costs of documentary evidence, abstracts and title reports.

V.2. If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of the Event of Default and of Lender's election to cause the Mortgaged Property to be sold. Trustee and Lender shall give such notices as Washington law may require to Borrower and to all other Persons entitled to receive notice under Washington law. After the lapse of such time as may be required by Washington law, Trustee shall sell the Mortgaged Property according to Washington law. Trustee may sell the Mortgaged Property at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone the sale of all or any part of the Mortgaged Property for a period or periods not exceeding a total of 30 days by public announcement at the time and place fixed in the notice of sale. Lender or Lender's designee may purchase the Mortgaged Property at any sale.

V.3. Within a reasonable time after the sale, Trustee shall deliver to the purchaser at the sale, a deed conveying the Mortgaged Property so sold without any covenant or warranty, express or implied. The recitals in Trustee's deed shall be prima facie evidence of the truth of the statements made in the recitals. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including Trustee's fees not to exceed 5% of the gross sales price, Attorneys' Fees and Costs and costs of title evidence; (b) to the Indebtedness in such order as Lender, in Lender's discretion, directs; and (c) the excess, if any, to the clerk of the superior court of the county in which the sale took place.

W. FIXTURE FILING. This Instrument is also a fixture filing under the Uniform Commercial Code of Washington.

X. WAIVER OF HOMESTEAD. If applicable, Borrower hereby releases, relinquishes and waives, to the fullest extent allowed by law, all rights and benefits, if any, under and by virtue of homestead exemption laws.

Y. RECONVEYANCE. Upon payment of the Indebtedness, Lender shall request Trustee to reconvey the Mortgaged Property and shall deliver this Instrument and the Note to Trustee. Trustee shall reconvey the Mortgaged Property without warranty to the Person or Persons legally entitled thereto. Such Person or Persons shall pay Trustee's reasonable costs incurred in so reconveying the Mortgaged Property.

Z. SUBSTITUTE TRUSTEE. In accordance with Washington law, Lender may from time to time appoint a successor trustee to any Trustee appointed under this Instrument who has ceased to act. Without conveyance of the Mortgaged Property, the successor trustee shall succeed to all the title, power and duties conferred upon the predecessor Trustee and by applicable law.

AA. USE OF PROPERTY. The Mortgaged Property is not used principally for agricultural or farming purposes.

BB. INTERPRETATION. It is the intention of Borrower and Lender that if any provision of this Instrument or any other Loan Document is capable of two (2) constructions, one of which would render the provision void, and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid. Borrower acknowledges that Lender has attempted in good faith to assure that this Instrument, the Note and all other Loan

Documents are in compliance with applicable laws of the Property Jurisdiction and federal laws. Nevertheless, in the event that any provision of this Instrument, the Note or any other Loan Document is not in compliance with any such laws, then the non-complying provision shall be deemed to be deleted or modified to the extent necessary to assure legal compliance. Similarly, in the event any language or disclosure required by applicable laws of the Property Jurisdiction is not contained in the Loan Documents, then the Loan Documents shall be deemed to have been supplemented to add such language or disclosure, or, at Lender's option, Lender may provide such additional language or disclosure. In either event, such legal requirement shall thereby be satisfied and such noncompliance shall be deemed to have been cured for all purposes. Within ten (10) days after written request by Lender, Borrower agrees to execute such documentation as Lender may require to cure any legal compliance issues or deficiencies in the Loan Documents.

CC. FUTURE ADVANCES. In addition to the Indebtedness, this Instrument shall (to the extent allowed by applicable law) also secure payment of the principal, interest and other charges due on all other future loans or advances made by Lender to Borrower (or any successor in interest to Borrower as the owner of all or any part of the Mortgaged Property) when the promissory note evidencing such loan or advance specifically states that it is secured by this Instrument ("**Future Advances**"), including all extensions, renewals and modifications of any such Future Advances.

DD. EXECUTION IN COUNTERPARTS. This Instrument may be executed in multiple counterparts, and the separate signature pages and notary acknowledgments may then be combined into a single original document for recordation.

EE. PAYMENT OF CLOSING COSTS. If for any reason the escrow or closing agent fails to reserve and pay for all of Lender's fees, legal, documentation, Appraisal, title, recording and other closing costs incurred in connection with the closing and funding of the Loan, then Borrower shall pay or reimburse Lender for any such unpaid fees or costs within ten (10) days after written demand by Lender itemizing the unpaid fees and costs. Failure of Borrower to so pay or reimburse Lender for any such unpaid fees and costs within ten (10) days after written demand by Lender shall constitute an Event of Default and, without limiting any other remedies of Lender, Lender may immediately institute the Default Rate under the Note until such amounts are received by Lender.

FF. BALLOON PAYMENT NOTICE. The Note secured hereby provides for a balloon payment of the entire Indebtedness upon the Maturity Date of the Note.

GG. NON-OWNER OCCUPIED PROPERTY. Throughout the term of the Loan, Borrower shall not occupy any portion of the Mortgaged Property in any manner. If Borrower is an entity other than a natural person, any persons with a direct or indirect ownership interest in Borrower shall not occupy any portion of the Mortgaged Property in any manner throughout the term of the Loan.

HH. DOCUMENT IMAGING. Lender shall be entitled, in its sole discretion, to image or make copies of all or any selection of the agreements, instruments, documents, items and records governing, arising from or relating to any of Borrower's loans, including, without limitation, this Instrument and the other Loan Documents, and Lender may destroy or archive the paper originals. Borrower waives (1) any right to insist or require that Lender produce paper originals, (2) agrees that such images shall be accorded the same force and effect as the paper originals, (3) agrees that Lender is entitled to use such images in lieu of destroyed or archived originals for any purpose, including as admissible evidence in any demand, presentment or other proceedings, and (4) further agrees that any executed facsimile (faxed), scanned, or other imaged copy of this Instrument or any other Loan Document shall be deemed to be of the same force and effect as the original manually executed document.

II. SCOPE OF SECURED OBLIGATIONS. For the avoidance of doubt, this Instrument secures only the Indebtedness and not any amounts due under the Environmental Indemnity or any guaranty.

JJ. WAIVER OF TRIAL BY JURY. BORROWER AND LENDER EACH (A) COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS INSTRUMENT OR THE RELATIONSHIP BETWEEN THE PARTIES AS BORROWER AND LENDER THAT IS TRIABLE OF RIGHT BY A JURY AND (B) WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

NOTICE: ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

ATTACHED EXHIBIT. The following Exhibit is attached to this Instrument:

Exhibit "A"	Description of the Land
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THIS DEED OF TRUST SECURES A FIXED RATE PROMISSORY NOTE. THIS DEED OF TRUST IS A FIRST DEED OF TRUST. NO FURTHER ENCUMBRANCES MAY BE RECORDED AGAINST THE MORTGAGED PROPERTY WITHOUT THE PRIOR WRITTEN CONSENT OF LENDER. FAILURE TO COMPLY WITH THIS PROVISION SHALL CONSTITUTE AN EVENT OF DEFAULT AND AT LENDER'S OPTION THE LOAN SHALL IMMEDIATELY BECOME DUE AND PAYABLE. CONSENT TO ONE FURTHER ENCUMBRANCE SHALL NOT BE DEEMED TO BE A WAIVER OF THE RIGHT TO REQUIRE SUCH CONSENT TO FUTURE OR SUCCESSIVE ENCUMBRANCES.

IN WITNESS WHEREOF, Borrower has signed and delivered this Instrument under seal (where applicable) or has caused this Instrument to be signed and delivered by its duly authorized representative under seal (where applicable). Where applicable law so provides or allows, Borrower intends that this Instrument shall be deemed to be signed and delivered as a sealed instrument.

SIGNATURE(S) ON FOLLOWING PAGE(S)

BORROWER:

**MSR TUSCANY WOODS LLC,
a Washington limited liability company**

By: T. Nethaji
**NETHAJI TUMMURU,
Manager**

(SEAL)

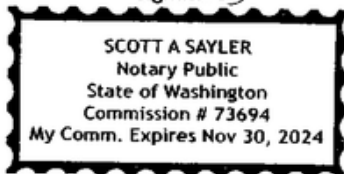
State of Washington

County of Snohomish

I certify that I know or have satisfactory evidence that **NETHAJI TUMMURU** is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as **Manager of MSR TUSCANY WOODS LLC, a Washington limited liability company**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: July 11, 2024

Scott A. Saylor
Signature



Scott A. Saylor Notary Public
Title

My appointment expires 11/30/24

EXHIBIT "A"
DESCRIPTION OF THE LAND

FIRST PROPERTY:

THE LAND REFERRED TO HEREIN IS SITUATED IN SNOHOMISH COUNTY, STATE OF WASHINGTON, AND IS DESCRIBED AS FOLLOWS:

THE EAST 250 FEET OF THE WEST 454.48 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 30 NORTH, RANGE 05 EAST; LESS THE SOUTH 20 FEET FOR ROAD; LESS THE NORTH 220 FEET OF THE SOUTH 240 FEET OF THE WEST 150 FEET OF THE EAST 250 FEET OF THE WEST 454.48 FEET; LESS THAT PORTION DEEDED TO SNOHOMISH COUNTY FOR ROAD;

ALSO EXCEPT ANY PORTION LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY:

COMMENCING AT THE NORTHEAST CORNER OF THE WEST 454.48 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 01°14'56" EAST ALONG THE EAST LINE OF SAID WEST 454.48 FEET OF SAID SUBDIVISION 70.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°14'56" EAST ALONG SAID EAST LINE 293.11 FEET TO A NON-TANGENT CURVE; THENCE WESTERLY AND NORTHERLY ALONG SAID CURVE THAT HAS A RADIAL CENTER WHICH BEARS NORTH 13°13'43" EAST 40 FEET, THROUGH A CENTRAL ANGLE OF 75°31'21" AN ARC DISTANCE OF 52.72 FEET TO THE EAST LINE OF THE WEST 424.48 FEET OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 01°14'56" WEST ALONG SAID EAST LINE 182.97 FEET TO A CURVE TO THE RIGHT, THENCE NORTHERLY AND EASTERLY ALONG SAID CURVE THAT HAS A RADIAL CENTER WHICH BEARS NORTH 88°45'04" EAST 100 FEET THROUGH A CENTRAL ANGLE OF 45°34'23" A DISTANCE OF 79.54 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE NORTHEAST CORNER OF THE WEST 454.48 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER THENCE SOUTH 01°14'56" EAST ALONG THE EAST LINE OF SAID WEST 454.48 FEET 70.01 FEET TO A NON-TANGENT CURVE; THENCE NORTHERLY ALONG SAID CURVE THAT HAS A RADIAL CENTER WHICH BEARS NORTH 45°40'00" WEST, 100 FEET THROUGH A CENTRAL ANGLE OF 44°25'42" AN ARC DISTANCE OF 77.54 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 89°54'18" WEST ALONG SAID NORTH LINE 30 FEET TO THE POINT OF BEGINNING;

APN: 300521-001-052-00

PROPERTY ADDRESS: 4407 84TH STREET NORTHEAST, MARYSVILLE, WA 98270

WHEN RECORDED MAIL TO:
ANCHOR ASSETS XVIII
ONE BAXTER WAY, STE. 220
THOUSAND OAKS, CA 91362
818-867-2054 / 310-395-0010

ASSIGNMENT DEED OF TRUST

Ref AL: 980352
Property Address: 4407 84TH STREET NORTHEAST, MARYSVILLE, WA 98270
Parcel Number: 300521-001-052-00

For value received, ANCHOR LOANS, LP, a Delaware Limited Partnership ("Assignor"), having an address of One Baxter Way, Ste. 220, Thousand Oaks, CA 91362, the undersigned holder, hereby grants, sells, assigns, conveys and transfers, without recourse to ANCHOR ASSETS XVIII, a California Limited Liability Company ("Assignee"), having an address of One Baxter Way, Ste. 220, Thousand Oaks, CA 91362 all of its right, title and interest under that certain security instrument ("Security Instrument") dated July 11, 2024, executed by MSR.TUSCANY WOODS LLC, a Washington Limited Liability Company, to ANCHOR LOANS, LP, A DELAWARE LIMITED PARTNERSHIP, and given to secure payment of \$1,680,000.00, recorded as Instrument Number (202407150123) on 15th day of July, 2024 of official records in SNOHOMISH County, WA, describing land there as:

THE EAST 250 FEET OF THE WEST 454.48 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 30 NORTH, RANGE 05 EAST; LESS THE SOUTH 20 FEET FOR ROAD; LESS THE NORTH 220 FEET OF THE SOUTH 240 FEET OF THE WEST 150 FEET OF THE EAST 250 FEET OF THE WEST 454.48 FEET; LESS THAT PORTION DEEDED TO SNOHOMISH COUNTY FOR ROAD;

ALSO EXCEPT ANY PORTION LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY:

COMMENCING AT THE NORTHEAST CORNER OF THE WEST 454.48 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 01°14'56" EAST ALONG THE EAST LINE OF SAID WEST 454.48 FEET OF SAID SUBDIVISION 70.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°14'56" EAST ALONG SAID EAST LINE 293.11 FEET TO A NON-TANGENT CURVE; THENCE WESTERLY AND NORTHERLY ALONG SAID CURVE THAT HAS A RADIAL CENTER WHICH BEARS NORTH 13°13'43" EAST 40 FEET, THROUGH A CENTRAL ANGLE OF 75°31'21" AN ARC DISTANCE OF 52.72 FEET TO THE EAST LINE OF THE WEST 424.48 FEET OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 01°14'56" WEST ALONG SAID EAST LINE 182.97 FEET TO A CURVE TO THE RIGHT; THENCE NORTHERLY AND EASTERLY ALONG SAID CURVE THAT HAS A RADIAL CENTER WHICH BEARS NORTH 88°45'04" EAST 100 FEET THROUGH A CENTRAL ANGLE OF 45°34'23" A DISTANCE OF 79.54 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE NORTHEAST CORNER OF THE WEST 454.48 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER THENCE SOUTH 01°14'56" EAST ALONG THE EAST LINE OF SAID WEST 454.48 FEET 70.01 FEET TO A NON-TANGENT

CURVE; THENCE NORTHERLY ALONG SAID CURVE THAT HAS A RADIAL CENTER WHICH BEARS NORTH 45°40'00" WEST, 100 FEET THROUGH A CENTRAL ANGLE OF 44°25'42" AN ARC DISTANCE OF 77.54 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 89°54'18" WEST ALONG SAID NORTH LINE 30 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH the Note(s) or other Obligation therein described, and the money due and to grow due thereon, with interest, and all rights accrued or to accrue under such Security Instrument.

TO HAVE AND TO HOLD the same unto the said Assignee, its successors and assigns, forever, subject only to all the provisions contained in said Security Instrument and the Note or other Obligation. AND, the said Assignor hereby constitutes and appoints the Assignee as the Assignor's true and lawful attorney, irrevocable in law or in equity, in the Assignor's name, place and stead but at the Assignee's cost and expenses, to have, use and take all lawful ways and means for the recovery of all the said money and interest; and in case of payment, to discharge the same as fully as the Assignor might or could do if these presents were not made.

AND the Assignor covenants that there is now and owing the said Note or other Obligation secured thereby, and there are no set-offs, counterclaims or defenses against the same, in law or equity, nor have there been any modifications or other changes in the original terms thereof, other than as stated herein.

In reference herein to any parties, use of any particular gender or the plural or singular name is intended to include the appropriate gender or number as the text of the within instrument may require.

IN WITNESS WHEREOF, the said Assignor has hereunto set its hand and seal or caused these presents to be signed by its proper officers and its seal, if any, to be hereto affixed this 10th day of September, 2024.

ANCHOR LOANS, LP, a Delaware Limited Partnership

By: *Joshua Donaghy*
Joshua Donaghy
Post Closing Manager

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF VENTURA

On SEP 10 2024, before me, Anna Kathleen Prentice notary public personally appeared Joshua Donaghy who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(This area for official notary seal)



I certify under PENALTY-OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal,

Anna Kathleen Prentice
Notary Public commissioned for said County and State

PREPARED BY:
ANCHOR LOANS, L.P.
ONE BAXTER WAY, STE. 220
THOUSAND OAKS, CA 91362

Return to Planning

29/8/88

DECLARATION OF SHORT SUBDIVISION AND OF COVENANTS

Known All Men By These Presents:

That we, the undersigned, having a real interest in the tract of land described by this declaration; and do hereby declare the herein described division of land approved as short plat number 2A 8812519 SP on the 18th day of May, 19 88, by the Department of Planning and Community Development of Snohomish County, subject to the following covenants and conditions:

1. That the land described by this Declaration may not be further subdivided in any manner by anyone within five (5) years of the above date of approval without a final plat, having been filed for record with the Auditor of Snohomish County, pursuant to the provisions of Ch. 58.17 RCW, and the resolutions of Snohomish County, and subject to the penalties attendant thereto.
2. That all subsequent deeds will contain provisions for private roads in the manner described herein.
3. Snohomish County has no obligation to build, improve, maintain or otherwise service the private roads contained within or providing service to this short subdivision.
4. That any private road will be subject to a utilities easement in favor of the grantor or his successor and of any electric, telephone, television cable, gas, water, or sewer company, public or private, or their permittees or assigns to install, construct, operate, maintain, alter, and repair their respective utilities, together with the right of ingress and egress for said purposes.
5. That with respect to any private road described by this Declaration whether it remains private or becomes a dedicated county road, there is the additional right to make all necessary slopes for cuts and fills, and the right to continue to drain said roads and ways over and across any lot or lots where the water might take a natural course upon reasonable grading pursuant to improvement for dedication of the roads and ways shown herein. Following reasonable grading pursuant to improvements for dedication of the roads and ways shown herein, no drainage waters on any lot or lots shall be diverted or blocked from their natural course so as to discharge upon any public road right-of-way or hamper proper road drainage.
6. That the legal description of the land herein subdivided into not more than four (4) parcels is attached hereto and incorporated by reference as though fully set out herein.
7. The sale or lease of less than a whole lot in this short subdivision is expressly prohibited except in compliance with the requirements of Title 19 or Title 20, S.C.C.
8. All landscaped areas in public rights-of-way shall be maintained by the owner and his successor(s) and may be reduced or eliminated by the County if deemed necessary for or detrimental to county road purposes.
9. That additional covenants, easements, and restrictions, if any, solely for the benefit of the grantor, his heirs, successors and assigns enforceable only by such persons, are attached hereto as exhibit(s) see 10 below and incorporated by reference as though fully set out herein.
10. No detailed drainage plan will be required at this time. It is waived pursuant to 24.12.200 SCC. Individual lots may require drainage review and comment based upon specific home site location. Care must be taken to address sheet flow and its impacts onto other neighboring lots and properties.

RECORDED BY SNOHOMISH COUNTY AUDITOR. DEAN V. WILLIAMS, COUNTY AUDITOR.

9205180463

BK2574PG0495

9205180463

RECORDED BY SNOHOMISH COUNTY AUDITOR. DEAN V. WILLIAMS, COUNTY AUDITOR.

That, but for the exception contained in paragraph (9) above, these covenants are for the mutual benefit of the grantor and his heirs, successors and assigns and are for the further purpose of compliance with the resolutions and regulations of Snohomish County and the county and such persons are specifically given the right to enforce these restrictions and reservations by injunction or other lawful procedure and to recover any damages resulting from such violation.

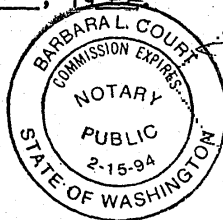
Dated this 19 day of May, 1992

[Signature]
(Grantor) [Signature]
(Grantor)
[Signature] _____
(Grantor) (Grantor)

State of Washington) ss.
County of Snohomish)

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

Given under my hand and official seal this 19 day of May, 1992.

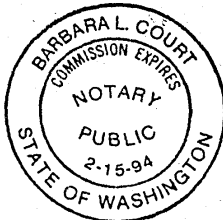


[Signature]
NOTARY PUBLIC in and for the state of Washington, residing in Tracyville

State of Washington) ss.
County of Snohomish)

On this day personally appeared before me Farel G. Jube and Nancy R. Jube to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed for the purposes therein mentioned.

Given under my hand and official seal this 19 day of May, 1992.



[Signature]
NOTARY PUBLIC in and for the state of Washington, residing in Tracyville
OK 2571 PG 04 96

SHORT PLATS
MAY 5 - 1992
SNOHOMISH COUNTY
9205180463

RECORDED BY SNOHOMISH COUNTY AUDITOR. DEAN V. WILLIAMS, COUNTY AUDITOR.

SHORT PLATS

MAY 1 - 1992

SNOHOMISH COUNTY

AGREEMENT FOR RECIPROCAL EASEMENTS FOR PRIVATE ROAD

THIS AGREEMENT FOR RECIPROCAL EASEMENTS FOR PRIVATE ROAD is made this date by ROBERT D. GRIMM ("GRIMM"), a single man, of Marysville, Washington, HARVIE R. JUBIE and JANET G. JUBIE, husband and wife ("JUBIES"), collectively referred to herein as "GRIMM/JUBIES", and JAMES E. WALKER and DIANE I. WALKER, husband and wife ("WALKERS"), of Marysville, Washington.

RECITALS

GRIMM/JUBIES and WALKERS are the owners of adjoining real property situated in Snohomish County, Washington, described respectively in Exhibits "A" (GRIMM/JUBIES) and "B" (WALKERS).

GRIMM/JUBIES and WALKERS desire to create reciprocal easements for a private road between their adjoining property for the benefit of each of them.

AGREEMENT

GRIMM/JUBIES and WALKERS agree as follows:

1. CONVEYANCE OF EASEMENT. GRIMM/JUBIES and WALKERS hereby grant and convey to the other a reciprocal easement for ingress, egress and utilities over, under and across their real property. The reciprocal easement is legally described in Exhibit "C".
2. PRIVATE ROAD. A private road has been constructed over the easement legally described in Exhibit "C". Each party shall have the right to use this private road to access their property. Each party agrees to cooperate with the other to convert this private road to a public road if deemed desirable by any party in the future.
3. EXPENSES TO BE SHARED. The parties agree to share the costs and expenses of maintaining the easement and private road in good repair in proportion to their frontage on the easement.
4. MAINTENANCE AND REPAIRS. The repairs and maintenance to be undertaken and performed under this agreement shall include reasonable and necessary filling of chuck-holes, resurfacing and other repair to the road surface. Any other additional repairs or maintenance deemed necessary and advisable, but not within the maintenance and repairs specified above, shall not be undertaken under this agreement, except with the express written consent of each of the parties and an assumption by each in writing of their proportionate share of financial liability for the cost of such additional repairs and maintenance.

AGREEMENT FOR RECIPROCAL EASEMENTS FOR PRIVATE ROAD

BK 2574 PG 04 97

9205180468

RECORDED BY SNOHOMISH COUNTY AUDITOR. DEAN V. WILLIAMS, COUNTY AUDITOR.

LEGAL DESCRIPTION

PARCEL A:

EXHIBIT "A"

SHORT PLATS

A PORTION OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M., SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: MAY 1 - 1992

BEGINNING AT THE CENTER OF SECTION 21, TOWNSHIP 30 NORTH, RANGE 5 EAST, THENCE NORTH 1°14'56" WEST ALONG THE NORTH AND SOUTH CENTERLINE OF SAID SECTION, 20 FEET TO THE NORTHERLY MARGIN OF THE COUNTY ROAD RIGHT OF WAY; THENCE NORTH 89°52' EAST ALONG SAID RIGHT OF WAY MARGIN FOR 454.48 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°52' EAST FOR 168.15 FEET; THENCE NORTH 1°09'47" WEST FOR 638.76 FEET TO AN INTERSECTION WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 21; THENCE SOUTH 89°54'45" WEST ALONG SAID NORTH LINE FOR 169.15 FEET; THENCE SOUTH 1°14'56" EAST FOR 638.90 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THE SOUTH 10.00 FEET;

AND EXCEPT THAT PORTION LYING SOUTH OF A LINE 180 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE ABOVE DESCRIBED PARCEL;

AND EXCEPT ANY PORTION THEREOF LYING WITHIN THE WEST 454.48 FEET OF SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 21;

AND ALSO EXCEPT ANY PORTION LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE NORTHEAST CORNER OF THE WEST 454.48 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M.; THENCE SOUTH 01°14'56" EAST ALONG THE EAST LINE OF SAID WEST 454.48 FEET OF SAID SUBDIVISION, A DISTANCE OF 70.01 FEET TO A NON-TANGENT CURVE TO THE LEFT; THENCE NORTHERLY ALONG SAID CURVE, THAT HAS A RADIUS CENTER WHICH BEARS NORTH 45°40'00" WEST FOR A RADIAL DISTANCE OF 100.00 FEET, THROUGH A CENTRAL ANGLE OF 44°25'42" FOR AN ARC DISTANCE OF 77.54 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, OF SECTION 21; THENCE SOUTH 89°54'18" WEST ALONG SAID NORTH LINE A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

PARCEL B:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M., SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE WEST 454.48 FEET OF THE SOUTHWEST

QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 21; THENCE SOUTH 01°14'56" EAST ALONG THE EAST LINE OF SAID WEST 454.48 FEET OF SAID SUBDIVISION, A DISTANCE OF 70.01 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°14'56" EAST ALONG SAID EAST LINE A DISTANCE OF 293.11 FEET TO A NON-TANGENT CURVE; THENCE WESTERLY AND NORTHERLY ALONG SAID CURVE THAT HAS A RADIUS CENTER WHICH BEARS NORTH 13°13'43" EAST FOR A RADIAL DISTANCE OF 40.00 FEET, THROUGH AN ARC DISTANCE OF 52.72 FEET, THROUGH A CENTRAL ANGLE OF 75°31'21" FOR AN ARC DISTANCE OF 52.72 FEET TO THE EAST LINE OF THE WEST 424.48 FEET SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21; THENCE NORTH 01°14'56" WEST ALONG SAID EAST LINE A DISTANCE OF 182.97 FEET TO A CURVE TO THE RIGHT; THENCE NORTHERLY AND EASTERLY ALONG SAID CURVE THAT HAS A RADIUS CENTER WHICH BEARS NORTH 88°45'04" EAST FOR A RADIAL DISTANCE OF 100.00 FEET, THROUGH A CENTRAL ANGLE OF 45°34'23" FOR AN ARC DISTANCE OF 79.54 FEET TO THE POINT OF BEGINNING.

SITUATE IN COUNTY OF SNOHOMISH, STATE OF WASHINGTON

9205180463

257490500

RECORDED BY SNOHOMISH COUNTY AUDITOR. DEAN V. WILLIAMS, COUNTY AUDITOR.

EXHIBIT "B"

21-30-5

1451971

SWSWNE
REAL ESTATE SALES TAX
AMOUNT PAID \$1.00
RECEIPT NO. 11302

MAR 27 1961

WARRANTY DEED

STATUTORY FORM
SNOHOMISH COUNTY

WITNESSED BY
THE STATE AUDITOR
By *[Signature]*
County

The Grantor EDWARD F. ERICKSEN and MARGARET H. ERICKSEN, his wife.

residing at Route 1, Marysville, Washington

for and in consideration of Ten Dollars (\$10.00)-----

with cash hand paid, convey and

warrant to JAMES E. WALKER and DIANE WALKER, his wife.

the grantees, the following described real estate

situated in the county of Snohomish, State of Washington, to-wit:

East 250 feet of West 454.48 feet of Southwest quarter of Southeast quarter of Northeast quarter of Section 21, Township 30 North, Range 5 East, W.M.

EXCEPT South 20 feet for road; and EXCEPT North 220 feet of South 240 feet of West 150 feet of East 250 feet of West 454.48 feet of Southwest quarter of Southeast quarter of Northeast quarter of said Section 21.

This deed is given in fulfillment of a certain real estate contract dated September 30, 1955, wherein the grantors herein were the sellers, and the grantees herein were the purchasers, and the warranties herein contained shall apply to the acts of the grantors only, from and after the date of said contract.



situated in the County of Snohomish State of Washington.

Dated February 20, A. D. 19 61

Signed in presence of

[Signatures of Edward F. Erickson and Margaret H. Erickson]



SEAL OF WASHINGTON
County of Snohomish

OR INDIVIDUAL ACKNOWLEDGMENT

I the undersigned Notary Public in and for the State of Washington, residing at EYKRAVE do hereby certify that on this 20th

day of FEBRUARY 19 61 personally appeared before me Edward F. Erickson and Margaret H. Erickson, his wife.

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 20th day of February 19 61

[Signature of Notary Public]

Notary Public in and for the State of Washington, residing at EYKRAVE in said County

This form of instrument must be printed on heavy paper and printed in 11 1/2 x 14 inch size. Fee - 50c. Printing Step 6-10-61

905180463

MAR 27 1961

BK 2574 P60501

(5)

ments therefor pursuant to Snohomish County Code Title 20, will serve the public use and interest, that the subdivider has provided all of the required documentation and certification. These facts have been found to exist and proved, subject to signature by the Planning Director below.

RECORDED BY SNOHOMISH COUNTY AUDITOR DEAN V. WILLIAMS, COUNTY AUDITOR

ORIGINAL

EXHIBIT "C"

EASEMENT DESCRIPTION - #2344 GRIMM

BEGINNING AT THE CENTER OF SECTION 21, TOWNSHIP 30 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN; THENCE NORTH 1 14'56" WEST ALONG THE NORTH AND SOUTH CENTERLINE OF SAID SECTION, 20.0 FEET TO THE NORTHERLY MARGIN OF THE COUNTY ROAD RIGHT-OF-WAY; THENCE NORTH 89 52' ESAT ALONG SAID RIGHT-OF-WAY MARGIN FOR 454.58 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE NORTH 89 52' EAST FOR 168.15 FEET; THENCE NORTH 1 09'47" WEST FOR 638.76 FEET TO AN INTERSECTION WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 21; THENCE SOUTH 89 52' 23" WEST ALONG SAID NORTH LINE FOR 101.11 FEET TO THE TRUE POINT OF BEGINNING BEING A POINT ON A CURVE THE RADIUS CENTER OF WHICH BEARS SOUTH 89 00' 15" WEST FOR 180.0 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 180.0 FEET AND CONSUMING AN ANGLE OF 39 05' 26" FOR 122.81 FEET; THENCE ON A CURVE TO THE LEFT, HAVING A RADIUS OF 120.0 FEET AND CONSUMING AN ANGLE OF 39 20' 38" FOR 82.40 FEET; THENCE SOUTH 1 14' 56" EAST FOR 80.56 FEET; THENCE ON A CURVE TO THE RIGHT THE RADIUS CENTER OF WHICH BEARS SOUTH 20 19' 46" WEST AND CONSUMES AN ANGLE OF 283 17' 30" FOR 247.22 FEET; THENCE NORTH 1 14' 56" WEST FOR 96.39 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 180.0 FEET AND CONSUMING AN ANGLE OF 39 20' 38" FOR 123.60 FEET; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 120.0 FEET AND CONSUMING AN ANGLE OF 39 18' 55" FOR 82.34 FEET; THENCE SOUTH 89 52' 23" EAST FOR 60.0 FEET TO THE TRUE POINT OF BEGINNING.

SHORT PLATS

MAY 1 - 1992

SNOHOMISH COUNTY

9205180468

BK 2574 PG 0502

ORIGINAL

RECORDED BY SNOHOMISH COUNTY AUDITOR DEAN V. WILLIAMS, COUNTY AUDITOR

EXHIBIT A

EASEMENT DESCRIPTION - #2344 GRIMM

BEGINNING AT THE CENTER OF SECTION 21, TOWNSHIP 30 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN; THENCE NORTH 1 14'56" WEST ALONG THE NORTH AND SOUTH CENTERLINE OF SAID SECTION, 20.0 FEET TO THE NORTHERLY MARGIN OF THE COUNTY ROAD RIGHT-OF-WAY; THENCE NORTH 89 52' ESAT ALONG SAID RIGHT-OF-WAY MARGIN FOR 454.58 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE NORTH 89 52' EAST FOR 168.15 FEET; THENCE NORTH 1 09'47" WEST FOR 638.76 FEET TO AN INTERSECTION WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 21; THENCE SOUTH 89 52' 23" WEST ALONG SAID NORTH LINE FOR 101.11 FEET TO THE TRUE POINT OF BEGINNING BEING A POINT ON A CURVE THE RADIUS CENTER OF WHICH BEARS SOUTH 89 00'15" WEST FOR 180.0 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 180.0 FEET AND CONSUMING AN ANGLE OF 39 05'26" FOR 122.81 FEET; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 120.0 FEET AND CONSUMING AN ANGLE OF 39 20'38" FOR 82.40 FEET; THENCE SOUTH 1 14'56" EAST FOR 80.56 FEET; THENCE ON A CURVE TO THE RIGHT THE RADIUS CENTER OF WHICH BEARS SOUTH 20 19'46" WEST AND CONSUMES AN ANGLE OF 283 17'30" FOR 247.22 FEET; THENCE NORTH 1 14'56" WEST FOR 96.39 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 180.0 FEET AND CONSUMING AN ANGLE OF 39 20'38" FOR 123.60 FEET; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 120.0 FEET AND CONSUMING AN ANGLE OF 39 18'55" FOR 82.34 FEET; THENCE SOUTH 89 52'23" EAST FOR 60.0 FEET TO THE TRUE POINT OF BEGINNING.

9205180463

BK2574PG0504

held

8812519

RECEIVED

SNOHOMISH COUNTY DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT

4th Floor, County Administration Building, Everett, WA 98201 Telephone: (206) 259-9311

DEC 5 1988

PC/COUNTER
COMMUNITY DEVELOPMENT

SHORT PLAT APPLICATION

1. Applicant's Name(s): James Jones
Address: 8820 67th Ave. N.E. Marysville, WA 98270
Phone (home)659-6097 Phone (business)
2. Relation of Applicant to Property (circle one)
Contract Purchaser
3. Name, mailing address and telephone number of the applicant's representative, if any:
Curt Johnson c/o Roberts Surveying 4129-76th St. N.E. Marysville, WA 98270 659-5489
4. General location of the property (including nearest intersection):
South of 88th St. NE, North of 84th St. NE, and West of 45th Drive NE. Nearest intersection is 88th At. NE and 44th Drive NE.
5. Legal description of the property: Sec 21, Twp 30, Rge 5 Comm CTR sec; th N 01° 14' 45" W alg N-S C/L sd sec 20 ft to Nly Mgn Co. Rd. R/W; th N 89° 52' 00" E alg sd R/W Mgn 458.48 ft to TPB; th cont N 89° 52' 00" E
6. Date the property was acquired: 4/4/86 .7. Approx acreage 1.73 acres
8. Present use of the property: Vacant
9. Source of water supply: 1) individual wells
2) public system: City of Marysville
3) small community system
10. Method of sewage disposal: on-site septic: septic tanks
 public sewers (name)
11. List all Assessor's Tax Account Numbers involved (all 14 digits):
213005-1-095-0008
12. Section: 21 TWP 30 Range: 5
Zoning: R7200

Signature of the Applicant: I hereby certify that the legal description of the land being divided and accompanying this application shows the entire contiguous land in which there is an interest by reason of ownership, contract for purchase, earnest money agreement, or option by any person, firm, or corporation in any manner connected with the development, and listed below are the names, addresses and telephone numbers of all such persons, firms, or corporations.

Signature of Applicant(s) James L. Jones

Other parties having an interest in the property:

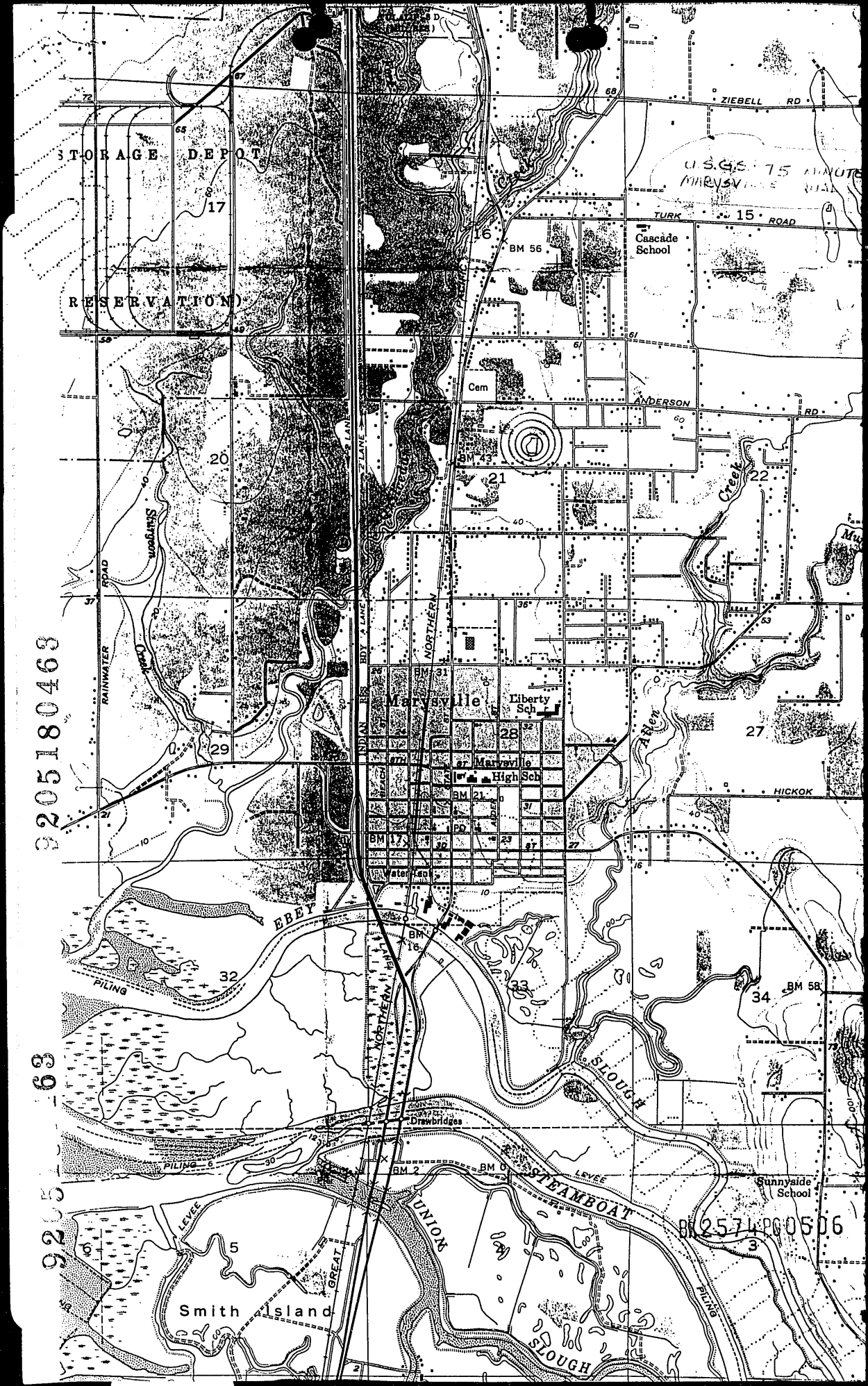
1. Name: Robert E. Grimm Phone: 652-9666
Address: PO Box 1227 Marysville, WA 98270
2. Name: Howard W. Bacon, Jr. Phone: 259-1674
Address: 4436 Seahurst Everett, WA 98203

File No. ZA 8812519 SP (To be supplied by County Staff) BK2574PG0505

9205180463

RECORDED BY SNOHOMISH COUNTY AUDITOR. DEAN V. WILLIAMS, COUNTY AUDITOR.

RECORDED BY SNOHOMISH COUNTY AUDITOR. DEAN V. WILLIAMS, COUNTY AUDITOR.



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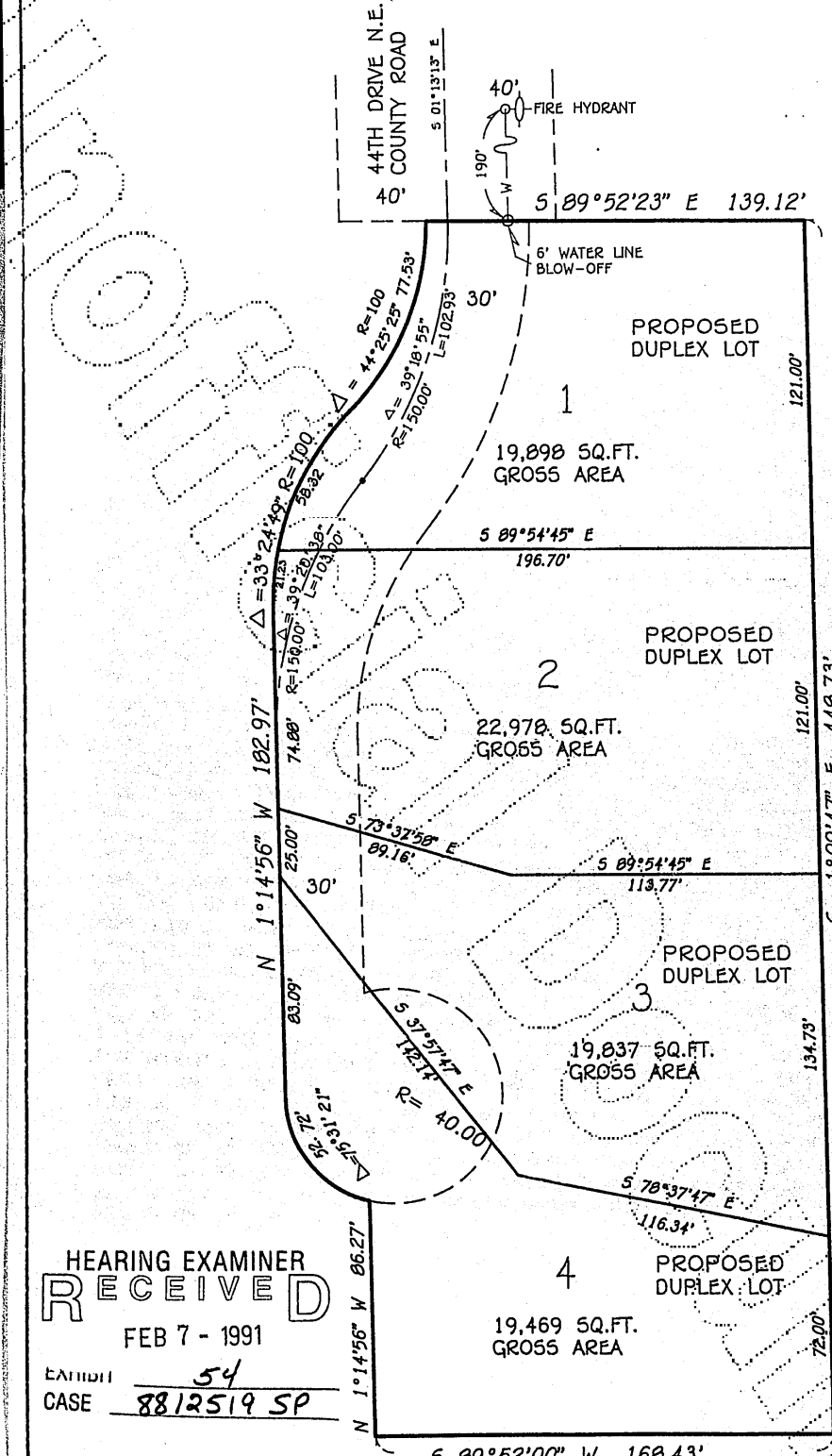
9205-63

9257400506

SHORT PLAT MAP

A PORTION OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 30 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN

RECORDED BY SNOHOMISH COUNTY AUDITOR. DEAN V. WILLIAMS, COUNTY AUDITOR.



SCALE: 1"=50'
 PREPARED 10/13/90
 REVISED 11/9/90
 REVISED 02/07/91

HEARING EXAMINER
RECEIVED
 FEB 7 - 1991
 EXHIBIT 54
 CASE 8812519 SP

I HEREBY CERTIFY THAT THIS SHORT SUBDIVISION COMPLIES WITH THE REQUIREMENTS THEREFORE PURSUANT TO SNOHOMISH COUNTY CODE TITLE 20, WILL SERVE THE PUBLIC USE AND INTEREST, MEETS APPLICABLE ZONING AND LAND USE CONTROLS, THAT THE SUBDIVIDER HAS PROVIDED ALL OF THE REQUIRED DOCUMENTATION AND CERTIFICATION. THESE FACTS HAVE BEEN FOUND TO EXIST AND ARE EXHIBITED IN THE FILE THEREFORE, THIS SHORT SUBDIVISION IS HEREBY APPROVED, SUBJECT TO SIGNATURE BY THE PLANNING DIRECTOR OR HIS DESIGNEE BELOW.

Dean V. Williams DATE 5/18/92

THIS ACTION SHALL BECOME EFFECTIVE IF, WITHIN FIVE WORKING DAYS, THIS DECLARATION AND SHORT PLAT THEREOF, ARE FILED FOR RECORD WITH THE AUDITOR OF SNOHOMISH COUNTY. FILE

NO. ZA 8812519 **9205180463**

RECORDED BY SNOHOMISH COUNTY AUDITOR. DEAN V. WILLIAMS, COUNTY AUDITOR.

SHORT PLATS

MAY 1 - 1992

SNOHOMISH COUNTY

LEGAL DESCRIPTIONS - GRIMM/JUBIE (#2433)

LOT 1

A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 30 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE PLAT OF WICKHAM ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN VOLUME 23 OF PLATS ON PAGE 91, RECORDS OF SNOHOMISH COUNTY, WASHINGTON; THENCE SOUTH 1 09' 47" EAST, ALONG THE WEST LINE OF THE SAID PLAT FOR 121.0 FEET; THENCE NORTH 89 54' 45" WEST FOR 196.70 FEET; THENCE NORTHERLY ALONG A CURVE TO THE RIGHT, THE RADIUS POINT OF WHICH BEARS SOUTH 79 05' 06" EAST FOR 100.0 FEET AND CONSUMES AN ANGLE OF 33 24' 49" FOR AN ARC LENGTH OF 58.32 FEET; THENCE NORTHERLY ALONG A CURVE TO THE LEFT, THE RADIUS POINT OF WHICH BEARS NORTH 45 40' 16" WEST FOR 100.0 FEET AND CONSUMES AN ANGLE OF 44 25' 26" FOR AN ARC LENGTH OF 77.53 FEET TO THE SOUTH LINE OF THE PLAT OF ALOHA PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN VOLUME 26 OF PLATS ON PAGE 30, RECORDS OF SNOHOMISH COUNTY, WASHINGTON; THENCE SOUTH 89 52' 23" EAST ALONG THE SOUTH LINE OF SAID PLAT OF ALOHA PARK FOR 139.12 FEET TO THE TRUE POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS THE FOLLOWING DESCRIBED PARCEL: COMMENCING AT THE NORTHWEST CORNER OF THE SAID PLAT OF WICKHAM ADDITION; THENCE NORTH 89 52' 23" WEST ALONG THE SOUTH LINE OF THE SAID PLAT OF ALOHA PARK FOR 101.11 FEET; THENCE SOUTHERLY ALONG A CURVE TO THE RIGHT, THE RADIUS POINT OF WHICH BEARS NORTH 89 00' 15" WEST, FOR 180.0 FEET AND CONSUMES AN ANGLE OF 39 05' 26" FOR AN ARC LENGTH OF 122.81 FEET; THENCE SOUTHERLY ALONG A CURVE TO THE LEFT, THE RADIUS POINT OF WHICH BEARS SOUTH 51 54' 18" EAST FOR 120.0 FEET AND CONSUMES AN ANGLE OF 39 20' 38" FOR AN ARC LENGTH OF 82.40 FEET; THENCE SOUTH 1 14' 56" EAST FOR 80.56 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT, THE RADIUS POINT BEARS SOUTH 22 19' 45" WEST FOR 50.0 FEET AND CONSUMES AN ANGLE OF 283 17' 30" FOR AN ARC LENGTH OF 247.22 FEET; THENCE NORTH 1 14' 56" WEST FOR 96.39 FEET; THENCE NORTHERLY ALONG A CURVE TO THE RIGHT, THE RADIUS POINT BEARS NORTH 88 45' 04" EAST FOR 180.0 FEET AND CONSUMES AN ANGLE OF 39 20' 38" FOR AN ARC LENGTH OF 123.60 FEET; THENCE NORTHERLY ALONG A CURVE TO THE RIGHT, THE RADIUS POINT BEARS NORTH 51 54' 18" FOR 120.0 FEET AND CONSUMES AN ANGLE OF 39 39' 07" FOR AN ARC LENGTH OF 83.05 FEET TO THE SOUTH LINE OF SAID PLAT OF ALOHA PARK; THENCE SOUTH 89 52' 23" EAST, ALONG SAID PLAT LINE OF ALOHA PARK FOR 60.0 FEET TO THE TRUE POINT OF BEGINNING.

9205180468

BX2574PG0508

RECORDED BY SNOHOMISH COUNTY AUDITOR. DEAN V. WILLIAMS, COUNTY AUDITOR.

LOT 2

A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 30 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE PLAT OF WICKHAM ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN VOLUME 23 OF PLATS ON PAGE 91, RECORDS OF SNOHOMISH COUNTY, WASHINGTON; THENCE SOUTH 1 09' 47" EAST, ALONG THE WEST LINE OF THE SAID PLAT FOR 121.0 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 1 09' 47" EAST FOR 121.0 FEET; THENCE NORTH 89 54' 45" WEST FOR 113.77 FEET; THENCE NORTH 73 37' 58" WEST FOR 89.16 FEET; THENCE NORTH 1 14' 56" WEST FOR 74.88 FEET; THENCE NORTHERLY ALONG A CURVE TO THE RIGHT, THE RADIUS POINT OF WHICH BEARS NORTH 88 45' 05" EAST FOR 100.0 FEET AND CONSUMES AN ANGLE OF 12 09' 50" FOR AN ARC LENGTH OF 21.23 FEET; THENCE SOUTH 89 54' 45" EAST FOR 196.70 FEET TO THE TRUE POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS THE FOLLOWING DESCRIBED PARCEL:

COMMENCING AT THE NORTHWEST CORNER OF THE SAID PLAT OF WICKHAM ADDITION; THENCE NORTH 89 52' 23" WEST ALONG THE SOUTH LINE OF THE SAID PLAT OF ALOHA PARK FOR 101.11 FEET; THENCE SOUTHERLY ALONG A CURVE TO THE RIGHT, THE RADIUS POINT OF WHICH BEARS NORTH 89 00' 15" WEST, FOR 180.0 FEET AND CONSUMES AN ANGLE OF 39 05' 26" FOR AN ARC LENGTH OF 122.81 FEET; THENCE SOUTHERLY ALONG A CURVE TO THE LEFT, THE RADIUS POINT OF WHICH BEARS SOUTH 51 54' 18" EAST FOR 120.0 FEET AND CONSUMES AN ANGLE OF 39 20' 38" FOR AN ARC LENGTH OF 82.40 FEET; THENCE SOUTH 1 14' 56" EAST FOR 80.56 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT, THE RADIUS POINT BEARS SOUTH 22 19' 45" WEST FOR 50.0 FEET AND CONSUMES AN ANGLE OF 283 17' 30" FOR AN ARC LENGTH OF 247.22 FEET; THENCE NORTH 1 14' 56" WEST FOR 96.39 FEET; THENCE NORTHERLY ALONG A CURVE TO THE RIGHT, THE RADIUS POINT BEARS NORTH 88 45' 04" EAST FOR 180.0 FEET AND CONSUMES AN ANGLE OF 39 20' 38" FOR AN ARC LENGTH OF 123.60 FEET; THENCE NORTHERLY ALONG A CURVE TO THE RIGHT, THE RADIUS POINT BEARS NORTH 51 54' 18" FOR 120.0 FEET AND CONSUMES AN ANGLE OF 39 39' 07" FOR AN ARC LENGTH OF 83.05 FEET TO THE SOUTH LINE OF SAID PLAT OF ALOHA PARK; THENCE SOUTH 89 52' 23" EAST, ALONG SAID PLAT LINE OF ALOHA PARK FOR 60.0 FEET TO THE TRUE POINT OF BEGINNING.

BK 2574 PG 0509

9205180468

RECORDED BY SNOHOMISH COUNTY AUDITOR. DEAN V. WILLIAMS, COUNTY AUDITOR.

LOT 3

A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 30 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE PLAT OF WICKHAM ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN VOLUME 23 OF PLATS ON PAGE 91, RECORDS OF SNOHOMISH COUNTY, WASHINGTON; THENCE SOUTH 1 09' 47" EAST, ALONG THE WEST LINE OF THE SAID PLAT FOR 242.0 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 1 09' 47" EAST FOR 134.73 FEET; THENCE NORTH 78 37' 47" WEST FOR 116.34 FEET; THENCE NORTH 37 57' 47" WEST FOR 142.14 FEET; THENCE NORTH 1 14' 56" WEST FOR 25.0 FEET; THENCE SOUTH 73 37' 58" EAST FOR 89.16 FEET; THENCE SOUTH 89 54' 45" EAST FOR 113.77 FEET TO THE TRUE POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS THE FOLLOWING DESCRIBED PARCEL: COMMENCING AT THE NORTHWEST CORNER OF THE SAID PLAT OF WICKHAM ADDITION; THENCE NORTH 89 52' 23" WEST ALONG THE SOUTH LINE OF THE SAID PLAT OF ALOHA PARK FOR 101.11 FEET; THENCE SOUTHERLY ALONG A CURVE TO THE RIGHT, THE RADIUS POINT OF WHICH BEARS NORTH 89 00' 15" WEST, FOR 180.0 FEET AND CONSUMES AN ANGLE OF 39 05' 26" FOR AN ARC LENGTH OF 122.81 FEET; THENCE SOUTHERLY ALONG A CURVE TO THE LEFT, THE RADIUS POINT OF WHICH BEARS SOUTH 51 54' 18" EAST FOR 120.0 FEET AND CONSUMES AN ANGLE OF 39 20' 38" FOR AN ARC LENGTH OF 82.40 FEET; THENCE SOUTH 1 14' 56" EAST FOR 80.56 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT, THE RADIUS POINT BEARS SOUTH 22 19' 45" WEST FOR 50.0 FEET AND CONSUMES AN ANGLE OF 283 17' 30" FOR AN ARC LENGTH OF 247.22 FEET; THENCE NORTH 1 14' 56" WEST FOR 96.39 FEET; THENCE NORTHERLY ALONG A CURVE TO THE RIGHT, THE RADIUS POINT BEARS NORTH 88 45' 04" EAST FOR 180.0 FEET AND CONSUMES AN ANGLE OF 39 20' 38" FOR AN ARC LENGTH OF 123.60 FEET; THENCE NORTHERLY ALONG A CURVE TO THE RIGHT, THE RADIUS POINT BEARS NORTH 51 54' 18" FOR 120.0 FEET AND CONSUMES AN ANGLE OF 39 39' 07" FOR AN ARC LENGTH OF 83.05 FEET TO THE SOUTH LINE OF SAID PLAT OF ALOHA PARK; THENCE SOUTH 89 52' 23" EAST, ALONG SAID PLAT LINE OF ALOHA PARK FOR 60.0 FEET TO THE TRUE POINT OF BEGINNING.

BK 2574 P 60510

9205180-360

RECORDED BY SNOHOMISH COUNTY AUDITOR. DEAN V. WILLIAMS, COUNTY AUDITOR.

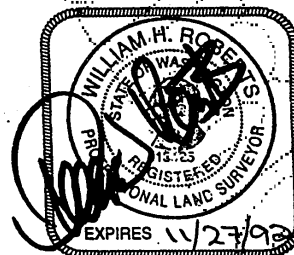
LOT 4

A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 30 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE PLAT OF WICKHAM ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN VOLUME 23 OF PLATS ON PAGE 91, RECORDS OF SNOHOMISH COUNTY, WASHINGTON; THENCE SOUTH 1 09' 47" EAST, ALONG THE WEST LINE OF THE SAID PLAT FOR 376.73 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 1 09' 47" EAST FOR 72.0 FEET; THENCE SOUTH 89 52' 00" WEST FOR 168.44 FEET; THENCE NORTH 1 14' 56" WEST FOR 86.27 FEET; THENCE NORTHERLY ALONG A CURVE TO THE RIGHT, THE RADIUS CENTER OF WHICH BEARS NORTH 13 13' 41" EAST FOR 40.0 FEET AND CONSUMES AN ANGLE OF 75 31' 21" FOR AN ARC LENGTH OF 52.72 FEET; THENCE NORTH 1 14' 56" WEST FOR 83.09 FEET; THENCE SOUTH 37 57' 47" EAST FOR 142.14 FEET; THENCE SOUTH 78 37' 47" EAST FOR 116.34 FEET TO THE TRUE POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS THE FOLLOWING DESCRIBED PARCEL: COMMENCING AT THE NORTHWEST CORNER OF THE SAID PLAT OF WICKHAM ADDITION; THENCE NORTH 89 52' 23" WEST ALONG THE SOUTH LINE OF THE SAID PLAT OF ALOHA PARK FOR 101.11 FEET; THENCE SOUTHERLY ALONG A CURVE TO THE RIGHT, THE RADIUS POINT OF WHICH BEARS NORTH 89 00' 15" WEST, FOR 180.0 FEET AND CONSUMES AN ANGLE OF 39 05' 26" FOR AN ARC LENGTH OF 122.81 FEET; THENCE SOUTHERLY ALONG A CURVE TO THE LEFT, THE RADIUS POINT OF WHICH BEARS SOUTH 51 54' 18" EAST FOR 120.0 FEET AND CONSUMES AN ANGLE OF 39 20' 38" FOR AN ARC LENGTH OF 82.40 FEET; THENCE SOUTH 1 14' 56" EAST FOR 80.56 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT, THE RADIUS POINT BEARS SOUTH 22 19' 45" WEST FOR 50.0 FEET AND CONSUMES AN ANGLE OF 283 17' 30" FOR AN ARC LENGTH OF 247.22 FEET; THENCE NORTH 1 14' 56" WEST FOR 96.39 FEET; THENCE NORTHERLY ALONG A CURVE TO THE RIGHT, THE RADIUS POINT BEARS NORTH 88 45' 04" EAST FOR 180.0 FEET AND CONSUMES AN ANGLE OF 39 20' 38" FOR AN ARC LENGTH OF 123.60 FEET; THENCE NORTHERLY ALONG A CURVE TO THE RIGHT, THE RADIUS POINT BEARS NORTH 51 54' 18" FOR 120.0 FEET AND CONSUMES AN ANGLE OF 39 39' 07" FOR AN ARC LENGTH OF 83.05 FEET TO THE SOUTH LINE OF SAID PLAT OF ALOHA PARK; THENCE SOUTH 89 52' 23" EAST, ALONG SAID PLAT LINE OF ALOHA PARK FOR 60.0 FEET TO THE TRUE POINT OF BEGINNING.

BK2574 PG0511



3-23-92

9205180468

RECORDED BY SNOHOMISH COUNTY AUDITOR DEAN V. WILLIAMS, COUNTY AUDITOR

CHICAGO TITLE INSURANCE COMPANY
3030 HOYT AVENUE
EVERETT, WASHINGTON 98201

AMENDMENT NO. 1

Order No.: 132286

SHORT PLAT CERTIFICATE

Certificate for Filing Proposed Short Plat

In the matter of the short plat submitted for your approval, this Company has examined the records of the County Auditor and County Clerk of SNOHOMISH County, Washington, and the records of the Clerk of the United States Courts holding terms in said County, and from such examination hereby certifies that the title to the following described land situate in said SNOHOMISH County, to-wit:

SEE SCHEDULE A (NEXT PAGE)

VESTED IN:

HARVEY R. JUBIE AND JANET G. JUBIE, HUSBAND AND WIFE, AS TO AN UNDIVIDED 1/2 INTEREST;

AND

ROBERT D. GRIMM, WHO ALSO APPEARS OF RECORD AS ROBERT DALE GRIMM, AS HIS SEPARATE ESTATE, AS TO AN UNDIVIDED 1/2 INTEREST.

EXCEPTIONS:


SEE SCHEDULE B ATTACHED

SHORT PLATS
MAY 1 - 1992
SNOHOMISH COUNTY

CHARGE: \$0.00
TAX:

Records examined to March 23, 1992 at 8:00 A.M.

CHICAGO TITLE INSURANCE COMPANY

By 
STEVE SHINICK
Title Officer

BK2574PG0512

9205180463

SHPLATA/12-5-90/EX

RECORDED BY SNOHOMISH COUNTY AUDITOR. DEAN V. WILLIAMS, COUNTY AUDITOR

CHICAGO TITLE INSURANCE COMPANY

Order No.: 132286

SHORT PLAT CERTIFICATE
SCHEDULE A

(Continued)

LEGAL DESCRIPTION

PARCEL A:

A PORTION OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M., SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SECTION 21, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M.;
THENCE NORTH 1°14'56" WEST ALONG THE NORTH AND SOUTH CENTERLINE OF SAID SECTION,
20 FEET TO THE NORTHERLY MARGIN OF THE COUNTY ROAD RIGHT OF WAY;
THENCE NORTH 89°52' EAST ALONG SAID RIGHT OF WAY MARGIN FOR 454.48 FEET TO THE
TRUE POINT OF BEGINNING;
THENCE CONTINUE NORTH 89°52' EAST FOR 168.15 FEET;
THENCE NORTH 1°09'47" WEST FOR 638.76 FEET TO AN INTERSECTION WITH THE NORTH LINE
OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF
SAID SECTION 21;
THENCE SOUTH 89°54'45" WEST ALONG SAID NORTH LINE FOR 169.15 FEET;
THENCE SOUTH 1°14'56" EAST FOR 638.90 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THE SOUTH 10.00 FEET;

AND EXCEPT THAT PORTION LYING SOUTH OF A LINE 180 FEET NORTH OF AND PARALLEL TO
THE SOUTH LINE OF THE ABOVE DESCRIBED PARCEL;

AND EXCEPT ANY PORTION THEREOF LYING WITHIN THE WEST 454.48 FEET OF SOUTHWEST
QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 21;

AND ALSO EXCEPT ANY PORTION LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE NORTHEAST CORNER OF THE WEST 454.48 FEET OF THE SOUTHWEST
QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP
30 NORTH, RANGE 5 EAST, W.M.;
THENCE SOUTH 01°14'56" EAST ALONG THE EAST LINE OF SAID WEST 454.48 FEET OF SAID
SUBDIVISION, A DISTANCE OF 70.01 FEET TO A NON-TANGENT CURVE TO THE LEFT;
THENCE NORTHERLY ALONG SAID CURVE, THAT HAS A RADIUS CENTER WHICH BEARS NORTH
45°40'00" WEST FOR A RADIAL DISTANCE OF 100.00 FEET, THROUGH A CENTRAL ANGLE OF
44°25'42" FOR AN ARC DISTANCE OF 77.54 FEET TO THE NORTH LINE OF SAID SOUTHWEST
QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21;
THENCE SOUTH 89°54'18" WEST ALONG SAID NORTH LINE A DISTANCE OF 30.00 FEET TO THE
POINT OF BEGINNING.

PARCEL B:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST
QUARTER OF SECTION 21, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M., SNOHOMISH COUNTY,
WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE WEST 454.48 FEET OF THE SOUTHWEST

SEE NEXT PAGE

BK 2574 PG 0513

9205180463

CHICAGO TITLE INSURANCE COMPANY

RECORDED BY SNOHOMISH COUNTY AUDITOR DEAN V. WILLIAMS, COUNTY AUDITOR

CHICAGO TITLE INSURANCE COMPANY

Policy No.: 132286

SCHEDULE A
(Continued)

LEGAL DESCRIPTION

QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 21;
THENCE SOUTH 01°14'56" EAST ALONG THE EAST LINE OF SAID WEST 454.48 FEET OF SAID
SUBDIVISION, A DISTANCE OF 70.01 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUE SOUTH 01°14'56" EAST ALONG SAID EAST LINE A DISTANCE OF 293.11
FEET TO A NON-TANGENT CURVE;
THENCE WESTERLY AND NORTHERLY ALONG SAID CURVE THAT HAS A RADIUS CENTER WHICH
BEARS NORTH 13°13'43" EAST FOR A RADIAL DISTANCE OF 40.00 FEET, THROUGH AN ARC
DISTANCE OF 52.72 FEET, THROUGH A CENTRAL ANGLE OF 75°31'21" FOR AN ARC DISTANCE
OF 52.72 FEET TO THE EAST LINE OF THE WEST 424.48 FEET SAID SOUTHWEST QUARTER OF
THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21;
THENCE NORTH 01°14'56" WEST ALONG SAID EAST LINE A DISTANCE OF 182.97 FEET TO A
CURVE TO THE RIGHT;
THENCE NORTHERLY AND EASTERLY ALONG SAID CURVE THAT HAS A RADIUS CENTER WHICH
BEARS NORTH 88°45'04" EAST FOR A RADIAL DISTANCE OF 100.00 FEET, THROUGH A CENTRAL
ANGLE OF 45°34'23" FOR AN ARC DISTANCE OF 79.54 FEET TO THE POINT OF BEGINNING.

SITUATE IN COUNTY OF SNOHOMISH, STATE OF WASHINGTON

9205180463

BK2574PG0514

CHICAGO TITLE INSURANCE COMPANY

RECORDED BY SNOHOMISH COUNTY AUDITOR. DEAN V. WILLIAMS, COUNTY AUDITOR.

CHICAGO TITLE INSURANCE COMPANY

Order No.: 132286

SHORT PLAT CERTIFICATE
SCHEDULE B

This policy does not insure against loss or damage by reason of the following exceptions:

GENERAL EXCEPTIONS:

- A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- B. Rights or claims of parties in possession not shown by the public records.
- C. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
- D. Easements or claims of easements not shown by the public records.
- E. Any lien, or right to lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the public records.
- F. Liens under the Workmen's Compensation Act not shown by the public records.
- G. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity or garbage removal.
- H. General taxes not now payable; matters relating to special assessments and special levies, if any, preceding or in the same becoming a lien.
- I. Reservations or exceptions in patents or in Acts authorizing the issuance thereof; Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- J. Water rights, claims, or title to water.
- K. THIS REPORT IS ISSUED AND ACCEPTED UPON THE UNDERSTANDING THAT THE LIABILITY OF THE COMPANY SHALL NOT EXCEED ONE THOUSAND DOLLARS (\$1000.00).

9205180468

BK2574PG0515

RECORDED BY SNOHOMISH COUNTY AUDITOR. DEAN V. WILLIAMS, COUNTY AUDITOR.

CHICAGO TITLE INSURANCE COMPANY

Order No.: 132286

SHORT PLAT CERTIFICATE
SCHEDULE B

(Continued)

EXCEPTIONS

1. NO SEARCH HAS BEEN MADE AS TO PROPERTY TAXES AND ASSESSMENTS. PROPERTY TAXES AND ASSESSMENTS WILL BE SEARCHED UPON REQUEST.

2. SPECIAL POWER OF ATTORNEY:

GRANTOR:	LEONA M. BACON, A SINGLE PERSON
GRANTEE:	COUNTY OF SNOHOMISH
PURPOSE:	VOTE PROXY TO APPROVE ANY L.I.D. HEREAFTER FORMED BY SAID COUNTY
RECORDING NUMBER:	8305200286

SAID SPECIAL POWER OF ATTORNEY IS A RE-RECORDING OF SPECIAL POWER OF ATTORNEY RECORDED UNDER AUDITOR'S FILE NUMBER 8305030261.

3. AFFIDAVIT REGARDING WATER WELL AND THE TERMS AND CONDITIONS THEREOF.

DATED:	APRIL 15, 1983
RECORDED:	APRIL 19, 1983
AUDITOR'S NO.:	8304190312

4. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE:	PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY
PURPOSE:	RIGHT TO ENTER PREMISES TO OPERATE, MAINTAIN AND REPAIR UNDERGROUND OR OVERHEAD ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM, TOGETHER WITH THE RIGHT TO REMOVE BRUSH, TREES AND LANDSCAPING WHICH MAY CONSTITUTE A DANGER TO SAID LINES AS DESCRIBED IN SAID DOCUMENT
AREA AFFECTED:	FEBRUARY 3, 1989
RECORDED:	8902030149
RECORDING NUMBER:	

5. RESTRICTIONS, CONDITIONS OF APPROVAL, AND DEDICATION CONTAINED IN SNOHOMISH COUNTY SHORT PLAT NUMBER SP 272(12-82) RECORDED UNDER RECORDING NUMBER 8305120286, A COPY OF WHICH IS HERETO ATTACHED.

6. RIGHT OF THE PUBLIC TO MAKE NECESSARY SLOPES FOR CUTS OR FILLS UPON SAID PREMISES IN THE REASONABLE ORIGINAL GRADING OF STREETS, AVENUES, ALLEYS, AND ROADS AS DEDICATED IN THE SHORT PLAT.

7. RIGHT TO CONTINUE TO DRAIN ROADS AND WAYS OVER AND ACROSS ANY OT OR LOTS, WHERE WATER MIGHT TAKE A NATURAL COURSE, IN THE ORIGINAL REASONABLE

9205180468

BK2574 PG0516

RECORDED BY SNOHOMISH COUNTY AUDITOR DEAN V. WILLIAMS, COUNTY AUDITOR

CHICAGO TITLE INSURANCE COMPANY

Order No.: 132286

SHORT PLAT CERTIFICATE
SCHEDULE B

(Continued)

EXCEPTIONS

GRADING OF THE ROADS AND WAYS SHOWN ON SHORT PLAT NUMBER SP 272(12-82),
RECORDED UNDER AUDITOR'S FILE NUMBER 8305120286.

8. THE COMPANY'S LIABILITY FOR THIS REPORT IS LIMITED TO \$1,000.00. THIS
REPORT IS BASED ON THE COMPANY'S PROPERTY RECORDS, AND NO LIABILITY IS
ASSUMED FOR ITEMS MISINDEXED OR NOT INDEXED IN THE PUBLIC RECORDS, OR FOR
MATTERS WHICH WOULD BE DISCLOSED BY AN INQUIRY OF THE PARTIES IN
POSSESSION OR BY AN ACCURATE SURVEY OR INSPECTION OF THE PREMISES. THIS
REPORT AND THE LEGAL DESCRIPTION GIVEN HEREIN ARE BASED UPON INFORMATION
SUPPLIED BY THE APPLICANT AS TO THE LOCATION AND IDENTIFICATION OF THE
PREMISES IN QUESTION, AND NO LIABILITY IS ASSUMED FOR DISCREPANCIES
RESULTING THEREFROM. THIS REPORT DOES NOT REPRESENT EITHER A COMMITMENT
TO INSURE TITLE, AN EXAMINATION OF, OR OPINION AS TO THE SUFFICIENCY OR
EFFECT OF THE MATTERS SHOWN, OR AN OPINION AS TO THE MARKETABILITY OF
TITLE TO THE SUBJECT PREMISES.

END OF SPECIAL EXCEPTIONS

SC/KC

DO NOT RECORD

DEAN V. WILLIAMS, AUDITOR
SNOHOMISH COUNTY, WASH
DEPUTY

Diane Kandle

92 MAY 18 P 3:02

RECORDED

9205180463

BK2574 PG0517

SHPLATB3/12-12-90/EK